



AGENDA
Special Presentation Meeting
Tuesday, February 20, 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/PROCLAMATIONS:

a. 2024-007: A Resolution honoring Pamela Christopher for her appointment as Chairman of the South Carolina Department of Transportation Commission.

All Council

b. 2024-008: A Resolution to celebrate ten years of the Technical Career Pathways Program at Tri-County Technical College; and other matters related thereto.

All Council

3. COMMISSIONING NEW CODE ENFORCEMENT OFFICER

Hon. JT Foster

4. ADJOURNMENT

AGENDA
ANDERSON COUNTY COUNCIL
REGULAR MEETING
Tuesday, February 20, 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. Cindy Wilson

3. APPROVAL OF MINUTES

minutes not received January 16, 2024,
February 6, 2024

4. CITIZENS COMMENTS

Agenda Matters Only
THREE-MINUTE TIME LIMIT

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



5. ORDINANCE THIRD READING:

- a. 2023-052:** An Ordinance authorizing the execution of an infrastructure credit agreement by and between Anderson County and Carolina Structural Systems, LLC 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]

Mr. Burriss Nelson (allotted 5 minutes)

- b. 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. Alecia Hunter (allotted 5 minutes)

- c. 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 EastGroup Properties, L.P., a company formerly known to the county 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] (**PUBLIC HEARING THREE MINUTE TIME LIMIT**)

Mr. Burriss Nelson (allotted 5 minutes)

- d. 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 EastGroup Properties, L.P.; and other matters related thereto. (**PUBLIC HEARING THREE MINUTE TIME LIMIT**)

Mr. Burriss Nelson (allotted 5 minutes)

- e. 2024-008:** An Ordinance to amend Section 24-335 of the Anderson County, South Carolina, Code of Ordinances to add an additional subsection concerning the effect of an appeal of a Planning Commission decision on a subsequent preliminary plat submission; and other matters related thereto. (**PUBLIC HEARING THREE MINUTE TIME LIMIT**)

Mr. Rusty Burns (allotted 5 minutes)

6. ORDINANCE SECOND READING:

- a. 2024-002:** An Ordinance to amend an agreement for the development of a joint county industrial and business park (2010 Park) of Anderson and Greenville counties so as to enlarge the park. (Project Colorful)

Mr. Burriss Nelson (allotted 5 minutes)

- b. 2024-009:** 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.

Mr. Burriss Nelson (allotted 5 minutes)

- c. 2024-010:** An Ordinance to amend section 28-48 of the Code of Ordinances, Anderson County, South Carolina, to provide for two at-large members to the Anderson County Library Board of Trustees; and other matters related thereto.

Mr. Rusty Burns (allotted 5 minutes)

7. ORDINANCE FIRST READING

- a. 2024-005:** An Ordinance to lease real property to Hope Missions of the Upstate; and other matters related thereto.

Mr. Rusty Burns (allotted 5 minutes)



- b. 2024-011:** An Ordinance finding that Homeland Park Water District, South Carolina, may issue not exceeding \$1,250,000 of general obligation bonds in one or more series; to authorize Homeland Park Water Commission to issue such bonds and to provide for the publication of notice of the said finding authorization; and other matters related thereto.

Mr. Rusty Burns (allotted 5 minutes)

8. RESOLUTIONS:

- a. 2024-009:** A Resolution calling for a public hearing to be held upon the question of the issuance of not exceeding \$1,250,000 general obligation bonds of Homeland Park Water District, South Carolina, and to provide for the publication of the notice of such hearing; and other matters related thereto.

Mr. Rusty Burns (allotted 5 minutes)

9. CHANGE ORDERS/BID APPROVALS:

- a.** Bid #24-018 Boiler for ASEC (tabled on February 6, 2024 meeting)
b. Bid #24-019 Dolly Cooper Park Lighting Project

Mr. Rusty Burns

10. REQUEST BY COUNCIL:

- a.** Pendleton Recreation Association-All Districts

11. ADMINISTRATOR'S REPORT:

- a.** Budget Transfers
b. Special Projects
c. Paving

12. CITIZENS COMMENTS

Non-Agenda Matters
THREE-MINUTE TIME LIMIT

13. REMARKS FROM COUNCIL

14. 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 2024-007

A RESOLUTION HONORING PAMELA CHRISTOPHER FOR HER APPOINTMENT AS CHAIRMAN OF THE SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION COMMISSION.

WHEREAS Pamela L. Christopher, known to us as “Pam”, has served as President and CEO of the Anderson Area Chamber of Commerce since 2014, and

WHEREAS, during her time in Anderson, Pam has provided a breath of fresh air to our community, offering optimism and vibrancy as she goes about her duties overseeing the day-to-day operations of the Chamber, which serves more than 870 business members through promotion, advocacy, connection, and education, and

WHEREAS, Pam excels in her career because she understands that business development is a community endeavor—one that requires building relationships across the public, private, and nonprofit sectors in order to foster positive growth, facilitate positive movement, and strengthen our county’s economic vitality, and

WHEREAS, Pam’s holistic approach to business development through community involvement played a key role in her appointment as the Third Congressional District representative to the SCDOT Commission in 2020, and

WHEREAS, due in large part to her talent for working with others and thoughtful approach to matters brought before the Commission, Pam was named the Commission’s Chairman at its meeting on January 18, 2024, and

WHEREAS, in addition to her many personal and professional accolades, Pam will forever be known as the first woman to serve as the Chair of the SCDOT Commission.

NOW, THEREFORE, BE IT RESOLVED that the Anderson County Council hereby congratulates Pam Christopher on her appointment as Chairperson of the SCDOT Commission and expresses its gratitude for the numerous things she has done and continues to do to make Anderson County a place of opportunity where hard work and honest endeavor are appreciated and rewarded.

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 2024-008
**A RESOLUTION TO CELEBRATE TEN YEARS OF THE TECHNICAL
CAREER PATHWAYS PROGRAM AT TRI-COUNTY TECHNICAL
COLLEGE; AND OTHER MATTERS RELATED THERETO.**

Whereas Tri-County Technical College plays a critical role in educating highly skilled workers for positions in business and industry, promoting economic diversity and prosperity in the community by ensuring students earn a high-quality credential that leads to a job that pays a family-sustaining wage; and

Whereas Tri-County Technical College's Technical Career Pathways (TCP) program, established during the 2013-2014 academic year, leverages community partnerships with school districts to create workforce pipelines that advance education while meeting business and industry needs; and

Whereas Tri-County's TCP program began with one pathway—basic electronics—and seven students at Crescent High School and has since grown to eight pathways—business administration, computer & information technology, CNC programming and operations, emergency medical technology, engineering systems technology, HVAC, mechatronics, and welding—and hundreds of students each year at all sixteen high schools in Anderson, Oconee, and Pickens counties; and

Whereas Tri-County's TCP program is accessible, affordable, transferable, and supportive for all enrolled students;

Now, therefore, be it resolved this twentieth day of February 2024, in meeting duly assembled, that the Anderson County Council hereby commemorates ten years of this program at Tri-County that is life-changing for hundreds of students and looks forward with excitement to the program's future.

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

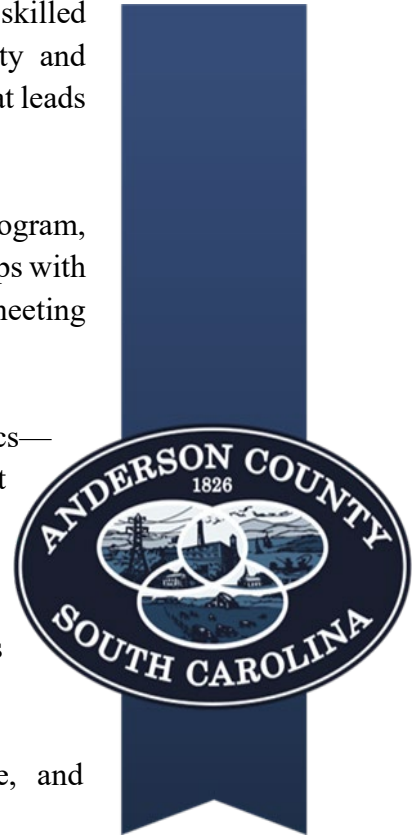
Jimmy Davis
District Six

M. Cindy Wilson
District Seven

ATTEST:

Rusty Burns
County Administrator

Renee Watts
Clerk to Council



ORDINANCE NO. 2023-052

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN INFRASTRUCTURE CREDIT AGREEMENT BY AND BETWEEN ANDERSON COUNTY AND CAROLINA STRUCTURAL SYSTEMS, LLC 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, Carolina Structural Systems, LLC, a company organized and existing under the laws of the state of North Carolina, which was previously 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 41% of the payment in lieu of taxes associated with the Project for a period of thirty years, and Part II SSRCs equal to 15% of the payments in lieu of taxes associated with the Project (calculated after the application of the Part I SSRCs) 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 20th day of February, 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

First Reading: November 21, 2023
Second Reading: December 5, 2023
Third Reading: February 20, 2024

Public Hearing: January 16, 2024

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 February 20, 2024

SPECIAL SOURCE CREDIT AGREEMENT

THIS SPECIAL SOURCE CREDIT AGREEMENT, dated as of February 20, 2024 (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 41% of the payments in lieu of taxes associated with the Project for a term of 30 years 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); and

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 February 20, 2024, following a public hearing held on January 16, 2024, 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 February 20, 2024, 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 company, 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 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 SSRCs 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 SSRCS.

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
101 South Main Street
Anderson, SC 29624 |
|-----------------------|--|

with a copy to: Anderson County, South Carolina
Attn: County Attorney
101 South Main Street
Anderson, SC 29624

(b) if to the Company: Carolina Structural Systems, LLC
Alan Nason 2857
Westpoint Road
Charlotte, NC 28208

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.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, Anderson County, South Carolina, has caused this Agreement to be executed by the Chairman of County Council and attested by the County Administrator and the Clerk of its County Council and Carolina Structural Systems, LLC 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, effective the day and year first above written.

CAROLINA STRUCTURAL SYSTEMS LLC

Signature: _____

Name: _____

Title: _____

/SIGNATURE PAGE TO SPECIAL SOURCE CREDIT AGREEMENT/

EXHIBIT A

Exhibit A Description of Land

TRACT 1

All that certain piece, parcel or tract of land containing 19.548 acres, more or less, lying and being more particularly described in that certain plat prepared by Triad Surveyors & Land Planners dated June 4, 2001, and recorded in the Office of the Register of Deeds for Greenville County in Plat Book 44-S at page 39 A & B reference to which is hereby craved for a more complete metes and bound description.

THIS being the same land deed to Grantor herein by Deed of Toyoda-Koki Automotive South Carolina, Inc. by deed dated December 20, 2001 and recorded in the office of the Register of Deeds for Greenville County in Deed Book 1978 at page 1255.

TM#: 0409000100109

TRACT 2

All that piece, parcel or tract of land containing 50,004 acres, more or less, as shown on a plat dated June 8, 2000, as revised, prepared by Freeland & Associates, Inc., and recorded in the Office of the Register of Deeds for Greenville County in Plat Book 42-H at page 78, reference to which is hereby craved for a more complete metes and bounds description thereof.

THIS being the same property conveyed to the Grantor herein by Deed of Toyoda-Koki Automotive South Carolina, Inc. by deed dated February 28, 2001, and recorded in the Office of the Register of Deeds for Greenville County in Deed Book 1945 at page 1149 on March 13, 2001.

TM#: 0409000100105

EXHIBIT B

INFRASTRUCTURE INVESTMENT CERTIFICATION

I _____, the _____ of Carolina Structural Systems, LLC (the “*Company*”), do hereby certify in connection with the Special Source Credit Agreement dated as of February 20, 2024 (the “*Agreement*”) between Anderson County, South Carolina and Carolina Structural Systems, LLC (the “*Company*”), as follows:

(1) As of December 31, 20__, the total amount of Special Source Revenue Credits received by the Company is \$_____.

