1. CALL TO ORDER:

2. RESOLUTIONS
   a. **R2019-010**: A resolution to recognize and honor Tactical Medical Solution as EXIM's Exporter of the Year. All Council Members (allotted 5 minutes)
   
   b. **R2019-011**: A resolution to recognize and honor Avery Reece as the 2018-2019 Class "4A" State Wrestling Champion. Ms. M. Cindy Wilson (allotted 5 minutes)

3. ADJOURNMENT:

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1. CALL TO ORDER:

2. INVOCATION AND PLEDGE OF ALLEGIANCE: Mr. Jimmy Davis

3. APPROVAL OF MINUTES: March 5, 2019

4. CITIZENS COMMENTS: Agenda Matters only

5. OBSERVATIONS AND COMMENTS FOR DISTRICT 2: Ms. Gracie S. Floyd (allotted 15 minutes)

6. ORDINANCE THIRD READING: none

7. ORDINANCE SECOND READING:
   a. **2019-008**: An ordinance authorizing the execution and delivery Fee in Lieu of Tax Agreements by and between Anderson County, South Carolina and a company or companies known to the County at this time as Project Tarpon 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 Revenue Credits. (Project Tarpon) Mr. Burriss Nelson (allotted 5 minutes)
   
   b. **2019-009**: An ordinance authorizing the execution and delivery of a Fee in Lieu of Tax Agreement by and between Anderson County, South Carolina and a company or companies known to the County at this time as Project 20190114 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. (Project 20190114) Mr. Burriss Nelson (allotted 5 minutes)

8. ORDINANCE FIRST READING:
   a. **2019-012**: An ordinance authorizing the execution and delivery of a Fee in Lieu of Tax Agreement by and between Anderson County, South Carolina and a company or companies known to the County at this time as Project 20180801 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. (Project 20180801) Mr. Burriss Nelson (allotted 5 minutes)
9. RESOLUTIONS:
   a. **R2019-012**: A resolution authorizing the execution and delivery of an Inducement Agreement by and between Anderson County, South Carolina and Project 20180801, whereby, under certain conditions, Anderson County will execute a Fee in Lieu of Tax and Special Source Revenue 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 20180801 will be provided certain credits against fee payments in reimbursement of investment in related qualified infrastructure.

   Mr. Burriss Nelson (allotted 5 minutes)

   b. **R2019-013**: A resolution to approve the participation of Anderson County, South Carolina, in development of an Amicus Brief to the United States Supreme Court related to *Kinder Morgan Energy Partners, L.P. V. Upstate Forever*, Case No. 18-268.

   Mr. Rusty Burns (allotted 5 minutes)

10. REPORT FROM PLANNING AND PUBLIC WORKS COMMITTEE HELD MARCH 6, 2019:
    Chairman M. Cindy Wilson (allotted 15 minutes)
    3. Review of Zoning Standards in relation to commercial uses and storage uses
    4. Update on Affordable Housing Issues
       a. Leadership Anderson Tiny Home Update
    5. Zoning Advisory Group Update
    6. Overview of Capital Improvement Plan for Fiscal Years 2021-2024
    7. Discussion of constituent issues with Van Accessible Parking

11. REPORT FROM RECYCLING/SOLID WASTE COMMITTEE HELD MARCH 13, 2019:
    Chairman Brett Sanders (allotted 15 minutes)
    3. Discussion on short-term and long-term plans for Litter Control

12. REPORT FROM PLANNING AND PUBLIC WORKS COMMITTEE HELD MARCH 15 2019:
    Chairman M. Cindy Wilson (allotted 15 minutes)
    3. Recommendations regarding amendments to the Zoning Standards in relation to commercial uses and storage on residential properties
    4. Traffic Study Resolution R2019-014
    5. Recommendations regarding Zoning Advisory Groups
    6. Overview of Capital Improvement Plan for Fiscal Years 2021-2024

13. REPORT FROM SEWER ADHOC COMMITTEE HELD MARCH 15, 2019:
    Chairman Craig Wooten (allotted 15 minutes)
    3. Sewer in Northeastern Anderson County (MOU with REWA)
    4. Sewer Summer Adjustments

14. REPORT FROM FINANCE COMMITTEE HELD MARCH 15, 2019:
    Chairman Craig Wooten (allotted 15 minutes)
    4. Bids
       a. Bid # 19-030 Class 2 Aircraft Rescue & Fighting Vehicle
       b. Bid # 19-042 Historic McCants Gym Re-roof
    5. Capital
       a. Donation of truck to the Town of Honea Path
       b. Belton Building
       c. Mill Town Players Sign
    6. Financial Update
       a. Review of 2018 CAFR & SEFA
       b. Reward for Suggested Improvements to Operations
       c. Reward for Operating Under Budget
15. **REPORT FROM PUBLIC SAFETY COMMITTEE HELD MARCH 18, 2019:**

   Chairman Ray Graham (allotted 15 minutes)

   3. Intergovernmental Agreement with Town of Pelzer and Anderson County Sheriff’s Office
   4. Discussion Concerning Small Unmanned Aircraft Safety and Privacy Issues
      a. What is FAA responsible for?
      b. What can the County Do?

16. **ROAD ACCEPTANCE INTO COUNTY INVENTORY:**

    Upland Drive
    North Harvest Moon Way
    North Meadows Lane

17. **APPOINTMENTS:** None

18. **REQUESTS BY COUNCIL:**

    Leadership Anderson Class Tiny Home Fund Foothills Community Foundation- ALL
    Westside Community Center- ALL
    Belton Alliance- D3
    Riverside Middle and Pendleton High School Archery Teams- D4
    Piedmont Crime Watch- D6

   All Districts (14 minutes)

19. **Request for Endorsements:**

    a. Family Promise of Anderson
    b. United Housing Connections

   Mr. Rusty Burns (allotted 5 minutes)

20. **ADMINISTRATORS REPORT:**

    a. Building and Codes
    b. Special Projects
    c. Paving Report
    d. Sheriff’s Report

   (allotted 2 minutes)

21. **CITIZENS COMMENTS:**

22. **REMARKS FROM COUNCIL**

23. **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.
A RESOLUTION TO RECOGNIZE AND HONOR TACTICAL MEDICAL SOLUTIONS AS EXIM’S NEW EXPORTER OF THE YEAR; AND OTHER MATTERS THERETO.

Whereas, Tactical Medical Solutions was founded in 2003 by Ross Johnson, a Special Forces medic whose experiences in the military led to the improvement of existing lifesaving medical equipment and the development of new products. The first product to be created was a SOF tactical tourniquet. It is now one of only two tourniquets approved by the Department of Defense and is presently used by the American Red Cross as a product of choice; and,

WHEREAS, Tactical Medical Solutions specializes in medical and triage supplies for first responders, military and law enforcement agencies. Currently over 2000 products are available to be sold locally and in 70 countries around the world making Tactical Medical Solutions a global developer and manufacturer; and,

Whereas, Tactical Medical Solutions is a supporter of the “Stop the Bleed” initiative and national campaign bringing awareness and encouragement to bystanders and civilians to take action in emergency situations before medical professionals can arrive. Tactical Medical Solutions works diligently to support the campaign by ensuring the necessary gear is readily available for public access; and,

WHEREAS, the EXIM’s annual conference was held on April 19-20, 2018 at the Shoreham Hotel in Washington, D.C...During this event the Export-Import Bank of the United States named Tactical Medical Solutions Inc. as the New Exporter of the Year.

NOW THEREFORE, BE IT RESOLVED that, Anderson County Council commends and honors Tactical Medical Solutions for your contributions to our business community in Anderson County. We are appreciative of your dedication and personal commitment to the citizens of Anderson County.

RESOLVED in meeting duly assembled this 19th day of March, 2019:

FOR ANDERSON COUNTY:

Tommy Dunn, Chairman
County Council

Craig Wooten
District One

Gracie S. Floyd
District Two

Ray Graham
District Three

Brett Sanders
District Four

ATTEST:

M. Cindy Wilson
District Seven

Rusty Burns
County Administrator

Lacey Croegaert
Clerk to Council
RESOLUTION # R2019-011

A RESOLUTION TO RECOGNIZE AND HONOR AVERY REECE AS THE 2018-2019 CLASS “4A” STATE WRESTLING CHAMPION; AND OTHER MATTERS RELATED THERETO

Whereas, Avery Reece, a senior at Belton Honea Path High School did compete in the State Wrestling Championships held at the Anderson Civic Center on Saturday, February, 23, 2019; and,

Whereas, Avery Reece competed in the 285 pound weight class, ending this wrestling season with a 28-1 record and 20 pins; and,

Whereas, Avery Reece defeated his opponent Jake James from Hartville earning the distinction of 2018-2019 South Carolina State Wrestling Champion; and,

Whereas, on Saturday, March 2, 2019 Avery Reece did compete at the 2019 North/South All-Star Wrestling Classic at Myrtle Beach, South Carolina. During the competition Avery helped the 4A/3A North All-Stars team win the 2019 Wrestling Classic; and,

Whereas, Avery Reece is a dual sport athlete who also plays football for the Belton Honea Path High School Bears as a tight end. Avery received offers from Alabama State, Coastal Carolina, Clemson, and Georgia State to play as an offensive lineman. On December 3, 2018, Avery made a commitment to attend Georgia State University after graduation; and,

Now Therefore, the Anderson County Council wishes to commend our youth who demonstrate high qualities of dedication, vision and personal commitment. We wish you great success as you represent, yourself, your family and Anderson County in your future endeavors at Georgia State University.

RESOLVED in meeting duly assembled this 19th day of March, 2019.

FOR ANDERSON COUNTY:

Tommy Dunn, Chairman
County Council
ATTEST:

Ray Graham
District Three

M. Cindy Wilson
District Seven

Rusty Burns
County Administrator

Lacey Croegaert
Clerk to Council
State of South Carolina
County of Anderson

ANDERSON COUNTY COUNCIL
COUNTY COUNCIL MEETING
MARCH 5, 2019

IN ATTENDANCE:
TOMMY DUNN, CHAIRMAN
GRACIE FLOYD
RAY GRAHAM
CRAIG WOOTEN
BRETT SANDERS
JIMMY DAVIS
CINDY WILSON

ALSO PRESENT:
RUSTY BURNS
LEON HARMON
LACEY CROEGAERT
TOMMY DUNN: At this time I'd like to call the March 5th regular Anderson County Council meeting to order. I'd like to welcome each and every one of you here, for being here tonight. At this time I'd like to ask Councilman Brett Sanders if he'd lead us in the invocation and pledge of allegiance. If we'd all rise, please.

(INVOCATION AND PLEDGE OF ALLEGIANCE BY BRETT SANDERS)

TOMMY DUNN: At this time are there any changes or corrections to be made to the February 19th council meeting? Do we have a motion to move them forward, accept as they are?

CINDY WILSON: Mr. Chairman, may I make the motion that we accept the minutes as submitted?

RAY GRAHAM: Second that.

TOMMY DUNN: Ms. Wilson makes the motion, Mr. Graham seconds it. All in favor of the motion show of hands. Opposed like sign. Show the motion carries unanimously.

Moving on at this time, we'll go to citizens comments. As Mr. Harmon calls your name, please step to the podium and state your name and district for the record. You have three minutes. Address the chair. And this will be on -- first go-around is on items that's on the agenda. Mr. Harmon.

LEON HARMON: Mr. Chairman, first speaker signed up is Frank Pressly.

FRANK PRESSLY: Frank Pressly, District 4. Mr. Chairman, I'm speaking to Item number 6. Back in September of last year, the county council then voted to basically reduce the power of decision regarding these solid waste questions from the entire council down to the chairman himself. I'll be interested in seeing how that's handled. I think reducing the power of the council down to one is a slippery slope. But tonight we'll see how that turned out. Thank you.

TOMMY DUNN: Mr. Harmon.

LEON HARMON: Next speaker is Elizabeth Fant.

ELIZABETH FANT: Elizabeth Fant, District 3. I, too, am interested in Item number 6. It sounds like that our solid waste has done some good things. However, the solid waste that's everywhere along the streets and in the gullies, I think Ms. Gracie Floyd is speaking on that tonight, too, it's just unfathomable to me how there can be so much trash and not anybody held accountable for it.

I visited a business this week to pay a bill. I'll just tell you what it was, Broadway Water. And I went in there to pay my bill and I mentioned very
nicely, I said, I wish we could get somebody to pick up the trash out here. And of course, the employee, she took that and I said this is only about the third time that I have mentioned it, though. I said, you know, it does not take ten minutes for some employee to daily walk the little bit of green space that’s out there and pick it up. And I actually wrote a note and left it.

But it’s getting to be where I’m not happy anymore and not feeling nice about leaving these kind of messages because it seems like everybody else thinks it’s somebody else’s problem. But employees could motivate their employees to have an extra ten-minute break to go outside and pick up the trash. I know there’s a restaurant in Greenville, S & S Cafeteria, that’s been there probably sixty years. And you go in their restroom and hourly some employee goes in there and checks to make sure there’s not trash on the floor, whatever, you know, cleanliness. That’s why that restaurant has been in business for sixty years. Because they care enough for somebody to clean up.

It’s not one person’s responsibility; it’s all of ours. I pick up six miles of road every week. I clean up my own trash. I recycle everything I can recycle except kitty litter. We’ve got to do a better job. I have ideas, real motivating ideas, if I can get the right people to listen.

LEON HARMON: No one else is signed up,

Mr. Chairman.

TOMMY DUNN: Thank you, Mr. Harmon.

Moving on to the next Item number 5, Presentation from Crescent Elite Shooters, Clay Dogs and Belton Bird Busters, Anderson School District 4. Mr. Brock.

LESTER BROCK: Mr. Chairman, ladies and gentlemen of the council, I think a couple of you know I’ve been doing this for quite a few years. And I just wanted to try to get it in front of the council how important the shooting sport is.

And at this time I’d like to recognize Melida Reeves. She is the principal of LaFrance Middle School, and she is also the head coach of the Anderson District 4 Clay Dogs.

MELIDA REEVES: Hi. As he said, I’m Melida Reeves. I’m the principal of LaFrance Elementary School. I apologize for my attire. It’s Read Across America Week. We’re celebrating Dr. Seuss, and so it was wear the best team colors today. And of course, I’m sporting my Clemson orange.

I am the head coach of the Anderson School
District 4 Clay Dogs. We currently have twenty-three members so we have seven complete squads and then one squad that’s a man short at the moment.

This team-based youth development program uses the shotgun sports of trap, skeet and sporting clays to instill life skills such as discipline, safety, team work, ethics, self-confidence and other life values. The program utilizes these disciplines to teach hunting skills through the safe use of hunting equipment, including firearms, and the relationship to hunting situations.

But more importantly to me, as a principal, that students that participate in the shooting sports benefit tremendously in many other ways. It increases strength, stamina, hand-eye coordination and fine motor skills, are just a few of the physical disciplines acquire in the shooting sports that apply, not only to this sport but to all of life. Concentration levels are sharpened and expanded. Multiple problem-solving activities including logic, mathematics. My team always hears me -- they always hear me say, think about the geometry, think about the angles. And creative thinking are needed to employ to succeed at any level of the shooting sports. Personal responsibility is taught throughout the shooting sports to advance both safety and skill development. It’s a co-ed sport that can be easily enjoyed by students of all skill and physical ability level. So it’s very, very inclusive.

One huge added bonus for our students in Anderson County, both in District 3 and in District 4, is the large number of scholarships that are offered. I currently have a student that is racking in the South Carolina DNR money. She has four scholarships thus far. Hoping to earn several more before the end of the season is over. And so they have -- like last weekend at the sporting clays championship, they offered forty thousand dollars in scholarships to students. And the really nice think about DNR is they have earned scholarships and they have scholarships that they draw for. So even if you aren’t the best at the sport, you still have multiple opportunities to earn scholarships.

So our students in both districts are greatly benefitting from this. It’s growing leaps and bounds. I have more students than I can physically handle on our team. I’m sure you’re having the same problems. I’ll let you finish out.

LESTER BROCK: At this time I’d like to recognize David Nixon. He is the Assistant
Superintendent in the Starr-Iva School District.

DAVID NIXON: Thank you for allowing me to address the council on such a wonderful topic. But in Anderson we are very, very proud to sponsor a shooting sports program. You know, we started researching opportunities for extracurricular activities. There's a direct correlation between student success, their fulfilment with school, their retention in school and their success in life, if they're involved in extracurricular activities.

It was real exciting to us -- Melida already talked to some of the scholarship opportunities and the team building opportunities and the soft skills that students can be exposed to through this program. But then in addition to that whenever you couple it with the fact that this is a sport that somebody can get involved in as early as middle school and they can continue to do for the rest of their lives. We oftentimes can't say that with a lot of sports that we offer in high school. It's very seldom that you see a forty-four year old person playing football, but it's something that I enjoy doing quite regularly is going sporting clays. And I know Mr. Brock, and there's a push within the community to try to get a facility that could expand the sport of sporting clays within this county. So I appreciate your consideration of such a venture because we're creating citizens that are going to have these skills in all of our school districts in the surrounding area and for them to bring their families back, it would certainly be a draw for Anderson County for those families to have this kind of facility to participate in, in an ever-expanding sport. Thank you.

LESTER BROCK: I passed out up on the podium there the list of colleges -- and this list was published in 2011 and it gives all the universities at that time that were participating in the school sport. But there's been a lot of them that have come onboard since then. And just in like in the state of South Carolina, DNR has gotten involved and we've got seventy-plus schools, private, Christian and public that is into the shooting sport in the state of South Carolina. And the schools, they have anywhere from seventeen to twenty competitions that these kids go participate in. They're all over the state of South Carolina. They're in Rock Hill, Georgetown, Orangeburg, Swansea, Camden, Clinton, Edgefield. I mean, it's all over the state.

And right now Crescent Elite Shooters, we have to go over to Elberton, Georgia to practice because
Clemson’s practice field up there, they’ve got two
skeet fields, two trap fields, they are booked solid
with the students during the week. And then they’ve
got other clubs from Walhalla and Clemson and places
like that, that come in up there on the weekend. And
Belton Bird Busters, you know, they’ve got their club
and they’re full. So Crescent, we have to go all the
way to Elberton, Georgia to practice. And we would
certainly love to have a place that we could practice
right here in the county. And there’s all kinds of
money out there to -- for one of these facilities if
we could find the right piece of property.

The NRA headquarters focuses on this shooting
sport nationwide. They come in, they’ll assign the
ranges, they’ll develop anything -- and furnish a lot
of money for it. And plus the friends of the NRA, we
do a fundraiser every year for that and that money is
focused on the young people as far as furnishing them
shotgun shells and stuff like that.

But we have -- at Crescent we have twenty shooters
that are active. We have fifteen that actually
compete. Some of them got started a little bit late.
When we signed them up, ninety-three kids signed up to
participate in the shooting sport. But because of
other conflicts in sports and some of the cost of it,
they -- we’re down to about twenty. But the shotgun
sport is growing and going wild. So I would certainly
appreciate it if county council would start
considering the possibility of, you know, a public
shooting range here in the county somewhere.

Thank y’all.

TOMMY DUNN: Thank you, Mr. Brock.
LESTER BROCK: By the way, those three
trophy there, that’s Crescent this past weekend at
DNR in Edgefield. The middle school won second place,
high school won first and second place.
TOMMY DUNN: Congratulations. Ms.
Wilson?
CINDY WILSON: May I make a quick comment?
Mr. Brock, I forgot to mention that when they conduct
the tetrathlon at the Garrison Arena, the regional
rally, it involves shooting, too. And I think they
use the DNR field behind Garrison. But if the Upstate
Equine Council can do anything to help y’all with
that, I know our group would be glad to. And of
course, the offer stands to shoot into the bank behind
mama’s house.
LESTER BROCK: There’s a lot of lead in my
back twenty-seven acres where I’ve carried individual
kids out there and started teaching them there at my
TOMMY DUNN: Anybody got anything? Go ahead, Mr. Graham.

RAY GRAHAM: Mr. Brock, I just wanted to mention, I definitely want to thank you guys for coming in tonight, especially the instructors, for all the effort y'all put into it. You know, it truly is a -- I think it’s a game-changer for a lot of these youth to be involved in different activities in school. As Dr. Nixon just stated, I think it’s very important that they get involved, whether it’s football, baseball, soccer, you know, whatever sport is out there. This here is a sport that has continued growing, especially in Anderson County, along with fishing teams. I mean, they have tremendously grewed over the past few years. And it’s bringing opportunities to these young folks that can get scholarships. But it also gives them something that, you know, they realize they’ve got to get up and go to school to be involved in this. And if that’s what it takes to get them kids in school every day, to put more effort in their studies and to get out at the end of their school time and make something of themselves and to have a good career, I mean we definitely want to offer them opportunities like this. It’s definitely been a pleasure watching the efforts grow just in my district and also across the county. And again, just want to thank you guys for all that you do.

LESTER BROCK: We require these kids to maintain a C average to be on the shooting team. I mean it’s not just about getting out there shooting a shotgun. You know, just like Melida said, you know, we teach them life skills, too.

TOMMY DUNN: Appreciate y’all, what all y’all do.

LESTER BROCK: Thank y’all.

TOMMY DUNN: Moving on now to Item number 6, recognition of solid waste achievements. It’s with great pride the council gets to recognize and give Mr. Smith and his department and Sargent Hayes who’s here tonight, the Upper Regional Group of Leadership Award presented to Anderson County Environmental Enforcement for your outstanding leadership to the cause of litter awareness, enforcement and pick-up programs in the state of South Carolina, February 21st, 2019. I just want to say we all talk about it. We know litter is bad in the county, but it’s not y’all’s -- y’all work diligently. Y’all’s whole staff, team, really
appreciate what y’all do out here. I know y’all get
inundated with a lot of calls from one end of the
county to the other. Small staff. But we really
appreciate what y’all do. Any time I’ve had a concern
in my district y’all have always been Johnny-on-the-
spot. Appreciate what all y’all do.

If y’all would at this time step up here and
receive this. Fellow council members, if y’all would
step down here.

(PRESENTATION OF AWARD)

TOMMY DUNN: This would be a good
opportunity and time, I’d like to welcome and glad to
see and congratulate Major Vaughan here tonight, new
thing. We appreciate him being here and what all he
does for the county. And congratulations on your new
promotion.

Moving on now to Item number 6, recognition -- I’m
sorry. Item number 7, trash in Anderson County, Ms.
Floyd. Ms. Floyd?

GRACIE FLOYD: Well, a lot has been said
already about trash in Anderson County. A lot has
been said tonight about it. But I’m not concerned
about just tonight. I’m concerned about the long-haul
of this. I know you have seen the streets. Haven’t
you? You have not. Okay. For those of you who have
seen it, it’s terrible. This is the worst I have ever
seen it. Thank you, young lady. She said that she
saw it -- she’s seen it. But this is the worst that I
have ever seen it in forty-eight years. I don’t know
why it’s so bad this time. I have picked up trash in
my neighborhood and over on Broadway Lake and in
Homeland Park when I was able to. But I’m no longer
able to get down and pick up trash anymore. But my
concern and my passion to clean it up is still there.

I’m not speaking on behalf of the county. I’m
speaking on behalf of Gracie Floyd and District 2. I
see some people out there that I know other than Greg
and the young man with him -- I can’t think of his
name -- but I see some people out there that I can lay
my eyes on who will pick up trash. But I don’t see
many. I don’t see many. The thing about it that gets
me is it makes the community look really bad. When
people come by your house and you can have the
prettiest house on the block, but if you’ve got a lot
of trash out there in front of your house or on the
side of your house that you refuse to pick up, then
they say that lady’s got a pretty house, but she’s
trashy. You have to pick it up whether you put it
down or not. I’ve heard people say, I didn’t put it
there. Well, we know that. And if we could find the
people who put it there, we wouldn’t ask you to do it. But somebody’s got to do it. Somebody has to have enough community pride to go out there and pick up the trash. I admire the seniors, they walk every morning and they walk with bags so they can stop and pick up a can and put it in the bag.

I am working with a young man and we have some big ideas about the trash. We have even formed a committee. And this committee’s prime purpose is to come up with ideas. Somebody’s got some good ideas. Not maybe here in Anderson, but elsewhere, as well.

I received a letter from a man -- I can’t remember where he was living, but he was writing us to see what we were doing about the trash. It seems like the trash in his area was so bad that he was writing us. And it’s got to be pretty bad if he’s writing us. I’ve even heard some of our people have been calling elsewhere to see what ideas they have about trash. Because it can be heartening.

I told you once about the family I saw on a Sunday afternoon, the mother had -- it was a mother and her four or five children, she had them up and out there cleaning up the trash on Simpson Road. She said, no, she doesn’t live on Simpson Road, but the road was so nasty, she got them up, out from in front of the television and she -- I don’t want to say she made them, but she suggested to them very, very strongly that they needed to be out there helping her pick up the trash. We need more people like that. But as soon as you get it cleaned up, you know what happens. They throw it right out again. There’s somebody out there doing it and we need to have some names or something.

I spoke with Greg Smith one time and gave him an idea about how we can go ahead and help each other watch out for trash. But evidently he didn’t like my idea because he just threw it -- did you throw it in the trash, Greg, or did you throw it in the street? Well, it was a good idea, and we’re going to put it in effect. Not because it was mine but because it was just a good idea.

We are searching for more members to come. The membership does not include people who will be out there picking up the trash. That’s not their concern. Their concern is to come up with ideas to help us keep -- clean it up and keep it clean.

We need to -- William, would you stand up, please? I want you to meet William, because he and I have already been working on this. We’ve had one meeting already with folks coming trying to get people to go
with us. And the meeting went very well. Okay. And
I did follow through with Anderson University. Okay.
I did follow through with Anderson University. And I
think I’ve gotten more members. I’ve talked to our
estimated photographer over there, videography, Greg
over there, and I’ve even got him bundled up in this.
Because it’s going to take all of us to do it. It’s
going to take all of us. And if you have some time to
help us with the meeting -- to help us with the
discussion -- like I told you, this is not for the
county. This is for whatever your name is and where
you live. I even had a county council person who
called me wanting to get involved. And I really
appreciated that. That doesn’t happen every day and
Sunday to me, but anyway this person called and said
that this person would like to get involved in what
we’re doing because this person believed in what we
were doing here.
So that’s my empowered take on what’s going on in
Anderson. I can’t just sit here and watch it. I
can’t just sit here and watch it. I can’t watch the
Coca-Cola cup, the McDonald’s cup, the chicken thing,
the chicken trash. I just cannot do it and act like I
live here in Anderson. I’m not a trashy person. And
it bothers me about these people who are making me
live like I’m a trashy person.
So if you have any ideas, please get in touch with
me. Mr. Burns, is our TV station working?
RUSTY BURNS: Yes, ma’am.
GRACIE FLOYD: Are we recording tonight?
RUSTY BURNS: We’ve recorded parts of
tonight, yes, ma’am.
GRACIE FLOYD: I mean the important parts
of tonight?
RUSTY BURNS: Yes, ma’am.
GRACIE FLOYD: Are we recording now?
RUSTY BURNS: No, ma’am.
GRACIE FLOYD: Why not?
RUSTY BURNS: (Inaudible.)
GRACIE FLOYD: I understand that, Mr.
Burns, and I thank you. But Mr. Burns, this is a
presentation, too. Since we can’t reach the people at
home, reach them at church, please. Talk about it in
your church. We need people to help us keep Anderson
clean. There’s more about living in Anderson than
whatever else we’re doing, that we can find time to
do. Please. Thank you.
TOMMY DUNN: Moving on to Item number
8(a), third reading, 2019-005, an ordinance amending
the zoning map to rezone plus or minus 108.61 acres
from PD, Planned Development, to PD Amendment at 2729 Highway 29 North and Cox Road, in District 7. Third reading. Do we have a motion to move this forward?

CINDY WILSON: So moved.

TOMMY DUNN: Motion Ms. Wilson. Do we have a second?

CRAIG WOOTEN: Second.

TOMMY DUNN: Second Mr. Wooten. Any discussion?

CINDY WILSON: May I very quickly?

TOMMY DUNN: Ms. Wilson.

CINDY WILSON: I’ll involve Dr. Parkey and our planning staff, but we will be planning a meeting with the development, Mr. Herman, and the landowners out there and hopefully we’ll get it working very nicely for the community. It’s much higher density than should have ever been allowed. But he has a wide open slate to create something really nice for the community and make a good profit for himself, as well. So we’re going to try to get everyone together in the next few weeks. Thank you.

TOMMY DUNN: Thank you, Ms. Wilson.

Anymore discussion? All in favor of the motion show of hands. Opposed like sign. Show the motion carries unanimously.

Moving on to Item number 9(a), ordinance second reading, 2019-006, ordinance to amend the agreement for the development of a joint county industrial business park, 2010 park, Anderson and Greenville Counties, so as to enlarge the park, Project Pak.

Mr. Nelson, do you have anything?

BURRIS NELSON: Mr. Chairman, this is -- we’ve already had first reading on this. Project Pak is a yet unannounced project in Greenville County. And Greenville County Council has simply requested Anderson County Council to include it in the joint multi-county park agreement that we have. And Greenville County sends its thanks for our assistance in this project and they look forward to assisting us with our next project. But that’s all, sir. Thank you.

TOMMY DUNN: Do we have a motion to move this forward? Motion Ms. Wilson. Do we have a second? Second Mr. Graham. Any discussion? Hearing none, all in favor of the motion show of hands. Opposed like sign. Show the motion carries unanimously.

Moving on to Item number 10(a), 2019-008, ordinance first reading. An ordinance authorizing the execution and delivery of Fee in Lieu of Tax Agreement
by and between Anderson County, South Carolina and company or companies known to the county at this time as Project Tarpon 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 revenue credits. Mr. Nelson?

BURRIS NELSON: Mr. Chairman, members of council, thank you for this opportunity to present Project Tarpon. This is another solar project much like the one we had earlier -- well, really, last year. There are three parcels of property that are being considered scattered around the county. There are actually some photos in your packet that show each individual location. And the current property taxes being paid on these three -- each one is about twenty-five to thirty acres. The current property tax that’s being paid on this, this year, six hundred and sixty-eight dollars, six hundred and sixty-eight dollars. And after the solar projects are up and running, the projected property taxes for 2021 will be twenty-nine thousand and forty-three dollars. And this is an opportunity for landowners to preserve their property long term for their families and to be able to offset the cost of property tax on their properties.

Over thirty years this project will bring close to eight hundred -- a little over eight hundred thousand dollars in total property tax. There are, of course, no jobs created from this, but it also presents no pollution, there’s no odors, smells of any kind, and there’s no traffic. So for the county it is an opportunity for improvement in the tax income on what is basically agricultural properties. They’re really being turned into manufacturing, 10.5% assessment ratios, and quite a bit of tax income comes out of that. And there’s no impact on the community; no traffic, no additions to schools or any of those things. Just income to the county.

That comes to you as a recommendation from our staff and from the Economic Development Advisory Board. We would appreciate your consideration. Thank you, sir.

TOMMY DUNN: Do we have a motion to put this on the floor?

CINDY WILSON: So moved.

TOMMY DUNN: Motion Ms. Wilson. Have a second?

BRETT SANDERS: Second.

TOMMY DUNN: Second Mr. Sanders. Now
discussion. Anybody have any questions or comments from Mr. Nelson or anything?

CINDY WILSON: Quick question I forgot to ask you a while ago. Do they get any special source credits, infrastructure credits for this?

BURRIS NELSON: It is an SSRC.

CINDY WILSON: How long? Is it just for one year?

BURRIS NELSON: It's thirty years. The entire length of the -- and it's a set tax amount. It's about a forty percent -- it's about a sixty percent SSRC over the period of time.

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

Moving on to 10(b), 2019-009, an ordinance authorizing the execution and delivery of a Fee in Lieu of Tax Agreement by and between Anderson County, South Carolina and a company or companies known to the County at this time as Project 20190114 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 credit.

Mr. Nelson?

BURRIS NELSON: Mr. Chairman, members of council, I appreciate the opportunity to discuss this with you. This is really an amazing opportunity for Anderson County, a never-before opportunity we’ve been presented with. A development company, highly respected, nationally know, has approached us about the development of a property where they will build speculative industrial buildings. Their first building they’re considering is somewhere over two hundred thousand square feet, and give us the opportunity to have jobs creation there. But the county doesn’t have to buy land. We don’t have to be involved in building the building. All we’re doing is providing some tax incentives to offset the costs of their infrastructure. Sewer and water costs for the particular project is ranging somewhere close to eight hundred and fifty thousand. So by reducing property tax the first four years by about eighty-five percent, an SSRC of about eighty-five percent, not to exceed two hundred and five thousand a year. We’ll offset that total property infrastructure cost over the first four years. And then for the following years a thirty-five percent SSRC.

However, that particular property that they’re looking at currently last year paid a hundred and
eleven dollars in property tax. And the potential for
2021, even with the discounted property tax, is
twenty-one thousand. With a total over the thirty
year period, without any industry going in, just the
building and land sitting there, would bring in four
million -- 4.19 million dollars into Anderson County’s
coffers. This comes as a recommendation to council
from the staff and from the Economic Development
Advisory Board.

TOMMY DUNN: Do we have a motion to put
this on the floor?

JIMMY DAVIS: So moved.

CINDY WILSON: Second.

TOMMY DUNN: Motion Mr. Davis, second Mr.
Graham. Any questions or comments for Mr. Nelson.

GRACIE FLOYD: I do.

TOMMY DUNN: Ms. Floyd.

GRACIE FLOYD: Mr. Nelson, ---

BURRIS NELSON: Yes, ma’am.

GRACIE FLOYD: --- I know we talked
extensively on the telephone today about this whole
thing. But the thing that really bothers me is that I
understood you. You explained it very well. Can you
hear me?

BURRIS NELSON: No, ma’am.

GRACIE FLOYD: Okay. I said the thing
about the whole thing is that I understand it. You
explained it very well.

BURRIS NELSON: Thank you.

GRACIE FLOYD: And I have -- the only
problems I have is that I’m sitting here looking at
our audience, people who got out in this freezing
weather tonight to come and hear us, and I’m looking
in their faces, and they don’t know what you’re
talking about. Isn’t that terrible that you -- I
didn’t know either until you called me and explained
it to me. But who’s going to explain it to them? So
why don’t you just go over it quickly and explain to
them in laymen’s terms. That’s every day, anybody
terms. We all sit up here just like we know just what
we’re talking about, but we don’t. We don’t. And so
we might as well tell the truth about it. Sometimes
we need to be explain it too, but we will never say
it. Would you please explain it ---

BURRIS NELSON: Yes, ma’am.

GRACIE FLOYD: --- to our audience.

BURRIS NELSON: I’m happy to.

GRACIE FLOYD: Thank you.

BURRIS NELSON: Mr. Chairman, members of
council and audience, a development company has come
to us and offered to spend thirteen million dollars in
Anderson County buying land to build a spec building,
a speculative building that would be available to
industries of all kinds and to warehouse and
distribution companies, as well. A huge expense, and
the county doesn’t have to pay anything.

If you’ll remember, we bought land out at Exit 27
in preparation for an industrial park opportunity and
we were going to build a spec building. But the
county was having to fund all of that. And we went to
the bond market and borrowed money to buy that land.
Fortunately -- and we were going to go into a contract
agreement to borrow money to build the spec building.
Fortunately, we had a company that came along and
bought the land from us right before we were starting
to begin the construction process, and so we didn’t
have to have money invested in the land. And we
didn’t have to have money invested in a spec building.

Well, after that we bought two hundred and twenty
acres on Clemson Boulevard and spent four million
dollars buying the land to build our own industrial
park because we didn’t have any developers that were
coming to us and willing to do what this company is
willing to do. And we were preparing then to build
spec buildings. And we had Arthrex, fortunately came
along, and bought the whole thing from us. Made us
whole. They even paid our engineering fees that we
had already expended. So we wound up with no money
invested in that and a great company that came in.

But regardless of that we would have still been on
the hook for the four million dollars and the
construction of the building. Here’s a company who’s
come to us with their own money willing to buy the
land, willing to build a spec building, willing to do
all the things that would have cost money out of our
pocket and cost taxpayers not only that money borrowed
but the interest on that borrowed money, as well.

