

Lancaster County Council Administration Committee Regular Meeting Agenda

Thursday, October 18, 2018

Administration Office Conference Room
County Administration Building
101 N. Main Street
Lancaster, SC 29720

1. **Call to Order – Committee Chair Charlene McGriff** 6:00 p.m.
2. **Approval of the agenda** *[deletions and additions of non-substantive matters]*
3. **Citizens Comments**
4. **Approval of Minutes from the September 18, 2018 Administration Committee regular meeting – pgs. 3-5**
5. **Discussion / Action Items**
 - a. **Ordinance 2018-1541 regarding Approval of a Fee Agreement with Project Pepper**
Ordinance Title: An Ordinance To Authorize The Execution And Delivery Of A Fee Agreement By And Between Lancaster County And Project Pepper Providing For The Payment Of A Fee-In-Lieu Of Taxes And The Provision Of Special Source Revenue Credits; And To Express The Intention Of Council To Provide Monies To The Economic Development Fund. – *Jamie Gilbert – pgs. 6-39*
 - b. Second Amendment to the Bretagne Development Agreement (Applicable Only to Phase 7) – *John Weaver – pgs. 40-64*
 - c. Pending Projects Update - *Steve Willis – pgs. 65-67*
 - Animal Shelter
 - Fleet Maintenance Garage
 - Library System
 - EMS Headquarters
 - Barnett Medical Building
 - EMS Substation – Old Bailes Road
 - d. Staffing review for Stormwater program – *Scott Edgar – pgs. 68-71*
 - e. Acceptance of DUI Enforcement Grant – *Sheriff Barry Faile – pgs. 72-73*

f. Equipment and High Security Storage Request for Crime Scene Unit – ***Sheriff Barry Faile*** – pgs. 74-100

g. Amending the Fiscal Year 2018-2019 Budget – ***Steve Willis*** – pg. 101

6. **Executive Session**

a. *Discussion involving a contractual matter: SC Code Section 30-4-70(a)(2).*

7. **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 Administration Committee agendas are posted at the Lancaster County Administration Building and are available on the Website: www.mylancastersc.org



Members of Lancaster County Council
Administration Committee

Charlene McGriff, District 2, Chairwoman
Steve Harper, District 5
Terry Graham, District 1

Minutes of the Lancaster County Council Administration Committee Regular Meeting

101 N. Main Street, Lancaster, SC 29720

Tuesday, September 18, 2018

DRAFT

Committee members present were Charlene McGriff and Terry Graham. Committee member Steve Harper was absent from the meeting. Also present at the meeting were County Administrator Steve Willis, County Attorney John Weaver, Chief Financial Officer Veronica Thompson, Budget Analyst Kim Belk, Economic Development Director Jamie Gilbert, Procurement Director Nicholas Miller, Clerk to Council Sherrie Simpson, Deputy Clerk to Council Chelsea Gardner, Director of Delinquent Taxes Lee Weeks and guests. A quorum of the Lancaster County Administration Committee 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 for the required length of time.

Call to Order

Chairwoman Charlene McGriff called the meeting to order at approximately 5:00 p.m.

Approval of the agenda

Terry Graham moved to approve the agenda. The Committee approved the agenda by a vote of 2-0.

Citizens Comments

There were no citizens that came forward for comments.

Consent Agenda

Terry Graham moved to approve the minutes from the August 16, 2018 Administration Committee regular meeting. The motion to approve those minutes passed by a vote of 2-0.

Discussion / Action Items

Resolution 1018-R2018 regarding a Fee Agreement with Project Pepper

Resolution Title: A Resolution To State the Commitment of Lancaster County To Enter Into A Fee Agreement With Project Pepper, 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; And To State The Commitment Of Lancaster County To Place Project Property In A Multi-County Park.

Terry Graham moved to send Resolution 1018-R2018 forward to full Council with a favorable recommendation from the Administration Committee. The Committee approved the motion by a vote of 2-0.

Discussion of plans for the Barnett Medical Building.

Steve Willis explained that Dr. Patel, the owner of the pharmacy in the Barnett Medical building, stopped by the Administration Office to inquire about the County's plans for that building. Mr. Willis advised Dr. Patel of the County's potential plans for the Health Department to move into that building, but noted that he advised him that all of the plans are conceptual at this time. Steve Willis noted that Building, Planning and Zoning may want to use that building also.

Steve Willis noted that Council will decide which departments will use the building and Nicholas Miller will handle getting the design professional for the building. Charlene McGriff asked if there is a time frame for the work on the building and Steve Willis indicated that no time frame has been established. Nicholas Miller indicated that work on the building cannot move forward until it has been determined which departments will be using the building. Steve Willis noted that the funding for renovations will come out of fund balance.

John Weaver asked how soon the Health Department is willing to commit to moving into the building and Steve Willis responded that they are ready to move into the building immediately.

Discussion of Solar Farm incentives.

Steve Willis noted that Vincent Sheheen was unable to attend the Committee meeting. Steve Willis provided handouts attached as Schedule A.

The Committee held a preliminary discussion about the positive and negative aspects of incentives for solar farms. Charlene McGriff stated that the discussion should be moved to full Council but without a recommendation from the Administration Committee.

DRAFT

Update on AFCS Collections of Business/Personal Property Taxes.

Lee Weeks provided an update to the Committee regarding the American Financial Credit Services (AFCS) collections for the first six months. He explained that some of the billing has been cleared up by AFCS, such as businesses that went out of business or the owners passed away and so the billing needed to be corrected. He also reviewed the amount that they have actually collected and the costs of their fees, which the County does not pay.

The Committee suggested that the same presentation be made to full Council as information only.

Updated policy documentation: Procurement Card Program – Policies and Procedures.

Nicholas Miller reviewed the changes in policies and procedures that he would like to make to the Procurement Card Program. Terry Graham asked if the changes needed to be implemented due to issues or problem areas and Nicholas Miller responded that they are not having issues and that the staff is just updating their policies based on the modernization of procurement cards. He noted that these updates will allow staff to both educate procurement card users and enforce the policies. Charlene McGriff asked if food could be purchased using procurement cards and Nicholas Miller explained food per diems. Terry Graham asked for clarification on election expenses. Nicholas Miller indicated that he could further clarify that item.

John Weaver explained that these changes will need to come before Council in the form of an Ordinance.

Monthly Report.

Kim Belk reviewed the revenues and expenditures for the month of June, 2018. The Budget Monitoring Report for June 2018 is attached as Schedule B.

Adjournment

Terry Graham moved to adjourn the Committee meeting. The motion to adjourn passed by a vote of 2-0. There being no further business, the Committee meeting adjourned at approximately 6:10 p.m.

Respectfully Submitted:

Approved by the Administration Committee

Sherrie Simpson
Clerk to Council

Charlene McGriff, Chairwoman



Ordinance#: 2018-1541
Contact Person / Sponsor: Jamie Gilbert
Department: Economic Development
Date Requested to be on Administrative Committee Agenda: October 11, 2018

Issue for Consideration:

Project Pepper is a manufacturing operation considering the establishment of a new 100,000 square foot facility at the Lancaster Business Park. The highly competitive project is expected to result in an investment of \$20,000,000 and create 200 new jobs over five years. The project has looked at several locations in South Carolina and North Carolina. LCDED is working with the company's site location consultant and South Carolina Department of Commerce (SCDOC) to secure the project in Lancaster County.

LCDED and SCDOC have prepared a comprehensive incentive package for Project Pepper to locate at the Lancaster Business Park which has been presented it to the company. Project Pepper has developed a final list of locations for the project and requested that Lancaster County approve an inducement resolution in order to show the county's commitment to the incentives recommended for the project.

LCDED is recommending the following incentives be awarded for Project Pepper:

- 1) A 30 Year Fee-In-Lieu-of-Taxes (FILOT) agreement that provides a property tax assessment rate reduction from 10.5% to 6% with a locked in millage rate at lowest rate available and a five year investment period.
- 2) A 15 Year Special Source Revenue Credit (SSRC) of 70% for years 1-6, 65% for years 7-11 and 60% for years 12-15 each investment made during the investment period.
- 3) The SSRC will require 130 new qualified jobs with a wage rate of at least \$15/hour to be created over a five year period. The 130 qualified jobs will have to be maintained annually from year five until the SSRC is no longer applied in order to receive the full SSRC. Wage rates for the qualified jobs will be adjusted every five years to reflect 72.5% of the county average wage rate at the time.

Project Pepper has been presented to the Lancaster County Council and on September 24, 2018 the council approved an inducement resolution for Project Pepper which reflected the aforementioned incentives.

Points to Consider

- Lancaster County Council approved an inducement resolution for Project Pepper on September 24, 2018.
- Project Pepper is evaluating several locations for the project and the incentives are critically important in their selection of a location for the project.
- The project will result in a large number of new jobs and substantial investment coming to Lancaster County.

- The company is well respected and a leader in their industry sector.
- SCDOC is recommending Job Development Credits be awarded for the project for all jobs that pay at least \$15/hour.

Funding and Liability Factors

There is no direct funding required or liability factor.

Council Options

Approve Ordinance # 2018-1541 for Project Pepper in order to secure the project in Lancaster County.

Recommendation

Approve Ordinance # 2018-1541

STATE OF SOUTH CAROLINA

)

ORDINANCE NO. 2018-1541

COUNTY OF LANCASTER

)

AN ORDINANCE

TO AUTHORIZE THE EXECUTION AND DELIVERY OF A FEE AGREEMENT BY AND BETWEEN LANCASTER COUNTY AND PROJECT PEPPER PROVIDING FOR THE PAYMENT OF A FEE-IN-LIEU OF TAXES AND THE PROVISION OF SPECIAL SOURCE REVENUE CREDITS; AND 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) 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 approximately Twenty Million Dollars (\$20,000,000) (the "Project");

(d) pursuant to Resolution No. 1018-R2018, adopted on September 24, 2018, 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 is consistent with the terms and conditions contained in Resolution No. 1018-R2018, the Inducement Resolution; 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.

SIGNATURES FOLLOW ON NEXT PAGE.

AND IT IS SO ORDAINED

Dated this _____ day of _____, 2018.

LANCASTER COUNTY, SOUTH CAROLINA

Steve Harper, Chair, County Council

Larry Honeycutt, Secretary, County Council

ATTEST:

Sherrie Simpson, Clerk to Council

First Reading:	October 22, 2018	(Tentative)
Second Reading:	November 12, 2018	(Tentative)
Public Hearing:	November 26, 2018	(Tentative)
Third Reading:	November 26, 2018	(Tentative)

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Exhibit A to Ordinance No. 2018-1541

Fee Agreement

See attached.

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FEE AGREEMENT

by and among

LANCASTER COUNTY, SOUTH CAROLINA,

and

PROJECT PEPPER

Dated as of _____, 2018

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FEE AGREEMENT

This FEE AGREEMENT (this "Agreement") is dated as of _____, 2018, 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 PEPPER (collectively, the "Sponsor" or the "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 Company proposes to expand the Company's facilities in the County (the "Project"); and

WHEREAS, the Company anticipates that the Project will result in the creation of one hundred thirty (130) new, full-time jobs and an investment of at least \$20,000,000 in the County; and

WHEREAS, the County Council approved on September 24, 2018, Resolution No. 1018-R2018 (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 Company locating the Project in the County, the Company requested that the County complete the FILOT arrangement referred to in the Inducement Resolution by entering into this Agreement with the Company pursuant to the Act, and the Company elects to enter into such FILOT arrangement with the County in an effort to implement the terms of the Project and allow the Company to make FILOT payments pursuant to the Act; and

WHEREAS, it is presently anticipated, but not required, that Company 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: _____.
2. County, street address, parcel number or other location identifier of the Project and property to be subject to this Agreement: _____.
3. Minimum investment agreed upon: N/A.
4. Length and term of this Agreement: 30 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: 313.0 mills, if the Agreement is executed in calendar year 2018, and 317.6 mills, if the Agreement is executed in calendar year 2019.
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 70% of the Negotiated FILOT Payments for the first 6 consecutive years in which Negotiated FILOT Payments are required to made hereunder; 65% for years 7 through 11; and 60% for years 12 through 15;
- (d) Negotiated FILOT Payments 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.

“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 _____, 2018.

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

“Company” shall mean the Sponsor, as defined in the first sentence of this Agreement.

“Companies” shall mean the Sponsor together with any 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 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 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 _____

“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 on or after April 1, 2018. Jobs relocated from other states to the Project shall be counted as New Full-Time Jobs. All persons filling the New Full-Time Job positions must be authorized pursuant to state and federal law to be employed in the United States and 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 Land and the buildings and other improvements on the Land to the extent placed thereon by or on behalf of the Companies, including but not limited to 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 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” shall have the meaning set forth in the first sentence of this Agreement.

“*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.

“*Wage Requirement*” means Fifteen Dollars (\$15.00) per hour (including all cash compensation of any kind, including but not limited to overtime and bonuses), 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 seventy-two and three-tenths percent (72.3%) 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 through 10, and at the end of Year 10 the County shall change the Wage Requirement to not more than seventy-two and three-tenths percent (72.3%) 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 after Year 10 during which the Special Source Revenue Credit is applicable. 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) The Company is a corporation validly existing and in good standing under the laws of the State. The Company 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 purposes relating to _____. 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, including but not limited to the provision of additional and/or increased Special Source Revenue Credits. 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. Notwithstanding anything in this Section 3.03 to the contrary, the Companies shall be entitled to the benefits and rights provided or referenced in Section 5.01(h).

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. 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

NEW JOB CREATION BY COMPANIES RELATING TO PROJECT; MAINTENANCE AND MODIFICATION OF PROJECT

Section 4.01. New Job Creation by Companies Relating to Project.

(a) New Full-Time Jobs created by Sponsor and Sponsor Affiliates shall be included in any determination whether the Jobs Commitment made in this Section 4.01 has been met.

(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 (i) the year following the year in which the Economic Development Property is first placed in service or (ii) 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 _____ (____) (the "Base Number of Employees"), in New Full-Time Jobs an average of not less than zero (0) during Year 1, for a total of _____ (____) jobs at the Project,

(2) to have employed, over the Base Number of Employees, in New Full-Time Jobs an average of not less than fifty-two (52) during Year 2, for a total of _____ (____) jobs at the Project,

(3) to have employed, over the Base Number of Employees, in New Full-Time Jobs an average of not less than seventy-eight (78) during Year 3, for a total of _____ (____) jobs at the Project,

(4) to have employed, over the Base Number of Employees, in New Full-Time Jobs an average of not less than ninety-four (94) during Year 4, for a total of _____ (____) jobs at the Project, and

(5) to have employed, over the Base Number of Employees, in New Full-Time Jobs an average of not less than one hundred thirty (130) 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 Project.

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. For all purposes of this Agreement, including but not limited to this Section 4.01 and Section 5.01(j) and (k), all New Full-Time Jobs created by the Sponsor and any Sponsor Affiliate shall count towards the Job Commitment.

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 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 written notice to enter upon and examine and inspect the Project and to have access to and examine and inspect all of the 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 thirty (30) 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 millage rate fixed for the Term equal to 313.0 mills, if this Agreement is executed in calendar year 2018, and 317.6 mills, if this Agreement is executed in calendar year 2019 (and the millage rate applicable to a specific

portion of the Project shall be only the millage rate for the taxing entities in which the portion of the Project is located); 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 with respect to the Economic Development Property in amounts equal to (i) seventy percent (70%) of Negotiated FILOT Payments for the first six (6) consecutive years in which Negotiated FILOT Payments are required to be made hereunder; (ii) 65% for years 7 through 11; and (iii) 60% for years 12 through 15.

(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, at the Company's election, without limitation, (i) an additional and/or increased Special Source Revenue Credit to approximate the net (after application of the Special Source Revenue Credits provided in Section 5.01(d) hereof) FILOT Payments intended under this Agreement, and/or (ii) 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(D). 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 Companies fail to meet the Jobs Commitment, the annual

Special Source Revenue Credit shall be reduced in the same proportion that the Companies failed to meet the Jobs Commitment. For example, if in Year 3 (as referenced in Section 4.01(b) hereof), the Companies should have employed, over the Base Number of Employees, in New Full-Time Jobs an average of not less than seventy-eight (78), but the Companies employed an average of sixty-four (64), then the Special Source Revenue Credit would be set at 82.05% (64 divided by 78 equals 82.05%) of 70% which results in a Special Source Revenue Credit in Year 3 of 57.44% (82.05% times 70% equals 57.44%).

(k) In any year after Year 1 (as referenced in Section 4.01(b)) in which the Companies fail 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) jobs, for a total of not less than _____ (____) jobs, at the Project, the Companies shall pay to the County an additional fee equal to the difference between the Negotiated FILOT Payments made by the Companies 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").

As an example of the calculation set forth in this subsection (k), and by way of example only, (i) assuming the Economic Development Property is placed in service with respect to the Project in 2019 and that the Special Source Revenue Credit is first taken in 2020 (which would be "Year 1" as referenced in Section 4.01(b) hereof), and that in the year ending December 31, 2022 (which would be "Year 3" as referenced in Section 4.01(b) hereof), that the maintained number of New Full-Time Jobs was eight (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 would have a 10.5% assessment ratio applied if such property were subject to *ad valorem* taxation, then (ii) the Hypothetical FILOT Payment for the year ending December 31, 2023 (which would be "Year 4" as referenced in Section 4.01(b) hereof) would be computed using the millage rate of 375 (instead of the millage rate set forth in Section 5.01(c) hereof) and the 10.5% assessment ratio for the Economic Development Property (instead of the 6% assessment ratio set forth in Section 5.01(c) hereof).

(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. Such termination shall not require the Companies to refund or pay any monies to the County, except as set forth in Section 10.02 hereof. For purposes of this Section 5.01(m), "cease operations" means permanent closure of the primary facilities comprising the Project. 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, 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; and the County may provide its consent, approval or ratification by a resolution of County Council.

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 and to provide the benefits set forth in this Agreement). 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 which shall be evidenced by passage of a resolution of County Council. 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 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 (as to which such transfers the County hereby consents) 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 any additional requirements (i.e., requirements not addressed in this paragraph) 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 30 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) Subject in all events to Section 12.14 hereof, 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 and examine 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; provided, however, that in no event shall the Companies be responsible for reimbursing the County in excess of \$8,000 for any Administration Expenses incurred in the form of attorneys' fees or otherwise with respect to any matter relating in any way to (i) the preparation, review, approval and execution of this Agreement, or (ii) the preparation, review, approval and execution of any other documents related to this Agreement and any multi-county park documents. 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 One Thousand and No/100 dollars (\$1,000.00).

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 effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows or to such other persons and places as may be designated in writing by such party in accordance with this Section 12.06.

(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:

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

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 Company has 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 PEPPER

By: _____

Its: _____

EXHIBIT A

Land

[TO COME]

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

RECORD AND RETURN TO:

(Space above this line for recording use)

STATE OF SOUTH CAROLINA)
COUNTY OF LANCASTER)
SECOND AMENDMENT
BRETAGNE DEVELOPMENT AGREEMENT
(APPLICABLE ONLY TO PHASE 7)

This **SECOND AMENDMENT BRETAGNE DEVELOPMENT AGREEMENT (APPLICABLE ONLY TO PHASE 7)** ("Second Amendment") is made and entered into as of the ___ day of _____ 2018 ("Effective Date"), by and between **STKR BRETAGNE, LLC**, a South Carolina limited liability company ("Developer"), **MICHAEL D. CARROUTH, AS TRUSTEE UNDER THE WILL OF ARNOLD CARROUTH** ("Carrouth"), **PULTE HOME COMPANY, LLC**, a Michigan limited liability company ("Pulte"), **ROBERT E. PEARCE AND SUSAN J. PEARCE** ("Pearce") and the **COUNTY OF LANCASTER** (the "County"), a political subdivision of the State of South Carolina.

