

Council Members

District 1: Terry Graham
District 2: Charlene McGriff
District 3: Billy Mosteller, Secretary
District 4: Jose Luis
District 5: Steve Harper, Chair
District 6: Allen Blackmon
District 7: Brian Carnes, Vice-Chair

**County Administrator**

Dennis E. Marstall

County Attorney

Ginny L. Merck-Dupont

Clerk to Council

Sherrie Simpson

February 26, 2024

6:00 PM

**101 North Main Street
Lancaster, SC 29720**

**LANCASTER COUNTY COUNCIL
County Council Chambers, County Administration
Building, 101 North Main Street, Lancaster, SC 29720**

AGENDA

1. **Call to Order Regular Meeting - Vice-Chairman Brian Carnes**
2. **Welcome and Recognition - Vice-Chairman Brian Carnes**
3. **Pledge of Allegiance and Invocation - Council Member Allen Blackmon**

4. **Approval of the Agenda**

[deletion and additions of non-substantive matter]

5. **Citizens Comments**

*[Lancaster County Council welcomes comments and input from citizens who may not be able to attend Council meetings in person. Written comments may be submitted via mail to ATTN: Sherrie Simpson, Post Office Box 1809, Lancaster, SC, 29721, by email to Sherrie Simpson at ssimpson@lancastersc.net or by online submission by selecting the "Citizens Comments" quick link located on the County website homepage at <https://www.mylancastersc.org/>. Comments must be no longer than approximately 3 minutes when read aloud. Comments received will be acknowledged during the Citizens Comments portion of the meeting. Comments will need to be received prior to 4:00 p.m. on the day of the meeting. Please use the same link above in order to submit input/comments for Public Hearings. *Please note that any handouts presented to Council or Council Boards and Commissions become an official part of the record and a copy is attached to the legal minutes for the meeting.]*

6. **Special Presentations**

- a. Recognitions by the Keep Lancaster County Beautiful Committee - Mandy Catoe, Director
- b. Community Needs Assessment Public Hearing, Review of Community Needs List and Prioritization of Community Needs for 2024 and Review of Upcoming Community Development Block Grant (CDBG) Opportunities – Grazier Rhea, Community Development Director, Catawba Regional Council of Governments

7. **Consent Agenda**

[Items listed under the Consent Agenda have previously been discussed by Council and approved]

unanimously. As such, these items are normally voted on as a group through a single vote rather than with a Council vote for each individual item. However, any Council member may remove any item on the Consent Agenda for individual discussion and vote]

- a. Approval of Minutes from the February 12, 2024 County Council Regular Meeting
- b. 2nd Reading of Ordinance 2024-1890 regarding a Second Amendment to Fee in Lieu for Project Pennant
Ordinance Title: An Ordinance To Authorize The Execution And Delivery Of A Second Amendment To The Fee Agreement Among Lancaster County, South Carolina, [Project Pennant], And [Project Pennant Affiliate]; And To Provide For Other Matters Related Thereto. - ***Passed 7-0 at the February 12, 2024 County Council Meeting. - Brian Fulk***
- c. 2nd Reading of Ordinance 2024-1891 regarding an Amendment to Multi-County Park Agreement for Project Pennant
Ordinance Title: An Ordinance To Amend Section 6 Of Ordinance No. 1088, Relating To The Distribution Of Revenue To Be Received From The Multi-County Park Created For Heath Springs Industrial Park, So As To Permit A Portion Of The Revenue Derived From Industries Or Businesses Located In Such Park To Be Used By The County To Make Infrastructure Reimbursement Payments; And To Provide For Other Matters Related Thereto. - ***Passed 7-0 at the February 12, 2024 County Council Meeting. - Brian Fulk***
- d. 2nd Reading of Ordinance 2024-1892 regarding an Amendment to Fee Agreement with RV-Imagitas, LLC & Lancaster Real Estate Group, LLC
Ordinance Title: To Authorize And Approve The Execution And Delivery Of An Amended And Restated Fee Agreement By And Among Lancaster County, South Carolina, RV-Imagitas, LLC And Lancaster Real Estate Group, LLC; And To Provide For Other Matters Related Thereto. - ***Passed 7-0 at the February 12, 2024 County Council Meeting. - Brian Fulk***

8. Non-Consent Agenda

- a. 3rd Reading of Ordinance 2023-1877 regarding Rezoning Property Located at 1662 MacMillan Park Drive from Light Industrial (LI) to Institutional (INS) District to Convert an Existing Structure to a K-12 Private School Facility (Applicants Brian Cillian/Greybridge MacMillan LLC and LEH SC MacMillan LLC)
Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County To Rezone Approximately 7.286 Acres (TM# 0007-00-008.05) Located At 1662 Macmillan Park Dr, From Light Industrial (LI) District To Institutional (INS) District - ***Planning Department Case Number: RZ-2023-1464. The Planning Commission recommended denial by unanimous vote and the Planning staff also recommended denial of the rezoning request. At the October 9th Council Meeting, the public hearing was held but the 1st Reading was postponed until the October 23, 2023 County Council Meeting. 1st Reading Passed 5-1 at the October 23, 2023 County Council Meeting (Billy Mosteller Opposed). At the November 13th Council Meeting, the 2nd Reading was postponed until the November 27, 2023 County Council Meeting. 2nd Reading Passed 5-2 at the February 12, 2024 County Council Meeting (Charlene McGriff and Billy Mosteller Opposed). - Allison Hardin***
- b. 2nd Reading of Ordinance 2024-1893 regarding Amending the Unified Development Ordinance (UDO) related to Chapter 2 and Amending Nonmetallic Mineral Product Manufacturing from Permitted with Review to a Conditional Use
Ordinance Title: An Ordinance To Amend The Unified Development Ordinance (“UDO”) Chapter 2 To Amend “Nonmetallic Mineral Product Manufacturing” From A Use Permitted With Review (PR) To A Conditional Use, And To Invoke The Pending Ordinance Doctrine So That No Permit Shall Be Issued That Would Be In Conflict With The Proposed Zoning Changes As Set Forth Herein - ***Passed 7-0 at the February 12, 2024 County Council Meeting. - Allison Hardin***

9. Discussion and Action Items

- a. Appointment to the Lancaster County First Steps Board

- Susannah Baker to the Lancaster County First Steps Board

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

11. Executive Session

[motions from Members may follow]

a. Two Items:

1. Receipt of legal advice subject to the attorney-client privilege regarding the status of pending litigation.
2. Receipt of legal advice subject to the attorney-client privilege regarding a potential contractual matter relating to acquisition of property.

12. Items Requiring a Vote Following Executive Session

13. Adjournment

Anyone requiring special services to attend this meeting should contact 285-1565 at least 24 hours in advance of this meeting. Lancaster County Council agendas are posted at the Lancaster County Administration Building and are available on the Website: www.mylancastersc.org

*Meetings are live streamed and can be found by using the following link:
<https://www.youtube.com/@LancasterCoSCGov/streams>*

Agenda Item Summary

Ordinance # / Resolution #: N/A

Contact Person / Sponsor: Mandy Catoe / Keep Lancaster County Beautiful Committee

Department: Administration

Date Requested to be on Agenda: 2/26/2024

Council Action Requested:

The Keep Lancaster County Beautiful Committee will be presenting two of their annual awards. The Awards are for the person and the the group who show the most dedication and commitment to Keep Lancaster County Beautiful's causes - litter reduction, beautification and recycling.

Strategic Plan Focus Area Alignment:

Points to Consider:

The Larry Honeycutt Award, presented by Larry Honeycutt, will be given to the 2023 Volunteer Group of the Year. The group receiving this award has continued to recycle aluminum cans and regularly turn in 80 lbs quarterly - about 2,560 cans or 10,000 a year. This is their second time winning this award.

The Frank Ferguson Award, presented by Ann Ferguson, will be given to the individual 2023 Volunteer of the Year. The person receiving this award has helped with every cleanup we have had and if he can't because of a conflict, he goes out and picks up on his own. Sometimes his wife and a couple help him. Last October he had a conflict and he and his team picked up 27 bags in 3 hours and 15 minutes.

Funding and Liability Factors:

N/A

Recommendation:

N/A

Agenda Item Summary

Ordinance # / Resolution #: N/A

Contact Person / Sponsor: Grazier Rhea / Catawba Regional Council of Governments

Department: Administration

Date Requested to be on Agenda: 2/26/2024

Council Action Requested:

The County is holding its annual Public Hearing for its Needs Assessment. This hearing is to solicit public input on community needs and priorities for housing, public facilities and economic development, particularly as they relate to persons of low to moderate income. During this time, the Catawba Regional Council of Governments staff will also present the past identified community needs and receive comments concerning the current needs.

Strategic Plan Focus Area Alignment:

Resource Optimization

Optimize sources of non-property tax funding to advance the priorities of the County.

Points to Consider:

Attached is a list of prioritized needs from Lancaster County's 2023 Needs Assessment and, also, an overview of the proposed use of Community Development Block Grant funds for the 2024-2025 program year.

Funding and Liability Factors:

N/A

Recommendation:

This is the required annual Public Hearing in order to participate in Community Development Block Grant (CDBG) funding.

ATTACHMENTS:

Description	Upload Date	Type
Power Point Presentation	2/19/2024	Presentation
Memorandum to Lancaster County Council regarding the Needs Assessment Process	2/13/2024	Backup Material
May 2023 Lancaster County Prioritized Community Needs	2/13/2024	Backup Material
2024 - 2025 Community Development Block Grant Funding	2/13/2024	Backup Material
Notice of Public Hearing	2/13/2024	Public Hearing Notices

Catawba Regional Council of Governments

Community Development Block Grant Overview 2024-2025



South Carolina
Department of Commerce
Just right for business.

Community
Development
Block Grant

Community Development Block Grant Program



What is CDBG?

- Federal program funded by HUD.
- Administered in South Carolina by the SC Department of Commerce, Division of Grants Administration.
- Designed to provide assistance to units of local government in providing economic opportunities and meeting community revitalization needs, particularly for low and moderate income persons.

Who Can Apply?

- Units of Local Government Only
 - Towns
 - Cities
 - Counties
- Must Not be Within a CDBG Entitlement Area. Rock Hill is the only CDBG Entitlement Area in the Catawba Region.

Only Local Governments Can Receive Direct Assistance

- No individuals
- No businesses
- No non-profit organizations
- No water and sewer authorities



CDBG

All Projects Must:

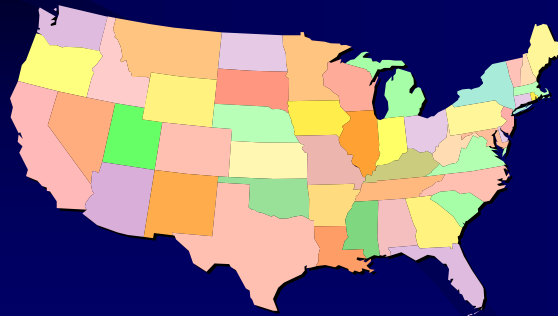
**Meet A National
Objective**

**Address Eligible
Activity**



National Objectives

- Benefit Low and Moderate Income (LMI) Persons
- Aid in the Prevention or Elimination of Slums or Blight
- Meet Other Urgent Community Development Needs



Eligible Activities

Public Improvements

- Water
- Sewer
- Roads
- Drainage
- Brownfield projects
- Downtown streetscape improvements
- Planning for regional infrastructure
- Library facilities or equipment for internet connectivity
- Publicly owned childcare facilities for children 12 and under

Eligible Activities

Public Improvements (continued)

- Publicly owned facilities for educational/workforce training
- Police substations
- Demolition of vacant, dilapidated residential structures in LMI area
- Fire substations or fire trucks for existing stations serving LMI residential areas
- Publicly owned health and/or social services facilities or equipment

Eligible Activities

Public Improvements (continued)

- Public facilities modifications to address ADA compliance or energy efficiency
- New or upgraded sidewalks in LMI residential areas
- Parks, trails, or greenways in LMI areas

Community Development Program

- Competitive
- Currently offered twice a year
- Minimum of \$50,000
- Maximum depends on type of project
- Ten percent match required
- Must be eligible activity
- Must meet national objective

Community Development Program Categories

- Community Infrastructure
- Community Enrichment
- Local Priorities Program
- “Ready to Go” Public Facilities
- Business Development

How Much Can I Apply For?

Minimum

\$50,000

Maximum

- \$1,000,000 - Community Infrastructure
- \$750,000 - Community Enrichment
- \$300,000 - Local Priorities
- \$500,000 - Ready to Go

Is There a Match Requirement?

10% of the Grant Request

The match may be in the form of cash, non-Commerce grants, waiver of fees, public or private investments, and documented volunteer or in-kind services. A loan obtained in direct support of the CDBG project may count as a cash match.

Business Development Program

Assistance is generally in the form of public infrastructure to assist a business or industry in locating or expanding.

Typically, company must commit to creation and/or retention of jobs and that at least 51% of jobs will be filled by LMI persons.

Spring Applications

- Application Requests are due March 22, 2024
- Completed Applications are due April 22, 2024

Fall Applications

- Application Requests are due August 16, 2024
- Completed Applications are due September 16, 2024

What Projects are Eligible in Spring Round?

Infrastructure

- Water
- Sewer
- Drainage

What Projects are Eligible in Fall Round?

- Community Enrichment
 - Brownfield projects or demolition of obsolete buildings
 - Downtown streetscape improvements
 - Planning for regional infrastructure and other studies
 - Library facilities or services (fixed or mobile) for internet connectivity
 - Publicly owned childcare facilities for children 12 and under
 - Transportation – oriented public facilities or services to serve LMI workforce populations

Fall Round (continued)

- Public safety facilities and services in LMI areas to address crime prevention (Police substations)
- Demolition of vacant, dilapidated residential structures in LMI neighborhoods
- Fire substations or fire trucks serving LMI residential areas
- Publicly owned health and/or social services facilities or equipment in underserved LMI areas
- Public facilities modifications for ADA compliance or energy efficiency
- New or upgraded sidewalks in LMI residential areas

Fall Round (continued)

- Local Priorities

- Used for alternative grant activities and partnerships that meet community development needs of eligible municipalities.
- Projects can include historic preservation, innovation, energy conservation, parks, and trails/greenways.
- Must serve LMI areas

What Projects are Eligible for the “Ready to Go” Program?

- The project must be an eligible public facility improvement under the Community Infrastructure, Community Enrichment, or Local Priorities Program.
- All required project activities leading up to bidding must be completed prior to submission: environmental review, design, acquisition, and permits.

Public Comments

For Grant Assistance:

Contact Catawba Regional Council of Governments
803-327-9041

Angela Kirkpatrick - akirkpatrick@catawbacog.org

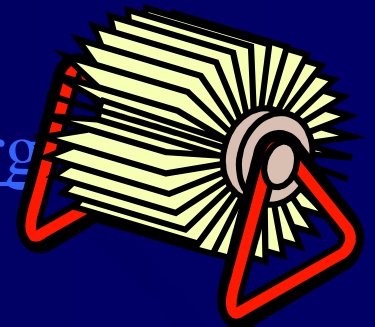
Christine Schwartz - cschwartz@catawbacog.org

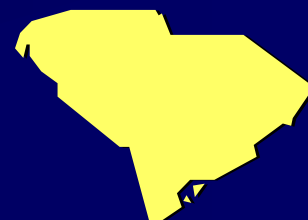
Eleanor Mixon - emixon@catawbacog.org

Elizabeth Morgan – emorgan@catawbacog.org

Grazier Rhea - grhea@catawbacog.org

Katherine Farrand - kfarrand@catawbacog.org





Catawba Regional Council of Governments

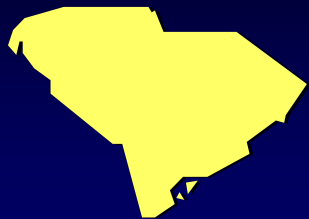
215 Hampton Street

P.O. Box 450

Rock Hill, South Carolina 29731

803-327-9041

www.catawbacog.org





MEMORANDUM

TO: Lancaster County Council

FROM: Catawba Regional Council of Governments

DATE: February 12, 2024

SUBJECT: Needs Assessment Process

In order to apply for Community Development Block Grant funds, Lancaster County must complete a Needs Assessment. A Needs Assessment Public Hearing will be held on Monday, February 26, at 6:00 p.m. during the regularly scheduled County Council meeting in the Council Chambers.

At this hearing, Catawba Regional Council of Governments staff will present the past identified community needs and receive comments concerning the current needs, especially as they relate to the low and moderate income persons in Lancaster County.

Attached is a list of prioritized needs from Lancaster County's 2023 Needs Assessment. This can be used as a guide to identify Lancaster County's community needs for 2024, which will be updated after the hearing on Feb 26.

Also included is an overview of the proposed use of Community Development Block Grant funds for the 2024-2025 program year. The deadlines for the Spring funding round of the Community Development Block Grant program include application requests due March 22 and full applications due April 22, 2024. Infrastructure projects will be eligible in the spring funding round. The deadlines for Community Enrichment and Local Priorities include application requests due August 16 and full applications due September 16, 2024. Business Development and Ready to Go Public Facilities applications may be submitted at any time during the year.

For additional information, please contact Grazier Rhea, Angela Kirkpatrick, Christine Schwartz, Eleanor Mixon, Katherine Farrand, or Elizabeth Morgan with Catawba Regional Council of Governments, at 803-327-9041.

LANCASTER COUNTY, SC

PRIORITIZED COMMUNITY NEEDS

MAY 2023

Lancaster County held a Needs Assessment Public Hearing on Monday, March 13, 2023, followed by a special County Council meeting held on Wednesday, May 10, 2023. As a result, the following community needs were prioritized.

1. Upgrade Lancaster County buildings to include improvements to provide accessibility for disabled persons and energy improvements to reduce operating burdens and promote sustainability.
2. Demolish vacant, dilapidated structures in low and moderate income neighborhoods.
3. Upgrade parks and recreational facilities in Lancaster County.
4. Activities to clear Brownfield areas.
5. Upgrade and extend water and sewer services in low and moderate income areas, including the Kings Circle area, the Kershaw Mill area, the Dobson School area, and the Emerald Estates area.
6. Construct permanent EMS and fire stations where needed to replace mobile and/or inadequate facilities.
7. Seek funding to better address services and activities for the homeless, including support for a homeless shelter in Lancaster County.
8. Undertake neighborhood revitalization activities in low and moderate income areas, including the Dobson School area, Kershaw Mill area, Erwin Farm area, and Emerald Estates area to include the following:
 - Clearance and clean-up
 - Infrastructure upgrades to include, but not limited to, transportation, sidewalks, transit, water, sewer, gas, electrical, and communications to include Internet/ wireless/ broadband.
 - Housing rehabilitation
 - Activities to increase affordable housing
 - Job training and educational opportunities
 - Socioeconomic assistance
 - Franchised curbside solid waste collection in target areas
9. Promote economic development and job creation activities through provision of infrastructure to potential and expanding businesses and industries and through the provision of Workforce Development Training to residents and industries through direct county grant match funding and provision of in-kind services.
10. Improve transportation between Lancaster's four municipalities, City of Lancaster, Town of Heath Springs, Town of Kershaw, and Town of Van Wyck, including highway (US 521) and rail (L&C Railway) modes of transportation.