That’s why I say it’s a great and amazing
opportunity to get development and a building in
Anderson. We don’t have any empty buildings at all.
We’re devoid of opportunities for companies to come
here. And empty space -- Mr. Burns and I have been
doing this for -- Rusty has been doing it for more
than thirty years. I’ve been doing it for thirty
years. You’ve got an empty building that’s a decent
building, companies will come. And this is an
opportunity to get companies to come and it’s nothing
out of our pocket.

GRACIE FLOYD: Well done.

BURRISS NELSON: Thank you.
TOMMY DUNN: Any more discussion? All in favor of the motion show of hands. Show the motion carries unanimously. Thank you, Mr. Nelson.

BURRIS NELSON: Yes, sir. Thank you.

TOMMY DUNN: Moving on to Item number 10(c), 2019-011, an ordinance to amend the Code of Ordinances of Anderson County, South Carolina by adding Article IX, Chapter 42 Titled Small Unmanned Aircraft. Ms. Wilson.

CINDY WILSON: Thank you, Mr. Chairman.

TOMMY DUNN: This is title only. I’m sorry. Go ahead.

CINDY WILSON: This is, yes, in title only. This is a work in progress. This has come about because of nighttime drone activity in the Cheddar, Whitefield, Hammond and Hopewell communities. It’s a major airway between Atlanta and GSP, our airport, Downtown Greenville Airport, and Donaldson Center. There are also other concerns involving one of our crime watch people over in the Cheddar Community is convinced that at least one of the drones she’s observed is lookout involving criminal activity; some of the break-ins, some of the drug trafficking.

The worst part is the interference with air traffic. The pilots tell me that they cannot see the lights on these drones at night because the lights are on the bottom. The other element to this is that they’re flying in really low over private properties and homes. They’ve stampeded horses out at our farm. They’ve awakened my mother at three in the morning with lights shining in her window, my window across the hill. If you want to get one minor amusement from it, I was talking with a neighbor the other day and asked if she had seen them. And she got real quiet. And then she burst out and said, I’m calling my husband. She said, I like to go to the hot tub naked at night. So I’m telling you these things come flying over very low. There have been a lot of people seeing them. So it’s a matter of voyeurism, trespass, invasion of privacy. But the worst element is the interference with air traffic. The medical helicopter comes over. One of our neighbors saw what he thought was a close call one night.

So I’ve asked Mr. Harmon to work with us to come up with an amendment to provide some enforcement measures. For example, out at our airport, we’ve been informed that there’s a five mile radius that these drones have GPS features build into them so that they’re disabled if they’re within that five mile
corridor. But all that we’re experiencing is probably
about maybe ten miles from the airport. So there’s
not that feature. I’ve called the FFA numerous times.
They are obviously not enforcing their own rules and
regulations. I’ve spoken with our sheriff’s
department. We have people on the ground looking for
some of the drug activity that may be connected to
this. But they don’t have a drone. I’ve spoken with
the DEA representative. They don’t have a drone up
here. It appears to be these three areas of concern
that are problematic.

And so I’m requesting that if y’all will do this
in title only tonight, we should have a measure
crafted for a public hearing and public notice so that
we can try to do something about this. It will
involve requiring drones in the county to register
with the FAA and perhaps dually with the sheriff’s
department and the airport. And also no flying at
night because what we’re observing is strictly at
night. It should not interfere with any daytime
legal, lawful activity; perhaps surveying or aerial
photographing, and then that there would have to be a
pre-clearance to fly at night. And put some
consequences into the measure.

This is my request of my fellow council members
and to get the conversation going and get something
done to make things safer. Thank you.

TOMMY DUNN: Ms. Wilson, I, too, have
talked to some folks because this come up as an issue.
If it’s this council’s pleasure to pass first reading
tonight, that’s one thing. But my observation would
be this needs to go to a committee. This is a very
complex issue.

Number one, if you remember back and I’ve talked
to some this week, whatever we get crafted, we need to
have input with the magistrates to make sure they’re
going to enforce something that we come up with. It
would behoove us if we come up with an ordinance and
they’re not -- saying it’s not airtight or won’t -- we
done this on the puppy mill thing, you know, to bring
them on it. I’d like to talk to the sheriff. I’ve
had some conversation with him about his thoughts and
ideas and his men and everything. I think we need to
find out exactly, because you know this is regulated
through the FFA, find out what we can legally do and
what we can’t do. And also I’d like to get public
input. Not just on a council meeting night. I want
to go out in my district and have a meeting and see
what people’s thoughts are on this. There are
businesses that does this. I don’t know about
nighttime or whatnot. I can understand the problem, but like I said, this is something that I don’t think is going to be done -- I hope it moves quicker than what I always say government does. But I don’t think it’s going to be something -- like I said, it’s a pretty complex issue. And that’s my thoughts. I’ll open the floor up for anyone else.

GRACIE FLOYD: Mr. Chair?

TOMMY DUNN: Ms. Floyd.

GRACIE FLOYD: That’s how I feel about it, too. This thing is not new and we’re reading what’s been happening all over the state. There’s some ordinances that are coming out because of this. There are some of the counties that are trying to improve it. But I think it would be better done if we give it some time and let it be written and let’s go through the process rather than just sitting up here and just doing this ourselves when we don’t know all of the ramifications about it. We don’t know what’s already in the making about it. Because I haven’t heard anything since -- Mr. Chairman?

TOMMY DUNN: Yes, ma’am.

GRACIE FLOYD: We’re going to have a snow storm. The sun is going to get to eighty-six degrees tomorrow because I’m going to agree with you.

TOMMY DUNN: Well, it’s not the first time. Mr. Sanders?

BRET SANDERS: I agree with you and Ms. Floyd, as well. I understand the need for it, but I mean we have federal regulations in place, state regulations in place. We have people that use them in businesses. I know that the county event they had out at the amphitheater, y’all had a drone, I guess it was the county’s, it was on the county website flying over filming everything. I just think we need to, like you say, go before a committee and try to determine how we’re going to enforce it; the manpower, the money, and make sure it doesn’t conflict with any federal or state regulations in place now.

TOMMY DUNN: You’re good. Mr. Davis, did you have anything? I didn’t see you down there.

JIMMY DAVIS: Not at this time, Mr. Chairman.

TOMMY DUNN: Okay. Mr. Wooten?

CRAIG WOOTEN: No.

TOMMY DUNN: Mr. Graham?

RAY GRAHAM: Basically the same thing. I guess my biggest concern is some of the businesses that does conduct this as part of their daily business. You know, we definitely don’t want to be
regulating those. I understand Ms. Wilson’s concern at night, and that’s really a completely different bear as far as the regulations and what’s controlling that.

My other concern, you know, knowing the sheriff’s department, knowing our law enforcement, they’re already stretched thin and for them to basically start having to police drones, as well, you know, we can’t just ignore the issue, but I think we definitely need to do our homework and ensure what we’re putting in place is what’s best for Anderson County. I would hope that we would pause and truly maybe put a committee together and do some research. I think one of the other fellow council members had mentioned getting the public involved. I would definitely like to see some of the business owners that utilize that in their business be involved in that committee, as well. And you know, possibly check with the Association of Counties and some of the other avenues that could possibly -- you know, what other issues throughout the state are we having and what can do -- you know, what’s already been corrected. I mean, there’s no point in reinventing the wheel on it.

CINDY WILSON: Mr. Chairman?

TOMMY DUNN: Ms. Wilson.

CINDY WILSON: As I pointed out, this is in title only to get the ball rolling, to get the conversations, the discussions. Mr. Harmon has already done a lot of homework. And one of the FAA representatives I spoke with, for example, moved here from Florida, and he said they’re having terrible problems down there with the drones connected to drug smuggling and other criminal activities. So I pointed out to you the three areas that -- of concern that are out in those communities. And I’m sure if someone goes out at night they’ll probably see them up there, too. Because they’re probably all over. This does not deal with someone’s toy drone. It does not deal with daytime legitimate uses. This is nighttime. Probably nefarious activities. I know this FAA agent from Florida said that they were acting as lookouts in casing people’s properties. And if you think about it, they’re not very noisy. I’ve had one go right over my head within ten, twenty feet numerous times. I thought at one point someone was loading the lawnmower behind me. Another time -- it’s kind of a beehive sound.

But we need to do something because I’m telling you if someone gets killed with our medical helicopter or one of these small lower flying planes, these
things go up much higher than a thousand feet in some places. This is strictly to get the conversation going, get the ball rolling, and hopefully come up with something that is workable. We don’t have an end product right now. We just have something started. Thank you.

TOMMY DUNN: Thank you, Ms. Wilson. In the spirit of getting it started, getting the ball rolling, I make a motion to amend your motion to put this in the Public Safety Committee and report back to council next meeting with something. Put that in the form of a motion. Ms. Wilson seconds it. Now is there any discussion?

GRACIE FLOYD: Yes.

TOMMY DUNN: Ms. Floyd.

GRACIE FLOYD: Also, as we put that in the Public Relations Committee, I’d like to have more information than just -- than hearsay of what was said. I want to see it in writing. I’d like to have some concrete information from these particular entities that she mentioned that she talked to. I want to see it myself in writing. I think because we’ll be able to manage it better with the people. Because all the time -- you might not hear or understand what I said and you might hear something completely different. But if we have it in writing everybody will be on the same page and everybody will understand the same thing.

TOMMY DUNN: Thank you.

RAY GRAHAM: Mr. Chairman?

TOMMY DUNN: Mr. Graham.

RAY GRAHAM: With Ms. Floyd’s request, public safety, if we meet on this what we can do is basically give a report back with the documentation on the different information that we do gather. As far as what Ms. Wilson has already gathered and spent time on and what the other members can bring forth and share that with all council. That way we can truly make I guess more of an education opinion as far as what direction we need to go.

TOMMY DUNN: And keep in mind, all council members are encouraged to come to these committee meetings. Any more discussion?

GRACIE FLOYD: Well, Mr. Chairman, I understood what you said about all council members can come into committee meetings. But that’s not the point.

TOMMY DUNN: I got you. I just ---

GRACIE FLOYD: But the point is these
people can’t get off of their work, off their jobs to come to a committee meeting.

TOMMY DUNN: Yes, ma’am.

GRACIE FLOYD: So the information we get from them has got to be factual. It’s got to be documented. And it’s got to be said by someone who is somebody.

TOMMY DUNN: I’m not disputing that.

GRACIE FLOYD: Yeah.

TOMMY DUNN: All in favor of the motion show of hands. Now, all in favor of the main motion show of hands. That was amendment to the motion. So we’ve got to vote for the main thing to tie it in. Are you voting one way or the other?

GRACIE FLOYD: Well, the main motion was for us to go ahead and do it in title.

TOMMY DUNN: Yeah, but my amendment was to do it -- before we do first reading put it in committee. So we’ve got to -- that was the amendment.

GRACIE FLOYD: So now we’re voting on two ---

TOMMY DUNN: Both of them together. Got to vote on both of them together.

GRACIE FLOYD: But we’re not going to pass in name only, are we?

TOMMY DUNN: No, ma’am.

GRACIE FLOYD: Okay. Good. Because I want ---

TOMMY DUNN: It goes to committee first.

GRACIE FLOYD: Okay. Good. I voted for that one.

TOMMY DUNN: Okay. Show the record ---

CINDY WILSON: Thank you, Mr. Chairman.

And thank you fellow council members.

TOMMY DUNN: Thank you, Ms. Wilson.

Moving on now to Item number 11(a), R2019-008. This is 11(a) resolutions. A resolution inducing and identifying a proposed investment under code name of Project Tarpon. Do we have a motion to move this forward? Motion Ms. Wilson. Have a second?

BRETT SANDERS: Second.

TOMMY DUNN: Second by Mr. Sanders. Do we have any discussion? All in favor of the motion show of hands. All opposed like sign. Show the motion carries unanimously.

Now moving on to 11(b), R2019-009, a resolution authorizing the execution and delivery of an Inducement Agreement by and between Anderson County, South Carolina and Project 20190114, 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 the subject of payment of
certain fees in lieu of taxes, and whereby Project
20190114 will be provided certain credits against fee
payments in reimbursement of investment in related
qualified infrastructure. This is the same thing that
Mr. -- legal things that Mr. Nelson -- we just voted
on a few minutes ago. We put that in the form of a
motion?

CINDY WILSON: Second.

TOMMY DUNN: Motion Mr. Davis, second Ms.

Wilson. Now are there any discussion?

GRACIE FLOYD: Is this the one you
explained ---

TOMMY DUNN: Yes, ma’am. Yes, ma’am.

Any more discussion? All in favor of the motion show
of hands. All opposed. All in favor.

Moving on to Item number 12, report from the TTI
Committee held February 22, 2019. General discussion
of TTI property development. Chairman Sanders.

BRETT SANDERS: Yes, sir, Mr. Chairman,
members of council. From our meeting on the 22nd,
county employees, along with GMC Engineering, we sat
down to discuss the best land use and placement of the
shop building. Prior to that we had looked at several
different plans and layouts and we chose the design
concept to leave the front area -- and I don’t want to
say leave it green, but for long term purposes not
develop the front area on 28 and leave it for future
development or whatever the county needs it for. This
decision that we made will help Mr. Davis with his
shop committee with their plans for a shop building.
That’s pretty much what happened.

TOMMY DUNN: Thank you. Appreciate the
report. Does anybody have any questions or
discussion, comments, for Chairman Sanders? Thank
you. Appreciate it.

Moving on now to report from the Shop Committee
held February 28, 2019, Chairman Davis. Chairman
Davis?

JIMMY DAVIS: Thank you, Mr. Chairman,
fellow members of council. The committee is in charge
of the design and planning for the new shop
maintenance facility for county fleet vehicles,
February 28th. And after Mr. Sanders and his
committee met to basically give us the orientation of
the building for the property for the maintenance
facility that we’re planning on building, we met with
Mr. Stone and Mr. Hopkins and the rest of the staff to
discuss planning of this facility.

This facility, which is long overdue because we have multiple facilities in the county right now, many of which have quite a number of years of age on them, one of which is there at the airport, which is really where it should be anyway, with the flight paths. So we’re looking forward to getting everything and building some efficiency for the county in concerns of fleet maintenance needs for repairs on county vehicles.

So basically all that was discussed was design questions and just how we go forward. We’re looking forward to getting back some budget numbers from the design engineers and some construction plans. There were no decisions made.

TOMMY DUNN: Thank you, Chairman Davis. Appreciate it. Anybody have any questions or comments, discussions with Mr. Davis and his committee?

GRACIE FLOYD: Mr. Chair, can we take a five minute break, please?

TOMMY DUNN: Yes, ma’am. We’ll take a five minute break with no objections.

(OFF THE RECORD FOR BREAK)

TOMMY DUNN: We’re going to get started. At this time I call the meeting back to order.

We’re going to move on to Item number 14, appointments. Mr. Sanders?

BRETT SANDERS: Yes, sir, Mr. Chairman. I would like to appointment William Moore for a vacant seat on the Board of Assessment Appeals.

TOMMY DUNN: Put that in the form of a motion. Have a second?

CINDY WILSON: Second.


Anybody else have any appointments?

Moving on to Item number 15. Do we have a motion to go into executive session to take legal advice regarding the Colonial Pipeline?

BRETT SANDERS: So moved.

CINDY WILSON: So moved.

TOMMY DUNN: Motion Ms. Wilson and second Mr. Sanders. All in favor of the motion show of hands. Opposed, abstentions. How you vote, Ms. Floyd?

GRACIE FLOYD: Oh, I’m sorry. Whatever.

Yes.
TOMMY DUNN: Show the motion carries unanimously. We'll step right back here in the back.

(EXECUTIVE SESSION)

CINDY WILSON: ... received legal advice regarding the Colonial Pipeline Administrative Law Court appeal.

TOMMY DUNN: We have a motion to come out of executive session. Do we have a second?

BRETT SANDERS: Second.

TOMMY DUNN: Second Mr. Sanders. All in favor of the motion show of hands. All opposed like sign. Show the motion carries unanimously.

Do we have a motion?

JIMMY DAVIS: Mr. Chairman?

TOMMY DUNN: Mr. Davis.

JIMMY DAVIS: I'd like to make a motion to authorize the hiring of the Koslarek Law Firm to file a motion to intervene in the Colonial Pipeline versus The South Carolina Department of Revenue before the South Carolina Administrative Law Court and to seek the participation of other upstate counties through which the Colonial Pipeline passes.

TOMMY DUNN: We have a motion Mr. Davis. Have a second?

BRETT SANDERS: Second.

TOMMY DUNN: Second Mr. Sanders. Any discussion? All in favor of the motion show of hands. Opposed like sign. Show the motion carries unanimously.

Moving on to Item number 16, requests by council members. Mr. Davis, do you have any?

JIMMY DAVIS: Thank you, Mr. Chairman. I just have one. I'd like to make this in the form of a motion from District 6's rec fund, I'd like to allocate one hundred dollars to Dancing For Our Heroes. Make that in the form of a motion.

TOMMY DUNN: Have a motion by Mr. Davis. Have a second?

BRETT SANDERS: Second.

TOMMY DUNN: Second Mr. Sanders. Any discussion? All in favor of the motion show of hands. Opposed like sign. Show the motion carries unanimously. Anything else, Mr. Davis?

JIMMY DAVIS: No.

TOMMY DUNN: Mr. Sanders?

BRETT SANDERS: Yes, sir. I would like, if I could just to bundle ---

TOMMY DUNN: You can.

BRETT SANDERS: Okay. For Anderson Voices For Animals, I'd like to do one hundred; Dancing For
Our Heroes, Cancer Association, also one hundred; and the Pendleton Farmers Society. The Farmers Society was organized in 1815 and completed in 1928. It's a hundred and ninety-one years old and it's the oldest Farmers Hall still in operation in the nation. John C. Calhoun, Vice President, Thomas Clemson, were all members. They're having some issues with some paint and maintenance, and District 4 would like to allocate five thousand towards their maintenance.

TOMMY DUNN: Put that in the form of a motion?

BRETT SANDERS: In the form of a motion.

TOMMY DUNN: Have a second?

JIMMY DAVIS: Second.

TOMMY DUNN: Second Mr. Davis. Any discussion? All in favor of the motion show of hands. Opposed like sign. Motion carries unanimously.

Anything else, Mr. Sanders?

BRETT SANDERS: That's all, sir. Thank you.

TOMMY DUNN: Thank you. Ms. Floyd, do you have any?

GRACIE FLOYD: I have one. This one did not make it in time for the --

TOMMY DUNN: Agenda?

GRACIE FLOYD: Thank you. But anyway, I'm going to do it anyway. This is a recreational donation -- allocation from District 2 to Generation4. This is a request for summer recreational activities for a little kindergarten class. And they are 501(c)(3). And I would like to do that in the form of a motion to allow them to have the money from District 2. In fact, it's a District 2 entity, as well.

And the other two, I didn’t talk to either one of them, so I don’t know really -- I’m just going to wait on that one. So I only have the one.

TOMMY DUNN: Ms. Floyd has a motion. Do we have a second?

CINDY WILSON: Second.


GRACIE FLOYD: I did say a thousand dollars; didn’t I? Did I give the amount?

TOMMY DUNN: Oh, she didn’t say. I’m sorry. It’s a thousand; is that correct, Ms. Floyd?

GRACIE FLOYD: One thousand dollars.

TOMMY DUNN: Okay. Thousand dollars.

Mr. Graham?

RAY GRAHAM: Nothing at this time.
TOMMY DUNN: Mr. Wooten?
CRAIG WOOTEN: Yes, sir. Two items; I’ll put them together. One hundred for Anderson Voices For Our Animals and one hundred from District 1 for Dancing For Our Heros. Put that in the form of a motion.
TOMMY DUNN: Motion Mr. Wooten and second Ms. Wilson. Any discussion? All in favor of the motion show of hands. Show the motion carries.
Anything else, Mr. Wooten?
CRAIG WOOTEN: No, sir.
TOMMY DUNN: Ms. Wilson?
CINDY WILSON: District 7 is broke.
TOMMY DUNN: Okay. District 5's account would like to do five hundred dollars for Anderson’s Voices For Animals and one hundred for Dancing For Our Heroes. Put that in the form of a motion. Second Ms. Wilson. Any discussion? All in favor of the motion show of hands. Opposed like sign. Show the motion carries unanimously.
Moving on now to Item number 17, Administrator’s report.
RUSTY BURNS: Nothing at this time, Mr. Chairman.
TOMMY DUNN: Thank you, Mr. Burns.
Moving on to Item 18, citizens comments. Please step forward when Mr. Harmon calls your name. You have three minutes. Address the chair, state your name and district for the record. Mr. Harmon.
LEON HARMON: Mr. Chairman, we have one speaker signed up. Elizabeth Fant.
ELIZABETH FANT: Elizabeth Fant, District 3.
One of the real things that deters people from coming through our county is the litter. Litter is in all kinds of forms. Litter is in trash on the road. Litter is in wasted people that have not used their potential. Litter is also falling-down houses. Litter is what I call -- the word I’m looking for -- scum lords. People who own property and don’t keep it up. And so the people who move in have a hard time dealing with that. That’s a deterrent. That’s a bad deterrent to our county, too. So it’s not just the litter that’s along the street.
However, I have some very good news to talk about tonight. I’m very enthusiastic on several levels. I, like Ms. Floyd, question things that come across. I don’t just accept them willy-nilly. And some things here recently that have been going on in the county, the new hotel, whatever, the money for the buildings downtown and so forth. But I mean to tell you that if
you’re not noticing what’s going on in Anderson County, you’re missing it. We’ve got at least -- road construction is out there. There are trucks everywhere. We have an abundance of people who are moving into the community. That’s why you’ve got all these things on the housing and developments that are brought before you. We’re probably getting too fast a development in that in order to take care of the people that move in.

I heard the guy that’s over the ITT new school that’s going to be out where Lakeside used to be, and, man, that is super, super, super for our students and for our upcoming businesses. Pamela Evette, our Lieutenant Governor, spoke, and she’s out listening to what people have to say and trying to get a feel for what it is we really need rather than just putting her ideas on -- enforcing on us. I also heard from Visit Anderson, which I am so proud of. Look at all the things that we’re in.

These are not slapped-together productions. These are class act information that all kinds of people now are seeing. Our people are our biggest asset. We’ve all got to work together in the same direction. I am reminded by a cartoon where you have two mules and the two mules are pulling in opposite direction. Our county, if we’re going to succeed, has to be pulling in the same direction.

LEON HARMON: Time, Mr. Chairman.

TOMMY DUNN: Anyone else?

LEON HARMON: No one else is signed up.

TOMMY DUNN: Thank you, Mr. Harmon.

Now we have remarks from council members. Ms. Wilson?

CINDY WILSON: Thank you, Mr. Chairman. We do have a Planning and Public Works Committee meeting tomorrow morning at 11:30. We’ve covering a number of items, including a review of zoning standards in relation to commercial uses and an update on one of the facets for affordable housing. And also taking up the Zoning Advisory Group update, which we’ve got some real concerns there. And also a discussion of van accessible parking.

On the 28th, Mr. Greg Smith and I met with the landfill company out at Big Creek Landfill and had a couple of the neighbors there. There were issues that had not been resolved concerning communication. At our last meeting over there in the community, we had had one of the community members to set up a website so that people -- it was kind of like a community party line, if you will. And the landfill company had
not taken advantage of that. Consequently, in addition to the terrible stench over there that’s a fairly regular feature, there were numerous calls from different areas around the landfill about a terrible gas smell. We thought we had another gas line leak over there. Everyone was calling DHEC and Public Safety and so forth. Well, it turned out they were doing a methane gas project onsite and had failed to notify people. Consequently they had a visit from DHEC which found some issues that needed to be resolved. So now we have excellent communications with the landfill company. We have a protocol in place so that these type things won’t happen in the future.

The other thing you have before you tonight is an update from South Carolina Department of Transportation regarding the Cherokee Road bridge over 29. And it’s encouraging to know that they’re moving into the right-of-way acquisition stage this spring. So thank you.

A lot of things going on around here. It’s hard to keep up. Thank you.

TOMMY DUNN: Thank you, Ms. Wilson. Mr. Wooten?

CRAIG WOOTEN: Nothing.

TOMMY DUNN: Thank you. Mr. Graham?

RAY GRAHAM: Nothing, Mr. Chairman.

Thank you.

TOMMY DUNN: Thank you. Ms. Floyd?

GRACIE FLOYD: Yes. I don’t think I received -- Mr. Burns, I don’t think I received one of whatever ---

TOMMY DUNN: I’ll get it.

GRACIE FLOYD: Oh, that’s what it was.

Okay. I have a couple of things to say. First of all, I haven’t heard much being said about that -- the water, the potentially dangerous lead in Belton’s drinking water. I haven’t heard anything about that, especially within the news. But have y’all seen this? Some of the folks have not seen it. The one that I did hear, what I learned about it was from the newspaper, the Greenville News. Folks, if you haven’t heard about that, you might want to take time and read it; okay? I have a Belton address and I have a lot of friends who live in Belton, lot of friends who live in Belton. And they did not know about it until I called them to tell them about it.

But it says that help for the potentially dangerous lead in Belton’s drinking water is months away. It’s months ---
MALE: Lead.

GRACIE FLOYD: What did I say, lead? I’m sorry. I know better than that. Help for the potentially dangerous lead in Belton’s drinking water is months away. Okay. So if you’re drinking that water you might need to talk to your city officials and have them tell you what’s going on; okay? Or you might want to call your county council person and ask them what’s going on.

Also, there’s another one there about official — Belton Waited to Raise Alerts About Lead. How is that, William? Well, tonight is going to be lead, and you know what I’m talking about. You wish it were lead instead of the lead. Okay. Because this is bad, folks. This is bad, folks. This is going to impact a lot of people. I know it belongs to the city to do something about it, but if you don’t know now, you know now. So please do what’s necessary for you to protect yourself. Because as I said, we haven’t heard a thing from it up here.

Also, we had a Valentine’s Dance. How many of you were there? It was absolutely wonderful. Do you know that I received a telephone call about that today? It was a man who called me to tell me that he attended that and that it was absolutely wonderful. He said he had a good time. You ladies had a good time, too; yeah. It was really wonderful. We’re going to do it again next year. So look out in your mailboxes for Anderson County District 2 Senior Lunch. Did I say something wrong again? Okay.

Also, Wynn Bush (phonics), stand up, please. Wynn Bush met Cory Booker and she had her name in the newspaper. Isn’t that wonderful. And she spoke up, she spoke up, yeah, yeah. And Wynn Bush, I need a ride home. I’m stranded. Okay, good. And that’s all I had to, that’s all I had to say. Thank you. And I know the difference between 1-e-a-d and 1-e-a-d.

TOMMY DUNN: Mr. Sanders?

BRETT SANDERS: Nothing at this time.

TOMMY DUNN: Mr. Davis?

JIMMY DAVIS: Nothing at this time, Mr. Chairman.

TOMMY DUNN: Thank y’all. I’d just like to thank everybody for coming out tonight and thank my fellow council members. Meeting adjourned.

(MEETING ADJOURNED AT 8:03 P.M.)
ORDINANCE NO. 2019-008

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF FEE IN LIEU OF TAX AGREEMENTS BY AND BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND A COMPANY OR COMPANIES KNOWN TO THE COUNTY AT THIS TIME AS PROJECT TARPON 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 REVENUE 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 “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, a company (the “Sponsor”), whose identity is being withheld at Sponsor’s request until it is in a position to make a public announcement, is considering making three (3) individual investments (each a “Project” and collectively, “Project Tarpon” or “the Projects”) on land owned by various landlords in order to produce and supply to the public electricity by conversion of solar energy at a site in Anderson County, South Carolina; and

WHEREAS, Project Tarpon consists of the following Projects:

- An investment of not less than $3,250,000 (“Project Tarpon Solar I”);
- An investment of not less than $3,250,000 (“Project Anderson Solar Farm”)
- An investment of not less than $3,250,000 (“Project Sweet Grass Solar”); and

WHEREAS, the Sponsor has represented that the Projects will involve an investment in each of the Projects in at least the amounts detailed above within the Investment Period (as such term is defined in the hereinafter defined Fee Agreements); and

WHEREAS, the County has determined on the basis of the information supplied to it by the Sponsor that the Projects would each be a “project” and “economic development property” as such terms are defined in the FILOT Act, and that each Project would serve the purposes of the FILOT Act; and
WHEREAS, pursuant to the authority granted to the County under Section 4-1-170 of the Park Act and Article VIII, Section 13 of the South Carolina Constitution, the County intends to cause each Project, to the extent not already therein located, to be placed in a joint county industrial and business park (a “Park”) such that each Project will receive the benefits of the FILOT Act; and

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

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

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

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

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

(a) The Projects will each 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 Projects are anticipated to benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally;

(c) Neither the Projects, nor any documents or agreements entered into by the County in connection therewith, will give rise to any 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 Projects, 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 each Project are anticipated to be greater than the costs.

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

Section 3. The County shall use its best efforts and endeavor to work with one or more adjoining counties (and, to the extent any portion of any Project site is located within the corporate limits of a municipality, to work with such municipality) to cause the Project sites to be located within a Park, through amendment of an existing Park or creation of a new Park in accordance with the Park Act. The County shall undertake those procedures and documents necessary for the creation or expansion of such Park and shall use its best efforts to maintain the Project sites in such Park during the term of the incentives provided for pursuant to the Inducement Agreement and the applicable Fee Agreement or subsequent ordinances or agreements.

Section 4. The Chairman of County Council, the County Administrator and the Clerk to County Council, for and on behalf of the County, are hereby authorized and directed to do any and all things necessary to effect the execution and delivery of the Fee Agreements and the performance of all obligations of the County thereunder.

Section 5. The provisions of this ordinance are hereby declared to be separable and if any section, phrase or provisions shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 6. All ordinances, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This ordinance shall take effect and be in full force from and after its passage by the County Council.

[signature page follows]
ENACTED in meeting duly assembled this __th day of _________________ 2019.

(SEAL)

ATTEST: FOR ANDERSON COUNTY:

__________________________ _________________________________
Rusty Burns Tommy Dunn, Chairman
Anderson County Administrator Anderson County Council

__________________________
Lacey Croegaert
Anderson County Clerk to Council

APPROVED AS TO FORM:

__________________________
Leon C. Harmon
Anderson County Attorney

First Reading: March 5, 2019
Second Reading: 
Public Hearing: 
Third Reading:
FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT

BETWEEN

TARPON SOLAR I, LLC AS SPONSOR

AND

ANDERSON COUNTY, SOUTH CAROLINA

EFFECTIVE AS OF ______________, 2019
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FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT

THIS FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT ("Fee Agreement") is entered into, effective, as of _____________, 2019, between Anderson County, South Carolina ("County"), a body politic and corporate and a political subdivision of the State of South Carolina ("State"), acting through the Anderson County Council ("County Council") as the governing body of the County, and Tarpon Solar I, LLC, a limited liability company organized and existing under the laws of the State of South Carolina ("Sponsor"), previously identified as Project Tarpon.

WITNESSETH:

WHEREAS, the County is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 (the "Act") of the Code of Laws of South Carolina 1976, as amended (the "Code") and the Multi-County Park Act (as defined herein): (i) to enter into agreements with certain entities meeting the requirements of the Act to construct, operate, maintain, and improve certain industrial and commercial properties through which the economic development of the State of South Carolina will be promoted and trade developed by inducing corporate headquarters, manufacturing and commercial enterprises to locate and remain in the State of South Carolina and thus utilize and employ the manpower, agricultural products, and natural resources of the State; (ii) to covenant with such investors to accept certain payments in lieu of ad valorem taxes with respect to the project; and (iii) to maintain, create or expand, 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

WHEREAS, the Sponsor is a wholly owned subsidiary of Southern Current, LLC, a limited liability company organized and existing under the laws of the State of Delaware;

WHEREAS, the Sponsor proposes to develop, install or operate, as applicable solar power generating facilities located at a leased site situated south of Burns Bridge Road (the "Land") in Anderson County, South Carolina (the "Project");

WHEREAS, the Project will involve an investment which, but for this Fee Agreement, would have a value for ad valorem taxation purposes, of not less than $3,250,000 within the time period required under the Act ("Project Tarpon Solar I"), meeting the minimum investment requirement under the Act;

WHEREAS, pursuant to the Act, the County has determined that (a) the Project (as defined herein) is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefit not otherwise adequately provided locally; (b) the Project gives rise to no pecuniary liability of the County or incorporated municipality and to no charge against its general credit or taxing power; (c) the purposes to be accomplished by the Project are proper governmental and public purposes; and (d) the benefits of the Project to the public are greater than the costs to the public;

WHEREAS, the County Council adopted an Inducement Resolution on _____________, 2019, (the "Resolution"), wherein the County Council, as an inducement to the Sponsor to develop the Project, committed the County to enter into, and authorized the County Administrator, County Attorney and the Executive Director of the Anderson County Economic Development Commission to negotiate with the Sponsor the terms of, this Fee Agreement;

WHEREAS, the County Council adopted an ordinance on _____________, 2019 (the "Fee Ordinance"), as an inducement to the Sponsor to develop the Project and at the Sponsor's request, the County Council authorized the County to enter into this Fee Agreement as a fee-in-lieu of ad valorem tax
agreement with the Sponsor which identifies the property comprising the Project as Economic Development Property under the Act subject to the terms and conditions hereof;

WHEREAS, the Project constitutes Economic Development Property within the meaning of the Act; and

WHEREAS, for the purposes set forth above, based solely on information provided by the Sponsor to the County, the County has determined that it is in the best interests of the County to enter into this Fee Agreement with the Sponsor subject to the terms and conditions herein set forth.

NOW, THEREFORE, AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, the parties hereto agree as follows, with the understanding that no obligation of the County described herein shall create a pecuniary liability or charge upon its general credit or taxing powers, but shall be payable solely out of the sources of payment described herein and shall not under any circumstances be deemed to constitute a general obligation to the County:

ARTICLE I
PROJECT OVERVIEW

Section 1.1. Agreement to Waive Requirement of Recapitulation. Pursuant to Section 12-44-55(B) of the Act, the County and the Sponsor agree to waive the requirement of including in this Agreement the recapitulation information as set forth in Section 12-44-55(A) of the Act. If the Sponsor should be required to retroactively comply with the recapitulation requirements of Section 12-44-55 of the Act, then the County agrees, to the extent permitted by law, to waive all penalties of the County for the Sponsor’s noncompliance that are within the County’s control.

Section 1.2. Rules of Construction; Defined Terms. In addition to the words and terms elsewhere defined in this Fee Agreement, the terms defined in this Article shall have the meaning herein specified, unless the context clearly requires otherwise. The definition of any document shall include any amendments to that document, unless the context clearly indicates otherwise.

"Abandonment" shall mean the failure of the Company to achieve Substantial Energy Generation at the Project for a period of one year after the Project has been placed in service.

"Act" shall mean Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended, and all future acts supplemental thereto or amendatory thereof.

"Act Minimum Investment Requirement" shall mean an investment of at least $2,500,000 by the Sponsors of eligible economic development property under the Act.

"Administrative Expenses" shall mean the reasonable and necessary expenses, including attorneys’ fees, incurred by the County with respect to the Project and this Fee Agreement.

"Authorized Sponsor Representative" shall mean any person designated from time to time to act on behalf of the Sponsor as evidenced by a written certificate or certificates furnished to the County containing the specimen signature of each such person, signed on behalf of the Sponsor by its Manager, its President, one of its vice presidents, its general counsel, its secretary or any assistant secretary. Such certificates may designate an alternate or alternates, and may designate different Authorized Sponsor Representatives to act for the Sponsor with respect to different sections of this Fee Agreement.

"Chairman" shall mean the Chairman of the County Council of Anderson County, South Carolina.
“Closing” or “Closing Date” shall mean the date of the execution and delivery hereof.


“Commencement Date” shall mean the last day of the property tax year during which Economic Development Property is first placed in service, except that this date must not be later than the last day of the property tax year which is three years from the year in which the County and the Sponsor execute this Fee Agreement.