WHEREAS, the Development Agreement dated June 4, 2007 for the Bretagne development was entered into by Bretagne Development Group, LLC, Linda S. Rowland, Blanche Carrouth, Arnold E. Carrouth, and Lancaster County (the "Development Agreement"). The Development Agreement is recorded in the records of the Lancaster County Register of Deeds in Deed Book 403, Pages 100-135;

WHEREAS, the Property subject to the Development Agreement originally consisted of 302.22 acres, more or less, and the development of the Property was divided into phases, identified as Phases 1 through 7;

WHEREAS, the Development Agreement has been amended with respect to Phases 1, 2 and 3 only as set forth in the First Amendment to the Development Agreement for Bretagne – Phases 1, 2, and 3, dated October 24, 2016, and recorded in the records of the Register of Deeds for Lancaster County, South Carolina, on November 7, 2016 in Deed Book 1009 at Pages 201-211 (the "First Amendment"), and, also as set forth in the Amended Development Agreement for Bretagne Phases 1, 2 and 3 dated November 3, 2016, and recorded in the records of the Register of Deeds for Lancaster County, South Carolina, on November 7, 2016 in Deed Book 1009 at Pages 212-245 (the "Amended Development Agreement");

WHEREAS, Phases 4, 5 and 6 were removed from the Development Agreement by the circuit court's order in the foreclosure action identified as Wachovia Bank, National Association versus Bretagne Development Group, LLC, *et al*, Case No. 2009-CP-29-621;

WHEREAS, for purposes of Phase 7, Developer is the successor to Bretagne Development Group, LLC, who was the original developer of the Property but who is no longer the developer or owner of any phase of the Property;

WHEREAS, Developer seeks to amend the Development Agreement as it relates only to Phase 7 as to allow completion of Phase 7 with an aggregate of [REDACTED] () lots and Fifty-Eight and 97/100 (58.97) acres, more or less, located in the County and generally known as Phase 7 of the Bretagne development;

WHEREAS, Developer and County do not intend for this Second Amendment to modify or otherwise terminate the Development Agreement, the First Amendment, and the Amended Development Agreement as such relates to Phases 1, 2 and 3 of the Bretagne development. Developer and County intend for Phases 1, 2 and 3 to continue to be subject to the Development Agreement, the First Amendment and the Amended Development Agreement;

WHEREAS, Section 5.02(A) 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; and

WHEREAS, upon approval and execution of this Second Amendment, Developer and County will execute an Amended Development Agreement for Bretagne Phase 7, and the Amended Development Agreement for Bretagne Phase 7 will set forth in one document the Development Agreement as amended by this Second Amendment and it will be applicable only to Phase 7 of the Bretagne development.

NOW THEREFORE, Developer, Carrouth, Pulte, Pearce and County hereby agree to amend the Development Agreement as it relates to Phase 7 of the Bretagne development and as set forth herein:

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

SECTION 2. The opening paragraph of the Development Agreement is amended to read:

/This AMENDED DEVELOPMENT AGREEMENT FOR BRETAGNE PHASE 7 (the "Agreement"), is made and entered into as of the [REDACTED] day of [REDACTED], 2018, by and among STKR BRETAGNE, LLC, a South Carolina limited liability company ("Developer"), MICHAEL D. CARROUTH, AS TRUSTEE UNDER THE WILL OF ARNOLD CARROUTH ("Carrouth"); PULTE HOME COMPANY, LLC, a Michigan limited liability company ("Pulte"), ROBERT E.

PEARCE AND SUSAN J. PEARCE (“Pearce”) and the COUNTY OF LANCASTER (the “County”), a political subdivision of the State of South Carolina./

SECTION 3. The first recital of the Development Agreement is amended to read:

/WHEREAS, Developer is developing certain real property, consisting of fifty-eight and 97/100 (58.97) acres, more or less, located in the County and known as Phase 7 of the Bretagne development and presently zoned R-15 Moderate Density Residential/Agricultural District;/

SECTION 4. The definitions in Section 1.02 of the Development Agreement for “Agreement”, “Carrouth”, “Developer”, “Owners”, “Parties” and “Rowland” are amended to read, and definitions for “First Amendment”, “Ordinance No. 2018- ”, “Pulte” and “Pearce” are added:

(2) ‘Agreement’ means this Development Agreement among County, Developer, Carrouth, Pulte, and Pearce as it relates to the development of Phase 7 and as amended by the Second Amendment.

(3) “Carrouth” means the owner of the Carrouth Tract, as identified in Exhibit A, more specifically being Michael D. Carrouth, as Trustee under the Will of Arnold Carrouth.

(6) ‘Developer’ means STKR Bretagne, LLC, a South Carolina limited liability company, as successor developer, and its successors in title to the Property who undertake Development of the Property.

(10A) ‘Ordinance No. 2018- ’ means Ordinance No. 2018- of the County approving the Second Amendment.

(11) ‘Owners’ means Carrouth, Pulte and Pearce.

(12) ‘Parties’ means County, Developer, and Owners.

(14) Reserved.

(14A) ‘Second Amendment’ means the Second Amendment Bretagne Development Agreement (Applicable Only to Phase 7) approved by passage of Ordinance No. 2018- .

(15A) ‘Pearce’ means the owner of the Pearce Tract, as identified in Exhibit A, more specifically being Robert E. Pearce and Susan J. Pearce.

(17) “Pulte” means the owner of the Pulte Tract, as identified in Exhibit A, more specifically being Pulte Home Company, LLC./

SECTION 5. Section 1.04 of the Development, relating to Property, is amended to read:

/This Agreement applies to the land described in Exhibit A, attached hereto and incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety. The Property is generally known as Phase 7 of the Bretagne development./

SECTION 6. Section 1.06(A) of the Development Agreement, relating to Permitted Uses (Development Uses), is amended to read:

/The development uses permitted on the Property shall be limited to those shown on the attached Exhibit B and Exhibit F, more specifically being [REDACTED] ([REDACTED]) single-family residential lots. Density is limited to [REDACTED] ([REDACTED]) dwelling units. Developer may reduce density, provided that the reduction is evidenced in a writing submitted to the County. Building heights are limited to typical residential building heights otherwise permitted by the UDO. Other terms and conditions of the development of the Property are set forth on Exhibit B./

SECTION 7. Section 1.06(B) of the Development Agreement, relating to Permitted Uses (Model Homes), is amended to read:

/Prior to the installation of water and sewer for Phase 7 of the Bretagne development, at the request of the Developer, the County agrees to issue up to four (4) building permits for model single family residences for sale (“Model Homes”). The Model Homes may be connected to temporary water and sewer services, including septic tanks, *provided, that*, the Model Homes shall be connected to permanent water and sewer services as soon as the permanent services are available. Prior to issuing the building permits for the Model Homes, Developer shall provide County with proof of applicable approvals by other government entities, including, but not limited to the South Carolina Department of Health and Environmental Control. Except for the water and sewer connections, Developer must comply with all ordinary requirements for the issuance of building permits including, but not limited to, then applicable county-wide building, housing, electrical, plumbing, and gas codes. Developer agrees that County shall not issue a certificate of occupancy for the Model Homes until the Model Homes are connected to permanent water and sewer service and meet otherwise applicable requirements, *provided, that*, the absence of a certificate of occupancy does not prevent Developer from the using the Model Home for Model Home purposes./

SECTION 8. Section 1.09(D) of the Development Agreement, relating to Burdens and Benefits, is amended to read:

/(D)(1) The Parties acknowledge that: (i) Carrouth is executing this Agreement solely as the owner of the Carrouth Tract, as identified in Exhibit A; (ii) Pulte is executing this Agreement solely as the owner of the Pulte Tract, as identified in Exhibit A; and (iii) Pearce is executing this Agreement solely as the owner of the Pearce Tract, as identified on Exhibit A.

(2) Developer acknowledges and agrees that it: (i) is responsible for the development of the Carrouth Tract, the Pulte Tract and the Pearce Tract; and (ii) will develop the Carrouth Tract, the Pulte Tract and the Pearce Tract in accordance with the terms and conditions of this Agreement.

(3) Carrouth acknowledges and agrees that: (i) Developer is responsible for the Development of the Carrouth Tract; (ii) if Developer does not acquire title to the Carrouth Tract, then Carrouth or its successor in interest will develop the Carrouth Tract in accordance with this Agreement and is responsible for Developer’s obligations pursuant to this Agreement but only for those obligations applicable to the Carrouth Tract.

(4) Pulte acknowledges and agrees that: (i) Developer is responsible for the Development of the Pulte Tract; (ii) if Developer does not acquire title to the Pulte Tract, then

Pulte or its successor in interest will develop the Pulte Tract in accordance with this Agreement and is responsible for Developer's obligations pursuant to this Agreement but only for those obligations applicable to the Pulte Tract.

(5) Pearce acknowledges and agrees that: (i) Developer is responsible for the Development of the Pearce Tract; (ii) if Developer does not acquire title to the Pearce Tract, then Pearce or its successor in interest will develop the Pearce Tract in accordance with this Agreement and is responsible for Developer's obligations pursuant to this Agreement but only for those obligations applicable to the Pearce Tract./

SECTION 9. Section 1.10 of the Development Agreement, relating to Term, is amended to read:

/The term of this Agreement commences on the Effective Date of the Second Amendment to this Agreement and terminates on June 3, 2026./

SECTION 10. Section 2.02 of the Development Agreement, relating to Representations and Warranties of Developer, is amended to read:

/Representations and Warranties of Developer and Owners. (A) Developer and Owners represent that the number of acres of highland contained in the Property is forty-seven and 18/100 (47.18) acres.

(B) Developer represents that as of the date of this Agreement, it has entered into certain contracts and agreements with Carrouth, Pulte, and Pearce pursuant to which Developer is entitled to purchase the Carrouth Tract, the Pulte Tract and the Pearce Tract, each as identified in Exhibit A. Carrouth represents that it is the only legal and equitable owner of the Carrouth Tract as of the Effective Date of the Second Amendment to this Agreement except and to the extent that Developer has an option to purchase the Carrouth Tract. Pulte represents that it is the only legal and equitable owner of the Pulte Tract as of the Effective Date of the Second Amendment to this Agreement except to the extent that Developer has a contract to purchase the Pulte Tract. Pearce represents that it is the only legal and equitable owner of the Pearce Tract as of the Effective Date of the Second Amendment to this agreement except to the extent that Developer has a contract to purchase the Pearce Tract./

SECTION 11. Section 3.01(B) of the Development Agreement, relating to Vested Right to Develop, is amended to read:

/County agrees that the specific Laws and Land Development Regulations in force as June 4, 2007, unless another date is otherwise specified in this Agreement, as set forth in Exhibit E to this Agreement, attached hereto and incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety, shall govern all aspects of the development of the Property, according to the terms and standards as stated in this Agreement, for the term of this Agreement./

SECTION 12. Section 3.03(A) of the Development Agreement, relating to Applicability of Subsequently Adopted Laws and Land Development Regulations, is amended to read:

/County may apply laws adopted after June 4, 2007, to the development of the Property only if the County Council holds a public hearing and determines:

(1) the laws are not in conflict with the laws governing this Agreement and do not prevent the development set forth in this Agreement and “laws” which prevent development include, but are not limited to, a moratorium, or any other similar restriction that curtails the rate at which development can occur on the Property;

(2) the laws are essential to the public health, safety, or welfare and the laws expressly state that they apply to the development that is subject to this Agreement;

(3) the laws are specifically anticipated and provided for in this Agreement;

(4) that substantial changes have occurred in pertinent conditions existing on June 4, 2007, which changes, if not addressed by County, would pose a serious threat to the public health, safety, or welfare; or

(5) that this Agreement was based on substantially and materially inaccurate information supplied by the Developer./

SECTION 13. Section 4.02 of the Development Agreement, relating to Payment to Lancaster County, is amended to read:

/Developer agrees to pay to the County THREE HUNDRED SEVENTY-EIGHT THOUSAND AND NO/100 DOLLARS (\$378,000.00) (computed by multiplying 108 units times \$3500) (the “County Payment”). This amount shall be paid in two installments, each in the amount of ONE HUNDRED EIGHTY-NINE THOUSAND AND NO/100 DOLLARS (\$189,000.00). The first installment payment shall be paid on the earlier to occur of the date of the transfer of any Development Rights for Phase 7 of the Bretagne development, or March 31, 2019. The second installment payment shall be paid on the date of recordation of the final subdivision plat for any portion of Phase 7 of the Bretagne development. The determination of the specific use by the County for the County Payment is at the sole discretion of the County Council./

SECTION 14. Section 4.03 of the Development Agreement, relating to Payment of Costs, is amended to read:

/Upon submission of appropriate documentation of the expenditure, Developer agrees to reimburse the County, not later than February 28, 2019, for the County’s reasonable unreimbursed actual costs related to this Agreement, including the costs related to the Second Amendment and the Amended Development Agreement for Bretagne Phase 7. The foregoing cost reimbursement is capped at [REDACTED] (\$ [REDACTED]) and is limited to County payments to third-party vendors and service providers that have not been otherwise reimbursed from the fee paid by Developer pursuant to Section 10 of Ordinance No. 663./

SECTION 15. Section 4.05(A)(4) of the Development Agreement, relating to Roads (Landscape Easement), is amended to read:

/Reserved./

SECTION 16. Section 4.05(A)(5) of the Development Agreement, relating to Roads (Sunset Hollow Road), is amended to read:

/A County maintained road, Sunset Hollow Road, is located on the Property and provides access to the Pearce Tract, as identified in Exhibit A. Developer agrees to seek the closure and abandonment of Sunset Hollow Road. County and Pearce agree to cooperate with the Developer in the closure and abandonment of Sunset Hollow Road. Prior to closure and abandonment of Sunset Hollow Road, Developer agrees to provide Pearce with an access route to the Pearce Tract that is acceptable to Pearce. Upon closure and abandonment of Sunset Hollow Road, County is not responsible for maintenance of Sunset Hollow Road and is not responsible for construction and maintenance of any access road to the Pearce Tract./

SECTION 17. Section 4.05(D) of the Development Agreement, relating to Storm Water Management, is amended to read:

/Developer will construct or cause to be constructed all storm water runoff and drainage improvements within the Property required by the development of the Property and such infrastructure will be maintained by Developer or a homeowner's association established for the Bretagne Phase 7 development. County is not responsible for any construction or maintenance costs associated with the storm water runoff and drainage for the Property. Storm water management improvements are expected to be implemented on a schedule consistent with the development of the Property as contained in the development schedule and as necessary to serve the development./

SECTION 18. Section 4.06 of the Development Agreement, relating to Library Books, is amended to read:

/Reserved./

SECTION 19. The Development Agreement is amended by adding immediately following Section 4.06:

/Section 4.07. Carolina Thread Trail. (A) Developer agrees to grant to the County an easement along or near Sugar Creek in the common open space area of the Property (the "Easement"). The form of the Easement Agreement is attached to this Agreement as Exhibit G, attached hereto and incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety. The Easement Agreement includes a description and plat of the Easement.

(B) Developer agrees that the Easement Agreement and Easement plat shall be recorded prior to the approval of the subdivision plat.

(C) Developer is responsible for the costs and expenses of granting the Easement./

SECTION 20. Section 5.01 of the Development Agreement, relating to Notices, is amended to read:

/Any notice, demand, request, consent, approval or communication which a party is required to or may give to another party to this Agreement shall be in writing and shall be delivered or addressed to the other at the address set forth below or to such other address as the party may from time to time direct by written notice given in the manner prescribed in this section, and such notice or communication shall be deemed to have been given or made when communicated by personal delivery or by independent courier service or by facsimile or if by mail on the fourteenth (14th) business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as provided in this section. All notices, demands, requests, consents, approvals or communications to the County shall be addressed to:

To the County: County of Lancaster
 Attn: County Administrator
 101 N. Main St. (29720)
 P.O. Box 1809 (29721)
 Lancaster, SC

With Copy to (which shall not constitute notice):
 County of Lancaster
 Attn: County Attorney
 101 N. Main St. (29720)
 P.O. Box 1809 (29721)
 Lancaster, SC

And to Developer: STKR Bretagne, LLC
 Attn: Jeffrey Kronengold
 201 S.E. 12th Street, Suite 100
 Fort Lauderdale, FL 33316

And to Carrouth: Michael D. Carrouth
 Fisher & Phillips
 1320 Main Street, Suite 750
 Columbia, SC 29201

With Copy to (which shall not constitute notice):

 Michael W. Tighe, Esquire
 Callison Tighe & Robinson, LLC
 1812 Lincoln Street, Suite 200
 Columbia, SC 29201

And to Pulte: Pulte Home Corporation

Attn: Jon Cherry, Division President
11121 Carmel Commons Blvd., Suite 450
Charlotte, NC 28226

With Copy to (which shall not constitute notice):

Pulte Home Corporation
Attn: Mark McIntyre
1225 Crescent Green Drive, Suite 110
Cary, NC 27518

And to Pearce: Robert E. Pearce and Susan J. Pearce
1107 Sunset Hollow Rd
Indian Land, SC 29707

SECTION 21. Section 5.02(B) of the Development Agreement, relating to Amendments (Major Modifications), is amended to read:

/An amendment to this Agreement must be processed and considered in the same manner as set forth in Ordinance No. 663 for a proposed development agreement. Any amendment to this Agreement constitutes a major modification and the major modification may occur only after public notice and a public hearing by the County Council./

SECTION 22. Section 5.03 of the Development Agreement, relating to Periodic Reviews, is amended to read:

/At least every twelve (12) months, the Chief Zoning Officer for the County or the designee of the Chief Zoning Officer for the County, or the successor to the Chief Zoning Officer for the County, must review compliance with this Agreement by the Developer. At the time of review the Developer must demonstrate good faith compliance with the terms of the Agreement./

SECTION 23. Exhibit A to the Development Agreement, relating to Property, is amended to read:

/Exhibit A
Property

Carrouth Tract

All that certain piece, parcel or lot of land, situate, lying and being in Indian Land Township, County of Lancaster, State of South Carolina and being shown and designated as Parcel Z2, containing 38.448 acres, as shown on a plat entitled, "ALTA/ACCSM Land Title Survey of Bretagne Property for Bretagne Development Group, LLC", dated April 13, 2007 and recorded

on May 19, 2007 in Plat Book 2007, page 526 in the Office of the Register of Deeds for Lancaster County, South Carolina.

DERIVATION: Being a 38.448 acre portion of the property conveyed to Arnold E. Carrouth, Trustee of the Arnold E. Carrouth Revocable Trust dated May 28, 2013 by Arnold E. Carrouth by deed dated May 28, 2013 and recorded on June 3, 2013 in Book 733, page 340 in the Office of the Register of Deeds for Lancaster County, South Carolina.