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

By: _____

Name: _____

Its: _____

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:

REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

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

1. The Anderson County Council hereby finds that this proposed rezoning is consistent with the Anderson County Comprehensive Plan and in accord with requirements of the South Carolina Code of Laws Title 6, Chapter 29, Article 5.
2. The Anderson County Council hereby amends the Anderson County Official Zoning Map as previously adopted July 20, 1999, by Anderson County Ordinance #99-004 to rezone from R-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:

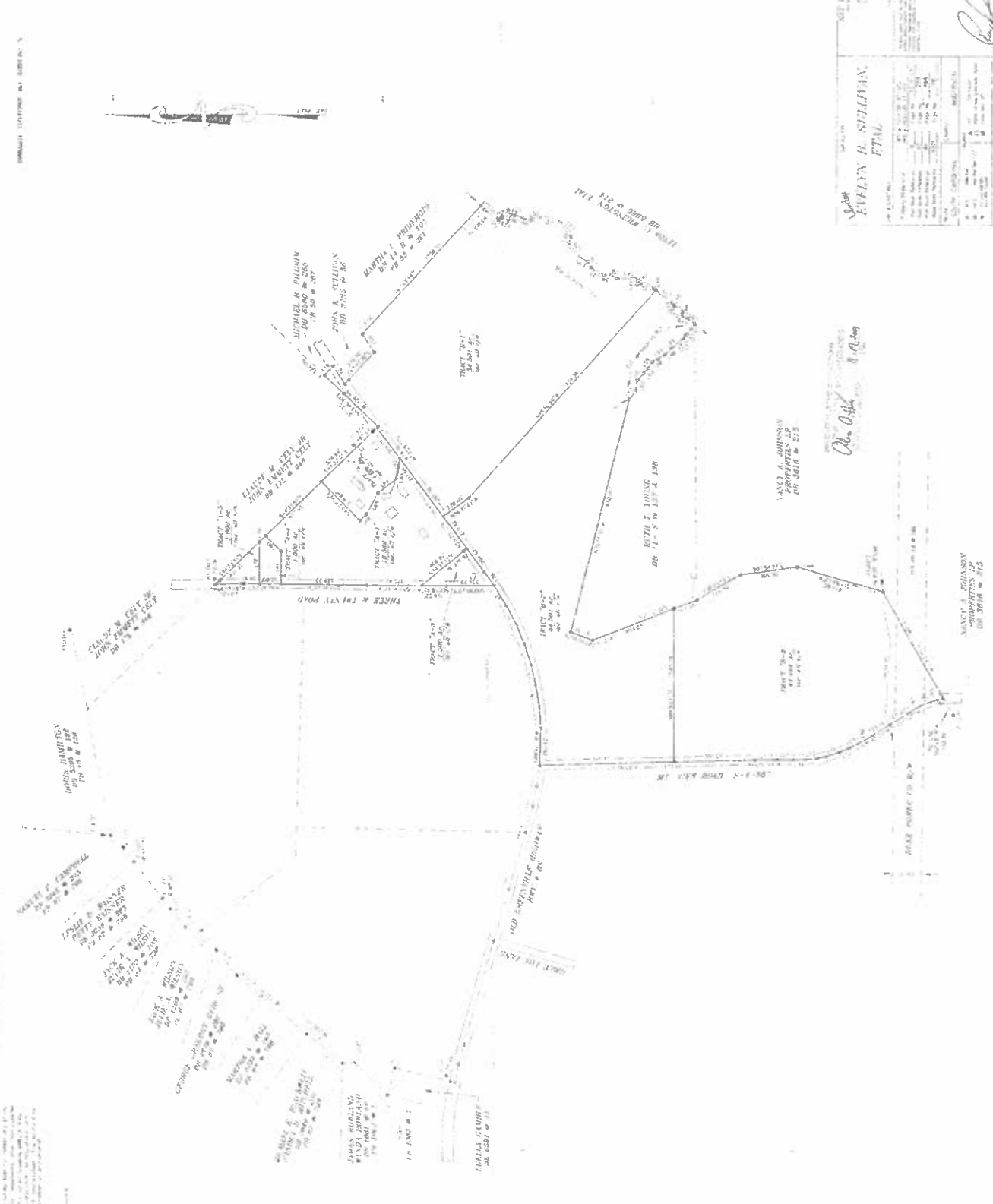
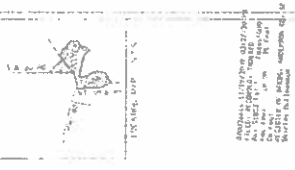
Application Received By: _____

Complete Submission Date: _____

Commission Public Hearing: _____

Council Public Hearing: _____

STANDARD MAPS AND SURVEYS



Survey of
Evelyn R. Sullivan
ETAL

Chas. O. Sullivan
Surveyor

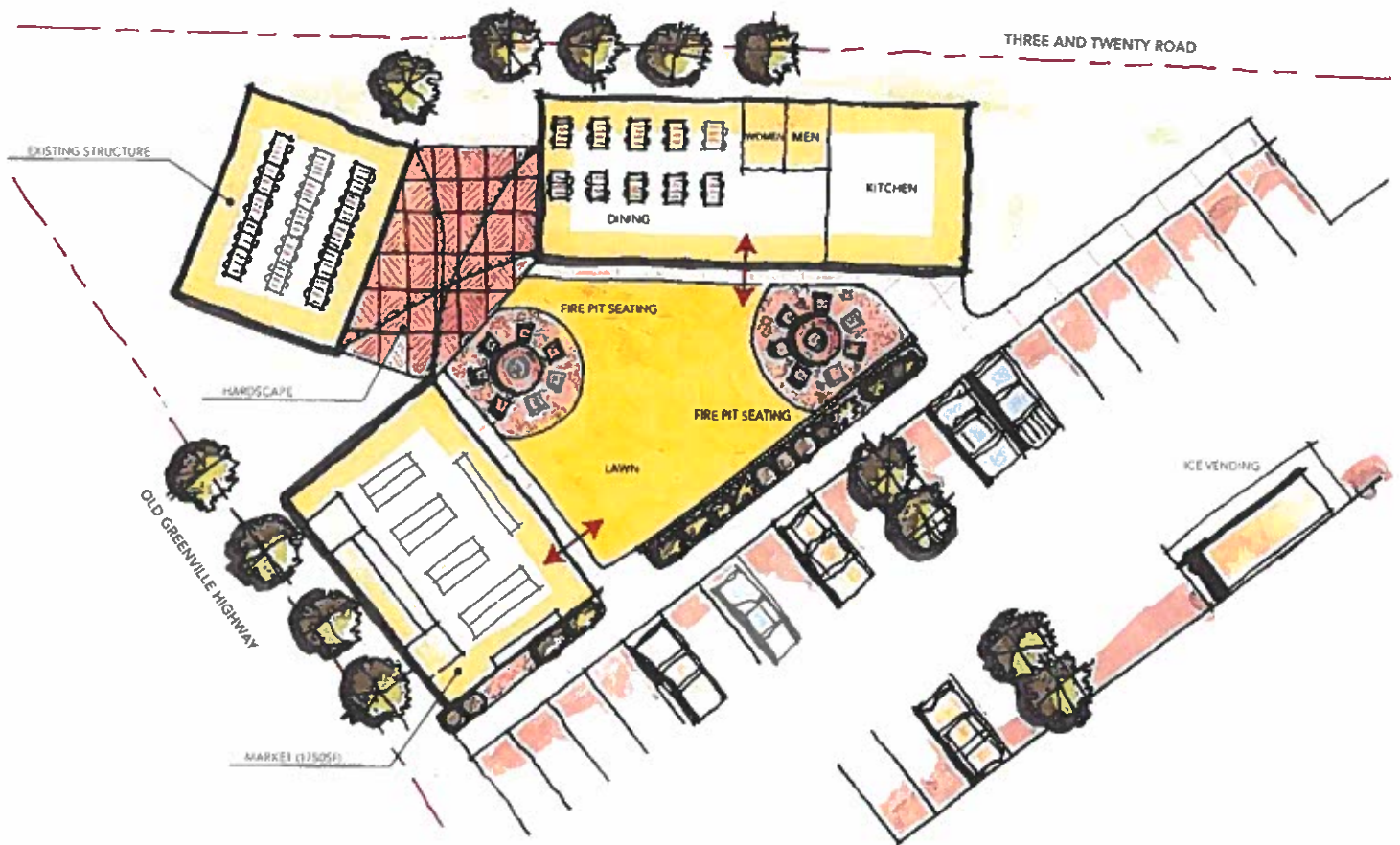
Nancy S. Johnson
Owner
DB 3018 # 275

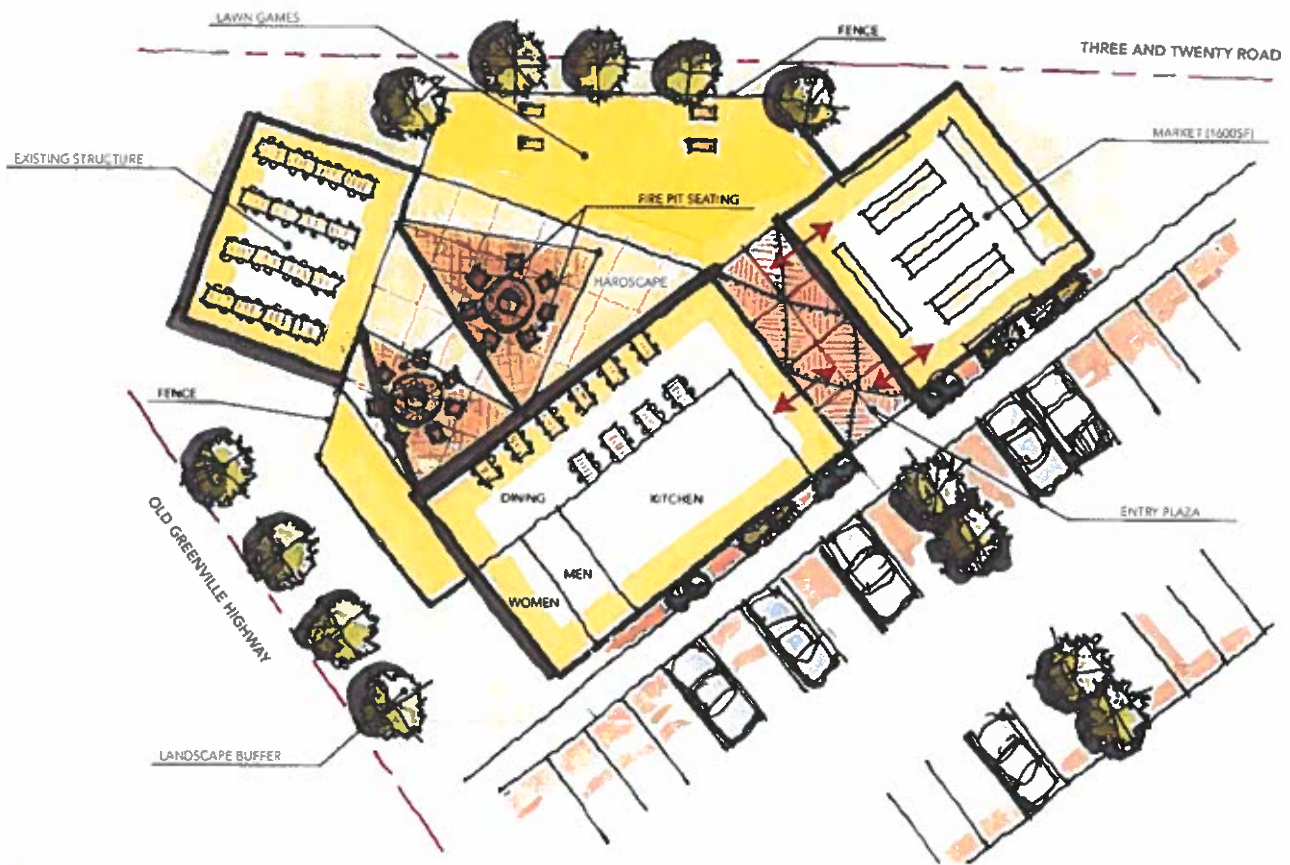
Nancy S. Johnson
Owner
DB 3018 # 275

Survey of
Evelyn R. Sullivan
ETAL

Lot	Area	Owner	DB	Page
1	1.00	Michael R. Pichum	DB 3000 # 265	1
2	1.00	John A. Sullivan	DB 3750 # 36	1
3	1.00	Martha J. Pichum	DB 3750 # 36	1
4	1.00	Ruth Z. Loung	DB 3750 # 36	1
5	1.00	Nancy S. Johnson	DB 3018 # 275	1

Lot	Area	Owner	DB	Page
1	1.00	Michael R. Pichum	DB 3000 # 265	1
2	1.00	John A. Sullivan	DB 3750 # 36	1
3	1.00	Martha J. Pichum	DB 3750 # 36	1
4	1.00	Ruth Z. Loung	DB 3750 # 36	1
5	1.00	Nancy S. Johnson	DB 3018 # 275	1





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)
) **PROBATE**
COUNTY OF GREENVILLE)

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 L. 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

- | | |
|---|--|
| <input type="checkbox"/> Compatibility with Future Land Use Map | <input type="checkbox"/> The recommendations of staff |
| <input type="checkbox"/> Compatibility with Traffic Levels | <input type="checkbox"/> Compatibility with Surrounding Properties |
| <input type="checkbox"/> Compatibility with Density Levels | <input type="checkbox"/> Use and Value of Surrounding Properties |
| <input type="checkbox"/> Concerns for public, health, safety, convenience, prosperity & general welfare | <input type="checkbox"/> Concerns for the balance of the interest of sub dividers, homeowners and public |
| <input type="checkbox"/> Concerns for the effects of the proposed development on the local tax base | <input type="checkbox"/> The ability of existing or planned infrastructure and transportation system to serve the proposed development |
| <input type="checkbox"/> 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 EASTGROUP PROPERTIES, L.P., A COMPANY FORMERLY KNOWN TO THE COUNTY 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 EastGroup Properties, L.P., a Delaware limited partnership (the “*Company*”) (which was formerly 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 20th day of February, 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: January 16, 2024
Second Reading: February 6, 2024
Third Reading: February 20, 2024
Public Hearing: February 20, 2024

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 January 16, 2024, February 6, 2024, and February 20, 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

EASTGROUP PROPERTIES, L.P.