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

“County Administrator” shall mean the person appointed by the County Council to act as county administrator of the County at any one time during the term of this Fee Agreement, or in the event that the form of government of the County changes from that which is in place at the time of the execution of this Fee Agreement, the person who is authorized to perform the managerial and/or administrative duties presently assigned to the County Administrator.

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

“Decommissioning” shall mean the removal and proper disposal of all Equipment, stabilization and rehabilitation of the Land, and restoration of the Land to its original state.

“Diminution of Value” in respect of any Phase of the Project shall mean any reduction in the value based on original fair market value as determined in Step 1 of Section 4.2 of this Fee Agreement, of the items which constitute a part of the Phase which may be caused by (i) the Sponsor’s removal of equipment pursuant to Section 4.6 of this Fee Agreement, (ii) a casualty to the Phase of the Project, or any part thereof, described in Section 4.7 of this Fee Agreement or (iii) a condemnation to the Phase of the Project, or any part thereof, described in Section 4.8 of this Fee Agreement.

“Economic Development Property” shall mean all items of real and tangible personal property comprising the Project which are eligible for inclusion as economic development property under the Act, become subject to this Fee Agreement, and which are identified by the Sponsor in connection with its annual filing of a SCDOR PT-300 or comparable form with the South Carolina Department of Revenue (as such filing may be amended from time to time) for each year within the Investment Period. Title to all Economic Development Property shall at all times remain vested in the Sponsor, except as may be necessary to take advantage of Section 12-44-160 of the Act.

“Equipment” shall mean all of the equipment and fixtures, together with any and all additions, accessions, replacements and substitutions thereto or therefor to the extent such equipment and fixtures become a part of the Project under this Fee Agreement.

“Event of Default” shall mean any Event of Default specified in Section 4.18 of this Fee Agreement.

“Fee Agreement” shall mean this Fee-In-Lieu of Ad Valorem Taxes Agreement.

“Fee Term” or “Term” shall mean the period from the date of delivery of this Fee Agreement until the last Phase Termination Date unless sooner terminated or extended pursuant to the terms of this Fee Agreement.
“FILOT” shall mean the fee-in-lieu of taxes, which the Sponsor is obligated to pay to the County pursuant to Section 4.2 hereof.

“FILOT Payments” shall mean the payments to be made by the Sponsor pursuant to Section 4.2 hereof.

“FILOT Revenues” shall mean the revenues received by the County from the Sponsor’s payment of the FILOT.

“Investment Period” shall mean the period commencing in 2019 and ending on the last day of the fifth property tax year following the earlier of the property tax year in which Economic Development Property is placed in service or the property tax year in which this Fee Agreement is executed; provided a later date may be agreed to by the Sponsor and County pursuant to Section 12-44-30(13) of the Act.

“Land” shall mean the real estate upon which the Project is to be located, as described on Exhibit A attached hereto, as Exhibit A may be supplemented from time to time in accordance with the provisions hereof.

“Multi-County Park” shall mean that multi-county industrial/business park established pursuant to a qualifying agreement with Greenville County, dated November 16, 2010, and any amendments thereto (the “Multi-County Park Agreement”).

“Multi-County Park Act” shall mean Title 4, Chapter 1 of the Code, as amended through the date hereof.

“Negotiated FILOT Payments” shall mean the FILOT payments due pursuant to Section 4.2 hereof with respect to that portion of the Project consisting of Economic Development Property.

“Net FILOT Payment” shall mean a total annual payment of $7,400 for the entire term of this Fee Agreement, for those years for which a FILOT payment is due hereunder. It is anticipated that the first Net FILOT Payment due hereunder shall be the payment for property tax year 2019, due and payable to the County on or before January 15, 2020. Provided, the Net FILOT Payments shall be increased in any year in which the total power generation capacity of the Project exceeds two megawatts of AC power, in proportion to the excess. For example, and by way of example only, if the total power generation capacity of the Project as of the last day of the 2022 tax year is 125% of two megawatts of AC power, then the Net FILOT Payment for such year shall be increased by 25%. The Sponsor shall provide the County Administrator and Finance Director with report(s) (including third party reports, if applicable) not less frequently than annually, at the end of the calendar year, or any time the power generation capacity of the Project is increased, providing conclusive evidence of the then-current power generation capacity of the Project and the actual maximum power production of the Project since the last such report.

“Phase” or “Phases” in respect of the Project shall mean the Building and Equipment placed in service during each year of the Investment Period.

“Phase Termination Date” shall mean with respect to each Phase of the Project the day thirty (30) years after each such Phase of the Project becomes subject to the terms of this Fee Agreement with an option to extend the term for a further ten (10) years in accordance with the Act. Anything contained herein to the contrary notwithstanding, the last Phase Termination Date shall be no later than the later of: (a) December 31, 2054, unless an extension of time in which to complete the Project is granted by the County pursuant to Section 12-44-30(13) of the Act or (b) December 31 of the year of the expiration of the maximum period of years that the annual fee payment is available to the Sponsor under Section 12-44-30(20) of the Act, as amended.
“Project” shall mean the Structure and the Equipment, together with the acquisition and installation thereof as acquired, in Phases.

“Project Commitment” shall have the meaning set forth in the recitals to this Fee Agreement.

“Qualifying Infrastructure Costs” shall have the meaning set forth in Section 4.1 of this Fee Agreement.

“Real Property” shall mean the Land identified on Exhibit A, together with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto to the extent such become a part of the Project under this Fee Agreement, all improvements hereafter situated thereon and all fixtures hereafter attached thereto, to the extent such improvements and fixtures become part of the Project under this Fee Agreement.

“Replacement Property” shall mean any property which is placed in service as a replacement for any item of Equipment which is scrapped or sold by the Sponsor and treated as a Removed Component under Section 4.6 hereof regardless of whether such property serves the same function as the property it is replacing and regardless of whether more than one piece of property replaces any item of Equipment, but only to the extent that such property may be included in the calculation of the FILOT pursuant to Section 4.2 hereof and Section 12-44-60 of the Code.

“Special Source Revenue Credit” shall mean the Special Source Revenue Credit described in Section 4.1 hereof.

“Sponsor” shall mean Tarpon Solar I, LLC, a South Carolina limited liability company duly qualified to transact business in the State of South Carolina and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any assignee hereunder which is designated by the Sponsor and approved or ratified by the County.

“Structure” shall mean the structures and other improvements to be constructed or installed upon the Real Property as part of the implementation of the Project.

“Substantial Energy Generation” shall mean generation of at least 50% of energy capacity at the Project.

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

ARTICLE II
REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations of the County. The County hereby represents and warrants to the Sponsor as follows:

(a) The County is a body politic and corporate and a political subdivision of the State which acts through the County Council as its governing body and by the provisions of the Act is authorized and empowered to enter into the transactions contemplated by this Fee Agreement and to carry out its obligations hereunder. The County has duly authorized the execution and delivery of this Fee Agreement and any and all other agreements described herein or therein.
(b) Based on representations by the Sponsor, County Council evaluated the Project based on all relevant criteria including the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment resulting from the Project, and the anticipated costs and benefits to the County and following the evaluation, the County determined that (i) 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; (ii) the Project gives rise to no pecuniary liability of the County or any incorporated municipality and to no charge against the County’s general credit or taxing power; (iii) the purposes to be accomplished by the Project are proper governmental and public purposes; and (iv) the benefits of the Project are greater than the costs.

(c) Based on representations of the Sponsor, the County identified the Project, as a “project” on _______, 2019, by adopting an Inducement Resolution, as defined in the Act.

(d) By proper action of the County Council, the County has duly authorized the execution and delivery of this Agreement and any and all actions necessary and appropriate to consummate the transactions contemplated hereby.

(e) This Agreement has been duly executed and delivered on behalf of the County.

(f) The County agrees to use its best efforts to cause the Land to be located within the Multi-County Park, and the County will diligently take all reasonable acts to ensure that the Project will continuously be included with the boundaries of the Multi-County Park or another multi-county park in order that the maximum tax benefits afforded by the laws of the State of South Carolina for projects in the County located within multi-county industrial parks will be available to the Sponsor.

(g) No actions, suits, proceedings, inquiries, or investigations known to the undersigned representatives of the County are pending or threatened against or affecting the County in any court or before any governmental authority or arbitration board or tribunal, which could materially adversely affect the transactions contemplated by this Agreement or which could, in any way, adversely affect the validity or enforceability of this Agreement.

Section 2.2. Representations of the Sponsor. The Sponsor hereby represents and warrants to the County as follows:

(a) The Sponsor is duly organized and in good standing under the laws of the State of South Carolina, has power to enter into this Fee Agreement, and by proper company action has duly authorized the execution and delivery of this Fee Agreement.

(b) The Sponsor’s execution and delivery of this Fee Agreement and its compliance with the provisions hereof will not result in a default, not waived or cured, under any company restriction or any agreement or instrument to which the Sponsor is now a party or by which it is bound.

(c) The Sponsor intends to operate the Project as a “project” within the meaning of the Act as in effect on the date hereof. The Sponsor intends to develop, install or operate, as applicable solar power generating facilities, to conduct other legal activities and functions with respect thereto, and for such other purposes permitted under the Act as the Sponsor may deem appropriate.

(d) The availability of the payment in lieu of taxes with regard to the Economic Development Property authorized by the Act has induced the Sponsor to undertake the Project in the County.

(e) The Sponsor plans and commits to achieve its Project Commitment by the end of the Investment Period.
(f) The income tax year of the Sponsor, and accordingly the property tax year, for federal income tax purposes, ends on December 31.

(g) The Sponsor has retained legal counsel to confirm, or has had a reasonable opportunity to consult legal counsel to confirm, its eligibility for the FILOT and other incentives granted by this Fee Agreement and has not relied on the County, its officials, employees or legal representatives with respect to any question of eligibility or applicability of the FILOT and other incentives granted by this Fee Agreement.

ARTICLE III
THE PROJECT

Section 3.1. The Project. The Sponsor has acquired and/or installed since the Commencement Date or made plans for the acquisition and/or installation of certain Equipment on the Land which comprises the Project.

Pursuant to the Act, the Sponsor and the County hereby agree that the property comprising the Project shall be Economic Development Property as defined under the Act.

Section 3.2. Diligent Completion. The Sponsor agrees to use its reasonable efforts to cause the acquisition, construction and installation of the Project to be completed as soon as practicable.

ARTICLE IV
PAYMENTS IN LIEU OF TAXES

Section 4.1. Special Source Revenue Credit. The County hereby grants to the Sponsor, subject to the provisions herein, and the Sponsor hereby accepts from the County, a Special Source Revenue Credit, in reimbursement of investment in Qualifying Infrastructure Costs as described below, to be applied to its annual fee-in-lieu of taxes liability in an amount equal to the FILOT Payments due under this Fee Agreement, to be calculated as set forth in Section 4.2, minus the Net FILOT Payment. For illustration purposes, and only as a means of illustration, a formula of this calculation is shown on Exhibit B, attached hereto. In no event may the Sponsor’s aggregate Special Source Revenue Credit claimed pursuant to this Section exceed the aggregate amount of Qualifying Infrastructure Costs.

(a) The Special Source Revenue Credit shall be effective starting with the first property tax year following execution of this Fee Agreement and, so long as the Sponsor meets the Project Commitment within the Investment Period, shall remain effective for the entire Fee Term. For purposes of this Fee Agreement, “Qualifying Infrastructure Costs” shall include but not be limited to, the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the Project and for improved or unimproved real estate in connection with the Project, and any other such similar or like expenditures authorized by the Code.

(b) If for any reason the FILOT Payment to be made with respect to any year is less than the Net FILOT Payment, thus resulting in an SSRC that is a negative number, and if a court of competent jurisdiction holds or determines that a negative SSRC is not permitted under the Park Act, the Sponsor shall not be entitled to receive the SSRC with respect to such year and shall make an additional payment to the County that is equal to the difference between the Net FILOT Payment and the FILOT Payment of that given year. Any payment made under the foregoing sentence shall be due at the time the corresponding FILOT Payment is due, shall be treated as a FILOT Payment under this Fee Agreement and shall be subject to statutory interest.
if not paid when due pursuant to Section 12-54-25, Code of Laws of South Carolina 1976, as amended, as
allowed under the FILOT Act.

Section 4.2. Negotiated FILOT Payments. Pursuant to Section 12-44-50 of the Act, the Sponsor is
required to make payments in lieu of ad valorem taxes to the County with respect to the Project. Inasmuch
as the Sponsor anticipates the Project will involve an initial investment of sufficient sums to qualify to enter
into a fee in lieu of tax arrangement under Section 12-44-50(A)(1) of the Act, the County and the Sponsor
have negotiated the amount of the payments in lieu of taxes in accordance therewith. In accordance therewith, the Sponsor shall make payments in lieu of ad valorem taxes on all the Equipment, Structures
and Real Property which collectively comprise the Project and are placed in service, as follows: the Sponsor
shall make payments in lieu of ad valorem taxes with respect to each Phase of the Project placed in service
on or before each December 31 through December 31, 2024, 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, less the Special Source Revenue Credit. The amount of such equal
annual payments in lieu of taxes shall be determined by the following procedure (subject, in any event, to
the required procedures under the Act and to Section 4.4 hereof):

Step 1: Determine the fair market value of the improvements to the Real Property and Equipment in
the Phase of the Project placed in service in any given year for such year and for the following
29 years using the original income tax basis for State income tax purposes less depreciation
for each year allowable to the Sponsor for any Equipment as determined in accordance with
Title 12 of the Code, as amended and in effect on December 31 of the year in which each
Phase becomes subject to the Fee Agreement, except that no extraordinary obsolescence shall
be allowable but taking into account all applicable property tax exemptions which would be
allowed to the Sponsor under State law, if the property were taxable, except those exemptions
specifically disallowed under Section 12-44-50(A)(2) of the Act, as amended and in effect
on December 31 of the year in which each Phase becomes subject to the Fee Agreement. The
County and Sponsor also agree pursuant to Section 12-44-50(A)(1) of the Act that the value
of the Real Property included in any Phase of the Project shall be its fair market value as
determined by appraisal but the fair market value of the Real Property shall be subject to
reappraisal by the South Carolina Department of Revenue not more than once every five (5)
years.

Step 2: Apply an assessment ratio of 6% to the fair market value as determined for each year in Step
1 to establish the taxable value of each Phase of the Project in the year it is placed in service
and in each of the twenty-nine (29) years thereafter or such longer period of years that the
annual fee payment is permitted to be made by the Sponsor under the Act, as amended.

Step 3: Use a millage rate of 321.5 mils, or the combined millage rates set for the tax year 2019 by
the County and Anderson County School District (or the applicable school district) (these
combined millage rates being in effect on June 30 prior to the calendar year in which this
Agreement is signed as permitted by Section 12-44-50(A)(1)(d) of the Act) and any other
overlapping political units having taxing jurisdiction where the Real Property is located, to
determine the amount of the payments in lieu of taxes which would be due in each year of
the Fee Term on the payment dates prescribed by the County for such payments or such
longer period of years that the annual fee payment is permitted to be made by the Sponsor
under the Act, as amended.

Step 4: Reduce the calculated amounts determined in the previous Steps by the Special Source
Revenue Credit as described in Section 4.1 herein. The Special Source Revenue Credit shall
be, at the option of the County, shown on the bill sent by the County to the Sponsor, or paid
by a check from the County Treasurer.
In the event that it is determined by a final order of a court of competent jurisdiction or by agreement of the parties that the payment in lieu of taxes applicable to this transaction is to be calculated differently than described above, the payment shall be reset at the permitted level so determined.

In the event that the Act and/or the above-described payments in lieu of taxes are declared invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions that such payments and this Fee Agreement be reformed so as to most closely effectuate the legal, valid, and enforceable intent thereof and so as to afford the Sponsor with the benefits to be derived hereof, it being the intention of the County to offer the Sponsor an inducement to locate the Project in the County. If the Project is deemed to be subject to ad valorem taxation, the payment in lieu of ad valorem taxes to be paid to the County by the Sponsor shall become equal to the amount which 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 Project was and had not been Economic Development Property under the Act. In such event, any amount determined to be due and owing to the County from the Sponsor with respect to a year or years for which payments in lieu of ad valorem taxes have been previously remitted by the Sponsor to the County hereunder, shall be reduced by the total amount of payments in lieu of ad valorem taxes made by the Sponsor with respect to the Project pursuant to the terms hereof.

To the extent permitted by law, because the Negotiated FILOT Payments agreed to herein are intended to be paid by the Sponsor to the County in lieu of taxes, it is agreed that said Negotiated FILOT Payments shall not, as to any year, be in any amount greater than what would otherwise be payable by the Sponsor to the County in property taxes if the Sponsor had not entered into a fee-in-lieu of taxes arrangement with the County (except it is not intended that said Negotiated FILOT Payments would necessarily be less than such property taxes to the extent that the constitutional abatement of property taxes would otherwise apply).

If the Sponsor fails to meet the Act Minimum Investment Requirement by December 31, 2024, the Fee Agreement shall terminate and the Sponsor shall owe the County a retroactive tax payment in an amount equal to the difference between ad valorem property taxes on the Real Property and the Equipment subject to payments in lieu of taxes under this Fee Agreement computed as if this Fee Agreement had not been in effect for such retroactive period and FILOT Payments made under this Fee Agreement for that retroactive period, taking into account exemptions and/or abatements from property taxes that would have been available to the Sponsor, including but not limited to any exemption and/or abatement provided pursuant to Section 12-37-220(A)(7) of the Code (hereinafter "Retroactive Tax Payment"). The repayment obligations arising under this Section survives termination of this Fee Agreement.

Section 4.3. Payments in Lieu of Taxes on Replacement Property. If the Sponsor elects to replace any Removed Components (as defined below) and to substitute such Removed Components with Replacement Property as part of the Project, then, pursuant and subject to Section 12-44-60 of the Act, the Sponsor shall make statutory payments in lieu of ad valorem taxes with regard to such Replacement Property as follows (subject in all events to the applicable provisions of the Act):

(a) to the extent that the income tax basis of the Replacement Property (the "Replacement Value") is less than or equal to the original income tax basis of the Removed Components (the "Original Value") the amount of the payments in lieu of taxes to be made by the Sponsor with respect to such Replacement Property shall be calculated in accordance with Section 4.2 hereof; provided, however, in making such calculations, the original cost to be used in Step 1 of Section 4.2 shall be equal to the lesser of (x) the Replacement Value and (y) the Original Value, and the number of annual payments to be made with respect to the Replacement Property shall be equal to thirty (30) (or, if greater, the maximum number of years for which the annual fee payments are available to the Sponsor for each portion of the Project under the Act, as amended) minus the number of annual payments which have been made with respect
to the oldest Removed Components disposed of in the same property tax year as the Replacement Property is placed in service; and

(b) to the extent that the Replacement Value exceeds the Original Value of the Removed Components (the “Excess Value”), the payments in lieu of taxes to be made by the Sponsor with respect to the Excess Value shall be equal to the payment that would be due if the property were not Economic Development Property.

Section 4.4. Reductions in Payments in Lieu of Taxes Upon Removal, Condemnation or Casualty.
In the event of a Diminution in Value of any Phase of the Project, the payment in lieu of taxes with regard to that Phase of the Project shall be reduced in the same proportion as the amount of such Diminution in Value bears to the original fair market value of that Phase of the Project as determined pursuant to Step 1 of Section 4.2 hereof.

Section 4.5. Place and Allocation of Payments in Lieu of Taxes. The Sponsor shall make the above-described payments in lieu of taxes directly to the County in accordance with applicable law.

Section 4.6. Removal of Equipment. The Sponsor shall be entitled to remove the following types of components or Phases of the Project from the Project with the result that said components or Phases (the “Removed Components”) shall no longer be considered a part of the Project and shall no longer be subject to the terms of this Fee Agreement: (a) components or Phases which become subject to statutory payments in lieu of ad valorem taxes; (b) components or Phases of the Project or portions thereof which the Sponsor, in its sole discretion, determines to be inadequate, obsolete, uneconomic, worn-out, damaged, unsuitable, undesirable or unnecessary; or (c) components or Phases of the Project or portions thereof which the Sponsor, in their sole discretion, elects to remove pursuant to Section 4.7(c) or Section 4.8(b)(iii) hereof.

To the extent that the Special Source Revenue Credit is used as payment for personal property, including machinery and equipment, and the Removed Component is removed from the Project at any time during the life of the Negotiated FILOT Payment for said Removed Component, the amount of the Negotiated FILOT Payment on the Removed Component for the year in which the Removed Component was removed from the Project also shall be due for the two years immediately following the removal. To the extent that any Special Source Revenue Credits were used for both real property and personal property or infrastructure and personal property, all amounts will be presumed to have been first used for personal property. Notwithstanding the foregoing, if the Removed Component is removed from the Project but is replaced with qualifying Replacement Property, then the Removed Component will not be considered to have been removed from the property.

Section 4.7. Damage or Destruction of Project.

(a) Election to Terminate. In the event the Project is damaged by fire, explosion, or any other casualty, the Sponsor shall be entitled to terminate this Fee Agreement; provided, however, that (i) if there has been only partial damage of the Project due to any of such casualties and the Sponsor elects to terminate this Agreement, and (ii) the Sponsor has not met the Act Minimum Investment Requirement at the time of such termination, the Sponsor shall owe the County the Retroactive Tax Payment, but to the extent permitted by law if the Sponsor has met the Act Minimum Investment Requirement within the time period required under the Act, it shall owe no Retroactive Tax Payment.

(b) Election to Rebuild. In the event the Project is damaged by fire, explosion, or any other casualty, and if the Sponsor does not elect to terminate this Fee Agreement, the Sponsor may in their sole discretion commence to restore the Project with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Sponsor. All such restorations and replacements shall be considered, to the extent permitted by law, substitutions of the destroyed portions of the Project and shall be considered part of the Project for all
purposes hereof, including, but not limited to any amounts due by the Sponsor to the County under Section 4.2 hereof.

(c) *Election to Remove.* In the event the Sponsor elects not to terminate this Fee Agreement pursuant to subsection (a) and elects not to rebuild pursuant to subsection (b), the damaged portions of the Project shall be treated as Removed Components.

**Section 4.8. Condemnation.**

(a) *Complete Taking.* If at any time during the Fee Term title to or temporary use of the entire Project should become vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation or the right of eminent domain, or by voluntary transfer under threat of such taking, or in the event that title to a portion of the Project shall be taken rendering continued occupancy of the Project commercially infeasible in the judgment of the Sponsor, the Sponsor shall have the option to terminate this Fee Agreement as of the time of vesting of title by sending written notice to the County within a reasonable period of time following such vesting.

(b) *Partial Taking.* In the event of a partial taking of the Project or transfer in lieu thereof, the Sponsor may elect: (i) to terminate this Fee Agreement; provided, however, that if the Sponsor has not met the Act Minimum Investment Requirement at the time of such termination, the Sponsor shall owe the County the Retroactive Tax Payment, but to the extent permitted by law if the Sponsor has met the Act Minimum Investment Requirement within the time period required under the Act, it shall owe no Retroactive Tax Payment; (ii) to repair and restore the Project, with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Sponsor; or (iii) to treat the portions of the Project so taken as Removed Components.

**Section 4.9. Merger of Sponsor with Related Party.** The County agrees that, without again obtaining the approval of the County (to the extent permitted by the Act), the Sponsor may merge with or be acquired by a related party so long as the surviving company has an equal or greater net asset value of the Sponsor and the merged entity assumes all duties and liabilities of the Sponsor set forth in this Fee Agreement.

**Section 4.10. Indemnification Covenants.**

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

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

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

(d) Notwithstanding anything herein to the contrary, the Sponsor is not required to indemnify any Indemnified Party against or reimburse the County for costs arising from any claim or liability (i) occasioned by the acts of that Indemnified Party, which are unrelated to the execution of this Fee Agreement, performance of the County’s obligations under this Fee Agreement, or the administration of its duties under this Fee Agreement, or otherwise by virtue of the County having entered into this Fee Agreement; or (ii) resulting from that Indemnified Party’s own negligence, bad faith, fraud, deceit, or willful misconduct.

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

Section 4.11. Confidentiality/Limitation on Access to Project. The County acknowledges and understands that the Sponsor utilizes confidential and proprietary “state-of-the-art” trade equipment and techniques and that a disclosure of any information relating to such equipment or techniques, including but not limited to disclosures of financial or other information concerning the Sponsor’s operations would result in substantial harm to the Sponsor. The Sponsor may clearly label any Confidential Information delivered to the County pursuant to this Fee Agreement as confidential information (“Confidential Information”). Therefore, subject to the provisions of Section 4.12 hereof, the County agrees that, except as required by law and pursuant to the County’s police powers and except as deemed reasonably necessary by the County in the performance of its duties as tax assessor and collector, and/or its duties as Auditor, neither the County nor any employee, agent or contractor of the County: (i) shall request or be entitled to receive any such Confidential Information; (ii) shall request or be entitled to inspect the Project or any property associated therewith; provided, however, that if an Event of Default shall have occurred and be continuing hereunder, the County shall be entitled to inspect the Project provided they shall comply with the remaining provisions of this Section; or (iii) shall disclose or otherwise divulge any such Confidential Information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by State law. Prior to disclosing any confidential or proprietary information or allowing inspections of the Project or any property associated therewith, the Sponsor may require the execution of reasonable, individual, confidentiality and non-disclosure agreements by any officers, employees or agents of the County or any supporting or cooperating governmental agencies who would gather, receive or review such information or conduct or review the results of any inspections.

Section 4.12. Records and Reports. The Sponsor agrees to maintain or cause to be maintained and will make available to the County for inspection upon request of the County such books and records with respect to the Project as will permit the identification of the Equipment placed in service in each property tax year during the Investment Period, the amount of investment with respect thereto, and its computations of all payments in lieu of taxes made hereunder and to comply with all reporting requirements of the State of South Carolina and the County applicable to property subject to payments in lieu of taxes under the Act, including without limitation the reports required by Section 12-44-90 of the Act (collectively, “Filings”).

Notwithstanding any other provision of this Section 4.12, the Sponsor may designate as Confidential Information any Filings delivered to the County segments thereof that the Sponsor believes contain proprietary, confidential, or trade secret matters. The County shall conform, to the extent permitted by law, with all reasonable, written requests made by the Sponsor with respect to maintaining confidentiality of such designated segments.
Section 4.13. Payment of Administrative Expenses. The Sponsor will reimburse the County from time to time for its Administrative Expenses promptly upon written request therefor, but in no event later than 60 days after receiving written notice from the County including a general statement of the amount and nature of the Administration Expense and requesting the payment of the same. The payment by the Sponsor of the County’s Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County’s choice.

Section 4.14. Collection and Enforcement Rights of County. The parties acknowledge that, as provided in Section 12-44-90 of the Code, the County’s right to receive payments in lieu of taxes hereunder shall be the same as its rights conferred under Title 12 of the Code relating to the collection and enforcement of ad valorem property taxes and, for purposes of this application, payments in lieu of taxes due hereunder shall be considered a property tax.

Section 4.15. Assignment and Subletting. This Fee Agreement may be assigned, in whole or in part and the Project may be subleased as a whole or in part by the Sponsor so long as such assignment or sublease is made in compliance with Section 12-44-120 of the Act; provided, however, that in connection with any assignment or total subleasing by the Sponsor in which the Sponsor requests the release of the Sponsor from this Fee Agreement, the consent of the County shall be required, which consent shall not be unreasonably withheld. The County hereby consents to transfers not requiring its consent, and to the extent any required or further consent is requested, the County may do so by passage of a Resolution.

Section 4.16. County’s Estoppel Certificates for Sponsor’s Financing Transactions. The County agrees to deliver, and hereby authorizes the County Administrator to execute and deliver on behalf of the County without further action required on the part of the County Council, all at the expense of the Sponsor, respectively, any estoppel certificates, acknowledgements or other documents certifying, to the County Administrator’s knowledge, the full force and effect of this Fee Agreement and the absence of any default hereunder and acknowledging the continuing validity of this Fee Agreement after its transfer required in any financing related transfers authorized by Section 12-44-120 of the Act, as may be reasonably requested by the Sponsor or any lender of the Sponsor from time to time in connection with any financing arrangement or financing related transfers made by the Sponsor as contemplated under Section 12-44-120 of the Act.

Section 4.17. Sponsor’s Continuing Obligations After Termination by Sponsor. In the event the Sponsor terminates this Fee Agreement, the Sponsor shall continue to be obligated to the County for its indemnification covenants under Section 4.10, the payment of outstanding Administrative Expenses under Section 4.13, and any outstanding payments in lieu of taxes under Article IV or retroactive payments required under this Fee Agreement or the Act.

Section 4.18. Events of Default. The following shall be “Events of Default” under this Fee Agreement, and the term “Events of Default” shall mean, whenever used with reference to this Fee Agreement, any one or more of the following occurrences:

(a) Failure by the Sponsor to make, upon levy, the payments in lieu of taxes described in Section 4.2 hereof; provided, however, that the Sponsor shall be entitled to all redemption rights granted by applicable statutes; or

(b) Failure by the Sponsor to perform any of the other material terms, conditions, obligations or covenants of the Sponsor hereunder, which failure shall continue for a period of ninety (90) days after written notice from the County to the Sponsor specifying such failure and requesting that it be remedied, unless the County shall agree in writing to an extension of such time prior to its expiration.
Section 4.19. Remedies on Default. Whenever any Event of Default shall have occurred and shall be continuing, the County, after having given written notice to the Sponsor of such default and after the expiration of a thirty (30) day cure period the County shall grant to the Sponsor (which cure period shall not be applicable in the case of failure to make the payments in lieu of taxes due under this Fee Agreement), may take any one or more of the following remedial actions:

(a) Terminate the Fee Agreement; or

(b) Take whatever action at law or in equity may appear necessary or desirable to collect the other amounts due and thereafter to become due or to enforce performance and observance of any obligation, agreement or covenant of the Sponsor under this Fee Agreement.

Section 4.20. Remedies Not Exclusive. No remedy conferred upon or reserved to the County under this Fee Agreement is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other lawful remedy now or hereafter existing. No delay or omission to exercise any right or power accruing upon any continuing default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the County to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as may be herein expressly required and such notice required at law or equity which the Sponsor is not competent to waive.

Section 4.21. Decommissioning the Project. The Sponsor shall obtain a bond listing the County as obligee in an amount sufficient to ensure performance of Sponsor’s Decommissioning obligations upon abandonment, termination of the lease governing the Land, or other termination of the Project by the Sponsor, and taking into consideration the salvage value of the Equipment. The obligations arising under this Section survive termination of this Fee Agreement.

ARTICLE V
MISCELLANEOUS

Section 5.1. 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:

AS TO THE COUNTY: Anderson County, South Carolina
Attn: Anderson County Administrator
101 S Main St.
Anderson, SC 29624

WITH COPIES TO: Leon Harmon
Anderson County Attorney
101 S Main St.
Anderson, SC 29624

James K. Price
Nexsen Pruet, LLC
Section 5.2. Binding Effect. This Fee Agreement and each document contemplated hereby or related hereto shall be binding upon and inure to the benefit of the Sponsor and the County and their respective successors and assigns. In the event of the dissolution of the County or the consolidation of any party 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 5.3. 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 5.4. 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 of South Carolina.

Section 5.5. 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 5.6. Amendments. The provisions of this Fee Agreement may only be modified or amended in writing by an agreement or agreements entered into between the parties.

Section 5.7. Further Assurance. From time to time the County agrees to execute and deliver to the Sponsor such additional instruments as the Sponsor may reasonably request to effectuate the purposes of this Fee Agreement.

Section 5.8. Severability. 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 so as to most closely effectuate the legal, valid and enforceable intent thereof and so as to afford the Sponsor with the maximum benefits to be derived herefrom, it being the intention of the County to offer the Sponsor the strongest inducement possible to locate the Project in the County.

Section 5.9. Limited Obligation. ANY OBLIGATION OF THE COUNTY CREATED BY OR ARISING OUT OF THIS FEE AGREEMENT SHALL BE A LIMITED OBLIGATION OF THE COUNTY, PAYABLE BY THE COUNTY SOLELY FROM THE PROCEEDS DERIVED UNDER THIS
FEE AGREEMENT AND SHALL NOT UNDER ANY CIRCUMSTANCES BE DEEMED TO CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION.

Section 5.10. Force Majeure. Except for payments in lieu of taxes under this Fee Agreement the due dates of which are statutorily mandated, the Sponsor shall not be responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fire, floods, inability to obtain materials, conditions arising from government orders, acts or regulations, war or national emergency, or acts of God.

Section 5.11. Execution Disclaimer. Notwithstanding any other provisions, the County is executing this Fee Agreement as a statutory accommodation to assist the Sponsor in achieving the intended benefits and purposes of the Act. The County has made no independent legal or factual investigation regarding the particulars of this transaction and it executes this Fee Agreement in reliance upon representations by the Sponsor that this document complies with all laws and regulations, particularly those pertinent to industrial development projects in South Carolina.

[Signature page follows]
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 its Chairman and to be attested by the County Manager; and the Sponsor has caused this Fee Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

ANDERSON COUNTY, SOUTH CAROLINA

By: ____________________________
    Tommy Dunn, Chairman
    Anderson County Council

ATTEST:

Lacey Croegaert, Clerk to Council
Anderson County Council

SPONSOR:

TARPON SOLAR I, LLC

By: Paul Fleury
Its: Manager
Exhibit A

Description of Real Estate

A portion of that certain piece, parcel, or tract of land, with all improvements thereon, situate lying or being in the County of Anderson, State of South Carolina, bearing Tax Map Number 043-00-06-001-000.
Exhibit B

Illustration of Special Source Revenue Credit Calculation

Negotiated FILOT Payment
(Fair Market Value (as adjusted for depreciation) x 6% Assessment Ratio x 321.5 mils)

- Net FILOT Payment
($7,400 (as adjusted for increases in power production))

= The Special Source Revenue Credit
(for the applicable year)
FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT

BETWEEN

ANDERSON SOLAR FARM, LLC AS SPONSOR

AND

ANDERSON COUNTY, SOUTH CAROLINA

EFFECTIVE AS OF ____________, 2019
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FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT

THIS FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT ("Fee Agreement") is entered into, effective, as of ____________, 2019, between Anderson County, South Carolina ("County"), a body politic and corporate and a political subdivision of the State of South Carolina ("State"), acting through the Anderson County Council ("County Council") as the governing body of the County, and Anderson Solar Farm, LLC, a limited liability company organized and existing under the laws of the State of South Carolina ("Sponsor"), previously identified as Project Tarpon.

WITNESSETH:

WHEREAS, the County is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 (the "Act") of the Code of Laws of South Carolina 1976, as amended (the "Code") and the Multi-County Park Act (as defined herein): (i) to enter into agreements with certain entities meeting the requirements of the Act to construct, operate, maintain, and improve certain industrial and commercial properties through which the economic development of the State of South Carolina will be promoted and trade developed by inducing corporate headquarters, manufacturing and commercial enterprises to locate and remain in the State of South Carolina and thus utilize and employ the manpower, agricultural products, and natural resources of the State; (ii) to covenant with such investors to accept certain payments in lieu of ad valorem taxes with respect to the project; and (iii) to maintain, create or expand, 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

WHEREAS, the Sponsor is a wholly owned subsidiary of Southern Current, LLC, a limited liability company organized and existing under the laws of the State of Delaware;

WHEREAS, the Sponsor proposes to develop, install or operate, as applicable solar power generating facilities located at a leased site situated east of Lewis Street (the "Land") in Anderson County, South Carolina (the "Project");

WHEREAS, the Project will involve an investment which, but for this Fee Agreement, would have a value for ad valorem taxation purposes, of not less than $3,250,000 within the time period required under the Act ("Project Anderson Solar Farm"), meeting the minimum investment requirement under the Act;

WHEREAS, pursuant to the Act, the County has determined that (a) the Project (as defined herein) is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefit not otherwise adequately provided locally; (b) the Project gives rise to no pecuniary liability of the County or incorporated municipality and to no charge against its general credit or taxing power; (c) the purposes to be accomplished by the Project are proper governmental and public purposes; and (d) the benefits of the Project to the public are greater than the costs to the public;

WHEREAS, the County Council adopted an Inducement Resolution on ____________, 2019, (the "Resolution"), wherein the County Council, as an inducement to the Sponsor to develop the Project, committed the County to enter into, and authorized the County Administrator, County Attorney and the Executive Director of the Anderson County Economic Development Commission to negotiate with the Sponsor the terms of, this Fee Agreement;

WHEREAS, the County Council adopted an ordinance on _________________, 2019 (the "Fee Ordinance"), as an inducement to the Sponsor to develop the Project and at the Sponsor's request, the County Council authorized the County to enter into this Fee Agreement as a fee-in-lieu of ad valorem tax
agreement with the Sponsor which identifies the property comprising the Project as Economic Development Property under the Act subject to the terms and conditions hereof;

WHEREAS, the Project constitutes Economic Development Property within the meaning of the Act; and

WHEREAS, for the purposes set forth above, based solely on information provided by the Sponsor to the County, the County has determined that it is in the best interests of the County to enter into this Fee Agreement with the Sponsor subject to the terms and conditions herein set forth.

