



AGENDA
Special Presentation Meeting
Tuesday, October 15, 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. 2024-053:** A Resolution to honor and recognize Larry Joe Coker's lifetime of extraordinary service to the community; and other matters related thereto.

Hon. Cindy Wilson

- b. 2024-057:** A Resolution to congratulate the Area 14 Anderson County Special Olympics Team for its successes at the South Carolina Special Olympics State Fall Games; and other matters related thereto.

All Council

- 3. PROCLAMATION:** A Proclamation declaring October as National Disability Employment Awareness Month in Anderson County.

All Council

4. ADJOURNMENT

AGENDA
ANDERSON COUNTY COUNCIL
REGULAR MEETING
Tuesday, October 15, 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. John Wright, Jr.

3. APPROVAL OF MINUTES

minutes not received October 1, 2024

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



4. CITIZENS COMMENTS

Agenda Matters Only
THREE-MINUTE TIME LIMIT

5. ORDINANCE THIRD READING:

- a. 2024-031:** An Ordinance to amend Chapter 24, Section 24-338 of the Code of Ordinances, Anderson County, South Carolina in order to establish the number of lots and size of lots which may be approved by the filing of a summary plat; and other matters related thereto. **(PUBLIC HEARING THREE MINUTE TIME LIMIT)**

Mr. Tommy Dunn (allotted 5 minutes)

- b. 2024-035:** 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 Pegasus) **(PUBLIC HEARING THREE MINUTE TIME LIMIT)**

Mr. Burriss Nelson (allotted 5 minutes)

- c. 2024-036:** An Ordinance authorizing (1) the execution and delivery of a second amendment to an existing fee in lieu of tax agreement by and between Anderson County, South Carolina, and SMF, Inc., to effect certain modifications thereto concerning certain property now or to be hereafter located in the county; and (2) other matters relating thereto. [Project Anderson Expansion] **(PUBLIC HEARING THREE MINUTE TIME LIMIT)**

Mr. Burriss Nelson (allotted 5 minutes)

- d. 2024-037:** An Ordinance authorizing pursuant to Chapter 44 of Title 12, South Carolina Code of Laws, 1976, as amended, the execution and delivery of a fee agreement between Anderson County, South Carolina and SMF, Inc., along with its affiliates and related entities as sponsor, and sponsor affiliates; and matters relating thereto. [Project Anderson Expansion] **(PUBLIC HEARING THREE MINUTE TIME LIMIT)**

Mr. Burriss Nelson (allotted 5 minutes)

- e. 2024-039:** An Ordinance to amend sections 24-139 and 24-336 to provide for certification from utility providers that utility services are available to proposed developments; and other matters related thereto. **(PUBLIC HEARING THREE MINUTE TIME LIMIT)**

Mr. Tommy Dunn (allotted 5 minutes)

- f. 2024-040:** An Ordinance to amend sections 2-756 through 2-764, related to the Human Relations Council, of the Anderson County Code of Ordinances; and other matters related thereto. **(PUBLIC HEARING THREE MINUTE TIME LIMIT)**

Mr. Rusty Burns (allotted 5 minutes)

- g. 2024-041:** An Ordinance to amend the Anderson County Official Zoning Map to rezone 2.0 +/- acres from Highway Commercial District (C-2) to Innovative Zoning District (IZD) on two (2) parcels of land identified in the Denver Sandy Springs Precinct and addressed as Highway 76, Pendleton, SC. The parcels are further identified as TMS # 65-00-04-020 and 65-00-04-021. [District 4] **(PUBLIC HEARING THREE MINUTE TIME LIMIT)**

Ms. Alesia Hunter (allotted 5 minutes)

- h. 2024-042:** An Ordinance to amend section 24-335 of the Code of Ordinances, Anderson County, South Carolina, to provide that the land use administrator present to the Planning Commission a report regarding the proposed development; and other matters related thereto. **(PUBLIC HEARING THREE MINUTE TIME LIMIT)**

Mr. Tommy Dunn (allotted 5 minutes)

6. ORDINANCE SECOND READING: NONE



7. ORDINANCE FIRST READING:

- a. 2024-044:** An Ordinance authorizing the execution and delivery of a fee in lieu of tax and special source credit agreement by and between Anderson County, South Carolina and [Project Red Fox], with respect to certain economic development property in the county, whereby such property will be subject to certain payments in lieu of taxes, including the provision of certain special source credits; and other matters related thereto.

Mr. Burriss Nelson (allotted 5 minutes)

- b. 2024-045:** 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 Red Fox)

Mr. Burriss Nelson (allotted 5 minutes)

8. RESOLUTIONS:

- a. 2024-052:** A Resolution expressing intent to cease county maintenance on and to authorize county consent to judicial abandonment and closure of a portion of Stone Dr. designated as C-1-177; and other matters related thereto. [District 7]

Mr. Jonathan Fox (allotted 5 minutes)

- b. 2024-058:** A Resolution authorizing the execution and delivery of an inducement agreement by and between Anderson County, South Carolina and Project Red Fox, whereby, under certain conditions, Anderson County will execute a fee in lieu of tax and special source credit agreement with respect to an industrial project in the county whereby the project would be subject to payment of certain fees in lieu of taxes, and whereby project/company will be provided certain credits against fee payments in reimbursement of investment in related infrastructure; and other matters related thereto. [Project Red Fox]

Mr. Burriss Nelson (allotted 5 minutes)

- c. 2024-059:** A Resolution in support of the economic and environmental importance of South Carolina's foresters and calling attention to the urgent need for more wood processing and shipping options; and other matters related thereto.

Ms. Cindy Wilson (allotted 5 minutes)

9. PUBLIC HEARING FOR TRANSPORTATION SALES AND USE TAX SUBJECT TO A NOVEMBER 5, 2024, REFERENDUM PURSUANT TO TITLE 4, CHAPTER 37 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED.

Mr. Tommy Dunn (allotted 5 minutes)

10. BID APPROVALS/CHANGE ORDERS:

- a.** Bid #25-004 Scrap Metal Collection
- b.** Bid #25-006 Land Clearing & Debris Grinding

11. REQUEST BY COUNCIL:

12. ADMINISTRATOR'S REPORT

- a.** Building & Codes Report
- b.** Special Projects
- c.** Paving



13. CITIZENS COMMENTS

Non-Agenda Matters
THREE-MINUTE TIME LIMIT

14. REMARKS FROM COUNCIL

15. ADJOURNMENT

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

RESOLUTION 2024-053
A RESOLUTION TO HONOR AND RECOGNIZE LARRY JOE COKER’S
LIFETIME OF EXTRAORDINARY SERVICE TO THE COMMUNITY;
AND OTHER MATTERS RELATED THERETO.

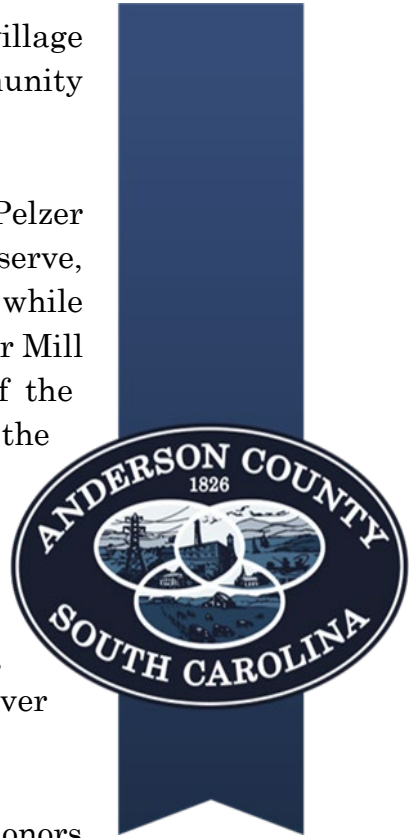
Whereas Mr. Larry Joe Coker was born and raised in the old Pelzer mill village and has remained committed to the Town of Pelzer and the wider community his entire life; and

Whereas among Mr. Coker’s many accomplishments is co-founding the Pelzer Heritage Commission, which has taken on myriad projects to preserve, beautify, and revitalize the Town of Pelzer—renewing community pride while respecting the area’s textile heritage—including clean-up of the old Pelzer Mill office building, restoration of the Lower Mill flagpole, preservation of the Town’s historic cemeteries, and the establishment of Overlook Park on the Saluda River; and

Whereas Mr. Coker has changed the course of Pelzer history through forging the Pelzer Heritage Commission’s partnership with Anderson County to purchase, clean up, and reuse the Upper and Lower Mill sites, a complex, significant endeavor decades in the making that would have never occurred without Mr. Coker’s clear-eyed determination and vision;

Now, therefore be it resolved, that the Anderson County Council hereby honors and recognizes Mr. Coker’s extraordinary lifetime of dedicated service to our community and, on behalf of the citizens of Anderson County, expresses its sincere, heartfelt gratitude.

Resolved in a meeting duly assembled this fifteenth day of October 2024.



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 2024-057

A RESOLUTION TO CONGRATULATE THE AREA 14 ANDERSON COUNTY SPECIAL OLYMPICS TEAM FOR ITS SUCCESSES AT THE SOUTH CAROLINA SPECIAL OLYMPICS STATE FALL GAMES; AND OTHER MATTERS RELATED THERETO.

Whereas the mission of South Carolina Special Olympics is to provide year-round sports training and athletic competition in a variety of Olympic-type sports for children and adults with intellectual disabilities, giving them continuing opportunities to develop physical fitness, demonstrate courage, experience joy, and participate in a sharing of gifts, skills, and friendship with their families, other Special Olympics athletes, and the community;” and

Whereas Area 14 Anderson County Special Olympics Co-Area Directors are Kathy Schofield and Tessa Hilley; our Special Olympics Masters Bocce Team—the Bulls—is coached by Sam Gregory, a dedicated volunteer for the past four years; and our Special Olympics Flag Football Team—the Fire Ants—is coached by David Gleason and Barry Barnes; and

Whereas the Bulls had three teams—Micheal Mobley and Nick Stabley, Nicole Brock, and Ashley Morris, and Jennie Weiss and Kathleen Stoller—and each team won a gold medal in their division; the Fire Ants, in their second season at the Fall Games, also brought home the gold, and are blazing a trail in South Carolina for traditional teams for more competition;

Now, therefore, be it resolved this fifteenth day of October 2024, in a meeting duly assembled, that the Anderson County Council hereby thanks the athletes, coaches, and all involved for bringing home gold medals and for making all of us so very proud. Congratulations!

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

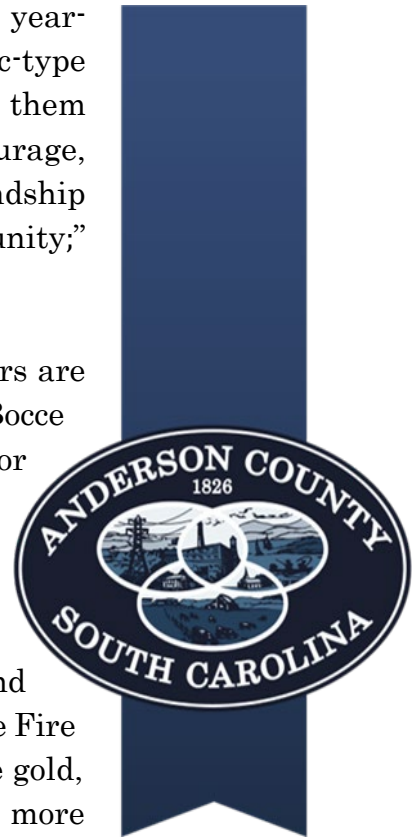
Jimmy Davis
District Six

M. Cindy Wilson
District Seven

ATTEST:

Rusty Burns
County Administrator

Renee Watts
Clerk to Council



A PROCLAMATION DECLARING OCTOBER AS NATIONAL DISABILITY EMPLOYMENT AWARENESS MONTH IN ANDERSON COUNTY

WHEREAS, National Disability Employment Awareness Month marks the 79th anniversary of Congress enacting a law in 1945 declaring the first week in October each year as National Employ the Physically Handicapped Week; in 1988, Congress expanded the week to a month and changed the name to National Disability Employment Awareness Month; and

WHEREAS, the National Disability Employment Awareness Month theme for 2024 is Access to Good Jobs for All, expanding the number of employment opportunities for people with disabilities and the quality of those opportunities; and

WHEREAS, Anderson County residents with disabilities have the same aspirations to work competitively and contribute to their communities as everyone else; and

WHEREAS, business and community leaders have called for a diverse and capable workforce to further advance the economy of Anderson County; and

WHEREAS, the support and cooperation of all people are needed to reduce the attitudinal and physical barriers that hinder the full acceptance of people with disabilities and their rightful place in employment; and

WHEREAS, National Employment Awareness Month recognizes that individuals with disabilities are capable, contributing members of society worthy of full access and inclusion in Anderson County's workforce.

NOW, THEREFORE, the Anderson County Council does hereby proclaim October 2024 as National Disability Employment Awareness Month.

PROCLAIMED this 15th day of October 2024.

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

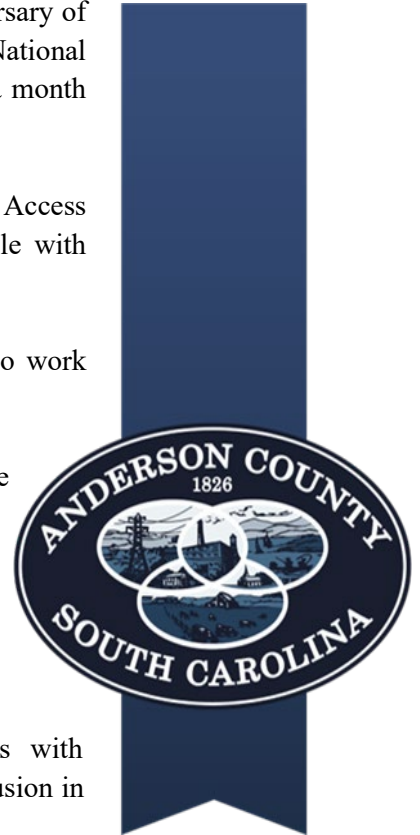
Jimmy Davis
District Six

M. Cindy Wilson
District Seven

ATTEST:

Rusty Burns
County Administrator

Renee Watts
Clerk to Council



ORDINANCE NO.: 2024-031

AN ORDINANCE TO AMEND CHAPTER 24, SECTION 24-338 OF THE CODE OF ORDINANCES, ANDERSON COUNTY, SOUTH CAROLINA IN ORDER TO ESTABLISH THE NUMBER OF LOTS AND SIZE OF LOTS WHICH MAY BE APPROVED BY THE FILING OF A SUMMARY PLAT; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Anderson County, South Carolina, a body politic and a corporate and political subdivision of the State of South Carolina, acting by and through the Anderson County Council, previously adopted section 24-338 of the Anderson County Code of Ordinances; and

WHEREAS, Anderson County Council desires to amend section 24-338 to limit the number and size of lots that may be approved by the filing of a summary plat and to provide that a minor subdivision of land into four or less lots with road frontage will be allowed along with a twenty foot private drive.

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

1. Section 24-338 of the Code of Ordinances, Anderson County, South Carolina, is hereby amended to read as shown on Exhibit A attached hereto.
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 Watts
Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

1st Reading: August 6, 2024

2nd Reading: August 20, 2024

3rd Reading: October 15, 2024

Public Hearing: October 15, 2024

Exhibit A

- **Sec. 24-338. - Summary plats.**

(a)

The following divisions of land require only the filing of a summary plat, for which approval may be given by the land use administrator, without planning commission approval:

(1)

The combination or re-combination of portions of previously platted lots where the total number of lots is not increased and the resultant lots conform to all requirements of this article.

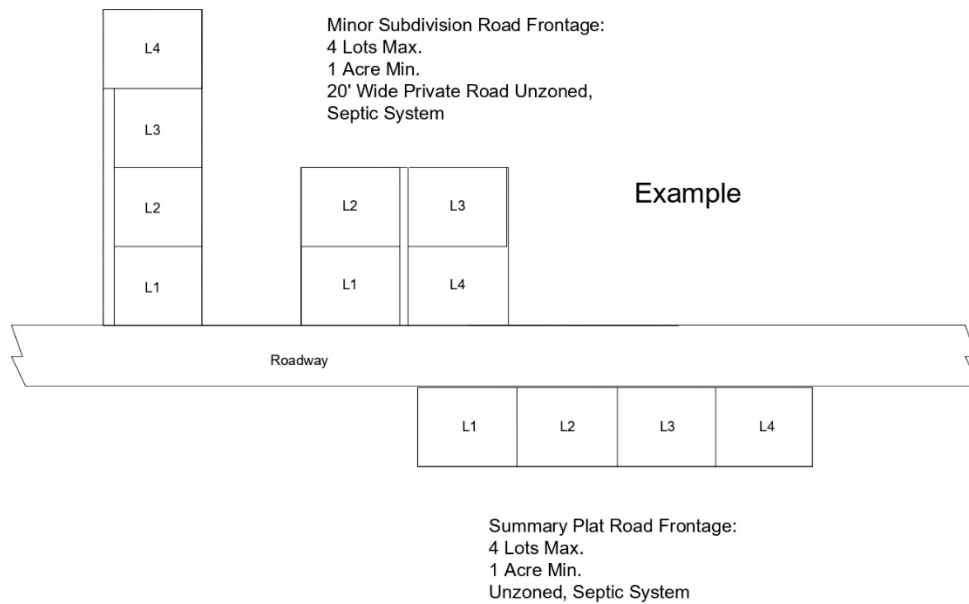
(2)

The division of land into parcels of five acres or more, where no new road or change to any existing road is involved.

(3)

The division of a tract of land into four or less lots at a minimum of one acre during any three-year period where each lot fronts on an existing county or state road. A minor subdivision of land into four or less lots with road frontage shall be allowed along with a 20' private drive as shown on the exhibit. It is the responsibility of the subdivider to obtain an encroachment permit or permits from the appropriate state or county department or agency for any driveway entrances. If there has been division of parcels in the previous three years out of the parcel on which the proposed division of four or less lots is proposed, whether to individuals or to corporate entities, the proposed division by summary plat shall not be allowed.

Exhibit A



(b)

Summary plats shall contain all information required to be included on preliminary plats except for the supplemental information required in section 24-337.

(c)

The land use administrator shall be authorized to give approval of summary plats provided that such division of land meets all requirements of these subdivision regulations. Prior to granting approval of a summary plat, the land use administrator shall determine that each lot has access to a public right-of-way which has been accepted by the county for continuous maintenance and that acceptable water or well and wastewater service (septic tank) is available to each lot.

(d)

In the case of summary plats which contain up to four or less lots, the subdivider shall not be required to submit a drainage plan or contour maps required by section 24-336(7) for the purpose of obtaining summary plat approval. However, if a total of one acre or more of land will collectively be disturbed on the lots, regardless of timing, drainage and contour maps will be necessary to meet the requirements of Anderson County Stormwater Management and South Carolina Department of Environmental Services.

Exhibit A

(Code 2000, § 38-314; Ord. No. 03-007, § 1, 4-15-2003; Ord. No. 2010-033, § 2, 1-4-2011; Ord. No. 2021-036, § 3, 8-17-2021)

ORDINANCE NO. 2024-035

**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 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 Greenville County to a certain company currently or formerly known to Greenville County as Project Pegasus, it is now desired that the boundaries of the Park be enlarged to include certain parcels in Greenville County;

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

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

ANDERSON COUNTY, SOUTH CAROLINA

By: _____
Chairman of County Council

Attest:

County Administrator

Clerk to County Council

First Reading: September 3, 2024
Second Reading: September 17, 2024
Public Hearing: October 15, 2024
Third Reading: October 15, 2024

Approved as to Form:

Leon C. Harmon
County Attorney

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

Project Pegasus (2008 Perimeter Road Partners, LLC) Property Description

All those certain pieces, parcels or tracts of land located in Greenville County, South Carolina and having for the 2024 property tax year the following Greenville County Tax Map Nos.:

TMS No: 0400010110000

TMS No: 0400010100100

The above tax parcels are anticipated to be combined into a single tax parcel having the following Greenville County Tax Map No.:

Combined TMS No.: 0400010110000

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 September 3, 2024, September 17, 2024 and October 15, 2024, at which meetings a quorum of members of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council.

Clerk, Anderson County Council

Dated: _____, 2024

ORDINANCE NO. 2024-036

AN ORDINANCE AUTHORIZING (1) THE EXECUTION AND DELIVERY OF A SECOND AMENDMENT TO AN EXISTING FEE IN LIEU OF TAX AGREEMENT BY AND BETWEEN ANDERSON COUNTY, SOUTH CAROLINA, AND SMF, INC., TO EFFECT CERTAIN MODIFICATIONS THERETO WITH RESPECT TO CERTAIN PROPERTY NOW OR TO BE HEREAFTER LOCATED IN THE COUNTY; AND (2) OTHER MATTERS RELATING THERETO.

WHEREAS, Anderson County, South Carolina (the "County"), acting by and through its County Council (the "Council"), is authorized and empowered under and pursuant to the provisions of the Code of Laws of South Carolina 1976, as amended (the "Code"), particularly Title 12, Chapter 44 of the Code (the "Negotiated FILOT Act") and Title 4, Chapter 1 of the Code, and in order to promote the economic development of the County and surrounding areas by inducing investors to locate and/or expand industrial and commercial properties ("Economic Development Property") within the County, thereby expanding the tax base in the County and creating jobs for its citizens: (i) to enter into agreements with such investors pursuant to which such investors will make negotiated fee in lieu of *ad valorem* tax ("Negotiated FILOT") payments with respect to such Economic Development Property; (ii) to permit investors to claim special source revenue credits against their Negotiated FILOT payments ("Special Source Credits") to reimburse such investors for expenditures in connection with infrastructure serving the County and improved or unimproved real estate used in the operation of a manufacturing or commercial enterprise in order to enhance the economic development of the County; and (iii) to create, in conjunction with one or more other counties, a multi-county industrial park in order to afford certain enhanced income tax credits to such investors and to facilitate the grant of Special Source Credits; and

WHEREAS, in connection with the construction of certain facilities in the County, pursuant to Ordinance 2013-017 duly enacted by the Council on April 16, 2013, the County and a company identified as SMF-SC, LLC, entered into that certain Fee in Lieu of Tax Agreement, dated as of April 16, 2013, later amended by Ordinance 2013-039 duly enacted by the Council on October 15, 2013, to substitute SMF, Inc., as the company with BTP Tripartite Investors, LLC, as a sponsor affiliate (collectively the "FILOT Agreement"), whereby the County agreed to provide, amongst other things, certain Negotiated FILOT (as defined in the FILOT Agreement) and Special Source Credits benefits with respect to certain real and/or personal property now or to be hereafter located in the County, all as set forth in greater detail therein (as further defined therein, the "Project"); and

WHEREAS, BTP Tripartite Investors, LLC was acquired through a series of transactions by EDECO, LLC, an Illinois limited liability company, owned by Etnyre International, Ltd., an Illinois corporation ("New Sponsor Affiliate" or "EDECO") on or about December 5, 2022, and the Company wished to comply with Transfer Provisions set forth in the FILOT Agreement and have the County ratify the transfer of the Project; and

WHEREAS, the property subject to the FILOT Agreement originally included Lots 3, 4, 5 & 8A of McGee Commercial Park; and

WHEREAS, EDECO has acquired Lots 1, 2, 6, 7 & 8 of McGee Commercial Park and wishes to add them to the real property covered under the FILOT Agreement; and

WHEREAS, Section 4.03 of the FILOT Agreement allows the Company to add real property

to the Project and has requested that the FILOT Agreement be amended to Lots 1, 2, 6, 7 & 8 of McGee Commercial Park now owned by EDECO; and

WHEREAS, the County has agreed to approve certain modifications to the FILOT Agreement, the specific terms and conditions of which are set forth in a Second Amendment to Fee in Lieu of Tax Agreement by and between the County and the Company (the "Second Amendment"), the form of which is presented to this meeting, and which is to be dated as of October 15, 2024, or such other date as the parties thereto may agree; and

WHEREAS, it appears that the Second Amendment now before this meeting is in appropriate form and is an appropriate instrument to be executed and delivered by the County for the purposes intended.

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

Section 1. The form, provisions, terms, and conditions of the Second Amendment presented to this meeting and filed with the Clerk to Council are hereby approved, and all of the provisions, terms, and conditions thereof are hereby incorporated herein by reference as if the Second Amendment was set out in this Ordinance in its entirety. The Chairman of the Council and/or the County Administrator are hereby authorized, empowered, and directed to execute, acknowledge and deliver the Second Amendment in the name and on behalf of the County, and the Clerk to Council is hereby authorized and directed to attest the same, and thereupon to cause the Second Amendment to be delivered to the Company and cause a copy of the same to be delivered to the County Auditor, Assessor and Treasurer. The Second Amendment is to be in substantially the form now before this meeting and hereby approved, or with such changes therein as shall not materially adversely affect the rights of the County thereunder and as shall be approved by the official or officials of the County executing the same, upon the advice of counsel, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the Second Amendment now before this meeting.

Section 2. The Chairman of the Council, the County Administrator and the Clerk to Council, for and on behalf of the County, are hereby each authorized, empowered, and directed to do any and all things necessary or proper to effect the execution and delivery of the Second Amendment and the performance of all obligations of the County under and pursuant thereto.

Section 3. The provisions of this Ordinance are hereby declared to be separable and if any section, phase, or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phases, and provisions hereunder.

Section 4. All orders, 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 and approval.

[End of Ordinance]

ORDAINED in meeting duly assembled this 15th day of October, 2024.