Dated as of February 20, 2024

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SUMMARY OF CONTENTS OF FEE IN LIEU OF TAX AGREEMENT

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

Company Name:	EastGroup Properties, L.P.	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
Attorney	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:	2024-006 / Feb. 20, 2024
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 February 20, 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 **EASTGROUP PROPERTIES, L.P.**, formerly identified as **PROJECT TURKEY**, a limited partnership 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 February 20, 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 EastGroup Properties, L.P., a Delaware limited partnership, 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 Requirements

(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 12-44-120 of the FILOT Act or any successor provision, any financing arrangements entered into by the Company or any Sponsor Affiliates with respect to the Project and any security interests granted by the Company or any Sponsor Affiliates in connection therewith shall not be construed as a transfer for purposes of the Transfer Provisions. Notwithstanding anything in this Fee Agreement to the contrary, it is not intended in this Fee Agreement that the County shall impose transfer restrictions with respect to the Company, any Sponsor Affiliates or the Project as are any more restrictive than the Transfer Provisions.

Section 5.06 Indemnification Covenants

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

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

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

Section 5.07 Qualification in State

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

Section 5.08 No Liability of County's Personnel

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

Section 5.09 Assignment, Leases or Transfers

The County agrees that the Company and any Sponsor Affiliates may at any time (a) transfer all or any of their rights and interests under this Fee Agreement or with respect to all or any part of the Project, or (b) enter into any lending, financing, leasing, security, or similar arrangement or succession of such arrangements with any financing or other entity with respect to this Fee Agreement or all or any part of the Project, including without limitation any sale-

leaseback, equipment lease, build-to-suit lease, synthetic lease, nordic lease, defeased tax benefit or transfer lease, assignment, sublease or similar arrangement or succession of such arrangements, regardless of the identity of the income tax owner of such portion of the Project, whereby the transferee in any such arrangement leases the portion of the Project in question to the Company or any Sponsor Affiliate or operates such assets for the Company or any Sponsor Affiliate or is leasing the portion of the Project in question from the Company or any Sponsor Affiliate. In order to preserve the FILOT benefit afforded hereunder with respect to any portion of the Project so transferred, leased, financed, or otherwise affected: (i) except in connection with any transfer to an Affiliate of the Company or of any Sponsor Affiliate, or transfers, leases, or financing arrangements pursuant to clause (b) above (as to which such transfers the County hereby consents), the Company and any Sponsor Affiliates, as applicable, shall obtain the prior consent or subsequent ratification of the County, which consent or subsequent ratification may be granted by the County in its sole discretion 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:

EastGroup Properties, L.P.
Attn: John Ratliff
3495 Piedmont Road NE
Building 11, Suite 350
Atlanta, GA 30305

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

EastGroup Properties, L.P.
Attn: Felisha Reddick
4725 Entrance Drive, Ste G
Charlotte, North Carolina 28273

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

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

FORVIS LLP
Attn: Property Tax
4350 Congress Street, Suite 900
Charlotte, North Carolina 28209

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]

EASTGROUP PROPERTIES, L.P.

By: _____

Its: _____

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

EXHIBIT A

LEGAL DESCRIPTION

All that certain piece, parcel or tract of land with improvements thereon lying and being in Anderson County, South Carolina, designated as Lot 2, containing 15.623 acres, more or less, and being more particularly described on that certain Subdivision plan for Pelzer Point Commerce Center by Tru-Line Surveying Co., Inc., dated November 13, 2020 and recorded December 15, 2020, in Plat Book S2738, at Page 8, in the Register of Deeds for Anderson County, South Carolina.

TMS No. 2180001038

EXHIBIT B

INVESTMENT CERTIFICATION

I _____, the _____ of EastGroup Properties, L.P. (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 February 20, 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__.

EASTGROUP PROPERTIES, L.P.

Name: _____

Its: _____

EXHIBIT C

INFRASTRUCTURE INVESTMENT CERTIFICATION

I _____, the _____ of EastGroup Properties, L.P. (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 February 20, 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__.

EASTGROUP PROPERTIES, L.P.

Name: _____

Its: _____

SPECIAL SOURCE CREDIT AGREEMENT

between

ANDERSON COUNTY, SOUTH CAROLINA,

and

EASTGROUP PROPERTIES, L.P.,
a Delaware Limited Partnership

Dated as of February 20, 2024

SPECIAL SOURCE CREDIT AGREEMENT

THIS SPECIAL SOURCE CREDIT AGREEMENT, dated as of February 20, 2024 (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 **EASTGROUP PROPERTIES, L.P.**, formerly identified as **PROJECT TURKEY**, a limited partnership organized and existing under the laws of the State of Delaware (the “Company”).

WITNESSETH:

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 February 20, 2024, following conducting a public hearing on February 20, 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 February 20, 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 limited partnership duly organized, validly existing, and in good standing under the laws of the State of Delaware 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:
(which shall not
constitute notice
to the County) Anderson County Attorney
Attn: Leon C. Harmon
Post Office Box 8002
Anderson, South Carolina 29622

(b) if to the Company: EastGroup Properties, L.P.
Attn: John Ratliff
3495 Piedmont Road NE
Building 11, Suite 350
Atlanta, GA 30305

with a copy to:
(which shall not
constitute notice
to the Company) EastGroup Properties, L.P.
Attn: Felisha Reddick
4725 Entrance Drive, Ste G
Charlotte, NC 28273

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

with a copy to:
(which shall not
constitute notice
to the Company) FORVIS LLP
Attn: Property Tax
4350 Congress Street, Suite 900
Charlotte, NC 28209

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]

EASTGROUP PROPERTIES, L.P.

By: _____
Name: _____
Title: _____

[Signature page 2 to Special Source Credit Agreement]

EXHIBIT A

REAL PROPERTY DESCRIPTION

All that certain piece, parcel or tract of land with improvements thereon lying and being in Anderson County, South Carolina, designated as Lot 1, containing 12.842 acres, more or less, and being more particularly described on that certain Subdivision plat for Pelzer Point Commerce Center by Tru-Line Surveying Co., Inc., dated November 13, 2020 and recorded December 15, 2020, in Plat Book S2738, Page 8, in the Register of Deeds for Anderson County, South Carolina.

TMS No. 2180001001

EXHIBIT B

INFRASTRUCTURE INVESTMENT CERTIFICATION

I _____, the _____ of EastGroup Properties, L.P. (the "Company"), do hereby certify in connection with the Special Source Credit Agreement dated as of February 20, 2024 (the "Agreement") between Anderson County, South Carolina and EastGroup Properties, L.P. (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__.

EASTGROUP PROPERTIES, L.P.

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 EASTGROUP PROPERTIES, L.P.; 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 EastGroup Properties, L.P., 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.

ORDAINED in meeting duly assembled this 20th day of February 2024.

ANDERSON COUNTY, SOUTH CAROLINA

Tommy Dunn, Chairman of County Council

ATTEST:

Rusty Burns
Anderson County Administrator

Renee Watts
Clerk to County Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

First Reading:	January 16, 2024
Second Reading:	February 6, 2024
Public Hearing:	February 20, 2024
Third Reading:	February 20, 2024

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 (EastGroup Properties, L.P.) Property Description

All that certain piece, parcel or tract of land with improvements thereon lying and being in Anderson County, South Carolina, designated as Lot 1, containing 12.842 acres, more or less, and being more particularly described on that certain Subdivision plat for Pelzer Point Commerce Center by Tru-Line Surveying Co., Inc., dated November 13, 2020 and recorded December 15, 2020, in Plat Book S2738, Page 8, in the Register of Deeds for Anderson County, South Carolina.

TMS No. 2180001001

All that certain piece, parcel or tract of land with improvements thereon lying and being in Anderson County, South Carolina, designated as Lot 2, containing 15.623 acres, more or less, and being more particularly described on that certain Subdivision plan for Pelzer Point Commerce Center by Tru-Line Surveying Co., Inc., dated November 13, 2020 and recorded December 15, 2020, in Plat Book S2738, at Page 8, in the Register of Deeds for Anderson County, South Carolina.

TMS No. 2180001038

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 January 16, 2024, February 6, 2024 and February 20, 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

ORDINANCE NO. 2024-008

AN ORDINANCE TO AMEND SECTION 24-335 OF THE ANDERSON COUNTY, SOUTH CAROLINA, CODE OF ORDINANCES TO ADD AN ADDITIONAL SUBSECTION CONCERNING THE EFFECT OF AN APPEAL OF A PLANNING COMMISSION DECISION ON A SUBSEQUENT PRELIMINARY PLAT SUBMISSION; AND OTHER MATTERS RELATED THERETO.

WHEREAS, the Anderson County, South Carolina, Code of Ordinances, Chapter 24 does not presently address the effect of an appeal of a Planning Commission decision on a preliminary plat upon an amended or corrected preliminary plat submitted for approval by the Planning Commission;

WHEREAS, the Anderson County Council desires to provide for the effective and efficient operation of the Planning Commission;

WHEREAS, the Anderson County Council desires to amend section 24-335 of the Code of Ordinances to address the above stated issue.

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

1. The Code of Ordinances, Anderson County, South Carolina, is hereby amended by adding a section to be numbered 24-335 (6), which section reads as follows:

24-335 (6)

If an amended or corrected preliminary plat or a new preliminary plat is submitted for consideration for approval by the Planning Commission on the same or a portion of the same project site during the pendency of an appeal from a prior Planning Commission decision to deny before the Circuit Court, the South Carolina Court of Appeals, or the South Carolina Supreme Court, the Planning Commission shall not consider the submission and it shall be returned to the applicant.

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

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

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

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

ORDAINED in meeting duly assembled this _____ day of _____, 2024.

ATTEST:

FOR ANDERSON COUNTY:

Rusty Burns
Anderson County Administrator

Tommy Dunn, District #5, Chairman

Renee D. Watts
Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

1st Reading: January 16, 2024

2nd Reading: February 6, 2024

3rd Reading: February 20, 2024

Public Hearing: February 20, 2024

ORDINANCE NO. 2024-002

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

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

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

WHEREAS, in connection with certain incentives being offered by Anderson County, it is now desired that the boundaries of the Park be enlarged to include certain parcel(s) 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 property located in Anderson County described in the schedule attached to this Ordinance, and, pursuant to Section 3(B) of the Agreement, upon adoption by Greenville County 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.