NOW, THEREFORE, AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, the parties hereto agree as follows, with the understanding that no obligation of the County described herein shall create a pecuniary liability or charge upon its general credit or taxing powers, but shall be payable solely out of the sources of payment described herein and shall not under any circumstances be deemed to constitute a general obligation to the County:

ARTICLE I
PROJECT OVERVIEW

Section 1.1. Agreement to Waive Requirement of Recapitulation. Pursuant to Section 12-44-55(B) of the Act, the County and the Sponsor agree to waive the requirement of including in this Agreement the recapitulation information as set forth in Section 12-44-55(A) of the Act. If the Sponsor should be required to retroactively comply with the recapitulation requirements of Section 12-44-55 of the Act, then the County agrees, to the extent permitted by law, to waive all penalties of the County for the Sponsor's noncompliance that are within the County’s control.

Section 1.2. Rules of Construction; Defined Terms. In addition to the words and terms elsewhere defined in this Fee Agreement, the terms defined in this Article shall have the meaning herein specified, unless the context clearly requires otherwise. The definition of any document shall include any amendments to that document, unless the context clearly indicates otherwise.

“Abandonment” shall mean the failure of the Company to achieve Substantial Energy Generation at the Project for a period of one year after the Project has been placed in service.

“Act” shall mean Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended, and all future acts supplemental thereto or amendatory thereof.

“Act Minimum Investment Requirement” shall mean an investment of at least $2,500,000 by the Sponsors of eligible economic development property under the Act.

“Administrative Expenses” shall mean the reasonable and necessary expenses, including attorneys' fees, incurred by the County with respect to the Project and this Fee Agreement.

“Authorized Sponsor Representative” shall mean any person designated from time to time to act on behalf of the Sponsor as evidenced by a written certificate or certificates furnished to the County containing the specimen signature of each such person, signed on behalf of the Sponsor by its Manager, its President, one of its vice presidents, its general counsel, its secretary or any assistant secretary. Such certificates may designate an alternate or alternates, and may designate different Authorized Sponsor Representatives to act for the Sponsor with respect to different sections of this Fee Agreement.

“Chairman” shall mean the Chairman of the County Council of Anderson County, South Carolina.
“Closing” or “Closing Date” shall mean the date of the execution and delivery hereof.


“Commencement Date” shall mean the last day of the property tax year during which Economic Development Property is first placed in service, except that this date must not be later than the last day of the property tax year which is three years from the year in which the County and the Sponsor execute this Fee Agreement.

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

“County Administrator” shall mean the person appointed by the County Council to act as county administrator of the County at any one time during the term of this Fee Agreement, or in the event that the form of government of the County changes from that which is in place at the time of the execution of this Fee Agreement, the person who is authorized to perform the managerial and/or administrative duties presently assigned to the County Administrator.

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

“Decommissioning” shall mean the removal and proper disposal of all Equipment, stabilization and rehabilitation of the Land, and restoration of the Land to its original state.

“Diminution of Value” in respect of any Phase of the Project shall mean any reduction in the value based on original fair market value as determined in Step 1 of Section 4.2 of this Fee Agreement, of the items which constitute a part of the Phase which may be caused by (i) the Sponsor’s removal of equipment pursuant to Section 4.6 of this Fee Agreement, (ii) a casualty to the Phase of the Project, or any part thereof, described in Section 4.7 of this Fee Agreement or (iii) a condemnation to the Phase of the Project, or any part thereof, described in Section 4.8 of this Fee Agreement.

“Economic Development Property” shall mean all items of real and tangible personal property comprising the Project which are eligible for inclusion as economic development property under the Act, become subject to this Fee Agreement, and which are identified by the Sponsor in connection with its annual filing of a SCDOR PT-300 or comparable form with the South Carolina Department of Revenue (as such filing may be amended from time to time) for each year within the Investment Period. Title to all Economic Development Property shall at all times remain vested in the Sponsor, except as may be necessary to take advantage of Section 12-44-160 of the Act.

“Equipment” shall mean all of the equipment and fixtures, together with any and all additions, accessions, replacements and substitutions thereto or therefor to the extent such equipment and fixtures become a part of the Project under this Fee Agreement.

“Event of Default” shall mean any Event of Default specified in Section 4.18 of this Fee Agreement.

“Fee Agreement” shall mean this Fee-In-Lieu of Ad Valorem Taxes Agreement.

“Fee Term” or “Term” shall mean the period from the date of delivery of this Fee Agreement until the last Phase Termination Date unless sooner terminated or extended pursuant to the terms of this Fee Agreement.

“FILOT” shall mean the fee-in-lieu of taxes, which the Sponsor is obligated to pay to the County pursuant to Section 4.2 hereof.

Ordinance 2019-008
“FILOT Payments” shall mean the payments to be made by the Sponsor pursuant to Section 4.2 hereof.

“FILOT Revenues” shall mean the revenues received by the County from the Sponsor’s payment of the FILOT.

“Investment Period” shall mean the period commencing in 2019 and ending on the last day of the fifth property tax year following the earlier of the property tax year in which Economic Development Property is placed in service or the property tax year in which this Fee Agreement is executed; provided a later date may be agreed to by the Sponsor and County pursuant to Section 12-44-30(13) of the Act.

“Land” shall mean the real estate upon which the Project is to be located, as described on Exhibit A attached hereto, as Exhibit A may be supplemented from time to time in accordance with the provisions hereof.

“Multi-County Park” shall mean that multi-county industrial/business park established pursuant to a qualifying agreement with Greenville County, dated November 16, 2010, and any amendments thereto (the “Multi County Park Agreement”).

“Multi-County Park Act” shall mean Title 4, Chapter 1 of the Code, as amended through the date hereof.

“Negotiated FILOT Payments” shall mean the FILOT payments due pursuant to Section 4.2 hereof with respect to that portion of the Project consisting of Economic Development Property.

“Net FILOT Payment” shall mean a total annual payment of $7,400 for the entire term of this Fee Agreement, for those years for which a FILOT payment is due hereunder. It is anticipated that the first Net FILOT Payment due hereunder shall be the payment for property tax year 2019, due and payable to the County on or before January 15, 2020. Provided, the Net FILOT Payments shall be increased in any year in which the total power generation capacity of the Project exceeds two megawatts of AC power, in proportion to the excess. For example, and by way of example only, if the total power generation capacity of the Project as of the last day of the 2022 tax year is 125% of two megawatts of AC power, then the Net FILOT Payment for such year shall be increased by 25%. The Sponsor shall provide the County Administrator and Finance Director with report(s) (including third party reports, if applicable) not less frequently than annually, at the end of the calendar year, or any time the power generation capacity of the Project is increased, providing conclusive evidence of the then-current power generation capacity of the Project and the actual maximum power production of the Project since the last such report.

“Phase” or “Phases” in respect of the Project shall mean the Building and Equipment placed in service during each year of the Investment Period.

“Phase Termination Date” shall mean with respect to each Phase of the Project the day thirty (30) years after each such Phase of the Project becomes subject to the terms of this Fee Agreement with an option to extend the term for a further ten (10) years in accordance with the Act. Anything contained herein to the contrary notwithstanding, the last Phase Termination Date shall be no later than the later of: (a) December 31, 2054, unless an extension of time in which to complete the Project is granted by the County pursuant to Section 12-44-30(13) of the Act or (b) December 31 of the year of the expiration of the maximum period of years that the annual fee payment is available to the Sponsor under Section 12-44-30(20) of the Act, as amended.

“Project” shall mean the Structure and the Equipment, together with the acquisition and installation thereof as acquired, in Phases.

“Project Commitment” shall have the meaning set forth in the recitals to this Fee Agreement.
“Qualifying Infrastructure Costs” shall have the meaning set forth in Section 4.1 of this Fee Agreement.

“Real Property” shall mean the Land identified on Exhibit A, together with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto to the extent such become a part of the Project under this Fee Agreement, all improvements hereafter situated thereon and all fixtures hereafter attached thereto, to the extent such improvements and fixtures become part of the Project under this Fee Agreement.

“Replacement Property” shall mean any property which is placed in service as a replacement for any item of Equipment which is scrapped or sold by the Sponsor and treated as a Removed Component under Section 4.6 hereof regardless of whether such property serves the same function as the property it is replacing and regardless of whether more than one piece of property replaces any item of Equipment, but only to the extent that such property may be included in the calculation of the FILOT pursuant to Section 4.2 hereof and Section 12-44-60 of the Code.

“Special Source Revenue Credit” shall mean the Special Source Revenue Credit described in Section 4.1 hereof.

“Sponsor” shall mean Anderson Solar Farm, LLC, a South Carolina limited liability company duly qualified to transact business in the State of South Carolina and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any assignee hereunder which is designated by the Sponsor and approved or ratified by the County.

“Structure” shall mean the structures and other improvements to be constructed or installed upon the Real Property as part of the implementation of the Project.

“Substantial Energy Generation” shall mean generation of at least 50% of energy capacity at the Project.

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

ARTICLE II
REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations of the County. The County hereby represents and warrants to the Sponsor as follows:

(a) The County is a body politic and corporate and a political subdivision of the State which acts through the County Council as its governing body and by the provisions of the Act is authorized and empowered to enter into the transactions contemplated by this Fee Agreement and to carry out its obligations hereunder. The County has duly authorized the execution and delivery of this Fee Agreement and any and all other agreements described herein or therein.

(b) Based on representations by the Sponsor, County Council evaluated the Project based on all relevant criteria including the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment resulting from the Project, and the anticipated costs and benefits to the County and following the evaluation, the County determined that (i) 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; (ii) the Project gives rise to no pecuniary liability of the County or any
incorporated municipality and to no charge against the County's general credit or taxing power; (iii) the purposes to be accomplished by the Project are proper governmental and public purposes; and (iv) the benefits of the Project are greater than the costs.

(c) Based upon representations of the Sponsor, the County identified the Project, as a “project” on __________, 2019, by adopting an Inducement Resolution, as defined in the Act.

(d) By proper action of the County Council, the County has duly authorized the execution and delivery of this Agreement and any and all actions necessary and appropriate to consummate the transactions contemplated hereby.

(e) This Agreement has been duly executed and delivered on behalf of the County.

(f) The County agrees to use its best efforts to cause the Land to be located within the Multi-County Park, and the County will diligently take all reasonable acts to ensure that the Project will continuously be included with the boundaries of the Multi-County Park or another multi-county park in order that the maximum tax benefits afforded by the laws of the State of South Carolina for projects in the County located within multi-county industrial parks will be available to the Sponsor.

(g) No actions, suits, proceedings, inquiries, or investigations known to the undersigned representatives of the County are pending or threatened against or affecting the County in any court or before any governmental authority or arbitration board or tribunal, which could materially adversely affect the transactions contemplated by this Agreement or which could, in any way, adversely affect the validity or enforceability of this Agreement.

Section 2.2. Representations of the Sponsor. The Sponsor hereby represents and warrants to the County as follows:

(a) The Sponsor is duly organized and in good standing under the laws of the State of South Carolina, has power to enter into this Fee Agreement, and by proper company action has duly authorized the execution and delivery of this Fee Agreement.

(b) The Sponsor’s execution and delivery of this Fee Agreement and its compliance with the provisions hereof will not result in a default, not waived or cured, under any company restriction or any agreement or instrument to which the Sponsor is now a party or by which it is bound.

(c) The Sponsor intends to operate the Project as a “project” within the meaning of the Act as in effect on the date hereof. The Sponsor intends to develop, install or operate, as applicable solar power generating facilities, to conduct other legal activities and functions with respect thereto, and for such other purposes permitted under the Act as the Sponsor may deem appropriate.

(d) The availability of the payment in lieu of taxes with regard to the Economic Development Property authorized by the Act has induced the Sponsor to undertake the Project in the County.

(e) The Sponsor plans and commits to achieve its Project Commitment by the end of the Investment Period.

(f) The income tax year of the Sponsor, and accordingly the property tax year, for federal income tax purposes, ends on December 31.

(g) The Sponsor has retained legal counsel to confirm, or has had a reasonable opportunity to consult legal counsel to confirm, its eligibility for the FILOT and other incentives granted by this Fee Agreement.

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and has not relied on the County, its officials, employees or legal representatives with respect to any question of eligibility or applicability of the FILOT and other incentives granted by this Fee Agreement.

**ARTICLE III**

**THE PROJECT**

Section 3.1. *The Project.* The Sponsor has acquired and/or installed since the Commencement Date or made plans for the acquisition and/or installation of certain Equipment on the Land which comprises the Project.

Pursuant to the Act, the Sponsor and the County hereby agree that the property comprising the Project shall be Economic Development Property as defined under the Act.

Section 3.2. *Diligent Completion.* The Sponsor agrees to use its reasonable efforts to cause the acquisition, construction and installation of the Project to be completed as soon as practicable.

**ARTICLE IV**

**PAYMENTS IN LIEU OF TAXES**

Section 4.1. *Special Source Revenue Credit.* The County hereby grants to the Sponsor, subject to the provisions herein, and the Sponsor hereby accepts from the County, a Special Source Revenue Credit, in reimbursement of investment in Qualifying Infrastructure Costs as described below, to be applied to its annual fee-in-lieu of taxes liability in an amount equal to the FILOT Payments due under this Fee Agreement, to be calculated as set forth in Section 4.2, minus the Net FILOT Payment. For illustration purposes, and only as a means of illustration, a formula of this calculation is shown on Exhibit B, attached hereto. In no event may the Sponsor’s aggregate Special Source Revenue Credit claimed pursuant to this Section exceed the aggregate amount of Qualifying Infrastructure Costs.

(a) The Special Source Revenue Credit shall be effective starting with the first property tax year following execution of this Fee Agreement and, so long as the Sponsor meets the Project Commitment within the Investment Period, shall remain effective for the entire Fee Term. For purposes of this Fee Agreement, “Qualifying Infrastructure Costs” shall include but not be limited to, the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the Project and for improved or unimproved real estate in connection with the Project, and any other such similar or like expenditures authorized by the Code.

(b) If for any reason the FILOT Payment to be made with respect to any year is less than the Net FILOT Payment, thus resulting in an SSRC that is a negative number, and if a court of competent jurisdiction holds or determines that a negative SSRC is not permitted under the Park Act, the Sponsor shall not be entitled to receive the SSRC with respect to such year and shall make an additional payment to the County that is equal to the difference between the Net FILOT Payment and the FILOT Payment of that given year. Any payment made under the foregoing sentence shall be due at the time the corresponding FILOT Payment is due, shall be treated as a FILOT Payment under this Fee Agreement and shall be subject to statutory interest if not paid when due pursuant to Section 12-54-25, Code of Laws of South Carolina 1976, as amended, as allowed under the FILOT Act.

Section 4.2. *Negotiated FILOT Payments.* Pursuant to Section 12-44-50 of the Act, the Sponsor is required to make payments in lieu of ad valorem taxes to the County with respect to the Project. Inasmuch as the Sponsor anticipates the Project will involve an initial investment of sufficient sums to qualify to enter into a fee in lieu of tax arrangement under Section 12-44-50(A)(1) of the Act, the County and the Sponsor have negotiated the amount of the payments in lieu of taxes in accordance therewith. In accordance
herewith, the Sponsor shall make payments in lieu of *ad valorem* taxes on all the Equipment, Structures and Real Property which collectively comprise the Project and are placed in service, as follows: the Sponsor shall make payments in lieu of *ad valorem* taxes with respect to each Phase of the Project placed in service on or before each December 31 through December 31, 2024, 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, less the Special Source Revenue Credit. The amount of such equal annual payments in lieu of taxes shall be determined by the following procedure (subject, in any event, to the required procedures under the Act and to Section 4.4 hereof):

**Step 1:** Determine the fair market value of the improvements to the Real Property and Equipment in the Phase of the Project placed in service in any given year for such year and for the following 29 years using the original income tax basis for State income tax purposes less depreciation for each year allowable to the Sponsor for any Equipment as determined in accordance with Title 12 of the Code, as amended and in effect on December 31 of the year in which each Phase becomes subject to the Fee Agreement, except that no extraordinary obsolescence shall be allowable but taking into account all applicable property tax exemptions which would be allowed to the Sponsor under State law, if the property were taxable, except those exemptions specifically disallowed under Section 12-44-50(A)(2) of the Act, as amended and in effect on December 31 of the year in which each Phase becomes subject to the Fee Agreement. The County and Sponsor also agree pursuant to Section 12-44-50(A)(1) of the Act that the value of the Real Property included in any Phase of the Project shall be its fair market value as determined by appraisal but the fair market value of the Real Property shall be subject to reappraisal by the South Carolina Department of Revenue not more than once every five (5) years.

**Step 2:** Apply an assessment ratio of 6% to the fair market value as determined for each year in Step 1 to establish the taxable value of each Phase of the Project in the year it is placed in service and in each of the twenty-nine (29) years thereafter or such longer period of years that the annual fee payment is permitted to be made by the Sponsor under the Act, as amended.

**Step 3:** Use a millage rate of 321.5 mils, or the combined millage rates set for the tax year 2019 by the County and Anderson County School District (or the applicable school district) (these combined millage rates being in effect on June 30 prior to the calendar year in which this Agreement is signed as permitted by Section 12-44-50(A)(1)(d) of the Act) and any other overlapping political units having taxing jurisdiction where the Real Property is located, to determine the amount of the payments in lieu of taxes which would be due in each year of the Fee Term on the payment dates prescribed by the County for such payments or such longer period of years that the annual fee payment is permitted to be made by the Sponsor under the Act, as amended.

**Step 4:** Reduce the calculated amounts determined in the previous Steps by the Special Source Revenue Credit as described in Section 4.1 herein. The Special Source Revenue Credit shall be, at the option of the County, shown on the bill sent by the County to the Sponsor, or paid by a check from the County Treasurer.

In the event that it is determined by a final order of a court of competent jurisdiction or by agreement of the parties that the payment in lieu of taxes applicable to this transaction is to be calculated differently than described above, the payment shall be reset at the permitted level so determined.

In the event that the Act and/or the above-described payments in lieu of taxes are declared invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions that such payments and this Fee Agreement be reformed so as to most closely effectuate the legal, valid, and enforceable intent thereof and so as to afford the Sponsor with the benefits to be derived hereof, it being the intention of the
County to offer the Sponsor an inducement to locate the Project in the County. If the Project is deemed to be subject to ad valorem taxation, the payment in lieu of ad valorem taxes to be paid to the County by the Sponsor shall become equal to the amount which 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 Project was and had not been Economic Development Property under the Act. In such event, any amount determined to be due and owing to the County from the Sponsor with respect to a year or years for which payments in lieu of ad valorem taxes have been previously remitted by the Sponsor to the County hereunder, shall be reduced by the total amount of payments in lieu of ad valorem taxes made by the Sponsor with respect to the Project pursuant to the terms hereof.

To the extent permitted by law, because the Negotiated FILOT Payments agreed to herein are intended to be paid by the Sponsor to the County in lieu of taxes, it is agreed that said Negotiated FILOT Payments shall not, as to any year, be in any amount greater than what would otherwise be payable by the Sponsor to the County in property taxes if the Sponsor had not entered into a fee-in-lieu of taxes arrangement with the County (except it is not intended that said Negotiated FILOT Payments would necessarily be less than such property taxes to the extent that the constitutional abatement of property taxes would otherwise apply).

If the Sponsor fails to meet the Act Minimum Investment Requirement by December 31, 2024, the Fee Agreement shall terminate and the Sponsor shall owe the County a retroactive tax payment in an amount equal to the difference between ad valorem property taxes on the Real Property and the Equipment subject to payments in lieu of taxes under this Fee Agreement computed as if this Fee Agreement had not been in effect for such retroactive period and FILOT Payments made under this Fee Agreement for that retroactive period, taking into account exemptions and/or abatements from property taxes that would have been available to the Sponsor, including but not limited to any exemption and/or abatement provided pursuant to Section 12-37-220(A)(7) of the Code (hereinafter “Retroactive Tax Payment”). The repayment obligations arising under this Section survives termination of this Fee Agreement.

Section 4.3. Payments in Lieu of Taxes on Replacement Property. If the Sponsor elects to replace any Removed Components (as defined below) and to substitute such Removed Components with Replacement Property as a part of the Project, then, pursuant and subject to Section 12-44-60 of the Act, the Sponsor shall make statutory payments in lieu of ad valorem taxes with regard to such Replacement Property as follows (subject in all events to the applicable provisions of the Act):

(a) to the extent that the income tax basis of the Replacement Property (the “Replacement Value”) is less than or equal to the original income tax basis of the Removed Components (the “Original Value”) the amount of the payments in lieu of taxes to be made by the Sponsor with respect to such Replacement Property shall be calculated in accordance with Section 4.2 hereof; provided, however, in making such calculations, the original cost to be used in Step 1 of Section 4.2 shall be equal to the lesser of (x) the Replacement Value and (y) the Original Value, and the number of annual payments to be made with respect to the Replacement Property shall be equal to thirty (30) (or, if greater, the maximum number of years for which the annual fee payments are available to the Sponsor for each portion of the Project under the Act, as amended) minus the number of annual payments which have been made with respect to the oldest Removed Components disposed of in the same property tax year as the Replacement Property is placed in service; and

(b) to the extent that the Replacement Value exceeds the Original Value of the Removed Components (the “Excess Value”), the payments in lieu of taxes to be made by the Sponsor with respect to the Excess Value shall be equal to the payment that would be due if the property were not Economic Development Property.

Section 4.4. Reductions in Payments in Lieu of Taxes Upon Removal, Condemnation or Casualty. In the event of a Diminution in Value of any Phase of the Project, the payment in lieu of taxes with regard to that Phase of the Project shall be reduced in the same proportion as the amount of such Diminution in
Value bears to the original fair market value of that Phase of the Project as determined pursuant to Step 1 of Section 4.2 hereof.

Section 4.5. Place and Allocation of Payments in Lieu of Taxes. The Sponsor shall make the above-described payments in lieu of taxes directly to the County in accordance with applicable law.

Section 4.6. Removal of Equipment. The Sponsor shall be entitled to remove the following types of components or Phases of the Project from the Project with the result that said components or Phases (the "Removed Components") shall no longer be considered a part of the Project and shall no longer be subject to the terms of this Fee Agreement: (a) components or Phases which become subject to statutory payments in lieu of ad valorem taxes; (b) components or Phases of the Project or portions thereof which the Sponsor, in its sole discretion, determines to be inadequate, obsolete, uneconomic, worn-out, damaged, unsuitable, undesirable or unnecessary; or (c) components or Phases of the Project or portions thereof which the Sponsor, in their sole discretion, elects to remove pursuant to Section 4.7(c) or Section 4.8(b)(iii) hereof. To the extent that the Special Source Revenue Credit is used as payment for personal property, including machinery and equipment, and the Removed Component is removed from the Project at any time during the life of the Negotiated FILOT Payment for said Removed Component, the amount of the Negotiated FILOT Payment on the Removed Component for the year in which the Removed Component was removed from the Project also shall be due for the two years immediately following the removal. To the extent that any Special Source Revenue Credits were used for both real property and personal property or infrastructure and personal property, all amounts will be presumed to have been first used for personal property. Notwithstanding the foregoing, if the Removed Component is removed from the Project but is replaced with qualifying Replacement Property, then the Removed Component will not be considered to have been removed from the property.

Section 4.7. Damage or Destruction of Project.

(a) Election to Terminate. In the event the Project is damaged by fire, explosion, or any other casualty, the Sponsor shall be entitled to terminate this Fee Agreement; provided, however, that (i) if there has been only partial damage of the Project due to any of such casualties and the Sponsor elects to terminate this Agreement, and (ii) the Sponsor has not met the Act Minimum Investment Requirement at the time of such termination, the Sponsor shall owe the County the Retroactive Tax Payment, but to the extent permitted by law if the Sponsor has met the Act Minimum Investment Requirement within the time period required under the Act, it shall owe no Retroactive Tax Payment.

(b) Election to Rebuild. In the event the Project is damaged by fire, explosion, or any other casualty, and if the Sponsor does not elect to terminate this Fee Agreement, the Sponsor may in their sole discretion commence to restore the Project with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Sponsor. All such restorations and replacements shall be considered, to the extent permitted by law, substitutions of the destroyed portions of the Project and shall be considered part of the Project for all purposes hereof, including, but not limited to any amounts due by the Sponsor to the County under Section 4.2 hereof.

(c) Election to Remove. In the event the Sponsor elects not to terminate this Fee Agreement pursuant to subsection (a) and elects not to rebuild pursuant to subsection (b), the damaged portions of the Project shall be treated as Removed Components.

Section 4.8. Condemnation.

(a) Complete Taking. If at any time during the Fee Term title to or temporary use of the entire Project should become vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation or the right of eminent domain, or by voluntary transfer under threat
of such taking, or in the event that title to a portion of the Project shall be taken rendering continued occupancy of the Project commercially infeasible in the judgment of the Sponsor, the Sponsor shall have the option to terminate this Fee Agreement as of the time of vesting of title by sending written notice to the County within a reasonable period of time following such vesting.

(b) Partial Taking. In the event of a partial taking of the Project or transfer in lieu thereof, the Sponsor may elect: (i) to terminate this Fee Agreement; provided, however, that if the Sponsor has not met the Act Minimum Investment Requirement at the time of such termination, the Sponsor shall owe the County the Retroactive Tax Payment, but to the extent permitted by law if the Sponsor has met the Act Minimum Investment Requirement within the time period required under the Act, it shall owe no Retroactive Tax Payment; (ii) to repair and restore the Project, with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Sponsor; or (iii) to treat the portions of the Project so taken as Removed Components.

Section 4.9. Merger of Sponsor with Related Party. The County agrees that, without again obtaining the approval of the County (to the extent permitted by the Act), the Sponsor may merge with or be acquired by a related party so long as the surviving company has an equal or greater net asset value of the Sponsor and the merged entity assumes all duties and liabilities of the Sponsor set forth in this Fee Agreement.

Section 4.10. Indemnification Covenants.

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

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

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

(d) Notwithstanding anything herein to the contrary, the Sponsor is not required to indemnify any Indemnified Party against or reimburse the County for costs arising from any claim or liability (i) occasioned by the acts of that Indemnified Party, which are unrelated to the execution of this Fee Agreement, performance of the County’s obligations under this Fee Agreement, or the administration of its duties under this Fee Agreement, or otherwise by virtue of the County having entered into this Fee Agreement; or (ii) resulting from that Indemnified Party’s own negligence, bad faith, fraud, deceit, or willful misconduct.

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

Section 4.11. Confidentiality/Limitation on Access to Project. The County acknowledges and
understands that the Sponsor utilizes confidential and proprietary “state-of-the-art” trade equipment and
techniques and that a disclosure of any information relating to such equipment or techniques, including but
not limited to disclosures of financial or other information concerning the Sponsor’s operations would result
in substantial harm to the Sponsor. The Sponsor may clearly label any Confidential Information delivered
to the County pursuant to this Fee Agreement as confidential information (“Confidential Information”).
Therefore, subject to the provisions of Section 4.12 hereof, the County agrees that, except as required by
law and pursuant to the County’s police powers and except as deemed reasonably necessary by the County
in the performance of its duties as tax assessor and collector, and/or its duties as Auditor, neither the County
nor any employee, agent or contractor of the County: (i) shall request or be entitled to receive any such
Confidential Information; (ii) shall request or be entitled to inspect the Project or any property associated
therewith; provided, however, that if an Event of Default shall have occurred and be continuing hereunder,
the County shall be entitled to inspect the Project provided they shall comply with the remaining provisions
of this Section; or (iii) shall disclose or otherwise divulge any such Confidential Information to any other
person, firm, governmental body or agency, or any other entity unless specifically required to do so by State
law. Prior to disclosing any confidential or proprietary information or allowing inspections of the Project
or any property associated therewith, the Sponsor may require the execution of reasonable, individual,
confidentiality and non-disclosure agreements by any officers, employees or agents of the County or any
supporting or cooperating governmental agencies who would gather, receive or review such information or
conduct or review the results of any inspections.

Section 4.12. Records and Reports. The Sponsor agrees to maintain or cause to be maintained and
will make available to the County for inspection upon request of the County such books and records with
respect to the Project as will permit the identification of the Equipment placed in service in each property
tax year during the Investment Period, the amount of investment with respect thereto, and its computations
of all payments in lieu of taxes made hereunder and to comply with all reporting requirements of the State
of South Carolina and the County applicable to property subject to payments in lieu of taxes under the Act,
including without limitation the reports required by Section 12-44-90 of the Act (collectively, “Filings”).

Notwithstanding any other provision of this Section 4.12, the Sponsor may designate as Confidential
Information any Filings delivered to the County segments thereof that the Sponsor believes contain
proprietary, confidential, or trade secret matters. The County shall conform, to the extent permitted by law,
with all reasonable, written requests made by the Sponsor with respect to maintaining confidentiality of
such designated segments.

Section 4.13. Payment of Administrative Expenses. The Sponsor will reimburse the County from
time to time for its Administrative Expenses promptly upon written request therefor, but in no event later
than 60 days after receiving written notice from the County including a general statement of the amount
and nature of the Administration Expense and requesting the payment of the same. The payment by the
Sponsor of the County’s Administration Expenses shall not be construed as prohibiting the County from
engaging, at its discretion, the counsel of the County’s choice.

Section 4.14. Collection and Enforcement Rights of County. The parties acknowledge that, as
provided in Section 12-44-90 of the Code, the County’s right to receive payments in lieu of taxes hereunder
shall be the same as its rights conferred under Title 12 of the Code relating to the collection and enforcement
of ad valorem property taxes and, for purposes of this application, payments in lieu of taxes due hereunder
shall be considered a property tax.
Section 4.15. **Assignment and Subletting.** This Fee Agreement may be assigned, in whole or in part and the Project may be subleased as a whole or in part by the Sponsor so long as such assignment or sublease is made in compliance with Section 12-44-120 of the Act; provided, however, that in connection with any assignment or total subleasing by the Sponsor in which the Sponsor requests the release of the Sponsor from this Fee Agreement, the consent of the County shall be required, which consent shall not be unreasonably withheld. The County hereby consents to transfers not requiring its consent, and to the extent any required or further consent is requested, the County may do so by passage of a Resolution.

Section 4.16. **County’s Estoppel Certificates for Sponsor’s Financing Transactions.** The County agrees to deliver, and hereby authorizes the County Administrator to execute and deliver on behalf of the County without further action required on the part of the County Council, all at the expense of the Sponsor, respectively, any estoppel certificates, acknowledgements or other documents certifying, to the County Administrator’s knowledge, the full force and effect of this Fee Agreement and the absence of any default hereunder and acknowledging the continuing validity of this Fee Agreement after its transfer required in any financing related transfers authorized by Section 12-44-120 of the Act, as may be reasonably requested by the Sponsor or any lender of the Sponsor from time to time in connection with any financing arrangement or financing related transfers made by the Sponsor as contemplated under Section 12-44-120 of the Act.

Section 4.17. **Sponsor’s Continuing Obligations After Termination by Sponsor.** In the event the Sponsor terminates this Fee Agreement, the Sponsor shall continue to be obligated to the County for its indemnification covenants under Section 4.10, the payment of outstanding Administrative Expenses under Section 4.13, and any outstanding payments in lieu of taxes under Article IV or retroactive payments required under this Fee Agreement or the Act.

Section 4.18. **Events of Default.** The following shall be “Events of Default” under this Fee Agreement, and the term “Events of Default” shall mean, whenever used with reference to this Fee Agreement, any one or more of the following occurrences:

(a) Failure by the Sponsor to make, upon levy, the payments in lieu of taxes described in Section 4.2 hereof; provided, however, that the Sponsor shall be entitled to all redemption rights granted by applicable statutes; or

(b) Failure by the Sponsor to perform any of the other material terms, conditions, obligations or covenants of the Sponsor hereunder, which failure shall continue for a period of ninety (90) days after written notice from the County to the Sponsor specifying such failure and requesting that it be remedied, unless the County shall agree in writing to an extension of such time prior to its expiration.

Section 4.19. **Remedies on Default.** Whenever any Event of Default shall have occurred and shall be continuing, the County, after having given written notice to the Sponsor of such default and after the expiration of a thirty (30) day cure period the County shall grant to the Sponsor (which cure period shall not be applicable in the case of failure to make the payments in lieu of taxes due under this Fee Agreement), may take any one or more of the following remedial actions:

(a) Terminate the Fee Agreement; or

(b) Take whatever action at law or in equity may appear necessary or desirable to collect the other amounts due and thereafter to become due or to enforce performance and observance of any obligation, agreement or covenant of the Sponsor under this Fee Agreement.

Section 4.20. **Remedies Not Exclusive.** No remedy conferred upon or reserved to the County under this Fee Agreement is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other lawful remedy now or hereafter existing. No delay or omission to exercise any right or power accruing upon any continuing default...
hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the County to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as may be herein expressly required and such notice required at law or equity which the Sponsor is not competent to waive.

Section 4.21. Decommissioning the Project. The Sponsor shall obtain a bond listing the County as obligee in an amount sufficient to ensure performance of Sponsor’s Decommissioning obligations upon abandonment, termination of the lease governing the Land, or other termination of the Project by the Sponsor, and taking into consideration the salvage value of the Equipment. The obligations arising under this Section survive termination of this Fee Agreement.

ARTICLE V
MISCELLANEOUS

Section 5.1. 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:

AS TO THE COUNTY: Anderson County, South Carolina
Attn: Anderson County Administrator
101 S Main St.
Anderson, SC 29624

WITH COPIES TO: Leon Harmon
Anderson County Attorney
101 S Main St.
Anderson, SC 29624

James K. Price
Nexsen Pruet, LLC
55 E. Camperdown Way, Suite 400
Greenville, SC 29601
(864) 282-1164

AS TO THE SPONSOR: Anderson Solar Farm, LLC
1634 Ashley River Road
Charleston, South Carolina 29407
ATTENTION: Greg S. K. Ness, General Counsel
(843) 277-2090

WITH COPIES TO: W. Ford Graham
K&L Gates LLP
134 Meeting Street, Suite 500
Charleston, South Carolina 29401
(843) 579-5600
Section 5.2. Binding Effect. This Fee Agreement and each document contemplated hereby or related hereto shall be binding upon and inure to the benefit of the Sponsor and the County and their respective successors and assigns. In the event of the dissolution of the County or the consolidation of any party 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 5.3. 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 5.4. 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 of South Carolina.

Section 5.5. 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 5.6. Amendments. The provisions of this Fee Agreement may only be modified or amended in writing by an agreement or agreements entered into between the parties.

Section 5.7. Further Assurance. From time to time the County agrees to execute and deliver to the Sponsor such additional instruments as the Sponsor may reasonably request to effectuate the purposes of this Fee Agreement.

Section 5.8. Severability. 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 so as to most closely effectuate the legal, valid and enforceable intent thereof and so as to afford the Sponsor with the maximum benefits to be derived herefrom, it being the intention of the County to offer the Sponsor the strongest inducement possible to locate the Project in the County.

