

Lancaster County Council Regular Meeting Agenda

Monday, November 13, 2017

County Administration Building, County Council Chambers
101 N. Main Street
Lancaster, SC 29720

1. **Call to Order Regular Meeting – Chairman Steve Harper** 6:00 p.m.
2. **Welcome and Recognition – Chairman Steve Harper**
3. **Pledge of Allegiance and Invocation – Council Member Jack Estridge**
4. **Approval of the agenda** *[deletions and additions of non-substantive matter]*
5. **Special Presentations**
 - a. Thumbs Up Award – Peggy White, Treasurer’s Office – Presented by Chairman Steve Harper
 - b. Thumbs Up Award – Donna Deese, Treasurer’s Office – Presented by Chairman Steve Harper
 - c. Recognition of Fundraising Efforts for KARE by the Andrew Jackson Homecoming Court: MaKaylen Crosby, Kinley Killough, Karli Nunnery, Carley Sims, Amber Mungo, Hannah Vincent, Kelsey Carter and Kenley Kirk – Chairman Steve Harper
 - d. Recognition of Railey Hegler – Division 2 Grand Supreme South Carolina State Fair Princess – Chairman Steve Harper
6. **Citizen Comments** *[Speakers are allowed approximately 3 minutes. If there are still people on the list who have not spoken at the end of thirty (30) minutes, Council may extend the citizen comments section or delay it until a later time in the agenda]*
7. **Consent Agenda** *[Items listed under the Consent Agenda have previously been discussed by Council and approved unanimously. As such, these items are normally voted on as a group through a single vote rather than with a Council vote for each individual item. However, any Council member may remove any item on the Consent Agenda for individual discussion and vote]*
 - a. Minutes of the October 23, 2017 regular meeting – *pgs. 6-14*
 - b. **3rd Reading of Ordinance 2017-1472 regarding Rezoning Property of Fred Brackett**
Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County So As To Rezone Property Owned By Fred Brackett, Located At 2648 Charlotte Hwy, From LDR, Low Density Residential District To GB, General Business District. – *Planning Commission recommended approval by a vote of 6-0. Passed 7-0 at the October 9, 2017 County Council Meeting. Passed 7-0 at the October 23, 2017 County Council Meeting. – Penelope Karagounis – pgs. 15-16*

- c. **3rd Reading of Ordinance 2017-1473 regarding Rezoning Property Owned By Sarah Ruth Mahaffey, Represented By Jeffery Humphries**
Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County So As To Rezone Property Owned By Sarah Ruth Mahaffey, Represented By Jeffery Humphries, Located At 3420 Heyward Hough Road, From RR, Rural Residential District To RN, Rural Neighborhood District. – *Planning Commission recommended approval by a vote of 6-0. Passed 7-0 at the October 9, 2017 County Council Meeting. Passed 7-0 at the October 23, 2017 County Council Meeting. – Penelope Karagounis – pgs. 17-18*
- d. **3rd Reading of Ordinance 2017-1474 regarding Rezoning Property of Stephen W. Moore**
Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County So As To Rezone Property Owned By Stephen W. Moore, Located At 828 Westwind Lane, From MDR, Medium Density Residential District To MH, Manufactured Home District. – *Planning Commission recommended approval by a vote of 4-2. Passed 7-0 at the October 9, 2017 County Council Meeting. Passed 7-0 at the October 23, 2017 County Council Meeting. – Penelope Karagounis – pgs. 19-20*
- e. **3rd Reading of Ordinance 2017-1475 regarding Rezoning Property of Zimmer Ventures LLC**
Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County So As To Rezone Property Of Zimmer Ventures, LLC (Bernard Zimmer) Located At 429 Marvin Road From NB, Neighborhood Business District To GB, General Business District. – *Planning Commission recommended approval by a vote of 6-0. Passed 7-0 at the October 9, 2017 County Council Meeting. Passed 7-0 at the October 23, 2017 County Council Meeting. – Penelope Karagounis – pgs. 21-22*
- f. **3rd Reading of Ordinance 2017-1476 regarding Rezoning a Portion of Property Owned by Steve and Marlena Norwood**
Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County So As To Rezone A 2.0 Acre Portion Of Property Owned By Steve And Marlena Norwood Located At 1929 Brady Road From RR, Rural Residential District To RUB, Rural Business District. – *Planning Commission recommended approval by a vote of 6-0. Passed 7-0 at the October 9, 2017 County Council Meeting. Passed 7-0 at the October 23, 2017 County Council Meeting. – Penelope Karagounis – pgs. 23-24*
- g. **2nd Reading of Ordinance 2017-1478 regarding First Amendment to the Avondale Development Agreement**
Ordinance Title: An Ordinance To Approve A First Amendment To The Development Agreement Avondale Development; To Authorize Certain County Officials To Execute And Deliver The First Amendment To The Development Agreement Avondale Development. – *(Favorable Recommendation – I & R Committee)(Favorable Recommendation – Administration Committee). Planning Commission recommended approval by a vote of 6-0. Passed 7-0 at the October 23, 2017 County Council Meeting. - John Weaver – pgs. 25-36*

h. 2nd Reading of Ordinance 2017-1479 regarding Authorization of Fee Agreement Between Lancaster County and Rhyno Partners BR Holdings, LLC

Ordinance Title: An Ordinance To Authorize The Execution And Delivery Of A Fee Agreement By And Among Lancaster County And Rhyno Partners BR Holdings, LLC, Providing For, Among Other Things, The Payment Of A Fee-In-Lieu Of Taxes And The Provision Of Special Source Revenue Credits; To Authorize The Execution Of A Special Source Revenue Credit Agreement By And Among Lancaster County And The Blythe Company, LLC, Providing For, Among Other Things, The Provision Of Special Source Revenue Credits; To Express The Intention Of Council To Provide Monies To The Economic Development Fund. – *(Favorable Recommendation – Administration Committee). Passed 7-0 at the October 23, 2017 County Council Meeting. - Jamie Gilbert – pgs. 37-75*

8. Non-Consent Agenda

a. Public Hearing and 3rd Reading of Ordinance 2017-1477 regarding Authorization of Special Source Revenue Credit Agreement with Unique USA, Inc.

Ordinance Title: An Ordinance To Authorize The Execution And Delivery Of A Special Source Revenue Credit Agreement By And Between Lancaster County And Unique USA, Inc., Providing For, Among Other Things, Special Source Revenue Credits; To Express The Intention Of Council To Provide Monies To The Economic Development Fund. – *Passed 7-0 at the October 9, 2017 County Council Meeting. Passed 7-0 at the October 23, 2017 County Council Meeting. - Jamie Gilbert – pgs. 76-98*

b. 2nd Reading of Ordinance 2017-1480 regarding Approval of a Fifth Amendment to the Agreement of the Joint Industrial and Business Park Between Lancaster County And Chester County

Ordinance Title: An Ordinance To Approve A Fifth Amendment To The Agreement For The Development Of A Joint Industrial And Business Park Dated As Of December 1, 2008 Between The County And Chester County So As To Remove Certain Property Previously Added To The Park Agreement. – *(Favorable Recommendation – Administration Committee). Passed 6-0-1 at the October 23, 2017 County Council Meeting (FOR: Brian Carnes, Terry Graham, Steve Harper, Larry Honeycutt, Charlene McGriff and Billy Mosteller. AGAINST: None. RECUSAL: Jack Estridge). - John Weaver – pgs. 99-105*

c. 1st Reading of Ordinance 2017-1482 regarding Rezoning the Property Located at 2115 Pinta Drive

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County So As To Rezone Property Located At 2115 Pinta Drive From MDR, Medium Density Residential District To MH, Manufactured Home District. – *Planning Commission recommended approval by a vote of 6-0. – Penelope Karagounis – pgs. 106-113*

d. **1st Reading of Ordinance 2017-1483 regarding Rezoning the Property Located at 1059 Rocky River Road**

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County So As To Rezone Property Located At 1059 Rocky River Road From RR, Rural Residential District To RUB, Rural Business District. – *Planning Commission recommended approval by a vote of 6-0. – Penelope Karagounis – pgs. 114-121*

e. **1st Reading of Ordinance 2017-1485 regarding Amending the UDO so as to Address Private Driveways in Residential Developments**

Ordinance Title: An Ordinance To Amend Ordinance No. 2016-1422 (Uniform Development Ordinance) By The Deletion Therefrom Of Section 6.11.4G And The Addition Thereto Of Section 6.18H So As To Address Private Driveways In Those Residential Developments Having Only A Limited Number Of Lots. – *Planning Commission recommended approval by a vote of 6-0. – Penelope Karagounis – pgs. 122-130*

9. **Discussion and Action Items**

a. Nomination for appointment to the Board of Assessment Appeals for District 5 – *pg. 131*

- Michael DeMarco for a 4 year term ending on 6/30/2021

b. Nominations for appointments to the Fire Code Appeals Board – *pgs. 132-133*

- Timothy A. Deaton to a 3 year term expiring on 6/30/2020
- Buddy Lever to a 4 year term expiring on 6/30/2021

c. Discussion of 2018 calendar (Final adoption will be held at the November 27th Council Meeting) – *Steve Willis – pgs. 134-137*

d. Discussion of the Lancaster County Elections Commission – *Steve Willis – pg. 138*

10. **Status of items tabled, recommitted, deferred or held**

11. **Miscellaneous Reports and Correspondence**

a. Quarterly Report on Lancaster Area Ride Service (LARS) – *pg. 139*

b. Lancaster County Department of Social Services 79th Annual Report – *pgs. 140-142*

c. Information on Hunger & Homelessness Awareness Week – *pgs. 143-144*

12. **Citizens Comments** *[if Council delays until end of meeting]*

13. Executive Session

- a. *Personnel Matter – Administrator’s Evaluation*
- b. *Economic Development Discussion: Project Patriot. SC Code 30-4-70(a)(5).*
- c. *Economic Development Discussion: Project Shamrock. SC Code 30-4-70(a)(5).*

14. Non-Consent Agenda Continued

- a. **Resolution 0979–R2017 regarding Inducement Resolution for Project Shamrock**
Resolution Title: A Resolution To State The Commitment Of Lancaster County To Enter Into A Fee Agreement With Project Shamrock, And/Or Its Designee Or Nominee; To Provide The General Terms Of The Fee Agreement Including The Provision Of Special Source Revenue Credits; To Provide That This Resolution Is An Inducement Resolution For Purposes Of The Fee In Lieu Of Tax Simplification Act; To State The Commitment Of Lancaster County To Place Project Property In A Multi-County Park. – *Jamie Gilbert – pgs. 145-149*
- b. **1st Reading of Ordinance 2017-1481 regarding Adding Property of Project Shamrock to the Multi-County Park Agreement Between Chesterfield County and Lancaster County**
Ordinance Title: An Ordinance To Amend The Amended And Restated Master Multi-County Park Agreement Between Chesterfield County, South Carolina And Lancaster County, South Carolina, As Amended And Restated As Of November 9, 2015, Exhibits Updated Through February 13, 2017, So As To Further Update The Exhibits By Adding Property Located In Lancaster County (Project Shamrock). – *Jamie Gilbert – pgs. 150-153*
- c. **1st Reading of Ordinance 2017-1484 regarding Authorization of a Fee Agreement Between Lancaster County and Project Shamrock**
Ordinance Title: An Ordinance To Authorize The Execution And Delivery Of A Fee Agreement By And Between Lancaster County And Project Shamrock, Providing For The Payment Of A Fee-In-Lieu Of Taxes And The Provision Of Special Source Revenue Credits; To Express The Intention Of Council To Provide Monies To The Economic Development Fund. – *Jamie Gilbert – pgs. 154-185*

15. Calendar of Events – pg. 186

16. Adjournment

Anyone requiring special services to attend this meeting should contact 285-1565 at least 24 hours in advance of this meeting.

Lancaster County Council agendas are posted at the Lancaster County Administration Building and are available on the Website: www.mylancastercsc.org



Members of Lancaster County Council
Steve Harper, District 5, Chairman
Charlene McGriff, District 2, Vice Chairwoman
Larry Honeycutt, District 4, Secretary
Brian Carnes, District 7
Jack Estridge, District 6
Terry Graham, District 1
Billy Mosteller, District 3

Minutes of the Lancaster County Council Regular Meeting

101 N. Main Street, Lancaster, SC 29720

Monday, October 23, 2017

Council Members present were Brian Carnes, Jack Estridge, Terry Graham, Steve Harper, Larry Honeycutt, Charlene McGriff and Billy Mosteller. Also present were John Weaver, Steve Willis, Sherrie Simpson, Chelsea Gardner, Penelope Karagounis, the press and spectators. A quorum of Lancaster County Council was present for the meeting.

The following press were notified of the meeting by e-mail in accordance with the Freedom of Information Act: *Lancaster News*, *Kershaw News Era*, *The Rock Hill Herald*, *Fort Mill Times*, Cable News 2, Channel 9 and the local Government Channel. The agenda was posted in the lobby of the County Administration Building and also on the county website the required length of time.

Call to Order regular meeting

Chairman Steve Harper called the regular meeting of Council to order at approximately 6:00 p.m.

Welcome and Recognition/Pledge of Allegiance and Invocation

Chairman Steve Harper welcomed everyone to the meeting. Brian Carnes led the Pledge of Allegiance to the American Flag and delivered the Invocation.

Approval of the agenda

Larry Honeycutt moved to approve the agenda. Seconded by Charlene McGriff. Council approved the agenda by unanimous vote of 7-0.

Special Presentations

Chairman Steve Harper presented Norman Anderson with a Resolution from the State of South Carolina for his distinguished service in the Lancaster County Assessor's office.

Citizens Comments

Scott Babbige, 6021 Turkey Oak Lane, Indian Land, SC, spoke regarding the Promenade development at Carolina Reserve and its effect on The Grove - Townhomes. He provided handouts attached as Schedule A.

Chairman Steve Harper asked County Attorney John Weaver to respond. John Weaver stated that Lennar Commercial, who is developing the Promenade, is different from Lennar Residential. However, he stated that he has made John Hardy of Lennar Residential aware of the problems and concerns. Mr. Weaver noted that the private roads will remain private. He explained that the plan for the Promenade will have to comply with the requirements of the County's Unified Development Ordinance. He stated that there is nothing Council can do to correct what individuals were told by a salesperson. Penelope Karagounis explained how the Planning Department is working with the developer to help with some of the concerns.

Richard Band, 1328 Somerset Drive, Lancaster, SC, spoke regarding his concerns about a proposal to put the new main Library in the old Tucker building on Main Street.

Chairman Steve Harper asked County Administrator Steve Willis to respond. Steve Willis stated that one of the requirements of due diligence for the County to take ownership of the old Humana buildings was for the County to obtain a Phase I Environmental Study, which Humana will not allow. Therefore, he stated that the County is no longer in talks with Humana to take ownership of any of their old buildings on Main Street.

Sara Phillips, 2045 Robert H. Kirk Road, Lancaster, SC, spoke regarding the need for a Resolution on Trap/Neuter/Return. She provided handouts attached as Schedule B.

Ben White, 1525 University Drive, Lancaster, SC, spoke regarding a new Library and his concerns about a new animal shelter. He provided a handout attached as Schedule C.

Consent Agenda

Brian Carnes moved to approve Consent Agenda Item a, Item b, Item c, Item d, Item e, Item f, Item g and Item h. Seconded by Charlene McGriff. No further discussion. Council approved Consent Agenda Items a, b, c, d, e, f, g and h by unanimous vote of 7-0.

- a. Minutes of the October 9, 2017 regular meeting

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b. **3rd Reading of Ordinance 2017-1469 regarding Amending the County Code Concerning the Activities Of Peddlers**

Ordinance Title: An Ordinance To Amend The Lancaster County Code Of Ordinances By The Addition Of Chapter 23, Article Five, So As To Define And Identify The Lancaster County Regulations Concerning The Activities Of Those Persons Identified As Peddlers, Hawkers And Solicitors.

c. **2nd Reading of Ordinance 2017-1472 regarding Rezoning Property of Fred Brackett**

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g. **2nd Reading of Ordinance 2017-1476 regarding Rezoning a Portion of Property Owned by Steve and Marlena Norwood**

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h. 2nd Reading of Ordinance 2017-1477 regarding Authorization of Special Source Revenue Credit Agreement with Unique USA, Inc.

Ordinance Title: An Ordinance To Authorize The Execution And Delivery Of A Special Source Revenue Credit Agreement By And Between Lancaster County And Unique USA, Inc., Providing For, Among Other Things, Special Source Revenue Credits; To Express The Intention Of Council To Provide Monies To The Economic Development Fund.

Non-Consent Agenda

Resolution 0967-R2017 regarding an Inducement Resolution for Rhyno Partners BR Holdings, LLC

Resolution Title: A Resolution To State The Commitment Of Lancaster County To Enter Into A Fee Agreement With Rhyno Partners BR Holdings, LLC, And A Special Source Revenue Credit Agreement With The Blythe Company, An Affiliate Of Rhyno Partners BR Holdings, LLC; To Provide The General Terms Of The Fee Agreement And Special Source Revenue Credit Agreement Including The Provision Of Special Source Revenue Credits; To Provide That This Resolution Is An Inducement Resolution For Purposes Of The Fee In Lieu Of Tax Simplification Act; To State The Commitment Of Lancaster County To Place Project Property In A Multi-County Park.

Charlene McGriff moved to approve Resolution 0967-R2017. Seconded by Terry Graham. Council voted to approve Resolution 0967-R2017 by unanimous vote of 7-0.

Resolution 0978-R2017 regarding using Hospitality Tax funds for the Buford Recreation Center

Resolution Title: A Resolution To Authorize The Transfer Of Funds Within The County General Fund; To Authorize Certain County Officials To Take Actions Necessary To Effectuate The Purposes Of This Resolution.

Larry Honeycutt moved to approve Resolution 0978-R2017. Seconded by Billy Mosteller.

Steve Willis explained that the Resolution has a wording typo/discrepancy in Section 1. The amount of money to transfer was written out as four hundred and fifty thousand dollars; however, in parenthesis the amount was listed as (\$425,000). The amount written out and in parenthesis should be four hundred and twenty-five thousand dollars (\$425,000). The Resolution that Council will pass and sign has the corrected written out and parenthetical amount of \$425,000, attached as Schedule D.

Council voted to approve Resolution 0978-R2017, attached as Schedule D, by unanimous vote of 7-0.

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Public Hearing and 3rd Reading of Ordinance 2017-1470 regarding an Amendment to the FY 2017-2018 Budget – Amendment needed

Ordinance Title: An Ordinance To Amend Ordinance No. 2017-1447, Relating To The Appropriation Of Funds And The Approval Of A Detailed Budget For Lancaster County For The Fiscal Year Beginning July 1, 2017 And Ending June 30, 2018 (FY 2017-2018), To Further Provide For Revenues And Expenditures During The Fiscal Year.

Brian Carnes moved to approve the 3rd Reading of Ordinance 2017-1470. Seconded by Charlene McGriff.

Steve Willis explained that the amendment to the Ordinance has to do with corrections to the square footage used by the Stormwater staff in the Indian Land satellite office. This change decreased the amount charged to the general fund and increased the percentage that the Stormwater program was charged for use of the satellite office and renovations to the satellite office, with two exceptions which are contingency and utilities. The amendment also includes a split in the cost of IT for shared areas/services (i.e. conference room, security system for building, etc.). Larry Honeycutt moved to amend Ordinance 2017-1470 to charge fifty-three percent (53%) of rent for the remainder of the year and fifty-three percent (53%) of renovations to the Stormwater fund and to split the cost of IT for the shared areas/services for the Indian Land satellite office, as stated by the County Administrator and as detailed on page 55 of the agenda packet. Seconded by Billy Mosteller. The motion to amend Ordinance 2017-1470 passed by unanimous vote of 7-0.

Chairman Steve Harper opened the floor for the public hearing on the 3rd reading of Ordinance 2017-1470 as amended. There were 15 citizens in attendance during the Public Hearing portion of the meeting. He asked if any citizens would like to come forward and speak. No citizens came forward to comment. Chairman Harper closed the public hearing.

Council voted to approve the 3rd Reading of Ordinance 2017-1470 as amended by unanimous vote of 7-0.

Public Hearing and 3rd Reading of Ordinance 2017-1471 regarding Authorizing the Execution of a Special Source Revenue Credit Agreement Between Lancaster County, Danny Simpson and Simpson Electric Company

Ordinance Title: An Ordinance To Authorize And Approve The Execution And Delivery Of A Special Source Revenue Credit Agreement By And Among Lancaster County, Danny Simpson And Simpson Electric Company Providing For Special Source Revenue Credits; To Express The Intention Of Council To Provide Monies To The Economic Development Fund.

Larry Honeycutt moved to approve the 3rd Reading of Ordinance 2017-1471. Seconded by Brian Carnes.

Chairman Steve Harper opened the floor for the public hearing on Ordinance 2017-1471. There were 15 citizens in attendance during the Public Hearing portion of the meeting. He asked if any citizens would like to come forward and speak regarding Ordinance 2017-1471. No citizens came forward to comment. Chairman Harper closed the public hearing.

Council voted to approve the 3rd Reading of Ordinance 2017-1471 by unanimous vote of 7-0.

1st Reading of Ordinance 2017-1478 regarding First Amendment to the Avondale Development Agreement

Ordinance Title: An Ordinance To Approve A First Amendment To The Development Agreement Avondale Development; To Authorize Certain County Officials To Execute And Deliver The First Amendment To The Development Agreement Avondale Development.

Brian Carnes moved to approve the 1st Reading of Ordinance 2017-1478. Seconded by Billy Mosteller. Council voted to approve the 1st Reading of Ordinance 2017-1478 by unanimous vote of 7-0.

Public Hearing and 1st Reading of Ordinance 2017-1479 regarding Authorization of Fee Agreement Between Lancaster County and Rhyno Partners BR Holdings, LLC

Ordinance Title: An Ordinance To Authorize The Execution And Delivery Of A Fee Agreement By And Among Lancaster County And Rhyno Partners BR Holdings, LLC, Providing For, Among Other Things, The Payment Of A Fee-In-Lieu Of Taxes And The Provision Of Special Source Revenue Credits; To Authorize The Execution Of A Special Source Revenue Credit Agreement By And Among Lancaster County And The Blythe Company, LLC, Providing For, Among Other Things, The Provision Of Special Source Revenue Credits; To Express The Intention Of Council To Provide Monies To The Economic Development Fund.

Charlene McGriff moved to approve the 1st Reading of Ordinance 2017-1479. Seconded by Terry Graham.

Chairman Steve Harper opened the floor for the public hearing for Ordinance 2017-1479. There were 15 citizens in attendance during the Public Hearing portion of the meeting. He asked if any citizens would like to come forward and speak regarding Ordinance 2017-1479. No citizens came forward to comment. Chairman Harper closed the public hearing.

Council voted to approve the 1st Reading of Ordinance 2017-1479 by unanimous vote of 7-0.

1st Reading of Ordinance 2017-1480 regarding Approval of a Fifth Amendment to the Agreement of the Joint Industrial and Business Park Between Lancaster County And Chester County

Ordinance Title: An Ordinance To Approve A Fifth Amendment To The Agreement For The Development Of A Joint Industrial And Business Park Dated As Of December 1, 2008 Between The County And Chester County So As To Remove Certain Property Previously Added To The Park Agreement.

Brian Carnes moved to approve the 1st Reading of Ordinance 2017-1480. Seconded by Charlene McGriff.

Jack Estridge recused himself from the discussion and vote on Ordinance 2017-1480 and anything to do with Haile Gold Mine. Haile Gold Mine owns the land that is being requested to be taken out of the Joint Industrial Park. Jack Estridge left the Council Chambers during the discussion and vote

on Ordinance 2017-1480 and stood in the hallway between Council Chambers and the Council Conference Room.

Council voted to approve the 1st Reading of Ordinance 2017-1480 by a vote of 6-0-1. Brian Carnes, Terry Graham, Steve Harper, Larry Honeycutt, Charlene McGriff and Billy Mosteller voted to approve the 1st Reading of Ordinance 2017-1480 and Jack Estridge recused himself from the vote. Jack Estridge returned to Council Chambers immediately after the vote on Ordinance 2017-1480 and before the Discussion and Action Items were addressed by Council.

Discussion and Action Items

Committee Reports:

I&R Committee:

Larry Honeycutt reported that the I&R Committee discussed the Amendment to the Avondale Development Agreement (Ordinance 2017-1478) and he stated that the roundabout for Avondale is definitely needed. The Committee also discussed using hospitality tax money for the Buford Recreation Center and he stated that the work is much needed and a good use of the hospitality tax funds. The Committee also discussed an animal shelter and he stated that the County is moving along with an animal shelter. He stated that the Committee looked at some property that could possibly be used for a new shelter.

Public Safety Committee:

Brian Carnes reported that the Public Safety Committee did not meet this month since there was only one item to be discussed. He stated that the item to be discussed was in regards to grants and did not require a vote from the Committee. He noted that the grants will be discussed later in this meeting.

Administration Committee:

Charlene McGriff reported that the Administration Committee met on October 12, 2017. The following items were discussed, moved to full Council with favorable recommendations and have already been discussed and voted on during the Council meeting tonight: (1) the Avondale Development Agreement (Ordinance 2017-1478); (2) the Inducement Resolution (0967-R2017) for Rhyno Partners; (3) the Ordinance for Rhyno Partners (Ordinance 2017-1479); (4) the Ordinance for the change to the Industrial Park (Ordinance 2017-1480); and (5) the Resolution for the hospitality tax money to go towards updates at the Buford Recreation Center (Resolution 0978-R2017). The Committee also discussed the grants from the solicitor's office and received a monthly budget report.

DRAFT

Nomination for appointment to the Historical Commission for District 7.

Larry Honeycutt moved to approve the appointment of Miles Gardner to the Historical Commission to fill an unexpired term that will end on 6/30/2019. Seconded by Charlene McGriff. The motion to approve the appointment passed by unanimous vote of 7-0.

Nomination for appointment to the Historical Commission as Advisor.

Larry Honeycutt moved to approve the appointment of Jill Knight to the Historical Commission as an Advisor, with her term ending 6/30/2019. Seconded by Brian Carnes. The motion to approve the appointment passed by unanimous vote of 7-0.

Nomination for appointment to the Fire Code Appeals Board.

Larry Honeycutt moved to approve the appointment of Stacy L. Roberts to the Fire Code Appeals Board for a four (4) year term that will expire on 6/30/2021. Seconded by Billy Mosteller. The motion to approve the appointment passed by unanimous vote of 7-0.

Information only on grants from VOCA, SCDPS and JAG for the Solicitor's office.

Steve Willis explained that the Solicitor's office has received several grants this cycle from VOCA (which covers 4 Victim Advocates), SCDPS (which covers one Assistant Solicitor to focus on DUI prosecution) and JAG (which covers one Assistant Solicitor and one Investigator to focus on sexual and domestic abuse prosecution). He noted that this item is for information only and that no vote is required from Council on this item. Randy Newman stated that the Solicitor's office has received \$378,000 in grants to cover the cost for 7 full time employees.

Information only for grants for the Sheriff's office.

Steve Willis discussed the grants that have been received by the Sheriff's office: (1) Traffic Unit Grant; (2) Domestic Violence Investigator; (3) Domestic Violence Victim's Advocate; and (4) Victim's Advocate working from the Detention Center.

Information only for SC EMD Grant for Emergency Management/Fire Rescue.

Steve Willis discussed the South Carolina Emergency Management Division grant award to Lancaster County Emergency Management. He stated that this funding is 100% grant funding. The grant is for the following emergency management communications equipment: three desktop radio consoles and three compatible cell phones. He noted that all of the equipment meets the state EMD standards.

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Adjournment

Larry Honeycutt moved to adjourn the meeting. Seconded by Charlene McGriff. The motion to adjourn passed by unanimous vote of 7-0. The Council meeting was adjourned at approximately 6:58 p.m.

Respectfully Submitted:

Approved by Council, November 13, 2017

Sherrie Simpson
Clerk to Council

Larry Honeycutt, Secretary

STATE OF SOUTH CAROLINA

)

COUNTY OF LANCASTER

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ORDINANCE NO. 2017-1472

AN ORDINANCE

TO AMEND THE OFFICIAL ZONING MAP OF LANCASTER COUNTY SO AS TO REZONE PROPERTY OWNED BY FRED BRACKETT, LOCATED AT 2648 CHARLOTTE HWY, FROM LDR, LOW DENSITY RESIDENTIAL DISTRICT TO GB, GENERAL BUSINESS DISTRICT.

Be it ordained by the Council of Lancaster County, South Carolina:

Section 1. Findings and Determinations.

The Council finds and determines that:

(a) Fred Brackett applied to rezone property located at 2648 Charlotte Hwy from LDR, Low Density Residential District, to GB, General Business District.

(b) On September 19, 2017, the Lancaster County Planning Commission held a public hearing on the proposed rezoning and, by a vote of (6-0), recommended approval of the rezoning.

Section 2. Rezoning.

The Official Zoning Map is amended by changing the zoning district classification from LDR, Low Density Residential District, to GB, General Business District for the following property as identified by tax map number or other appropriate identifier:

Tax Map No. 0049-00-050.01

Section 3. Severability.

If any section, subsection or clause of this ordinance is held to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections and clauses shall not be affected.

Section 4. Conflicting Provisions.

To the extent this ordinance contains provisions that conflict with provisions contained elsewhere in the Lancaster County Code or other County ordinances, the provisions contained in this ordinance supersede all other provisions and this ordinance is controlling.

Section 5. Effective Date.

This ordinance is effective upon Third Reading.

AND IT IS SO ORDAINED

Dated this _____ day of _____, 2017.

LANCASTER COUNTY, SOUTH CAROLINA

Steve Harper, Chair, County Council

Larry Honeycutt, Secretary, County Council

ATTEST:

Sherrie Simpson, Clerk to Council

First Reading:	October 9, 2017	Passed 7-0
Second Reading:	October 23, 2017	Passed 7-0
Third Reading:	November 13, 2017	

STATE OF SOUTH CAROLINA

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COUNTY OF LANCASTER

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ORDINANCE NO. 2017-1473

AN ORDINANCE

TO AMEND THE OFFICIAL ZONING MAP OF LANCASTER COUNTY SO AS TO REZONE PROPERTY OWNED BY SARAH RUTH MAHAFFEY, REPRESENTED BY JEFFERY HUMPHRIES, LOCATED AT 3420 HEYWARD HOUGH ROAD, FROM RR, RURAL RESIDENTIAL DISTRICT TO RN, RURAL NEIGHBORHOOD DISTRICT.

Be it ordained by the Council of Lancaster County, South Carolina:

Section 1. Findings and Determinations.

The Council finds and determines that:

(a) Jeffery Humphries applied to rezone property located at 3420 Heyward Hough Road from RR, Rural Residential District, to RN, Rural Neighborhood District.

(b) On September 19, 2017, the Lancaster County Planning Commission held a public hearing on the proposed rezoning and, by a vote of (6-0), recommended approval of the rezoning.

Section 2. Rezoning.

The Official Zoning Map is amended by changing the zoning district classification from RR, Rural Residential District, to RN, Rural Neighborhood District for the following property as identified by tax map number or other appropriate identifier:

Portion of Tax Map No. 0070-00-014.00

Section 3. Severability.

If any section, subsection or clause of this ordinance is held to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections and clauses shall not be affected.

Section 4. Conflicting Provisions.

To the extent this ordinance contains provisions that conflict with provisions contained elsewhere in the Lancaster County Code or other County ordinances, the provisions contained in this ordinance supersede all other provisions and this ordinance is controlling.

Section 5. Effective Date.

This ordinance is effective upon Third Reading.

AND IT IS SO ORDAINED

Dated this _____ day of _____, 2017.

LANCASTER COUNTY, SOUTH CAROLINA

Steve Harper, Chair, County Council

Larry Honeycutt, Secretary, County Council

ATTEST:

Sherrie Simpson, Clerk to Council

First Reading:	October 9, 2017	Passed 7-0
Second Reading:	October 23, 2017	Passed 7-0
Third Reading:	November 13, 2017	

STATE OF SOUTH CAROLINA

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COUNTY OF LANCASTER

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ORDINANCE NO. 2017-1474

AN ORDINANCE

TO AMEND THE OFFICIAL ZONING MAP OF LANCASTER COUNTY SO AS TO REZONE PROPERTY OWNED BY STEPHEN W. MOORE, LOCATED AT 828 WESTWIND LANE, FROM MDR, MEDIUM DENSITY RESIDENTIAL DISTRICT TO MH, MANUFACTURED HOME DISTRICT.

Be it ordained by the Council of Lancaster County, South Carolina:

Section 1. Findings and Determinations.

The Council finds and determines that:

(a) Stephen W. Moore applied to rezone property located at 828 Westwind Lane from MDR, Medium Density Residential District, to MH, Manufactured Home District.

(b) On September 19, 2017, the Lancaster County Planning Commission held a public hearing on the proposed rezoning and, by a vote of (4-2), recommended approval of the rezoning.

Section 2. Rezoning.

The Official Zoning Map is amended by changing the zoning district classification from MDR, Medium Density Residential District, to MH, Manufactured Home District for the following property as identified by tax map number or other appropriate identifier:

Portion of Tax Map No. 0006K-0A-021.00

Section 3. Severability.

If any section, subsection or clause of this ordinance is held to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections and clauses shall not be affected.

Section 4. Conflicting Provisions.

To the extent this ordinance contains provisions that conflict with provisions contained elsewhere in the Lancaster County Code or other County ordinances, the provisions contained in this ordinance supersede all other provisions and this ordinance is controlling.

Section 5. Effective Date.

This ordinance is effective upon Third Reading.

AND IT IS SO ORDAINED

Dated this _____ day of _____, 2017.

LANCASTER COUNTY, SOUTH CAROLINA

Steve Harper, Chair, County Council

Larry Honeycutt, Secretary, County Council

ATTEST:

Sherrie Simpson, Clerk to Council

First Reading:	October 9, 2017	Passed 7-0
Second Reading:	October 23, 2017	Passed 7-0
Third Reading:	November 13, 2017	

STATE OF SOUTH CAROLINA

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COUNTY OF LANCASTER

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ORDINANCE NO. 2017-1475

AN ORDINANCE

TO AMEND THE OFFICIAL ZONING MAP OF LANCASTER COUNTY SO AS TO REZONE PROPERTY OF ZIMMER VENTURES, LLC (BERNARD ZIMMER) LOCATED AT 429 MARVIN ROAD FROM NB, NEIGHBORHOOD BUSINESS DISTRICT TO GB, GENERAL BUSINESS DISTRICT.

Be it ordained by the Council of Lancaster County, South Carolina:

Section 1. Findings and Determinations.

The Council finds and determines that:

(a) Zimmer Ventures, LLC (Bernard Zimmer) applied to rezone property located at 429 Marvin Road from NB, Neighborhood Business District, to GB, General Business District.

(b) On September 19, 2017, the Lancaster County Planning Commission held a public hearing on the proposed rezoning and, by a vote of (6-0), recommended approval of the rezoning.

Section 2. Rezoning.

The Official Zoning Map is amended by changing the zoning district classification from NB, Neighborhood Business District to GB, General Business District for the following property as identified by tax map number or other appropriate identifier:

Tax Map No. 0008-00-034.00

Section 3. Severability.

If any section, subsection or clause of this ordinance is held to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections and clauses shall not be affected.

Section 4. Conflicting Provisions.

To the extent this ordinance contains provisions that conflict with provisions contained elsewhere in the Lancaster County Code or other County ordinances, the provisions contained in this ordinance supersede all other provisions and this ordinance is controlling.

Section 5. Effective Date.

This ordinance is effective upon Third Reading.

AND IT IS SO ORDAINED

Dated this _____ day of _____, 2017.

LANCASTER COUNTY, SOUTH CAROLINA

Steve Harper, Chair, County Council

Larry Honeycutt, Secretary, County Council

ATTEST:

Sherrie Simpson, Clerk to Council

First Reading:	October 9, 2017	Passed 7-0
Second Reading:	October 23, 2017	Passed 7-0
Third Reading:	November 13, 2017	

STATE OF SOUTH CAROLINA

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COUNTY OF LANCASTER

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ORDINANCE NO. 2017-1476

AN ORDINANCE

TO AMEND THE OFFICIAL ZONING MAP OF LANCASTER COUNTY SO AS TO REZONE A 2.0 ACRE PORTION OF PROPERTY OWNED BY STEVE AND MARLENA NORWOOD LOCATED AT 1929 BRADY ROAD FROM RR, RURAL RESIDENTIAL DISTRICT TO RUB, RURAL BUSINESS DISTRICT.

Be it ordained by the Council of Lancaster County, South Carolina:

Section 1. Findings and Determinations.

The Council finds and determines that:

(a) Steve and Marlena Norwood applied to rezone a 2.0 acre portion of property located at 1929 Brady Road from RR, Rural Residential District, to RUB, Rural Business District.

(b) On September 19, 2017, the Lancaster County Planning Commission held a public hearing on the proposed rezoning and, by a vote of (6-0), recommended approval of the rezoning.

Section 2. Rezoning.

The Official Zoning Map is amended by changing the zoning district classification from RR, Rural Residential District to RUB, Rural Business District for the following property as identified by tax map number or other appropriate identifier:

Portion of Tax Map No. 0055-00-011.00

Section 3. Severability.

If any section, subsection or clause of this ordinance is held to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections and clauses shall not be affected.

Section 4. Conflicting Provisions.

To the extent this ordinance contains provisions that conflict with provisions contained elsewhere in the Lancaster County Code or other County ordinances, the provisions contained in this ordinance supersede all other provisions and this ordinance is controlling.

Section 5. Effective Date.

This ordinance is effective upon Third Reading.

AND IT IS SO ORDAINED

Dated this _____ day of _____, 2017.

LANCASTER COUNTY, SOUTH CAROLINA

Steve Harper, Chair, County Council

Larry Honeycutt, Secretary, County Council

ATTEST:

Sherrie Simpson, Clerk to Council

First Reading:	October 9, 2017	Passed 7-0
Second Reading:	October 23, 2017	Passed 7-0
Third Reading:	November 13, 2017	

STATE OF SOUTH CAROLINA

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COUNTY OF LANCASTER

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ORDINANCE NO. 2017-1478

AN ORDINANCE

TO APPROVE A FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT AVONDALE DEVELOPMENT; TO AUTHORIZE CERTAIN COUNTY OFFICIALS TO EXECUTE AND DELIVER THE FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT AVONDALE DEVELOPMENT.

Be it ordained by the Council of Lancaster County, South Carolina:

Section 1. Findings and Determinations; Purpose.

A. The Council finds and determines that:

(a) Lancaster County is authorized by the South Carolina Local Government Development Agreement Act, codified as Sections 6-31-10 to -160, Code of Laws of South Carolina 1976, as amended (the "Act"), and by the Development Agreement Ordinance for Lancaster County, South Carolina, Ordinance No. 663, codified as 9.2.18 in Chapter 9 of the Unified Development Ordinance (the "Ordinance"), to enter into development agreements with developers;

(b) Council approved a development agreement for the Avondale development between Sinacori Builders, LLC ("Developer"), and the County of Lancaster and that development agreement, dated November 28, 2016, is recorded in the records of the Lancaster County Register of Deeds in Deed Book 1018, Pages 15-42 (the "Development Agreement");

(c) Developer subsequently assigned it rights under the Development Agreement to D.R. Horton, Inc. ("Subsequent Developer"), pursuant to that certain Assignment and Assumption of Development Agreement dated and recorded January 26, 2017 in the records of the Lancaster County Register of Deeds in Deed Book 1029, Pages 34-38.

(c) the Subsequent Developer has requested Council to approve amendments to the portions of the Development Agreement relating to certain road improvements at the intersection of Calvin Hall Road and Harrisburg Road.

B. It is the purpose of this ordinance to approve an amendment to the Development Agreement with the amendment relating to certain road improvements at the intersection of Calvin Hall Road and Harrisburg Road.

Section 2. Approval of First Amendment; Authorization to Act.

