



AGENDA
ANDERSON COUNTY COUNCIL
Special Presentation Meeting
Tuesday, October 4, 2022, at 6:00 p.m.
Historic Courthouse
101 S. Main Street
Anderson, South Carolina
Chairman Tommy Dunn, Presiding

1. CALL TO ORDER

2. RESOLUTIONS/PROCLAMATIONS:

a. 2022-056: A Resolution expressing appreciation and gratitude to Oconee County for assistance with the Anderson County Regional Airport; and other matters related thereto.

Hon. Tommy Dunn

b. 2022-058: A Resolution to honor and recognize Mary B. Forrester for her extraordinary service to the Town of Iva and Anderson County; and other matters related thereto.

Hon. Ray Graham

3. ADJOURNMENT

AGENDA
ANDERSON COUNTY COUNCIL
REGULAR MEETING
Tuesday, October 4, 2022, at 6:30 p.m.
Historic Courthouse
101 S. Main Street
Anderson, South Carolina
Chairman Tommy Dunn, Presiding

1. CALL TO ORDER

2. INVOCATION AND PLEDGE OF ALLEGIANCE

Hon. Ray Graham

Tommy Dunn
Chairman, District Five

John B. Wright, Jr.
District One

Ray Graham
District Three

M. Cindy Wilson
District Seven



Brett Sanders
V. Chairman, District Four

Glenn Davis
District Two

Jimmy Davis
District Six

Renee Watts
Clerk to Council

Rusty Burns
County Administrator



3. APPROVAL OF MINUTES

minutes not received September 20, 2022

4. CITIZENS COMMENTS

Agenda Matters Only

5. PRESENTATION OF PROPOSED VETERANS MEMORIAL FOR THE FREDDIE STOWERS VETERANS MEMORIAL PARK:

Mr. Ryan Hulon (allotted 5 minutes)

6. ORDINANCE THIRD READING:

- a. **2022-036:** An Ordinance to amend Ordinance #99-004, the Anderson County Zoning Ordinance, as adopted July 20, 1999, by amending the Anderson County Official Zoning Map to rezone +/- .92 acres from C-1N (Neighborhood Commercial District) to C-2 (Highway Commercial District) on a parcel of land, identified as 5930 Highway 187 in the Mount Tabor Precinct shown in Deed Book 13946 Page 196. The parcel is further identified as TMS #43-00-12-011. (District 4)

Ms. Alesia Hunter (allotted 5 minutes)

- b. **2022-039:** An Ordinance to amend an agreement for the development of a joint county industrial and business park (2010 Park) of Anderson and Greenville Counties so as to enlarge the park. [Project Care] **(PUBLIC HEARING THREE-MINUTE TIME LIMIT)**

Mr. Burriss Nelson (allotted 5 minutes)

- c. **2022-040:** An Ordinance to transfer certain parcels of real property to the Town of Pelzer; and other matters related thereto. **(PUBLIC HEARING THREE-MINUTE TIME LIMIT)**

Mr. Rusty Burns (allotted 5 minutes)

- d. **2022-041:** An Ordinance to transfer a right-of-way interest in real property to Big Water Marina, LLC; and other matters related thereto. **(PUBLIC HEARING THREE-MINUTE TIME LIMIT)**

Mr. Rusty Burns (allotted 5 minutes)



- e. **2022-037: Reconsideration** of An Ordinance authorizing the execution and delivery of a fee in lieu of tax agreement by and between Anderson County, South Carolina, and Gray Industrial Realty 7, LLC (formerly known to the County as "Project Little Brother") 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. [Project Little Brother]

Mr. Tommy Dunn (allotted 5 minutes)

7. ORDINANCE SECOND READING:

- a. **2022-045:** An Ordinance to approve a real estate lease with Clemson University for space in the Anderson County 1428 Pearman Dairy Road Facility; and other matters related thereto.

Mr. Rusty Burns (allotted 5 minutes)

- b. **2022-046:** An Ordinance to amend Ordinance #99-004, the Anderson County Zoning Ordinance, as adopted July 20, 1999, by amending the Anderson County Official Zoning Map to rezone +/- 91.78 acres from R-20 (Single-Family Residential District) to 1-2 (Industrial Park District) on a parcel of land, identified as 3508 in the Centerville Station A Precinct shown in Deed Book 15537 page 311. The parcel further identified as TMS# 95-00-03-006. (District 5). **(PUBLIC HEARING THREE-MINUTE TIME LIMIT)**

Ms. Alesia Hunter (allotted 5 minutes)

- c. **2022-047:** An Ordinance to amend Ordinance #99-004, the Anderson County Zoning Ordinance, as adopted July 20, 1999, by amending the Anderson County Official Zoning Map to rezone +/- 16.3 acres from R-20 (Single-Family Residential District) to C-3 (Commercial District) on a parcel of land, identified as 54.22 acres on Beaverdam Road in Williamston Mill Precinct shown in Deed Book 11140 page 228. The parcel further identified as TMS# 220-00-08-007 (District 7). **(PUBLIC HEARING THREE-MINUTE TIME LIMIT)**

Ms. Alesia Hunter (allotted 5 minutes)

8. ORDINANCE FIRST READING:

- a. **2022-048:** An Ordinance authorizing an infrastructure financing agreement on behalf of Tetramer Technologies LLC and Hoobastank Industries LLC, for a new project (Tetramer 2) to be located in an already existing jointly owned and operated industrial park in conjunction with Greenville County (Tetramet MCIP), and other matters related thereto. **TITLE ONLY**

Mr. Burriss Nelson (allotted 5 minutes)

- b. **2022-049:** 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 Cove 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. [Project Cove]

Mr. Burriss Nelson (allotted 5 minutes)

- c. **2022-050:** An Ordinance to amend an agreement for the development of a joint county industrial and business park (2010 Park) of Anderson and Greenville Counties so as to enlarge the park to include certain property of Project Cove; and other matters related thereto.

Mr. Burriss Nelson (allotted 5 minutes)



9. RESOLUTIONS:

- a. **2022-057:** A Resolution authorizing the execution and delivery of an inducement agreement by and between Anderson County, South Carolina and Project Cove, whereby, under certain conditions, Anderson County will execute a fee in lieu of tax and special source credit agreement with respect to a project in the county whereby the project would be subject to payment of certain fees in lieu of taxes, and whereby project/company will be provided certain credits against fee payments in reimbursement of investment in related qualified infrastructure; and other matters related thereto.

Mr. Burriss Nelson (allotted 5 minutes)

10. CHANGE ORDERS/BID APPROVALS:

- a. Bid #23-008 Waste Tire Recycling
- b. Bid #23-009 Articulating Hauler
- c. Bid #23-010 Asbestos Abatement/Jail Site Buildings
- d. Change Order for Fleet Building and release of retainage.

Mr. Rusty Burns

11. APPROVAL OF MOU BETWEEN ANDERSON COUNTY, STARR-IVA WATER & SEWER DISTRICT, AND LOLLIS METALS, INC.

12. REQUESTS BY COUNCIL:

- a. Anderson Free Clinic-Districts 1-6
- b. Hope Missions of the Upstate-Districts 1-7
- c. Anderson Arts Center-Districts 1-7
- d. Town of West Pelzer-District 7
- e. United Way of Anderson/Operation & Marketing 211-Districts 1-7
- f. United Way of Anderson/Camp iRock-Districts 1-7
- g. Piedmont Public Service District-District 6
- h. City of Belton-District 3
- i. Town of Starr-District 3

13. ADMINISTRATOR'S REPORT:

14. CITIZENS COMMENTS

Non-Agenda Matters

15. REMARKS FROM COUNCIL

16. ADJOURNMENT

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



RESOLUTION 2022-056

A RESOLUTION EXPRESSING APPRECIATION AND GRATITUDE TO OCONEE COUNTY FOR ASSISTANCE WITH THE ANDERSON COUNTY REGIONAL AIRPORT AND OTHER MATTERS RELATED THERETO.

Whereas, the Anderson County Council wishes to thank the Oconee County Council, Administrator, Airport Manager, and Staff for their generous offer to assist the Anderson County Regional Airport.

Whereas, the Oconee and Pickens airports are temporarily operating at a much reduced level due to the airport receiving large airport upgrade grants, much of their air traffic is temporarily coming to the Anderson Airport.

Whereas, their influx of traffic is occurring during one of the busiest times of the year. Oconee County has been vital in allowing air visitors to still access tourism and football activities in our beautiful tri-county area.

Whereas, Anderson and Oconee County share in many joint ventures such as Tri-County Technical College and many others. This generosity exceeds those normal bounds.

Now, therefore, be it resolved the Anderson County Council sincerely appreciates the spirit and generosity extended to our county by the Oconee County Council and further illustrates our special and common interest in our beautiful part of South Carolina.

Resolved in a meeting duly assembled this 4th day of October 2022.

FOR ANDERSON COUNTY

Tommy Dunn, Chairman
District Five

John B. Wright, Jr.
District One

Glenn A. Davis
District Two

Ray Graham
District Three

Brett Sanders
District Four

Jimmy Davis
District Six

Cindy Wilson
District Seven

ATTEST:

Rusty Burns
County Administrator

Renee Watts
Clerk to Council



RESOLUTION 2022-058

A RESOLUTION TO HONOR AND RECORGNIZE MARY B. FORRESTER FOR HER EXTRAORDINARY SERVICE TO THE TOWN OF IVA AND ANDERSON COUNTY; AND OTHER MATTERS RELATED THERETO.

WHEREAS, a life-long resident of Iva, Mary Forrester has served the citizens of the Town of Iva and Anderson County for many years with exceptional dedication and passion; and

WHEREAS, she has served as a poll manager for Anderson County Elections for over twenty-five years, where she has maintained a high level of integrity and impartiality in carrying out her duties and responsibilities; and

WHEREAS, Mary was elected to the Iva Town Council in 2004, having served for eighteen consecutive years as councilwoman and mayor pro-temp, where she has brought respect, honor and integrity by leading by example, exhibiting the highest level of ethics and maintaining a superior moral character; and

WHEREAS, she is active in many church and civic organizations, including the Sunrise Seniors, Circle of Hope Widows, Iva Antique Body Shop, and many others where she exhibits outstanding community spirit and maintains a demeanor that has made participating with her a pleasure for all; and

WHEREAS, by demonstrating unwavering commitment, willingness, and the ability to understand and respond to the concerns of the people she so lovingly serves, she has a made a substantial contribution to the betterment of the Town of Iva and Anderson County.

NOW, THEREFORE, BE IT RESOLVED that the Anderson County Council does hereby by commend Mary B. Forrester for her time-honored legacy of dedication to public service to the Town of Iva and Anderson County.

RESOLVED in a meeting duly assembled this 4th day of October, 2022

FOR ANDERSON COUNTY:

Tommy Dunn, Chairman

Ray Graham, District Three

ATTEST:

Rusty Burns
County Administrator

Renee Watts
Clerk to Council

Ordinance #2022-036

An Ordinance to amend Ordinance #99-004, the Anderson County Zoning Ordinance, as adopted July 20, 1999, by amending the Anderson County Official Zoning Map to rezone +/- .92 acres from C-1N (Neighborhood Commercial District) to C-2 (Highway Commercial District) on a parcel of land, identified as 5930 Highway 187 in the Mount Tabor Precinct shown in Deed Book 13946 page 196. The parcel is further identified as TMS #43-00-12-001.

Whereas, Anderson County, a body politic and corporate and a political subdivision of the State of South Carolina (the "County"), acting by and through its County Council (the "County Council") has previously adopted Anderson County Ordinance # 99-004, the Anderson County Zoning Ordinance (the "Ordinance"), which Ordinance contains the Anderson County Official Zoning Map (the "Map"); and,

Whereas, the Ordinance contains provisions providing for the amendment of the Map; and,

Whereas, County Council desires to amend the Map by adopting a zoning map amendment from C-1N to C-2 for +/- .92 acres of TMS #43-00-12-001 described above; and,

Whereas, the Anderson County Planning Commission has held a duly advertised Public Hearing on August 9, 2022, during which it reviewed the proposed rezoning from C-1N to C-2 for +/- .92 acres of TMS # 43-00-12-001 described above; and,

Whereas, the Anderson County Council has duly advertised and held a Public Hearing on September 6, 2022, regarding said amendment of the Anderson County Official Zoning Map:

REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

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

1. The Anderson County Council hereby finds that this proposed rezoning is consistent with the Anderson County Comprehensive Plan and in accord with requirements of the South Carolina Code of Laws Title 6, Chapter 29, Article 5.
2. The Anderson County Council hereby amends the Anderson County Official Zoning Map as previously adopted July 20, 1999, by Anderson County Ordinance #99-004 to rezone from C-1N to C-2 for +/- .92 acres of TMS #43-00-12-001 described above.
3. Should any portion of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall not affect the remaining terms and provisions of this ordinance, all of which are hereby deemed separable.
4. All orders, resolutions, and enactments of Anderson County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.
5. This ordinance shall take effect and be in full force and effect from and after third reading and enactment by Anderson County Council.

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ATTEST: Ordinance 2022-036

Rusty Burns
Anderson County Administrator

Tommy Dunn, District # 5, Chairman

Renee D. Watts
Clerk to Council

APPROVED AS TO FORM:

Anderson County Attorney

1st Reading: September 6, 2022
2nd Reading: September 20, 2022
3rd Reading: October 4, 2022
Public Hearing: September 20, 2022



Planning Commission

August 9, 2022

Date of Planning Commission Meeting

Land Use Rezoning

Subdivision Variance

Project Information

Name of Applicant/Project: Tejashkumar Patel

Property Location: 5930 Highway 187, Anderson

County Council District: 4 School District: 4

Total Acreage: .92 Number of Lots: _____

Current Zoning: C-1N Requested Zoning: C-2

Purpose: expand business opportunity

Recommendation/ Decision Rendered

Approval

Denial

Vote 6 to 0

Compatibility with Future Land Use Map

The recommendations of staff

Compatibility with Traffic Levels

Compatibility with Surrounding Properties

Compatibility with Density Levels

Use and Value of Surrounding Properties

Concerns for public, health, safety, convenience, prosperity & general welfare

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

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

The ability of existing or planned infrastructure and transportation system to serve the proposed development

Other (please elaborate): _____

Planning Commission Chairman: 

Date: Aug 9 2022

Anderson County Planning & Development
401 East River Street
Anderson, South Carolina 29624 | Phone: (864) 260-4720

**Anderson County Planning Commission
Staff Report
July 12, 2022**

Applicant: Tejashkumar Patel
Current owner: Yogiraj, LLC
Property location: 5928 & 5930 Highway 187
Precinct: Mount Tabor
Council district: 4
TMS#(s): 43-00-12-001
Acreage: +/- .92 acres
Current zoning: C-1N (Neighborhood Commercial District)
Requested zoning: C-2 (Highway Commercial District)

The Highway Commercial district is established to provide for the development on major thoroughfares of commercial land uses which are oriented to customers traveling by automobile. Establishments in this district provide goods and services for the traveling public and also for the convenience of local residents.

Surrounding zoning: North: I-2 (Industrial Park District)
South: R-20 (Single-Family Residential District)
East: R-20 (Single-Family Residential District)
West: I-2 (Industrial Park District)

Evaluation: This request is to rezone from C-1N to C-2 for the purpose of expanding existing business. Potential uses include food service, tobacco, cigar, or vape shop, coffee shop, moving truck rentals, or liquor or ABC stores.

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

- July 25, 2022: Rezoning notification postcards sent to 52 property owners within 2,000' of the subject property; to date, staff has received no phone calls requesting more information.
- July 25, 2022: Rezoning notification signs posted on subject property;
- July 25, 2022: Planning Commission public hearing advertisement published in the *Independent-Mail*.

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



Rezoning Application

Anderson County Planning & Development

Date of Submission _____

Approved/Denied _____

Applicant's Information

Applicant Name: Tejashkumar Patel

Mailing Address: 5930 Hwy 187, Anderson, SC 29625

Telephone: 732-857-1033

Email: taj8612@gmail.com

Owner's Information

(If Different from Applicant)

Owner Name: _____

Mailing Address: _____

Telephone: _____

Email: _____

Designation of Agent: *(Complete only if owner is not the applicant)*

I hereby appoint the person named the Applicant as my agent to represent me in this request for rezoning:

Owner's Signature _____

Date _____

Project Information

Property Location: 5930 Hwy 187, Anderson, SC 29625

Parcel Number(s)/TMS: 430012001

County Council District: District 4

School District: District 4

Total Acreage: 0.92 AC

Current Land Use: _____

Requested Zoning: C-2

Current Zoning: C-1N

Purpose of Rezoning: Expend business opportunity

Are there any Private Covenants or Deed Restrictions on the Yes No

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

Peter Tejush. ?

Applicant's Signature

7/7/22

Date

If you indicated yes, please provide a copy of your covenants and deed restrictions with this application, pursuant to State Law (Section 6-29-1145: July 1, 2007), determining existence of restrictive covenants. Copies may be obtained at the Register of Deeds Office. It is the applicant's responsibility for checking any subdivision covenants or private covenants pertaining to the property.

Additional Information or Comments: _____

An accurate plat (survey) of the property must be submitted with this application.

If pursuing a review district classification (IZOD, PC, PD, POD, RRD), a preliminary development plan, statement of intent and letters from appropriate agencies or districts verifying available and adequate public facilities must be submitted with the application.

Please refer to Chapter 70 of the Anderson County Code of Ordinances for further information regarding submission requirements.

As the applicant, I hereby confirm that all required information and materials for this application are authentic and have been submitted to the Planning & Development office.

Peter Tejush. ?

Applicant's Signature

6/15/2022

Date

* A zoning map amendment may be initiated by the property owner(s), Planning Commission, Zoning Administrator or County Council. *

For Office Use Only:	
Application Received By: _____	Complete Submission Date: _____
Commission Public Hearing: _____	Council Public Hearing: _____



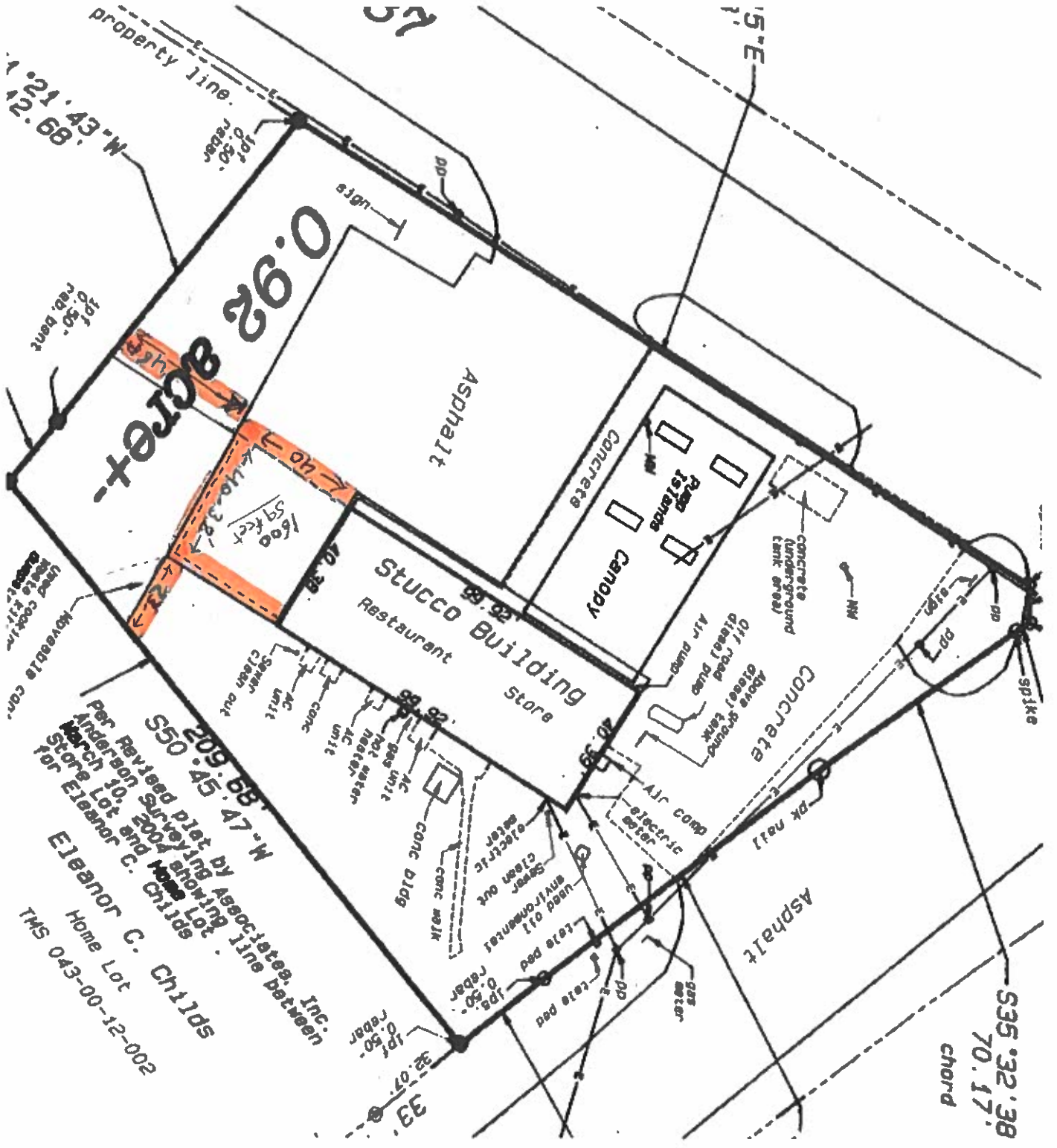
ANDERSON COUNTY REZONING APPLICATION NARRATIVE

Please provide a narrative below, describing the proposed use of the property including, but not limited to:

1. General description of proposed use;
2. Plans for protection of abutting properties, if applicable;
3. Any additional information deemed reasonable for review.