Tax Map Number 0006-00-003.00

Pulte Tract

All those certain pieces, parcels or tracts of land located in Indian Land Township, County of Lancaster, State of South Carolina and being shown and designated as “PORTION ‘A’ OF REMAINDER TRACT 1”, PORTION ‘B’ OF REMAINDER TRACT 1”, REMAINDER TRACT 2, SUBTRACT 2”, AND “TRACT 4” on that certain survey entitled, “ALTA/ACSM Land Title Survey for Wells Fargo Bretagne Subdivision, Indian Land Township, Lancaster County, South Carolina” dated March 14, 2011, last revised May 3, 2011, prepared by Insite Engineering and Surveying, PLLC, and recorded on May 5, 2011 in Plat Book 2011 at pages 247 and 248 which in the Office of the Register of Deeds for Lancaster County, South Carolina.

DERIVATION: Being a portion of the same property conveyed to Pulte Home Corporation by deed of Redus South Carolina, LLC, dated November 26, 2013 and recorded on December 3, 2013 in Book 769, page 180, in the Office of the Register of Deeds for Lancaster County, South Carolina.

Tax Map Number 0006-00-001.01

Pearce Tract

All that certain piece, parcel or lot of land, lying and being situate in Indian Land Township, County of Lancaster, State of South Carolina on Sunset Hollow road and being designated as 1.00 acres, more or less, and according to a survey thereof recorded as Plat #11427 in the Office of the Clerk of Court for Lancaster County, South Carolina. Said Plat is hereby incorporated for a more complete description.

DERIVATION: This being the same property conveyed to Robert E. Pearce and Susan J. Pearce by deed from Clover Community Bank dated April 16, 2012 and recorded May 4, 2012 in Deed Book 665 at Page 334 in the Office of the Register of Deeds for Lancaster County, South Carolina.

Tax Map Number 0006-00-003.02/

SECTION 24. Paragraph 1 of the Conditions and Exceptions portion of Exhibit B to the Development Agreement, relating to Development Conditions and Development Acreage and Information, is amended to read:

/All trees, shrubs and other vegetation may be cleared from each lot within Bretagne Phase 7; provided, however, trees and other non-invasive natural vegetation within the designated buffer areas of Bretagne Phase 7 shall be preserved./

SECTION 25. Paragraph 6 of the Conditions and Exceptions portion of Exhibit B to the Development Agreement, relating to Development Conditions and Development Acreage and Information, is amended to read:

/Reserved./

SECTION 26. Paragraph 7 of the Conditions and Exceptions portion of Exhibit B to the Development Agreement, relating to Development Conditions and Development Acreage and Information, is amended to read:

/The following exception to Section 13.7.9.1 of the UDO (Residential Block Length) is approved: Bretagne Phase 7 shall have a minimum block length of four hundred feet (400') as measured from road centerline to road centerline./

SECTION 27. Paragraph 10 of the Conditions and Exceptions portion of Exhibit B to the Development Agreement, relating to Development Conditions and Development Acreage and Information, is amended to read:

/The following front and side setbacks for corner lots in Bretagne Phase 7 is approved: the front yard setback is not less than twenty-five feet (25') and the side yard setback is not less than fifteen feet (15')./

SECTION 28. The Conditions and Exceptions portion of Exhibit B to the Development Agreement, relating to Development Conditions and Development Acreage and Information, is amended by adding immediately following Paragraph 11:

- /12. Any roads or conditions solely applicable to real property located outside of the Property shall not be applicable to Bretagne Phase 7. Road names are set forth on Exhibit F.*
- 13. Stream buffers may be temporarily impacted for grading and utility activities so long as the impacted buffer areas are re-vegetated and no impervious surfaces are placed over impacted buffer areas except for road crossings, trails, and utility structures./*

SECTION 29. The Density and Acreage Information portion of Exhibit B to the Development Agreement, relating to Development Conditions and Development Acreage and Information, is amended to read:

/Density and Acreage Information

- The total number acres used to calculate density was original 302.22 for a total overall density for all phases of Bretagne of 400 dwelling units.
- The overall density for the Bretagne development was a total of 400 dwelling units. Phases 1 through 6 have used 274 dwelling units, leaving 126 dwelling units available for Phase 7. The Developer has agreed to reduce the overall available dwelling units from 126 to dwelling units for Phase 7./

SECTION 30. Exhibit C to the Development Agreement, relating to Development Schedule, is amended to read:

/Exhibit C
Development Schedule

<u>Calendar Year</u> <u>Beginning January 1</u>	<u>Units Commenced/Completed</u> <u>Single Family Units</u>
2018	0
2019	10
2020	10
2021	10
2022	20
2023	20
2024	20
2025	10
2026	—
2027	—/

SECTION 31. Paragraph (A) of Exhibit D to the Development Agreement, relating to Required Information, is amended to read:

/(A) a legal description of the property subject to the agreement and the names of the property's legal and equitable owners. The legal description of the Property is set forth in Exhibit A. Developer represents that as of the Effective Date of the Second Amendment to this Agreement, it has entered into certain contracts and agreements with Carrouth, Pulte, and Pearce pursuant to which Developer is entitled to purchase the Carrouth Tract, the Pulte Tract and the Pearce Tract, each as identified in Exhibit A. Carrouth represents that it is the legal only legal and equitable owner of the Carrouth Tract as of the Effective Date of the Second Amendment to this Agreement except and to the extent that Developer has an option to purchase the Carrouth Tract. Pulte represents that it is the only legal and equitable owner of the Pulte Tract as of the Effective Date of the Second Amendment to this Agreement except to the extent that Developer has a contract to purchase the Pulte Tract. Pearce represents that it is the only legal and equitable

owner of the Pearce Tract as of the Effective Date of the Second Amendment to this Agreement except to the extent that Developer has a contract to purchase the Pulte Tract./

SECTION 32. Exhibit E to the Development Agreement, relating to Laws and Land Development Regulations, is amended to read:

/Exhibit E
Laws and Land Development Regulations

1. Ordinance No. 812, zoning the Property R-15 Moderate Density Residential/Agricultural District.
2. Ordinance No. 813, approving this Development Agreement.
3. The Development Agreement Ordinance for Lancaster County, South Carolina: Ordinance No. 663.
4. Unified Development Ordinance of Lancaster County: Ordinance No. 309, as amended as of May 22, 2006. A copy of the Unified Development Ordinance is on file in the office of the County Planning Department.
5. Land Development Regulations of Lancaster County: Ordinance No. 328, as amended as of May 22, 2006. The Land Development Regulations of Lancaster County are included in the Unified Development Ordinance of Lancaster County, a copy of which is on file in the office of the County Planning Department.
6. Ordinance No. 2018-XXXX approving the Second Amendment to this Development Agreement./

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

SECTION 33. Exhibit F of the Development Agreement, relating to Overall Development Plan, is amended by replacing and updating the original Exhibit F with the following Exhibit F:

INSERT NEW EXHIBIT F.

SECTION 34. The Development Agreement is amended by adding immediately following Exhibit F:

/Exhibit G
Carolina Thread Trail Easement Agreement

This EASEMENT AGREEMENT (this “Agreement”) is made and entered into as of the _____ day of _____, 2018 (the “Effective Date”), by _____, a _____ (the “Grantor”); and LANCASTER COUNTY, a political subdivision of the State of South Carolina (the “County”).

WITNESSETH:

WHEREAS, Grantor is the developer of certain property located in Lancaster County, South Carolina, which property is more particularly described on Exhibit A attached hereto (the “Property”) and is the owner of the Trail Easement Area and Access Easement Area (described herein); and

WHEREAS, the County is developing a plan for a public recreational trail along the various creeks, floodplains, and other areas in Lancaster County, South Carolina including along and through the Property; and

WHEREAS, Grantor desires to grant to the County a perpetual easement on, over and through the Property for the uses set forth herein;

NOW, THEREFORE, for and in consideration of the premises and the sum of One Dollar (\$1.00) to it in hand paid, the receipt of which is hereby acknowledged, Grantor and the County agree as follows:

1. Trail Easement. The Grantor hereby grants to the County and its successors, assigns, employees, agents and invitees a perpetual nonexclusive right and easement variable in width running on, over and through the portion of the Property identified as “_____” on the survey attached hereto as Exhibit B and incorporated herein (the “Easement Survey”) for the purpose of constructing, maintaining and operating a public recreational trail, including but not limited to a public right-of-way, whether paved or unpaved, for (i) walking, hiking, jogging, bicycling, bird watching, or nature study; (ii) events such as “runs” or competitive races; (iii) programmatic use by schools, clubs or other groups; (iv) wheelchair use by persons who need to use wheelchairs; (v) maintenance vehicles used in the construction, management, maintenance or stewardship of facilities located thereon; (vi) use by the County and the County’s contractors for events; and (vii) emergency vehicles in the case of emergency within the trail (the “Trail Easement”). The Trail Easement shall include the right but not the obligation to construct, install, use and maintain lighting, steps, railings, bridges, boardwalks, culverts, benches, fencing, bike racks or resting facilities. Notwithstanding any

other provision to the contrary, the County shall have no obligation to construct a public recreational trail within any particular time, if ever, or to connect such trail with any other trails.

2. Access Easement. Grantor hereby grants and conveys to the County and its successors, assigns, employees, agents and invitees a perpetual nonexclusive right and easement variable in width running on, over and through [Insert road names] and the portion of the Property identified as “_____” on the Easement Survey for the purpose of parking and accessing the Trail Easement for the purposes set forth herein (the “Access Easement”).

3. Easement for Signage. The Grantor hereby grants to the County and its successors, assigns, employees and agents a perpetual easement on, over and through the Trail Easement and Access Easement to install, maintain, repair, replace and add signage in and for the benefit of the Trail Easement including but not limited to for the purpose of posting rules regarding use of the trail created herein. The design of all signage related to the Trail Easement shall be consistent with other signage located along other trails created under the directions of the Carolina Thread Trail, a North Carolina nonprofit corporation.

4. Maintenance of Trail Easement and Access Easement. The County shall be responsible, at its expense, for maintaining the Trail Easement and Access Easement in accordance with the purposes set forth herein, including construction and maintenance of a public recreational trail, routine removal of trash, waste and litter by a maintenance crew, and efforts to control vandalism and other crimes within the Trail Easement and Access Easement; provided, however, Grantor shall be responsible, at its expense, for damage caused to the Trail Easement and Access Easement by Grantor or their employees, contractors, agents or invitees.

5. Reservation of Right to Cross Trail Easement and Access Easement. Grantor, for itself and its successors, assigns, employees, agents and any property owners association located within the [Insert name of neighborhood] in Lancaster County, South Carolina (“POA”), reserves the right to cross the Trail Easement and Access Easement as reasonably necessary to perform work for the benefit of the Grantor’s and POA’s land, provided the County is given at least 2 weeks’ prior written notice of any action reasonably requiring closure of the Trail Easement or Access Easement to the public is provided to both the County Administrator and County Attorney by certified mail and provided Grantor or POA repair any damage to the Trail Easement or Access Easement resulting from such crossing.

6. Reservation of Landscaping Rights. Grantor, for itself and its successors, assigns, employees, agents and any POA, reserves the right to install landscaping within the Trail Easement and Access Easement, provided such landscaping does not obstruct the trail constructed within the Trail Easement or Access Easement. Nothing herein shall be construed as obligating the County or its successors, assigns, agents or employees to maintain any landscaping added to the Trail Easement or Access Easement pursuant to this Section 6.

7. Title. Grantor represents and warrants to the County that it currently owns fee simple title to the Property free and clear from all liens and mortgages. Notwithstanding

anything herein to the contrary, nothing herein shall prevent Grantor from placing a future mortgage or other encumbrance on the Property, provided however, such mortgage or encumbrance is subordinate to the easements granted herein.

8. Successors and Assigns. This Agreement and the rights granted herein are intended to and shall run with the land and shall burden the Property forever, and shall be binding upon, and inure to the benefit of and be enforceable by the parties hereto and their successors, successors-in-title, designees and assigns.

9. Governing Law. This Agreement is to be governed, construed and enforced in accordance with the laws of the State of South Carolina.

10. Waiver. The failure of either the Grantor or the County to exercise any right given hereunder shall not constitute a waiver of either party's right to exercise such right.

11. Entire Agreement. This Agreement contains the sole and entire agreement of the Grantor and the County with respect to the matters contemplated hereunder, and no representation, inducement, promise or agreement, oral or written between the Grantor and the County which is not incorporated herein shall be of any force or effect. Any amendment to this Agreement shall be in writing, executed by the Grantor and the County and recorded in the Office of the Register of Deeds for Lancaster County, South Carolina.

12. Severability. If any term, covenant or condition of this Agreement, or any application thereto to any person or circumstance shall, to any extent, be invalid or unenforceable, such provision or the application of such term, covenant or condition, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall be deemed severable, and the remainder thereof shall not be affected thereby, and each such term, covenant or condition of this Agreement shall be valid and may be enforced to the fullest extent permitted by law.

TO HAVE AND TO HOLD, subject to all matters of record as of the date hereof and the terms hereof, all and singular the aforesaid easements unto the County, and its successors, successors-in-title, designees and assigns forever.

IN WITNESS WHEREOF, the parties have executed this Easement Agreement the Effective Date first above written.

Signed, sealed and delivered
in the presence of:

GRANTOR:
[Insert name of Grantor]

Witness

By: _____(SEAL)

Name: _____

Witness Its: _____

STATE OF _____)
COUNTY OF _____)

I, _____, a Notary Public for the State of _____, do
hereby certify that _____, _____ of
_____, a _____, personally appeared
before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp or seal this _____ day of _____, 2018.

[Stamp/Seal]

Notary Public
Name of Notary: _____
My Commission Expires: _____

IN WITNESS WHEREOF, the parties have executed this Easement Agreement the day
and year first above written.

Signed, sealed and delivered
in the presence of:

COUNTY:
Lancaster County, South Carolina

Witness

By: _____ (SEAL)
Steve Willis, County Administrator

Witness

Attested By: _____ (SEAL)
Sherrie Simpson, Clerk to Council

STATE OF SOUTH CAROLINA)
COUNTY OF LANCASTER)

I, _____, a Notary Public for the State of South Carolina, do hereby certify that Steve Willis, County Administrator of the County of Lancaster, South Carolina, attested by Sherrie Simpson, the Clerk to Council of the County of Lancaster, South Carolina, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp or seal this _____ day of _____, 2018.

[Stamp/Seal]

Notary Public

Name of Notary: _____

My Commission Expires: _____

EXHIBIT A

Grantor's Property Description

EXHIBIT B

Easement Survey/

SECTION 35. Developer agrees to record this Second Amendment with the Lancaster County Register of Deeds within fourteen (14) days of the execution of this Second Amendment.

SECTION 36. (A) Developer and County agree that the County Administrator is authorized to publish an Amended Development Agreement for Bretagne Phase 7 based on the Development Agreement as originally executed and recorded as amended by this Second Amendment (the "Amended Development Agreement Phase 7"). County and Developer agree to cooperate with the execution of the Amended Development Agreement Phase 7. The Amended Development Agreement Phase 7 applies to Phase 7 of the Bretagne development.

(B) Upon execution of this Second Amendment by the parties to it, the Development Agreement applicable to Phase 7 of the Bretagne development consists of the Development Agreement as originally executed and recorded, as amended by this Second Amendment.

SECTION 37. This Second 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 38. This Second Amendment is effective on the Effective Date.

SIGNATURES ON THE FOLLOWING PAGES.

WITNESSES:

STKR Bretagne, LLC,
a South Carolina limited liability company

BY: _____

ITS:

DATE: _____, 2018

STATE OF _____)

COUNTY OF _____)

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named STKR Bretagne, LLC, by its duly authorized officer/s sign, seal and as its act and deed deliver the within written instrument and that (s)he with the other witness above subscribed, witnessed the execution thereof.

First Witness Signs Again Here

Seal

SWORN to before me this
____ day of _____, 2018.

Notary Public Signs AS NOTARY
Notary Public for the State of _____
My Commission Expires: _____

SIGNATURE OF THE CARROUTH TRACT OWNER ON THE NEXT PAGE

WITNESSES:

OWNER OF THE CARROUTH TRACT

BY:

Michael D. Carrouth, as Trustee under the
Will of Arnold Carrouth

DATE: _____, 2018

STATE OF _____)
COUNTY OF _____)

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named Michael D. Carrouth as Trustee under the Will of Arnold Carrouth is duly authorized to sign, seal and as his act and deed deliver the within written instrument and that (s)he with the other witness above subscribed, witnessed the execution thereof.

First Witness Signs Again Here

Seal

SWORN to before me this
_____ day of _____, 2018.

Notary Public Signs AS NOTARY
Notary Public for the State of _____
My Commission Expires: _____

SIGNATURE OF THE PULTE TRACT OWNER ON THE NEXT PAGE

WITNESSES:

OWNER OF THE PULTE TRACT:

Pulte Home Company, LLC,
a Michigan limited liability company

BY: _____

ITS:

DATE: _____, 2018

STATE OF _____)

)

PROBATE

COUNTY OF _____)

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named Pulte Home Company, LLC, by its duly authorized officer/s sign, seal and as its act and deed deliver the within written instrument and that (s)he with the other witness above subscribed, witnessed the execution thereof.

First Witness Signs Again Here

Seal

SWORN to before me this
____ day of _____, 2018.

Notary Public Signs AS NOTARY
Notary Public for the State of _____
My Commission Expires: _____

SIGNATURE OF THE PEARCE TRACT OWNER ON THE NEXT PAGE

WITNESSES:

OWNER OF THE PEARCE TRACT:

BY:

Robert E. Pearce

ITS:

DATE: _____, 2018

BY:

Susan J. Pearce

DATE: _____, 2018

STATE OF _____)

)

PROBATE

COUNTY OF _____)

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named Robert E. Pearce and Susan J. Pearce, sign, seal and as their act and deed deliver the within written instrument and that (s)he with the other witness above subscribed, witnessed the execution thereof.

First Witness Signs Again Here

Seal

SWORN to before me this
____ day of _____, 2018.

Notary Public Signs AS NOTARY
Notary Public for the State of _____
My Commission Expires: _____

COUNTY SIGNATURES FOLLOW ON NEXT PAGE.

WITNESSES:

COUNTY OF LANCASTER,
SOUTH CAROLINA

BY: _____

Steve Willis

ITS: County Administrator

DATE: _____, 2018

STATE OF SOUTH CAROLINA)

)

PROBATE

COUNTY OF LANCASTER)

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named County of Lancaster, South Carolina, by its duly authorized officer/s sign, seal and as its act and deed deliver the within written instrument and that (s)he with the other witness above subscribed, witnessed the execution thereof.

First Witness Signs Again Here

Seal

SWORN to before me this
_____ day of _____, 2018.

Notary Public Signs AS NOTARY
Notary Public for the State of South Carolina
My Commission Expires: _____

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

Project Overview – September 2018

1.) Animal Shelter:

Architectural firm, MPS, has received sign-off on final facility page flip review from County project leadership team [N. Miller, A. Williams, J. Hinson, J. Catoe] along with IT [D. Allman]. MPS to submit final drawings for review with pertinent review boards, i.e., Zoning/Planning/Building. Project documents to be prepared for public bid; bid to be open for four (4) weeks starting in mid-October. After GC is selected, civil work is anticipated to begin near the turn of calendar year. Projected construction completion date is still set for late Q4 2019; project estimate remains at \$2.5 - \$2.8M.

2.) Fleet Maintenance Garage:

Project has been suspended since June 2018 due to budgetary constraints. Architectural programming has been completed by architectural firm, POND; second phase proposal for Schematic Design has been submitted. Awaiting greenlight from County Council to re-engage under revised budgetary appraisal set at \$3.5 - \$4M for total project.

