



AGENDA

Special Presentation

Tuesday, December 3, 2024, at 6:00 p.m.

Anderson County Sports & Entertainment Center

3027 Martin Luther King, Jr. Boulevard

Anderson, South Carolina

Chairman Tommy Dunn, Presiding

1. CALL TO ORDER

2. RESOLUTIONS/PROCLAMATIONS:

a. 2024-065: A Resolution to honor, recognize, and congratulate the Powdersville High School Lady Patriots Volleyball Team upon winning the 2024 3A State Championship; and other matters related thereto.

Hon. Jimmy Davis

b. 2024-066: A Resolution honoring and celebrating the Anderson County Human Relations Council upon the occasion of its Thirtieth Anniversary; and other matters related thereto.

All Council

c. 2024-067: A Resolution celebrating Michelin US2 upon the occasion of its Fiftieth Anniversary of establishing operations in Anderson County; and other matters related thereto.

All Council

d. PROCLAMATION: A Proclamation designating December 2024 as Arbor Day Month in Anderson County.

Hon. Tommy Dunn

3. ADJOURNMENT

AMENDED AGENDA

ANDERSON COUNTY COUNCIL

REGULAR MEETING

Tuesday, December 3, 2024, at 6:30 p.m.

Anderson County Sports & Entertainment Center

3027 Martin Luther King, Jr. Boulevard

Anderson, South Carolina

Chairman Tommy Dunn, Presiding

1. CALL TO ORDER

2. INVOCATION AND PLEDGE OF ALLEGIANCE

Hon. Glenn Davis

3. APPROVAL OF MINUTES

minutes not received November 19, 2024

4. CITIZENS COMMENTS

Agenda Matters Only
THREE-MINUTE TIME LIMIT

Tommy Dunn
Chairman, District Five

John B. Wright, Jr.
District One

Greg Elgin
District Three

M. Cindy Wilson
District Seven



Brett Sanders
V. Chairman, District Four

Glenn Davis
District Two

Jimmy Davis
District Six

Renee Watts
Clerk to Council

Rusty Burns
County Administrator



5. ORDINANCE THIRD READING:

- a. **2024-046:** An Ordinance to enter into a service agreement for a backup power generator at the new detention center with Duke Energy One, Inc.; and other matters related thereto. **(PUBLIC HEARING THREE MINUTE TIME LIMIT)**
Mr. Rusty Burns (allotted 5 minutes)
- b. **2024-047:** An Ordinance to approve an intergovernmental agreement between Anderson County and the City of Belton for the provision of code enforcement services within the City of Belton; and other matters related thereto. **(PUBLIC HEARING THREE MINUTE TIME LIMIT)**
Mr. Jordan Thayer (allotted 5 minutes)
- c. **2024-049:** An Ordinance to amend Section 24-335 of the Code of Ordinances, Anderson County, South Carolina, to provide time frames wherein a landowner or a landowner's agent can submit an amended or revised preliminary plat to the Planning Commission for consideration; and other matters related thereto. **(PUBLIC HEARING THREE MINUTE TIME LIMIT)**
Mr. Tommy Dunn (allotted 5 minutes)
- d. **2024-050:** An Ordinance consenting to an amendment to those certain fee in lieu of tax agreements and infrastructure finance agreements, each by and between Anderson County, South Carolina and E&I Engineering USA Corporation; and other matters related thereto. **(PUBLIC HEARING THREE MINUTE TIME LIMIT)**
Mr. Burriss Nelson (allotted 5 minutes)
- e. **2024-051:** An Ordinance to amend an agreement for the development of a joint county industrial and business park (2010 Park) of Anderson and Greenville counties so as to enlarge the park; and other matters related thereto. [Project Power and Project CHQ] **(PUBLIC HEARING THREE MINUTE TIME LIMIT)**
Mr. Burriss Nelson (allotted 5 minutes)

6. ORDINANCE SECOND READING:

- a. **2024-052:** An Ordinance to amend an agreement for the development of a joint county industrial and business park (2010 Park) of Anderson and Greenville counties so as to enlarge the park to include certain property of [Project Strong 2024]; and other matters related thereto.
Mr. Burriss Nelson (allotted 5 minutes)
- b. **2024-055:** An Ordinance to amend Ordinance #99-004, the Anderson County Zoning Ordinance, as adopted July 20, 1999, by amending the Anderson County Official Map to rezone +/- 3.0 acres from Industrial District (I-1) to Rural Commercial District (C-1R) on a parcel of land identified in the High Point Precinct as shown in Deed Book 14787 at page 205. The parcel is further identified as TMS #266-00-11-009. [District 3]
Ms. Alesia Hunter (allotted 5 minutes)
- c. **2024-057:** An Ordinance to transfer an easement interest in real property to Piedmont Natural Gas Company, Inc; and other matters related thereto.
Mr. Jordan Thayer (allotted 5 minutes)

7. ORDINANCE FIRST READING:

- a. **2024-053:** 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 Vista] 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. 2024-054: An Ordinance to amend an agreement for the development of a joint county industrial and business park (2010 Park) of Anderson and Greenville counties so as to enlarge the park; and other matters related thereto. [Project Vista]

Mr. Burriss Nelson (allotted 5 minutes)

c. 2024-056: An Ordinance to amend Ordinance #2022-046, as adopted on October 4, 2022, for +/- 91.78 acres zoned I-2 (Industrial Park District) on a parcel of land, identified in the Centerville Station A Precinct shown in Deed Book 15537 page 311. The parcel further identified as TMS #95-00-03-006.