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

ATTEST:

FOR ANDERSON COUNTY:

Rusty Burns
Anderson County Administrator

Tommy Dunn, District #5, Chairman

Renee D. Watts
Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

First Reading: February 6, 2024
Second Reading: February 20, 2024
Third Reading: _____
Public Hearing: _____

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

APG Colors and Additives, LLC and Green Lantern LLC (Project Colorful)

ALL THAT CERTAIN piece, parcel or tract of land, situate, lying and being in Belton Township, County of Anderson, State of South Carolina, containing 25.76 acres as shown on a plat of survey entitled "Survey for Mohawk Carpet Corporation & Mohawk Industries, Inc., near Belton", prepared by Arcadis Geraghty & Miller, dated July 9, 1993, last revised September 23, 1999, and recorded in the Office of the Register of Deeds for Anderson County in Slide 1059 at Page 3, and having, according to said plat the following metes and bounds, to-wit:

Beginning at a point at the intersection of the northern edge of the right-of-way of South Carolina Secondary Road S4-29 and the northeastern right-of-way of Old Southern Railway System; thence running with the right-of-way of Old Southern Railway System, N 38-13-12 W 1,473.53 feet to a point at the joint line with the 43.98 acre tract; thence turning and running with the said joint line, N 51-46-20 E 651.20 feet to an old iron pin; thence S 38-13-33 E 466.70 feet to an iron pin; thence N 45-28-06 E 104.86 feet to an iron pin; thence running N 59-28-51 E 163.41 feet to an iron pin; thence turning and running S 37-54-49 E 169.10 feet to an iron pin; thence turning and running S 50-16-46 W 265.24 feet to an iron pin; thence turning and running S 38-14-11 E 639.10 feet to an iron pin; thence turning and running with property now or formerly of James J. Callaham and Walter L. Callaham, S 00-16-54 E 41.4 feet to an iron pin; thence running with property now or formerly of Walter L. Callaham, S 00-42-58 E 780.99 feet to an iron pin in the center of the right-of-way of South Carolina Secondary Road S4-29; thence turning and running with the center line of the right-of-way of South Carolina Secondary Road S4-29, N 56-49-56 W 181.86 feet to an iron pin; thence running with the right-of-way of South Carolina Secondary Road S4-29, N 63-01-00 W 220.84 feet to an iron pin; thence running N 38-13-12 W 97.87 feet to an iron pin, being the Point of Beginning.

ALSO:

ALL THAT CERTAIN piece, parcel or tract of land, situate, lying and being in Belton Township, County of Anderson, State of South Carolina, containing 1.33 acres as shown on a plat of survey entitled "Survey for Mohawk Carpet Corporation & Mohawk Industries, Inc., near Belton", prepared by Arcadis Geraghty & Miller, dated July 9, 1993, last revised September 23, 1999, and recorded in the Office of the Register of Deeds for Anderson County in Slide 1059 at Page 3, and having, according to said plat, the following metes and bounds, to-wit:

Beginning at an iron pin in the center of the right-of-way of South Carolina Secondary Road S4-29 and the northeasterly edge of the right-of-way of Old Southern Railway System; thence running with the northeasterly edge of the right-of-way of Old Southern Railway System, N 38-13-12 W 1970.8 feet to an iron pin at the joint line of property now or formerly of J.E. Ellison; thence turning and running S 27-15-00 E 32.9 feet to an iron pin in the center of the right-of-way of Old Southern Railway System; thence turning and running with the center line of the right-of-way of Southern Railway System, S 38-13-12 E 1892.60 feet to a point; thence turning and running S 63-01-00 E 71.30 feet to an iron pin in the center of right-of-way of South Carolina Secondary Road S4-29, being the Point of Beginning.

DERIVATION: This being the same property conveyed to Southern Warehouse Associates, LLC by deed from Allen S. Beck dated September 12, 2002 and recorded September 13, 2002 in Deed Book 4958, page 5, Anderson County Records.

TMS # 223-00-10-015

COUNTY OF ANDERSON

I, the undersigned Clerk to County Council of Anderson County, South Carolina, do hereby certify (i) 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; and (ii) the public hearing for the attached ordinance was conducted by County Council at the County Council meeting of _____, 2024.

Clerk, Anderson County Council

Dated: _____, 2024

ORDINANCE NO. 2024-009

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

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

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

WHEREAS, in connection with certain incentives being offered by Anderson County pursuant to that certain Fee in Lieu of Tax and Incentive Agreement by and between parties including Anderson County and FedEx Ground Package System, Inc. dated as of May 17, 2022 ("Effective Date"), it is now desired that the boundaries of the Park be enlarged to include certain parcels in Anderson County as of the Effective Date;

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

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

ATTEST:

FOR ANDERSON COUNTY:

Rusty Burns
Anderson County Administrator

Tommy Dunn, District #5, Chairman

Renee D. Watts
Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

1st Reading: February 6, 2024

2nd Reading: February 20, 2024

3rd Reading: _____

Public Hearing: _____

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

FedEx Ground Package System Project Property

All that certain piece parcel or lot of land, situate, lying and being in the County of Anderson, State of South Carolina, being shown and designated as containing 41.609 acres, more or less, on that certain survey entitled "Boundary Survey of 41.609 ACRES Located on S.C. 81 North & Evergreen Road", prepared by Samuel B. Glenn, Jr. of Glenn Surveyors, Inc., dated January 18, 2022 and recorded on January 25, 2022 in the Office of the Register of Deeds for Anderson County in Plat Book/Slide 2881, Page 3. The said 41.609 acres having the courses and distances, metes and bounds as upon said survey appear which are hereby incorporated by reference as though fully set out herein.

TMS No. 144-00-04-008

STATE OF SOUTH CAROLINA)
)
COUNTY OF ANDERSON)

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

Renee D. Watts, Clerk, Anderson County Council

Dated: _____, 20____

ORDINANCE NO.:2024-010

AN ORDINANCE TO AMEND SECTION 28-48 OF THE CODE OF ORDINANCES, ANDERSON COUNTY, SOUTH CAROLINA, TO PROVIDE FOR TWO AT-LARGE MEMBERS TO THE ANDERSON COUNTY LIBRARY BOARD OF TRUSTEES; AND OTHER MATTERS RELATED THERETO.

WHEREAS, in accordance with the requirement of Section 4-9-33(A) of the Code of Laws of South Carolina 1976, as amended, the Anderson County Council established a county public library system;

WHEREAS, Section 4-9-33(B) of the Code of Laws of South Carolina 1976, as amended, provides that each county public library system shall be controlled and managed by a board of trustees consisting of not fewer than seven nor more than eleven members appointed by the county council for terms of four years;

WHEREAS, Section 28-48 of the Code of Ordinances, Anderson County, South Carolina provides for a county library board of trustees consisting of seven members; and

WHEREAS, the Anderson County Council desires to increase the number of the county library board of trustees to nine by adding two at-large members to the board of trustees.

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

1. Section 28-48. Created; Members.

The county library system shall be managed by a board of trustees consisting of nine members, with one appointment per council district and two at-large members to be appointed by the county council. Each trustee, once appointed, shall serve a four-year term until successors are appointed and qualified. Vacancies shall be filled in the manner of original appointment for the unexpired term.

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

ORDAINED in meeting duly assembled this _____ day of _____, 2024.

ATTEST:

FOR ANDERSON COUNTY:

Rusty Burns
Anderson County Administrator

Tommy Dunn, District #5, Chairman

Renee D. Watts
Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

1st Reading: February 6, 2024

2nd Reading: February 20, 2024

3rd Reading: _____

Public Hearing: _____

ORDINANCE NO. 2024-005

AN ORDINANCE TO LEASE REAL PROPERTY TO HOPE MISSIONS OF THE UPSTATE; AND OTHER MATTERS RELATED THERETO.

WHEREAS, the Anderson County Code requires a public hearing prior to the lease of real property; and

WHEREAS, Anderson County is the current owner of a parcel of land located at 213 S Towers Street in the City of Anderson and identified by tax map number 123-30-15-001; and

WHEREAS, HOPE Missions of the Upstate, is a South Carolina nonprofit corporation registered with the State of South Carolina; and

WHEREAS, the property referenced will be used by HOPE Missions of the Upstate for the purpose of operating as a nonprofit corporation.

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

1. Anderson County desires to lease the following real property to HOPE Missions of the Upstate for a nominal fee:
 - a. A portion of a building on land situated at 213 S. Towers Street, Anderson, South Carolina 29624; TMS No. 123-30-15-001.
2. The Anderson County Administrator is hereby authorized and directed to execute any documents necessary to effectuate the lease of this parcel of real property as described herein and in a form substantially similar to, and not materially different from, the lease agreement attached hereto as Exhibit A.
3. All other terms, provisions, sections, and contents of the Code of Ordinances, Anderson County, South Carolina not specifically affected hereby remain in full force and effect.
4. 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.
5. This Ordinance shall take effect from and after the public hearing and the third reading in accordance with the Code of Ordinances, Anderson County, South Carolina.

ORDAINED in meeting duly assembled this _____ day of _____, 2024.

[SIGNATURE PAGE TO FOLLOW]

ATTEST:

Rusty Burns
Anderson County Administrator

Renee Watts
Clerk to Council

FOR ANDERSON COUNTY:

Tommy Dunn, District #5, Chairman

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

First Reading: _____

Second Reading: _____

Third Reading: _____

Public Hearing: _____

GROUND LEASE AGREEMENT

RECITALS:

WITNESSETH:

Section 3. Term of Ground Lease. The term of this Ground Lease shall be for the period beginning January 1, 2024 and ending on December 31, 2024.

Section 4. Authority. Ground Lessor and Ground Lessee each represent and warrant they have full power and authority to execute and enter into this Ground Lease for the full term herein granted under the terms and conditions provided herein and that this Ground Lease is a valid and binding obligation of each of them enforceable in accordance with its terms

Section 5. Quiet Enjoyment. Ground Lessor covenants that Ground Lessee, on the performance of the terms and conditions of this Ground Lease, shall and may peaceably and quietly have, hold and enjoy the Demised Premises for the full term of this Ground Lease.

Section 6. No Partnership or Joint Venture. Under no circumstances shall Ground Lessor and Ground Lessee be deemed or held to be partners or joint ventures in or concerning the Demised Premises.

Section 7. Condition of Demised Premises and Disclaimer of Liability. The Demised Premises is leased in a "WHERE IS, AS IS" condition. Ground Lessor makes no representation or warranty, express or implied, as to the condition of the Demised Premises and expressly disclaims same.

GROUND LESSOR HEREBY DISCLAIMS, AND GROUND LESSEE HEREBY RELEASES GROUND LESSOR AS WELL AS ITS COUNCIL MEMBERS, OFFICERS, EMPLOYEES AGENTS, SUCCESSORS AND ASSIGNS FROM, ANY AND ALL LIABILITY, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY AND NEGLIGENCE) FOR ANY LOSS, DAMAGE OR INJURY OF ANY NATURE WHATSOEVER SUSTAINED BY GROUND LESSEE, ITS EMPLOYEES, AGENTS, CONTRACTORS, LICENSEES OR INVITEES ARISING OUT OF, OR RELATED IN ANY MANNER TO, THIS GROUND LEASE OR THE USE OF THE DEMISED PREMISES. NOTWITHSTANDING THE FOREGOING, GROUND LESSOR SHALL BE LIABLE FOR LOSSES, DAMAGES OR INJURIES PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OR INTENTIONAL ACTS OF GROUND LESSOR OR ITS EMPLOYEES OR AGENTS. THE PARTIES DO, HOWEVER, HEREBY AGREE THAT UNDER NO CIRCUMSTANCES SHALL GROUND LESSOR BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, WHETHER IN CONTRACT OR TORT.

Section 8. Insurance. Ground Lessee shall, at its sole expense, carry and keep in force a policy of comprehensive liability insurance, including property damage, with respect to office space. Said policy shall provide at least the following limits: bodily injury \$1,000,000.00 each person, \$1,000,000.00 each occurrence and property damage \$1,000,000.00 each occurrence. In addition to Ground Lessee and to the extent possible, the policy shall also name Ground Lessor as an additional insured at the cost of Ground Lessee, at all times while the Ground Lease is in effect. Ground Lessee shall, upon written request from Ground Lessor, deliver to Ground Lessor certificates or other evidence that the insurance coverage required above is in effect. Ground Lessee shall further require any third party operating upon the Demised Premises or furnishing equipment to be operated upon the Demised Premises to carry comprehensive liability insurance in an amount commensurate with the risk, but in no event with less than the limits stated above, as well as property and casualty insurance fully insuring said third party's property against loss. Ground Lessee shall have the option of procuring at its sole expense additional insurance coverage against third said party risks and liability in which event Ground Lessor shall be named as an additional insured in accordance with the foregoing provisions. All insurance required hereunder shall, at a minimum, be issued by insurance companies authorized to do business in the State of South Carolina, with a Best's Rating of at least A and a Financial Size Category of at least VH as rated in the most recent edition of Best's Insurance Reports.