LANCASTER COUNTY, SC PRIORITIZED COMMUNITY NEEDS

11. Add turning lanes for the Heath Springs Elementary School and the Andrew Jackson Middle and High Schools.
12. Improve transportation between the City of Lancaster and the Chesterfield County line on SC 9 South, a segment of the South Carolina Department of Transportation Strategic Freight Network.
13. Locate recreational facilities and social service agencies in the northern panhandle of the county. This would put these services within closer proximity to the people who use them and eliminate the need for driving into the City of Lancaster.
14. Seek funding to address housing needs, to include rehabilitation, affordable housing and down payment and closing cost assistance.
15. Undertake activities to promote fair housing opportunities for all citizens.



COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING

2024 – 2025

The following is a summary of the proposed uses of CDBG funds for the 2024-2025 program year. These program uses are subject to change prior to final adoption by the SC Department of Commerce.

The Community Development Block Grant Small Cities Program is administered in South Carolina by the SC Department of Commerce, Office of Grants Administration. The State CDBG program will receive an estimated \$19.8 million from the U.S. Department of Housing and Urban Development (HUD) in 2024.

State CDBG grants are awarded to eligible local governments that are not “entitlement areas”. All local governments in the Catawba Region, with the exception of the City of Rock Hill, are eligible to apply.

All CDBG projects must address one of the three following national objectives:

- Benefit low and moderate income persons
- Eliminate slums and blight
- Address urgent community needs that pose a serious threat to the health or welfare of the community.

Three key goals for the CDBG program are to provide decent housing, economic opportunities, and a suitable living environment. Each project must meet one of the following outcomes identified by HUD:

- Affordability
- Accessibility
- Sustainability

The primary CDBG grant programs are Community Development, Business Development, and Regional Planning. There will be \$17.6 million allocated for Community Development Programs, which includes four subcategories of Community Infrastructure, Community Enrichment, Local Priorities, and “Ready to Go”. Following is a description of each of program.

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I. Community Development

A. Community Infrastructure

Funds Available: \$9,000,000** (estimated)

Grant Maximum: \$1,000,000 (A waiver may be considered for a project addressing an urgent and compelling need, regional solution, or system-wide improvements, as well as the extent of leveraging and a reasonable CDBG cost.)

Grant Minimum: \$50,000

Match: 10% of the total CDBG request, which can come from a variety of sources, including the local government, other non-Commerce grants, loans, waiver of fees, public or private investments, and documented volunteer or in-kind contributions.

Eligible Activities: Water, sewer, roads, or drainage activities.

Outcome:

Contribute to creation of healthy, resilient and sustainable residential communities through water, sewer, roads, drainage or other activities that address one or more of the priorities listed in order of importance:

1. Significant improvements to existing infrastructure to address health concerns, meet required quality standards, ensure community sustainability or improve resiliency.
2. Projects that result in more viable regional infrastructure solutions or that provide new access to services near business centers where it is cost effective to address documented health threat.
3. Upgrades to infrastructure to address quality standards where there are only general health concerns or provide new services that are not near business centers when it is cost effective to address a documented health threat.

Note: Priority will not be assigned to infrastructure improvements that are necessary because of a lack of maintenance and repairs. Similarly, a priority may be not be assigned if new service is proposed for an isolated neighborhood and there is no documented health threat or the service is not cost effective given the number of households committed to benefit.

Application Requests due: March 22, 2024, at 5:00 p.m.

Applications due: April 22, 2024, at 5:00 p.m.

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B. Community Enrichment

Funds Available: \$7,170,654 (estimated)

Grant Maximum: \$750,000

[Note: A waiver of the grant maximum, up to \$1 million, may be considered for projects proposing Priority 1 or 2 activities in counties designated as Development Status Tier 3 or 4. (i.e. a county-wide health department or DSS facility).]

Grant Minimum: \$50,000 (planning grants are subject to a \$50,000 maximum with a potential waiver for infrastructure studies with adequate documentation.)

Match: 10% of the total CDBG request, which can come from a variety of sources, including the local government, other non-Commerce grants, loans, waiver of fees, public or private investments, and documented volunteer or in-kind contributions.

Eligible Activities:

1. First priority - Economic Competitiveness

- Brownfield projects or demolition of obsolete buildings
- Downtown streetscape improvements. Projects must include a plan for retail/small business support.
- Planning by professional engineers and architects for regional infrastructure, hazard mitigation, resiliency and sustainability for eligible public infrastructure and facilities, broadband, brownfields clean up and redevelopment, or master drainage studies

2. Second priority - Education and Workforce Development

- Libraries facilities or services (fixed or mobile), including renovation or new construction and equipment for internet connectivity
- Publicly owned childcare facilities (facilities intended primarily for children age 12 and under, e.g. daycare centers and Head Start preschool centers)
- Other publicly owned facilities principally designed as multi-service centers that will be used for educational programming or workforce training
- Publicly owned transportation-oriented public facilities or services to serve LMI workforce populations

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3. Third priority – Safe and Healthy Communities

- Public safety facilities and services in LMI areas, such as a police substation. Primary police stations are not eligible.
- Demolition of vacant, dilapidated residential structures in a targeted LMI neighborhood
- Fire substations or fire trucks for existing stations that serve LMI residential areas if there will be a documented ISO (Insurance Services Office) reduction or expansion of service
- Publicly owned health and/or social services facilities or equipment in underserved LMI areas
- ADA accessibility and energy efficiency improvements for CDBG eligible public facilities (i.e., replacing windows, upgrading HVAC, etc.)
- New or upgraded sidewalks in LMI residential areas

Equipment for public service activities must be for new or expanded services and generally associated with a significant capital investment in facilities. Only major pieces of equipment that have a durable life of five years will be considered for funding.

Outcome:

This program is designed to fund facilities, services, and other activities that strengthen existing communities and support a high quality of life within the following state priority areas:

1. Increasing economic competitiveness, resiliency and narrowing the digital divide
2. Education and workforce development
3. Safe and healthy communities

Application Requests due: August 16, 2024, at 5:00 p.m.

Applications due: September 16, 2024, at 5:00 p.m.

C. Local Priorities Program

Funds Available: \$1,000,000 (estimated)

Grant Maximum: \$300,000

Grant Minimum: \$50,000

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Match: 10% of the total CDBG request, which can come from a variety of sources, including the local government, other non-Commerce grants, loans, waiver of fees, public or private investments, and documented volunteer or in-kind contributions.

Outcome:

This program is designed to meet community development needs that are not typically funded through the other CDBG programs or one of the other HUD partner programs.

Eligible Activities:

These funds will be used for alternative grant activities and partnerships that meet community development needs of eligible municipalities. Local priority projects could include historic preservation, innovation, energy conservation, parks, and trails/greenways. New or expanded public service activities are also eligible.

Projects should have significant leveraging, impact, and community support while still meeting a National Objective and all other requirements. Consideration for funding will be based on state priorities listed below:

1. First Priority

- Projects that impact economic development or increase economic competitiveness

2. Second Priority

- Projects that address public health and safety, quality of life, or improve the long-term sustainability of the community

3. Third Priority

- Projects that address resiliency or help narrow the digital divide

Application Requests due: August 16, 2024, at 5:00 p.m.

Applications due: September 16, 2024, at 5:00 p.m.

D. “Ready to Go” Public Facilities Program

Funds Available: \$500,000

Grant Maximum: \$500,000

(Note: A waiver will be considered for infrastructure projects addressing an urgent and compelling need, regional solution, or system-wide improvements, as well as the extent of leveraging and a reasonable CDBG cost - generally \$15,000 per household or less)

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Grant Minimum: \$50,000

Match: 10% of the total CDBG request, which can come from a variety of sources, including the local government, other non-Commerce grants, loans, waiver of fees, public or private investments, and documented volunteer or in-kind contributions.

Eligible Activities:

The project must be an eligible public facility improvement under the Community Infrastructure, Community Enrichment, or Local Priorities program. All required project activities leading up to bidding must be complete prior to submission of the application including but not limited to: project design, environmental review, acquisition and permits. CDBG funds may only be used for construction or demolition. Brownfields projects may be considered if significant upfront investment of local funds has been made and all other program requirements are met (including voluntary clean up contract (VCC) with DHEC and local government ownership). Local and other funds must be used for pre-bid activities and will count toward the match requirements of the program. Projects must be advertised for bid within 60 days of grant award.

Outcome:

This program is designed to stimulate the local economy by addressing urgent or compelling community needs, encouraging the timely implementation of CDBG eligible projects, and being cost effective.

Applications will be accepted on an ongoing basis, based on funding availability.

Program clarifications:

1. Projects must address an urgent and compelling need.
2. The project requires an upfront investment of local and other funds for planning, project design, and permitting that is substantially equivalent to the required 10% local match.
3. Projects must be eligible public facility improvements, and CDBG pays only for construction or demolition and administration.

II. Business Development Program

Funds Available: \$1,000,000

Grant Maximum:

- Job creation/retention \$10,000/ job
- Area economic development \$500,000

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- Local goods and services:

- Service area less than 20% poverty or 70% LMI \$350/LMI person
- Service area equal/more than 20% poverty or 70% LMI \$1,000/LMI person

Waiver: The maximum grant limit may be waived, by the Secretary of Commerce, where it is determined that the increased cost is appropriate and necessary to address state and local economic development needs as long as CDBG requirements will still be met.

Grant Minimum: \$50,000

Match: 10% local match or other equivalent contribution required. Projects to assist businesses in the provision of goods and services must have a minimum of 25% leveraging including a 10% match from the local government.

Eligible Activities:

Infrastructure to assist new or expanding businesses that will result in the creation or retention of jobs, 51% of which must be available to low and moderate income persons.

Outcome:

This program provides financial resources for local governments to pursue opportunities that create new jobs, retain existing employment, stimulate private investment, and revitalize or facilitate the competitiveness of the local economy. Funding will be prioritized based on the following order:

- New or expanding businesses tied to job creation
- Area economic development activities not associated with job creation
- New or expanding local businesses that provide essential goods and services in predominately LMI communities

Applications will be accepted on an ongoing basis, based on funding availability.

III. General CDBG Program Requirements:

- A unit of local government may apply for a third project if they have no more than two open grants that have not exceeded a 30-month grant period.
- A unit of local government is limited to one streetscape project at a time.
- A unit of local government is limited to one open Ready-to-Go project at a time.

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- A unit of local government may not have more than one project for the same general target area/neighborhood open at the same time

Catawba Regional Council of Governments' staff is available to assist local governments with the development of potential CDBG projects and application preparation. If you are interested in submitting a CDBG application, contact *Grazier Rhea, Angela Kirkpatrick, Christine Schwartz, Eleanor Mixon, Katherine Farrand, or Elizabeth Morgan* at (803) 327-9041.

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on Monday, February 26, 2024, at 6:00 p.m. in the Lancaster County Council Chambers, second floor, Lancaster County Administrative Building, 101 North Main Street, Lancaster, SC, Lancaster County will hold a public hearing to solicit public input on community needs and priorities for housing, public facilities, and economic development. At this public hearing, Lancaster County will provide the results of its needs assessment and the activities which might be undertaken to meet identified needs, including the estimated amount proposed to be used for activities that will benefit persons of low and moderate income.

This public hearing and the matters to be discussed are subject to the provisions of Lancaster County's Citizens Participation Plan, developed in anticipation of participation in the State of South Carolina's Community Development Block Grant (CDBG) Program, providing for the participation of the citizens of Lancaster County in the planning and implementation of community and economic development projects which will involve CDBG funds.

The Citizens Participation Plan is available for review in the office of the Lancaster County Administrator, from 8:30 a.m. to 5:00 p.m. Monday through Friday. Persons with questions or comments concerning the public hearing or the Citizens Participation Plan may contact Sherrie Simpson, Clerk to Council, P.O. Box 1809, Lancaster, SC 29721 (Telephone: 803-416-9307).

Lancaster County does not discriminate on the basis of age, color, religion, sex, national origin, familial status or disability in the admission or access to, or treatment or employment in its federally assisted programs or activities. Darin Robinson, Building Official, Lancaster County, P.O. Box 1809, Lancaster, SC 29721 (Telephone: 803-285-1969), has been designated to coordinate compliance with the nondiscrimination requirements contained in the U.S. Department of Housing and Urban Development's regulations. Assistance will be provided to accommodate the special needs of disabled persons, upon request. A 24-hour notice for assistance is requested.

Agenda Item Summary

Ordinance # / Resolution #: N/A

Contact Person / Sponsor: Lauren Hill / Deputy Clerk to Council / Administration

Department: County Clerk

Date Requested to be on Agenda: 2/26/2024

Council Action Requested:

Approve or amend the minutes from the February 12, 2024, County Council regular meeting.

Strategic Plan Focus Area Alignment:

Points to Consider:

The draft minutes from the February 12, 2024, County Council regular meeting are attached for Council's review and consideration.

Funding and Liability Factors:

There are no funding or liability factors regarding approval of minutes.

Recommendation:

Approve the minutes as written.

ATTACHMENTS:

Description	Upload Date	Type
Draft Minutes from the 2-12-2024 County Council Regular Meeting	2/20/2024	Backup Material

Council Members

District 1: Terry Graham
District 2: Charlene McGriff
District 3: Billy Mosteller, Secretary
District 4: Jose Luis
District 5: Steve Harper, Chair
District 6: Allen Blackmon
District 7: Brian Carnes, Vice-Chair

**County Administrator**

Dennis E. Marstall

County Attorney

Ginny L. Merck-Dupont

Clerk to Council

Sherrie Simpson

February 12, 2024

6:00 PM

**101 North Main Street
Lancaster, SC 29720**

**LANCASTER COUNTY COUNCIL
County Council Chambers, County Administration
Building, 101 North Main Street, Lancaster, SC 29720**

MINUTES

Council Members Present: Allen Blackmon, Brian Carnes, Steve Harper, Billy Mosteller, Charlene McGriff, Terry Graham, and Jose Luis.

Staff Members/Others present: Dennis Marstall, County Administrator; Ginny Merck-Dupont, County Attorney; Sherrie Simpson, Clerk to Council; Lauren Hill, Deputy Clerk to Council/Administrative Assistant; Stephany Snowden, Deputy County Administrator; Allison Hardin, Development Services Director; Sabrena Harris, Chief Financial Officer; Jamie Privuznak, Budget Director; Brian Fulk, Economic Development Director; Amy Carnes, Economic Development Coordinator; Brenda Thompson, Communications and Marketing Director; John Douglas, Town of Kershaw Administrator; the press; various elected officials; various Department Heads; various employees; and citizens.

A quorum of Lancaster County Council was present for the meeting. The following press were notified of the meeting by e-mail in accordance with the Freedom of Information Act: *The Lancaster News*, *Kershaw News Era*, *The Rock Hill Herald*, Cable News 2, Channel 9 and the local government channel. The agenda was posted in the lobby of the County Administration Building and also on the County website the required length of time. The power point presentation utilized during the meeting is attached to the written minutes in the Clerk to Council's office.

Call to Order Regular Meeting - Chairman Steve Harper

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

Welcome and Recognition - Chairman Steve Harper

Chairman Steve Harper welcomed everyone to the meeting.

Pledge of Allegiance and Invocation - Council Member Charlene McGriff

Charlene McGriff led the Pledge of Allegiance to the American Flag and delivered the Invocation.

Approval of the Agenda

Brian Carnes moved to approve the agenda. Seconded by Charlene McGriff. The motion Passed by a vote of 7-0.

Citizens Comments

The following citizens signed up for and spoke during Citizen Comments:

1. Jim Balik, Lancaster, SC, spoke in opposition of Ordinance 2024-1893 due to the hazardous chemicals and air particles produced by asphalt plants.
2. Danielle Calabro, Lancaster, SC, introduced herself as the Health and Wellness Commission's Department of Social Services appointee, and thanked Council for her appointment.
3. Tripp McCoy, Lancaster, SC, requested that an early voting polling center be located in the Panhandle region of Lancaster County.
4. Bruce Cohen, Indian Land, SC, spoke regarding Lancaster County's 2040 Comprehensive Plan, the usage of Highway 521, the lack of emergency responders in the Panhandle region of Lancaster County, and terrain issues in the Walnut Creek subdivision.
5. Kevin Garon, Indian Land, SC, spoke regarding the growth in the Panhandle region of Lancaster County, specifically the Harrisburg Road and Barberville Road area, and requested that Council slow down the growth.
6. Ann Dyckman, Lancaster, SC, voiced her concerns with the growth in the Panhandle region of Lancaster County.
7. Cathy Storm, Lancaster, SC, spoke regarding Lancaster County's 2040 Comprehensive Plan and the proposed growth included in it, and requested that Council put a moratorium on growth in the Panhandle region of Lancaster County.
8. Lee Olvera, Indian Land, SC, spoke in opposition of Ordinance 2024-1893 due to the hazardous chemicals and air particles produced by asphalt plants.

The following citizens submitted electronic, written comments for Citizen Comments: None.

Consent Agenda

Billy Mosteller moved to approve Consent Agenda Item **6a.**, **6b.**, and **6c.**, [which are the same as Item **a.**, **b.**, and **c.** listed below]. Seconded by Charlene McGriff. The Consent Agenda items Passed by a vote of 7-0.

- a. **Approval of Minutes from the January 10, 2024 County Council Committee of the Whole Meeting**
- b. **Approval of Minutes from the January 16, 2024 Joint County Council, Planning Commission, and Comprehensive Plan Stakeholders Workshop Meeting**
- c. **Approval of Minutes from the January 22, 2024 County Council Regular Meeting**

Non-Consent Agenda

Resolution 1255-R2024 regarding an Agreement By and Between Lancaster County and the Town of Kershaw related to the Kershaw Pool

Resolution Title: A Resolution To Enter Into A Partnership With The Town Of Kershaw For The Ongoing Expense And Maintenance Of The Stevens Park Pool.

Allen Blackmon moved to approve Resolution 1255-R2024. Seconded by Charlene McGriff.

Dennis Marstall discussed the partnership proposal between Lancaster County and the Town of Kershaw and highlighted that the proposed agreement would increase the current amount of funding that the County provides to the Town of Kershaw to \$40,000 per year for pool operations and maintenance. Mr. Marstall noted that the increase of funds would allow for the extension of pool operating hours and visitors would not be required to obtain a YMCA membership to use the pool. John Douglas, Town of Kershaw Administrator, estimated that the increase of funds would benefit about 9,000 visitors as a result of the hours of operation increase. Several Council members stated that they would prefer an annual review of the contract. Council requested that the number of visitors of the pool be documented and presented to Council on an annual basis during budget review season. Terry Graham made a motion to amend the agreement to include a clause to review the contract on an annual basis. Seconded by Jose Luis. The amendment Passed by a vote of 7-0.

Resolution 1255-R2024, as amended, Passed by a vote of 7-0.

Public Hearing and 3rd Reading of Ordinance 2023-1887 regarding Fee Agreement Amendment for Project Cobalt

Ordinance Title: An Ordinance To Authorize And Approve The Execution And Delivery Of A First Amendment To Fee Agreement By And Among Lancaster County, South Carolina, Project Cobalt And Project Cobalt Affiliate; And To Provide For Other Matters Related Thereto.

Brian Carnes moved to approve the 3rd Reading of Ordinance 2023-1887. Seconded by Billy Mosteller.

Brian Fulk identified Project Cobalt as the Cooley Group, and noted no changes since the 2nd Reading of Ordinance 2023-1887.