I am rezoning this my Property to open more opportunity to do more business. ~~My~~ my plans is to add 2000 square feet to addition to the current building. And either rent to someone or open my own business. it can be food serving, Tobacco shop, Cigar shop, coffee shop, Vape shop, U-haul Rente liquor stores, ABC store. ~~Anything that I can~~
After Rezoning to - c-2 it will give me more opportunity to do more business.

Also it will Add .5-8 New Jobs. It will generate more income for County



0.92 acres

per Revised plat by Associates, Inc.
 Anderson Surveying showing line between
 Store Lot and Home Lot
 for Eleanor C. Childs
 Eleanor C. Childs
 Home Lot
 TMS 043-00-12-002

335.32.38
 Chord

South Carolina Secretary of State

Business Entities Online

File, Search, and Retrieve Documents Electronically

YOGIRAJ LLC

Corporate Information

Entity Type: Limited Liability Company

Status: Good Standing

Domestic/Foreign: Domestic

Incorporated State: South Carolina

Important Dates

Effective Date: 08/10/2015

Expiration Date: N/A

Term End Date: N/A

Dissolved Date: N/A

Registered Agent

Agent: TEJASHKUMAR PATEL

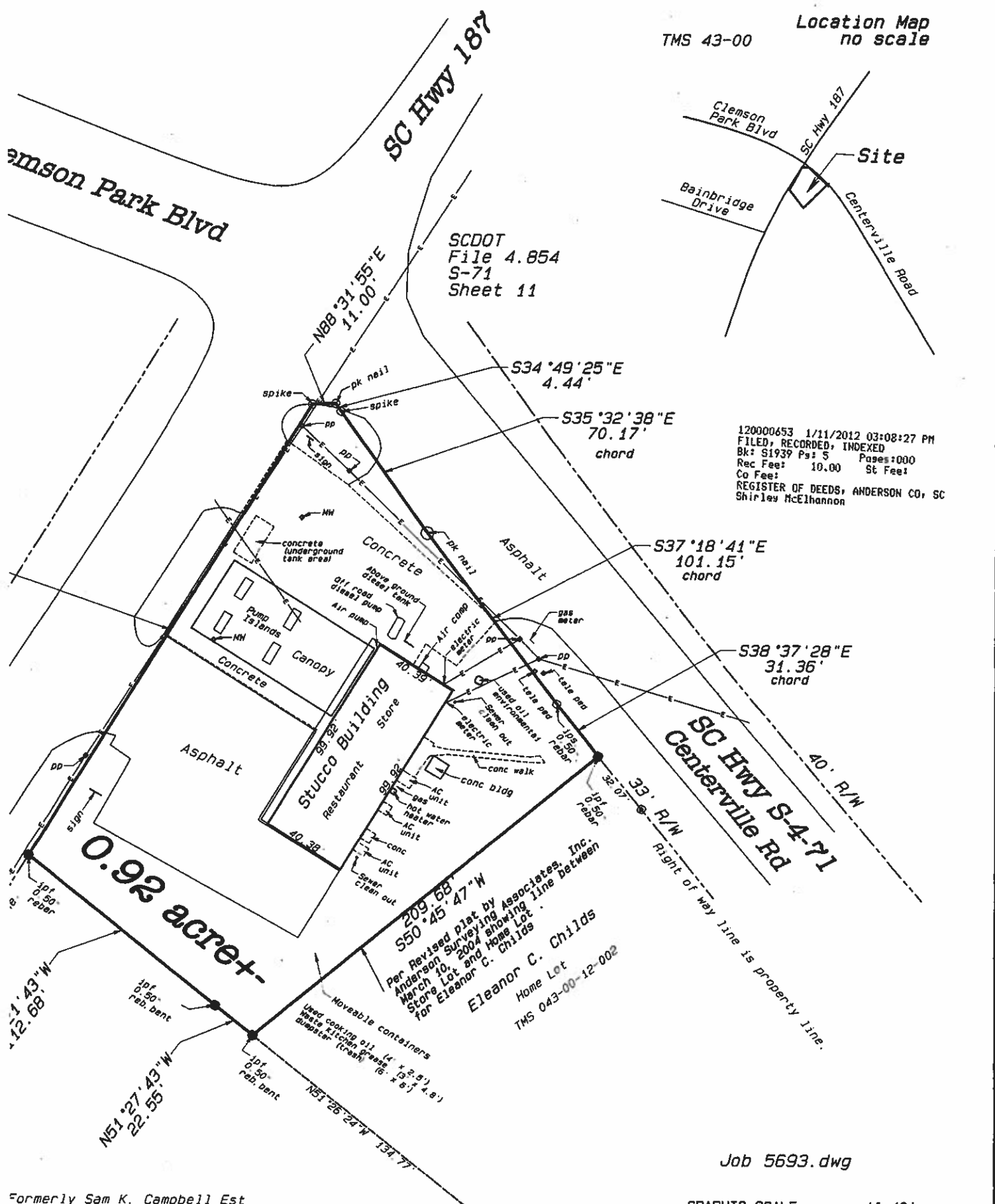
Address: 5930 HIGHWAY 187
ANDERSON, South Carolina 29625

Official Documents On File

Filing Type	Filing Date
Organization	08/10/2015

For filing questions please contact us at 803-734-2158

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TMS 43-00 Location Map no scale

SCDOT File 4.854 S-71 Sheet 11

120000653 1/11/2012 03:08:27 PM FILED, RECORDED, INDEXED Bk: S1939 Pg: 5 Pages:000 Rec Fee: 10.00 St Fee: Co Fee: REGISTER OF DEEDS, ANDERSON CO, SC Shirley McElhannon

Per Revised Plat by Anderson Surveying Associates, Inc. March 20, 2004 showing Store Lot and Home Lot for Eleanor C. Childs Eleanor C. Childs Home Lot TMS 043-00-12-002

Job 5693.dwg

Formerly Sam K. Campbell Est

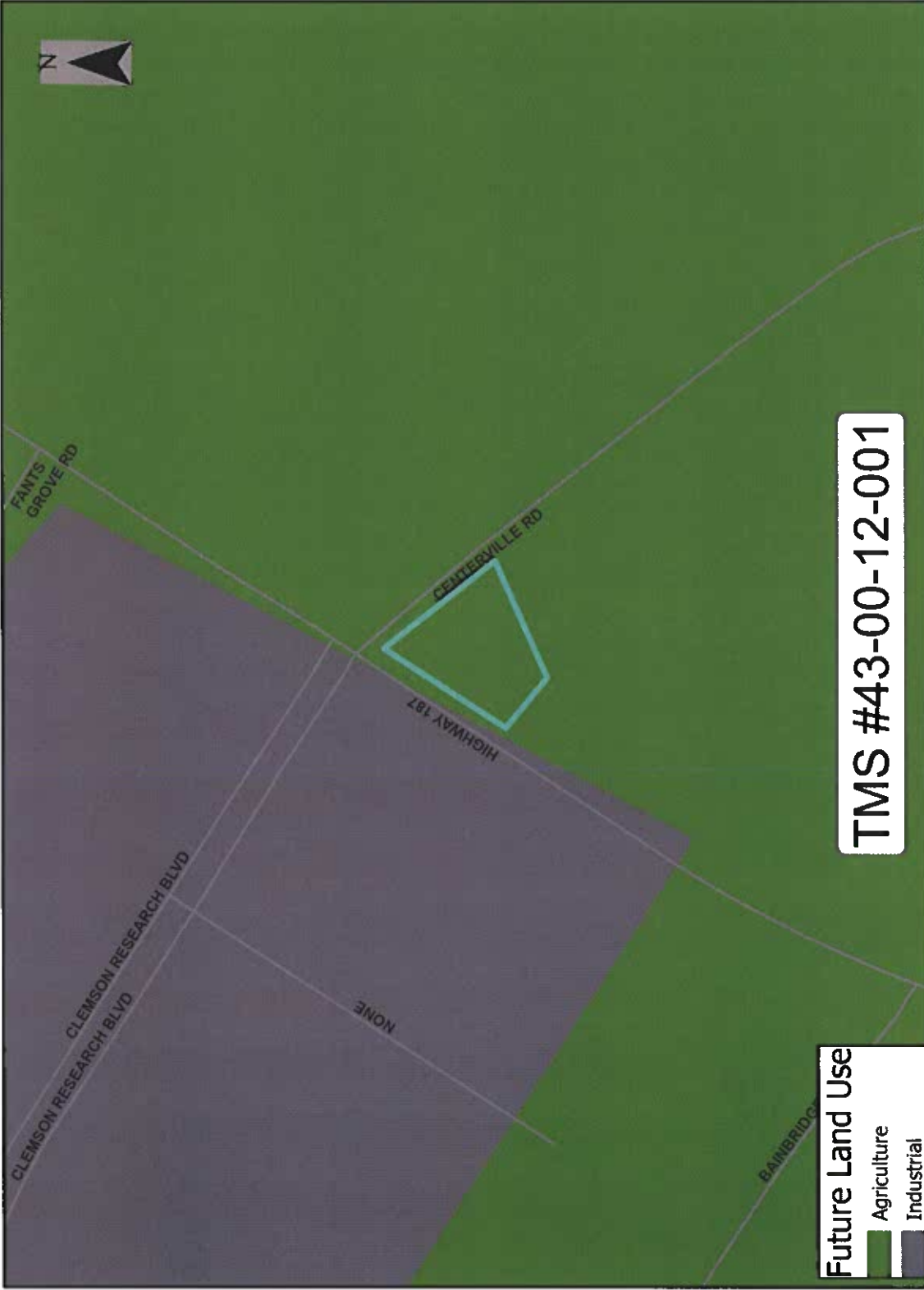
GRAPHIC SCALE 1"=40'

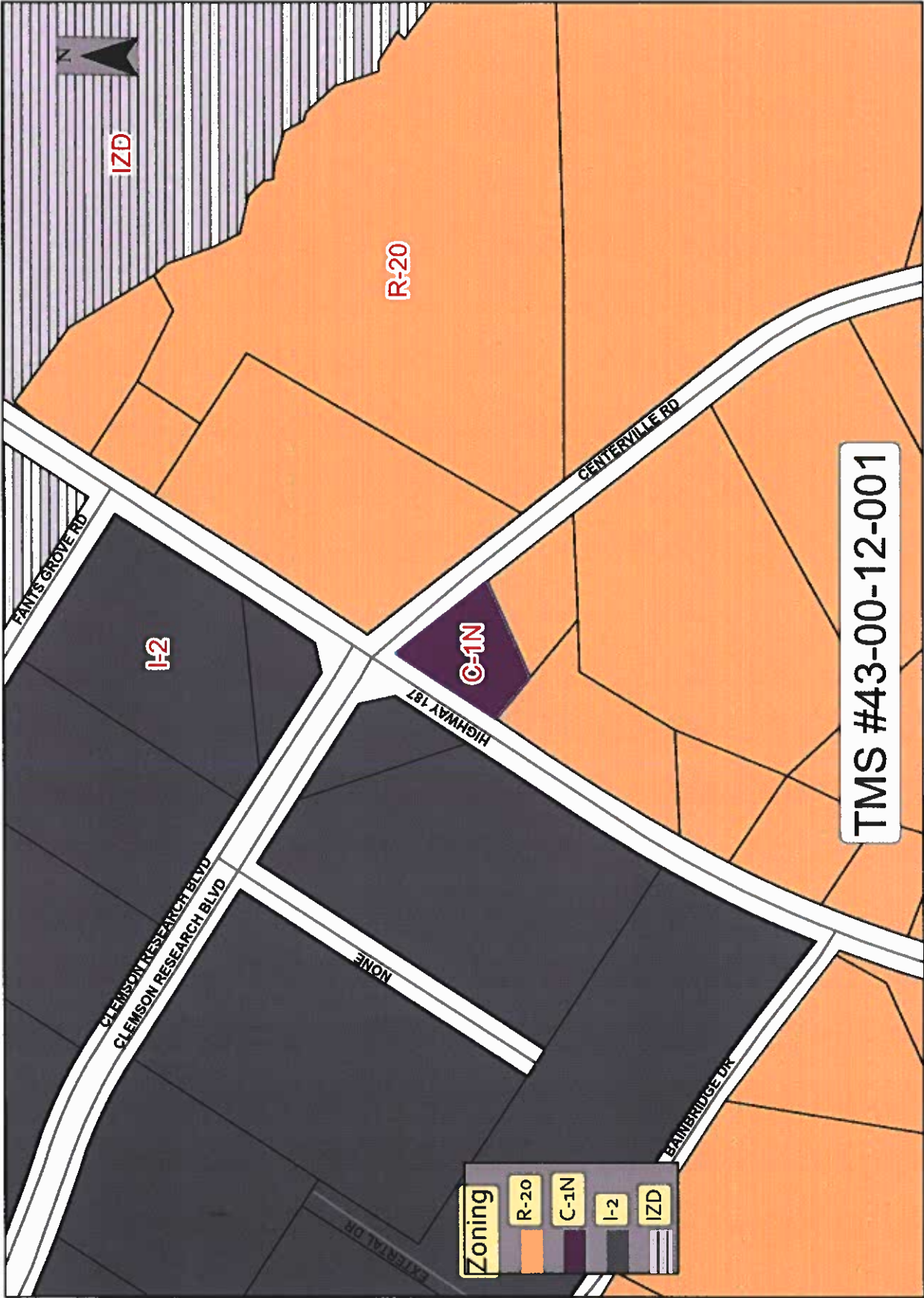


TMS #65-00-04-013

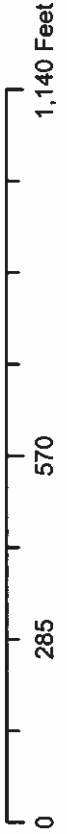
Aerial Photography







TMS #43-00-12-001



ORDINANCE NO. 2022-039

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

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

WHEREAS, pursuant to Section 3(A) of the Agreement, the boundaries of the park created as a result of the Agreement (“Park”) may be enlarged pursuant to ordinances of the County Councils of Anderson County and Greenville County;

WHEREAS, in connection with certain incentives being offered by Greenville County to an entity identified by Greenville County as Project Care, it is now desired that the boundaries of the Park be enlarged to include parcels in Greenville County;

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

DONE in meeting duly assembled this 4th day of October 2022.

ANDERSON COUNTY, SOUTH CAROLINA

(SEAL)

ATTEST:

Rusty Burns
Anderson County Administrator

Tommy Dunn, Chairman
Anderson County Council

Renee Watts
Clerk to Anderson County Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

First Reading:	September 6, 2022
Second Reading:	September 20, 2022
Third Reading:	October 4, 2022
Public Hearing:	October 4, 2022

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

LEGAL DESCRIPTION

All that certain piece, parcel or lot of land, with all improvements located thereon, lying and being in the State of South Carolina, County of Greenville, being shown and designated as 4.89 acres on plat entitled "Survey for U.S. Tool Inc." dated August 2, 1999, prepared by Chapman Surveying Co. Inc., recorded in the Office of the Register of Deeds for Greenville County in Plat Book 40-V at Page 68, reference being made to said plat for a more complete metes and bounds description hereof.

LESS AND EXCEPT, HOWEVER, that portion of the property containing 624 square feet, more or less, conveyed to the County of Greenville for Chick Springs Road Improvement Project by deed dated June 25, 2002, recorded in the Office of the Register of Deeds for Greenville County on January 10, 2003 in Deed Book 2022 at Page 1975.

This being the same property as conveyed to Robin Jean Sarles, Trustee of the Robin Jean Sarles Revocable Trust, U/D/T dated May 4, 2020, And As May Be Amended from Teamack, LLC by deed executed May 4, 2020 and recorded May 8, 2020 in Deed Book 2593 at Page 2765 in the Office of Register of Deeds for Greenville County, South Carolina.

TMS # T011000201900

SOUTH CAROLINA)
)
COUNTY OF ANDERSON)

I, the undersigned Clerk to County Council of Anderson County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of an ordinance which was given reading, and received majority approval, by the County Council at meetings of September 6, 2022, September 20, 2022, and October 4, 2022, 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.

Dated: _____, 2022

Clerk, Anderson County Council

ORDINANCE NO. 2022-040

AN ORDINANCE TO TRANSFER CERTAIN PARCELS OF REAL PROPERTY TO THE TOWN OF PELZER; AND OTHER MATTERS RELATED THERETO.

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

WHEREAS, the town of Pelzer has requested transfer of ownership over the below referenced real properties; and

WHEREAS, Anderson County has never utilized these properties and has no current plan to utilize them; and

WHEREAS, the requested parcels of real property consist of thin strips of concrete paths, previously used as walkways, that are situated between privately owned property.

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

1. Anderson County desires to transfer the following parcels of real property to the town of Pelzer:
 - a. Parcel at 156 Paul Street bearing TMS 243-02-09-002.
 - b. Parcel at 162 Fuller Street bearing TMS 243-02-09-008.
 - c. Parcel at 378A Front Street bearing TMS 243-03-09-003.
 - d. Parcel at 388A Goodrich Street bearing TMS 243-03-10-007.
2. All other terms, provisions, sections, and contents of the Code of Ordinances, Anderson County, South Carolina not specifically affected hereby remain in full force and effect.
3. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the remainder of this Ordinance, all of which is hereby deemed separable.
4. This Ordinance shall take effect from and after the public hearing and the third reading in accordance with the Code of Ordinances, Anderson County, South Carolina.

ORDAINED in a meeting duly assembled this 4th day of October 2022.

[SIGNATURE PAGE TO FOLLOW]

ATTEST:

Rusty Burns
Anderson County Administrator

Renee Watts
Clerk to Council

FOR ANDERSON COUNTY:

Tommy Dunn, District #5, Chairman

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

First Reading: September 6, 2022
Second Reading: September 20, 2022
Third Reading: October 4, 2022
Public Hearing: October 4, 2022

ORDINANCE NO. 2022-041

AN ORDINANCE TO TRANSFER A RIGHT-OF-WAY INTEREST IN REAL PROPERTY TO BIG WATER MARINA, LLC; AND OTHER MATTERS RELATED THERETO.

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

WHEREAS, Anderson County previously accepted a portion of Big Water Road from the South Carolina Department of Transportation in Resolution No. R2020-016; and

WHEREAS, Anderson County has never utilized this property and has no current plan to utilize it; and

WHEREAS, the referenced right-of-way consists of a triangle shaped parcel that is approximately 0.06 acres in size.

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

1. Anderson County desires to transfer the following real property to Big Water Marina, LLC for a nominal fee:
 - a. A triangular shaped parcel of right-of-way to be recombined with TMS 35-00-02-015, as represented in Plat Slide 2910 at Page 9 recorded in the Office of the Anderson County Register of Deeds.
2. All other terms, provisions, sections, and contents of the Code of Ordinances, Anderson County, South Carolina not specifically affected hereby remain in full force and effect.
3. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the remainder of this Ordinance, all of which is hereby deemed separable.
4. This Ordinance shall take effect from and after the public hearing and the third reading in accordance with the Code of Ordinances, Anderson County, South Carolina.

ORDAINED in a meeting duly assembled this 4th day of October 2022.

[SIGNATURE PAGE TO FOLLOW]

ATTEST:

Rusty Burns
Anderson County Administrator

Renee Watts
Clerk to Council

FOR ANDERSON COUNTY:

Tommy Dunn, District #5, Chairman

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

First Reading: September 6, 2022
Second Reading: September 20, 2022
Third Reading: October 4, 2022
Public Hearing: October 4, 2022

ORDINANCE NO. 2022-037

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT BY AND BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND GRAY INDUSTRIAL REALTY 7, LLC (FORMERLY KNOWN TO THE COUNTY AS “PROJECT LITTLE BROTHER”) WITH RESPECT TO CERTAIN ECONOMIC DEVELOPMENT PROPERTY IN THE COUNTY, WHEREBY SUCH PROPERTY WILL BE SUBJECT TO CERTAIN PAYMENTS IN LIEU OF TAXES, INCLUDING THE PROVISION OF CERTAIN SPECIAL SOURCE CREDITS; AND OTHER MATTERS RELATED THERETO.