A. The Council Chair and Council Secretary are each authorized, empowered and directed to execute, acknowledge and deliver a First Amendment to the Development Agreement Avondale Development between D.R. Horton, Inc., a Delaware corporation and the County of Lancaster (the "First Amendment") in the name and on behalf of the County of Lancaster. The form of the First Amendment is attached hereto as Exhibit A and all terms, provisions and conditions of the First Amendment are incorporated herein by reference as if the First Amendment were set out in this ordinance in its entirety. By adoption of this ordinance, the Council approves the First Amendment and all of its terms, provisions and conditions. The First Amendment is to be in substantially the form as attached to this ordinance and hereby approved, or with such minor changes therein as shall be approved by the officials of the County executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the First Amendment attached to this ordinance.

B. The Council Chair and Council Secretary are each authorized to execute and deliver any related instruments, documents, certificates and other papers as are necessary to effectuate the purpose of this ordinance and the First Amendment. The Council and its duly elected or appointed officers and any other County official are each authorized to take any and all action as may be necessary to effectuate the purposes of this ordinance and the First Amendment.

Section 3. Severability.

If any section, subsection or clause of this ordinance is held to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.

Section 4. Controlling Provisions.

To the extent this ordinance contains provisions that conflict with provisions contained elsewhere in the Lancaster County Code or other County ordinances, orders and resolutions, the provisions contained in this ordinance supersede all other provisions and this ordinance is controlling.

Section 5. Effective Date.

This ordinance is effective upon Third Reading.

SIGNATURES FOLLOW ON NEXT PAGE.

AND IT IS SO ORDAINED

Dated this _____ day of _____, 2017.

LANCASTER COUNTY, SOUTH CAROLINA

Steve Harper, Chair, County Council

Larry Honeycutt, Secretary, County Council

Attest:

Sherrie M. Simpson, Clerk to Council

Planning Commission Public Hearing:	October 17, 2017	
First Reading:	October 23, 2017	Passed 7-0
Second Reading:	November 13, 2017	
Council Public Hearing:	November 27, 2017	(Tentative)
Third Reading:	November 27, 2017	(Tentative)

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Exhibit A to Ordinance No. 2017-1478

**First Amendment to the Development Agreement Avondale Development
between
D.R. Horton, Inc., and the County of Lancaster**

See attached.

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(Space above this line for recording use)

STATE OF SOUTH CAROLINA)	FIRST AMENDMENT TO THE
)	DEVELOPMENT AGREEMENT
COUNTY OF LANCASTER)	AVONDALE DEVELOPMENT

This **FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT FOR THE AVONDALE DEVELOPMENT** ("First Amendment") is made and entered into as of the ____ day of _____ 2017, by and between **D.R. HORTON, INC.**, ("Subsequent Developer"), a Delaware corporation, and the **COUNTY OF LANCASTER** (the "County"), a body politic and corporate, a political subdivision of the State of South Carolina.

RECITALS

WHEREAS, the Development Agreement dated November 28, 2016 for the Avondale development was entered into by Sinacori Builders, LLC ("Developer"), a North Carolina limited liability company and the County (the "Development Agreement"). The Development Agreement is recorded in the records of the County Register of Deeds in Deed Book 1018, Pages 15-42;

WHEREAS, Developer subsequently assigned its rights under the Development Agreement to Subsequent Developer, pursuant to that certain Assignment and Assumption of Development Agreement dated and recorded January 26, 2017 in the records of the County Register of Deeds in Deed Book 1029, Page 34-38;

WHEREAS, Subsequent Developer seeks to amend the Development Agreement as it relates to certain road improvements at the intersection of Calvin Hall Road and Harrisburg Road;

WHEREAS, Section 5.02 of the Development Agreement provides that amendments to the Development Agreement must be in writing and, for the amendment to be effective, it must be signed by the party against whom the amendment is sought to be enforced;

WHEREAS, it is the purpose of this First Amendment to amend provisions of the Development Agreement relating to certain road improvements at the intersection of Calvin Hall Road and Harrisburg Road.

FIRST AMENDMENT

NOW THEREFORE, in consideration of the foregoing and the terms and conditions set forth in this First Amendment, the receipt and sufficiency of such consideration being acknowledged by the parties, the parties to this First Amendment intending to be legally bound, agree as follows:

Section 1. The above recitals are incorporated in this First Amendment as if the recitals were set out in this First Amendment in their entirety.

Section 2. The definitions in Section 1.02 of the Development Agreement are amended by adding definitions for “First Amendment,” “Ordinance No. 2017-____,” and “Subsequent Developer”:

“(7A) ‘First Amendment’ means the First Amendment to the Development Agreement Avondale Development, dated _____, 2017, and approved by passage of Ordinance No. 2017-____.

(10A) ‘Ordinance No. 2017-____’ means Ordinance No. 2017-____ of the County approving the First Amendment.

(15A) ‘Subsequent Developer’ means D.R. Horton, Inc., a Delaware corporation, as successor to the Developer pursuant to an Assignment and Assumption of Development Agreement dated and recorded January 26, 2017 in the records of the County Register of Deeds in Deed Book 1029, Pages 34-38, and its successors in title to the Property who undertake Development of the Property.”

Section 3. Section 4.01A. of the Development Agreement, relating to School Payments, is amended to read:

“Section 4.01A. School Payments. (A) Developer agrees to pay to the County for the benefit of the Lancaster County School District THREE HUNDRED SIXTY-FIVE THOUSAND AND NO/100 DOLLARS (\$365,000.00) on the Effective Date (as defined in Section 5.19 below) (the “School Payment”). Developer acknowledges and agrees that County is responsible only for the remittance of the School Payment to the Lancaster County School District and that the County has no other obligation or responsibility for the School Payment.

(B) County acknowledges (i) receipt from the Developer of the School Payment prior to the date of the First Amendment, (ii) possession of the School Payment as of the date of the First Amendment, and (iii) County’s intention to remit TWO HUNDRED SIXTY-FIVE THOUSAND AND NO/100 DOLLARS (\$265,000.00) of the School Payment to the Lancaster County School District on a date after the date of the First Amendment.

(C) County and Subsequent Developer each acknowledge that the governing body of the Lancaster County School District has provided County and Subsequent Developer a document,

satisfactory in form and content to County and Subsequent Developer, that evidences the approval of the governing body of the Lancaster County School District for the remittance by the County to Subsequent Developer of ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) of the School Payment to defray a portion of the costs of the improvements to be made at the intersection of Calvin Hall Road and Harrisburg Road.

(D) County agrees to remit ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) of the School Payment to Subsequent Developer to defray a portion of the costs of the improvements to be made at the intersection of Calvin Hall Road and Harrisburg Road.”

Section 4. Section 4.04(A)(1)(e) of the Development Agreement, relating to the intersection of Calvin Hall Road and Harrisburg Road, is amended to read:

“(e) Provided that the realignment of Calvin Hall Road, as described in Section 4.04(A)(1)(b), is approved by the SCDOT as requested by Developer, Developer’s obligations with respect to the intersection of Calvin Hall Road and Harrisburg Road shall be as follows:

(i) Reserved.

(ii) Subsequent Developer is responsible for all costs of any required transportation improvements to the intersection of Calvin Hall Road and Harrisburg Road, including the costs of a roundabout, and is responsible for the completion of the transportation improvements in accordance with the requirements of the SCDOT. For purposes of this item, transportation improvements include a single lane roundabout which shall be aligned with the realignment of the intersection of Calvin Hall Road and Harrisburg Road. The roundabout must meet the construction requirements of the SCDOT and any requirements of the County Technical Review Committee, as established by Section 9.1.3 of the Unified Development Ordinance adopted November 28, 2016.

(iii) Reserved.

(iv) Developer and Subsequent Developer shall dedicate at no cost to the County or the State of South Carolina right-of-way from the Property that is reasonably required for the construction and maintenance of the required transportation improvements to intersection of Calvin Hall Road and Harrisburg Road.”

Section 5. Section 5.01 of the Development Agreement, relating to Notices, is amended by adding at the end:

“To the Subsequent Developer: D.R. Horton, Inc.
Attn: Brian Etheridge
8001 Arrowridge Blvd.
Charlotte, NC 28273

With Copy to: Bagwell Holt Smith P.A.

Attn: Michael R. Ganley
111 Cloister Court, Suite 200
Chapel Hill, NC 27514”

Section 6. Exhibit E of the Development Agreement, relating to Laws and Land Development Regulations, is amended to read:

“Exhibit E
Laws and Land Development Regulations

1. Ordinance No. 2015-1369, zoning the Property Planned Development District.
2. Ordinance No. 2015-1370, approving this Development Agreement.
3. The Development Agreement Ordinance for Lancaster County, South Carolina: Ordinance No. 663.
4. Unified Development Ordinance of Lancaster County (UDO): Ordinance No. 309, as amended as of the Agreement Date. The UDO includes Ordinance No. 328, as amended, as of the Agreement Date and which is cited as the Land Development Regulations of Lancaster County. A copy of the UDO is filed in the County Planning Department.
5. Land Development Regulations of Lancaster County: See Unified Development Ordinance of Lancaster County.
6. Article V, Chapter 26, Lancaster County Code of Ordinances, Road Construction Standards.
7. Ordinance No. 2017-____ approving the First Amendment to this Development Agreement.”

Section 7. County agrees to record this First Amendment with the Lancaster County Register of Deeds within fourteen (14) days of the execution of this First Amendment.

Section 8. (A)(1) The County represents that it has approved this First Amendment by adoption of Ordinance No. 2017-____ in accordance with the procedural requirements of the South Carolina Local Government Development Agreement Act, codified as Sections 6-31-10 to -160, Code of Laws of South Carolina 1976, as amended, Lancaster County Ordinance No. 663 and any other applicable law.

(2) The County represents that prior to the final reading of Ordinance No. 2017-____ that at least two public hearings were held after publication of the required notice and the publication of a notice of intent to consider a proposed development agreement.

(B) Subsequent Developer represents and warrants that the execution, delivery and performance by the individual or entity signing this First Amendment on behalf of Subsequent Developer has been duly authorized and approved by all requisite action on the part of Subsequent Developer.

Section 9. This First Amendment may be executed in several counterparts, each of which shall be deemed an original, and such counterparts shall constitute but one and the same instrument.

Section 10. This First Amendment is effective upon its execution.

IN WITNESS WHEREOF, D.R. Horton, Inc., has caused this instrument to be executed by its duly authorized Division President, all by order and authority duly granted by its corporate board of directors, as of the day and year first above written.

D.R. HORTON, INC.,
a Delaware corporation

Witness #1

By: _____
Brian Etheridge, Division President

Witness #2

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public of the County and State aforesaid, certify that Brian Etheridge personally appeared before me this day and acknowledged that he is Division President of D.R. Horton, Inc., a Delaware corporation, and that he, being duly authorized to do so, executed the foregoing for and on behalf of said corporation.

Witness my hand and official stamp or seal, this _____ day of _____, 2017.

NOTARY SEAL

Signature of Notary Public
My Commission Expires: _____

COUNTY SIGNATURES FOLLOW ON NEXT PAGE.

IN WITNESS WHEREOF, the County of Lancaster, South Carolina, has caused this instrument to be executed by its duly authorized Chair and Secretary, as of the day and year first above written.

**COUNTY OF LANCASTER,
SOUTH CAROLINA**

Witness #1

By: _____
Steve Harper, Chair, County Council

Witness #2

Witness #1

By: _____
Larry Honeycutt, Secretary, County Council

Witness #2

**STATE OF SOUTH CAROLINA
COUNTY OF LANCASTER**

I, _____, a Notary Public of the County and State aforesaid, certify that Steve Harper personally appeared before me this day and acknowledged that he is Chair of the County Council of Lancaster County, South Carolina, a body politic and corporate, a political subdivision of the state of South Carolina, and that he, being duly authorized to do so, executed the foregoing for and on behalf of said County and that Larry Honeycutt personally appeared before me this day and acknowledged that he is Secretary of the County Council of Lancaster County, South Carolina, a body politic and corporate, a political subdivision of the state of South Carolina, and that he, being duly authorized to do so, executed the foregoing for and on behalf of said County..

Witness my hand and official stamp or seal, this _____ day of _____, 2017.

NOTARY SEAL

Signature of Notary Public
My Commission Expires: _____

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Lancaster County Planning Department

101 N. Main St., Ste. 108

P.O. Box 1809

Lancaster, South Carolina 29721-1809

Telephone (803) 285-6005

LANCASTER COUNTY PLANNING COMMISSION

REPORT TO COUNTY COUNCIL

DEVELOPMENT AGREEMENT – D.R. Horton (Avondale Amendment)

Pursuant to Sections 9.2.18 Development Agreements, Subsection A.4 and A.5 of the Unified Development Ordinance of Lancaster County, the Planning Commission has reviewed as received from D.R. Horton the proposed Development Agreement – Avondale (Amendment).

At its meeting on Tuesday, October 17, 2017, the Planning Commission conducted a public hearing on the proposed Development Agreement – D.R. Horton (Avondale Amendment). In addition, by a 6-0 vote, the Planning Commission voted to recommend to County Council approval of the Development Agreement – D.R. Horton (Avondale Amendment).

Respectfully submitted,



Charles Keith Deese

Chair, Lancaster County Planning Commission



SINACORI
-BUILDERS-

Preliminary Master Plan

[illegible]

STATE OF SOUTH CAROLINA

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COUNTY OF LANCASTER

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ORDINANCE NO. 2017-1479

AN ORDINANCE

TO AUTHORIZE THE EXECUTION AND DELIVERY OF A FEE AGREEMENT BY AND AMONG LANCASTER COUNTY AND RHYNO PARTNERS BR HOLDINGS, LLC, PROVIDING FOR, AMONG OTHER THINGS, THE PAYMENT OF A FEE-IN-LIEU OF TAXES AND THE PROVISION OF SPECIAL SOURCE REVENUE CREDITS; TO AUTHORIZE THE EXECUTION OF A SPECIAL SOURCE REVENUE CREDIT AGREEMENT BY AND AMONG LANCASTER COUNTY AND THE BLYTHE COMPANY, LLC, PROVIDING FOR, AMONG OTHER THINGS, THE PROVISION OF SPECIAL SOURCE REVENUE CREDITS; TO EXPRESS THE INTENTION OF COUNCIL TO PROVIDE MONIES TO THE ECONOMIC DEVELOPMENT FUND.

Be it ordained by the Council of Lancaster County, South Carolina:

Section 1. Findings.

The Lancaster County Council finds that:

(a) Lancaster County, South Carolina (the "County") acting by and through its County Council (the "Council") is authorized and empowered pursuant to the provisions of the Code of Laws of South Carolina 1976, as amended (the "Code"), and particularly Title 12, Chapter 44 of the Code (the "Simplified FILOT Act"), to enter into fee-in-lieu of tax ("FILOT") agreements with any industry, with said agreements identifying certain properties of such industries as economic development property, through which powers the industrial development of the State of South Carolina (the "State") and the County will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate, remain, and expand in the State and the County and thus utilize and employ the manpower, products, and natural resources and benefit the general public welfare of the State and County by providing services, employment, or other public benefits not otherwise adequately provided locally;

(b) the County is authorized by Sections 4-1-170, 4-1-172, and 4-1-175 of the Code and Article VIII, Section 13(D) of the South Carolina Constitution, as amended (the "Multi-County Park Act"), to create or expand, in conjunction with one or more other counties, a multi-county business or industrial park in order to facilitate the economic development of the County, in part, through the use of special source revenue credits (as authorized by Sections 4-1-175, 4-29-68 and 12-44-70 of the Code) that defray, in part, the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County and for improved and unimproved real estate and personal property, including machinery and

equipment, used in the operation of a manufacturing facility or commercial enterprise in order to enhance the economic development of the County;

(c) Rhyno Partners BR Holdings, a North Carolina limited liability company (the "Sponsor") is considering investing in real property and constructing certain real estate improvements located in the County which would constitute a project within the meaning of the Simplified FILOT Act and which are eligible for inclusion as economic development property, the cost of which is estimated to be at least Two Million Five Hundred Thousand Dollars (\$2,500,000.00), in order to construct a sales, research and development, and distribution facility which shall be leased to The Blythe Company, LLC (the "Affiliate"), an affiliate of the Sponsor (the "Project");

(d) pursuant to Resolution No. 0967-R2017, adopted October 23, 2017, the Council approved an Inducement Resolution providing for, among other things, the agreement of the County to enter into a fee-in-lieu of tax incentive with the Sponsor and the provision of special source revenue credits, and further providing for the agreement of the County to enter into a special source revenue credit agreement with the Affiliate to provide for special source revenue credits against the amount payable by the Affiliate as payments in lieu of taxes pursuant to the Multi-County Park Act;

(e) the Sponsor has caused to be prepared and presented to the Council the form of the Fee Agreement by and between the County and the Sponsor (the "Fee Agreement"), which provides for fee-in-lieu of tax payments utilizing a six percent (6%) assessment ratio and fixed millage rate of 301.1 mills for a period of twenty (20) years for the Project or each component thereof placed in service during the Investment Period (as defined in the Fee Agreement), including any extension to the Investment Period to which the County and the Sponsor agree, and also provides for special source revenue credits equal to fifty percent (50%) of the fee-in-lieu of tax payments for five (5) consecutive years in which fee-in-lieu of tax payments are required to be made thereunder;

(f) the Affiliate has caused to be prepared and presented to the Council the form of the Special Source Revenue Credit Agreement by and between the County and the Affiliate (the "SSRC Agreement"), which provides for special source revenue credits for five (5) consecutive years equal to fifty percent (50%) of the annual amount payable by the Affiliate as payments in lieu of taxes pursuant to the Multi-County Park Act to the County due with respect to the Affiliate's additional investment in the Project; and

(g) it appears that the Fee Agreement and the SSRC Agreement (collectively, the "Agreements"), both of which are attached to this ordinance, are in appropriate form and are appropriate instruments to be executed and delivered by the County for the purposes intended.

Section 2. Approval of Agreements.

Subject to the provisions of Section 4 of this ordinance, and, in order to promote industry, develop trade, and utilize and employ the manpower, products, and natural resources of the State by assisting the Sponsor and Affiliate to expand or locate an industrial facility in the State, the Agreements are hereby authorized, ratified, and approved.

Section 3. Statutory Findings.

Council makes the following additional findings:

(a) The Project will constitute a “project” as the term is referred to and defined in the Simplified FILOT Act, and the County’s actions herein will subserve the purposes and in all respects conform to the provisions and requirements of the Simplified FILOT Act.

(b) The Project and the payments in lieu of taxes set forth herein are beneficial to the County, and the County has evaluated the Project based upon all criteria prescribed by law, including the anticipated dollar amount and nature of the investment to be made.

(c) 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.

(d) The Project gives rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either.

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

(f) The inducement of the location or expansion of the Project within the County and State is of paramount importance.

(g) The benefits of the Project to the public will be greater than the costs to the public.

Section 4. Approval and Execution of the Agreements.

The form, terms, and provisions of the Fee Agreement, attached hereto as Exhibit A, and the SSRC Agreement, attached hereto as Exhibit B, are approved, and all of the terms, provisions, and conditions thereof are incorporated herein by reference as if both Agreements were set out in this ordinance in their entirety. The Council Chair and Council Secretary are authorized, empowered, and directed to execute and acknowledge the Agreements in the name of and on behalf of the County, and thereupon to cause the respective Agreements to be delivered to the Sponsor and to the Affiliate. The Agreements are to be substantially in the form as attached to this ordinance and hereby approved, with such changes therein as shall not be materially adverse to the County and as shall be approved by the officials of the County executing the same, upon the advice of counsel to the County, such officer’s execution thereof to constitute conclusive evidence of such officer’s approval of any and all changes or revisions therein from the form of the Agreements attached to this ordinance.

Section 5. Economic Development Fund.

(A) Council finds that (i) by passage of Ordinance No. 2014-1260, Council created an Economic Development Fund with the intent to make monies available to the fund from new revenues to the County derived from new and expanded businesses and industry, and (ii) the ability to make monies available to the Economic Development Fund can be difficult because of complexities and legalities applicable to fee-in-lieu of tax arrangements and multi-county parks.

(B) It is the intent of Council, in the annual County budget, to appropriate monies to the Economic Development Fund based on the new revenue that the County receives pursuant to the Agreements. Specifically, it is Council’s intent to appropriate from the General Fund of the County an amount based on the following formula: Seven percent (7%) times the amount of money received pursuant to the

Agreements by the County after distribution to other taxing entities in the most recently completed tax year.

Section 6. Authority to Act.

The Council Chair, Council Secretary, Clerk to Council, County Administrator, County Attorney and all other appropriate officials of the County are authorized and directed to do any and all things necessary to effect the execution and delivery of the Agreements and the performance of all obligations of the County under and pursuant to the Agreements.

Section 7. Severability.

If any section, subsection or clause of this ordinance is held to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections and clauses shall not be affected.

Section 8. Controlling Provisions.

To the extent this ordinance contains provisions that conflict with provisions contained elsewhere in the Lancaster County Code or other County ordinances, resolutions or orders, the provisions contained in this ordinance supersede all other provisions and this ordinance is controlling.

Section 9. Effective Date.

This ordinance is effective upon Third Reading.

AND IT IS SO ORDAINED

Dated this _____ day of _____, 2017.

LANCASTER COUNTY, SOUTH CAROLINA

Steve Harper, Chair, County Council

Larry Honeycutt, Secretary, County Council

ATTEST:

Sherrie M. Simpson, Clerk to Council

First Reading:	October 23, 2017	Passed 7-0
Second Reading:	November 13, 2017	
Public Hearing:	October 23, 2017	
Third Reading:	November 27, 2017	(Tentative)

Exhibit A to Ordinance No. 2017-1479

Fee Agreement

See attached.

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Exhibit B to Ordinance No. 2017-1479

Special Source Revenue Credit Agreement

See attached.

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FEE AGREEMENT

by and between

LANCASTER COUNTY, SOUTH CAROLINA,

and

RHYNO PARTNERS BR HOLDINGS, LLC

Dated as of November 27, 2017

FEE AGREEMENT

This FEE AGREEMENT (this "Agreement") is dated as of November 27, 2017, by and between LANCASTER COUNTY, SOUTH CAROLINA, a body politic and corporate and a political subdivision of the State of South Carolina (the "County") and RHYNO PARTNERS BR HOLDINGS, LLC, a North Carolina limited liability company ("Sponsor" and "Company" and, together with any subsequently joined Sponsor Affiliate(s), the "Companies").

WITNESSETH:

WHEREAS, the County, acting by and through its County Council, is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 (the "Act") of the Code of Laws of South Carolina 1976, as amended (the "Code") and Sections 4-1-170, 4-1-172, and 4-1-175 of the Code and Article VIII, Section 13(D) of the South Carolina Constitution (the "Multi-County Park Act"): (i) to enter into agreements with certain investors to construct, operate, maintain, and improve certain industrial and commercial properties through which the economic development of the State of South Carolina will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State of South Carolina and thus utilize and employ the manpower, agricultural products, and natural resources of the State; (ii) to covenant with such investors to accept certain payments in lieu of *ad valorem* taxes with respect to the project (a "FILOT"); and (iii) to maintain, create or expand, in conjunction with one or more other counties, a multi-county industrial park in order to afford certain enhanced income tax credits to such investors; and

WHEREAS, the Companies propose to construct a suitable facility which will be leased to The Blythe Company, LLC, an affiliate of the Company, to be operated as part of its sales, research and development, and distribution business (the "Project"); and

WHEREAS, the Companies anticipate that the Project will result in the creation of at least twenty-one (21) new, full-time jobs and an investment of at least \$2,500,000 in the County; and

WHEREAS, the County Council approved on October 23, 2017, Resolution No. 0967-R2017 (the "Inducement Resolution") to identify, reflect and induce the Project under the Act and to state the commitment of the County to, among other things, enter into this Agreement; and

WHEREAS, as a result of the Companies locating the Project in the County, the Companies requested that the County complete the FILOT arrangement referred to in the Inducement Resolution by entering into this Agreement with the Companies pursuant to the Act, and the Companies elect to enter into such FILOT arrangement with the County in an effort to implement the terms of the Project and allow the Companies to make FILOT payments pursuant to the Act; and

WHEREAS, it is presently anticipated, but not required, that Sponsor will initially own that portion of the Project comprised of the Land (as defined herein) and certain real property improvements now or hereafter constructed thereon; and

WHEREAS, for the Project, the parties have also determined that Sponsor is a Project Sponsor, and that Sponsor's investment in the Project constitutes Economic Development Property within the meaning of the Act; and

WHEREAS, for the purposes set forth above, the County has determined that it is in the best interests of the County to enter into this Agreement with the Companies, subject to the terms and conditions herein set forth.

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, and the sum of \$1.00 in hand, duly paid by the Companies to the County, the receipt and sufficiency of which are hereby acknowledged, the County and the Companies agree as follows:

ARTICLE I

DEFINITIONS AND RECAPITULATION

Section 1.01. Statutorily Required Recapitulation.

(a) Pursuant to Section 12-44-55(B) of the Act, the County and the Companies agree to waive the recapitulation requirements of Section 12-44-55 of the Act. Subsection (b) of this section is inserted for convenience only and does not constitute a part of this Agreement or a summary compliant with Section 12-44-55 of the Act.

(b) Summary of Agreement.

1. Legal name of each initial party to this Agreement:
Rhyno Partners BR Holdings, LLC; Lancaster County, South Carolina.
2. County, street address, parcel number or other location identifier of the Project and property to be subject to this Agreement:

Old Lancaster Highway
Lancaster County, South Carolina
Portion of Parcel No. 0007-00-025.00.
3. Minimum investment agreed upon: \$2,500,000.
4. Length and term of this Agreement: 20 years for each annual increment of investment in the Project during the Investment Period.
5. Assessment ratio applicable for each year of this Agreement: 6%, except as otherwise provided in the Agreement.
6. Millage rate applicable for each year of this Agreement: 301.1 mills, except as otherwise provided in the Agreement.

7. Statements

- (a) The Project is to be located in a multi-county park;
- (b) Disposal of property subject to payments-in-lieu-of-taxes is allowed;
- (c) Special Source Revenue Credits shall be given to the Economic Development Property in amounts equal to 50% of Negotiated FILOT Payments for each of the first five (5) consecutive years in which Negotiated FILOT Payments are required to be made hereunder;
- (d) Payment will not be modified using a net present value calculation; and
- (e) Replacement property provisions will apply.

Section 1.02. Definitions. In addition to the words and terms elsewhere defined in this Agreement, the following words and terms as used herein and in the preambles hereto shall have the following meanings, unless the context or use indicates another or different meaning or intent.

“*Act*” or “*Simplified FILOT Act*” shall mean Title 12, Chapter 44 of the Code, as amended through the date hereof.

“*Administration Expense*” shall mean the reasonable and necessary out-of-pocket expenses, including attorneys’ fees, incurred by the County with respect to: (i) the preparation, review, approval and execution of this Agreement, (ii) the preparation, review, approval and execution of other documents related to this Agreement and any multi-county park documents; and (iii) the fulfillment of its obligations under this Agreement and any multi-county park documents.

“*Affiliate*” shall mean any person or entity directly or indirectly controlling, controlled by, or under common control with such other person or entity. For purposes of this definition, “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of the person or entity, whether through the ownership of voting securities, by contract, or otherwise.

“*Agreement*” shall mean this Fee Agreement by and among the County and the Companies, as originally executed and from time to time supplemented or amended as permitted herein, and dated as of November 27, 2017.

“*Code*” shall mean the Code of Laws of South Carolina 1976, as amended through the date hereof, unless the context clearly requires otherwise.

“*Company*” shall mean the Sponsor.

“*Companies*” shall mean the Sponsor together with any subsequently joined Sponsor Affiliate(s).

“*County*” shall mean Lancaster County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina, and its successors and assigns.

“*County Council*” shall mean the governing body of the County and its successors.

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

“*Economic Development Property*” shall mean each item of real and tangible personal property comprising the Project, except Non-Qualifying Property, within the meaning of that term as defined and used in Sections 12-44-30(6) and 12-44-40(C) of the Code and in this Agreement.

“*Equipment*” shall mean all machinery, equipment, furnishings, and other personal property acquired by Sponsor and installed as part of the Project during the Investment Period in accordance with this Agreement.

“*Event of Default*” shall mean an Event of Default as defined in Section 11.01 hereof.

“*Existing Property*” shall mean property proscribed from becoming Economic Development Property pursuant to Section 12-44-110 of the Code, including, without limitation, property which has been subject to *ad valorem* taxes in the State prior to the execution and delivery of this Agreement and property included in the Project as part of the repair, alteration, or modification of such previously taxed property; provided, however, that Existing Property shall not include: (a) the Land; (b) property acquired or constructed by Sponsor during the Investment Period which has not been placed in service in this State prior to the Investment Period notwithstanding that *ad valorem* taxes have heretofore been paid with respect to such property; or (c) modifications which constitute an expansion of Existing Property.

“*FILOT*” shall mean the fee-in-lieu of taxes, which Sponsor is obligated to pay to the County pursuant to Section 5.01 hereof.

“*FILOT Payments*” shall mean the payments to be made by Sponsor pursuant to Section 5.01 hereof.

“*FILOT Revenues*” shall mean the revenues received by the County from the payment of the FILOT.

“*Investment Commitment*” shall mean the agreement of the Companies to make investments with respect to the Project as set forth in Section 4.01(a) of this Agreement.

“*Investment Period*” shall mean the period beginning with the first day that Economic Development Property is purchased or acquired and ending on the date that is five (5) years from the end of the property tax year in which this Agreement is executed by the Companies and the County, unless extended by agreement of the County and the Companies pursuant to Section 12-44-30(13) of the Code.

“*Jobs Commitment*” shall mean the commitment of Sponsor to cause the creation of jobs with respect to the Project as set forth in Section 4.01(b) of this Agreement.

“*Land*” shall mean the real estate upon which the Project is to be located, as described in Exhibit A attached hereto. Additional real estate may be included in Exhibit A by amendment as provided in the Section 12.12 of this Agreement.

“*Multi-County Park*” means the multi-county park established pursuant to the Multi-County Park Act and An Agreement for the Development of a Joint Industrial and Business Park, dated December 5, 2005, by and between the County and Chester County, South Carolina, which was authorized and approved by the County by passage of Ordinance No. 701, and Chester County, South Carolina, by passage of Ordinance No. 12-05-05-1.

“*Multi-County Park Act*” shall mean Sections 4-1-170, 4-1-172, and 4-1-175 of the Code and Article VIII, Section 13(D) of the South Carolina Constitution, as amended through the date hereof.

“*Negotiated FILOT Payment*” shall mean the FILOT due pursuant to Section 5.01(b) hereof with respect to that portion of the Project consisting of Economic Development Property.

“*New Full-Time Job*” means a new, full-time job (*i.e.*, at least thirty (30) hours per week), with health care benefits. As used in this definition and as applicable to the Project, “New Full-Time Job” includes only those jobs created for the Project in or after the first year in which Economic Development Property is purchased or acquired for the Project; *provided, however*, that jobs relocated from other states to the Project shall be counted as New Full-Time Jobs.

“*Non-Qualifying Property*” shall mean that portion of the Project consisting of: (i) property as to which Sponsor incurred expenditures prior to the Investment Period or, except as to Replacement Property, after the end of the Investment Period; (ii) Existing Property; (iii) any Released Property or other property which fails or ceases to qualify for Negotiated FILOT Payments, including without limitation property as to which the Companies have terminated the Negotiated FILOT pursuant to Section 4.03(a)(iii) hereof; and (iv) property that would otherwise qualify as Economic Development Property, but is primarily used as retail space, hotels or restaurants; *provided, however*, that restaurants located on the Project that primarily serve employees of the Companies or their Affiliates and the families and guests of such employees shall not be deemed to be “Non-Qualifying Property.”

“*Person*” shall mean and include any individual, association, unincorporated organization, corporation, partnership, limited liability company, joint venture, or government or agency or political subdivision thereof.

“*Project*” shall mean, collectively herein, the Project, and shall include the buildings and other improvements on the Land to the extent placed thereon by or on behalf of the Companies, including water, sewer treatment and disposal facilities, and other machinery, apparatus, equipment, office facilities, and furnishings which are necessary, suitable, or useful, including the Equipment, and any Replacement Property.

“*Project Commitment*” shall mean the (i) Investment Commitment, and (ii) Jobs Commitment.

“Released Property” shall mean any portion of the Project removed, scrapped, traded in, sold, or otherwise disposed of pursuant to Section 4.03 hereof, any portion of the Project stolen, damaged, destroyed, or taken by condemnation or eminent domain proceedings as described in Article VII hereof, and any infrastructure which any Company dedicates to the public use (within the meaning of that phrase as used in Section 12-6-3420(C) of the Code).

“Replacement Property” shall mean all property installed in or on the Land in substitution of, or as replacement for, any portion of the Project, but only to the extent that such property may be included in the calculation of the Negotiated FILOT pursuant to Section 5.01(g) hereof and Section 12-44-60 of the Code.

“Special Source Revenue Credits” shall mean the Special Source Revenue Credits described in Section 5.01 hereof.

“Sponsor Affiliate” shall mean any entity who agrees to be bound by the terms and provisions of this Agreement and is approved by the County in writing pursuant to the provisions of Section 8.04 of this Agreement; *provided, however*, The Blythe Company shall not be a Sponsor Affiliate.

“State” shall mean the State of South Carolina.

“Term” shall mean the term of this Agreement, as set forth in Section 10.01 hereof.

“The Blythe Company” shall mean The Blythe Company, LLC, a North Carolina limited liability company, which is an Affiliate of the Sponsor and, solely for purposes of satisfying the Jobs Commitment in Section 4.01(b) hereof, shall be considered collectively with the Companies in calculating the number of New Full-Time Jobs.

“Transfer Provisions” shall mean the provisions of Section 12-44-120 of the Code, as amended through the date hereof.

“Wage Requirement” means Nineteen Dollars and Two Cents (\$19.02) per hour, and, for purposes of satisfying the Wage Requirement, it is applicable in Years 1 through 5 with Year 1 being the first year in which Special Source Revenue Credits are taken (the *“Initial Hourly Wage”*). The County shall change the Initial Hourly Wage at the end of the first five-year period (and at the end of every five-year period thereafter, if applicable) to not more than one hundred percent (100%) of the Department of Revenue’s then most recently published average hourly wage for the County and the changed Wage Requirement shall apply to the subsequent five-year period. The County shall provide notice to the Companies and The Blythe Company of any adjustment to the Wage Requirement.

Section 1.03. References to Agreement. The words “hereof”, “herein”, “hereunder”, and other words of similar import refer to this Agreement as a whole.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.01. Representations and Warranties by County. The County represents and warrants that: (i) it is a body politic and corporate and a political subdivision of the State; (ii) it is authorized by the Act to enter into this Agreement; (iii) it has approved this Agreement in accordance with the procedural requirements of the Act and any other applicable state law; and (iv) it has authorized its officials to execute and deliver this Agreement.

Section 2.02. Representations and Warranties by Sponsor. The Sponsor makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) Sponsor is a limited liability company, validly existing and in good standing under the laws of North Carolina and authorized to do business in the State; has all requisite power to enter into this Agreement; and by proper action has been duly authorized to execute and deliver this Agreement.

(b) The agreements with the County with respect to the FILOT have been instrumental in inducing Sponsor to locate its portion of the Project within Lancaster County and the State.

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

(d) The income tax year of Sponsor for federal and state income tax purposes ends December 31.

(e) No event has occurred and no condition currently exists with respect to Sponsor, which would constitute a Default or an "Event of Default" as defined herein.

(f) Sponsor intends to lease the Project to The Blythe Company to be operated as part of its sales, research and development, and distribution business. The Project constitutes a "project" and the Sponsor's investment in the Project constitutes "economic development property" as provided under the Act.

ARTICLE III

UNDERTAKINGS OF THE COUNTY

Section 3.01. Agreement to Accept FILOT Payments. The County hereby agrees to accept FILOT Payments made by the Companies in accordance with Section 5.01 hereof in lieu of *ad valorem* taxes with respect to the portion of the Project qualifying as Economic Development Property until this Agreement expires or is sooner terminated.

Section 3.02. No Warranties by County. Each Company acknowledges that the County has made no warranties or representations, either express or implied, as to the condition or state of the Project or as to the design or capabilities of the Project or that it will be suitable for such Company's purposes or needs. No representation of the County is hereby made with regard to compliance by the Project or any Person with laws regulating: (i) the construction or acquisition of the Project; (ii) environmental matters pertaining to the Project; (iii) the offer or sale of any securities; or (iv) the marketability of title to any property.

Section 3.03. Invalidity. The parties acknowledge that the intent of this Agreement is to afford the Companies the benefits of the Negotiated FILOT Payments in consideration of the Companies' decision to locate the Project within Lancaster County and that this Agreement has been entered into in reliance upon the enactment of the Simplified FILOT Act. In the event that, for any reason, the Act and/or the Negotiated FILOT or any portion thereof is, by a court of competent jurisdiction following allowable appeals, declared invalid or unenforceable in whole or in part, or the portion of the Project consisting of Economic Development Property is deemed not to be eligible for a Negotiated FILOT pursuant to the Act in whole or in part, the Companies and the County express their intentions that such payments be reformed so as to afford the Companies benefits commensurate with those intended under this Agreement as then permitted by law, including without limitation any benefits afforded under the Code, to the extent allowed by law. Absent the legal authorization to effect such reformation, the Companies and the County agree that there shall be due hereunder, with respect to the portion of the Economic Development Property affected by such circumstances, *ad valorem* taxes and that, to the extent permitted by law, each Company shall be entitled: (1) to enjoy the five-year exemption from *ad valorem* taxes (or fees in lieu of taxes) provided by Article X, Section 3 of the Constitution of the State, and any other exemption allowed by law; (2) to enjoy all allowable depreciation; and (3) to receive other tax credits which would be due if such Company were obligated to pay *ad valorem* taxes hereunder. To the extent that under such circumstances the Negotiated FILOT Payments hereunder are required by law to be subject to retroactive adjustment, then there shall be due and payable by such Company to the County with respect to the portion of the Economic Development Property in question an amount equal to the difference between the Negotiated FILOT Payments theretofore actually paid and the amount which would have been paid as *ad valorem* taxes, together with, but only if required by law, interest on such deficiency as provided in Section 12-54-25(D) of the Code. Each Company agrees that if this Agreement is reformed as provided in this Section or if retroactive adjustments are made, then under no circumstances shall the County be required to refund or pay any monies to the Companies.

In addition to and notwithstanding the foregoing paragraph, the County shall not be obligated to perform any of its obligations or promises under this Section 3.03 unless the Companies have otherwise complied with or provided satisfactory evidence to the County that it intends to comply with its obligations and responsibilities under this Agreement.

Section 3.04. Multi-County Park Status. The County agrees to maintain the Land in the Multi-County Park until the date this Agreement is terminated. If it becomes necessary to move the Land from one multi-county park to another prior to the termination of this Agreement, the County agrees to use its best efforts to place the Land in a multi-county park established pursuant to the Multi-County Park Act and to maintain the multi-county park designation until the date this Agreement is terminated. The parties acknowledge and agree that the County's agreement to place and maintain the Land in a multi-county park may be subject to the exercise of discretion by a governmental entity other than the County and the exercise of that discretion is not controlled by the County.

ARTICLE IV

INVESTMENT BY COMPANIES IN PROJECT; MAINTENANCE AND MODIFICATION OF PROJECT

Section 4.01. Investment by Companies in Project.

(a) For the Project, the Companies agree and commit to invest at least Two Million Five Hundred Thousand Dollars (\$2,500,000) in Economic Development Property by the end of the Investment Period. The investment amount shall not include any amount paid by any Company for real estate improvements on the Land existing as of the date of this Agreement. Investments made by Sponsor and Sponsor Affiliates in Economic Development Property shall be included in any determination whether the Companies have fulfilled their commitment made in this Section to invest in the Project.