Ms. Alesia Hunter (allotted 5 minutes)

d. 2024-058: An Ordinance approving the issuance and sale of not exceeding \$35,000,000 aggregate principal amount of bonds by the Anderson County Detention Facilities Corporation to provide new funds for the County Jail Project; approving the issuance and sale of not exceeding \$55,000,000 aggregate principal amount of refunding bonds by the Anderson County Detention Facilities Corporation to refund outstanding bonds previously issued for the County Jail Project; delegating authority to the Chairman of County Council and County Administrator to effect such transaction and determine certain matters; and providing for other matters relating thereto.

Ms. Rita Davis (allotted 5 minutes)

8. RESOLUTIONS:

a. 2024-064: A Resolution authorizing the execution and delivery of an inducement agreement by and between Anderson County, South Carolina and Project Vista, 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 Vista will be provided certain credits against fee payments in reimbursement of investment in related qualified infrastructure; and providing for related matters.

Mr. Burriss Nelson (allotted 5 minutes)

9. BID APPROVALS/CHANGE ORDERS:

- a. Bid #25-009 Press Box Hurricane Springs
- b. Bid #25-013 Generators
- c. Bid #25-014 Trailer Mounted By-Pass Pumps

10. REQUEST BY COUNCIL:

- a. Anderson Lights of Hope-All Districts
- b. United Negro College Fund-All Districts
- c. Tackling the Streets-All Districts

11. ADMINISTRATOR'S REPORT

12. CITIZENS COMMENTS

Non-Agenda Matters
THREE-MINUTE TIME LIMIT

13. REMARKS FROM COUNCIL

14. ADJOURNMENT

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

RESOLUTION NO. 2024-064

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN INDUCEMENT AGREEMENT BY AND BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND PROJECT VISTA, 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 VISTA 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 manufacturing or industrial enterprise (collectively, “*Infrastructure*”); through all such powers, the industrial development of the State of South Carolina (the “*State*”) will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate or remain in the State and thus utilize and employ the manpower, products and resources of the State and benefit the general public welfare the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

WHEREAS, Project Vista (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 distribution/manufacturing facilities in the County (collectively, the “*Project*”), which will result in expected investment by the Company in the Project of at least \$6,200,000 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 of County Council,
Anderson County, South Carolina

ATTEST:

Rusty Burns, County Administrator,
Anderson County, South Carolina

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

APPROVED AS TO FORM:

Leon C. Harmon, County Attorney,
Anderson County, South Carolina

INDUCEMENT AGREEMENT

THIS INDUCEMENT AGREEMENT (this "*Agreement*") made and entered into as of _____, 202_ 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 VISTA], a _____ (the "*Company*").

WITNESSETH:

ARTICLE I RECITATION OF FACTS

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

(a) The County, by and through its County Council, is authorized and empowered by the provisions of Title 12, Chapter 44 (the "*FILOT Act*"), 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 distribution/manufacturing facilities in the County (collectively, the "*Project*"), which will result in an expected investment by the Company in the Project of at least \$6,200,000 (the "*Investment Target*") by December 31 of the fifth year after the first year in which any portion of the Project is first placed in service (the "*Investment Period*").

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

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

(e) The County has given due consideration to the economic development impact of the Project, and as a preliminary matter, based on representations by the Company, hereby finds and determines that (i) the Project is anticipated to benefit the general public welfare of the County by providing service, employment, recreation or other public benefits not otherwise provided locally, (ii) the Project will give rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either, (iii) the purposes to be accomplished by the Project, i.e., economic development, retention of jobs, and addition to the tax base of the County, are proper governmental and public purposes, (iv) the inducement of the location of the Project within the County and State is of paramount importance and (v) the benefits of the Project will be greater than the costs. The County, therefore, has agreed to effect the issuance and delivery of this Agreement, pursuant to the FILOT Act, the Multi-County Park Act and a Resolution of the County Council dated _____, 202_, 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 after the last year of the capital investment made under the Fee Agreement during the Investment Period, 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 85% of each year's payments in lieu of taxes pursuant to the Park Agreement, to be calculated and applied after any amount due the non-host county(ies), with respect to the Project (that is, with respect to investment made by the Company under the Fee Agreement during the Investment Period) for five (5) consecutive years and thereafter, an annual special source credit equal to 35% of each year's payments in lieu of taxes pursuant to the Park Agreement, to be calculated and applied after any amount due the non-host county(ies), with respect to the Project (that is, with respect to investment made by the Company under the Fee Agreement during the Investment Period) for fifteen (15) consecutive years (for a total of 20 consecutive years).

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

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

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

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

Section 2.8. Should the Company meet the Investment Target by the end of the Investment Period, the Investment Period shall be extended an additional five (5) years, but should the Company fail to meet the Investment Target by the end of the Investment Period, any special source credits otherwise payable under the Fee Agreement shall no longer be payable by the County.

**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 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, 2025, 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

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 OF INDUCEMENT AGREEMENT]

[PROJECT VISTA]

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 _____, 202_, 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: _____