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LANCASTER SC

STATE OF SOUTH CAROLINA)

ORDINANCE NO. 2019-1628

COUNTY OF LANCASTER)

AN ORDINANCE

TO AUTHORIZE AND APPROVE THE EXECUTION AND DELIVERY OF A FIRST AMENDMENT TO FEE AGREEMENT BY AND AMONG LANCASTER COUNTY, SOUTH CAROLINA, RV-IMAGITAS, LLC AND LANCASTER REAL ESTATE GROUP, LLC SO AS TO PROVIDE FOR ADDITIONAL LAND FOR THE PROJECT.

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

Section 1. Findings and Purpose.

A. The Lancaster County Council finds that:

1. 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 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 workforce, 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; and

2. RV-Imagitas, LLC and Lancaster Real Estate Group, LLC (collectively, the "Companies"), are party to that certain Fee Agreement, dated as of September 12, 2016, by and among the Companies and the County, pursuant to which the Companies committed to making investments in real and personal property located in the County (the "Project"); and

3. The Companies are considering the addition of certain real property to the Project (the "Additional Land"), which Additional Land is not currently set forth in the definition of "Land" in the Fee Agreement; and

4. The Companies and the County desire to amend the Fee Agreement to incorporate the Additional Land as part of the Project, pursuant to the terms and conditions of a First Amendment to Fee Agreement by and among the Companies and the County, attached to this ordinance as Exhibit A (the "First Amendment").

B. It is the purpose of this ordinance to effectuate the approval of the First Amendment.

Section 2. **Approval of First Amendment.**

Subject to the provisions of Section 4 of this ordinance, and, in order to promote industry, develop trade, and utilize and employ the workforce, products, and natural resources of the State by assisting the Company to expand or locate a facility in the State, the County hereby authorizes, ratifies, and approves the First Amendment.

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 and other agreements 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 First Amendment.**

The form of the First Amendment is approved. All of the terms, provisions, and conditions of the First Amendment are incorporated herein by reference as if the First Amendment were set out in this ordinance in their entirety. The Council Chair and Council Secretary are authorized, empowered, and directed to execute and acknowledge the First Amendment in the name of and on behalf of the County, and thereupon to cause the First Amendment to be delivered to the Company. The First Amendment 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 First Amendment attached to this ordinance.

Section 5. **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 First Amendment and the performance of all obligations of the County under and pursuant to the First Amendment.

Section 6. 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 7. 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 8. Effective Date.

This ordinance is effective upon Third Reading.

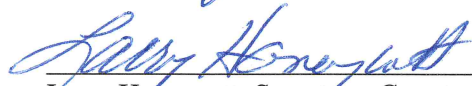
AND IT IS SO ORDAINED

Dated this 9th day of December, 2019.

LANCASTER COUNTY, SOUTH CAROLINA




Steve Harper, Chair, County Council



Larry Honeycutt, Secretary, County Council

ATTEST:



Sherrie Simpson, Clerk to Council

First Reading:	November 12, 2019
Second Reading:	November 25, 2019
Public Hearing:	December 9, 2019
Third Reading:	December 9, 2019

Approved as to form:



John DuBose, County Attorney

Exhibit A to Ordinance No. 2019-1628

First Amendment to Fee Agreement

See attached.

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FIRST AMENDMENT TO FEE AGREEMENT

This FIRST AMENDMENT TO FEE AGREEMENT ("First Amendment") is made and entered into as of December 9, 2019, by and among LANCASTER COUNTY, SOUTH CAROLINA (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its County Council (the "County Council") as the governing body of the County, RV-IMAGITAS, LLC, a North Carolina limited liability company ("RV-Imagitas") and LANCASTER REAL ESTATE GROUP, LLC, a North Carolina limited liability company ("LREG") (RV-Imagitas and LREG are collectively referred to herein as the "Companies").