(b) For the Project, the Sponsor agrees and commits to cause the Companies and The Blythe Company, collectively, to create and maintain the number of New Full-Time Jobs, paying an hourly wage rate not less than the Wage Requirement, by year as follows: (i) Year 1 – not less than 8; (ii) Year 2 – not less than 13; (iii) Year 3 – not less than 20; (iv) Year 4 – not less than 20; and (v) Year 5 – not less than 21 (the “Jobs Commitment”). As used in this subsection (b), the “Year” number refers to the year that corresponds with the earlier of either the year following the year in which Economic Development Property is first placed in service or the first year Special Source Revenue Credits are taken, with Year 1 being the first year. The number of New Full-Time Jobs shall be based on the average number of New Full-Time Jobs for each month during the year.

Section 4.02. Reporting and Filing.

(a) Each Company agrees to provide a copy of Form PT-443 filed with the Department of Revenue no later than thirty (30) days after execution and delivery of this Agreement to the Auditor, Treasurer and Assessor of the County and any multi-county park partner county and the Economic Development Director of the County. Each year during the term of this Agreement,

each Company shall deliver to the Auditor, Treasurer and Assessor of the County and any multi-county park partner county and the Economic Development Director of the County a copy of their most recent annual filings made with the Department of Revenue with respect to the Project, no later than thirty (30) days following delivery thereof to the Department of Revenue.

(b) (1) Sponsor agrees, as soon as reasonably practicable following the end of each tax year of the Sponsor, to submit to the County Economic Development Director a certification on Sponsor letterhead listing the amount of capital investment and aggregate New Full-Time Jobs maintained by the Companies and/or The Blythe Company at the end of such tax year.

(2) For purposes of determining compliance with the Jobs Commitment, Sponsor agrees to provide or to cause The Blythe Company to provide, as applicable, to the County Economic Development Director, by January 30 of each year, a copy of the following filings with the State (if required to file by the State) for the preceding calendar year: (i) reports submitted to the South Carolina Coordinating Council for Economic Development with respect to any Job Development Credits awarded in connection with the Project; (ii) Department of Revenue Form SC SCH. TC 4 (New Jobs Credit); and (iii) South Carolina Department of Employment and Workforce quarterly contribution and wage reports (such as Form UCE 120). Sponsor agrees to redact any personally identifying information and proprietary and confidential information of Sponsor or The Blythe Company prior to submitting any form to the County Economic Development Director. In lieu of providing any of the forms specifically identified in this subsection, the Company and the County Economic Development Director may agree on an alternative method for the Company to demonstrate compliance with the Jobs Commitment.

(c) (1) Each Company agrees to maintain, and the Sponsor agrees to cause The Blythe Company to maintain, such books and records with respect to the Project as will permit the identification of those portions of the Project placed in service in each property tax year during the Investment Period, the amount of investment with respect thereto and its computations of all FILOT Payments made hereunder and will comply with all reporting requirements of the State and the County applicable to property subject to FILOT Payments under the Act, including the reports described in subsection (a) and (b) of this section (collectively, "Filings").

(2) Each Company agrees that the County and its authorized agents have the right at all reasonable times and upon prior reasonable notice to enter upon and examine and inspect the Project and to have access to and examine and inspect all the of Companies' books and records pertaining to the Project and the Filings. The right of examination and inspection shall be exercised only upon reasonable and necessary terms and conditions prescribed by any Company to protect such Company's confidentiality and proprietary rights. Any such entrance upon and examination and inspection of the Project and Filings shall be at the County's expense.

(d) The County acknowledges and understands that the Companies may have and maintain at the Project certain confidential and proprietary information, including, but not limited to, trade secrets, financial, sales or other information concerning the Companies' operations and processes ("Confidential Information") and that any disclosure of the Confidential Information could result in substantial harm to the Companies and could have a significant detrimental impact on the Companies' employees and also upon the County. Except as required by law, including,

without limitation, court orders, the County agrees to use its best reasonable efforts to keep confidential, and to cause employees, agents and representatives of the County to keep confidential, the Confidential Information which may be obtained from the Companies, their agents or representatives, when the Confidential Information is clearly marked and identified as Confidential Information and known to the County to be Confidential Information. The County shall not knowingly and willfully disclose and shall cause all employees, agents and representatives of the County not to knowingly and willfully disclose the marked and identified Confidential Information to any person or entity other than in accordance with the terms of this Agreement. If a demand is made for the release, under color of law, to a third party of any Confidential Information, the County shall notify the Companies and give the Companies the opportunity to contest the release.

Section 4.03 Modification of Project.

(a) As long as no event of default exists hereunder, the Companies shall have the right at any time and from time to time during the Term hereof to undertake any of the following:

(i) Each Company may, at its own expense, add to the Project any real and personal property as such Company in its discretion deems useful or desirable.

(ii) In any instance where a Company, in its discretion, determines that any items included in the Project have become inadequate, obsolete, worn out, unsuitable, undesirable, or unnecessary for operations at the Project, such Company may remove such items or portions from the Project and sell, trade in, exchange, or otherwise dispose of them (as a whole or in part) without the consent of the County; as such may be permitted under the Simplified FILOT Act.

(iii) Each Company may, at any time in its discretion by written notice to the County, remove any real or personal property from the Negotiated FILOT (as defined in Section 5.01) set forth in this Agreement, and thereafter such property will be considered Non-Qualifying Property and will be subject to FILOT Payments as set forth in Section 5.01(b)(i) hereof.

ARTICLE V

PAYMENTS IN LIEU OF TAXES

Section 5.01. Payments in Lieu of *Ad Valorem* Taxes.

(a) In accordance with the Act, the parties hereby agree that, during the Term of the Agreement, the Companies shall pay annually, with respect to the Project, a FILOT in the amount calculated as set forth in this Section, to be collected and enforced in accordance with Section 12-44-90 of the Act.

(b) The FILOT Payment due with respect to each property tax year shall equal:

- (i) With respect to any portion of the Project consisting of undeveloped land, land under development, other property not yet placed in service or Non-Qualifying Property, as long as such property is located in the Multi-County Park, a payment equal to the *ad valorem* taxes that would otherwise be due on such undeveloped land, land under development, other property not yet placed in service or Non-Qualifying Property if it were taxable giving effect to all credits, exemptions, rebates and abatement that would be available if such undeveloped land, land under development, other property not yet placed in service or Non-Qualifying Property were taxable; and
- (ii) With respect to those portions of the Project consisting of Economic Development Property, for each of the twenty consecutive years following the year in which such portion of the Project is placed in service, a payment calculated each year as set forth in paragraphs (c) and (d) of this Section 5.01 (a “Negotiated FILOT”).
- (c) The Negotiated FILOT Payments shall be calculated with respect to each property tax year based on: (1) the fair market value (determined in accordance with Section 12-44-50(A)(1)(c) of the Code) of the improvements to real property and Equipment included within the Project theretofore placed in service (less, for Equipment, depreciation allowable for property tax purposes as provided in Section 12-44-50(A)(1)(c) of the Code), (2) a fixed millage rate equal to 301.1 mills, for the Term, and (3) an assessment ratio of six percent (6%). All such calculations shall take into account all deductions for depreciation or diminution in value allowed by the Code or by the tax laws generally, as well as tax exemptions which would have been applicable if such property were subject to *ad valorem* taxes, except the exemption allowed pursuant to 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 FILOT Payments are to be recalculated:
- (i) to reduce such payments in the event a Company disposes of any part of the Project within the meaning of Section 12-44-50(B) of the Code and as provided in Section 4.03 hereof, by the amount applicable to the Released Property;
- (ii) to increase such payments, based on the methodology set forth in Section 5.01(c) hereof, in the event a Company adds property (other than Replacement Property) to the Project; or
- (iii) to adjust such payments if a Company elects to convert any portion of the Project from the Negotiated FILOT to the FILOT required by Section 5.01(b)(i) above, as permitted by Section 4.03(a)(iii).
- (e) Special Source Revenue Credits shall be granted to the Economic Development Property in amounts equal to fifty percent (50%) of Negotiated FILOT Payments for the first five (5) consecutive years in which Negotiated FILOT Payments are required to be made hereunder.
- (f) To the extent permitted by law, because the FILOT Payments agreed to herein are intended to be paid by the Companies to the County in lieu of taxes, it is agreed that said FILOT Payments shall not, as to any year, be in any amount greater than what would otherwise be payable

by the Companies to the County in property taxes if the Companies had not entered into a fee-in-lieu of taxes arrangement with the County (except it is not intended that said FILOT Payments would necessarily be less than such property taxes to the extent that the constitutional abatement of property taxes set forth in Section 3(g) of Article X of the Constitution of the State of South Carolina would otherwise apply).

(g) Upon any Company's installation of any Replacement Property for any portion of the Economic Development Property removed under Section 4.03 hereof and sold, scrapped, or disposed of by any Company, such Replacement Property shall become subject to Negotiated FILOT Payments to the fullest extent allowed by law, subject to the following rules:

(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 property subject to the FILOT, whether real or personal, which is disposed of in the same property tax year as the Replacement Property is placed in service. Replacement Property qualifies for Negotiated FILOT Payments up to the original income tax basis of the Economic Development Property which it is replacing. More than one piece of property can replace a single piece of 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 payments equal to the *ad valorem* taxes which would have been paid on such property but for this Agreement. Replacement property is entitled to the FILOT Payment for the period of time remaining on the twenty-year FILOT period for the property which it is replacing.

(ii) The new Replacement Property which qualifies for the Negotiated FILOT Payment shall be recorded using its income tax basis, and the Negotiated FILOT Payment shall be calculated using the millage rate and assessment ratio provided on the original property subject to FILOT Payment.

(h) In the event that the Act or the FILOT or any portion thereof, are declared, by a court of competent jurisdiction following allowable appeals, invalid or unenforceable, in whole or in part, for any reason, the Companies and the County express their intentions that such payments be reformed so as to afford the Companies the maximum benefit then permitted by law, including, without limitation, the benefits afforded under Section 12-44-50 of the Code and, specifically, that the Companies may, at the Companies' expense, exercise the rights granted by Section 12-44-160 of the Code. If the Project is deemed not to be eligible for a Negotiated FILOT pursuant to the Act in whole or in part, the Companies and the County agree that the Companies shall pay an alternate fee-in-lieu of tax calculated in the manner set forth in Section 5.01(b)(i) hereof. In such event, the Companies shall be entitled, to the extent permitted by law: (1) to enjoy the five-year exemption from *ad valorem* taxes (or fees in lieu of taxes) provided by Section 3(g) of Article X of the Constitution of the State of South Carolina, and any other exemption allowed by law; and (2) to enjoy all allowable depreciation. The Companies agree that if the FILOT Payments or this Agreement is reformed pursuant to this subsection (h), that under no circumstance shall the County be required to refund or pay any monies to the Companies.

(i) For the Project, this Agreement is automatically terminated in the event that the investment in the Project in land, buildings, and personal property, including machinery and

equipment, by Sponsor does not exceed Two Million Five Hundred Thousand Dollars (\$2,500,000.00) by the end of the Investment Period (“**Act Minimum Investment Requirement**”). If terminated pursuant to this subsection (i), the Negotiated FILOT Payments shall revert retroactively to payments equivalent to what the *ad valorem* taxes would have been with respect to the property absent this Agreement. At the time of termination, the Companies shall pay to the County an additional fee equal to the difference between the total amount of property taxes that would have been paid by the Companies had the project been taxable, taking into account exemptions from property taxes that would have been available to the Companies, and the total amount of fee payments actually made by the Companies. This additional amount is subject to interest as provided in Section 12-54-25. The Companies agree, if the Negotiated FILOT Payments revert to payments equivalent to what the *ad valorem* taxes would be pursuant to this subsection (i), that under no circumstance shall the County be required to refund or pay any monies to any Company.

(j) The Companies agree that a portion of the Special Source Revenue Credits for a year shall be reduced to the extent that the Sponsor fails to cause the Jobs Commitment to be met in the prior year, in a percentage amount equal to (A) the amount by which the number of jobs satisfying the Jobs Commitment at the Project for such year is less than the number of jobs contained in the Jobs Commitment for such year, *divided by* (B) the number of jobs contained in the Jobs Commitment for such year. For example, and by way of example only, if, for Year 3, the Jobs Commitment provides for the maintenance of not less than 20 jobs satisfying the Jobs Commitments, the actual number of jobs satisfying the Jobs Commitment is 16, and the Special Source Revenue Credit to which the Companies would otherwise be entitled for Year 4 is Fifty Thousand Dollars (\$50,000.00), then the reduction of the Special Source Revenue Credit pursuant to this subsection (j) would be calculated as follows:

Jobs Commitment for Year 3: 20 New Full-Time Jobs

Jobs Maintained at the Project for Year 3: 16 New Full-Time Jobs

Special Source Revenue Credit reduction for Year 4:

$$[20 - 16] / 20 = 1 / 5 = 20.0\%$$

$$20.0\% \times \$50,000.00 = \mathbf{\$10,000.00}$$

(k) Beginning with the tax year following the end of the second (2nd) tax year after Economic Development Property is first placed in service, and for each year thereafter, Sponsor and Sponsor Affiliates agree that the Companies shall pay to the County a fee equal to the difference between the Negotiated FILOT Payments made by the Company and the FILOT Payment that would be due for the Economic Development Property if calculated, notwithstanding the provisions of Section 5.01(c), using the then current millage rate and the assessment ratios that would be applicable to the Economic Development Property if it were subject to *ad valorem* taxes (the "Hypothetical FILOT Payment"), if Sponsor in the immediately prior year failed to cause to be maintained for the Project at least ten (10) New Full-Time Jobs.

As an example of the calculation set forth in this subsection (k), and by way of example only, assume Economic Development Property is first placed in service with respect to the Project in 2017, and that in tax year ending December 31, 2019, that the maintained number of New Full-Time Jobs was 8, that the millage rate applicable for tax bills to be sent in the following year is 375, and all of the Economic Development Property classified as personal property would have a 10.5% assessment ratio applied if such property were subject to *ad valorem* taxation, then, the Hypothetical FILOT Payment for the tax year ending December 31, 2020, would be computed using the millage rate of 375 (instead of 301.1) and the 10.5% assessment ratio for the Economic Development Property classified as personal property (instead of 6%).

(l) Unless otherwise provided by the Act, any amounts due to the County under this Section 5.01 by virtue of the application of subsections (h) through (k) shall be paid within 90 days, following written notice thereof from the County to the Companies.

(m) Notwithstanding any other provision of this Agreement, the Companies acknowledge and agree that County's obligation to provide the FILOT incentive and the Special Source Revenue Credits ends, and this Agreement is terminated, if the Companies and The Blythe Company cease operations. For purposes of this Section 5.01(m), "**cease operations**" means permanent closure of the facility. The Companies agree that if this Agreement is terminated pursuant to this Section 5.01(m), that under no circumstance shall the County be required to refund or pay any monies to the Companies.

ARTICLE VI

PAYMENTS BY COMPANIES

Section 6.01. Defaulted Payments. In the event any Company should fail to make any of the payments required under this Agreement, the item or installment so in default shall continue as an obligation of such Company until the amount in default shall have been fully paid. The Companies agree that the collection and enforcement of the defaulted payment shall be as provided in Section 12-44-90 of the Code.

ARTICLE VII

CASUALTY AND CONDEMNATION

Section 7.01. Adjustments in the Event of Damage and Destruction or Condemnation. In the event that the Project or any portion thereof is damaged or destroyed, lost or stolen, or the subject of condemnation proceedings, any Company, in its sole discretion, may determine whether or not to repair or replace the same. The parties hereto agree that if the Companies decide not to repair or replace all or any portion of the Project pursuant to this Section, the FILOT required pursuant to Section 5.01 hereof shall be abated in the same manner and in the same proportion as if *ad valorem* taxes were payable with respect to the Project.

ARTICLE VIII

PARTICULAR COVENANTS AND AGREEMENTS

Section 8.01. Use of Project for Lawful Activities. During the Term of this Agreement, each Company shall use the Project for any lawful purpose that is authorized pursuant to the Act.

Section 8.02. Assignment. The County agrees that, to the maximum extent allowable under the Act (or any amendments thereto), each Company may assign (including, without limitation, absolute, collateral, and other assignments) all or a part of its rights or obligations under this Agreement, and any lease agreement, lease purchase agreement, or fee agreement, as the case may be, or any other agreement related hereto or thereto, or transfer any and all assets of such Company, to one or more Related Entities (as defined in Section 9.01 below) without adversely affecting the benefits of such Company or its assignees pursuant to any such agreement or the Act. Such Company shall provide the County and the Department of Revenue with notice of any such assignment, transfer, or investment in accordance with the Act, and the County agrees, upon the request of such Company, to take all further action necessary to implement such assignment, transfer, or investment in accordance with the provisions of the Act. To the extent that the Act may require the consent, approval or ratification of or by the County for the assignment of this Agreement, in whole or in part, the County agrees to not unreasonably withhold its consent, approval or ratification.

Section 8.03. Indemnification. Sponsor releases the County, including the members of the governing body of the County, and the employees, officers, attorneys and agents of the County (herein collectively referred to as the “Indemnified Parties”) from, agrees that the Indemnified Parties shall not be liable for, and agrees to hold the Indemnified Parties harmless against, any loss or damage to property or any injury to or death of any person that may be occasioned by any cause whatsoever pertaining to this Agreement, the Project or the use thereof, except for that occasioned by grossly negligent or intentional acts of an Indemnified Party. Sponsor further agrees to indemnify and save harmless Indemnified Parties against and from any and all costs, liabilities, expenses, and claims arising from any breach or default on the part of the Companies in the performance of any covenant or agreement on the part of the Companies to be performed pursuant to the terms of this Agreement or arising from any act or negligence of, or negligent failure to act where there is a duty to do so by any Company, or any of their agents, attorneys, contractors, servants, employees, or licensees, and from and against all cost, liability, and expenses incurred in or in connection with any such claim or action or proceeding brought thereon.

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 not of any member of the County Council or any officer, agent, attorney, servant, or employee of the County in his or her individual capacity, and, no recourse shall be had for the payment of any moneys hereunder or the performance of any of the covenants and agreements of the County herein contained or for any claims based thereon against any member of the governing body of the County or any officer, attorney, agent, servant, or employee of the County.

Notwithstanding the fact that it is the intention of the Indemnified Parties hereto that none of them shall incur any pecuniary liability by reason of the terms of this Agreement, any related agreements or the undertakings required of the County hereunder by reason of the performance of any act requested of the County by any Company, including all claims, liabilities, or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if any Indemnified Party shall incur any such pecuniary liability, then in such event the Sponsor shall indemnify and hold them harmless against all claims by or on behalf of any Person, firm, or corporation or other legal entity 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, provided, however, that nothing herein shall absolve the Indemnified Parties from, or entitle the Indemnified Parties to indemnification from, any obligation such Indemnified Party has specifically agreed to undertake (including, without limitation, the obligation to place and maintain the Land within a multi-county park). If any action, suit, or proceeding is brought against any Indemnified Party to which such Indemnified Party is entitled to indemnification, such Indemnified Party shall promptly notify the Companies, and the Companies shall have the sole right and duty to assume, and shall assume, the defense thereof, at its expense, with full power to litigate, compromise, or settle the same in its sole discretion; provided the Companies shall obtain the prior written consent of the County to settle any such claim unless such claim is for monetary damages for which the Companies have the ability to, and do, pay. Notwithstanding the foregoing, if the Indemnified Party is the County, in the event the County reasonably believes there are defenses available to it that are not being pursued or that the counsel engaged by the Companies reasonably determines that a conflict of interest exists between the County and the Companies, the County may, in its sole discretion, hire independent counsel to pursue its own defense, and the Companies shall be liable for the reasonable cost of such counsel.

The indemnity specified in this Section shall be in addition to any heretofore extended by the Companies to any Indemnified Party and shall survive the termination of this Agreement with respect to liability arising out of any event or act occurring prior to such termination.

Section 8.04. Sponsors and Sponsor Affiliates. Sponsor may designate from time to time other Sponsors or Sponsor Affiliates pursuant to the provisions of Sections 12-44-30(19) or (20), respectively, and Section 12-44-130 of the Simplified FILOT Act, which Sponsors or Sponsor Affiliates shall be Persons who join with the Companies and make investments with respect to the Project, or who participate in the financing of such investments, who agree to be bound by the terms and provisions of this Agreement and who shall be Affiliates of Sponsor, Sponsor Affiliate or other Sponsors or Sponsor Affiliates, or other Persons described in Section 8.02 hereof. All other Sponsors or Sponsor Affiliates who otherwise meet the requirements of Section 12-44-30(19) or (20) and Section 12-44-130 of the Simplified FILOT Act must be approved by the County in writing. To the extent that the aggregate investment in the Project by the end of the Investment Period by all Sponsors and Sponsor Affiliates exceeds \$5,000,000, to the extent permitted by Section 12-44-30(19) of the Simplified FILOT Act, all investment by such Sponsors and Sponsor Affiliates during the Investment Period shall qualify for the FILOT pursuant to Section 5.01 of this Agreement (subject to the other conditions set forth therein) regardless of whether each such entity invested amounts equal to the Act Minimum Investment Requirement by the end of the Investment Period. Sponsor shall provide the County and the Department of Revenue with written notice of any other Sponsor or Sponsor Affiliate designated pursuant to this

Section 8.04 within ninety (90) days after the end of the calendar year during which any such Sponsor or Sponsor Affiliate has placed in service property to be used in connection with the Project and subject to the Negotiated FILOT Payment, all in accordance with Section 12-44-130(B) of the Simplified FILOT Act.

ARTICLE IX

FINANCING ARRANGEMENTS; CONVEYANCES; ASSIGNMENTS

Section 9.01. Conveyance of Liens and Interests; Assignment. Each Company may at any time: (a) transfer all or any of its rights and interests hereunder or with respect to the Project to any Person; or (b) enter into any lending, financing, security, or similar arrangement or succession of such arrangements with any financing entity with respect to the Agreement or the Project, including without limitation any sale, leaseback, or other financing lease arrangement; provided that, in connection with any of the foregoing transfers: (i) except in connection with any transfer to Sponsor, Sponsor Affiliate, or any other Affiliate of the Sponsor, including The Blythe Company (collectively, the “Related Entities”), or transfers pursuant to clause (b) above (as to which such transfers the County hereby consents), such Company shall first obtain the prior written consent or subsequent ratification of the County; (ii) except where 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 transferee or financing entity assumes in writing the obligations of such Company hereunder, or where the County consents in writing, no such transfer shall affect or reduce any of the obligations of such Company hereunder, but all obligations of such Company hereunder shall continue in full force and effect as the obligations of a principal and not of a guarantor or surety; (iii) such Company, transferee, or financing entity shall, within 60 days thereof, furnish or cause to be furnished to the County and the Department of Revenue a true and complete copy of any such transfer agreement; and (iv) such Company and the transferee shall comply with all other requirements of the Transfer Provisions.

Each Company acknowledges that such a transfer of an interest under this Agreement or in the Project may cause the Project to become ineligible for a Negotiated FILOT Payment or result in penalties under the Act absent compliance by the Companies with the Transfer Provisions.

Section 9.02. Relative Rights of County and Financing Entities as Secured Parties. The parties acknowledge the application of the provisions of Section 12-44-90 of the Act, and that the County’s right to receive FILOT Payments hereunder shall be the same as its rights conferred under Title 12, Chapter 49 and 54, among others, of the Code relating to the collection and enforcement of *ad valorem* property taxes. The County’s rights under this Agreement, except for its rights to receive FILOT Revenues, shall be subordinate to the rights of any secured party or parties under any financing arrangements undertaken by the Companies with respect to the Project pursuant to Section 9.01 hereof, such subordination to be effective without any additional action on the part of the County; provided, however, that the County hereby agrees, at the Companies’ expense, to execute such agreements, documents, and instruments as may be reasonably required by such secured party or parties to effectuate or document such subordination.

ARTICLE X

TERM; TERMINATION

Section 10.01. Term. Unless sooner terminated pursuant to the terms and provisions herein contained, this Agreement shall be and remain in full force and effect for a term commencing on the date on which the Companies execute this Agreement, and ending at midnight on the last day of the property tax year in which the last Negotiated FILOT Payment is due hereunder. The Project has a term of twenty years, as calculated pursuant to the respective dates when the relevant portions of the Project are placed in service, and as discussed in greater detail in this Agreement. The County's rights to receive indemnification and payment of Administration Expenses pursuant hereto shall survive the expiration or termination of this Agreement.

Section 10.02. Termination. The County and the Companies may agree to terminate this Agreement at any time, or the Sponsor may, at its option, terminate this Agreement at any time upon providing the County 30 days' notice of such termination, in which event the Project shall be subject to *ad valorem* taxes from the date of termination. In the event that this Agreement is terminated by the operation of this Section 10.02 at any time during the initial Investment Period prior to the Companies' meeting the Project Commitment, amounts due to the County as a result thereof, if any, shall be calculated as provided in Section 5.01(i) hereof. The County's rights to receive payment for such *ad valorem* taxes and its rights to enforce the terms of this Agreement shall survive termination of this Agreement.

ARTICLE XI

EVENTS OF DEFAULT AND REMEDIES

Section 11.01. Events of Default by Companies.

(a) Any one or more of the following events (herein called an "Event of Default", or collectively "Events of Default") shall constitute an Event of Default by the Companies:

(1) if default shall be made in the due and punctual payment of any FILOT Payments, indemnification payments, or Administration Expenses, which default shall not have been cured within 30 days following receipt of written notice thereof from the County; or

(2) if default shall be made by any Company in the due performance of or compliance with any of the terms hereof, including payment, other than those referred to in the foregoing paragraph (1), and such default shall continue for 90 days after the County shall have given the Companies written notice of such default, provided, such Company shall have such longer period of time as necessary to cure such default if such Company proceeds promptly to cure such default and thereafter to prosecute the curing of such default with due diligence; and provided further, that no Event of Default shall exist under this paragraph (2) during any period when there is pending, before any judicial or administrative tribunal having jurisdiction, any proceeding in which such Company has contested the occurrence of such default.

(b) The failure of the Companies to meet any Project Commitment set forth herein shall not be deemed to be an Event of Default under this Agreement.

Section 11.02. Remedies on Event of Default by Company. Upon the occurrence of any Event of Default, the County may exercise any of the following remedies, any of which may be exercised at any time during the periods permitted under the following clauses:

(a) terminate this Agreement by delivery of written notice to the Companies not less than 30 days prior to the termination date specified therein;

(b) have access to and inspect, examine, and make copies of the books, records, and accounts of the Companies pursuant to Section 4.02(c); or

(c) take whatever action at law or in equity as may appear necessary or desirable to collect the amounts then due and thereafter to become due or to enforce observance or performance of any covenant, condition, or agreement of the Companies under this Agreement.

Section 11.03. Default by County. Upon the default of the County in the performance of any of its obligations hereunder, any Company may take whatever action at law or in equity as may appear necessary or desirable to enforce its rights under this Agreement, including without limitation, a suit for mandamus or specific performance. Provided, however, that 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.

ARTICLE XII

MISCELLANEOUS

Section 12.01. Rights and Remedies Cumulative. Each right, power, and remedy of the County or of the Companies provided for in this Agreement shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Agreement or now or hereafter existing at law or in equity, in any jurisdiction where such rights, powers and remedies are sought to be enforced; and the exercise by the County or by the Companies of any one or more of the rights, powers or remedies provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by the County or by the Companies of any or all such other rights, powers or remedies.

Section 12.02. Successors and Assigns. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns as permitted hereunder.

Section 12.03. Intentionally Omitted.

Section 12.04. Administration Expenses.

(a) The Companies agree to reimburse the County from time to time for its Administration Expenses promptly upon written request therefore, but in no event later than thirty (30) days after receiving the written request from the County. The written request shall include a description of the nature of the Administration Expenses.

(b) The Companies agree to reimburse the County for expenses incurred by the County for accountants and similar experts used by the County in the computation, preparation and verification of the annual FILOT Payments and any special source revenue credits, *provided, however*, the maximum annual reimbursement pursuant to this subsection is capped at Five Hundred and No/100 dollars (\$500.00).

Section 12.05. Rules of Construction. The County and the Companies acknowledge and agree that each has been represented by legal counsel of its choice throughout the negotiation and drafting of this Agreement, that each has participated in the drafting hereof and that this Agreement will not be construed in favor of or against either party solely on the basis of such party's drafting or participation in the drafting of any portion of this Agreement.

Section 12.06. Notices; Demands; Requests. All notices, demands and requests to be given or made hereunder to or by the County or the Companies shall be in writing and shall be deemed to be properly given or made if sent by United States first class mail, postage prepaid or via facsimile or other commonly-used electronic transmission or reputable courier service, addressed as follows or to such other persons and places as may be designated in writing by such party.

(a) As to the County:

County of Lancaster, South Carolina
ATTN: Steve Willis, County Administrator
101 N. Main St. (29720)
P.O. Box 1809 (29721-1809)
Lancaster, South Carolina
Phone: (803) 416-9300
Email: swillis@lancastercountysc.net

With a copy to (which shall not constitute notice):

Mr. Jamie Gilbert
Economic Development Director, Lancaster County
P.O. Box 1809
Lancaster, South Carolina 29721
Telephone: (803) 286-3633
Fax: (803) 416-9497
Email: jgilbert@lancastercountysc.net

(b) As to the Sponsor:

Rhyno Partners BR Holdings, LLC
ATTN: E. Rhyne Davis
1111 Metropolitan Avenue, Suite 1070
Charlotte, North Carolina 28204
Telephone: (704) 219-9962
Email: rhyne@rhynopartners.com

With a copy, in each case, to (which shall not constitute notice):

Bradley T. Van Hoy, Esq.
Moore & Van Allen, PLLC
100 North Tryon Street, Suite 4700
Charlotte, North Carolina 28202
Phone: (704) 331-1000
Email: bradvanhoy@mvalaw.com

Section 12.07. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.

Section 12.08. Entire Understanding. This 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 Agreement or in certificates delivered in connection with the execution and delivery hereof.

Section 12.09. Severability. In the event that any clause or provision of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any of the remaining provisions hereof.

Section 12.10. Headings and Table of Contents; References. The headings of the Agreement and any Table of Contents annexed hereto are for convenience of reference only and shall not define or limit the provisions hereof or affect the meaning or interpretation hereof. All references in this Agreement to particular articles or Sections or paragraphs of this Agreement are references to the designated articles or Sections or paragraphs of this Agreement.

Section 12.11. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

Section 12.12. Amendments. Subject to the limitations set forth in the Act, this Agreement may be amended, or the rights and interest of the parties hereunder surrendered, only by a writing signed by both parties.

Section 12.13. Waiver. Either party may waive compliance by the other party with any term or condition of this Agreement only in a writing signed by the waiving party.

Section 12.14. Force Majeure. The Companies shall not be responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, labor shortages, fire, floods, inability to obtain materials, conditions arising from government orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond the Companies' reasonable control.

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

LANCASTER COUNTY, SOUTH CAROLINA

Steve Harper, Chair, County Council

Larry Honeycutt, Secretary, County Council

ATTEST:

Sherrie M. Simpson, Clerk to Council

RHYNO PARTNERS BR HOLDINGS, LLC

E. Rhyne Davis, Manager

EXHIBIT A

Land

Portion of Tax Map No. 0007-00-025.00.

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SPECIAL SOURCE REVENUE CREDIT AGREEMENT

This SPECIAL SOURCE REVENUE CREDIT AGREEMENT (the "Agreement") is made and entered into this 27th day of November, 2017 (the "Effective Date") by and between Lancaster County, South Carolina, a body politic and corporate and political subdivision of the State of South Carolina (the "County"), and The Blythe Company, LLC, a North Carolina limited liability company ("The Blythe Company").

WITNESSETH:

ARTICLE I RECITATION OF FACTS

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:

Section 1.01. Multi-County Park Act.

The County is authorized and empowered under and pursuant to the provisions of the Code of Laws of South Carolina 1976, as amended (the "Code"), specifically, Sections 4-1-170, 4-1-172, and 4-1-175 and Article VIII, Section 13(D) of the South Carolina Constitution, as amended through the date hereof (the "Multi-County Park Act"), to create or expand, in conjunction with one or more other counties, a multi-county business or industrial park in order to facilitate the economic development of the County, in part, through the use of special source revenue credits. The County and Chester County, South Carolina has established a multi-county park pursuant to the Multi-County Park Act and An Agreement for the Development of a Joint Industrial and Business Park, dated December 5, 2005, by and between the County and Chester County, South Carolina, which was authorized and approved by the County by passage of Ordinance No. 701, and Chester County, South Carolina, by passage of Ordinance No. 12-05-05-1 (the "Multi-County Park").

Section 1.02. Special Source Revenue Credit Act.

The County is authorized and empowered under and pursuant to the provisions of Section 4-1-175 of Multi-County Park Act (the "Special Source Revenue Credit Act"), to provide for special source revenue credits against the payments in lieu of taxes pursuant to Multi-County Park Act for property located in a multi-county industrial park in order to provide infrastructure serving the County or a project, and for improved or unimproved real estate and personal property including machinery and equipment used in the operation of a manufacturing or commercial enterprise in order to enhance the economic development of the County.

Section 1.03. Investment and Job Creation.

Rhyno Partners BR Holdings, LLC (the "Sponsor") is committed to the investment of at least \$2,500,000 in the County with respect to certain real estate and real property improvements (the "Project") pursuant to that certain Fee Agreement dated as of November 27, 2017 between the County and the Sponsor (the "Fee Agreement"). The Blythe Company, an affiliate of the

Sponsor, plans to lease the Project from the Sponsor in order to operate a sales, research and development, and distribution facility (the "Facility"). In operating the Facility, The Blythe Company proposes to invest in additional personal property (the "Additional Investment"), and to create at least twenty-one (21) New Full-Time Jobs (as defined in the Fee Agreement) for the Project in satisfaction of the Jobs Commitment (as defined in the Fee Agreement) on behalf of the Sponsor.

Section 1.04. Request for Special Source Revenue Credits.

The Blythe Company has requested the County to provide special source revenue credits (the "Special Source Revenue Credits") pursuant to the Special Source Revenue Credit Act for the purpose of financing a portion of the cost of designing, acquiring, constructing, improving, or expanding (a) the infrastructure serving the County or the Project or (b) for improved or unimproved real estate and personal property including machinery and equipment used in the operation of a manufacturing or commercial enterprise ("Reimbursable Expenditures"), all as more fully set forth in this Agreement.

Section 1.05. Approval of Special Source Revenue Credits.

The County has given due consideration to the economic development impact of the Project and Facility and, pursuant to Ordinance No. 2017-1479 enacted on November 27, 2017 (the "Ordinance"), the County Council (the "County Council") approved this Agreement which provides special source revenue credits to The Blythe Company.

ARTICLE II
SPECIAL SOURCE REVENUE CREDITS

Section 2.01. Multi-County Park Status.

The County agrees to maintain the Land (as that term is defined in the Fee Agreement) in the Multi-County Park until a date that is no sooner than the date this Agreement is terminated. If it becomes necessary to move the Land from one multi-county park to another prior to the termination of this Agreement, the County agrees to use its best efforts to place the Land in a multi-county park established pursuant to the Multi-County Park Act and to maintain the multi-county park designation until the date this Agreement is terminated. The parties acknowledge and agree that the County's agreement to place and maintain the Land in a multi-county park may be subject to the exercise of discretion by a governmental entity other than the County and the exercise of that discretion is not controlled by the County.

Section 2.02. Special Source Revenue Credits.

a. Pursuant to the Special Source Revenue Credit Act, the County agrees to provide Special Source Revenue Credits to reimburse The Blythe Company for a portion of the cost of Reimbursable Expenditures in an amount equal to fifty percent (50%) of the annual amount payable by The Blythe Company as payments in lieu of taxes pursuant to the Multi-County Park

Act to the County due with respect to the Additional Investment for the first five (5) consecutive years in which such payments are required to be made.

b. Notwithstanding anything in this Agreement to the contrary, The Blythe Company is entitled to a special source revenue credit only to the extent that, as of the date that a special source revenue credit is to be applied, the total cost of the Reimbursable Expenditures is at least equal to the aggregate amount of any special source revenue credit previously provided and the amount of the special source revenue credit to be provided for the year in question. Upon request of the County, The Blythe Company shall provide documentation to the County reflecting the cost of the Reimbursable Expenditures.

Section 2.03. Reduction of Credits.

a. The Blythe Company agrees that a portion of the Special Source Revenue Credits for a year shall be reduced to the extent that the Jobs Commitment under the Fee Agreement is not met in the prior year. The reduction of the Special Source Revenue Credit required by this Agreement shall be computed and applied in the same manner as the reduction in the special source revenue credit provided in the Fee Agreement is computed and applied.

b. The Blythe Company acknowledges and agrees that the County's obligation to provide the Special Source Revenue Credits ends, and this Agreement is terminated, if (i) the investment in the Project in land, buildings, and personal property, including machinery and equipment, by Sponsor does not exceed Two Million Five Hundred Thousand Dollars (\$2,500,000.00) by the end of the Investment Period (as defined in the Fee Agreement), or (ii) the Facility ceases operations. For purposes of this subsection, "ceases operations" means permanent closure of the facility. The Blythe Company agrees that if this Agreement is terminated pursuant to this subsection, then under no circumstance shall the County be required to refund or pay any monies to The Blythe Company.

Section 2.04. Obligation of County.

This Agreement imposes no obligation on the County for the payment of money. Any obligation which may be imposed on the County by this Agreement does not and shall never constitute an indebtedness of the County within the meaning of any state constitutional provision or statutory limitation and shall never create a pecuniary liability of the County or a charge upon its general credit or against its taxing powers.

Section 2.05 Pecuniary Liability.

No breach by the County of this Agreement shall result in the imposition of any pecuniary liability upon the County or any charge upon its general credit or against its taxing power.

ARTICLE III GENERAL PROVISIONS

Section 3.01. Assignment.

The County agrees that, to the maximum extent permitted by the Special Source Revenue Credit Act, The Blythe Company may assign (including, without limitation, absolute, collateral, and other assignments) all or a part of its rights or obligations under this Agreement, or any other agreement related hereto, or transfer any and all assets of The Blythe Company, to the Sponsor or one or more other Related Entities (as defined in the Fee Agreement) without adversely affecting the benefits of The Blythe Company or its assignees pursuant to any such agreement or the Special Source Revenue Credit Act. Any such assignment or transfer to one or more entities other than the Sponsor or a Related Entity must be approved in advance or subsequently ratified by the County.

Section 3.02. Right to Inspect; Confidential Information.

a. The Blythe Company agrees that the County and its authorized agents have the right at all reasonable times and upon prior reasonable notice to enter upon and examine and inspect the Project and Facility and to have access to and examine and inspect all of The Blythe Company's books and records pertaining to the Project and the Facility. The right of examination and inspection shall be exercised only upon reasonable and necessary terms and conditions prescribed by The Blythe Company to protect The Blythe Company's confidentiality and proprietary rights. Any such entrance upon and examination and inspection of the Project and Facility shall be at the County's expense.

b. The County acknowledges and understands that The Blythe Company may have and maintain at the Project and Facility certain confidential and proprietary information, including, but not limited to, trade secrets, financial, sales or other information concerning the The Blythe Company's operations and processes ("Confidential Information") and that any disclosure of the Confidential Information could result in substantial harm to The Blythe Company and could have a significant detrimental impact on The Blythe Company's employees and also upon the County. Except as required by law, including, without limitation, court orders, the County agrees to use its best reasonable efforts to keep confidential, and to cause employees, agents and representatives of the County to keep confidential, the Confidential Information which may be obtained from The Blythe Company, their agents or representatives, when the Confidential Information is clearly marked and identified as Confidential Information and known to the County to be Confidential Information. The County shall not knowingly and willfully disclose and shall cause all employees, agents and representatives of the County not to knowingly and willfully disclose the marked and identified Confidential Information to any person or entity other than in accordance with the terms of this Agreement. If a demand is made for the release, under color of law, to a third party of any Confidential Information, the County shall notify The Blythe Company and give The Blythe Company the opportunity to contest the release.