ANDERSON COUNTY, SOUTH CAROLINA

By: _____
Tommy Dunn, Chairman,
Anderson County Council

[SEAL]

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: September 3, 2024
Second Reading: September 17, 2024
Public Hearing: October 15, 2024
Third Reading: October 15, 2024

STATE OF SOUTH CAROLINA

COUNTY OF ANDERSON

I, the undersigned Clerk of the County Council of Anderson County, South Carolina, do hereby certify that attached hereto is a true, correct and verbatim copy of an ordinance, which was duly adopted by the County Council at its meeting held on October 15, 2024, at which meeting a quorum of members of the County Council were at all times present and voted, and an original of which ordinance is filed in the permanent records of the County Council.

WITNESS MY HAND this 15th day of October, 2024

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

EXHIBIT A

FILOT SECOND AMENDMENT

(attached)

SECOND AMENDMENT TO
FEE IN LIEU OF TAX AGREEMENT

by and between

ANDERSON COUNTY, SOUTH CAROLINA,

and

SMF, INC, as Sponsor

and

EDECO, LLC, as Sponsor Affiliate

Dated as of October 15, 2024

This Second Amendment pertains to that certain Fee in Lieu of Tax Agreement dated as of April 16, 2013 (the "FILOT Agreement"), later amended by Ordinance 2013-039 duly enacted by the Council on October 15, 2013, to substitute SMF, Inc., as the parent company with BTP Tripartite Investors, LLC, as a sponsor affiliate.

SECOND AMENDMENT TO FEE IN LIEU OF TAX AGREEMENT

THIS SECOND AMENDMENT TO FEE IN LIEU OF TAX AGREEMENT (the "Second Amendment"), dated as of October 15th, 2024 (the "Effective Date"), by and between **ANDERSON COUNTY, SOUTH CAROLINA** (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina, **SMF, INC.**, an Illinois corporation (the "Company") and **EDECO, LLC**, an Illinois limited liability company, as successor in interest to BTP Tripartite Investors, LLC (the "Sponsor Affiliate").

W I T N E S S E T H:

WHEREAS, the County, acting by and through its County Council (the "Council"), is authorized and empowered under and pursuant to the provisions of the Code of Laws of South Carolina 1976, as amended through the date hereof (the "Code"), particularly Title 12, Chapter 44 thereof (the "Negotiated FILOT Act") and Title 4, Chapter 1 of the Code, and in order to promote the economic development of the County and surrounding areas by inducing investors to locate and/or expand industrial and commercial properties ("Economic Development Property") within the County, thereby expanding the tax base in the County and creating jobs for its citizens: (i) to enter into agreements with such investors pursuant to which such investors will make negotiated fee in lieu of *ad valorem* tax ("Negotiated FILOT") payments with respect to such Economic Development Property; (ii) to permit investors to claim special source revenue credits against their Negotiated FILOT payments ("Special Source Credits") to reimburse such investors for expenditures in connection with infrastructure serving the County and improved or unimproved real estate used in the operation of a manufacturing or commercial enterprise in order to enhance the economic development of the County; and (iii) to create, in conjunction with one or more other counties, a multi-county industrial park in order to afford certain enhanced income tax credits to such investors and to facilitate the grant of Special Source Credits; and

WHEREAS, in connection with the construction of certain facilities in the County, pursuant to Ordinance 2013-017 duly enacted by the Council on April 16, 2013, the County and SMF-SC, LLC, entered into that certain Fee in Lieu of Tax Agreement, dated as of April 16, 2013, later amended by Ordinance 2013-039 duly enacted by the Council on October 15, 2013, to substitute SMF, Inc., as the company with BTP Tripartite Investors, LLC, as a sponsor affiliate (collectively the "FILOT Agreement"), whereby the County agreed to provide, amongst other things, certain Negotiated FILOT and Special Source Credits benefits to the Company with respect to certain real and/or personal property now or to be hereafter located in the County, as set forth therein (as further defined therein, the "Project"); and

WHEREAS, BTP Tripartite Investors, LLC was acquired through a series of transactions by EDECO, LLC, an Illinois limited liability company, owned by Etnyre International, Inc., an Illinois corporation ("New Sponsor Affiliate" or "EDECO") on or about December 5, 2022, and the Company wished to comply with Transfer Provisions set forth in the FILOT Agreement and have the County ratify the transfer of BTP Tripartite Investors, LLC, interest as sponsor affiliate in the Project to ECECO; and

WHEREAS, the property subject to the FILOT Agreement originally included Lots 3, 4, 5 & 8A of McGee Commercial Park; and

WHEREAS, EDECO has acquired Lots 1, 2, 6, 7 & 8 of McGee Commercial Park and wishes to add them to the real property covered under the FILOT Agreement; and

WHEREAS, Section 4.03 of the FILOT Agreement allows the Company to add real property to the Project and has requested that the FILOT Agreement be amended to Lots 1, 2, 6, 7 & 8 of McGee Commercial Park now owned by EDECO; and

WHEREAS, in accordance with Sections 12-44-40(K) of the Negotiated FILOT Act, respectively, the County has determined to approve certain modifications to the FILOT Agreement, all as evidenced, memorialized, ratified, and detailed more particularly herein; and

WHEREAS, the Council authorized the modifications to the FILOT Agreement referenced above and set forth in this Second Amendment, and authorized the execution and delivery of this Second Amendment, pursuant to Ordinance No. 2024 - _____ duly enacted by the Council on October 15, 2024.

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein by reference and other lawful consideration, and respective representations and agreements hereinafter contained, the receipt and sufficiency of which are hereby acknowledged, the County and the Company agree as follows:

Section 1. Definitions. Defined terms utilized herein and not otherwise defined herein shall have the meaning ascribed to them in the FILOT Agreement.

Section 2. Amendment of FILOT Agreement. The FILOT Agreement is hereby amended as follows:

- (a) To add and include the land identified and described on **Exhibit A** to this Second Amendment to the definition of "Land" as that term is used in the FILOT Agreement.
- (b) The definition of "Agreement" in Section 1.01 of the FILOT Agreement is hereby amended to read as follows:

"Agreement" shall mean this Agreement as originally executed and from time to time supplemented or amended, as permitted herein, including, without limitation, as amended by that certain Second Amendment to Fee in Lieu of Tax Agreement by and between the County and the Company dated as of October 15, 2024.

- (c) *The definition of "Company" in Section 1.01 is hereby amended to read as follows:*

"Sponsor Affiliate" shall mean EDECO, LLC, an Illinois limited liability company, owned by Etnyre International, Ltd, an Illinois Corporation, successor my merger and/or acquisition to BTP Tripartite, LLC, and any entity that joins with or is an affiliate of sponsor and that participates in the investment in, or financing of, the Project.

Section 3. Remaining Terms and Provisions. Except as expressly amended hereby, the

terms and provisions of the FILOT Agreement shall remain unchanged and in full force and effect.

Section 4. Entire Understanding. The FILOT Agreement, as amended by this Second Amendment, expresses the entire understanding and all agreements of the parties hereto pertaining to the matters set forth herein and therein 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 the FILOT Agreement, as amended by this Second Amendment, or in certificates delivered in connection with the execution and delivery hereof.

Section 5. Severability. In the event that any clause or provision of this Second Amendment shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any of the remaining provisions hereof.

Section 6. Multiple Counterparts/Signatures. This Second Amendment may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument. The 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 to this Second Amendment as if the original signature, initials and handwritten or typewritten modifications were present on the documents in the handwriting of each party. Any signature (including any electronic symbol or process attached to, or associated with, a contract or other record and adopted by a person with the intent to sign, authenticate or accept such contract or record) hereto or to any other certificate, agreement or document related to this transaction, and any contract formation or record-keeping through electronic means shall have the same legal validity and enforceability as a manually executed signature or use of a paper-based recordkeeping system to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, or any similar State law based on the Uniform Electronic Transactions Act, and the parties hereby waive any objection to the contrary.

[Signature Pages Follow]

IN WITNESS THEREOF, the parties hereto, each after due authorization, have executed this Second Amendment to Fee in Lieu of Tax Agreement to be effective as of the date first written above.

ANDERSON COUNTY, SOUTH CAROLINA

By: _____
Tommy Dunn, Chairman
Anderson County Council

[SEAL]

ATTEST:

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

SPONSOR:

SMF, INC.
An Illinois corporation

By: _____
Name:
Title:

SPONSOR AFFILIATE:

EDECO, LLC
An Illinois limited liability company

By: _____
Name:
Title:

EXHIBIT A

ADDITIONAL LAND - LEGAL DESCRIPTION

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND SITUATE, LYING AND BEING IN CENTERVILLE TOWNSHIP, COUNTY OF ANDERSON, AND STATE OF SOUTH CAROLINA, CONTAINING 1.176 ACRES, MORE OR LESS, AND BEING FULLY SHOWN AND DESIGNATED AS LOT NO. 1 ON PLAT ENTITLED "SMF EXPANSION – ANDERSON, S.C. " PREPARED BY SITE DESIGN, INC. DATED JANUARY 3, 2024, RECORDED IN THE REGISTER OF DEEDS OFFICE FOR ANDERSON COUNTY, SOUTH CAROLINA IN PLAT BOOK S-3144 AT PAGE 8, REFERENCE BEING MADE HERETO TO SAID PLAT FOR THE EXACT METES AND BOUNDS THEREOF.

TMS # 124-01-01-041

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND SITUATE, LYING AND BEING IN CENTERVILLE TOWNSHIP, COUNTY OF ANDERSON, AND STATE OF SOUTH CAROLINA, CONTAINING 9.525 ACRES, MORE OR LESS, AND BEING FULLY SHOWN AND DESIGNATED AS COMBINED LOTS 2, 3, 4, 5 AND 6 ON PLAT ENTITLED "SMF EXPANSION – ANDERSON, S.C. " PREPARED BY SITE DESIGN, INC. DATED JANUARY 3, 2024, RECORDED IN THE REGISTER OF DEEDS OFFICE FOR ANDERSON COUNTY, SOUTH CAROLINA IN PLAT BOOK S-3144 AT PAGE 8, REFERENCE BEING MADE HERETO TO SAID PLAT FOR THE EXACT METES AND BOUNDS THEREOF.¹

TMS # 124-01-01-044

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND SITUATE, LYING AND BEING IN CENTERVILLE TOWNSHIP, COUNTY OF ANDERSON, AND STATE OF SOUTH CAROLINA, CONTAINING 1.181 ACRES, MORE OR LESS, AND BEING FULLY SHOWN AND DESIGNATED AS LOT NO. 7 ON PLAT ENTITLED "SMF EXPANSION – ANDERSON, S.C. " PREPARED BY SITE DESIGN, INC. DATED JANUARY 3, 2024, RECORDED IN THE REGISTER OF DEEDS OFFICE FOR ANDERSON COUNTY, SOUTH CAROLINA IN PLAT BOOK S-3144 AT PAGE 8, REFERENCE BEING MADE HERETO TO SAID PLAT FOR THE EXACT METES AND BOUNDS THEREOF.

TMS # 124-01-01-046

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND SITUATE, LYING AND BEING IN CENTERVILLE TOWNSHIP, COUNTY OF ANDERSON, AND STATE OF SOUTH CAROLINA, CONTAINING 1.081 ACRES, MORE OR LESS, AND BEING FULLY SHOWN AND DESIGNATED AS LOT NO. 8 ON PLAT ENTITLED "SMF EXPANSION – ANDERSON, S.C. " PREPARED BY SITE DESIGN, INC. DATED JANUARY 3, 2024, RECORDED IN THE REGISTER OF DEEDS OFFICE FOR ANDERSON COUNTY, SOUTH CAROLINA IN PLAT BOOK S-3144 AT PAGE 8, REFERENCE BEING MADE HERETO TO SAID PLAT FOR THE EXACT METES AND BOUNDS THEREOF.

TMS # 124-01-01-047

¹ Lots 2 and 6 of McGee Commercial Park have been combined by Plat recorded in Plat Slide 3144 at Page 8 with Lots 3, 4 and 5 to be a part of TMS # 124-01-01-044.

ORDINANCE NO. 2024-037

AN ORDINANCE AUTHORIZING PURSUANT TO CHAPTER 44 OF TITLE 12, SOUTH CAROLINA CODE OF LAWS, 1976, AS AMENDED, THE EXECUTION AND DELIVERY OF A FEE AGREEMENT BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND SMF, INC., ALONG WITH ITS AFFILIATES AND RELATED ENTITIES AS SPONSOR, AND SPONSOR AFFILIATES; AND MATTERS RELATING THERETO.

WHEREAS, Anderson County (“County”) acting by and through its County Council is authorized and empowered (i) under and pursuant to the provisions of (i) Title 12, Chapter 44 Code of Laws of South Carolina, 1976, as amended (“Act”) (a) to enter into agreements with qualifying industry to encourage investment in projects constituting economic development property through which the industrial development of the State of South Carolina will be promoted by inducing new and existing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ manpower and other resources of the State and (b) to covenant with such industry to accept certain fee payments in lieu of ad valorem taxes (“FILOT”) with respect to such investment; and (ii) pursuant to Section 4-1-175 of the Code of Laws of South Carolina 1976, as amended (“SSRC Act” and together with the Act, collectively, the “FILOT Acts”) to grant special source revenue credits (“SSRC”) against FILOT payments for certain qualifying infrastructure expenditures as defined in the SSRC Act;

WHEREAS, the County, a public body corporate and politic under the laws of the State of South Carolina has, by an Inducement Resolution adopted on October 15, 2024 (the “Resolution”), taken official action to identify the Project (as defined below) for purposes of the FILOT Acts, the statutes and regulations thereunder, and otherwise; and

WHEREAS, the County desires to enter into a FILOT and SSRC agreement (collectively, the “Fee Agreement”) with SMF, Inc. (the “Company”) along with its affiliates and related entities as sponsor, and sponsor affiliates, which shall provide for FILOT payments for a project qualifying under the provisions of the Act and granting SSRCs against such FILOT payments for certain expenditures qualifying under the SSRC Act; and

WHEREAS, the County and the Company desire to enter into a Fee Agreement concerning the development of a facility in the County which will consist of certain personal property including all equipment, furnishings and other personal property required by the Company and any and all activities relating thereto (which properties constitute a project under the Act and are referred to herein as the “Project”). The Project is expected to provide significant economic benefits to the County and surrounding areas. In order to induce the Company to locate the Project in the County, the County has agreed to charge a fee-in-lieu of taxes with respect to the Project, to provide SSRCs against such FILOT payments, and otherwise make available to the Company the benefits intended by the FILOT Act; and

WHEREAS, Anderson County Council (the “County Council”) has caused to be prepared and presented to the County Council the Fee Agreement between the County and the Company, which the County shall execute and deliver; and

WHEREAS, as further inducement to the Company, the County will utilize an existing 2010 Agreement for Development for Joint-County Industrial Park (the “MCIP Agreement”) between the County and Greenville County created pursuant to Section 4-1-170 of the Code and Article VIII, Section 13(D) of the South Carolina Constitution which includes the site of the Company’s property that is subject to the fee-in-lieu of tax agreement (the “MCIP”) under the provisions of Article VIII, Section 13 of the Constitution of the State of South Carolina of 1895, as amended (the “State Constitution”), and Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended (collectively, the “MCIP Law”); and

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

WHEREAS, the Company is planning an investment of approximately Seven Million Five Hundred Thousand and No/100 Dollars (\$7,500,000.00) in the Project in order to create additional metal fabrication facilities within the County; and

WHEREAS, it appears that the documents above referred to are appropriate instruments to be executed and delivered or approved by the County for the purposes intended.

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

Section 1. Findings. Pursuant to the Act and particularly Section 12-44-40(H) and (I) thereof, the County Council has made and hereby makes the following findings:

(a) The Project constitutes a “project” as said term is referred to and defined in Section 12-44-30 of the Act;

(b) It is anticipated that the Project will benefit the general public welfare of the County by providing services, employment and other public benefits not otherwise adequately provided locally;

(c) The purposes to be accomplished by the Project are proper governmental and public purposes;

(d) The benefits of the Project to the public are greater than the costs to the public;

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

(f) Having evaluated the purposes to be accomplished by the Project as proper governmental and public purposes, the anticipated dollar amount and nature of the investment

to be made, and the anticipated costs and benefits to the County, the County has determined that the Project is properly classified as economic development property.

Section 2. Authorization to Execute. In order to promote industry, develop trade and utilize the manpower, agricultural products and natural resources of the State, the form, terms and provisions of the Fee Agreement, which is attached hereto as Exhibit A, and shall be executed and filed with the Clerk to County Council and which comply with the terms of the aforementioned Resolution are hereby approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Fee Agreement was set out in this Ordinance in its entirety. The Chair of County Council and the Clerk to County Council be and they are hereby authorized, empowered and directed to execute, acknowledge and deliver the Fee Agreement to the Company.

Section 3. Authorization to Act. The Chair of County Council and the Clerk to County Council, for and on behalf of the County, are hereby each authorized and directed to do any and all things necessary to effect the execution and delivery of the Fee Agreement in a form substantially identical to the terms contemplated herein and the performance of all obligations of the County under and pursuant to the Fee Agreement.

Section 4. Further Acts. The County Council authorizes the County Administrator, other County staff, and the County Attorney, along with any designees and agents who any of these officials deems necessary and proper, in the name of and on behalf of the County (each an "Authorized Individual"), to take whatever further actions, and enter into whatever further agreements, as any Authorized Individual deems to be reasonably necessary and prudent to effect the intent of this Ordinance and induce the Company to locate the Project in the County.

Section 5. General Approval. The consummation of all transactions contemplated by the Fee Agreement and a multi-county industrial park agreement are hereby approved. Subject to the approval of other appropriate governmental entities, the real property subject to this Fee Agreement shall be added to the Joint Park with Calhoun County.

Section 6. Interpretation. This Ordinance shall be construed and interpreted in accordance with the laws of the State of South Carolina.

Section 7. Severability. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 8. General Repealer. All orders, resolutions, ordinances and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its passage and approval.

DONE, RATIFIED AND ADOPTED this 15th day of October, 2024.

ANDERSON COUNTY, SOUTH CAROLINA

Tommy Dunn,
Chair of Anderson County Council

(SEAL)

ATTEST:

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

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

APPROVED AS TO FORM:

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

First Reading: September 3, 2024
Second Reading: September 17, 2024
Public Hearing: October 15, 2024
Third Reading: October 15, 2024.

STATE OF SOUTH CAROLINA

COUNTY OF ANDERSON

I, the undersigned Clerk of the County Council of Anderson County, South Carolina, do hereby certify that attached hereto is a true, correct and verbatim copy of an ordinance, which was duly adopted by the County Council at its meeting held on October 15 2024, at which meeting a quorum of members of the County Council were at all times present and voted, and an original of which ordinance is filed in the permanent records of the County Council.

WITNESS MY HAND this 15th day of October, 2024

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

EXHIBIT A

FILOT AGREEMENT

(attached)

FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT

Between

ANDERSON COUNTY, SOUTH CAROLINA,

SMF, INC, AN ILLINOIS CORPORATION, AS SPONSOR,

Dated as of October 15, 2024

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**SUMMARY OF CONTENTS OF
FEE IN LIEU OF TAX AND INCENTIVE 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 Incentive Agreement. This summary is inserted for convenience only and does not constitute a part of this Fee in Lieu of Tax and Incentive Agreement or a summary compliant with Section 12-44-55 of the Code.

Company Name:	SME, Inc., an Illinois corporation, as Sponsor EDECO, LLC, an Illinois limited liability company, Sponsor Affiliate	Project Code Name:	Project Anderson Expansion
Projected Investment:	Seven Million Five Hundred Thousand Dollars (\$7,500,000.00)	Projected Jobs:	89
Location (street):	13 Harvester Ct., Anderson, SC 29626	Tax Map No.:	1240101044
1. FILOT			
Contract Minimum Investment Requirement:	Seven Million Five Hundred Thousand Dollars (\$7,500,000.00)	Jobs Creation Minimum Requirement:	89
Investment Period:	Ends five years after Commencement Date	Ordinance No./Date:	October __, 2024
Assessment Ratio:	6%	Term (years):	30 years
Millage:	312.28 mills	Net Present Value (if yes, discount rate):	n/a
Fixed or fixed millage:	Fixed		
Clawback information:	If the Company, Co-Sponsor and any Sponsor Affiliates fail to meet the FILOT Act Minimum Investment Requirement by the end of the Investment Period, the agreement terminates retroactively. See Section 4.03		
2. MCIP			
Included in an MCIP:	Yes		
If yes, Name & Date:	The Agreement for Development for Joint-County Industrial Park between the County and Greenville County, which was created pursuant to Section 4-1-170 of the South Carolina Code.		
3. SSRC	Yes		
Total Amount:	See below.		
No. of Years	65% credit for years 1-5 against its annual FILOT payments due in connection with the Project. 45% credit for years 6-10 against its annual FILOT payments due in connection with the Project.		
Yearly Increments:	See above		

4. Other information	If the Jobs Creation Minimum Requirement (total 89 jobs) and/or Contract Minimum Investment Requirement are not in place by the end of the fourth (4th) year after the Project is placed in service the FILOT SSRC of 65% will be reduced to 40%. If the total Jobs Creation Minimum Requirement and Contract Minimum Investment Requirement of the Project are fully in place at the end of the sixth (6th) year the FILOT SSRC incentives may return to its yearly scheduled amount. No lost incentives may be captured.

FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT

THIS FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT (the “*Fee Agreement*”) is made and entered into as of October _____, 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, **SMF, INC**, a corporation organized and existing under the laws of the State of Illinois (the “*Company*”), and **EDECO, LLC**, a limited liability company existing under the laws of the State of Illinois (the “*Sponsor Affiliate*”).

RECITALS

1. Title 12, Chapter 44 (the “*FILOT Act*”), Title 4, Chapter 1 (the “*Multi-County Park Act*”), and Title 4, Chapter 29, Code of Laws of South Carolina, 1976, as amended (the “*Code*”), authorize 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; (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 and (d) provide special source revenue credits against payments in lieu of taxes for reimbursement with respect to investment in certain infrastructure enhancing the economic development of the County;

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’s predecessor in interest, SMF-SC, LLC, and the County previously entered into that certain Fee in Lieu of Tax Agreement dated as of April 16, 2013, as amended by Agreement dated October 15, 2013 (the “Existing Agreement”), with respect to the Company’s initial investments in the County (“Original Project”);

4. Pursuant to the FILOT Act, and in order to induce additional investment in the County, the County Council adopted on April 16, 2013, an inducement resolution (the “Inducement Resolution”) with respect to certain proposed investment by the Company, the Co-Sponsor, and any sponsor affiliate(s) (which were collectively known to the County at the time as “Project Anderson Expansion”), with respect to the construction, and installation of certain buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute a new facility in the County for metal manufacturing and fabrication and related products (collectively, the “Project”);

5. The Project is located on a portion of the real property comprising the Original Project;

6. Pursuant to the Inducement Resolution, the County has agreed to, among other things, (a) enter into a FILOT Agreement with the Company, the Co-Sponsor, and any sponsor affiliate(s), whereby the County would provide therein for a payment of a fee-in-lieu-of taxes by the Company, the Co-Sponsor, and

any sponsor affiliate(s) with respect to the Project, and (b) provide for certain Special Source Revenue Credits to be claimed by the Company, the Co-Sponsor, and any sponsor affiliate(s) 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;

7. The Company (as a Sponsor within the meaning of the FILOT Act) and the Co-Sponsor have represented that the Project will involve new investment of approximately Seven Million Five Hundred Thousand Dollars (\$7,500,000.00) in the County and the creation of approximately eighty-nine (89) new, full-time jobs in the County all within the Investment Period (as such term is defined in this Fee Agreement);

8. In connection with the Project, the Company and the Co-Sponsor have requested certain improvements to the Infrastructure to accommodate the needs of the Project;

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

10. The Project is located on a portion of the real property comprising the Original Project which is the subject of an existing 2010 Agreement for Development for Joint-County Industrial park between the County and Greenville County created pursuant to Section 4-1-170 of the Code and Article VIII, Section 13(D) of the South Carolina Constitution (the "Existing MCIP") and the County intends to amend the Existing MCIP to include this Agreement;

11. By enactment of an Ordinance on October 15, 2024, the County Council has authorized the County to enter into this Fee Agreement with the Company and the Co-Sponsor which classifies the Project as Economic Development Property pursuant to 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 and the Co-Sponsor 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, not to exceed Five Thousand Dollars (\$5,000.00), for the negotiation and initial implementation of this Fee Agreement; 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 the Co-Sponsor, as applicable, or which is owned in whole or in part by the Company or the Co-Sponsor, as applicable, or by any partner, shareholder or owner of the Company or the Co-Sponsor, as applicable, as well as any subsidiary, affiliate, individual or entity who bears a relationship to the Company or the Co-Sponsor, as applicable, 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 SMF, Inc., an Illinois corporation, 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, the Co-Sponsor, and any Sponsor Affiliate of at least Seven Million Five Hundred Thousand Dollars (\$7,500,000.00) in Economic Development Property subject (non-exempt) to *ad valorem* taxation (in the absence of this Fee Agreement).

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

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

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

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

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

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

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

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

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

“Diminution in Value” in respect of the Project shall mean any reduction in the value, using the original fair market value (without regard to depreciation) as determined in Step 1 of Section 4.01 of this Fee Agreement, of the items which constitute a part of the Project and which are subject to FILOT payments which may be caused by the Company’s, the Co-Sponsor’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, selected and identified by the Company, the Co-Sponsor 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 Incentive 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 at least \$5,000,000 by the Company, the Co-Sponsor, and any Sponsor Affiliates in the aggregate, in Economic Development Property.

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

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

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

"Jobs Creation Minimum Requirement" shall mean the creation of at least eighty-nine (89) new, full-time, jobs (with benefits) at the Project.

"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 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 Existing MCIP Agreement for Development for Joint-County Industrial Park between the County, 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, the Co-Sponsor, and any Sponsor Affiliates hereunder.

"*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.

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

"*Project*" shall mean all the Equipment 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, the Co-Sponsor 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, (b) property described in Section 12-44-110(3) of the FILOT Act, and (c) the property allowed pursuant to Section 12-44-110(2) of the FILOT Act.