Section 5.9. Limited Obligation. ANY OBLIGATION OF THE COUNTY CREATED BY OR ARISING OUT OF THIS FEE AGREEMENT SHALL BE A LIMITED OBLIGATION OF THE COUNTY, PAYABLE BY THE COUNTY SOLELY FROM THE PROCEEDS DERIVED UNDER THIS FEE AGREEMENT AND SHALL NOT UNDER ANY CIRCUMSTANCES BE DEEMED TO CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION.

Section 5.10. Force Majeure. Except for payments in lieu of taxes under this Fee Agreement the due dates of which are statutorily mandated, the Sponsor shall not be responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fire, floods, inability to obtain materials, conditions arising from government orders, acts or regulations, war or national emergency, or acts of God.

Section 5.11. Execution Disclaimer. Notwithstanding any other provisions, the County is executing this Fee Agreement as a statutory accommodation to assist the Sponsor in achieving the intended benefits and purposes of the Act. The County has made no independent legal or factual investigation regarding the particulars of this transaction and it executes this Fee Agreement in reliance upon representations by the Sponsor that this document complies with all laws and regulations, particularly those pertinent to industrial development projects in South Carolina.

{Signature page follows}
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 its Chairman and to be attested by the County Manager; and the Sponsor has caused this Fee Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

ANDERSON COUNTY, SOUTH CAROLINA

By: ______________________________ __
    Tommy Dunn, Chairman
    Anderson County Council

ATTEST:

______________
Lacey Croegaert, Clerk to Council
Anderson County Council

SPONSOR:

ANDERSON SOLAR FARM, LLC

By: Paul Fleury
Its: Manager
Exhibit A

Description of Real Estate

A portion of that certain piece, parcel, or tract of land, with all improvements thereon, situate lying or being in the County of Anderson, State of South Carolina, bearing Tax Map Number 124-00-01-001.
Exhibit B

Illustration of Special Source Revenue Credit Calculation

Negotiated FILOT Payment
(Fair Market Value (as adjusted for depreciation) \times 6\% \text{ Assessment Ratio} \times 321.5 \text{ mils})

\textbf{- Net FILOT Payment}
($7,400 \text{ (as adjusted for increases in power production)})

= \textbf{The Special Source Revenue Credit}
\quad (\text{for the applicable year})
FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT

BETWEEN

SWEET GRASS SOLAR, LLC AS SPONSOR

AND

ANDERSON COUNTY, SOUTH CAROLINA

EFFECTIVE AS OF _____________, 2019
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FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT

THIS FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT ("Fee Agreement") is entered into, effective, as of ____________, 2019, between Anderson County, South Carolina ("County"), a body politic and corporate and a political subdivision of the State of South Carolina ("State"), acting through the Anderson County Council ("County Council") as the governing body of the County, and Sweet Grass Solar, LLC, a limited liability company organized and existing under the laws of the State of South Carolina ("Sponsor"), previously identified as Project Tarpon.

WITNESSETH:

WHEREAS, the County is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 (the "Act") of the Code of Laws of South Carolina 1976, as amended (the "Code") and the Multi-County Park Act (as defined herein): (i) to enter into agreements with certain entities meeting the requirements of the Act to construct, operate, maintain, and improve certain industrial and commercial properties through which the economic development of the State of South Carolina will be promoted and trade developed by inducing corporate headquarters, manufacturing and commercial enterprises to locate and remain in the State of South Carolina and thus utilize and employ the manpower, agricultural products, and natural resources of the State; (ii) to covenant with such investors to accept certain payments in lieu of ad valorem taxes with respect to the project; and (iii) to maintain, create or expand, 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

WHEREAS, the Sponsor is a wholly owned subsidiary of Southern Current, LLC, a limited liability company organized and existing under the laws of the State of Delaware;

WHEREAS, the Sponsor proposes to develop, install or operate, as applicable solar power generating facilities located at a leased site situated west of Belton Honea Path Highway (the "Land") in Anderson County, South Carolina (the "Project");

WHEREAS, the Project will involve an investment which, but for this Fee Agreement, would have a value for ad valorem taxation purposes, of not less than $3,250,000 within the time period required under the Act ("Project Sweet Grass Solar"), meeting the minimum investment requirement under the Act;

WHEREAS, pursuant to the Act, the County has determined that (a) the Project (as defined herein) is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefit not otherwise adequately provided locally; (b) the Project gives rise to no pecuniary liability of the County or incorporated municipality and to no charge against its general credit or taxing power; (c) the purposes to be accomplished by the Project are proper governmental and public purposes; and (d) the benefits of the Project to the public are greater than the costs to the public;

WHEREAS, the County Council adopted an Inducement Resolution on __________, 2019, (the "Resolution"), wherein the County Council, as an inducement to the Sponsor to develop the Project, committed the County to enter into, and authorized the County Administrator, County Attorney and the Executive Director of the Anderson County Economic Development Commission to negotiate with the Sponsor the terms of, this Fee Agreement;

WHEREAS, the County Council adopted an ordinance on ________________, 2019 (the "Fee Ordinance"), as an inducement to the Sponsor to develop the Project and at the Sponsor’s request, the County Council authorized the County to enter into this Fee Agreement as a fee-in-lieu of ad valorem tax
agreement with the Sponsor which identifies the property comprising the Project as Economic Development Property under the Act subject to the terms and conditions hereof;

WHEREAS, the Project constitutes Economic Development Property within the meaning of the Act; and

WHEREAS, for the purposes set forth above, based solely on information provided by the Sponsor to the County, the County has determined that it is in the best interests of the County to enter into this Fee Agreement with the Sponsor subject to the terms and conditions herein set forth.

NOW, THEREFORE, AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, the parties hereto agree as follows, with the understanding that no obligation of the County described herein shall create a pecuniary liability or charge upon its general credit or taxing powers, but shall be payable solely out of the sources of payment described herein and shall not under any circumstances be deemed to constitute a general obligation to the County:

ARTICLE I
PROJECT OVERVIEW

Section 1.1. Agreement to Waive Requirement of Recapitulation. Pursuant to Section 12-44-55(B) of the Act, the County and the Sponsor agree to waive the requirement of including in this Agreement the recapitulation information as set forth in Section 12-44-55(A) of the Act. If the Sponsor should be required to retroactively comply with the recapitulation requirements of Section 12-44-55 of the Act, then the County agrees, to the extent permitted by law, to waive all penalties of the County for the Sponsor’s noncompliance that are within the County’s control.

Section 1.2. Rules of Construction; Defined Terms. In addition to the words and terms elsewhere defined in this Fee Agreement, the terms defined in this Article shall have the meaning herein specified, unless the context clearly requires otherwise. The definition of any document shall include any amendments to that document, unless the context clearly indicates otherwise.

“Abandonment” shall mean the failure of the Company to achieve Substantial Energy Generation at the Project for a period of one year after the Project has been placed in service.

“Act” shall mean Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended, and all future acts supplemental thereto or amendatory thereof.

“Act Minimum Investment Requirement” shall mean an investment of at least $2,500,000 by the Sponsors of eligible economic development property under the Act.

“Administrative Expenses” shall mean the reasonable and necessary expenses, including attorneys’ fees, incurred by the County with respect to the Project and this Fee Agreement.

“Authorized Sponsor Representative” shall mean any person designated from time to time to act on behalf on the Sponsor as evidenced by a written certificate or certificates furnished to the County containing the specimen signature of each such person, signed on behalf of the Sponsor by its Manager, its President, one of its vice presidents, its general counsel, its secretary or any assistant secretary. Such certificates may designate an alternate or alternates, and may designate different Authorized Sponsor Representatives to act for the Sponsor with respect to different sections of this Fee Agreement.

“Chairman” shall mean the Chairman of the County Council of Anderson County, South Carolina.
“Closing” or “Closing Date” shall mean the date of the execution and delivery hereof.


“Commencement Date” shall mean the last day of the property tax year during which Economic Development Property is first placed in service, except that this date must not be later than the last day of the property tax year which is three years from the year in which the County and the Sponsor execute this Fee Agreement.

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

“County Administrator” shall mean the person appointed by the County Council to act as county administrator of the County at any one time during the term of this Fee Agreement, or in the event that the form of government of the County changes from that which is in place at the time of the execution of this Fee Agreement, the person who is authorized to perform the managerial and/or administrative duties presently assigned to the County Administrator.

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

“Decommissioning” shall mean the removal and proper disposal of all Equipment, stabilization and rehabilitation of the Land, and restoration of the Land to its original state.

“Diminution of Value” in respect of any Phase of the Project shall mean any reduction in the value based on original fair market value as determined in Step 1 of Section 4.2 of this Fee Agreement, of the items which constitute a part of the Phase which may be caused by (i) the Sponsor’s removal of equipment pursuant to Section 4.6 of this Fee Agreement, (ii) a casualty to the Phase of the Project, or any part thereof, described in Section 4.7 of this Fee Agreement or (iii) a condemnation to the Phase of the Project, or any part thereof, described in Section 4.8 of this Fee Agreement.

“Economic Development Property” shall mean all items of real and tangible personal property comprising the Project which are eligible for inclusion as economic development property under the Act, become subject to this Fee Agreement, and which are identified by the Sponsor in connection with its annual filing of a SCDOR PT-300 or comparable form with the South Carolina Department of Revenue (as such filing may be amended from time to time) for each year within the Investment Period. Title to all Economic Development Property shall at all times remain vested in the Sponsor, except as may be necessary to take advantage of Section 12-44-160 of the Act.

“Equipment” shall mean all of the equipment and fixtures, together with any and all additions, accessions, replacements and substitutions thereto or therefor to the extent such equipment and fixtures become a part of the Project under this Fee Agreement.

“Event of Default” shall mean any Event of Default specified in Section 4.18 of this Fee Agreement.

“Fee Agreement” shall mean this Fee-In-Lieu of Ad Valorem Taxes Agreement.

“Fee Term” or “Term” shall mean the period from the date of delivery of this Fee Agreement until the last Phase Termination Date unless sooner terminated or extended pursuant to the terms of this Fee Agreement.

“FILOT” shall mean the fee-in-lieu of taxes, which the Sponsor is obligated to pay to the County pursuant to Section 4.2 hereof.
“FILOT Payments” shall mean the payments to be made by the Sponsor pursuant to Section 4.2 hereof.

“FILOT Revenues” shall mean the revenues received by the County from the Sponsor’s payment of the FILOT.

“Investment Period” shall mean the period commencing in 2019 and ending on the last day of the fifth property tax year following the earlier of the property tax year in which Economic Development Property is placed in service or the property tax year in which this Fee Agreement is executed; provided a later date may be agreed to by the Sponsor and County pursuant to Section 12-44-30(13) of the Act.

“Land” shall mean the real estate upon which the Project is to be located, as described on Exhibit A attached hereto, as Exhibit A may be supplemented from time to time in accordance with the provisions hereof.

“Multi-County Park” shall mean that multi-county industrial/business park established pursuant to a qualifying agreement with Greenville County, dated November 16, 2010, and any amendments thereto (the “Multi County Park Agreement”).

“Multi-County Park Act” shall mean Title 4, Chapter 1 of the Code, as amended through the date hereof.

“Negotiated FILOT Payments” shall mean the FILOT payments due pursuant to Section 4.2 hereof with respect to that portion of the Project consisting of Economic Development Property.

“Net FILOT Payment” shall mean a total annual payment of $7,400 for the entire term of this Fee Agreement, for those years for which a FILOT payment is due hereunder. It is anticipated that the first Net FILOT Payment due hereunder shall be the payment for property tax year 2019, due and payable to the County on or before January 15, 2020. Provided, the Net FILOT Payments shall be increased in any year in which the total power generation capacity of the Project exceeds two megawatts of AC power, in proportion to the excess. For example, and by way of example only, if the total power generation capacity of the Project as of the last day of the 2022 tax year is 125% of two megawatts of AC power, then the Net FILOT Payment for such year shall be increased by 25%. The Sponsor shall provide the County Administrator and Finance Director with report(s) (including third party reports, if applicable) not less frequently than annually, at the end of the calendar year, or any time the power generation capacity of the Project is increased, providing conclusive evidence of the then-current power generation capacity of the Project and the actual maximum power production of the Project since the last such report.

“Phase” or “Phases” in respect of the Project shall mean the Building and Equipment placed in service during each year of the Investment Period.

“Phase Termination Date” shall mean with respect to each Phase of the Project the day thirty (30) years after each such Phase of the Project becomes subject to the terms of this Fee Agreement with an option to extend the term for a further ten (10) years in accordance with the Act. Anything contained herein to the contrary notwithstanding, the last Phase Termination Date shall be no later than the later of: (a) December 31, 2054 unless an extension of time in which to complete the Project is granted by the County pursuant to Section 12-44-30(13) of the Act or (b) December 31 of the year of the expiration of the maximum period of years that the annual fee payment is available to the Sponsor under Section 12-44-30(20) of the Act, as amended.

“Project” shall mean the Structure and the Equipment, together with the acquisition and installation thereof as acquired, in Phases.

“Project Commitment” shall have the meaning set forth in the recitals to this Fee Agreement.
“Qualifying Infrastructure Costs” shall have the meaning set forth in Section 4.1 of this Fee Agreement.

“Real Property” shall mean the Land identified on Exhibit A, together with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto to the extent such become a part of the Project under this Fee Agreement, all improvements hereafter situated thereon and all fixtures hereafter attached thereto, to the extent such improvements and fixtures become part of the Project under this Fee Agreement.

“Replacement Property” shall mean any property which is placed in service as a replacement for any item of Equipment which is scrapped or sold by the Sponsor and treated as a Removed Component under Section 4.6 hereof regardless of whether such property serves the same function as the property it is replacing and regardless of whether more than one piece of property replaces any item of Equipment, but only to the extent that such property may be included in the calculation of the FILOT pursuant to Section 4.2 hereof and Section 12-44-60 of the Code.

“Special Source Revenue Credit” shall mean the Special Source Revenue Credit described in Section 4.1 hereof.

“Sponsor” shall mean Sweet Grass Solar, LLC, a South Carolina limited liability company duly qualified to transact business in the State of South Carolina and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any assignee hereunder which is designated by the Sponsor and approved or ratified by the County.

“Structure” shall mean the structures and other improvements to be constructed or installed upon the Real Property as part of the implementation of the Project.

“Substantial Energy Generation” shall mean generation of at least 50% of energy capacity at the Project.

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

ARTICLE II
REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations of the County. The County hereby represents and warrants to the Sponsor as follows:

(a) The County is a body politic and corporate and a political subdivision of the State which acts through the County Council as its governing body and by the provisions of the Act is authorized and empowered to enter into the transactions contemplated by this Fee Agreement and to carry out its obligations hereunder. The County has duly authorized the execution and delivery of this Fee Agreement and any and all other agreements described herein or therein.

(b) Based on representations by the Sponsor, County Council evaluated the Project based on all relevant criteria including the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment resulting from the Project, and the anticipated costs and benefits to the County and following the evaluation, the County determined that (i) 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; (ii) the Project gives rise to no pecuniary liability of the County or any
incorporated municipality and to no charge against the County’s general credit or taxing power; (iii) the purposes to be accomplished by the Project are proper governmental and public purposes; and (iv) the benefits of the Project are greater than the costs.

(c) Based on representations by the Sponsor, the County identified the Project, as a “project” on ______, 2019, by adopting an Inducement Resolution, as defined in the Act.

(d) By proper action of the County Council, the County has duly authorized the execution and delivery of this Agreement and any and all actions necessary and appropriate to consummate the transactions contemplated hereby.

(e) This Agreement has been duly executed and delivered on behalf of the County.

(f) The County agrees to use its best efforts to cause the Land to be located within the Multi-County Park, and the County will diligently take all reasonable acts to ensure that the Project will continuously be included with the boundaries of the Multi-County Park or another multi-county park in order that the maximum tax benefits afforded by the laws of the State of South Carolina for projects in the County located within multi-county industrial parks will be available to the Sponsor.

(g) No actions, suits, proceedings, inquiries, or investigations known to the undersigned representatives of the County are pending or threatened against or affecting the County in any court or before any governmental authority or arbitration board or tribunal, which could materially adversely affect the transactions contemplated by this Agreement or which could, in any way, adversely affect the validity or enforceability of this Agreement.

Section 2.2. Representations of the Sponsor. The Sponsor hereby represents and warrants to the County as follows:

(a) The Sponsor is duly organized and in good standing under the laws of the State of South Carolina, has power to enter into this Fee Agreement, and by proper company action has duly authorized the execution and delivery of this Fee Agreement.

(b) The Sponsor’s execution and delivery of this Fee Agreement and its compliance with the provisions hereof will not result in a default, not waived or cured, under any company restriction or any agreement or instrument to which the Sponsor is now a party or by which it is bound.

(c) The Sponsor intends to operate the Project as a “project” within the meaning of the Act as in effect on the date hereof. The Sponsor intends to develop, install or operate, as applicable solar power generating facilities, to conduct other legal activities and functions with respect thereto, and for such other purposes permitted under the Act as the Sponsor may deem appropriate.

(d) The availability of the payment in lieu of taxes with regard to the Economic Development Property authorized by the Act has induced the Sponsor to undertake the Project in the County.

(e) The Sponsor plans and commits to achieve its Project Commitment by the end of the Investment Period.

(f) The income tax year of the Sponsor, and accordingly the property tax year, for federal income tax purposes, ends on December 31.

(g) The Sponsor has retained legal counsel to confirm, or has had a reasonable opportunity to consult legal counsel to confirm, its eligibility for the FILOT and other incentives granted by this Fee Agreement.
and has not relied on the County, its officials, employees or legal representatives with respect to any question of eligibility or applicability of the FILOT and other incentives granted by this Fee Agreement.

**ARTICLE III**

**THE PROJECT**

**Section 3.1. The Project.** The Sponsor has acquired and/or installed since the Commencement Date or made plans for the acquisition and/or installation of certain Equipment on the Land which comprises the Project.

Pursuant to the Act, the Sponsor and the County hereby agree that the property comprising the Project shall be Economic Development Property as defined under the Act.

**Section 3.2. Diligent Completion.** The Sponsor agrees to use its reasonable efforts to cause the acquisition, construction and installation of the Project to be completed as soon as practicable.

**ARTICLE IV**

**PAYMENTS IN LIEU OF TAXES**

**Section 4.1. Special Source Revenue Credit.** The County hereby grants to the Sponsor, subject to the provisions herein, and the Sponsor hereby accepts from the County, a Special Source Revenue Credit, in reimbursement of investment in Qualifying Infrastructure Costs as described below, to be applied to its annual fee-in-lieu of taxes liability in an amount equal to the FILOT Payments due under this Fee Agreement, to be calculated as set forth in Section 4.2, minus the Net FILOT Payment. For illustration purposes, and only as a means of illustration, a formula of this calculation is shown on Exhibit B, attached hereto. In no event may the Sponsor’s aggregate Special Source Revenue Credit claimed pursuant to this Section exceed the aggregate amount of Qualifying Infrastructure Costs.

(a) The Special Source Revenue Credit shall be effective starting with the first property tax year following execution of this Fee Agreement and, so long as the Sponsor meets the Project Commitment within the Investment Period, shall remain effective for the entire Fee Term. For purposes of this Fee Agreement, “Qualifying Infrastructure Costs” shall include but not be limited to, the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the Project and for improved or unimproved real estate in connection with the Project, and any other such similar or like expenditures authorized by the Code.

(b) If for any reason the FILOT Payment to be made with respect to any year is less than the Net FILOT Payment, thus resulting in an SSRC that is a negative number, and if a court of competent jurisdiction holds or determines that a negative SSRC is not permitted under the Park Act, the Sponsor shall not be entitled to receive the SSRC with respect to such year and shall make an additional payment to the County that is equal to the difference between the Net FILOT Payment and the FILOT Payment of that given year. Any payment made under the foregoing sentence shall be due at the time the corresponding FILOT Payment is due, shall be treated as a FILOT Payment under this Fee Agreement and shall be subject to statutory interest if not paid when due pursuant to Section 12-54-25, Code of Laws of South Carolina 1976, as amended, as allowed under the FILOT Act.

**Section 4.2. Negotiated FILOT Payments.** Pursuant to Section 12-44-50 of the Act, the Sponsor is required to make payments in lieu of ad valorem taxes to the County with respect to the Project. Inasmuch as the Sponsor anticipates the Project will involve an initial investment of sufficient sums to qualify to enter into a fee in lieu of tax arrangement under Section 12-44-50(A)(1) of the Act, the County and the Sponsor have negotiated the amount of the payments in lieu of taxes in accordance therewith. In accordance therewith, the Sponsor shall make payments in lieu of ad valorem taxes on all the Equipment, Structures

Ordinance 2019-008
and Real Property which collectively comprise the Project and are placed in service, as follows: the Sponsor shall make payments in lieu of ad valorem taxes with respect to each Phase of the Project placed in service on or before each December 31 through December 31, 2024, 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, less the Special Source Revenue Credit. The amount of such equal annual payments in lieu of taxes shall be determined by the following procedure (subject, in any event, to the required procedures under the Act and to Section 4.4 hereof):

Step 1: Determine the fair market value of the improvements to the Real Property and Equipment in the Phase of the Project placed in service in any given year for such year and for the following 29 years using the original income tax basis for State income tax purposes less depreciation for each year allowable to the Sponsor for any Equipment as determined in accordance with Title 12 of the Code, as amended and in effect on December 31 of the year in which each Phase becomes subject to the Fee Agreement, except that no extraordinary obsolescence shall be allowable but taking into account all applicable property tax exemptions which would be allowed to the Sponsor under State law, if the property were taxable, except those exemptions specifically disallowed under Section 12-44-50(A)(2) of the Act, as amended and in effect on December 31 of the year in which each Phase becomes subject to the Fee Agreement. The County and Sponsor also agree pursuant to Section 12-44-50(A)(1) of the Act that the value of the Real Property included in any Phase of the Project shall be its fair market value as determined by appraisal but the fair market value of the Real Property shall be subject to reappraisal by the South Carolina Department of Revenue not more than once every five (5) years.

Step 2: Apply an assessment ratio of 6% to the fair market value as determined for each year in Step 1 to establish the taxable value of each Phase of the Project in the year it is placed in service and in each of the twenty-nine (29) years thereafter or such longer period of years that the annual fee payment is permitted to be made by the Sponsor under the Act, as amended.

Step 3: Use a millage rate of 321.5 mils, or the combined millage rates set for the tax year 2019 by the County and Anderson County School District (or the applicable school district) (these combined millage rates being in effect on June 30 prior to the calendar year in which this Agreement is signed as permitted by Section 12-44-50(A)(1)(d) of the Act) and any other overlapping political units having taxing jurisdiction where the Real Property is located, to determine the amount of the payments in lieu of taxes which would be due in each year of the Fee Term on the payment dates prescribed by the County for such payments or such longer period of years that the annual fee payment is permitted to be made by the Sponsor under the Act, as amended.

Step 4: Reduce the calculated amounts determined in the previous Steps by the Special Source Revenue Credit as described in Section 4.1 herein. The Special Source Revenue Credit shall be, at the option of the County, shown on the bill sent by the County to the Sponsor, or paid by a check from the County Treasurer.

In the event that it is determined by a final order of a court of competent jurisdiction or by agreement of the parties that the payment in lieu of taxes applicable to this transaction is to be calculated differently than described above, the payment shall be reset at the permitted level so determined.

In the event that the Act and/or the above-described payments in lieu of taxes are declared invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions that such payments and this Fee Agreement be reformed so as to most closely effectuate the legal, valid, and enforceable intent thereof and so as to afford the Sponsor with the benefits to be derived hereof, it being the intention of the County to offer the Sponsor an inducement to locate the Project in the County. If the Project is deemed to
be subject to *ad valorem* taxation, the payment in lieu of *ad valorem* taxes to be paid to the County by the Sponsor shall become equal to the amount which 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 Project was and had not been Economic Development Property under the Act. In such event, any amount determined to be due and owing to the County from the Sponsor with respect to a year or years for which payments in lieu of *ad valorem* taxes have been previously remitted by the Sponsor to the County hereunder, shall be reduced by the total amount of payments in lieu of *ad valorem* taxes made by the Sponsor with respect to the Project pursuant to the terms hereof.

To the extent permitted by law, because the Negotiated FILOT Payments agreed to herein are intended to be paid by the Sponsor to the County in lieu of taxes, it is agreed that said Negotiated FILOT Payments shall not, as to any year, be in any amount greater than what would otherwise be payable by the Sponsor to the County in property taxes if the Sponsor had not entered into a fee-in-lieu of taxes arrangement with the County (except it is not intended that said Negotiated FILOT Payments would necessarily be less than such property taxes to the extent that the constitutional abatement of property taxes would otherwise apply).

If the Sponsor fails to meet the Act Minimum Investment Requirement by December 31, 2024, the Fee Agreement shall terminate and the Sponsor shall owe the County a retroactive tax payment in an amount equal to the difference between *ad valorem* property taxes on the Real Property and the Equipment subject to payments in lieu of taxes under this Fee Agreement computed as if this Fee Agreement had not been in effect for such retroactive period and FILOT Payments made under this Fee Agreement for that retroactive period, taking into account exemptions and/or abatements from property taxes that would have been available to the Sponsor, including but not limited to any exemption and/or abatement provided pursuant to Section 12-37-220(A)(7) of the Code (hereinafter “Retroactive Tax Payment”). The repayment obligations arising under this Section survives termination of this Fee Agreement.

**Section 4.3. Payments in Lieu of Taxes on Replacement Property.** If the Sponsor elects to replace any Removed Components (as defined below) and to substitute such Removed Components with Replacement Property as a part of the Project, then, pursuant and subject to Section 12-44-60 of the Act, the Sponsor shall make statutory payments in lieu of *ad valorem* taxes with regard to such Replacement Property as follows (subject in all events to the applicable provisions of the Act):

(a) to the extent that the income tax basis of the Replacement Property (the “Replacement Value”) is less than or equal to the original income tax basis of the Removed Components (the “Original Value”) the amount of the payments in lieu of taxes to be made by the Sponsor with respect to such Replacement Property shall be calculated in accordance with Section 4.2 hereof; provided, however, in making such calculations, the original cost to be used in Step 1 of Section 4.2 shall be equal to the lesser of (x) the Replacement Value and (y) the Original Value, and the number of annual payments to be made with respect to the Replacement Property shall be equal to thirty (30) (or, if greater, the maximum number of years for which the annual fee payments are available to the Sponsor for each portion of the Project under the Act, as amended) minus the number of annual payments which have been made with respect to the oldest Removed Components disposed of in the same property tax year as the Replacement Property is placed in service; and

(b) to the extent that the Replacement Value exceeds the Original Value of the Removed Components (the “Excess Value”), the payments in lieu of taxes to be made by the Sponsor with respect to the Excess Value shall be equal to the payment that would be due if the property were not Economic Development Property.

**Section 4.4. Reductions in Payments in Lieu of Taxes Upon Removal, Condemnation or Casualty.** In the event of a Diminution in Value of any Phase of the Project, the payment in lieu of taxes with regard to that Phase of the Project shall be reduced in the same proportion as the amount of such Diminution in
Value bears to the original fair market value of that Phase of the Project as determined pursuant to Step 1 of Section 4.2 hereof.

**Section 4.5. Place and Allocation of Payments in Lieu of Taxes.** The Sponsor shall make the above-described payments in lieu of taxes directly to the County in accordance with applicable law.

**Section 4.6. Removal of Equipment.** The Sponsor shall be entitled to remove the following types of components or Phases of the Project from the Project with the result that said components or Phases (the "Removed Components") shall no longer be considered a part of the Project and shall no longer be subject to the terms of this Fee Agreement: (a) components or Phases which become subject to statutory payments in lieu of ad valorem taxes; (b) components or Phases of the Project or portions thereof which the Sponsor, in its sole discretion, determines to be inadequate, obsolete, uneconomic, worn-out, damaged, unsuitable, undesirable or unnecessary; or (c) components or Phases of the Project or portions thereof which the Sponsor, in their sole discretion, elects to remove pursuant to Section 4.7(c) or Section 4.8(b)(iii) hereof.

To the extent that the Special Source Revenue Credit is used as payment for personal property, including machinery and equipment, and the Removed Component is removed from the Project at any time during the life of the Negotiated PILOT Payment for said Removed Component, the amount of the Negotiated PILOT Payment on the Removed Component for the year in which the Removed Component was removed from the Project also shall be due for the two years immediately following the removal. To the extent that any Special Source Revenue Credits were used for both real property and personal property or infrastructure and personal property, all amounts will be presumed to have been first used for personal property. Notwithstanding the foregoing, if the Removed Component is removed from the Project but is replaced with qualifying Replacement Property, then the Removed Component will not be considered to have been removed from the property.

**Section 4.7. Damage or Destruction of Project.**

(a) *Election to Terminate.* In the event the Project is damaged by fire, explosion, or any other casualty, the Sponsor shall be entitled to terminate this Fee Agreement; provided, however, that (i) if there has been only partial damage of the Project due to any of such casualties and the Sponsor elects to terminate this Agreement, and (ii) the Sponsor has not met the Act Minimum Investment Requirement at the time of such termination, the Sponsor shall owe the County the Retroactive Tax Payment, but to the extent permitted by law if the Sponsor has met the Act Minimum Investment Requirement within the time period required under the Act, it shall owe no Retroactive Tax Payment.

(b) *Election to Rebuild.* In the event the Project is damaged by fire, explosion, or any other casualty, and if the Sponsor does not elect to terminate this Fee Agreement, the Sponsor may in their sole discretion commence to restore the Project with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Sponsor. All such restorations and replacements shall be considered, to the extent permitted by law, substitutions of the destroyed portions of the Project and shall be considered part of the Project for all purposes hereof, including, but not limited to any amounts due by the Sponsor to the County under Section 4.2 hereof.

(c) *Election to Remove.* In the event the Sponsor elects not to terminate this Fee Agreement pursuant to subsection (a) and elects not to rebuild pursuant to subsection (b), the damaged portions of the Project shall be treated as Removed Components.

**Section 4.8. Condemnation.**

(a) *Complete Taking.* If at any time during the Fee Term title to or temporary use of the entire Project should become vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation or the right of eminent domain, or by voluntary transfer under threat
of such taking, or in the event that title to a portion of the Project shall be taken rendering continued occupancy of the Project commercially infeasible in the judgment of the Sponsor, the Sponsor shall have the option to terminate this Fee Agreement as of the time of vesting of title by sending written notice to the County within a reasonable period of time following such vesting.

(b) Partial Taking. In the event of a partial taking of the Project or transfer in lieu thereof, the Sponsor may elect: (i) to terminate this Fee Agreement; provided, however, that if the Sponsor has not met the Act Minimum Investment Requirement at the time of such termination, the Sponsor shall owe the County the Retroactive Tax Payment, but to the extent permitted by law if the Sponsor has met the Act Minimum Investment Requirement within the time period required under the Act, it shall owe no Retroactive Tax Payment; (ii) to repair and restore the Project, with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Sponsor; or (iii) to treat the portions of the Project so taken as Removed Components.

Section 4.9. Merger of Sponsor with Related Party. The County agrees that, without again obtaining the approval of the County (to the extent permitted by the Act), the Sponsor may merge with or be acquired by a related party so long as the surviving company has an equal or greater net asset value of the Sponsor and the merged entity assumes all duties and liabilities of the Sponsor set forth in this Fee Agreement.

Section 4.10. Indemnification Covenants.

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

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

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

(d) Notwithstanding anything herein to the contrary, the Sponsor is not required to indemnify any Indemnified Party against or reimburse the County for costs arising from any claim or liability (i) occasioned by the acts of that Indemnified Party, which are unrelated to the execution of this Fee Agreement, performance of the County’s obligations under this Fee Agreement, or the administration of its duties under this Fee Agreement, or otherwise by virtue of the County having entered into this Fee Agreement; or (ii) resulting from that Indemnified Party’s own negligence, bad faith, fraud, deceit, or willful misconduct.

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

Section 4.11. Confidentiality/Limitation on Access to Project. The County acknowledges and understands that the Sponsor utilizes confidential and proprietary “state-of-the-art” trade equipment and techniques and that a disclosure of any information relating to such equipment or techniques, including but not limited to disclosures of financial or other information concerning the Sponsor’s operations would result in substantial harm to the Sponsor. The Sponsor may clearly label any Confidential Information delivered to the County pursuant to this Fee Agreement as confidential information (“Confidential Information”). Therefore, subject to the provisions of Section 4.12 hereof, the County agrees that, except as required by law and pursuant to the County’s police powers and except as deemed reasonably necessary by the County in the performance of its duties as tax assessor and collector, and/or its duties as Auditor, neither the County nor any employee, agent or contractor of the County: (i) shall request or be entitled to receive any such Confidential Information; (ii) shall request or be entitled to inspect the Project or any property associated therewith; provided, however, that if an Event of Default shall have occurred and be continuing hereunder, the County shall be entitled to inspect the Project provided they shall comply with the remaining provisions of this Section; or (iii) shall disclose or otherwise divulge any such Confidential Information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by State law. Prior to disclosing any confidential or proprietary information or allowing inspections of the Project or any property associated therewith, the Sponsor may require the execution of reasonable, individual, confidentiality and non-disclosure agreements by any officers, employees or agents of the County or any supporting or cooperating governmental agencies who would gather, receive or review such information or conduct or review the results of any inspections.

Section 4.12. Records and Reports. The Sponsor agrees to maintain or cause to be maintained and will make available to the County for inspection upon request of the County such books and records with respect to the Project as will permit the identification of the Equipment placed in service in each property tax year during the Investment Period, the amount of investment with respect thereto, and its computations of all payments in lieu of taxes made hereunder and to comply with all reporting requirements of the State of South Carolina and the County applicable to property subject to payments in lieu of taxes under the Act, including without limitation the reports required by Section 12-44-90 of the Act (collectively, “Filings”). Notwithstanding any other provision of this Section 4.12, the Sponsor may designate as Confidential Information any Filings delivered to the County segments thereof that the Sponsor believes contain proprietary, confidential, or trade secret matters. The County shall conform, to the extent permitted by law, with all reasonable, written requests made by the Sponsor with respect to maintaining confidentiality of such designated segments.

Section 4.13. Payment of Administrative Expenses. The Sponsor will reimburse the County from time to time for its Administrative Expenses promptly upon written request therefor, but in no event later than 60 days after receiving written notice from the County including a general statement of the amount and nature of the Administration Expense and requesting the payment of the same. The payment by the Sponsor of the County’s Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County’s choice.

Section 4.14. Collection and Enforcement Rights of County. The parties acknowledge that, as provided in Section 12-44-90 of the Code, the County’s right to receive payments in lieu of taxes hereunder shall be the same as its rights conferred under Title 12 of the Code relating to the collection and enforcement of ad valorem property taxes and, for purposes of this application, payments in lieu of taxes due hereunder shall be considered a property tax.
Section 4.15. Assignment and Subletting. This Fee Agreement may be assigned, in whole or in part and the Project may be subleased as a whole or in part by the Sponsor so long as such assignment or sublease is made in compliance with Section 12-44-120 of the Act; provided, however, that in connection with any assignment or total subleasing by the Sponsor in which the Sponsor requests the release of the Sponsor from this Fee Agreement, the consent of the County shall be required, which consent shall not be unreasonably withheld. The County hereby consents to transfers not requiring its consent, and to the extent any required or further consent is requested, the County may do so by passage of a Resolution.

Section 4.16. County’s Estoppel Certificates for Sponsor’s Financing Transactions. The County agrees to deliver, and hereby authorizes the County Administrator to execute and deliver on behalf of the County without further action required on the part of the County Council, all at the expense of the Sponsor, respectively, any estoppel certificates, acknowledgements or other documents certifying, to the County Administrator’s knowledge, the full force and effect of this Fee Agreement and the absence of any default hereunder and acknowledging the continuing validity of this Fee Agreement after its transfer required in any financing related transfers authorized by Section 12-44-120 of the Act, as may be reasonably requested by the Sponsor or any lender of the Sponsor from time to time in connection with any financing arrangement or financing related transfers made by the Sponsor as contemplated under Section 12-44-120 of the Act.