Section 3.03. Amendments and Termination.

The Blythe Company and the County may amend or terminate this Agreement from time to time by subsequent mutual written agreement as may be permitted under the Special Source Revenue Credit Act.

Section 3.04. Severability.

In the event and to the extent (and only to the extent) that any provision or any part of a provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or any provision or part of a provision of this Agreement.

Section 3.05. Headings.

The headings and captions contained in this Agreement are included for convenience only and shall not be considered a part of this Agreement or affect in any manner the construction or interpretation of this Agreement.

Section 3.06. Waiver.

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

Section 3.07. Counterparts.

This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures hereto and thereto were upon the same instrument.

Section 3.08. Representations and Warranties of County.

The County represents and warrants that: (i) it is a body politic and corporate and a political subdivision of the State; (ii) it is authorized by the Multi-County Park Act and the Special Source Revenue Credit Act (collectively, the “Acts”) to enter into this Agreement; (iii) it has approved this Agreement in accordance with the procedural requirements of the Acts and any other applicable state law; and (iv) it has authorized its officials to execute and deliver this Agreement.

Section 3.09. Representations and Warranties of The Blythe Company.

The Blythe Company represents and warrants that it: (i) is a limited liability company, validly existing and in good standing under the laws of North Carolina; (ii) is authorized to do business in South Carolina; (iii) has all requisite power to enter into this Agreement; and (iv) by proper action has duly authorized the execution and delivery of this Agreement.

Section 3.10. Indemnification.

The Blythe Company releases the County, including the members of the governing body of the County, and the employees, officers, attorneys and agents of the County (herein collectively referred to as the “Indemnified Parties”) from, agrees that the Indemnified Parties shall not be liable for, and agrees to hold the Indemnified Parties harmless against, any loss or damage to property or any injury to or death of any person that may be occasioned by any cause whatsoever pertaining to this Agreement, the Project, the Facility, or the use thereof, except for that occasioned by grossly negligent or intentional acts of an Indemnified Party. The Blythe Company further agrees to indemnify and save harmless Indemnified Parties against and from any and all costs, liabilities, expenses, and claims arising from any breach or default on the part of The Blythe Company in the performance of any covenant or agreement on the part of The Blythe Company to be performed pursuant to the terms of this Agreement or arising from any act or negligence of, or negligent failure to act where there is a duty to do so by The Blythe Company, or any of their agents, attorneys, contractors, servants, employees, or licensees, and from and against all cost, liability, and expenses incurred in or in connection with any such claim or action or proceeding brought thereon.

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 not of any member of the County Council or any officer, agent, attorney, servant, or employee of the County in his or her individual capacity, and, no recourse shall be had for the payment of any moneys hereunder or the performance of any of the covenants and agreements of the County herein contained or for any claims based thereon against any member of the governing body of the County or any officer, attorney, agent, servant, or employee of the County.

Notwithstanding the fact that it is the intention of the Indemnified Parties hereto that none of them shall incur any pecuniary liability by reason of the terms of this Agreement, any related agreements or the undertakings required of the County hereunder by reason of the performance of any act requested of the County by The Blythe Company, including all claims, liabilities, or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if any Indemnified Party shall incur any such pecuniary liability, then in such event The Blythe Company shall indemnify and hold them harmless against all claims by or on behalf of any person, firm, or corporation or other legal entity 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, provided, however, that nothing herein shall absolve the Indemnified Parties from, or entitle the Indemnified Parties to indemnification from, any obligation such Indemnified Party has specifically agreed to undertake (including, without limitation, the obligation to place and maintain the Land within a multi-county park). If any action, suit, or proceeding is brought against any Indemnified Party to which such Indemnified Party is entitled to indemnification, such Indemnified Party shall promptly notify The Blythe Company, and The Blythe Company shall have the sole right and duty to assume, and shall assume, the defense thereof, at its expense, with full power to litigate, compromise, or settle the same in its sole discretion; provided The Blythe Company shall obtain the prior written consent

of the County to settle any such claim unless such claim is for monetary damages for which The Blythe Company has the ability to, and does, pay. Notwithstanding the foregoing, if the Indemnified Party is the County, in the event the County reasonably believes there are defenses available to it that are not being pursued or that the counsel engaged by The Blythe Company reasonably determines that a conflict of interest exists between the County and The Blythe Company, the County may, in its sole discretion, hire independent counsel to pursue its own defense, and The Blythe Company shall be liable for the reasonable cost of such counsel.

The indemnity specified in this section shall be in addition to any heretofore extended by The Blythe Company to any Indemnified Party and shall survive the termination of this Agreement with respect to liability arising out of any event or act occurring prior to such termination.

Section 3.11. Administration Expense.

a. The Blythe Company agrees to reimburse the County from time to time for its Administration Expenses promptly upon written request therefore, but in no event later than thirty (30) days after receiving the written request from the County. The written request shall include a description of the nature of the Administration Expenses. As used in this section, "Administration Expenses" means the reasonable and necessary out-of-pocket expenses, including attorneys' fees, incurred by the County with respect to: (i) the preparation, review, approval and execution of this Agreement, (ii) the preparation, review, approval and execution of other documents related to this Agreement and any multi-county park documents; and (iii) the fulfillment of its obligations under this Agreement and any multi-county park documents.

b. The Blythe Company agrees to reimburse the County for expenses incurred by the County for accountants and similar experts used by the County in the computation, preparation and verification of the annual special source revenue credits, *provided, however*, the maximum annual reimbursement pursuant to this subsection is capped at Five Hundred and No/100 dollars (\$500.00).

Section 3.12. Participation in Drafting.

The Blythe Company and County acknowledge and agree that each has been represented by legal counsel of its choice throughout the negotiation and drafting of this Agreement, that each has participated in the drafting hereof and that this Agreement will not be construed in favor of or against either party solely on the basis of such party's drafting or participation in the drafting of any portion of this Agreement.

Section 3.13. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of South Carolina.

Section 3.14. Entire Understanding.

This 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 Agreement or in certificates delivered in connection with the execution and delivery hereof.

Lancaster County, South Carolina, acting pursuant to an ordinance of its County Council, has caused its name to be hereunto subscribed, and The Blythe Company, LLC has caused its name to be subscribed hereto, by their duly authorized officers, all as of the Effective Date.

LANCASTER COUNTY, SOUTH CAROLINA

Steve Harper, Chair, County Council

Larry Honeycutt, Secretary, County Council

ATTEST:

Sherrie M. Simpson, Clerk to Council

THE BLYTHE COMPANY, LLC

E. Rhyne Davis, Manager

STATE OF SOUTH CAROLINA

)

)

COUNTY OF LANCASTER

)

ORDINANCE NO. 2017-1477

AN ORDINANCE

TO AUTHORIZE THE EXECUTION AND DELIVERY OF A SPECIAL SOURCE REVENUE CREDIT AGREEMENT BY AND BETWEEN LANCASTER COUNTY AND UNIQUE USA, INC., PROVIDING FOR, AMONG OTHER THINGS, SPECIAL SOURCE REVENUE CREDITS; TO EXPRESS THE INTENTION OF COUNCIL TO PROVIDE MONIES TO THE ECONOMIC DEVELOPMENT FUND.

Be it ordained by the Council of Lancaster County, South Carolina:

Section 1. Findings.

The Council finds that:

(a) Lancaster County, South Carolina (the "County") acting by and through its County Council (the "Council") is authorized and empowered pursuant to the provisions of Sections 4-1-175, 4-29-68 and 12-44-70, Code of Laws of South Carolina 1976, as amended (the "SSRC Law"), to enter into agreements to provide special source revenue credits for the purpose of defraying the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County and for improved and unimproved real estate and personal property, including machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise in order to enhance the economic development of the County;

(b) Unique USA, Inc., a South Carolina corporation, on its own or together with one or more of its subsidiaries, affiliates, successors, assigns, sponsors, lessors, and others (collectively, the "Company") has recently located a facility in the County and the Company intends to invest additional capital and create additional jobs at the facility (the "Project"), provided that approvals of various incentives contemplated for the Project are formalized by the State and/or County;

(c) the Project is anticipated to result in an investment of approximately \$4,000,000 in personal property and improvements to the existing real property and approximately 300 jobs of which at least 80 will be full-time jobs that meet the County's criteria for incentives;

(d) pursuant to Resolution No. 0963-R2017, adopted June 26, 2017, the Council approved an Inducement Resolution providing for, among other things, the agreement of the County to enter into an agreement to provide special source revenue credits;

(e) the Company has caused to be prepared and presented to the Council the form of the Special Source Revenue Credit Agreement between the County and the Company (the "Credit Agreement"), which provides for special source revenue credits; and

(f) it appears that the Credit Agreement, which is attached to this ordinance, is in appropriate form and is an appropriate instrument to be executed and delivered by the County for the purposes intended.

Section 2. Approval of Credit Agreement.

Subject to the provisions of Section 4 of this ordinance, and, in order to promote industry, develop trade, and utilize and employ the manpower, products, and natural resources of the State by assisting the Company to expand or locate an industrial facility in the State, the Credit Agreement is hereby authorized, ratified, and approved.

Section 3. Statutory Findings.

Council makes the following additional findings:

(a) The County's actions herein will subserve the purposes and in all respects conform to the provisions and requirements of the SSRC Law.

(b) The Project and the payments in lieu of taxes referenced herein are beneficial to the County, and the County has evaluated the Project based upon all criteria prescribed by law, including the anticipated dollar amount and nature of the investment to be made.

(c) 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.

(d) The Project gives rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either.

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

(f) The inducement of the location or expansion of the Project within the County and State is of paramount importance.

(g) The benefits of the Project to the public will be greater than the costs to the public.

Section 4. Approval and Execution of Credit Agreement.

The form, terms, and provisions of the Credit Agreement, attached hereto as Exhibit A, are approved, and all of the terms, provisions, and conditions thereof are incorporated herein by reference as if the Credit Agreement was set out in this ordinance in its entirety. The Council Chair and Council Secretary are authorized, empowered, and directed to execute and acknowledge the Credit Agreement in the name of and on behalf of the County, and thereupon to cause the Credit Agreement to be delivered to the Company. The Credit Agreement is to be in substantially the form as attached to this ordinance and hereby approved, with such changes therein as shall not be materially adverse to the County and as shall be approved by the officials of the County executing the same, upon the advice of counsel to the County, such officer's execution thereof to constitute conclusive evidence of such officer's approval of any and all changes or revisions therein from the form of the Credit Agreement attached to this ordinance.

Section 5. Economic Development Fund.

(A) Council finds that (i) by passage of Ordinance No. 2014-1260, Council created an Economic Development Fund with the intent to make monies available to the fund from new revenues to the County derived from new and expanded businesses and industry, and (ii) the ability to make monies available to the Economic Development Fund can be difficult because of complexities and legalities applicable to fee-in-lieu of tax arrangements and multi-county parks.

(B) It is the intent of Council, in the annual County budget, to appropriate monies to the Economic Development Fund based on the new revenue that the County receives pursuant to the Credit Agreement. Specifically, it is Council's intent to appropriate from the General Fund of the County an amount based on the following formula: Seven percent (7%) times the amount of money received pursuant to the Credit Agreement by the County after distribution to other taxing entities in the most recently completed tax year.

Section 6. Authority to Act.

The Council Chair, Council Secretary, Clerk to Council, County Administrator, County Attorney and all other appropriate officials of the County are authorized and directed to do any and all things necessary to effect the execution and delivery of the Credit Agreement and the performance of all obligations of the County under and pursuant to the Credit Agreement.

Section 7. Severability.

If any section, subsection or clause of this ordinance is held to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections and clauses shall not be affected.

Section 8. Controlling Provisions.

To the extent this ordinance contains provisions that conflict with provisions contained elsewhere in the Lancaster County Code or other County ordinances, resolutions or orders, the provisions contained in this ordinance supersede all other provisions and this ordinance is controlling.

Section 9. Effective Date.

This ordinance is effective upon Third Reading.

SIGNATURES FOLLOW ON NEXT PAGE.

AND IT IS SO ORDAINED

Dated this _____ day of _____, 2017.

LANCASTER COUNTY, SOUTH CAROLINA

Steve Harper, Chair, County Council

Larry Honeycutt, Secretary, County Council

ATTEST:

Sherrie Simpson, Clerk to Council

First Reading:	October 9, 2017	Passed 7-0
Second Reading:	October 23, 2017	Passed 7-0
Public Hearing:	November 13, 2017	
Third Reading:	November 13, 2017	

Exhibit A to Ordinance No. 2017-1477

**Special Source Revenue Credit Agreement
Lancaster County, South Carolina and Unique USA, Inc.**

See attached.

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SPECIAL SOURCE REVENUE CREDIT AGREEMENT

BETWEEN

LANCASTER COUNTY, SOUTH CAROLINA

AND

UNIQUE USA, INC.

DATED
AS OF
NOVEMBER 13, 2017

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SPECIAL SOURCE REVENUE CREDIT AGREEMENT

This SPECIAL SOURCE REVENUE CREDIT AGREEMENT (this “Agreement”) is made and entered into as of November 13, 2017 (“Effective Date”), by and between LANCASTER COUNTY, SOUTH CAROLINA (the “County”), a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its County Council (the “County Council”) as governing body of the County; and UNIQUE USA, INC., a South Carolina corporation (the “Company”).

RECITALS

WHEREAS, the County is authorized by Section 4-1-170 of the Code of Laws of South Carolina 1976, as amended and Article VIII, Section 13(D) of the South Carolina Constitution (the “MCP Laws”) and by Sections 4-1-175, 4-29-68 and 12-44-70, Code of Laws of South Carolina 1976, as amended (the “SSRC Law”) (collectively, the MCP Laws and SSRC Law are referred to as the “Acts”) to (i) create multi-county industrial parks in partnership with contiguous counties; (ii) include the property of eligible companies within such parks as an inducement to locate within the County, which inclusion under the terms of the MCP Laws makes such property exempt from *ad valorem* property taxes, therefore changing the character of the annual receipts from such properties from *ad valorem* property taxes to fees-in-lieu of *ad valorem* property taxes; and (iii) grant an annual tax credit against such fee-in-lieu of tax receipts in order to assist a company in paying the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the property of any company located within such multi-county industrial parks or for improved or unimproved real estate used in the operation of a commercial enterprise located within such multi-county parks in order to enhance the economic development of the County;

WHEREAS, as authorized by the MCP Laws, the County and Chesterfield County have entered into an Amended and Restated Master Multi-County Park Agreement, Amended and Restated as of November 9, 2015 (the “Master Park Agreement”);

WHEREAS, the Master Park Agreement includes the Company’s property located at 793 Fort Mill Highway (Tax Map No. 0007-00-008.00) (the “Land”);

WHEREAS, pursuant to Resolution No. 0963-R2017, adopted on June 26, 2017 (the “Inducement Resolution”), the County committed to (i) provide for special source revenue credits against the fee-in-lieu of *ad valorem* tax payments to be made by the Company, and (ii) locate the Company’s Land in an MCP Park;

WHEREAS, the Company has committed to employ not less than eighty (80) Qualified Full-Time Jobs (as defined below) in connection with the Project (as defined below).

AGREEMENT

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

ARTICLE I RULES OF CONSTRUCTION; DEFINITIONS

SECTION 1.1 *Rules of Construction; Use of Defined Terms.* Unless the context clearly indicates otherwise, in this Agreement words and terms defined in Section 1.2 hereof are used with the meanings ascribed thereto.

SECTION 1.2 *Definitions.*

“Acts” has the meaning set forth in the Recitals.

“Administrative Expenses” has the meaning set forth in Section 9.12 of this Agreement.

“Agreement” means this Special Source Revenue Credit Agreement dated as of November 13, 2017, between the County and the Company.

“Company” means Unique USA, Inc., a South Carolina corporation, and its successors and assigns.

“County Council” means the governing body of the County.

“County” means Lancaster County, South Carolina, a body politic and corporate and a political subdivision of the State, and its successors and assigns.

“Documents” means the Ordinance and this Agreement.

“Equipment” means all machinery, apparatus, equipment, fixtures, office facilities, furnishings and other personal property located on or at the Real Property to the extent such property becomes a part of the Project under this Agreement.

“Event of Default” means any Event of Default specified in Section 7.1 of this Agreement.

“Improvements” means improvements to the Real Property together with any and all additions, accessions, replacements and substitutions thereto or therefor, and all fixtures now or hereafter attached thereto.

“Inducement Resolution” has the meaning set forth in the Recitals.

“Infrastructure Improvements” means, in accordance with the Acts, the designing, acquiring, constructing, improving or expanding the infrastructure serving the County and for improved or unimproved real estate, buildings and structural components of buildings, including

upfits, and personal property, including machinery and equipment, used in the operation of the Project, and the costs thereof.

“Jobs Commitment” means the commitment of the Company to create Qualified Full-Time Jobs with respect to the Project as set forth in Section 4.3(a) of this Agreement.

“Land” has the meaning set forth in the Recitals.

“Master Park Agreement” has the meaning set forth in the Recitals.

“MCP Laws” has the meaning set forth in the Recitals.

“Ordinance” means Ordinance No. 2017-1477, enacted by the County Council on November 13, 2017, authorizing and approving this Agreement.

“Park” means the multi-county park jointly developed by the County and Chesterfield County, South Carolina pursuant to the Master Park Agreement, or a successor multi-county park established pursuant to the MCP Laws.

“Payments-in-Lieu-of-Taxes” means the payments to be made by the Company pursuant to Section 4.1 of this Agreement.

“Project” means the Equipment, Improvements, and Real Property owned by the Company and located on or at the Land.

“Qualified Full-Time Job” means a full-time job (*i.e.*, at least thirty (30) hours per week) at the facility, with health care benefits. As used in this definition and as applicable to the Project, “Qualified Full-Time Job” includes only those jobs employed for the Project.

“Real Property” means the Land together with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto; all Improvements now or hereafter situated thereon; and all fixtures now or hereafter attached thereto.

“SCDOR” means the South Carolina Department of Revenue and any successor thereto.

“Special Source Revenue Credit” or **“SSRC”** has the meaning set forth in Section 4.2 of this Agreement.

“State” means the State of South Carolina.

“Wage Requirement” means Seventeen Dollars and Forty-Seven Cents (\$17.47) per hour.

SECTION 1.3 Amended Agreements and Documents. Unless the context clearly indicates otherwise, any reference to any agreement or document in this Article or otherwise in this Agreement shall be deemed to include any and all amendments, supplements, addenda and modifications to such agreement or document.

ARTICLE II LIMITATION OF LIABILITY

SECTION 2.1 *Limitation of Liability.* This Agreement imposes no obligation on the County for the payment of money. Any obligation which may be imposed on the County by this Agreement does not and shall never constitute an indebtedness of the County within the meaning of any state constitutional provision or statutory limitation and shall never create a pecuniary liability of the County or a charge upon its general credit or against its taxing powers.

ARTICLE III REPRESENTATIONS AND COVENANTS

SECTION 3.1 *Representations of the County.* The County represents that (i) it is a body politic and corporate and a political subdivision of the State, (ii) it is authorized by the Acts to enter into this Agreement, (iii) it has approved this Agreement in accordance with the procedural requirements of the Acts and any other applicable state law, and (iv) it has authorized its officials to execute and deliver this Agreement.

SECTION 3.2 *Covenants by the County.* The County covenants with the Company to maintain the Land in the Park for so long as the Company receives Special Source Revenue Credits pursuant to this Agreement.

SECTION 3.3 *Representations of the Company.* The Company represents that (i) it is a limited liability company organized, validly existing, and in good standing under the laws of the State, (ii) it has the power to enter into this Agreement, (iii) it has by proper action approved this Agreement, and (iv) it has authorized its officials to execute and deliver this Agreement.

ARTICLE IV PAYMENTS-IN-LIEU-OF-TAXES; SPECIAL SOURCE REVENUE CREDIT; TERM

SECTION 4.1 *Payments-in-Lieu-of-Taxes.*

(a) The parties acknowledge that under the MCP Laws, the Project is exempt from *ad valorem* property taxes. However, the Company shall be required to make annual Payments-in-Lieu-of-Taxes with respect to the Project in an amount equal to what such *ad valorem* property taxes would be if the Project were not located in the Park, less the Special Source Revenue Credit that is provided in Section 4.2. The Payments-in-Lieu-of-Taxes to be made by the Company under this Agreement shall be calculated in the same manner as *ad valorem* taxes. The collection and enforcement of the Payments-in-Lieu of Taxes shall be as provided in Section 12-2-90, Code of Laws of South Carolina 1976, as amended.

(b) Further, pursuant to the Acts as existing on the date of this Agreement, if the Company removes or disposes of Equipment from the Project during the term of this Agreement and has claimed a Special Source Revenue Credit against its Payments-in-Lieu-of-Taxes based upon such Equipment, then the Company is required to continue to make Payments-in-Lieu-of-Taxes on the

removed Equipment for the two years immediately following the year in which the Company removes the Equipment from the Project. The amount of the Payments-in-Lieu-of-Taxes due on the removed Equipment under the Acts is equal to the Payment-in-Lieu-of-Taxes due on the Equipment for the year in which the Company removes or disposes of the Equipment. If the Company replaces the Equipment with qualifying replacement property, as defined in the Acts, then the removed Equipment is deemed not to have been removed from the Project. Notwithstanding anything in this subsection to the contrary, the Company shall be required to make the Payments-in-Lieu-of-Taxes required in this subsection only if and to the extent that the Acts so require at the time that the Equipment in question is removed or disposed of.

SECTION 4.2 *Special Source Revenue Credit.*

(a) The Company, for the first five (5) years of the Project, shall receive a Special Source Revenue Credit equal to fifty percent (50%) of the Payments-in-Lieu-of-Taxes on all investment in the Project in personal property, including, but not limited to, machinery, equipment and building improvements, *provided, however*, this Special Source Revenue Credit does not apply to personal property that has been subject to *ad valorem* property tax in the County prior to the date of the Inducement Resolution.

(b) The Company, for the first ten (10) years of the Project, shall receive a Special Source Revenue Credit equal to twenty-five percent (25%) of the Payments-in-Lieu-of-Taxes on all investment in the Project in real property, *provided, however*, this Special Source Revenue Credit applies to real property that has been subject to *ad valorem* property tax in the County prior to the date of the Inducement Resolution.

(c) Notwithstanding anything in this Agreement to the contrary, the Company is entitled to an SSRC only to the extent that, as of the date that an SSRC is to be applied, the total cost of the Infrastructure Improvements is at least equal to the aggregate amount of any SSRC previously provided and the amount of the SSRC to be provided for the year in question. Upon request of the County, the Company shall provide documentation to the County reflecting the cost of the Infrastructure Improvements.

SECTION 4.3 *Performance Requirements.*

(a) For the Project, the Company agrees and commits to the employment of the number of Qualified Full-Time Jobs, paying an average hourly wage rate not less than the Wage Requirement, by year as follows: (i) to have employed in Qualified Full-Time Jobs an average of not less than thirty (30) for each month after the month in which the Company begins operation of the Project in the calendar year ending December 31, 2017, (ii) to have employed in Qualified Full-Time Jobs an average of not less than fifty (50) during the twelve month period ending December 31, 2018, (iii) to have employed in Qualified Full-Time Jobs an average of not less than seventy (70) during the twelve month period ending December 31, 2019, and (iv) to have employed in Qualified Full-Time Jobs an average of not less than eighty (80) during the twelve month period ending December 31, 2020, and each twelve month period thereafter in which the Company is receiving a special source revenue credit pursuant to Section 4.2 of this Agreement. The number

of Qualified Full-Time Jobs shall be based on the average number of Qualified Full-Time Jobs for each month during the year.

(b) Company agrees, as soon as reasonably practicable following the end of each tax year of the Company, to submit to the County Economic Development Director a certification on Company letterhead listing the aggregate number of Qualified Full-Time Jobs maintained by the Company at the end of such tax year.

(c) For purposes of determining compliance with the Jobs Commitment, Company agrees to provide to the County Economic Development Director, in January of each year, a copy of all of Company's filings with the State (if required to file by the State) for the preceding calendar year of: (i) reports submitted to the South Carolina Coordinating Council for Economic Development with respect to any Job Development Credits awarded in connection with the Project, (ii) Department of Revenue Form SC SCH. TC 4 (New Jobs Credit), and (iii) South Carolina Department of Employment and Workforce quarterly contribution and wage reports (such as Form UCE 120). Company agrees to redact any personally identifying information and proprietary and confidential information prior to submitting any form to the County Economic Development Director. In lieu of providing any of the forms specifically identified in this subsection, Company and the County Economic Development Director may agree on an alternative method for the Company to demonstrate compliance with the Jobs Commitment.

(d) Company agrees that the Special Source Revenue Credits for a year shall be reduced to the extent that the Company fails to meet the Jobs Commitment in the prior year, in a percentage amount equal to (A) the amount by which the number of jobs satisfying the Jobs Commitment at the Project at the end of such year is less than the number of jobs contained in the Jobs Commitment for such year, *divided by* (B) the number of jobs contained in the Jobs Commitment for such year. For example, and by way of example only, if, for the twelve month period ending December 31, 2020, the Jobs Commitment number is 70 jobs satisfying the Jobs Commitments, the actual number of jobs satisfying the Jobs Commitment is 60, and the Special Source Revenue Credit to which the Company would otherwise be entitled for the next twelve month period is Fifty Thousand Dollars (\$50,000.00), then the reduction of the Special Source Revenue Credit pursuant to this subsection (d) would be calculated as follows:

Jobs Commitment for period ending December 31, 2020: 70 Qualified Full-Time Jobs

Jobs Maintained for period ending December 31, 2020: 60 Qualified Full-Time Jobs

Special Source Revenue Credit reduction for period ending December 31, 2021:

$$[70 - 60] / 70 = 10 / 70 = 14.29\%$$

$$14.29\% \times \$50,000.00 = \$7,145.00$$

As an additional example, and by way of example only, if, for the period ending December 31, 2024, the Jobs Commitment provides for the maintenance of not less than 80 jobs satisfying the

Jobs Commitment, the actual number jobs satisfying the Jobs Commitment is 60, and the Special Source Revenue Credit to which the Company would otherwise be entitled for the period ending December 31, 2025 is twenty five thousand dollars (\$25,000.00), then the reduction of the Special Source Revenue Credit pursuant to this subsection (d) would be calculated as follows:

Jobs Commitment for period ending December 31, 2024: 80 Qualified Full-Time Jobs

Jobs Maintained for period ending December 31, 2024: 60 Qualified Full-Time Jobs

Special Source Revenue Credit reduction for period ending December 31, 2025:

$$[80 - 60] / 80 = 20 / 80 = 25\%$$

$$25\% \times \$25,000.00: \$6,250.00$$

(e) Notwithstanding any other provision of this Agreement, Company acknowledges and agrees that County's obligation to provide the Special Source Revenue Credits ends, and this Agreement is terminated, if the Company ceases operations. For purposes of this Section 4.3(e), "cease operations" means permanent closure of the facility. Company agrees that if this Agreement is terminated pursuant to this Section 4.3(e), that under no circumstance shall the County be required to refund or pay any monies to Company.

SECTION 4.4 Term. The term of this Agreement shall be from the effective date of this Agreement until December 31, 2028 unless earlier terminated pursuant to Section 4.3(e) hereof or pursuant to the exercise by the Company of its option to terminate pursuant to Section 8.1 hereof.

ARTICLE V EFFECTIVE DATE

SECTION 5.1 Effective Date. This Agreement shall become effective as of the date first written above.

ARTICLE VI SPECIAL COVENANTS

SECTION 6.1 Confidential Information.

(a) The Company agrees that the County and its authorized agents have the right at all reasonable times and upon prior reasonable notice to enter upon and examine and inspect the Project and to have access to and examine and inspect all the Company's books and records pertaining to the Project. The right of examination and inspection shall be exercised only upon reasonable and necessary terms and conditions prescribed by the Company to protect the Company's confidentiality and proprietary rights.

(b) The County acknowledges and understands that the Company may have and maintain at the Project certain confidential and proprietary information, including, but not limited to, trade secrets, financial, sales or other information concerning the Company's operations and processes ("Confidential Information") and that any disclosure of the Confidential Information could result in substantial harm to the Company and could have a significant detrimental impact on the Company's employees and also upon the County. Except as required by law, including, without limitation, court orders, the County agrees to use its best reasonable efforts to keep confidential, and to cause employees, agents and representatives of the County to keep confidential, the Confidential Information which may be obtained from the Company, its agents or representatives, when the Confidential Information is clearly marked and identified as Confidential Information and known to the County to be Confidential Information. The County shall not knowingly and willfully disclose and shall cause all employees, agents and representatives of the County not to knowingly and willfully disclose the marked and identified Confidential Information to any person or entity other than in accordance with the terms of this Agreement. If a demand is made for the release, under color of law, to a third party of any Confidential Information, the County shall notify the Company and give the Company the opportunity to contest the release.

SECTION 6.2 *Indemnification Covenants.*

(a) The Company shall and agrees to hold the County and its County Council members, officers, agents and employees harmless from all pecuniary liability based upon those reasons set forth in subsection (b) below. Such indemnification obligation shall survive any termination of this Agreement.

(b) Notwithstanding the fact that it is the intention of the parties that neither the County nor any of its County Council members, officers, agents and employees shall incur any pecuniary liability to any third party (i) by reason of the terms of this Agreement or the undertakings of the County required hereunder, (ii) by reason of the performance of any act in connection with the entering into and performance of the transactions described in the Documents, or (iii) by reason of the condition or operation of the Project, including claims, liabilities or losses arising in connection with the violation of any statutes or regulations, if the County or any of its County Council members, officers, agents or employees should incur any such pecuniary liability, then, in that event the Company shall indemnify and hold harmless the County and its County Council members, officers, agents and employees against all pecuniary 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. The provisions of this Section 6.2 shall survive any termination of this Agreement.

(c) Notwithstanding the foregoing, the Company shall not be obligated to indemnify the County or any of its individual members, officers, agents and employees for expenses, claims, losses or damages arising from the intentional or willful misconduct or negligence of the County or any of its individual officers, agents or employees.

SECTION 6.3 *Assignment.* With the County's consent, which shall not be unreasonably withheld, any or all of the Company's interest in the Project and/or this Agreement may be

transferred or assigned by the Company or any assignee to any other entity, without the termination of the benefits provided in this Agreement. The County hereby expressly consents to any such transfer or assignment by the Company to any Company affiliate. The County agrees that the County Council can provide any required consent by a resolution of County Council.

ARTICLE VII EVENTS OF DEFAULT AND REMEDIES

SECTION 7.1 *Events of Default Defined.* The occurrence of any one or more of the following events shall be an "Event of Default" under this Agreement:

(a) If the Company shall fail to make any Payment-in-Lieu-of-Taxes or payment of any other amount required under this Agreement and such failure shall continue for 30 days after receiving written notice of default from the County; or

(b) If the Company shall fail to observe or perform any covenant, condition, or agreement required herein to be observed or performed by the Company (other than as referred to in subsection (a) above), and such failure shall continue for a period of 30 days after written notice of default has been given to the Company by the County; *provided, that*, if, by reason of "*force majeure*", as hereinafter defined, the Company is unable in whole or in part to carry out any such covenant, condition, or agreement or if it takes longer than 30 days to cure such default and the Company is diligently attempting to cure such default during such period, there shall be no Event of Default during such inability. The term "*force majeure*" as used herein shall mean circumstances not reasonably within the control of the parties, such as, without limitation, acts of God, strikes, lockouts or other industrial disturbances; war; acts of public enemies; mobilization or military conscription on a large scale; order of any kind of the government of the United States or any State, or any civil or military authority other than the County Council; insurrections; riots; landslides; earthquakes; fires; lightning; storms; droughts; floods; requisitions, confiscation, or commandeering of property; fuel restrictions; general shortages of transport, goods, or energy; or

(c) If any material representation or warranty on the part of the Company or the County made in the Documents, or in any report, certificate, financial or other statement furnished in connection with the Documents or the transactions described in the Documents shall have been false or misleading in any material respect.

SECTION 7.2 *Remedies on Default.* Whenever any Event of Default by the Company shall have happened and be subsisting, the County may terminate this Agreement and/or take whatever action at law or in equity may appear legally required or necessary or desirable to collect any payments then due. As set forth in Section 8.1 hereof, the Company may terminate this Agreement at any time upon providing 30 days' notice to the County, without regard to any Event of Default. Although the parties acknowledge that the Project is exempt from *ad valorem* taxes, the County and any other taxing entity affected thereby may, without limiting the generality of the foregoing, enforce the collection of the Payments-in-Lieu of Taxes as provided in Section 12-2-90, Code of Laws of South Carolina 1976, as amended, and exercise the remedies provided by general law (Title 12, Chapter 49) and the laws relating to the enforced collection of taxes, and

shall have a first priority lien status as provided in the Acts and Chapters 4 and 54 of Title 12, Code of Laws of South Carolina 1976, as amended.

SECTION 7.3 *No Remedy Exclusive.* No remedy herein conferred upon or reserved to the County or Company is intended to be exclusive of any other available remedy or remedies, but in each and every instance such remedy shall be cumulative and shall be in addition to every other remedy given under the Documents or now or hereafter existing at law or in equity or by statute. Unless otherwise provided herein or in the other Documents, no delay or omission to exercise any right or power shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

SECTION 7.4 *No Additional Waiver Implied by One Waiver.* In the event any warranty, covenant or agreement contained in this Agreement should be breached by the Company or the County and thereafter waived by the other party to this Agreement, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach.

SECTION 7.5 *Default by County.* Upon the default of the County in the performance of any of its obligations hereunder, the Company may take whatever action at law or in equity as may appear necessary or desirable to enforce its rights under this Agreement, including without limitation a suit for mandamus or specific performance.

ARTICLE VIII COMPANY OPTION TO TERMINATE

SECTION 8.1 *Company Option to Terminate.* From time to time (including without limitation any time during which there may be subsisting an Event of Default) and at any time upon at least 30 days' notice, the Company may terminate this Agreement with respect to the entire Project or any portion thereof. Upon termination of all or part of this Agreement, the Company will become liable, prospectively but not retroactively, for *ad valorem* property taxes on the Project or such portion thereof as is so terminated from inclusion in the Project, as well as for any amounts already due and owing under this Agreement, which latter amounts, if any, shall be paid to the County with the next installment of Payments-in-Lieu-of-Taxes pursuant to Section 4.1, or, if the termination is of the entire Project, then within 120 days of termination. The Company agrees that if this Agreement is terminated pursuant to this Section 8.1, that under no circumstance shall the County be required to refund or pay any monies to the Company.

ARTICLE IX MISCELLANEOUS

SECTION 9.1 *Notices.* All notices, approvals, consents, requests and other communications hereunder shall be in writing and may be delivered personally, or may be sent by certified mail, return receipt requested, to the following addresses, unless the parties are subsequently notified of any change of address in accordance with this Section 9.1:

If to the Company:

Mr. Johnny Nassri
Unique USA, Inc.
C/O Chester Warehouse
104 Williamson Street
Fort Mill, SC 29715
Email: johnnynassri@gmail.com

With a copy to:

Charles S. Bradford
Charles S. Bradford, P.A.
4 E. Liberty Street (street address)
P.O. Box 977 (mailing address)
York, SC 29745
Phone: (803) 684-4888
Facsimile: (803) 684-4488
Email: charles@csblawfirm.com

To the County:

County of Lancaster, South Carolina
ATTN: Steve Willis, County Administrator
101 N. Main St. (29720)
P.O. Box 1809 (29721-1809)
Lancaster, South Carolina
Phone: (803) 416-9300
Email: swillis@lancastercountysc.net

With a copy to (which shall not constitute notice):

Mr. Jamie Gilbert
Economic Development Director, Lancaster County
P.O. Box 1809
Lancaster, South Carolina 29721
Telephone: (803) 286-3633
Fax: (803) 416-9497
Email: jgilbert@lancastercountysc.net

Any notice shall be deemed to have been received as follows: (1) by personal delivery, upon receipt; or (2) by certified mail, three (3) business days after delivery to the U.S. Postal authorities by the party serving notice.

SECTION 9.2 *Binding Effect.* This Agreement shall inure to the benefit of and shall be binding upon the County and the Company and their respective successors and assigns.

SECTION 9.3 *Rescission and Severability.* In the event that the Acts or the Special Source Revenue Credit arrangement described in Article IV hereof is determined to be invalid in its entirety, the parties hereby agree that except as the final judicial decision may otherwise require, the Company shall be entitled to retain any benefits received under or pursuant to this Agreement; otherwise, in the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, that decision shall not invalidate or render unenforceable any other provision of this Agreement, unless that decision destroys the basis for the transaction, in which event, at the expense and sole discretion of the Company, the parties shall in good faith attempt to preserve, to the maximum extent possible, the benefits provided and to be provided to the Company hereunder by either restructuring or reconstituting this Agreement under any then applicable law.

SECTION 9.4 *Fiscal Year.* If the Company's fiscal year changes in the future, the timing of the requirements set forth in this Agreement shall, as appropriate, be automatically revised accordingly, to the extent allowed by law.

SECTION 9.5 *Amendments, Changes and Modifications.* Except as otherwise provided in this Agreement, this Agreement may not be amended, changed, modified, altered or terminated without the written consent of the County and the Company. To the maximum extent allowed by law, any County consent, including specifically and without limitation any County consent referred to in this Agreement, may be provided by a resolution of County Council.

SECTION 9.6 *Execution of Counterparts.* This Agreement may be executed in several counterparts, each of which shall constitute an original instrument.

SECTION 9.7 *Law Governing Construction of Agreement.* The laws of South Carolina shall govern the construction of this Agreement.

SECTION 9.8 *Filings.* The Company shall cause a copy of this Agreement to be filed with the County Auditor, the County Assessor and SCDOR within thirty (30) days after the date of execution and delivery hereof.

SECTION 9.9 *Filing of Reports and Certifications.* Each year during the term of this Agreement, the Company shall deliver to the County Auditor, the County Assessor, the County Treasurer, and the County Economic Development Director a copy of its most recent annual filings with the SCDOR with respect to the Project, not later than 30 days following delivery thereof to the SCDOR.

SECTION 9.10 *Headings.* The headings of the articles and sections of this Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Agreement.

SECTION 9.11 *Further Assurance.* From time to time the County agrees to execute and deliver to the Company such additional instruments as the Company may reasonably request to effectuate the purposes of this Agreement.

SECTION 9.12 *Administrative Expenses* (a) Company agrees to reimburse the County from time to time for its Administrative Expenses promptly upon written request therefore, but in no event later than thirty (30) days after receiving the written request from the County. The written request shall include a description of the nature of the Administrative Expenses. As used in this section, "Administrative Expenses" means the reasonable and necessary out-of-pocket expenses, including attorneys' fees, incurred by the County with respect to (i) the preparation, review, approval and execution of this Agreement, (ii) the preparation, review, approval and execution of any related multi-county park documents, (iii) the preparation, review, approval and execution of other documents related to the Agreement and multi-county park documents, and (iv) the fulfillment of its obligations under this Agreement and any multi-county park documents, and in the implementation and administration of the terms and provisions of the documents after the date of execution thereof.

(b) In addition to the reimbursement of Administrative Expenses as provided in subsection (a) of this section, the Company agrees to reimburse the County for expenses incurred by the County for accountants and similar experts used by the County in the computation, preparation and verification of the annual Payment in Lieu of Taxes and any special source revenue credits, *provided, however*, the maximum annual reimbursement pursuant to this subsection is capped at five hundred dollars (\$500.00).

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IN WITNESS WHEREOF, LANCASTER COUNTY, SOUTH CAROLINA, and
UNIQUE USA, INC., pursuant to due authority, have duly executed this Special Source Revenue
Credit Agreement, all as of November 13, 2017.

LANCASTER COUNTY, SOUTH CAROLINA

By: _____
Steve Harper, Chair, County Council

Larry Honeycutt, Secretary, County Council

ATTEST:

Sherrie Simpson, Clerk to Council

UNIQUE USA, INC.