"*Removed Components*" shall mean components of the Project or portions thereof which the Company, the Co-Sponsor 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 Revenue Credits*" are further defined as those annual special source revenue credits provided to the Company, the Co-Sponsor, and any Sponsor Affiliates pursuant to Section 4.02 hereof.

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

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

“State” shall mean the State of South Carolina.

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

“Transfer Provisions” shall mean the provisions of Section 12-44-120 of the FILOT Act, as amended or supplemented from time to time, concerning, among other things, the necessity of obtaining County consent to certain transfers. Any reference to any agreement or document in this Article I or otherwise in this Fee Agreement shall include any and all amendments, supplements, addenda, and modifications to such agreement or document.

Section 1.02 Project-Related Investments

The term “investment” or “invest” as used herein shall include not only investments made by the Company, the Co-Sponsor and any Sponsor Affiliates, but also to the fullest extent permitted by law, those investments made by or for the benefit of the Company, the Co-Sponsor 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, the Co-Sponsor, or any Sponsor Affiliate.

[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 and the Co-Sponsor, 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, the Co-Sponsor, or any Sponsor Affiliate selects shall be considered Economic Development Property and is thereby exempt from *ad valorem* taxation in the State.

(d) The initial millage rate set forth in Step 3 of Section 4.01(a) hereof is 312.28 mills, which is the millage rate in effect with respect to the location of the proposed Project as of June 30, 2024, 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 Special Source Revenue 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 Illinois, 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 establishing a new facility for the distribution of home appliances and related products, 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 the Co-Sponsor and any Sponsor Affiliates, will use commercially reasonable efforts to meet, or cause to be met, the Contract Minimum Investment Requirement within the Investment Period.

Section 2.03 Representations, Warranties, and Agreements of the Co-Sponsor

The Co-Sponsor hereby represents, warrants, and agrees as follows:

(e) The Co-Sponsor is organized and in good standing under the laws of the State of Illinois, 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.

(f) The Co-Sponsor intends to operate the Project as a “project” within the meaning of the FILOT Act in effect on the date hereof. The Co-Sponsor intends to operate the Project for the purpose of establishing a new facility for the distribution of home appliances and related products, and for such other purposes that the FILOT Act permits as the Company may deem appropriate.

(g) The execution and delivery of this Fee Agreement by the County has been instrumental in inducing the Co-Sponsor to locate the Project in the County.

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

(i) To the extent that any additional Sponsor Affiliate is approved by County Council in accordance with the terms of this Fee Agreement and joins as a party hereto following the effective date of this Fee Agreement, such additional Sponsor Affiliate shall agree in writing to the same representations, warranties and agreements set forth in this Section 2.03, taking into account any modifications deemed necessary by the parties.

[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 the Co-Sponsor and any Sponsor Affiliate, to (i) construct and acquire the Project, and (ii) meet the Contract Minimum Investment Requirement within the Investment Period. The Company anticipates that the first Phase of the Project will be placed in service during the calendar year ending December 31, 2024.

(b) Pursuant to the FILOT Act and subject to Section 4.03 hereof, the Company and the County hereby agree that the Company, the Co-Sponsor and any Sponsor Affiliates shall identify annually those assets which are eligible for FILOT payments under the FILOT Act and which the Company, the Co-Sponsor 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, the Co-Sponsor and any Sponsor Affiliates shall not be obligated to complete the acquisition of the Project. However, if the Company, together with the Co-Sponsor and 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 or the Co-Sponsor may add such real property, located in the same taxing District in the County as the original Land, as the Company or the Co-Sponsor, in its discretion, deems useful or desirable. In such event, the Company, at its expense, or the Co-Sponsor, 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, the Co-Sponsor, and any Sponsor Affiliate each agree 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, the Co-Sponsor 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, the Co-Sponsor 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, the Co-Sponsor 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, the Co-Sponsor 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, the Co-Sponsor 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, the Co-Sponsor and any Sponsor Affiliates, as applicable, shall make payments in lieu of *ad valorem* taxes during the Exemption Period with respect to the Economic Development Property or, if there are Phases of the Economic Development Property, with respect to each Phase of the Economic Development Property, said payments to be made annually and to be due and payable and subject to penalty assessments on the same dates and in the same manner as prescribed by the County for *ad valorem* taxes. The determination of the amount of such annual FILOT Payments shall be in accordance with the following procedure (subject, in any event, to the procedures required by the FILOT Act):

Step 1: Determine the fair market value of the Economic Development Property (or Phase of the Economic Development Property) placed in service during the Exemption Period using original income tax basis for State income tax purposes for any real property and Improvements without regard to depreciation (provided, the fair market value of real property, as the FILOT Act defines such term, that the Company, the Co-Sponsor 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 and Improvements 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, the Co-Sponsor and any Sponsor Affiliates if the property were taxable, except those exemptions that Section 12-44-50(A)(2) of the FILOT Act specifically disallows.

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

Step 3: Use a millage rate of 312.28 mills, which millage rate shall be adjusted every five (5) years in accordance with Section 12-44-50(A)(1)(b)(ii) of the FILOT Act, during the Exemption Period against the taxable value to determine the amount of the FILOT Payments due during the Exemption Period on the applicable payment dates.

(b) In the event that a final order of a court of competent jurisdiction from which no further appeal is allowable declares the FILOT Act and/or the herein-described FILOT Payments invalid or

unenforceable, in whole or in part, for any reason, the parties express their intentions to reform such payments so as to effectuate most closely the intent thereof (without increasing the amount of incentives being afforded herein) and so as to afford the Company, the Co-Sponsor and any Sponsor Affiliates with the benefits to be derived here from, the intention of the County being to offer the Company, the Co-Sponsor 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, the Co-Sponsor 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, the Co-Sponsor and such Sponsor Affiliates. Any amount determined to be due and owing to the County from the Company, the Co-Sponsor and such Sponsor Affiliates, with respect to a year or years for which the Company, the Co-Sponsor 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, the Co-Sponsor 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, the Co-Sponsor or such Sponsor Affiliates had made with respect to the Project pursuant to the terms hereof.

Section 4.02 Special Source Revenue Credits

(a) In accordance with and pursuant to Section 12-44-70 of the FILOT Act and Section 4-1- 175 of the MCIP Act, in order to reimburse the Company for qualifying capital expenditures incurred for costs of the Infrastructure during the Investment Period, the Company shall be entitled to receive, and the County agrees to provide, annual Special Source Credits against the Company's FILOT Payments for a period of five (5) consecutive years in an amount equal to sixty-five percent (65%) of that portion of FILOT Payments payable by the Company with respect to the Project (that is, with respect to investment made by the Company in the Project during the Standard Investment Period), calculated and applied after payment of the amount due the non-host county under the MCIP Agreement, and thereafter during years six (6) through ten (10) in an amount equal to forty-five percent (45%) of that portion of FILOT Payments payable by the Company with respect to the Project (that is, with respect to investment made by the Company in the Project during the Investment Period), calculated and applied after payment of the amount due the non-host county under the MCIP Agreement.

(b) Each of Special Source Revenue Credits shall be reflected and itemized separately by the County Auditor or other authorized County official or representative on each bill for FILOT Payments associated with the applicable Economic Development Property sent to the Company, the Co-Sponsor and any Sponsor Affiliate by the County for each applicable property tax year, by reducing such FILOT Payments otherwise due by the amount of each of the applicable Special Source Revenue Credits to be provided to the Company for such property tax year.

(c) The Special Source Revenue 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.

(d) In the event the Company, together with any Sponsor Affiliates, fails to meet the Contract Minimum Investment Requirement and/or the Jobs Creation Minimum Requirement by the end of the fourth (4th) year following the Commencement Date, the 65% Special Source Revenue Credit will reduce to 40% through the remainder of the initial 10-year Special Source Revenue Credit Period subject to the provisions of subsection (e) below.

(e) If the Contract Minimum Investment Requirement and the Jobs Creation Minimum Requirement of the Project are fully in place at the end of the sixth (6th) year following Commencement Date, the 45% Special Source Revenue Credit shall apply to the Project for the remainder of the year 6 - 10 year period, but no lost Special Source Revenue Credits, if any, may be captured by the Company.

Section 4.03 Failure to Achieve Minimum Investment Requirements

(a) In the event the Company together with any Sponsor Affiliates, fails to meet the Contract Minimum Investment Requirement by the end of the Standard 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 Standard Investment Period, over (ii) the total amount of FILOT payments the Company and such Sponsor Affiliates have made with respect to the Economic Development Property (after taking into account any Special Source Revenue Credits received) (such excess, a "*Deficiency Amount*") for the period through and including the end of the Standard 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 Standard Investment Period.

(b) As a condition to the FILOT benefit provided herein, the Company, the Co-Sponsor and any Sponsor Affiliates agree 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 (or Phase) during the Investment Period.

Section 4.04 Removal of Equipment

Subject, always, to the other terms and provisions of this Fee Agreement, the Company, the Co-Sponsor 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, the Co-Sponsor or any Sponsor Affiliates 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, the Co-Sponsor 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, the Co-Sponsor or such Sponsor Affiliate shall make statutory payments in lieu of *ad valorem* taxes with regard to such Replacement Property in accordance with the following:

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

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

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

In the event of a Diminution in Value of the Economic Development Property, the Payment in Lieu of Taxes with regard to the Economic Development Property shall be reduced in the same proportion as the amount of such Diminution in Value bears to the original fair market value of the Economic Development Property as determined pursuant to Step 1 of Section 4.01(a) hereof; *provided, however*, that if at any time subsequent to the end of the Investment Period, the total value of the Project remaining in the County based on the original income tax basis thereof (that is, without regard to depreciation), is less than the FILOT Act Minimum Investment Requirement, then beginning with the first payment thereafter due hereunder and continuing until the Termination Date, the Project shall no longer be entitled to the incentive provided in Section 4.01, and the Company, the Co-Sponsor 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, the Co-Sponsor and any Sponsor Affiliates acknowledges and agrees that County's obligation to provide the FILOT Incentive ends, and this Fee Agreement is terminated, if the Company ceases operations at the Project. For purposes of this Section, "ceases operations" means closure of the facility or the cessation of fabrication and/or distribution of products for a continuous period of twenty-four (24) 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, the Co-Sponsor 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, the Co-Sponsor 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, the Co-Sponsor's and any Sponsor Affiliate'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, the Co-Sponsor 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, the Co-Sponsor 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, the Co-Sponsor 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, the Co-Sponsor or any Sponsor Affiliates to any third party, the County agrees to provide the Company, the Co-Sponsor 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, the Co-Sponsor and such Sponsor Affiliates to obtain judicial or other relief from such disclosure requirement.

Section 5.04 Limitation of County's Liability

Anything herein to the contrary notwithstanding, any financial obligation the County may incur hereunder, including for the payment of money, shall not be deemed to constitute a pecuniary liability or a debt or general obligation of the County (it being intended herein that any obligations of the County

with respect to the Special Source Revenue Credits shall be payable only from FILOT payments received from or payable by the Company, the Co-Sponsor or any Sponsor Affiliates); provided, however, that nothing herein shall prevent the Company, the Co-Sponsor, or any Sponsor Affiliate from enforcing its rights hereunder by suit for *mandamus* or specific performance.

Section 5.05 Mergers, Reorganizations and Equity Transfers

Each of the Company, the Co-Sponsor and any Sponsor Affiliates acknowledges that any mergers, reorganizations or consolidations of the Company, the Co-Sponsor 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, the Co-Sponsor 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, the Co-Sponsor or any Sponsor Affiliates with respect to the Project and any security interests granted by the Company, the Co-Sponsor 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, the Co-Sponsor, 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 and the Co-Sponsor 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, the Co-Sponsor or any Sponsor Affiliate, their members, officers, shareholders, employees, servants, contractors, and agents during the Term, and, the Company further, shall indemnify, defend and save the Indemnified Parties harmless against and from all claims arising during the Term from (i) entering into and performing its obligations under this Fee Agreement, (ii) any condition of the Project, (iii) any breach or default on the part of the Company, the Co-Sponsor or any Sponsor Affiliate in the performance of any of its obligations under this Fee Agreement, (iv) any act of negligence of the Company, the Co-Sponsor 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, the Co-Sponsor or any Sponsor Affiliate, or of any agents, contractors, servants, employees or licensees of any assignee or lessee of the Company, the Co-Sponsor or any Sponsor Affiliate, or (vi) any environmental violation, condition, or effect with respect to the Project. The Company and Co-Sponsor 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, the Co-Sponsor, or any Sponsor Affiliate 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, the Co-Sponsor 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, the Co-Sponsor 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 and Co-Sponsor 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 and Co-Sponsor 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, the Co-Sponsor or any Sponsor Affiliate, shall survive any termination of this Fee Agreement.

Section 5.07 Qualification in State

Each of the Company, the Co-Sponsor 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, the Co-Sponsor 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, the Co-Sponsor or any Sponsor Affiliate or operates such assets for the Company, the Co-Sponsor or any Sponsor Affiliate or is leasing the portion of the Project in question from the Company, the Co-Sponsor 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, of the Co-Sponsor 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, the Co-Sponsor and any Sponsor Affiliates, as applicable, shall obtain the prior consent or subsequent ratification of the County which consent or subsequent ratification may be granted by the County in its sole discretion; (ii) except

when a financing entity which is the income tax owner of all or part of the Project is the transferee pursuant to clause (b) above and such financing entity assumes in writing the obligations of the Company, the Co-Sponsor or any Sponsor Affiliates, 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, the Co-Sponsor 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, the Co-Sponsor or any Sponsor Affiliates (or prior transferee) in the portion of the Project transferred; (iv) the Company, the Co-Sponsor or applicable Sponsor Affiliates, 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 Co-Sponsor, 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, the Co-Sponsor 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, Co-Sponsor or such Sponsor Affiliate under this Fee Agreement and/or any release of the Company, Co-Sponsor or such Sponsor Affiliate pursuant to this Section.

Each of the Company, the Co-Sponsor 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, Co-Sponsor and any Sponsor Affiliate with the Transfer Provisions.

Section 5.10 Administration Expenses

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

Section 5.11 Priority Lien Status

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

Section 5.12 Interest; Penalties

In the event the Company, the Co-Sponsor or any Sponsor Affiliates 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, the Co-Sponsor or such Sponsor Affiliate until the Company, the Co-Sponsor or such Sponsor Affiliate shall have fully paid the amount, and the Company, the Co-Sponsor 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 or the Co-Sponsor 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 the Co-Sponsor 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, the Company and the Co-Sponsor, in form reasonably acceptable to the County. The Company or Co-Sponsor, as applicable, 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, the Co-Sponsor 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, the Co-Sponsor 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, the Co-Sponsor or any Sponsor Affiliate hereunder which is deemed materially incorrect when deemed made; or

(c) Failure by the Company, the Co-Sponsor 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, the Co-Sponsor and such Sponsor Affiliate specifying such failure and requesting that it be remedied, unless the Company, the Co-Sponsor or such Sponsor Affiliate, as applicable, 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, Co-Sponsor or such Sponsor Affiliate, as applicable, 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, the Co-Sponsor or any Sponsor Affiliates to the County 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, the Co-Sponsor or any Sponsor Affiliate (the “*Defaulting Entity*”) shall have occurred and shall be continuing, the County may take any one or more of the following remedial actions as to the Defaulting Entity, only:

(i) terminate this Fee Agreement; or

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

In no event shall the Company, the Co-Sponsor or any Sponsor Affiliate be liable to the County or otherwise for monetary damages resulting from the Company’s (together with the Co-Sponsor and any Sponsor Affiliates) failure to meet the FILOT Act Minimum Investment Requirement or 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, the Co-Sponsor 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, the Co-Sponsor 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:

SMF, Inc.
131 Harvester Ct.
Anderson, SC 29626

With a copy to:

Galivan White Boyd, P.A,
55 Beattie Place, Ste. 1200
Greenville, SC 29601
Attn: D. Sean Faulkner, Esquire

If to the Co-Sponsor:

EDECO, LLC
1333 South Daysville Road
Oregon, IL 61061

If to the County:

Anderson County
P.O. Box 8992
Anderson, SC 29622
Attn: County Administrator

With a copy to:

Anderson County Attorney
P.O. Box 8992
Anderson, SC 29622

Section 7.02 Binding Effect

This Fee Agreement and each document contemplated hereby or related hereto shall be binding upon and inure to the benefit of the Company, the Co-Sponsor 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, the Co-Sponsor and any Sponsor Affiliates, the County agrees to execute and deliver to the Company, the Co-Sponsor and any such Sponsor Affiliates such additional instruments as the Company, Co-Sponsor 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, the Co-Sponsor and any Sponsor Affiliates with the maximum benefits to be derived here from, it being the intention of the County to offer the Company, the Co-Sponsor 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, the Co-Sponsor 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, the Co-Sponsor 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 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/Electronic Signature

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. Any signature (including any electronic symbol or process attached to, or associated with, a contract or other record and adopted by a person with the intent to sign, authenticate or accept such contract or record) hereto or to any other certificate, agreement or document related to this transaction, and any contract formation or record-keeping through electronic means shall have the same legal validity and enforceability as a manually executed signature or use of a paper-based recordkeeping system to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, or any similar State law based on the Uniform Electronic Transactions Act, and the parties hereby waive any objection to the contrary.

[End of Article VII]

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

**ANDERSON COUNTY, SOUTH
CAROLINA**

By: Tommy Dunn
Anderson County Council Chair

ATTEST:

Renee D. Watts
Clerk to Anderson County Council

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

IN WITNESS WHEREOF, the undersigned has executed this Fee Agreement to be effective as of the day and year first above written.

SMF, INC., as Sponsor

By: _____
Its: _____

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

IN WITNESS WHEREOF, the undersigned has executed this Fee Agreement to be effective as of the day and year first above written.

EDECO, LLC, as Sponsor Affiliate

By: _____

Name: _____

Title: _____

[Signature Page 3 to Fee in Lieu of Tax Agreement]

EXHIBIT A

LEGAL DESCRIPTION

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND SITUATE, LYING AND BEING IN CENTERVILLE TOWNSHIP, COUNTY OF ANDERSON, AND STATE OF SOUTH CAROLINA, CONTAINING 9.525 ACRES, MORE OR LESS, AND BEING FULLY SHOWN AND DESIGNATED AS COMBINED LOTS 2, 3, 4, 5 AND 6 ON PLAT ENTITLED "SMF EXPANSION – ANDERSON, S.C. " PREPARED BY SITE DESIGN, INC. DATED JANUARY 3, 2024, RECORDED IN THE REGISTER OF DEEDS OFFICE FOR ANDERSON COUNTY, SOUTH CAROLINA IN PLAT BOOK S-3144 AT PAGE 8, REFERENCE BEING MADE HERETO TO SAID PLAT FOR THE EXACT METES AND BOUNDS THEREOF.

TMS # 124-01-01-044

EXHIBIT B

INVESTMENT CERTIFICATION

I _____, the _____ of **SMF, Inc.**, a corporation organized and existing under the laws of the State of Illinois (the “*Company*”), do hereby certify in connection with Section 4.03 of the Fee in Lieu of Tax Agreement (the “*Agreement*”) dated as of October 15, 2024 between Anderson County, South Carolina, the Company, and, **EDECO, LLC**, a limited liability company organized and existing under the laws of the State of Illinois (the “*Sponsor Affiliate*”), as follows:

(1) The total investment made by the Company and any Sponsor Affiliate(s), the names of which are listed below, in the Project during the calendar year ending December 31, 20__ was \$_____.

(2) The cumulative total investment made by the Company and any Sponsor Affiliate(s) in the Project from the period beginning _____, 20__ (that is, the beginning date of the Investment Period) and ending December 31, 20__, is \$_____, of which the investment has been incurred by each of the parties as set forth below

Company: \$_____
Sponsor Affiliate: \$_____

(3) The cumulative total jobs created by the Company and any Sponsor Affiliate at the Project for the calendar year ending December 31, 20__ was _____.

(4) The Sponsor Affiliate(s) reference in Section 1 above are as follows:

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

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

Name:_____
Its:_____

ORDINANCE NO. 2024-039

AN ORDINANCE TO AMEND SECTIONS 24-139 AND 24-336 TO PROVIDE FOR CERTIFICATION FROM UTILITY PROVIDERS THAT UTILITY SERVICES ARE AVAILABLE TO PROPOSED DEVELOPMENTS; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Anderson County, South Carolina, a body politic and a corporate and political subdivision of the State of Carolina, acting by and through the Anderson County Council, previously adopted Sections 24-139 and 24-336 of the Anderson County Code of Ordinances;

WHEREAS, issues have occurred during the approval process of various proposed projects within Anderson County as to whether adequate utility services, including without limitation, electrical, natural gas, water, sewage, broadband, and cable TV services are available to the proposed development; and

WHEREAS, Anderson County Council desires to amend Sections 24-139 and 24-336 to address the issue of utility services availability within proposed developments within unincorporated areas of the County.

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

1. Section 24-139 of the Code of Ordinances, Anderson County, South Carolina is hereby amended to read as follows:

Sec. 24-139. Site plan required.

Site plans, at a scale of one inch equals 50 feet or other appropriate scale, shall accompany the application for a preliminary certificate of compliance for those uses listed in section 24-138. The site plan shall show the relationship of the proposed use to the surrounding area, all required bufferyards, off-road parking, entrances and exits, permeable areas, open space and other such information as may be required by the planning commission, or the development standards manager. Suppose the preliminary plat shows, or otherwise indicates, connection to a public utility, including but not limited to electrical, natural gas, water, sewage, broadband, and cable TV. In that case, the applicant shall attach to the Land Use Review Application a letter from each utility provider certifying that the utility has the capacity to provide utility service to the proposed development.

2. Section 24-336(ii) of the Code of Ordinances, Anderson County, South Carolina, is hereby amended to read as follows

Sec. 24-336. Preliminary Plat.

- (ii) Location of utilities and utility easements on and adjacent to the tract, showing proposed connections to existing utility systems. If the preliminary plat shows, or otherwise indicates, connection to a public utility, including but not limited to electrical, natural gas, water, sewage, broadband, and cable TV. In that case, the applicant shall attach to the Subdivision Plat Application a letter from each utility provider certifying that the utility has the capacity to provide utility service to the proposed development.

3. All Orders and Ordinances in conflict herewith are, to the extent of such conflict only, hereby repealed and rescinded.

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 Third Reading and Enactment by Anderson County Council.

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

ATTEST:

FOR ANDERSON COUNTY:

By: Rusty Burns
Its: Administrator

By: Tommy Dunn
Its: Chairman, Anderson County Council

Renee Watts, Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon, County Attorney

First Reading: September 3, 2024
Second Reading: September 17, 2024
Third Reading: October 15, 2024
Public Hearing: October 15, 2024

ORDINANCE NO. 2024-040

AN ORDINANCE TO AMEND SECTIONS 2-756 THROUGH 2-764, RELATED TO THE HUMAN RELATIONS COUNCIL, OF THE ANDERSON COUNTY CODE OF ORDINANCES; AND OTHER MATTERS RELATED THERETO.

WHEREAS, the Anderson County Council has the authority to create ordinances under South Carolina Code section 4-9-25; and

WHEREAS, the Anderson County Council has the authority to create and modify agencies, departments, boards, commissions, and positions under South Carolina Code section 4-9-30; and

WHEREAS, Anderson County Council desires to amend the Anderson County Code of Ordinances; and

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

1. That sections 2-756 through 2-764 of the Code of Ordinances, Anderson County, South Carolina, is hereby amended to read as follows:

See attachment A.

2. All other terms, provisions, sections, and contents of the Code of Ordinances, Anderson County, South Carolina not specifically affected hereby remain in full force and effect.

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

4. This Ordinance shall take effect from and after the public hearing and the third reading in accordance with the Code of Ordinances, Anderson County, South Carolina.

ORDAINED in meeting duly assembled this 15th day of October, 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: September 17, 2024

Second Reading: October 1, 2024

Third Reading: October 15, 2024

Public Hearing: October 15, 2024

DIVISION 13. - HUMAN RELATIONS COUNCIL

Sec. 2-756. - Creation.

Pursuant to the authority of the county council under S.C. Code 1976, § 4-9-30(6), to establish such agencies, departments, boards, commissions and positions in the county as may be necessary and proper to provide services of local concern for public purposes, to prescribe the functions thereof and to regulate, modify, merge or abolish any such agencies, departments, boards, commissions and positions, the county council hereby creates and establishes the county human relations council (the "council"), with the authority, functions and responsibilities as spelled out in this division.

Sec. 2-757. - Purposes and objectives.

The primary purpose of the human relations council is to promote good and harmonious relations and a healthy spirit of community in the county and to promote respect and understanding among all our citizens. To do this, the council will work to:

- (1) Be sensitive to discrimination in any form and eliminate unfair, unjust and discriminatory practices based on social, economic, religious, cultural, ethnic, racial, age, gender or handicap bias.
- (2) Plan and implement workshops, training sessions and hands-on programs so as to bring peoples of all colors, races and creeds together in an environment where matters of mutual interest may be openly discussed in a spirit of cooperation and solutions to problems may be sought and obtained to help channel communications and stop false rumors.
- (3) Encourage cooperation in both the public and private sectors by enlisting the support of civic, religious, professional, educational, business organizations and their leaders in the county to accomplish the purposes of the council.
- (4) Study difficult situations and to actively respond to any situation as it may relate to the purposes of the council and to make recommendations for resolution of same to the county council.

Sec. 2-758. - Membership; terms of office; vacancies; compensation.

- (a) The council's membership shall be composed of appointed members who should be as representative of the social, economic, religious, cultural, ethnic, age, gender and racial groups comprising the population of the county as possible. All appointees should be selected so as to provide maximum balance on the council and ensure that all populations and geographical sections are as fairly represented on the commission as possible.
- (b) Each county council member shall appoint two members to the council.

(c) A quorum for meeting purposes shall consist of a simple majority of the members appointed at any given time. A simple majority of the quorum present may take action.