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

WHEREAS, pursuant to the FILOT Act, and in order to induce investment in the County, the County did previously enter into an Inducement Agreement dated as of August 16, 2022 (the “*Inducement Agreement*”) with Gray Industrial Realty 7, LLC, a Kentucky limited liability company authorized to transact business in the State (the “*Company*”) (which was known to the County at the time as “*Project Little Brother*”), 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 industrial (light manufacturing and/or distribution) facility in the County (collectively, the “*Project*”); and

WHEREAS, the Company has represented that the Project will involve an investment of approximately \$30,000,000 in the County within the Initial 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 (the “*Multi-County Park*”) such that the Project will receive the benefits of the Multi-County Park Act; and

WHEREAS, pursuant to the Inducement Agreement, the County has agreed to, among other things, (a) enter into a Fee in Lieu of Tax and Special Source Credit Agreement with the Company (the “*Fee Agreement*”), whereby the County would provide therein for a payment of a fee-in-lieu-of taxes

(“*Negotiated FILOT Payments*”) by the Company with respect to the Project, and (b) provide for certain special source credits to be claimed by the Company against its Negotiated FILOT Payments with respect to the Project pursuant to Section 4-1-175 of the Multi-County Park Act; and

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

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

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

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

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

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

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

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

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

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

Section 3. Revenues generated for the Multi-County Park from the Project through Negotiated FILOT Payments to be retained by the County under the agreement governing the Multi-County Park (“Net Park Fees”) shall be distributed within the County as follows:

(a) 15% of such Net Park Fees shall be deposited to the Bond Fund created by Ordinance 2018-042 and used as required or permitted thereby;

(b) 35% of such Net Park Fees, and any surplus money under Ordinance 2018-042, shall be deposited to the Capital Renewal and Replacement Fund of the County; and

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

Section 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 Agreement 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.

ENACTED in meeting duly assembled this ___ day of _____, 2022.

ANDERSON COUNTY, SOUTH CAROLINA

Chairman of County Council

Attest:

County Administrator

Clerk to County Council

First Reading: August 16, 2022
Second Reading: September 6, 2022
Public Hearing: _____
Third Reading: September 20, 2022

Approved as to Form:

Leon C. Harmon
County Attorney

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 August 16, 2022, September 9, 2022, and September 20, 2022, at which meetings a quorum of members of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council.

Clerk to County Council,
Anderson County, South Carolina

Dated: _____, 2022

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

Between

ANDERSON COUNTY, SOUTH CAROLINA

and

GRAY INDUSTRIAL REALTY 7, LLC

Dated as of _____

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**SUMMARY OF CONTENTS OF
FEE IN LIEU OF TAX AGREEMENT**

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

Company Name:	Gray Industrial Realty 7, LLC	Project Name:	Project Little Brother
Projected Investment:	\$30,000,000	Projected Jobs:	n/a
Location (street):	1810 Easley Highway Piedmont, SC 29669	Tax Map Nos.:	<u>Formerly</u> 193-00-15-005 193-00-11-015 193-00-11-009 193-00-11-004 <u>Recombined (2022)</u> 193-00-11-015
1. FILOT			
Required Investment:	\$30,000,000		
Investment Period:	5 years; possible 5 year extension*	Ordinance No./Date:	[TO COME]
Assessment Ratio:	6%	Term (years):	30 years
Fixed Millage:	332.07	Net Present Value (if yes, discount rate):	n/a
Clawback information:	Full prospective and retroactive clawback of the FILOT benefit if Company and all sponsor affiliates fail to invest at least \$30,000,000 in the Project during the initial five year investment period.		
2. MCIP			
Included in an MCIP:	Yes		
If yes, Name & Date:	Anderson/Greenville 2010 Park		
3. SSRC			
Total Amount:	85% for the first five FILOT payments, and 35% for the next 25 FILOT payments.		
No. of Years	30 years total		
Yearly Increments:	See above.		
Clawback information:	Full prospective and retroactive clawback of the SSRC benefit if Company and all sponsor affiliates fail to invest at least \$30,000,000 in the Project during the initial five year investment period.		
4. Other information	*If the Company and all sponsor affiliates invest at least \$30,000,000 in the Project during the initial five year investment period, the investment period will automatically be extended for an additional five years.		

FEE IN LIEU OF TAX AND SPECIAL SOURCE CREDIT AGREEMENT

THIS FEE IN LIEU OF TAX AND SPECIAL SOURCE CREDIT AGREEMENT (the “*Fee Agreement*”) is made and entered into as of September 20, 2022 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 **GRAY INDUSTRIAL REALTY 7, LLC**, a limited liability company organized and existing under the laws of the State of Kentucky and authorized to transact business in the State (the “*Company*”).

RECITALS

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

2. Sections 4-1-170 and 12-44-70 of the Code authorize the County to provide special source revenue credit (“*Special Source Revenue Credit*”) financing secured by and payable solely from revenues of the County derived from payments in lieu of taxes for the purposes set forth in Section 4-29-68 of the Code, namely: the defraying of the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County and for improved and unimproved real estate, and personal property, including but not limited to machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise in order to enhance the economic development of the County (collectively, “*Infrastructure*”).

3. The Company (as a Sponsor, within the meaning of the FILOT Act) desires to provide for the acquisition and construction of the Project (as defined herein) to constitute a new industrial (light manufacturing and/or distribution) 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 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 September 20, 2022, 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 Gray Industrial Realty 7, LLC, a Kentucky limited liability company authorized to transact business in the State, 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 \$30,000,000 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 and this Fee Agreement, and selected and identified by the Company or any Sponsor Affiliate in its annual filing of a SCDOR PT-300S or comparable form with the Department (as such filing may be amended from time to time) for each year within the Investment Period.

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

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

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

“Extended Investment Period” shall mean, if the Company and all Sponsor Affiliates satisfy the Contract Minimum Investment Requirement during the Initial Investment Period, the period beginning with the first following the expiration of the Initial Investment Period and ending five (5) years thereafter.

“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.

“Initial 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.

“Investment Period” shall mean, and shall be equal to, the Initial Investment Period and, if applicable, the Extended Investment Period, collectively.

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

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

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

“MCIP Agreement” shall mean the multi-county park agreement dated as of December 1, 2010, as amended, between the County and Greenville County, South Carolina, as the same may be further amended or supplemented from time to time, or such other agreement as the County may enter with respect to the Project to offer the benefits of the Special Source Revenue Credits to the Company hereunder.

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

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

property portion of the Project and (b) the property allowed pursuant to Section 12-44-110(2) of the FILOT Act.

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

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

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

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

“State” shall mean the State of South Carolina.

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

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

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

Section 1.02 Project-Related Investments

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

[End of Article I]

ARTICLE II

REPRESENTATIONS, WARRANTIES, AND AGREEMENTS

Section 2.01 Representations, Warranties, and Agreements of the County

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

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

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

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

(d) The millage rate set forth in Step 3 of Section 4.01(a) hereof is 332.07 mills, which is the millage rate in effect with respect to the location of the proposed Project as of June 30, 2022, 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 [TO COME], 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 lease the Project to an operating tenant for light manufacturing and/or distribution use, and for such other purposes that the FILOT Act permits as the Company may deem appropriate.

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

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

[End of Article II]

ARTICLE III

COMMENCEMENT AND COMPLETION OF THE PROJECT

Section 3.01 The Project

(a) The Company intends and expects, together with any Sponsor Affiliate, to (i) construct and acquire the Project and meet the Contract Minimum Investment Requirement within the Initial Investment Period. The Company anticipates that the first Phase of the Project will be placed in service during the calendar year ending December 31, 2023.

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

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

Section 3.02 Diligent Completion

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

Section 3.03 Filings and Reports

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

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

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

by the Company and any such Sponsor Affiliates in accordance with Section 3.03(a) or (b) above with respect to property placed in service as part of the Project.

[End of Article III]

ARTICLE IV

FILOT PAYMENTS

Section 4.01 FILOT Payments

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

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

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

Step 3: Use a millage rate of 332.07 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 first five (5) consecutive FILOT Payments in an amount equal to eighty-five percent (85%), and the Company's next twenty-five (25) consecutive FILOT Payments thereafter 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 Initial Investment Period, any Special Source Credits otherwise payable under this 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 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 Initial 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 Fee Agreement (and not replaced with qualifying replacement property),

the amount of the fee in lieu of taxes due on the personal property for the year in which the personal property was removed from the Project shall be due for the two (2) years immediately following such removal.

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

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

Section 4.03 Failure to Achieve Minimum Investment Requirement

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

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

Section 4.04 Removal of Equipment

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

Section 4.05 FILOT Payments on Replacement Property

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

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

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

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

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

[End of Article IV]

ARTICLE V

PARTICULAR COVENANTS AND AGREEMENTS

Section 5.01 Cessation of Operations

Notwithstanding any other provision of this Fee Agreement, each of the Company and any Sponsor Affiliates acknowledges and agrees that County's obligation to provide the FILOT incentive may end, and this Fee Agreement may be terminated by the County, at the County's sole discretion, if the Company ceases operations at the Project; provided, however, that the Special Source Credits provided for in this Fee Agreement shall automatically terminate if the Company ceases operations as set forth in this Section 5.01. For purposes of this Section, "ceases operations" means, following the initial occupancy and commencement of use of the facility by an end user or tenant in the operation of its business, the 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 County acknowledges that it is the Company's intent to lease the facility to be constructed in connection with the Project to a tenant that has not been identified as of the date of this Fee Agreement, and agrees that the lack of operations at the facility while it is initially being marketed for lease, even if such initial marketing period shall exceed twenty-four (24) months, shall not be deemed a "cessation of operations" hereunder. 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 Initial 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 from or payable by the Company or any Sponsor Affiliates); provided, however, that nothing herein shall prevent the Company from enforcing its rights hereunder by suit for *mandamus* or specific performance.

Section 5.05 Mergers, Reorganizations and Equity Transfers

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

Section 5.06 Indemnification Covenants

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

(b) Notwithstanding the fact that it is the intention of the parties that the Indemnified Parties shall not incur pecuniary liability by reason of the terms of this Fee Agreement, or the undertakings required of the County hereunder, by reason of the granting of the FILOT, by reason of the execution of

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

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

Section 5.07 Qualification in State

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

Section 5.08 No Liability of County's Personnel

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

Section 5.09 Assignment, Leases or Transfers

The County agrees that the Company and any Sponsor Affiliates may at any time (a) transfer all or any of their rights and interests under this Fee Agreement or with respect to all or any part of the Project, or (b) enter into any lending, financing, leasing, security, or similar arrangement or succession of such arrangements with any financing or other entity with respect to this Fee Agreement or all or any part of the Project, including without limitation any sale-leaseback, equipment lease, build-to-suit lease, synthetic lease, nordic lease, defeased tax benefit or transfer lease, assignment, sublease or similar arrangement or succession of such arrangements, regardless of the identity of the income tax owner of such portion of the Project, whereby the transferee in any such arrangement leases the portion of the Project in question to the Company or any Sponsor Affiliate or operates such assets for the Company or any Sponsor Affiliate or is leasing the portion of the Project in question from the Company or any Sponsor Affiliate. In order to preserve the FILOT benefit afforded hereunder with respect to any portion of the Project so transferred, leased, financed, or otherwise affected: (i) except in connection with any

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

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

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

Section 5.10 Administration Expenses

The Company agrees to pay any Administration Expenses to the County when and as they shall become due, but in no event later than the date which is the earlier of any payment date expressly provided for in this Fee Agreement or the date which is forty-five (45) days after receiving written notice from the County, accompanied by such supporting documentation as may be necessary to evidence the County's or Indemnified Party's right to receive such payment, specifying the nature of such expense and requesting payment of same. Notwithstanding the foregoing, the Company shall not be required to pay Administration Expenses (including attorneys' fees of the County) in excess of \$5,000 for the initial negotiation, review and approval of this Fee Agreement and related documents.

Section 5.11 Priority Lien Status

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

Section 5.12 Interest; Penalties

In the event the Company or any Sponsor Affiliate should fail to make any of the payments to the County required under this Fee Agreement, then the item or installment so in default shall continue as an obligation of the Company or such Sponsor Affiliate until the Company or such Sponsor Affiliate shall have fully paid the amount, and the Company and any Sponsor Affiliates agree, as applicable, to pay the

same with interest thereon at a rate, unless expressly provided otherwise herein and in the case of FILOT Payments, of 5% per annum, compounded monthly, to accrue from the date on which the payment was due and, in the case of FILOT Payments, at the rate for non-payment of *ad valorem* taxes under State law and subject to the penalties the law provides until payment.

Section 5.13 Sponsor Affiliates

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

[End of Article V]

ARTICLE VI

DEFAULT

Section 6.01 Events of Default

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

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

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

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

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

Section 6.02 Remedies Upon Default

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

(i) terminate this Fee Agreement; or

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

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

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

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

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

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

Section 6.03 Reimbursement of Legal Fees and Expenses and Other Expenses

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

Section 6.04 No Waiver

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

[End of Article VI]

ARTICLE VII
MISCELLANEOUS

Section 7.01 Notices

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

If to the Company:

Gray Industrial Realty 7, LLC
c/o Gray Industrial Realty, LLC
Attn: Curt Hargrove, President
9200 Shelbyville Road, Suite 606
Louisville, KY 40222

With a copy to:

Burr & Forman LLP
Attn: Brandon T. Norris, Esq.
104 South Main Street, Suite 700
Greenville, SC 29601

If to the County:

Anderson County
Attn: County Administrator
101 South Main Street
Anderson, SC 29622

With a copy to:

Anderson County Attorney
Mr. Leon Harmon, Esq.
101 South Main Street
Anderson, SC 29622

Section 7.02 Binding Effect

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

entity, officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County has been transferred.

Section 7.03 Counterparts

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

Section 7.04 Governing Law

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

Section 7.05 Headings

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

Section 7.06 Amendments

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

Section 7.07 Further Assurance

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

Section 7.08 Invalidity; Change in Laws

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

Section 7.09 Termination by Company

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

Section 7.10 Entire Understanding

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

Section 7.11 Waiver

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

Section 7.12 Business Day

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

[End of Article VII]

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and behalf by the Chairman of County Council and 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: _____
Chairman of County Council

ATTEST:

County Administrator

Clerk to County Council of
Anderson County, South Carolina

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

GRAY INDUSTRIAL REALTY 7, LLC

By: _____
Its: _____

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

EXHIBIT A

LEGAL DESCRIPTION

All that certain piece, parcel, or lot of land lying and being in the State of South Carolina, County of Anderson, containing a total combined area of 38.40 acres of land, more or less, and shown and designated on a recombination plat prepared by Jay C. Hipp, PLS #29115 of H & M Surveying, LLC for Gray Industrial Realty 7, LLC, dated August 19, 2022 and recorded August 23, 2022 in Plat Book S2954, at Page 5, in the Office of the Register of Deeds for Anderson County, South Carolina, to which plat reference is made for a more complete and perfect description.

Derivation: This being the same property conveyed to Gray Industrial Realty 7, LLC from Gray Industrial Realty V, LLC by deed dated August 18, 2022 and recorded August 22, 2022 in Book 16325, at Page 101, in the Office of the Register of Deeds for Anderson County, South Carolina.

Recombined Tax Map No. 1930011015*

*Formerly Tax Map Nos. 193-00-15-005, 193-00-11-015, 193-00-11-009 and 193-00-11-004.

EXHIBIT B

INVESTMENT CERTIFICATION

I _____, the _____ of Gray Industrial Realty 7, LLC (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 September 20, 2022 between Anderson County, South Carolina and the Company (the “*Agreement*”), as follows:

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

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

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

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

GRAY INDUSTRIAL REALTY 7, LLC

Name: _____
Its: _____

EXHIBIT C

INFRASTRUCTURE INVESTMENT CERTIFICATION

I _____, the _____ of Gray Industrial Realty 7, LLC (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 September 20, 2022 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:

Personal Property Description

Investment Amount

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

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

GRAY INDUSTRIAL REALTY 7, LLC

Name: _____

Its: _____

ORDINANCE 2022-045

AN ORDINANCE TO APPROVE A REAL ESTATE LEASE WITH CLEMSON UNIVERSITY FOR SPACE IN THE ANDERSON COUNTY 1428 PEARMAN DAIRY ROAD FACILITY; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Anderson County is the owner of the real estate located at 1428 Pearman Dairy Road, Anderson, South Carolina 29625, consisting of approximately 534,778 square feet of building improvements located on approximately 125.5 acres with TMS No. 095-15-01-001;

WHEREAS, Clemson University desires to lease approximately 3921 square feet in the 1428 Pearman Dairy Road building for office space for the Clemson University Extension Service; and

WHEREAS, the location of the Clemson Extension Service in the 1428 Pearman Dairy Road facility will enhance and support agriculture within the County.

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

1. The Real Estate Lease Agreement, attached as Exhibit A, between Anderson County and Clemson University is hereby approved and the Anderson County Administrator is authorized to execute the Ground Lease Agreement on behalf of the County.

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

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

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

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

ORDAINED in meeting duly assembled this _____ day of _____, 2022.

ATTEST:

FOR ANDERSON COUNTY:

Rusty Burns
Anderson County Administrator

Tommy Dunn, District #5, Chairman

Renee Watts
Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

1st Reading: _____

2nd Reading: _____

3rd Reading: _____

Public Hearing: _____

EXHIBIT A
[Under Negotiation]

Ordinance #2022-046

An Ordinance to amend Ordinance #99-004, the Anderson County Zoning Ordinance, as adopted July 20, 1999, by amending the Anderson County Official Zoning Map to rezone +/- 91.78 acres from R-20 (Single-Family Residential District) to I-2 (Industrial Park District) on a parcel of land, identified as 3508 in the Centerville Station A Precinct shown in Deed Book 15537 page 311. The parcel is further identified as TMS #95-00-03-006.

Whereas, Anderson County, a body politic and corporate and a political subdivision of the State of South Carolina (the "County"), acting by and through its County Council (the "County Council") has previously adopted Anderson County Ordinance #99-004, the Anderson County Zoning Ordinance (the "Ordinance"), which Ordinance contains the Anderson County Official Zoning Map (the "Map"); and,

Whereas, the Ordinance contains provisions providing for the amendment of the Map; and,

Whereas, County Council desires to amend the Map by adopting a zoning map amendment from R-20 to I-2 for +/- 91.78 acres of TMS #95-00-03-006 described above; and,

Whereas, the Anderson County Planning Commission has held a duly advertised Public Hearing on September 13, 2022, during which it reviewed the proposed rezoning from R-20 to I-2 for +/- 91.78 acres of TMS #95-00-03-006 described above; and,

Whereas, the Anderson County Council has duly advertised and held a Public Hearing on October 4, 2022, regarding said amendment of the Anderson County Official Zoning Map:

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

1. The Anderson County Council hereby finds that this proposed rezoning is consistent with the Anderson County Comprehensive Plan and in accord with requirements of the South Carolina Code of Laws Title 6, Chapter 29, Article 5.
2. The Anderson County Council hereby amends the Anderson County Official Zoning Map as previously adopted July 20, 1999, by Anderson County Ordinance #99-004 to rezone R-20 to I-2 for +/- 91.78 acres of TMS #95-00-03-006 described above.
3. Should any portion of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall not affect the remaining terms and provisions of this ordinance, all of which are hereby deemed separable.
4. All orders, resolutions, and enactments of Anderson County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.
5. This ordinance shall take effect and be in full force and effect from and after third reading and enactment by Anderson County Council.

REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

ATTEST: Ordinance 2022-046

Rusty Burns
Anderson County Administrator

Tommy Dunn, District #5, Chairman

Renee D. Watts
Clerk to Council

APPROVED AS TO FORM:

Anderson County Attorney

1st Reading: September 20, 2022

2nd Reading: October 4, 2022

3rd Reading: October 18, 2022

Public Hearing: October 4, 2022

**Anderson County Planning Commission
Staff Report
September 13, 2022**

Applicant: Craig Shiflet

Current owner: Craig Shiflet

Property location: 3508 Dixon Rd

Precinct: Centerville Station A

Council district: 5

TMS#(s): 95-00-03-006

Acreage: +/- 91.78 (amended after first reading)

Current zoning: R-20 (Single Family Residential District)
Located within Airport Height Safety Area

Requested zoning: I-2 (Industrial Park District)

The Industrial Park district is established to provide a high level of design quality, site amenities, and open space for light industry, warehouse distribution, research and development operations, and similar industrial uses with compatible operations within a park atmosphere. All of the uses shall be of a type or intensity that do not produce odors, smoke, fumes, noise, glare, heat or vibrations which are incompatible with other uses in the park or its surrounding land uses outside the industrial park. The physical and operational requirements of the use, including type of structure used and volume of heavy truck traffic generated, shall not have an adverse impact upon surrounding land uses. Regulations are directed toward protecting neighboring land uses from any of the potential nuisances associated with industrial uses.