Section 9. Environmental. Ground Lessee and/or its employees, agents, contractors, invitees, licensees or permittees shall not deposit or cause to be deposited Hazardous Material (as hereinafter defined) in or upon the Demised Premises and shall operate the Demised Premises in full compliance with all laws, orders, regulations, rules, ordinances, and requirements of the Federal, State, County and local Governments, including all Environmental Laws (as hereinafter defined). The term "Hazardous Material" means any substance, chemical, compound, product, solid, gas, liquid, waste, byproduct, pollutant, contaminant, or material which is hazardous or toxic. The term "Environmental Laws" means all federal, state and local laws, statutes, ordinances and regulations, now or hereafter in effect, and applicable to the Premises relating

to the regulation and protection of human health and safety and/or the environment and natural resources.

Section 10. Improvements. Ground Lessee shall not erect any permanent structure on or upon the Demised Premises. Upon termination of the Ground Lease, Ground Lessee shall, at its sole expense, return the Demised Premises to its original condition, normal wear and tear excepted.

Section 11. Default by Ground Lessee. If Ground Lessee shall fail to keep or shall violate a condition or agreement in this Ground Lease on the part of Ground Lessee to be performed and if either such failure or violation shall have continued for a period of 60 days after Ground Lessee shall have received written notice by certified or registered mail from Ground Lessor to cure such violation or failure, or for such additional period of time as may be reasonably necessary provided Ground Lessee diligently undertakes to cure such default, then, in such event, Ground Lessor shall have the right at its option, in addition to and not in lieu of all of the rights to which it may be entitled to hereunder and by law, to terminate this Ground Lease and re-enter and repossess all and singular the Demised Premises. Neither the exercise by Ground Lessor of any or all of its rights under this Ground Lease or law nor the defaults by Ground Lessee of any of Ground Lessee's obligations to Ground Lessor shall in any way relieve Ground Lessee of Ground Lessee's obligation to any third party to whom Ground Lessee may be obligated.

Section 12. Default by Ground Lessor. If Ground Lessor shall fail to keep or shall violate a condition or agreement in this Ground Lease on the part of Ground Lessor to be performed and if either such failure or violation shall have continued for a period of 60 days after Ground Lessor shall have received written notice by certified or registered mail from Ground Lessee to cure such violation or failure, or for such additional period of time as may be reasonably necessary provided Ground Lessor diligently undertakes to cure such default, then, in such event Ground Lessee may in addition to and not in lieu of all of the rights to which it may be entitled hereunder and by law, terminate this Ground Lease and turn over possession of the Demised Premises to Ground Lessor.

Section 13. Termination. Ground Lessee agrees upon the expiration of the original term as specified in Section 3, or upon the earlier termination of the Ground Lease as provided herein, to quit and surrender the Demised Premises and that all title and interest in the Demised Premises shall vest in Ground Lessor free and clear of the encumbrances of this Ground Lease and that the improvements on the Demised Premises will be and become the property of Ground Lessor or Ground Lessor's designee.

Notwithstanding the foregoing, either party may terminate this Ground Lease for convenience upon ninety days written notice to the other party; Ground Lessor shall use best efforts to make an alternative site available to Ground Lessee upon the same terms and conditions contained herein in the event Ground Lessor terminates the Ground Lease for convenience under this provision.

Section 14. Notice. Any notice to be given by any party to the other pursuant to the provisions of this Ground Lease shall be given by registered or certified mail, addressed to the party for whom it is intended at the address stated below, or such other address as may have been designated in writing:

To Ground Lessee at: ☐ _____
☐ _____
☐ _____
Attention: ☐ _____

To Ground Lessor at: Anderson County
101 South Main Street
Anderson, South Carolina 29624
Attention: County Administrator

Section 15. Successors and Assigns. The covenants, conditions and agreements contained in this Ground Lease shall bind and inure to the benefit of Ground Lessor and Ground Lessee and their respective successors and assigns; provided, however, that Ground Lessee shall not assign, sublease or otherwise transfer its interests herein without prior written consent of Ground Lessor.

Section 16. Miscellaneous. This Ground Lease shall be subject to the following:

(a) There are no oral or verbal understandings among Ground Lessor and Ground Lessee concerning the subject matter of this Ground Lease, and any amendment, modification or supplement to this Ground Lease must be in writing and signed by all parties.

(b) No waiver of any condition or covenant in this Ground Lease, or of any breach thereof, shall be taken to constitute a waiver of any subsequent breach.

(c) Whenever Ground Lessee requests any consent, permission or approval which may be required or desired by Ground Lessee pursuant to the provisions hereof, Ground Lessor shall not be arbitrary or capricious in withholding or postponing the granting of such consent, permission or approval.

(d) All covenants, promises, conditions and obligations herein contained or implied by law are covenants running with the land and shall attach and bind and inure to the benefit of Ground Lessor and Ground Lessee and their respective legal representatives, successors and assigns, except as otherwise provided herein.

(e) The parties will at any time at the request of any other party, promptly execute duplicate originals of an instrument, in recordable form, which will constitute a short form of lease, setting forth a description of the Demised Premises, the term of this Ground Lease and any other portions thereof, as either party may request.

Section 17. Execution in Counterparts. This Ground Lease may be simultaneously executed in several counterparts each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 18. Applicable Law. This Ground Lease shall be governed by and construed in accordance with the laws of the State of South Carolina without regard to conflict of laws principles.

Section 19. Non-Appropriation. This Ground Lease is at all times subject to the appropriation of funds by the Anderson County Council. In the event of non-appropriation, this Ground Lease shall immediately terminate without further obligation or liability on the part of Ground Lessor.

Section 20. Captions. The captions or headings herein are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or sections of this Ground Lease.

[TWO SIGNATURE PAGES AND TWO EXHIBITS FOLLOW]
[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the undersigned have set their hands as of the date first above written.

GROUND LESSOR:

ANDERSON COUNTY, SOUTH CAROLINA

By: _____
Chairman, County Council

By: _____
County Administrator

[SEAL]
Attest:

By: _____
Clerk, County Council

ADDITIONAL WITNESSES

[ANDERSON COUNTY SIGNATURE PAGE]

IN WITNESS WHEREOF, the undersigned have set their hands as of the date first above written.

GROUND LESSEE:

HOPE MISSIONS OF THE UPSTATE

By: _____

Its: President

ADDITIONAL WITNESSES

[HOPE MISSIONS OF THE UPSTATE SIGNATURE PAGE]

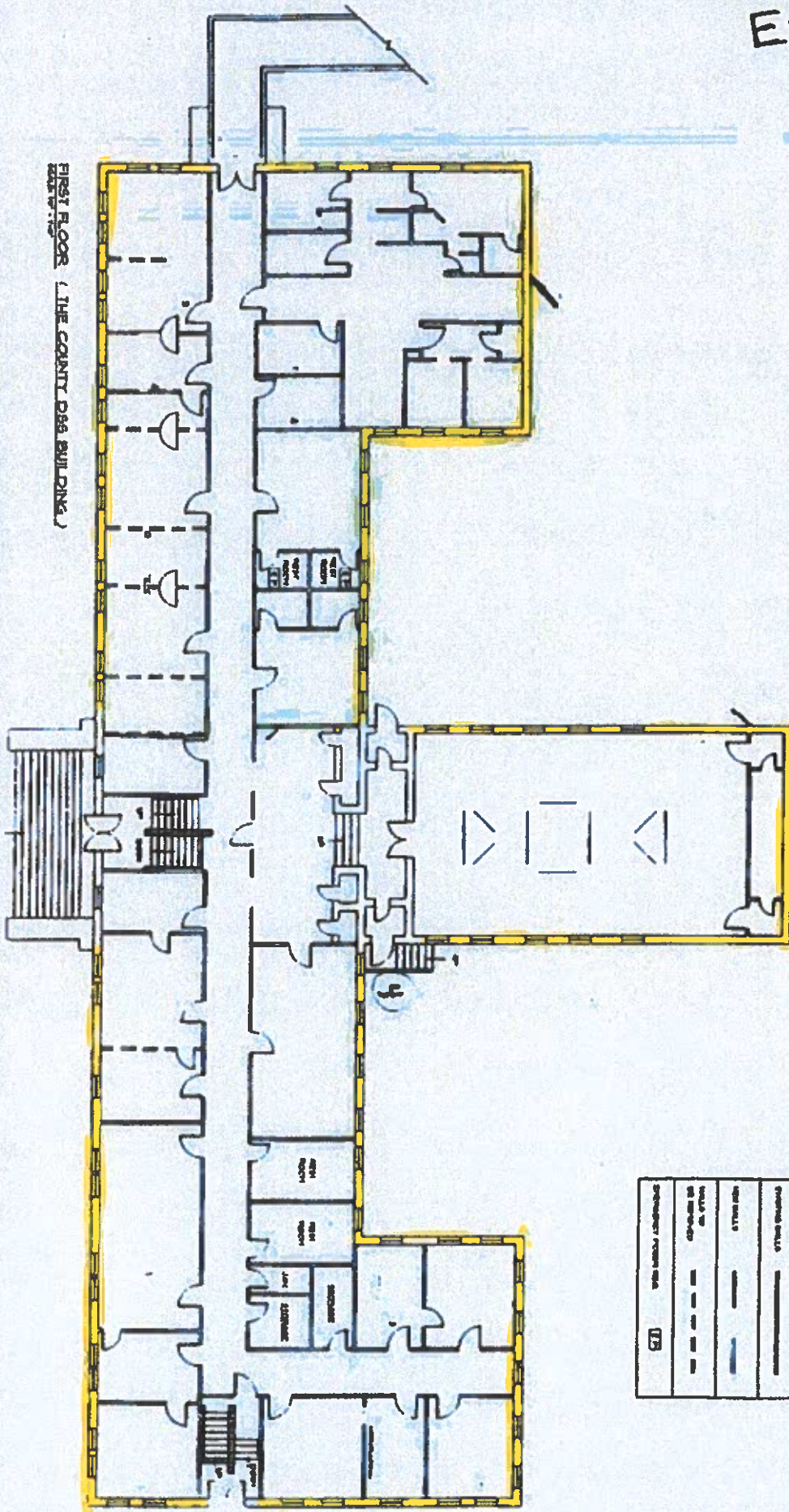
EXHIBIT A
PROPERTY DESCRIPTION

The building is located at 213 S. Towers Street in Anderson, South Carolina. The leased area will be on the main floor and will include the entire floor.

EXHIBIT B
PROPERTY DEPICTION

SEE ATTACHED

Exhibit B



FIRST FLOOR (THE COUNTY DEB. BUILDING)
DATE: 11-19

LEAD	
CHARGE	_____
NO. BALLS	_____
TOTAL	_____
NO. RECHARGE	_____
STANDARD FORM NO.	175

ORDINANCE NO. 2024-011

AN ORDINANCE FINDING THAT HOMELAND PARK WATER DISTRICT, SOUTH CAROLINA, MAY ISSUE NOT EXCEEDING \$1,250,000 OF GENERAL OBLIGATION BONDS IN ONE OR MORE SERIES; TO AUTHORIZE HOMELAND PARK WATER COMMISSION TO ISSUE SUCH BONDS AND TO PROVIDE FOR THE PUBLICATION OF NOTICE OF THE SAID FINDING AND AUTHORIZATION; AND OTHER MATTERS RELATED THERETO.

WHEREAS, by action previously taken, the Anderson County Council (the “*County Council*”), which is the governing body of Anderson County, South Carolina (the “*County*”), ordered that a public hearing on the question of the issuance of not exceeding \$1,250,000 of general obligation bonds of Homeland Park Water District, South Carolina (the “*District*”) be held in the Anderson County Council Chambers, at 6:30 p.m. on March 19, 2024, and notice of such public hearing has been duly published once a week for three successive weeks in *The Anderson Independent-Mail*, a newspaper of general circulation in the County; and

WHEREAS, the said hearing has been duly held at the above time, date and place and said public hearing was conducted publicly and both proponents and opponents of the proposed action were given full opportunity to be heard, and it is now in order for the County Council to proceed, after due deliberation, in accordance with the provisions of Title 6, Chapter 11, Article 5 of the Code of Laws of South Carolina, 1976, as amended, (the “*Enabling Act*”) to make a finding as to whether not exceeding \$1,250,000 of general obligation bonds of the District should be issued.

NOW THEREFORE, BE IT ORDAINED, by the County Council in meeting duly assembled:

Section 1. It is found and determined that each statement of fact set forth in the preambles of this Ordinance is in all respects true and correct.

Section 2. It is found and determined that the Homeland Park Water Commission (the “*Commission*”), the governing body of the District, should be authorized to issue and should issue not exceeding \$1,250,000 of general obligation bonds of the District, in one or more series, as the District shall determine.