(d) The county administrator shall name a county staff member to serve as staff and departmental contact for the council. That staff member will be responsible for budgeting for council needs and for processing council requests for assistance, including funding.

(e) All members are expected to attend all regular and special meetings. If unable to attend, a member should notify the chairperson as promptly as possible. Any vacancy in membership shall be filled for the unexpired term by the county council members, which shall have the authority to remove any member for cause, including absenteeism, after written notice and public hearing. The absence of a member from three consecutive meetings without excuse, or four meetings in any 12-month period for any reason, shall be reported by the chairperson to county council, which shall initiate removal proceedings. However, the chairperson of the council may waive this provision for circumstances beyond the chairperson's or appointee's control.

(f) The county administrator shall provide staff and clerical assistance to the council as needed, and the county attorney shall provide legal assistance to the council.

(g) Members of the council shall serve without compensation, although they may be reimbursed for expenses incurred in the conduct of their official duties that require them to travel outside of the county, as authorized in the county travel reimbursement policy and annual county budget, and as approved in advance by and processed through the county staff contact, following normal county procedures for travel reimbursement and expenditure of funds.

Sec. 2-759. - Voting.

Each member of the human relations council is entitled to one vote on all matters brought to a vote during a regular or called meeting in which such member is present.

Sec. 2-760. - Election of officers.

(a) The officers of the human relations council shall be a chairperson, vice-chairperson, secretary, treasurer, and such other officers as the council may desire.

(b) Officers shall be elected by the council at the first meeting of each calendar year.

Sec. 2-761. - Duties of officers.

(a) The chairperson shall prepare the agenda, preside at all human relations council meetings and decide all matters of order and procedure. The chairperson shall make official contacts necessary to the operation of the council and carry on correspondence essential to such operation. The chairperson, with the consent of the council, shall appoint any subcommittee necessary to investigate any matters before the council or to perform any of its functions.

- (b) The vice-chairperson shall perform all duties of the chairperson in his or her absence.
- (c) The secretary shall keep the minutes and other records, prepare reports and other documents, prepare the agenda under the direction of the chairperson and have responsibility for distributing agenda to all council members prior to meetings.
- (d) The treasurer shall maintain accurate accounts of all receipts and expenditures of the council in conjunction with the county finance department.

Sec. 2-762. - Executive committee.

- (a) The officers and two human relations council members shall constitute the executive committee.
- (b) The executive committee is authorized to take essential actions when it is not possible to call a special meeting of the council as a whole.
- (c) Actions of the executive committee shall be reported to and ratified by the council at its next regular meeting. Changes in the executive committee action may be introduced and enacted or ratified at this time.
- (d) Two members of the council shall be nominated from the membership at large and elected by majority vote to serve on the executive committee.

Sec. 2-763. - Meetings.

- (a) Regular meetings will be held at least quarterly at a time and place to be set by the human relations council.
- (b) The county administrator shall furnish a place for the council to meet, although the council may meet, upon proper notice, at any other place accessible to the general public.

Sec. 2-764. - Operations.

The human relations council is established as a commission of and an aid to county government. As such, it may receive taskings from the county council for any matter within its purposes and objectives. It will function by making reports, findings and/or recommendations, or by making self-generated reports, findings and/or recommendations within its areas of responsibility under this division. In performing its functions, the council will operate under and through the county organizational structure and policies, including, but not limited to, financial, procurement and legal policies, and will comply with all other applicable county ordinances, including, but not limited to, ordinances on board and commission memberships and Freedom of Information Act application.

Secs. 2-765—2-781. - Reserved.

Ordinance #2024-041

An Ordinance to amend the Anderson County Official Zoning Map to rezone 2.0 +/- acres from Highway Commercial District (C-2) to Innovative Zoning District (IZD) on two (2) parcels of land identified in the Denver Sandy Springs Precinct and addressed as Highway 76, Pendleton, SC. The parcels are further identified as TMS#: 65-00-04-020 and 65-00-04-021.

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 amendment of the map; and,

Whereas, County Council desires to amend the Map by adopting a zoning map amendment from C-2 to IZD and to further amend the IZD District for The Springs at Clemson Blvd for +/- 2.0 acres of TMS#: 65-00-04-020 and 65-00-04-021.

Whereas, the Anderson County Planning Commission has held a duly advertised Public Hearing on September 10, 2024, during which it reviewed the proposed rezoning from C-2 to IZD for +/- 2.0 acres of TMS#: 65-00-04-020 and 65-00-04-021.

Whereas, the Anderson County Council has duly advertised and held a Public Hearing on September 17, 2024, regarding said amendment of the Anderson County Official Zoning Map:

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

1. The Anderson County Council hereby finds that this proposed rezoning is consistent with the Anderson County Comprehensive Plan and in accord with requirements of the South Carolina Code of Laws Title 6, Chapter 29, Article 5.
2. The Anderson County Council hereby amends The Anderson County Official Zoning Map to rezone 2.0 +/- acres from Highway Commercial District (C-2) as previously adopted July 20, 1999, by Anderson County Ordinance #99-004 to amend the IZD for Anderson County TMS#: 65-00-04-020 and 65-00-04-021.
3. Should any portion of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall not affect the remaining terms and provisions of this ordinance, all of which are hereby deemed separable.
4. All orders, resolutions, and enactments of Anderson County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.
5. This ordinance shall take effect and be in full force and effect from and after third reading and enactment by Anderson County Council.

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ATTEST: Ordinance 2024-041

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:	September 17, 2024
2 nd Reading:	October 1, 2024
3 rd Reading:	October 15, 2024
Public Hearing:	October 15, 2024



Planning Commission

☐ Land Use ☒ Rezoning

September 10, 2024

Date of Planning Commission Meeting ☐ Subdivision ☐ Variance

PROJECT INFORMATION

NAME OF APPLICANT/PROJECT: Sandy Springs Townhomes, LLC / Springs at Clemson Blvd.

PROPERTY LOCATION: Hwy 76

COUNTY COUNCIL DISTRICT: 4

SCHOOL DISTRICT: 1

TOTAL ACREAGE: +/- acres
TMS: 65-00-04-020, -021

NUMBER OF LOTS: 2

CURRENT ZONING: C-2

REQUESTED ZONING: IZD

PURPOSE: Rezone to expand IZD Parcel

APPROVAL

RECOMMENDATION/DECISION RENDERED

DENIAL TIED TABLED

VOTE 4 TO 1

☐ Compatibility with Future Land Use Map

☒ The recommendation of staff

☒ Compatibility with Traffic Levels

☒ Compatibility with Surrounding Properties

☒ Compatibility with Density Levels

☐ Use and Value of Surrounding Properties

☐ Concerns for public, health, safety, convenience, prosperity and general welfare.

Concerns for the balance of the interest of sub-dividers, homeowners and public.

Concerns for the effects of the proposed development on the local tax base.

Concerns for the ability of existing or planned infrastructure and transportation system to serve the proposed development.

☐ Other (please elaborate): _____

Planning Commission Chairman: [Signature]

Date: 9-10-24

Anderson County Planning & Development

401 East River Street

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

Anderson County Planning Commission
Staff Report-Rezoning Request from C-2 zoning to IZD zoning
September 10, 2024

Applicant: Sandy Springs Townhomes, LLC

Current Owner: Seasand Development LLC

Precinct: Denver Sandy Springs

Council District: Four (4)

TMS#: 65-00-04-020 and 65-00-04-021

Acreage: 2 +/-

Current Zoning: C-2 (Highway Commercial District)

Requested Zoning: IZD (Innovative Zoning District)

The IZOD district is established to allow flexibility in development that will result in improved design, character, and quality of new developments as well as preserve natural and scenic features of open spaces. The innovative zoning district regulations must encourage innovative site planning for residential, commercial, institutional, or industrial development within the district.

Surrounding Zoning: North: IZD (Innovative Zoning District)
South: C-2 (Highway Commercial District)
East: C-2 (Highway Commercial District)
West: C-2 (Highway Commercial District)

Evaluation: The request is to amend the C-2 Zoning to IZD Zoning to add up to an additional 16 Single Family attached townhomes on designated parcels.

Public Outreach: Staff hereby certifies that the required public notification actions have been completed on August 26, 2024 as follows:

Rezoning notification postcards were sent to 66 property owners within 2,000' of the subject property.

Rezoning notification signs posted on subject property.

Planning commission public hearing advertisement published in the Independent Mail.

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



Rezoning Application

Anderson County Planning & Development

Date of Submission

Approved/Denied

Applicant's Information

Applicant Name: Sandy Springs Townhomes, LLC
Mailing Address: PO Box 1788, Travelers Rest, SC 29690
Telephone: 864-238-4601
Email: dwall@obsidianconstruction.com

Owner's Information (If Different from Applicant)

Owner Name: Seasand Development LLC
Mailing Address: ~~100 Welphie Rd Pendleton SC 29670~~ 99 PHIL WATSON ROAD, ANDERSON, SC 29675
Telephone: 804-934-7053
Email: 10510CDD@aol.com

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:

Handwritten signature of the owner.

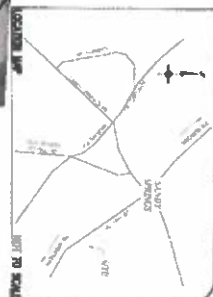
Owner's Signature

8-13-24

Date

Project Information

Property Location:	Hwy 76, Pendleton SC		
Parcel Number(s)/TMS:	650004021, 650004020		
County Council District:	4	School District:	4
Total Acreage:	2.0	Current Land Use:	Vacant
Requested Zoning:	IZD	Current Zoning:	C-2
Purpose of Rezoning:	single family townhomes with amenities focused on residents		



NOTES:
 1. THE SITE IS LOCATED ON THE WEST SIDE OF ROAD 1, BETWEEN ROAD 2 AND ROAD 3.
 2. THE SITE IS ZONED FOR COMMERCIAL DEVELOPMENT.
 3. THE SITE IS SURVEYED AND THE BOUNDARIES ARE SHOWN ON THE MAP.
 4. THE SITE IS TO BE DEVELOPED FOR COMMERCIAL PURPOSES.
 5. THE SITE IS TO BE DEVELOPED FOR COMMERCIAL PURPOSES.



SITE DATA
 TOTAL AREA: 1.2 ACRES
 ZONING: COMMERCIAL
 SURVEY: 1/1/00
 PREPARED BY: SITE DESIGN, INC.
 DATE: 1/1/00

LEGEND

1. PROPOSED SITE	2. EXISTING SITE
3. EXISTING ROAD	4. EXISTING ROAD
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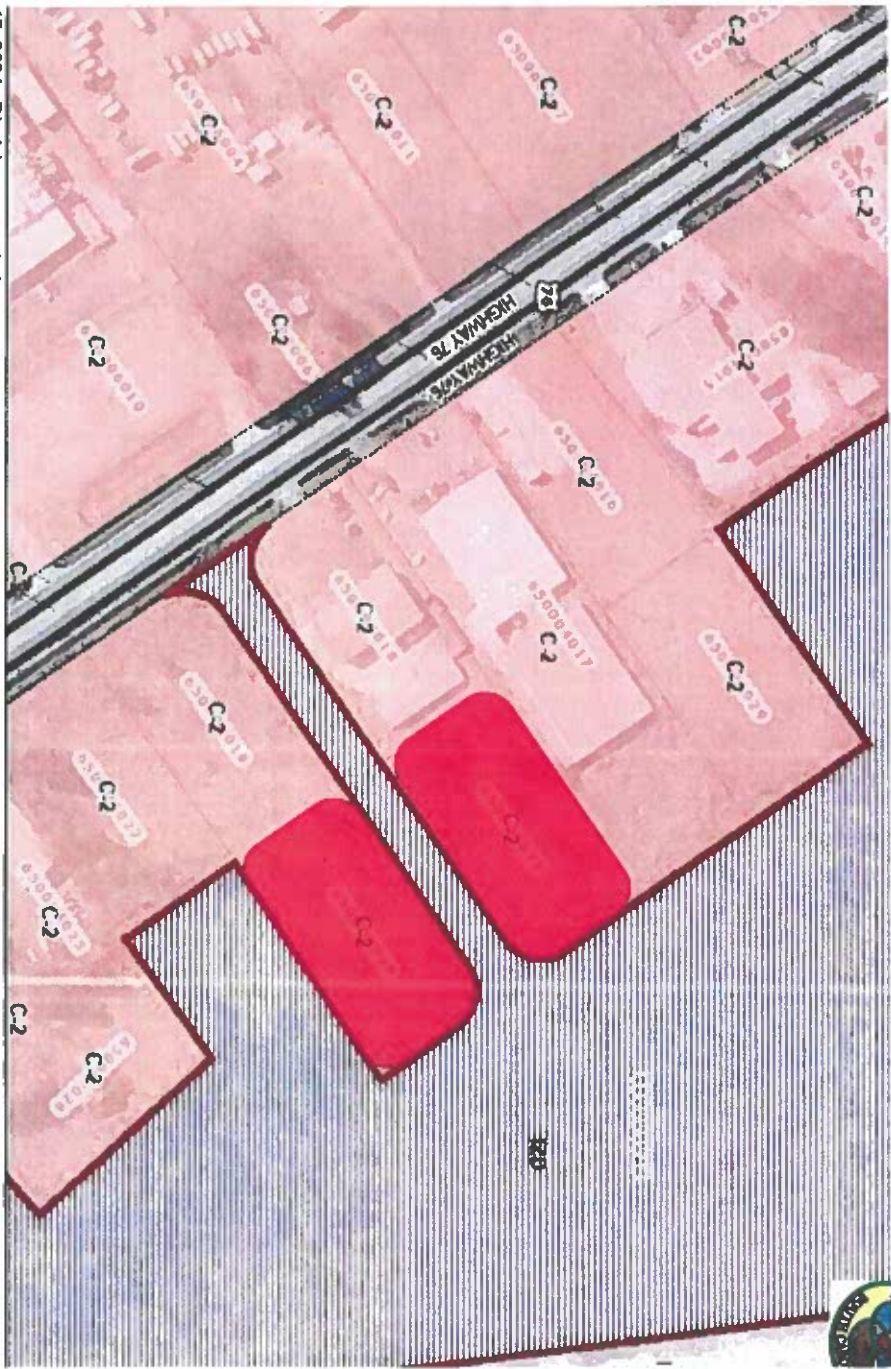
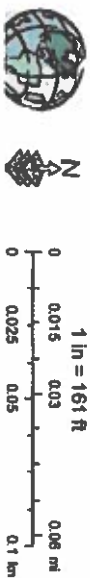
SITE DESIGN, INC.
 1000 10TH AVENUE, SUITE 100
 DENVER, CO 80202
 (303) 733-1111
 WWW.SITEDSIGN.COM

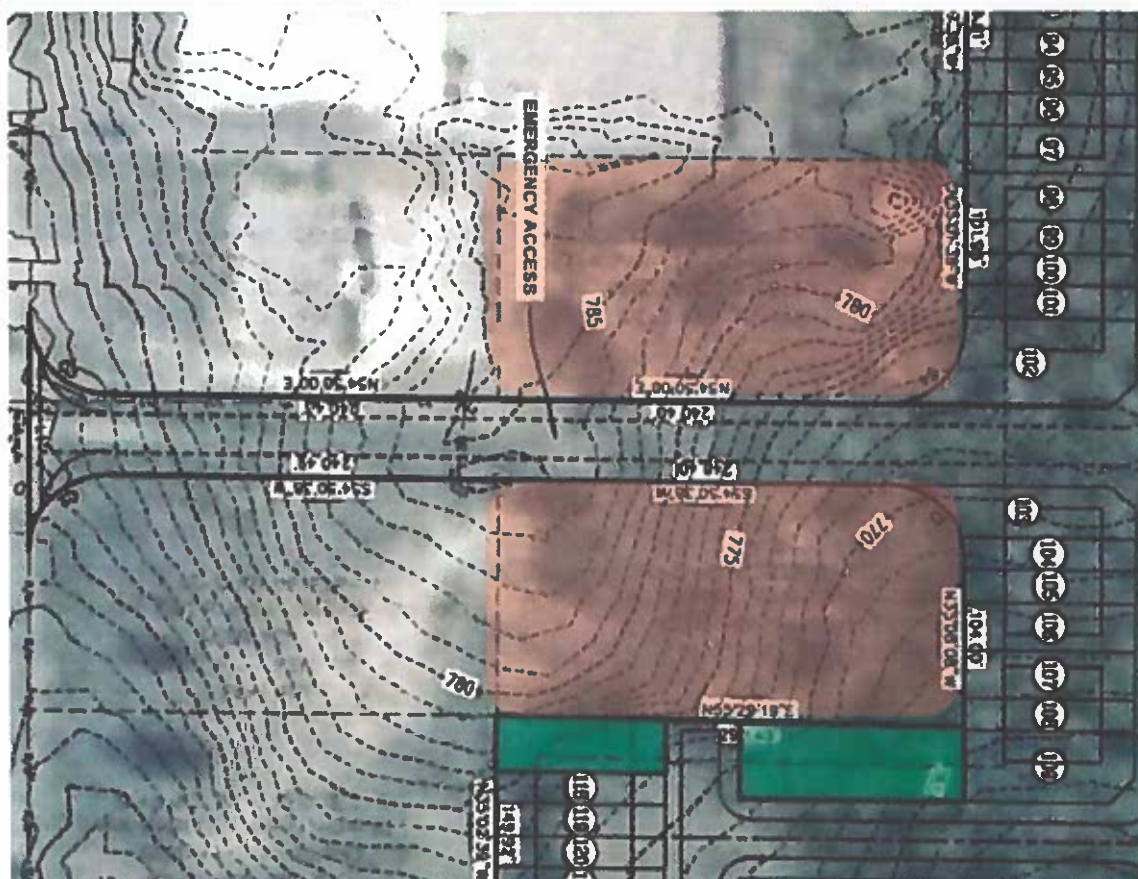
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CONCEPTUAL SITE PLAN
 ANDERSON COUNTY
 SOUTH CAROLINA

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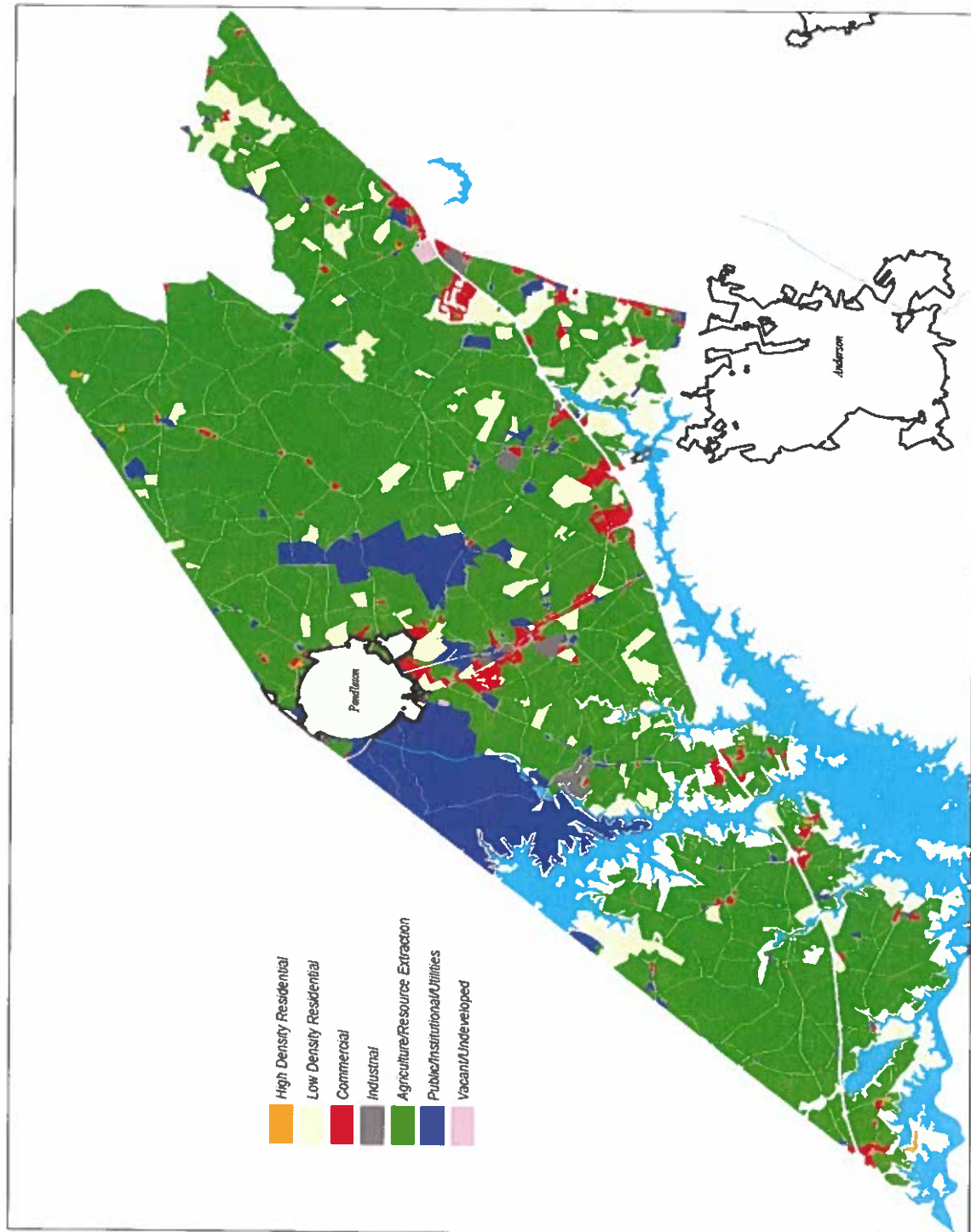
17, 2024 Disclaimer accepted.
S: 65004013
SANDY SPRINGS TOWNHOMES LLC
Net Address: PO BOX 1788
/State: TRAVELERS REST, SC Zip Code: 29690







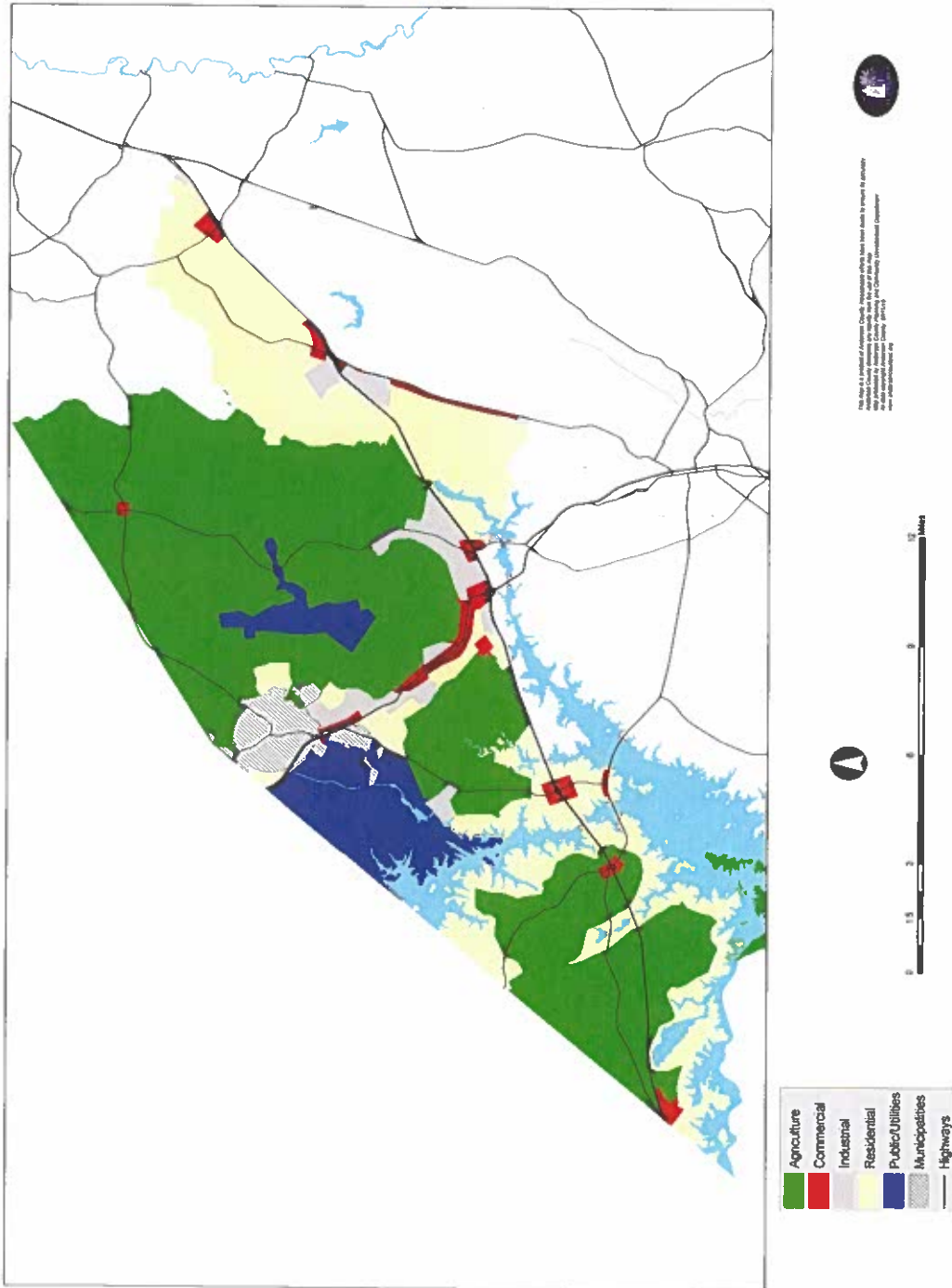
Map 7.5 Current Land Use, Council District 4





Map 7.13 Future Land Use, Council District 4

County Council District 4
Future Land Use



ORDINANCE NO. 2024-042

AN ORDINANCE TO AMEND SECTION 24-335 OF THE CODE OF ORDINANCES, ANDERSON COUNTY, SOUTH CAROLINA, TO PROVIDE THAT THE LAND USE ADMINISTRATOR PRESENT TO THE PLANNING COMMISSION A REPORT REGARDING THE PROPOSED DEVELOPMENT; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Anderson County, South Carolina, a body politic and a corporate and political subdivision of the State of South Carolina, acting by and through the Anderson County Council, previously adopted section 24-335 of the Anderson County Code of Ordinances; and

WHEREAS, Anderson County Council desires to amend section 24-335 to provide that the Land Use Administrator present a report to the Planning Commission regarding a proposed subdivision development and to update this section of the Code for consistency with current procedures and state agency identification.