3.) Library System:

Library Board unanimously voted 9/25 to allow architectural firm, MPS, to proceed into Schematic Design phase (~2 months). A continued pursuit of relocation opportunity for Kershaw Branch has been incorporated as a budgetary option, as recommended by MPS and agreed to by Library Board. Town of Kershaw Administrator, Mitch Lucas, will continue to champion discussions for donation of Wells Fargo Building; additional details regarding Wells Fargo acquisition to be presented as they come available. Final determination for Wells Fargo will not be made until end of calendar year 2018. It has been expressly stated and accepted that the only way in which the Wells Fargo location can be accepted for this project is through full donation, only—that is, there can be zero dollars invested into acquisition cost. Any other amount would result in an insurmountable budget discord between the three (3) locations: Main, Del Webb, and Kershaw.

4.) EMS HQ:

Architectural firm, Moseley Architects, is nearing completion of Design Development phase of project. County has signed off on Mechanical/Electrical/Plumbing (“MEP”) as well as IT/low voltage plans for facility. Final site assessments, i.e., plumbing access points & fire marshal input, to be completed ASAP. Construction documents and bid schedule set for late October; project to remain out to bid for four (4) weeks. Renovation completion schedule is TBD, based on bid response and accepted add/deduct bid alternates.

5.) Barnett Medical Building:

Due to impacts of Hurricane Florence and associated levels of precipitation, Barnett Medical Building will require two (2) emergency procurement mitigations to ensure the preservation of County property. First, a replacement roofing system will be installed ASAP. The current roofing system has been critically compromised and is causing severe water damage to interior of building. A Letter of Intent has been signed with a commercial roofing company to complete repairs and installation ASAP. Second, a mold abatement team will be brought into Barnett to eradicate any signs of mold formation from the moisture accruals due to the associated roof concerns. The mold

abatement will take place immediately after the roof installation. Both emergency procurements have been authorized by County Administrator, Steve Willis, and will be pursued as insurance claims accordingly by County Risk Manager, Ryan Whitaker. Design consultation cannot occur until the integrity of the facility is restored; including additional HVAC, plumbing, and electrical systems.

6.) EMS Substation – Old Bailes Rd.

Two (2) competitive design proposals have been secured by County Procurement for design drawings/bridge documents; in addition, awaiting competitive site work proposals from two (2) competitive civil engineering firms to diagnose site status and design/manage on-going site work (beyond County Public Works capabilities). County Stormwater Engineer also to review site documentation accordingly.



June 27, 2018

Mr. Steve Willis, County Administrator
Lancaster County Administration Building
101 N. Main Street
P.O. Box 1809
Lancaster, SC 29720

Dear Mr. Willis:

It was great meeting with you this morning to walk through the building located at 1228 Colonial Commons Ct. in Lancaster. I'm sure that you could tell our local staff is very excited about the possibility of using the building as a future location for the Lancaster County Health Department. We enthusiastically support this endeavor, and we will be glad to assist in any way we can to help make this a reality. We believe it would only take minor construction modifications to fully comply with HIPAA, security, and safety regulations.

Thanks again for considering this opportunity, and don't hesitate to contact me with any questions or input needed to help make your decision. I can be reached via phone at 803-576-2770 or email at reedhm@dhec.sc.gov.

Sincerely,

A handwritten signature in cursive script that reads "Trey Reed".

Trey Reed, Region Administrator
SCDHEC – Midlands Public Health Region
Richland County Health Department
2000 Hampton Street
Columbia, SC 29204

MEMORANDUM

TO: Steve Willis, Lancaster County Administrator

CC: Lisa Robinson, Director of Human Resources

FROM: Jeff Catoe, Director of Public Services
T. Scott Edgar, County Engineer

SUBJECT: Staffing review, Lancaster County Stormwater Management

DATE: October 1, 2018

The Stormwater Management Department is nearing its one-year anniversary and we are very proud of the progress we have made thus far. Building a successful Stormwater Management department requires continual assessment of its ability to meet the needs of the community and comply with NPDES Permit. Lancaster has become the third highest-growth County in the State. This growth is mainly driven by the Indian Land area which, as you know, is our SMS4 target area.

As we begin implementation of the National Pollutant Discharge Elimination System, NPDES, requirements under the SMS4, our staffing needs have become more apparent. To date, the Stormwater Management department has been operating from a reactive rather than proactive position. For example, there has been no progress in collecting background water samples to establish baseline water quality conditions of the streams in the SMS4 area. We suspect that many pollutants are generated in North Carolina not South Carolina. However, we have not been able to validate our suspicions with certified sampling data. We just finished drafting a comprehensive Illicit Discharge ordinance which we will be presenting to you shortly. Once adopted, this ordinance will help us accomplish some significant objectives:

1. To regulate the contribution of pollutants to the SMS4
2. To prohibit illicit connections and discharges to the SMS4
3. To establish legal authority to carry out all inspection, surveillance, monitoring and enforcement procedures necessary to ensure compliance

While the county grows, so does the need for a reevaluation of staffing and resources. The stormwater/engineering group has been called upon to provide services in many areas outside of our regulated mandated purpose. Many citizens, county staff, and the development community contact us daily requesting services. While we are happy to assist it sometimes stretches our capacities. These additional responsibilities and the expanded SMS4 area were not reflected in our original budget submission. Citizens demands seem to be increasing as many of our service are residents are accustomed to a high level of service from the municipalities they left to join us.

The workload of the two inspector positions has become far more challenging than anticipated. In addition to the high volume of sites to be inspected and reported upon, we have the added task of changing the mindset of a development community who, in the past, have not been held accountable for sediment and erosion control measures in Lancaster County. Establishing working relationships and compliance education has proved to be a time consuming endeavor. With that in mind, we feel it is now necessary to add an additional inspector position to our staff.

Upon interviewing and evaluating two strong candidates for the inspector position, it became apparent that each possess strengths in different areas which would benefit our department greatly. One candidate has a geology degree and soil science experience which will be an asset to our group concerning sediment properties. The other candidate has experience in geographic information systems, GIS, water chemistry, and planning. Both candidates exhibit talents which could prove very useful to fulfill our mandate of NPDES compliance. We have a unique opportunity to add talent which may not be available if we wait until next budget cycle to adjust budgets.

The Stormwater Management department closed out FY 2018 well under our projected budget. Since we are a newly created department, we do not have the benefit of a historical record to use as a basis for developing a more concise prediction of expenditures. For this reason, we are respectfully requesting that Stormwater Management be allowed some flexibility in reallocating some funds into our staff line item in the budget until we can more accurately estimate future budgets. Working with a dedicated stormwater fee, the fund will only increase as development of the Charlotte urbanized area continues to expand. We are literally building a brand new department which includes interpreting local, state, and federal regulations and developing our own program to meet compliance with the mandated Small Municipal Separate Storm Sewer System, SMS4 program. The revenue stream for the Stormwater Management department will increase as development increases in the panhandle. It grew by \$11% or \$113,760 this fiscal year. These increases, reduced outsourced work, and reduced start up costs will allow significant funding to be directed to Capital Improvement Projects, CIPs in the future.

Staff efforts could generally be grouped by specific MCMs in relation to implementation of Lancaster County's SMS4 permit.

- Community outreach position is primarily focused on the first two Minimum Control Measures MCMs;
 - 1. *Public Education and Outreach,*
 - 2. *Public Participation and Involvement.*
- The inspector positions are primarily focused on satisfying MCMs:
 - 3. *Illicit Discharge Detection and Elimination and*
 - 4. *Construction Site Runoff Control.*
 - 5. *Post construction site runoff control*
- The engineering position is primarily focused on implementation of MCMs
 - 5. *Post-Construction Site Runoff and*
 - 6. *Pollution Prevention and Good House Keeping.*
- Management will act as an environmental resource and is responsible for implementation of all SMS4 program aspects.
- Administrative assistant will support all team members in our successful implementation of the Lancaster County permit.

All positions will be involved in some aspect of all MCMs and have a willingness to wear many hats as we build this program. The combined efforts of this team will be focused on improving the quality of life for Lancaster County residents by improving water quality.

Position at \$42,000 partial year, \$50,000 for full year

\$ 359,450.00	\$ 409,500.00
\$ 1,500.00	\$ 5,000.00
\$ 27,615.00	\$ 31,700.00
\$ 52,555.00	\$ 60,330.00
\$ 44,510.00	\$ 53,790.00
\$ 20,390.00	\$ 23,665.00
\$ 6,000.00	\$ 15,000.00
\$ 7,000.00	\$ 10,000.00
\$ 6,000.00	\$ 6,000.00
\$ 10,000.00	\$ 15,000.00
\$ 25,000.00	\$ 65,000.00
\$ 7,500.00	\$ 7,500.00
\$ 24,860.00	\$ 24,860.00
\$ 1,500.00	\$ 3,500.00
\$ 3,500.00	\$ 8,000.00
\$ 3,000.00	\$ 3,000.00
\$ 240,485.00	\$ 225,000.00
\$ 3,000.00	\$ 3,000.00
\$ 294,585.00	\$ 183,605.00
\$ -	\$ 20,000.00
\$ 3,000.00	\$ 3,000.00
	\$ -
<u>\$1,141,450.00</u>	<u>\$ 1,176,450.00</u>

specific training for multiple staff

start up equipment
1 Additional vehicle

5 vehicles
5 vehicles

TV inspection of utilities, etc.

\$ 35,000.00
\$ 1,141,450.00

19-7-203-500-00 Wages Salaries Full Time (7 FTEs)
 19-7-203-500-05 Salaries Overtime (5 FTEs)
 19-7-203-510-00 Fica Employers Contrib. (7 FTEs)
 19-7-203-510-05 SC Ret Employers Contrib. (7 FTEs)
 19-7-203-510-15 Health/Life Ins. 7 FTEs
 19-7-203-510-25 Workers Comp (7 FTEs)
 19-7-203-530-00 Travel, Training, Dues (7 FTEs)
 19-7-203-540-00 Supplies General
 19-7-203-541-00 Supplies Postage
 19-7-203-551-00 Equipment General
 19-7-203-560-00 Equipment Capitalized
 19-7-203-571-00 Utilities - Telephone
 19-7-203-581-00 Rent - Building
 19-7-203-590-00 Maintenance - Vehicles
 19-7-203-590-05 Gasoline
 19-7-203-593-00 Maintenance Service Agreement
 19-7-203-600-00 Contractual Services
 19-7-203-605-00 CS Printing
 19-7-203-690-00 Special Projects
 19-7-203-700-00 Outreach Projects
 19-7-203-750-00 Lease Copiers
 19-7-203-961-00 Fund Balance Appropriated

Stormwater Subtotal FY 2019
Fund Balance
 roll over from FY2018 to balance

Agenda Item Summary

Ordinance # / Resolution#:	Information Item
Contact Person / Sponsor:	Barry Faile
Department:	Sheriff
Date Requested to be on Agenda:	October 8, 2018

Issue for Consideration:

Acceptance of DUI Enforcement Grant.

Points to Consider:

Council was previously made aware of the submittal of this grant application. The grant funds one deputy and equipment for the purpose of Impaired Driving Enforcement.

This is a 100% grant so no formal action is needed by County Council.

Funding and Liability Factors:

Grant funding in the amount of \$92,101 has been awarded. There is no local match.

Council Options:

N/A as this is a 100% grant.

Staff Recommendation:

N/A – no action is needed but we did want to make sure that Council was informed of this grant.

Committee Recommendation:

N/A as this is a 100% grant.

SOUTH CAROLINA DEPARTMENT OF PUBLIC SAFETY
OFFICE OF HIGHWAY SAFETY AND JUSTICE PROGRAMS
P. O. BOX 1993
BLYTHEWOOD, SOUTH CAROLINA 29016

GRANT AWARD

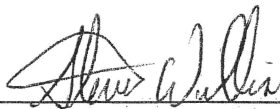
Subgrantee: Lancaster County
Grant Title: Impaired Driving Enforcement
Grant Period: 10/1/2018 - 9/30/2019 Date of Award: October 1, 2018
Amount of Award: \$92,101 Grant No.: M4HVE-2019-HS-49-19

In accordance with the provisions of the Highway Safety Act of 1966, 72 Stat. 885, as amended, CFDA No. 20.616, and on the basis of the application for a grant award submitted to the Office of Highway Safety and Justice Programs, the S. C. Department of Public Safety hereby awards to the foregoing Subgrantee, a grant in the amount shown above for the projects specified in the application and within the purposes and categories authorized for the Highway Safety grants.

This grant is subject to conditions set forth within the application and must begin implementation within 90 days following the award date or be subject to automatic cancellation of the grant. Evidence of implementation must be detailed in the first progress report.

The grant shall become effective as of the date of the award, contingent upon the return of the original of this form to the Office of Highway Safety and Justice Programs, signed by the Subgrantee in the space provided below. This award must be accepted within 30 days, and such progress and other reports required by the S. C. Department of Public Safety must be submitted to the Office of Highway Safety and Justice Programs in accordance with regulations.

ACCEPTANCE FOR THE SUBGRANTEE



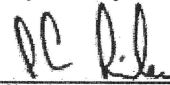
Signature of Official Authorized to Sign

Steve Willis

ACCEPTANCE FOR THE SFA



LaToya Grate, Highway Safety Program Administrator
Office of Highway Safety and Justice Programs



Phil Riley, Director

Office of Highway Safety and Justice Programs

GRANT AWARD DATA: THIS AWARD IS SUBJECT TO SPECIAL CONDITIONS ATTACHED AND
UPDATED TERMS AND CONDITIONS ATTACHED.

Agenda Item Summary

Ordinance # / Resolution#:

Contact Person / Sponsor: Sheriff Barry Faile

Department: Sheriff's Office – Request for CSI equipment and high security storage

Date Requested to be on Agenda: Next Available

Issue for Consideration: Sheriff Faile would like to request equipment and high security storage for evidence in the Crime Scene building located at 1528 Pageland Highway.

- 1) Fisher Scientific TruNarc Handheld Analyzer
- 2) PurAir Basic Ductless Fume Hood
- 3) High Security Storage solution in the current evidence building and additional security features

Points to Consider: The TruNarc handheld analyzer will allow our deputies to identify drugs almost instantly in the field. The deputies will not need to handle drugs, which could be lethal. The unit will deliver real-time results and provide scan results with date and time stamps. This among other reasons makes this a valuable tool for our deputies to have access to.

The PurAir Basic Ductless Fume Hood will protect the user and the area the user works from harmful vapors as marijuana is analyzed.

The security piece of this will include a storage cage/area and other security features.

- The security storage cage quoted by Business Systems of SC will be a wirecrafters fence, come card reader ready and with 2 keyed locks. Cage will stand at 8'.
- The other security options have been quoted by Lancaster County IT.

Funding and Liability Factors:

Requesting funding for the equipment referenced above at the following costs:

- TruNarc Handheld Analyzer, \$80,297.55 as provided in quote dated 8/13/2018 from Fisher Scientific (SC State Contract) – includes 3 analyzers and the Solution Kits (3 of items 800-01043-01 and 810-01462-01);
- PurAir Basic Ductless Fume Hood, \$2,830 for the hoods; \$840.00 for the filter; up to \$922.00 in options, as provided in quote COR-002, dated 7/31/2018.
- High Security Storage Case, \$15,080.68, includes fencing, kit, shipping and install, as shown in quote 7099.
- Additional security features to cover the storage project, \$5,004.52

Total estimated project (quotes provided): \$91,402.75

****Costs subject to change, as the total is based on current pricing***

Council Options: Sheriff Faile is requesting consideration of funding the ductless fume hood, the narcotics analyzer and the high security storage for evidence.

Recommendation: N/A

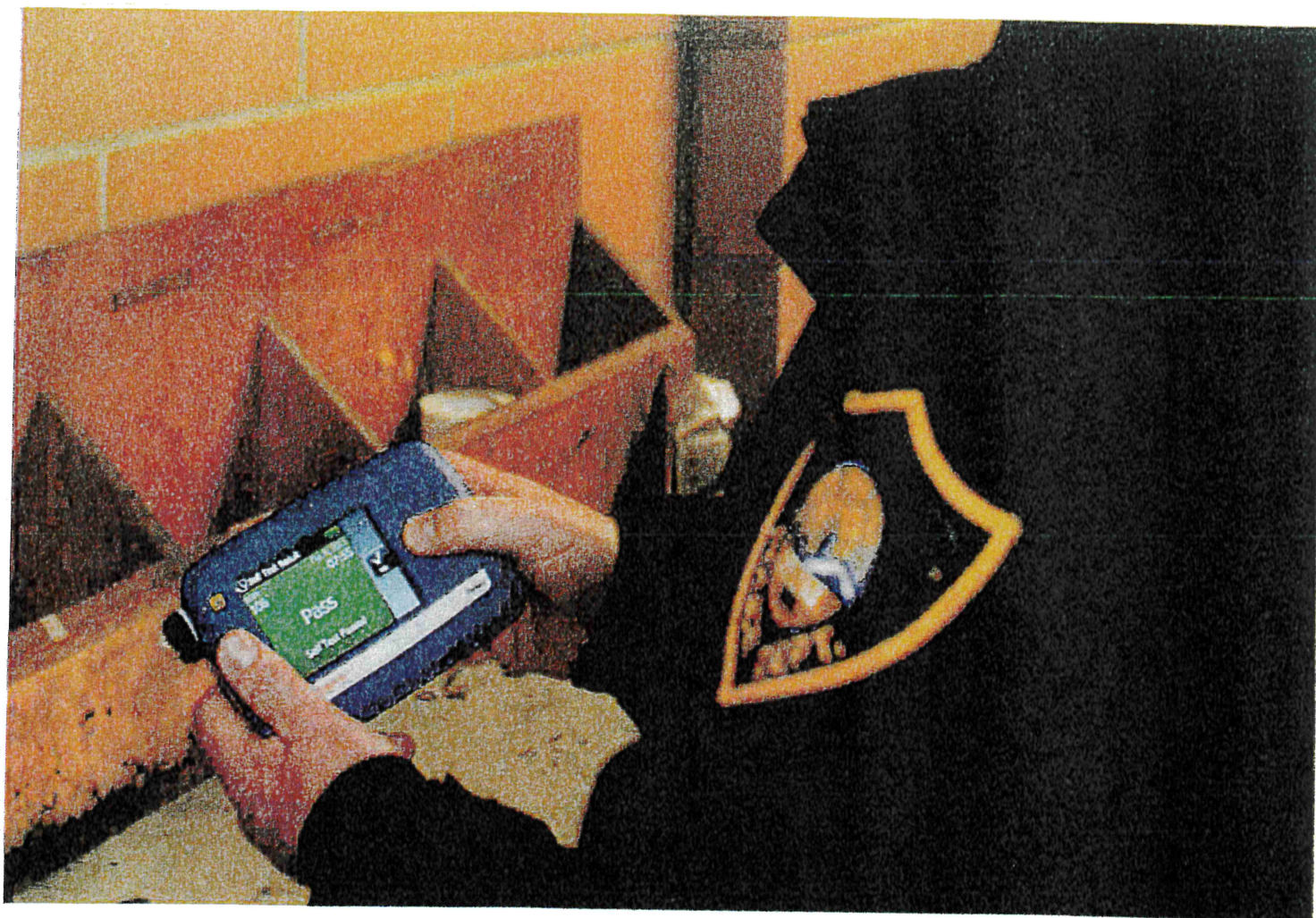
thermoscientific



Thermo Scientific TruNarc Handheld Narcotics Analyzer

Field-based presumptive narcotics, precursor and cutting agent testing





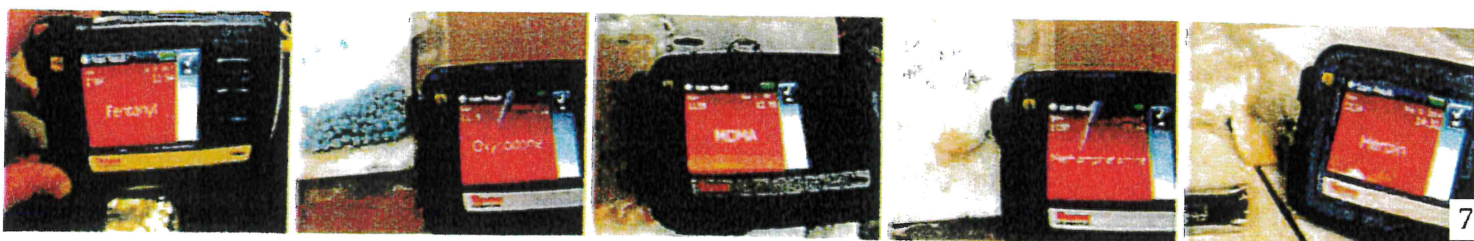
TruNarc Helps Keep Officers Safe

The use of illicit narcotics and opioids continues to skyrocket. Emerging lethal drugs like fentanyl and carfentanil threaten public safety.