Section 3. The County Council hereby authorizes the Commission to issue general obligation bonds of the District in the aggregate principal amount of not exceeding \$1,250,000 as a single issue or from time to time as several separate issues, as the Commission shall determine, for the purpose of defraying the cost of acquiring, constructing, renovating, installing, furnishing and equipping certain waterline improvements, sewer line improvements and facility repairs, and to acquire various items of equipment for the District and related issuance costs of such bonds.

For the payment of the principal of and interest on such bonds as they respectively mature, and for the creation of such sinking fund as may be necessary therefor, the full faith, credit and taxing power of the District shall be irrevocably pledged, and there shall be levied annually a tax without limit on all taxable property in the District sufficient to pay such principal of and interest on the said bonds as they respectively mature, and to create such sinking fund.

Section 4. Pursuant to Section 6-11-870 of the Enabling Act, notice of the action herewith taken shall be given in the form substantially as set forth in *Exhibit A* hereto. Such notice shall be published once a week for three successive weeks in *The Anderson Independent-Mail*, a newspaper of general circulation in Anderson County.

Section 5. The County Council is mindful that the provisions of Section 4-9-1220 of the Code of Laws of South Carolina, 1976, as amended, apply to this Ordinance.

Section 6. The Chairman and other officers of the County Council are herewith authorized and empowered to take such further action as may be necessary to fully implement the action taken by this Ordinance.

Section 7. A certified copy of this Ordinance shall forthwith be transmitted to the Commission to advise it of the action taken by the County Council, whereby the Commission has been authorized to issue, pursuant to the provisions of the Enabling Act, its general obligation bonds in the aggregate principal amount of not exceeding \$1,250,000.

Section 8. The bonds authorized hereunder to be issued by the District (i) are general obligation bonds of the District; (ii) are not general obligations bond of the County; (iii) will in no way count against the constitutional debt limit of the County; and (iv) will not constitute or give rise to a pecuniary liability of the County or a charge against the full faith, credit or taxing power of the County.

ORDAINED in meeting duly assembled this _____ day of _____, 2024.

[SIGNATURE PAGE TO FOLLOW]

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

First Reading: _____

Second Reading: _____

Third Reading: _____

Public Hearing: _____

**NOTICE PURSUANT TO SECTION 6-11-870
CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED**

Notice is hereby given pursuant to the provisions of Section 6-11-870 of the Code of Laws of South Carolina, 1976, as amended, and following a public hearing on March 19, 2024, that the County Council of Anderson County has found that:

1. Homeland Park Water District, South Carolina (the “*District*”), created by Act No. 1101 of the Acts and Joint Resolutions of the General Assembly of the State of South Carolina for the year 1950, as amended, has been authorized to issue not exceeding \$1,250,000 of general obligation bonds of the District either as a single issue, or as several separate issues, for the purpose of defraying the cost of acquiring, constructing, renovating, installing, furnishing and equipping certain waterline improvements, sewer line improvements and facility repairs, and to acquire various items of equipment for the District and related issuance costs. For the payment of the principal of and interest on such bonds as they respectively mature and for the creation of such sinking fund as may be necessary therefore, the full faith, credit and taxing power of the District shall be irrevocably pledged, and there shall be levied annually a tax without limit on all taxable property in the District sufficient to pay such principal and interest and to create such sinking fund.

2. No election has been ordered in the District upon the question of the issuance of the aforesaid bonds.

Any person affected by the action aforesaid of the County Council of Anderson County may by action *de novo* instituted in the Court of Common Pleas for Anderson County within twenty (20) days following the last publication of this Notice but not afterwards challenge the action of the County Council of Anderson County.

COUNTY COUNCIL OF ANDERSON COUNTY

STATE OF SOUTH CAROLINA)
)
COUNTY OF ANDERSON)

CERTIFIED COPY OF ORDINANCE

I, the undersigned, Clerk to County Council (the “*Council*”) of Anderson County, South Carolina,
DO HEREBY CERTIFY:

That the foregoing constitutes a true, correct and verbatim copy of an Ordinance which was given three readings on three separate days, with an interval of not less than seven days between the second and third readings. The original of this Ordinance is duly entered in the permanent records of minutes of meetings of the Council, in my custody as the Clerk to Council.

That each of said meetings was duly called, and all members of the County Council were notified of the same; that a quorum of the membership remained throughout the proceedings incident to the enactment of this Ordinance.

IN WITNESS WHEREOF, I have hereunto set my Hand this 19th day of March, 2024.

ANDERSON COUNTY, SOUTH CAROLINA

Clerk to County Council,
Anderson County, South Carolina

First Reading: February 20, 2024
Second Reading: March 5, 2024
Third Reading: March 19, 2024

Public Hearing: March 19, 2024

RESOLUTION NO. 2024-009

A RESOLUTION CALLING FOR A PUBLIC HEARING TO BE HELD UPON THE QUESTION OF THE ISSUANCE OF NOT EXCEEDING \$1,250,000 GENERAL OBLIGATION BONDS OF HOMELAND PARK WATER DISTRICT, SOUTH CAROLINA, AND TO PROVIDE FOR THE PUBLICATION OF THE NOTICE OF SUCH HEARING; AND OTHER MATTERS RELATED THERETO.

BE IT RESOLVED, by the Anderson County Council (the “*County Council*”), which is the governing body of Anderson County, South Carolina (the “*County*”):

WHEREAS, the County Council is empowered by Title 6, Chapter 11, Article 5 of the Code of laws of South Carolina, 1976, as amended, (the “*Enabling Act*”) to authorize the governing body of any special purpose district created prior to March 7, 1973 and located in whole or in part within the County, to issue general obligation bonds of such special purpose district and to provide funds to be used in the furtherance of any power or function committed to such special purpose district and in effect on March 7, 1973; and

WHEREAS, Homeland Park Water District, South Carolina (the “*District*”), a special purpose district created prior to March 7, 1973 (having been created by Act No. 1101 of the Acts of the General Assembly of the State of South Carolina for the year 1950, as amended) and located solely within the County with the function, *inter alia*, of building, constructing, operating and maintaining waterworks and sewer lines throughout the District, and all apparatus necessary for the proper functioning of the same, and from time to time to enlarge the same for the residents of the District, has petitioned the County Council to authorize the issuance of not exceeding \$1,250,000 of general obligation bonds of the District in order to raise moneys to defray the cost of acquiring, constructing, renovating, installing, furnishing and equipping certain waterline improvements, sewer line improvements and facility repairs, and to acquire various items of equipment for the District (collectively, the “*Improvements*”) and related issuance costs. The County Council is now mindful to proceed in accordance with the provisions of the Enabling Act with respect to the issuance of such bond.

SECTION 1 The County Council finds that it may be in the interest of the District to raise moneys for the purpose of providing for the Improvements, and in that connection hereby orders a public hearing to be held upon the question of the issuance of not exceeding \$1,250,000 of general obligation bonds of the District, in one or more series.

SECTION 2 A public hearing shall be held on the question of the issuance of not exceeding \$1,250,000 of general obligation bonds of the District, in one or more series, in the Anderson County Council Chambers located on the second floor of the Historic Courthouse, 101 South Main Street, Anderson, South Carolina, on March 19, 2024, at 6:30 p.m., and the Notice of such hearing attached hereto as *Exhibit A* shall be published once a week for three (3) successive weeks in *The Anderson Independent-Mail*, which is a newspaper of general circulation in the County. The first such publication shall not be less than sixteen (16) days prior to the hearing date.

SECTION 3 The aforesaid hearing shall be conducted publicly at the time and place above stated and both proponents and opponents of the proposed bond issue shall be given a full opportunity to be heard in person or by counsel.

SECTION 4 Following the above aforesaid public hearing, the County Council shall determine whether and to what extent the proposed bonds should be issued.

SECTION 5 The Chairman of the County Council is hereby authorized and empowered to take all necessary action to provide for the holding of the aforesaid public hearing in accordance with the provisions of the Enabling Act.

RESOLVED this 20th day of February, 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

NOTICE OF PUBLIC HEARING ON THE PROPOSED ISSUE OF NOT EXCEEDING \$1,250,000 OF GENERAL OBLIGATION BONDS, IN ONE OR MORE SERIES, OF HOMELAND PARK WATER DISTRICT, SOUTH CAROLINA

The Anderson County Council (the ***“County Council”***), which is the governing body of Anderson County, South Carolina, has determined that it may be in the interest of the Homeland Park Water District, South Carolina (the ***“District”***) to raise moneys through the issuance of general obligation bonds, in one or more series, of the District in an amount not exceeding \$1,250,000 for the purpose of defraying the cost of acquiring, constructing, renovating, installing, furnishing and equipping certain waterline improvements, sewer line improvements and facility repairs, and to acquire various items of equipment for the District (collectively, the ***“Improvements”***) and related issuance costs and has ordered a public hearing to be held upon the question of the issuance of such bonds in accordance with the provisions of Title 6, Chapter 11, Article 5 of the Code of Laws of South Carolina, 1976, as amended (the ***“Enabling Act”***).

Accordingly, notice is hereby given that a public hearing will be held in the Anderson County Council Chambers, on the second floor of the Historic Courthouse, 101 South Main Street, Anderson, South Carolina, beginning at 6:30 p.m. on March 19, 2024, on the question of the issuance of not exceeding \$1,250,000 of general obligation bonds of the District, the proceeds of which will be expended to defray the cost of the Improvements and related issuance costs as described above.

For the payment of principal of and interest on such bonds as they respectfully mature and for the creation of such sinking fund as may be necessary therefor, the full faith, credit and taxing power of the District shall be irrevocably pledged, and there shall be levied on all taxable property in the District ad valorem taxes sufficient in amount to pay said principal and interest on the bonds.

The District proposes the issuance of such bonds, in one or more series, to defray the cost of the Improvements and related issuance costs as described above.

The aforesaid hearing shall be conducted publicly and both proponents and opponents of the proposed action shall be given full opportunity to be heard in person or by counsel. Following the hearing, the County Council shall, by ordinance, make a finding as to whether and to what extent the proposed bonds should be issued and may thereupon authorize the governing body of the District to issue such bonds, in one or more series, to the extent it shall be found necessary.

The District is located solely within Anderson County. The Enabling Act provides that bonds issued thereunder must be authorized by the governing body of the County wherein the District is located.

ANDERSON COUNTY COUNCIL

STATE OF SOUTH CAROLINA)
)
COUNTY OF ANDERSON)

CERTIFIED COPY OF RESOLUTION

I, the undersigned Clerk to County Council (the “*Council*”) of Anderson County, South Carolina (the “*County*”) **DO HEREBY CERTIFY:**

That the foregoing constitutes a true, correct and verbatim copy of a Resolution duly adopted by the Council at a meeting duly called and held on February 20, 2024, at which meeting, a quorum of the Council was present, and a majority of which voted in favor of the adoption thereof and that the original of said Resolution is duly entered in the permanent records of the Council, in my custody as the Clerk to Council.

IN WITNESS WHEREOF, I have hereunto set my Hand this 20th day of February, 2024.

ANDERSON COUNTY, SOUTH CAROLINA

Clerk to County Council,
Anderson County, South Carolina

STATE OF SOUTH CAROLINA)
)
COUNTY OF ANDERSON)

PETITION

PETITION OF HOMELAND PARK WATER COMMISSION TO THE COUNTY COUNCIL OF ANDERSON COUNTY, SOUTH CAROLINA, FOR A PUBLIC HEARING PURSUANT TO TITLE 6, CHAPTER 11, ARTICLE 5 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED.

1. Homeland Park Water District, South Carolina (the "***District***") was created and established as a body politic and corporate, pursuant to Act No. 1101 of the Acts and Joint Resolutions of the General Assembly of the State of South Carolina for the year 1950, as amended. The District is located wholly in Anderson County and was established, inter alia, for the purpose of building, constructing, operating and maintaining waterworks and sewer lines throughout the District, and all apparatus necessary for the proper functioning of the same, and from time to time to enlarge the same.

2. In carrying out its functions and duties, the Homeland Park Water Commission (the "***Commission***"), as the governing body of the District, has determined that the need exists to acquire, construct, renovate, install, furnish and equip certain waterline improvements, sewer line improvements, and facility repairs, and to acquire various items of equipment for the District (collectively, the "***Improvements***"). It is presently estimated that the cost of the Improvements will amount to at least \$1,250,000. The Commission has determined to finance the cost of the Improvements and related issuance costs through the issuance of general obligation bonds of the District.