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

1. Section 24-335 of the Code of Ordinances, Anderson County, South Carolina, is hereby amended to read as shown on Exhibit A attached hereto.
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 15th day of October, 2024.

ATTEST:

FOR ANDERSON COUNTY:

Rusty Burns
Anderson County Administrator

Tommy Dunn, District #5, Chairman

Renee Watts
Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

1st Reading: September 17, 2024

2nd Reading: October 1, 2024

3rd Reading: October 15, 2024

Public Hearing: October 15, 2024

Sec. 24-335. Review procedure; staff report; approval.

Prior to making any physical improvements on the potential subdivision site, the applicant shall create a preliminary plat containing the information required by section 24-336 and submit said plat for approval by the planning commission in the following manner:

- (1) One copy of the application form and two complete preliminary plats along with a digital copy shall be turned in to the planning department at least 60 working days, prior to any planning commission meeting at which the subdivider would like the plat to be discussed. Additional copies of the application and preliminary plat should be provided to the planning department upon request.
- (2) The land use administrator shall convene a review committee within 30 working days to discuss the proposal with the applicant. The review committee shall consist of the land use administrator and representatives of the County, roads and bridges, wastewater and stormwater departments. The land use administrator shall also send a copy of the preliminary plat for review and comments to the appropriate school district, fire marshal, EMS, the utility providers, and South Carolina Department of Transportation (DOT), if state roads are impacted. The applicant may submit a revised application and preliminary plat within 10 working days following the review committee meeting.
- (3) Prior to review of the preliminary plat by the planning commission, the land use administrator shall review the preliminary plat.
 - a. Should the land use administrator determine that the information provided on the preliminary plat is not in conformance with the requirements set forth in section 24-336, the land use administrator shall reject the preliminary plat. Notice of such rejection, as well as a list of all missing or incorrect information, shall be conveyed to the applicant in writing.
 - d. If the land use administrator determines that the information provided on the preliminary plat fulfills the requirements of section 24-336, the land use administrator shall submit a written report to the planning commission and place discussion of the preliminary plat on the agenda for the next planning commission meeting. The written report of the land use administrator shall be recorded in the minutes of said planning commission meeting.
- (4) At the planning commission meeting during which the preliminary plat is scheduled to be discussed, the land use administrator shall present his report to the planning commission. The planning commission shall then vote to approve, reject or table the preliminary plat for recommendations from the planning commission during said meeting. In the event of a tie vote on either a motion to approve, reject or table the preliminary plat, the planning commission shall consider the matter at its next meeting, which shall not trigger the 40 day period for which the preliminary plat shall be deemed approved as submitted. Should the planning commission fail to vote to approve or reject the preliminary plat within this 40-day period, the plat shall be deemed to be approved as submitted.
 - a. If the planning commission votes to reject the preliminary plat, it shall make its grounds for such rejection known for the public record, and shall notify the applicant of such rejection, including the grounds for rejection, in writing. The applicant may then submit a corrected preliminary plat, which will be considered in the same manner as a newly submitted preliminary plat.
 - b. If the subdivider submits a corrected preliminary plat as provided in subsection a. above and it is rejected by the planning commission, no further preliminary plats may be submitted for this property within the next 90 days.
 - c. If the planning commission votes to approve the preliminary plat, such approval shall be noted and certified by the land use administrator. The subdivider shall be notified of the planning commission's approval within ten working days of the vote to approve the preliminary plat.

-
- d. In addition to the standards set forth in this article and the report of staff, the planning commission will also take into consideration the following criteria when making its decision to reject or approve a preliminary subdivision plat:
1. Public health, safety, convenience, prosperity, and the general welfare.
 2. Balancing the interests of subdividers, homeowners, and the public.
 3. The effects of the proposed development on the local tax base.
 4. The ability of existing or planned infrastructure and transportation systems to serve the proposed development.
- (5) Approval of the preliminary plat constitutes general approval by the planning commission of the road alignments, dimensions, layout, shape of lots and proposed rights-of-way. However, review and approval by other departments and governmental agencies must also be obtained, including, but not limited to, stormwater permits from county stormwater management and the Department of Environmental Services (DES), which must be obtained prior to beginning land disturbing activity. A list of appropriate review agencies shall be maintained and available at the planning & development office. This list shall be periodically reviewed and updated.

(Code 2000, § 38-311; Ord. No. 03-007, § 1, 4-15-2003; Ord. No. 2018-049 , §§ 1, 2, 12-4-2018; Ord. No. 2021-036 , § 1, 8-17-2021; Ord. No. 2022-004 , § 1, 4-19-2022; Ord. No. 2022-022 , § 1, 6-29-2022)

ORDINANCE NO. 2024-044

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AND SPECIAL SOURCE CREDIT AGREEMENT BY AND BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND [PROJECT RED FOX], WITH RESPECT TO CERTAIN ECONOMIC DEVELOPMENT PROPERTY IN THE COUNTY, WHEREBY SUCH PROPERTY WILL BE SUBJECT TO CERTAIN PAYMENTS IN LIEU OF TAXES, INCLUDING THE PROVISION OF CERTAIN SPECIAL SOURCE CREDITS; AND OTHER MATTERS RELATED THERETO.

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

WHEREAS, pursuant to the FILOT Act, and in order to induce investment in the County, the County did previously enter into an Inducement Agreement dated [____], 2024 (the “*Inducement Agreement*”) with [PROJECT RED FOX], a [____] (the “*Company*”) (which was known to the County at the time as “*Project Red Fox*”), 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 one or more new commercial facilities in the County (collectively, the “*Project*”); and

WHEREAS, the Company has represented that the Project will involve an investment of approximately \$5,000,000 in the County within the Investment Period (as such term is defined in the hereinafter defined Fee Agreement; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ENACTED in meeting duly assembled this ____ day of _____, 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: _____, 2024
Second Reading: _____, 2024
Third Reading: _____, 2024
Public Hearing: _____, 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 _____, 2024, _____, 2024, and _____, 2024, at which meetings a quorum of members of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council.

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

Dated: _____, 2024

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

Between

ANDERSON COUNTY, SOUTH CAROLINA

and

[PROJECT RED FOX]

Dated as of _____, 2024

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

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

Company Name:	[PROJECT RED FOX]	Project Name:	Project Red Fox
Projected Investment:	\$5,000,000	Projected Jobs:	N/A
Location (street):	<i>[to be provided]</i>	Tax Map No.:	<i>[to be provided]</i>
1. FILOT			
Required Investment:	\$5,000,000	Required Jobs:	N/A
Investment Period:	5 years	Ordinance No./Date:	<i>[to be provided]</i>
Assessment Ratio:	6%	Term (years):	30 years
Fixed Millage:	327.06 mills	Net Present Value (if yes, discount rate):	
Clawback information:	See Section 4.03 If the Contract Minimum Investment Requirement is not made by the end of the Investment Period, the Fee Agreement will be terminated retroactively.		
2. MCIP			
Included in an MCIP:	Anderson/Greenville Park (2010)		
If yes, Name & Date:			
3. SSC			
Total Amount:			
No. of Years	20 years		
Yearly Increments:	85% years 1-5; 35% years 6-20		
Clawback information:	If the Contract Minimum Investment Requirement is not made by the end of the Investment Period, the Fee Agreement will be terminated retroactively and the Special Source Credits must be repaid to the County.		
4. Other information			

FEE IN LIEU OF TAX AGREEMENT

THIS FEE IN LIEU OF TAX AND SPECIAL SOURCE CREDIT AGREEMENT (the “*Fee Agreement*”) is made and entered into as of _____, 2024 by and between **ANDERSON COUNTY, SOUTH CAROLINA** (the “*County*”), a body politic and corporate and a political subdivision of the State of South Carolina (the “*State*”), acting by and through the Anderson County Council (the “*County Council*”) as the governing body of the County, and [PROJECT RED FOX], a _____ organized and existing under the laws of the State of _____ (collectively called 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 one or more facilities in the County for commercial operations.

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

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

6. By enactment of an Ordinance on _____, the County Council has authorized the County to enter into this Fee Agreement with the Company which classifies the Project as Economic Development Property under the FILOT Act and provides for the payment of fees in lieu of taxes and the provision of Special Source Credits to reimburse the Company for payment of the cost of certain Infrastructure in connection with the Project, all as further described herein.

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

ARTICLE I

DEFINITIONS

Section 1.01 Definitions

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

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

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

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

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

“Company” shall mean [PROJECT RED FOX], a _____, and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Company.

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

“Contract Minimum Investment Requirement” shall mean, with respect to the Project, investment by the Company and any Sponsor Affiliates of at least \$5,000,000.00 in Economic Development Property subject (non-exempt) to *ad valorem* taxation (in the absence of this Fee Agreement).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“State” shall mean the State of South Carolina.

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

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

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

Section 1.02 Project-Related Investments

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

[End of Article I]

ARTICLE II

REPRESENTATIONS, WARRANTIES, AND AGREEMENTS

Section 2.01 Representations, Warranties, and Agreements of the County

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

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

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

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

(d) The millage rate set forth in Step 3 of Section 4.01(a) hereof is 327.06 mills, which is the millage rate in effect with respect to the location of the proposed Project as of June 30, 2024, 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) Each of the Company is organized and in good standing under the laws of the State of South Carolina, is duly authorized to transact business in the State, has power to enter into this Fee Agreement, and has duly authorized the execution and delivery of this Fee Agreement.

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

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

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

[End of Article II]

ARTICLE III

COMMENCEMENT AND COMPLETION OF THE PROJECT

Section 3.01 The Project

(a) The Company intends and expects, together with any Sponsor Affiliate, to (i) construct and acquire the Project, and (ii) meet the Contract Minimum Investment Requirement, all within the Investment Period. The Company anticipates that the first Phase of the Project will be placed in service during the calendar year ending December 31, 2024.

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

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

Section 3.02 Diligent Completion

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

Section 3.03 Filings and Reports

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

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

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

[End of Article III]

ARTICLE IV
FILOT PAYMENTS

Section 4.01 FILOT Payments

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

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

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

Step 3: Use a millage rate of 327.06 mills during the Exemption Period against the taxable value to determine the amount of the FILOT Payments due during the Exemption Period on the applicable payment dates.

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

Section 4.02 Special Source Credits

(a) In accordance with and pursuant to Section 12-44-70 of the FILOT Act and Section 4-1-175 of the MCIP Act, in order to reimburse the Company for qualifying capital expenditures incurred for costs of the Infrastructure during the Investment Period, the Company shall be entitled to receive, and the County agrees to provide, annual Special Source Credits against the Company's FILOT Payments for a period of twenty (20) consecutive years in an amount equal to eighty-five percent (85%) for years 1 through 5 and thirty-five percent (35%) for years 6 through 20 of that portion of FILOT Payments payable by the Company with respect to the Project (that is, with respect to investment made by the Company in the Project during the Standard Investment Period), calculated and applied after payment of the amount due the non-host county under the MCIP Agreement.

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

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

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

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

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

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

Section 4.03 Failure to Achieve Minimum Investment

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

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

Section 4.04 Removal of Equipment

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

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

Section 4.05 FILOT Payments on Replacement Property

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

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

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

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

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

[End of Article IV]

ARTICLE V

PARTICULAR COVENANTS AND AGREEMENTS

Section 5.01 Cessation of Operations

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

Section 5.02 Rights to Inspect

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

Section 5.03 Confidentiality

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

Section 5.04 Limitation of County's Liability

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

Section 5.05 Mergers, Reorganizations and Equity Transfers

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

Section 5.06 Indemnification Covenants

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

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

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

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

Section 5.07 Qualification in State

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

Section 5.08 No Liability of County's Personnel

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

Section 5.09 Assignment, Leases or Transfers

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

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

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

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

Section 5.10 Administration Expenses

The Company agrees to pay any Administration Expenses to the County when and as they shall become due, but in no event later than the date which is the earlier of any payment date expressly provided for in this Fee Agreement or the date which is forty-five (45) days after receiving written notice from the County, accompanied by such supporting documentation as may be necessary to evidence the County's or Indemnified Party's right to receive such payment, specifying the nature of such expense and requesting payment of same. The Administration Expenses associated with the finalization and approval of this Fee Agreement and related documents will be \$3,800.

Section 5.11 Priority Lien Status

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

Section 5.12 Interest; Penalties

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

Section 5.13 Sponsor Affiliates

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

[End of Article V]

ARTICLE VI

DEFAULT

Section 6.01 Events of Default

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

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

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

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

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

Section 6.02 Remedies Upon Default

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

(i) terminate this Fee Agreement; or

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

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

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

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

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

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

Section 6.03 Reimbursement of Legal Fees and Expenses and Other Expenses

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

Section 6.04 No Waiver

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

[End of Article VI]

ARTICLE VII
MISCELLANEOUS

Section 7.01 Notices

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

If to the Company:

Attn: _____

With a copy to:

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

If to the County:

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

With a copy to:

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

Section 7.02 Binding Effect

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

Section 7.03 Counterparts

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

Section 7.04 Governing Law

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

Section 7.05 Headings

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

Section 7.06 Amendments

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

Section 7.07 Further Assurance

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

Section 7.08 Invalidity; Change in Laws

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

Section 7.09 Termination by Company

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

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

Section 7.10 Entire Understanding

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

Section 7.11 Waiver

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

Section 7.12 Business Day

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

Section 7.13 Facsimile/Scanned Signatures

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

[End of Article VII]

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

ANDERSON COUNTY, SOUTH CAROLINA

(SEAL)

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

ATTEST:

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

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

[PROJECT RED FOX]

Name: _____

Its: _____

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

EXHIBIT A

LEGAL DESCRIPTION

[to be inserted]

EXHIBIT B

INVESTMENT CERTIFICATION

I _____, the _____ of [PROJECT RED FOX] (the “*Company*”), do hereby certify in connection with Section 4.03 of the Fee in Lieu of Tax and Special Source Credit Agreement dated as of _____, 2024 between Anderson County, South Carolina and the Company (the “*Agreement*”), as follows:

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

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

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

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

Name: _____
Its: _____

EXHIBIT C

INFRASTRUCTURE INVESTMENT CERTIFICATION

I _____, the _____ of [PROJECT RED FOX] (the “*Company*”), do hereby certify in connection with Section 4.02 of the Fee in Lieu of Tax and Special Source Credit Agreement dated as of _____, 2024 between Anderson County, South Carolina and the Company (the “*Agreement*”), as follows:

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

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

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

Personal Property Description

Investment Amount

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

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

Name: _____
Its: _____

ORDINANCE NO. 2024-045

**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 RED FOX).**

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.

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

ANDERSON COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
Chairman, Anderson County Council

Attest:

By: _____
Clerk to Anderson County Council

FORM APPROVED BY:

County Attorney

First Reading: _____
Second Reading: _____
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

[PROJECT RED FOX]

[To be inserted]

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 _____, 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

RESOLUTION R2024-052

A RESOLUTION EXPRESSING INTENT TO CEASE COUNTY MAINTENANCE ON AND TO AUTHORIZE COUNTY CONSENT TO JUDICIAL ABANDONMENT AND CLOSURE OF A PORTION OF STONE DR DESIGNATED AS C-1-177; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Stone Dr (the “Road”) is currently an asphalt Anderson County (the “County”) public road, designated as Anderson County Road C-1-177; and,

WHEREAS, the Road extends 3049 linear feet from SC Hwy 8 to the end loop. The portion of interest measures 577 feet and exists on one parcel of property identified as Anderson County tax map number 234-00-03-044; all of which have common ownership, as shown on the map prepared by Anderson County Roads and Bridges Department on August 21, 2024, attached hereto as **Exhibit A** and incorporated herein by reference;

WHEREAS, the property owners (hereinafter collective the “Petitioners”) have requested that the County abandon a portion of said Road to prevent public access to private property. The Petition is attached hereto as **Exhibit B** and incorporated herein by reference;

WHEREAS, the County has complied with all of its Ordinances and Regulations pertaining to cessation of County maintenance and County consent to judicial abandonment and closure of County public roads, in the case of the above referenced Road;

WHEREAS, none of the procedures undertaken by the County have revealed or reflected a need for the portion of said Road to remain under County maintenance or to remain a public road, and the County staff have recommended that the County consent to the requested abandonment and judicial closure;

WHEREAS, Anderson County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its County Council (the “County Council”) desires to express its intent to cease County maintenance on, and to authorize County consent to judicial abandonment and closure of the Road;

WHEREAS, prior to the road, or any portion thereof, being closed, the parties in interest shall fully comply with all applicable law, including, without limitation, section 57-9-10.

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

1. Anderson County, acting by and through its County Council, consents to the judicial abandonment and closure of a 577 foot portion of Stone Dr (C-1-177) by the property owners.

2. In the event the portion of Stone Dr is closed by a Judicial Order, the county shall immediately cease all maintenance of this portion of the Road.
3. All orders and resolutions in conflict herewith are, to the extent of such conflict only, repealed and rescinded.
4. Should any part or portion of this resolution be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such finding shall not affect the remainder hereof, all of which is hereby deemed separable.
5. This resolution shall take effect and be in force immediately upon enactment.

RESOLVED this 15th day of October, 2024, in meeting duly assembled.

ATTEST:

Rusty Burns
Anderson County Administrator

Tommy Dunn, Chairman
Anderson County Council

Renee D. Watts
Anderson County Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney



MEMORANDUM

ROADS AND BRIDGES DEPARTMENT

DATE: October 7, 2024

TO: Mr. Rusty Burns
County Administrator

FROM: Jonathan Fox
Road and Bridges Manager

SUBJECT: Proposed abandonment of a portion of Stone Dr (C-1-177)
Council District 07

Please see attachments for information on the proposed partial abandonment of Stone Dr (C-1-177) Property owners have requested abandonment to prevent public access to private property.

The landowner's signed petition is enclosed. The owner was provided a copy of Anderson County's Ordinance of policies and procedures for abandoning and closing public roads, as well as a written notice of their responsibility for acquiring legal ownership to the road if Council approves abandonment by resolution.

On September 5, 2024, a road closure notification sign was posted on the road. The sign was in place for 30 days on October 5, 2024.

Notification of the proposed abandonment was sent to Emergency Service providers and Anderson School District One Transportation Department. Anderson School District has no issue with the abandonment. There was no response from Emergency Services.

Our department has conducted a thorough investigation of this road.

- Public notification signs were posted for 30 days
- There was 1 inquiry
- Portion of road is in general public use.
- Road runs from SC Hwy 8 to the end loop.
- The asphalt road is 3049 linear feet in total and 16 feet wide; the portion to be abandoned measures 577 linear feet.
- Prescriptive right-of-way
- Average Daily Traffic Count is 22 cars per day.

Tommy Dunn
Chairman, District 5

John B. Wright Jr.
Council District 1

Greg Elgin
Council District 3

Cindy Wilson
Council District 7

ANDERSON COUNTY
SOUTH CAROLINA

Brett Sanders
V. Chairman, District 4

Glenn Davis
Council District 2

Jimmy Davis
Council District 6

Renee D. Watts
Clerk to Council

Rusty Burns | County Administrator
rburns@andersoncountysc.org



MEMORANDUM

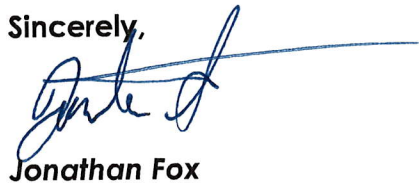
ANDERSON COUNTY DEPARTMENT NAME | PAGE 2

With the information provided, I recommend Anderson County abandon interest in this portion of Stone Dr (C-1-177).

For your convenience, photographs and a location map are enclosed.

Enclosures

Sincerely,



Jonathan Fox

Tommy Dunn
Chairman, District 5

John B Wright Jr.
Council District 1

Greg Elgin
Council District 4

Cindy Wilson
Council District 7

Ray Graham
V. Chairman, District 3

Glenn Davis
Council District 2

Jimmy Davis
Council District 6

Renee D. Watts
Clerk to Council

ANDERSON COUNTY
SOUTH CAROLINA

Rusty Burns | County Administrator
rburns@andersoncountysc.org

PO Box 8002, Anderson, SC 29622-8002
(864) 260-4190

**Only signatures from current property owners will be counted.*

Date: 8-19-24

Name: Thomas Probst

Mailing

Address: 134 Stone Dr.

City: Polina

State: SC Zip: 29669

Telephone #: 864-354-8978 Email Address: TattooThomas76@aol.com

Road Name/Number: 134 Stone Dr.

Reason for abandonment: The "loop" at the end of the road is on our property on both sides of the road. We would like to abandon a portion of the loop so we can close off our property to public traffic. Any easements in place will not be affected. Thank you.

We, the undersigned landowners, do petition Anderson County Roads & Bridges to abandon the road, or portion of road, named above. By signing, we acknowledge that we have read, understood, and agree to the policies and ordinances defined in this road abandonment packet.

~~Signature (Do not print)~~

Print Name

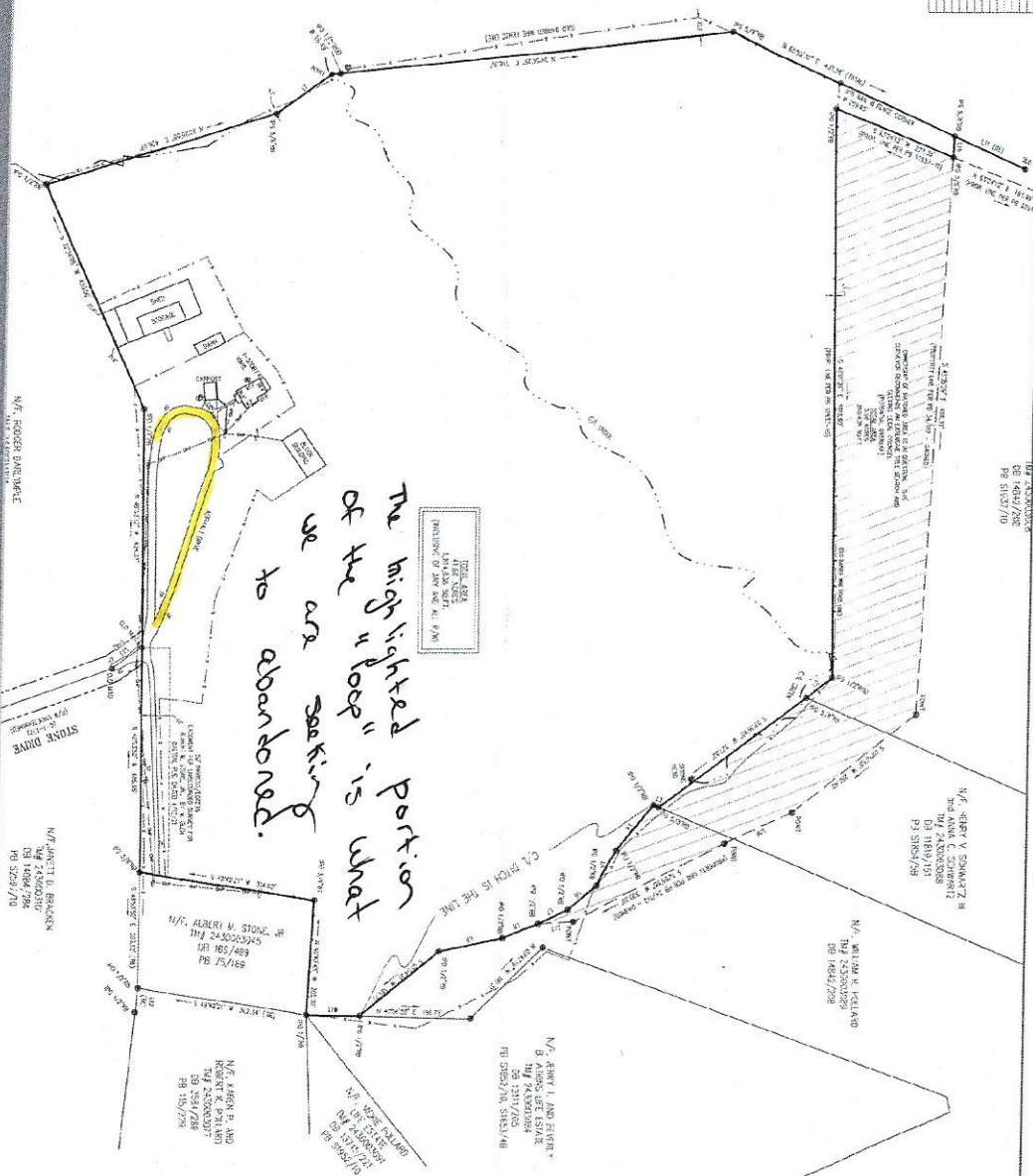
Address

Phone Number

Frank Knight Thomas Pruitt 134 Stone Dr. 864-354-8978

[illegible]

W/F, VRT20A, LC
IN# 2430003621
EB 10829/251
PB 79/54



The high pitched portion of the "dog" is what we are taking to abandoned.

TOTAL AREA
 41.66 ACRES
 1,814,326 SQ.FT.
 (PLOT ONE OF MANY ACRES ALL 9/20/01)

Device: 514152791

[illegible]

Proposed Partial Abandonment of Stone Dr (C-1-177)



Stone Dr (C-1-177) Partial Abandonment

View from the beginning of loop – the right portion to be abandoned, left portion to remain open to the public and access a driveway in progress.