Surrounding zoning: North: I-2 (Industrial Park District)
South: R-20 (Single-Family Residential District)
East: PD (Planned Development)
West: R-20 (Single-Family Residential District)

Evaluation: This request is to rezone from R-20 to I-2 for the purpose of selling the property and match the joining property's zoning as the adjacent owner wishes to purchase the property to use as industrial.

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

- August 24, 2022: Rezoning notification postcards sent to 294 property owners within 2,000' of the subject property.

- August 24, 2022: Rezoning notification signs posted on subject property;
- August 24, 2022: Planning Commission public hearing advertisement published in the *Independent-Mail*.

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



Rezoning Application

Anderson County Planning & Development

Date of Submission

Approved/Denied

Applicant's Information

Applicant Name:

CRAIG SHIFLET

Mailing Address:

3531 DIXON ROAD

Telephone:

864-617-5910

Email:

shiflet farms 87@gmail.com

Owner's Information

(If Different from Applicant)

Owner Name:

Mailing Address:

Telephone:

Email:

Designation of Agent: (Complete only if owner is not the applicant)

I hereby appoint the person named the Applicant as my agent to represent me in this request for rezoning:

Owner's Signature

Date

Project Information

Property Location:

3408 DIXON ROAD

Parcel Number(s)/TMS:

950003006

County Council District:

5

School District:

5

Total Acreage:

97.48

Current Land Use:

AG

Requested Zoning:

I-2

Current Zoning:

R-20

Purpose of Rezoning:

ADJACENT OWNER IS WANTING TO BUY THE PROPERTY

Are there any Private Covenants or Deed Restrictions on the

Yes

No

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

Craig D. Smith
Applicant's Signature

Date

If you indicated yes, please provide a copy of your covenants and deed restrictions with this application, pursuant to State Law (Section 6-29-1145: July 1, 2007), determining existence of restrictive covenants. Copies may be obtained at the Register of Deeds Office. It is the applicant's responsibility for checking any subdivision covenants or private covenants pertaining to the property.

Additional Information or Comments: THE ADJACENT PROPERTY OWNER
IS WANTING TO PURCHASE THE PROPERTY. HE WILL DEVELOP
AS INDUSTRIAL WHICH HIS PROPERTY ALREADY IS.

An accurate plat (survey) of the property must be submitted with this application.

If pursuing a review district classification (IZOD, PC, PD, POD, RRD), a preliminary development plan, statement of intent and letters from appropriate agencies or districts verifying available and adequate public facilities must be submitted with the application.

Please refer to Chapter 70 of the Anderson County Code of Ordinances for further information regarding submission requirements.

As the applicant, I hereby confirm that all required information and materials for this application are authentic and have been submitted to the Planning & Development office.

Craig D. Smith
Applicant's Signature

Date

* A zoning map amendment may be initiated by the property owner(s), Planning Commission, Zoning Administrator or County Council. *

For Office Use Only:

Application Received By: _____

Complete Submission Date: _____

Commission Public Hearing: _____

Council Public Hearing: _____

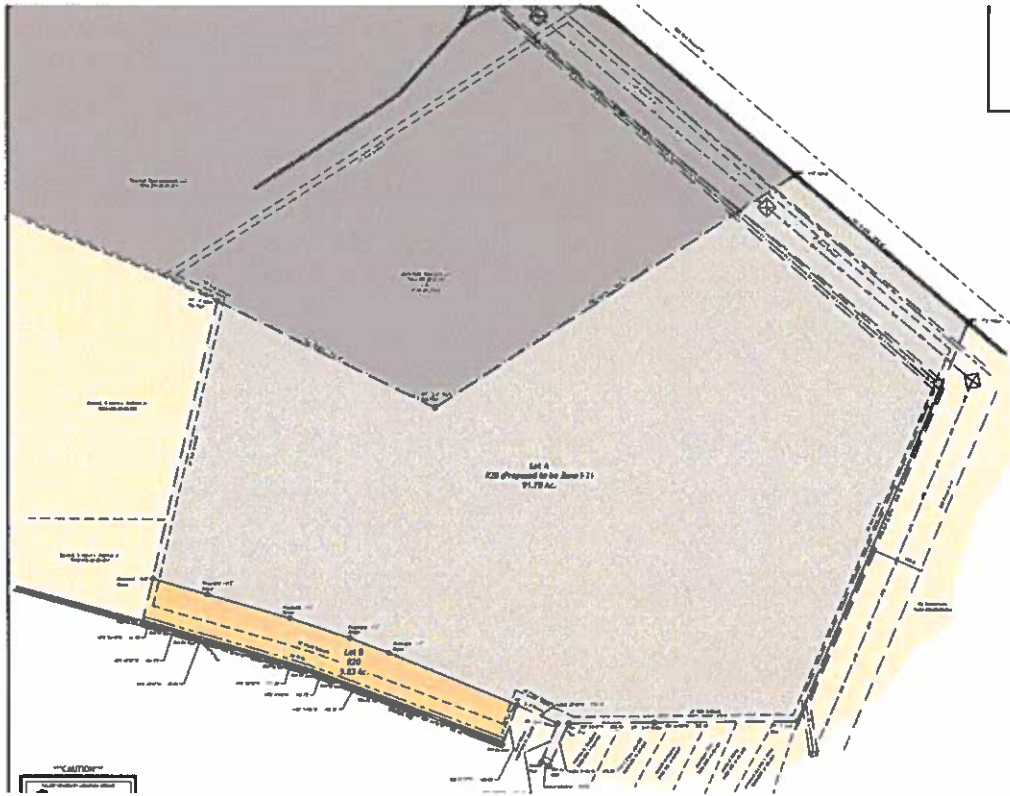


ANDERSON COUNTY REZONING APPLICATION NARRATIVE

Please provide a narrative below, describing the proposed use of the property including, but not limited to:

1. General description of proposed use;
2. Plans for protection of abutting properties, if applicable;
3. Any additional information deemed reasonable for review.

- 1) MANUFACTURING + WAREHOUSE WITH RAIL ROAD SIDING
- 2) DEVELOPER PLANS + COMMITS TO INSTALLING A 10' BERM ADJACENT TO ALL RESIDENTIAL PROPERTIES IN ADDITION TO REQUIRED BUFFERS.
- 3) THIS IS ONE OF A VERY LIMITED FEW LARGE PARCELS IN ANDERSON COUNTY WITH RAIL SIDING + HIGH VOLTAGE POWER LINES. THE ADJACENT LARGE PARCELS ARE ZONED INDUSTRIAL. THERE IS A LARGE DUKE POWER TRANSMISSION LINE ON THE BACK + ONE SIDE OF THE PROPERTY ALONG WITH SEWER BETWEEN SUBJECT PROPERTY + NEIGHBORING SUBDIVISION. WE ARE PLANNING ON INGRESS/EGRESS FOR LARGE TRUCKS THROUGH THE ADJACENT INDUSTRIAL PARCEL TO MITIGATE TRUCK TRAFFIC ON DIXON ROAD. THE BUILDING BUILT WILL BE UNDER THE HEIGHT LIMIT FOR AIRPORT RESTRICTED ZONE REQUIREMENTS.



Controlled Territory
 040
 Proposed 8' Electric Line
 200 Foot Buffer
 Proposed to the Interest of
 Aflac Tobacco

Created/Revised: 4/13/2016 by ERM
 PG 004 of 004
 ANDERSON COUNTY SOUTH CAROLINA
 PLAT

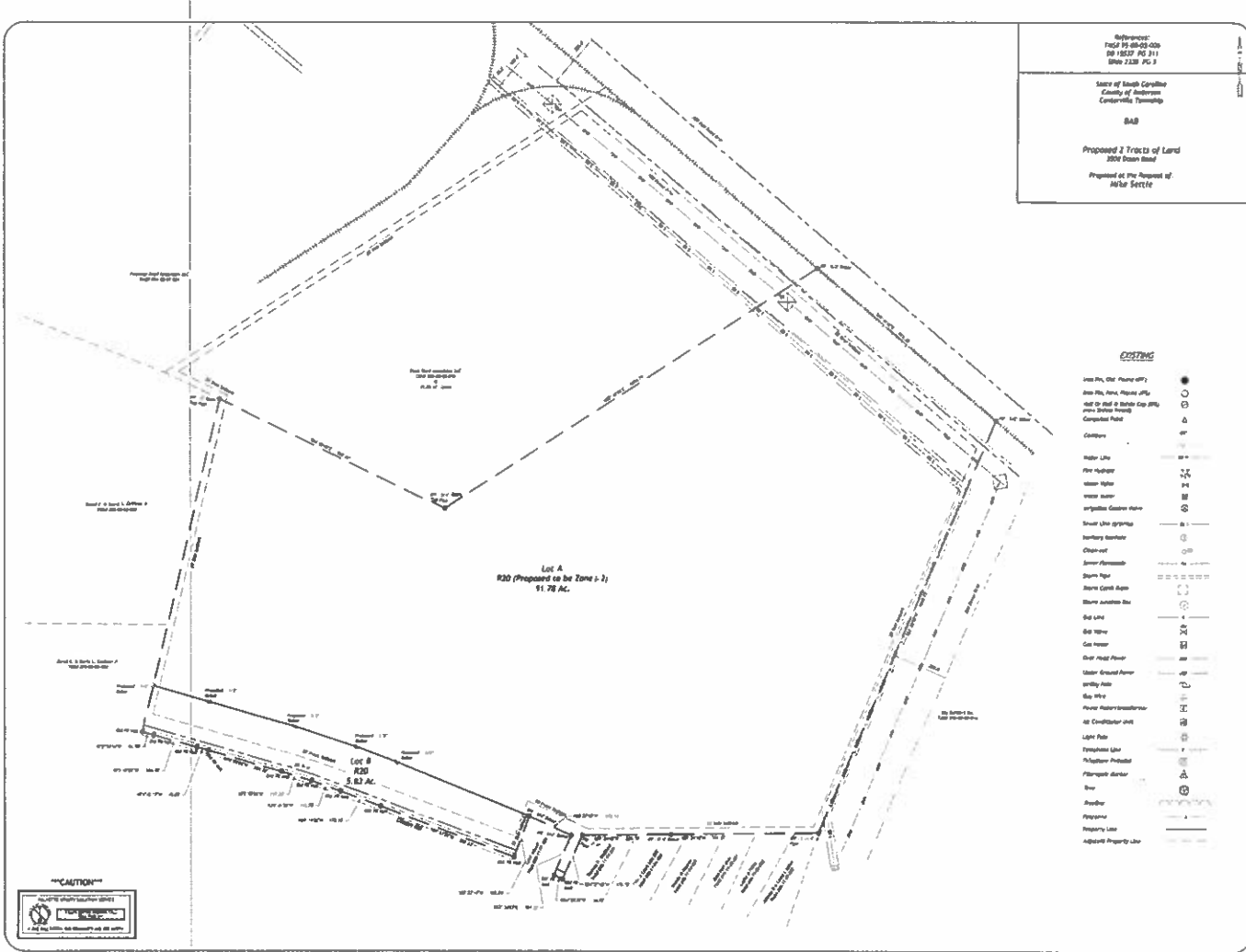
Legend

- | | |
|------------------------------|---|
| Lot A (91.79 AC) | ○ |
| Lot B (2.53 AC) | ○ |
| Proposed 8' Electric Line | ○ |
| Proposed 12' Electric Line | ○ |
| Proposed 18' Electric Line | ○ |
| Proposed 24' Electric Line | ○ |
| Proposed 36' Electric Line | ○ |
| Proposed 48' Electric Line | ○ |
| Proposed 60' Electric Line | ○ |
| Proposed 72' Electric Line | ○ |
| Proposed 84' Electric Line | ○ |
| Proposed 96' Electric Line | ○ |
| Proposed 108' Electric Line | ○ |
| Proposed 120' Electric Line | ○ |
| Proposed 132' Electric Line | ○ |
| Proposed 144' Electric Line | ○ |
| Proposed 156' Electric Line | ○ |
| Proposed 168' Electric Line | ○ |
| Proposed 180' Electric Line | ○ |
| Proposed 192' Electric Line | ○ |
| Proposed 204' Electric Line | ○ |
| Proposed 216' Electric Line | ○ |
| Proposed 228' Electric Line | ○ |
| Proposed 240' Electric Line | ○ |
| Proposed 252' Electric Line | ○ |
| Proposed 264' Electric Line | ○ |
| Proposed 276' Electric Line | ○ |
| Proposed 288' Electric Line | ○ |
| Proposed 300' Electric Line | ○ |
| Proposed 312' Electric Line | ○ |
| Proposed 324' Electric Line | ○ |
| Proposed 336' Electric Line | ○ |
| Proposed 348' Electric Line | ○ |
| Proposed 360' Electric Line | ○ |
| Proposed 372' Electric Line | ○ |
| Proposed 384' Electric Line | ○ |
| Proposed 396' Electric Line | ○ |
| Proposed 408' Electric Line | ○ |
| Proposed 420' Electric Line | ○ |
| Proposed 432' Electric Line | ○ |
| Proposed 444' Electric Line | ○ |
| Proposed 456' Electric Line | ○ |
| Proposed 468' Electric Line | ○ |
| Proposed 480' Electric Line | ○ |
| Proposed 492' Electric Line | ○ |
| Proposed 504' Electric Line | ○ |
| Proposed 516' Electric Line | ○ |
| Proposed 528' Electric Line | ○ |
| Proposed 540' Electric Line | ○ |
| Proposed 552' Electric Line | ○ |
| Proposed 564' Electric Line | ○ |
| Proposed 576' Electric Line | ○ |
| Proposed 588' Electric Line | ○ |
| Proposed 600' Electric Line | ○ |
| Proposed 612' Electric Line | ○ |
| Proposed 624' Electric Line | ○ |
| Proposed 636' Electric Line | ○ |
| Proposed 648' Electric Line | ○ |
| Proposed 660' Electric Line | ○ |
| Proposed 672' Electric Line | ○ |
| Proposed 684' Electric Line | ○ |
| Proposed 696' Electric Line | ○ |
| Proposed 708' Electric Line | ○ |
| Proposed 720' Electric Line | ○ |
| Proposed 732' Electric Line | ○ |
| Proposed 744' Electric Line | ○ |
| Proposed 756' Electric Line | ○ |
| Proposed 768' Electric Line | ○ |
| Proposed 780' Electric Line | ○ |
| Proposed 792' Electric Line | ○ |
| Proposed 804' Electric Line | ○ |
| Proposed 816' Electric Line | ○ |
| Proposed 828' Electric Line | ○ |
| Proposed 840' Electric Line | ○ |
| Proposed 852' Electric Line | ○ |
| Proposed 864' Electric Line | ○ |
| Proposed 876' Electric Line | ○ |
| Proposed 888' Electric Line | ○ |
| Proposed 900' Electric Line | ○ |
| Proposed 912' Electric Line | ○ |
| Proposed 924' Electric Line | ○ |
| Proposed 936' Electric Line | ○ |
| Proposed 948' Electric Line | ○ |
| Proposed 960' Electric Line | ○ |
| Proposed 972' Electric Line | ○ |
| Proposed 984' Electric Line | ○ |
| Proposed 996' Electric Line | ○ |
| Proposed 1008' Electric Line | ○ |
| Proposed 1020' Electric Line | ○ |
| Proposed 1032' Electric Line | ○ |
| Proposed 1044' Electric Line | ○ |
| Proposed 1056' Electric Line | ○ |
| Proposed 1068' Electric Line | ○ |
| Proposed 1080' Electric Line | ○ |
| Proposed 1092' Electric Line | ○ |
| Proposed 1104' Electric Line | ○ |
| Proposed 1116' Electric Line | ○ |
| Proposed 1128' Electric Line | ○ |
| Proposed 1140' Electric Line | ○ |
| Proposed 1152' Electric Line | ○ |
| Proposed 1164' Electric Line | ○ |
| Proposed 1176' Electric Line | ○ |
| Proposed 1188' Electric Line | ○ |
| Proposed 1200' Electric Line | ○ |

Anderson County
 SOUTH CAROLINA

PLAT

000



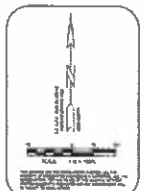
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 Tract No. 00000000
 00 10000 PG 111
 Date 7/20/10 PG 1

State of South Carolina
 County of Anderson
 Cantonville Township

SAB

Proposed 2 Tracts of Land
 2000 Square Feet

Prepared at the Request of
 Mike Settle



EXISTING

Iron Pin, Old Found Off	●
Iron Pin, New, House Off	○
Old to Road or Single Cap (PVC)	△
Iron Pin, Street Front	▲
Conspicuous Point	△
Collars	○
Water Line	—
Fire Hydrant	⊕
Water Meter	⊕
Water Meter	⊕
Artesian/Ground Water	⊕
Street Light Sprinkler	⊕
Barbed Wire	—
Chain-link	—
Survey Monument	—
Survey Type	—
Survey Control Point	—
Stone Marker	—
Old Well	—
Gas Meter	—
Over Head Power	—
Under Ground Power	—
Utility Pole	—
Gas Valve	—
Power Meter/Transformer	—
Oil Condensate Line	—
Light Pole	—
Telephone Line	—
Plastic/Pipe	—
Fire Hydrant	—
Well	—
Boundary	—
Property Line	—
Adjacent Property Line	—



S.A.B

Anderson County,
 SOUTH CAROLINA

DRAWN BY: JG
 CHECKED: JT

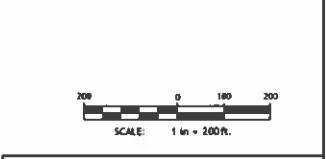
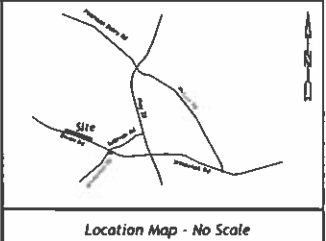
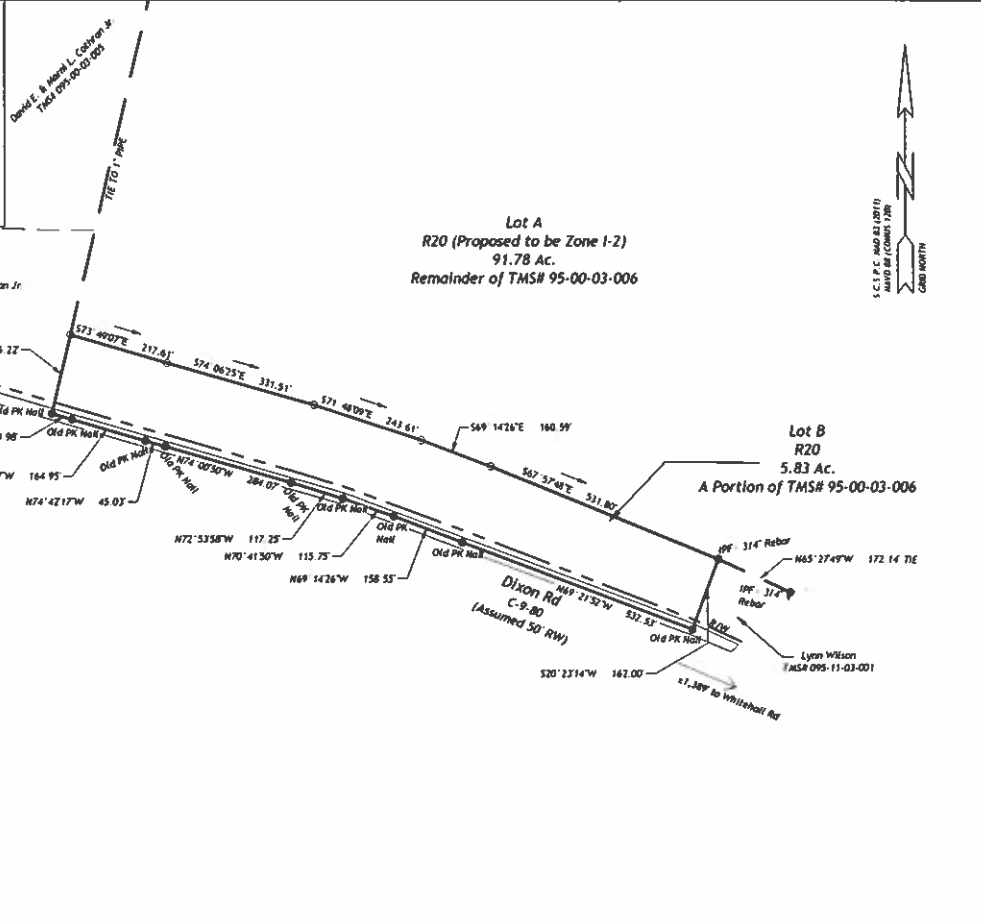
DATE: 7/20/10

Plot

C - 1

LEGEND

- Iron Pin, Old, Found (IPF) ●
- Iron Pin, New, Placed (IPN) ○
- Nail Or Nail & Bottle Cap (NBC) ⊖
- Computed Point △
- Fire Hydrant ⚙
- Water Valve ⚙
- Sanitary Manhole Ⓢ
- Utility Pole Ⓣ