To save lives and protect law enforcement officers, banned substances need to be identified quickly, safely and accurately.

The Thermo Scientific™ TruNarc™ Analyzer rapidly identifies drugs and can reduce the backlog of cases at crime labs while decreasing costs. This leads to quicker case resolution and helps drug offenders access treatment faster.

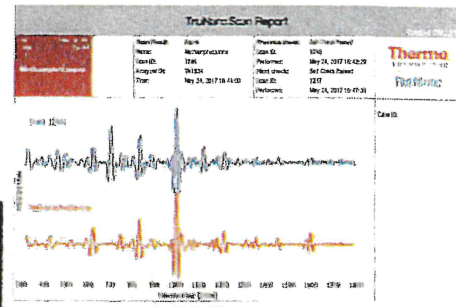
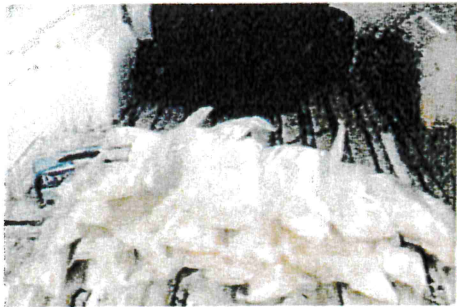
saves time and money



The TruNarc Handheld Narcotics Analyzer

- Tests for over 400 substances, including narcotics, stimulants, depressants, hallucinogens and analgesics
- Library regularly updated to include emerging drug threats
- Requires no direct contact with most substances
- Delivers clear, real-time results for presumptive evidence
- Provides automated, tamper-proof records with scan results, including time-and-date stamps to help expedite prosecution

limits direct contact



Helping law enforcement



TruNarc: Efficient, Economical, Safe

Agencies across the United States who deploy TruNarc are seeing immediate benefits:

- Even little known substances can be identified almost instantly in the field
- The need for Law Enforcement Officers to handle potentially lethal narcotics is greatly reduced
- Valuable lab time is freed up for higher priority cases
- Reduced demand for lab testing delivers significant cost savings



stay ahead of the curve: safe,

TruNarc Success Stories

Massachusetts, USA: Little-known Drugs Identified Quickly

- TruNarc immediately identified an unknown sample as Alpha-PVP ("Flakka") a synthetic cathinone
- Official state-wide alert about new drug issued next day

Etowah County, Alabama: Reduced Court Wait Times

- *"We're definitely seeing a benefit because of TruNarc. We're able to take cases to the grand jury where before we didn't have a toxicology report. Now, a defendant doesn't have to wait for his day in court. It's been a godsend."*

– Etowah County

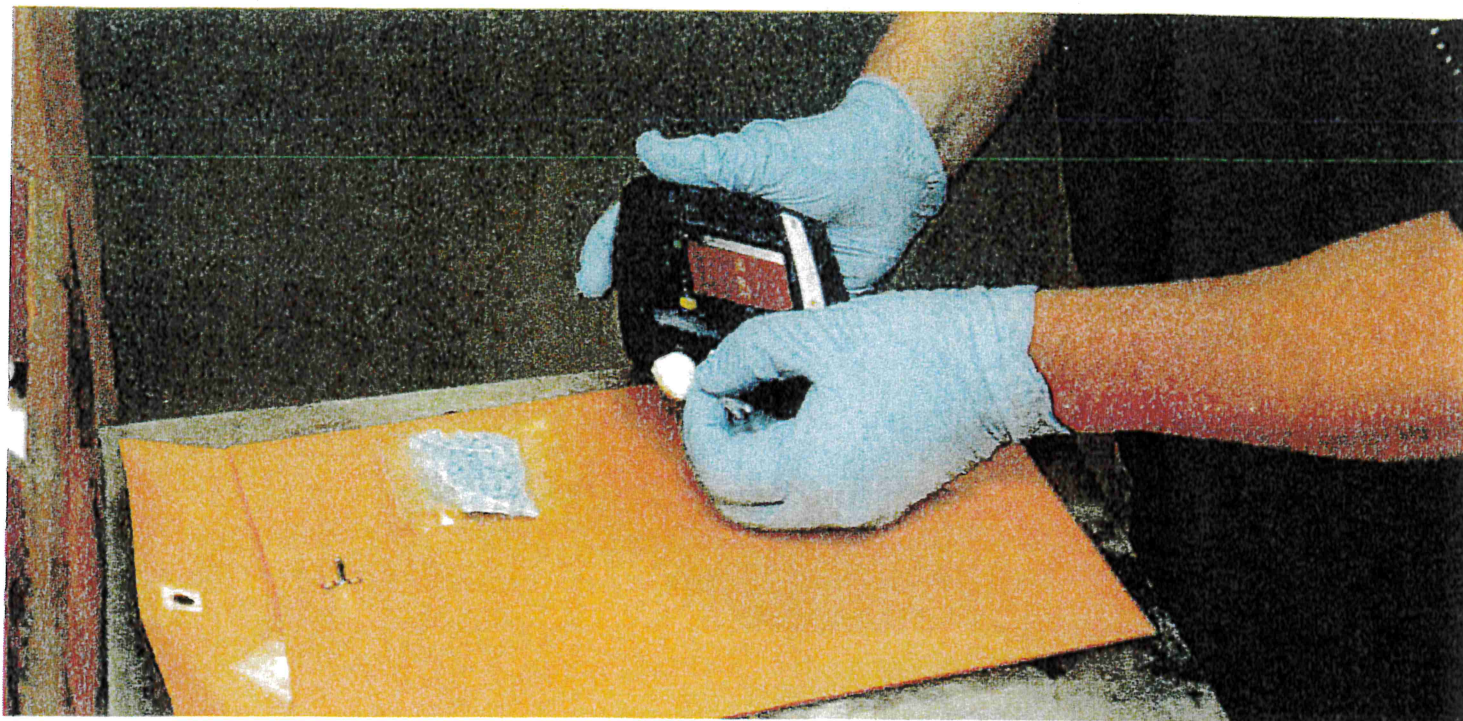
Charles County, Maryland: Improved Protection for Law Enforcement Officers

- Using TruNarc, officers quickly identified fentanyl (a potent opioid absorbed by touch, potentially causing overdose or death) in heroin seizure.
- *"The safety of our officers is one of our top priorities, and this technology will allow us to safely identify controlled dangerous substances quickly and accurately without having to wait on lab results."*

– Charles County



precise narcotics identification



TruNarc: A more accurate and reliable presumptive test

Specifications	Description
Weight	1.25 lb (.570 kg)
Size	6.4 x 4.1 x 2.0 in. (16.26 x 10.41 x 5.10 cm)
Library	Controlled substances, cutting agents and precursors
Configurations	Unlimited or Pay-Per-Scan
Data export formats	CSV, SPC, PDF
Battery	Rechargeable internal 3.7V battery pack (10 hrs.); DC wall adapter, 5V DC, 1.5A; optional car charger
Operating temperature	14° F to 122° F (-10° C to +50° C)
Language configurations	English, Chinese, Japanese, Polish, Russian, Spanish
Computer administration	TruNarc Admin software connected via microUSB to USB
Reachback support	Spectral analysis by staff chemists available
Validation	Third party test results available on request

To learn more about the TruNarc or schedule a demo,
please visit us on line at: thermofisher.com/trunarc



RedXDefense

Chris Ellis, VP Sales

407-247-9321, cellis@redxdefense.com

301-279-7970, Rebecca O'Connor

Date:

Authorized Person/Title:

Shipping Address:

Phone number:

Email:

Billing Contact:

Billing Address:

Phone number:

Email:

		Qty	Total
XCAT Explosives, Narcotics, & GSR Detection System (includes charger and 1 year warranty)	\$2,100.00		
Sampling cards (box of 10, 2 year shelf life):		# boxes	Total
NTR-300: Nitrates and Nitramines	\$39.50		
NTA-400: Nitroaromatics	\$39.50		
PER-700: Peroxides	\$50.00		
DRG-100: Narcotics	\$30.00		
GSR-600: Gunshot Residue	\$50.00		
P-800038: Pelican Case	\$210.00		
X-SWABC-1: Cleaning Swabs (package of 10)	\$16.00		
PP-800043: GSR card transport trays (50 trays)	\$37.50		
Support Plan	\$210.00		
Extended Warranty (additional one year)	\$210.00		

Box of 10

Box of 10

Box of 10

Box of 10

Box of 10

Total Invoice amount (payable in 30 days):

*credit cards accepted.

RedX Authorized Signature:

Authorized Customer Signature:

PRODUCT SPECIFICATIONS

TruNarc handheld narcotics analyzer

Field-based, presumptive testing of suspected narcotics, precursors and cutting agents.

Rapid narcotics ID

The Thermo Scientific™ TruNarc™ analyzer is a handheld Raman system for rapid identification of suspected narcotics without direct contact for most samples. A single test for multiple controlled substances provides law enforcement with clear, definitive results for presumptive identification.

Lightweight and easy to use, the TruNarc device delivers fast and accurate narcotics analysis anywhere it's needed.

TruNarc easily identifies narcotics, stimulants, depressants, hallucinogens and analgesics using lab-proven Raman spectroscopy. The instrument is able to analyze key drugs of abuse as well as common cutting agents and precursors. To ensure that law enforcement personnel stay ahead of the curve, TruNarc identifies such emerging threats as dibutylone, fentanyl, furanyl fentanyl, U-47700 and W-18.



Key benefits

Fast, accurate identification — Get test results in seconds, based on lab-proven Raman spectroscopy.

Easy to use — Achieve proficiency with an intuitive menu-driven interface that enables fast training.

Single test, multiple narcotics — Conduct a single, presumptive analysis to determine if a narcotic is present, saving time and money.

Non-contact sampling — Scan directly through plastic or glass to minimize contamination, reduce exposure and preserve evidence.

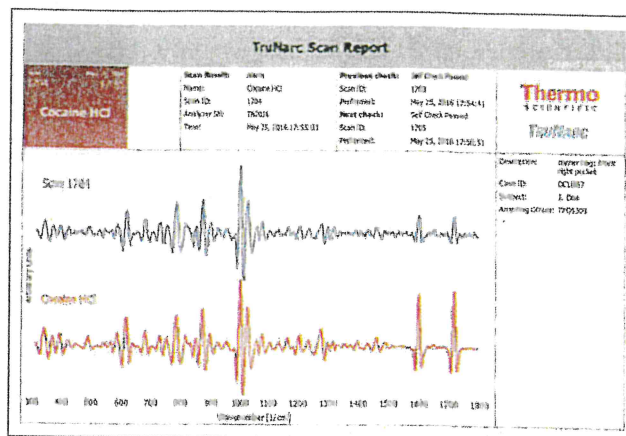
Automated, tamper-proof records — Capture all scan results, including time-and-date stamp and system self-check to help expedite prosecution.

Once a substance is analyzed, full results are automatically stored for reporting and evidence. Rapid results combined with automated reports can streamline the path to prosecution, reducing administrative burden and dramatically impacting the time and expense of drug-related arrests.



The power of the lab in the palm of your hand

With the TruNarc instrument, the accuracy and reliability of a narcotics lab are available anywhere you go. Raman is the same underlying technology as that in the Thermo Scientific® FirstDefender™ product line, which is in active use globally by military personnel, hazmat teams, bomb squads, and other first responders tasked with unknown chemical identification. The TruNarc analyzer is designed for presumptive testing of narcotics.



Thermo Scientific TruNarc	
Specifications	
Weight	1.25 lb (.570 kg)
Size	6.4 x 4.1 x 2.0 in. (16.26 x 10.41 x 5.10 cm)
Library	Controlled substances, cutting agents and precursors
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Language configurations	English, Chinese, Japanese, Polish, Russian, Spanish
Computer administration	TruNarc Admin software connected via microUSB to USB
Reachback support	Spectral analysis by staff chemists available
Validation	Third party test results available on request

In the Americas:
1-978-642-1132

In Europe, Middle East, Africa:
49-89-3681-380

In Asia Pacific:
852-2885-4613

Find out more at thermofisher.com/trunarc
Email: sales.chemid@thermofisher.com

ThermoFisher
SCIENTIFIC

Type H kit for TruNarc

Solution kit enhances real-world ability of field-based analyzer

Key Words

Narcotics, fentanyl, heroin, Raman spectroscopy, fluorescence, field testing

Introduction

Many common controlled substances are easily identified with the Thermo Scientific™ TruNarc™ analyzer, using point-and-shoot analysis. Some substances, however, exhibit fluorescence or are present in very low concentrations. These target samples can present a challenge for Raman spectroscopy, requiring an additional step to ensure successful analysis.

Many of the most common controlled substances, such as cocaine and methamphetamine, are highly amenable to Raman spectroscopy and present few analysis challenges. The TruNarc analyzer has been successfully deployed for presumptive analysis of these and other suspected narcotics worldwide.

However, a phenomenon known as fluorescence can mask the Raman spectrometry signal of some narcotics, much like glare from sunlight can mask the subject in a photo from a camera. Fluorescence can hinder data collection of some narcotics, such as street heroin and sprayed synthetic cannabinoids.



In addition, the target chemical in suspected narcotics may not be present in high enough concentration for conventional Raman spectroscopy to identify it. For instance, the active components in some prescription drugs are in a very low concentration, making identification a challenge.

To overcome these challenges – yet maximize the benefits of a handheld Raman analyzer – we have developed a Solution Kit (Type H) that enhances the Raman signal of the target substance while decreasing any nuisance fluorescence.

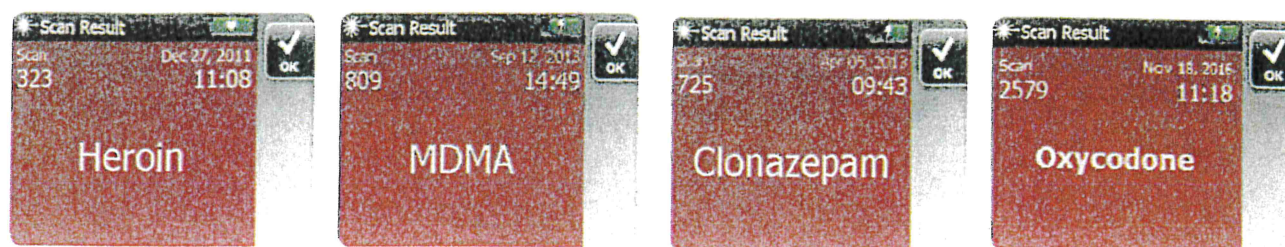


Figure 1. A selection of "Alarm" screens when using the Type H kit

Recommendations for Type H kit use

Initially, TruNarc users should scan a sample using point-and-shoot mode. If this approach leads to an "Inconclusive" or "Clear" result and a specific narcotic is believed to be present, the operator should apply the Type H kit. The kit could be used to help identify these items:

- 2C (Phenethylamines – 2C-B, 2C-E, 2C-I)
- Cocaine HCl
- Fentanyl[^]
- Furanyl fentanyl
- Heroin
- Methamphetamine[^]

- NBOMe (25B-NBOMe, 25C-NBOMe, 25I-NBOMe)
- Synthetic cannabinoids (sprayed onto leaf materials)
- Tablets, including:
 - Alprazolam
 - Buprenorphine[#]
 - Clonazepam
 - Diazepam
 - Hydromorphone
 - Lorazepam
 - MDMA
 - Oxycodone^{*}
 - Oxymorphone

[#] Both tablets and strips are identifiable using the Type H Kit

^{*} Low dose Oxycodone tablets require use of the Type H kit. The more common higher concentration pills – 30mg and above – are typically identifiable using direct point-and-shoot analysis

[^] The analyzer display screen shows a combined result for these substances.

How to use the Type H kit

The Type H test kit is made up of two elements: a test stick and a test vial. The vial contains 1ml of ethanol that is used to dissolve a small amount of the sample. The test stick is used first to scoop the material from the sample or a piece of tablet and transfer it to the vial.

The stick contains a metal substrate at the base of the scoop. After the chemical(s) are dissolved in the ethanol, the test stick is submerged into the vial, coating the metal substrate with the solution. The test stick is then removed, allowed to dry, positioned against the TruNarc analyzer, and scanned. See Figure 2.

This method has been shown to increase the spectrum strength and reduce the amount of fluorescence for certain samples.

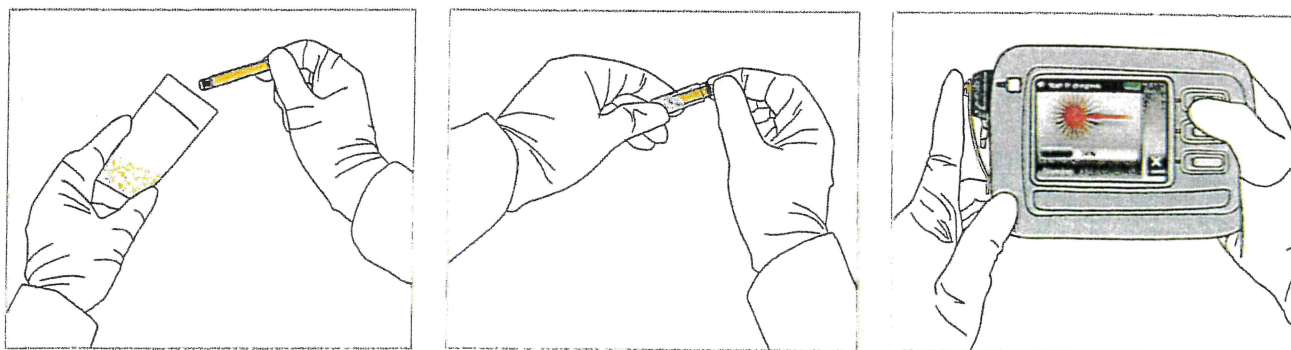


Figure 2. Process for analysis using a TruNarc Type H kit

Science behind the Type H kit

The roughened metal surface on the Type H test stick has two primary attributes. First, the surface quenches the fluorescence, the phenomenon that may prevent analysis of the bulk material. Second, the surface enhances the Raman signal of the molecules adsorbed onto the surface of the roughened metal, which allows analysis of very small amounts of material.