View from section of loop to remain public – power pole will be the end of abandoned portion



Shay D. Agnew

From: Benny Bridges <bridgesbe@apps.anderson1.org>
Sent: Thursday, September 12, 2024 3:26 PM
To: Shay D. Agnew
Subject: [External]Re: [EXTERNAL]Proposed Partial Road Abandonment - Stone Dr (C-1-177)

CAUTION: This email originated from outside of Anderson County's email system. Please do not click links or open attachments unless you recognize the sender and know the content is safe. If you have any questions, please contact the county helpdesk.

This email is to confirm that this abandonment would NOT affect the bus operations for Anderson School District One. Thank you so much for checking with us on this matter.

Thanks,

Benny Bridges, Jr

Transportation Director

Anderson School District One

Transportation Office

bridgesbe@apps.anderson1.org

[864-947-8989](tel:864-947-8989) or [864-232-6619](tel:864-232-6619) Office Phone

[864-947-9881](tel:864-947-9881) Fax

On Fri, Sep 6, 2024 at 10:28 AM Shay D. Agnew <sdagnew@andersoncountysc.org> wrote:

Warning: This email originated from outside of the school district. Do not click links, open attachments or provide personal information unless you recognize the sender and know the content is safe.

Good morning,

This email is to notify you that the Anderson County Roads & Bridges Department has received a petition for a partial closure of Stone Drive (C-1-177). We would appreciate a response within 30 days if this abandonment would affect your operations. If no response is received, we will proceed with the abandonment process. Attached is a memo and location map for the proposed abandonment.

Thank you,

Shady



Shady Agnew

Right of Way Specialist - Engineering Foreman

Phone: 864-964-6701

Mobile: 864-617-2427

Email: sdagnew@andersoncountysc.org

1428 Pearman Dairy Rd

Anderson, SC 29625

<https://www.andersoncountysc.org>

NOTICE: Employees are reminded of Board Policy IJNDB-R, which governs e-mail and Internet usage, and are advised to act accordingly. Recipients of e-mail sent through Anderson One's system should understand that it may contain confidential, proprietary, or privileged material. If you have received the above e-mail or any attachments in error, this does not constitute permission to examine, copy, or distribute the information. Prompt notification to the sender of the error would be appreciated.



September 6, 2024

Lee Blackwell Fire Chief
West Pelzer Station #6
97 Main Street
Pelzer, SC 29669

Dear Chief Blackwell:

This letter is to inform you that we have received a request to abandon a portion of Stone Dr (C-1-177).

We would appreciate as to how, if any, this closure might impact emergency vehicle response to neighboring citizens. A response from you within 30 days regarding this matter would be greatly appreciated. If this closure has no effect, we will proceed with the abandonment process.

Thank you in advance for your assistance with this matter. You may contact me via email at jwfox@andersoncountysc.org if you desire.

Sincerely,

Jonathan Fox | ROADS AND BRIDGES DEPARTMENT
Roads and Bridges Manager

Tommy Dunn
Chairman, District 5

John B. Wright Jr.
Council District 1

Greg Elgin
Council District 3

Cindy Wilson
Council District 7

ANDERSON COUNTY
SOUTH CAROLINA

Brett Sanders
V. Chairman, District 4

Glenn Davis
Council District 2

Jimmy Davis
Council District 6

Renee D. Watts
Clerk to Council

Rusty Burns | County Administrator
rburns@andersoncountysc.org



September 6, 2024

Benny Bridges, Jr., Transportation Supervisor
Anderson County School District One
2001-B Easley Highway
Piedmont, South Carolina 29673

Dear Mr. Bridges:

This letter is to inform you that we have received a request to abandon a portion of Stone Dr (C-1-177).

We would appreciate your input as to how, if any, this closure might impact bus routing on this road. We would appreciate a response within 30 days.

Thank you in advance for your assistance with this matter. You may contact me via email at jwfox@andersoncountysc.org if you desire.

Sincerely,

Jonathan Fox | ROADS AND BRIDGES DEPARTMENT
Roads and Bridges Manager

Tommy Dunn
Chairman, District 5

John B. Wright Jr.
Council District 1

Greg Elgin
Council District 3

Cindy Wilson
Council District 7

ANDERSON COUNTY
SOUTH CAROLINA

Brett Sanders
V. Chairman, District 4

Glenn Davis
Council District 2

Jimmy Davis
Council District 6

Renee D. Watts
Clerk to Council

Rusty Burns | County Administrator
rburns@andersoncountysc.org



September 6, 2024

Jimmy Ray Sutherland, Fire Chief
Anderson County Fire Department
210 McGee Road
Anderson, South Carolina 29625

Dear Chief Sutherland:

We have received a request to abandon a portion of Stone Dr (C-1-177).

We would appreciate as to how, if any, this closure might impact emergency vehicle response to neighboring citizens. A response from you within 30 days regarding this matter would be greatly appreciated. If this closure has no effect, we will proceed with the abandonment process.

Thank you in advance for your assistance with this matter. You may contact me via email at jwfox@andersoncountysc.org if you desire.

Sincerely,

Jonathan Fox | ROADS AND BRIDGES DEPARTMENT
Roads and Bridges Manager

Tommy Dunn
Chairman, District 5

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Council District 1

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Council District 2

Jimmy Davis
Council District 6

Renee D. Watts
Clerk to Council

Rusty Burns | County Administrator
rburns@andersoncountysc.org

RESOLUTION NO. 2024-058

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN INDUCEMENT AGREEMENT BY AND BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND PROJECT RED FOX, WHEREBY, UNDER CERTAIN CONDITIONS, ANDERSON COUNTY WILL EXECUTE A FEE IN LIEU OF TAX AND SPECIAL SOURCE CREDIT AGREEMENT WITH RESPECT TO AN INDUSTRIAL PROJECT IN THE COUNTY WHEREBY THE PROJECT WOULD BE SUBJECT TO PAYMENT OF CERTAIN FEES IN LIEU OF TAXES, AND WHEREBY PROJECT/COMPANY WILL BE PROVIDED CERTAIN CREDITS AGAINST FEE PAYMENTS IN REIMBURSEMENT OF INVESTMENT IN RELATED QUALIFIED INFRASTRUCTURE; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, Anderson County, South Carolina (the “*County*”), acting by and through its County Council (the “*County Council*”), is authorized and empowered, under and pursuant to the provisions of Title 12, Chapter 44 (the “*FILOT Act*”), Title 4, Chapter 1 (the “*Multi-County Park Act*”), Code of Laws of South Carolina 1976, as amended (the “*Code*”), to enter into agreements with industry, to offer certain privileges, benefits and incentives as inducements for economic development within the County; to acquire, or cause to be acquired, properties as may be defined as “projects” in the Act and to enter agreements with the business or industry to facilitate the construction, operation, maintenance and improvement of such projects; to enter into or allow financing agreements with respect to such projects; and to accept any grants for such projects through which powers the industrial and business development of the State will be promoted, whereby the industry would pay fees-in-lieu-of taxes with respect to qualified industrial projects; to provide credits against payment in lieu of taxes for reimbursement in respect of investment in certain infrastructure serving the County or the project, including improved or unimproved real estate and personal property, including machinery and equipment, used in the commercial enterprise (collectively, “*Infrastructure*”); through all such powers, the industrial development of the State of South Carolina (the “*State*”) will be promoted and trade developed by inducing commercial enterprises to locate or remain in the State and thus utilize and employ the manpower, products and resources of the State and benefit the general public welfare the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

WHEREAS, Project Red Fox (the “*Company*”) has requested that the County assist in the acquisition, construction and installation of land, buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute one or more commercial facilities in the County (collectively, the “*Project*”), which will result in expected investment by the Company in the Project of at least \$5,000,000 in non-exempt investment, by December 31 of the fifth year after the first year which any portion of the Project is first placed in service; and

WHEREAS, the Company has requested that the County enter into a fee in lieu of tax agreement with the Company, thereby providing for certain fee in lieu of tax and special source credit incentives with respect to the Project, all as more fully set forth in the Inducement Agreement (as hereinbelow defined) attached hereto and made a part hereof; and

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

WHEREAS, pursuant to the authority of Section 4-1-170 of the Multi-County Park Act and Article VIII, Section 13 of the South Carolina Constitution (collectively, the “*Multi-County Park Authority*”), the

County intends to cause the site on which the Project will be located, to the extent not already therein located, in a multi-county industrial and business park (a "**Park**") established by the County pursuant to qualifying agreement with an adjoining South Carolina county (the "**Park Agreement**"); and

WHEREAS, the County has determined and found, on the basis of representations of the Company, that the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; that the Project will give rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either; that the purposes to be accomplished by the Project, *i.e.*, economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes; that the inducement of the location of the Project within the County and State is of paramount importance; and that the benefits of the Project will be greater than the costs; and the County has agreed to effect the delivery of an Inducement Agreement on the terms and conditions hereinafter set forth.

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

Section 1. (a) Pursuant to the authority given to County Council by the South Carolina Constitution, the Code, the FILOT Act and the Multi-County Park Act, and subject to the enactment of required legislative authorizations by the County Council, and for the purpose of providing development incentives for the Project through the payment by the Company of fees in lieu of taxes with respect to the Project pursuant to Section 12-44-40 of the Act, and for the purpose of providing for the provision special source credits against payments in lieu of taxes made by the Company pursuant to a Park Agreement in order to allow reimbursement to the company for a portion of its investment in qualified Infrastructure within the meaning and purposes of Section 4-29-68 of the Code, there is hereby authorized to be executed an Inducement Agreement between the County and the Company pertaining to the Project, the form of which is now before the County Council (the "**Inducement Agreement**") so as to establish, among other things, that the County and the Company will be parties to a fee in lieu tax (and special source credit) agreement (the "**Fee Agreement**").

(b) The County Council will use its best efforts to take all reasonable acts to ensure that the Project will continuously be included within the boundaries of the Park or another qualified multi-county industrial or business park in order that the tax benefits contemplated hereunder and afforded by the laws of the State for projects located within multi-county industrial or business parks will be available to the Company for at least the term of the Fee Agreement.

Section 2. The provisions, terms and conditions of the Fee Agreement shall be prescribed and authorized by subsequent ordinance(s) of the County Council, which, to the extent not prohibited by law, shall be consistent with the terms of this Resolution.

Section 3. All orders, resolutions and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This resolution shall take effect and be in full force from and after its passage by the County Council.

Section 4. The authorization of the execution and delivery of the documents related to the Inducement Agreement and Fee Agreement and all other related documents or obligations of the County is subject to the compliance by the County Council with the provisions of the Home Rule Act regarding the procedural requirements for adopting ordinances and resolutions.

Section 5. It is the intention of the County Council that this resolution shall constitute an inducement resolution with respect to the Project, within the meaning of the FILOT Act.

DONE in meeting duly assembled this ____ day of _____, 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

INDUCEMENT AGREEMENT

THIS INDUCEMENT AGREEMENT (this “*Agreement*”) made and entered into as of _____, 2024 by and between **ANDERSON COUNTY, SOUTH CAROLINA**, a body politic and corporate and a political subdivision of the State of South Carolina (the “*County*”), and **PROJECT RED FOX**, its cosponsors, affiliates or its assigns (the “*Company*”).

WITNESSETH:

ARTICLE I RECITATION OF FACTS

Section 1.1. As a means of setting forth the matters of mutual inducement which have resulted in the making and entering into of this Agreement, the following statements of fact are herewith recited:

(a) The County, by and through its County Council, is authorized and empowered by the provisions of Title 12, Chapter 44 (the “*FILOT Act*”), Title 4, Chapter 1 (the “*Multi-County Park Act*”), Code of Laws of South Carolina 1976, as amended (the “*Code*”), to allow for the payment of certain fees in lieu of *ad valorem* taxes with respect to industrial properties; to issue special source revenue bonds, or in the alternative, to provide special source credits against payment in lieu of taxes for reimbursement in respect of investment in certain infrastructure serving the County or the project, including improved or unimproved real estate and personal property, including machinery and equipment, used in the manufacturing or industrial enterprise (collectively, “*Infrastructure*”); through all such powers the industrial development of the State of South Carolina (the “*State*”) will be promoted and trade developed by inducing new industries to locate in the State and by encouraging industries now located in the State to expand their investments and thus utilize and employ manpower and other resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally.

(b) The Company requested that the County assist in the acquisition, construction and installation of land, buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute one or more commercial facilities in the County (collectively, the “*Project*”), which will result in an expected investment by the Company in the Project of at least \$5,000,000 (the “*Investment Target*”), all by December 31 of the fifth year after the first year in which any portion of the Project is first placed in service (the “*Investment Period*”).

(c) Pursuant to the authority of Section 4-1-170 of the Multi-County Park Act and Article VIII, Section 13 of the South Carolina Constitution, the County will use its best efforts to place the site of the Project in a multi-county industrial and business park (the “*Park*”) established by the County pursuant to qualifying agreement with Greenville County or other adjoining county in the State (the “*Park Agreement*”).

(d) The County has determined after due investigation that the Project would be aided by the availability of the assistance which the County might render through applicable provisions of the FILOT Act and the Multi-County Park Act as economic development incentives, and the inducements offered, will, to a great degree, result in the Project locating in the County. Pursuant to this determination, the Company and the County have agreed to negotiate for payments in lieu of *ad valorem* taxes as authorized by the FILOT Act, and the Company and the County have agreed as set forth in the Fee Agreement, pursuant to Section 4-1-175 of the Multi-County Park Act, that the Company would be afforded certain credits as described herein against its payments in lieu of taxes in respect of the Company’s investment in qualified Infrastructure within the meaning and purposes of Section 4-29-68 of the Code.

(e) The County has given due consideration to the economic development impact of the Project, and as a preliminary matter, based on representations by the Company, hereby finds and determines that (i) the Project is anticipated to benefit the general public welfare of the County by providing service, employment, recreation or other public benefits not otherwise provided locally, (ii) the Project will give rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either, (iii) the purposes to be accomplished by the Project, i.e., economic development, retention of jobs, and addition to the tax base of the County, are proper governmental and public purposes, (iv) the inducement of the location of the Project within the County and State is of paramount importance and (v) the benefits of the Project will be greater than the costs. The County, therefore, has agreed to effect the issuance and delivery of this Agreement, pursuant to the FILOT Act, the Multi-County Park Act and a Resolution of the County Council dated _____, 2024, and on the terms and conditions set forth.

ARTICLE II UNDERTAKINGS ON THE PART OF THE COUNTY

The County agrees as follows:

Section 2.1. The County, subject to the limits set forth herein, agrees to enter into a Fee in Lieu of Tax and Special Source Credit Agreement with the Company with respect to the Project (the “*Fee Agreement*”).

Section 2.2. The Fee Agreement will be executed at such time and upon such mutually acceptable terms as the Company shall request, subject to the provisions of Sections 2.7 and 4.2 herein.

Section 2.3. The terms and provisions of the Fee Agreement shall be substantially in the form generally utilized in connection with the FILOT Act, as to be agreed upon by the County and the Company. The Fee Agreement shall contain, in substance, the following provisions:

(a) The term of the Fee Agreement will be for a period of thirty (30) years, commencing with the first year of the capital investment made under the Fee Agreement.

(b) The Fee Agreement shall provide that, in the performance of the agreements contained therein on the part of the County, such agreement will not give rise to any pecuniary liability of the County and shall not create a charge against the general credit or taxing power of the County, the State or any incorporated municipality.

(c) The Fee Agreement shall contain a provision requiring the Company to make payments in lieu of taxes to the County for a period of thirty (30) years after each year of the capital investment made under the Fee Agreement during the Investment Period. The amounts of such payments shall be determined by using (i) an assessment ratio of 6%; (ii) a fixed millage rate of 327.06 mills (that is, the cumulative millage rate in effect at the site of the Project for all taxing entities as of June 30, 2024); and (iii) the fair market value of the Project property as determined by the South Carolina Department of Revenue in accordance with the FILOT Act. For purposes of computing the amount of such fee, in accordance with the terms of Section 12-44-50(2) of the FILOT Act, the property shall be allowed all applicable property tax exemptions except the exemption allowed under Section 3(g) of Article X of the Constitution of the State of South Carolina and the exemptions allowed pursuant to Sections 12-37-220(B)(32) and (34) of the Code.

(d) The Company may dispose of and replace property subject to fee in lieu of tax payments, as set forth in Section 12-44-60 of the FILOT Act; the fee with respect to such replacement property shall be calculated in accordance with the provisions of said Section 12-44-60.

Section 2.4. The County hereby permits the planning, design, acquisition, construction and carrying out of the Project to commence prior to the execution and delivery of the Fee Agreement. Contracts for construction and for purchase of machinery, equipment and personal property deemed necessary under the Fee Agreement or that are otherwise permitted under the FILOT Act may be let by the Company, in its sole discretion.

Section 2.5. Pursuant to Section 4-1-175 of the Multi-County Park Act, the County, subject to the limits set forth herein, including Sections 2.7 and 4.2 hereof and pursuant to the Fee Agreement, will provide a special source credit against payments in lieu of taxes by the Company pursuant to the Park Agreement or the Fee Agreement, as the case may be, to reimburse the Company in respect of its investment in Infrastructure pertaining to the Project. In these respects, the Company shall be entitled to claim an annual special source credit equal to eighty-five percent (85%) of each year's payments in lieu of taxes for years 1 through 5, and thirty-five percent (35%) for years 6 through 20 pursuant to the Park Agreement, to be calculated and applied after any amount due the non-host county(ies), with respect to the Project (that is, with respect to investment made by the Company under the Fee Agreement during the Investment Period) for ten (10) consecutive years.

Notwithstanding anything herein to the contrary, under no circumstances shall the Company be entitled to claim or receive any abatement of *ad valorem* taxes for any portion of investment in the Project for which a special source credit is taken.

In no event shall the aggregate amount of any special source credits claimed by the Company exceed the amount expended by it with respect to the Infrastructure at any point in time.

Section 2.6. Subject to the matters contained herein, the Fee Agreement will be executed at such time and upon such mutually acceptable terms as the parties shall agree.

Section 2.7. Notwithstanding anything in this Agreement to the contrary, the authorization by the County of the Fee Agreement is subject to compliance by the County with the provisions of the Home Rule Act regarding the enactment of ordinances and shall not constitute a general obligation or indebtedness of the County nor a pledge of the full faith and credit or the taxing power of the County. Further, the County will perform such other acts and adopt such other proceedings, consistent with this Agreement, as may be required to faithfully implement this Agreement and will assist, in good faith and with all reasonable diligence, with such usual and customary governmental functions as will assist the successful completion of the Project by the Company. The County has made no independent legal or factual investigation regarding the particulars of this Agreement or the transaction contemplated hereunder and, further, executes this Agreement in reliance upon the representations by the Company that the Agreement and related documents comply with all laws and regulations, particularly those pertinent to industrial development projects in the State.

ARTICLE III UNDERTAKINGS ON THE PART OF THE COMPANY

Section 3.1. Except with respect to the Fee Agreement, the County will have no obligation to assist the Company in finding any source of financing for all or any portion of the property constituting the

Project and the Company may endeavor to finance the Project to the extent required to finance the cost of the acquisition and installation of the Project.

Section 3.2. If the Project proceeds as contemplated:

(a) The Company agrees to enter into the Fee Agreement, under the terms of which it will obligate themselves to make the payments required by the FILOT Act including, but not limited to, payments in lieu of taxes at rates calculated in accordance with Section 2.3(d) hereof;

(b) With respect to the Project, the Company agrees to reimburse the County for all out-of-pocket costs, including reasonable attorney's fees of the County actually incurred, and other out-of-pocket expenditures to third parties to which the County might be reasonably put with regard to executing and entering into this Agreement and the Fee Agreement;

(c) The Company agrees to hold the County harmless from all pecuniary liability including, without limitation, environmental liability, and to reimburse the County for all expenses to which the County might be put in the fulfillment of its obligations under this Agreement and in the negotiation and implementation of its terms and provisions, including reasonable legal expenses and fees;

(d) The Company agrees to apply for, and use commercially reasonable efforts to obtain, all permits, licenses, authorizations and approvals required by all governmental authorities in connection with the construction and implementation of the Project;

(e) The Company agrees to indemnify, defend and hold the County and the individual members, officers, agents and employees thereof harmless against any claim or loss or damage to property or any injury or death of any person or persons occurring in connection with the planning, design, acquisition, construction, leasing, carrying out or operation of the Project, including without limitation any environmental liability. The defense obligation shall be supplied with legal counsel reasonably acceptable to the County. The Company also agrees to reimburse or otherwise pay, on behalf of the County, any and all expenses not hereinbefore mentioned incurred by the County in connection with the Project, including the review and execution of the Resolution and this Agreement; and

(f) The Company agrees to use commercially reasonable efforts to meet, or cause to be met, the Investment Target during the Investment Period.

ARTICLE IV GENERAL PROVISIONS

Section 4.1. All commitments of the County under Article II hereof are subject to all of the provisions of the FILOT Act and the Multi-County Park Act, including, without limitation, the condition that nothing contained in this Agreement shall constitute or give rise to a pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing powers of either.

THIS AGREEMENT AND THE SPECIAL SOURCE CREDITS PROVIDED FOR HEREUNDER ARE LIMITED OBLIGATIONS OF THE COUNTY PROVIDED BY THE COUNTY SOLELY FROM THE NET FEE PAYMENTS RECEIVED AND RETAINED BY THE COUNTY, AND DO NOT AND SHALL NEVER CONSTITUTE AN INDEBTEDNESS OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL PROVISION (OTHER THAN THE PROVISIONS OF ARTICLE X, SECTION 14(10) OF THE SOUTH CAROLINA CONSTITUTION) OR STATUTORY LIMITATION, AND DO NOT AND SHALL NEVER CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR A CHARGE AGAINST ITS GENERAL CREDIT OR

TAXING POWER. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY ARE NOT PLEDGED FOR THE SPECIAL SOURCE CREDITS.

Section 4.2. All commitments of the County and the Company hereunder are subject to the condition that the County and the Company agree on mutually acceptable terms and conditions of all documents, the execution and delivery of which are contemplated by the provisions hereof, and the adoption by the County Council of an ordinance authorizing the execution and delivery of such documents and approving the terms thereof. If the parties enter into the Fee Agreement and the Infrastructure Agreement, each party shall perform such further acts and adopt such further proceedings as may be required to faithfully implement its undertakings pursuant to such agreements.

Section 4.3. If for any reason this Agreement (as opposed to the Fee in Lieu of Tax and Special Source Credit Agreement, which are contemplated to be negotiated, signed and delivered subsequent to the execution and delivery of this Agreement) is not executed and delivered by the Company on or before December 31, 2024, the provisions of this Agreement may be cancelled by the County by delivery of written notice of cancellation signed by the County Administrator and delivered to the Company; thereafter neither party shall have any further rights against the other and no third parties shall have any rights against either party except that the Company shall pay the out-of-pocket expenses to third parties of officers, agents and employees of the County and counsel for the County incurred in connection with the authorization and approval of the Fee Agreement.

Section 4.4. The parties understand that the Company may choose not to proceed with the Project, in which event this Agreement shall be cancelled and, subject to parties' obligations described in Section 4.3 hereof, neither party shall have any further rights against the other, and no third party shall have any rights against either party.

Section 4.5. To the maximum extent allowable under the FILOT Act and the Multi-County Park Act, the Company may, with the prior consent of the County (which shall not be unreasonably withheld), assign (including, without limitation, absolute, collateral, and other assignments) all or part of its rights and/or obligations under this Agreement to one or more other entities, in connection with the Fee Agreement, without adversely affecting the benefits to the Company or its assignees pursuant hereto or pursuant to the FILOT Act or the Multi-County Park Act; provided, however, that the Company may make any such assignment to an affiliate of the Company without obtaining the consent of the County, to the extent permitted by law.

Section 4.6. This Agreement may not be modified or amended except by a writing signed by or on behalf of all parties by their duly authorized officers and approved by appropriate legal process. No amendment, modification, or termination of this Agreement, and no waiver of any provisions or consent required hereunder shall be valid unless consented to in writing by all parties.

Section 4.7. Nothing in this Agreement or any attachments hereto is intended to create, and no provision hereof should be so construed or interpreted as to create any third party beneficiary rights in any form whatsoever nor any form of partnership or other legal entity relationship between the County and the Company.

Section 4.8. This Agreement constitutes the entire agreement between the parties regarding the matters set forth herein. This Agreement shall be interpreted by the laws of the State.

IN WITNESS WHEREOF, the parties hereto, each after due authorization, have executed this Inducement Agreement on the respective dates indicated below, as of the date first above written.

ANDERSON COUNTY, SOUTH CAROLINA

Tommy Dunn, Chairman
Anderson County Council

Attest:

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

[SIGNATURE PAGE 1 OF INDUCEMENT AGREEMENT]

[PROJECT RED FOX]

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE 2 OF INDUCEMENT AGREEMENT]

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 a resolution which was adopted by the County Council at its meeting of _____, 2024, at which meeting a quorum of members of the County Council were present and voted, and an original of which resolution is filed in the permanent records of the County Council.

Clerk to Anderson County Council

Dated: _____, 2024

RESOLUTION 2024-059

A RESOLUTION IN SUPPORT OF THE ECONOMIC AND ENVIRONMENTAL IMPORTANCE OF SOUTH CAROLINA'S FORESTERS AND CALLING ATTENTION TO THE URGENT NEED FOR MORE WOOD PROCESSING AND SHIPPING OPTIONS; AND OTHER MATTERS RELATED THERETO.