Steve Harper opened the Public Hearing for Ordinance 2023-1887 at approximately 6:52 p.m. He noted that no one signed up to speak at the Public Hearing for the Ordinance. There were approximately 36 citizens, including staff members, in attendance during the Public Hearing for this Ordinance. The following speakers came forward to make comments or sent in written comments regarding the Ordinance: None. Steve Harper closed the Public Hearing at approximately 6:52 p.m.

There was no discussion from Council. The 3rd Reading of Ordinance 2023-1887 Passed by a vote of 7-0.

2nd Reading of Ordinance 2023-1877 regarding Rezoning Property Located at 1662 MacMillan Park Drive from Light Industrial (LI) to Institutional (INS) District to Convert an Existing Structure to a K-12 Private School Facility (Applicants Brian Cillian/Greybridge MacMillan LLC and LEH SC MacMillan LLC)

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County To Rezone Approximately 7.286 Acres (TM# 0007-00-008.05) Located At 1662 Macmillan Park Dr, From Light Industrial (LI) District To Institutional (INS) District - *Planning Department Case Number: RZ-2023-1464.*

Jose Luis moved to approve the 2nd Reading of Ordinance 2023-1877. Seconded by Terry Graham.

Allison Hardin reviewed the County's PowerPoint and provided an update on the major requirements that were needed for the rezoning. Ms. Hardin pointed out that two out of the three requirements had been met. The property is located in a Multi-County Business Park, and the participating county (Chesterfield County) needed to sign off on the rezoning, but they have not done so yet. Ms. Hardin reiterated that the Planning Commission and staff both recommended denial of the rezoning request. The applicant, Brian Cillian, stated that there was an updated site plan for the school that would include soccer fields that the County's Parks and Recreation Department would be able to utilize for the youth soccer program, but Dennis Marstall explained that no proposals had been received in writing. Mr. Cillian also noted that the majority of the surrounding businesses in the industrial park were in favor of the rezoning. Billy Mosteller voiced his standing concerns with the school going into an industrial park. Council and staff discussed, in length, the Fee In Lieu of Tax (FILOT) agreement for the property, and when it would need to be finalized. Jose Luis made a motion to postpone the 2nd Reading

of Ordinance 2023-1877 until the first Council meeting in March, but later withdrew the motion.

The 2nd Reading of Ordinance 2023-1877 Passed by a vote of 5-2. Ayes: Blackmon, Carnes, Harper, Graham, Luis. Nays: Mosteller, McGriff

1st Reading of Ordinance 2024-1890 regarding a Second Amendment to Fee in Lieu for Project Pennant

Ordinance Title: An Ordinance To Authorize The Execution And Delivery Of A Second Amendment To The Fee Agreement Among Lancaster County, South Carolina, [Project Pennant], And [Project Pennant Affiliate]; And To Provide For Other Matters Related Thereto.

Allen Blackmon moved to approve the 1st Reading of Ordinance 2024-1890. Seconded by Charlene McGriff.

Brian Fulk presented the Fee in Lieu amendment for Project Pennant and provided a brief background on the company's employment history.

There was no discussion from Council. The 1st Reading of Ordinance 2024-1890 Passed by a vote of 7-0.

1st Reading of Ordinance 2024-1891 regarding an Amendment to Multi-County Park Agreement for Project Pennant

Ordinance Title: An Ordinance To Amend Section 6 Of Ordinance No. 1088, Relating To The Distribution Of Revenue To Be Received From The Multi-County Park Created For Heath Springs Industrial Park, So As To Permit A Portion Of The Revenue Derived From Industries Or Businesses Located In Such Park To Be Used By The County To Make Infrastructure Reimbursement Payments; And To Provide For Other Matters Related Thereto.

Charlene McGriff moved to approve the 1st Reading of Ordinance 2024-1891. Seconded by Billy Mosteller.

Brian Fulk presented the Multi-County Park amendment related to the distribution of revenue.

There was no discussion from Council. The 1st Reading of Ordinance 2024-1891 Passed by a vote of 7-0.

1st Reading of Ordinance 2024-1892 regarding an Amendment to Fee Agreement with RV-Imagitas, LLC & Lancaster Real Estate Group, LLC

Ordinance Title: To Authorize And Approve The Execution And Delivery Of An Amended And Restated Fee Agreement By And Among Lancaster County, South Carolina, RV-Imagitas, LLC And Lancaster Real Estate Group, LLC; And To Provide For Other Matters Related Thereto.

Brian Carnes moved to approve the 1st Reading of Ordinance 2024-1892. Seconded by Charlene McGriff.

Brian Fulk presented the Fee Agreement amendment with RV-Imagitas, LLC and Lancaster Real Estate Group, LLC. Mr. Fulk highlighted that the amendment included a change in employment commitment numbers and a reduction in the duration of the Special Source Revenue Credit.

There was no discussion from Council. The 1st Reading of Ordinance 2024-1892 Passed by a vote of 7-0.

1st Reading of Ordinance 2024-1893 regarding Amending the Unified Development Ordinance (UDO) related to Chapter 2 and Amending Nonmetallic Mineral Product Manufacturing from Permitted with Review to a Conditional Use

Ordinance Title: An Ordinance To Amend The Unified Development Ordinance ("UDO") Chapter 2 To Amend "Nonmetallic Mineral Product Manufacturing" From A Use Permitted With Review (PR) To A Conditional Use, And To Invoke The Pending Ordinance Doctrine So That No Permit Shall Be Issued That Would Be In Conflict

With The Proposed Zoning Changes As Set Forth Herein

Allen Blackmon moved to approve the 1st Reading of Ordinance 2024-1893. Seconded by Charlene McGriff.

Allison Hardin presented the Conditional Use amendment, and the application process, via the County PowerPoint and outlined what a "Pending Ordinance Doctrine" was. Council and staff discussed hypothetical conditions that could be included in the Conditional Use permit. Ginny Merck-Dupont stated that if the 1st Reading of Ordinance 2024-1893 passed with the verbiage of a Pending Ordinance Doctrine included within it, Council would be essentially placing a moratorium on asphalt plant permit applications and plan reviews in Lancaster County, and the conditions approved in the 3rd Reading of Ordinance 2024-1893 would be the standard for the Conditional Use permit going forward. No conditions were provided to staff from Council at the 1st Reading.

The 1st Reading of Ordinance 2024-1893 Passed by a vote of 7-0.

Discussion and Action Items

There were no items to discuss for Discussion and Action items during the Council meeting.

Status of items tabled, recommitted, deferred or held

There were no items to discuss for the status of items tabled, recommitted, deferred, or held during the Council meeting.

Executive Session

Three Items:

1. Receipt of legal advice subject to the attorney-client privilege regarding a potential contractual matter relating to acquisition of property.
2. Receipt of legal advice subject to the attorney-client privilege regarding the Lancaster County Board of Zoning Appeals.
3. Receipt of legal advice subject to the attorney-client privilege regarding litigation filed against the County relative to a zoning matter.

Steve Harper stated that he needed a motion to go into Executive Session for the receipt of legal advice subject to the attorney-client privilege regarding a potential contractual matter relating to acquisition of property, the receipt of legal advice subject to the attorney-client privilege regarding the Lancaster County Board of Zoning Appeals, and the receipt of legal advice subject to the attorney-client privilege regarding litigation filed against the County relative to a zoning matter and to invite the Development Services Director into Executive Session to discuss the second and third matter and to invite John DuBose of Smith Robinson, via conference call, to discuss the third matter.

Charlene McGriff stated that she so moved. Seconded by Brian Carnes. The motion to go into Executive Session Passed by a vote of 7-0. At approximately 7:54 p.m., Council went into Executive Session.

Items Requiring a Vote Following Executive Session

Council came out of Executive Session and Steve Harper called the Council meeting back to order at

approximately 9:08 p.m. Charlene McGriff moved to come out of Executive Session. Seconded by Jose Luis. The motion to come out of Executive Session Passed by a vote of 7-0.

Upon returning to open session, Ginny Merck-Dupont noted that during Executive Session, Council received legal advice subject to the attorney-client privilege regarding a potential contractual matter relating to acquisition of property, received legal advice subject to the attorney-client privilege regarding the Lancaster County Board of Zoning Appeals, and received legal advice subject to the attorney-client privilege regarding litigation filed against the County relative to a zoning matter. She stated that during Executive session, no motions were made and no votes were taken.

Adjournment

Allen Blackmon moved to adjourn the Council meeting. Seconded by Brian Carnes. The motion to adjourn Passed by a vote of 7-0.

There being no further business to discuss, the regular meeting of Council adjourned at approximately 9:09 p.m.

DRAFT

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2024-1890
Contact Person / Sponsor: Brian Fulk / Economic Development
Department: Economic Development
Date Requested to be on Agenda: 2/26/2024

Council Action Requested:

Approve an Infrastructure Reimbursement Payment from the County to the Company equal to 50% of the FILOT payments for year 11 and years 12 through 15 as long as Company maintains an average of 100 employees at the Project during such tax year; Company must pay FILOT payment in full on or before January 15 of each calendar year and County Council determines annually whether to provide an Infrastructure Reimbursement Payment.

Strategic Plan Focus Area Alignment:

Points to Consider:

Project Pennant is an existing company in Lancaster County and largest employer in the Heath Springs area. Part of a group that has been operating since 1944 and, it has operated in the County for over two decades. The company sells wholesale gift and novelty products into retail markets across the country.

Funding and Liability Factors:

N/A

Recommendation:

Approved the Economic Development Incentive amendment.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2024-1890	2/5/2024	Ordinance
Exhibit A	2/5/2024	Exhibit

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

ORDINANCE NO. 2024-1890

AN ORDINANCE

TO AUTHORIZE THE EXECUTION AND DELIVERY OF A SECOND AMENDMENT TO THE FEE AGREEMENT AMONG LANCASTER COUNTY, SOUTH CAROLINA, [PROJECT PENNANT], AND [PROJECT PENNANT AFFILIATE]; AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO.

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 (hereinafter referred to as the “County”), acting by and through its Council (the “Council”), is empowered under and pursuant to the provisions of the Fee in Lieu of Tax Simplification Act, codified as Chapter 44, Title 12 of the Code of Laws of South Carolina 1976, as amended (the “Act”), to enter into fee agreements with industries in connection with the acquisition, enlargement or improvement of industrial and commercial enterprises within the State of South Carolina (the “State”);

(b) the County has previously entered into that certain Fee Agreement among the County, [Project Pennant] (“[Project Pennant]”), and [Project Pennant Affiliate] (“[Project Pennant Affiliate]”) dated as of March 1st, 2011, as amended by a First Amendment to the Fee Agreement among the County, [Project Pennant] and [Project Pennant Affiliate] dated as of May 22nd, 2017 (collectively, the “Fee Agreement”);

(c) in recognition of the substantial investment by [Project Pennant] and [Project Pennant Affiliate] (collectively, “[Pennant]”) in land, improvements and business personal property in the County (collectively, the “Project”), and the creation of jobs at the Project during the term of the Fee Agreement, and at the request of [Pennant], the County desires to provide further assistance to [Pennant], and in connection therewith to make certain amendments to the Fee Agreement pursuant to the terms of a

Second Amendment to the Fee Agreement to be entered into among the County and [Pennant] (the “Second Amendment”); and

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

Section 2. Statutory Findings.

Council makes the following additional findings:

(a) the Project will continue to constitute a “project” as said term is referred to and defined in Section 12-44-30(16) of the Act, and the Second Amendment will promote the purposes enumerated in the Act, and in all respects conform to the provisions and requirements of the Act;

(b) the Project will continue to benefit the general public welfare of the County by providing or maintaining services, employment, recreation, and other public benefits not otherwise provided locally;

(c) neither the Project, the Second Amendment, nor any documents or agreements entered into by the County in connection therewith will constitute or give rise to any pecuniary liability of the County or an incorporated municipality or a charge against its general credit or taxing power;

(d) the purposes to be accomplished by the Project and the Second Amendment are proper governmental and public purposes; and

(e) the inducement of the continued location of the Project within the County and State is of paramount importance, and the benefits of the Project to the public will be greater than the costs.

Section 3. Approval and Execution of Second Amendment.

The form, terms, and provisions of the Second Amendment, attached hereto as Exhibit A, are approved, and all of the terms, provisions, and conditions thereof are incorporated herein by reference as if the Second Amendment 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 Second Amendment in the name of and on behalf of the County, and thereupon to cause the Second Amendment to be delivered to [Pennant]. The Second 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 Second Amendment attached to this ordinance.

Section 4. 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 Second Amendment and the performance of all obligations of the County under and pursuant to the Second Amendment. In determining whether an Infrastructure

Reimbursement Payment will not be paid in any of years twelve through fifteen of each Phase of the Project (as such terms are defined in the Second Amendment, and as provided in the Second Amendment), such determination may be made by Council action (including, but not limited to, an ordinance or a resolution of Council) approved at a subsequent meeting or meetings of Council.

Section 5. 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 6. 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 7. Effective Date.

This ordinance is effective upon third reading.

AND IT IS SO ORDAINED, this ____ day of _____, 2024.

LANCASTER COUNTY, SOUTH CAROLINA

Steve Harper, Chair, County Council

Billy Mosteller, Secretary, County Council

ATTEST:

Sherrie Simpson, Clerk to Council

First Reading: February 12, 2024
Second Reading: February 26, 2024
Public Hearing: March 11, 2024
Third Reading: March 11, 2024

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Exhibit A to Ordinance No. 2024-1890

**Second Amendment to Fee Agreement
Among
Lancaster County and [Project Pennant] and [Project Pennant Affiliate]**

See attached.

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**SECOND AMENDMENT TO THE FEE AGREEMENT
AMONG
LANCASTER COUNTY, SOUTH CAROLINA, [PROJECT PENNANT],
AND [PROJECT PENNANT AFFILIATE]**

This SECOND AMENDMENT TO THE FEE AGREEMENT among LANCASTER COUNTY, SOUTH CAROLINA, [PROJECT PENNANT] and [PROJECT PENNANT AFFILIATE] (the “Second Amendment”), is made as of this ____ day of _____, 2024, by and among [PROJECT PENNANT] (“[PENNANT]”), [PROJECT PENNANT AFFILIATE] (“[PENNANT AFFILIATE]”), and LANCASTER COUNTY, SOUTH CAROLINA (the “County”).

RECITALS

WHEREAS, [PENNANT] and [PENNANT AFFILIATE] (collectively, the “Company”) and the County, acting by and through its County Council (the “County Council”), previously entered into a fee in lieu of tax agreement dated as of March 1st, 2011 (the “Initial Fee Agreement”) pursuant to Title 12, Chapter 44 of the Code of Laws of South Carolina 1976, as amended, in order to provide for the payment of a fee in lieu of taxes with respect to the Company’s proposed manufacturing facilities in the County (the “Project”); and

WHEREAS, the Company and the County previously entered into a First Amendment to the Fee Agreement dated as of May 22nd, 2017 (the “First Amendment” and, together with the Initial Fee Agreement, the “Fee Agreement”), in order to extend the “Investment Period” (as defined therein) and the Company committed to an additional investment of at least \$4,350,000 which was anticipated to result in the creation of at least 45 new full-time jobs in connection with the Project; and

WHEREAS, the Company has requested that the County provide an additional incentive to the Company reimburse the Company for its investment in Infrastructure (as defined in the Fee Agreement) in the form of an annual Infrastructure Reimbursement Payment (as defined below), on a year-to-year basis (as determined by County Council in its sole discretion) for up to five (5) years; and

WHEREAS, the Company has invested significant capital in the Project and has created valuable jobs in the Project meeting the minimum investment and minimum job requirements pursuant to Section 4.2(b) of the Fee Agreement that have provided significant benefits to the County; and

WHEREAS, by passage of Ordinance No. 2024-1890, the County Council approved this Second Amendment.

SECOND AMENDMENT

NOW, THEREFORE, in consideration of the foregoing, \$100.00, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County and the Company hereby agree as follows:

1. Section 1.1 of the Fee Agreement is amended to include the following definition:

“‘Infrastructure Reimbursement Payment’ shall mean the payment to be provided by the County to the Company, as provided in Section 4.1(c) hereof, to reimburse the Company for its investment in Infrastructure, such payment to be derived from FILOT payments: (a) paid by the Company on behalf of the Project, and (b) received and retained by the County pursuant to Article VIII, Section 13 of the South Carolina Constitution, and pursuant to the Agreement for the Development of a Joint Industrial and Business Park (Heath Springs Industrial Park) dated as of April 5, 2011 by and between the County and Chester County, South Carolina (the “Park Agreement”), within which joint county industrial and business park the Project is located. Further, such payment shall be derived from amounts to be distributed within the County as described in Section 6(a)(1) of Ordinance No. 1088 enacted by the County on April 5, 2011 in connection with such Park Agreement.”

2. Section 4.1(c) of the Fee Agreement is amended to read:

“(1) The County agrees that all qualifying capital expenses of the Company during the Investment Period shall qualify for (a) an Infrastructure Credit equal to 95% of the FILOT payments for years one through four of each Phase of the Project, (b) an Infrastructure Credit equal to 50% of the FILOT payments for years five through ten of each Phase of the Project, (c) an Infrastructure Reimbursement Payment equal to 50% of the FILOT payments for year eleven of each Phase of the Project, and (d) an Infrastructure Reimbursement Payment of 50% of the FILOT payments for years twelve through fifteen of each Phase of the Project provided that County Council, in its sole discretion, may determine to not provide an Infrastructure Reimbursement Payment in any of the years twelve through fifteen of each Phase of the Project. This Infrastructure Credit or Infrastructure Reimbursement Payment, as applicable, shall apply to each annual component of the FILOT placed in service during the Investment Period for a period of fifteen years (subject to County Council’s discretion to not provide an Infrastructure Reimbursement Payment in any of the years twelve through fifteen) for each such annual component. The Infrastructure Credit shall be applied as a setoff against the FILOT owed for the then current year and shall apply against the entire FILOT payment due, including any portions that may be allocable to any municipality or school district. The Infrastructure Reimbursement Payment with respect to year eleven of each Phase of the Project shall be paid to the Company by the County within thirty (30) days of the execution of the Second Amendment to this Fee Agreement. With respect to years twelve through fifteen

of each Phase of the Project, unless Council determines, in its sole discretion, to not provide an Infrastructure Reimbursement Payment in any of such years, the County shall make such Infrastructure Reimbursement Payment with respect to such Phase of the Project within thirty (30) days of the County's receipt of the full FILOT payment by the Company for the applicable year. Should County Council determine, in its sole discretion, not to provide an Infrastructure Reimbursement Payment with respect to any of years twelve through fifteen of each Phase of the Project, the County shall so inform the Company within thirty (30) days of the County's receipt of the full FILOT payment by the Company for the applicable year. Notwithstanding the foregoing: (a) no Infrastructure Reimbursement Payment shall be paid to the Company hereunder if the FILOT payment due for the applicable year is not paid by the Company to the County on or before January 15 of the following calendar year, and (b) no Infrastructure Reimbursement Payment shall be paid to the Company hereunder with respect to a FILOT payment for any tax year in which the Company does not maintain an average of 100 employees at the Project during such tax year. Notwithstanding any other provision of this Agreement, the County shall not be obligated to make an Infrastructure Reimbursement Payment to the Company unless and until the Company certifies to the County its compliance with such average employment requirement.