When the TruNarc analyzer is used to measure the Type H stick, the laser light is focused onto the metal surface. As with point-and-shoot analysis, the spectrometer measures the unique spectral fingerprint of the molecules, and then compares the data collected with the on-board TruNarc library.

It should be noted that the spectra obtained on the test stick are different from those of a conventional Raman spectrum. To enable these new applications using the Type H Kit, Thermo Fisher Scientific scientists create a library item for each unique chemical using certified laboratory standards.

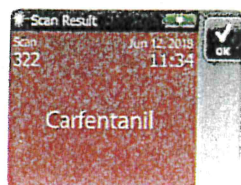
Summary

The Type H test kit further enhances the real-world utility of the TruNarc analyzer, enabling users to screen for specific narcotics that are fluorescent and/or at low concentration. A key enhancement is the ability to use the TruNarc analyzer to screen for such emerging synthetic opioids as fentanyl, furanyl fentanyl, heroin and methamphetamine. Several low dose tablets are also identifiable using the Type H test kit in conjunction with the TruNarc analyzer for presumptive narcotics identification.



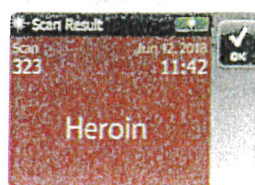
TruNarc Substance Library: Display Names

Alarm



1. 1,4-Dibenzylpiperazine (DBZP)	50. 4-Chloroisobutyl fentanyl	111. Acrylfentanyl	173. EAM-2201 (cannabinoid)	234. Methcathinone
2. 25B-NBOMe	51. 4-Chloromethcathinone (4-CMC)	112. ADB-FUBINACA (cannabinoid)	174. Ethcathinone	235. Methedrone (cathinone)
3. 25C-NBOMe	52. 4-Chloro-N-isopropylcathinone	113. ADB-PINACA (cannabinoid)	175. Ethylone (bk-MDEA) (cathinone)	236. Methoxetamine (MXE)
4. 25D-NBOMe	53. 4-Chloropentedrone (cathinone)	114. AH-7921	176. Ethylone (cathinone)	237. Methoxyphenidine (MXP)
5. 25E-NBOMe	54. 4-Ethylethcathinone	115. AKB48 (APINACA) (cannabinoid)	177. Ethylphenidate	238. Methoxyacetylfentanyl
6. 25I-NBOMe	55. 4-Ethylmethcathinone	116. Alfentanil	178. Etizolam	239. Methylone (cathinone)
7. 25N-NBOMe	56. 4-Fluoro amphetamine	117. alpha-Methyl acetylfentanyl	179. Eutylone (bk-EDDB) (cathinone)	240. Methylphenidate
8. 25P-NBOMe	57. 4-Fluoro cyclopropyl fentanyl	118. alpha-Methyltryptamine (AMT)	180. FDU-PB-22 (cannabinoid)	241. Mexedrone (cathinone)
9. 25T4-NBOMe	58. 4-Fluoro methamphetamine	119. alpha-PVP (cathinone)	181. Fenethylone	242. MN-18 (cannabinoid)
10. 25T7-NBOMe	59. 4-Fluoro methoxyacetyl fentanyl	120. Alprazolam	182. Fentanyl	243. MN-24 (NNE) (cannabinoid)
11. 2-AI (Aminoinidan)	60. 4-Fluoro PVB	121. AM1220 (cannabinoid)	183. Flubromazepam	244. MN-25 (cannabinoid)
12. 2C-B (phenethylamine)	61. 4-Fluoro-alpha-PVP	122. AM-1235 (cannabinoid)	184. Flubromazolam	245. Morphine
13. 2C-C (phenethylamine)	62. 4-Fluorobuphedrone (cathinone)	123. AM-1241 (cannabinoid)	185. Flunitrazepam	246. MPHP (cathinone)
14. 2C-D (phenethylamine)	63. 4-Fluorobutyl fentanyl	124. AM1248 (cannabinoid)	186. Fluoxetine	247. N,N-Diethylpentylone (cathinone)
15. 2C-E (phenethylamine)	64. 4-Fluorofentanyl	125. AM-2201 (cannabinoid)	187. FUB-AMB (cannabinoid)	248. Naphyrone (cathinone)
16. 2C-H (phenethylamine)	65. 4-Fluoroisobutylfentanyl (FIBF)	126. AM-2233 (cannabinoid)	188. FUB-JWH-018 (cannabinoid)	249. N-Ethylbuphedrone (cathinone)
17. 2C-I (phenethylamine)	66. 4-Fluoromethcathinone (4-FMC)	127. AM-630 (cannabinoid)	189. FUB-PB-22 (cannabinoid)	250. N-Ethylorketamine
18. 2C-N (phenethylamine)	67. 4-Fluoropentedrone (cathinone)	128. AM-694 (cannabinoid)	190. Furanyl fentanyl	251. N-Ethylpentylone (cathinone)
19. 2C-P (phenethylamine)	68. 4-MeO-alpha-PVP	129. Amphetamine	191. Gabapentin	252. Nimetazepam
20. 2C-T-2 (phenethylamine)	69. 4-MeO-DMT	130. APICA (cannabinoid)	192. GBL	253. Nitracaine
21. 2C-T-7 (phenethylamine)	70. 4-MeO-PCP	131. APP-CHMINACA (cannabinoid)	193. GHB	254. NPB-22 (cannabinoid)
22. 2-Chloromethcathinone (2-CMC)	71. 4-Methoxy PVB	132. APP-PICA (cannabinoid)	194. Heroin	255. NRG-3 (cathinone)
23. 2-Ethylmethcathinone (2-EMC)	72. 4-Methoxyacetyl fentanyl	133. BB-22 (cannabinoid)	195. HU-210 (cannabinoid)	256. Ocfentanil
24. 2-Fluorofentanyl	73. 4-Methyl acetylfentanyl	134. Benzodioxole fentanyl	196. HU-211 (cannabinoid)	257. Oxazepam
25. 2-Fluoromethamphetamine	74. 4-Methyl furanyl fentanyl	135. tk-21-B	197. Hydromorphone	258. Oxycodone
26. 2-MAPB	75. 4-Methylaminorex	136. Biomo-dragonFLY (phenethylamine)	198. beta-Hydroxythiofentanyl	259. Oxymorphone
27. 2-Methyl furanyl fentanyl	76. 4-Methylbuphedrone (cathinone)	137. Buphedrone (cathinone)	199. Isobutyl fentanyl	260. PB-22 (cannabinoid)
28. 2-Methylmethcathinone (2-MMC)	77. 4-Methylethcathinone (4-MEC)	138. Buprenorphine	200. JWH-015 (cannabinoid)	261. PCP
29. 3,4-Dichloromethylphenidate	78. 4-Methylpentedrone (cathinone)	139. Butalbital	201. JWH-018 (cannabinoid)	262. Pentedrone (cathinone)
30. 3,4-Dimethoxymethcathinone	79. 5-APB	140. Butylone (cathinone)	202. JWH-019 (cannabinoid)	263. Pentylone (cathinone)
31. 3-Bromoamphetamine	80. 5-APDB	141. Butyl fentanyl	203. JWH-020 (cannabinoid)	264. Phenazepam
32. 3-Bromomethcathinone (3-BMC)	81. 5-Chloro AB-PINACA (cannabinoid)	142. BZP	204. JWH-073 (cannabinoid)	265. Phenamine
33. 3-Chloroethcathinone (3-CEC)	82. 5-DBFPV	143. Carfentanyl	205. JWH-081 (cannabinoid)	266. Phenyl fentanyl
34. 3-Chloromethcathinone (3-CMC)	83. 5-EAPB	144. Carisoprodol	206. JWH-122 (cannabinoid)	267. PMA
35. 3-Ethylmethcathinone (3-EMC)	84. 5-Fluoro ABICA (cannabinoid)	145. Cathinone	207. JWH-182 (cannabinoid)	268. PMEA
36. 3-Fluoro amphetamine	85. 5-Fluoro AB-PINACA (cannabinoid)	146. Chloro amphetamine	208. JWH-200 (cannabinoid)	269. PMMA
37. 3-Fluoro methoxyacetyl fentanyl	86. 5-Fluoro ADBICA (cannabinoid)	147. Clonazepam	209. JWH-203 (cannabinoid)	270. Pravadolone
38. 3-Fluorofentanyl	87. 5-Fluoro AKB48 (cannabinoid)	148. Clonazepam	210. JWH-210 (cannabinoid)	271. PX-1 (cannabinoid)
39. 3-Fluoromethcathinone (3-FMC)	88. 5-Fluoro AMB (cannabinoid)	149. Cocaine	211. JWH-250 (cannabinoid)	272. PX-2 (cannabinoid)
40. 3-Fluorophenmetrazine	89. 5-Fluoro MN-18 (cannabinoid)	150. Cocaine base	212. JWH-412 (cannabinoid)	273. RCS-4 (cannabinoid)
41. 3-MeO-PCP	90. 5-Fluoro NNE (cannabinoid)	151. Cocaine HCl	213. Ketamine	274. RCS-8 (cannabinoid)
42. 3-Methoxymethcathinone (3-MMC)	91. 5-Fluoro NPB-22 (cannabinoid)	152. Curkene	214. Lisdexamfetamine	275. Remifentanyl
43. 3-Methylmethcathinone (3-MMC)	92. 5-Fluoro PB-22 (cannabinoid)	153. CP-47 497 (cannabinoid)	215. MAB-CHMINACA (cannabinoid)	276. SRS-135
44. 4-APDB	93. 5-Fluoro SDB-006 (cannabinoid)	154. CUMYL-THPINACA (cannabinoid)	216. MAM-2201 (cannabinoid)	277. Sufentanil
45. 4-Bromomethcathinone (4-BMC)	94. 5-IAI	155. Cyclobenzaprine	217. mCPP	278. t-BOC MDMA
46. 4-Bromomethcathinone (4-BMC)	95. 5-IT	156. Cyclobutyl fentanyl	218. MDA	279. t-BOC Methamphetamine
47. 4-Chloro 2,5-DMA	96. 5-MAPB	157. Cyclohexyl fentanyl	219. MDAL	280. Temazepam
48. 4-Chloroethcathinone	97. 5-MeO-DALT	158. Cyclopentyl fentanyl	220. MDEA	281. Tetrahydrofuran fentanyl
49. 4-Chlorofentanyl	98. 5-MeO-DIPT	159. Cyclopropyl fentanyl	221. MDMA	282. TFMP
	99. 5-Methoxy DIPT	160. Deschloroketamine	222. MDMA-CHMICA (cannabinoid)	283. THJ-2201 (cannabinoid)
	100. 6-APDB	161. Dextromethorphan (DXM)	223. MDMA-FUBINACA (cannabinoid)	284. Tramadol
	101. 6-Bromo-MDMA	162. Diazepam	224. MDPBP (cathinone)	285. Tihexyphenidyl (THP)
	102. 6-Chloro-MDMA	163. Dibutylone (bk-DMBOG) (cathinone)	225. MDPHP (cathinone)	286. U-47700
	103. 6-EAPB	164. Diclazepam	226. MOPPP (cathinone)	287. UR-144 (cannabinoid)
	104. 7-APDB	165. Diethylcathinone	227. MOPV (cathinone)	288. UR-141 analog (cannabinoid)
	105. A-834/35 (cannabinoid)	166. Dimethyl cathinone	228. Mechedrone (cathinone)	289. Valeryl fentanyl
	106. AB-001 (cannabinoid)	167. Dimethyl methcathinone	229. Meghetramine (MTTA)	290. W-18
	107. AB-CHMINACA (cannabinoid)	168. Dimethylaminorex (DMAF)	230. Mescaline-NBOMe	291. XLR 11 (cannabinoid)
	108. AB-FUBINACA (cannabinoid)	169. Dimethylone (bk-MDDMA) (cathinone)	231. Methadone	292. XLR-11 N-(4-pentyl)
	109. AB-PINACA (cannabinoid)	170. Dimethyltryptamine (DMT)	232. Methamphetamine	293. Zolpidem
	110. Acetyl fentanyl	171. Diphenidine	233. Methaqualone	
		172. Diphenylprolinol (D2PM)		

Type H Alarm



- | | | | |
|--------------------------|------------------------|----------------------|----------------------------|
| 1. 25B-NBOMe | 7. Alprazolam | 13. Flubromazepam | 19. Oxycodone* |
| 2. 25C-NBOMe | 8. Buprenorphine*# | 14. Heroin | 20. Oxymorphone* |
| 3. 25I-NBOMe | 9. Clonazepam* | 15. Hydromorphone* | 21. Synthetic Cannabinoid+ |
| 4. 2C-B (phenethylamine) | 10. Cocaine | 16. Lorazepam* | |
| 5. 2C-E (phenethylamine) | 11. Diazepam | 17. Methamphetamine† | |
| 6. 2C-I (phenethylamine) | 12. Fentanyl Compound† | 18. MDMA* | |

Notes:

* Some low dose pills require a Type H Kit for identification.

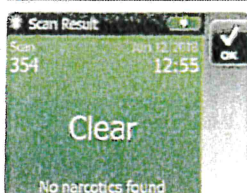
Buprenorphine both tablet and strip

+ A "Synthetic Cannabinoid" screen result encompasses the individual cannabinoids listed above.

† Fentanyl Compound includes fentanyl and fentanyl analogs.

† Combined result

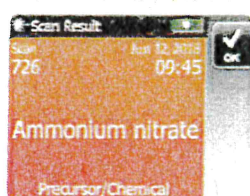
Clear



1. 2-Ethylamino-1-phenylbutane
2. Anilipyrine
3. Atropine
4. Baby powder
5. Baking soda
6. Benzocaine
7. Boric acid
8. Brucine

- | | | | |
|--------------------------------|-------------------------------|-----------------------------|--------------------------------|
| 9. Caffeine | 27. Ethyl benzoate | 45. Magnesium sulfate | 63. Polyethylene glycol |
| 10. Calcium carbonate | 28. Fructose | 46. Maltose | 64. Polyethylene terephthalate |
| 11. Calcium stearate | 29. Glucose | 47. Mannitol | 65. Polypropylene |
| 12. Calcium sulfate | 30. Glutamine | 48. Methyl salicylate | 66. Polyvinyl chloride |
| 13. Cellulose | 31. Griseofulvin | 49. Methylhexanamine (DMAA) | 67. Procaine |
| 14. Chloroquine | 32. Guafenesin | 50. Minoxidil | 68. Propylphenazone |
| 15. Citric acid | 33. Gypsum | 51. Naloxone | 69. Quinine |
| 16. Confectioner's sugar | 34. High density polyethylene | 52. Naproxen | 70. Saccharin |
| 17. Corn starch | 35. Hydroxyzine | 53. Nicotinamide | 71. Silicon dioxide |
| 18. Creatine | 36. Inositol | 54. Nicotine | 72. Sodium sulfate |
| 19. Dextrose | 37. Isopropyl benzylamine | 55. Nicotinic acid | 73. Sorbitol |
| 20. Diltiazem | 38. Lactose | 56. N-Methyl-phenethylamine | 74. Sucrose |
| 21. Dimethyl aminoantipyrine | 39. Levamisole (Tetramisole) | 57. Noscapine | 75. Sugar |
| 22. Dimethyl sulfone | 40. Lidocaine | 58. Papaverine | 76. Tetracaine |
| 23. Diphenhydramine (Benadryl) | 41. Lorazepam | 59. Phenacetin | 77. Theophylline |
| 24. Dipyrone | 42. Low density polyethylene | 60. Piracetam | 78. Titanium oxide |
| 25. Epsom salt | 43. Magnesium citrate | 61. Plaster of Paris | 79. Vitamin C |
| 26. Ethanol | 44. Magnesium stearate | 62. Polypropylene glycol | |

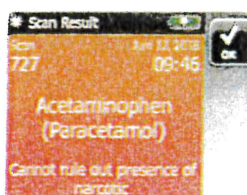
Precursor/Chemical



1. 1,4-Butanediol
2. 1-Phenethyl-4-piperidone (NPP)
3. Acetic acid
4. Acetic anhydride
5. Acetone
6. Acetyl bromide
7. Acetyl chloride

- | | | | |
|---|----------------------------------|--|----------------------------------|
| 8. Ammonium chloride | 24. Chloropseudoephedrine | 41. Methyl ethyl ketone (MEK) | 57. Potential Explosive Material |
| 9. Ammonium nitrate | 25. Cyclohexane | 42. Methylamine HCl | 58. Propyl acetate |
| 10. Ammonium sulfate | 26. Cyclohexanone | 43. N-Methylephedrine | 59. Pseudoephedrine |
| 11. Anthranilic acid | 27. Despropionyl fentanyl (ANPP) | 44. Norephedrine | 60. Red phosphorus |
| 12. APAA | 28. Dichloromethane | 45. Palladium chloride | 61. Saffron |
| 13. APAAN | 29. Diethyl ether | 46. Phenethylamine | 62. Sodium acetate |
| 14. Barium sulfate | 30. Dihydroisafrole | 47. Phenyl-2-propanone (P2P, BMK) | 63. Sodium carbonate |
| 15. Benzoic acid | 31. Dimethylacetamide | 48. Phenylacetic acid | 64. Sulfuric acid |
| 16. BMK ethyl glycidate | 32. Ethyl acetate | 49. Phenylisopropene | 65. T-BOC Pseudoephedrine |
| 17. BMK Glycidic acid | 33. H-Phe-Cyclohexylamide | 50. Phosphoric acid | 66. Toluene |
| 18. BMK Glycidic acid (sodium salt) | 34. Hydroxylamine | 51. Piperidine | 67. White Fuel (camping) |
| 19. BMK methyl glycidate | 35. Hydroxylamine | 52. Piperonal | 68. Xylene |
| 20. Bromobenzene | 36. Hypophosphorous acid | 53. Piperonyl methyl ketone (PMK, MDP2P) | |
| 21. Chloroephedrine/Chloropseudoephedrine | 37. Isopropanol | 54. PMK (MDP2P) methyl glycidate | |
| 22. Chloroform | 38. Isosafrole | 55. PMK Glycidic acid (sodium salt) | |
| 23. Chlorophenyl cyclopentyl ketone | 39. Lead acetate | 56. Potassium permanganate | |
| | 40. Methanol | | |

Warning



1. Acetaminophen (Paracetamol)
2. Aspirin
3. Ephedrine
4. Ibuprofen

Note: These substances have a strong Raman signal which can mask certain narcotics. Additional testing via an alternate method is recommended.