By: _____

Name: _____

Title: _____

The Lancaster News

701 North White Street
PO Box 640
Lancaster, SC 29721
803-283-1133

NOTICE OF PUBLIC HEARING Lancaster County Council

A public hearing has been scheduled by the Lancaster County Council for Monday, November 13, 2017, at 6:00 p.m. in the Lancaster County Council Chambers, second floor, County Administration Building, 101 North Main Street, Lancaster, South Carolina, or at such other location in or around the complex posted at the main entrance. The purpose of the public hearing is to receive public comment on Ordinance No. 2017-1477, an ordinance titled "AN ORDINANCE TO AUTHORIZE THE EXECUTION AND DELIVERY OF A SPECIAL SOURCE REVENUE CREDIT AGREEMENT BY AND BETWEEN LANCASTER COUNTY AND UNIQUE USA, INC., PROVIDING FOR, AMONG OTHER THINGS, SPECIAL SOURCE REVENUE CREDITS; TO EXPRESS THE INTENTION OF COUNCIL TO PROVIDE MONIES TO THE ECONOMIC DEVELOPMENT FUND." At the public hearing and any adjournment of it, all interested persons may be heard either in person or by their designee.

This is to certify that the attached Legal Notice was published in The Lancaster News in the issue of *October 22, 2017*.

Berita G. Gumb

Notary Public of South Carolina

My Commission Expires
January 13, 2021.

STATE OF SOUTH CAROLINA

)

ORDINANCE NO. 2017-1480

COUNTY OF LANCASTER

)

)

AN ORDINANCE

TO APPROVE A FIFTH AMENDMENT TO THE AGREEMENT FOR THE DEVELOPMENT OF A JOINT INDUSTRIAL AND BUSINESS PARK DATED AS OF DECEMBER 1, 2008 BETWEEN THE COUNTY AND CHESTER COUNTY SO AS TO REMOVE CERTAIN PROPERTY PREVIOUSLY ADDED TO THE PARK AGREEMENT.

Be it ordained by the Council of Lancaster County, South Carolina:

Section 1. Findings and determinations.

(A) The Council finds and determines that:

(1) pursuant to Article VIII, Section 13(D) of the South Carolina Constitution, Lancaster County, South Carolina ("Lancaster County") and Chester County, South Carolina ("Chester County") (collectively, the "Counties") entered into that certain Agreement for the Development of a Joint Industrial and Business Park (the "Park") dated as of December 1, 2008 (the "Original Park Agreement"), as amended by that certain First Amendment to the Agreement for the Development of a Joint Industrial and Business Park dated as of December 7, 2009 (the "First Amendment"), that certain Second Amendment to the Agreement for the Development of a Joint Industrial and Business Park dated as of November 30, 2010 (the "Second Amendment"), that certain Third Amendment to the Agreement for the Development of a Joint Industrial and Business Park dated as of December 9, 2013 (the "Third Amendment"), and that certain Fourth Amendment to the Agreement for the Development of a Joint Industrial and Business Park dated as of September 26, 2016 (the "Fourth Amendment") (the Original Park Agreement, as amended by the First Amendment, the Second Amendment, the Third Amendment, and the Fourth Amendment referred to herein as the "Park Agreement"), which included within the Park certain property of Haile Gold Mine, Inc. (the "Company") and OceanaGold Exploration (Carolina) Inc. ("OceanaGold"), all to be used in connection with the Company's and OceanaGold's anticipated investments in Lancaster County (the "Project");

(2) pursuant to the Second Amendment, the Counties agreed to include in the Original Park Agreement, as amended by the First Amendment, certain properties identified in Schedule I of the Second Amendment as the Stroud (Charles) Tract;

(3) the Company and OceanaGold have requested the Counties, by way of a Fifth Amendment to the Agreement for the Development of a Joint Industrial and Business Park, attached to this ordinance as Exhibit A and incorporated herein as if the exhibit were set out in this ordinance in its entirety (the "Fifth Amendment"), to remove the Stroud (Charles) Tract from the Park Agreement.

(B) It is the purpose of this ordinance, in reliance on the information submitted by the Company and OceanaGold, to provide for the County's approval, execution and delivery of the Fifth Amendment.

Section 2. Approval of Fifth Amendment.

Council authorizes and approves the Fifth Amendment to remove the Stroud (Charles) Tract from the Park Agreement.

Section 3. Form of Documents.

The form of the Fifth Amendment is to be in substantially the form of the document attached to this ordinance and with such changes therein as shall not be materially adverse to the County and as shall be approved by the officials of the County executing the same, upon the advice of counsel to the County, such officer's execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the document attached to this ordinance.

Section 4. Officials Authorized to Act.

The Council Chair and Council Secretary are authorized, empowered and directed, in the name of and on behalf of Lancaster County, to execute, acknowledge, and deliver the Fifth Amendment. The authority of the Council Chair and Council Secretary includes the authority to execute other documents and to do all things necessary to effectuate the purposes of this ordinance. The Clerk to Council is authorized to attest the execution of the Fifth Amendment and any other documents executed to effectuate the purposes of this ordinance.

Section 5. Severability.

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

Section 6. Conflicting Provisions.

To the extent this ordinance contains provisions that conflict with provisions contained elsewhere in the Lancaster County Code or in any orders, resolutions, ordinances, and parts thereof, the provisions contained in this ordinance supersede all other provisions and this ordinance is controlling.

Section 7. Effective Date.

This ordinance is effective upon Third Reading.

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AND IT IS SO ORDAINED

Dated this _____ day of _____, 2017.

LANCASTER COUNTY, SOUTH CAROLINA

Steve Harper, Chair, County Council,

Larry Honeycutt, Secretary, County Council

ATTEST:

Sherrie Simpson, Clerk to Council

First Reading:	October 23, 2017	Passed 6-0-1
Second Reading:	November 13, 2017	
Public Hearing:	November 27, 2017	(Tentative)
Third Reading:	November 27, 2017	(Tentative)

EXHIBIT A to Ordinance No. 2017-1480

**FIFTH AMENDMENT TO THE AGREEMENT FOR THE DEVELOPMENT
OF A JOINT INDUSTRIAL AND BUSINESS PARK**

See attached.

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WITNESS our hands and seals, effective as of the day first above written.

LANCASTER COUNTY, SOUTH CAROLINA

Steve Harper, Chair, County Council

ATTEST:

Larry Honeycutt, Secretary, County Council

Sherrie Simpson, Clerk to Council

CHESTER COUNTY, SOUTH CAROLINA

K. Shane Stuart, Chair, County Council

ATTEST:

Karen Lee, Clerk to County Council

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FIFTH AMENDMENT TO THE PARK AGREEMENT

SCHEDULE I

The Stroud (Charles) Tract, as previously added to Exhibit A – Lancaster County Properties of the Park Agreement pursuant to Schedule I of the Second Amendment to the Park Agreement, is removed from the Park Agreement. The Stroud (Charles) Tract is identified in the Second Amendment by the following legal description and tax map number:

Stroud (Charles) Tract:

ALL that certain piece, parcel or tract of land, lying being and situate in Flat Creek Township, Lancaster County, South Carolina, containing .75 acres as shown on plat entitled "Property Survey" prepared for Haile Gold Mine Inc., by Holland Surveyors, LLC, dated September 22, 2010, and recorded in the Office of the Register of Deeds for Lancaster County in Plat Book 2010, page 430; and having such metes, bounds, courses and distances as shown on said plat.

Being all of the same property conveyed to Charles R. Stroud and Marcie B. Stroud, for and during their lifetime, and at the death of both unto Daniel Ray Stroud, Karen S. Bowers and Tammy S. Croxton, by deed of Charles R. Stroud and Marcie B. Stroud, dated May 12, 2003 and recorded May 12, 2003 in Book 194, page 272. Daniel Ray Stroud is deceased and his sole heirs now holding his remainder interest are his children Joshua Ray Stroud and Bailey Braxton Stroud.

TMS No.: 0118-00-060.00

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Agenda Item Summary

Ordinance # 2017-1482 (RZ-017-027)
Contact Person / Sponsor: Andy Rowe
Department: Planning
Date Requested to be on Agenda: 11/13/17

Issue for Consideration:

This is a rezoning application of Barbara Goins to rezone \pm 0.33 acres from MDR, Medium Density Residential District to MH, Manufactured Home District. The applicant wants to place a manufactured home on the property.

Points to Consider:

The property consists of \pm 0.33 acres and is currently vacant. It is located at the northwest corner of Pinta Dr. and Santa Barbara Dr. Ten years ago the property site contained a manufactured home.

The adjacent properties are all zoned MH, Manufactured Home District and MDR, Medium Density Residential. There are a significant number of manufactured homes in the general area located along Santa Barbara Dr. and Pinta Dr. There are 4 separate adjacent properties that contain manufactured homes.

The facts and findings of this report show that the property is designated as Transitional on the Future Land Use map. Transitional contains a mix of uses but does not differentiate between site built and manufactured homes. As stated above there are four manufactured homes located adjacent to the subject property. There are a mix of site built and manufactured homes in the area and as shown in exhibit 3, Pinta Drive north of this point is currently zoned for Manufactured Housing. Santa Barbara Drive is primarily zoned MDR which does not allow for new manufactured homes but there are a number of manufactured homes that are currently located there. Water and sewer is also currently accessible on the subject property.

Funding and Liability Factors:

N/A

Council Options:

To approve or deny the rezoning request.

Recommendation:

At the Lancaster County Planning Commission meeting on Tuesday, October 17, 2017 the Commission voted to **APPROVE** the rezoning application of Lancaster County by a vote of (6-0). No citizens signed up to speak on this rezoning case. The complete staff report can be located on www.mylancastercsc.org -Click on Planning and go to 2017 Agendas.

STATE OF SOUTH CAROLINA

)

ORDINANCE NO. 2017-1482

COUNTY OF LANCASTER

)

)

AN ORDINANCE

TO AMEND THE OFFICIAL ZONING MAP OF LANCASTER COUNTY SO AS TO REZONE PROPERTY LOCATED AT 2115 PINTA DRIVE FROM MDR, MEDIUM DENSITY RESIDENTIAL DISTRICT TO MH, MANUFACTURED HOME DISTRICT.

Be it ordained by the Council of Lancaster County, South Carolina:

Section 1. Findings and Determinations.

The Council finds and determines that:

(a) Barbra Goins applied to rezone property located at 2115 Pinta Drive from MDR, Medium Density Residential District, to MH, Manufactured Home District.

(b) On October 17, 2017, the Lancaster County Planning Commission held a public hearing on the proposed rezoning and, by a vote of (6-0), recommended approval of the rezoning.

Section 2. Rezoning.

The Official Zoning Map is amended by changing the zoning district classification from MDR, Medium Density Residential District to MH, Manufactured Home District for the following property as identified by tax map number or other appropriate identifier:

Tax Map No. 0103D-0C-023.00

Section 3. Severability.

If any section, subsection or clause of this ordinance is held to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections and clauses shall not be affected.

Section 4. Conflicting Provisions.

To the extent this ordinance contains provisions that conflict with provisions contained elsewhere in the Lancaster County Code or other County ordinances, the provisions contained in this ordinance supersede all other provisions and this ordinance is controlling.

Section 5. Effective Date.

This ordinance is effective upon Third Reading.

AND IT IS SO ORDAINED

Dated this _____ day of _____, 2017.

LANCASTER COUNTY, SOUTH CAROLINA

Steve Harper, Chair, County Council

Larry Honeycutt, Secretary, County Council

ATTEST:

Sherrie Simpson, Clerk to Council

First Reading:	November 13, 2017	
Second Reading:	November 27, 2017	(Tentative)
Third Reading:	December 11, 2017	(Tentative)

Date of 1st Reading: 11-13-17
__ Approved __ Denied __ No Action

Date of 2nd Reading: 11-27-17
__ Approved __ Denied __ No Action

Date of 3rd Reading: 12-11-17
__ Approved __ Denied __ No Action

PLANNING STAFF REPORT: RZ-017-027

I. FACTS

A. GENERAL INFORMATION

Proposal: This is a rezoning application of Barbara Goins to rezone \pm 0.33 acres from MDR, Medium Density Residential District to MH, Manufactured Home District. The applicant wants to place a manufactured home on the property.

Property Location: The property is located at 2115 Pinta Drive.

Legal Description: TMS # 0103D-0C-023.00

Zoning Classification: Current: MDR, Medium Density Residential District

Voting District: District 2, Charlene McGriff

B. SITE INFORMATION

Site Description: The property consists of \pm 0.33 acres and is currently vacant. It is located at the northwest corner of Pinta Dr. and Santa Barbara Dr. Ten years ago the property site contained a manufactured home.

C. VICINITY DATA

Surrounding Conditions: The adjacent properties are all zoned MH, Manufactured Home District and MDR, Medium Density Residential. There are a significant number of manufactured homes in the general area located along Santa Barbara Dr. and Pinta Dr. There are 4 separate adjacent properties that contain manufactured homes.

D. EXHIBITS

1. Rezoning Application
2. Location Map
3. Zoning Map
4. Future Land Use Map
5. Tax Inquiry Sheet

II. FINDINGS

CODE CONSIDERATIONS

MDR, The Medium Density Residential District, is established to maintain previously developed or approved single-family residential subdivisions and their related recreational, religious, and educational facilities at a density of 2.5 dwelling units per acre. Intended to act as a transitional zoning district between rural and urban development, these regulations are further intended to discourage any use which

Date of 1st Reading: 11-13-17
__ Approved __ Denied __ No Action

Date of 2nd Reading: 11-27-17
__ Approved __ Denied __ No Action

Date of 3rd Reading: 12-11-17
__ Approved __ Denied __ No Action

would be detrimental to the predominately residential nature of the areas included within the district.

MH, The Manufactured Home District, accommodates manufactured homes in a variety of settings, including manufactured home parks, manufactured home subdivisions, and a single-lot mobile home district.

III. CONCLUSIONS

The facts and findings of this report show that the property is designated as Transitional on the Future Land Use map. Transitional contains a mix of uses but does not differentiate between site built and manufactured homes. As stated above there are four manufactured homes located adjacent to the subject property. There are a mix of site built and manufactured homes in the area and as shown in exhibit 3, Pinta Drive north of this point is currently zoned for Manufactured Housing. Santa Barbara Drive is primarily zoned MDR which does not allow for new manufactured homes but there are a number of manufactured homes that are currently located there. Water and sewer is also currently accessible on the subject property.

IV. RECOMMENDATION:

It is therefore the recommendation of the planning staff that the rezoning request for the property located at 2115 Pinta Drive be approved. This is primarily due to the amount of manufactured homes in the area and the fact that adjacent property is currently zoned MH, Manufactured Home District.

V. RECOMMENDATION FROM PLANNING COMMISSION MEETING:

At the Lancaster County Planning Commission meeting on Tuesday, October 17, 2017 the Commission voted to **approve** the rezoning application of Barbra Goins by a vote of (6-0). No citizens signed up to speak on this rezoning case.

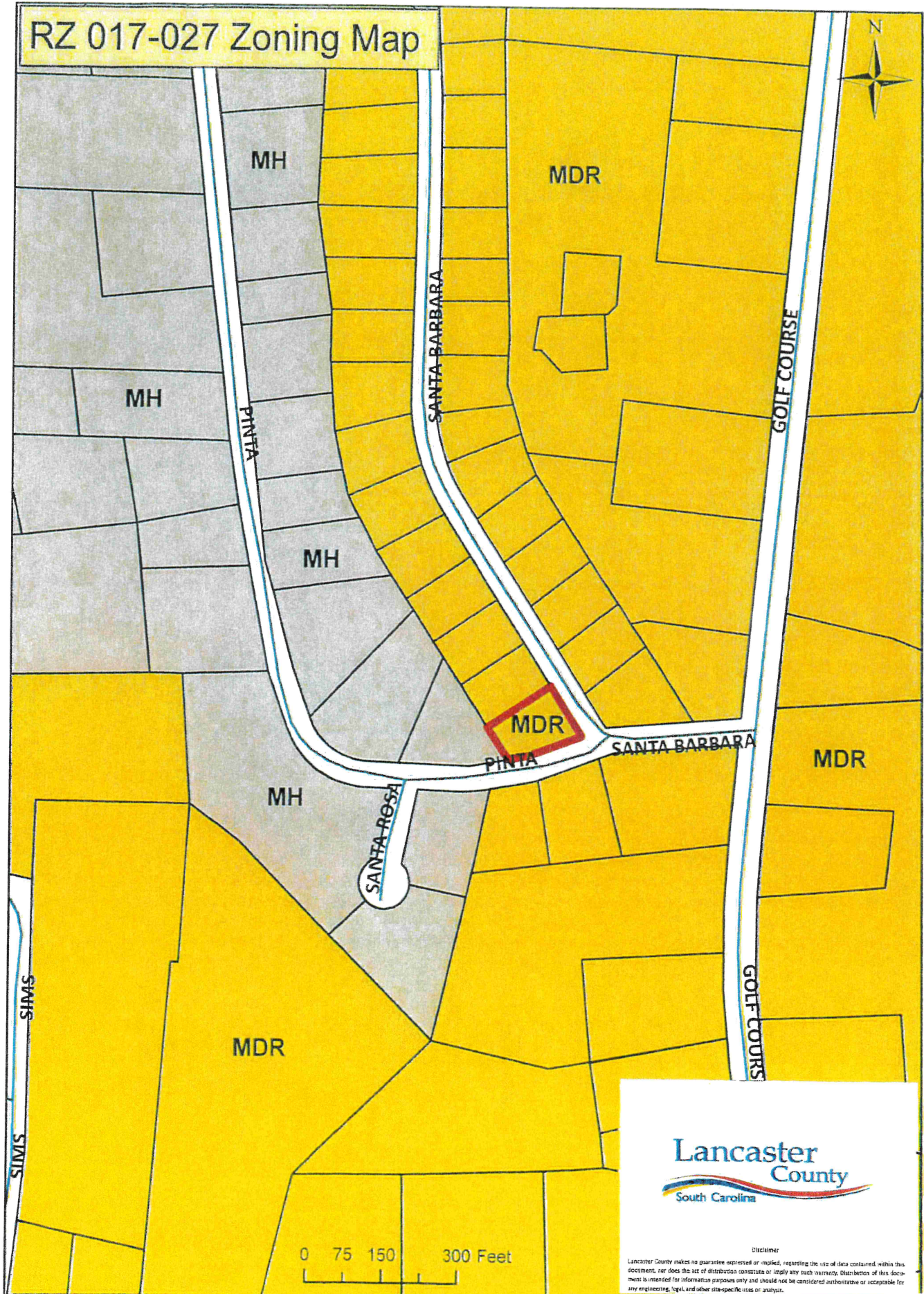
RZ 017-027 Aerial Map



Lancaster
County
South Carolina

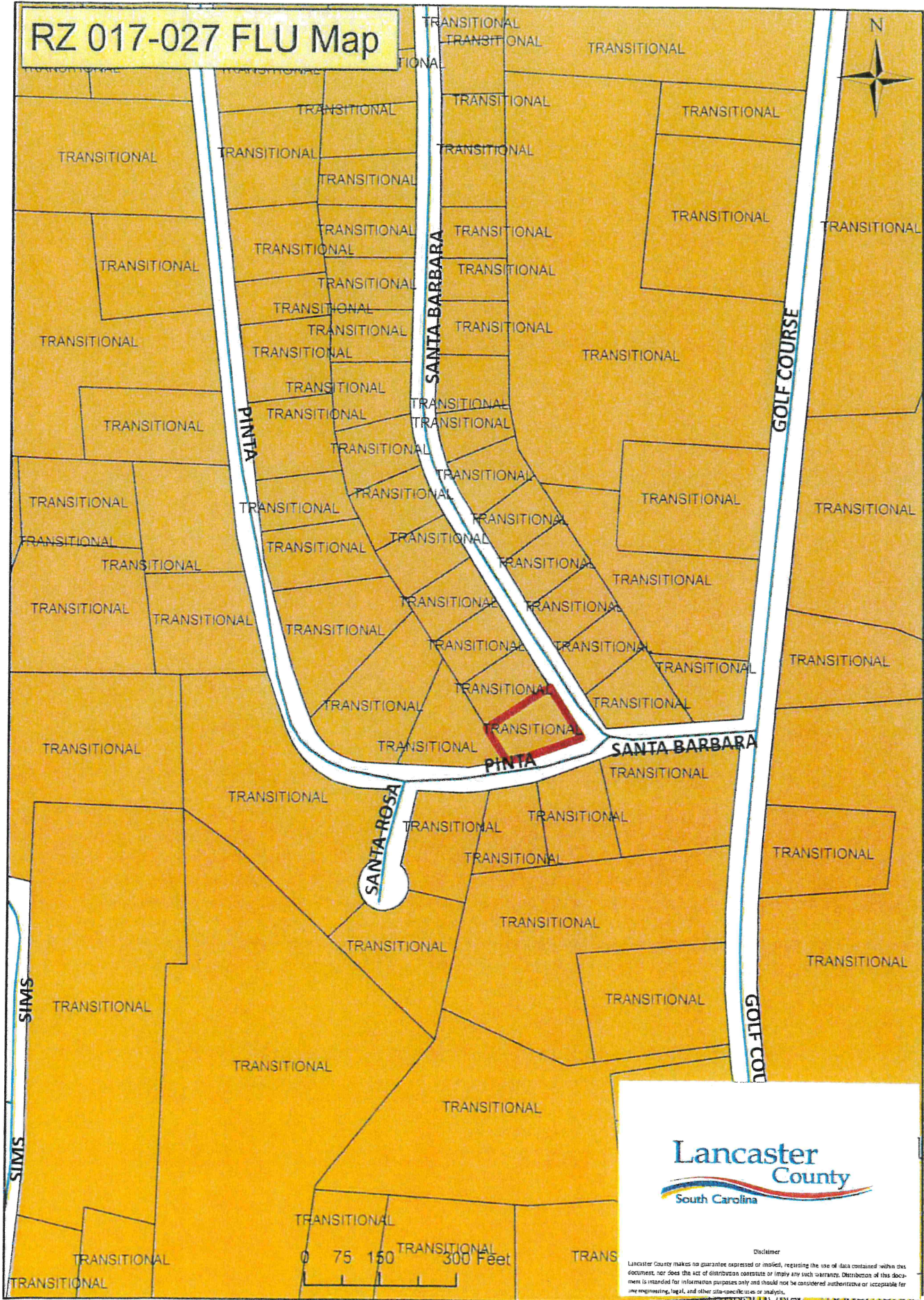
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RZ 017-027 Zoning Map



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RZ 017-027 FLU Map



Lancaster County
South Carolina

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Agenda Item Summary

Ordinance # 2017-1483 (RZ-017-028)

Contact Person / Sponsor: Andy Rowe

Department: Planning

Date Requested to be on Agenda: 11/13/17

Issue for Consideration:

This is a rezoning application of Lancaster County to rezone \pm 2.77 acres from RR, Rural Residential District to RUB, Rural Business District. This is in order to correct an error on the zoning map.

Points to Consider:

The adjacent properties are zoned RUB, Rural Business, RR, Rural Residential, and AR, Agricultural Residential. Hinson's Trading Post is located across the street from the subject property. There is a manufactured home and a few site built houses in the immediate area.

The facts and findings of this report show that the property is designated as Rural Living on the Future Land Use map. Rural Living is a community type that includes a variety of residential types, from farmhouses, to large acreage rural family dwellings, to ecologically-minded "conservation subdivisions" whose aim is to preserve open landscape, and traditional buildings, often with a mixture of residential and commercial uses that populate crossroads in countryside locations. This is defined by the *Lancaster County Comprehensive Plan 2014-2024*.

This property was formerly zoned R-45B under the previous Unified Development Ordinance and Zoning Map that was repealed on November 28, 2016. The R-45B district allowed for commercial uses such as a convenience store. Hinson's Trading Post located directly across the street was correctly transitioned from R-45B to Rural Business but unfortunately this property was not due to a County error. As stated in the code considerations of this report the Rural Business District, is specifically "established for rural crossroads that represent the small nodes of commercial activity along rural highways."

Funding and Liability Factors:

N/A

Council Options:

To approve or deny the rezoning request.

Recommendation:

At the Lancaster County Planning Commission meeting on Tuesday, October 17, 2017 the Commission voted to **APPROVE** the rezoning application of Lancaster County by a vote of (6-0). No citizens signed up to speak on this rezoning case. The complete staff report can be located on www.mylancastercsc.org -Click on Planning and go to 2017 Agendas.

STATE OF SOUTH CAROLINA

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ORDINANCE NO. 2017-1483

COUNTY OF LANCASTER

)

AN ORDINANCE

TO AMEND THE OFFICIAL ZONING MAP OF LANCASTER COUNTY SO AS TO REZONE PROPERTY LOCATED AT 1059 ROCKY RIVER ROAD FROM RR, RURAL RESIDENTIAL DISTRICT TO RUB, RURAL BUSINESS DISTRICT.

Be it ordained by the Council of Lancaster County, South Carolina:

Section 1. Findings and Determinations.

The Council finds and determines that:

(a) Lancaster County applied to rezone property located at 1059 Rocky River Road from RR, Rural Residential District, to RUB, Rural Business District.

(b) On October 17, 2017, the Lancaster County Planning Commission held a public hearing on the proposed rezoning and, by a vote of (6-0), recommended approval of the rezoning.

Section 2. Rezoning.

The Official Zoning Map is amended by changing the zoning district classification from RR, Rural Residential District to RUB, Rural Business District for the following property as identified by tax map number or other appropriate identifier:

Tax Map No. 0078-00-013.02

Section 3. Severability.

If any section, subsection or clause of this ordinance is held to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections and clauses shall not be affected.

Section 4. Conflicting Provisions.

To the extent this ordinance contains provisions that conflict with provisions contained elsewhere in the Lancaster County Code or other County ordinances, the provisions contained in this ordinance supersede all other provisions and this ordinance is controlling.

Section 5. Effective Date.

This ordinance is effective upon Third Reading.

AND IT IS SO ORDAINED

Dated this _____ day of _____, 2017.

LANCASTER COUNTY, SOUTH CAROLINA

Steve Harper, Chair, County Council

Larry Honeycutt, Secretary, County Council

ATTEST:

Sherrie Simpson, Clerk to Council

First Reading:	November 13, 2017	
Second Reading:	November 27, 2017	(Tentative)
Third Reading:	December 11, 2017	(Tentative)

Date of 1st Reading: 11-13-17
__ Approved __ Denied __ No Action

Date of 2nd Reading: 11-27-17
__ Approved __ Denied __ No Action

Date of 3rd Reading: 12-11-17
__ Approved __ Denied __ No Action

PLANNING STAFF REPORT: RZ-017-028

I. FACTS

A. GENERAL INFORMATION

Proposal: This is a rezoning application of Lancaster County to rezone ± 2.77 acres from RR, Rural Residential District to RUB, Rural Business District. This is in order to correct an error on the zoning map.

Property Location: The property is located at 1059 Rocky River Rd.

Legal Description: TMS # 0078-00-013.02

Zoning Classification: Current: RR, Rural Residential District

Voting District: District 3, Billy Mosteller

B. SITE INFORMATION

Site Description: The property consists of ± 2.77 acres and currently contains a convenience store/grill. It is located at the northeast corner of Rocky River Rd. and Taxahaw Rd.

C. VICINITY DATA

Surrounding Conditions: The adjacent properties are zoned RUB, Rural Business, RR, Rural Residential, and AR, Agricultural Residential. Hinson's Trading Post is located across the street from the subject property. There is a manufactured home and a few site built houses in the immediate area.

D. EXHIBITS

1. Rezoning Application
2. Location Map
3. Zoning Map
4. Future Land Use Map
5. Tax Inquiry Sheet

II. FINDINGS

CODE CONSIDERATIONS

RR, The Rural Residential District, is established as a district where the principal use of the land is for large rural living tracts of property with an abundance of open space, agricultural lands, and a high degree of separation between buildings.

RUB, The Rural Business District, is established for rural crossroads that represent the small nodes of commercial activity along rural highways. This district will

Date of 1st Reading: 11-13-17
__ Approved __ Denied __ No Action

Date of 2nd Reading: 11-27-17
__ Approved __ Denied __ No Action

Date of 3rd Reading: 12-11-17
__ Approved __ Denied __ No Action

accommodate small-scale businesses, such as gas stations, convenience stores, or restaurants, and serve some daily needs of the surrounding rural population.

III. CONCLUSIONS

The facts and findings of this report show that the property is designated as Rural Living on the Future Land Use map. Rural Living is a community type that includes a variety of residential types, from farmhouses, to large acreage rural family dwellings, to ecologically-minded “conservation subdivisions” whose aim is to preserve open landscape, and traditional buildings, often with a mixture of residential and commercial uses that populate crossroads in countryside locations. This is defined by the *Lancaster County Comprehensive Plan 2014-2024*. This property was formerly zoned R-45B under the previous Unified Development Ordinance and Zoning Map that was repealed on November 28, 2016. The R-45B district allowed for commercial uses such as a convenience store. Hinson’s Trading Post located directly across the street was correctly transitioned from R-45B to Rural Business but unfortunately this property was not due to a County error. As stated in the code considerations of this report the Rural Business District, is specifically “established for rural crossroads that represent the small nodes of commercial activity along rural highways.”

IV. RECOMMENDATION:

It is therefore the recommendation of the planning staff that the rezoning request for the property located at 1059 Rocky River Rd. be approved. This is primarily due to the fact that the property was previously zoned R-45B and the passage of the new UDO and Zoning Districts was not intended to significantly change the property uses of individual properties and create nonconformities.

V. RECOMMENDATION FROM PLANNING COMMISSION MEETING:

At the Lancaster County Planning Commission meeting on Tuesday, October 17, 2017 the Commission voted to **approve** the rezoning application of Lancaster County by a vote of (6-0). No citizens signed up to speak on this rezoning case.

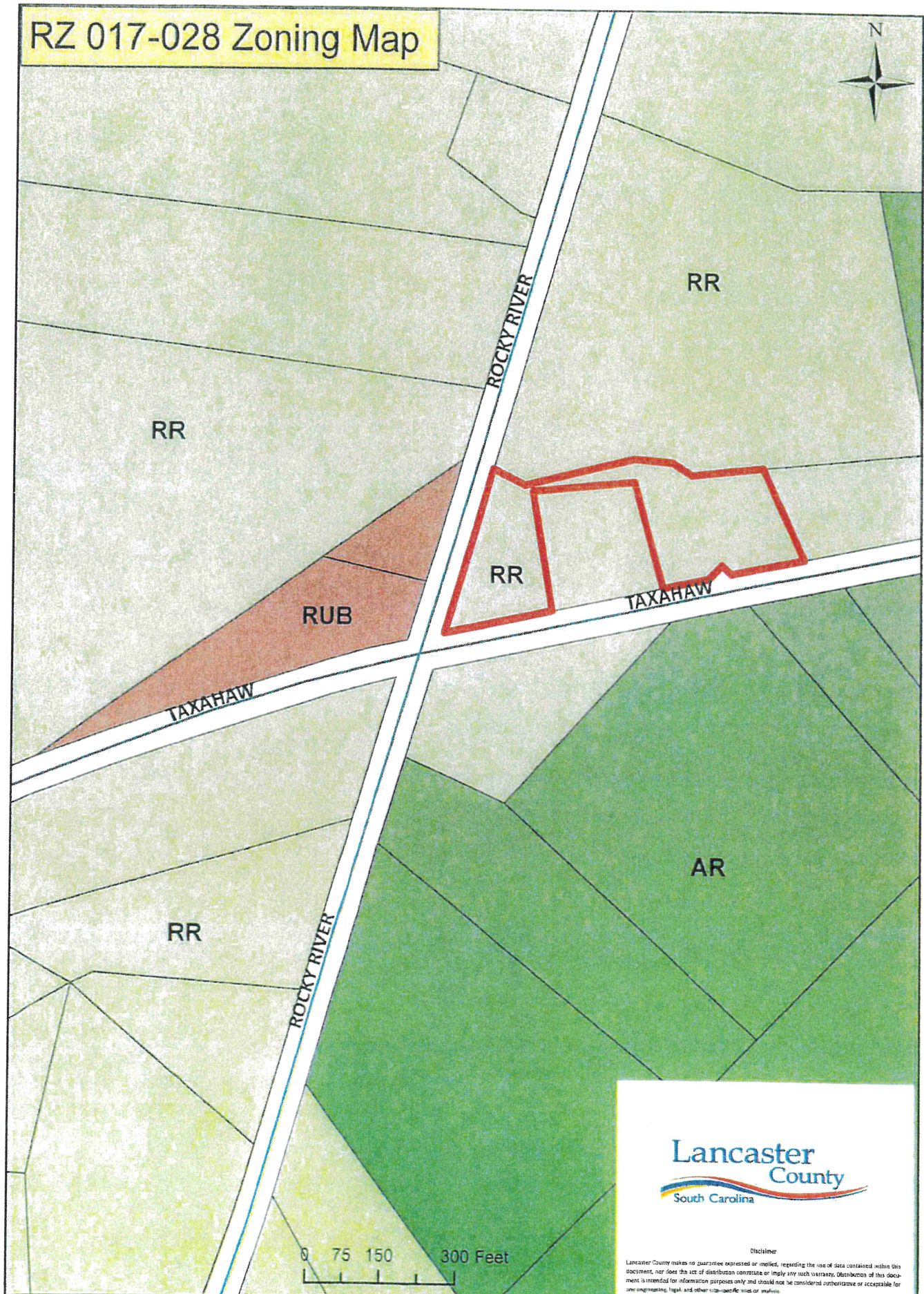
RZ 017-028 Aerial Map



Lancaster
County
South Carolina

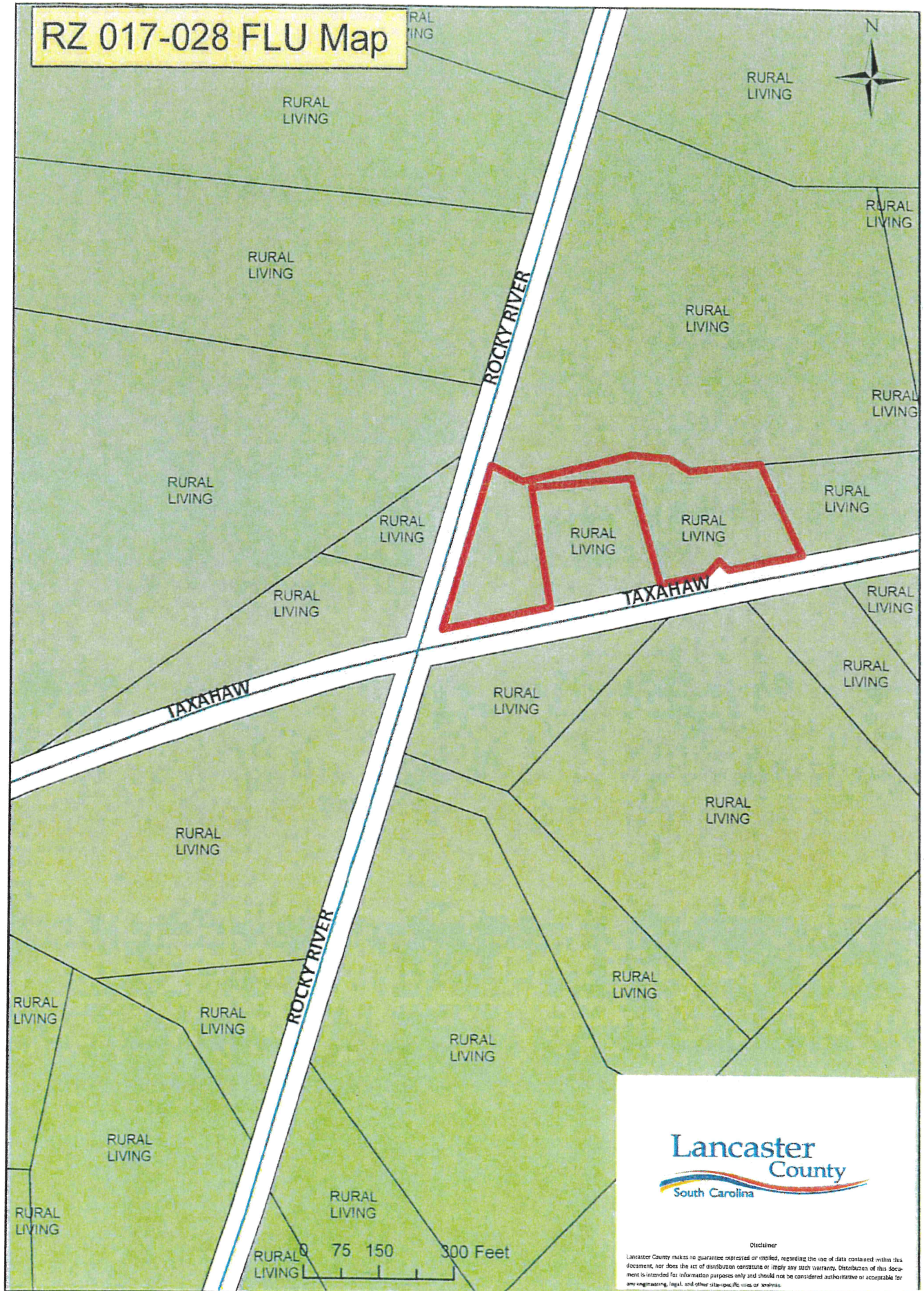
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RZ 017-028 Zoning Map



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RZ 017-028 FLU Map



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Agenda Item Summary

Ordinance # 2017-1485

Contact Person: Penelope G. Karagounis, Planning Director, Jeff Catoe, Public Works Director, and Elaine Boone, Deputy Zoning Administrator

Date Requested to be on Agenda: On November 13, 2017 County Council Agenda

Issue for Consideration:

This application is to amend the UDO, Chapter 6, Subdivision and Infrastructure Standards, Section 6.11.4 Procedure for Naming a New Road, Subsection G and to add a new section for private drives in Chapter 6, Subdivision and Infrastructure Standards, Section 6.18 Utilities, which will be named Subsection H. Private Drives.

Points to Consider:

The intent of this modification is to provide affordable access to developments with a limited number of lots, without having to construct a road to County public or private road standards. The text amendment was discussed at the Unified Development Ordinance Advisory Committee and the Committee made a recommendation to proceed with adding the language with some modifications back into the UDO.

Funding and Liability Factors: N/A

Council Options: To approve the text amendment.

Recommendation: At the Lancaster County Planning Commission meeting on October 17, 2017, the Planning Commission recommended to approve the text amendment by a vote of (6-0).

STATE OF SOUTH CAROLINA

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ORDINANCE NO. 2017-1485

COUNTY OF LANCASTER

)

)

AN ORDINANCE

TO AMEND ORDINANCE NO. 2016-1422 (UNIFORM DEVELOPMENT ORDINANCE) BY THE DELETION THEREFROM OF SECTION 6.11.4G AND THE ADDITION THERETO OF SECTION 6.18H SO AS TO ADDRESS PRIVATE DRIVEWAYS IN THOSE RESIDENTIAL DEVELOPMENTS HAVING ONLY A LIMITED NUMBER OF LOTS.

WHEREAS, Section 6.11.4G of the UDO reads as follows,

Any road or driveway, whether publicly or privately maintained, that serves as the sole access for 3 or more permanent residential or business structures must be named and brought up to private road standards. An occupied manufactured home is considered a permanent structure; and

WHEREAS, having given consideration to the recommendation of the Planning Commission and now, so finding, that the need for the proposed ordinance amendment is appropriate so as to provide for affordable access to residential developments with only a limited number of lots;

NOW, THEREFORE, by the power and authority granted to the Lancaster County Council by the Constitution of the State of South Carolina and the powers granted to the County by the General Assembly of the State, it is ordained and enacted that:

Section 1. Section 6.11.4G of the County's Uniform Development Ordinance is deleted.