(2) All Infrastructure Credits or Infrastructure Reimbursement Payments set forth in this Fee Agreement shall be calculated as provided in this Fee Agreement but the Company may allocate the total amount of the Infrastructure Credits or Infrastructure Reimbursement Payments to any entity within its group of one or more related entities each year. The Company agrees to provide, no later than May 31 of each year, at the Company's expense, a report containing the calculations and allocations of the Infrastructure Credits and the Infrastructure Reimbursement Payments. The Company may select the party preparing the report subject to the consent of the County, the County's consent not to be unreasonably withheld. The County consents to the preparation of the report by the Company's internal accountants or third party accounting or consulting firms whose services the Company uses on a regular basis."

3. Section 4.1(d) of the Fee Agreement is amended to read:

"The Company agrees to pay for, or cause to be paid, all costs of the Infrastructure as and when due. The Company agrees that, as of any date during the term of this Fee Agreement, the cumulative dollar amount expended by the Company on Infrastructure shall equal or exceed the cumulative dollar amount of all the Infrastructure Credits and Infrastructure Reimbursement Payments received by the Company. For purposes of determining the amount expended on Infrastructure, the County and Company agree that the County may rely on the gross costs of property reported by the Company on its most recently filed PT-300 series form (or comparable form of the department) as equivalent to the cumulative dollar amount expended by the Company on Infrastructure and the

amount invested in the Project and for determining whether the Company has met or exceeded the investment requirement in subsection 4.2(d). In addition, the County and the Company agree that the Infrastructure Credits and Infrastructure Reimbursement Payments shall first apply to real property and infrastructure other than real property, notwithstanding any presumption under state law to the contrary.”

4. Section 4.2(d) of the Fee Agreement is amended to read:

“The Company shall certify to the County Auditor on or before May 31 of each applicable year that the Company has complied with the investment and job requirements contained in this section as of December 31 of the previous calendar year. If the certification is not made on or before May 31 of the applicable year, the Company agrees that the Infrastructure Credits and the Infrastructure Reimbursement Payments, as applicable, are forfeited for that property tax year.”

5. The first sentence of Section 4.2(e) of the Fee Agreement is amended to read:

“Notwithstanding any other provision of this Fee Agreement, the Company acknowledges and agrees that the County’s obligation to provide the FILOT incentive, the Infrastructure Credits, and the Infrastructure Reimbursement Payments ends, and this Fee Agreement is terminated, if the Company closes the Project or otherwise ceases operations at the Project.”

6. Except as amended hereby, the Fee Agreement shall otherwise remain in full force and effect.

IN WITNESS WHEREOF, **LANCASTER COUNTY, SOUTH CAROLINA**,
[PENNANT], AND **[PENNANT AFFILIATE]** each pursuant to due authority, have duly
executed this Second Amendment to the Fee Agreement, all as of the date first above written.

LANCASTER COUNTY, SOUTH CAROLINA

Steve Harper, Chair, County Council

Billy Mosteller, Secretary, County Council

ATTEST:

Sherrie Simpson, Clerk to Council

[PENNANT]

By: _____
Its: _____

PENNANT AFFILIATE

By: _____
Its: _____

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2024-1891
Contact Person / Sponsor: Brian Fulk / Economic Development
Department: Economic Development
Date Requested to be on Agenda: 2/26/2024

Council Action Requested:

Approve to amend Section 6 of Ordinance 1088, relating to the distribution of revenue to be received from the multi-county park created for Heath Springs Industrial Park.

This change outlines that the revenue generated by the Lancaster County portion of the park can be utilized for payment of the Infrastructure reimbursements.

Strategic Plan Focus Area Alignment:

Points to Consider:

This Ordinance is specifically and solely tied to Ordinance 2024-1890.

Funding and Liability Factors:

N/A

Recommendation:

Approve the Economic Development amendment for the Multicounty Park agreement.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2024-1891	2/5/2024	Ordinance

STATE OF SOUTH CAROLINA

)

COUNTY OF LANCASTER

)

ORDINANCE NO. 2024-1891

AN ORDINANCE

TO AMEND SECTION 6 OF ORDINANCE NO. 1088, RELATING TO THE DISTRIBUTION OF REVENUE TO BE RECEIVED FROM THE MULTI-COUNTY PARK CREATED FOR HEATH SPRINGS INDUSTRIAL PARK, SO AS TO PERMIT A PORTION OF THE REVENUE DERIVED FROM INDUSTRIES OR BUSINESSES LOCATED IN SUCH PARK TO BE USED BY THE COUNTY TO MAKE INFRASTRUCTURE REIMBURSEMENT PAYMENTS; AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO.

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

Section 1. Distribution of Park Revenues.

Section 6(a)(1) of Ordinance No. 1088 is amended to read:

“(a) Revenues generated from industries or businesses located in the Lancaster County portion of the Park to be retained by Lancaster County shall be distributed within Lancaster County in accordance with this subsection:

(1) First, unless Lancaster County elects to pay or credit the same from only those revenues which Lancaster County would otherwise be entitled to receive as provided under item (3) below, to pay annual debt service on any special source revenue bonds issued by Lancaster County pursuant to, or to be utilized as-a to make a payment or to provide a credit in the manner provided in Section 4-1-175, Code of Laws of South Carolina 1976, as amended;

Section 2. Conflicting Provisions.

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

Section 3. Severability.

If any section of this ordinance is, for any reason, determined to be void or invalid by a court of competent jurisdiction, it shall not affect the validity of any other section of this ordinance which is not itself void or invalid.

Section 4. Effective Date.

This ordinance is effective upon third reading.

SIGNATURES FOLLOW ON NEXT PAGE.

AND IT IS SO ORDAINED, this ____ day of _____, 20__.

LANCASTER COUNTY, SOUTH CAROLINA

Steve Harper, Chair, County Council

Billy Mosteller, Secretary, County Council

ATTEST:

Sherrie Simpson, Clerk to Council

First Reading: February 12, 2024
Second Reading: February 26, 2024
Public Hearing: March 11, 2024
Third Reading: March 11, 2024

Approved as to form:

County Attorney

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Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2024-1892
Contact Person / Sponsor: Brian Fulk / Economic Development
Department: Economic Development
Date Requested to be on Agenda: 2/26/2024

Council Action Requested:

Approve an amended and restated Fee Agreement to reflect a change in job commitment from 1300 to 600 AND to reduce the duration of the Special Source Revenue Credit from 20 years to 16 years.

Strategic Plan Focus Area Alignment:

Points to Consider:

Red Ventures is the 2nd largest employer in Lancaster County and continues to grow and invest.

The County and RV-Imagitas, LLC first entered into an economic development agreement in 2016, which was then amended to add additional land to the agreement in 2019.

The underlying agreement outlines a 30-year timeframe and a \$100 million investment in the County.

This amendment lowers the number of jobs to be created and maintained to 600 employees and reduces the number of years the company is eligible for Special Source Revenue Credits.

Funding and Liability Factors:

RV Imagitas, LLC as an employer and the FILOT Payments they have made have been and will continue to be beneficial to the County.

The County has evaluated RV-Imagitas on all criteria prescribed by law, including the anticipated dollar amount and nature of the investment to be made and believes they can satisfy all requirements and have put safeguards in place, should they not meet the outlined requirements.

Recommendation:

Approve a second amendment to the Economic Development agreement.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2024-1892	2/5/2024	Ordinance
Exhibit A Amended & Restated Fee Agreement Red Ventures	2/5/2024	Exhibit

STATE OF SOUTH CAROLINA

)

ORDINANCE 2024-1892

COUNTY OF LANCASTER

)

)

TO AUTHORIZE AND APPROVE THE EXECUTION AND DELIVERY OF AN AMENDED AND RESTATED FEE AGREEMENT BY AND AMONG LANCASTER COUNTY, SOUTH CAROLINA, RV-IMAGITAS, LLC AND LANCASTER REAL ESTATE GROUP, LLC; AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO.

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

Section 1. Findings and Determinations

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 under and pursuant to the provisions of the Code of Laws of South Carolina 1976, as amended (the “Code”), and specifically Title 12, Chapter 44 of the Code (the “Fee in Lieu of Tax Simplification Act” or “FILOT Act”), to enter into agreements with business and industry, to offer certain privileges, benefits, and incentives as inducements for economic development within the County whereby the industry would pay fees in lieu of *ad valorem* taxes (“FILOT Payments”) with respect to qualified business and industrial projects, through all such powers the industrial development of the State of South Carolina (the “State”) will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate or remain and expand in the State and thus utilize and employ the workforce, products and resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise adequately provided locally; and

(b) The County, acting by and through its Council, is authorized and empowered to establish, in conjunction with one or more other counties, multicounty parks (each, an “MCP”) pursuant to Article VIII, Section 13(D) of the Constitution of South Carolina, and Sections 4-1-170, 4-1-172, and 4-1-175 of the Code, as amended (the “MCP Act”) to further the investment of capital and the creation of jobs in the County, and to facilitate the provision of special source revenue credits; and

(c) Section 12-44-70 of the FILOT Act, Section 4-1-175 of the MCP Act and Section 4-29-68 of the Code authorizes the Council to provide special source revenue credits (“SSRCs”) that are applied against FILOT Payments made pursuant to the FILOT Act and MCP Act to reimburse a project for the costs of designing, acquiring, constructing, improving, or expanding, among other things, (i) infrastructure serving the project, or (ii) improved or unimproved real estate and personal property, including machinery and equipment, used in the operation of a manufacturing or commercial enterprise in order to enhance the economic development of the County; and

(d) RV-Imagitas, LLC and Lancaster Real Estate Group, LLC (collectively, the “Companies”), are party to that certain amended Fee Agreement, dated as of December 9, 2019, by and among the Companies and the County, pursuant to which the Companies committed to making investment in real and personal property located in the County (the “Project”); and

(e) The Companies and the County desire to amend the Fee Agreement to adjust the Jobs Commitment and approved SSRs, pursuant to the terms and conditions of a Amended and Restated Fee Agreement by and among the Companies and the County, attached to this ordinance as Exhibit A (the “Amended and Restated Fee”); and

(f) It is the purpose of this ordinance to effectuate the approval of the Amended and Restated Fee.

Section 2. Statutory Findings

Council makes the following additional findings:

- (a) The Project will constitute a “project” as referred to and defined in the FILOT Act, and the County’s actions herein will subserve the purposes and in all respects conform to the provisions and requirements of the FILOT Act.
- (b) The Project and the FILOT Payments are beneficial to the County, and the County has evaluated the Project based on 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, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes.
- (f) The inducement of the location 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 3. Approval of Amended and Restated Fee

The form, terms, and provisions of the Amended and Restated Fee, attached to this ordinance as Exhibit A, are authorized, ratified and approved, and all the provisions, terms, and conditions thereof are authorized, ratified and approved and incorporated herein by reference as if the Amended and Restated Fee were set out in this ordinance in its entirety. The Council Chair and Council Secretary are authorized, empowered, and directed to execute the Amended and Restated Fee in the name of and on behalf of the County, and thereupon to cause the Amended and Restated Fee to be delivered to the Company and performed by the County. The Amended and Restated Fee 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 official or officials of the County executing the same, upon the advice of counsel to the County, each such official’s execution thereof to constitute conclusive evidence of such official’s approval of any and all changes or revisions therein from the form of the Amended and Restated Fee attached to this ordinance.

Section 4. Authority to Act

The Council Chair, Council Secretary, Clerk to County, County Administrator, County Attorney and all other appropriate officials of the County are (and each acting individually is) hereby authorized, empowered, and directed to take such actions and to execute such agreements, certificates, or other documents as may be necessary to effectuate the purposes of this ordinance, and the performance of all obligations of the County under and pursuant to the Amended and Restated Fee.

Section 7. Severability

If a section, phrase, sentence, or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, the invalid or unconstitutional portion is deemed a separate, distinct, and independent provision, and the holding shall not affect the validity of the remaining portions of this ordinance.

Section 8. Conflicting Provisions

To the extent this ordinance contains provisions that conflict with provisions contained elsewhere in the Lancaster County Code or other County ordinances and resolutions, 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 _____, 2024.

LANCASTER COUNTY, SOUTH CAROLINA

Steve Harper, Chair, County Council

Billy Mosteller, Secretary, County Council

ATTEST:

Sherrie Simpson, Clerk to Council

First Reading: February 12, 2024

Second Reading: February 26, 2024

Third Reading: March 11, 2024

Public Hearing: March 11, 2024

Approved as to form:

Ginny L. Merck-Dupont, County Attorney

Exhibit A to Ordinance 2024-1892

AMENDED AND RESTATED FEE

See attached.

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Amended and Restated

FEE AGREEMENT

by and between

LANCASTER COUNTY, SOUTH CAROLINA,

RV-IMAGITAS LLC

and

LANCASTER REAL ESTATE GROUP, LLC

Dated as of _____, 2024

AMENDED AND RESTATED FEE-IN-LIEU OF TAX AGREEMENT

The original FEE AGREEMENT was dated as of September 12, 2016, by and between LANCASTER COUNTY, SOUTH CAROLINA, a body politic and corporate and a political subdivision of the State of South Carolina (the "County"), RV-IMAGITAS LLC, a North Carolina limited liability company ("Sponsor"), and LANCASTER REAL ESTATE GROUP, LLC, a North Carolina limited liability company ("Sponsor Affiliate") (Sponsor and Sponsor Affiliate are collectively referred to herein as the "Companies").

Pursuant to a First Amendment to the Fee Agreement dated as of December 9, 2019, the Agreement was amended to include certain land as part of the "Land" upon which the Project is located. This Amended and Restated Fee Agreement contains that amendment. This Amended and Restated Fee Agreement (referred to hereafter as the "Agreement") is made and entered into as of _____, 2024, by and among the County acting by and through its County Council (the "County Council") as the governing body of the County, the Sponsor and the Sponsor Affiliate.

WITNESSETH:

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

WHEREAS, the Companies propose to expand their technology based sales and marketing business operations in the County (the "Project"); and

WHEREAS, the Companies anticipate that the Project will result in the creation of approximately 600 new full time jobs and an investment of \$100,000,000 in the County; and

WHEREAS, the County Council approved on January 25, 2016 Resolution No. 0908--R2016 (the "Inducement Resolution"), an 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 the original Fee Agreement; and

WHEREAS, as a result of the Companies expanding operations in the County, the Companies requested that the County complete the FILOT arrangement referred to in the Inducement Resolution by entering into this Agreement with the Companies pursuant to the Act, and the Companies elect to enter into such FILOT arrangement with the County in an effort to

encompass the terms surrounding the Project and allowing the Companies to make FILOT payments pursuant to the Act; and

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

WHEREAS, it is presently anticipated, but not required, that Sponsor will hereafter own (if not already so owned), that portion of the Project composed of personal property now or hereafter located on the Land; 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: RV-Imagitas LLC; Lancaster Real Estate Group, LLC; Lancaster County, South Carolina
2. County, street address, parcel number or other location identifier of the Project and property to be subject to this Agreement:

Lancaster County, see Exhibit A
3. Minimum investment agreed upon: \$100,000,000
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%

6. Millage rate applicable for each year of this Agreement: 289.4 mills, the millage rate in effect on June 30, 2015
7. Schedule showing the amount of the fee and its calculation for each year of this Agreement: Waived by the County and the Companies.
8. Schedule showing the amount to be distributed annually to each of the affected taxing entities: Waived by the County and the Companies.
9. Statements
 - (a) The Project is to be located in a multi-county park;
 - (b) Disposal of property subject to payments-in-lieu-of-taxes is allowed;
 - (c) Special Source Revenue Credits shall be given to the Economic Development Property in amounts equal to 50% of Negotiated FILOT Payments for each of the sixteen consecutive years following the year in which such portion of the Project is placed in service.
 - (d) Payment will not be modified using a net present value calculation; and
 - (e) Replacement property provisions will apply.
10. Any other feature or aspect of this Agreement which may affect the calculation of items (7) and (8) of this summary. Waived by the County and the Companies.
11. Description of the effect upon the schedules required by items (7) and (8) of this summary of any feature covered by items (9) and (10) not reflected in the schedules for items (7) and (8): Waived by the County and the Companies.
12. Which party or parties to this Agreement are responsible for updating any information contained in this summary: Waived by the County and the Companies.

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

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

"Administration Expense" shall mean the reasonable and necessary out-of-pocket expenses, including attorneys' fees, incurred by the County with respect to: (i) the preparation, review, approval and execution of this Agreement, (ii) the preparation, review, approval and

execution of other documents related to this Agreement and any multi-county park documents; and (iii) the fulfillment of its obligations under this Agreement and any multi-county park documents, and in the implementation and administration of the terms and provisions of the documents after the date of execution thereof

"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, as applicable the Fee Agreement by and among the County and the Companies, dated as of September 12, 2016, and this Amended and Restated 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 _____, 2024.

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

"Companies" shall mean Sponsor and Sponsor Affiliate, collectively.

"Company" shall mean each of Sponsor and Sponsor Affiliate.

"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; provided, however, that the County and the Companies specifically agree that such term shall only include property that is used for business purposes other than as retail space, hotels or restaurants. For the avoidance of doubt, the term "Economic Development Property" shall include restaurants located on the Project that primarily serve employees of the Companies or their Affiliates and the families and guests of such employees.

"Equipment" shall mean all machinery, equipment, furnishings, and other personal property acquired by Sponsor or Sponsor Affiliate 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) property acquired or constructed by Sponsor or Sponsor Affiliate 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 (b) modifications which constitute an expansion of Existing Property.

"*FILOT*" shall mean the fee-in-lieu of taxes, which Sponsor or Sponsor Affiliate are obligated to pay to the County pursuant to Section 5.01 hereof.

"*FILOT Payments*" shall mean the payments to be made by Sponsor or Sponsor Affiliate to Section 5.01 hereof.

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

"*Investment Commitment*" shall mean the agreement of the Companies to make investments with respect to the Project as set forth in Sections 2.02(d) and 4.01 of this Agreement.

"*Investment Period*" shall mean the period beginning with the first day that Economic Development Property is purchased or acquired and ending on the date that is seven 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 and Sponsor Affiliate to create jobs with respect to the Project as set forth in Section 2.02(e) 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 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.

"*Non-Qualifying Property*" shall mean that portion of the Project consisting of: (i) property as to which Sponsor or Sponsor Affiliate incurred expenditures prior to the Investment Period or, except as to Replacement Property, after the end of the Investment Period; (ii) Existing Property; (iii) any Released Property or other property which fails or ceases to qualify for Negotiated FILOT Payments, including without limitation property as to which the Companies have terminated the Negotiated FILOT pursuant to Section 4.03(a)(iii) hereof; and (iv) property that would otherwise qualify as Economic Development Property, but is primarily

used as retail space, hotels or restaurants; provided, however, that restaurants located on the Project that primarily serve employees of the Companies or their Affiliates and the families and guests of such employees shall not be deemed to be "Non-Qualifying Property." The Companies agree that the real estate improvements on the Land as of the date of this Agreement shall constitute Non-Qualifying Property for purposes of this Agreement.

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

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

"Project Commitment" shall mean the (i) Investment Commitment, and (ii) Jobs Commitment.

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

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

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

"State" shall mean the State of South Carolina.

"Streamlined FILOT Act" shall mean Title 4, Chapter 12 of the Code, as amended through the date hereof

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

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

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

ARTICLE II

REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

(d) For the Project, Sponsor, along with Sponsor Affiliate, commits to an investment of at least One Hundred Million Dollars (\$100,000,000) in Economic Development Property by the end of the Investment Period. The investment amount shall not include any amount paid by the Companies for real estate improvements on the land existing as of the date of this Agreement. Investments made by Sponsor Affiliate in Economic Development Property shall be included in the determination whether Sponsor has fulfilled its commitment made in this item to invest in the Project.