Section 4.17. Sponsor’s Continuing Obligations After Termination by Sponsor. In the event the Sponsor terminates this Fee Agreement, the Sponsor shall continue to be obligated to the County for its indemnification covenants under Section 4.10, the payment of outstanding Administrative Expenses under Section 4.13, and any outstanding payments in lieu of taxes under Article IV or retroactive payments required under this Fee Agreement or the Act.

Section 4.18. Events of Default. The following shall be “Events of Default” under this Fee Agreement, and the term “Events of Default” shall mean, whenever used with reference to this Fee Agreement, any one or more of the following occurrences:

(a) Failure by the Sponsor to make, upon levy, the payments in lieu of taxes described in Section 4.2 hereof; provided, however, that the Sponsor shall be entitled to all redemption rights granted by applicable statutes; or

(b) Failure by the Sponsor to perform any of the other material terms, conditions, obligations or covenants of the Sponsor hereunder, which failure shall continue for a period of ninety (90) days after written notice from the County to the Sponsor specifying such failure and requesting that it be remedied, unless the County shall agree in writing to an extension of such time prior to its expiration.

Section 4.19. Remedies on Default. Whenever any Event of Default shall have occurred and shall be continuing, the County, after having given written notice to the Sponsor of such default and after the expiration of a thirty (30) day cure period the County shall grant to the Sponsor (which cure period shall not be applicable in the case of failure to make the payments in lieu of taxes due under this Fee Agreement), may take any one or more of the following remedial actions:

(a) Terminate the Fee Agreement; or

(b) Take whatever action at law or in equity may appear necessary or desirable to collect the other amounts due and thereafter to become due or to enforce performance and observance of any obligation, agreement or covenant of the Sponsor under this Fee Agreement.

Section 4.20. Remedies Not Exclusive. No remedy conferred upon or reserved to the County under this Fee Agreement is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other lawful remedy now or hereafter existing. No delay or omission to exercise any right or power accruing upon any continuing default.
hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such
right and power may be exercised from time to time and as often as may be deemed expedient. In order to
entitle the County to exercise any remedy reserved to it, it shall not be necessary to give notice, other than
such notice as may be herein expressly required and such notice required at law or equity which the Sponsor
is not competent to waive.

Section 4.21. Decommissioning the Project. The Sponsor shall obtain a bond listing the County as
obligee in an amount sufficient to ensure performance of Sponsor’s Decommissioning obligations upon
abandonment, termination of the lease governing the Land, or other termination of the Project by the
Sponsor, and taking into consideration the salvage value of the Equipment. The obligations arising under
this Section survive termination of this Fee Agreement.

ARTICLE V
MISCELLANEOUS

Section 5.1. 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:

AS TO THE COUNTY: Anderson County, South Carolina
Attn: Anderson County Administrator
101 S Main St.
Anderson, SC 29624

WITH COPIES TO: Leon Harmon
Anderson County Attorney
101 S Main St.
Anderson, SC 29624

James K. Price
Nexsen Pruet, LLC
55 E. Camperdown Way, Suite 400
Greenville, SC 29601
(864) 282-1164

AS TO THE SPONSOR: Sweet Grass Solar, LLC
c/o Southern Current, LLC
1634 Ashley River Road
Charleston, South Carolina 29407
ATTENTION: Greg S. K. Ness, General Counsel
(843) 277-2090

WITH COPIES TO: W. Ford Graham
K&L Gates LLP
134 Meeting Street, Suite 500
Charleston, South Carolina 29401
(843) 579-5600
Section 5.2. Binding Effect. This Fee Agreement and each document contemplated hereby or related hereto shall be binding upon and inure to the benefit of the Sponsor and the County and their respective successors and assigns. In the event of the dissolution of the County or the consolidation of any party 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 5.3. 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 5.4. 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 of South Carolina.

Section 5.5. 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 5.6. Amendments. The provisions of this Fee Agreement may only be modified or amended in writing by an agreement or agreements entered into between the parties.

Section 5.7. Further Assurance. From time to time the County agrees to execute and deliver to the Sponsor such additional instruments as the Sponsor may reasonably request to effectuate the purposes of this Fee Agreement.

Section 5.8. Severability. 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 so as to most closely effectuate the legal, valid and enforceable intent thereof and so as to afford the Sponsor with the maximum benefits to be derived herefrom, it being the intention of the County to offer the Sponsor the strongest inducement possible to locate the Project in the County.

Section 5.9. Limited Obligation. ANY OBLIGATION OF THE COUNTY CREATED BY OR ARISING OUT OF THIS FEE AGREEMENT SHALL BE A LIMITED OBLIGATION OF THE COUNTY, PAYABLE BY THE COUNTY SOLELY FROM THE PROCEEDS DERIVED UNDER THIS FEE AGREEMENT AND SHALL NOT UNDER ANY CIRCUMSTANCES BE DEEMED TO CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION.

Section 5.10. Force Majeure. Except for payments in lieu of taxes under this Fee Agreement the due dates of which are statutorily mandated, the Sponsor shall not be responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fire, floods, inability to obtain materials, conditions arising from government orders, acts or regulations, war or national emergency, or acts of God.

Section 5.11. Execution Disclaimer. Notwithstanding any other provisions, the County is executing this Fee Agreement as a statutory accommodation to assist the Sponsor in achieving the intended benefits and purposes of the Act. The County has made no independent legal or factual investigation regarding the particulars of this transaction and it executes this Fee Agreement in reliance upon representations by the Sponsor that this document complies with all laws and regulations, particularly those pertinent to industrial development projects in South Carolina.

[Signature page follows]

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Ordinance 2019-008
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 its Chairman and to be attested by the County Manager; and the Sponsor has caused this Fee Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

ANDERSON COUNTY, SOUTH CAROLINA

By: ________________________________
    Tommy Dunn, Chairman
    Anderson County Council

ATTEST:

Lacey Croegaert, Clerk to Council
Anderson County Council

SPONSOR:

SWEET GRASS SOLAR, LLC

By: Paul Fleury
Its: Manager
Exhibit A

Description of Real Estate

A portion of that certain piece, parcel, or tract of land, with all improvements thereon, situate lying or being in the County of Anderson, State of South Carolina, bearing Tax Map Number 252-00-02-010.
Exhibit B

Illustration of Special Source Revenue Credit Calculation

Negotiated FILOT Payment
(Fair Market Value (as adjusted for depreciation) x 6% Assessment Ratio x 321.5 mils)

- Net FILOT Payment
($7,400 (as adjusted for increases in power production))

= The Special Source Revenue Credit
(for the applicable year)
ORDINANCE NO. 2019-009

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT BY AND BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND A COMPANY OR COMPANIES KNOWN TO THE COUNTY AT THIS TIME AS PROJECT 20190114 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 industrial 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 Council adopted on March 5, 2019 an inducement resolution (the “Inducement Resolution”) with respect to certain proposed investment by [PROJECT 20190114], a (the “Company”) (which was known to the County at the time as “Project 20190114”), with respect to the acquisition, construction, and installation of land, buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute a new distribution/manufacturing facility in the County (collectively, the “Project”); and

WHEREAS, the Company has represented that the Project will involve an investment of approximately $13,000,000 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 Resolution, 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 infrastructure 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 is hereby authorized, empowered and directed to execute, acknowledge and deliver the Fee Agreement in the name of and on behalf of the County, and the Clerk to County Council is hereby authorized and directed to attest the same, and thereupon to cause the Fee Agreement to be delivered to the Company and cause a copy of the same to be delivered to the Anderson County Auditor, Assessor and Treasurer. The Fee Agreement is to be in substantially the form now before this meeting and hereby approved, or with such minor changes therein as shall be approved by the Chairman of County Council, upon advice of counsel, his execution thereof to constitute conclusive evidence of his approval of any and all changes or revisions therein from the form of Fee Agreement now before this meeting.

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

Section 4. The provisions of this ordinance are hereby declared to be separable and if any section, phrase or provisions shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.
Section 5. All ordinances, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This ordinance shall take effect and be in full force from and after its passage by the County Council.

ENACTED in meeting duly assembled this ___ day of ___, 2019.

ATTEST:

____________________________
Rusty Burns
Anderson County Administrator

____________________________
Lacey Croegaert
Clerk to Anderson County Council

APPROVED AS TO FORM:

____________________________
Leon Harmon
Anderson County Attorney

First Reading: March 5, 2019
Second Reading: __________, 20__
Third Reading: __________, 20__
Public Hearing: __________, 20__
STATE OF SOUTH CAROLINA

COUNTY OF ANDERSON

I, the undersigned Clerk to County Council of Anderson County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of an ordinance which was given reading, and received unanimous approval, by the County Council at its meetings of __________, 2019, __________, 2019, and __________, 2019, 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.

__________________________
Lacey Croegaert, Clerk to County Council,
Anderson County, South Carolina

Dated: __________, 2019
FEE IN LIEU OF TAX AND
SPECIAL SOURCE CREDIT AGREEMENT

Between

ANDERSON COUNTY, SOUTH CAROLINA

and

[PROJECT 20190114]

Dated as of __________, 2019
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SUMMARY OF CONTENTS OF FEE IN LIEU OF TAX AGREEMENT

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

<table>
<thead>
<tr>
<th>Company Name:</th>
<th>[Project 20190114]</th>
<th>Project Name:</th>
<th>Project 20190114</th>
</tr>
</thead>
<tbody>
<tr>
<td>Projected Investment:</td>
<td>$13,000,000</td>
<td>Location (street):</td>
<td>To be provided</td>
</tr>
<tr>
<td>Tax Map No.:</td>
<td>To be provided</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. FILOT</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Required Investment:</td>
<td>$13,000,000</td>
<td>Investment Period:</td>
<td>5 years</td>
</tr>
<tr>
<td>Assessment Ratio:</td>
<td>6%</td>
<td>Ordinance No./Date:</td>
<td></td>
</tr>
<tr>
<td>Fixed Millage:</td>
<td>316.5 mills</td>
<td>Net Present Value (if yes, discount rate):</td>
<td></td>
</tr>
<tr>
<td>Clawback information:</td>
<td>If the Contract Minimum Investment Requirement is not made during the Standard Investment Period, the FILOT is terminated retroactively</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. MCIP</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Included in an MCIP:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>If yes, Name &amp; Date:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. SSRC</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Amount:</td>
<td>Not to exceed $205,000 each year for years 1 - 4</td>
<td>Number of Years:</td>
<td>30 years</td>
</tr>
<tr>
<td>Yearly Increments:</td>
<td>85% years 1 – 4, 35% years 5 – 30</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Clawback information:</td>
<td>If the Contract Minimum Investment Requirement is not made during the Standard Investment Period, the SSRC is terminated retroactively</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Other information</td>
<td>In the event $13,000,000 has been invested within the Standard Investment Period, the Standard Investment Period shall be extended an additional 5 years.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
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 __________, 2019 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 20190114], a __________ organized and existing under the laws of the State of __________ (the “Company”).

RECITALS

1. Title 12, Chapter 44 (the “Pilot 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 PILOT 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 4-1-17 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 PILOT Act) desires to provide for the acquisition and construction of the Project (as defined herein) to constitute a new distribution/manufacturing facility in the County.

4. Based on information supplied by the Company, the County Council has evaluated the Project based on relevant criteria that include, but are not limited to, the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment, employment to be created or maintained, and the anticipated costs and benefits to the County. Pursuant to Section 12-44-40(H)(1) of the PILOT 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 __________, 2019, 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 PILOT Act and provides for the payment of fees in lieu of taxes and the
provision of Special Source Revenue Credits to reimburse the Company for payment of the cost of certain Infrastructure in connection with the Project, all as further described herein.

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

Section 1.01 Definitions

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

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

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


“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 20190114], 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 Affi 11689197.2

“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, selected and identified by the Company or any Sponsor Affiliate in its annual filing of a SCDOR PT-300S or comparable form with the Department (as such filing may be amended from time to time) for each year within the Investment Period.

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

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

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

“Extended Investment Period” shall mean the period ending five (5) years after the end of the Standard 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 plus the Extended Investment Period, if applicable.

“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.

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

“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 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 PILOT 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 PILOT 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 PILOT 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 PILOT 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 PILOT 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 316.5 mills, which is the millage rate in effect with respect to the location of the proposed Project as of June 30, 2019, as permitted under Section 12-44-50(A)(1)(d) of the FILOT Act.

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

Section 2.02 Representations, Warranties, and Agreements of the Company

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

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

(b) The Company intends to operate the Project as a "project" within the meaning of the FILOT Act as in effect on the date hereof. The Company intends to operate the Project for the purpose of a distribution/manufacturing facility, 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 Standard Investment Period.

[End of Article II]
ARTICLE III

COMMENCEMENT AND COMPLETION OF THE PROJECT

Section 3.01  The Project

(a) The Company intends and expects, together with any Sponsor Affiliate, to (i) construct and acquire the Project, and (ii) meet the Contract Minimum Investment Requirement within the Standard Investment Period. The Company anticipates that the first Phase of the Project will be placed in service during the calendar year ending December 31, 2019. In the event, the Contract Minimum Investment Requirement has been met within the Standard Investment Period, the Investment Period shall be extended to include the Extended Investment Period.

(b) Pursuant to the PILOT 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 PILOT payments under the PILOT Act 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 Standard 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 Standard 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 arm's-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 permits the Company and any Sponsor Affiliates to make annual FILOT payments.

Step 3: Use a millage rate of 316.5 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 four (4) consecutive years in an amount equal to eighty-five percent (85%) 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, but not to exceed $250,000 each year and thereafter, for a period of twenty-six (26) consecutive years in an amount equal to thirty-five percent (35%) of that portion of FILOT Payments payable by the Company with respect to the Project (that is, with respect to investment made by the Company in the Project during the Investment Period), calculated and applied after payment of the amount due the non-host county under the MCIP Agreement.

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

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

(d) Should the Contract Minimum Investment Requirement not be met by the end of the Standard Investment Period, any Special Source Credits otherwise payable under this Agreement shall no longer be payable by the County, and the Company shall be retroactively liable to the County for the amount of the Special Source Credits previously received by the Company, plus interest at the rate payable for late payment of taxes. Any amounts determined to be owing pursuant to the foregoing sentence shall be payable to the County on or before the one hundred twentieth (120th) day following the last day of the Standard Investment Period.
(e) As provided in Section 4-29-68 of the Code, to the extent any Special Source Credit is taken against fee in lieu of tax payment on personal property, and the personal property is removed from the Project at any time during the term of this Agreement (and not replaced with qualifying replacement property), the amount of the fee in lieu of taxes due on the personal property for the year in which the personal property was removed from the Project shall be due for the two (2) years immediately following such removal.

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

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

Section 4.03 Failure to Achieve Minimum Investment Requirement

(a) In the event the Company, together with any Sponsor Affiliates, fails to meet the Contract Minimum Investment Requirement by the end of the 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 \textit{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 PILOT 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 PILOT 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 PILOT 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 PILOT 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 PILOT shall be recorded using its income tax basis, and the calculation of the PILOT shall utilize the millage rate and assessment ratio in effect with regard to the original property subject to the PILOT.

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 PILOT 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 PILOT incentive ends, and this Fee Agreement is terminated, if the Company ceases operations at the Project. For purposes of this Section, “cesses operations” means closure of the facility or the cessation of production and shipment of products to customers for a continuous period of twenty-four (24) months. The 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 Standard Investment Period. Each of the Company and any Sponsor Affiliates agrees that if this Fee Agreement is terminated pursuant to this subsection, that under no circumstance shall the County be required to refund or pay any monies to the Company or any Sponsor Affiliates.

Section 5.02  Rights to Inspect

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

Section 5.03  Confidentiality

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

Section 5.04  Limitation of County’s Liability

Anything herein to the contrary notwithstanding, any financial obligation the County may incur hereunder, including for the payment of money, shall not be deemed to constitute a pecuniary liability or a debt or general obligation of the County (it being intended herein that any obligations of the County with respect to the Special Source Revenue Credits shall be payable only from PILOT 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 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); 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 PILOT benefit afforded hereunder with respect to any portion of the Project so transferred, leased, financed, or otherwise affected: (i) except in connection with any transfer to an Affiliate of the Company or of any Sponsor Affiliate, or transfers, leases, or financing arrangements pursuant to clause (b) above (as to which such transfers the County hereby consents), the Company and any Sponsor Affiliates, as applicable, shall obtain the prior consent or subsequent ratification of the County which consent or subsequent ratification may be granted by the County in its sole discretion; (ii) except when a financing entity which is the income tax owner of all or part of the Project is the transferee pursuant to clause (b) above and such financing entity assumes in writing the obligations of the Company or any Sponsor Affiliate, as the case may be, hereunder, or when the County consents in writing, no such transfer shall affect or reduce any of the obligations of the Company and any Sponsor Affiliates hereunder; (iii) to the extent the transferee or financing entity shall become obligated to make PILOT 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 
PILOT benefit afforded hereunder or result in penalties under the PILOT Act absent compliance by the 
Company and any Sponsor Affiliates with the Transfer Provisions.

Section 5.10 Administration Expenses

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

Section 5.11 Priority Lien Status

The County’s right to receive PILOT payments hereunder shall have a first priority lien status 
pursuant to Sections 12-44-90(E) and (F) of the PILOT 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 PILOT 
payments, of 5% per annum, compounded monthly, to accrue from the date on which the payment was 
due and, in the case of PILOT 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 PILOT 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 PILOT 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 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 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 hereof.

[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:

James K. Price
Nexsen Pruet, LLC
55 E. Camperdown Way, Suite 400
Greenville, South Carolina 29601

If to the County:

Anderson County
Attn: Rusty Burns, 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 hereof 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 and this Fee Agreement to effectuate the purposes of this Fee Agreement.

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.

[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 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:

Lacey Croegaert, Clerk to County Council,
Anderson County, South Carolina

[Signature Page 1 to Fee in Lieu of Tax and Special Source Credit Agreement]
[Signature Page 2 to Fee in Lieu of Tax and Special Source Credit Agreement]
EXHIBIT A

LEGAL DESCRIPTION

[Insert legal description here]
INVESTMENT CERTIFICATION

I __________, the __________ of __________ (the "Company"), do hereby certify in connection with Section 4.03 of the Fee in Lieu of Tax and Special Source Credit Agreement dated as of __________, 2019 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, __________ was $__________.

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

Name: ________________
Its: ________________
EXHIBIT C

INFRASTRUCTURE INVESTMENT CERTIFICATION

I, the of (the “Company”), do hereby certify in connection with Section 4.02 of the Fee in Lieu of Tax and Special Source Credit Agreement dated as of , 2019 between Anderson County, South Carolina and the Company (the “Agreement”), as follows:

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

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

(3) 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:

<table>
<thead>
<tr>
<th>Personal Property Description</th>
<th>Investment Amount</th>
</tr>
</thead>
</table>

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. 2019-012

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT BY AND BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND A COMPANY OR COMPANIES KNOWN TO THE COUNTY AT THIS TIME AS PROJECT 20180801 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 REVENUE 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 industrial 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 Council adopted on March 19, 2019 an inducement resolution (the “Inducement Resolution”) with respect to certain proposed investment by [PROJECT 20180801], a (the “Company”) (which was known to the County at the time as “Project 20180801”), with respect to the acquisition, construction, and installation of buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute an expansion of the Company’s existing research and development facility in the County (collectively, the “Project”); and

WHEREAS, the Company has represented that the Project will involve an investment of approximately $5,350,000 in the County and the creation of approximately (but not required) eighteen (18) new, full-time, jobs (with benefits) at the Project, all 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 Resolution, the County has agreed to, among other things, (a) enter into a Fee in Lieu of Tax and Special source revenue 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 infrastructure 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 is hereby authorized, empowered and directed to execute, acknowledge and deliver the Fee Agreement in the name of and on behalf of the County, and the Clerk to County Council is hereby authorized and directed to attest the same, and thereupon to cause the Fee Agreement to be delivered to the Company and cause a copy of the same to be delivered to the Anderson County Auditor, Assessor and Treasurer. The Fee Agreement is to be in substantially the form now before this meeting and hereby approved, or with such minor changes therein as shall be approved by the Chairman of County Council, upon advice of counsel, his execution thereof to constitute conclusive evidence of his approval of any and all changes or revisions therein from the form of Fee Agreement now before this meeting.

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

Section 4. The provisions of this ordinance are hereby declared to be separable and if any section, phrase or provisions shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.
Section 5. All ordinances, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This ordinance shall take effect and be in full force from and after its passage by the County Council.

ENACTED in meeting duly assembled this __ day of _____, 2019.

ATTEST:

__________________________________________
Rusty Burns
Anderson County Administrator

FOR ANDERSON COUNTY

__________________________________________
Tommy Dunn, Chairman
Anderson County Council

Lacey Croegaert, Clerk to Anderson County Council

APPROVED AS TO FORM:

__________________________________________
Leon Harmon, Anderson County Attorney

First Reading: __________, 20__
Second Reading: __________, 20__
Third Reading: __________, 20__
Public Hearing: __________, 20__
STATE OF SOUTH CAROLINA
COUNTY OF ANDERSON

I, the undersigned Clerk to County Council of Anderson County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of an ordinance which was given reading, and received unanimous approval, by the County Council at its meetings of _______, 2019, _______, 2019, and _______, 2019, 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.

Lacey Croegaert, Clerk to County Council,
Anderson County, South Carolina

Dated: _______, 2019
FEE IN LIEU OF TAX AND
SPECIAL SOURCE REVENUE CREDIT AGREEMENT

Between

ANDERSON COUNTY, SOUTH CAROLINA

and

[PROJECT 20180801]

Dated as of __________, 2019
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SUMMARY OF CONTENTS OF FEE IN LIEU OF TAX AGREEMENT

As permitted under Section 12-44-55(B), Code of Laws of South Carolina 1976, as amended (the "Code"), the parties have agreed to waive the requirements of Section 12-44-55 of the Code. The following is a summary of the key provisions of this Fee in Lieu of Tax and Special source revenue 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 revenue credit Agreement or a summary compliant with Section 12-44-55 of the Code.

<table>
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### 1. FILOT

- **Required Investment:** $5,350,000
- **Investment Period:** 5 years
- **Assessment Ratio:** 6%
- **Fixed Millage:** 321.5 mills

**Clawback information:** If the FILOT Act Minimum Investment Requirement is not made during the Investment Period, the FILOT is terminated retroactively.

### 2. MCIP

- **Included in an MCIP:** Yes
- **If yes, Name & Date:** Anderson County/Greenville County 2010 Park

### 3. SSRC

- **No. of Years:** 30 years
- **Yearly Increments:** 50% years 1 – 5, 40% years 6 – 15
- **Clawback information:**

### 4. Other information

If either the Contract Minimum Investment Requirement or the Jobs Creation Requirement is not made by the end of the fourth year during the Investment Period, the 50% SSRC will reduce to 20% through the 5th year.

If the Contract Minimum Investment Requirement and the Jobs Creation Minimum Requirement are made by the end of the 5th year (Investment Period), the 40% Special source revenue credit shall apply to the Project for the following 10-year period.

If either the Contract Minimum Investment Requirement or the Jobs Creation Minimum Requirement are not made by the end of the Investment Period, the 20% Special source revenue credit shall continue through 6th year.

If the Contract Minimum Investment Requirement and the Jobs Creation Requirement are made by the end of the sixth year, the 40% SSRC shall apply for the following 9-year period.
FEE IN LIEU OF TAX AGREEMENT

THIS FEE IN LIEU OF TAX AND SPECIAL SOURCE REVENUE CREDIT AGREEMENT (the "Fee Agreement") is made and entered into as of ______________, 2019 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 20180801], a ___________________________________ organized and existing under the laws of the State of ________________ (the "Company").

RECITALS

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

2. Sections 4-1-17 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 an expansion of the Company's facilities in the County for research and development.

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 ______________, 2019, the County Council has authorized the County to enter into this Fee Agreement with the Company which classifies the Project as Economic Development Property under the FILOT Act and provides for the payment of fees in lieu of taxes and the
provision of Special source revenue credits to reimburse the Company for payment of the cost of certain Infrastructure in connection with the Project, all as further described herein.

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

Section 1.01 Definitions

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

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

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

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

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

"Company" shall mean [PROJECT 20180801], 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 $5,350,000 in Economic Development Property subject (non-exempt) to ad valorem taxation (in the absence of this Fee Agreement).

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

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

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

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

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

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

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

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

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

“Economic Development Property” shall mean those items of real and tangible personal property of the Project which are eligible for inclusion as economic development property under the FILOT Act, 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 revenue 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 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.

“Jobs Creation Minimum Requirement” shall mean the creation of at least twelve (12) 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 Agreement for the Development of a Joint County Industrial and Business Park (2010 Park) dated as of December 1, 2010, as amended, between the County and Greenville County, South Carolina, as the same may be further amended or supplemented from time to time, or such other agreement as the County may enter with respect to the Project to offer the benefits of the Special source revenue credits to the Company hereunder.

“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 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 PILOT Act permits.

“Special source revenue credits” shall mean the annual special source revenue 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 PILOT Act to be entitled to the benefits of this Fee Agreement with respect to its participation in the Project, all as set forth in Section 5.13 hereof.

“State” shall mean the State of South Carolina.

“Termination Date” shall mean, with respect to each Phase of the Project, the end of the last day of the property tax year which is the 29th year following the first property tax year in which such Phase of the Project is placed in service; provided, that the intention of the parties is that the Company will make at least 30 annual PILOT 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 PILOT 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 PILOT 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 FILO 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 FILO 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 321.5 mills, which is the millage rate in effect with respect to the location of the proposed Project as of June 30, 2019, as permitted under Section 12-44-50(A)(1)(d) of the FILO Act.

(e) The County will use its reasonable best efforts to cause the Project to be located in an MCIP for a term extending at least until the end of the period of FILOT Payments against which a 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 __________, 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 FILO Act as in effect on the date hereof. The Company intends to operate the Project for the purpose of a research and development facility, and for such other purposes that the FILO 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, (i) the Contract Minimum Investment Requirement and (ii) the Jobs Creation Minimum Requirement, all 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 and the Jobs Creation Minimum 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, 2019.

(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 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 and the Jobs Creation Minimum 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 permits the Company and any Sponsor Affiliates to make annual FILOT payments.

Step 3: Use a millage rate of 321.5 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 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 and subject to subsections (d), (e) and (f) below, 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 revenue credits against the Company’s FILOT Payments for a period of five (5) consecutive years in an amount equal to fifty percent (50%) 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, and thereafter, for a period of ten (10) consecutive years in an amount equal to forty percent (40%) of that portion of FILOT Payments payable by the Company with respect to the Project (that is, with respect to investment made by the Company in the Project during the Investment Period), calculated and applied after payment of the amount due the non-host county under the MCIP Agreement.

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

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

(d) In the event the Company, together with any Sponsor Affiliates, fails to meet either the Contract Minimum Investment Requirement or the Jobs Creation Minimum Requirement by the end of the fourth (4th) year following the Commencement Date, the 50% Special source revenue credit will reduce to 20% through the remainder of the initial 5-year period.

(e) In the event the Company, together with any Sponsor Affiliates, meets the Contract Minimum Investment Requirement and the Jobs Creation Minimum Requirement by the end of the Investment Period, the 40% Special source revenue credit shall apply to the Project for the following 10-
year period, but no lost Special source revenue credits, if any, may be captured by the Company. If, however, the Company, together with any Sponsor Affiliates, fails to meet either the Contract Minimum Investment Requirement or the Jobs Creation Minimum Requirement by the end of the Investment Period, the 20% Special source revenue credit shall continue through the sixth (6th) year following the Commencement Date.

(f) In the event the Company, together with any Sponsor Affiliates, meets the Contract Minimum Investment Requirement and the Jobs Creation Minimum Requirement by the end of the sixth (6th) year following the Commencement Date, the 40% Special source revenue credit shall apply to the Project for the remainder of the 10-year period, but no lost Special source revenue credits, if any, may be captured by the Company. If, however, the Company, together with any Sponsor Affiliates, fails to meet either the Contract Minimum Investment Requirement or the Jobs Creation Minimum Requirement by the end of the sixth (6th) year following the Commencement Date, the Special source revenue credit will terminate.

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

(h) Each annual Special source revenue 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 revenue credit to be provided to the Company for such property tax year.

(i) 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.

Section 4.03 Failure to Achieve FILOT Act Minimum Investment Requirement

(a) In the event the Company, together with any Sponsor Affiliates, fails to meet the FILOT Act Minimum Investment Requirement by the end of the Investment Period, this Fee Agreement shall terminate and the Company and such Sponsor Affiliates shall pay the County an amount which is equal to the excess, if any, of (i) the total amount of ad valorem taxes as would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the items of property comprising the Economic Development Property were not Economic Development Property, but with appropriate reductions equivalent to all tax exemptions and abatements to which the Company and such Sponsor Affiliates would be entitled in such a case, through and including the end of the Investment Period, over (ii) the total amount of FILOT payments the Company and such Sponsor Affiliates have made with respect to the Economic Development Property (after taking into account any Special source revenue 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 and the cumulative number of new, full-time jobs created by the Company with respect to 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 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 research and development for a continuous period of twelve (12) months. The provisions of Section 4.03 hereof relating to retroactive payments shall apply, if applicable, if this Fee Agreement is terminated in accordance with this Section prior to the end of the Investment Period. Each of the Company and any Sponsor Affiliates agrees that if this Fee Agreement is terminated pursuant to this subsection, that under no circumstance shall the County be required to refund or pay any monies to the Company or any Sponsor Affiliates.

Section 5.02  Rights to Inspect

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

Section 5.03  Confidentiality

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

Section 5.04  Limitation of County’s Liability

Anything herein to the contrary notwithstanding, any financial obligation the County may incur hereunder, including for the payment of money, shall not be deemed to constitute a pecuniary liability or a debt or general obligation of the County (it being intended herein that any obligations of the County with respect to the Special source revenue credits shall be payable only from FILOT payments received
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 is leasing the portion of the Project in question from the Company or any Sponsor Affiliate, the Company and any Sponsor Affiliates, as applicable, shall obtain the prior consent or subsequent ratification of the County which consent or subsequent ratification may be granted by the County in its sole discretion; (ii) except when a financing entity which is the income tax owner of all or part of the Project is the transferee pursuant to clause (b) above (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; (iii) except when a financing entity which is the income tax owner of all or part of the Project is the transferee pursuant to clause (b) above and such financing entity assumes in writing the obligations of the Company or any Sponsor Affiliate, as the case may be, hereunder, or when the County consents in writing, no such transfer shall affect or reduce any of the obligations of the Company and any Sponsor Affiliates hereunder; (iii) to the extent the transferee or financing entity shall become obligated to make FILOT Payments hereunder, the transferee shall assume the then current basis of, as the case may
be, the Company or any Sponsor Affiliates (or prior transferee) in the portion of the Project transferred; (iv) the Company or applicable Sponsor Affiliate, transferee or financing entity shall, within sixty (60) days thereof, furnish or cause to be furnished to the County and the Department a true and complete copy of any such transfer agreement; and (v) the Company, the Sponsor Affiliates and the transferee shall comply with all other requirements of the Transfer Provisions.

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

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

Section 5.10 Administration Expenses

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

Section 5.11 Priority Lien Status

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

Section 5.12 Interest; Penalties

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

Section 5.13 Sponsor Affiliates

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

[End of Article V]
ARTICLE VI
DEFAULT

Section 6.01 Events of Default

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

(a) Failure by the Company or any Sponsor Affiliate to make the PILOT 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 FILOT Act Minimum Investment Requirement, the Contract Minimum Investment Requirement or the Jobs Creation Minimum 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:

James K. Price
Nexsen Pruet, LLC
55 E. Camperdown Way, Suite 400
Greenville, South Carolina 29601

If to the County:

Anderson County
Attn: Rusty Burns, 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 therefrom, 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 \textit{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.

[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 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:

Lacey Croegaert, Clerk to County Council,
Anderson County, South Carolina

[Signature Page 1 to Fee in Lieu of Tax and Special source revenue credit Agreement]
By: ____________________________
Its: ____________________________

[Signature Page 2 to Fee in Lieu of Tax and Special source revenue credit Agreement]
EXHIBIT A

LEGAL DESCRIPTION

[Insert legal description here]
EXHIBIT B

INVESTMENT AND JOBS CREATION CERTIFICATION

I, the [Name], of [Company], do hereby certify in connection with Section 4.03 of the Fee in Lieu of Tax and Special Source Revenue Credit Agreement dated as of [Date], 2019 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 [Date], 20__ (that is, the beginning date of the Investment Period) and ending December 31, 20__, is $_______.

(3) The number of full-time jobs at the Company facilities where the Project is located was ____ persons as of [Date], 20__ (the beginning date of the Investment Period).

(4) The number of net new, full-time jobs created at the Project since [Date], 20__ (the beginning date of the Investment Period) is ____ persons.

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

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

Name: __________________________________
Its: ___________________________________
EXHIBIT C

INFRASTRUCTURE INVESTMENT CERTIFICATION

I __________, the __________ of __________ (the “Company”), do hereby certify in connection with Section 4.02 of the Fee in Lieu of Tax and Special source revenue credit Agreement dated as of __________, 2019 between Anderson County, South Carolina and the Company (the “Agreement”), as follows:

(1) As of the date hereof, the aggregate amount of Special source revenue credits previously received by the Company and any Sponsor Affiliates is $__________.

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

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

<table>
<thead>
<tr>
<th>Personal Property Description</th>
<th>Investment Amount</th>
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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: _______________________________________________
RESOLUTION NO. R2019-012

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN INDUCEMENT AGREEMENT BY AND BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND PROJECT 20180801, HEREBY, UNDER CERTAIN CONDITIONS, ANDERSON COUNTY WILL EXECUTE A FEE IN LIEU OF TAX AND SPECIAL SOURCE REVENUE 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 HEREBY PROJECT 20180801 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 20180801 (the "Company") has requested that the County assist in the acquisition, construction and installation of buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute an expansion to its existing research and development facility in the County (collectively, the "Project"), which will result in expected investment by the Company in the Project of at least $5,350,000 in non-exempt investment and the expected creation of approximately (but not required) eighteen (18) new, full-time jobs (with benefits) in connection therewith 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 revenue 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 FILO 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 Companies 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 revenue 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 revenue 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 19th day of March, 2019.

ANDERSON COUNTY, SOUTH CAROLINA

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

ATTEST:

_____________________________
Lacey Croegaert, Clerk to County Council,
Anderson County, South Carolina

APPROVED AS TO FORM:

_____________________________
Leon Harmon, County Attorney,
Anderson County, South Carolina
INDUCEMENT AGREEMENT

THIS INDUCEMENT AGREEMENT (this "Agreement") made and entered into as of March 19, 2019 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 20180801], 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 "PILOT 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 revenue 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 buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute an expansion to its existing research and development facility in the County (collectively, the "Project"), which will result in an expected investment by the Company in the Project of at least $5,350,000 (the "Investment Target") and the expected creation by the Company of eighteen (18) net new, full-time, jobs (with benefits) with respect thereto, but not less than twelve (12) net new, full-time, jobs (with benefits) at the Project (the "Jobs Creation 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 PILOT 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 PILOT 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 March 19, 2019, 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 Sourced 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 321.5 mills (that is, the cumulative millage rate in effect at the site of the Project for all taxing entities as of June 30, 2019); 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 Companies, in their 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 revenue credit against payments in lieu of taxes by the Companies 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 revenue credit equal to 50% 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 revenue credit equal to 40% 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 10 consecutive years (for a total of 15 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 revenue credit is taken.

In no event shall the aggregate amount of any special source revenue 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 fail to meet the Investment Target or the Jobs Creation Target by the end of the Investment Period, any special source revenue credits otherwise payable under the Fee Agreement shall no longer be payable by the County, and the Company shall be retroactively liable to the County for the amount of the special source revenue credits previously received by the Company, plus interest at the rate payable for late payment of taxes.