Whereas South Carolina's forestry-associated wood and paper products industries—including manufacturers, timberland owners, foresters, wood dealers, and logging companies—create \$23 billion in economic value annually, only surpassed in magnitude by South Carolina's tourism industry; and

Whereas South Carolina's foresters plant 1.38 trees for every tree they remove from the ground; and

Whereas South Carolina's wood products producers are increasingly facing a crisis as more paper mills in the Carolinas continue to shutter their doors, even as demand worldwide for the products continues to rise; and

Whereas according to the South Carolina Forestry Commission, logging and related industries ranks number one in total jobs, number two in overall labor income, and number three in direct economic output, and depend upon bulk loading and shipping facilities that are becoming harder to find, the nearest being ports in Wilmington, N.C. and Savannah, G.A.;

Now, therefore, be it resolved this fifteenth day of October 2024, in a meeting duly assembled, that the Anderson County Council hereby expresses support for forestry-related industries and calls on all parties to work together to find solutions for this vital industry.

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

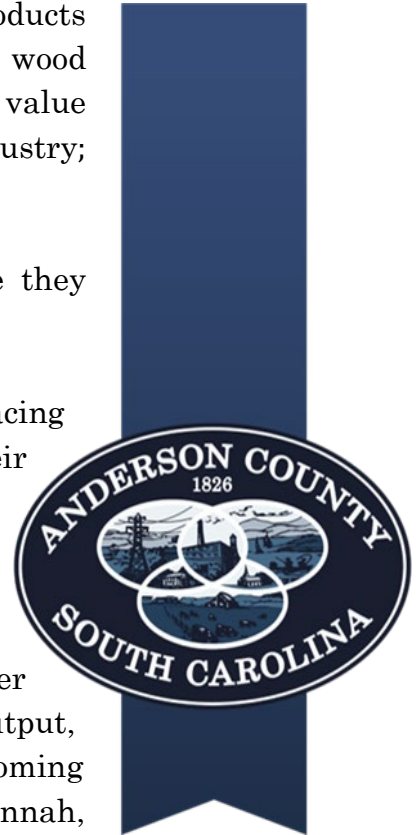
Jimmy Davis
District Six

M. Cindy Wilson
District Seven

ATTEST:

Rusty Burns
County Administrator

Renee Watts
Clerk to Council





Anderson County Transportation Sales Tax Information:

Transportation: The local transportation projects sales and use tax is authorized under Code Section 4-37-30 et seq. This tax is a general sales and use tax on all retail sales (with a few exceptions) taxable under the state sales and use tax. This tax is imposed specifically to defray the debt service on bonds issued for various transportation projects in the counties that impose this type of local tax and are collected by the Department of Revenue on behalf of these counties.

- Transportation Projects only(road repaving, bridge replacements, safety projects)
- Unprepared foods **are excluded** from tax.
- It is estimated to generate \$366 million over 7 years.
- It would have to be voted on again at the end of 7 years.
- Over 35% of revenue would come from visitors. (\$127 million)
- Audited every year by the Department of Revenue.
- Transparency through a website with project lists and updates.

Why Needed:

- Establish a funding source to improve failing transportation infrastructure.
- Improve safety and mobility throughout Anderson County.
- The county owns and maintains over 1550 centerline miles of roads.
- Anderson County owns 157 bridges.
- The current overall condition of the road network is 64.
- Anderson County is currently the only county in South Carolina without a road paving funding source.
- The current \$ 0.28 gas tax does not come to Anderson County.

Tommy Dunn
Chairman, District 5

John B. Wright Jr.
Council District 1

Greg Elgin
Council District 3

Cindy Wilson
Council District 7

Brett Sanders
V. Chairman, District 4

Glenn Davis
Council District 2

Jimmy Davis
Council District 6

Renee Watts
Clerk to Council

ANDERSON COUNTY
SOUTH CAROLINA

Rusty Burns | County Administrator
rburns@andersoncountysc.org

- The General Assembly ratcheted down the assessment ratio on vehicles from 10.5% to 6%. This means that the County collects less in property taxes as a result of this change. For example, in FY 24, the County's General Fund collected \$11,030,360 in vehicle taxes. If the assessment ratio hadn't been reduced, we would have collected \$19,303,131, **a loss of \$8,272,770 to the County.**
- The FY 25 General Fund budget is \$126 million. \$90.5 million, or **72% of this amount is for salaries & fringe benefits** (social security, Medicare, retirement, etc.). This only leaves 28% to provide for all operations and contractual.
- The departmental budgets under the **Sheriff represent \$49 million, or 39% of the total General Fund budget.** In addition, the Sheriff's budgeted positions represent 37% of total fulltime & part-time positions budgeted (472 out of 1,259 total budgeted positions).
- Of every dollar paid in property taxes, the **County gets to keep approximately 26 cents.** From this 26 cents the County has to provide for the Sheriff's Office, EMS, Court System, all Administration, Parks, Public Works, Library, debt service and capital projects. **With this 26 cents, Roads & Bridges is still responsible for:**

Road maintenance (potholes)

Cutting back vegetation/trees from side of roadway

Cutting grass

Cleaning ditches

Replacing drainage culverts

Installing driveway aprons

Engineering Services (subdivision review, encroachment reviews, construction and asphalt inspections)

Constructing new and maintaining existing bridges with our bridge crew

The remaining 74 cents goes to the schools, Tri-County Tech, and County Fire.

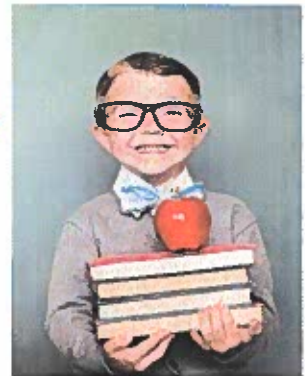
- On average, it would take approximately \$600,000 to resurface and \$1M to rehabilitate a mile of road. Anderson County roads collectively are rated at 64 out of a possible 100 rating. We would need approximately \$800,000,000 to bring all roads up to 100. County Council could not raise millage nor impose a road fee high enough to generate enough revenue to adequately repair our roads. That is why we are giving the voters an opportunity to decide if they want a transportation tax to be imposed to rehabilitate our roads.

HOW A TYPICAL ANDERSON COUNTY PROPERTY TAX DOLLAR IS SPENT

Let's start with one dollar of base property tax...



70 cents go to the local school system...



14 cents go towards public safety

Sheriff, EMS, Emergency Management, etc...



13 cents go towards general local government operations

Magistrates, Clerk of Court, Parks & Rec, VA, Animal Shelter, Permitting, Registration & Elections, etc...



And that leaves three cents for all Public Works/ Roads and Bridges Department operations



Anderson County Purchasing Department Bid Tabulation

BID #25-004 Scrap Metal Collection

	Vendor		BID FOR FIELDS 6 AND 7
1	CMC		\$184.00/TON
2	ADVANCED SERVICES		NR
3	HRP INNOVATIONS		NR
4	P M SCIENCE		NR
5	AFFORDABLE LANDSCAPE		NR
6	OX LOGISTICS		NR
7	T M MAINTENANCE		NR
8	PRECISION		NR
9	TOOLE DESIGN		NR
10	DONALD HERRING		NR
11	CHASTAN HANNA		NR
12	HARLYN TECH		NR
13	MCLARY		NR
14	WBH		NR

	Vendor		BID FOR FIELDS 6 AND 7
15	HARVLEY SCRAP		NR
16	CHANDLER		NR
17	CAROLINA METALS		NR
18	DAN COX JR.		NR
19			
20			
21			
22			
23			
24			
25			
26			
27			
28			
29			
AWARDED TO:			Cmc (Commercial Metal Company)



MEMORANDUM

Solid Waste Department

To: Robert Carroll, Purchasing Director
From: Greg Smith, Solid Waste Director
Date: October 07, 2024
CC: Holt Hopkins, Public Works Director
Rita Davis, Finance Director
Re: Collection of Scrap Metal from Anderson County Facilities

The Anderson County Purchasing Department placed a bid out for the collection of scrap metal from Anderson County Convenience Centers and other County facilities on September 6, 2024. The bid number is #25-004. Metal such as washing machines, dryers, refrigerators and other scrap metal are collected from our residents at our convenience centers. It is then hauled to a scrap metal facility that follows all EPA, DES and Anderson County guidelines. Bids were sent to several scrap metal vendors.

The Anderson County Solid Waste Department would like to respectfully request to Anderson County Council that we award our metal contract to Commercial Metal Company (CMC). CMC was the only company to bid on Anderson County's metal. CMC will be paying the 10th effective issue of the American Metal Market pricing rate of No. 1 Heavy Melt of the South Carolina Market each month. Anderson County will be receiving \$184.00 per gross ton at this time. We have worked with CMC in the past and have received great service from them. We would appreciate County Council's consideration in this matter.

Tommy Dunn
Chairman, District 5

John B. Wright Jr
Council District 1

Greg Elgin
Council District 3

Cindy Wilson
Council District 7

ANDERSON COUNTY
SOUTH CAROLINA

Brett Sanders
V. Chairman, District 4

Glenn Davis
Council District 2

Jimmy Davis
Council District 6

Renee D. Watts
Clerk to Council

Rusty Burns | County Administrator
rburns@andersoncountysc.org

EXHIBIT B

ANDERSON COUNTY BID FORM

Name of Party submitting the Bid: CMC

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 and General Conditions contained therein, hereby submit the following pricing set forth herein:

Bid: Scrap Metal Collection for Anderson County

Bid No.: 25-004

Bid Price for Service described in the Specifications (attached)

\$ 184 /Ton Paid to Anderson County

*****This will be a three-year contract with options to renew for two additional years at one-year intervals.**

*****Scrap Metal pricing will be based on American Metal Market (AMM) pricing of No. 1 Heavy Melt of the South Carolina Market.**

*****Pricing may be adjusted based on American Metal Market Trends.**



9/5/24

Anderson County Purchasing Department
101 South Main Street, Room 115
Anderson, SC 29624
Bid #25-002

CMC Recycling (CMC) is pleased to outline an offer to continue to collect scrap from Anderson County.

1. **Pricing**
Scrap Metal/White Good

The price would be based on the 10th effective issue of the American Metal Market, South Carolina, No. 1 Heavy Melt (HMS), less (-) \$141.00 per GT and this price is based upon Anderson County delivering scrap to our Anderson scrap yard location.

AMM – South Carolina – No. 1 HMS – 10th Issue

Less (-) purchase price differential of \$141.00 per gross ton.

Examples (Aug. 2024): \$325.00 - \$141.00 = \$184.00 / GT

UBC

Price would be based off of market based pricing. CMC currently provides a can trailer off of White St. Ext. that we will continue to provide service on.

2. **Settlement & Payment**

By the 10th of each month, final settlement and payment will be made for purchases received the previous month and based on CMC certified scale weights.

Remarks:

CMC will be responsible for capturing Freon from white goods, and maintain proper record keeping on Freon removal.

CMC will continue to accommodate Anderson County drivers with the ability to come in during non-working hours to stamp weights and unload their materials.

Thank you for the opportunity to present our plan for the scrap metals from Anderson County. We look forward to providing service for your plant.

With regards,

Brandon Watkins
Buyer

Exhibit C

Specifications

Scrap Metal Bids for Anderson County **Solid Waste Department**

For the County's interpretation of comparing submitted pricing, the Contractor shall include its' pricing per gross ton and shall always be based on the monthly American Metal Market (AMM) pricing of No. 1 Heavy Melt of the South Carolina Market with regards to the monthly change edition of the AMM. In the proposal, the Contractor must provide a detailed description of how the per ton pricing will be calculated each month and this calculation must remain consistent throughout the yearly term. The contractor must provide a percentage price and/ or a guaranteed price for monthly activities beginning with the No. 1 Heavy Melt 10th published.

Payment to the County shall be net 30 days along with a monthly statement itemizing each month's activities to the Solid Waste department.

The initial agreement period will begin upon the award of the contract and run November 1, 2024, through October 31, 2027.

Anderson County reserves the right to negotiate and contract with any individual firm deemed suitable to provide the services required.

The following request must be met and initialed (for each requirement) before a contractor is considered. The contractor must be able to deliver 100% of each request before a contractor will be considered. Additional needs can be required, if the County deems it necessary at anytime.

- Capturing Freon from white goods. All Freon will be recovered on-site, and documented destruction will be conducted via **closed loop disposal**. SCDES may be on-site to audit and assure proper and regulatory-compliant Freon removal and final disposition. Proper documentation and record-keeping retention for each type of Freon must be posted and delivered on a company letter head monthly.
- Must be able to recycle propane cylinders properly, ensuring safety to the environment and personnel.
- Removal of PCB capacitors and proper record keeping of the disposition.
- All metal must be able to be stored at the contractor's location and not stockpiled on county property.
- Contractor must have a drop location in Anderson County.
- Facility scales must be maintained and calibrated quarterly with documentation of calibration.
- The facility must be available for Saturday deliveries by county contracted hauling.
- Metal will be delivered to the contractor in 40- yard, roll-off containers provided by contracted hauling by the County.

- The Contractor must be a recognized recycler and certified in the SC with a fixed location of operations.
- The Contractor must be insured for spill coverage and liability coverage for environmental hazards.
- The Contractor must be in good standings and regulatory compliant with SCDES.
- The County reserves the right to conduct an environmental audit of the processing facility at any time to ensure that the disposal and facility is conducted in a proper manner.

Anderson County Purchasing Department Bid Tabulation

BID #25-006 LAND CLEARING & DEBRIS GRINDING

Vendor		
1	HEAD LEE	\$800.00/HR EMERGENCY
2		\$800.00/HR SCHEDULED
3	ATLANTIC ENVIRON.	\$950.00/HR EMERGENCY
4		\$750.00/HR SCHEDULED
5	WILLIMON	\$895.00/HR EMERGENCY
6		\$795.00/HR SCHEDULED
7	STRICKS FORESTRY	NR
8	TRIBAL TRADING	NR
9	FARMERS MULCH	NR
10	JC CONSTRUCTION	NR
11	RANDY COBB GRADING	NR
12	WILLIE KEIT & SONS	NR
13	CSNW LLC.	NR
14	SCIPPIO LANDSCAPING	NR



MEMORANDUM

Solid Waste Department

To: Robert Carroll, Purchasing Director
From: Greg Smith, Solid Waste Director
Date: October 10, 2024
CC: Holt Hopkins, Public Works Director
Rita Davis, Finance Director
Re: Land Clearing and Debris Grinding for Anderson County

The Anderson County Purchasing Department placed a bid out for Land Clearing and Debris Grinding for the Anderson County Solid Waste Department on September 17, 2024. The bid number is #25-006. The Solid Waste Department is looking for a company that can handle grinding our storm debris and normal operational land clearing debris at the Starr Landfill or other areas if needed. They must follow all EPA, DES and Anderson County guidelines. Bids were sent to several vendors.

The Anderson County Solid Waste Department would like to respectfully request to Anderson County Council that we award our Land Clearing Debris Grinding contract to Head Lee Landscape Materials. The bid is \$800 per hour which also includes grinder and track-hoe. There are no fuel surcharges. The price includes any location that Anderson County request in Anderson County with no increase in price. We would appreciate County Council's consideration in this matter.

Tommy Dunn
Chairman, District 5

John B. Wright Jr
Council District 1

Greg Elgin
Council District 3

Cindy Wilson
Council District 7

ANDERSON COUNTY
SOUTH CAROLINA

Brett Sanders
V. Chairman, District 4

Glenn Davis
Council District 2

Jimmy Davis
Council District 6

Renee D. Watts
Clerk to Council

Rusty Burns | County Administrator
rburns@andersoncountysc.org

SOLICITATION OFFER AND AWARD FORM

ANDERSON COUNTY PURCHASING, ANDERSON, SOUTH CAROLINA 29624		
REQUEST FOR SOLICITATIONS, OFFER AND AWARD		
*****Solicitation Information*****		
1. SOLICITATION: # 25-006		Brief Description:
2. ISSUE DATE: September 17, 2024		Land Clearing Debris Grinding
3. FOR INFORMATION CONTACT: all purchasing at anderson county s. c. gov		(SEE SPECIFICATIONS)
5. <u>SUBMIT BID TO:</u> Anderson County Purchasing Department 101 S. Main Street, Room 115 Anderson, S.C. 29624 Attn: Bid #25-006		
6. Submission Deadline: Date: Thursday, October 10, 2024		Time: 11:00 A.M.
7. Submit Sealed Bid		
8. Firm Offer Period: Bids submitted shall remain firm until September 30, 2027.		
*****Offer (To be completed by Bidder)*****		
9. BUSINESS CLASSIFICATION	(Check Appropriate Box)	☐ Woman Business Enterprise ☐ Minority Business Enterprise ☐ Disadvantaged Business Enterprise
10. Additional Information: In compliance with above, the undersigned agrees, if this proposal 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): Head-Lee Landscape Materials Inc		12. Name & Title of Person Authorized to sign the Bid. (Type or Print): Andrew Head Owner
		13. Bidder's Signature & Date a e e e e e e e 10-9-24
e-mail: HLLMInc20@gmail.com Telephone # 864-886-2296 Fax # Federal Identification #: 85-1138434		
*****AWARD (To be completed by Anderson County)*****		
14. Total amount of award:	15. Successful Bidder:	
16. Contracting Officer or Authorized Representative: Robert E. Carroll	17. Signature:	18. Award date:

EXHIBIT B

ANDERSON COUNTY BID FORM

Name of Party submitting the Bid: ~~Head-Lee~~ Head-Lee Landscape Materials Inc

To: 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 and General Conditions contained therein, hereby submit the following pricing set forth herein:

Bid: Land Clearing Debris Grinding

Bid #25-006

Qty.	U/M	Description
1	LOT	Land Clearing Debris Grinding : per attached specifications
		\$ <u>800.00</u> /Hour for Emergency Weather On-Call Grinding
		\$ <u>800.00</u> /Hour for Scheduled Grinding

*** Attach any other costs below.

This will be a three-year contract with options to renew for two additional years at one-year intervals.

LAND CLEARING DEBRIS GRINDING SPECIFICATIONS

4. Describe the mulch that your machine will be able to produce and what size grates you typically use.

Our machine produces single ground mulch. The grates are two 6 inch and two 4 inch. The single ground mulch is a residential grade that we have sold thousands of yards of at our four retail locations.

8. The contractor must provide a typical time frame from time of notification until they are able to arrive on site to grind at Anderson County LCD debris.

We are able to be onsite ready to grind within seven days of receiving a notification.

Proposer General Information-Evaluation Factors

Head-Lee Landscape Materials INC.

1. Proposers main business activities.

Our main business activities revolve around providing a wide range of products and services to support landscaping projects. These activities include sourcing and supplying various materials such as playground surfacing material, mulch, rock, soil and other hard scape elements. We also provide a full service installation crew with a combination of 35 years experience with oversight of every aspect of the project. We offer consultation and design assistance along with delivery services across South Carolina and neighboring states. Additionally, we operate a recycling facility that allows us to manufacture and distribute the highest quality (mulch) product. One of our primary goals is to cater to the needs of both commercial and residential clients, helping them create and maintain a safe and beautiful outdoor space.

2. Length of service in the area.

Length of service in the area, business was operating under Head-Lee Nursery 2015-2020, 2020 Head-Lee Landscape Materials INC. was formed, 2022 Head-Lee Landscape Material's acquired Upstate Materials INC.

3. Address the proposing entity's financial ability to provide the services required.

"CONFIDENTIAL" see attachment.

4. Name and address of insurance agency. Provide proof of insurance in line with the Terms and Conditions outlined herein.

Powell Insurance Group, Anderson SC 29621 see attachment.

5. State the method of determining all applicable charges.

Determining the method of all applicable charges for Greenville County School District involves considering all labor, materials and equipment, etc. will be calculated into the cubic yard price. By considering these factors, we can guarantee to meet our customers expectations.

6. State membership in any trade organizations or associations.

No membership or trade associations.

7. State in detail your method of accountability and documentation.

Head- Lee Landscape Materials (work order) will be completed accurately recording location or locations the supplies used and work performed, contact Mr. Vaughan of completion. Invoice will be sent to Mr. Vaughan via email within the stated timeframe of less than 30 days of work completion. An invoice will be provided on Head-Lee Landscape Materials letterhead including purchase order number, work order number, location, description of service provided, date of service, charges detailed, all invoices are date time and opened by, for accountability.

8. Describe customer support capabilities, staff qualifications and philosophy.

Anderson County Building & Codes
Monthly Activity Report
Sep-24

Total Number Permit Transactions:	913	
<i>New Single Family:</i>	<i>110</i>	
<i>New Multi-Family:</i>	<i>4</i>	
<i>Residential Additions/Upgrades:</i>	<i>17</i>	
<i>Garages/Barns/Storage:</i>	<i>19</i>	
<i>New Manufactured Homes:</i>	<i>10</i>	
<i>New Commercial:</i>	<i>3</i>	
<i>Commercial Upfits/Upgrades:</i>	<i>3</i>	
<i>Courtesy Permits/Fees Waived:</i>	<i>3</i>	<i>(See Attached)</i>

Inspection Activity:

<i>Citizens Inquiries:</i>	<i>26</i>	<i>(Includes Updating Sub-Standard Cases)</i>
<i>(New & Follow Up; Includes Sub-Standard Housing /Mobile Homes)</i>		
<i>Tall Grass Complaints (New and Follow Ups):</i>		
<i>Number of Scheduled Building Inspections Performed (# of Site Visits):</i>	<i>860</i>	
<i>Courtesy, Site and Miscellaneous Inspections:</i>	<i>9</i>	
<i>Manufactured Home Inspections:</i>	<i>62</i>	
Total Number of Inspections (Site Visits) for Department:	957	

Reviews/Misc. Activity:

<i>Plans Reviewed:</i>	<i>92</i>	<i>(Includes preliminary consultations, resubmittals and solar)</i>
<i>Mech/Elec/Plumb Reviews:</i>	<i>43</i>	<i>(Includes residential solar)</i>
<i>New Derelict Manufactured Home Cases:</i>	<i>0</i>	
<i>Hearings:</i>		
<i>Court Cases:</i>	<i>0</i>	

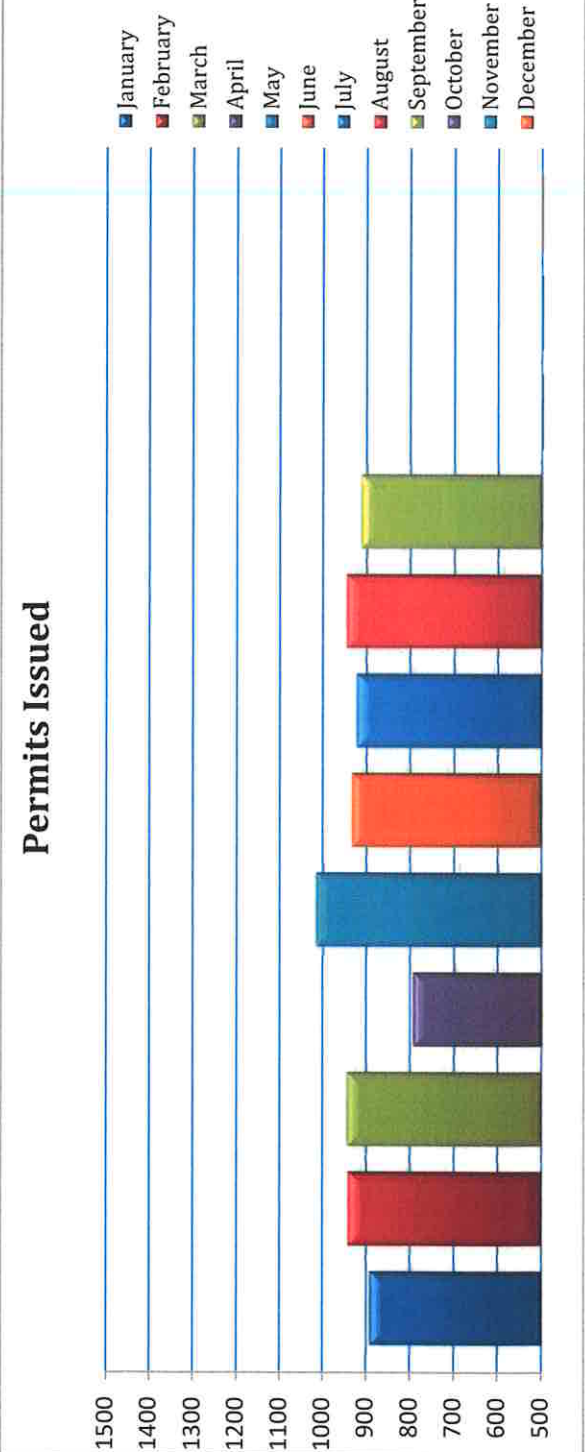
Revenue Collected:

<i>Reinspection Fees Collected:</i>	<i>\$850.00</i>
<i>Plan Review Revenue:</i>	<i>\$77,920.00</i>
Total Revenue For The Month:	\$301,619.20

Anderson County Building & Codes

Permits Issued for 2024

<u>Month</u>	<u>Building</u>	<u>Electrical</u>	<u>Plumbing</u>	<u>HVAC</u>	<u>MH</u>	<u>Wrecking</u>	<u>Moving</u>	<u>Misc.</u>	<u>Total</u>
January	221	248	140	146	91	10	8	28	892
February	254	258	145	146	84	12	8	35	942
March	256	271	145	154	81	2	8	27	944
April	215	221	104	122	75	7	19	31	794
May	259	280	160	156	95	22	9	34	1015
June	257	284	142	135	54	18	7	37	934
July	239	277	140	140	74	7	11	34	922
August	244	289	130	133	87	13	16	34	946
September	222	249	149	168	59	18	7	41	913
October									0
November									0
December									0
Total	2167	2377	1255	1300	700	109	93	301	8302



F.W. DODGE BUILDING STATISTICS

Toll-Free Phone: 877-489-4092

Fax: 800-892-7470

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

For the month of:

Sep-24

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

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

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

PLEASE RETURN THE WEEK OF:

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

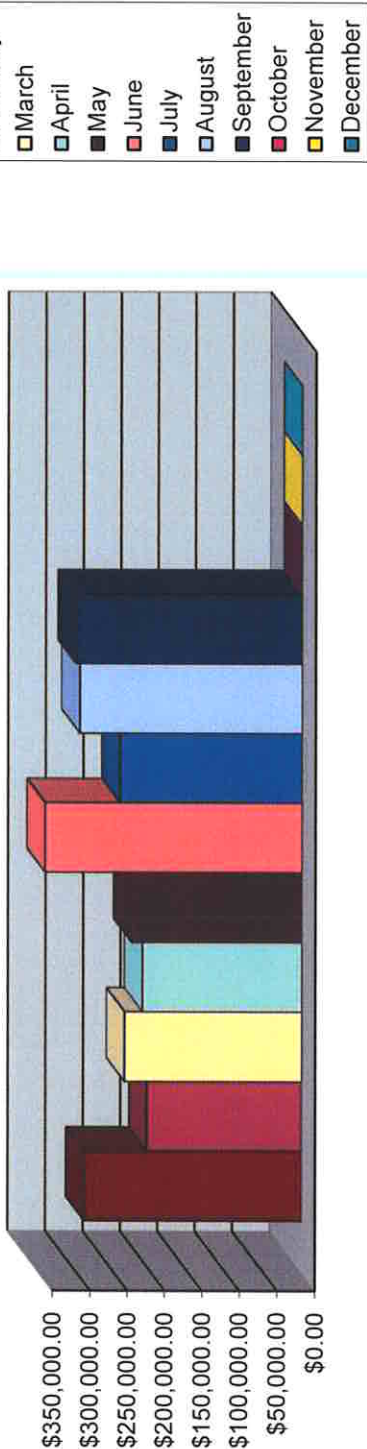
Section 1	NEW RESIDENTIAL	Item No.	PRIVATELY OWNED			PUBLICLY OWNED		
			Number of		Valuation of Construction <i>Omit cents</i>	Number of		Valuation of Construction <i>Omit cents</i>
			Buildings	Housing Units		Buildings	Housing Units	
		(a)	(b)	(c)	(d)	(e)	(f)	(g)
Single-Family houses, detached <i>Exclude mobile homes</i>		101	111	111	\$34,787,160			
Single-family houses, attached - Separated by ground to roof wall, - No units above or below, and - Separate heating systems & utility meters		102	4		\$930,320			
Two-family buildings		103						
Three-and four-family buildings		104						
Five-or-more family buildings		105						
TOTAL: Sum of 101-105		109	115	111	\$35,717,480	0	0	\$0.00
Section 2	NEW RESIDENTIAL NONHOUSEKEEPING BUILDINGS	Item No.	PRIVATELY OWNED			PUBLICLY OWNED		
			Number of		Valuation of Construction <i>Omit cents</i>	Number of		Valuation of Construction <i>Omit cents</i>
			Buildings	Housing Units		Buildings	Housing Units	
		(a)	(b)	(c)	(d)	(e)	(f)	(g)
Hotels, motels, and tourist cabins <i>(transient accommodations only)</i>		213						
Other non-housekeeping shelter		214						
Section 3	NEW NONRESIDENTIAL BUILDINGS	Item	PRIVATELY OWNED			PUBLICLY OWNED		
			Number of		Valuation of Construction <i>Omit cents</i>	Number of		Valuation of Construction <i>Omit cents</i>
			Buildings	Housing Units		Buildings	Housing Units	
			(b)	(c)	(d)	(e)	(f)	(g)
Amusement, social, and recreational		318						
Churches and other religious		319						
Industrial		320						
Parking garages (buildings & open decked)		321						
Service stations and repair garages		322						
Hospitals and institutional		323						
Offices, banks, and professional		324						
Public works and utilities		325						
Schools and other educational		326	1		\$2,800,000			
Stores and customer services		327	2		\$4,170,463			
Other nonresidential buildings		328	10		\$180,564			
Structures other than buildings		329	8		\$497,400			
Section 4	ADDITIONS, ALTERATIONS AND CONVERSIONS	Item No.	PRIVATELY OWNED			PUBLICLY OWNED		
			Number of		Valuation of Construction <i>Omit cents</i>	Number of		Valuation of Construction <i>Omit cents</i>
			Buildings	Housing Units		Buildings	Housing Units	
		(a)	(b)	(c)	(d)	(e)	(f)	(g)
Residential - <i>Classify additions of garages and carports in Item 438</i>		434	17		\$1,161,156			
Nonresidential and non-housekeeping		437	3		\$1,136,290			
Additions of residential garages and carports <i>(attached and detached)</i>		438	9		\$551,060			
Section 5	DEMOLITIONS AND RAZING OF BUILDINGS	Item No.	PRIVATELY OWNED			PUBLICLY OWNED		
			Number of		Valuation of Construction <i>Omit cents</i>	Number of		Valuation of Construction <i>Omit cents</i>
			Buildings	Housing Units		Buildings	Housing Units	
		(a)	(b)	(c)		(e)	(f)	
Single-family houses (attached and detached)		645	6					
Two-family buildings		646						
Three-and four-family buildings		647						
Five-or-more family buildings		648						
All other buildings, structures or mobile homes		649	11					

Anderson County Building & Codes

Permit Revenue for 2024

<u>Month</u>	<u>Building</u>	<u>Electrical</u>	<u>Plumbing</u>	<u>HVAC</u>	<u>MH</u>	<u>Wrecking</u>	<u>Moving</u>	<u>Misc.</u>	<u>Total</u>
January	\$192,973.00	\$25,272.00	\$22,739.00	\$16,167.00	\$5,891.00	\$600.00	\$600.00	\$26,000.50	\$290,242.50
February	\$116,368.60	\$31,453.00	\$12,527.00	\$21,322.00	\$6,897.00	\$900.00	\$600.00	\$16,361.70	\$206,429.30
March	\$154,942.20	\$27,947.50	\$14,090.00	\$17,926.00	\$8,050.00	\$150.00	\$600.00	\$12,678.50	\$236,384.20
April	\$125,576.60	\$20,843.00	\$10,152.00	\$21,298.00	\$5,307.00	\$500.00	\$1,425.00	\$27,418.25	\$212,519.85
May	\$125,163.80	\$28,983.00	\$16,049.00	\$20,935.50	\$7,130.00	\$900.00	\$675.00	\$27,436.60	\$227,272.90
June	\$137,794.00	\$30,402.00	\$15,899.00	\$16,058.00	\$4,698.00	\$1,350.00	\$525.00	\$135,766.40	\$342,492.40
July	\$162,065.20	\$29,152.00	\$14,448.00	\$18,738.00	\$6,915.00	\$525.00	\$825.00	\$10,404.10	\$243,072.30
August	\$205,685.00	\$34,188.50	\$14,842.00	\$18,369.00	\$7,187.00	\$975.00	\$1,050.00	\$14,123.65	\$296,420.15
September	\$150,180.20	\$29,062.00	\$17,422.00	\$20,624.00	\$3,911.00	\$1,125.00	\$525.00	\$78,770.00	\$301,619.20
October									\$0.00
November									\$0.00
December									\$0.00
Total	\$1,370,748.60	\$257,303.00	\$138,168.00	\$171,437.50	\$55,986.00	\$7,025.00	\$6,825.00	\$348,959.70	\$2,356,452.80

Permit Revenue



PERMIT #	ISSUE DATE	COST	OWNER NAME	MOD DESCRIPTION
=====				
MOD 702	COURTESY PERMIT/NO CHARGE			
202407190	9/03/2024		JONES BRANDON HALL	DEMO/DERELICT MH LIC #16075
202407226	9/04/2024	38,100.00	HABITAT FOR HUMANITY OF ANDERSON INC	HABITAT SFD
202407431	9/23/2024	1.00	KING FRANCES	COUNTY DEMO MH LICENSE 15263

TOTALS: 3 38,101.00

DISTRICT 1 - SPECIAL PROJECTS

560301 528600

FY Ended June 30, 2025

<u>Council</u> <u>Meeting of:</u>	<u>Check</u> <u>Dated:</u>	<u>Check</u> <u>Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
			Budget 2024 - 2025	40,000.00
			Balance Brought Forward	8,507.23
07/16/24	07/24/24	28718	Vets Helping Vets	(2,500.00)
07/16/24	07/24/24	28549	American Red Cross	(500.00)
07/16/24	07/24/24	28555	Anderson County Foster Parents Association	(500.00)
07/16/24	07/31/24	28786	Dude Chat Corporation	(1,000.00)
08/06/24	08/14/24	29270	Lake Hartwell Partners	(1,500.00)
08/06/24	08/14/24	29349	Upstate Fatherhood Coalition	(3,500.00)
08/06/24	08/14/24	29211	Disabled American Veterans	(1,716.00)
08/20/24	08/28/24	29780	United Way-Leadership Anderson Class 39	(2,000.00)
08/20/24	08/28/24	29785	Vets Helping Vets	(300.00)
08/20/24	08/28/24	29594	Anderson Area Touchdown Club	(1,500.00)
08/20/24	08/28/24	29596	Anderson Aviation Association	(1,500.00)
09/17/24	09/25/24	30335	Anderson County Chapter of the SC Genealogical Society	(500.00)
09/17/24	09/25/24	30336	Anderson County CVB-Jackie Seawall Golf Tournament	(2,500.00)
10/01/24	10/09/24	30723	Anderson Chapter National Federation of the Blind	(500.00)
10/01/24	10/09/24	30734	Anderson Pregnancy Care	(3,500.00)
10/01/24	10/09/24	30742	Belton American Legion Post 51	(500.00)
10/01/24	10/09/24	30783	Hearts in Harmony	(1,000.00)
			Ending Balance	23,491.23

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: October 10, 2024

DISTRICT 2 - SPECIAL PROJECTS

560302 528600

FY Ended June 30, 2025

<u>Council</u> <u>Meeting of:</u>	<u>Check</u> <u>Dated:</u>	<u>Check</u> <u>Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
			Budget 2024 - 2025	40,000.00
			Balance Brought Forward	18,402.69
07/16/24	07/24/24	28549	American Red Cross	(500.00)
07/16/24	07/24/24	28555	Anderson County Foster Parents Association	(500.00)
07/16/24	07/24/24	28718	Vets Helping Vets	(2,500.00)
07/16/24	07/31/24	28786	Dude Chat Corporation	(1,000.00)
08/06/24	08/14/24	29211	Disabled American Veterans	(1,000.00)
08/06/24	08/14/24	29270	Lake Hartwell Partners	(1,500.00)
08/06/24	08/14/24	29349	Upstate Fatherhood Coalition	(3,500.00)
08/20/24	08/28/24	29780	United Way-Leadership Anderson Class 39	(2,000.00)
08/20/24	08/28/24	29594	Anderson Area Touchdown Club	(1,000.00)
08/20/24	08/28/24	29596	Anderson Aviation Association	(1,000.00)
08/20/24	08/28/24	29622	Cancer Association of Anderson County	(1,500.00)
09/03/24	09/11/24	29913	Aurum DTT Enterprise	(1,500.00)
09/03/24	09/11/24	30076	Shock City Jeep	(360.00)
09/17/24	09/25/24	30335	Anderson County Chapter of the SC Genealogical Society	(500.00)
09/17/24	09/25/24	30336	Anderson County CVB-Jackie Seawall Golf Tournament	(500.00)
09/17/24	09/25/24	30426	Homeland Park Community Watch	(2,000.00)
10/01/24	10/09/24	30723	Anderson Chapter National Federation of the Blind	(1,000.00)
10/01/24	10/09/24	30729	Anderson County Youth Association	(2,000.00)
10/01/24	10/09/24	30734	Anderson Pregnancy Care	(1,000.00)
10/01/24	10/09/24	30742	Belton American Legion Post 51	(500.00)
10/01/24	10/09/24	30783	Hearts in Harmony	(500.00)

Ending Balance

32,542.69

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: October 10, 2024

DISTRICT 3 - SPECIAL PROJECTS

560303 528600

FY Ended June 30, 2025

Council Meeting of:	Check Dated:	Check Number	Vendor \ Description	Amount
			Budget 2024 - 2025	40,000.00
			Balance Brought Forward	9,768.89
09/03/24	07/18/24	8623	Iva Recreation Association	(250.00)
07/16/24	07/24/24	28549	American Red Cross	(250.00)
07/16/24	07/24/24	28555	Anderson County Foster Parents Association	(500.00)
07/16/24	07/24/24	28559	Anderson Interfaith Ministries	(750.00)
07/16/24	07/24/24	28718	Vets Helping Vets	(1,000.00)
07/16/24	07/31/24	28786	Dude Chat Corporation	(250.00)
08/06/24	08/14/24	29270	Lake Hartwell Partners	(1,000.00)
08/06/24	08/14/24	29349	Upstate Fatherhood Coalition	(1,000.00)
08/06/24	08/14/24	29211	Disabled American Veterans	(500.00)
08/20/24	08/28/24	29594	Anderson Area Touchdown	(500.00)
08/20/24	08/28/24	29596	Anderson Aviation Association	(500.00)
08/20/24	08/28/24	29610	Belton Area Museum Association	(1,000.00)
08/20/24	08/28/24	29780	United Way-Leadership Anderson Class 39	(1,000.00)
09/03/24	09/11/24	29913	Aurum DTT Enterprise	(500.00)
09/03/24	09/11/24	30076	Shock City Jeep	(360.00)
09/03/24	09/11/24	29919	Belton Center for the Arts	(500.00)
09/17/24	09/25/24	30335	Anderson County Chapter of the SC Genealogical Society	(500.00)
09/17/24	09/25/24	30336	Anderson County CVB-Jackie Seawall Golf Tournament	(500.00)
10/01/24	10/09/24	30723	Anderson Chapter National Federation of the Blind	(250.00)
10/01/24	10/09/24	30734	Anderson Pregnancy Care	(500.00)
10/01/24	10/09/24	30742	Belton American Legion Post 51	(1,000.00)
10/01/24	10/09/24	30783	Hearts in Harmony	(500.00)
			Ending Balance	36,658.89

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

Renee Watts, Clerk to Council

DATE:

Rita Davis

Rita Davis, CFO

DATE: October 10, 2024

DISTRICT 4 - SPECIAL PROJECTS

560304 528600

FY Ended June 30, 2025

Council Meeting of:	Check Dated:	Check Number	Vendor \ Description	Amount
			Budget 2024 - 2025	40,000.00
			Balance Brought Forward	26,061.99
07/16/24	07/24/24	28549	American Red Cross	(500.00)
07/16/24	07/24/24	28555	Anderson County Foster Parents Association	(500.00)
07/16/24	07/24/24	28559	Anderson Interfaith Ministries	(2,500.00)
07/16/24	07/31/24	28675	Pendleton Masonic Lodge	(2,000.00)
07/16/24	07/24/24	28718	Vets Helping Vets	(2,000.00)
07/16/24	07/31/24	28786	Dude Chat Corporation	(500.00)
08/06/24	0/14/24	29188	CESA - Tri-County	(3,500.00)
08/06/24	08/14/24	29211	Disabled American Veterans	(1,716.00)
08/06/24	08/14/24	29270	Lake Hartwell Partners	(3,000.00)
08/06/24	08/14/24	29349	Upstate Fatherhood Coalition	(500.00)
08/20/24	08/28/24	29780	United Way-Leadership Anderson Class 39	(1,500.00)
08/20/24	08/28/24	29785	Vets Helping Vets	(1,000.00)
08/20/24	08/28/24	29594	Anderson Area Touchdown Club	(500.00)
08/20/24	08/28/24	29596	Anderson Aviation Association	(500.00)
08/20/24	08/28/24	29622	Cancer Association of Anderson County	(1,500.00)
09/03/24	09/11/24	29913	Aurum DTT Enterprise	(500.00)
09/03/24	09/11/24	30076	Shock City Jeep	(360.00)
09/03/24	09/11/24	30063	Sandy Springs Fire Department	(10,000.00)
09/17/24	09/25/24	30335	Anderson County Chapter of the SC Genealogical Society	(500.00)
09/17/24	09/25/24	30336	Anderson County CVB-Jackie Seawall Golf Tournament	(500.00)
10/01/24	10/09/24	30723	Anderson Chapter National Federation of the Blind	(500.00)
10/01/24	10/09/24	30734	Anderson Pregnancy Care	(1,000.00)
10/01/24	10/09/24	30742	Belton American Legion Post 51	(500.00)
			Ending Balance	30,985.99

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: October 10, 2024

DISTRICT 5 - SPECIAL PROJECTS

560305 528600

FY Ended June 30, 2025

Council Meeting of:	Check Dated:	Check Number	Vendor \ Description	Amount
			Budget 2024 - 2025	40,000.00
			Balance Brought Forward	39,309.11
07/16/24	07/24/24	28549	American Red Cross	(250.00)
07/16/24	07/24/24	28555	Anderson County Foster Parents Association	(500.00)
07/16/24	07/24/24	28718	Vets Helping Vets	(2,500.00)
07/16/24	07/31/24	28786	Dude Chat Corporation	(250.00)
08/06/24	08/14/24	29211	Disabled American Veterans	(1,000.00)
08/06/24	08/14/24	29270	Lake Hartwell Partners	(3,000.00)
08/06/24	08/14/24	29349	Upstate Fatherhood Coalition	(1,000.00)
08/20/24	08/28/24	29780	United Way-Leadership Anderson Class 39	(1,000.00)
08/20/24	08/28/24	29785	Vets Helping Vets	(500.00)
08/20/24	08/28/24	29594	Anderson Area Touchdown Club	(1,000.00)
08/20/24	08/28/24	29596	Anderson Aviation Association	(500.00)
08/20/24	08/28/24	29622	Cancer Association of Anderson County	(1,000.00)
09/03/24	09/11/24	30076	Shock City Jeep	(360.00)
09/17/24	09/25/24	30335	Anderson County Chapter of the SC Genealogical Society	(500.00)
09/17/24	09/25/24	30336	Anderson County CVB-Jackie Seawall Golf Tournament	(750.00)
09/17/24	09/25/24	30426	Homeland Park Community Watch	(2,000.00)
10/01/24	10/09/24	30723	Anderson Chapter National Federation of the Blind	(500.00)
10/01/24	10/09/24	30734	Anderson Pregnancy Care	(500.00)

Ending Balance

62,199.11

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: October 10, 2024

DISTRICT 6 - SPECIAL PROJECTS
560306 528600
FY Ended June 30, 2025

<u>Council</u> <u>Meeting of:</u>	<u>Check</u> <u>Dated:</u>	<u>Check</u> <u>Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
			Budget 2024 - 2025	40,000.00
			Balance Brought Forward	20,744.45
07/16/24	07/24/24	28555	Anderson County Foster Parents Association	(500.00)
07/16/24	07/24/24	28595	Connect Powdersville	(7,500.00)
07/16/24	07/24/24	28718	Vets Helping Vets	(1,000.00)
07/16/24	07/31/24	28786	Dude Chat Corporation	(250.00)
08/06/24	0/14/24	29188	CESA - Tri-County	(3,500.00)
08/06/24	08/14/24	29211	Disabled American Veterans	(250.00)
08/20/24	08/28/24	29780	United Way-Leadership Anderson Class 39	(1,000.00)
08/20/24	08/28/24	29785	Vets Helping Vets	(700.00)
08/20/24	08/28/24	29594	Anderson Area Touchdown Club	(650.00)
09/03/24	09/11/24	29913	Aurum DTT Enterprise	(500.00)
09/17/24	09/25/24	30335	Anderson County Chapter of the SC Genealogical Society	(500.00)
10/01/24	10/09/24	30821	PLAY	(5,000.00)
10/01/24	10/09/24	30819	Piedmont Public Service District	(1,500.00)

Ending Balance 37,894.45

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: October 10, 2024

DISTRICT 7 - SPECIAL PROJECTS

560307 528600

FY Ended June 30, 2025

Council Meeting of:	Check Dated:	Check Number	Vendor \ Description	Amount
			Budget 2024 - 2025	40,000.00
			Balance Brought Forward	678.04
07/16/24	07/24/24	28555	Anderson County Foster Parents Association	(500.00)
07/16/24	07/24/24	28560	Anderson Jets Track Club	(500.00)
07/16/24	07/24/24	28707	Town of Honea Path	(5,000.00)
07/16/24	07/24/24	28708	Town of Pelzer	(5,000.00)
07/16/24	07/24/24	28710	Town of West Pelzer	(5,000.00)
07/16/24	07/24/24	28711	Town of Williamston	(5,000.00)
07/16/24	07/24/24	28718	Vets Helping Vets	(500.00)
07/16/24	07/24/24	28719	Watkins Community Center	(1,500.00)
08/06/24	08/14/24	29211	Disabled American Veterans	(250.00)
08/06/24	08/14/24	29366	Zone Services Inc.	(250.00)
08/20/24	08/28/24	29780	United Way-Leadership Anderson Class 39	(500.00)
08/20/24	08/28/24	29626	Caroline Community Center	(5,000.00)
09/03/24	09/11/24	29913	Aurum DTT Enterprise	(250.00)
09/03/24	09/11/24	30076	Shock City Jeep	(250.00)
09/17/24	09/25/24	30335	Anderson County Chapter of the SC Genealogical Society	(500.00)
09/17/24	09/25/24	30336	Anderson County CVB-Jackie Seawall Golf Tournament	(250.00)
10/01/24	10/09/24	30723	Anderson Chapter National Federation of the Blind	(300.00)
10/01/24	10/09/24	30734	Anderson Pregnancy Care	(500.00)
10/01/24	10/09/24	30742	Belton American Legion Post 51	(500.00)
10/01/24	10/09/24	30731	Honea Path Free Clinic	(2,000.00)

Ending Balance

7,128.04

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

Renee Watts, Clerk to Council

DATE:

Rita Davis

Rita Davis, CFO

DATE: October 10, 2024

All Project Report - September 30th 2024

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

Prepared by: Amy Merritt
Date: 10-1-24

Certified by: Neil Carney

NWC Date 10-3-24

Committed	\$2,213,998.59
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AVAILABLE	\$56,843.45
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Projects/Towns-Cities/Other					
Approved Date	Project	Scope	Appropriated Amount	Total Spent to Date	Completion Date
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	\$6,676.35	
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	\$2,668,131.67	

Road Name	District	Scope of Work	Estimate	Total Spent to Date	Completion Date
Hobson Road	1	CS/Pave	\$83,571	\$81,449.14	01/00/00
Oakridge Court	1	CS/Pave	\$18,908	\$19,346.79	01/00/00
Harbison Drive	7	FDP/Pave	\$46,633	\$0.00	01/00/00
Plantation Road	4	CIPR	\$51,000	\$52,205.60	01/00/00
Branch Road	4	CIPR	\$86,288	\$81,550.68	01/00/00
Valley Drive	4	CIPR	\$43,144	\$43,967.21	01/00/00
Meadow Road	4	CIPR	\$51,584	\$25,396.28	01/00/00
Governor's Boulevard	1	FDR/Pave	\$171,024	\$164,979.09	01/00/00
Hopewell Ridge	7	CIPR/Pave	\$152,636	\$137,189.01	01/00/00
Winding Creek Road	7	CIPR/Pave	\$73,901	\$69,591.91	01/00/00
Creekside Court	7	CIPR/Pave	\$14,425	\$20,651.79	01/00/00
Crossridge Lane	7	CIPR/Pave	\$17,224	\$23,667.65	01/00/00
Old Oak Trail	7	CIPR/Pave	\$21,092	\$29,644.68	01/00/00
Grove Road	2/3	Pave	\$142,944	\$142,805.44	01/00/00
Shirley Drive	2	Pave	\$175,467	\$138,488.64	01/00/00
Airline Road	3/5	FDP/ST/FS	\$243,293	\$237,157.95	01/00/00
Firelower 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 September 30th, 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	Scope	Appropriated Amount	Total Project Spent To-Date	Completion Date
	City of Anderson	-	\$0.00	\$0.00	
11/2/2016	Civic Center	Upgrade roads, landscaping	\$56,306.16	\$56,306.16	incomplete
1/16/2018	Oak Hill Drive Traffic Control	Radar sign & reflectors	\$3,903.03	\$3,903.03	incomplete
Totals:			\$60,209.19	\$60,209.19	

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

10/1/2024

Prepared By: Amy Merrill	Roads & Bridges
Date	

Amv Merritt
(October 1, 2024)
New &
10-3-24

District 2 Paving Report

Through September 30th, 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
	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 September 30th, 2024

Prepared By: Amy Merritt

Roads & Bridges

Amy Merrill

Date _____

October 1, 2024

Certified by: Neil Carney

Neil Carney

Date _____

10-3-24

Through September 30th, 2024

FY18-19 Budget includes Carryforward from FY17-18 Budget	\$42,690.00
Committed	\$20,690.00
AVAILABLE	\$13,387.30

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

[illegible]

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

October 1, 2024

200

10-3-24

Through September 30th, 2024

FY18-19 Budget includes Carryforward from FY17-18 Budget	\$12,455.00
Committed	\$12,455.00
AVAILABLE	\$11,401.43

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

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

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

We certify that the above information, to the best of our knowledge, is up-to-date and is accurate information as of September 30th, 2024

Prepared By: Amy Merritt

Roads & Bridges

10/1/2024

Amy Merrill

October 1, 2024

Certified By: Neil Carney

Neil Carney

Date _____

MLC
10-3-24

District 5 Paving Report

Through September 30th, 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			Completion Date
		Scope	Appropriated Amount	Total Project Spent To-Date	
Totals:			\$0.00	\$0.00	

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

We certify that the above information, to the best of our knowledge, is up-to-date and is accurate information as of September 30th, 2024

10/1/2024

Amy Merritt

Roads and Bridges

Prepared By:

Amy Merritt

Date

10/3-24

Neil Carney

Date

Certified By:

Neil Carney

Date

Through September 30th, 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
Totals:			\$0.00	\$0.00

[illegible]

We certify that the above information, to the best of our knowledge, is up-to-date and is accurate information as of September 30th, 2024

Prepared By: Amy Merritt
Roads and Bridges
Date:

Amy Merrill
October 1, 2024

Certified By: Neil Carney
Date

MWS
10-3-24