(e) For the Project, Sponsor, along with. Sponsor Affiliate, commits to create, not later than the end of the Investment Period, not less than six hundred (600) new full time jobs (*i.e.*, at least thirty (30) hours per week) with health care benefits. Jobs created by Sponsor Affiliate shall be included in the determination whether Sponsor has fulfilled its commitment made in this item to create jobs.

(f) The income tax year of Sponsor, and accordingly the property tax year, for federal income tax purposes is a 52/53 week fiscal year ending on the Saturday closest to December 31.

(g) 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.

(h) Sponsor intends to operate its portion of the Project as a part of its technology based sales and marketing businesses. The Project constitutes a "project" and "economic development property" as provided under the Act

Section 2.03. Representations and Warranties by Sponsor Affiliate. Sponsor Affiliate makes the following representations and warranties as the basis for the undertakings on its part herein contained:

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

(b) The agreements with the County with respect to the FILOT have been instrumental in inducing Sponsor Affiliate 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 Affiliate are pending or threatened against or affecting Sponsor Affiliate 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.

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, any Company and the County express their intentions that such payments be reformed so as to afford the Companies benefits commensurate with those intended under this Agreement as then permitted by law, including without limitation any benefits afforded under the Code, to the extent allowed by law. Absent the legal authorization to effect such reformation, the Companies and the County agree that there shall be due hereunder, with respect to the portion of the Economic Development Property affected by such circumstances, *ad valorem* taxes and that, to the extent permitted by law, each Company shall be entitled: (1) to enjoy the five-year exemption from *ad valorem* taxes (or fees in lieu of taxes) provided by Article X, Section 3 of the Constitution of the State, and any other exemption allowed by law; (2) to enjoy all allowable depreciation; and (3) to receive other tax credits which would be due if such Company were obligated to pay *ad valorem* taxes hereunder. To the extent that under such circumstances the Negotiated FILOT Payments hereunder are required by law to be subject to retroactive adjustment, then there shall be due and payable by such Company to the County with respect to the portion of the Economic Development Property in question an amount equal to the difference between the Negotiated FILOT Payments theretofore actually paid and the amount which would have been paid as *ad valorem* taxes, together with, but only if required by law, interest on such deficiency as provided in Section 12-54-25(D) of the Code. Each Company agrees that if this Agreement is reformed as provided in this Section or if retroactive adjustments are made, then under no circumstances shall the County be required to refund or pay any monies to the Companies.

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

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

ARTICLE IV

INVESTMENT BY COMPANIES IN PROJECT; MAINTENANCE AND MODIFICATION OF PROJECT

Section 4.01. Investment by Companies in Project. For the Project, the Companies agree to invest at least One Hundred Million Dollars (\$100,000,000) in Economic Development Property by the end of the initial Investment Period. The investment amount shall not include any amount paid by any Company for real estate improvements on the Land existing as of the date of this Agreement. Investments made by Sponsor or Sponsor Affiliate in Economic Development Property shall be included in any determination whether the Companies have fulfilled their commitment made in this Section to invest in the Project.

Section 4.02. Reporting and Filing.

(a) Sponsor agrees to provide a copy of Form PT-443 filed with the Department of Revenue to the County Auditor and the County Assessor of the County and any multi-county park partner county not later than 30 days after execution and delivery of this Agreement. Each year during the term of this Agreement, each Company shall deliver to the County Auditor, the County Assessor, and the County Treasurer, a copy of their most recent annual filings made with the Department of Revenue with respect to the Project, not later than thirty (30) days following delivery thereof to the Department of Revenue

(b) (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 paragraph (a) (collectively, "Filings").

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

(c) The County acknowledges and understands that the Companies may have and maintain at the Project certain confidential and proprietary information, including, but not limited to, trade secrets, financial, sales or other information concerning the Companies' operations and processes ("Confidential Information") and that any disclosure of the Confidential Information could result in substantial harm to the Companies and could have a significant detrimental impact on the Companies' employees and also upon the County. Except as required by law, including, without limitation, court orders, the County agrees to use its best reasonable efforts to keep confidential, and to cause employees, agents and representatives of the County to keep confidential, the Confidential Information which may be obtained from the Companies,

their agents or representatives, when the Confidential Information is clearly marked and identified as Confidential Information and known to the County to be Confidential Information. The County shall not knowingly and willfully disclose and shall cause all employees, agents and representatives of the County not to knowingly and willfully disclose the marked and identified Confidential Information to any person or entity other than in accordance with the terms of this Agreement. If a demand is made for the release, under color of law, to a third party of any Confidential Information, the County shall notify the Companies and give the Companies the opportunity to contest the release.

Section 4.03 Modification of Project.

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

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

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

(iii) Each Company may, at any time in its discretion by written notice to the County, remove any real or personal property from the Negotiated FILOT (as defined in Section 5.01) set forth in this Agreement, and thereafter such property will be considered Non-Qualifying Property and will be subject to FILOT Payments as set forth in Section 5.01(b)(i)(1) 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) For the Project:

- (1) With respect to any portion of the Project consisting of 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 Non-Qualifying Property if it were taxable giving effect to all credits, exemptions, rebates and abatement that would be available if such undeveloped land or Non-Qualifying Property were taxable; and
- (2) With respect to those portions of the Project consisting of Economic Development Property, for each of the thirty consecutive years following the year in which such portion of the Project is placed in service, a payment calculated each year as set forth in paragraphs (c) and (d) of this Section 5.01 (a "Negotiated FILOT").

(c) The Negotiated FILOT Payments shall be calculated with respect to each property tax year based on: (1) the fair market value (determined in accordance with Section 12-44-50(A)(1)(c) of the Code) of the improvements to real property and Equipment included within the Project theretofore placed in service (less, for Equipment, depreciation allowable for property tax purposes as provided in Section 12-44-50(A)(1)(c) of the Code), (2) a fixed millage rate equal to 289.4 mils, the millage rate in effect on June 30, 2015, for the entire term of this Agreement, 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 given to the Economic Development Property in amounts equal to 50% of Negotiated FILOT Payments for each of the sixteen consecutive years following the year in which such portion of the Project is placed in service.

(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)(1) above, as permitted by Section 4.03(a)(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 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 thirty-year FILOT period for the property which it is replacing.

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

(h) In the event that the Act or the FILOT or any portion thereof, are declared, by a court of competent jurisdiction following allowable appeals, invalid or unenforceable, in whole or in part, for any reason, the Companies and the County express their intentions that such payments be reformed so as to afford the Companies the maximum benefit then permitted by law, including, without limitation, the benefits afforded under Section 12-44-50 of the Code and, specifically, that the Companies may, at the Companies' expense, exercise the rights granted by Section 12-44-160 of the Code. If the Project is deemed not to be eligible for a Negotiated FILOT pursuant to the Act in

whole or in part, the Companies and the County agree that the Companies shall pay an alternate fee-in-lieu of tax calculated in the manner set forth in Section 5.01(b)(i)(1) 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 or Sponsor Affiliate does not exceed Two Million Five Hundred Thousand Dollars (\$2,500,000.00) by the end of the applicable Investment Period ("**Act Minimum Investment Requirement**"). If terminated pursuant to this subsection (i), the Negotiated FILOT Payments shall revert retroactively to payments equivalent to what the *ad valorem* taxes would have been with respect to the property absent this Agreement. At the time of termination, the Companies shall pay to the County an additional fee equal to the difference between the total amount of property taxes that would have been paid by the Companies had the project been taxable, taking into account exemptions from property taxes that would have been available to the Companies, and the total amount of fee payments actually made by the Companies. This additional amount is subject to interest as provided in Section 12-54-25. The Companies agree, if the Negotiated FILOT Payments revert to payments equivalent to what the *ad valorem* taxes would be pursuant to this subsection (i), that under no circumstance shall the County be required to refund or pay any monies to any Company.

(j) (1) If the Companies satisfy the Act Minimum Investment Requirement but do not satisfy either the Investment Commitment or the Jobs Commitment or both, the Companies shall be required to repay to the County a portion of the Special Source Revenue Credits received and the repayment amount shall be calculated as follows:

Repayment Amount = Total Amount of Special Source Revenue Credits Received minus [dollar amount of Special Source Revenue Credits received times Clawback Achievement Percentage]

Clawback Achievement Percentage = [(Maximum Investment Achieved During Investment Period / \$100,000,000) + (Number of Jobs Meeting Jobs Commitment / 600)] ÷ 2. *Provided, however*, that neither of the two computations may be more than one hundred percent (100%).

For example, and by way of example only, if the Companies satisfied the Act Minimum Investment Requirement during the Investment Period, created 600 jobs meeting the Jobs Commitment but only achieved a maximum investment of \$90,000,000, and if the Companies had received \$1,500,000 in Special Source Revenue Credits, the Repayment Amount would be \$75,000, calculated as follows:

Clawback Achievement Percentage = $(\$90,000,000 / \$100,000,000) + (600 / 600) \div 2 = (90\% + 100\%) \div 2 = 190 \div 2 = 95\%$

Repayment Amount = $\$1,500,000 - (\$1,500,000 \times 95\%) = \$1,500,000 - \$1,425,000 = \$75,000$.

(2) If the Companies are required to make a repayment to the County pursuant to subsection (j)(1) of this section, then the Companies are not eligible for any Special Source Revenue Credits after the end of the Investment Period.

(3) In the event that both the Investment Commitment and the Jobs Commitment are satisfied by the end of the Investment Period, but following the Investment Period, investment in the Project, without regard to depreciation or other diminution in value, falls below the investment level set forth in the Investment Commitment or the number of, full-time jobs falls below that set forth in the Jobs Commitment, then the Companies agree that the Companies forfeit the Special Source Revenue Credit for the year in which either the Investment Commitment or the Jobs Commitment, or both, is not maintained. On or before May 31 of the year following the end of the Investment Period, and for each year thereafter that the Companies would be eligible for a Special Source Revenue Credit, the Companies shall certify to the County Auditor that the Companies have complied with the Investment Commitment and Jobs Commitment, and, to the extent that the credit would apply to a year after the end of the Investment Period, that the Companies have maintained the Investment Commitment and Jobs Commitment. If the certification is not made by, or is received after, May 31 of the applicable year (2024), then the Companies agree that the Special Source Revenue Credits are forfeited for the then applicable year. Given that the investment period is seven years from September 12, 2016, the certification is first due May 31, 2024.

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

(1) Notwithstanding any other provision of this Agreement, the Companies acknowledge and agree that County's obligation to provide the FILOT incentive and the Special Source Revenue Credits ends, and this Agreement is terminated, if the Companies cease operations. For purposes of this Section 5.01(1), "**cease operations**" means permanent closure of the facility. The provisions of Section 5.01(j) relating to clawback apply if this Agreement is terminated in accordance with this subsection prior to the end of the Investment Period and before the Companies have achieved the Investment Commitment and Jobs Commitment. The Companies agree that if this Agreement is terminated pursuant to this Section 5.01(1), 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(h) of this Agreement and for any lawful purpose that is authorized pursuant to the Act.

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

Section 8.03. Indemnification. Sponsor and Sponsor Affiliate release 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, agree that the Indemnified Parties shall not be liable for, and agree 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 and Sponsor Affiliate further agree 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 and Sponsor Affiliate shall indemnify and hold them harmless against all claims by or on behalf of any Person, firm, or corporation or other legal entity arising out of the same and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, provided, however, that nothing herein shall absolve the Indemnified Parties from, or entitle the Indemnified Parties to indemnification from, any obligation such Indemnified Party has specifically agreed to undertake (including, without limitation, the obligation to place and maintain the Land within a multi-county park). If any action, suit, or proceeding is brought against any Indemnified Party to which such Indemnified Party is entitled to indemnification, such Indemnified Party shall promptly notify the Companies, and the Companies shall have the sole right and duty to assume, and shall assume, the defense thereof, at its expense, with full power to litigate, compromise, or settle the same in its sole discretion; provided the Companies shall obtain the prior written consent of the County to settle any such claim unless such claim is for monetary damages for which the Companies have the ability to, and do, pay. Notwithstanding the foregoing, if the Indemnified Party is the County, in the event the County reasonably believes there are defenses available to it that are not being pursued or that the counsel engaged by the Companies reasonably determines that a conflict of interest exists between the County and the Companies, the County may, in its sole discretion,

hire independent counsel to pursue its own defense, and the Companies shall be liable for the reasonable cost of such counsel.

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

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

ARTICLE IX

FINANCING ARRANGEMENTS; CONVEYANCES; ASSIGNMENTS

Section 9.01. Conveyance of Liens and Interests; Assignment. Each Company may at any time: (a) transfer all or any of its rights and interests hereunder or with respect to the Project to any Person; or (b) enter into any lending, financing, security, or similar arrangement or succession of such arrangements with any financing entity with respect to the Agreement or the Project, including without limitation any sale, leaseback, or other financing lease arrangement; provided that, in connection with any of the foregoing transfers: (i) except in connection with any transfer to Sponsor or Sponsor Affiliate (collectively, the "Related Entities"), or transfers pursuant to clause (b) above (as to which such transfers the County hereby consents), such Company shall first obtain the prior written consent or subsequent ratification of the County; (ii) except where a financing entity, which is the income tax owner of all or part of the Project, is the transferee pursuant to clause (b) above and such transferee or financing entity assumes in writing the obligations of such Company hereunder, or where the County consents in writing, no such transfer shall affect or reduce any of the obligations of such

Company hereunder, but all obligations of such Company hereunder shall continue in full force and effect as the obligations of a principal and not of a guarantor or surety; (iii) such Company, transferee, or financing entity shall, within 60 days thereof, furnish or cause to be furnished to the County and the Department of Revenue a true and complete copy of any such transfer agreement; and (iv) such Company and the transferee shall comply with all other requirements of the Transfer Provisions.

Each Company acknowledges that such a transfer of an interest under this Agreement or in the Project may cause the Project to become ineligible for a Negotiated FILOT 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 thirty 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 or Sponsor Affiliate 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 shall be calculated as provided in

Section 5.01(j) hereof The County's rights to receive payment for such *ad valorem* taxes and its rights to enforce the terms of this Agreement shall survive termination of this Agreement.

ARTICLE XI

EVENTS OF DEFAULT AND REMEDIES

Section 11.01. Events of Default by Companies. (a) Any one or more of the following events (herein called an "Event of Default", or collectively "Events of Default") shall constitute an Event of Default by the Companies:

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

(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 (a), 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 (b) 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; or

(3) a cessation of operations at the Project.

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

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

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

(b) have access to and inspect, examine, and make copies of the books, records, and accounts of the Companies pursuant to Section 4.02(b)(2) and (3); or

(c) take whatever action at law or in equity as may appear necessary or desirable to collect the amounts then due and thereafter to become due or to enforce

observance or performance of any covenant, condition, or agreement of the Companies under this Agreement.

Section 11.03. Default by County. Upon the default of the County in the performance of any of its obligations hereunder, any Company may take whatever action at law or in equity as may appear necessary or desirable to enforce its rights under this Agreement, including without limitation, a suit for mandamus or specific performance. Provided, however, that anything herein to the contrary notwithstanding, any financial obligation the County may incur hereunder, including for the payment of money, shall not be deemed to constitute a pecuniary liability or a debt or general obligation of the County.

ARTICLE XII

MISCELLANEOUS

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

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

Section 12.03. Intentionally Omitted.

Section 12.04. Administration Expenses. (a) The Companies agree to reimburse the County from time to time for its Administration Expenses promptly upon written request therefore, but in no event later than thirty (30) days after receiving the written request from the County. The written request shall include a description of the nature of the Administration Expenses.

(b) The Companies agree to reimburse the County for expenses incurred by the County for accountants and similar experts used by the County in the computation, preparation and verification of the annual Fee 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 deemed to be properly given or made if sent by United States first class mail, postage prepaid or via facsimile or other commonly-used electronic transmission or reputable courier service, addressed as follows or to such other persons and places as may be designated in writing by such party.

(a) As to the County:

County of Lancaster, South Carolina
ATTN: Dennis Marstall, County Administrator
101 N. Main St. (29720)
P.O. Box 1809 (29721-1809)
Lancaster, South Carolina
Phone: (803) 416-9300
[Email: dmarstall@lancastersc.net](mailto:dmarstall@lancastersc.net)

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

Ginny Merck-Dupont
County Attorney, Lancaster County
101 N. Main St. (29720)
P.O. Box 1809 (29721-1809)
Lancaster, South Carolina
Telephone: (803) 416 - 9426
Fax: (803) 285 - 3361
[Email: gmerckdupont@lancastersc.net](mailto:gmerckdupont@lancastersc.net)

(b) As to the Sponsor:

RV-Imagitas LLC
ATTN: Ben Braun
1101 Red Ventures Drive
Fort Mill, South Carolina 29707
Telephone: 704-697-1307
[Email: bbraun@redventures.com](mailto:bbraun@redventures.com)

As to the Sponsor Affiliate:

Lancaster Real Estate Group, LLC
ATTN: Ben Braun
1101 Red Ventures Drive
Fort Mill, South Carolina 29707
Telephone: 704-697-1307
[Email: bbraun@redventures.com](mailto:bbraun@redventures.com)

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

Mr. Burnet R. Maybank, III
Adams and Reese, LLP
1221 Main Street, Suite 1200
Columbia, SC 29201
Phone: 803- 212-6519
Email: burnie.maybank@arlaw.com

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

Section 12.08. Entire Understanding. This Agreement expresses the entire understanding and all agreements of the parties hereto with each other, and neither party hereto has made or shall be bound by any agreement or any representation to the other party which is not expressly set forth in this Agreement or in certificates delivered in connection with the execution and delivery hereof.

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

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

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

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

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

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

[SIGNATURE PAGE TO FOLLOW]

EXHIBIT A

Land

The real property on which the Project may be located is identified below. Parcel references are to the Recombination Plat of Lancaster Real Estate Parcels prepared by The Isaacs Group dated June 14, 2016, and recorded with the Register of Deeds for Lancaster County, South Carolina in Plat Book 2016, Page 538 (the "Recombination Plat").

Parcel A, 18.701 acres — Tax Map No. 0.005-00-103.08. Parcel A is the product of the recombination of former Tax Map Nos. 0005-00-103.08 and 0005-00-103.04 and the split of former Tax Map No. 0005-00-103.01.

Parcel B, 11.416 acres — Tax Map No. 0005-00-103.07. Parcel B is the product of the recombination of former Tax Map No. 0005-00-103.07 and the split of former Tax Map Nos. 0005-00-103.01 and 0005-00-118.00.

Parcel C, 3.083 acres — Tax Map No. 0005-00-103.06. Parcel C is the product of the split of former Tax Map No. 0005-00-103.06.

Parcel D, 5.913 acres — Tax Map No. 0005-00-118.00. In the recombination, Parcel D is the product of the split of former Tax Map Nos. 0005-00-118.00 and 0005-00-103.06.

Parcel E, 7.416 acres — Tax Map No. 0005-00-107.00. Parcel E is the "loop" road identified on the Recombination Plat as Red Ventures Drive, formerly 521 Corporate Center Drive, a 50' public right-of-way recorded with the Register of Deeds for Lancaster County, South Carolina in Deed Book 2006, Page 216.

Parcel F, 21.449 acres — Tax Map No. 0005-00-105.00. In the recombination, Parcel F is the product of the split of former Tax Map Nos. 0005-00-103.06, 0005-00-118.00, 0005-00-105.00, 0005-00-106.00, and 0005-00-107.00.