ARTICLE III
UNDERTAKINGS ON THE PART OF THE COMPANIES

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 PILOT 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 agrees also 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 and the Jobs Creation 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 REVENUE 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 REVENUE 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 revenue 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 Companies on or before December 31, 2019, 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 their 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 Companies.

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:

______________________________ 
Lacey Croegaert, Clerk to County Council, 
Anderson County, South Carolina

[SIGNATURE PAGE 1 OF INDUCEMENT AGREEMENT]
[PROJECT 20180801]

By: ____________________________
Name: __________________________
Title: ___________________________
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 March 19, 2019, 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: March _____, 2019
RESOLUTION NO. R2019-013

A RESOLUTION TO APPROVE THE PARTICIPATION OF ANDERSON COUNTY, SOUTH CAROLINA, IN DEVELOPMENT OF AN AMICUS BRIEF TO THE UNITED STATES SUPREME COURT RELATED TO KINDER MORGAN ENERGY PARTNERS, L.P. V. UPSTATE FOREVER, CASE NO. 18-268; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Kinder Morgan has petitioned the United States Supreme Court for a writ of certiorari to review the United States Court of Appeals for the Fourth Circuit opinion in the case of Kinder Morgan Energy Partners, L.P. v. Upstate Forever;

WHEREAS, the United States Supreme Court has granted a writ of certiorari in a Hawaii case with substantially the same issues in the Kinder Morgan case and is holding in abeyance a decision in the Kinder Morgan case until the Hawaii case is resolved;

WHEREAS, the environmental groups involved in the Kinder Morgan case have requested Anderson County’s involvement in preparation of an Amicus Brief to the Supreme Court in the Hawaii case on the issues in the Kinder Morgan case; and

WHEREAS, the Amicus Brief would be prepared in conjunction with the Environmental and Regulatory Law Clinic of the University of Virginia School of Law at no cost to Anderson County.

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

1. The Anderson County Council approves the County’s participation in preparation of an Amicus Brief to the United States Supreme Court in a matter related to the Kinder Morgan case and further directs the County Administrator and the County Attorney to execute any documents related to this matter.
2. All orders and resolutions in conflict herewith are, to the extent of such conflict only, repealed and rescinded.

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

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

Resolved in meeting duly assembled this 19th day of March, 2019.

ATTEST:

Rusty Burns
Anderson County Administrator

Lacey A. Croegaert
Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
County Attorney

FOR ANDERSON COUNTY

Tommy Dunn, Chairman
Anderson County Council
AGENDA
Planning and Public Works Committee Meeting
Wednesday, March 6, 2019 at 11:30 am
Anderson Historic Courthouse
2nd Floor Conference Room
101 South Main Street, Anderson, South Carolina 29622
M. Cindy Wilson, Presiding

Planning/Public Works Committee

Consisting of three members of Council, functions as a review, oversight and advisory body of subdivision regulations, building and other regulatory codes, the zoning ordinance, transportation, rights of way, building and grounds, licenses and business regulations, community development, and housing authority programs, public works department, and other matters thereto.

1. Call to Order: Chairman M. Cindy Wilson
2. Invocation and Pledge: Mr. Craig Wooten
3. Review of Zoning Standards in relation to Commercial uses and storage on residential properties Ms. Alesia Hunter
4. Update on Affordable Housing Issues
   a. Leadership Anderson Tiny Home Update Mr. Steve Newton
   Mr. Seth Riddley
5. Zoning Advisory Group Update Dr. Jeff Parkey
6. Overview of Capital Improvement Plan for Fiscal Years 2021-2024 Dr. Jeff Parkey
7. Discussion of Constituent issues with Van Accessible parking Ms. Celia Myers
8. Citizens Comments
9. Adjournment

Committee Members: M. Cindy Wilson, Chair
Honorable Craig Wooten
Honorable Jimmy Davis
March 3, 2019

Cindy Wilson,

Cindy, thank you for responding to my concerns over “holes” in our Zoning/Land-Use ordinances that lead to uses of residentially zoned land that are basically Commercial/Industrial in nature. I understand that you have a meeting on March 6 to discuss this topic among others.

My input for the meeting:

From the current Code of Ordinances for Anderson County, SC-

*Section 5:3. - R-40, R-20, R-15, R-12, R-10, and R-8, Single-Family Residential Districts.*

These residential districts are established as areas in which the principal use of land is for single-family dwellings and for related recreational, religious, and educational facilities normally required to provide an orderly and attractive residential area. The regulations for these districts are intended to discourage any use which, because of its characteristics, would interfere with the development of or be detrimental to the quiet residential nature of the area included in the districts.

Basically, the intent is to have language that would prohibit activities that would be of detriment to the residential nature of land that has been zoned for that purpose.

The language, though, does not prohibit certain types of use, that I believe should be disallowed, and therefore staff does not have the tools to address these types of use.

The current language discourages/prohibits conducting a “storefront” type of business from residential property:

- Signage identifying the location as a business is covered.
- Having customers access the property in order to conduct business (like going to a store) is “kinda’ covered.

There are three uses I would like to see ordinance language address:

1. Business is conducted off-site but the means to do business is conducted on site. I am not referring to a home-office environment but one that involves and takes over the land of the residence.

   - An example is a heavy landscape or arborist services that use multiple heavy machinery to provide the service and the residence property is dedicated to the storage of all of that equipment when the work day is over.
   - This type of machinery has no place on residential property.
Commercial grade chipper/shredders and associated hauling equipment.
Bobcat and other earth moving machinery
Cranes and other lift devices
Back hoes and trenching equipment
Drilling equipment - horizontal or vertical

- Refuse (limbs, logs, chippings) from the activity conducted off-site should not be dumped/stored on-site.

2. Residential Property should not be used to advertise the sale of used cars by parking used cars for sale on the property to take advantage of corner locations or high traffic roads.
   - In this case, business is being conducted on the property as customers park on the street and approach the cars and "check them out."
   - But, I have been informed that up to and including five cars/trucks can be offered for sale on residential property.
   - The residential property has in effect become a permanent used car lot and this should not be allowed.

3. Another example of business being conducted off site but the means to conduct business is stored on site is with vehicles like long haul tractor trailers, tour busses and garbage trucks. Parking these types of vehicles on residential property should not be allowed.

Cindy, I not recommending these changes as I understand that "good house keeping" of property is not something that can be legislated. I care and recommend changes to our ordinances when the use of a property is not as intended in our zoning ordinances and the result is the lowering of property values and quality of life for those that chose a zoned area as a means of protection.

I am not proposing specific language as Council has professional and fully competent staff that can propose the correct language if tasked for that activity by Council.

Again, thank you for listening and starting a process! If I can be of any assistance, please call on me.

Dan McKinney
4034 Windward Trail
Anderson, SC 29621
mckinney3@mac.com
864 617-1011
### Zoning Advisory Group Meetings

**January 2018 - February 2019**

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<th>District</th>
<th>Meetings Attempted</th>
<th>Meetings Held</th>
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### Attendance Records
*(January 2018 – February 2019)*

#### District 1
**Members** | **Present** | **Not Present** | **Member's Attendance Rate**
--- | --- | --- | ---
Ron Smith | 1 | 0 | 100%
Herbert Nymark | 1 | 0 | 100%

#### District 4
**Members** | **Present** | **Not Present** | **Member's Attendance Rate**
--- | --- | --- | ---
Tom Roose | 4 | 0 | 100%
Charlie Wham | 3 | 1 | 75%
Andy Croft | 4 | 0 | 100%

#### District 6
**Members** | **Present** | **Not Present** | **Member's Attendance Rate**
--- | --- | --- | ---
Seth Landrum | 2 | 0 | 100%
David Bagwell | 2 | 0 | 100%
Kelly Don Nations | 1 | 1 | 50%
Barry Orr | 2 | 0 | 100%

#### District 7
**Members** | **Present** | **Not Present** | **Members' Attendance Rate**
--- | --- | --- | ---
Susan Temple | 3 | 1 | 75%
Norlene Leake | 3 | 1 | 75%
Bill Eaton | 4 | 0 | 100%
Kathryn Bucks | 3 | 1 | 75%
Catherine Hamby | 4 | 0 | 100%
Carolyn Cooley | 3 | 1 | 75%
Patricia Seawright | 1 | 0 | 100%
Phillip Clardy | 1 | 0 | 100%
## CIP Estimates for FY 2021-2024

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<th>CIP Projects by Department</th>
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<th>FY 2022</th>
<th>FY 2023</th>
<th>FY 2024</th>
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## CMP Estimates for FY 2021-2024

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Recycling/ Solid Waste Committee Agenda

Committee Members:
The Honorable Brett Sanders, Chairman
The Honorable Craig Wooten
The Honorable Ray Graham

Wednesday, March 13, 2019 at 10:00am
Historic Courthouse
Administrator’s Conference Room- Second Floor

Chairman Brett Sanders, Presiding

1. Call to Order: Chairman Brett Sanders

2. Invocation and Pledge of Allegiance: Honorable Craig Wooten

3. Discussion on short-term and long-term plans for litter control

4. Citizens Comments:

5. Adjournment:
AGENDA
Planning and Public Works Committee Meeting
Friday, March 15, 2019 at 9:30 am
Anderson Historic Courthouse
2nd Floor Conference Room
101 South Main Street, Anderson, South Carolina 29622
M. Cindy Wilson, Presiding

Planning/Public Works Committee

Consisting of three members of Council, functions as a review, oversight and advisory
body of subdivision regulations, building and other regulatory codes, the zoning
ordinance, transportation, rights of way, building and grounds, licenses and business
regulations, community development, and housing authority programs, public works
department, and other matters thereto.

1. Call to Order: Chairman M. Cindy Wilson

2. Invocation and Pledge: Mr. Craig Wooten

3. Recommendations regarding amendments to the Ms. Alesia Hunter
   Zoning Standards in relation to commercial uses
   and storage on residential properties

4. Traffic Study Resolution Dr. Jeff Parkey

5. Recommendations regarding Zoning Advisory Groups Dr. Jeff Parkey

6. Overview of Capital Improvement Plan for Dr. Jeff Parkey
   Fiscal Years 2021-2024

7. New Business

8. Citizens Comments

9. Adjournment

Committee Members: M. Cindy Wilson, Chair
Honorable Craig Wooten
Honorable Jimmy Davis
ORDINANCE #2019-xxx

AN ORDINANCE TO AMEND CHAPTER 70, ARTICLE 6 OF THE ANDERSON COUNTY CODE OF ORDINANCES, SO AS TO CLARIFY STORAGE OF COMMERCIAL EQUIPMENT IN RESIDENTIAL ZONES; AND OTHER MATTERS RELATED THERETO.

WHEREAS, the County wishes to clarify requirements for the storage of commercial equipment in residentially zoned areas; and

WHEREAS, the Anderson County Planning Commission held a duly advertised Public Hearing on xxx, 2019, after which it reviewed the proposed revisions as described in Exhibit A, and recommended the proposed revisions to County Council; and

WHEREAS, Anderson County Council wishes to amend Chapter 70, Article 6 of the Anderson County Code of Ordinances, attached hereto and incorporated herein as Exhibit A.

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

1. Chapter 70, Article 6 of the Anderson County Code of Ordinances is hereby amended to include the language attached hereto as Exhibit A.

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

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

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

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

6.4 Commercial equipment and materials. In all “R” Districts, with the exception of R-A, all commercial equipment and materials associated with an off-site business that are stored on a property must be kept enclosed or otherwise screened from public view, e.g., using 6-foot high stockade fence. Such equipment and materials may include but are not limited to tractors, backhoes, front end loaders, skidsteers, ditchwatches, grinders, chippers, shredders, large commercial equipment, or other machinery; logs, stumps, mulch, or debris; paper, plastic, and cardboard debris or containers; auto parts and tires; appliances and furniture; rock, gravel, railroad ties, building materials, or other supplies or materials.
ATTEST: Ordinance 2019-xxx

Rusty Burns
Anderson County Administrator

Lacey Croegeart,
Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon, Esq.
Anderson County Attorney

1st Reading: xxx, 2019
2nd Reading: xxx, 2019
3rd Reading: xxx, 2019
Public Hearing: xxx, 2019
RESOLUTION NO. R2019-014

A RESOLUTION TO REQUIRE THAT TRAFFIC IMPACT STUDIES AS REQUIRED BY CHAPTER 38, SECTION 118 (F) OF THE CODE OF ORDINANCES, ANDERSON COUNTY, SOUTH CAROLINA, BE CONDUCTED BY AN ENGINEER LICENSED IN SOUTH CAROLINA WITH EXPERIENCE IN THE CONDUCT OF SUCH STUDIES AND WHO THE COUNTY HAS SELECTED FOR ON-CALL TRAFFIC STUDY SERVICES; AND OTHER MATTERS RELATED THERETO.

WHEREAS, certain proposed developments within Anderson County require a Traffic Impact Study as outlined in Section 38-118 of the Code of Ordinances, Anderson County, South Carolina;

WHEREAS, the County Council desires to achieve uniformity in the content and methodology of traffic impact studies; and

WHEREAS, the County Council desires that the County maintain an approved list of South Carolina licensed engineers to provide traffic study services.

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

1. The County Administrator is hereby directed through the County procurement process to develop a list of not fewer than two (2) traffic engineering firms that have engineer(s) licensed by the State of South Carolina with traffic impact study experience for the purpose of performing traffic impact studies for projects which Section 38-118(f) of the Anderson County Code requires.

2. The County Administrator is further directed to develop a procedure whereby any project within Anderson County requiring a traffic impact study will be performed by an engineering firm on the County’s approved list and hired by the County to perform the traffic impact study, including without limitation, the following:
a. County staff shall determine the scope of services required in the traffic impact study and obtain a cost estimate for such services from an approved engineering firm.

b. The project applicant shall provide funds to the County equal to the estimate plus ten percent for the traffic impact study. Any funds not used by the engineering firm for the traffic impact study shall be returned to the applicant in a timely manner without interest.

c. The County may require additional fees for the traffic impact study from the applicant if: (i) the scope of the traffic study expands; (ii) the applicant substantially amends the application; (iii) additional meetings with the engineer are requested by the applicant; (iv) the engineer’s presence is requested at meetings with other federal, state, or local agencies, boards, or committees not anticipated in the earlier scope of services.

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 unenforceable by a court of competent jurisdiction, such finding shall not affect the remainder of hereof, all of which is hereby deemed separable.

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

Resolved in meeting duly assembled this __ day of __________, 2019.

ATTEST:

Rusty Burns
Anderson County Administrator

Lacey A. Croegaert
Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
County Attorney
DATE: March 13, 2019
TO: PPW Committee Members; Mr. Burns
FROM: Celia Boyd Myers, Assistant Director, Planning and Community Development
SUBJECT: CIP Purpose

The Capital Improvement Planning (CIP) process is a strategic, long-range planning, and financial tool, helpful to local jurisdictions. Every year, the Planning Department requests all County departments to consider their long-term capital needs and to share capital improvements projects of $10,000 or more with us. The Planning Department compiles this information and forwards it to the Planning Commission, County Council, the Administrator, and Finance.

The CIP process is beneficial to County departments in several ways. The process helps departments foresee large expenditures, allowing time for appropriate planning prior to the need. It also allows departments to better manage their workloads by having a timetable for large projects. Finally, the CIP can enable coordination of projects among departments, so as to avoid piecemeal improvements or duplication of expenses. Overall, the CIP process can help County departments maintain their continuity of service, to the greater benefit of our citizens into the future.

As the CIP projections are formulated by each department, the individual department heads are prepared to discuss these requests, as needed.

From the perspective of the Planning Department, capital improvements projections not only make us aware of upcoming budget requests and projects, but also help us see the big picture in terms of the future needs of the County. The CIP can help prioritize these needs, in terms of potential revenue sources, and also Council’s goals and objectives. Finally, capital improvements planning helps to maintain steady capital funding and reduce fluctuations in funding sources, in general.

Staff is happy to assist Council in any way it wishes in using the CIP information.

Respectfully,
Celia Boyd Myers

PO Box 8002, Anderson, South Carolina 29622-8002 | www.andersoncountysc.org
Sewer Ad-Hoc Committee Agenda

Committee Members:
The Honorable Craig Wooten, Chairman
The Honorable Brett Sanders
The Honorable Jimmy Davis

Friday, March 15, 2019 at 11:30am
Historic Courthouse
Administrator's Conference Room- Second Floor

Chairman Craig Wooten, Presiding

1. Call to Order: Chairman Craig Wooten
2. Invocation and Pledge of Allegiance: Honorable Jimmy Davis
3. Sewer in Northeastern Anderson County (MOU with REWA)
   Mr. Rusty Burns/ Mr. Leon Harmon
4. Sewer Summer Adjustments:
   Mr. Derrick Singleton
5. Citizens Comments:
6. Adjournment:
FINANCE COMMITTEE AGENDA
Committee Members:
The Honorable Craig Wooten, Chairman
The Honorable M. Cindy Wilson
The Honorable Brett Sanders

Friday March 15, 2019 - 12:30 p.m.

Historic Courthouse
Administrator’s Conference Room - Second Floor

Chairman Craig Wooten, Presiding

1. Call to Order
2. Invocation and Pledge of Allegiance
3. Request regarding Recreational Funding
4. Bids
   a. Bid #19-030 Class 2 Aircraft Rescue & Fire Fighting Vehicle
   b. Bid #19-042 Historic McCants Gym Re-roof
5. Capital
   a. Donation of truck to the Town of Honea Path
   b. Belton Building
   c. Mill Town Players New Sign
6. Financial Update
   a. Review of 2018 CARR & SEFA
   b. Reward for Suggested Improvements to Operations
   c. Reward for Operating Under Budget
7. Citizens Comments
8. Adjournment

Chairman Wooten
Honorable Craig Wooten
Mr. Denny Floyd
Mr. Robert Carroll
Mr. Rusty Burns
Mr. Rusty Burns
Mr. Rusty Burns
Ms. Rita Davis

Tommy Dunn
Chairman, District 5

Ray Graham
V. Chairman, District 3

Craig Wooten
Council District 1

Gracie Floyd
Council District 2

Brett Sanders
Council District 4

Jimmy Davis
Council District 6

Cindy Wilson
Council District 7

Lacey Craigaert
Clk. to Council

Rusty Burns / County Administrator
rburns@andersoncountysc.org

PO Box 8002, Anderson, South Carolina 29622-8002 | www.andersoncountysc.org
## Anderson County Purchasing Department Bid Tabulation

**BID# 19-030 CLASS 2 AIRCRAFT RESCUE & FIRE FIGHTING VEHICLE**

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 OSHKOSH</td>
<td>$322,107.00 + TAX</td>
</tr>
<tr>
<td>2 ROSENBAUER</td>
<td>$336,070.00 + TAX</td>
</tr>
<tr>
<td>3 MERCER</td>
<td>NR</td>
</tr>
<tr>
<td>4 SPARTAN FIRE</td>
<td>NR</td>
</tr>
<tr>
<td>5 DSFTCWB</td>
<td>NR</td>
</tr>
<tr>
<td>6 UNRUH FIRE</td>
<td>NR</td>
</tr>
<tr>
<td>7 KME FIRE</td>
<td>NR</td>
</tr>
<tr>
<td>8</td>
<td></td>
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<tr>
<td>9</td>
<td></td>
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<tr>
<td>10</td>
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<td>11</td>
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<tr>
<td>12</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td></td>
</tr>
<tr>
<td>14</td>
<td><strong>AWARDED TO:</strong></td>
</tr>
</tbody>
</table>

*OSHKOSH*
SOLICITATION OFFER AND AWARD FORM

ANDERSON COUNTY PURCHASING, ANDERSON, SOUTH CAROLINA 29624

REQUEST FOR SOLICITATIONS, OFFER AND AWARD

1. SOLICITATION: # 19-030

2. ISSUE DATE: November 8, 2018

3. FOR INFORMATION CONTACT:
rcarroll@andersoncountysc.org

5. SUBMIT BID TO:
Anderson County Purchasing Department
101 S. Main Street, Room 115
Anderson, S.C. 29624
Attn: Bid #19-030

6. Submission Deadline: Thursday, December 13, 2018
Time: 11:00 A.M.

7. Submit Sealed Bid

8. Firm Offer Period: Bids submitted shall remain firm for a period of Sixty (60) calendar days from date specified in block 6.

9. BUSINESS CLASSIFICATION

☐ Woman Business Enterprise
☐ Minority Business Enterprise
☐ Disadvantaged Business Enterprise
N/A

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):
Oshkosh Airport Products, LLC
1515 County Road O
Neenah, WI 54956

c-mail: elampe@airport.oshkoshcorp.com
Telephone # (920) 215-5133
Fax # 920-215-5144
Federal Identification Number: N/A

12. Name & Title of Person Authorized to sign the Bid.
(Type or Print):
Erik J. Lampe
Vice President and General Manager

13. Bidder’s Signature & Date

14. Total amount of award:

15. Successful Bidder:

16. Contracting Officer or Authorized Representative:
Robert E. Carroll

17. Signature:

18. Award date:

AWARD (To be completed by Anderson County)
EXHIBIT B
ANDERSON COUNTY BID FORM

Name of Party submitting the Bid: Oshkosh Airport Products, LLC

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: Class 2 Aircraft Rescue and Fire Fighting Vehicle
Bid # 19-030

<table>
<thead>
<tr>
<th>Qty</th>
<th>Unit</th>
<th>Description</th>
<th>Unit Cost</th>
<th>Extended Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Each</td>
<td>Class 2 Aircraft Rescue and Fire Fighting Vehicle</td>
<td>$322,107.00</td>
<td>$322,107.00</td>
</tr>
</tbody>
</table>

**S.C. TAX**

**TOTAL** $322,107.00

Delivery to Anderson County Fleet Services - On or before 360 days after receipt of purchase order and/or signed contract by both parties. Delivery in accordance with AIP Handbook 5100.38D.

**** Price must include delivery to Anderson County Fleet Services located at Michelin Blvd., Anderson, S.C.
# Anderson County Purchasing Department Bid Tabulation

**BID# 19-042 Historic McCants Gym Re-roof**

<table>
<thead>
<tr>
<th>Vendor</th>
<th>TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Turnkey Roofing</td>
<td>$251,750.00</td>
</tr>
<tr>
<td>2 Benton Roofing</td>
<td>$255,000.00</td>
</tr>
<tr>
<td>3 Land Roofing</td>
<td>$374,000.00</td>
</tr>
<tr>
<td>4 J.A. Piper</td>
<td>$358,457.00</td>
</tr>
<tr>
<td>5 WNC Roofing</td>
<td>$277,300.00</td>
</tr>
<tr>
<td>6 Allcon Roofing</td>
<td>$588,000.00</td>
</tr>
<tr>
<td>7 Pickens Roofing</td>
<td>$312,972.00</td>
</tr>
<tr>
<td>8 Cannon</td>
<td>NR</td>
</tr>
<tr>
<td>9 Tera-Systems</td>
<td>NR</td>
</tr>
<tr>
<td>10 State Commercial Roofing</td>
<td>NR</td>
</tr>
<tr>
<td>11 Roofing Plus</td>
<td>NR</td>
</tr>
<tr>
<td>12 USA Energy Savers</td>
<td>NR</td>
</tr>
<tr>
<td>13 Davco Roofing</td>
<td>NR</td>
</tr>
<tr>
<td>14 Duro-Last</td>
<td>NR</td>
</tr>
<tr>
<td>Vendor</td>
<td>TOTAL COST</td>
</tr>
<tr>
<td>-----------------------</td>
<td>------------</td>
</tr>
<tr>
<td>Bonedry Roofing</td>
<td>NR</td>
</tr>
<tr>
<td>Summit BSR</td>
<td>NR</td>
</tr>
<tr>
<td>Roofers Supply</td>
<td>NR</td>
</tr>
<tr>
<td>Dach Enterprises</td>
<td>NR</td>
</tr>
<tr>
<td>LaFave's Construction</td>
<td>NR</td>
</tr>
<tr>
<td>IRC Roof</td>
<td>NR</td>
</tr>
<tr>
<td>CSS Enterprises</td>
<td>NR</td>
</tr>
<tr>
<td>Lloyd Roofing</td>
<td>NR</td>
</tr>
<tr>
<td>Tecta America</td>
<td>NR</td>
</tr>
<tr>
<td>C E Bourne</td>
<td>NR</td>
</tr>
<tr>
<td>Family Roofing</td>
<td>NR</td>
</tr>
<tr>
<td>Lazer</td>
<td>NR</td>
</tr>
<tr>
<td>Glenn Constructors</td>
<td>NR</td>
</tr>
</tbody>
</table>
March 7, 2019

By Email

Mr. Robert E. Carroll
Anderson County
Central Services Director/Purchasing Manager
101 South Main Street, Room 115
Anderson, South Carolina 29622

Re: Historic McCants Roof Replacement
Bid Evaluation
Project No. 1847

Dear Robert:

On February 28, 2019 at 11:30 a.m. bids were received, opened, and read aloud at the office of Anderson County Central Services Director. Twenty-seven firms were qualified to offer bids for the project, and seven of these firms responded. An Anderson County Purchasing Department Bid Tabulation Sheet, BID#19-042 Historic McCants Gym Re-roof, is attached.

Based on the level of interest demonstrated during the bidding process by the bidders involved, and our review and evaluation of all bids received, we believe that the bids are both competitive and responsive for the work contemplated. The apparent low bidder was Turn Key Roofing LLC with a Total Bid Price of $251,750.

Based upon our review of the bids received, verification of contractor's license, and discussions with Turn Key Roofing LLC regarding their understanding of the project we recommend award of the project with a contract amount of $251,750 to Turn Key Roofing LLC for the Historic McCants Roof Replacement.

We appreciate this opportunity of responding to your needs and look forward to working with Anderson County towards the successful completion of this project. Should you have any questions, concerns, or require additional information, please do not hesitate to contact us.

Sincerely yours,

Design South Professionals, Inc.

Tim Mac Hazelbaker, AIA

TMH:ala
Enclosures
**SOLICITATION OFFER AND AWARD FORM**

**ANDERSON COUNTY PURCHASING, ANDERSON, SOUTH CAROLINA 29624**

**REQUEST FOR SOLICITATIONS, OFFER AND AWARD**

<table>
<thead>
<tr>
<th><strong>1. SOLICITATION: # 19-042</strong></th>
<th><strong>Brief Description:</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Re-Roof of the Historic McCants Gymnasium located at 105 S. Fant Street in Anderson, S.C.</td>
</tr>
</tbody>
</table>

**2. ISSUE DATE: January 31, 2019**

**3. FOR INFORMATION CONTACT:**
rcarroll@andersoncountysc.org

<table>
<thead>
<tr>
<th><strong>5. SUBMIT BID TO:</strong></th>
<th><strong>A mandatory pre-bid meeting</strong> will be held on Thursday, February 14th at 10:00 A.M. Interested parties should meet at the front entrance of the Gymnasium located at 105 S. Fant Street, Anderson, S.C.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Anderson County Purchasing Department</td>
<td></td>
</tr>
<tr>
<td>101 South Main Street, Room 115</td>
<td></td>
</tr>
<tr>
<td>Anderson, S.C. 29624</td>
<td></td>
</tr>
<tr>
<td>Attn: Bid # 19-042</td>
<td></td>
</tr>
</tbody>
</table>

**6. Submission Deadline: Date: Thursday, February 28, 2019**

**7. Submit Sealed Bid**

**8. Firm Offer Period: Bids submitted shall remain firm for a period of Sixty calendar days from date specified in block 6.**

<table>
<thead>
<tr>
<th><strong>9. BUSINESS CLASSIFICATION</strong></th>
<th><strong>(Check Appropriate Box)</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Woman Business Enterprise</td>
</tr>
<tr>
<td></td>
<td>Minority Business Enterprise</td>
</tr>
<tr>
<td></td>
<td>Disadvantaged Business Enterprise</td>
</tr>
</tbody>
</table>

**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):**

Turn Key Roofing LLC
231 Market St
Anderson SC 29624

c-mail: leah@turnkeyroofing.net
Telephone #: 864 241 8133
Fax #: 868 779 4710

**12. Name & Title of Person Authorized to sign the Bid. (Type or Print):**

Leah Winton

**13. Bidder’s Signature & Date**

[Signature]

2/28/19

**14. Total amount of award:**

**15. Successful Bidder:**

**16. Contracting Officer or Authorized Representative:**
Robert E. Carroll

**17. Signature:**

**18. Award date:**
SECTION III
Bid Form

Name of Party submitting the Bid: [Signature]

To: Purchasing Manager for Anderson County

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

Bid: Re-Roof of the Anderson County Historic McCants Gymnasium
Bid No.: 19-042

<table>
<thead>
<tr>
<th>ITEM</th>
<th>Est. Qty.</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Re-Roof of the Anderson County Historic McCants Gymnasium</td>
<td>1</td>
<td>L/S</td>
<td>$251.750</td>
<td>$251.750</td>
</tr>
</tbody>
</table>

* See Scope of Work

Each individual bid item shall be determined from visiting the work site, reviewing the plans and specifications and all other portions of the bid documents, and shall include all items necessary to complete the work, including the assumption of all obligations, duties, and responsibilities necessary to the successful completion of all obligations of the Contractor's Agreement, and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the work, the furnishing of tools, equipment, permanent and temporary construction signs, supplies, transportation, facilities, labor, superintendence, and services required to perform and complete the work, and all bonds, insurance and submittals, pursuant to the requirements of the Bid Package, including, but not limited to, the Contractor's Agreement and all Bid Documents, whether or not expressly listed or designated. It is understood that each item is estimated and quantities may change and that the final bill will reflect actual quantities in place per the unit priced of that bid item.
MEMORANDUM

ANDERSON COUNTY FLEET

SERVICES

DATE: 03/04/2019

TO: Administration, Finance

FROM: Joe Stone, Fleet Services

SUBJECT: 20113 Donation

I am asking to start the process of donating a turn in unit to the town of Honea Path. The town requested if a pickup truck became available that we consider donating the unit to their Animal control department. The truck value is estimated at $4,000 dollars and the Mayor has inspected the unit already. The truck is a 2003 Chevy Pickup with approximately 200,000 miles. Attached is a photo of the unit.
Joe Stone Anderson County Fleet Manager
February 20, 2019

Mr. Rusty Burns
County Administrator
PO Box 8002
Anderson, SC 29622-8002

Re: County Building in Belton

Mr. Burns,

We have just learned that the building owned by the Anderson County (Silhouette's) located in Belton, #TMS 225-01-08-001 has been vacated by the occupant.

The City of Belton would be very interested in using this building if Anderson County has no immediate need for it. The location of this building and what we could use it for would be a vital asset to downtown Belton.

We would eventually like to move the Farmers Market to the downtown area at this location to enhance our downtown area. Currently it could benefit us by the following uses:

1. Parking and Command Post for events that are held downtown.
2. Office space for event planner or information center.
3. Police department staging area for visibility. We could allow Anderson County deputies a place to do paperwork or to stage during shifts.

These are just a few of the possible uses that would benefit the City of Belton if we could acquire this building.

We always enjoy working with Anderson County and partnering with you on these ideas that benefit everyone in Belton.

Sincerely,

Alan Sims
City Administrator
March 8, 2019

County Of Anderson
101 S. Main Street Room 115
Anderson, SC 29624

RE: None
101 Breazeal Street
Belton, SC 29627

File No. 005/19
Case No.

Dear Robert Carroll:

In accordance with your request, I have personally inspected and prepared an appraisal report of the real property located at:

101 Breazeal Street, Belton, SC 29627

The purpose of this appraisal is to estimate the market value of the property described in the body of this appraisal report.

Enclosed, please find the appraisal report which describes certain data gathered during our investigation of the property. The methods of approach and reasoning in the valuation of the various physical and economic factors of the subject property are contained in this report.

An inspection of the property and a study of pertinent factors, including valuation trends and an analysis of neighborhood data, led the appraiser to the conclusion that the market value, as of March 5, 2019 is:

$ 60,000

The opinion of value expressed in this report is contingent upon the limiting conditions attached to this report.

It has been a pleasure to assist you. If I may be of further service to you in the future, please let me know.

Respectfully submitted,

Signature: [Signature]

SUMMARY APPRAISAL LIMITED INTENDED USE/USER REPORT

Ken Walker
SC - CG 531
### Mill Town Players New Sign Budget

#### EXPENSES

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sign with installation</td>
<td>$25,185.24</td>
</tr>
<tr>
<td>Asphalt removal</td>
<td>$700.00</td>
</tr>
<tr>
<td>Asphalt prep for curb</td>
<td>$1,690.00</td>
</tr>
<tr>
<td>Concrete curb and sidewalk</td>
<td>$4,150.00</td>
</tr>
<tr>
<td>Electrical work</td>
<td>$800.00</td>
</tr>
<tr>
<td>Fill Dirt</td>
<td>$600.00</td>
</tr>
<tr>
<td>Mulch</td>
<td>$150.00</td>
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<td><strong>TOTAL</strong></td>
<td><strong>$33,275.24</strong></td>
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#### FUNDING

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<td>Patricia D. Compton</td>
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<td>William R., and Carol Phillips</td>
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#### PAYMENTS

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<td>Asphalt work to run power</td>
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As of 2-11-19, $5,481.24 is needed to cover the cost of the sign.
Public Safety Committee Agenda

Committee Members:
The Honorable Ray Graham, Chairman
The Honorable Craig Wooten
The Honorable Jimmy Davis

Monday March 18, 2019

Historic Courthouse- 2nd Floor
Conference Room

Chairman S. Ray Graham, Presiding

1. Call to Order

2. Invocation and Pledge of Allegiance:

3. Intergovernmental Agreement with Town of Pelzer and Anderson County Sheriff's Office

4. Discussion concerning Small Unmanned Aircraft Safety and Privacy Issues
   a. What is the FAA for?
   b. What can the County do?

5. Citizens Comments

6. Adjournment:
Memorandum

Anderson County Development Standards

Date: March 5, 2019

To: Lacey Croegert
   Executive Clerk to Council

From: Tim Cartee
   Subdivision Administrator

CC: Holt Hopkins, Alesia Hunter

Subject: Hunt Meadows Subdivision Phase I

Based on the recommendation of the Roads and Bridges Department, would you please place on the next County Council Agenda for consideration of acceptance for the following roads into the County Maintenance System at their March 19, 2019 Meeting.

This will add 2,352 feet of paved roads to the county maintenance system.

Developer: Saint Paul Properties, LLC
Location: Three & Twenty Road, Hunt Road
County Council District: 6
Roads: Upland Drive, North Harvest Moon Way, North Meadows Lane

Please feel free to contact me at (260-4719) if you need more information.
MEMORANDUM
ANDERSON COUNTY ROADS AND BRIDGES

DATE: February 28, 2019

TO: Alesia Hunter
Development Standards

FROM: Norman McGill
Roadway Management Supervisor

CC: Holt Hopkins

SUBJECT: Hunt Meadows Phase 1

To the best of my ability, I certify that there are no known drainage issues in Hunt Meadows Phase 1. All drainage facilities and roadways within the proposed county right of way meet the county standards that were approved by the Planning Commission from the preliminary plat. This phase of this subdivision is now eligible to be considered for acceptance into the county maintenance system. This will add 2,352 feet of paved roads to the county maintenance system.

District: 6
Location: Hunt Meadows Subdivision (Phase 1)
Roads: Upland Drive (P-02-0240), North Harvest Moon Way (P-02-0241), and North Meadows Lane (P-02-0243)
RECREATION FUND APPROPRIATIONS
APPLICATION FORM

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:

DISTRICT: ALL

Mail/Email/Fax to:
Anderson County Council Clerk
P. O. Box 8002
Anderson, SC 29622
lacroegaert@andersoncountysc.org
Fax: 864-260-4356

1. Name of entity requesting recreation fund appropriation:
   Leadership Anderson Class 35 Tiny Home Fund
   Foothills Community Foundation

2. Amount of request (If requesting funds from more than one district, annotate amount from each district): $15,000.00 total

3. The purpose for which the funds are being requested:
   Leadership Anderson Class 35, which is a voluntary leadership development organization through the Anderson Area Chamber of Commerce, is utilizing their personal recreational time and resources in a meaningful way by organizing the constructions of the first “tiny home” built in the city limits of Anderson. The home will be located at 308 E. Street, just across the street from the E Street Community Garden, which is a recreational space for nearby residents that the class will also spend time improving. Once construction is completed, The LOT Project, a local non-profit, will take ownership of the tiny home. They will use the home as a transitional home for a chronically homeless individual. The class has already, in a short period of time, raised funds to purchase the parcel; sought and obtained approval of the architectural plans from the City of Anderson; and sought and obtained official approval from The LOT Project’s board of directors. The requested funds would be used to purchase building materials.