Section 2. As a substitution and replacement therefore, Section 6.18H shall be added to the Uniform Development Ordinance, reading as follows:

6.18H. PRIVATE DRIVES

Any drive that serves as the sole access for 3 or more permanent residential or business structures must be named. For private drive accessing two or more single-family residential lots, the road shall meet the private drive standards as follows:

1. No more than five lots may be assessed by a newly created private drive.
2. Each lot must have a minimum of 25 feet ingress/egress easement to be maintained by the property owner. The travel way must be at least 20 feet wide with gravel four inches deep. In addition, the first 25 feet of the drive must be 20 feet wide and paved when the private drive adjoins a paved drive.
3. Vehicle turnarounds must be provided at the end of all dead end private drives or other alternative approved by the Fire Marshal.
4. The sub divider is responsible for obtaining a permit to access a state maintained road.
5. The unpaved private drive must be shown on a Final Plat and must meet all the criteria for a Final Plat.
6. Commercial private drive must comply with private road standards.

Section 3. Severability.

If any section, subsection or clause of this ordinance is held to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections and clauses shall not be affected.

Section 4. Conflicting Provisions.

To the extent this ordinance contains provisions that conflict with provisions contained elsewhere in the Lancaster County Code, the provisions contained in this ordinance supersede all other provisions and this ordinance is controlling.

Section 5. Effective Date.

This ordinance is effective upon Third Reading.

AND IT IS SO ORDAINED

Dated this _____ day of _____, 2017.

LANCASTER COUNTY, SOUTH CAROLINA

Steve Harper, Chair, County Council

Larry Honeycutt, Secretary, County Council

Attest:

Sherrie Simpson, Clerk to Council

First Reading: November 13, 2017
Second Reading: November 27, 2017 (Tentative)
Third Reading: December 11, 2017 (Tentative)

Date of 1st Reading: _____
__Approved __Denied

Date of 2nd Reading: _____
__Approved __Denied

Date of 3rd Reading: _____
Approved __Denied

PLANNING STAFF REPORT – UDO-TA-017-007

I. Facts:

A. General Information:

The following is a proposed text amendment by Lancaster County to amend the Lancaster County Unified Development Ordinance, Chapter 6, Subdivision and Infrastructure Standards Section 6.11.4 Procedure for Naming a New Road, Subsection G and to add a new section for private drives in Chapter 6, Subdivision and Infrastructure Standards, Section 6.18 Utilities; which will be named subsection H. Private Drives.

Chapter 6, Subdivision and Infrastructure Standards Section 6.11.4 Procedure for Naming a New Road, Subsection G.

Current Text:

Any road or driveway, whether publicly or privately maintained, that serves as the sole access for 3 or more permanent residential or business structures must be named and brought up to private road standards. An occupied manufactured home is considered a permanent structure.

Proposed Text:

Any road or **private drive**, whether publicly or privately maintained, that serves as the sole access for 3 or more permanent residential or business structures must be named.

Chapter 6, Subdivision and Infrastructure Standards, Section 6.18 Utilities; H. Private Drives.

Proposed New Section:

For private drives accessing more than two lots or more than two single-family residences, the road shall meet the private drive standards as follows:

1. No more than five lots may be assessed by a new created private drive.
2. Each lot must have a minimum of 25 feet ingress/egress easement to be maintained by the property owner. The travelway must be at least 20 feet wide with gravel four inches deep. In addition, the first 25 feet of the drive must be 20 feet wide and paved when the private drive adjoins a paved drive.
3. Vehicle turnarounds must be provided at the end of all dead end private drives or other alternative approved by the Fire Marshal.

Date of 1st Reading: _____
__Approved __Denied

Date of 2nd Reading: _____
__Approved __Denied __

Date of 3rd Reading: _____
Approved __Denied __

4. The subdivider is responsible for obtaining a permit to access a state maintained road.
5. The unpaved private drive must be shown on a Final Plat and must meet all the criteria for a Final Plat.
6. Commercial private drive must comply with private road standards.

II. Exhibits

- 1) Application
- 2) Current and Proposed Text

III. Findings:

The text amendment is to amend Chapter 6, Subdivision and Infrastructure Standards Section 6.11.4 Procedure for Naming a New Road, Subsection G. In addition, a new section will be added to Chapter 6, Subdivision and Infrastructure Standards, Section 6.18 Utilities; which will be named subsection H. Private Drives.

The intent of this modification is to provide affordable access to developments with a limited number of lots, without having to construct a road to County public or private road standards.

IV. Recommendation:

The UDO Advisory Committee reviewed the following revisions and recommended approval to bring forth to the Lancaster County Planning Commission in October. The Lancaster County Planning Staff recommends the above proposed text amendments be **approved**.

The Lancaster County Planning Commission met on October 17, 2017 and held a public meeting for the text amendment. The Planning Commission approved the recommendation of the private drive standards by a vote of 6-0.



Planning Department
P.O. Box 1809, 101 N. Main Street, Lancaster, SC 29721
Phone: 803.285.6005, planning@lanastercountysc.net
www.mylanastersc.org

TEXT AMENDMENT APPLICATION

SUBMITTAL REQUIREMENTS

- Completed Application
- Signatures of Applicant
- Fees associated with Application

GENERAL INFORMATION

UDO Section(s) Proposed to be Amended Section 6.11.4 Procedure for Naming a New Road,

Current Text (see attached) Subsection G. & Add Section in
Chapter 6, Subdivision & Infrastructure Standards,
Section 6.18 Utilities; H. Private Drives

Proposed Text (see attached)

Description of Need for Proposed Text The intent of this modification is to
provide affordable access to developments with a limited number
of lots, without having to construct a road to County public or
private road standards.

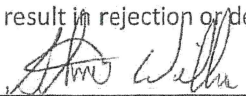
☐ Additional pages attached for more information

CONTACT INFORMATION

Applicant Name Lancaster County
Address 101 N. Main St.
City Lancaster State SC Zip 29720 Phone (803) 285-6005
Fax _____ Email planning@lanastercountysc.net

APPLICATION CERTIFICATIONS

I hereby certify that I have read this application and the information supplied herein is true and correct to the best of my knowledge. I agree to comply with all applicable County ordinances and state laws related to the use and development of the land. I further certify that I am the property owner, or his/her authorized agent, or the subject property. I understand that falsifying any information herein may result in rejection or denial of this request.


Applicant

9-26-17
Date

Property Owner(s)

Date

Attach owner's notarized written authorization with property information if the applicant is not the owner.

LANCASTER COUNTY OFFICE USE ONLY

Application Number UDO-TA-017-007 Date Received 9-13-17 Receipt Number —

Amount Paid Waived Check Number — Cash Amount —

Received By PGK Planning Commission Meeting Date 10-17-17

SCHEDULE/PROCESS

1. Submit Application

- The deadline for this application is at least 30 days prior to the Planning Commission meeting, held every third Tuesday of the month.
- Once an application is submitted, it is placed on the Planning Commission agenda for the following month.
- An application withdrawal should be made in writing and received prior to public notice in order to receive a refund.

2. Planning Commission

- Conducts a public hearing on the application to receive input from Lancaster County citizens, applicant, and other interested parties.
- Reviews the application to ensure it is consistent with the Lancaster County Unified Development Ordinance, Comprehensive Plan, and all adopted County plans.
- Makes a recommendation to the County Council.

3. County Council

- Approves, denies, or submits application to the Planning Commission for further study.
- Action requires three readings for approval.

Exhibit 1

Text Amendment: Private Drives

Chapter 6, Subdivision and Infrastructure Standards

Section 6.11.4 Procedure for Naming a New Road, Subsection G.

Existing Text: Any road or driveway, whether publicly or privately maintained, that serves as the sole access for 3 or more permanent residential or business structures must be named and brought up to private road standards. An occupied manufactured home is considered a permanent structure.

Proposed Text: Any road or **private drive**, whether publicly or privately maintained, that serves as the sole access for 3 or more permanent residential or business structures must be named.

Add Section in Chapter 6, Subdivision and Infrastructure Standards, Section 6.18 Utilities; H.
Private Drives

For private drives accessing more than two lots or more than two single-family residences, the road shall meet the private drive standards as follows:

1. No more than five lots may be assessed by a new created private drive.
2. Each lot must have a minimum of 25 feet ingress/egress easement to be maintained by the property owner. The travelway must be at least 20 feet wide with gravel four inches deep. In addition, the first 25 feet of the drive must be 20 feet wide and paved when the private drive adjoins a paved drive.
3. Vehicle turnarounds must be provided at the end of all dead end private drives or other alternative approved by the Fire Marshal.
4. The subdivider is responsible for obtaining a permit to access a state maintained road.
5. The unpaved private drive must be shown on a Final Plat and must meet all the criteria for a Final Plat.
6. Commercial private drive must comply with private road standards.

Exhibit 2

**LANCASTER COUNTY BOARDS & COMMISSIONS
APPLICATION FOR SERVICE**

Name Michael DeMarco County Council District 5

Mailing Address _____ City/Zip _____

Street Address _____ Registered Voter yes _____ no ☒

Tel. Number (home) _____ (work) _____ (other) _____

Email: mjdemarco@yahoo.com

Occupation IT Supervisor Place of employment Blue Cross Blue Shield of SC

Address 8901 Farrow Rd Columbia SC Normal working hours 8:00-4:30
(most meetings are scheduled after 6:00 pm - lack of attendance can be reason for replacement on a commission)

Name of Board or Commission in which you are interested

1st choice Board of Assessment Appeals 2nd choice Lancaster County Transportation

3rd choice _____

Reason for interest

I am interested in helping and serving our community. I believe the best way I can help is to be apart of the governmental body of our town.

Why do you feel you are qualified to serve on these boards? In addition, note education, areas of expertise, skills & interests. (continue on separate sheet if needed)

I am qualified to serve due to the many years experience I have in running a multimillion dollar organization within Blue Cross. I have written many of the current policies in use by the organization and oversee a large diverse team. I have also successfully ran my own business prior to Blue Cross for many years. I have made my success in business by being able to understand complex issues and develop policy's and procedures that satisfy all parties involved.

I am currently working on my higher levels of education and currently hold many IT related certifications

Do you presently serve any State, County or Municipal Boards? No If yes, list _____

Have you ever served on a county board? No If yes, list _____

Additional pertinent information

eSigned via SeamlessDocs.com
Michael John DeMarco
Key: 343d8b47083d0a72a284bd1081d99b1

Applicant's signature

Date 10/16/17

Receipt of application does not guarantee an appointment. Applicants will be notified of appointments by mail.

1 3 1

Return completed application to Sherrie Simpson, Lancaster County Council Office, P.O. Box 1809, Lancaster, SC 29721

LANCASTER COUNTY BOARDS & COMMISSIONS
APPLICATION FOR SERVICE



Name TIMOTHY A. DEATON County Council District ESTRIDGE

Mailing Address _____ City/Zip _____

Street Address _____ Registered Voter yes ☒ no ☐

Tel. Number (home) _____ (work) _____ (other) _____

Email: TDEATON@COMPORIUM.NET

Occupation RISK CONSULTANT Place of employment CHURCH MUTUAL INS. CO.

Address 6201 PARKER DR. KERSHAW SC Normal working hours 8-5
(most meetings are scheduled after 6:00 pm - lack of attendance can be reason for replacement on a commission)

Name of Board or Commission in which you are interested

1st choice FIRE CODE APPEALS BOARD 2nd choice _____

3rd choice _____

Reason for interest

36 YEARS AS A CODE PROF.

Why do you feel you are qualified to serve on these boards? In addition, note education, areas of expertise, skills & interests. (continue on separate sheet if needed)

CSP
CERTIFIED FIRE CODE OFFICIAL
CERTIFIED DEPUTY STATE FIRE MARSHAL (SC)

Do you presently serve any State, County or Municipal Boards? NO If yes, list _____

Have you ever served on a county board? YES If yes, list FIRE CODE APPEALS - ZONING APP.

Additional pertinent information

Applicant's signature Timothy A. Deaton Date 10-16-17

Receipt of application does not guarantee an appointment. Applicants will be notified of appointments by mail.

Return completed application to Sherrie Simpson, Lancaster County Council Office, P.O. Box 1809, Lancaster, SC 29721
Form Revised 1-20-17

LANCASTER COUNTY BOARDS & COMMISSIONS
APPLICATION FOR SERVICE



Name Buddy Lever County Council District _____

Mailing Address _____ City/Zip _____

Street Address _____ Registered Voter yes ☒ no ☐

Tel. Number (home) _____ (work) _____ (other) _____

Email: b/levers@compurim.net

Occupation Retired Place of employment _____

Address _____ Normal working hours _____

(most meetings are scheduled after 6:00 pm - lack of attendance can be reason for replacement on a commission)

Name of Board or Commission in which you are interested

1st choice FIRE APPEALS BOARD 2nd choice _____

3rd choice _____

Reason for interest

giving back to my community

Why do you feel you are qualified to serve on these boards? In addition, note education, areas of expertise, skills & interests. (continue on separate sheet if needed)

I have served on the Board before
Being a Tax payer, College Graduate, and a volunteer
with youth (TRAIL LIFE)

Do you presently serve any State, County or Municipal Boards? _____ If yes, list Fire Board of Appeal

Have you ever served on a county board? yes If yes,
list Fire Board of Appeal

Additional pertinent information

Applicant's signature Buddy Lever (JCSLever) Date 10-20-17
Receipt of application does not guarantee an appointment. Applicants will be notified of appointments by mail.

Return completed application to Sherrie Simpson, Lancaster County Council Office, P.O. Box 1809, Lancaster, SC 29721

Agenda Item Summary

Ordinance # / Resolution#:	Action Item
Contact Person / Sponsor:	Steve Willis
Department:	Administration
Date Requested to be on Agenda:	All November Council Committees November 27, 2017 Council Meeting

Issue for Consideration:

Adoption of Lancaster County 2018 calendar.

Points to Consider:

We are required by state law to adopt and publish an annual calendar.

This version has been reviewed by applicable departments and Boards. It needs to be reviewed by the three Council Committees prior to coming to Council..

Nothing prevents the calendar from being amended at a later date.

Funding and Liability Factors:

N/A

Council Options:

Approve as presented or amend the 2018 calendar. One must be adopted.

Staff Recommendation:

Approve as presented. A motion and vote by Council is needed.

Committee Recommendation:

To be determined.

Lancaster County Meeting and Holiday Schedule

Anyone requiring special services to attend any meeting should contact 803-285-1565 at least 24 hours in advance of the meeting

County Council meets the second and fourth Monday in the County Administration Building Council Chambers, 101 North Main Street, Lancaster, South Carolina at 6:00 p.m. *Please Note: There is only one meeting scheduled in July. It will be the 3rd Monday.

January	Monday	January 8, 2018	July	Monday	July 16, 2018
	Monday	January 22, 2018		*changed to the 3 rd Monday of the month**	
February	Monday	February 12, 2018	August	Monday	August 13, 2018
	Monday	February 26, 2018		Monday	August 27, 2018
March	Monday	March 12, 2018	September	Monday	September 10, 2018
	Monday	March 26, 2018		Monday	September 24, 2018
April	Monday	April 09, 2018	October	Monday	October 08, 2018
	Monday	April 23, 2018		Monday	October 22, 2018
May	Monday	May 14, 2018	November	Monday	November 12, 2018
	Monday	May 28, 2018		Monday	November 26, 2018
June	Monday	June 11, 2018	December	Monday	December 10, 2018
	Monday	June 25, 2018		December 24, 2018 MEETING	
				CANCELLED (Christmas Holidays)	

The Lancaster County Community Relations Commission meets the third Thursday at the Marine Corps League Lodge, 347 East Brooklyn Ave Lancaster, South Carolina at 6:30 p.m.

January	Thursday	January 18, 2018	June	Thursday	June 28, 2018
February	Thursday	February 15, 2018	August	Thursday	August 16, 2018
March	Thursday	March 15, 2018	September	Thursday	September 20, 2018
April	Thursday	April 19, 2018	October	Thursday	October 18, 2018
May	Thursday	May 17, 2018	November	Thursday	November 15, 2018
June	Thursday	June 21, 2018	December	Thursday	December 20, 2018

The Lancaster County Fire Commission meets the first Thursday in the Emergency Operations Center, 111 Covenant Place, Lancaster, South Carolina at 7:00 pm.

January	Thursday	January 4 2018	July	Thursday	July 05, 2018
February	Thursday	February 01, 2018	August	Thursday	August 02, 2018
March	Thursday	March 01, 2018	September	Thursday	September 06, 2018
April	Thursday	April 05, 2018	October	Thursday	October 04, 2018
May	Thursday	May 03, 2018	November	Thursday	November 01, 2018
June	Thursday	June 07, 2018	December	Thursday	December 06, 2018

The Lancaster County Health and Wellness Commission meets the second Wednesday – EVERY OTHER MONTH, at the Lancaster Council on Aging Building, 309 S. Plantation Road, Lancaster, South Carolina at 11:45 am.

February	Wednesday	February 14, 2018	August	Wednesday	August 8, 2018
April	Wednesday	April 11, 2018	October	Wednesday	October 10, 2018
June	Wednesday	June 13, 2018	December	Wednesday	December 12, 2018

The Lancaster County Historical Commission meets the second Tuesday at the Lancaster County Historic Courthouse, 100 North Main Street, Lancaster, South Carolina at 6:00 pm, and at other times at the call of the chair.

January	Tuesday	January 09, 2018	July	Tuesday	July 10, 2018
February	Tuesday	February 13, 2018	August	Tuesday	August 14, 2018
March	Tuesday	March 13, 2018	September	Tuesday	September 11, 2018
April	Tuesday	April 10, 2018	October	Tuesday	October 09, 2018
May	Tuesday	May 08, 2018	November	Tuesday	November 13, 2018
June	Tuesday	June 12, 2018	December	Tuesday	NO MEETING SCHEDULED

The Indian Land Fire Protection District Commission meets the 3rd Wednesday of each month at the Indian Land Fire Station, 285 Six Mile Creek Road, Indian Land, South Carolina at 7:00 pm.

January	Wednesday	January 17, 2018	July	Wednesday	July 18, 2018
February	Wednesday	February 21, 2018	August	Wednesday	August 15, 2018
March	Wednesday	March 21, 2018	September	Wednesday	September 19, 2018
April	Wednesday	April 18, 2018	October	Wednesday	October 17, 2018
May	Wednesday	May 16, 2018	November	Wednesday	November 21, 2018
June	Wednesday	June 20, 2018	December	Wednesday	December 19, 2018

The Lancaster County Library Board meets the last Tuesday of the month, every other month, at the County Library, 313 South White Street, Lancaster, South Carolina at 6:30 pm.

January	Tuesday	January 30, 2018
March	Tuesday	March 27, 2018
May	Tuesday	May 29, 2018
July	Tuesday	July 31, 2018
September	Tuesday	September 25, 2018
November	Tuesday	November 27, 2018

The Lancaster Planning Commission meets in the County Administration Building, 101 North Main Street, Lancaster, South Carolina at 5:00 pm on the first Thursday for Work Session/ 6:30 pm on the third Tuesday for Regular Meeting.

January	Work Session	Thursday	January 4, 2018
	Regular Meeting	Tuesday	January 16, 2018
February	Work Session	Thursday	February 1, 2018
	Regular Meeting	Tuesday	February 20, 2018
March	Work Session	Thursday	March 1, 2018
	Regular Meeting	Tuesday	March 20, 2018
April	Work Session	Thursday	April 5, 2018
	Regular Meeting	Tuesday	April 17, 2018
May	Work Session	Thursday	May 3, 2018
	Regular Meeting	Tuesday	May 15, 2018
June	Work Session	Thursday	June 7, 2018
	Regular Meeting	Tuesday	June 19, 2018
July	Work Session	Thursday	July 5, 2018
	Regular Meeting	Tuesday	July 17, 2018
August	Work Session	Thursday	August 2, 2018
	Regular Meeting	Tuesday	August 21, 2018
September	Work Session	Thursday	September 6, 2018
	Regular Meeting	Tuesday	September 18, 2018
October	Work Session	Thursday	October 4, 2018
	Regular Meeting	Tuesday	October 16, 2018
November	Work Session	Thursday	November 1, 2018
	Regular Meeting	Tuesday	November 20, 2018
December	Work Session	Thursday	December 6, 2018
	Regular Meeting	Thursday	December 18, 2018

The Pleasant Valley Fire Protection District Commission meets on the third Tuesday at the Pleasant Valley Fire Station #1, 9370 Possum Hollow Road, Indian Land, South Carolina at 7:00 pm.

January	Tuesday	January 16, 2018	July	Tuesday	July 17, 2018
February	Tuesday	February 20, 2018	August	Tuesday	August 21, 2018
March	Tuesday	March 20, 2018	September	Tuesday	September 18, 2018
April	Tuesday	April 17, 2018	October	Tuesday	October 16, 2018
May	Tuesday	May 15, 2018	November	Tuesday	November 20, 2018
June	Tuesday	June 19, 2018	December	Tuesday	December 18, 2018

The Lancaster Joint Recreation Commission meets on the second Tuesday in the Springdale Recreation Center, 260 South Plantation Road, Lancaster, South Carolina at 6:30 pm. Special meetings are held at the call of the chair.

January	Tuesday	January 09, 2018	July	NO MEETING SCHEDULED	
February	Tuesday	February 13, 2018	August	Tuesday	August 14, 2018
March	Tuesday	March 13, 2018	September	Tuesday	September 11, 2018
April	Tuesday	April 10, 2018	October	Tuesday	October 09, 2018
May	Tuesday	May 08, 2018	November	Tuesday	November 13, 2018
June	Tuesday	June 12, 2018	December	Tuesday	December 12, 2018

The Lancaster County Board of Zoning Appeals meets on the 1st Tuesday in the County Administration Building, 101 North Main Street, Lancaster, South Carolina at 6:00 pm.

January	Tuesday	January 02, 2018	July	Tuesday	July 03, 2018
February	Tuesday	February 06, 2018	August	Tuesday	August 07, 2018
March	Tuesday	March 06, 2018	September	Tuesday	September 04, 2018
April	Tuesday	April 03, 2018	October	Tuesday	October 02, 2018
May	Tuesday	May 01, 2018	November	Tuesday	November 06, 2018
June	Tuesday	June 05, 2018	December	Tuesday	December 04, 2018

The following Boards or Commissions meet at the call of the Chair:

Lancaster County Airport Commission
 Lancaster County Board of Assessment Appeals
 Lancaster County Construction Board of Appeals
 Lancaster County Fire Code Appeals Board
 Lancaster County Transportation Commission

Council Standing Committees

The Public Safety Committee will now meet the Tuesday following the 1st Council Meeting of the month in the County Administration Building, Council Conference Room, 101 N. Main Street, Lancaster, South Carolina at 5:00 p.m., and at other times as called by the Chair.

January	Tuesday	January 09, 2018	July	Tuesday	July 17, 2018
February	Tuesday	February 13, 2018	August	Tuesday	August 14, 2018
March	Tuesday	March 13, 2018	September	Tuesday	September 11, 2018
April	Tuesday	April 10, 2018	October	Tuesday	October 09, 2018
May	Tuesday	May 15, 2018	November	Tuesday	November 13, 2018
June	Tuesday	June 12, 2018	December	Tuesday	December 11, 2018

The Infrastructure and Regulation Committee meets on the Tuesday following the 1st Council Meeting of the month in the County Administration Building, Council Conference Room, 101 N. Main Street, Lancaster, South Carolina at 3:00 p.m., and at other times as called by the Chair.

January	Tuesday	January 09, 2018	July	Tuesday	July 17, 2018
February	Tuesday	February 13, 2018	August	Tuesday	August 14, 2018
March	Tuesday	March 13, 2018	September	Tuesday	September 11, 2018
April	Tuesday	April 10, 2018	October	Tuesday	October 09, 2018
May	Tuesday	May 15, 2018	November	Tuesday	November 13, 2018
June	Tuesday	June 12, 2018	December	Tuesday	December 11, 2018

The Administration Committee meets on the Thursday following the 1st Council Meeting of the month in the County Administration Building, Council Conference Room, 101 N. Main Street, Lancaster, South Carolina at 6:00 p.m., and at other times as called by the Chair.

January	Thursday	January 11, 2018	August	Thursday	August 16, 2018
February	Thursday	February 15, 2018	September	Thursday	September 13, 2018
March	Thursday	March 15, 2018	October	Thursday	October 11, 2018
April	Thursday	April 12, 2018	November	Thursday	November 15, 2018
May	Thursday	May 17, 2018	December	Thursday	December 13, 2018
June	Thursday	June 14, 2018			
July	Thursday	July 19, 2018			

HOLIDAY OBSERVANCES FOR THE YEAR 2017

Holiday	Date Observed
New Year's Day	Monday, January 1, 2018
Martin Luther King Day	Monday, January 15, 2018
Easter Monday	Monday, April 02, 2018
Memorial Day	Monday, May 28, 2018
Independence Day	Wednesday, July 4, 2018
Labor Day	Monday, September 3, 2018
Thanksgiving Day	Thursday, November 22, 2018
Day After Thanksgiving	and Friday, November 23, 2018
Christmas Eve	Monday, December 24, 2018
Christmas Day	Tuesday, December 25, 2018
Day after Christmas	Wednesday, December 26, 2018
New Year's Day 2019	Tuesday, January 1, 2019

STATE OF SOUTH CAROLINA)
COUNTY OF LANCASTER)

ORDINANCE #277

AN ORDINANCE TO APPROVE THE TRANSFER OF AUTHORITY
FOR CONDUCTING THE CITY OF LANCASTER MUNICIPAL ELECTIONS
TO THE LANCASTER COUNTY REGISTRATION AND ELECTION COMMISSION

WHEREAS, Section 5-15-145 of the South Carolina Code of Laws, 1976, as amended, provides for the transfer of the powers, duties, and responsibilities for conducting municipal election from municipal elections commissions to county election commissions upon the adoption of appropriate ordinances by those municipalities desiring to effect such transfers; and


WHEREAS, Lancaster City Council passed Ordinance 95-28 on October 24, 1995, to transfer all authority for conducting municipal elections to the Lancaster County Registration and Election Commission; and


WHEREAS, Lancaster County Council desires to approve the transfer of all authority for conducting the City of Lancaster municipal elections to the Lancaster County Registration and Election Commission.

NOW, THEREFORE, BE IT ORDAINED that the Lancaster County Council, in lawful assembly, does approve the transfer of all authority for conducting the City of Lancaster municipal elections to the Lancaster County Registration and Election Commission.

AND IT IS SO ORDAINED this 8th day of January, 1996.

LANCASTER COUNTY COUNCIL

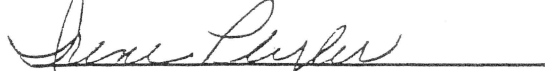

Ray E. Gardner, Chairman


W. R. Crimminger, Secretary

APPROVED AS TO FORM AND CONTENT:


J. Kim Roberts, County Attorney

ATTEST:


Irene Plyler, Clerk to Council

1st reading: 11-27-95
2nd reading: 12-04-95
3rd reading: 01-08-96

FILED
OFFICE OF CLERK
OF COURT
JAN 12 9 52 AM '96
CLERK OF COURT
LANCASTER COUNTY, S.C.

Report to Lancaster County Council
on Lancaster Area Ride Service (LARS)

Report Period: 10/01/2012- 1/1/2013- 4/1/2013-
12/31/2012 3/31/2013 6/30/2013

FY 2012 - 2013 LARS Only

	Fiscal Year			Total	2013 Average
Trips	1810	1894	1974	5678	1893
Unduplicated Individuals	69	49	52		57
Passenger Miles	24,605	22,159	21,182	67946	22649
Operational Costs	\$ 25,331.74	\$ 26,402.00	\$ 28,877.71	\$ 80,611.45	\$ 26,870.48
Capital Costs	\$ -				
Total Costs:	\$ 25,331.74	\$ 26,402.00	\$ 28,877.71	\$ 80,611.45	\$ 26,870.48
Operational Cost Per Trip	\$ 14.00	\$ 13.94	\$ 14.63		\$ 14.19
Operational Cost Per Individual	\$ 367.13	\$ 538.82	\$ 555.34		\$ 487.09
Operational Cost Per Passenger Miles	\$ 1.03	\$ 1.19	\$ 1.36		\$ 1.19

Report Period: 7/1/2013- 10/01/2013- 1/1/2014- 4/1/2014-
9/30/2013 12/31/2013 3/31/2014 6/30/2014

FY 2013 - 2014 Includes JARC; SMTP and LARS Trips

	Fiscal Year			Total	2014 Average
Trips	2091	1953	2167	8185	2046
Unduplicated Individuals	132	77	66	53	82
Passenger Miles	22,764	22,198	20,511	20674	21537
Operational Costs	\$ 21,562.52	\$ 28,729.14	\$ 25,971.24	\$ 110,377.90	\$ 27,594.48
Capital Costs	\$ -				
Total Costs:	\$ 21,562.52	\$ 28,729.14	\$ 25,971.24	\$ 110,377.90	\$ 27,594.48
Operational Cost Per Trip	\$ 10.31	\$ 14.71	\$ 11.98	\$ 17.28	\$ 13.57
Operational Cost Per Individual	\$ 163.35	\$ 373.11	\$ 393.50	\$ 643.68	\$ 393.41
Operational Cost Per Passenger Miles	\$ 0.95	\$ 1.29	\$ 1.27	\$ 1.65	\$ 1.29

Report Period: 7/1/2014- 10/01/2014- 1/1/2015- 4/1/2015-
9/30/2014 12/31/2014 3/31/2015 6/30/2015

FY 2014 - 2015 Includes JARC; SMTP and LARS Trips

	Fiscal Year			Total	2015 Average
Trips	2173	2259	1802	1810	8044
Unduplicated Individuals	205	55	46	48	89
Passenger Miles	25,160	25,547	20,458	22382	93547
Operational Costs	\$ 24,834.00	\$ 27,524.00	\$ 30,543.00	\$ 32,615.35	\$ 115,516.35
Capital Costs	\$ -				
Total Costs:	\$ 24,834.00	\$ 27,524.00	\$ 30,543.00	\$ 32,615.35	\$ 115,516.35
Operational Cost Per Trip	\$ 11.43	\$ 12.18	\$ 16.95	\$ 18.02	\$ 14.65
Operational Cost Per Individual	\$ 121.14	\$ 500.44	\$ 663.98	\$ 679.49	\$ 491.26
Operational Cost Per Passenger Miles	\$ 0.99	\$ 1.08	\$ 1.49	\$ 1.46	\$ 1.25

Report Period: 7/1/2015- 10/01/2015- 1/1/2016- 4/1/2016-
9/30/2015 12/31/2015 3/31/2016 6/30/2016

FY 2015 - 2016 Includes JARC; SMTP and LARS Trips

	Fiscal Year			Total	2016 Average
Trips	2081	2186	1931	1973	8171
Unduplicated Individuals	190	60	42	49	85
Passenger Miles	23,113	24,912	22,937	24121	95083
Operational Costs	\$ 40,284.02	\$ 40,332.08	\$ 33,903.00	\$ 35,606.72	\$ 150,125.82
Capital Costs	\$ -				
Total Costs:	\$ 40,284.02	\$ 40,332.08	\$ 33,903.00	\$ 35,606.72	\$ 151,125.82
Farebox Revenue	\$ 5,435.00	\$ 5,168.00	\$ 4,612.00	\$ 4,885.00	\$ 20,100.00
Operational Cost Per Trip	\$ 19.36	\$ 18.45	\$ 17.56	\$ 18.53	\$ 18.48
Operational Cost Per Individual	\$ 212.02	\$ 672.20	\$ 807.21	\$ 747.08	\$ 609.63
Operational Cost Per Passenger Miles	\$ 1.74	\$ 1.62	\$ 1.48	\$ 1.52	\$ 1.59

Report Period: 7/1/2016- 10/01/2016- 1/1/2017- 4/1/2017-
9/30/2016 12/31/2016 3/31/2017 6/30/2017

FY 2016 - 2017 Includes JARC; SMTP and LARS Trips

	Fiscal Year			Total	2017 Average
Trips	2128	2254	1903	2523	8808
Unduplicated Individuals	181	51	71	52	89
Passenger Miles	24,678	28,576	22,244	27,364	102862
Operational Costs	\$ 28,545.13	\$ 30,763.00	\$ 26,774.00	\$ 31,487.47	\$ 117,569.60
Capital Costs	\$ -			\$ 165,000.00	\$ 412,500.00
Total Costs:	\$ 28,545.13	\$ 30,763.00	\$ 26,774.00	\$ 31,487.47	\$ 117,569.60
Farebox Revenue	\$ 5,593.00	\$ 5,425.00	\$ 6,324.00	\$ 6,078.75	\$ 23,420.75
Operational Cost Per Trip	\$ 13.41	\$ 13.65	\$ 14.07	\$ 12.48	\$ 13.40
Operational Cost Per Individual	\$ 157.71	\$ 603.20	\$ 377.10	\$ 605.53	\$ 435.88
Operational Cost Per Passenger Miles	\$ 1.16	\$ 1.08	\$ 1.20	\$ 1.15	\$ 1.15

Report Period: 7/1/2017- 10/01/2017- 1/1/2018- 4/1/2018-
9/30/2017 12/31/2017 3/31/2018 6/30/2018

FY 2017 - 2018 Includes JARC; SMTP and LARS Trips

	Fiscal Year			Total	2018 Average
Trips	2413			2413	2413
Unduplicated Individuals	213				213
Passenger Miles	30,625			30625	30625
Operational Costs	\$ 39,843.29			\$ 39,843.29	\$ 39843.29
Capital Costs	\$ -				\$ -
Total Costs:	\$ 39,843.29	\$ -	\$ -	\$ 39,843.29	\$ 39843.29
Farebox Revenue	\$ 5,379.00			\$ 5,379.00	\$ 5379.00
Operational Cost Per Trip	\$ 16.51	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
Operational Cost Per Individual	\$ 187.06	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
Operational Cost Per Passenger Miles	\$ 1.30	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!

Lancaster County Department of Social Services

Human Services Complex
1837 Pageland Hwy, P.O. Box 1719
Lancaster, South Carolina 29721-7606
(803) 286-6914

Office Hours:
Monday - Friday
8:30 AM - 5:00 PM



Serving Children and Families

**79th
Annual Report
July 1, 2015 - June 30, 2016**

Equal Opportunity Employer

This Annual Report is prepared in compliance with the law creating the Department of Social Services. It is submitted to the Legislative Delegation, the Lancaster County Council, Clerk of Court, Grand Jury, and Lancaster County Honorable Members. The report reflects the activities of the Lancaster County Department of Social Services for the fiscal year, which ended June 30, 2016.

The Board and staff of the Lancaster County Department of Social Services appreciate the cooperation and support we have received from those to whom this report is submitted. We would also like to thank the other agencies, churches, civic clubs, the news media and concerned citizens who have assisted us in many ways. It is our hope that this Annual Report will provide a better insight into our many responsibilities and accomplishments.

Respectfully submitted:

Lancaster County Board of Social Services
 Mr. David Jenkins, Chairperson
 Mrs. Pamela Stewart
 Mr. Anthony Pelham
 Mr. Reginald Lowery
 Mrs. Sara Eddins
 Mrs. Janice R. Chapman, Director

The mission of the South Carolina Department of Social Services is to serve South Carolina by promoting the safety, permanency, and well-being of children and vulnerable adults, helping individuals achieve stability and strengthening families.

For the 2015-2016 year the citizens of Lancaster County received, in money payment and/or in payment to service providers, the following benefits having met the eligibility requirements of the Lancaster County Department of Social Services.

COUNTY REPORT INFORMATION

(Abbreviated Form)

Fiscal Year July 1, 2015 - June 30, 2016

Lancaster County

ASSISTANCE PAYMENTS

2V000	TANF	529,597
2J450 (1101)	IV-A Emergency Assistance	50,882
2J100	*IV-E Foster Care	66,955
2J400	*CWS Foster Care	44,600
2Z200	Food Stamps Issued	18,091,217
** Commodities Distribution-TTEFAP		Not Available
2I450 (1775) TANF-EA Flex Funds		0
2I500 (1775) SSBG Flex		0
*** Medical Assistance		Not Available

TOTAL ASSISTANCE PROGRAM BENEFITS

18,783,251

TOTAL ADMINISTRATIVE AND SERVICE DELIVERY EXPENDITURES

3,261,140

TOTAL EXPENDITURES WITHIN LANCASTER COUNTY

22,044,391

* Adoption Assistance is not included in these figures since it is accumulated by region and state office.

**During SFY 2000-2001, the method of commodities distribution under the Emergency Food Assistance Program was changed from distribution by the county office to distribution through food banks and pantries. Information on the county distributions by the entities was not available SFY 2015-2016.

*** Medical Assistance figures were previously provided by the South Carolina Department of Health and Human Services (SCDHHS). This information is no longer available because the Medicaid Eligibility function was transferred to SCDHHS effective July 1, 2002.

Lancaster County DSS provides a range of services to improve the quality of life of the citizens of Lancaster County. Services and programs include Child and Adult Protective Services, Foster Care, and Homemaker assistance. Economic assistance is offered through the Temporary Assistance for Needy Families (TANF) and the Supplemental Nutrition Assistance Program (SNAP). Assistance in establishing child support is also offered by Lancaster County DSS. The following staff as of June 30, 2016 provided these programs and services.

Administration

County Director	1
Business Manager	1
Administrative Assistant	1
Accounting Technician	1
Administrative Specialist	5
Administrative Specialist	Temp 1
Human Resource	1
FS E&T Worker	Grant 1
Admin Assistant LCOP – Temp	1

Legal

Attorney III	(Circuit) 1
Paralegal Assistance	Temp 1

Family Independence / Economic Services

Social Services Supervisor III	1
Social Services Supervisor I	1
FI Case Manager	3
FI SNAP Specialist	1
SNAP Specialist	5
SNAP Temp Hourly	5
SNAP Temp Grant	1
FI Temp Grants	3
Job Developer Grant	1

Human Services

Social Services Supervisor III	1
Social Services Supervisor I	4
Social Services Supervisor I	Grant 1
Human Services Specialist	21
Human Services Specialist	Grant 6
Social Services Aides	2

Total Positions for Lancaster 71

Lancaster County Department of Social Services truly appreciates the dedication, commitment and support of the citizens of Lancaster County and its governing bodies. Cooperation and collaboration are the cornerstones of good citizenship. Our office is located at 1837 Pageland Highway, Lancaster, South Carolina, 29720. The main office number is (803) 286-6914.



Hunger & Homelessness Awareness Week

November 13-17, 2017

Monday, November 13th

11:00 a.m. to 1:00 p.m.

Citadel House Emergency/Transitional Shelter for Men
1242 Trestle Lane

Open House, Tour, Information, Donation Collection, Refreshments
(See a list of needs on the back of this sheet)

Tuesday, November 14th

Noon to 12:30 p.m.

In front of the Old County Courthouse
101 North Main Street

Stand Together to end Hunger and Homelessness
Prayers, Speakers, and Music highlight this 30 minute event.

Wednesday, November 15th

8:30 a.m. to 9:15 a.m.

Pastor and Church Leaders Fellowship Breakfast

First Presbyterian Church Fellowship Hall

700 North Main Street

Information about Services and Resources Available

Thursday, November 16th

10:00 a.m. to Noon

Senior Event- Memory Screening and Vial of Life Information

Lancaster Bowling Center

1352 Reece Road

Friday, November 17th

10:00 a.m. to 2:00 p.m.

Lancaster County Outreach Project

Corner of Main Street and Barr Street in Downtown Lancaster

Fill the van with donations for babies and toddlers in Foster Care

(See a list of needs on the back of this sheet)

Join us to help raise awareness!