RECITALS

WHEREAS, the Companies and the County are party to that certain Fee Agreement, dated as of September 12, 2016, by and among the Companies and the County (the "Fee Agreement"); and

WHEREAS, the County, acting by and through the County Council and pursuant to Title 12, Chapter 44 (the "Act"), agreed to enter into the Fee Agreement concerning certain investments in real and personal property to be made by the Companies in the County (the "Project"); and

WHEREAS, the Companies are considering the addition of certain real property to the Project (the "Additional Land"), which Additional Land is not currently set forth in the definition of "Land" in the Fee Agreement; and

WHEREAS, the Fee Agreement provides that additional real property may be included as part of the land subject to the Fee Agreement by an amendment to the Fee Agreement signed by the Companies and the County; and

WHEREAS, the Companies and the County desire to amend the Fee Agreement to include the Additional Land as part of the "Land" upon which the Project is located; and

WHEREAS, the County Council, by passage of Ordinance No. 2019-1628, authorized and approved the execution and delivery of this First Amendment; and

FIRST AMENDMENT

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

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

Section 2. *Additional Land.* A. Exhibit A to the Fee Agreement, Land, is amended by adding:

<i>Parcel ID</i>	<i>Property Address</i>	<i>Acrege</i>
0008B-0A-001.00	Overhill Drive Lancaster, SC	0.34 acres
0008B-0A-002.00	105 Cedarbrook Lane Indian Land, SC	0.8 acres
0008B-0B-003.00	126 Fairview Road Lancaster, SC	0.8 acres
0008B-0A-003.00	117 Cedarbrook Lane Indian Land, SC	0.47 acres
0008B-0A-004.00	133 Cedarbrook Lane Indian Land, SC	1 acres
A portion of 0005-00-106.01 (formerly 0005-00-110.01) (a/k/a Lot A, Plat Book 2000 at Page 143)	406 Potts Lane Indian Land, SC	1 acre

B. The real property added to the Fee Agreement in subsection A above shall be treated as “Land” for all purposes of the Fee Agreement.

Section 3. *Payment of Expenses.* Upon submission by the County of appropriate documentation of the expenditure, the Companies agree to reimburse the County, not later than sixty (60) days following such submission, for the County’s reasonable unreimbursed actual costs incurred related to this First Amendment. The cost reimbursement is limited to County payments to third-party vendors, including, but not limited to, payments for attorney’s fees. The total amount of the Companies’ reimbursement obligations with respect to the actual costs incurred related to this First Amendment and the documents negotiated and executed in connection therewith shall not exceed Three Thousand and 00/100 Dollars (\$3,000.00).

Section 4. *Representations and Warranties.* (A) Each of the Companies represents and warrants, as the basis for the undertakings on its part contained in this First Amendment, that it (i) is a limited liability company organized and existing under the laws of North Carolina, (ii) is authorized to do business in South Carolina, (iii) has all requisite power to enter into this First Amendment, and (iv) by proper action has approved this First Amendment and authorized its officials to execute and deliver it.

(B) County represents and warrants, as the basis for the undertakings on its part contained in this First Amendment, that it (i) is a body politic and corporate and a political subdivision of the State of South Carolina, (ii) is authorized by the Act to enter into this First Amendment, (iii) has approved this First Amendment in accordance with the procedural requirements of the Act and any other applicable state law, and (iv) has authorized its officials to execute and deliver this First Amendment.

Section 5. *Fee Agreement.* Except as specifically modified in this First Amendment, the Fee Agreement shall remain unchanged and in full force and effect.

Section 6. *Multiple Counterparts.* This First Amendment may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the County and each Company, pursuant to due authority, have duly executed this First Amendment, all as of the date first above written.

LANCASTER COUNTY, SOUTH CAROLINA

By: _____
Steve Harper, Chair, County Council

By: _____
Larry Honeycutt, Secretary, County Council

ATTEST:

By: _____
Sherrie Simpson, Clerk to Council

(company signatures follow on next page)

RV-IMAGITAS, LLC,
a North Carolina limited liability company

By: _____
Name: _____
Title: _____

LANCASTER REAL ESTATE GROUP, LLC,
a North Carolina limited liability company

By: _____
Name: _____
Title: _____