Parcel G, 94.374 acres — Tax Map No. 0005-00-106.00. In the recombination, Parcel G is the product of the split of former Tax Map Nos. 0005-00-105.00, 0005-00-106.00, and 0005-00-107.00 and the recombination of former Tax Map Nos. 0005-00-108.00, 0008-00-014.00, 000800-031.00, and 0008-00-030.00.

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

IN WITNESS THEREOF, the County, acting by and through the County Council, has caused this Amended and Restated Fee Agreement to be executed in its name and behalf by the Council Chair and Council Secretary and to be attested by the Clerk to Council; and the Companies have caused this Amended and Restated 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

Billy Mosteller, Secretary, County Council

ATTEST:

Sherrie Simpson, Clerk to Council

RV-IMAGITAS LLC

By: _____
Name: _____
Title: _____

LANCASTER REAL ESTATE GROUP, LLC

By: _____
Name: _____
Title: _____

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2023-1877 / Planning Case Number: RZ-2023-1464

Contact Person / Sponsor: M. Blaszyk / Planning Department

Department: Planning

Date Requested to be on Agenda: 2/26/2024

Council Action Requested:

Application by Brian Cillian/Greybridge MacMillan LLC and LEH SC MacMillan LLC to rezone 7.286 acres at 1662 MacMillan Park Drive (TM# 0007-00-008.05) from Light Industrial (LI) to Institutional (INS) District in order to convert existing structure to a K-12 private school facility.

Strategic Plan Focus Area Alignment:

Points to Consider:

SC State Code Section 6-29-1145 states that "If a local planning agency has actual notice of a restrictive covenant on a tract or parcel of land that is contrary to, conflicts with, or prohibits the permitted activity...the local planning agency must not issue [a permit for any planning-related action] unless the local planning agency receives confirmation from the applicant that the restrictive covenant has been released for the tract or parcel of land by action of the appropriate authority or property holders or by court order."

The First Amendment to MacMillan Business Park Amended and Restated Declaration of Covenants, Conditions and Restrictions are attached.

Additional Points to Consider:

The proposed private school is located within an existing industrial park. With its neighbors being Continental Tire and Unique Loom Facility

This site is one of the few contiguous tracts of Light Industrial Zoned land within the Panhandle.

Previous tenant has a Fee-in-lieu Agreement with Lancaster County, this will not be transferred to the current tenant.

The applicant is claiming the site will not cross the 50-trip threshold for a Traffic Impact Analysis. Other uses in this area (daycares, for instance) were required to get a TIA before rezoning, and considering the school will relocate facilities from NC with students following, staff believes that a TIA for this use would be a reasonable request.

Funding and Liability Factors:

Liability 1: the Comprehensive Plan map amendment, that was a companion ordinance, failed at the 1-22-2024 Council meeting.

Liability 2: the property is one of the last sections of Light Industrial (LI) zoned areas in Indian Land. Staff and the Planning Commission are concerned about losing established LI zoned property in an established industrial park.

Funding 1: the previous tenant has a fee-in-lieu agreement with Lancaster County, and this will not be transferred to the current owner.

Recommendation:

Applicant has successfully removed the restrictive covenant from the site.

The comp plan companion ordinance failed at the 1-22-2024 Council meeting.

RECOMMENDATIONS:

Planning Commission recommended unanimous denial during their September Regular Meeting. Concerns that were discussed included traffic generation, having a private school surrounded by industrial uses, the lack of existing Light Industrial zoned land in the Panhandle and how difficult it would be to rezone other land to Light Industrial take its place within the Panhandle.

Staff recommends denial as well.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2023-1877	1/24/2024	Ordinance
Staff Report - Amended Application	10/16/2023	Planning Staff Report
Plat	8/25/2023	Exhibit
Deed	8/25/2023	Exhibit
Location Map	9/6/2023	Exhibit
Traffic Memo	9/22/2023	Ordinance
Stacking Plan from Applicant	10/3/2023	Backup Material
Restrictive Covenants	10/16/2023	Backup Material
First Amendment to MacMillan Business Park Amended and Restated Declaration of Covenants, Conditions and Restrictions	1/24/2024	Amendment

STATE OF SOUTH CAROLINA

)

ORDINANCE NO. 2023-1877

COUNTY OF LANCASTER

)

)

AN ORDINANCE

TO AMEND THE OFFICIAL ZONING MAP OF LANCASTER COUNTY TO REZONE APPROXIMATELY 7.286 ACRES (TM# 0007-00-008.05) LOCATED AT 1662 MACMILLAN PARK DR, FROM LIGHT INDUSTRIAL (LI) DISTRICT TO INSTITUTIONAL (INS) DISTRICT

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

Section 1. Findings and Determinations.

The Council finds and determines that:

(a) Brian Cillian, on behalf of Greybridge MacMillan LLC and LEH SC MacMillan LLC, applied to rezone a 7.286-acre parcel of real property (TM# 0007-00-008.05) owned by Greybridge MacMillan LLC and LEH SC MacMillan LLC, being located at 1662 MacMillan Park Dr, Indian Land, from Light Industrial (LI) District to Institutional (INS) District.

(b) On September 19, 2023, the Lancaster County Planning Commission held a public hearing on the proposed rezoning and, by a 6-0 vote, recommended denial of the rezoning request.

(c) The Future Land Use Category of the subject property is Specialty Employment Center, and is the only recognized “employment center” in the County. The Future Land Use Category Employment Center corresponds to the Suburban Office Center Community Type. The adopted Comprehensive Plan states that the Suburban Office Center Community Type “*provides opportunities to concentrate employment in the region. They include both large-scale isolated buildings with numerous employees as well as areas containing multiple office uses that support and serve one another. They are typically buffered from surrounding development by transitional uses or landscaped areas and are often located in close proximity to major highways or thoroughfares.*” The requested INS District is inconsistent with the Specialty Employment Center Land Use Category and the Comprehensive Plan. **As such, a companion ordinance to amend the comprehensive plan is presented.**

Section 2. Rezoning.

The Official Zoning Map is amended by changing the zoning district classification from Light Industrial (LI) District to Institutional (INS) District, for the following property as identified by tax map numbers or other appropriate identifiers:

Tax Map No. (TM# 0007-00-008.05), located at 1662 MacMillan Park Dr, Indian Land.

Section 3. Severability.

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

Section 4. Conflicting Provisions.

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

Section 5. Effective Date.

This ordinance is effective upon Third Reading.

AND IT IS SO ORDAINED

Dated this _____ day of _____, 2024.

LANCASTER COUNTY, SOUTH CAROLINA

Steve Harper, Chair, County Council

Billy Mosteller, Secretary, County Council

ATTEST:

Sherrie Simpson, Clerk to Council

First Reading: October 23, 2023
Public Hearing: October 9, 2023
Second Reading: February 12, 2024
Third Reading: February 26, 2024

Approved as to form:

Virginia Merck-Dupont, County Attorney

PROPOSAL: Request to rezone 7.286 acres of property
PROPERTY LOCATION: 1662 MacMillan Park Drive (TM# 0007-00-008.05)
CURRENT ZONING DISTRICT: Light Industrial (LI) District
PROPOSED ZONING DISTRICT: Institutional (INS) District
APPLICANT: Brian Cillian/Greybridge MacMillan LLC and LEH SC MacMillan LLC
COUNCIL DISTRICT: District 4, Jose Luis
STATUTORY NOTICES: Sign posted 8/31/2023
Hearing notice published 9/2/2023 in The Lancaster News
And 9/6/2023 in Carolina Gateway
Mailed notices 8/31/2023
Posted agenda in lobby 9/12/2023
NEW INFO SINCE 10/9/23: Underlined in the staff report

OVERVIEW:

Proposal

The applicant has requested to rezone a parcel 7.286 acres in size. The intent is to redevelop the existing structure as a private K-12 school.

Site Information

The parcel proposed to be rezoned is currently zoned Light Industrial and located off S.C.160, on MacMillan Drive in the existing McMillan Industrial park. The proposed site is located in between the new headquarters for Continental Tire and the Unique Loom facility. This business park is one of few remaining areas within the panhandle region with Light Industrial zoning.

The covenants and restrictions for this property do not allow a school to be located on the site. The restrictive covenants state that the properties in McMillan Park "may be used for: distribution facility, light industrial, and manufacturing purposes together with related warehousing and office uses, including but not to the exclusion of other permitted uses hereunder the design, manufacture, distribution and sale of wire and cable products."

SC State Code Section 6-29-1145 states that "If a local planning agency has actual notice of a restrictive covenant on a tract or parcel of land that is contrary to, conflicts with, or prohibits the permitted activity...the local planning agency must not issue [a permit for any planning-related action] unless the local planning agency receives confirmation from the applicant that the restrictive covenant has been released for the tract or parcel of land by action of the appropriate authority or property holders or by court order."

Summary of Adjacent Zoning and Uses

The subject parcel is within an existing industrial business park and is surrounded predominantly Light Industrial zoned properties.

Adjacent Property	Jurisdiction	Zoning District	Use
North	Lancaster County	LI	Industrial Park (Unique Loom)
South	Lancaster County	LI	Industrial Park (Continental Tire)
East	Lancaster County	LI	Industrial Park (Keer America)
West	Lancaster County	MDR	Blackwelder Road neighborhood

Economic Development / Fee in Lieu (FILOT) Agreement:

The parcel that is proposed to be rezoned is the former site of Kennametal which manufactures tungsten-titanium carbide alloy for cutting tools, silicon-nitride based "sialon" ceramics for the machining of exotic aerospace materials, and cobalt-enriched substrates for coated inserts. Kennametal previously had a FILOT Agreement for this property. Typically when a parcel is sold without a notification to SCDOR to continue the FILOT agreement, the agreement is void. With that said, given that the parcel is currently zoned Light Industrial and located within a business park, it is the County's Economic Development Department's preference for the site to remain the existing zoning of Light Industrial.

ANALYSIS & FINDINGS:

Zoning Districts

As previously noted, the subject property is currently in the Light Industrial District. Pursuant to UDO Chapter 2.3, the Light Industrial District *"... for activities that can be operated in a relatively clean and quiet manner, and which will not be obnoxious to adjacent residential or business districts. This includes warehousing and wholesaling activities with limited contact with the general public. It is designed to prohibit most heavy industry, which should be properly segregated, and to prohibit any other use which would substantially interfere with the development of industrial establishments in the district. Limited opportunities for retail sales and services are also provided."*

Requested INS

UDO Chapter 2.3 describes the requested INS District *as intended to allow for the continued and future use, expansion, and new development of academic and religious campuses, governmental and health facilities, and public and private utility infrastructure. The goal is to promote the many varied uses associated with such institutions while maintaining the overall design integrity of the campus setting and minimizing any adverse impacts on the neighboring residential areas. In the attempt to meet this goal numerous requirements are included, such as but not limited to buffers, landscaping, outdoor lighting, parking, signage, building height, setbacks, open space, and the like.*

RELATIONSHIP TO PUBLIC PLANS

Specialty Employment Center:

The subject parcel falls within an activity center designated by the future land use map found in the Comprehensive Plan. This activity center is a designated “employment center”. Under the current Comprehensive Plan this area is the only recognized “employment center” in the County.

The Future Land Use Category of the subject properties is Employment Center, which corresponds to the Suburban Office Center Community Type. The adopted Comprehensive Plan states that the Suburban Office Center Community Type *“provides opportunities to concentrate employment in the region. They include both large-scale isolated buildings with numerous employees as well as areas containing multiple office uses that support and serve one another. They are typically buffered from surrounding development by transitional uses or landscaped areas and are often located in close proximity to major highways or thoroughfares.* The Comprehensive Plan further establishes several possible land use considerations representing typical development in this category which are depicted in the table below.

The Employment Center Future Land Use Category is a circle that overlays this portion of the County. The Employment Centers central point begins at the intersection of Fort Mill Highway and MacMilan Park Drive and extends North to Keswick Ter, 1000ft South of 910 Giacomo Drive, East to the intersection of Fort Mill Highway and Old Bailes Road, and West to 935 Fort Mill Highway,

The requested INS District is inconsistent with the Employment Center Future Land Use Category.

Suburban Office Center: Land Use Category		
Small supermarket	Bank	Professional Office
Convenience store	Restaurant	Call center
Large supermarket	Big Box commercial	Medical office
Drug store	Hotel	Fire station

INFRASTRUCTURE CONSIDERATIONS

Transportation

A TIA has not been provided. It is our understanding that the applicant is working on a memo stating that the sites AM/PM peak hour trips will not cross the 50-trip threshold for a TIA. This memo has not yet been submitted.

Public Utilities

Water and sewer access is provided to the site by the Lancaster County Water and Sewer District.

Public Schools

The Lancaster County School District did not leave any comments for this rezoning.

PHOTOS OF PROJECT AREA:



Ariel View of Subject Parcel



Facing Existing Building on Subject Parcel. Proposed Private School Site

STAFF RECOMMENDATION:

Staff recommends **Denial** of the request to rezone 7.286 acres (TM# 0007-00-008.05) from Light Industrial (LI) District to Institutional (INS) District, pursuant to the following findings of fact:

1. That the subject project consists of the following parcel: (TM# 0007-00-008.05);
2. That the subject property is currently zoned LI District and proposed to be rezoned INS District;
3. That the subject property has a Specialty Center Use designation of Employment Center, and a Community Type of Suburban Office Center;
4. That the proposed INS District is generally inconsistent with the surrounding area which is comprised primarily of LI zoning.
5. That the property is subject to covenants and restrictions found in Deed Book 0004 at Page 0014, titled "MacMillan Industrial Park Declaration of Covenants, Conditions, and Restrictions," recorded with the Clerk of Court on March 27, 1998.
6. That the applicable covenants and restrictions for MacMillan Industrial Park do not allow for schools.
7. That SC Code 6-29-1145 does not permit planning actions that contradict an existing covenant and/or restriction unless that restriction has been lifted or ordered void by court.
8. Staff has no indication that the restrictive covenants have been lifted or nullified.

Staff notes that these concerns (except for the covenants and restrictions) were relayed to the applicant in March 2023, prior to the purchase of the land.

PLANNING COMMISSION MEETING, 9/19/23:

During the Planning Commission meeting, the applicant (Brian Cillian of Waxhaw, NC) informed the Commission of the following:

- Marvin Academy is outgrowing the current site in Waxhaw, NC and looking to relocate to the site at 1662 McMillan Park Dr in Indian Land (off Fort Mill Hwy).
- The applicant bought the property in the summer with intent to use it as a school.
- The building has been vacant for many years, and the applicant thinks a school would be an asset to the area.
- The applicant doesn't think the school will meet the 50-trip limit to warrant a traffic impact analysis (TIA).

Questions from the Planning Commission were based on capacity and related traffic impact. The applicant relayed the following:

- Marvin Academy expects an enrollment of 150 students after an initial drop of some students who won't want to make the commute from Waxhaw, NC. The initial enrollment estimate is 120 students from year one. There will be 25-30 employees serving the students.
- The applicant assumes that there will be 2-3 students per car.
- The drop-offs are planned to be in 30-minute increments starting at 9am.
- Pick-up is planned to be staggered between 3:30 – 4:00 pm.

Concerns relayed from the Planning Commission included the ill fit of a PreK-12 school in an industrial park, the lack of a TIA, the conflict with the comprehensive plan, and the loss of industrially zoned property in the high-demand Indian Land area. There were no comments from the public.

After deliberation, **the Planning Commission unanimously denied a motion to recommend rezoning** the property at 1662 MacMillan Park Dr from LI to INS (vote was 0-6 in support of rezoning).

ATTACHMENTS:

1. Rezoning Application
2. Location Map/ Zoning Map
3. MacMillan Industrial Park Declaration of Covenants, Conditions and Restrictions

STAFF CONTACT:

Matthew Blaszyk, Planner
mblaszyk@lancastersc.net | 803-416-9380



Planning Department

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

ZONING MAP AMENDMENT APPLICATION

SUBMITTAL REQUIREMENTS

- Completed Application
- Signatures of Applicant and Property Owner
- Deed and survey plat or boundary survey
- Fees associated with review

GENERAL INFORMATION

Property Address 1462 Macmillan Park Drive
City Fort Mill State SC Zip 29707 Tax Parcel ID 0007-00-008.05
Current Zoning LI Current Use Vacant Office
Proposed Zoning INS Total Acres 7.286
Project Description 23,000 SF Vacant office building
to be converted to private K-12
School

Surrounding Property Description Subject property is surrounded
by Light Industrial and Medium
Density Residential

CONTACT INFORMATION

Applicant Name Greybridge Macmillan, LLC - Brian Cillian
Address 910 Giacomo Dr.
City Waxhaw State NC Zip 28173 Phone 704-681-4270
Fax _____ Email brian@greybridgepartners.com
Property Owner Name LEHSC Macmillan, LLC & Greybridge Macmillan, LLC
Address 910 Giacomo Dr
City Waxhaw State NC Zip 28173 Phone 704-681-4270
Fax _____ Email brian@greybridgepartners.com

Contact - Brian Cillian
704-681-4270

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

Applicant

Property Owner(s)

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

8/1/23

Date

8/1/23

Date

LANCASTER COUNTY OFFICE USE ONLY

Application Number _____ Date Received _____ Receipt Number _____

Amount Paid _____ Check Number _____ Cash Amount _____

Received By _____ Planning Commission Meeting Date _____

SCHEDULE/PROCESS 1. Submit Application

- The deadline for this application is at least 45 days prior to the Planning Commission meeting, held every third Tuesday of the month.
- Once an application is submitted, it is placed on the Planning Commission agenda for the following month.
- An application withdrawal should be made in writing and received prior to public notice in order to receive a refund.
- Rezoning Application Fee – single parcel \$435.00
- Rezoning Application Fee – multi parcel \$610.00

2. Planning Commission

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

3. County Council

- Approves, denies, or submits application to the Planning Commission for further study.
- Action requires three readings for approval.
- Subsequent to final County Council action on rezoning, notice of action will be provided to the applicant, owner, and adjacent property owners.
- If applicant would like to request a special presentation, please notify the County Clerk @ (803) 416-9307 before 5:00pm on the first Monday of the month to make arrangements.

LANCASTER COUNTY, SC
2023009193 DEED
RECORDING FEES \$15.00
EXEMPT
PRESENTED & RECORDED
07-25-2023 08:46:09 AM
BRITTANY GRANT
REGISTER OF DEEDS
LANCASTER, COUNTY SC
By: CANDICE PHILLIPS
BK:DEED 1690 PG:63-70

Upon Recording Mail To: Grantee

Recording Time, Book & Page

SOUTH CAROLINA QUITCLAIM DEED

COUNTY: Lancaster

TAX MAP NUMBER: 0007-00-008.05

DATE: July 24, 2023

Grantor

Kennametal, Inc.,
a Pennsylvania corporation

Mailing Address:

525 William Penn Place, Suite 3300
Pittsburgh, PA 15219

Grantee

LEH SC MacMillan, LLC,
a South Carolina limited liability company (as to a 50% undivided interest as a tenant in common)

Greybridge MacMillan, LLC,
a South Carolina limited liability company (as to a 50% undivided interest as a tenant in common)

Mailing Address:

910 Giacomo Drive
Waxhaw, NC 28173

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation, partnership, limited liability company

The designation Grantor and Grantee as used herein shall include the named parties and their heirs, successors and assigns and shall include singular, plural, masculine, feminine or neuter as required by context.