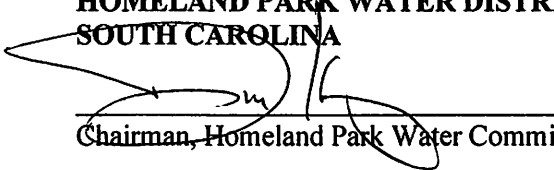
3. The County Council (the "***Council***") of Anderson County (the "***County***"), as the governing body of the County, is empowered by Title 6, Chapter 11, Article 5 of the Code of Laws of South Carolina 1976, as amended (the "***Enabling Act***"), to authorize the issuance of general obligation bonds pursuant to the provisions of the Enabling Act.

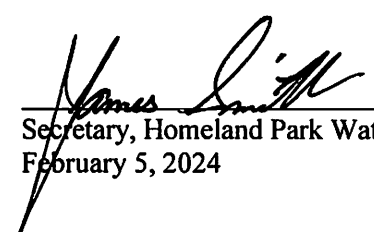
4. Pursuant to the Enabling Act, if the Council, upon petition of the Commission, determines that it is in the best interest of the District to raise moneys for the furtherance of any power and function of the District, the Council may order a public hearing to be held upon the question of the issuance of general obligation bonds of the District.

5. In order to finance the cost of the Improvements and related issuance costs, the Commission has determined that it is necessary to issue not exceeding \$1,250,000 of general obligation bonds of the District, in one or more series, and has authorized this petition to the Council praying that said Council order a public hearing to be held on the question of the issuance of not exceeding \$1,250,000 of general obligation bonds of the District, in one or more series.

Wherefore, the District prays that the Council order a public hearing to be held in the County on the question of authorizing the issuance of not exceeding \$1,250,000 of general obligation bonds of the District, in one or more series, without an election.

**HOMELAND PARK WATER DISTRICT,
SOUTH CAROLINA**


Chairman, Homeland Park Water Commission


Secretary, Homeland Park Water Commission
February 5, 2024

Anderson County Purchasing Department Bid Tabulation

BID #24-018 BOILER FOR ASEC

VENDOR	BOND	Total Cost
1 MCCARTER		\$267,766.00
2 ELECTRIC CITY		\$277,850.00
3 J.Q.BULLARD		NO RESPONSE
4 TRS		NO RESPONSE
5 MCGEE		NO RESPONSE
6 MCG MECHANICAL		NO RESPONSE
7 GLENN		NO RESPONSE
8 CARRIER		NO RESPONSE
9 AGGREKO		NO RESPONSE
10 TICIUS		NO RESPONSE
11 BOILER MASTERS		NO RESPONSE
12		
13		
14 AWARD TO: <i>M' Carter</i>		\$/267,766.00





**Anderson County Central Services Division
Purchasing Department**

To: Mr. Rusty Burns

From: Robert Carroll

Date: 01/31/2024

Re: Bid #24-018

Anderson County received bids on January 11th to replace the Boiler at the Civic Center. The County sent the bid package to eleven (11) companies and had two (2) companies to submit a bid. County staff recommends award to the low bidder, McCarter Mechanical of Spartanburg, S.C. The total price for the boiler replacement is \$267,766.00. Staff is requesting approval of the bid at this time.

SOLICITATION OFFER AND AWARD FORM

ANDERSON COUNTY PURCHASING, ANDERSON, SOUTH CAROLINA 29624					
REQUEST FOR BIDS, OFFER, AND AWARD					
*****Solicitation Information*****					
1. SOLICITATION: #24-018			4. Brief Description of Project:		
2. ISSUE DATE: December04, 2023			Boiler Replacement at the Anderson County Civic Center		
3. FOR INFORMATION CONTACT:					
allpurchasing@andersoncountysc.org					
5. SUBMIT BID TO:			Mandatory Pre-Bid Meeting on Tuesday, December 19, 2023		
Anderson County Purchasing Department			at 2:00 P.M. at the Anderson County Civic Center, 3027		
Attn: Bid #24-018			MLK Blvd. in Anderson, S.C.		
101 South Main Street, Room 115					
Anderson, S.C. 29624					
6. Submission Deadline: Thursday, January 11, 2024 Time: 11:15 A.M.					
7. Submit Sealed Bid to: Anderson County Purchasing Dept., 101 S. Main Street, Room 115 Anderson, S.C. 29624					
8. Firm Offer Period:					
Bids submitted shall remain firm for a period of sixty (60) calendar days from date specified in block 6.					
>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>Offer (To be completed by Bidder)<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<					
9. BUSINESS CLASSIFICATION		(Check Appropriate Box)	<input type="checkbox"/> Woman Business Enterprise <input type="checkbox"/> Minority Business Enterprise <input type="checkbox"/> Disadvantaged Business Enterprise		
10. Additional Information: In compliance with above, the undersigned agrees, if this bid is accepted within the period specified in Block 8 above, to furnish any or all other further information requested by Anderson County.					
11. Bidder's name and address (Type or print): McCarter Mechanical Inc. 685 John Dodd Road Spartanburg, SC 29303			12. Name & Title of Person Authorized to sign the Bid (Type or Print): Will Thompson		
E-mail address: willt@mccartermechanical.com Telephone #: 864-599-7883 Fax #: Federal Identification #: 57-1110031			13. Bidder's Signature & Date: 1/11/24		
>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>Award (To be completed by Anderson County)<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<					
14. Total Amount of Award:		15. Successful Bidder:			
16. Contracting Officer or Authorized Representative: Rusty Burns		17. Signature:		18. Award date:	

**SECTION IV: Addendum A
BID FORM**

Name of Party submitting the Bid: McCarter Mechanical, Inc.

To: Purchasing Manager for Anderson County

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

Bid: Anderson County Civic Center Boiler Replacement Project

Bid #24-018

<u>QTY</u>	<u>U/M</u>	<u>Description</u>	<u>Total Cost</u>
1	L/S	Boiler Replacement Project : per attached specifications	\$ <u>267,766.</u> ⁰⁰



**Anderson County Central Services Division
Purchasing Department**

To: Mr. Rusty Burns

From: Robert Carroll

Date: 02/14/2024

Re: Bid #24-019

Anderson County received bids on February 1st to provide lighting at the Dolly Cooper Park baseball and football fields. The County sent the bid package to thirteen (13) companies and had two (2) companies to submit a bid. County staff recommends award to the low bidder, The Lighting Company & Electrical Construction, LLC of Chesnee, S.C. The total price for the lighting project is \$562,282.00. The funding for this project is coming from a State Appropriation sponsored by Senator Cash. Staff is requesting approval of the bid at this time.

Anderson County Purchasing Department Bid Tabulation

BID #24-019 DOLLY COOPER LIGHTING PROJECT

	VENDOR	BOND	Total Cost
1	THE LIGHTING COMPANY	BASE	\$527,609.00
2		ALT	\$34,673.00
3	WEST ELECTRICAL	BASE	\$606,800.00
4		ALT	\$31,860.00
5	PREMIER SPORTS LIGHTING		NO RESPONSE
6	MUSCO LIGHTING		NO RESPONSE
7	QUALITE		NO RESPONSE
8	PALMETTO POLE AND PILING		NO RESPONSE
9	GLENN		NO RESPONSE
10	ISOM		NO RESPONSE
11	QUALITY ELECTRIC		NO RESPONSE
12	HILL ELECTRIC		NO RESPONSE
13	RIDGEWAY ELECTRIC		NO RESPONSE
14	RB LIGHTING CO.		NO RESPONSE

VENDOR	BOND	Total Cost
15	CLEMENTS ELECTRICAL	NO RESPONSE
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29	AWARD TO: The Lighting Company and Electrical Const. LLC	James A Cole <small>Digitally signed by James A Cole DN: c=US, E=jacole@andersoncountysc.org, O="Anderson County", CN=James A Cole Date: 2024.02.01 16:17:14-05'00'</small>

EXHIBIT A

DOLLY COOPER SPORTS FIELD LIGHTING PROJECT SCOPE OF WORK

General:

Project is located at the Dolly Cooper Park facility on Spearman Circle. The property is owned by Anderson County and used by the public.

All Work shall be completed 60 days from equipment delivery. (Proof of equipment ordered within 2 weeks of NPT) If the electrical control equipment has supply chain delays beyond initial anticipated delivery dates, proof of delay must be submitted with a change order time extension. Any final work delay caused by Duke Energy's transformer installation will also be considered for a change order time extension.

Contractor is responsible for securing Electrical Permit from Anderson County Building and Codes.

Project Scope:

Base bid will provide lighting for the existing football and baseball fields at Dolly Cooper Park. Project drawings for base bid and Alternate #1 **Addendum C**. Electrical specifications are **Addendum D**. Lighting Specifications are **Addendum E**. Sports field turf shall not be disturbed during installation.

Any ground disturbances shall be properly backfilled and compacted to 90% compaction, raked for stone and dirt clod removal, and generously seeded and strawed. The Contractor shall furnish all labor, equipment, and job knowledge to provide Sports Field Lighting at Dolly Cooper Park, in compliance with the standards and in accordance with the drawings, requirements and specifications described in the Scope of Work and the Specifications attached hereto and incorporated herein by reference (the "Specifications").

Close coordination with the Project Manager, Engineer, Duke Energy, and County Parks staff are essential.

Project contacts are:

Project Manager – Drew Cole, (864) 617-0867, jacole@andersoncountysc.org

Jonathan Fox, (864) 642-8011 jwfox@andersoncountysc.org

Engineer – Bobby Bazemore, (864) 918-3117, bbazemore@burdetteengr.com

Parks - Manager, Matt Schell, (864) 760-5948, mschell@andersoncountysc.org

Duke Energy- Kenny Williams, (864) 387-9594, kenny.williams@duke-energy.com

**ALL WORK MUST BE COMPLETED 60 DAYS FROM EQUIPMENT DELIVERY.
SUBJECT TO LIQUIDATED DAMAGES OF \$150/DAY**

Utilities: Duke Energy owns underground power and lighting system at facility. Powdersville water owns the water main. Anderson County owns waterlines and irrigation systems. Contractor is responsible for having all utilities located prior to beginning work.

SOLICITATION OFFER AND AWARD FORM[illegible]

SECTION IV: Addendum A

BID FORM

Name of Party submitting the Bid: The Lighting Company & Electrical Construction, LLC

To: Purchasing Manager for Anderson County

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

Bid: #24-019 DOLLY COOPER SPORTS FIELD LIGHTING PROJECT

ITEM	Qty.	UNIT	UNIT PRICE	TOTAL
Base Bid Football & Baseball Field	1	LS	\$ 527,609.00	\$ 527,609.00
Alternate #1 Installation of additional panel	1	LS	\$ 34,673.00	\$ 34,673.00

(SEE ADDENDA C, D, & E FOR SPECIFICATIONS & DRAWINGS)



RECREATION FUND APPROPRIATIONS APPLICATION

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:

DISTRICT: All

Mail/Email/Fax to:

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

Tommy Dunn
Chairman, District 5

Brett Sanders
V. Chairman, District 4

John B. Wright,
Jr.
Council District 1

Glenn A. Davis
Council District 2

Ray Graham
Council District 3

Jimmy Davis
Council District 6

Cindy Wilson
Council District 7

Renee Watts
Clerk to Council

Rusty Burns
County Administrator

1. Name of entity requesting recreation fund appropriation:

Pendleton Recreation Association

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

\$ 5,000.00

3. The purpose for which the funds are being requested:

Field Upgrades, Park upgrades, funding for lower income athletes.

4. Is the entity a non-profit corporation in good standing with the South Carolina Secretary of State? If so, please attach evidence of that good standing.

Yes

5. Contact Person: Jon Mitchell

Mailing Address:

Phone Number: 864-933-0991

Email: pendletonrecreation@gmail.com

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

We will not be matching funds.

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

Jon Mitchell
Signature

Jon Mitchell
Print Name

12/5/23
Date

South Carolina
Secretary of State
(<https://sos.sc.gov/>)
Mark Hammond

Search Charities

[Charities Search Home](#)

[<< Back to Search Results](#)

Pendleton Recreation Association

Public Id: P11327

Mr. Billy Wheeler , CEO

500 Lebanon Rd. Veteran's Park

Pendleton, SC 29670

Status: Registered. Information from this organization's annual financial report is listed below.