References:
 TMS# 95-00-03-006
 DB 15537 PG 311
 Slide 2330 PG 3

State of South Carolina
 County of Anderson
 Centerville Township

Plat of a Tract of Land
 3508 Dixon Road
 (Prepared for the Purpose of Rezoning)

Prepared at the Request of:
Craig Shiflet

Date:	9-29-22
Drawn By:	TQ
Checked:	TEW
Job Number:	22284
Revisions:	0



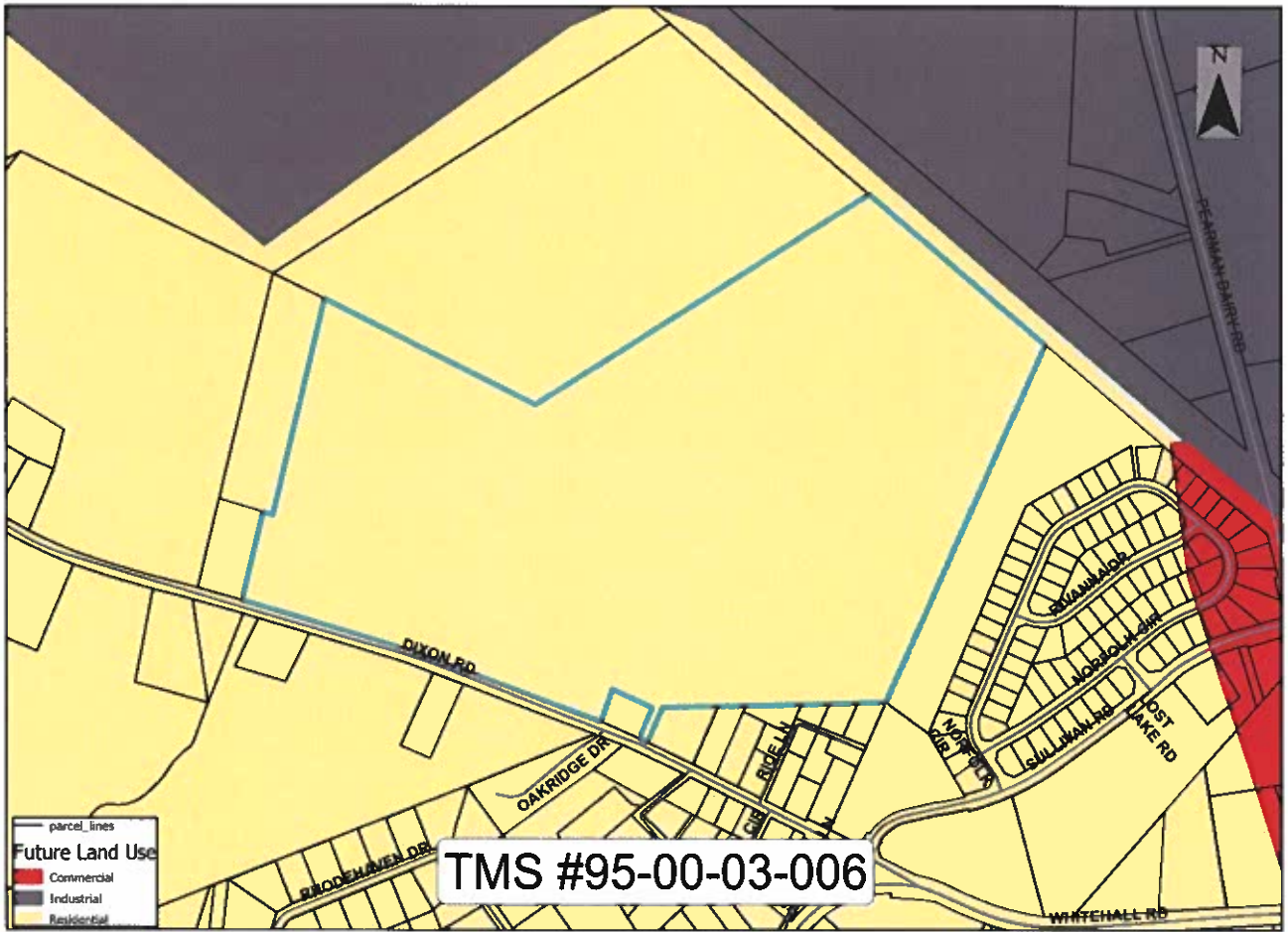
RIDGEWATER
 ENGINEERING & SURVEYING
 PO Box 806, Anderson, SC 29622
 (864) 218-0980 ridgewatereng.com



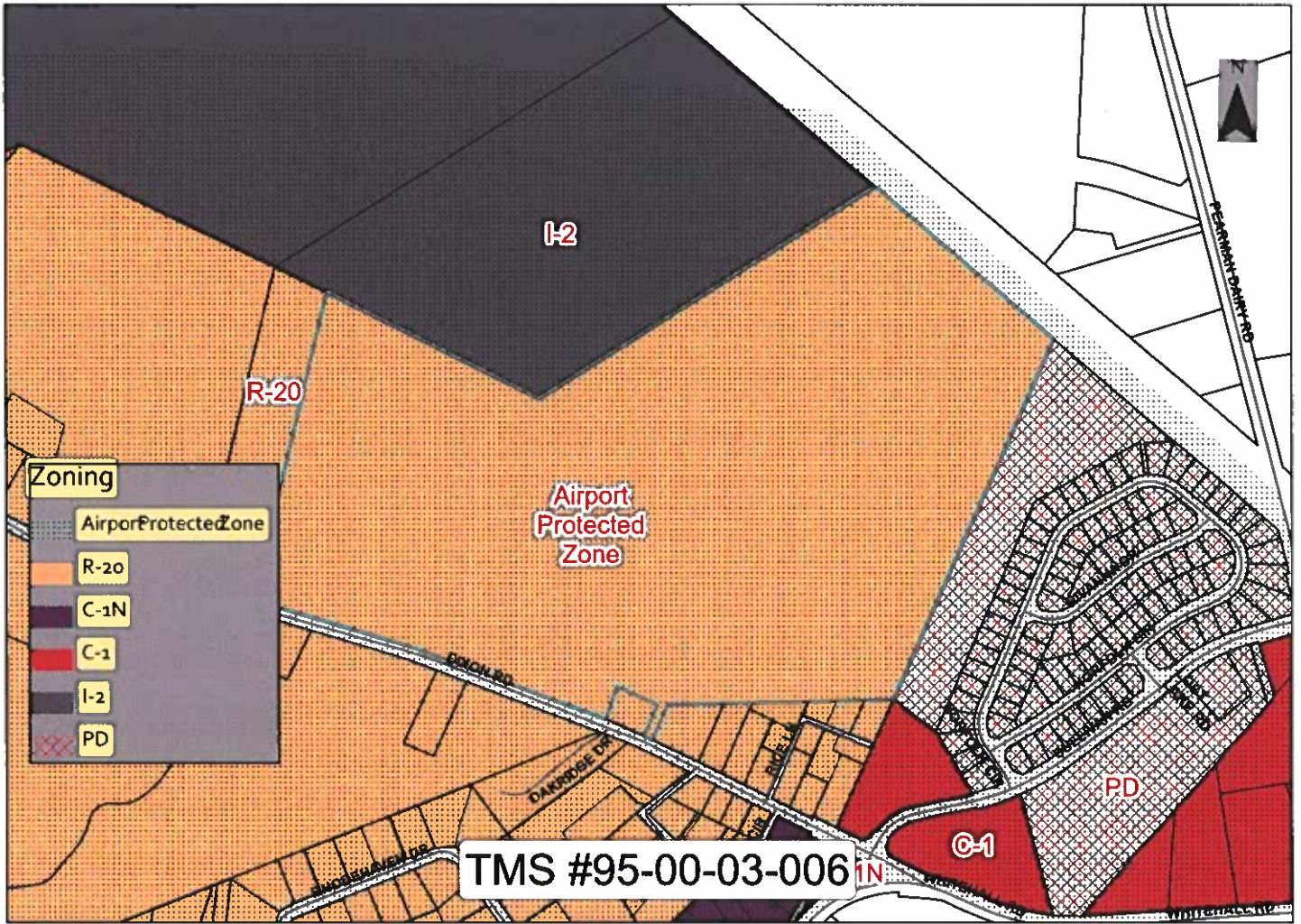
Aerial Photography

TMS #95-00-03-006

0 500 1,000 2,000 Feet



0 500 1,000 2,000 Feet



0 500 1,000 2,000 Feet

Ordinance #2022-047

An Ordinance to amend Ordinance #99-004, the Anderson County Zoning Ordinance, as adopted July 20, 1999, by amending the Anderson County Official Zoning Map to rezone +/- 16.3 acres from R-20 (Single-Family Residential District) to C-3 (Commercial District) on a parcel of land, identified as 54.22 Acres on Beaverdam Road in the Williamston Mill Precinct shown in Deed Book 11140 page 228. The parcel is further identified as TMS #220-00-08-007.

Whereas, Anderson County, a body politic and corporate and a political subdivision of the State of South Carolina (the "County"), acting by and through its County Council (the "County Council") has previously adopted Anderson County Ordinance #99-004, the Anderson County Zoning Ordinance (the "Ordinance"), which Ordinance contains the Anderson County Official Zoning Map (the "Map"); and,

Whereas, the Ordinance contains provisions providing for the amendment of the Map; and,

Whereas, County Council desires to amend the Map by adopting a zoning map amendment from R-20 to C-3 for +/- 16.3 acres of TMS #220-00-08-007 described above; and,

Whereas, the Anderson County Planning Commission has held a duly advertised Public Hearing on September 13, 2022, during which it reviewed the proposed rezoning from R-20 to C-3 for +/- 16.3 acres of TMS #220-00-08-007 described above; and,

Whereas, the Anderson County Council has duly advertised and held a Public Hearing on October 4, 2022, regarding said amendment of the Anderson County Official Zoning Map:

REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

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

1. The Anderson County Council hereby finds that this proposed rezoning is consistent with the Anderson County Comprehensive Plan and in accord with requirements of the South Carolina Code of Laws Title 6, Chapter 29, Article 5.
2. The Anderson County Council hereby amends the Anderson County Official Zoning Map as previously adopted July 20, 1999, by Anderson County Ordinance #99-004 to rezone R-20 to C-3 for +/- 16.3 acres of TMS #220-00-08-007 described above.
3. Should any portion of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall not affect the remaining terms and provisions of this ordinance, all of which are hereby deemed separable.
4. All orders, resolutions, and enactments of Anderson County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.
5. This ordinance shall take effect and be in full force and effect from and after third reading and enactment by Anderson County Council.

REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

ATTEST: Ordinance 2022-046

Rusty Burns
Anderson County Administrator

Tommy Dunn, District #5, Chairman

Renee D. Watts
Clerk to Council

APPROVED AS TO FORM:

Anderson County Attorney

1st Reading: September 20, 2022
2nd Reading: October 4, 2022
3rd Reading: October 18, 2022
Public Hearing: October 4, 2022

**Anderson County Planning Commission
Staff Report
September 13, 2022**

Applicant: Garnett Land Development
Current owner: Wayne B Elmore Family Trust & T Gary McAlister
Property location: Beaverdam Rd
Precinct: Williamston Mill
Council district: 7
TMS#(s): 220-00-08-007
Acreage: +/- 16.3 of 54.22 acres total
Current zoning: R-20 (Single Family Residential District)
Requested zoning: C-3 (Commercial District)

The commercial district is established to provide for the development of commercial and light service land uses which are oriented to customers traveling by automobile. The land uses in this district are intended to be located in non-residentially zoned areas and along major thoroughfares. Establishments in this district provide goods and services for the traveling public.

Surrounding zoning: North: R-MHP (Residential Manufacture Home Park District)
South: R-20 (Single-Family Residential District) & C-3 (Commercial District)
East: R-20 (Single-Family Residential District)
West: R-20 (Single-Family Residential District)

Evaluation: This request is to rezone the front portion of the property from R-20 to C-3 for the purpose of creating a commercial park with 6 lots that can be used for various types of businesses. Businesses may include a restaurant and other general businesses. The interior lots will be used for warehouse and light manufacturing type businesses.

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

- August 24, 2022: Rezoning notification postcards sent to 274 property owners within 2,000' of the subject property.
- August 24, 2022: Rezoning notification signs posted on subject property;
- August 24, 2022: Planning Commission public hearing advertisement published in the *Independent-Mail*.

Page 2 of 2

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



Rezoning Application

Anderson County Planning & Development

Date of Submission

Approved/Denied

Applicant's Information

Applicant Name: Gamett Land Development (Robert Romanowski, Sylvia Gamett)
Mailing Address: 116 Chippewa Lane, Williamston, SC 29697
Telephone: 864-634-4102
Email: robert@siemag.us.com, gamettstorage@aol.com

Owner's Information (If Different from Applicant)

Owner Name: Wayne B. Elmore Family Trust & Gary T McAlister
Mailing Address: 230 Breazeale Drive, Williamston, SC 29697
Telephone: 864-940-0755
Email: kboggs@bellsouth.net

Designation of Agent: (Complete only if owner is not the applicant)

I hereby appoint the person named the Applicant as my agent to represent me in this request for rezoning:

Gary McAlister
Owner's Signature

5/31/2022
Date

Project Information

Property Location: Beaverdam Road (Across from Ellison Lake Road)
Parcel Number(s)/TMS: 220-00-08-007
County Council District: 7 School District: 1
Total Acreage: 54.22 (Rezoning 14.3 only) Current Land Use: Undeveloped
Requested Zoning: C-3 (15.6 AC) Current Zoning: R-20
Purpose of Rezoning: To create 6 lots that can be used for various types of business use

Are there any Private Covenants or Deed Restrictions on the

Yes

No

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


Applicant's Signature

5-31-2022
Date

If you indicated yes, please provide a copy of your covenants and deed restrictions with this application, pursuant to State Law (Section 6-29-1145: July 1, 2007), determining existence of restrictive covenants. Copies may be obtained at the Register of Deeds Office. It is the applicant's responsibility for checking any subdivision covenants or private covenants pertaining to the property.

Additional Information or Comments: This rezoning request is for the front portion of this property. The remainder will stay zoned R-20. The type of business may include a restaurant on one of the Beaverdam Road frontage lots and other types of general business. The interior rezoned lots will be used for warehouse and light manufacturing type of business

An accurate plat (survey) of the property must be submitted with this application.

If pursuing a review district classification (IZOD, PC... ..), a preliminary... .. development plan, statement of intent and letters from appropriate agencies or districts verifying available and adequate public facilities must be submitted with the application.

Please refer to Chapter 70 of the Anderson County Code of Ordinances for further information regarding submission requirements.

As the applicant, I hereby confirm that all required information and materials for this application are authentic and have been submitted to the Planning & Development office.


Applicant's Signature

5-31-2022
Date

* A zoning map amendment may be initiated by the property owner(s), Planning Commission, Zoning Administrator or County Council. *

For Office Use Only:	
Application Received By: _____	Complete Submission Date: _____
Commission Public Hearing: _____	Council Public Hearing: _____

T. Gary McAlister 2012 IFT
Wayne B. Elmore 2012 IFT
2404-E Anderson Hwy.
Williamston, SC 29697
(864)847-7052

May 31, 2022

To Whom It May Concern:

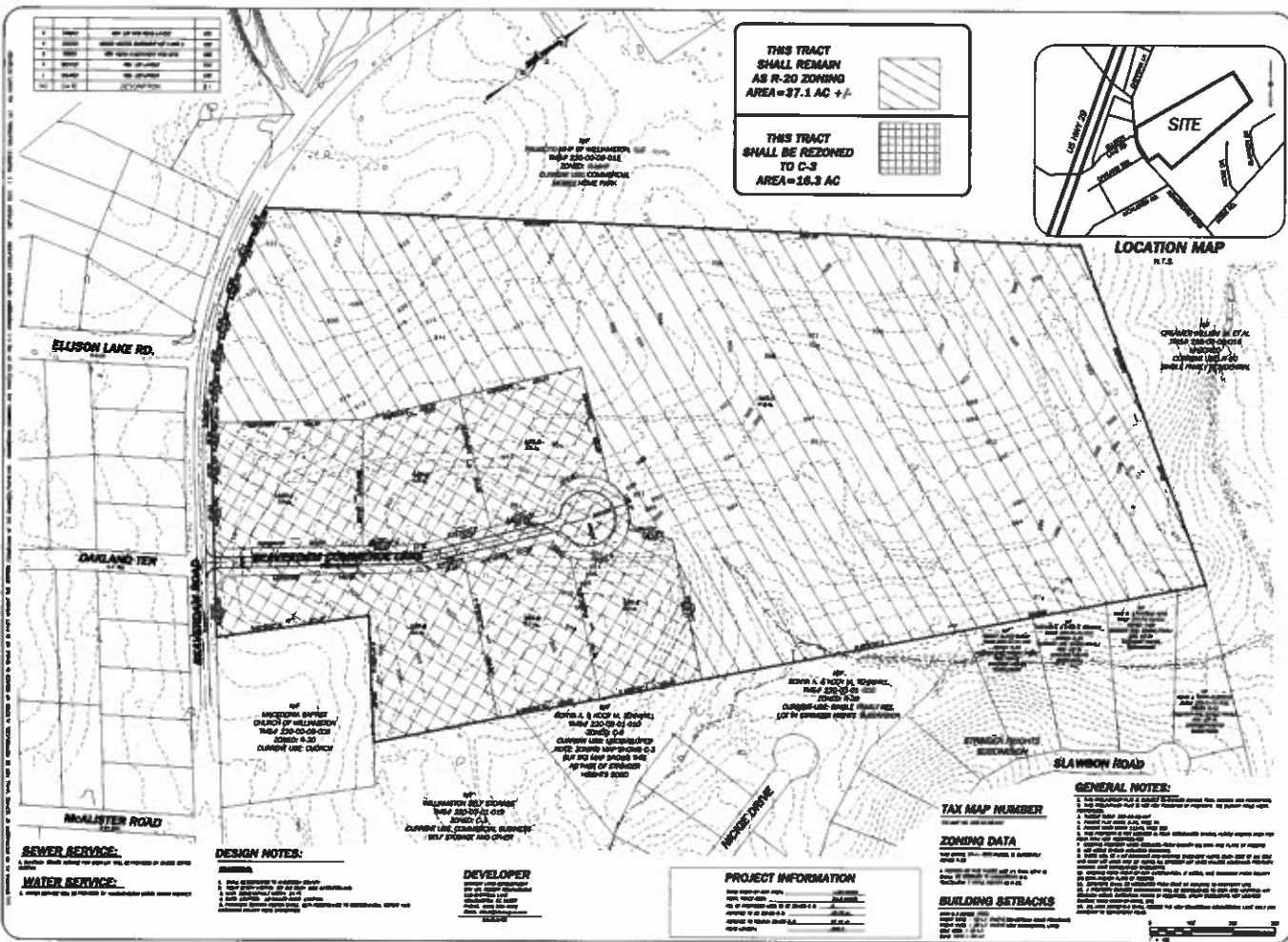
This is to state that Robert Romanowski has permission to apply to rezone TMS#220-00-08-007.

If you have any questions please contact me at the number listed above.

Sincerely,

T. Gary McAlister

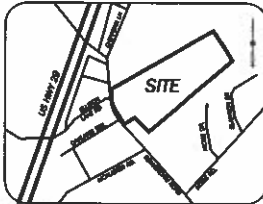
T. Gary McAlister



1	ASPH	ASPH
2	CONC	CONC
3	GRASS	GRASS
4	WOOD	WOOD
5	WATER	WATER
6	SEWER	SEWER
7	UTILITY	UTILITY
8	ROAD	ROAD
9	RAIL	RAIL
10	WATERWAY	WATERWAY
11	WATERWAY	WATERWAY
12	WATERWAY	WATERWAY
13	WATERWAY	WATERWAY
14	WATERWAY	WATERWAY
15	WATERWAY	WATERWAY
16	WATERWAY	WATERWAY
17	WATERWAY	WATERWAY
18	WATERWAY	WATERWAY
19	WATERWAY	WATERWAY
20	WATERWAY	WATERWAY

THIS TRACT SHALL REMAIN AS R-20 ZONING AREA=37.1 AC +/-

THIS TRACT SHALL BE REZONED TO C-3 AREA=16.3 AC



LOCATION MAP N.T.S.

SEWER SERVICE:
 1. Sewer shall extend to rear of lot, as shown on plan sheet.

WATER SERVICE:
 1. Water supply to be provided by watermain with meter.

DESIGN NOTES:

1. This site plan is a preliminary plan.
2. All dimensions are in feet and inches.
3. All bearings are in degrees, minutes and seconds.
4. All distances are in feet and inches.
5. All bearings and distances are as shown on plan sheet.
6. All bearings and distances are as shown on plan sheet.
7. All bearings and distances are as shown on plan sheet.
8. All bearings and distances are as shown on plan sheet.
9. All bearings and distances are as shown on plan sheet.
10. All bearings and distances are as shown on plan sheet.