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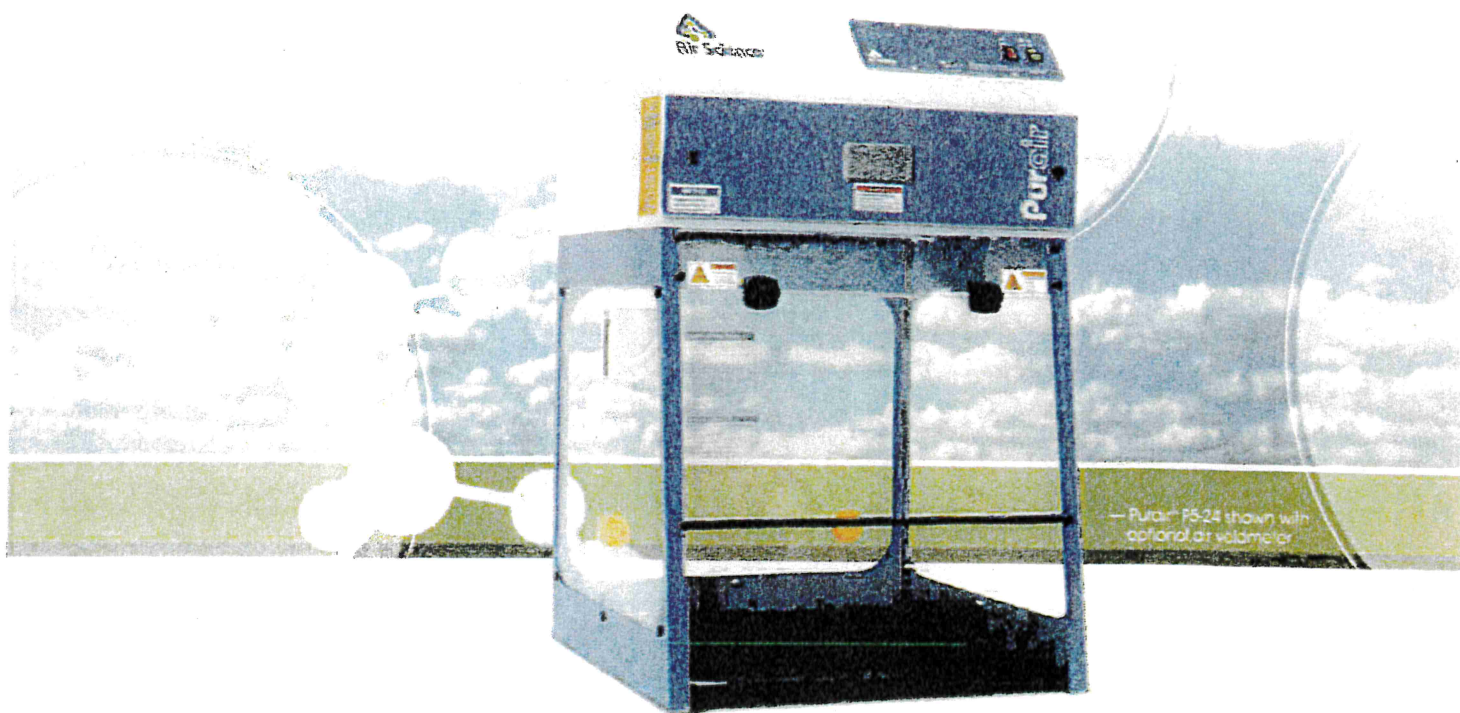
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for General Applications
With a wide selection of materials
and accessories available



JUMP TO:

- Features and Callouts (p.3)
- Controller Options (p.4)
- Airflow and Multiplex Filtration Technology (p.5)
- Specifications (p.6)
- Options and Accessories (p.7)

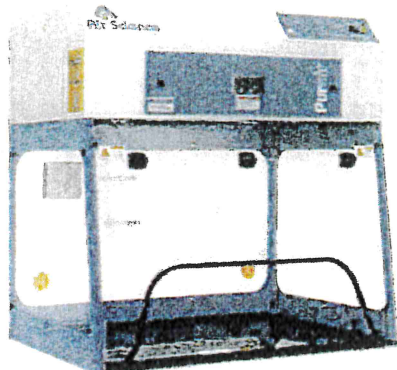


APPLICATIONS

- Compounding
- Enclosing balances, microscopes, and robotic equipment
- Forensics
- Histology
- Educational
- Microscopy
- Mobile and classroom demonstrations
- Pharmaceutical
- Powder fingerprinting
- Powder weighing
- Sample prep work
- Soldering
- Solvent cleaning and welding
- Veterinary and dental work

INTRODUCTION

The Purair Basic ductless fume hoods are a series of high efficiency products designed to protect the user and the environment from hazardous vapors generated on the work surface. At the heart of the Purair fume hood product line is the innovative Air Science Multiplex Filtration Technology that creates a safe work environment over the widest range of applications in the industry.



Pur

Ductless Fume Hoods

- Protects the operator from fume and particle hazards.
- Easy to change filters.
- Improved filter clamping eliminates by-pass leakage.
- Low airflow alarm.

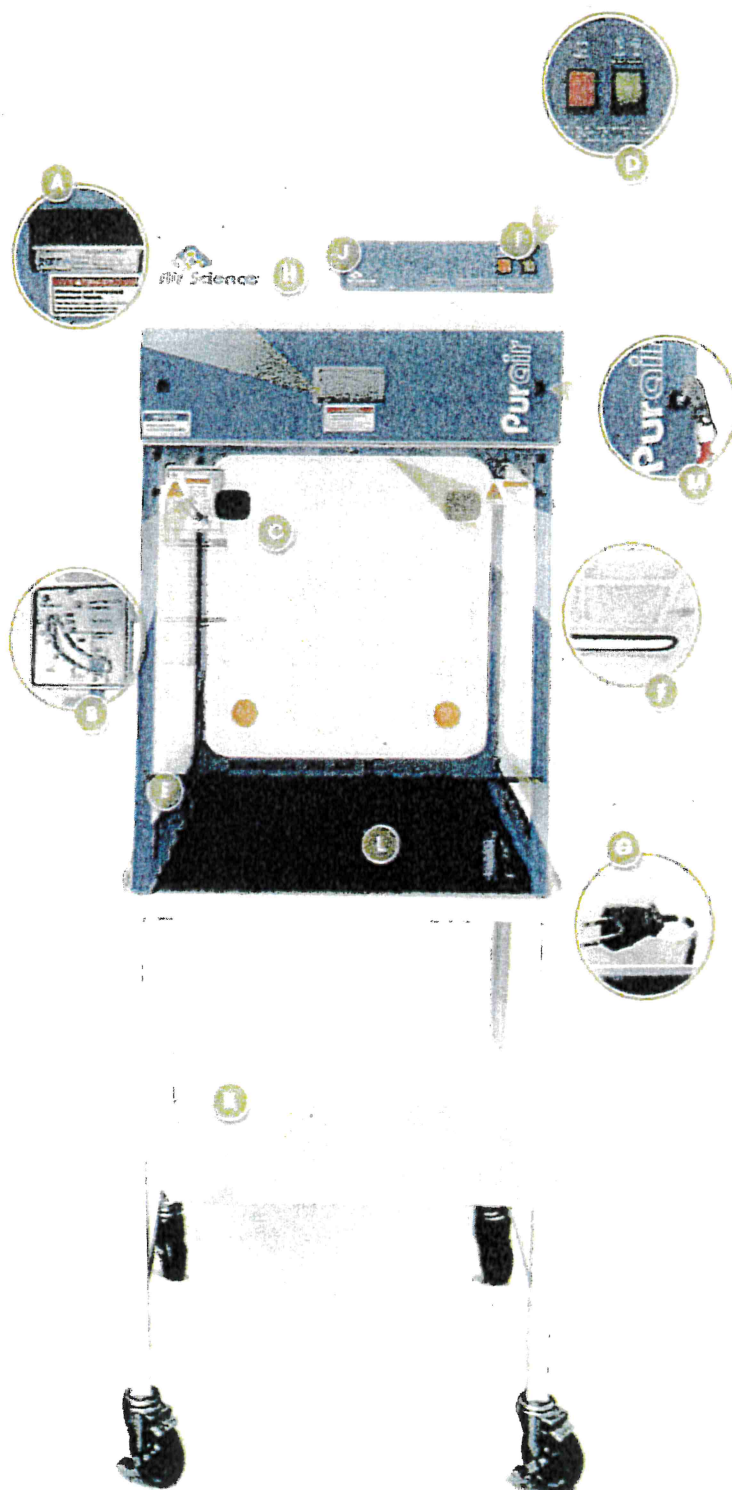
Purair P5-36, shown with optional Filter Saturation Alarm (FSA) and air velometer.



DUCTLESS TECHNOLOGY: The Eco-friendly Choice

Advanced carbon filtration technology offers a safe, high performance alternative to conventional ducted fume hoods for a broad range of applications.

- **Environmental Benefits.** Air Science ductless fume hoods isolate and trap chemical vapors to prevent ecological impact through release into the environment.
- **Versatile.** Each filtration system is selected for its specific application. The Multiplex Filter broadens the range of applications. Carbon filters are available in more than 14 configurations for use with vapors or organic solvents, acids, mercury and formaldehyde. HEPA/ULPA filters can add to biological safety.
- **Easy to Install.** The ductless fume hood is self-contained and does not require venting to the outside. Many units are portable and may be moved from one location to the next with minimal down-time and without filter changes. Set-up, operation and filter maintenance are straightforward.
- **Energy Efficient.** Because filtered air is returned to the room, no demands are required of the facility HVAC capacity for make-up air.
- **Cost Effective.** Facility ductwork, HVAC and construction costs are eliminated.
- **Safe to Use.** Cabinet airflow and face velocity protect users from incidental exposures to fumes.
- **Self testing.** (selected models) Electronic airflow monitoring assures continuous safety. An electronic gas sensor monitors carbon filter performance.



PRODUCT FEATURES:

- A. Filter I.D. Window:** A strategically placed front cover window shows the installed filter part number and installation date for convenience and to encourage timely filter replacement.
- B. Air Velometer:** (Optional) An analog air velocity meter in the field of vision of the user.
- C. Hinged Front Sash:** When closed, the cabinet sash protects the contents from inadvertent external contact, and better isolates the air within. The sash is easy to open and close.
- D. Control Panel:** Electronic controls and displays include switches for the blower and low airflow alarm.
- E. Steel Support Frame:** The chemical resistant epoxy coated steel frame adds mechanical strength. Optional all polypropylene construction is available if desired; see Accessories.
- F. Electrostatic Pre-Filter:** The 99.5% effective electrostatic pre-filter is accessible from inside the chamber to contain the release of any particulates that it traps. The pre-filter can be changed while the unit is operating to prevent operator exposure to chemical vapors.
- G. Pass Through Ports:** Electrical cords and cables are safely routed into the cabinet through ports on the back and side walls.
- H. Color:** The cabinet is white with blue trim; side and back panels are clear.
- I. Airflow Alarm:** A continuous air velocity monitoring system alerts the operator upon unacceptable values.
- J. Internal Manual Speed Controller:** Authorized personnel may set the centrifugal fan motor speed as desired.
- K. Stand:** Optional mobile cart with locking casters.
- L. Work Surface:** The internal work surface can be fitted with an optional polypropylene tray; see Accessories.
- M. Filter Door Key:** Filter access keys prevent unauthorized removal or accidental exposure to dirty filters.

OTHER FEATURES:

360 Degree Visibility: Clear back and side panels allow ambient illumination into the chamber and provide users with an unobstructed view of its contents.

Standards Compliant: Performance specifications and construction meet or exceed OSHA, ANSI and relevant international standards to assure operator safety.

Construction: All models are available in either metal or polypropylene construction. See selection chart for specifications and dimensions. Specify metal or polypropylene when ordering. Available in 110V, 60Hz or 220V, 50Hz models.

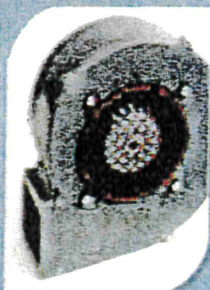
Steel Support Frame: The chemical resistant epoxy coated steel frame adds mechanical strength. Optional all polypropylene construction is available if desired.

Purair P5-24, shown with optional mobile cart and spill tray.

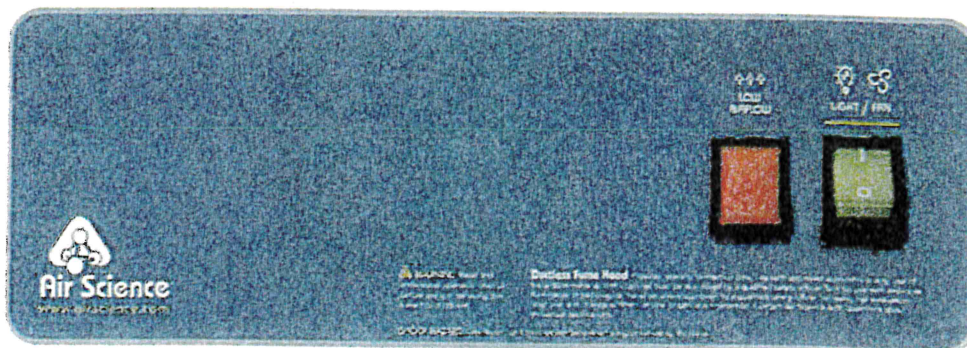
THE AIR SCIENCE PERFORMANCE ADVANTAGE

Each Air Science fume hood includes features expressed through sound design and certified quality construction. Options and accessories add functional performance to meet specific applications.

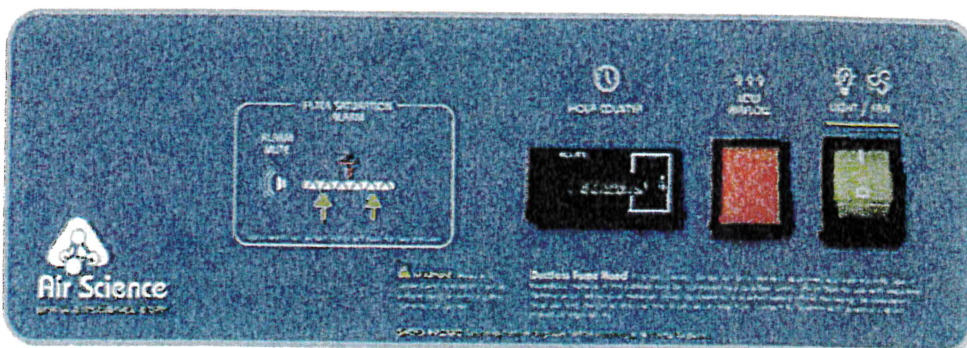
- **Professional Quality.** Air Science fume hoods comply with current technical and safety regulations.
- **Multiplex Filtration.** The Air Science Multiplex™ Filter offers a range of options for high performance.
- **Industrial Components.** The cabinet frame and work surfaces are durable and chemically resistant.
- **Reliability.** Internal systems are isolated from fumes, extending product life.



Air Science fume hoods use energy-efficient ebmpapst® brand centrifugal blowers for long life and dependable performance.



Basic control panel. Standard on Purair Basic Models. Includes On/Off switch and low airflow alarm.



Optional Advanced control panel with hour meter to aid in determining available filter life and Filter Saturation Alarm (FSA). The FSA adds an electronic gas sensor and emits audio and visual alerts when the main filter needs to be changed.

multiplex

AIR SCIENCE MULTIPLEX FILTRATION TECHNOLOGY

Multiplex Filtration consists of a pre-filter and main filter to create a combination of chemical and physical architecture customized to each application. The mechanical design enhances safety, convenience and overall value.

- The electrostatic pre-filter is accessible from within the cabinet.
- A filter clamping mechanism allows for the filter to be

easily installed and ensures an even seal at the filter peripheral face at all times to prevent bypass leakage.

- The filter chamber prevents contaminated air from contacting internal cabinet mechanisms.
- The main filter number and installation date are displayed in a front-access window.

The Air Science carbon filtration technique is based on enhanced, activated carbon particle formulations from specially selected, naturally occurring raw material superior to

wood or other organic sources. The carbon is treated to attain the proper porosity and aggregate surface area and to react with several ranges of aerosolized chemicals moved through the filter by an air handling blower.

- The multiplex option permits one or more filtration options to be combined to meet a wider range of multiple-use applications. Multiplexing permits configuration for the capture of acids, bases and particulates such as biological aerosols when paired with HEPA or ULPA filters.

- The Air Science carbon filter is a self-contained assembly sized to fit the specified product model number, and configured to optimize airflow across 100% of the filter surface area for maximum efficiency, prolonged filter life, optimal diffusion and saturation capacity, and user safety.

Air Science is the single source supplier for all pre-filters and carbon filters used in its products, plus those of many other manufacturers.

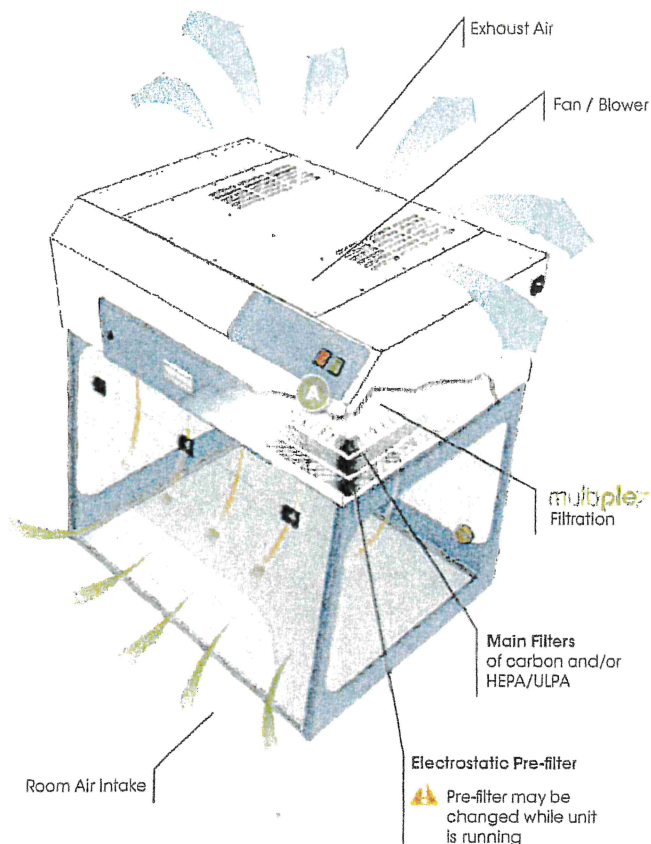
PURAIR BASIC FEATURES & BENEFITS

Purair Basic products are available in 3 standard sizes, each with 4 configuration options and metal or polypropylene construction, totaling 24 standard models.

- High capacity air handling system delivers face velocity of 100 FPM.
- A low airflow alarm warns of insufficient face velocity.
- The Air Science filter assembly is easy to access, easy to change.
- A unique filter clamping design eliminates bypass leakage outside the cabinet.
- Accessories include an optional filter saturation alarm.



PURAIR® AIRFLOW PATTERN



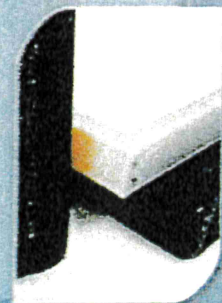
Purair P5-36, shown with Multiplex Filtration System.

The Purair Basic Series ductless fume hood maintains a constant face velocity of 100 FPM in compliance with USA and international standards for safety and performance. Contaminated air is pulled through the Multiplex filtration system where activated carbon adsorbs chemical vapors and/or particulates if HEPA/ULPA filters are used. Clean air is returned to the room.

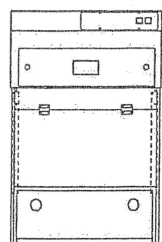
▲ The main filter is easy to replace, no tools required. The filter clamps tightly against the filter gasket to prevent filter bypass and maintain filter integrity.