The following financial information has been provided to the Secretary of State's Office by the above named organization. The Secretary of State's Office has not independently verified this financial information. If a charity has recently registered with the Secretary of State's Office for the first time, there may not be any financial data available. Below are figures for the organization's fiscal year **1/1/2020 - 12/31/2020**.

Financial Report

TOTAL REVENUE:	\$28,043.00
PROGRAM EXPENSES:	\$17,127.00
TOTAL EXPENSES:	\$38,487.00
NET ASSETS:	\$13,136.00
FUNDRAISER COSTS:	\$0.00

Council Meeting: February 20, 2024

Information Only:

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

Transfers FY 2023-2024

BUDGET TRANSFER

FY 2023-2024

DIVISION: PUBLIC WORKS

DEPARTMENT: PAWS

FROM:

TO:

AMOUNT:

TITLE
ACCT.#

Fuel and Oil
550000-525400

Advertising
550000-52240

2,000.00

TITLE
ACCT.#

Supplies - Office
550000-523025

Dues and Subscriptions
550000-521500

1,000.00

TITLE
ACCT.#

TITLE
ACCT#

\$

Explain, in COMPLETE DETAIL, the reason for the transfer.

REASON:

Advertising - Reclassified a position to a Marketing/Volunteer Coordinator so we are doing a lot
more Advertising this year, to include a small billboard.

Dues and Subscriptions - Volunteer software is \$60/month and heavily used by our new Marketing/
Volunteer Coordinator

Is this transfer within your department?

(Circle One)

Yes

No

Is this transfer within your division?

(Circle One)

Yes

No

DEPT. HEAD:

DIVIS HEAD:

FINANCE:

ADMINISTRATOR:

DATE:

DATE:

DATE:

DATE:

Journal Entry #

DATE:

BUDGET TRANSFER

DIVISION:

DEPARTMENT:

Master in Equity 5054

FROM:

TO:

AMOUNT:

TITLE Books + Pub.
ACCT.# 204 / 523050

TITLE Supplies - office
ACCT.# 269 / 523025

TITLE Training
ACCT.# 277 / 521300

TITLE Reg. Fees
ACCT.# 294 / 521400

TITLE _____
ACCT.# _____

TITLE Lodging
ACCT# 273 / 521200 200.00

TITLE Lodging
ACCT# 293 200.00

TITLE Lodging
ACCT# 293 400.00

TITLE Lodging
ACCT# 293 250.00

TITLE _____
ACCT# _____

Total

1050.00
~~0.00~~

Explain, in COMPLETE DETAIL, the reason for the transfer.

REASON:

Chief Justice added a mandatory meeting
after budget approval.

Is this transfer within your department?

(Circle One)

Yes

No

Is this transfer within your division?

(Circle One)

Yes

No

DEPT. HEAD:

DIVIS HEAD:

FINANCE:

ADMINISTRATOR:

DATE:

DATE:

DATE:

DATE:

DATE:

Journal Entry #

[Signature]

[Signature]

[Signature]

[Signature]

1/23/2024

2-13-24

BU000052
RE00000066

BUDGET TRANSFER

FY 2023-24

DIVISION: PUBLIC WORKS

DEPARTMENT: Building and Codes

FROM:		TO:	AMOUNT:
TITLE	<u>Demolition</u>	<u>Printing</u>	
ACCT.#	<u>550050-535300</u>	<u>550050-535325</u>	<u>\$1,000.00</u>
		<u>523075</u> <u>KIC</u>	
TITLE	<u> </u>	<u> </u>	<u> </u>
ACCT.#	<u> </u>	<u> </u>	<u> </u>
TITLE	<u> </u>	TITLE	
ACCT.#	<u> </u>	ACCT# <u> </u>	\$ <u> </u>

Explain, in COMPLETE DETAIL, the reason for the transfer.

REASON:

Not enough money in printing account to cover additional items needed for the
Code Enforcement Department

Is this transfer within your department? (Circle One) Yes No

Is this transfer within your division? (Circle One) Yes No

DEPT. HEAD:

DIVIS HEAD:

FINANCE:

ADMINISTRATOR:

Journal Entry #

DATE:

DATE:

DATE:

DATE:

DATE:

February 13, 2024

DISTRICT 1 - SPECIAL PROJECTS
580301 528600
FY Ended June 30, 2024

<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vender \ 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)	(5,158.00)
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	22762	Anderson Lights of Hope (Marketing Promotion-30th Anniversary)	(1,000.00)
12/05/23	12/13/23	22781	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)
01/02/24	01/17/24	23551	Anderson County Foster Parent Association	(500.00)
01/02/24	01/17/24	23740	United Negro College Fund	(1,000.00)
01/02/24	01/17/24	23751	Westside Community Center	(1,000.00)
01/16/24	01/24/24	23926	WLS Foundation	(2,000.00)
02/06/24			Junior League of Anderson County	(500.00)
02/06/24			Piedmont Community Alliance	(500.00)

Ending Balance 16,707.23

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: February 13, 2024

February 13, 2024

DISTRICT 2 - SPECIAL PROJECTS
580302 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	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	6378	Homeland Park Fire	(2,500.00)
08/16/23	08/30/23	19844	Anderson County Chapter of the SC Genealogical Society	(500.00)
08/16/23	08/30/23	19947	Piedmont Preservation Society	(1,000.00)
08/16/23	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	21458	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 (Chlrtmas 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)
01/02/24	01/17/24	23551	Anderson County Foster Parent Association	(1,000.00)
01/02/24	01/17/24	23740	United Negro College Fund	(1,000.00)
01/02/24	01/17/24	23751	Westside Community Center	(1,000.00)
01/16/24	01/24/24	23926	WLS Foundation	(500.00)
02/06/24			Junior League of Anderson County	(500.00)
02/06/24			Piedmont Community Alliance	(500.00)

Ending Balance 35,486.02

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: February 13, 2024

February 13, 2024

DISTRICT 3 - SPECIAL PROJECTS
560303 528800
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	19984	South Main Chapel (ride to Work)	(500.00)
08/05/23	08/13/23	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	22608	Zone Service (Chlrtmas 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)
01/02/24	01/17/24	23551	Anderson County Foster Parent Association	(500.00)
01/02/24	01/17/24	23740	United Negro College Fund	(250.00)
01/02/24	01/17/24	23751	Westside Community Center	(250.00)
01/18/24	01/24/24	23926	WLS Foundation	(500.00)
02/06/24			Junior League of Anderson County	(250.00)
02/06/24			Piedmont Community Alliance	(250.00)

Ending Balance 26,968.89

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: February 13, 2024

February 13, 2024

DISTRICT 4 - SPECIAL PROJECTS
560304 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	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 Seawell 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 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	23193	Palmetto Knights	(3,000.00)
01/02/24	01/17/24	23551	Anderson County Foster Parent Association	(500.00)
01/02/24	01/17/24	23740	United Negro College Fund	(500.00)
01/02/24	01/17/24	23751	Westside Community Center	(500.00)
01/16/24	01/24/24	23926	WLS Foundation	(500.00)
02/06/24			Junior League of Anderson County	(500.00)
02/06/24			Piedmont Community Alliance	(500.00)

Ending Balance 40,995.32

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: February 13, 2024

February 13, 2024

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	19984	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 Seawell Golf Tournament)	(1,000.00)
09/19/23	09/27/23	20693	JBECO (Bath & Kitchen repairs)	(500.00)
10/03/23	10/11/23	21132	Milli 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 (Chrtmas 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)
01/02/24	01/17/24	23551	Anderson County Foster Parent Association	(500.00)
01/02/24	01/17/24	23740	United Negro College Fund	(500.00)
01/02/24	01/17/24	23751	Westside Community Center	(500.00)
01/16/24	01/24/24	23926	WLS Foundation	(500.00)
02/06/24			Junior League of Anderson County	(500.00)
02/06/24			Piedmont Community Alliance	(500.00)

Ending Balance 55,540.33

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: February 13, 2024

February 13, 2024

DISTRICT 6 - SPECIAL PROJECTS
560306 528500
FY Ended June 30, 2024

<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vender \ 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	19847	Piedmont Preservation Society	(5,000.00)
08/15/23	08/30/23	19864	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	21458	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 Powderaville	(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)
01/02/24	01/17/24	23551	Anderson County Foster Parent Association	(500.00)
01/02/24	01/17/24	23740	United Negro College Fund	(500.00)
01/16/24	01/24/24	23926	WLS Foundation	(500.00)
02/06/24			Junior League of Anderson County	(250.00)
02/06/24			Anderson County Parks Department-Dolly Cooper Disc Golf Course	(1,000.00)
02/06/24			Piedmont Community Alliance	(2,000.00)

Ending Balance **26,794.45**

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: February 13, 2024

February 13, 2024

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)
01/02/24	01/17/24	23551	Anderson County Foster Parent Association	(200.00)
01/18/24	01/24/24	23926	WLS Foundation	(500.00)

Ending Balance 2,928.04

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: February 13, 2024

All Project Report - January 31st 2024

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

Prepared by: Amy Merrill

Date: 2-02-24

Certified by: Neil Carney

Date

Now
2/12/24

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
Creeside 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 January 31st, 2024

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/Towns-Cities/Other			
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	

	Approval Date	Project	District 1 Paving Plan		Total Project Spent To-Date	Completion Date
			Scope	Appropriated Amount		
All monies now in 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 January 31st, 2024

Prepared By: Amy Merritt	Roads & Bridges
Certified By: Neil Carney	Date

Any Merritt
February 2, 2024
MOMC
2/12/24

Through January 31st, 2024

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	Completion 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 January 31st, 2024

Prepared By: Amy Merritt

Roads & Bridges

Amy Merrill

Date _____

February 2, 2024

Certified by: Neil Carney

Neil Carney

Date _____

Alvin C
2/12/24

Through January 31st, 2024

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

		District 3 Paving Plan			
Approval Date	Project	Scope	Appropriated Amount	Total Project Spent To-Date	Completion Date
All monies moved to account 000					
6/4/2019	Ebenezer Fire Dept	Paving	\$11,300.00	\$11,300.00	12/4/2019
6/4/2019	Starr Fire Dept	Paving	\$0.00		
Totals			\$11,300.00	\$11,300.00	

Amy Merrill

February 2, 2024

2032

$$\begin{array}{r} 212 \\ 2 \overline{)424} \\ \underline{424} \\ 0 \end{array}$$

Through January 31st, 2024

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

[illegible]

		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	

We certify that the above information, to the best of our knowledge, is up-to-date and is accurate information as of January 31st, 2024

Prepared By: Amy Merritt Roads & Bridges

Amy Merrill
February 2, 2024

February 2, 2024

Certified By: Neil Carney

Neil Carney

2/17/24

21724

District 5 Paving Report

Through January 31st, 2024

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 5 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 January 31st, 2024

Prepared By: Amy Merritt
Date

Roads and Bridges
Date

Certified By: Neil Carney
Date

Neil Carney
Date

Amy Merritt
February 2, 2024

Neil Carney
2/12/24

District 6 Paving Report

Through January 31st, 2024

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						

We certify that the above information, to the best of our knowledge, is up-to-date and is accurate information as of January 31st, 2024

Prepared By: Amy Merritt
Date: February 2, 2024

Roads and Bridges
Neil Carney
Date: 2/12/24

District 7 Paving Report

Through January 31st, 2024

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			
7/7/2015	Town of Honea Path	Grading/drainage	\$48,000.00		\$48,000.00	3/21/2017
10/19/2016	Town of Honea Path	Grading/drainage	\$48,000.00		\$25,627.46	incomplete
1/18/2014	Town of Pelzer	Grading/drainage	\$5,000.00		\$2,812.55	incomplete
7/7/2015	Town of Pelzer	Grading/drainage	\$2,500.00		\$0.00	incomplete
10/19/2016	Town of Pelzer	Grading/drainage	\$17,000.00		\$0.00	incomplete
	Town of West Pelzer	Grading/drainage	\$0.00		\$0.00	
10/19/2016	Town of Williamston	Grading/drainage	\$52,000.00		\$24,579.51	incomplete
Totals:			\$172,500.00		\$101,019.52	

District 7 Paving Plan					
Approval Date	Project	Scope	Appropriated Amount	Total Project Spent To-Date	Completion Date
	All monies moved to account 000				

We certify that the above information, to the best of our knowledge, is up-to-date and is accurate information as of January 31st, 2024

Prepared By: Amy Merrill
 Roads and Bridges
 Date
 Neil Carney
 Date
 Amy Merrill
 February 2, 2024
 Neil Carney
 2/12/24