DEVELOPER:
 C.E. PROPERTY SOLUTIONS, LLC
 1000 W. BROADWAY, SUITE 1000
 ANDERSON, SC 29625
 PHONE: 803.722.1882

PROJECT INFORMATION

DATE: 05/11/2012
 TIME: 10:00 AM
 DRAWN BY: J. SMITH
 CHECKED BY: J. SMITH
 APPROVED BY: J. SMITH

TAX MAP NUMBER
 0000000000

ZONING DATA
 R-20
 C-3

BUILDING SETBACKS
 FRONT: 10 FT
 REAR: 10 FT
 SIDE: 10 FT

GENERAL NOTES:

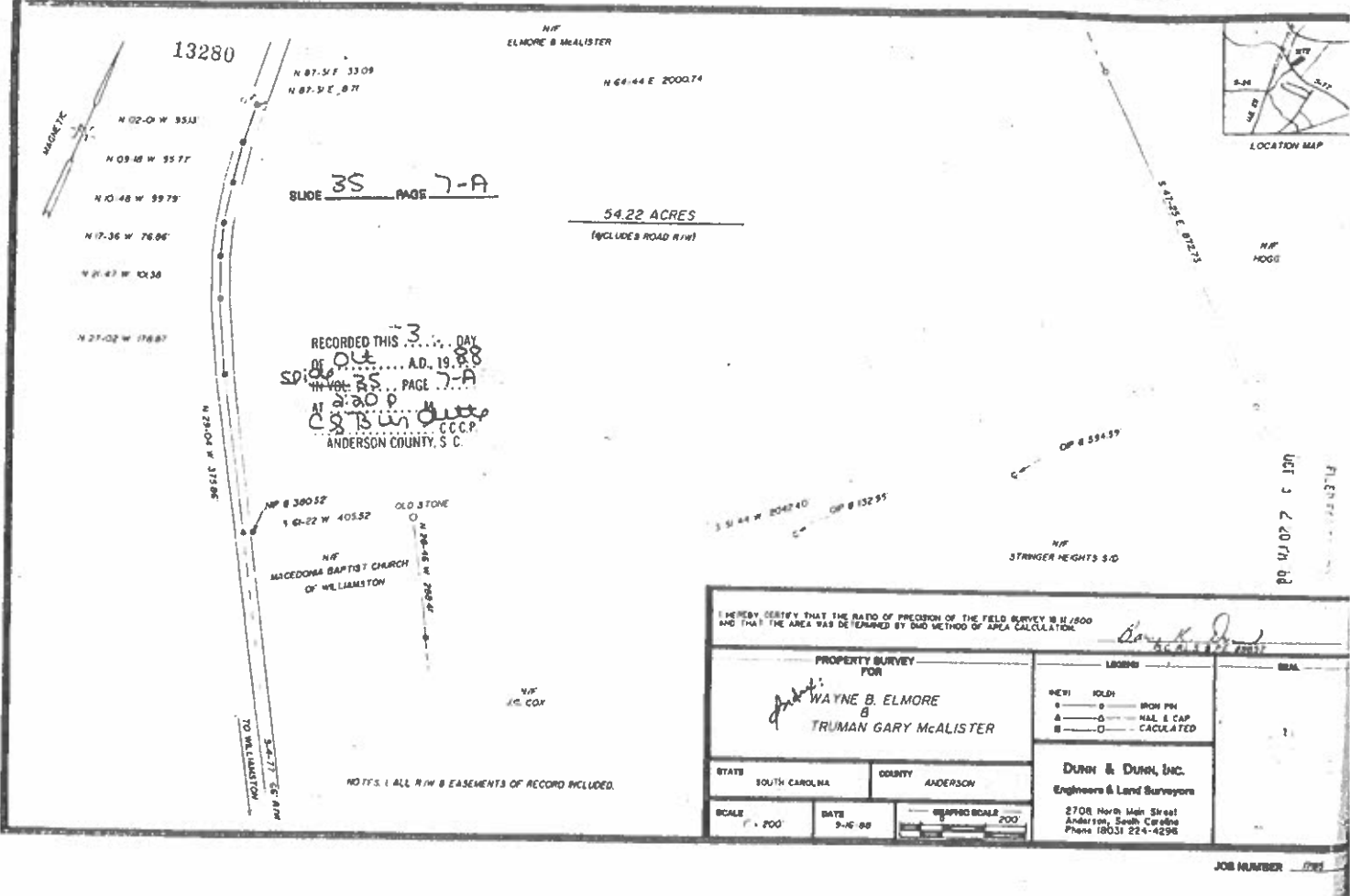
1. This site plan is a preliminary plan.
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9. All bearings and distances are as shown on plan sheet.
10. All bearings and distances are as shown on plan sheet.

C.E. PROPERTY SOLUTIONS, LLC
 SURVEYING, ENGINEERING & PLANNING
 1000 W. BROADWAY, SUITE 1000
 ANDERSON, SOUTH CAROLINA 29625
 PHONE: 803.722.1882

BEAVERDAM COMMERCIAL PARK
 SOUTH CAROLINA
 ANDERSON COUNTY
 PRELIMINARY PLAN

DATE: 05/11/2012
 TIME: 10:00 AM
 DRAWN BY: J. SMITH
 CHECKED BY: J. SMITH
 APPROVED BY: J. SMITH

MP



SLIDE 3S PAGE 7-A

54.22 ACRES
(INCLUDES ROAD R/W)

RECORDED THIS 3rd DAY
 OF Oct A.D. 19 88
 IN VOL. 35 PAGE 7-A
 AT 2:00 P.
 C. S. W. DUTT
 C.C.C.P.
 ANDERSON COUNTY, S. C.

NP # 30052
 S 61-22 W 405.52
 OLD STONE
 N 28-46 W 208.4
 N 6 MACEDONIA BAPTIST CHURCH
 OF WILLIAMSTON

NP STRINGER HEIGHTS S/D

I HEREBY CERTIFY THAT THE RATIO OF PRECISION OF THE FIELD SURVEY IS 1/500 AND THAT THE AREA WAS DETERMINED BY DED METHOD OF AREA CALCULATION.

PROPERTY SURVEY FOR
 WAYNE B. ELMORE
 TRUMAN GARY McALISTER

STATE SOUTH CAROLNA COUNTY ANDERSON

SCALE 1" = 200' DATE 9-16-88 MAPING SCALE 200'

Dunn & Dunn, Inc.
 Engineers & Land Surveyors
 2708 North Main Street
 Anderson, South Carolina
 Phone 18031 224-4298

LEGEND
 NEW
 OLD
 IRON PIN
 NAIL & CAP
 CALCULATED

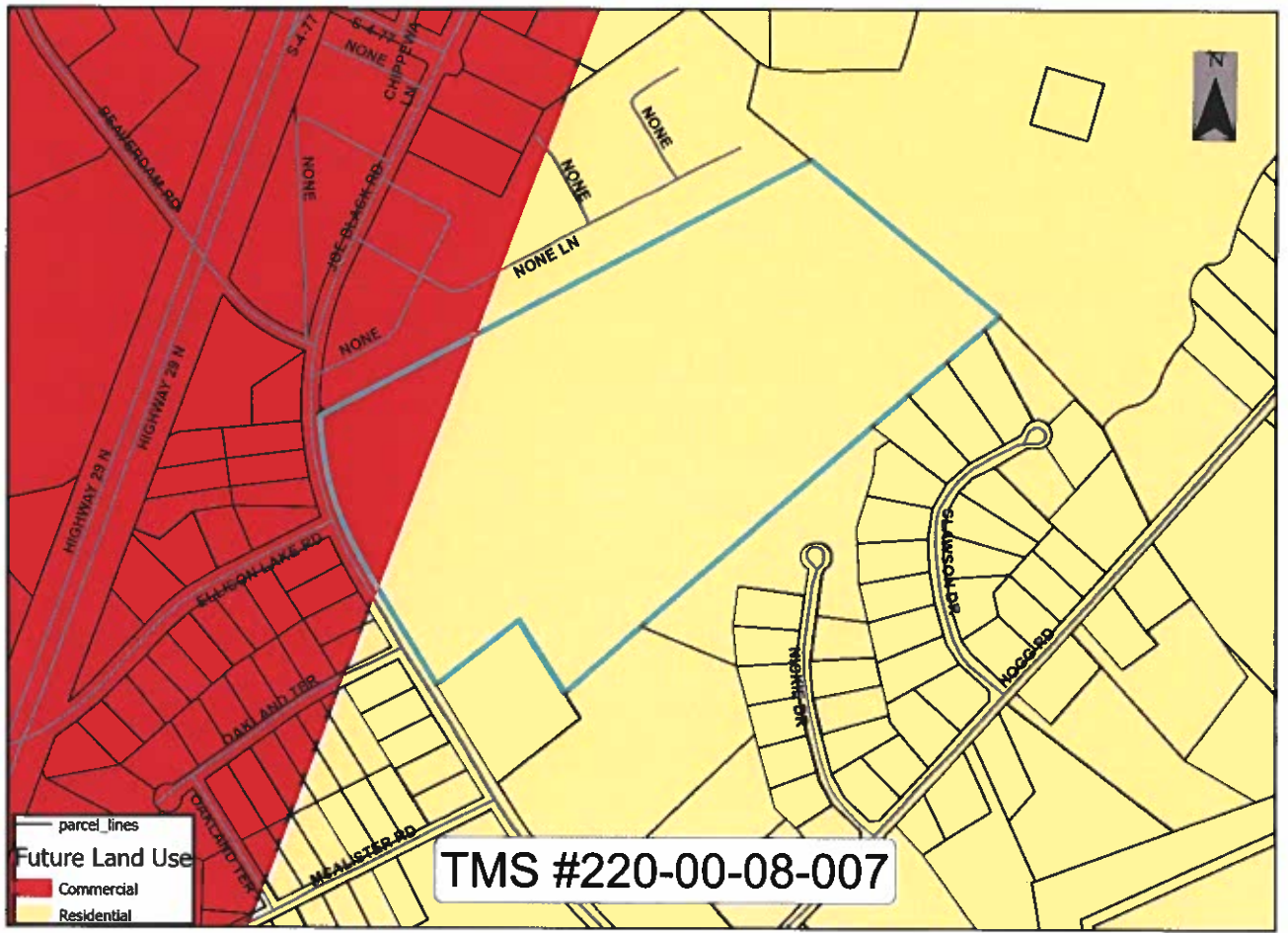
NOTES: 1. ALL R/W & EASEMENTS OF RECORD INCLUDED.

FILED 1988 OCT 3 2 20 PM 88

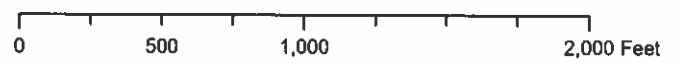
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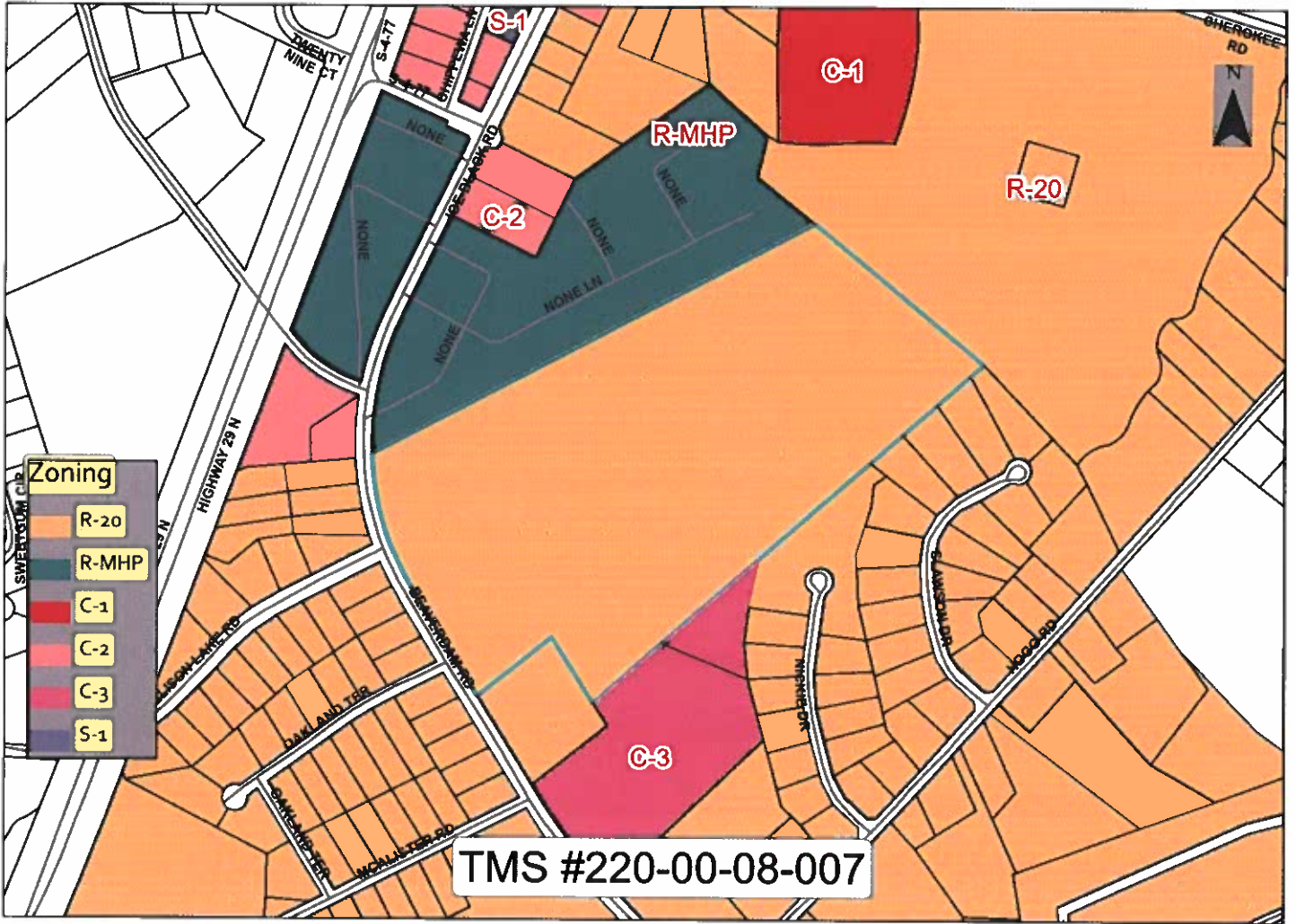


0 500 1,000 2,000 Feet



TMS #220-00-08-007





TMS #220-00-08-007

0 500 1,000 2,000 Feet



Planning Commission

September 13, 2022

Date of Planning Commission Meeting

Land Use Rezoning

Subdivision Variance

Project Information

Name of Applicant/Project: Garnett Land Development

Property Location: Beaverdam Rd.

County Council District: 7 School District: 1

Total Acreage: +/- 16.3 of 54.22 acres total Number of Lots: 6

Current Zoning: R-20 Requested Zoning: C-3

Purpose: To create a Commercial Park

Recommendation/ Decision Rendered

Approval Denial Vote 7 to 0

- | | |
|--|---|
| Compatibility with Future Land Use Map | <input checked="" type="checkbox"/> The recommendations of staff |
| Compatibility with Traffic Levels | <input checked="" type="checkbox"/> Compatibility with Surrounding Properties |
| Compatibility with Density Levels | Use and Value of Surrounding Properties |
| Concerns for public, health, safety, convenience, prosperity & general welfare | Concerns for the balance of the interest of sub dividers, homeowners and public |
| Concerns for the effects of the proposed development on the local tax base | The ability of existing or planned infrastructure and transportation system to serve the proposed development |

Other (please elaborate): _____

Planning Commission Chairman: [Signature] Date: 9/13/22

Anderson County Planning & Development
401 East River Street
Anderson, South Carolina 29624 | Phone: (864) 260-4720

ORDINANCE NO. 2022-048

AN ORDINANCE AUTHORIZING AN INFRASTRUCTURE FINANCING AGREEMENT ON BEHALF OF TETRAMER TECHNOLOGIES LLC AND HOOBASTANK INDUSTRIES LLC, FOR A NEW PROJECT (TETRAMER 2) TO BE LOCATED IN AN ALREADY EXISTING JOINTLY OWNED AND OPERATED INDUSTRIAL/BUSINESS PARK IN CONJUNCTION WITH GREENVILLE COUNTY (TETRAMER MCIP), AND OTHER MATTERS RELATED THERETO. **(TITLE ONLY)**

ORDINANCE NO. 2022-049

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 COVE WITH RESPECT TO CERTAIN ECONOMIC DEVELOPMENT PROPERTY IN THE COUNTY, WHEREBY SUCH PROPERTY WILL BE SUBJECT TO CERTAIN PAYMENTS IN LIEU OF TAXES, INCLUDING THE PROVISION OF CERTAIN SPECIAL SOURCE CREDITS; AND OTHER MATTERS RELATED THERETO.

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

WHEREAS, pursuant to the FILOT Act, and in order to induce investment in the County, the County did previously enter into an Inducement Agreement dated _____, 2022 (the “*Inducement Agreement*”) with _____, a _____ (the “*Company*”) (which was known to the County at the time as “*Project Cove*”), 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 facility in the County for lodging and recreation (collectively, the “*Project*”); and

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 2. The form, terms and provisions of the Fee Agreement presented to this meeting are hereby approved and all of the terms and provisions thereof are hereby incorporated herein by reference as if the Fee Agreement was set out in this Ordinance in its entirety. The Chairman of County Council and/or the County Administrator are hereby authorized, empowered and directed to execute, acknowledge and deliver the Fee Agreement in the name of and on behalf of the County, and the Clerk to County Council is hereby authorized and directed to attest the same, and thereupon to cause the Fee Agreement to be delivered to the Company and cause a copy of the same to be delivered to the Anderson County Auditor, Assessor and Treasurer. The Fee Agreement is to be in substantially the form now before this meeting and hereby approved, or with such minor changes therein as shall be approved by the 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 _____, 20__.

ENACTED in meeting duly assembled this __ day of _____, 2022.

ANDERSON COUNTY, SOUTH CAROLINA

Tommy Dunn, Chairman
Anderson County Council

Attest:

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

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

Approved as to form:

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

First Reading: October 4, 2022
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 _____, 2022, _____, 2022, and _____, 2022, at which meetings a quorum of members of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council.

Renee Watts, Clerk to Council
Anderson County, South Carolina

Dated: _____, 2022

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

Between

ANDERSON COUNTY, SOUTH CAROLINA

and

PROJECT COVE

Dated as of _____, 2022

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**SUMMARY OF CONTENTS OF
FEE IN LIEU OF TAX AGREEMENT**

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

Company Name:	[To come.]	Project Name:	Project Cove
Projected Investment:	\$5,926,570	Projected Jobs:	N/A
Location (street):	[To come.]	Tax Map No.:	[To come.]
1. FILOT			
Required Investment:	\$5,000,000		
Investment Period:	5 years	Ordinance No./Date:	[To come.]
Assessment Ratio:	6%	Term (years):	30 years
Fixed Millage:	.32527	Net Present Value (if yes, discount rate):	N/A
Clawback information:	See Section 4.03		
2. MCIP			
Included in an MCIP:	Yes		
If yes, Name & Date:	Agreement for the Development of a Joint County Industrial and Business Park (2010 Park) dated as of December 1, 2010 by and between Anderson County and Greenville County ¹		
3. SSRC			
Total Amount:	See Section 4.02		
No. of Years	10 years		
Yearly Increments:	85% for years 1-5; 35% for years 6-10		
Clawback information:	See Section 4.02		
4. Other information			

¹ County to confirm.

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 _____, 2022 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 COVE**, 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 4-1-170 and 12-44-70 of the Code authorize the County to provide special source revenue credit (“*Special Source Revenue Credit*”) financing secured by and payable solely from revenues of the County derived from payments in lieu of taxes for the purposes set forth in Section 4-29-68 of the Code, namely: the defraying of the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County and for improved and unimproved real estate, and personal property, including but not limited to machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise in order to enhance the economic development of the County (collectively, “*Infrastructure*”).

3. The Company (as a Sponsor, within the meaning of the FILOT Act) desires to provide for the acquisition and construction of the Project (as defined herein) to constitute a facility in the County for lodging and recreation.

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 _____, 2022, 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 Cove, a _____, and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Company.

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

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

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

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

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

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

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

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

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

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

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

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

“Economic Development Property” shall mean those items of real and tangible personal property of the Project which are eligible for inclusion as economic development property under the FILOT Act and this Fee Agreement, and selected and identified by the Company or any Sponsor Affiliate in its annual filing of a SCDOR PT-300T 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 beginning January 1 of the sixth (6th) year after the first year in which any portion of the Project is first placed in service, and ending on December 31 of the tenth (10th) year after such first year in which any portion of the Project is first placed in service.