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

5. Contact Person: Kevin Capell
   Mailing Address: 129 N. Main St. Suite 200, Anderson, SC 29621
   Phone Number: 864-226-3454
   Email: kcapell@andersonschamber.com

6. Statement as to whether the entity will be providing matching funds: YES
   I certify that the forgoing is true and accurate to the best of my knowledge and that I am authorized to make this application on behalf of the above named entity.

   Signature / Kevin T. Capell 03/11/2019
   Print Name Date
FOOTHILLS COMMUNITY FOUNDATION

Corporate Information

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<tr>
<td>Status: Good Standing</td>
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Important Dates

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Registered Agent

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<tr>
<th>Agent: ROBERT N. RAINEY</th>
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<tr>
<td>Address: 907 NORTH MAIN STREET SUITE 201 ANDERSON, South Carolina 29621</td>
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Official Documents On File

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For filing questions please contact us at 803-734-3158

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South Carolina Secretary of State Mark Hammond

Business Entities Online
File, Search, and Retrieve Documents Electronically

L.O.T. PROJECT, THE

Corporate Information

Entity Type: Nonprofit
Status: Good Standing
Domestic/Foreign: Domestic
Incorporated State: South Carolina

Important Dates

Effective Date: 05/13/2009
Expiration Date: N/A
Term End Date: N/A
Dissolved Date: N/A

Registered Agent

Agent: MATTHEW BEASLEY
Address: 302 WEST MARKET STREET
ANDERSON, South Carolina 29624

Official Documents On File

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<td>05/13/2009</td>
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For filing questions please contact us at 803-734-2158

Copyright © 2019 State of South Carolina
Good Morning,

You will find attached the Recreation Fund Appropriation Application Form submitted on behalf of the Leadership Anderson Class 35 Tiny Home Project. I have also attached the Evidence of Good Standing regarding the Non-profit the class is working with.

I would ask that the application be submitted for processing for next Tuesday council meeting.

If you have any questions or need additional information please let me know.

Regards,

Kevin

---

Kevin Capell  
Vice President  
Anderson Area Chamber of Commerce  
p: 864-226-3454, Ext. 104  
w: andersonscchamber.com  
e: kcapell@andersonscchamber.com  
a: 129 North Main St., Suite 200 Anderson, SC 29621  

Follow us:
RECREATION FUND APPROPRIATIONS
APPLICATION FORM

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:
DISTRICT: All Districts 1, 2, 3, 4, 5, 6, 7

Mail/Email/Fax to:
Anderson County Council Clerk
P. O. Box 8002
Anderson, SC 29622
lacroegaert@andersoncountysc.org
Fax: 864-260-4356

1. Name of entity requesting recreation fund appropriation: Westside Community Center

2. Amount of request (If requesting funds from more than one district, annotate amount from each district): $2,000

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

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

5. Contact Person: Ms. Bea Thompson
Mailing Address: 1100 West Franklin Street, Anderson, SC 29624
Phone Number: 864/260/1093
Email:

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

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

______________________________ Bea Thompson March 6, 2019
Signature Print Name Date
WESTSIDE COMMUNITY CENTER, INC. THE

Corporate Information

Entity Type: Nonprofit
Status: Good Standing
Domestic/Foreign: Domestic
Incorporated State: South Carolina

Registered Agent

Agent: HDQRTS
Address: 1111 SOUTHWOOD ST
ANDERSON, South Carolina 29624

Important Dates

Effective Date: 08/12/1992
Expiration Date: N/A
Term End Date: N/A
Dissolved Date: N/A

Official Documents On File

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For filing questions please contact us at 803-734-2158
RECREATION FUND APPROPRIATIONS
APPLICATION FORM

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:
DISTRICT: Three, Councilman Ray Graham

Mail/Email/Fax to:
Anderson County Council Clerk
P. O. Box 8002
Anderson, SC 29622
lacroegaert@andersoncountysc.org
Fax: 864-260-4356

1. Name of entity requesting recreation fund appropriation:
   Alan Sims on behalf of the Belton Alliance

2. Amount of request (If requesting funds from more than one district, annotate amount from each district): $2,000.00

3. The purpose for which the funds are being requested:
   To assist with the expenses to host the SC Chili Cookoff

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

5. Contact Person: Matt Lusk
   Mailing Address: PO Box 190 Belton, SC 29627
   Phone Number: 864-940-3111
   Email: mattl@superioreng.com

6. Statement as to whether the entity will be providing matching funds:
   Yes, bills will be submitted for report

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

Signature Alan Sims / Alan Sims Date 3/15/2019
Print Name


The State of South Carolina

Office of Secretary of State Mark Hammond

Certificate of Incorporation, Nonprofit Corporation

I, Mark Hammond, Secretary of State of South Carolina Hereby certify that:

BELTON ALLIANCE, INC,
a nonprofit corporation duly organized under the laws of the State of South Carolina on February 18th, 2014, and having a perpetual duration unless otherwise indicated below, has as of the date hereof filed a Declaration and Petition for Incorporation of a nonprofit corporation for Religious, Educational, Social, Fraternal, Charitable, or other eleemosynary purpose.

Now, therefore, I Mark Hammond, Secretary of State, by virtue of the authority in me vested by Chapter 31, Title 33, Code of 1976 and Acts amendatory thereto, do hereby declare the organization to be a body politic and corporate, with all the rights, powers, privileges and immunities, and subject to all the limitations and liabilities, conferred by Chapter 31, Title 33, Code of 1976 and Acts amendatory thereto.

Given under my Hand and the Great Seal of the State of South Carolina this 7th day of March, 2014.

Mark Hammond, Secretary of State

Note: This certificate does not contain any representation concerning fees or taxes owed by the Corporation to the South Carolina Tax Commission or whether the Corporation has filed the annual reports with the Tax Commission. It is important to know whether the Corporation has paid all taxes due to the State of South Carolina, and has filed the annual reports, a certificate of compliance must be obtained from the Tax Commission.
BELTON ALLIANCE, INC

Corporate Information

Entity Type: Nonprofit
Status: Good Standing
Domestic/Foreign: Domestic
Incorporated State: South Carolina

Important Dates

Effective Date: 02/18/2014
Expiration Date: N/A
Term End Date: N/A
Dissolved Date: N/A

Registered Agent

Agent: ROBERT C. DANIEL
Address: 253 MAHAFFEY STREET
BELTON, South Carolina 29627

Official Documents On File

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For filing questions please contact us at 803-734-2158

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RECREATION FUND APPROPRIATIONS
APPLICATION FORM

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:
DISTRICT: 4

Mail/Email/Fax to:
Anderson County Council Clerk
P. O. Box 8002
Anderson, SC 29622
lacroegaert@andersoncountysc.org
Fax: 864-260-4356

1. Name of entity requesting recreation fund appropriation: LaFrance Elementary, Riverside Middle and Pendleton High School Archery Teams/Anderson School District Four

2. Amount of request (If requesting funds from more than one district, annotate amount from each district): (See #3) We need a total of $20,000 to make this opportunity possible for our student-athletes from both teams. Any help towards this total would be greatly appreciated.

3. The purpose for which the funds are being requested: The LES, RMS and PHS Archery Teams will be competing in the SC National Archery in the Schools State Tournament in just a few weeks. From this tournament, the team will look to travel to Louisville, KY to compete in the NASP National Tournament. Although Anderson School District Four is very supportive of the NASP program and the teams, we still have to raise most of the funds for our travel, accommodations and meals. If for some reason we do not qualify for the national tournament, we will use the funds to continue to grow the program, replenish our equipment and cover other costs incurred from providing equipment and shirts for unprivileged team members.

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

5. Contact Person: Jeff Terry
   Mailing Address: PO Box 487 LaFrance, SC 29656
   Phone Number: (M) (864)353-7661 (W) (864)403-2359

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

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

Signature: Jeff Terry
Print Name: Jeff Terry
Date: March 12, 2019
Mr. Sanders,
Anderson School District 4 has been participating in the National Archery in the Schools Program, which is overseen by SCDNR in SC, for approximately twelve years in our physical education classes. After a few years and under advisement of SCDNR, we decided to start archery teams at each school. We have had tremendous success throughout the years locally, statewide and nationally. Here is a couple of weeks, we will be competing for another state championship in Sumter at the SC NASP State Tournament. The state tournament serves as a national qualifier for the NASP National Tournament in Louisville, KY on May 9-11. In order to attend this event, which we have always qualified for, it is a huge undertaking to raise the funds necessary for accommodations, meals and registrations for the teams. Last year, we were able to provide each archer (68 total), a room, their meals and pay for their registration fee with their parents only needing to cover transportation and their personal meals. I have attached the Recreation Fund Appropriations request form with the hopes the council can support us in the effort of raising the funds for our student-athletes. Thank you for serving our district and county, and I look forward to hearing from you soon.

---
Coach Jeff Terry
PE Teacher
LaFrance Elementary School
Archery Team Coach for LES, RMS & PHS

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ATTN: James Davis

RECREATION FUND APPROPRIATIONS
APPLICATION FORM

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:
DISTRICT: 

Mail/Email/Fax to:
Anderson County Council Clerk
P. O. Box 8002
Anderson, SC 29622
lacroegaer@andersoncountysc.org
Fax: 864-260-4356

1. Name of entity requesting recreation fund appropriation:

Piedmont Crime Watch

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

$300,00

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

Ministering Material Community Outreach

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

NO

5. Contact Person: Edith West
Mailing Address: 511 Osborn Ave Rd. Piedmont, S.C. 29673
Phone Number: 864-350-3380
Email: Ede143@charter.net

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

NO

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

Edith West / Edith West 3-8-2019
Signature Print Name Date
Lacey,

Family Promise of Anderson County and United Housing Connections (UHC) have both requested letters of support for their Emergency Service Grant (ESG) program applications. The ESG program provides funding aimed at managing homelessness.

Family Promise seeks funds to continue programming at its day center as well as the ten church congregations that are part of its network. This organization is locally-based and serves all of Anderson County.

UHC seeks funding to continue its intake, referral, and diversion service programs as well as maintenance for its Homeless Management Information Services. UHC covers all upstate counties, but I have checked their client data and can verify that Anderson County citizens are receiving a duly proportional share of services based on population.

The programs being supported by the ESG program are already in existence and have previously received ESG funding with the county’s endorsement in previous years. No requests are being made to us for direct funding for these programs, merely an indication of our support for the service in the community.

Please place this item on the agenda for the upcoming County Council meeting. Feel free to include this email as a cover letter to accompany the draft support letters contained in the attachment. Thanks!

Steve Newton
Governmental Affairs Director
Anderson County Administrator’s Office
(864) 260-1010
CERTIFICATION OF LOCAL GOVERNMENT APPROVAL FOR NONPROFIT ORGANIZATIONS

I, Rusty Burns, Anderson County Administrator, duly authorized to act on behalf of the County of Anderson, hereby approve the following project(s) proposed by United Housing Connections which is (are) to be located in the County of Anderson, SC:

Homeless Prevention and Intake/Referral - United Housing Connections is applying for Emergency Solutions Grant Program funds for the US Department of Housing and Urban Development to provide diversion and retention services for individuals and families living in Anderson County, SC who are at-risk for homelessness. This program/position works to identify existing resources and housing opportunities to prevent citizens from becoming homeless and where possible, obtain housing through Rapid Rehousing (RRH), Youth Transitional Housing, and low-income housing assistance.

HMIS (Homeless Management Information System) - A database that connects citizens experiencing homelessness with housing and services as quickly as possible. United Housing Connections is the lead agency responsible for maintaining this database. HMIS allows Upstate homeless service providers quick access to those who need housing across the region.

BY: Rusty Burns, Anderson County Administrator

(Signature) 3/13/2019 (Date)
CERTIFICATION OF LOCAL GOVERNMENT APPROVAL FOR NONPROFIT ORGANIZATIONS

CERTIFICATION OF LOCAL GOVERNMENT APPROVAL FOR NONPROFIT ORGANIZATIONS

I, Rusty Burns, Anderson County Administrator, duly authorized to act on behalf of the Anderson County Government hereby approve the following projects proposed by Family Promise of Anderson County, located at a Day Center on 204 N Highland Ave., Anderson SC, 29621 and at ten congregations across Anderson County.

Family Promise runs a shelter program for homeless families and single women without children. Shelter is provided in the ten congregations across Anderson County. Each week a different host church sets up three rooms to serve as shelter bedrooms for the shelter guests. The host congregations welcome the families, provide them dinner and breakfast, and supervise the shelter guests overnight. During the day, Family Promise staff work with the shelter guests to secure employment, child care, and other necessary components to become self-sufficient. Additionally, staff from local banks provide budgeting counseling to shelter guests. 80% of Family Promise graduates remain stably housed. Using churches both involves the community in responding to homelessness and keeps expenses low by using existing church buildings instead of paying rent and upkeep for a shelter building.

BY: Rusty Burns, Anderson County Administrator

(Signature) 3/13/2019 (Date)
# Anderson County Building & Codes
## Monthly Activity Report
### Feb-19

**Total Number Permit Transactions:** 646

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(See Attached)

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(New & Follow Up; Includes Sub-Standard Housing/Mobile Homes)

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<tr>
<td>Tall Grass Complaints</td>
<td>749</td>
</tr>
<tr>
<td>Number of Scheduled Building Inspections Performed (# of Site Visits):</td>
<td>749</td>
</tr>
<tr>
<td>Courtesy, Site and Miscellaneous Inspections:</td>
<td>17</td>
</tr>
<tr>
<td>Manufactured Home Inspections:</td>
<td>72</td>
</tr>
</tbody>
</table>

Total Number of Inspections (Site Visits) for Department: 891

### Reviews/Misc. Activity:

<table>
<thead>
<tr>
<th>Type</th>
<th>Count</th>
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<tbody>
<tr>
<td>Plans Reviewed</td>
<td>209</td>
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<tr>
<td>Mech/Elec/Plumb Reviews</td>
<td>36</td>
</tr>
<tr>
<td>New Derelict Manufactured Home Cases:</td>
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<tr>
<td>Hearings</td>
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<tr>
<td>Court Cases</td>
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</tbody>
</table>

(Includes preliminary consultations, resubmittals and solar)

### Revenue Collected:

<table>
<thead>
<tr>
<th>Type</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>Reinspection Fees Collected:</td>
<td>$400.00</td>
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<tr>
<td>Plan Review Revenue</td>
<td>$3,310.30</td>
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</table>

Total Revenue For The Month: $59,684.00
### Section 1: New Residential Buildings

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Privately Owned</th>
<th>Publicly Owned</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Number of Buildings</td>
<td>Valuation of Construction</td>
</tr>
<tr>
<td>101</td>
<td>51</td>
<td>51</td>
</tr>
<tr>
<td>102</td>
<td>6</td>
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<tr>
<td>104</td>
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<td></td>
</tr>
<tr>
<td>105</td>
<td></td>
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</table>

**Section 2: New Residential Nonhousekeeping Buildings**

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Privately Owned</th>
<th>Publicly Owned</th>
</tr>
</thead>
<tbody>
<tr>
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<td>Number of Buildings</td>
<td>Valuation of Construction</td>
</tr>
<tr>
<td>213</td>
<td></td>
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</table>

**Section 3: New Nonresidential Buildings**

<table>
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<th>Item No.</th>
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</tr>
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<td>Number of Buildings</td>
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<td>329</td>
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</table>

**Section 4: Additions, Alterations, and Conversions**

<table>
<thead>
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<th>Privately Owned</th>
<th>Publicly Owned</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Number of Buildings</td>
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<td>437</td>
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<td>438</td>
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**Section 5: Demolitions and Razing of Buildings**

<table>
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<th>Privately Owned</th>
<th>Publicly Owned</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Number of Buildings</td>
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<tr>
<td>649</td>
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</table>
# Anderson County Building & Codes
Permits Issued for 2019

<table>
<thead>
<tr>
<th>Month</th>
<th>Building</th>
<th>Electrical</th>
<th>Plumbing</th>
<th>HVAC</th>
<th>MH</th>
<th>Wrecking</th>
<th>Moving</th>
<th>Misc.</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>January</td>
<td>178</td>
<td>185</td>
<td>121</td>
<td>133</td>
<td>86</td>
<td>17</td>
<td>10</td>
<td>39</td>
<td>769</td>
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<td>February</td>
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<tr>
<td>May</td>
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</tr>
<tr>
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<td>0</td>
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<td>0</td>
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<tr>
<td>August</td>
<td>0</td>
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<td>0</td>
<td>0</td>
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<td>0</td>
<td>0</td>
<td>0</td>
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</tr>
<tr>
<td>September</td>
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<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
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<td>0</td>
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<tr>
<td>October</td>
<td>0</td>
<td>0</td>
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<td>0</td>
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<td>0</td>
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<tr>
<td>November</td>
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<td>0</td>
<td>0</td>
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<tr>
<td>December</td>
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<td>0</td>
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<tr>
<td><strong>Total</strong></td>
<td>359</td>
<td>339</td>
<td>216</td>
<td>235</td>
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<td>23</td>
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</table>

### Permits Issued

![Permits Issued Chart](chart.png)
## Anderson County Building & Codes

### Permit Revenue for 2019

<table>
<thead>
<tr>
<th>Month</th>
<th>Building</th>
<th>Electrical</th>
<th>Plumbing</th>
<th>HVAC</th>
<th>MH</th>
<th>Wrecking</th>
<th>Moving</th>
<th>Misc.</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>January</td>
<td>$43,648.80</td>
<td>$11,291.00</td>
<td>$5,620.00</td>
<td>$7,895.00</td>
<td>$1,891.20</td>
<td>$675.00</td>
<td>$150.00</td>
<td>$3,141.50</td>
<td>$74,312.50</td>
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<tr>
<td>February</td>
<td>$33,766.00</td>
<td>$10,541.00</td>
<td>$4,332.50</td>
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<td>$75.00</td>
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<tr>
<td>April</td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>May</td>
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<tr>
<td>June</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
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</tr>
<tr>
<td>July</td>
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</tr>
<tr>
<td>August</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>September</td>
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<tr>
<td>October</td>
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<td>$0.00</td>
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<tr>
<td>November</td>
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<td>$0.00</td>
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</tr>
<tr>
<td>December</td>
<td>$0.00</td>
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<td>$0.00</td>
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<td>$0.00</td>
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<td>$0.00</td>
</tr>
<tr>
<td>Total</td>
<td>$77,414.80</td>
<td>$21,832.00</td>
<td>$9,952.50</td>
<td>$13,350.00</td>
<td>$3,425.40</td>
<td>$945.00</td>
<td>$225.00</td>
<td>$6,851.80</td>
<td>$133,996.50</td>
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</table>

### Permit Revenue

- **January**
- **February**
- **March**
- **April**
- **May**
- **June**
- **July**
- **August**
- **September**
- **October**
- **November**
- **December**
<table>
<thead>
<tr>
<th>PERMIT #</th>
<th>ISSUE DATE</th>
<th>COST</th>
<th>OWNER NAME</th>
<th>MOD DESCRIPTION</th>
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<tbody>
<tr>
<td>201905320</td>
<td>2/04/2019</td>
<td>1,000.00</td>
<td>WILLIAMSTON TOWN OF</td>
<td>POWER FOR POCKET PARK</td>
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<tr>
<td>201905480</td>
<td>2/22/2019</td>
<td>21,700.00</td>
<td>RES SOUTH CAROLINA HOLDINGS LLC</td>
<td>ARTHREX PHASE I PUMP HOUSE</td>
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<tr>
<td>201905493</td>
<td>2/25/2019</td>
<td>1.00</td>
<td>PENDLETON LAND HOLDINGS LLC</td>
<td>ORTEC/BOILER INSTALL</td>
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TOTALS: 3  22,701.00
**DISTRICT 1 - SPECIAL PROJECTS**

001-5829-001-241

FY Ended June 30, 2019

<table>
<thead>
<tr>
<th>Meeting of:</th>
<th>Check</th>
<th>Check</th>
<th>Vendor</th>
<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td></td>
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<td></td>
<td>Budget 2018 - 2019</td>
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<tr>
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<td></td>
<td>From Accommodations Fee</td>
<td>5,000.00</td>
</tr>
<tr>
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<td></td>
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<td></td>
<td>Brought Forward</td>
<td>1,259.43</td>
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<tr>
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<td></td>
<td></td>
<td>To YMCA during budget process</td>
<td>(2,500.00)</td>
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<tr>
<td>7/10/2018</td>
<td>7/18/2018</td>
<td>61880</td>
<td>Anderson YMCA (Midnight Flight)</td>
<td>(5,000.00)</td>
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</tr>
<tr>
<td>8/7/2018</td>
<td>8/22/2018</td>
<td>62900</td>
<td>American Red Cross - Upstate Chapter</td>
<td>(1,500.00)</td>
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<tr>
<td>8/21/2018</td>
<td>8/29/2018</td>
<td>63255</td>
<td>Anderson Life Crisis Center</td>
<td>(1,500.00)</td>
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<tr>
<td>8/21/2018</td>
<td>8/29/2018</td>
<td>63403</td>
<td>Salvation Army of Anderson County</td>
<td>(6,000.00)</td>
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<tr>
<td>10/16/2018</td>
<td>10/31/2018</td>
<td>60663</td>
<td>SC Genealogical Society</td>
<td>(500.00)</td>
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<tr>
<td>11/7/2018</td>
<td>11/14/2018</td>
<td>66278</td>
<td>Anderson Free Clinic</td>
<td>(4,000.00)</td>
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<tr>
<td>11/7/2018</td>
<td>11/14/2018</td>
<td>66454</td>
<td>Anderson YMCA</td>
<td>(3,000.00)</td>
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<tr>
<td>12/4/2018</td>
<td>12/22/2018</td>
<td>67331</td>
<td>Outdoor Dream Foundation</td>
<td>(1,500.00)</td>
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<tr>
<td>1/8/2019</td>
<td>1/23/2019</td>
<td>68763</td>
<td>GAMAC</td>
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<tr>
<td>2/19/2019</td>
<td>2/27/2019</td>
<td>70210</td>
<td>Meals on Wheels (Connector Run)</td>
<td>(500.00)</td>
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</table>

**SUB-TOTAL**

1,759.43

**Committed:**

<table>
<thead>
<tr>
<th>Date</th>
<th>Amount</th>
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<tbody>
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<td>3/5/2019</td>
<td>(100.00)</td>
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<tr>
<td>3/5/2019</td>
<td>(100.00)</td>
</tr>
</tbody>
</table>

**Ending Balance**

1,559.43

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

Lacey Croegaert, Clerk to Council

Jana Pressley, Assistant Finance Manager
## DISTRICT 2 - SPECIAL PROJECTS

**FY Ended June 30, 2019**

<table>
<thead>
<tr>
<th>Date</th>
<th>Check</th>
<th>Number</th>
<th>Vendor / Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>8/7/2018</td>
<td>8/22/2018</td>
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<td>Budget 2018 - 2019</td>
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<td>From Accommodations Fee</td>
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<td>63061</td>
<td>Brought Forward</td>
<td>10,041.23</td>
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<td>8/21/2018</td>
<td>8/29/2018</td>
<td>63303</td>
<td>Anderson Jet Track Club</td>
<td>(1,000.00)</td>
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<tr>
<td>10/16/2018</td>
<td>10/31/2018</td>
<td>66753</td>
<td>Friends of Broadway Lake</td>
<td>(1,500.00)</td>
</tr>
<tr>
<td>10/16/2018</td>
<td>10/31/2018</td>
<td>65827</td>
<td>Shepherd Guild</td>
<td>(1,000.00)</td>
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<tr>
<td>11/6/2018</td>
<td>9/12/2018</td>
<td>63672</td>
<td>Concerned Citizens for the Eastside</td>
<td>(600.00)</td>
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<tr>
<td>10/16/2018</td>
<td>10/31/2018</td>
<td>66753</td>
<td>City of Anderson Recreation (Assist District 2 citizens with scholarship programs)</td>
<td>(1,500.00)</td>
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<tr>
<td>10/16/2018</td>
<td>10/31/2018</td>
<td>65827</td>
<td>Calvary Home for Children (Halloween, Thanksgiving and Birthday Activities)</td>
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<tr>
<td>11/20/2018</td>
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<td>67011</td>
<td>New Foundations (Halloween and Thanksgiving)</td>
<td>(1,000.00)</td>
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<tr>
<td>11/13/2018</td>
<td>12/5/2018</td>
<td>67066</td>
<td>Empowerment Resource Fund (Men at Work)</td>
<td>(10,000.00)</td>
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<tr>
<td>11/20/2018</td>
<td>12/5/2018</td>
<td>67106</td>
<td>New Foundation Home for Children</td>
<td>(1,000.00)</td>
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<td>11/20/2018</td>
<td>12/5/2018</td>
<td>67112</td>
<td>SC Dogs Therapy Group</td>
<td>(1,000.00)</td>
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**SUB-TOTAL** 12,273.43

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**Ending Balance** 9,600.00

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

Lacey Croegaert, Clerk to Council  
Jana Pressley, Assistant Finance Manager

DATE: March 13, 2019
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**SUB-TOTAL** 5,486.54

**Committed: 5,486.54**

**Ending Balance 5,486.54**

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

Lacey Croegaert, Clerk to Council

Jana Pressley, Assistant Finance Manager

DATE: March 13, 2019
### DISTRICT 4 - SPECIAL PROJECTS

**001-5829-004-241**

FY Ended June 30, 2019

---

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<th>Check Number</th>
<th>Vendor / Description</th>
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<td>9/12/2018</td>
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<td>9/26/2018</td>
<td>64429</td>
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**SUB-TOTAL** 26,956.99

Committed:

- 3/5/2019 Pendleton Farmers Society (5,000.00)
- 3/5/2019 Anderson Association of Anderson (100.00)
- 3/5/2019 Anderson Voices for Animals (100.00)

Ending Balance 21,756.99

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

---

Lacey Croegaert, Clerk to Council  
Jana Pressley, Assistant Finance Manager  

DATE: March 13, 2019
### DISTRICT 5 - SPECIAL PROJECTS

**001-5929-005-241**  
*FY* Ended June 30, 2019

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<th>Check Number</th>
<th>Vendor / Description</th>
<th>Amount</th>
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<td>Anderson Cavaliers Athletic Program</td>
<td>(300.00)</td>
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<td>9/4/2018</td>
<td>9/12/2018</td>
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<td>Anderson County Humane Society</td>
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**SUB-TOTAL**  
13,460.05

**Committed:**

- 3/5/2019  
  Cancer Association of Anderson  
  (100.00)

- 3/5/2019  
  Anderson Voices for Animals  
  (500.00)

**Ending Balance**  
12,860.05

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

---

Lacey Croegaert, Clerk to Council  
**DATE:**

Jana Pressley, Assistant Finance Manager  
**DATE:**  March 13, 2019
<table>
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<th>Meeting of</th>
<th>Dated</th>
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**SUB-TOTAL**  

9,694.45

**Committed:**  

Cancer Association of Anderson  

(100.00)

**Ending Balance**  

9,594.45

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

Lacey Croegaert, Clerk to Council  

DATE:  

Jana Pressley, Assistant Finance Manager  

DATE: March 13, 2019
<table>
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<td>Widows Watchman Ministries</td>
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<td>9/12/2018</td>
<td>64001</td>
<td>Shalom (Annual Bike Ride)</td>
<td>300.00</td>
</tr>
<tr>
<td>8/21/2018</td>
<td>9/26/2018</td>
<td>64605</td>
<td>Town of West Pelzer</td>
<td>2,500.00</td>
</tr>
<tr>
<td>9/18/2018</td>
<td>9/26/2018</td>
<td>64558</td>
<td>Honea Path Free Clinic</td>
<td>2,500.00</td>
</tr>
<tr>
<td>10/16/2018</td>
<td>10/31/2018</td>
<td>65863</td>
<td>SC Genealogical Society</td>
<td>250.00</td>
</tr>
<tr>
<td>10/16/2018</td>
<td>10/31/2018</td>
<td>65894</td>
<td>Town of Honea Path (Senior Citizens)</td>
<td>250.00</td>
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<tr>
<td>11/6/2018</td>
<td>11/14/2018</td>
<td>66362</td>
<td>Anderson Lights of Hope</td>
<td>250.00</td>
</tr>
<tr>
<td>10/16/2018</td>
<td>N/A</td>
<td>N/A</td>
<td>Cheddar Youth Center (Released 11/20/18)</td>
<td>0.00</td>
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<tr>
<td>11/6/2018</td>
<td>12/5/2018</td>
<td>67135</td>
<td>Town of Pelzer (check voided)</td>
<td>0.00</td>
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<tr>
<td>2/5/2019</td>
<td>2/7/2019</td>
<td>JE 9095</td>
<td>Saluda River Rally</td>
<td>1,000.00</td>
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</tbody>
</table>

**SUB-TOTAL** 5,150.00

**Committed:**

11/6/2018  ACOG Grant administering for Town of Pelzer (5,000.00)

**Ending Balance** 150.00

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

Lacey Croegaert, Clerk to Council
Jana Pressley, Assistant Finance Manager

DATE: March 13, 2019
## Projects/Towns/Cities/Other

<table>
<thead>
<tr>
<th>Approved Date</th>
<th>Project</th>
<th>Scope</th>
<th>Appropriated Amount</th>
<th>Total Spent to Date</th>
<th>Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>08/07/18</td>
<td>Townville Fire Department</td>
<td>Pave Parking Lot</td>
<td>$10,000.00</td>
<td>$0.00</td>
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</tr>
<tr>
<td>08/07/18</td>
<td>Town of Honea Path</td>
<td>Paving</td>
<td>$48,000.00</td>
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<tr>
<td>08/07/18</td>
<td>Town of Pelzer</td>
<td>Paving</td>
<td>$17,000.00</td>
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<tr>
<td>08/07/18</td>
<td>Town of West Pelzer</td>
<td>Paving</td>
<td>$25,000.00</td>
<td>$0.00</td>
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</tr>
<tr>
<td>08/07/18</td>
<td>Town of Williamston</td>
<td>Paving</td>
<td>$52,000.00</td>
<td>$0.00</td>
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<tr>
<td>08/21/18</td>
<td>School District Road in D6</td>
<td>Paving</td>
<td>$20,000.00</td>
<td>$0.00</td>
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<tr>
<td>10/02/18</td>
<td>Health Parking Lot</td>
<td>Pave Parking Lot</td>
<td>$60,000.00</td>
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<tr>
<td>10/04/18</td>
<td>C-Fund Matching Funds</td>
<td>Paving</td>
<td>$315,000.00</td>
<td>$315,000.00</td>
<td>Transfer complete</td>
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<tr>
<td>11/07/18</td>
<td>Road Improvement Plan</td>
<td>See Below</td>
<td>$1,720,840.04</td>
<td>$0.00</td>
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Totals: $2,270,840.04 $315,000.00

## Road Improvement Plan

<table>
<thead>
<tr>
<th>Road Name</th>
<th>District</th>
<th>Scope of Work</th>
<th>Estimate</th>
<th>Total Spent to Date</th>
<th>Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hobson Road</td>
<td>1</td>
<td>CS/Pave</td>
<td>$83,571</td>
<td>$0.00</td>
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</tr>
<tr>
<td>Orange Court</td>
<td>1</td>
<td>CS/Pave</td>
<td>$18,908</td>
<td>$0.00</td>
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</tr>
<tr>
<td>Harbison Drive</td>
<td>7</td>
<td>FDP/Pave</td>
<td>$46,633</td>
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</tr>
<tr>
<td>Plantation Road</td>
<td>4</td>
<td>CIPR</td>
<td>$51,000</td>
<td>$0.00</td>
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</tr>
<tr>
<td>Branch Road</td>
<td>4</td>
<td>CIPR</td>
<td>$86,288</td>
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</tr>
<tr>
<td>Valley Drive</td>
<td>4</td>
<td>CIPR</td>
<td>$43,144</td>
<td>$0.00</td>
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<tr>
<td>Meadow Road</td>
<td>4</td>
<td>CIPR</td>
<td>$31,584</td>
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<tr>
<td>Governor's Boulevard</td>
<td>1</td>
<td>FDP/Pave</td>
<td>$171,024</td>
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<tr>
<td>Hopewell Ridge</td>
<td>7</td>
<td>CIPR/Pave</td>
<td>$192,636</td>
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<tr>
<td>Winding Creek Road</td>
<td>7</td>
<td>CIPR/Pave</td>
<td>$73,901</td>
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<tr>
<td>Creekside Court</td>
<td>7</td>
<td>CIPR/Pave</td>
<td>$14,425</td>
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<tr>
<td>Crossridge Lane</td>
<td>7</td>
<td>CIPR/Pave</td>
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<tr>
<td>Old Oak Trail</td>
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<td>CIPR/Pave</td>
<td>$21,092</td>
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<tr>
<td>Grove Road</td>
<td>2/3</td>
<td>Pave</td>
<td>$142,944</td>
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<tr>
<td>Shirley Drive</td>
<td>2</td>
<td>Pave</td>
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<tr>
<td>Airline Road</td>
<td>3/5</td>
<td>FDP/ST/FS</td>
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<tr>
<td>Firetower Road</td>
<td>6/4</td>
<td>FDP/ST/FS</td>
<td>$142,982</td>
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</tr>
<tr>
<td>Old Webb Road</td>
<td>5</td>
<td>CIPR/Pave</td>
<td>$184,905</td>
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</tr>
<tr>
<td>Holden Lane</td>
<td>5</td>
<td>Mill/Binder/Pave</td>
<td>$10,515</td>
<td>$0.00</td>
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</tr>
<tr>
<td>Cely Lane</td>
<td>6</td>
<td>FDP/Pave</td>
<td>$244,672</td>
<td>$0.00</td>
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</table>

Total: $1,976,215 $0.00
<table>
<thead>
<tr>
<th>Uniform Patrol</th>
<th>Animal Control</th>
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</thead>
<tbody>
<tr>
<td>Average Daily Calls for Service</td>
<td>217</td>
</tr>
<tr>
<td>Total Calls for Services</td>
<td>8,057</td>
</tr>
<tr>
<td>Total Number of Incident Reports</td>
<td>1,211</td>
</tr>
<tr>
<td>Total Number of Arrests</td>
<td>342</td>
</tr>
<tr>
<td>Total Number of &quot;Domestic&quot; Incidents</td>
<td>63</td>
</tr>
<tr>
<td>Total Number of &quot;Unlawful Conduct Towards a Child&quot; Reports</td>
<td>8</td>
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</table>

<table>
<thead>
<tr>
<th>Detention Center</th>
<th>Forensics</th>
</tr>
</thead>
<tbody>
<tr>
<td>Average Daily Population</td>
<td>381</td>
</tr>
<tr>
<td>Average Daily Population Capacity Percentage</td>
<td>153.0%</td>
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<tr>
<td>Total Number of Meals Served</td>
<td>31,404</td>
</tr>
<tr>
<td>Litter Crew: Total Miles Cleaned/Cleared</td>
<td>25</td>
</tr>
<tr>
<td>Litter Crew: Total Number of Trash Bags Processed</td>
<td>1,668</td>
</tr>
<tr>
<td>Litter Crew: Total Number of Tires Removed</td>
<td>223</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Communications Center</th>
<th>Records and Judicial Order</th>
</tr>
</thead>
<tbody>
<tr>
<td>Average Daily Calls for Service</td>
<td>964</td>
</tr>
<tr>
<td>Total Calls for Assistance</td>
<td>26,993</td>
</tr>
<tr>
<td></td>
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</tr>
<tr>
<td></td>
<td></td>
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