Hunger & Homelessness Awareness Week



Needs List for Citadel House Men's Shelter

- ◆ Clothing Items, Shoes, socks, t-shirts, underwear
 - ◆ Personal hygiene items
 - ◆ Donation of Meals or Other Food and Snack Items
 - ◆ Laptop or Desktop Computers or Printers for Computer Lab
 - ◆ Dishwashing Liquid, Liquid Laundry Detergent, Cleaning Supplies
 - ◆ Towels, Washcloths, Window Curtains
 - ◆ Bibles
 - ◆ Storage Totes—18 gallon; 23x15 or 43x30
 - ◆ Financial Support—Monthly Commitment or One-time Donation
- For More Information contact: James Pringle, Program Director (803) 286-0020*

Needs List for Lancaster County Outreach Project Foster Care Babies and Toddlers

- ◆ Diapers sizes 1-6
 - ◆ Pull-ups sizes 2T—5T
 - ◆ Pacifiers, Bottles
 - ◆ Bibs, Onesies
 - ◆ Baby Wipes, Baby Lotion
 - ◆ Clothes sizes 0-24 months (new or gently used)
- For More Information contact: Lauren Kornegay, Program Director (803) 289-4438*

All Financial donations may also be sent to:

United Way of Lancaster County, P.O. Box 56 Lancaster, SC 29721

Please make checks payable to United Way and indicate your donation is for L.A.C.H. in the memo of your check.

In-kind donations may be dropped off as indicated on the day of collection or at the United Way Offices, 109 South Wylie Street

For additional details, find us on Facebook, call 803-283-8923 or email exec.director@uwaylsc.org

County Council Agenda Item Summary

Ordinance # / Resolution#: Resolution #0979-R2017, Ordinance #2017-1481 and Ordinance #2017-1484
Contact Person / Sponsor: Jamie Gilbert
Department: Economic Development
Date Requested to be on Agenda: November 13, 2017

Issue for Consideration:

Project Shamrock is an existing advanced manufacturer looking to invest and create new jobs in Lancaster County. The project is expected to invest over \$5.7 million over five years and create 88 new jobs with the lowest wage being \$17/hour. The project has considered expanding in Lancaster County or other states.

The Lancaster County Department of Economic Development in working with Project Shamrock to ensure the project expands in the county has recommended the following property tax incentives for the project:

- 1) A 25 Year Fee-In-Lieu-of-Tax (FILOT) agreement which provides a reduced property tax assessment rate of 6% and locked in millage rate of 301 mills.
- 2) A 12 Year Special Source Revenue Credit (SSRC) of 57 ½ % annually to be applied against the FILOT payments.
- 3) Job requirements include the creation of at least 64 new full time jobs over five years, a capital investment of \$4 million, a wage rate that is 85% of the county average and at least 90% of the jobs to be held by United States citizens.

Points to Consider:

The county has expressed a commitment to support existing industry project that create good jobs which provide a living wage. Project Shamrock does this. Over half of the company's employees live in Lancaster County. The project may also provide excellent employment opportunities for displaced Duracell workers. Over 29 years the project without discretionary incentives would generate an estimated \$1,804,973 in total property tax revenue. With the FILOT and SSRC, the project will generate an estimated \$745,038 in property taxes resulting in savings to the company of \$1,059,935 or an annual average of \$415 per job. The LOCI cost benefit analysis shows a return of \$4.20 for every incentive dollar offered. The State of South Carolina is recommending discretionary incentives for the project.

Funding and Liability Factors:

There is no funding required or liability factors.

Council Options:

Vote to approve or decline first reading of Resolution #0979-R2017, Ordinance #2017-1481 and Ordinance #2017-1484 which sets FILOT and SSRC conditions for Project Shamrock and places the property in a multi-county park.

Recommendation:

Approve Resolution #0979-R2017, Ordinance #2017-1481 and Ordinance #2017-1484 for Project Shamrock. 1 4 5

STATE OF SOUTH CAROLINA

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RESOLUTION NO. 0979-R2017

COUNTY OF LANCASTER

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A RESOLUTION

TO STATE THE COMMITMENT OF LANCASTER COUNTY TO ENTER INTO A FEE AGREEMENT WITH PROJECT SHAMROCK, AND/OR ITS DESIGNEE OR NOMINEE; TO PROVIDE THE GENERAL TERMS OF THE FEE AGREEMENT INCLUDING THE PROVISION OF SPECIAL SOURCE REVENUE CREDITS; TO PROVIDE THAT THIS RESOLUTION IS AN INDUCEMENT RESOLUTION FOR PURPOSES OF THE FEE IN LIEU OF TAX SIMPLIFICATION ACT; TO STATE THE COMMITMENT OF LANCASTER COUNTY TO PLACE PROJECT PROPERTY IN A MULTI-COUNTY PARK.

WHEREAS, Lancaster 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 the Fee in Lieu of Tax Simplification Act, codified as Title 12, Chapter 44, Code of Laws of South Carolina 1976, as amended (the "Act"), to enter into a fee in lieu of tax agreement (the "Fee Agreement") with respect to a project which requires the industry to make a payment of a fee in lieu of taxes, through which powers the industrial development of the State of South Carolina and the County will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State of South Carolina and the County and thus to utilize and employ the workforce, products, and natural resources of the State of South Carolina to benefit the general public welfare of the County by providing services, employment, and other public benefits not otherwise provided locally; and

WHEREAS, Project Shamrock, on its own or together with one or more of its subsidiaries, affiliates, successors, assigns, sponsors, lessors, and others (collectively, the "Company"), desires to invest capital in the County in order to construct and install one or more facilities in the County (the "Project"), *provided, that*, approvals of various incentives contemplated for the Project are formalized by the State and/or County; and

WHEREAS, the Project is anticipated to result in an investment of at least \$4,000,000 in real and personal property and the creation of at least sixty-four (64) new, full-time jobs over the number of full-time employees on December 31, 2016; and

WHEREAS, the Company has requested that the County enter into a Fee Agreement, thereby providing for fee-in-lieu of tax ("FILOT") payments ("FILOT Payments") and special source revenue credits ("SSRCs") with respect to the Project; 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 Act and that the Project would serve the purposes of the Act; and

WHEREAS, pursuant to the authority of Section 4-1-170 of the Code of Laws of South Carolina 1976, as amended and Article VIII, Section 13(D) of the South Carolina Constitution (collectively, the

“MCP Laws”), the County is authorized to create a multi-county park (an “MCP Park”) pursuant to a qualifying agreement with one or more contiguous South Carolina counties (the “Park Agreement”); and

WHEREAS, the County intends by this Resolution to commit itself to (i) enter into a negotiated fee-in-lieu of tax agreement with the Company under the Act, (ii) provide for SSRCs against the FILOT Payments to be made by the Company in connection with the foregoing fee-in-lieu of tax arrangements, and (iii) locate the Project in an MCP Park.

NOW, THEREFORE, BE IT RESOLVED by the Council of Lancaster County, South Carolina:

1. For purposes of the Act, this Resolution is an “Inducement Resolution.” For purposes of Section 12-44-110 of the Act, this Resolution constitutes preliminary approval by the County prior to the execution of a fee agreement.

2. The County commits to enter into a negotiated FILOT arrangement with the Company for the Project, the terms of which shall be set forth in a Fee Agreement in form and manner satisfactory to the County and the Company containing substantially the following terms:

- a. an Investment Period, as defined in the Act, of seven (7) years;
- b. the Company’s commitment to invest at least \$4,000,000 in economic development property for the Project, not later than the end of the Investment Period (the “Investment Commitment”);
- c. the Company’s commitment to create new full-time jobs (*i.e.*, at least thirty (30) hours per week), all with health care benefits and an hourly wage rate not less than seventeen dollars (\$17.00) (“New Full-Time Jobs”) at the following employment levels and in the designated timeframes with the “Year” number referring to the year that corresponds with the earlier of either the year following the year in which economic development property is first placed in service or the first year SSRCs are taken, with Year 1 being the first year:
 1. to have employed, as measured over the base number of employees to be set in the Fee Agreement (the “Base Number of Employees”), in New Full-Time Jobs an average of not less than seventeen (17) during Year 1,
 2. to have employed, over the Base Number of Employees, in New Full-Time Jobs an average of not less than thirty-one (31) during Year 2,
 3. to have employed, over the Base Number of Employees, in New Full-Time Jobs an average of not less than forty-one (41) during Year 3,
 4. to have employed, over the Base Number of Employees, in New Full-Time Jobs an average of not less than fifty-nine (59) during Year 4, and
 5. to have employed, over the Base Number of Employees, in New Full-Time Jobs an average of not less than sixty-four (64) during Year 5 and each year thereafter in which the Company is receiving a special source revenue credit.

The hourly wage rate of seventeen dollars (\$17.00) shall be adjusted at the end of Year 5 to 85% of the then current per capita hourly wage rate as published by the South Carolina

Department of Revenue and applied to Years 6-10; *provided that*, at the end of Year 10 the hourly wage rate shall be adjusted to 85% of the then current per capita hourly wage rate and applied to Years 11-12. Jobs relocated from other states to the Project shall be counted as New Full-Time Jobs. The Company's commitment to create New Full-Time Jobs as described in this Paragraph 2.c is referred to as the "Jobs Commitment." The provisions of the Fee Agreement providing for the Jobs Commitment will set the Base Number of Employees and will include a total number of jobs for each Year to reflect the Base Number of Employees plus the number of New Full-Time Jobs;

- d. calculation of FILOT Payments using an assessment ratio of six percent (6%) and a millage rate fixed for the life of the FILOT of 301.1, if the Fee Agreement is executed in calendar year 2017, or 313.0, if the Fee Agreement is executed in calendar year 2018, *provided, however*, that in any year after December 31, 2019 in which the Company fails to have employed, as measured over the Base Number of Employees, in New Full-Time Jobs an average of not less than ten (10), for a total number of jobs at the facility to be set in the Fee Agreement, the Company shall pay to the County an additional fee equal to the difference between the total amount of property taxes that would have been paid by the Company had the Project been subject to *ad valorem* property taxes and the total amount of FILOT Payments actually made by the Company;
- e. a term of twenty-five (25) years for the Fee Agreement and for each phase of the Project;
- f. a special source revenue credit equal to 57.5% of the FILOT Payments for the first twelve (12) consecutive years in which FILOT Payments are required to be made under the Fee Agreement, *provided, however*, that in any year in which the Company fails to meet the Jobs Commitment, the annual special source revenue credit shall be reduced in the same proportion that the Company failed to meet the Jobs Commitment. For example, if in Year 3, the Company should have employed, over the Base Number of Employees, in New Full-Time Jobs an average of not less than forty-one (41), but the Company employed an average of thirty-five (35), then the SSRC would be set at 85.37% (35 divided by 41 equals 85.37%) of 57.5% which results in a special source revenue credit in Year 3 of 49.09% (85.37% times 57.5% equals 49.09%); and
- g. the Company's commitment to reimburse the County for its administrative expenses associated with the review, negotiation and preparation of all documentation and authorizing proceedings, including attorney's fees, for the Project and for its administrative expenses associated with the annual computation of the special source revenue credits.

3. Council shall use its best efforts to adopt a new Park Agreement or amend an existing Park Agreement to include the land on which the Project is located, to the extent that the land, or any portion thereof, is not currently subject to a Park Agreement. The period of time for inclusion of the land in an MCP Park shall be for the same period that the Fee Agreement is effective.

4. (A) The County shall use its best efforts to (i) assist the Company in locating potential grants from the state and utilities for any public infrastructure costs associated with the Project, (ii) assist the Company

in applying for state economic development incentives that flow through the County, and (iii) assist the Company in securing job training through the ReadySC program.

(B) As used in this Section 4, "best efforts" include, without limitation, filing all required and necessary documents and applications relating to the grants or assistance, formally recommending approval of the grants or assistance and making the grants or assistance available at the commencement of the construction of the Project if provided by the granting or assisting entity and giving the Company written evidence of the grants or assistance when approved.

5. Council's commitments and agreements contained in Sections 3 and 4 are subject to the exercise of discretion by granting or approving entities other than the County and the exercise of that discretion is not controlled by the County.

6. Council shall approve the Fee Agreement, and any other agreement or document contemplated by this Resolution in accordance with South Carolina law and the rules and procedures of the Council.

7. County Council finds that (i) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise adequately provided locally, (ii) the Project gives rise to no pecuniary liability of the County or incorporated municipality and to no charge against the general credit or taxing power of either the County or any incorporated municipality, (iii) the purposes to be accomplished by the Project are proper governmental and public purposes, and (iv) the benefits of the Project to the public are greater than the costs to the public.

8. To the extent this Resolution contains provisions that conflict with other orders, resolutions, and parts thereof, the provisions contained in this Resolution supersede all other orders, resolutions and parts thereof and this Resolution is controlling.

9. This Resolution takes effect upon its adoption.

Adopted this _____ day of _____, 2017.

LANCASTER COUNTY, SOUTH CAROLINA

[SEAL]

Steve Harper, Chair, County Council

Larry Honeycutt, Secretary, County Council

Attest:

Sherrie Simpson, Clerk to Council

County Council Agenda Item Summary

Ordinance # / Resolution#: Resolution #0979-R2017, Ordinance #2017-1481 and Ordinance #2017-1484
Contact Person / Sponsor: Jamie Gilbert
Department: Economic Development
Date Requested to be on Agenda: November 13, 2017

Issue for Consideration:

Project Shamrock is an existing advanced manufacturer looking to invest and create new jobs in Lancaster County. The project is expected to invest over \$5.7 million over five years and create 88 new jobs with the lowest wage being \$17/hour. The project has considered expanding in Lancaster County or other states.

The Lancaster County Department of Economic Development in working with Project Shamrock to ensure the project expands in the county has recommended the following property tax incentives for the project:

- 1) A 25 Year Fee-In-Lieu-of-Tax (FILOT) agreement which provides a reduced property tax assessment rate of 6% and locked in millage rate of 301 mills.
- 2) A 12 Year Special Source Revenue Credit (SSRC) of 57 ½ % annually to be applied against the FILOT payments.
- 3) Job requirements include the creation of at least 64 new full time jobs over five years, a capital investment of \$4 million, a wage rate that is 85% of the county average and at least 90% of the jobs to be held by United States citizens.

Points to Consider:

The county has expressed a commitment to support existing industry project that create good jobs which provide a living wage. Project Shamrock does this. Over half of the company's employees live in Lancaster County. The project may also provide excellent employment opportunities for displaced Duracell workers. Over 29 years the project without discretionary incentives would generate an estimated \$1,804,973 in total property tax revenue. With the FILOT and SSRC, the project will generate an estimated \$745,038 in property taxes resulting in savings to the company of \$1,059,935 or an annual average of \$415 per job. The LOCI cost benefit analysis shows a return of \$4.20 for every incentive dollar offered. The State of South Carolina is recommending discretionary incentives for the project.

Funding and Liability Factors:

There is no funding required or liability factors.

Council Options:

Vote to approve or decline first reading of Resolution #0979-R2017, Ordinance #2017-1481 and Ordinance #2017-1484 which sets FILOT and SSRC conditions for Project Shamrock and places the property in a multi-county park.

Recommendation:

Approve Resolution #0979-R2017, Ordinance #2017-1481 and Ordinance #2017-1484 for Project Shamro 150

STATE OF SOUTH CAROLINA
COUNTY OF LANCASTER

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ORDINANCE NO. 2017-1481

AN ORDINANCE

TO AMEND THE AMENDED AND RESTATED MASTER MULTI-COUNTY PARK AGREEMENT BETWEEN CHESTERFIELD COUNTY, SOUTH CAROLINA AND LANCASTER COUNTY, SOUTH CAROLINA, AS AMENDED AND RESTATED AS OF NOVEMBER 9, 2015, EXHIBITS UPDATED THROUGH FEBRUARY 13, 2017, SO AS TO FURTHER UPDATE THE EXHIBITS BY ADDING PROPERTY LOCATED IN LANCASTER COUNTY (PROJECT SHAMROCK).

Be it ordained by the Council of Lancaster County, South Carolina:

Section 1. Findings and determinations; Purpose.

(a) The Council finds and determines that:

(1) Lancaster County, South Carolina ("Lancaster County") is authorized by Article VIII, Section 13(D) of the South Carolina Constitution and by Sections 4-1-170, -172 and -175 of the Code of Laws of South Carolina 1976, as amended, to jointly develop, in conjunction with contiguous counties, industrial and business parks (each a "Multi-County Park");

(2) Lancaster County and Chesterfield County, South Carolina ("Chesterfield County"), are contiguous counties which, pursuant to Ordinance No. 2013-14-08, enacted by Chesterfield County Council on December 4, 2013, and Ordinance No. 2013-1230 enacted by Lancaster County Council on December 9, 2013, established a Multi-County Park pursuant to the Master Multi-County Park Agreement dated as of December 9, 2013 (the "Park Agreement");

(3) Lancaster County, pursuant to Ordinance No. 2015-1352 enacted by Lancaster County Council on November 9, 2015, Resolution No. 0903-R2015 enacted on December 14, 2015, Ordinance No. 2015-1381 enacted on January 11, 2016, Ordinance No. 2016-1407 enacted on September 12, 2016, Ordinance No. 2016-1420 enacted on November 28, 2016, and Ordinance No. 2016-1427 enacted on December 12, 2016 and Chesterfield County, pursuant to Ordinance No. 14-15-20 enacted by Chesterfield County Council on November 4, 2015, Ordinance No. 15-16-10 enacted on December 16, 2015, Resolution No. 2016-01 enacted on January 6, 2016, Resolution No. 2016-11 enacted on September 7, 2016, Resolution No. 2016-16 enacted on December 7, 2016, and Resolution No. 2016-15 enacted on December 7, 2016 authorized an Amended and Restated Master Multi-County Park Agreement dated as of November

9, 2015 with Exhibits Updated Through February 13, 2017 (the “Amended and Restated Park Agreement”); and

(4) the County has committed itself by passage of an inducement resolution to include the PROJECT SHAMROCK property in a multi-county park; and

(5) the Amended and Restated Park Agreement provides that property may be added to the Multi-County Park upon the passage of an approving ordinance of the county in which the subject property is located and a resolution of the non-host county.

(b) It is the purpose of this ordinance to approve the addition of the properties identified in Section 2 of this ordinance to the Amended and Restated Park Agreement.

Section 2. Approval of amendment.

Council approves the amendment of Exhibit A (Lancaster County) of the Amended and Restated Park Agreement by adding at the end of Exhibit A (Lancaster County):

/I. Properties included pursuant to Lancaster County Ordinance No. 2017-14__, enacted on _____, 2017, and Chesterfield County Resolution No. 2017-__, enacted on _____, 2017:

PROJECT SHAMROCK ROAD

Tax Map No.

Owner

PROJECT SHAMROCK NO.

PROJECT SHAMROCK/

Section 3. Preparation of amended Park Agreement.

When Chesterfield County has passed a resolution approving the addition of the property identified in Section 2 of this ordinance, the County Administrator, in consultation with the County Administrator of Chesterfield County, shall cause to be prepared an Amended and Restated Park Agreement with Exhibit A (Lancaster County) revised as set forth in Section 2 of this ordinance. A copy of the revised Amended and Restated Park Agreement with a revised Exhibit A (Lancaster County) shall be provided to the Administrator, Clerk to Council, Assessor, Auditor and Treasurer of Lancaster County and Chesterfield County.

Section 4. Conflicting provisions.

To the extent this ordinance contains provisions that conflict with provisions contained elsewhere in the Lancaster County Code or other County ordinances, resolutions, policies, procedures and actions, the provisions contained in this ordinance supersede all other provisions and this ordinance is controlling.

Section 5. Severability.

If any section of this ordinance is, for any reason, determined to be void or invalid by a court of competent jurisdiction, it shall not affect the validity of any other section of this ordinance which is not itself void or invalid.

Section 6. Effective Date.

This ordinance is effective upon Third Reading.

AND IT IS SO ORDAINED

Dated this _____ day of _____, 2017.

LANCASTER COUNTY, SOUTH CAROLINA

Steve Harper, Chair, County Council

Larry Honeycutt, Secretary, County Council

ATTEST:

Sherrie Simpson, Clerk to Council

First Reading:	November 13, 2017	
Second Reading:	November 27, 2017	(Tentative)
Public Hearing:	December 11, 2017	(Tentative)
Third Reading:	December 11, 2017	(Tentative)

County Council Agenda Item Summary

Ordinance # / Resolution#: Resolution #0979-R2017, Ordinance #2017-1481 and Ordinance #2017-1484
Contact Person / Sponsor: Jamie Gilbert
Department: Economic Development
Date Requested to be on Agenda: November 13, 2017

Issue for Consideration:

Project Shamrock is an existing advanced manufacturer looking to invest and create new jobs in Lancaster County. The project is expected to invest over \$5.7 million over five years and create 88 new jobs with the lowest wage being \$17/hour. The project has considered expanding in Lancaster County or other states.

The Lancaster County Department of Economic Development in working with Project Shamrock to ensure the project expands in the county has recommended the following property tax incentives for the project:

- 1) A 25 Year Fee-In-Lieu-of-Tax (FILOT) agreement which provides a reduced property tax assessment rate of 6% and locked in millage rate of 301 mills.
- 2) A 12 Year Special Source Revenue Credit (SSRC) of 57 ½ % annually to be applied against the FILOT payments.
- 3) Job requirements include the creation of at least 64 new full time jobs over five years, a capital investment of \$4 million, a wage rate that is 85% of the county average and at least 90% of the jobs to be held by United States citizens.

Points to Consider:

The county has expressed a commitment to support existing industry project that create good jobs which provide a living wage. Project Shamrock does this. Over half of the company's employees live in Lancaster County. The project may also provide excellent employment opportunities for displaced Duracell workers. Over 29 years the project without discretionary incentives would generate an estimated \$1,804,973 in total property tax revenue. With the FILOT and SSRC, the project will generate an estimated \$745,038 in property taxes resulting in savings to the company of \$1,059,935 or an annual average of \$415 per job. The LOCI cost benefit analysis shows a return of \$4.20 for every incentive dollar offered. The State of South Carolina is recommending discretionary incentives for the project.

Funding and Liability Factors:

There is no funding required or liability factors.

Council Options:

Vote to approve or decline first reading of Resolution #0979-R2017, Ordinance #2017-1481 and Ordinance #2017-1484 which sets FILOT and SSRC conditions for Project Shamrock and places the property in a multi-county park.

Recommendation:

Approve Resolution #0979-R2017, Ordinance #2017-1481 and Ordinance #2017-1484 for Project Shamro

STATE OF SOUTH CAROLINA

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ORDINANCE NO. 2017-1484

COUNTY OF LANCASTER

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AN ORDINANCE

TO AUTHORIZE THE EXECUTION AND DELIVERY OF A FEE AGREEMENT BY AND BETWEEN LANCASTER COUNTY AND PROJECT SHAMROCK, PROVIDING FOR THE PAYMENT OF A FEE-IN-LIEU OF TAXES AND THE PROVISION OF SPECIAL SOURCE REVENUE CREDITS; TO EXPRESS THE INTENTION OF COUNCIL TO PROVIDE MONIES TO THE ECONOMIC DEVELOPMENT FUND.

Be it ordained by the Council of Lancaster County, South Carolina:

Section 1. Findings.

The Lancaster County Council finds that:

(a) Lancaster County, South Carolina (the "County") acting by and through its County Council (the "Council") is authorized and empowered pursuant to the provisions of Title 12, Chapter 44 of the Code of Laws of South Carolina 1976 (the "Code"), as amended (the "Act"), to enter into fee-in-lieu of tax ("FILOT") agreements with any industry, with said agreements identifying certain properties of such industries as economic development property, through which powers the industrial development of the State of South Carolina (the "State") and the County will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate, remain, and expand in the State and the County and thus utilize and employ the manpower, products, and natural resources and benefit the general public welfare of the State and County by providing services, employment, or other public benefits not otherwise adequately provided locally;

(b) the County is authorized by Sections 4-1-175 and 4-29-68 of the Code, as amended, and Section 12-44-70 of the Act to provide special source revenue credits for the purpose of defraying the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County and for improved and unimproved real estate and personal property, including machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise in order to enhance the economic development of the County;

(c) Project Shamrock, a corporation organized and existing under the laws of the State of _____ (the "Sponsor") is considering investing, through itself and/or one or more existing or to be formed affiliated entities, in personal property and certain real estate improvements located in the County which would constitute a project within the meaning of the Act and which are eligible for inclusion as economic development property, the cost of which is estimated to be at least Four Million Dollars (\$4,000,000.00) (the "Project");

(d) pursuant to Resolution No. 0979-R2017, adopted _____, 2017, the Council approved an Inducement Resolution providing for, among other things, the agreement of the County to enter into a fee-in-lieu of tax incentive with the Sponsor and the provision of special source revenue credits;

(e) the Sponsor has caused to be prepared and presented to the Council the form of the Fee Agreement by and between the County and the Sponsor (the "Fee Agreement"), which provides for fee-in-lieu of tax payments utilizing a six percent (6%) assessment ratio and fixed millage rate of 301.1 mills, if the Fee Agreement is executed in calendar year 2017, or 313.0 mills, if the Fee Agreement is executed in calendar year 2018, for a period of twenty-five (25) years for the Project or each component thereof placed in service during the Investment Period (as defined in the Fee Agreement), including any extension to the Investment Period to which the County and the Sponsor agree, and also provides for special source revenue credits equal to fifty-seven and five-tenths percent (57.5%) of the fee-in-lieu of tax payments for twelve (12) consecutive years in which fee-in-lieu of tax payments are required to be made thereunder; and

(f) it appears that the Fee Agreement, which is attached to this ordinance, is in appropriate form and is an appropriate instrument to be executed and delivered by the County for the purposes intended.

Section 2. Approval of Fee Agreement.

Subject to the provisions of Section 4 of this ordinance, and, in order to promote industry, develop trade, and utilize and employ the manpower, products, and natural resources of the State by assisting the Sponsor to expand or locate an industrial facility in the State, the Fee Agreement is hereby authorized, ratified, and approved.

Section 3. Statutory Findings.

Council makes the following additional findings:

(a) The Project will constitute a "project" as the term is referred to and defined in the Act, and the County's actions herein will subserve the purposes and in all respects conform to the provisions and requirements of the Act.

(b) The Project and the payments in lieu of taxes set forth herein are beneficial to the County, and the County has evaluated the Project based upon all criteria prescribed by law, including the anticipated dollar amount and nature of the investment to be made.

(c) 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.

(d) The Project gives rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either.

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

(f) The inducement of the location or expansion of the Project within the County and State is of paramount importance.

(g) The benefits of the Project to the public will be greater than the costs to the public.

Section 4. Approval and Execution of Fee Agreement.

The form, terms, and provisions of the Fee Agreement, attached hereto as Exhibit A, are approved, and all of the terms, provisions, and conditions thereof are incorporated herein by reference as if the Fee Agreement was set out in this ordinance in its entirety. The Council Chair and Council Secretary are authorized, empowered, and directed to execute and acknowledge the Fee Agreement in the name of and on behalf of the County, and thereupon to cause the Fee Agreement to be delivered to the Sponsor. The Fee Agreement is to be in substantially the form as attached to this ordinance and hereby approved, with such changes therein as shall not be materially adverse to the County and as shall be approved by the officials of the County executing the same, upon the advice of counsel to the County, such officer's execution thereof to constitute conclusive evidence of such officer's approval of any and all changes or revisions therein from the form of the Fee Agreement attached to this ordinance.

Section 5. Economic Development Fund.

(A) Council finds that (i) by passage of Ordinance No. 2014-1260, Council created an Economic Development Fund with the intent to make monies available to the fund from new revenues to the County derived from new and expanded businesses and industry, and (ii) the ability to make monies available to the Economic Development Fund can be difficult because of complexities and legalities applicable to fee-in-lieu of tax arrangements and multi-county parks.

(B) It is the intent of Council, in the annual County budget, to appropriate monies to the Economic Development Fund based on the new revenue that the County receives pursuant to the Fee Agreement. Specifically, it is Council's intent to appropriate from the General Fund of the County an amount based on the following formula: Seven percent (7%) times the amount of money received pursuant to the Fee Agreement by the County after distribution to other taxing entities in the most recently completed tax year.

Section 6. Authority to Act.

The Council Chair, Council Secretary, Clerk to Council, County Administrator, County Attorney and all other appropriate officials of the County are authorized and directed to do any and all things necessary to effect the execution and delivery of the Fee Agreement and the performance of all obligations of the County under and pursuant to the Fee Agreement.

Section 7. Severability.

If any section, subsection or clause of this ordinance is held to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections and clauses shall not be affected.

Section 8. Controlling Provisions.

To the extent this ordinance contains provisions that conflict with provisions contained elsewhere in the Lancaster County Code or other County ordinances, resolutions or orders, the provisions contained in this ordinance supersede all other provisions and this ordinance is controlling.

Section 9. Effective Date.

This ordinance is effective upon Third Reading.

AND IT IS SO ORDAINED

Dated this _____ day of _____, 2017.

LANCASTER COUNTY, SOUTH CAROLINA

Steve Harper, Chair, County Council

Larry Honeycutt, Secretary, County Council

ATTEST:

Sherrie Simpson, Clerk to Council

First Reading:	November 13, 2017	
Second Reading:	November 27, 2017	(Tentative)
Public Hearing:	December 11, 2017	(Tentative)
Third Reading:	December 11, 2017	(Tentative)

Exhibit A to Ordinance No. 2017-1484

Fee Agreement

See attached.

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FEE AGREEMENT

by and between

LANCASTER COUNTY, SOUTH CAROLINA,

and

PROJECT SHAMROCK

Dated as of December 11, 2017

FEE AGREEMENT

This FEE AGREEMENT (this "Agreement") is dated as of December 11, 2017, by and between LANCASTER COUNTY, SOUTH CAROLINA, a body politic and corporate and a political subdivision of the State of South Carolina (the "County") and PROJECT SHAMROCK, a _____ ("Sponsor" and "Company" and, together with any subsequently joined Sponsor Affiliate(s), the "Companies").

WITNESSETH:

WHEREAS, the County, acting by and through its County Council, is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 (the "Act") of the Code of Laws of South Carolina 1976, as amended (the "Code") and Sections 4-1-170, 4-1-172, and 4-1-175 of the Code and Article VIII, Section 13(D) of the South Carolina Constitution (the "Multi-County Park Act"): (i) to enter into agreements with certain investors to construct, operate, maintain, and improve certain industrial and commercial properties through which the economic development of the State of South Carolina will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State of South Carolina and thus utilize and employ the manpower, agricultural products, and natural resources of the State; (ii) to covenant with such investors to accept certain payments in lieu of *ad valorem* taxes with respect to the project (a "FILOT"); and (iii) to maintain, create or expand, in conjunction with one or more other counties, a multi-county industrial park in order to afford certain enhanced income tax credits to such investors; and

WHEREAS, the Companies propose to renovate and expand the Company's existing manufacturing facility in the County (the "Project"); and

WHEREAS, the Companies anticipate that the Project will result in the creation of at least sixty-four (64) new, full-time jobs and an investment of at least \$4,000,000 in the County; and

WHEREAS, the County Council approved on November 13, 2017, Resolution No. 0979-R2017 (the "Inducement Resolution") to identify, reflect and induce the Project under the Act and to state the commitment of the County to, among other things, enter into this Agreement; and

WHEREAS, as a result of the Companies locating the Project in the County, the Companies requested that the County complete the FILOT arrangement referred to in the Inducement Resolution by entering into this Agreement with the Companies pursuant to the Act, and the Companies elect to enter into such FILOT arrangement with the County in an effort to implement the terms of the Project and allow the Companies to make FILOT payments pursuant to the Act; and

WHEREAS, it is presently anticipated, but not required, that Sponsor will initially own that portion of the Project comprised of the Land (as defined herein), certain real property improvements, and personal property now or hereafter constructed thereon; and

WHEREAS, for the Project, the parties have also determined that Sponsor is a Project Sponsor, and that the Project constitutes Economic Development Property within the meaning of the Act; and

WHEREAS, for the purposes set forth above, the County has determined that it is in the best interests of the County to enter into this Agreement with the Companies, subject to the terms and conditions herein set forth.

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, and the sum of \$1.00 in hand, duly paid by the Companies to the County, the receipt and sufficiency of which are hereby acknowledged, the County and the Companies agree as follows:

ARTICLE I

DEFINITIONS AND RECAPITULATION

Section 1.01. Statutorily Required Recapitulation.

(a) Pursuant to Section 12-44-55(B) of the Act, the County and the Companies agree to waive the recapitulation requirements of Section 12-44-55 of the Act. Subsection (b) of this section is inserted for convenience only and does not constitute a part of this Agreement or a summary compliant with Section 12-44-55 of the Act.

(b) Summary of Agreement.

1. Legal name of each initial party to this Agreement:
Project Shamrock, Lancaster County, South Carolina.
2. County, street address, parcel number or other location identifier of the Project and property to be subject to this Agreement:
Lancaster County, South Carolina
Portion of Parcel No.
3. Minimum investment agreed upon: \$4,000,000.
4. Length and term of this Agreement: 25 years for each annual increment of investment in the Project during the Investment Period.
5. Assessment ratio applicable for each year of this Agreement: 6%, except as otherwise provided in the Agreement.
6. Millage rate applicable for each year of this Agreement: 301.1 mills, if the Agreement is executed in calendar year 2017, and 313.0, if the Agreement

is executed in calendar year 2018, except as otherwise provided in the Agreement.

7. Statements

- (a) The Project is to be located in a multi-county park;
- (b) Disposal of property subject to payments-in-lieu-of-taxes is allowed;
- (c) Special Source Revenue Credits shall be given to the Economic Development Property in amounts equal to 57.5% of Negotiated FILOT Payments for each of the first twelve (12) consecutive years in which Negotiated FILOT Payments are required to be made hereunder;
- (d) Payment will not be modified using a net present value calculation; and
- (e) Replacement property provisions will apply.

Section 1.02. Definitions. In addition to the words and terms elsewhere defined in this Agreement, the following words and terms as used herein and in the preambles hereto shall have the following meanings, unless the context or use indicates another or different meaning or intent.

“*Act*” or “*Simplified FILOT Act*” shall mean Title 12, Chapter 44 of the Code, as amended through the date hereof.

“*Administration Expense*” shall mean the reasonable and necessary out-of-pocket expenses, including attorneys’ fees, incurred by the County with respect to: (i) the preparation, review, approval and execution of this Agreement, (ii) the preparation, review, approval and execution of other documents related to this Agreement and any multi-county park documents; and (iii) the fulfillment of its obligations under this Agreement and any multi-county park documents.

“*Affiliate*” shall mean any person or entity directly or indirectly controlling, controlled by, or under common control with such other person or entity. For purposes of this definition, “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of the person or entity, whether through the ownership of voting securities, by contract, or otherwise.

“*Agreement*” shall mean this Fee Agreement by and among the County and the Companies, as originally executed and from time to time supplemented or amended as permitted herein, and dated as of December 11, 2017.

“*Code*” shall mean the Code of Laws of South Carolina 1976, as amended through the date hereof, unless the context clearly requires otherwise.

“*Company*” shall mean the Sponsor.

“*Companies*” shall mean the Sponsor together with any subsequently joined Sponsor Affiliate(s).

“*County*” shall mean Lancaster County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina, and its successors and assigns.

“*County Council*” shall mean the governing body of the County and its successors.

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

“*Economic Development Property*” shall mean each item of real and tangible personal property comprising the Project, except Non-Qualifying Property, within the meaning of that term as defined and used in Sections 12-44-30(6) and 12-44-40(C) of the Code and in this Agreement.

“*Equipment*” shall mean all machinery, equipment, furnishings, and other personal property acquired by Sponsor and installed as part of the Project during the Investment Period in accordance with this Agreement.

“*Event of Default*” shall mean an Event of Default as defined in Section 11.01 hereof.

“*Existing Property*” shall mean property proscribed from becoming Economic Development Property pursuant to Section 12-44-110 of the Code, including, without limitation, property which has been subject to *ad valorem* taxes in the State prior to the execution and delivery of this Agreement and property included in the Project as part of the repair, alteration, or modification of such previously taxed property; provided, however, that Existing Property shall not include: (a) the Land; (b) property acquired or constructed by Sponsor during the Investment Period which has not been placed in service in this State prior to the Investment Period notwithstanding that *ad valorem* taxes have heretofore been paid with respect to such property; or (c) modifications which constitute an expansion of Existing Property.

“*FILOT*” shall mean the fee-in-lieu of taxes, which Sponsor is obligated to pay to the County pursuant to Section 5.01 hereof.

“*FILOT Payments*” shall mean the payments to be made by Sponsor pursuant to Section 5.01 hereof.

“*FILOT Revenues*” shall mean the revenues received by the County from the payment of the FILOT.

“*Investment Commitment*” shall mean the agreement of the Companies to make investments with respect to the Project as set forth in Section 4.01(a) of this Agreement.

“*Investment Period*” shall mean the period beginning with the first day that Economic Development Property is purchased or acquired and ending on the date that is seven (7) years from the end of the property tax year in which this Agreement is executed by the Companies and the County, unless extended by agreement of the County and the Companies pursuant to Section 12-44-30(13) of the Code.

“*Jobs Commitment*” shall mean the commitment of Sponsor to create jobs with respect to the Project as set forth in Section 4.01(b) of this Agreement.

“*Land*” shall mean the real estate upon which the Project is to be located, as described in Exhibit A attached hereto. Additional real estate may be included in Exhibit A by amendment as provided in the Section 12.12 of this Agreement.

“*Multi-County Park*” means the multi-county park established pursuant to the Amended and Restated Master Multi-County Park Agreement, Amended and Restated as of November 9, 2015, between the County and Chesterfield County, South Carolina, as from time to time amended and updated, and as authorized by the MCP Laws.

“*Multi-County Park Act*” shall mean Sections 4-1-170, 4-1-172, and 4-1-175 of the Code and Article VIII, Section 13(D) of the South Carolina Constitution, as amended through the date hereof.

“*Negotiated FILOT Payment*” shall mean the FILOT due pursuant to Section 5.01(b) hereof with respect to that portion of the Project consisting of Economic Development Property.

“*New Full-Time Job*” means a new, full-time job (*i.e.*, at least thirty (30) hours per week), with health care benefits. As used in this definition and as applicable to the Project, “New Full-Time Job” includes only those jobs created for the Project in or after the first year in which Economic Development Property is purchased or acquired for the Project. Jobs relocated from other states to the Project shall be counted as New Full-Time Jobs. Not less than ninety percent (90%) of the persons filling the New Full-Time Job positions must be U.S. citizens.

“*Non-Qualifying Property*” shall mean that portion of the Project consisting of: (i) property as to which Sponsor incurred expenditures prior to the Investment Period or, except as to Replacement Property, after the end of the Investment Period; (ii) Existing Property; and (iii) any Released Property or other property which fails or ceases to qualify for Negotiated FILOT Payments, including without limitation property as to which the Companies have terminated the Negotiated FILOT pursuant to Section 4.03(iii) hereof.

“*Person*” shall mean and include any individual, association, unincorporated organization, corporation, partnership, limited liability company, joint venture, or government or agency or political subdivision thereof.

“*Project*” shall mean, collectively herein, the Project, and shall include the buildings and other improvements on the Land to the extent placed thereon by or on behalf of the Companies, including water, sewer treatment and disposal facilities, and other machinery, apparatus, equipment, office facilities, and furnishings which are necessary, suitable, or useful, including the Equipment, and any Replacement Property.

“*Project Commitment*” shall mean the (i) Investment Commitment, and (ii) Jobs Commitment.

“Released Property” shall mean any portion of the Project removed, scrapped, traded in, sold, or otherwise disposed of pursuant to Section 4.03 hereof, any portion of the Project stolen, damaged, destroyed, or taken by condemnation or eminent domain proceedings as described in Article VII hereof, and any infrastructure which any Company dedicates to the public use (within the meaning of that phrase as used in Section 12-6-3420(C) of the Code).

“Replacement Property” shall mean all property installed in or on the Land in substitution of, or as replacement for, any portion of the Project, but only to the extent that such property may be included in the calculation of the Negotiated FILOT pursuant to Section 5.01(g) hereof and Section 12-44-60 of the Code.