“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.

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

“Investment Period” shall mean the Initial Investment Period plus, if applicable pursuant to Section 3.01(a) hereof, the Extended Investment Period.

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

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

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

“MCIP Agreement” shall mean the Agreement for the Development of a Joint County Industrial and Business Park (2010 Park) dated as of December 1, 2010,² as the same may be further amended or supplemented from time to time, or such other agreement as the County may enter with respect to the Project to offer the benefits of the Special Source Revenue Credits to the Company hereunder.

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

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

² County to confirm.

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

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

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

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

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

“State” shall mean the State of South Carolina.

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

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

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

Section 1.02 Project-Related Investments

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

[End of Article I]

ARTICLE II

REPRESENTATIONS, WARRANTIES, AND AGREEMENTS

Section 2.01 Representations, Warranties, and Agreements of the County

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

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

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

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

(d) The millage rate set forth in Step 3 of Section 4.01(a) hereof is .32527 mills, which is the millage rate in effect with respect to the location of the proposed Project as of June 30, 2021, 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 lodging and recreation facility

(c) _____, and for such other purposes that the FILOT Act permits as the Company may deem appropriate.

(d) 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.

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

[End of Article II]

ARTICLE III

COMMENCEMENT AND COMPLETION OF THE PROJECT

Section 3.01 The Project

(a) The Company intends and expects, together with any Sponsor Affiliate, to (i) construct and acquire the Project and (ii) meet the Contract Minimum Investment Requirement within the Initial Investment Period. The Company anticipates that the first Phase of the Project will be placed in service during the calendar year ending December 31, 2022. The County agrees that if the Company meets the Contract Minimum Investment Requirement during the Initial Investment Period, the Company shall be entitled hereunder to the Extended Investment Period with respect to the Project. Failure by the Company to achieve the Contract Minimum Investment Requirement shall not result in an Event of Default under this Agreement.

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

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

Section 3.02 Diligent Completion

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

Section 3.03 Filings and Reports

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

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

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

[End of Article III]

ARTICLE IV

FILOT PAYMENTS

Section 4.01 FILOT Payments

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

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

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

Step 3: Use a millage rate of .32527 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 Standard 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 ten (10) consecutive years in an amount equal to eighty-five percent (85%) for years one through five (1-5) and thirty-five percent (35%) for years six through ten (6-10) of that portion of FILOT Payments payable by the Company with respect to the Project (that is, with respect to investment made by the Company in the Project during the Standard Investment Period), calculated and applied after payment of the amount due the non-host county under the MCIP Agreement.

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

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

(d) 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 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 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 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 Fee Agreement (and not replaced with qualifying replacement property),

the amount of the fee in lieu of taxes due on the personal property for the year in which the personal property was removed from the Project shall be due for the two (2) years immediately following such removal.

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

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

Section 4.03 Failure to Achieve Minimum Investment Requirement

(a) In the event the Company, together with any Sponsor Affiliates, fails to meet the Contract 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 Credits received) (such excess, a “*Deficiency Amount*”) for the period through and including the end of the Investment Period. Any amounts determined to be owing pursuant to the foregoing sentence shall be payable to the County on or before the one hundred twentieth (120th) day following the last day of the Investment Period.

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

Section 4.04 Removal of Equipment

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

Section 4.05 FILOT Payments on Replacement Property

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

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

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

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

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

[End of Article IV]

ARTICLE V

PARTICULAR COVENANTS AND AGREEMENTS

Section 5.01 Cessation of Operations

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

Section 5.02 Rights to Inspect

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

Section 5.03 Confidentiality

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

Section 5.04 Limitation of County's Liability

Anything herein to the contrary notwithstanding, any financial obligation the County may incur hereunder, including for the payment of money, shall not be deemed to constitute a pecuniary liability or

a debt or general obligation of the County (it being intended herein that any obligations of the County with respect to the Special Source Revenue Credits shall be payable only from FILOT payments received from or payable by the Company or any Sponsor Affiliates); provided, however, that nothing herein shall prevent the Company from enforcing its rights hereunder by suit for *mandamus* or specific performance.

Section 5.05 Mergers, Reorganizations and Equity Transfers

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

Section 5.06 Indemnification Covenants

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

(b) Notwithstanding the fact that it is the intention of the parties that the Indemnified Parties shall not incur pecuniary liability by reason of the terms of this Fee Agreement, or the undertakings required of the County hereunder, by reason of the granting of the FILOT, by reason of the execution of this Fee Agreement, by the reason of the performance of any act requested of it by the Company or any Sponsor Affiliate, or by reason of the County’s relationship to the Project or by the operation of the Project by the Company or any Sponsor Affiliate, including all claims, liabilities or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if the County or any of the other Indemnified Parties should incur any such pecuniary liability, then in such event the Company shall indemnify, defend and hold them harmless against all claims by or on behalf of any person, firm or corporation, arising out of the same, and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, and upon notice, the

Company shall defend them in any such action or proceeding with legal counsel acceptable to the County (the approval of which shall not be unreasonably withheld); provided, however, that such indemnity shall not apply to the extent that any such claim is attributable to (i) the grossly negligent acts or omissions or willful misconduct of the County, its agents, officers or employees, or (ii) any breach of this Fee Agreement by the County.

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

Section 5.07 Qualification in State

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

Section 5.08 No Liability of County's Personnel

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

Section 5.09 Assignment, Leases or Transfers

The County agrees that the Company and any Sponsor Affiliates may at any time (a) transfer all or any of their rights and interests under this Fee Agreement or with respect to all or any part of the Project, or (b) enter into any lending, financing, leasing, security, or similar arrangement or succession of such arrangements with any financing or other entity with respect to this Fee Agreement or all or any part of the Project, including without limitation any sale-leaseback, equipment lease, build-to-suit lease, synthetic lease, nordic lease, defeased tax benefit or transfer lease, assignment, sublease or similar arrangement or succession of such arrangements, regardless of the identity of the income tax owner of such portion of the Project, whereby the transferee in any such arrangement leases the portion of the Project in question to the Company or any Sponsor Affiliate or operates such assets for the Company or any Sponsor Affiliate or is leasing the portion of the Project in question from the Company or any Sponsor Affiliate. In order to preserve the FILOT benefit afforded hereunder with respect to any portion of the Project so transferred, leased, financed, or otherwise affected: (i) except in connection with any transfer to an Affiliate of the Company or of any Sponsor Affiliate, or transfers, leases, or financing arrangements pursuant to clause (b) above (as to which such transfers the County hereby consents), the Company and any Sponsor Affiliates, as applicable, shall obtain the prior consent or subsequent ratification of the County which consent or subsequent ratification may be granted by the County in its sole discretion; (ii) except when a financing entity which is the income tax owner of all or part of the Project is the transferee pursuant to clause (b) above and such financing entity assumes in writing the obligations of the Company or any Sponsor Affiliate, as the case may be, hereunder, or when the County consents in writing, no such transfer shall affect or reduce any of the obligations of the Company and any

Sponsor Affiliates hereunder; (iii) to the extent the transferee or financing entity shall become obligated to make FILOT Payments hereunder, the transferee shall assume the then current basis of, as the case may be, the Company or any Sponsor Affiliates (or prior transferee) in the portion of the Project transferred; (iv) the Company or applicable Sponsor Affiliate, transferee or financing entity shall, within sixty (60) days thereof, furnish or cause to be furnished to the County and the Department a true and complete copy of any such transfer agreement; and (v) the Company, the Sponsor Affiliates and the transferee shall comply with all other requirements of the Transfer Provisions.

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

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

Section 5.10 Administration Expenses

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

Section 5.11 Priority Lien Status

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

Section 5.12 Interest; Penalties

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

Section 5.13 Sponsor Affiliates

The Company may designate from time to time any Sponsor Affiliates pursuant to the provisions of Sections 12-44-30(20) and 12-44-130 of the FILOT Act, which Sponsor Affiliates shall join with the Company and make investments with respect to the Project, or participate in the financing of such

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

[End of Article V]

ARTICLE VI

DEFAULT

Section 6.01 Events of Default

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

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

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

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

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

Section 6.02 Remedies Upon Default

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

(i) terminate this Fee Agreement; or

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

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

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

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

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

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

Section 6.03 Reimbursement of Legal Fees and Expenses and Other Expenses

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

Section 6.04 No Waiver

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

[End of Article VI]

ARTICLE VII
MISCELLANEOUS

Section 7.01 Notices

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

If to the Company:

Attn: _____

With a copy to:

Haynsworth Sinkler Boyd, P.A.
Attn: J. Philip Land, Jr. (pland@hsblawfirm.com)
One North Main Street
2nd Floor
Greenville, South Carolina 29601

If to the County:

Anderson County
Attn: County Administrator
101 S. Main Street
Anderson, South Carolina 29624

With a copy to:

Anderson County Attorney
101 S. Main Street
Anderson, South Carolina 29624

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, and the Company and any Sponsor Affiliates do not realize the economic benefit they are intended to receive from the County under this Fee Agreement, the County shall provide the Company and any Sponsor Affiliates additional Special Source Revenue Credits to the maximum extent permitted by law, in an amount sufficient to ensure the same net financial benefit is afforded to the Project as is to be provided hereunder. Further, the remaining provisions hereof shall be unimpaired, and such illegal, invalid, or unenforceable provision shall be reformed to effectuate most closely the legal, valid, and enforceable intent thereof and so as to afford the Company and any Sponsor Affiliates with the maximum benefits to be derived herefrom, it being the intention of the County to offer the Company and any Sponsor Affiliates the strongest inducement possible, within the provisions of the FILOT Act, to locate the Project in the County. In case a change in the FILOT Act or South Carolina laws eliminates or reduces any of the restrictions or limitations applicable to the Company and any Sponsor Affiliates and the FILOT incentive, the parties agree that the County will give expedient and full consideration to reformation of this Fee Agreement, and, if the County Council so decides, to provide the Company and any Sponsor Affiliates with the benefits of such change in the FILOT Act or South Carolina laws.

Section 7.09 Termination by Company

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

Section 7.10 Entire Understanding

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

Section 7.11 Waiver

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

Section 7.12 Business Day

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

[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 Chairman 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

By: _____
Tommy Dunn, Chairman
Anderson County Council

Attest:

By: _____
Lacey A. Croegaert, Clerk to Council
Anderson County, South Carolina

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

PROJECT COVE

By: _____
Its: _____

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

EXHIBIT A

DESCRIPTION OF LAND

[To come.]

EXHIBIT B

INVESTMENT CERTIFICATION

I _____, the _____ of _____ (the "**Company**"), do hereby certify in connection with Section 4.03 of the Fee in Lieu of Tax and Special Source Credit Agreement dated as of _____, 20__ between Anderson County, South Carolina and the Company (the "**Agreement**"), as follows:

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

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

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

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

Name: _____
Its: _____

EXHIBIT C

INFRASTRUCTURE INVESTMENT CERTIFICATION

I _____, the _____ of _____ (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 _____, 20__ 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 \$ _____.

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. 2022-050

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

WHEREAS, pursuant to Ordinance No. 2010-026 enacted by Anderson County Council on November 16, 2010 and Ordinance No. 4391 enacted November 2, 2010 by Greenville County Council, Anderson and Greenville Counties entered into an Agreement for the Development of a Joint County Industrial and Business Park (2010 Park) dated as of December 1, 2010 (the "Agreement"); and

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

WHEREAS, in connection with certain incentives being offered by Anderson County to Project Cove, it is now desired that the boundaries of the Park be enlarged to include certain parcels in Anderson County;

NOW, THEREFORE, be it ordained by Anderson County Council that:

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

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.

ATTEST:

FOR ANDERSON COUNTY:

Rusty Burns
Anderson County Administrator

Tommy Dunn, Chairman

Renee Watts
Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
County Attorney

1st Reading: _____

2nd Reading: _____

3rd Reading: _____

Public Hearing: _____

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

Anderson County TMS Numbers:

[To come.]

STATE OF SOUTH CAROLINA)
)
COUNTY OF ANDERSON)

I, the undersigned Clerk to County Council of Anderson County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of an ordinance which was given reading, and received majority approval, by the County Council at meetings of _____, 2022, _____, 2022 and _____, 2022, at which meetings a quorum of members of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council.

Clerk, Anderson County Council

Dated: _____, 2022

RESOLUTION NO. 2022-057

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

WHEREAS, Anderson County, South Carolina (the “*County*”), acting by and through its County Council (the “*County Council*”), is authorized and empowered, under and pursuant to the provisions of Title 12, Chapter 44 (the “*FILOT Act*”), Title 4, Chapter 1 (the “*Multi-County Park Act*”), Code of Laws of South Carolina 1976, as amended (the “*Code*”), to enter into agreements with industry, to offer certain privileges, benefits and incentives as inducements for economic development within the County; to acquire, or cause to be acquired, properties as may be defined as “projects” in the Act and to enter agreements with the business or industry to facilitate the construction, operation, maintenance and improvement of such projects; to enter into or allow financing agreements with respect to such projects; and to accept any grants for such projects through which powers the industrial and business development of the State will be promoted, whereby the industry would pay fees-in-lieu-of taxes with respect to qualified 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 Cove (the “*Company*”) has requested that the County assist in the acquisition, construction and installation of land, buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute a lodging and recreation facility in the County (collectively, the “*Project*”), which will result in expected investment by the Company in the Project of approximately \$5,000,000 in non-exempt investment by December 31 of the fifth year after the first year which any portion of the Project is first placed in service; and

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

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

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

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

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

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

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

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

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

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

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

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

DONE in meeting duly assembled this 4th day of October 2022.

ANDERSON COUNTY, SOUTH CAROLINA

By: _____
Tommy Dunn, Chairman
Anderson County Council

Attest:

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

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

Approved as to form:

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

INDUCEMENT AGREEMENT

THIS INDUCEMENT AGREEMENT (this "*Agreement*") made and entered into as of _____, ____ 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 COVE, a _____ (the "*Company*").

WITNESSETH:

ARTICLE I RECITATION OF FACTS

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

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

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

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

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

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

ARTICLE II UNDERTAKINGS ON THE PART OF THE COUNTY

The County agrees as follows:

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

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

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

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

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

(c) The Fee Agreement shall contain a provision requiring the Company to make payments in lieu of taxes to the County for a period of thirty (30) years after each year of the capital investment made under the Fee Agreement during the Investment Period. The amounts of such payments shall be determined by using (i) an assessment ratio of 6%; (ii) a fixed millage rate of 325.27 mills (that is, the cumulative millage rate in effect at the site of the Project for all taxing entities as of June 30, 2021); 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.

(e) In the event, the Investment Target has been met within the Investment Period, the Investment Period shall be extended an additional five (5) years.

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

Section 2.5. Pursuant to Section 4-1-175 of the Multi-County Park Act, the County, subject to the limits set forth herein, including Sections 2.7 and 4.2 hereof and pursuant to the Fee Agreement, will provide a special source credit against payments in lieu of taxes by the Company pursuant to the Park Agreement or the Fee Agreement, as the case may be, to reimburse the Company in respect of its investment in Infrastructure pertaining to the Project. In these respects, the Company shall be entitled to claim an annual special source credit equal to eighty-five percent (85%) for years one through five (1-5) and thirty-five percent (35%) for years six through ten (6-10) 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 ten (10) consecutive years.

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

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

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

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

Section 2.8. Should the Company fail to collectively invest at least \$5,000,000 in connection with the Project, by the end of the Investment Period, the Company shall be liable for the difference between the amount of payments in lieu of taxes actually paid pursuant to the Fee Agreement (taking into account all infrastructure credits actually received) and the amount of *ad valorem* taxes which would have been due

and payable with respect to the Project had the Fee Agreement not been entered into, with 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 Investment Period.

ARTICLE III UNDERTAKINGS ON THE PART OF THE COMPANY

Section 3.1. Except with respect to the Fee Agreement, the County will have no obligation to assist the Company in finding any source of financing for all or any portion of the property constituting the Project and the Company may endeavor to finance the Project to the extent required to finance the cost of the acquisition and installation of the Project.

Section 3.2. If the Project proceeds as contemplated:

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

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

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

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

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

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

**ARTICLE IV
GENERAL PROVISIONS**

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

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

Section 4.2. All commitments of the County and the Company hereunder are subject to the condition that the County and the Company agree on mutually acceptable terms and conditions of all documents, the execution and delivery of which are contemplated by the provisions hereof, and the adoption by the County Council of an ordinance authorizing the execution and delivery of such documents and approving the terms thereof. If the parties enter into the Fee in Lieu of Tax and Special Source Credit 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 agreement.

Section 4.3. If for any reason this Agreement (as opposed to the Fee in Lieu of Tax and Special Source Credit Agreement, which is contemplated to be negotiated, signed and delivered subsequent to the execution and delivery of this Agreement) is not executed and delivered by the Company on or before December 31, 2023, 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 Company.

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

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

ANDERSON COUNTY, SOUTH CAROLINA

Tommy Dunn, Chairman
Anderson County Council

Attest:

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

[SIGNATURE PAGE 1 OF INDUCEMENT AGREEMENT]

PROJECT COVE

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE 2 OF INDUCEMENT AGREEMENT]

STATE OF SOUTH CAROLINA

COUNTY OF ANDERSON

I, the undersigned Clerk of the County Council of Anderson County, South Carolina, do hereby certify that the foregoing is a true, correct and verbatim copy of resolution duly adopted at a meeting of said County Council held on October 4, 2022, at which meeting a quorum was at all times present.

WITNESS MY HAND this 4th day of October, 2022.

Renee Watts, Clerk to Council
Anderson County, South Carolina

Anderson County Purchasing Department Bid Tabulation

BID #23-008 WASTE TIRE RECYCLING

	Vendor	BID / ALT. BID
1	LIBERTY TIRE	RESPONDED
2	ARGOS-US	NO RESPONSE
3	CASINGS INC.	NO RESPONSE
4	CEMEX	NO RESPONSE
5	EMANUEL TIRE	NO RESPONSE
6	JUNK AWAY	NO RESPONSE
7	NEW RIVER TIRE	NO RESPONSE
8	AMERESCO	NO RESPONSE
9		
10		
11		
12		
13		
14	AWARD TO: Liberty Tire	<i>Raymond D. Lewis</i> Anderson County Solid Waste Director



MEMORANDUM

Solid Waste Department

DATE: September 21, 2022
TO: Robert Carroll, Purchasing Director
FROM: Greg Smith, Solid Waste Director
CC: Holt Hopkins, Deputy Administrator
Rita Davis, Finance Director
SUBJECT: Waste Tire Recycling Bid

The Anderson County Purchasing Department placed a bid out for our Waste Tires that are collected at the Anderson Regional MRF from residents and some local businesses. The bid number is #23-008. The bid was issued on August 18, 2022. The bid was sent out to all approved DHEC waste tire recyclers.

Anderson County's current waste tire recycling contract with Liberty Tire Recycling will be ending on October 2, 2022. Bids were received on September 8, 2022.

Liberty Tire Recycling was the only company to bid on taking Anderson County's Waste Tires. The cost of recycling will be (passenger, light truck & large truck tires) \$165.00 a ton, (ex-large highway tires) \$165.00 a ton + \$0.05 lbs. and (off road tires) \$165.00 a ton + 0.18 per lbs. The freight cost per load will be \$375.00. There is an environmental fee of \$25.00 per load. A fuel sur-charge will be added depending on the price per gallon which is adjusted by mileage. Increase in pricing will be based on Consumer Price Index adjustment which will be calculated in March of each year and will be applied to the contract price each year on July 1.

The Solid Waste Department would like to respectfully request to Anderson County Council that we award the waste tire recycling contract to Liberty Tire Recycling, LLC/dba: Ridge Recyclers. The revenue to pay for the recycling of our waste tires will come from DHEC Grants and the \$2:00 recycling fee from Anderson County tire businesses that are received by DHEC. We appreciate Anderson County Council's consideration in this matter.

Tommy Dunn
Chairman, District 5

John B. Wright Jr
Council District 1

Ray Graham
Council District 3

Cindy Wilson
Council District 7

ANDERSON COUNTY
SOUTH CAROLINA

Brett Sanders
V. Chairman, District 4

Glenn Davis
Council District 2

Jimmy Davis
Council District 6

Renee D. Watts
Clerk to Council

Rusty Burns | County Administrator
rburns@andersoncountysc.org

Liberty
TIRE RECYCLING



600 River Ave, 3rd Floor • Pittsburgh, PA 15212
Phone: 412.926.1500 • Fax: 412.697.2410

PRICING PAGE

Disposal Cost:

- Mixed Load Tires (passenger, light truck & large truck) \$165.00 per ton (10 ton minimum)
- Super Singles (ex-large highway truck) \$165.00 per ton + \$0.05 per lbs.
- Off The Road Tires (OTR'S) \$165.00 per ton + \$0.18 per lbs.