KNOW ALL MEN BY THESE PRESENTS, that Grantor, for and in consideration of the sum of One and 00/100 Dollar (\$1.00) paid by Grantee to Grantor, the receipt and sufficiency of which is hereby acknowledged, does hereby remise, release, convey and forever quitclaim unto the Grantee unto Grantee, that certain parcel of real estate described as follows (the "Premises"):

SEE EXHIBIT A attached hereto and incorporated herein by reference

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the Premises belonging or in any way incident or appertaining, including, but not limited to, all improvements of any nature located on the Premises and all easements and rights-of-way appurtenant to the Premises.

01198-034/00472780-1

TO HAVE AND TO HOLD all and singular the Premises unto Grantee and Grantee's successors and assigns forever, free and discharged from all right, title, claim or interest of Grantor.

Grantor makes no warranty, express or implied, as to title of the Premises conveyed hereunder.

[Signatures appear on the immediately following page]

IN WITNESS WHEREOF, Grantor has caused this Quitclaim Deed to be delivered under seal this 24th day of July, 2023.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

GRANTOR:

Kennametal, Inc.,
a Pennsylvania corporation

Julie L. McLaughlin
Witness#1

By: Michelle R. Keating (SEAL)
Name: Michelle R. Keating
Title: VP, Secretary & General Counsel

Kathleen Wolfe
Witness#2

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF ALLEGHENY

I, a Notary Public for Allegheny County, Pennsylvania, do hereby certify that Michelle R. Keating, VP, Secretary & General Counsel of Kennametal, Inc., a Pennsylvania corporation, Grantor, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the corporation.

Witness my hand and official seal this the 20th day of July, 2023.

Katie Sue Laut
Notary Public for Pennsylvania

My Commission Expires:

June 8, 2025

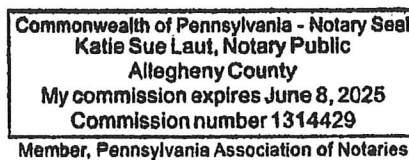


EXHIBIT A
LEGAL DESCRIPTION OF PREMISES

Being in the State of South Carolina, County of Lancaster, being west of MacMillan Park Drive (66 feet Public Right-of-way per Plat Book 2007, Page 183), being a new survey of a tract conveyed to Kennametal Inc. by Deed Book 417, Page 277, and being more particularly bounded and described as follows:

Beginning at a #5 rebar with cap found in the western right-of-way line for MacMillan Park Drive and being the southernmost corner of a tract conveyed to 793 Fort Mill Acquisition, LLC by Deed Book 1526, Page 241 and recorded in Plat Book 2020, Page 896;

thence, from said Point of Beginning and running with the west right-of-way line for MacMillan Park Drive, South 39°45'18" West a distance of 384.74 feet to a #5 rebar with cap found at the northeast corner of tract A conveyed to Continental Tire The Americas, LLC by Deed Book 1209, Page 138 and recorded in Plat Book 2019, Page 81;

thence, leaving the road with the north line of said Continental Tire The Americas tract, North 38°40'25" West a distance of 742.44 feet to a #5 rebar with cap found in the east line of a tract conveyed to John L. Irvin by Deed Book 892, Page 131;

thence, with the east line of said John L. Irvin tract, the following two courses:

1. North 25°33'27" East a distance of 60.80 feet to a bent 1 inch axle found;
2. thence North 08°51'48" West a distance of 290.37 feet to a #5 rebar with cap found at the southwestern corner of the aforementioned 793 Fort Mill Acquisition, LLC tract;

thence, with the south line of the aforementioned 793 Fort Mill Acquisition, LLC tract, the following two courses:

1. South 79°05'09" East a distance of 268.65 feet to a #5 rebar found;
2. thence South 38°57'25" East a distance of 739.10 feet to the Point of Beginning;

Containing 7.291 acres, more or less.

Derivation: Being the same property conveyed to Kennametal, Inc. by deed from MacMillan Investments I, LLC dated August 20, 2007, and recorded August 23, 2007 in Book 417 at Page 277 in the Land Records of Lancaster County, SC.

Tax Map Number: 0007-00-008.05

COMMONWEALTH OF PENNSYLVANIA

AFFIDAVIT

COUNTY OF ALLEGHENY

PERSONALLY appeared before me the undersigned, who being duly sworn, depose and say:

1. We have read the information on this Affidavit and we understand such information.
2. Property containing approximately 7.286 acres in Lancaster County, South Carolina, being all of Lancaster County Tax Map Number 0007-00-008.05, and being more particularly described on Exhibit A attached hereto, was transferred from Kennametal, Inc., as Grantor, to Greybridge MacMillan, LLC; LEH SC MacMillan, LLC, collectively, as Grantee, on July 24, 2023.
3. Check One of the Following:
 - (a) _____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - (c) X EXEMPT from the deed recording fee because of exemption 12-24-40(12) of the South Carolina Code of Laws (quitclaim deed).

(If exempt, skip items 4-7 and go to item 8 of this Affidavit).

4. Check one of the following if either 3(a) or 3(b) has been checked:
 - (a) _____ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$_____.
 - (b) _____ The fee is computed on the fair market value of the realty which is \$_____.
 - (c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is \$_____.
5. Check YES _____ or NO X to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement or realty after the transfer. If YES, the amount of the outstanding balance of this lien or encumbrance is \$_____.
6. The DEED Recording Fee is computed as follows:
 - (a) \$ -0-, the amount listed in 4 above, LESS
 - (b) \$ -0-, the amount listed in 5 above (if none, show 0)
 - (c) \$ -0-, Subtract 6(b) from 6(a) and place result.
7. The deed recording fee is due based on the amount listed on Line 6(c) above and the deed recording fee due is _____.
8. As required by Code Section 12-24-70, we state that we are responsible persons who were connected with the transaction as Grantor.

9. We further understand that a person required to furnish this Affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than One Thousand Dollars or imprisoned nor more than one year, or both.

KENNAMETAL, INC.,
a Pennsylvania corporation

By: Michelle R. Keating (SEAL)
Name: Michelle R. Keating
Title: VP, Secretary & General Counsel

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF ALLEGHENY

I, a Notary Public for Allegheny County, Pennsylvania, do hereby certify that Michelle R. Keating, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the corporation.

Witness my hand and official seal this the 20th day of July, 2023.

Katie Sue Laut
Notary Public for Pennsylvania

My Commission Expires:

June 8, 2025

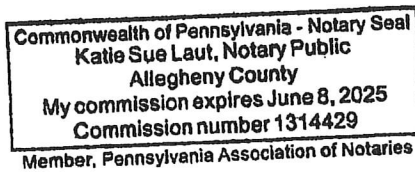


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thence, leaving the road with the north line of said Continental Tire The Americas tract, North $38^{\circ}40'25''$ West a distance of 742.44 feet to a #5 rebar with cap found in the east line of a tract conveyed to John L. Irvin by Deed Book 892, Page 131;

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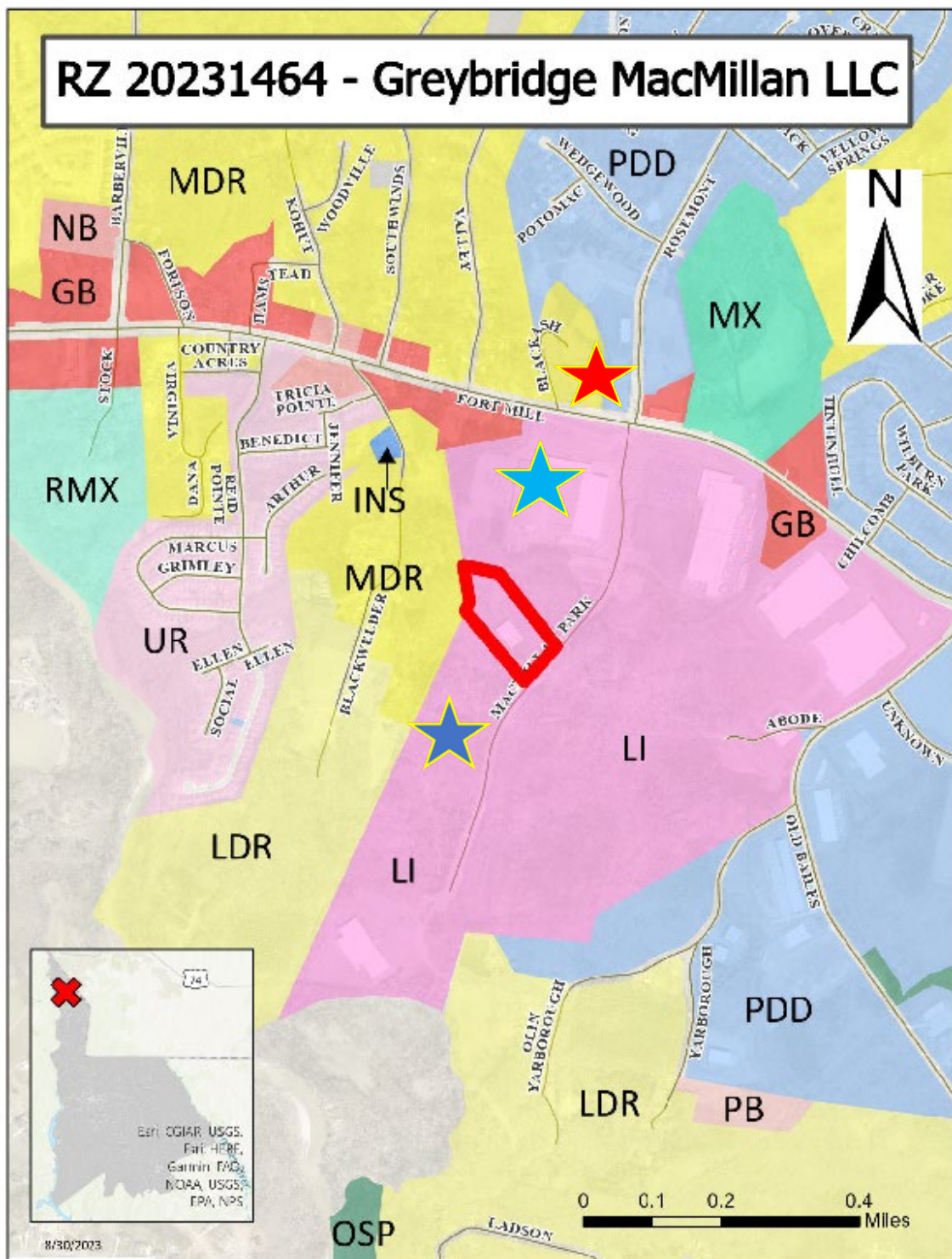
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2. thence South $38^{\circ}57'25''$ East a distance of 739.10 feet to the Point of Beginning;

Containing 7.291 acres, more or less.

Derivation: Being the same property conveyed to Kennametal, Inc. by deed from MacMillan Investments I, LLC dated August 20, 2007, and recorded August 23, 2007 in Book 417 at Page 277 in the Land Records of Lancaster County, SC.


Tax Map Number: 0007-00-008.05

RZ 20231464 - Greybridge MacMillan LLC



Lancaster
County
South Carolina

Proposal:
Rezoning LI to INS

 Subject Property



Continental Tire

Rosemont Residential
Development

Nutramax Distribution

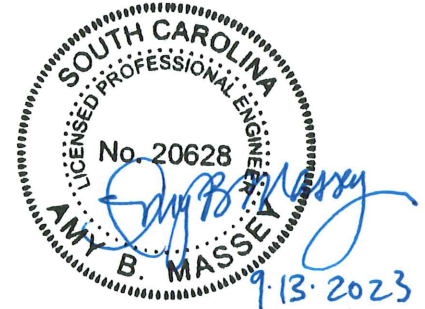
TRANSPORTATION TECHNICAL MEMORANDUM

To: Stephen Blackwelder, Lancaster County

From: Amy Massey, PE
Kimley-Horn and Associates, Inc.

Date: September 13, 2023

Subject: **Marvin Academy**
Traffic Analysis



Kimley-Horn and Associates, Inc. was retained by Lotto Partners, LLC to review the traffic impact of adapting an existing, 23,000 square foot (SF) office building located at 1662 MacMillan Park Drive into a private, Christian K-12 school. The school is proposed to relocate from Marvin, North Carolina to the space in Lancaster County for a fall 2024 opening. **Figure 1** shows the site and its vicinity.

The reuse project is planning for a 150-student maximum capacity for the foreseeable future, as well as a staggered morning drop-off with approximately 50 students dropped off in three 30-minute windows starting at 9:05 AM.

Kimley-Horn performed a trip generation analysis using Institute of Transportation Engineers' (ITE) *Trip Generation*, 11th Edition for the school, with the potential current office land use trips shown as being subtracted to represent net new peak-hour trips. The projected trip generation is shown in **Table 1**.

Table 1 - Trip Generation											
ITE LUC	Land Use	Intensity	Daily	AM Peak Hour			PM Peak Hour			Peak Hour Type/Data Source	
				Total	In	Out	Total	In	Out		
Proposed Site											
532	Private School (K-12)	150	Students	372	119	75	44	26	11	15	Adj Street/ITE Rate
Existing Site to be Removed											
710	General Office	23,000	SF	323	47	41	6	49	8	41	Adj Street*/ITE Eqn
Net New External Trips (Proposed - Existing)				49	72	34	38	-23	3	-26	
* When Generator/Adj Street and/or Rate/Equation not provided, alternate option used											

* When Generator/Adj Street and/or Rate/Equation not provided, alternate option used

The resulting net new 72 AM peak trips generated would exceed the County's 50-trip peak threshold. However, these AM peak trips would occur after 9 AM, outside the typical 7-9 AM commute peak studied in Lancaster County. Further, the school has indicated it plans to stagger its morning traffic, in three 30-minute windows. The associated 20-30 person staff arrival time is between 8:30 and 9:00 AM. While within the typical peak-hour period, this is below the County's peak-hour threshold for requiring a Traffic Impact Analysis (TIA). A letter from the school is attached, committing to this travel demand management (TDM) strategy.

The PM peak trips projected for the school would be lower than the potential office trips associated with the existing building. In addition, both student and staff dismissal occur prior to the typical 4-6 PM commute peak.

These impacts *support a determination of a minimal impact* based on a comparison to trip generation thresholds of Lancaster County and South Carolina Department of Transportation (SCDOT) indicated below based on the Lancaster County Unified Development Ordinance (UDO) Section 6.8 and *SCDOT Access and Roadside Management Standards (ARMS)*:

- Lancaster County 50 peak-hour trips
- SCDOT 100 peak-hour trips

Therefore, a TIA should not be required on the basis of trip generation. SCDOT staff have concurred with this conclusion, and Lancaster County staff have indicated acceptance of this Technical Memorandum as an alternative to a TIA, assuming the TDM commitment from the school certifying that the project will create fewer than 50 trips during the standard peak hours.

Please contact me with questions.

Cc:

- Allison Love, AICP, SCDOT
- Brian Cillian, Lotto Partners, LLC

Attachments:

- Figure 1 – Vicinity Map
- Marvin Academy Christian School Commitment Letter



Marvin Academy Christian School
1525 Crane Road
Waxhaw, NC 28173
(704) 256 - 3060
www.marvinacademy.org



To: Stephen Blackwelder, Lancaster County

Date: September 11, 2023

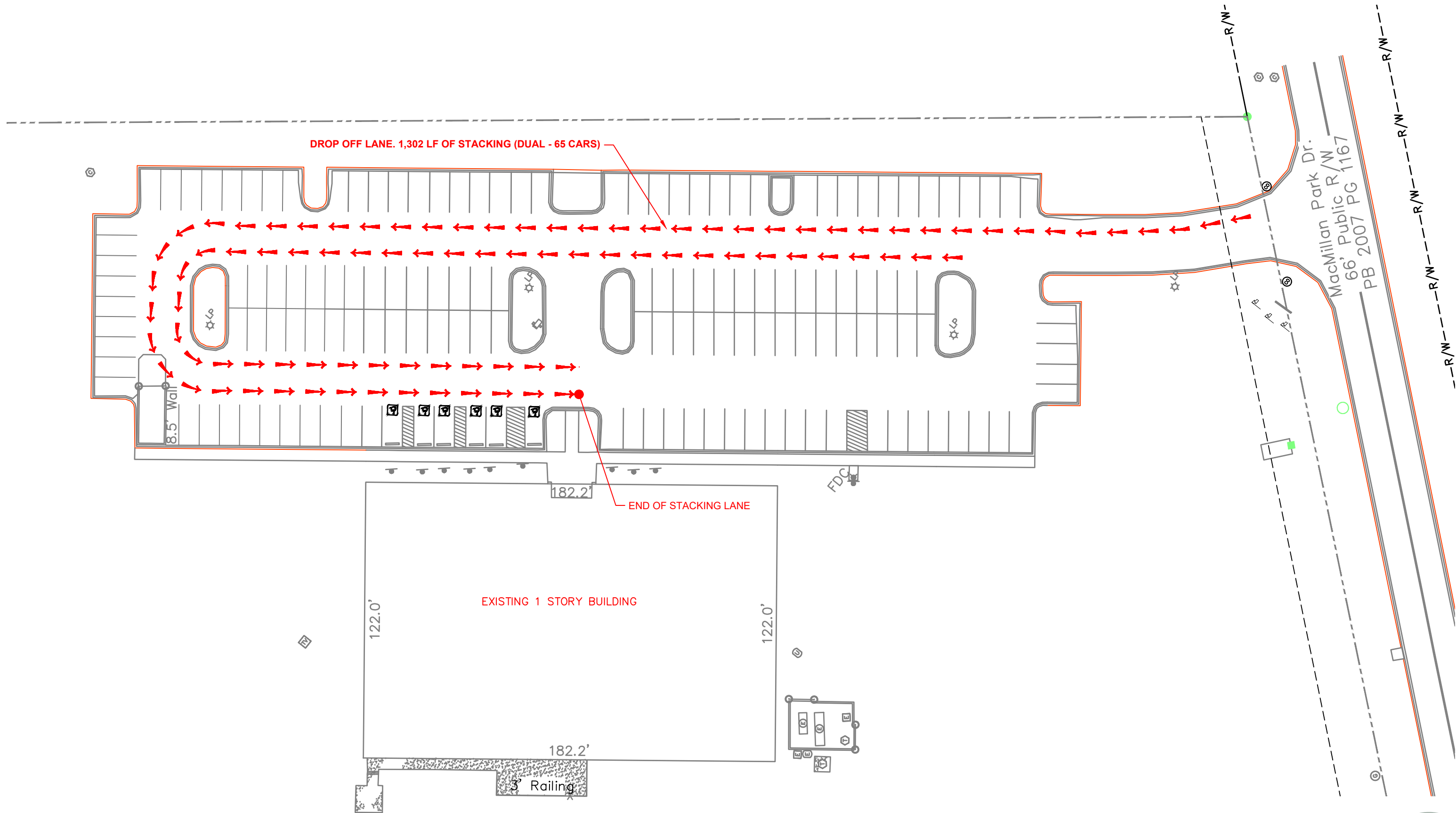
Subject: Marvin Academy TDM

I am writing to certify and confirm our proposed travel demand management (TDM) strategy. School drop off will be a staggered schedule beginning at 9:05 am and will consist of three 30-minute windows of students depending on age and grade. Staff will be located in the parking lot to help students exit the vehicles and safely enter the school building. This also helps ensure that the drop-off line continues to move quickly. Dismissal will begin at 3:15 pm for students in grades 5th - 12th and will begin at 3:30 pm for students in grades TK - 4th. Our dismissal lines move very quickly and all students are dismissed within 15 minutes. Staff arrival time is between 8:30 and 9:00 am and staff dismissal time is between 3:30 and 4:00 pm. We currently have 20 staff members and do not expect to have more than 30 staff members and 150 students for the 24/25 school year or the foreseeable future. In the event the student population rises above 150 students then we would agree to reevaluate the traffic situation at that time. Please feel free to contact me with any additional questions or if any additional information is needed.