MULTIPLY FILTRATION SYSTEM, SUMMARY

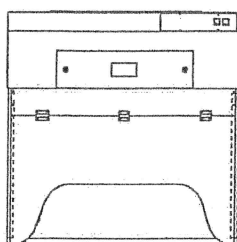
	Pre-Filter	Main Filter
Electrostatic	Protects the main filters from aerosols, mists, dust and particulates with filter efficiency superior to 95.5% down to 0.5 microns.	
	Standard	—
Activated Carbon	FILCO™ Sourced. A single carbon filter containing activated carbon granules chemically formulated to capture one or more specific vapors or family of vapors.	
Single: One type of activated carbon.	—	Specify
Stacked: Two or more single filters each with a different type of carbon.	—	Specify
HEPA/ULPA	A self-contained filter designed to physically capture particles larger than 0.3 microns (HEPA) or 0.12 microns (ULPA). When used with a HEPA/ULPA filter the ductless fume hood may be applied as a Class I Biological Safety Cabinet.	
	—	Specify



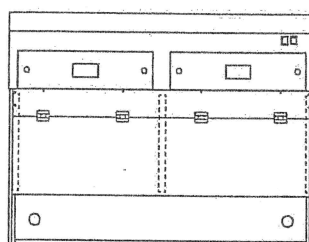
The Multiplex filter configuration permits a customized combination of filter media for a broad range of chemical families and biological agents if required. EFT Filtration Technology broadens the Air Science application for ductless fume hoods.



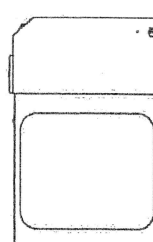
Purair® P5-24



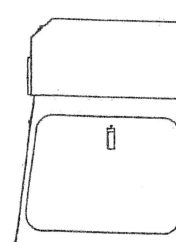
Purair® P5-36



Purair® P5-48



Side View



Side View

MODEL	DIMENSIONS			WEIGHT (lb./kg)	
	Internal Height	External (W x D x H)	Shipping (W x D x H)	Net	Ship
Standard Models					
P5-24	19" 484 mm	24" x 27" x 31" 610 x 676 x 781 mm	40" x 40" x 40" 1016 x 1016 x 1016 mm	68 / 31	125 / 57
P5-36	19" 484 mm	36" x 27" x 31" 914 x 676 x 781 mm	40" x 40" x 40" 1016 x 1016 x 1016 mm	95 / 43	152 / 69
P5-48	19" 484 mm	48" x 27" x 31" 1219 x 676 x 781 mm	45" x 55" x 40" 1143 x 1397 x 1016 mm	133 / 60	190 / 86
Models with Straight Legs (Reduced Depth)					
P5-24S	19" 484 mm	24" x 24" x 31" 610 x 610 x 781 mm	40" x 40" x 40" 1016 x 1016 x 1016 mm	65 / 29	110 / 50
P5-36S	19" 484 mm	36" x 24" x 31" 914 x 610 x 781 mm	40" x 40" x 40" 1016 x 1016 x 1016 mm	92 / 42	142 / 64
P5-48S	19" 484 mm	48" x 24" x 31" 1219 x 610 x 781 mm	45" x 55" x 40" 1143 x 1397 x 1016 mm	130 / 59	187 / 85
Standard Models with Extra Tall Legs					
P5-24-XT	23.6" 600 mm	24" x 27" x 35" 610 x 676 x 889 mm	40" x 40" x 40" 1016 x 1016 x 1016 mm	72 / 33	129 / 59
P5-36-XT	23.6" 600 mm	36" x 27" x 35" 914 x 676 x 889 mm	40" x 40" x 40" 1016 x 1016 x 1016 mm	99 / 45	157 / 71
P5-48-XT	23.6" 600 mm	48" x 27" x 35" 1219 x 676 x 889 mm	45" x 55" x 40" 1143 x 1397 x 1016 mm	138 / 63	195 / 88
Models with Extra Tall Straight Legs (Reduced Depth)					
P5-24-XTS	23.6" 600 mm	24" x 24" x 35" 610 x 610 x 889 mm	40" x 40" x 40" 1016 x 1016 x 1016 mm	72 / 33	129 / 59
P5-36-XTS	23.6" 600 mm	36" x 24" x 35" 914 x 610 x 889 mm	40" x 40" x 40" 1016 x 1016 x 1016 mm	99 / 45	157 / 71
P5-48-XTS	23.6" 600 mm	48" x 24" x 35" 1219 x 610 x 889 mm	45" x 55" x 40" 1143 x 1397 x 1016 mm	138 / 63	195 / 88

Specifications are subject to change without notice.

PRODUCT SPECIFICATIONS

Purair Model	P5-24 P5-24S P5-24-XT P5-24-XTS	P5-36 P5-36S P5-36-XT P5-36-XTS	P5-48 P5-48S P5-48-XT P5-48-XTS
Airflow CFM	135.9	206	281.25
Face Velocity FPM	100	100	100
Noise, dBA, 1 meter	< 50	< 50	< 53
Lighting	<... Compact fluorescent lamp, ...>		
Construction	<... White epoxy coated steel frame and head unit. Clear sides and back panel. ...>		
Blower	<... ebmpapst™ centrifugal fan, ...>		
Electrical	<... 120V, 60Hz or 220V, 50Hz voltages available. Specify when ordering. Other voltage options available. ...>		
Electrical Switches	<... Main On/Off ...>		
Monitoring	<... Low airflow alarm, standard. ...>		

Filter Specifications

Pre-Filter	Electrostatic, 1 lb / .45 kg (nominal)		
Main*	(1) 11 lbs / 5 kg	(1) 11 lbs / 5 kg	(2) 11 lbs / 5 kg

* Single stack; double stack doubles weight of all (i.e. 22, 22, 44).

OPTIONS & ACCESSORIES

Purair Model		P5-24 P5-24S P5-24-XT P5-24-XTS	P5-36 P5-36S P5-36-XT P5-36-XTS	P5-48 P5-48S P5-48-XT P5-48-XTS
Advanced Control Panel*	Includes On/Off switch, low airflow alarm, and hour meter to aid in determining available filter life. Panel also comes equipped with a Filter Saturation Alarm with an electronic gas sensor that emits audio and visual alerts when the main filter needs to be changed.	ADV-P	ADV-P	ADV-P
Spill Tray	Polypropylene spillage tray, available in white or black, slides out for easy cleaning.	TRAY-P5 TRAY-P5-S TRAY-P5 TRAY-P5-S	TRAY-P5-36 TRAY-P5-36-S TRAY-P5-36 TRAY-P5-36-S	TRAY-P5-48 TRAY-P5-48-S TRAY-P5-48 TRAY-P5-48-S
Dwyer Air Flow Meter	Continuous display of face velocity.	DWYER	DWYER	DWYER
Base Stand, Mobile, with Casters	Provides a lower storage shelf; accommodates wheelchair access. Locking casters fix the hood in place.	P5-CART	P15-CART	P20-CART
Base Cabinet, Fixed	Provides storage space below and a cup sink, swan neck faucet, and service fixtures.	P5-ENCB	P15-ENCB	P20-ENCB
ADA Compliance*	Provides wheelchair access and lowered remote controls.	<... All Purair Basic models are available in ADA compliant configurations. Contact Air Science for ordering information. ...>		
Polypropylene Construction*	Cabinets are available in all polypropylene construction. Contact Air Science for information.	P5-24-PP P5-24S-PP P5-24-XT-PP P5-24-XTS-PP	P5-36-PP P5-36S-PP P5-36-XT-PP P5-36-XTS-PP	P5-48-PP P5-48S-PP P5-48-XT-PP P5-48-XTS-PP
Duplex Electrical Outlet*	Two NEMA-1420R receptacles with ground fault interrupter. 110V service standard; international fixtures available.	AS-GFI	AS-GFI	AS-GFI
Service Valve*	Cabinets can be fitted with service fixtures such as petcocks, faucets or valves.	<... SF-X. Specify service fitting type (faucet, valve, petcock) and location when ordering. ...>		
Stainless Steel Hanging Rod*	Hanging rod spans the width of the cabinet.	HANGR-P5-24	HANGR-P5-36	HANGR-P5-48
Cup Sink, Mounts Into Tray*	Cup sink is fitted into the base tray.	SINK	SINK	SINK
UV lamp**	A UV lamp is available for overnight decontamination of interior surfaces. The UV kit includes a timer, door microswitch, fully closing front sash, and UV filtering clear polycarbonate panels. The UV operation must comply with local codes and facility safety practices.	UV-P5	UV-P15	UV-P20

* Factory installed; specify when ordering.

** Includes timer, door microswitch, fully closing front sash and all clear polycarbonate panels (UV filtering). Safety precautions need to be followed.

STANDARDS & COMPLIANCE

Quality Management Systems	ISO 9001
Chemical Fume Containment	ANSI/ASHRAE 110 1995
Carbon Filter Efficiency	BS 7989-2001 AFNOR NFX 15-211
Biological Safety Filter Efficiency HEPA and ULPA	IEST-RP-CC-0034.2 IEST-RP-CC007.1 IEST-RP-CC001-4 EN 1822
Electrical Safety	UL-C-61616A CE Mark ROHS Exempt under EEE Category 9
Product Design	ANSI Z 9.5-2003 ANSI Z 9.7-1998
OSHA, Occupational Safety and Health Administration	OSHA Standard -29 CFR, Safety and Health Regulations for General Industry, 1910.1450: Occupational exposure to hazardous chemicals in laboratories, Part 8, definition, laboratory type hood. All Air Science products meet this definition.
Environment	ISO 14001 Energy Star Partner

FILTER SUMMARY

Formula	Description
GP Plus!	The most widely used filter in the range, primarily for solvent, organic, and alcohol removal.
ACI Plus!	Neutralizes volatile inorganic acid vapors.
ACR	Iodine and methyl iodide vapors. It is frequently used for iodination reactions with low level radioactive iodine.
ACM	Mercury vapor.
AMM	Removes vapors from dilute ammonia solutions and to remove low molecular weight amines.
SUL	Designed to remove hydrogen sulfide and low molecular weight mercaptans.
CYN	Removal of hydrogen cyanide. Many cyanide compounds will evolve HCN gas if acidified, so this filter is normally specified if working with any cyanide compound.
FOR	Designed to oxidize formaldehyde and glutaraldehyde fumes. It is widely used in hospital pathology laboratories.
ETH	Diethyl ether is adsorbed on activated carbon, but because of its low boiling point, local heat adsorption can reduce the capacity of the filter. Special impregnation allows a chemical reaction which increases the filter capacity.
HEPA/UPLA	Powders and particulates.



Fisher Scientific
 821 McKelvey Rd.
 Pelzer, SC 29669
 Phone - 864-386-1141
 william.thomas@thermofisher.com



Fisher Scientific

Part of Thermo Fisher Scientific

PRICE QUOTATION

DATE: 8/13/2018		Account Number: TBD		PO#	
CUSTOMER NAME: Lancaster County Sheriff				CALLER: Lt. Christy Rogers	
ADDRESS: 1520 Pageland Hwy				PHONE: 803-313-2136	
CITY, STATE, ZIP CODE: Lancaster, SC 29720				ATTENTION:	
ESTIMATED SHIPPING DATE(S)					
ITEM NO.	QTY	PART NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED AMOUNT
1	1	800-01043-01	TruNarc, Unlimited, Warranty - 3 Yr, Train-12 TruNarc Unlimited Model with 3 years of warranty. Includes factory repair, loaner units when available and 24/7 technical support. Companion PC TruNarc admin software, unlimited access to TruNarc eLearning course and free basic software updates to core narcotics library are provided for the life of the instrument. Includes TruNarc on-site instructor led training for up to 12 students within the Continental United States (CONUS) - expires 9 months after date of purchase.	\$ 26,282.20	\$ 26,282.20
2	1	800-01013-01	TruNarc, Unlimited, Warranty - 3 Yr TruNarc Unlimited Model with 3 years of warranty. Includes factory repair, loaner units when available and 24/7 technical support. Companion PC TruNarc admin software, unlimited access to TruNarc eLearning course and free basic software updates to core narcotics library are provided for the life of the instrument.	\$ 24,229.90	\$ 24,229.90
3	3	810-01462-01	TruNarc Solution Kit (Type H) - 100, English TruNarc Solution Kit (Type H) for identification of Heroin and other special narcotics. Kit includes 100 Test Sticks and 100 Solution Vials with Ethanol. Note that because of the Ethanol, this product ships as a Hazardous Goods shipment.	\$ 483.65	\$ 1,450.95
SC State Contract# 4400012768					
				SUBTOTAL:	\$ 51,963.05
				TAX:	TBD
				FREIGHT:	\$ -
				TOTAL:	\$ 51,963.05
Special Conditions/Comments:					
Please have PO emailed to William.Thomas@thermofisher.com					
FOB: Destination					
TERMS: Net 30 Days					
Offer expires in 30 days					
Representative: Will Thomas					

QUOTATION

July 31, 2018
Quote # COR-002



QUANTITY DESCRIPTION

UNIT PRICE (USD)

- 1 PURAIR BASIC DUCTLESS FUME HOODS:**
Low airflow alarm, 100 f/m face velocity, self securing hinged door panels, whisper quiet brushless and sparkless centrifugal fan, clear acrylic side panels for 360° viewing, patented "Easy-Clamp" that totally eliminates any by-pass leakage, FILTRETE electrostatic pre-filter, light weight and completely portable, 110-130VAC 60HZ

P5-48XT (48"W x 27"D x 35"H): \$2,830

*External dimensions shown; 24" depth versions also available (add 'S' to end of model#)

RECOMMENDED FILTER SELECTION (PURAIR P5-24, P5-36 require one. P5-48 requires two same type, also filters can be stacked to handle multiple applications)

- 1 ACI Plus! 11 lb. Main carbon filter (for acids) \$ 200 x2 = \$400
1 HEPA filter (for particulates) \$ 220 x2 = \$440

Note: Over 14 different types of activated carbon filter media are available. These formulas can be customized or layered into a configuration to best suit your specific application. For assistance, contact a Sales Representative at 1-800-306-0656

OPTIONAL EQUIPMENT:

OPTION	PURAIR P5-48
GPR chemical resistant spillage tray	\$168
Heavy duty steel cart with lockable casters	\$695
DWYER™ Continuous Airflow Display	\$59
Integral fluorescent lighting-(\$175 value)	No charge
Cable slip ports- Qty 2 rear wall-(\$95 value)	No charge
Fan Speed Controller- (\$125 value)	No charge

Best Price Guarantee - *Your pricing won't get any better than this!*

Looking for the best price for your laboratory equipment? This is the place. We guarantee the best pricing... and it's easy. If you get a lower quote for a similar product with comparable features from any other major competitor, simply email us the details to get that price, plus an additional 10% off! See our Best Price Guarantee terms and conditions for more information.

STANDARD TERMS & CONDITIONS

- SHIPPING:** F.O.B. Fort Myers, FL. Items are shipped LTL freight and charges are prepaid and added to the invoice. Dock-to-dock only, Lift gate truck and inside delivery extra fees apply.
- WARRANTY:** Please visit www.airscience.com/warranty for details.
- TERMS:** Prices do not include taxes, duties or other fees. Offer valid 30 days from issuance. Please visit www.airscience.com/terms-and-conditions for full details. It is the responsibility of the customer to ensure this product complies with all relevant standards and local safety codes.

PO Box 62296 • Fort Myers • Florida • 33907 • Tel 800-306-0656 • Fax 800-306-0677
Tax ID# 54-2089015; GSA Contract # GS-07F5832P
www.airscience.com



BUSINESS SYSTEMS



of SOUTH CAROLINA

7276 Peppermill Pkwy.
N. Charleston, SC 29418
(843) 552-7211
(843) 552-7631 Fax

Price Quotation

DATE	ESTIMATE NO.
10/2/2018	7099

NAME / ADDRESS				
Lancaster County Sheriff's Department P.O. Box 908 Lancaster, SC		REP	PROJECT	REQUIRED BY
		E Cox	Fencing	Christine Rogers
QTY	DESCRIPTION	SIZE/CAT#	UNIT	TOTAL
1	Wirecrafters Fence To Include: - Shipping - Drawing/Layout attached - Model 840 Wire Mesh - Card Reader Ready, Electric Strike, 2 Keyed Locks (Takes two people to open door) - Height 8' - Field cut around column		10,471.00	10,471.00T
1	Conversion Kit for Addon Starter		700.00	700.00T
	Shipping		200.00	200.00T
	Installation - Actual Hours will be billed.		2,800.00	2,800.00
	8% Sales Tax (2482)		8.00%	909.68
THANK YOU FOR THE OPPORTUNITY TO QUOTE			TOTAL	\$15,080.68

This quotation is made for immediate acceptance and is subject to change without notice. Custom forms presupposes your acceptance of overruns or underruns not exceeding 10% of quantity ordered. All electrical hardwiring will be customer's responsibility. Credit Cards are welcomed. Freight F.O.B Origin

SIGNATURE _____



ESTIMATE

Lancaster County IT Department
101 North Main Street
Lancaster, South Carolina, 29720
USA

Estimate Number: 1116

Estimate Date: Oct 1, 2018

Bill To:
Sheriff's Office - CSI
Account #: 1033
Attention: Christy Rogers

Billing Address:
1520 Pageland Hwy
Lancaster, SC, 29720
USA

Phone: 803-313-2136
Email: crogers@lacoso.net
PO Number: 013887

Shipping Address:
(Same as above)

Description	Item No.	Qty	Unit	Unit Price	Amount
DVR - 16-Channel, 1080p, 2TB HDD -H.265 video compression -24/7 security grade hard drive -Dual stream video for bandwidth conservation		1	item	\$644.99	\$644.99
Additional camera - 1080p HD, bullet -Night vision, low-light -Anti-glare, split glass -Indoor-outdoor, vandal resistant		1	item	\$44.95	\$44.95
18-Channel CCTV Power Supply -12V DC, 18 port regulated power -Max 10 Amp. total -LED indicators & PTC output protection		1	item	\$54.99	\$54.99
Additional motion sensor + installation		1	service	\$1,000.00	\$1,000.00
Card reader + installation		1	service	\$3,200.00	\$3,200.00
Subtotal:					\$4,944.93
Tax:					\$59.59
Balance Due:					\$5,004.52 (USD)

Payment Terms

Note: This document is not a contract or a bill, only an estimate of the parts and materials described above. Industry prices fluctuate on a daily basis; if there is a significant increase in the cost of an item or should additional parts and materials be required, you will be informed prior to proceeding with the purchase.

If you have any questions, please contact the IT department:

—(803) 416-9448
—support@lancastercountysc.net

Agenda Item Summary

Ordinance # / Resolution#: Unassigned
 Contact Person / Sponsor: Steve Willis
 Department: Finance
 Date Requested to be on Agenda: Administration Committee 10/11

Issue for Consideration:

Amending the Fiscal Year 2018-2019 Budget

Points to Consider:

Below are the proposed amendments:

Item	Budget	Notes
School Resource Officers	Personnel: \$344,590 Equipment: \$61,455	The school district added funding for the additional officers, but we were unaware during our budget of their final decision, therefore personnel costs will be added but offset by their reimbursement; Council agreed to fund equipment for these positions at the August 27, 2018 meeting from fund balance.
Barnette Renovations	\$1,000,000	Need to replace roof immediately (possible insurance reimbursement); in addition there are some HVAC issues and funding is needed to begin designing and renovating to get DHEC into the building; this will be a multi-year, multi-phase project.
Evolve Software	\$110,000	All growth management departments
Audio and video upgrade for Chambers	\$26,800	Issues with the sound system during meetings have increased since the budget passed; creates a liability if staff cannot record.

Funding and Liability Factors:

This will amend the current budget

Council Options:

Whether or not to amend the FY2018-2019 budget.

Recommendation:

Approve.