Freight Cost:

- Freight \$375.00 per load
- Drop & Hook sur-charge See Attachment

Environmental Fee

\$25.00 per load

CPI:

A Consumer Price Index adjustment will be calculated in March of each year and will be applied to the contract price each year on the July 1.

Liberty
TIRE RECYCLING



600 River Ave, 3rd Floor • Pittsburgh, PA 15212
Phone: 412.926.1500 • Fax: 412.697.2410

Fuel Sur Charge Calculation

Fuel Sur-charge is calculated on a base price of fuel being in the range of \$2.50 to \$2.74 per gallon. Total round trip 150 miles for this transaction are multiplied times the incremental adjustment shown with that average price per gallon. Average price increments with corresponding Sur-charge are listed below. The price of diesel fuel for the purposes of this agreement shall be the diesel price for the East Coast, as obtained from the Diesel Fuel Hotline (202) 586-6966.

Price per Gallon	Price Adjustment per mile
\$2.50 - \$2.74	+0.30
\$2.75 - \$2.99	+0.35
\$3.00 - \$3.24	+0.40
\$3.25 - \$3.49	+0.45
\$3.50 - \$3.74	+0.50
\$3.75 - \$3.99	+0.55
\$4.00 - \$4.24	+0.60
\$4.25 - \$4.49	+0.65
\$4.50 - \$4.74	+0.70
\$4.75 - \$4.99	+0.75
\$5.00 - \$5.24	+0.80

Formula follows with the price of fuel

Anderson County Purchasing Department Bid Tabulation

BID #23-009 ARTICULATING HAULER

	Vendor	addend. & bond	BID / ALT. BID
1	BLANCHARD		\$537,869.21
2	LINDER		\$504,212.89
3	ASCENDUM		\$481,626.77
4	NATIONAL EQUIPMENT DEALERS		NO RESPONSE
5	OLD STONE TRACTOR		NO RESPONSE
6	LANDOLL		NO RESPONSE
7	HILLS MACHINERY		NO RESPONSE
8	NOVA TECHNOLOGIES GROUP		NO RESPONSE
9			
10			
11			
12			
13			
14	AWARD TO: Ascendum		<i>J</i> 9-16-22

EXHIBIT B

BID FORM

Name of Party submitting the Bid: Ascendum Machinery, Inc.

To: Purchasing Manager for Anderson County

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

Bid: ARTICULATED HAULER (32 TON CAPACITY)
(Caterpillar, Volvo or Bell)

Bid No: 23-009

Total Bid Price described in the Specifications (see below):

<u>Qty</u>	<u>U/M</u>	<u>Product Description</u>	<u>Total Cost</u>
1	Each	Articulated Hauler :per specifications	<u>450,118.48</u>
		Tax/Fee 7%	<u>31,508.29</u>
		Delivery Cost	<u>included</u>
		TOTAL	<u>481,626.77</u>

Anderson County Purchasing Department Bid Tabulation

BID #23-010 ASBESTOS ABATEMENT

	Vendor	addend. & bond	BID / ALT. BID
1	CIDS		\$74,500.00
2	RHINO DEMOLITION		\$95,430.00
3	EASTERN ENVIRONMENTAL		\$112,500.00
4	WILMA'S PUMP AND TANK		\$137,600.00
5	PHILLIPS RECOVERIES		NO RESPONSE
6	ALLOY GROUP		NO RESPONSE
7	NEO		NO RESPONSE
8	CCI-ENV		NO RESPONSE
9	EMERALD INC		NO RESPONSE
10	CHEMBION		NO RESPONSE
11	ENVIRONMENTAL SERVICES		NO RESPONSE
12	HAN CONSTRUCTION		NO RESPONSE
13	TKO DEMOLITION		NO RESPONSE
14	PINTAIL OFS		NO RESPONSE

	Vendor	addend. & bond	BID / ALT. BID
15	CDS		NO RESPONSE
16	MILLERS CONSTRUCTION		NO RESPONSE
17	EHG LLC		NO RESPONSE
18	TARGET CONTRACTORS		NO RESPONSE
19	3 C'S		NO RESPONSE
20	T G TRUCKING		NO RESPONSE
21	CHARLES DEMOLITION AND CONSTRUCTION		NO RESPONSE
22	4 SEASONS		NO RESPONSE
23			
24			
25			
26			
27			
28			
	AWARD TO:		CISS

**SECTION III: Addendum A
Base Bid Form**

ASBESTOS ABATEMENT OF THE NEW JAIL ORTHO 2 PROJECT

Name of Party submitting the Bid: R. Barry Tucker, GM

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: **ASBESTOS ABATEMENT OF THE NEW JAIL ORTHO 2 PROJECT**

Bid No.: **23-010**

Qty.	U/M	Description	Price
1	L/S	Asbestos Abatement of the NEW JAIL ORTHO 2 PROJECT : per specifications	\$ <u>74,500.00</u> SEVENTY FOUR THOUSAND FIVE HUNDRED

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into this ____ day of _____, 2022 by and between Anderson County, South Carolina, Starr-Iva Water and Sewer District, and Lollis Metals, Inc. collectively referred to as the “Parties.”

WHEREAS, Lollis Metals, Inc. (“Lollis Metals”) is in the process of an expansion of its business and Anderson County, South Carolina (“Anderson County”) has approved an economic development incentive package related to the expansion;

WHEREAS, the Lollis Metals expansion requires the location of a fire hydrant near the expansion in order to provide satisfactory fire protection;

WHEREAS, the Lollis Metals facility lies within the geographic boundary of the Starr-Iva Water and Sewer District (“Starr-Iva District”);

WHEREAS, the most economical project for placement of a hydrant near Lollis Metals is to tap onto the Homeland Park Water and Sewer District water system; and

WHEREAS, the Starr-Iva District has negotiated an agreement with Homeland Park Water and Sewer District for providing a waterline to Lollis Metals.

NOW, THEREFORE, the parties agree as follows:

1. The Starr-Iva District will provide engineering and construction services and project management services to tap into the Homeland Water and Sewer District water system at or near Keys & Ellen Street to provide a 6-inch water main to the Lollis Metals site a distance of approximately 2,400 feet.
2. The project is estimated to cost \$215,232.50. The parties agree to share the cost of the project as follows:
 - a. Anderson County and Lollis Metals will provide at least \$161,424.23 toward the project cost with 80% of this amount to be provided by Anderson County and 20% to be provided by Lollis Metals.
 - b. The remainder of the project cost will be provided by the Starr-Iva District.
3. The parties will establish a schedule of meetings to communicate concerning the progress of the project.
4. This MOU constitutes the entire agreement between the parties and there are no collateral contracts or agreements between the Parties related to the subject matter of this MOU.

5. This MOU may be amended or modified only by written agreement signed by the Parties.

6. The rights and objectives under this MOU are not assignable by the individual Parties.

7. This MOU will terminate upon completion of the project and placing the waterline in service as described herein.

8. This MOU shall be governed by and construed under the laws of the State of South Carolina, without regard to conflicts of laws principles.

9. In the event a dispute arises under this MOU, the Parties shall engage in non-binding mediation before any party files a lawsuit. Any suit must be filed in the Circuit Court for Anderson County as non-jury matter, and the Parties hereby WAIVE THEIR RIGHT TO A JURY TRIAL.

10. In the event that any term or provision of this MOU shall be declared invalid or unenforceable by a Court of Competent jurisdiction, the remainder of this MOU shall be considered severable and shall remain binding and enforceable.

11. The Parties to this MOU hereby certify that they have authority to enter into this MOU.

ENTERED into on the date written hereinabove.

Anderson County, South Carolina

BY: _____

Its: _____

Printed Name: _____

Starr-Iva Water and Sewer District

BY: _____

Its: _____

Printed Name: _____

Lollis Metals, Inc,

BY: _____

Its: _____

Printed Name: _____



RECREATION FUND APPROPRIATIONS APPLICATION

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:

DISTRICTS: 1,2,3,4,5,6

Mail/Email/Fax to:

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

Tommy Dunn
Chairman, District 5

Brett Sanders
V. Chairman, District 4

John B. Wright, Jr.
Council District 1

Glenn A. Davis
Council District 2

Ray Graham
Council District 3

Jimmy Davis
Council District 6

Cindy Wilson
Council District 7

Renee Watts
Clerk to Council

Rusty Burns
County Administrator

1. Name of entity requesting recreation fund appropriation: *Anderson Free Clinic*

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

*District 1: \$2,500 District 2: \$2,500 District 3: \$2,500 District 4: \$2,500
District 5: \$2,500 District 6: \$2,500*

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

Funding will be used to fund Clinic in its work to provide medical care, dental care, vision care and medications to low income, uninsured residents of Anderson County. Free Clinic patients live in all parts of Anderson County and receive care at the Fant Street location in Anderson or The Rene'e and Bob McCormick Free Clinic, a satellite clinic located in Honea Path. Costs of operating the clinic include administrative tasks such as patient intake and certifications, scheduling of patients, scheduling volunteers, purchase of medical, dental and vision care supplies. Operating costs also include those associated with maintaining an on-site pharmacy: salaries of the licensed pharmacist and pharmacy tech, medication vials, labels and the purchase of medications not available through pharmaceutical companies' Patient Assistance Programs.

A summary of Free Clinic activity for 2021 is below is attached as Attachment A.

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. See attached.

5. Contact Person: *Primary Contact*

Name: *Tammie Collins*
Title: *Executive Director*
Mailing Address: *P.O. Box 728 Anderson, SC, 29622*
Phone Number: *(864)512-7810 (w) (803)546-1031 (c)*
Email: *andersonfreeclinic@outlook.com* or *tammie.collins@anmedhealth.org*

Secondary:

Name: *Karen Mauch*
Title: *Grants Coordinator*
Mailing Address: *P.O. Box 728 Anderson, SC, 29622*
Phone Number: *419-733-6937 (c)*
Email: *andersonfreeclinic@outlook.com* or *karen.mauch@anmedhealth.org*

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

- *37% Grants: United Way and other private foundations*
- *24% Fundraisers: Walk with the Docs, Dancing for our Heroes and fall fundraising event*
- *15% Program Income: Best Chance Network, patient certification and prescription fees, medical records request income*
- *14% Donations: Memorials, Corporate Giving, annual Holiday Appeal and patient donations*

If approved, the funding requested will be combined with other funding received by the Clinic.

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

Tammie Collins
Print Name

September 15, 2022
Date



RECREATION FUND APPROPRIATIONS APPLICATION

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:

DISTRICT: 1-7

Mail/Email/Fax to:

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

Tommy Dunn
Chairman, District 5

Brett Sanders
V. Chairman, District 4

John B. Wright, Jr.
Council District 1

Glenn A. Davis
Council District 2

Ray Graham
Council District 3

Jimmy Davis
Council District 6

Cindy Wilson
Council District 7

Renee Watts
Clerk to Council

Rusty Burns
County Administrator

1. Name of entity requesting recreation fund appropriation:

HOPE Missions of the Upstate

- 2. Amount of request (If requesting funds from more than one district, annotate amount from each district): **District 1: \$1,500; District 2: \$1,500; District 3: \$500; District 4: \$500, District 5: \$1,500, District 6: \$500, District 7: \$500. HOPE Missions primarily serves people from Districts 1, 2, & 5, but we offer services to anyone from Anderson County beyond meals.**
- 3. The purpose for which the funds are being requested: **Funds will be used to provide meals for an average of over 388 guests per week, clothing (underwear, socks), hygiene products, etc. During extremely hot days, HOPE Missions provides water bottles during the day at the library.**
- 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. **See attached**

5. Contact Person: **Dave Phillips**

Mailing Address: **PO Box 4326, Anderson SC 29622**

Phone Number: **864-359-2396**

Email: **dave@hopeupstate.org**

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

We are not providing matching funds. HOPE Missions continues to staff its operations with mostly volunteers and relies on generous donations from individuals and organizations.

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

DAVE R PHILLIPS

Print Name

7/13/2022

Date

RECREATION FUND APPROPRIATIONS APPLICATION

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:

DISTRICT: 1-7



ANDERSON COUNTY
SOUTH CAROLINA

Tommy Dunn
Chairman, District 5

Brett Sanders
V. Chairman, District 4

John B. Wright, Jr.
Council District 1

Glenn A. Davis
Council District 2

Ray Graham
Council District 3

Jimmy Davis
Council District 6

Cindy Wilson
Council District 7

Renee Watts
Clerk to Council

Rusty Burns
County Administrator

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

1. Name of entity requesting recreation fund appropriation:
 - Anderson Arts Center
2. Amount of request (If requesting funds from more than one district, annotate amount from each district):
 - \$2000
3. The purpose for which the funds are being requested:
 - Preservation of historical images of Anderson County to be followed up by an exhibition at the Anderson Arts Center. The images are photos taken at various events and locations throughout Anderson County over the years. The photos document the people and places of our county and showcase the many facets of our community.
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.
 - See Attached
5. Contact Person: April Cameron
Mailing Address: 110 Federal Street, Anderson, SC 29625
Phone Number: 864-221-8445
Email: aprilc@andersonarts.org
6. Statement as to whether the entity will be providing matching funds:
 - Additional funding is being pursued.

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

April Cameron

Print Name

9-15-22

Date



RECREATION FUND APPROPRIATIONS APPLICATION

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:

DISTRICT: 7

Mail/Email/Fax to:

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

Tommy Dunn
Chairman, District 5

Brett Sanders
V. Chairman, District 4

John B. Wright, Jr.
Council District 1

Glenn A. Davis
Council District 2

Ray Graham
Council District 3

Jimmy Davis
Council District 6

Cindy Wilson
Council District 7

Renee Watts
Clerk to Council

Rusty Burns
County Administrator

1. Name of entity requesting recreation fund appropriation:
Town of West Pelzer
2. Amount of request (If requesting funds from more than one district, annotate amount from each district): **\$2,500**
3. The purpose for which the funds are being requested:
Pumpkin Palooza, Parade
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:
Blake Sanders
Mailing Address:
Phone Number:
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.

Signature Print Name Date

RECREATION FUND APPROPRIATIONS
APPLICATION FORM

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:

DISTRICT: 1-7

Mail/Email/Fax to:
Anderson County Council Clerk
P. O. Box 8002
Anderson, SC 29622
kapoulin@andersoncountysc.org
Fax: 864-260-4356

1. Name of entity requesting recreation fund appropriation: United Way of Anderson Co.
2. Amount of request (If requesting funds from more than one district, annotate amount from each district): Total * 20,000
3. The purpose for which the funds are being requested: operation & Marketing of 211
This call line connects residents to 24 hours 7 day a week
network of resources available in our community. (more detail
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, attached
attaches
5. Contact Person: Carol Burdette
Mailing Address: P.O. Box 2007, Anderson SC 29670
Phone Number: 864-934-5143
6. Statement as to whether the entity will be providing matching funds: yes, this is
a partial amount expended on this program

REQUIRED DOCUMENTS MUST BE FURNISHED TO THE CLERK OF COUNCIL
CONCERNING THE MANNER IN WHICH FUNDS WERE ACTUALLY SPENT.

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.

Carol E. Burdette , Carol E. Burdette 9/16/2022
Signature Print Name Date

Request to County Council from Carol Burdette, CEO of United Way of Anderson County

\$20,000 for Operation and Marketing of 211 for July 2022- June 2023

Dial 211 to connect with a network of resources available right here in Anderson County. It helps callers, those who go to the website and now texters find assistance for food, housing, utilities, childcare, financial literacy, health care, job training, counseling and support groups, mental health and substance abuse services, senior services, volunteer opportunities, disaster services and much more.

In Anderson County in 2021 the top 6 needs according to inquiries through 211 were electric assistance, rent assistance, homeless shelters, water assistance, housing searches and food pantries. There were nearly 1000 other calls that came in for other needs. In total in Anderson last year, 211 operators fielded 2297 calls making 3,967 referrals to agencies in our community. Because of the data collected by 211 we are able to see the most pressing needs as they arise in our community on a month by month basis. The 211 Annual Report for Anderson County is attached, but we do receive these reports monthly and are happy to share them upon request.

United Way of Anderson County contracts with the United Way Association of South Carolina to provide 24 hour, 7 days a week 211 service. Our contracted cost is \$12,000 a year based on the volume of calls they answer or residents of Anderson County.

For over a decade we have been working to keep the information updated and promote the service, there are so many in our community who need assistance; but they do not know that 211 Help Line exists, therefore, I am asking that you allocate \$8,000 to help with a marketing campaign this year. United Way would use our Director of Marketing to create a social media product, billboard design and other graphics to be used in the Anderson Magazine and other publications to promote the 211 brand and service.

Please consider this request as an investment in the people you serve in Anderson County.

\$5000 for Camp iRock

Camp iRock is an innovative summer camp which helps rising 3rd graders improve their reading ability while having fun at camp, stops the summer reading "slide" and unlocks a child's ability to learn and read; thus, helping ensure that one day they will be graduating from high school college and career ready. This learning experience is more important now than ever due to losses of reading skills during the pandemic. We piloted this program the summer before covid in School District 1 and it was hugely successful according to Superintendent Robbie Binnicker and his staff.

Camp iRock is a partnership with the Anderson County School Districts 2, 4 and 5, the Anderson Area YMCA and Anderson University giving the students the opportunity to have breakfast, intensive reading instruction, snacks, lunch and afternoon physical activity including swim lessons. They will also have field trips and books to take home for reading. Your support will help to make this dream of successful students a reality.

Due to other programs in Districts 1 and 3 they are not participating this year, but we will be providing books for their students to take home and an ice cream party at their locations.

RECREATION FUND APPROPRIATIONS
APPLICATION FORM

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:


DISTRICT: 1-7

Mail/Email/Fax to:
Anderson County Council Clerk
P. O. Box 8002
Anderson, SC 29622
kapoulin@andersoncountysc.org
Fax: 864-260-4356

1. Name of entity requesting recreation fund appropriation: United Way of Anderson Co.
2. Amount of request (If requesting funds from more than one district, annotate amount from each district): Total \$5000
3. The purpose for which the funds are being requested: Camp iRock
An innovative summer camp which helps rising 3rd graders
improve their reading ability while having fun @ camp. (More detail attached)
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, attached
5. Contact Person: Carol Burdette
Mailing Address: PO Box 2067, Anderson SC 29622
Phone Number: 864-934-5143
6. Statement as to whether the entity will be providing matching funds: Yes, this is only a partial amount we expend on this program.

REQUIRED DOCUMENTS MUST BE FURNISHED TO THE CLERK OF COUNCIL CONCERNING THE MANNER IN WHICH FUNDS WERE ACTUALLY SPENT.

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

Carol E. Burdette
Print Name

9/16/2022
Date

Request to County Council from Carol Burdette, CEO of United Way of Anderson County

\$20,000 for Operation and Marketing of 211 for July 2022- June 2023

Dial 211 to connect with a network of resources available right here in Anderson County. It helps callers, those who go to the website and now texters find assistance for food, housing, utilities, childcare, financial literacy, health care, job training, counseling and support groups, mental health and substance abuse services, senior services, volunteer opportunities, disaster services and much more.

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Due to other programs in Districts 1 and 3 they are not participating this year, but we will be providing books for their students to take home and an ice cream party at their locations.



ANDERSON COUNTY
SOUTH CAROLINA

RECREATION FUND APPROPRIATIONS APPLICATION

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:

DISTRICT: 6

Mail/Email/Fax to:

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

Tommy Dunn
Chairman, District 5

Brett Sanders
V. Chairman, District 4

John B. Wright, Jr.
Council District 1

Glenn A. Davis
Council District 2

Ray Graham
Council District 3

Jimmy Davis
Council District 6

Cindy Wilson
Council District 7

Renee Watts
Clerk to Council

Rusty Burns
County Administrator

1. Name of entity requesting recreation fund appropriation:

Piedmont Public Service District

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

\$ 1500.00

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

Christmas Lights for the town

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:

Craig Lawless

Mailing Address:

PO Box 57 Piedmont SC 29623

Phone Number:

(864) 845-7401

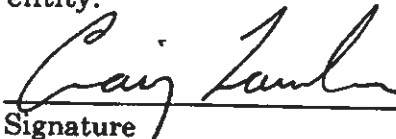
Email:

pfd216@hotmail.com

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

No 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.


Signature

Craig Lawless
Print Name

9-26-22
Date



RECREATION FUND APPROPRIATIONS APPLICATION

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:

DISTRICT: 3

Mail/Email/Fax to:

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

Tommy Dunn
Chairman, District 5

Brett Sanders
V. Chairman, District 4

John B. Wright, Jr.
Council District 1

Glenn A. Davis
Council District 2

Ray Graham
Council District 3

Jimmy Davis
Council District 6

Cindy Wilson
Council District 7

Renee Watts
Clerk to Council

Rusty Burns
County Administrator

1. Name of entity requesting recreation fund appropriation:

Town of Starr

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

\$6,000.00

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

Park Expenses

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:

Mailing Address: 7641 Hwy 81 S Starr, SC

Phone Number: 864-352-2138

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.

Signature

Print Name

Date