“Special Source Revenue Credits” shall mean the Special Source Revenue Credits described in Section 5.01 hereof.

“Sponsor Affiliate” shall mean any entity who agrees to be bound by the terms and provisions of this Agreement and is approved by the County in writing pursuant to the provisions of Section 8.04 of this Agreement.

“State” shall mean the State of South Carolina.

“Term” shall mean the term of this Agreement, as set forth in Section 10.01 hereof.

“Transfer Provisions” shall mean the provisions of Section 12-44-120 of the Code, as amended through the date hereof.

“Wage Requirement” means Seventeen Dollars (\$17.00) per hour, and, for purposes of satisfying the Wage Requirement, it is applicable in Years 1 through 5 with Year 1 being the first year in which Special Source Revenue Credits are taken (the “Initial Hourly Wage”). The County shall change the Initial Hourly Wage at the end of the first five-year period to not more than eighty-five percent (85%) of the Department of Revenue’s then most recently published average hourly wage for the County and the changed Wage Requirement shall apply to Years 6-10 and at the end of Year 10 the County shall change the Wage Requirement to not more than eighty-five percent (85%) of the Department of Revenue’s then most recently published average hourly wage for the County and the changed Wage Requirement shall apply to Years 11-12. The County shall provide notice to the Sponsor and Sponsor Affiliate of any adjustment to the Wage Requirement.

Section 1.03. References to Agreement. The words “hereof”, “herein”, “hereunder”, and other words of similar import refer to this Agreement as a whole.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.01. Representations and Warranties by County. The County represents and warrants that: (i) it is a body politic and corporate and a political subdivision of the State; (ii) it is authorized by the Act to enter into this Agreement; (iii) it has approved this Agreement in accordance with the procedural requirements of the Act and any other applicable state law; and (iv) it has authorized its officials to execute and deliver this Agreement.

Section 2.02. Representations and Warranties by Sponsor. The Sponsor makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) Sponsor is a corporation, validly existing and in good standing under the laws of [REDACTED] and authorized to do business in the State; has all requisite power to enter into this Agreement; and by proper action has been duly authorized to execute and deliver this Agreement.

(b) The agreements with the County with respect to the FILOT have been instrumental in inducing Sponsor to locate its portion of the Project within Lancaster County and the State.

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

(d) The income tax year of Sponsor for federal and state income tax purposes ends December 31.

(e) No event has occurred and no condition currently exists with respect to Sponsor, which would constitute a Default or an "Event of Default" as defined herein.

(f) Sponsor intends to operate the Project for the purpose of manufacturing [REDACTED]. The Project constitutes a "project" and "economic development property" as provided under the Act.

ARTICLE III

UNDERTAKINGS OF THE COUNTY

Section 3.01. Agreement to Accept FILOT Payments. The County hereby agrees to accept FILOT Payments made by the Companies in accordance with Section 5.01 hereof in lieu of *ad valorem* taxes with respect to the Project until this Agreement expires or is sooner terminated.

Section 3.02. No Warranties by County. Each Company acknowledges that the County has made no warranties or representations, either express or implied, as to the condition or state of the Project or as to the design or capabilities of the Project or that it will be suitable for such Company's purposes or needs. No representation of the County is hereby made with regard to compliance by the Project or any Person with laws regulating: (i) the construction or acquisition of the Project; (ii) environmental matters pertaining to the Project; (iii) the offer or sale of any securities; or (iv) the marketability of title to any property.

Section 3.03. Invalidity. The parties acknowledge that the intent of this Agreement is to afford the Companies the benefits of the Negotiated FILOT Payments in consideration of the Companies' decision to locate the Project within Lancaster County and that this Agreement has been entered into in reliance upon the enactment of the Simplified FILOT Act. In the event that, for any reason, the Act and/or the Negotiated FILOT or any portion thereof is, by a court of competent jurisdiction following allowable appeals, declared invalid or unenforceable in whole or in part, or the portion of the Project consisting of Economic Development Property is deemed not to be eligible for a Negotiated FILOT pursuant to the Act in whole or in part, the Companies and the County express their intentions that such payments be reformed so as to afford the Companies benefits commensurate with those intended under this Agreement as then permitted by law, including without limitation any benefits afforded under the Code, to the extent allowed by law. Absent the legal authorization to effect such reformation, the Companies and the County agree that there shall be due hereunder, with respect to the portion of the Economic Development Property affected by such circumstances, *ad valorem* taxes and that, to the extent permitted by law, each Company shall be entitled: (1) to enjoy the five-year exemption from *ad valorem* taxes (or fees in lieu of taxes) provided by Article X, Section 3 of the Constitution of the State, and any other exemption allowed by law; (2) to enjoy all allowable depreciation; and (3) to receive other tax credits which would be due if such Company were obligated to pay *ad valorem* taxes hereunder. To the extent that under such circumstances the Negotiated FILOT Payments hereunder are required by law to be subject to retroactive adjustment, then there shall be due and payable by such Company to the County with respect to the portion of the Economic Development Property in question an amount equal to the difference between the Negotiated FILOT Payments theretofore actually paid and the amount which would have been paid as *ad valorem* taxes, together with, but only if required by law, interest on such deficiency as provided in Section 12-54-25(D) of the Code. Each Company agrees that if this Agreement is reformed as provided in this Section or if retroactive adjustments are made, then under no circumstances shall the County be required to refund or pay any monies to the Companies.

In addition to and notwithstanding the foregoing paragraph, the County shall not be obligated to perform any of its obligations or promises under this Section 3.03 unless the

Companies have otherwise complied with or provided satisfactory evidence to the County that it intends to comply with its obligations and responsibilities under this Agreement.

Section 3.04. Multi-County Park Status. The County agrees to take action to place the Land in the Multi-County Park until the date this Agreement is terminated. If it becomes necessary to move the Land from one multi-county park to another prior to the termination of this Agreement, the County agrees to use its best efforts to place the Land in a multi-county park established pursuant to the Multi-County Park Act and to maintain the multi-county park designation until the date this Agreement is terminated. The parties acknowledge and agree that the County's agreement to place and maintain the Land in a multi-county park may be subject to the exercise of discretion by a governmental entity other than the County and the exercise of that discretion is not controlled by the County.

ARTICLE IV

INVESTMENT BY COMPANIES IN PROJECT; MAINTENANCE AND MODIFICATION OF PROJECT

Section 4.01. Investment by Companies in Project.

(a) For the Project, the Companies agree and commit to invest at least Four Million Dollars (\$4,000,000) in Economic Development Property by the end of the Investment Period. The investment amount shall not include any amount paid by any Company for real estate improvements on the Land existing as of the date of this Agreement. Investments made by Sponsor and Sponsor Affiliates in Economic Development Property shall be included in any determination whether the Companies have fulfilled their commitment made in this Section to invest in the Project.

(b) For the Project, together with any Sponsor Affiliates, the Sponsor agrees and commits to the following Jobs Commitment: the creation and maintenance of the number of New Full-Time Jobs, paying an hourly wage rate not less than the Wage Requirement, at the following employment levels and in the designated timeframes with the "Year" number referring to the year that corresponds with the earlier of either the year following the year in which economic development property is first placed in service or the first year Special Source Revenue Credits are taken, with Year 1 being the first year:

(1) to have employed, as measured over the base number of employees of _____ () (the "Base Number of Employees"), in New Full-Time Jobs an average of not less than seventeen (17) during Year 1, for a total of _____ () jobs at the facility,

(2) to have employed, over the Base Number of Employees, in New Full-Time Jobs an average of not less than thirty-one (31) during Year 2, for a total of _____ () jobs at the facility,

(3) to have employed, over the Base Number of Employees, in New Full-Time Jobs an average of not less than forty-one (41) during Year 3, for a total of _____ () jobs at the facility,

(4) to have employed, over the Base Number of Employees, in New Full-Time Jobs an average of not less than fifty-nine (59) during Year 4, for a total of _____ () jobs at the facility, and

(5) to have employed, over the Base Number of Employees, in New Full-Time Jobs an average of not less than sixty-four (64) during Year 5 and each year thereafter in which the Company is receiving a special source revenue credit, for a total of _____ () jobs at the facility.

The number of New Full-Time Jobs shall be based on the average number of New Full-Time Jobs for each month during the year.

Section 4.02. Reporting and Filing.

(a) Each Company agrees to provide a copy of Form PT-443 filed with the Department of Revenue no later than thirty (30) days after execution and delivery of this Agreement to the Auditor, Treasurer and Assessor of the County and any multi-county park partner county and the Economic Development Director of the County. Each year during the term of this Agreement, each Company shall deliver to the Auditor, Treasurer and Assessor of the County and any multi-county park partner county and the Economic Development Director of the County a copy of their most recent annual filings made with the Department of Revenue with respect to the Project, no later than thirty (30) days following delivery thereof to the Department of Revenue.

(b) (1) Sponsor agrees, as soon as reasonably practicable following the end of each tax year of the Sponsor, to submit to the County Economic Development Director a certification on Sponsor letterhead listing the amount of capital investment and aggregate New Full-Time Jobs maintained by the Companies at the end of such tax year.

(2) For purposes of determining compliance with the Jobs Commitment, Sponsor agrees to provide to the County Economic Development Director, by January 30 of each year, a copy of all of Sponsor's filings with the State (if required to file by the State) for the preceding calendar year including: (i) reports submitted to the South Carolina Coordinating Council for Economic Development with respect to any Job Development Credits awarded in connection with the Project; (ii) Department of Revenue Form SC SCH. TC 4 (New Jobs Credit); and (iii) South Carolina Department of Employment and Workforce quarterly contribution and wage reports (such as Form UCE 120). Company agrees to redact any personally identifying information and proprietary and confidential information prior to submitting any form to the County Economic Development Director. In lieu of providing any of the forms specifically identified in this subsection, Company and the County Economic Development Director may agree on an alternative method for the Company to demonstrate compliance with the Jobs Commitment.

(c) (1) Each Company agrees to maintain such books and records with respect to the Project as will permit the identification of those portions of the Project placed in service in each

property tax year during the Investment Period, the amount of investment with respect thereto and its computations of all FILOT Payments made hereunder and will comply with all reporting requirements of the State and the County applicable to property subject to FILOT Payments under the Act, including the reports described in subsection (a) and (b) of this section (collectively, "Filings").

(2) Each Company agrees that the County and its authorized agents have the right at all reasonable times and upon prior reasonable notice to enter upon and examine and inspect the Project and to have access to and examine and inspect all the of Companies' books and records pertaining to the Project and the Filings. The right of examination and inspection shall be exercised only upon reasonable and necessary terms and conditions prescribed by any Company to protect such Company's confidentiality and proprietary rights. Any such entrance upon and examination and inspection of the Project and Filings shall be at the County's expense.

(d) The County acknowledges and understands that the Companies may have and maintain at the Project certain confidential and proprietary information, including, but not limited to, trade secrets, financial, sales or other information concerning the Companies' operations and processes ("Confidential Information") and that any disclosure of the Confidential Information could result in substantial harm to the Companies and could have a significant detrimental impact on the Companies' employees and also upon the County. Except as required by law, including, without limitation, court orders, the County agrees to use its best reasonable efforts to keep confidential, and to cause employees, agents and representatives of the County to keep confidential, the Confidential Information which may be obtained from the Companies, their agents or representatives, when the Confidential Information is clearly marked and identified as Confidential Information and known to the County to be Confidential Information. The County shall not knowingly and willfully disclose and shall cause all employees, agents and representatives of the County not to knowingly and willfully disclose the marked and identified Confidential Information to any person or entity other than in accordance with the terms of this Agreement. If a demand is made for the release, under color of law, to a third party of any Confidential Information, the County shall notify the Companies and give the Companies the opportunity to contest the release.

Section 4.03 Modification of Project.

As long as no event of default exists hereunder, the Companies shall have the right at any time and from time to time during the Term hereof to undertake any of the following:

(i) Each Company may, at its own expense, add to the Project any real and personal property as such Company in its discretion deems useful or desirable.

(ii) In any instance where a Company, in its discretion, determines that any items included in the Project have become inadequate, obsolete, worn out, unsuitable, undesirable, or unnecessary for operations at the Project, such Company may remove such items or portions from the Project and sell, trade in, exchange, or otherwise dispose of them (as a whole or in part) without the consent of the County; as such may be permitted under the Simplified FILOT Act.

(iii) Each Company may, at any time in its discretion by written notice to the County, remove any real or personal property from the Negotiated FILOT (as defined in Section 5.01) set forth in this Agreement, and thereafter such property will be considered Non-Qualifying Property and will be subject to FILOT Payments as set forth in Section 5.01(b)(i) hereof.

ARTICLE V

PAYMENTS IN LIEU OF TAXES

Section 5.01. Payments in Lieu of *Ad Valorem* Taxes.

(a) In accordance with the Act, the parties hereby agree that, during the Term of the Agreement, the Companies shall pay annually, with respect to the Project, a FILOT in the amount calculated as set forth in this Section, to be collected and enforced in accordance with Section 12-44-90 of the Act.

(b) The FILOT Payment due with respect to each property tax year shall equal:

(i) With respect to any portion of the Project consisting of undeveloped land, land under development, other property not yet placed in service or Non-Qualifying Property, as long as such property is located in the Multi-County Park, a payment equal to the *ad valorem* taxes that would otherwise be due on such undeveloped land, land under development, other property not yet placed in service or Non-Qualifying Property if it were taxable giving effect to all credits, exemptions, rebates and abatement that would be available if such undeveloped land, land under development, other property not yet placed in service or Non-Qualifying Property were taxable; and

(ii) With respect to those portions of the Project consisting of Economic Development Property, for each of the twenty consecutive years following the year in which such portion of the Project is placed in service, a payment calculated each year as set forth in paragraphs (c) and (d) of this Section 5.01 (a "Negotiated FILOT").

(c) The Negotiated FILOT Payments shall be calculated with respect to each property tax year based on: (1) the fair market value (determined in accordance with Section 12-44-50(A)(1)(c) of the Code) of the improvements to real property and Equipment included within the Project theretofore placed in service (less, for Equipment, depreciation allowable for property tax purposes as provided in Section 12-44-50(A)(1)(c) of the Code), (2) a fixed millage rate equal to 301.1 mills, for the Term, if this Agreement is executed in calendar year 2017, or 313.0 mills, if this Agreement is executed in calendar year 2018, and (3) an assessment ratio of six percent (6%). All such calculations shall take into account all deductions for depreciation or diminution in value allowed by the Code or by the tax laws generally, as well as tax exemptions which would have been applicable if such property were subject to *ad valorem* taxes, except the exemption allowed pursuant to 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) Special Source Revenue Credits shall be granted to the Economic Development Property in amounts equal to fifty-seven and five-tenths percent (57.5%) of Negotiated FILOT

Payments for the first twelve (12) consecutive years in which Negotiated FILOT Payments are required to be made hereunder.

(e) The FILOT Payments are to be recalculated:

(i) to reduce such payments in the event a Company disposes of any part of the Project within the meaning of Section 12-44-50(B) of the Code and as provided in Section 4.03 hereof, by the amount applicable to the Released Property;

(ii) to increase such payments, based on the methodology set forth in Section 5.01(c) hereof, in the event a Company adds property (other than Replacement Property) to the Project; or

(iii) to adjust such payments if a Company elects to convert any portion of the Project from the Negotiated FILOT to the FILOT required by Section 5.01(b)(i) above, as permitted by Section 4.03(iii).

(f) To the extent permitted by law, because the FILOT Payments agreed to herein are intended to be paid by the Companies to the County in lieu of taxes, it is agreed that said FILOT Payments shall not, as to any year, be in any amount greater than what would otherwise be payable by the Companies to the County in property taxes if the Companies had not entered into a fee-in-lieu of taxes arrangement with the County (except it is not intended that said FILOT Payments would necessarily be less than such property taxes to the extent that the constitutional abatement of property taxes set forth in Section 3(g) of Article X of the Constitution of the State of South Carolina would otherwise apply).

(g) Upon any Company's installation of any Replacement Property for any portion of the Project removed under Section 4.03 hereof and sold, scrapped, or disposed of by any Company, such Replacement Property shall become subject to Negotiated FILOT Payments to the fullest extent allowed by law, subject to the following rules:

(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 property subject to the FILOT, whether real or personal, which is disposed of in the same property tax year as the Replacement Property is placed in service. Replacement Property qualifies for Negotiated FILOT Payments up to the original income tax basis of the Economic Development Property which it is replacing. More than one piece of property can replace a single piece of 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 payments equal to the *ad valorem* taxes which would have been paid on such property but for this Agreement. Replacement property is entitled to the FILOT Payment for the period of time remaining on the FILOT period for the property which it is replacing.

(ii) The new Replacement Property which qualifies for the Negotiated FILOT Payment shall be recorded using its income tax basis, and the Negotiated FILOT Payment shall be calculated using the millage rate and assessment ratio provided on the original property subject to FILOT Payment.

(h) In the event that the Act or the FILOT or any portion thereof, are declared, by a court of competent jurisdiction following allowable appeals, invalid or unenforceable, in whole or in part, for any reason, the Companies and the County express their intentions that such payments be reformed so as to afford the Companies the maximum benefit then permitted by law, including, without limitation, the benefits afforded under Section 12-44-50 of the Code and, specifically, that the Companies may, at the Companies' expense, exercise the rights granted by Section 12-44-160 of the Code. If the Project is deemed not to be eligible for a Negotiated FILOT pursuant to the Act in whole or in part, the Companies and the County agree that the Companies shall pay an alternate fee-in-lieu of tax calculated in the manner set forth in Section 5.01(b)(i) hereof. In such event, the Companies shall be entitled, to the extent permitted by law: (1) to enjoy the five-year exemption from *ad valorem* taxes (or fees in lieu of taxes) provided by Section 3(g) of Article X of the Constitution of the State of South Carolina, and any other exemption allowed by law; and (2) to enjoy all allowable depreciation. The Companies agree that if the FILOT Payments or this Agreement is reformed pursuant to this subsection (h), that under no circumstance shall the County be required to refund or pay any monies to the Companies.

(i) For the Project, this Agreement is automatically terminated in the event that the investment in the Project in land, buildings, and personal property, including machinery and equipment, by Sponsor does not exceed Two Million Five Hundred Thousand Dollars (\$2,500,000.00) by the end of the Investment Period ("Act Minimum Investment Requirement"). If terminated pursuant to this subsection (i), the Negotiated FILOT Payments shall revert retroactively to payments equivalent to what the *ad valorem* taxes would have been with respect to the property absent this Agreement. At the time of termination, the Companies shall pay to the County an additional fee equal to the difference between the total amount of property taxes that would have been paid by the Companies had the project been taxable, taking into account exemptions from property taxes that would have been available to the Companies, and the total amount of fee payments actually made by the Companies. This additional amount is subject to interest as provided in Section 12-54-25. The Companies agree, if the Negotiated FILOT Payments revert to payments equivalent to what the *ad valorem* taxes would be pursuant to this subsection (i), that under no circumstance shall the County be required to refund or pay any monies to any Company.

(j) The Companies agree that a portion of the Special Source Revenue Credits for a year shall be reduced to the extent that the Companies fail to meet the Jobs Commitment. Specifically, in any year in which the Company fails to meet the Jobs Commitment, the annual Special Source Revenue Credit shall be reduced in the same proportion that the Company failed to meet the Jobs Commitment. For example, if in Year 3, the Company should have employed, over the Base Number of Employees, as defined in Section 4.01(b), in New Full-Time Jobs an average of not less than forty-one (41), for a total of _____ () jobs at the facility, but the Company employed an average of thirty-five (35), then the Special Source Revenue Credit would be set at 85.37% (35 divided by 41 equals 85.37%) of the amount set in Section 5.01(d) (57.5%) which results in a Special Source Revenue Credit in Year 3 of 49.09% (85.37% times 57.5% equals 49.09%).

(k) In any year after December 31, 2019 in which the Company fails to have employed, as measured over the Base Number of Employees, as defined in Section 4.01(b), in New Full-Time

Jobs an average of not less than ten (10), for a total of not less than _____ () jobs at the facility, the Company shall pay to the County an additional fee equal to the difference between the Negotiated FILOT Payments made by the Company and the FILOT Payment that would be due for the Economic Development Property if calculated, notwithstanding the provisions of Section 5.01(c), using the then current millage rate and the assessment ratios that would be applicable to the Economic Development Property if it were subject to *ad valorem* taxes (the "Hypothetical FILOT Payment"), if Sponsor in the immediately prior year failed to maintain for the Project at least ten (10) New Full-Time Jobs, for a total of not less than _____ () jobs at the facility.

As an example of the calculation set forth in this subsection (k), and by way of example only, assume Economic Development Property is first placed in service with respect to the Project in 2017, and that in the tax year ending December 31, 2020, that the maintained number of New Full-Time Jobs was 8, that the millage rate applicable for tax bills to be sent in the following year is 375, and all of the Economic Development Property classified as personal property would have a 10.5% assessment ratio applied if such property were subject to *ad valorem* taxation, then, the Hypothetical FILOT Payment for the tax year ending December 31, 2021, would be computed using the millage rate of 375 (instead of 301.1, or 313.0, if applicable) and the 10.5% assessment ratio for the Economic Development Property classified as personal property (instead of 6%).

(l) Unless otherwise provided by the Act, any amounts due to the County under this Section 5.01 by virtue of the application of subsections (h) through (k) shall be paid within 90 days, following written notice thereof from the County to the Companies.

(m) Notwithstanding any other provision of this Agreement, the Companies acknowledge and agree that County's obligation to provide the FILOT incentive and the Special Source Revenue Credits ends, and this Agreement is terminated, if the Companies cease operations. For purposes of this Section 5.01(m), "**cease operations**" means permanent closure of the facility. The Companies agree that if this Agreement is terminated pursuant to this Section 5.01(m), that under no circumstance shall the County be required to refund or pay any monies to the Companies.

ARTICLE VI

PAYMENTS BY COMPANIES

Section 6.01. Defaulted Payments. In the event any Company should fail to make any of the payments required under this Agreement, the item or installment so in default shall continue as an obligation of such Company until the amount in default shall have been fully paid. The Companies agree that the collection and enforcement of the defaulted payment shall be as provided in Section 12-44-90 of the Code.

ARTICLE VII

CASUALTY AND CONDEMNATION

Section 7.01. Adjustments in the Event of Damage and Destruction or Condemnation. In the event that the Project or any portion thereof is damaged or destroyed, lost or stolen, or the subject of condemnation proceedings, any Company, in its sole discretion, may determine whether or not to repair or replace the same. The parties hereto agree that if the Companies decide not to repair or replace all or any portion of the Project pursuant to this Section, the FILOT required pursuant to Section 5.01 hereof shall be abated in the same manner and in the same proportion as if *ad valorem* taxes were payable with respect to the Project.

ARTICLE VIII

PARTICULAR COVENANTS AND AGREEMENTS

Section 8.01. Use of Project for Lawful Activities. During the Term of this Agreement, each Company shall use the Project for the purposes identified in Section 2.02(f) of this Agreement and for any lawful purpose that is authorized pursuant to the Act.

Section 8.02. Assignment. The County agrees that, to the maximum extent allowable under the Act (or any amendments thereto), each Company may assign (including, without limitation, absolute, collateral, and other assignments) all or a part of its rights or obligations under this Agreement, and any lease agreement, lease purchase agreement, or fee agreement, as the case may be, or any other agreement related hereto or thereto, or transfer any and all assets of such Company, to one or more Related Entities (as defined in Section 9.01 below) without adversely affecting the benefits of such Company or its assignees pursuant to any such agreement or the Act. Such Company shall provide the County and the Department of Revenue with notice of any such assignment, transfer, or investment in accordance with the Act, and the County agrees, upon the request of such Company, to take all further action necessary to implement such assignment, transfer, or investment in accordance with the provisions of the Act. To the extent that the Act may require the consent, approval or ratification of or by the County for the assignment of this Agreement, in whole or in part, the County agrees to not unreasonably withhold its consent, approval or ratification.

Section 8.03. Indemnification. Sponsor releases the County, including the members of the governing body of the County, and the employees, officers, attorneys and agents of the County (herein collectively referred to as the “Indemnified Parties”) from, agrees that the Indemnified Parties shall not be liable for, and agrees to hold the Indemnified Parties harmless against, any loss or damage to property or any injury to or death of any person that may be occasioned by any cause whatsoever pertaining to this Agreement, the Project or the use thereof, except for that occasioned by grossly negligent or intentional acts of an Indemnified Party. Sponsor further agrees to indemnify and save harmless Indemnified Parties against and from any and all costs, liabilities, expenses, and claims arising from any breach or default on the part of the Companies in the performance of any covenant or agreement on the part of the Companies to be performed pursuant to the terms of this Agreement or arising from any act or negligence of, or

negligent failure to act where there is a duty to do so by any Company, or any of their agents, attorneys, contractors, servants, employees, or licensees, and from and against all cost, liability, and expenses incurred in or in connection with any such claim or action or proceeding brought thereon.

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 not of any member of the County Council or any officer, agent, attorney, servant, or employee of the County in his or her individual capacity, and, no recourse shall be had for the payment of any moneys hereunder or the performance of any of the covenants and agreements of the County herein contained or for any claims based thereon against any member of the governing body of the County or any officer, attorney, agent, servant, or employee of the County.

Notwithstanding the fact that it is the intention of the Indemnified Parties hereto that none of them shall incur any pecuniary liability by reason of the terms of this Agreement, any related agreements or the undertakings required of the County hereunder by reason of the performance of any act requested of the County by any Company, including all claims, liabilities, or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if any Indemnified Party shall incur any such pecuniary liability, then in such event the Sponsor shall indemnify and hold them harmless against all claims by or on behalf of any Person, firm, or corporation or other legal entity 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, provided, however, that nothing herein shall absolve the Indemnified Parties from, or entitle the Indemnified Parties to indemnification from, any obligation such Indemnified Party has specifically agreed to undertake (including, without limitation, the obligation to place and maintain the Land within a multi-county park). If any action, suit, or proceeding is brought against any Indemnified Party to which such Indemnified Party is entitled to indemnification, such Indemnified Party shall promptly notify the Companies, and the Companies shall have the sole right and duty to assume, and shall assume, the defense thereof, at its expense, with full power to litigate, compromise, or settle the same in its sole discretion; provided the Companies shall obtain the prior written consent of the County to settle any such claim unless such claim is for monetary damages for which the Companies have the ability to, and do, pay. Notwithstanding the foregoing, if the Indemnified Party is the County, in the event the County reasonably believes there are defenses available to it that are not being pursued or that the counsel engaged by the Companies reasonably determines that a conflict of interest exists between the County and the Companies, the County may, in its sole discretion, hire independent counsel to pursue its own defense, and the Companies shall be liable for the reasonable cost of such counsel.

The indemnity specified in this Section shall be in addition to any heretofore extended by the Companies to any Indemnified Party and shall survive the termination of this Agreement with respect to liability arising out of any event or act occurring prior to such termination.

Section 8.04. Sponsors and Sponsor Affiliates. Sponsor may designate from time to time other Sponsors or Sponsor Affiliates pursuant to the provisions of Sections 12-44-30(19) or (20), respectively, and Section 12-44-130 of the Simplified FILOT Act, which Sponsors or Sponsor Affiliates shall be Persons who join with the Companies and make investments with

respect to the Project, or who participate in the financing of such investments, who agree to be bound by the terms and provisions of this Agreement and who shall be Affiliates of Sponsor, Sponsor Affiliate or other Sponsors or Sponsor Affiliates, or other Persons described in Section 8.02 hereof. All other Sponsors or Sponsor Affiliates who otherwise meet the requirements of Section 12-44-30(19) or (20) and Section 12-44-130 of the Simplified FILOT Act must be approved by the County in writing. To the extent that the aggregate investment in the Project by the end of the Investment Period by all Sponsors and Sponsor Affiliates exceeds \$5,000,000, to the extent permitted by Section 12-44-30(19) of the Simplified FILOT Act, all investment by such Sponsors and Sponsor Affiliates during the Investment Period shall qualify for the FILOT pursuant to Section 5.01 of this Agreement (subject to the other conditions set forth therein) regardless of whether each such entity invested amounts equal to the Act Minimum Investment Requirement by the end of the Investment Period. Sponsor shall provide the County and the Department of Revenue with written notice of any other Sponsor or Sponsor Affiliate designated pursuant to this Section 8.04 within ninety (90) days after the end of the calendar year during which any such Sponsor or Sponsor Affiliate has placed in service property to be used in connection with the Project and subject to the Negotiated FILOT Payment, all in accordance with Section 12-44-130(B) of the Simplified FILOT Act.

ARTICLE IX

FINANCING ARRANGEMENTS; CONVEYANCES; ASSIGNMENTS

Section 9.01. Conveyance of Liens and Interests; Assignment. Each Company may at any time: (a) transfer all or any of its rights and interests hereunder or with respect to the Project to any Person; or (b) enter into any lending, financing, security, or similar arrangement or succession of such arrangements with any financing entity with respect to the Agreement or the Project, including without limitation any sale, leaseback, or other financing lease arrangement; provided that, in connection with any of the foregoing transfers: (i) except in connection with any transfer to Sponsor or Sponsor Affiliate (collectively, the “Related Entities”), or transfers pursuant to clause (b) above (as to which such transfers the County hereby consents), such Company shall first obtain the prior written consent or subsequent ratification of the County; (ii) except where 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 transferee or financing entity assumes in writing the obligations of such Company hereunder, or where the County consents in writing, no such transfer shall affect or reduce any of the obligations of such Company hereunder, but all obligations of such Company hereunder shall continue in full force and effect as the obligations of a principal and not of a guarantor or surety; (iii) such Company, transferee, or financing entity shall, within 60 days thereof, furnish or cause to be furnished to the County and the Department of Revenue a true and complete copy of any such transfer agreement; and (iv) such Company and the transferee shall comply with all other requirements of the Transfer Provisions.

Each Company acknowledges that such a transfer of an interest under this Agreement or in the Project may cause the Project to become ineligible for a Negotiated FILOT Payment or result in penalties under the Act absent compliance by the Companies with the Transfer Provisions.

Section 9.02. Relative Rights of County and Financing Entities as Secured Parties.

The parties acknowledge the application of the provisions of Section 12-44-90 of the Act, and that the County's right to receive FILOT Payments hereunder shall be the same as its rights conferred under Title 12, Chapter 49 and 54, among others, of the Code relating to the collection and enforcement of *ad valorem* property taxes. The County's rights under this Agreement, except for its rights to receive FILOT Revenues, shall be subordinate to the rights of any secured party or parties under any financing arrangements undertaken by the Companies with respect to the Project pursuant to Section 9.01 hereof, such subordination to be effective without any additional action on the part of the County; provided, however, that the County hereby agrees, at the Companies' expense, to execute such agreements, documents, and instruments as may be reasonably required by such secured party or parties to effectuate or document such subordination.

ARTICLE X

TERM; TERMINATION

Section 10.01. Term. Unless sooner terminated pursuant to the terms and provisions herein contained, this Agreement shall be and remain in full force and effect for a term commencing on the date on which the Companies execute this Agreement, and ending at midnight on the last day of the property tax year in which the last Negotiated FILOT Payment is due hereunder. The Project has a term of twenty years, as calculated pursuant to the respective dates when the relevant portions of the Project are placed in service, and as discussed in greater detail in this Agreement. The County's rights to receive indemnification and payment of Administration Expenses pursuant hereto shall survive the expiration or termination of this Agreement.

Section 10.02. Termination. The County and the Companies may agree to terminate this Agreement at any time, or the Sponsor may, at its option, terminate this Agreement at any time upon providing the County 30 days' notice of such termination, in which event the Project shall be subject to *ad valorem* taxes from the date of termination. In the event that this Agreement is terminated by the operation of this Section 10.02 at any time during the initial Investment Period prior to the Companies' meeting the Project Commitment, amounts due to the County as a result thereof, if any, shall be calculated as provided in Section 5.01(i) hereof. The County's rights to receive payment for such *ad valorem* taxes and its rights to enforce the terms of this Agreement shall survive termination of this Agreement.

ARTICLE XI

EVENTS OF DEFAULT AND REMEDIES

Section 11.01. Events of Default by Companies.

(a) Any one or more of the following events (herein called an "Event of Default", or collectively "Events of Default") shall constitute an Event of Default by the Companies:

(1) if default shall be made in the due and punctual payment of any FILOT Payments, indemnification payments, or Administration Expenses, which default shall not have been cured within 30 days following receipt of written notice thereof from the County; or

(2) if default shall be made by any Company in the due performance of or compliance with any of the terms hereof, including payment, other than those referred to in the foregoing paragraph (1), and such default shall continue for 90 days after the County shall have given the Companies written notice of such default, provided, such Company shall have such longer period of time as necessary to cure such default if such Company proceeds promptly to cure such default and thereafter to prosecute the curing of such default with due diligence; and provided further, that no Event of Default shall exist under this paragraph (2) during any period when there is pending, before any judicial or administrative tribunal having jurisdiction, any proceeding in which such Company has contested the occurrence of such default.

(b) The failure of the Companies to meet any Project Commitment set forth herein shall not be deemed to be an Event of Default under this Agreement.

Section 11.02. Remedies on Event of Default by Company. Upon the occurrence of any Event of Default, the County may exercise any of the following remedies, any of which may be exercised at any time during the periods permitted under the following clauses:

(a) terminate this Agreement by delivery of written notice to the Companies not less than 30 days prior to the termination date specified therein;

(b) have access to and inspect, examine, and make copies of the books, records, and accounts of the Companies pursuant to Section 4.02(c); or

(c) take whatever action at law or in equity as may appear necessary or desirable to collect the amounts then due and thereafter to become due or to enforce observance or performance of any covenant, condition, or agreement of the Companies under this Agreement.

Section 11.03. Default by County. Upon the default of the County in the performance of any of its obligations hereunder, any Company may take whatever action at law or in equity as may appear necessary or desirable to enforce its rights under this Agreement, including without limitation, a suit for mandamus or specific performance. Provided, however, that 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.

ARTICLE XII

MISCELLANEOUS

Section 12.01. Rights and Remedies Cumulative. Each right, power, and remedy of the County or of the Companies provided for in this Agreement shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Agreement or now or hereafter existing at law or in equity, in any jurisdiction where such rights, powers and remedies are sought to be enforced; and the exercise by the County or by the Companies of any one or more of the rights, powers or remedies provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the

simultaneous or later exercise by the County or by the Companies of any or all such other rights, powers or remedies.

Section 12.02. Successors and Assigns. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns as permitted hereunder.

Section 12.03. Intentionally Omitted.

Section 12.04. Administration Expenses.

(a) The Companies agree to reimburse the County from time to time for its Administration Expenses promptly upon written request therefore, but in no event later than thirty (30) days after receiving the written request from the County. The written request shall include a description of the nature of the Administration Expenses.

(b) The Companies agree to reimburse the County for expenses incurred by the County for accountants and similar experts used by the County in the computation, preparation and verification of the annual FILOT Payments and any special source revenue credits, *provided, however*, the maximum annual reimbursement pursuant to this subsection is capped at Five Hundred and No/100 dollars (\$500.00).

Section 12.05. Rules of Construction. The County and the Companies acknowledge and agree that each has been represented by legal counsel of its choice throughout the negotiation and drafting of this Agreement, that each has participated in the drafting hereof and that this Agreement will not be construed in favor of or against either party solely on the basis of such party's drafting or participation in the drafting of any portion of this Agreement.

Section 12.06. Notices; Demands; Requests. All notices, demands and requests to be given or made hereunder to or by the County or the Companies shall be in writing and shall be deemed to be properly given or made if sent by United States first class mail, postage prepaid or via facsimile or other commonly-used electronic transmission or reputable courier service, addressed as follows or to such other persons and places as may be designated in writing by such party.

(a) As to the County:

County of Lancaster, South Carolina
ATTN: Steve Willis, County Administrator
101 N. Main St. (29720)
P.O. Box 1809 (29721-1809)
Lancaster, South Carolina
Phone: (803) 416-9300
Email: swillis@lancastercountysc.net

With a copy to (which shall not constitute notice):

Mr. Jamie Gilbert
Economic Development Director, Lancaster County
P.O. Box 1809
Lancaster, South Carolina 29721
Telephone: (803) 286-3633
Fax: (803) 416-9497
Email: jgilbert@lancastrcountysc.net

(b) As to the Sponsor:

Project Shamrock

ATTN: _____

Telephone: _____

Email: _____

With a copy, in each case, to (which shall not constitute notice):

Burnet R. Maybank, III, Esq.
Nexsen Pruet, LLC
1230 Main Street, Suite 700
Columbia, South Carolina 29201
Phone: (803) 540-2048
Email: bmaybank@nexsenpruet.com

Section 12.07. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.

Section 12.08. Entire Understanding. This 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 Agreement or in certificates delivered in connection with the execution and delivery hereof.

Section 12.09. Severability. In the event that any clause or provision of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any of the remaining provisions hereof.

Section 12.10. Headings and Table of Contents; References. The headings of the Agreement and any Table of Contents annexed hereto are for convenience of reference only and shall not define or limit the provisions hereof or affect the meaning or interpretation hereof. All references in this Agreement to particular articles or Sections or paragraphs of this Agreement are references to the designated articles or Sections or paragraphs of this Agreement.

Section 12.11. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

Section 12.12. Amendments. Subject to the limitations set forth in the Act, this Agreement may be amended, or the rights and interest of the parties hereunder surrendered, only by a writing signed by both parties.

Section 12.13. Waiver. Either party may waive compliance by the other party with any term or condition of this Agreement only in a writing signed by the waiving party.

Section 12.14. Force Majeure. The Companies shall not be responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, labor shortages, fire, floods, inability to obtain materials, conditions arising from government orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond the Companies' reasonable control.

[SIGNATURE PAGE TO FOLLOW]

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

LANCASTER COUNTY, SOUTH CAROLINA

Steve Harper, Chair, County Council

Larry Honeycutt, Secretary, County Council

ATTEST:

Sherrie Simpson, Clerk to Council

PROJECT SHAMROCK

[Name, Title]

EXHIBIT A

Land

[To be inserted]

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MEETINGS & FUNCTIONS – 2017

DAY/DATE	TIME	FUNCTION/LOCATION
Monday, November 13 th	6:00 p.m.	Council Meeting Council Chambers, Administration Building
Tuesday, November 14 th	3:00 p.m.	Infrastructure & Regulation Committee Council Conference Room, Administration Building
Tuesday, November 14 th	5:00 p.m.	Public Safety Committee Council Conference Room, Administration Building
Thursday, November 16 th	6:00 p.m.	Administration Committee Council Conference Room, Administration Building
Monday, November 27 th	6:00 p.m.	Council Meeting Council Chambers, Administration Building

LANCASTER COUNTY STANDING MEETINGS

The Tuesday following 1st Council meeting (most of the time it is the 2nd Tuesday)
5:00 p.m. ... Public Safety Committee
 The Tuesday following the 1st Council meeting (most of the time it is the 2nd Tuesday)
3:00 p.m. ... Infrastructure and Regulation Committee
 The Thursday following the 1st Council meeting (most of the time it is the 2nd Thursday)
6:00 p.m. ... Administration Committee
 1st Thursday of each month7:00 p.m. ... Fire Commission, Covenant Street EOC Building
 2nd Thursday of each month6:00 p.m. ... Zoning Appeals Board, County Council Chambers
 2nd Tuesday of each month6:30 p.m. ... Recreation Commission, 260 S. Plantation
 Last Tuesday of each month (Every other month – Beginning with Feb.) 6:00 p.m. Library Board, Carolinian Room, Library
 2nd Wed (Jan/March/May/July/Sept/Nov)11:45 a.m. ... Health & Wellness Comm., various locations
 2nd Tuesday6:00 p.m. ... Historical Commission, Library Conference Room
 3rd Thursday of each month6:30 p.m. ... Community Relations Commission, County Council Chambers
 1st Thursday of each month5:00 p.m. ... Planning Commission work session, County Council Chambers
 3rd Tuesday of each month6:30 p.m. ... Planning Commission, County Council Chambers