Sincerely,

A handwritten signature in black ink, appearing to read "Jarrika Coutchure".

Jarrika Coutchure
Head of School
Marvin Academy Christian School



MacMillan Park Drive

Indian Land | DATE: 09.29.23 | PROJECT NO.: 230575

STACKING PLAN



SCALE: 1"=40'



V3co.com



landscape architecture | planning | civil engineering | surveying

V3 Southeast

SC FIRM#: 6790, LAF-459

FILED, RECORDED, INDEXED
03/27/1998 12:29P
Rec Fee: 40.00 St Fee: 0.00
Co Fee: 0.00 Pages: 34
Clerk of Court
VERNON HCHAMUS

0002270 Bk: 0004 Pg: 0014

**MacMILLAN INDUSTRIAL PARK
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS**

0072629.06
LIB: RH

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STATE OF SOUTH CAROLINA
COUNTY OF LANCASTER

MacMILLAN INDUSTRIAL PARK
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (the "Declaration") is made as of the 25th day of March, 1998, by Springland Associates, LLC., a South Carolina limited liability company ("Declarant").

WITNESSETH:

Declarant, for the use and benefit of itself, its successors and assigns, does hereby declare, encumber, place and impose upon that certain parcel of real property hereinafter described (the "Properties"), the following conditions, covenants, reservations, easements and restrictions to ensure the proper use, appropriate development and improvement of such property; to enhance the value, desirability and attractiveness of the Properties; to protect against the construction of improvements and structures built of improper or unsuitable materials; to ensure compliance with all applicable zoning ordinances, building codes and environmental laws and regulations; to provide for a method for the maintenance and continued improvement of certain common areas and facilities appurtenant to the Properties; and to otherwise provide for the construction and development of first quality improvements on the Properties. This Declaration is intended to complement and supplement local governmental laws and regulations; and in the event of a conflict occurring between the provisions of this Declaration and such laws and regulations, the most restrictive requirements shall control.

THEREFORE, in consideration of the premises and of the mutual benefits and duties herein contained, Declarant hereby declares that certain parcel of real property which is more particularly described in the attached Exhibit A, which is incorporated herein by this reference, shall be held, sold and conveyed subject to the following covenants, reservations, easements, conditions, restrictions, liens, assessments, charges and equitable servitudes, all of which are for the purpose of protecting the value and desirability of the Properties, and which shall touch, concern and run with the title to the Properties, or any portion thereof, and which shall be binding upon and inure to the benefit of all parties having any right, title or interest therein, along with their heirs, successors and assigns.

ARTICLE I

Definitions

Section 1. Definitions.

a. "Architectural Review Committee" shall mean the Architectural Review Committee established pursuant to Article VIII below.

b. "Architectural Guidelines" shall mean the guidelines prepared and issued, from time to time, by the Architectural Review Committee for the purpose of reviewing and approving

0072629.06
LIB. RH

all Plans, the initial version of which is attached hereto as Exhibit C, and incorporated herein by this reference.

c. "Association" shall mean and refer to the MacMillan Industrial Park Property Owners Association, Inc., its successors and assigns, a South Carolina non-profit mutual benefit corporation to be formed by Declarant.

d. "Common Property" shall mean and refer to all real property designated as such by Declarant and/or owned, now and/or in the future, by the Association for the common use and enjoyment of all the Owners, including any related equipment, fixtures, apparatus and personal property.

e. "Declarant" shall mean and refer to Springland Associates, LLC, a South Carolina limited liability company.

f. "MacMillan Industrial Park" shall mean and refer to the development comprised of the Properties and other adjoining or nearby properties.

g. "Lot" shall mean and refer to any lot, parcel or tract of land subdivided out of the Properties by Declarant and either conveyed to another person or entity or specifically identified by Declarant in an amendment to this Declaration or a map of the Properties, but excluding any "Common Property."

h. "Member" shall mean and refer to those persons or entities entitled to membership in the Association.

i. "Mortgage" shall mean a mortgage, deed of trust, deed to secure debt or other security instrument affecting a Lot or Lots and which has been recorded in the Office of the Clerk of Court for Lancaster County, South Carolina.

j. "Mortgagee" shall mean and refer to the mortgagee, beneficiary, trustee or other holder of a Mortgage.

k. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, or the lessee of such record owner provided that by written instrument the record owner leases to the lessee the entire Lot and assigns to the lessee and the lessee assumes for the duration of the lease not less than all of the rights and obligations of such record owner under this Declaration. The term "Owner" excludes Mortgagees or other persons or entities that hold such interest merely as security for the performance of an obligation.

l. "Plans" shall mean all plans and specifications for developing and improving the Properties and each Lot, including without limitation, development, landscaping, site, schematic, preliminary and final plans (including signs and other identification insignia).

m. "Properties" shall mean and refer to the real property of Declarant, as hereinafter described, along with any additional property, noted in Article II, Section 2 below, subjected to this Declaration.

n. "Street" shall mean any street, highway or other thoroughfare, whether public or private, within the Properties and established, through dedication, easement or otherwise, by Declarant, regardless of whether designated as a street, boulevard, place, drive, road, terrace, way, lane, circle or otherwise.

o. "Structure" shall mean and refer to any thing or device, the placement of which upon or within any Lot might affect the physical appearance thereof, including, by way of illustration and not limitation, improvements, buildings, sheds, covered areas, driveways, fountains, pools, parking areas, trees, shrubbery, paving, curbing, landscaping, fences, walls, or any sign or sign board. "Structure" shall also mean any excavation or fill, the volume of which exceeds ten (10) cubic yards, or any excavation, fill ditch, diversion dam or other thing or device which affects or alters the natural flow of surface waters upon or across any Lot.

ARTICLE II

Properties

Section 1. Description. The real property made subject to this Declaration is described in Exhibit A attached hereto and incorporated herein by reference (the "Properties").

Section 2. Addition of Lancaster County Tract. Declarant hereby consents to the addition to the Properties and the submission to this Declaration of that certain tract of land containing 13.53, more or less, more particularly described on the attached Exhibit B adjoining the Properties described in Exhibit A, owned by Lancaster County, South Carolina, in accordance with the Statement of Imposition of Covenants printed beneath the execution of this Declaration by Declarant to be executed and delivered by Lancaster County, South Carolina.

ARTICLE III

Common Property

Section 1. Title. The Common Property shall be such portion of the Properties owned by Declarant or other Owners (with their written consent) or as may be designated from time to time by Declarant and may include entrances, permanent signage (including a sign wall), bridges, medians, streets and all drainage facilities, lakes, ponds, retention ponds, streams and dams, greenways, and other lands, other than the Lots owned by an Owner, which are not maintained by any governmental body. Declarant agrees to convey the Common Property to the Association on or before the time of termination of the Class B membership as described in Article IV.

Section 2. Owners' Rights. Subject to the provisions of this Declaration, the Bylaws, and rules and regulations adopted, from time to time, by the Association, each Owner shall have a nonexclusive, perpetual right and easement of use and enjoyment in and to the Common Property which shall be appurtenant to and run with the title to such Owner's Lot, subject to the following:

- a. Subject to the provisions of this Declaration, the right of the Association or the Declarant to grant utility, drainage and other easements across the Common Property;
- b. Subject to the provisions of this Declaration, the right of the Association to promulgate and enforce reasonable rules and regulations governing the use of the Common Property which shall not conflict with this Declaration or the Architectural Guidelines; and
- c. The right of the Declarant or the Association to restrict by Supplemental Declaration the use of certain Common Property to certain designated Owners as described in such Supplemental Declaration when necessary to comply with applicable law or governmental regulations.

ARTICLE IV

Membership

Section 1. Members. The Owner of each Lot which is included in the Properties shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot, and shall be governed by the Bylaws of the Association.

Section 2. Classes of Membership. The voting rights of the Members shall be appurtenant to the ownership of Lots. The Association shall have two classes of membership.

a. Class A. Class A Members shall be all Owners, except for Declarant prior to termination of its Class B membership. If, however, Declarant owns one or more Lots, upon or after the termination of its Class B membership, then Declarant shall become a Class A Member."

b. Class B. The Class B Member shall be Declarant, its successors or assigns. The Class B membership shall terminate and cease upon the first to occur of the following: (i) the time at which the final Plans for the initial development of the last Lot in the Properties has been approved by the Architectural Review Committee; (ii) the conveyance by Declarant of all of its interest in the Properties; (iii) voluntary termination of the Class B membership by Declarant, as evidenced by a written instrument recorded in the Office of the Clerk of Court for Lancaster County, South Carolina; or (iv) upon the expiration of fifteen (15) years after the recordation of this Declaration in the Office of the Clerk of Court for Lancaster County, South Carolina.

ARTICLE V

Voting

Section 1. Class A. Except for matters concerning special assessments, Excess Annual Assessments as defined in Article VI, Section 3, and amendments to this Declaration, and other matters provided for in this Declaration, Class A Members shall not be entitled to vote until the termination of the Class B membership, at which time Class A Members shall be entitled to one vote for each one-hundredth acre owned in the Properties. The vote for any one Lot owned by more than one person or entity shall be exercised as they among themselves shall determine, but in no event shall the vote or votes with respect to any jointly owned Lo. be cast separately.

Section 2. Class B. Except for special assessments, Excess Annual Assessments as defined in Article VI, Section 3, and amendments to this Declaration, and other matters provided for in this Declaration, the Class B Member (Declarant) shall be the only Member entitled to vote in the Association until the termination of the Class B membership.

Section 3. Special Assessments and Amendments. On all matters concerning an Excess Annual Assessment as defined in Article VI, Section 3, a special assessment relating to the Common Property or an amendment to this Declaration, the voting shall, prior to termination of the Class B membership, be as follows:

a. Class A. The Class A Members shall have one vote for each one-hundredth acre owned in the Properties. Fifty-one percent (51%) of the votes of the Class A Members voting must approve all matters relating to a special assessment, an Excess Annual Assessment as defined in Article VI, Section 3, and an amendment to this Declaration.

b. Class B. The Class B Member's approval must be obtained on all such matters.

Section 4. Exclusion of Designated Common Property. Designated Common Property shall be excluded for purposes of computing voting rights.

ARTICLE VI

Assessments

Section 1. Creation of Lien and Personal Obligation of Assessments. Each Owner of any Lot shall, by acceptance of a conveyance therefor, whether or not it shall be so expressed in any conveyance, be deemed to covenant and agree to all the terms and provisions of this Declaration and promises to pay to the Association annual assessments, special assessments and individual assessments and charges, as established and collected, from time to time in accordance with the terms of this Declaration (collectively "assessments"). The annual assessments, special

assessments, and individual assessments and charges, properly assessed, together with such interest thereon and costs of collection therefor as are hereinafter provided, shall be a charge and continuing lien upon the Lot against which such assessment is made as of the effective date of each assessment. Each such assessment, together with interest and costs of collection, shall also be the personal obligation of the person or entity who was Owner of such Lot at the time when the assessment became due. In the case of co-ownership of a Lot, all of such co-owners shall be jointly and severally liable for the entire amount of the assessment.

Section 2. Purpose of Annual Assessments. The annual assessments levied by the Association shall be used for the improvement, maintenance, operation, repair, replacement and additions of and to the Common Property, including, but not limited to, the payment of taxes and insurance thereon, the payment of utilities charges related thereto (including water for any sprinkler or irrigation systems), maintaining, operating and improving streets, roads, drives and rights-of-way and other Common Property facilities and amenities, the payment of license, permit and inspection fees, resurfacing costs, erection and maintenance of street signs and markers, collection and disposal of garbage, rubbish and the like, employing security service, maintenance personnel, and for the cost of labor, equipment, materials, management and supervision thereof (collectively, "Common Property Maintenance Costs"). The Common Property may include such facilities and amenities as streets, drives and other rights-of-way, flower beds, planted islands, medians, permanent signage, bridges, ponds, dams, entrances, greenways, drainage areas, water amenities, sculptures, transportation stops and/or shelters, directional and informational signage, tree nurseries and maintenance areas and, at the option of the Association, certain portions of the Properties as are described in Section 13 of Article IX. The Association may use annual assessments for the purpose of doing any other things necessary or desirable, in the discretion of the Association, to keep Common Property facilities and amenities in neat and good order and to provide for the health, welfare and safety of the owners and occupants of the Properties and the Common Property facilities and amenities, but always with the understanding that the development is an industrial park and not a residential development. By its acceptance of any conveyance to any Lot, each Owner acknowledges that the precise acreage, dimensions, type of amenities, improvements and structures to be located within the Common Property has not been (and may not be) specifically defined until the sale of the last Lot within the Properties. Notwithstanding the lack of specificity relating to the size and development of the Common Property, each Owner acknowledges that it is a knowledgeable business person familiar with developments such as the one established under this Declaration and hereby agrees to accept and pay annual and special assessments levied by the Association pursuant to this Declaration. Further, each Owner agrees to accept the designation of such Common Property as may be designated and/or conveyed by the Declarant, provided that said Common Property shall be located within the bounds of the Properties.

Section 3. Annual Assessment. Initially, the maximum annual assessments for each Owner during calendar year 1998 shall be forty dollars (\$40.00) per acre multiplied by the gross acreage (including fractions) within the boundaries of the Owner's Lot; provided that for purposes of computing the annual assessments hereunder gross acreage shall not include areas within road rights-of-way which are part of the Common Property. For each calendar year thereafter, the maximum annual assessments per acre may increase no more than at the rate of up

to ten percent (10%) per each calendar year thereafter through the last calendar year that the Declarant remains a Class B member unless the requisite approval of the Members is obtained for a greater percentage increase in any calendar year over the previous year (an "Excess Annual Assessments"), as set forth in Article V, Section 3. Thereafter, the maximum annual assessments shall be determined by the Association.

Section 4. Special Assessments. Subject to the requisite approval of the Members (as provided in Article V, Section 3), and in addition to the annual assessments hereinabove authorized, the Association may levy reasonable special assessments for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of the Common Property, including necessary fixtures and related personal property.

Section 5. Individual Assessments. The Association and the Architectural Review Committee will adopt and promulgate reasonable maintenance standards and guidelines with respect to the landscaping and natural terrain located within the boundaries of each Lot. At a minimum, each Owner is required to maintain its Lot to a standard of quality at least equal to that standard observed by the Association in maintaining the Common Property. In the event any Owner fails to observe required maintenance standards with respect to its Lot, the Association shall provide written notice to the Owner and the Owner shall have a period of thirty (30) days within which to commence to correct such maintenance deficiencies in a reasonable and expeditious fashion. If such maintenance deficiencies are not corrected within a reasonable period of time, the Association reserves the right to enter upon the Lot, correct the deficiencies and charge or assess the appropriate Owner for the costs as an individual assessment. The Owner shall pay such individual assessment within ten (10) days after the date of the Association's statement showing the costs of correcting such maintenance deficiencies.

Section 6. Commencement. Assessments shall commence on the date fixed by the Association, or upon purchase of a Lot from Declarant, whichever occurs last. Assessments on Lots that first become subject to assessments during a calendar year shall be prorated on a calendar year basis for the remainder of such calendar year.

Section 7. Due Date. Unless otherwise provided herein, assessments shall be due and payable in full within thirty (30) days after being billed to an Owner by the Association.

Section 8. Records of Assessments. The Association shall maintain in its office a record of all Lots and assessments applicable thereto which shall be open to inspection by any Owner. Written notice of each assessment shall be mailed to the record Owner of the Lot subject to assessment. The Association shall, upon demand and payment of a reasonable charge, furnish to any Owner a certificate in writing signed by an officer of the Association stating whether the assessments against the Owner's Lot have been paid and, if not paid, the amount due and owing. Such certificates shall be conclusive as evidence for third parties as to the status of assessments against such Lot but shall not in themselves be binding with respect to the Owner and the Association.

Section 9. Effect of Non-Payment of Assessment. If any properly levied assessment is not paid on the date when due, then such assessment shall be delinquent and shall accrue interest at the "prime rate" of interest announced, from time to time, by NationsBank, N.A. plus five percent (5%) per annum (which rate shall be subject to change, from time to time, as the prime rate changes), unless a lesser rate of interest is required under applicable law, in which event the lesser rate shall become applicable. If such assessment is not paid within ten (10) days after the due date, then the Association may bring an action at law against the Owner personally and/or foreclose the lien against the Lot, and there shall be added to the amount of such assessment all reasonable attorneys' fees and costs incurred by the Association in such action if the Association is the prevailing party in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as indicated above.

ARTICLE VII

Declarant's Assessments and Maintenance

Section 1. Exemption. Declarant, and all property owned by Declarant within the Properties, shall be exempt from all assessments, except as otherwise provided in this Declaration.

Section 2. Contribution by Declarant. Declarant agrees to contribute to the Association such funds as may be required to maintain the Common Property pursuant to the requirements set forth in this Declaration or until the termination of the Class B membership, whichever first occurs. Upon termination of the Class B membership, Declarant shall pay assessments, only if, and to the extent which, it is then a Class A Member of the Association.

ARTICLE VIII

Construction of Improvements and Uses

Section 1. Permitted Uses. Lots may be used for distribution facility, light industrial and manufacturing purposes together with related warehousing and office uses, including but not to the exclusion of other permitted uses hereunder the design, manufacture, distribution and sale of wire and cable products. In no event shall the following uses be permitted: on-site scrap metal reclamation; hotels or motels; adult book or entertainment businesses, massage parlors or similar business operations; labor camps; commercial storage of building or construction materials (except in connection with construction of Structures by Owners of Lots); smelting of iron, tin, zinc or other ores, refining of petroleum or of its products; community fairs; drive-in theaters; cemeteries (whether public or private); commercial poultry, livestock and swine production, cattle feeder lots or fur-bearing animal rearing or breeding farms animal kennels, taxidermy, abattoirs; junk yards, bailing, storage or processing of glass, paper or rags, storage or processing of wrecked or junked motor vehicles, sanitary land fills or garbage disposal areas, or any other type of outdoor storage unless placed in approved containers and removed with such frequency as to not become unsightly and to be in accordance with applicable law and other governmental regulations; quarries; race tracks, raceways or dragstrips; dry cleaners; trailer,

mobile home or manufactured home parks; "mini-warehouses;" any business, the operation of which would result in the generation, storage or disposal of any hazardous material, including, but not limited to (i) any asbestos, insulation or other material composed of or containing asbestos, or (ii) any hazardous, toxic or dangerous waste, substance, or material defined as such in (or for the purposes of) the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. § 9061 *et seq.*, the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 *et seq.*, the Clean Air Act, 42 U.S.C. § 6901 *et seq.*, the Clean Air Act, 42 U.S.C. § 7401 *et seq.*, the Clean Water Act, 33 U.S.C. § 1251 *et seq.*, the Refuse Act, 33 U.S.C. § 401, *et seq.*, the Toxic Substances Control Act, 15 U.S.C. § 2601, *et seq.*, and the Safe Drinking Water Act, 15 U.S.C. 2601, *et seq.*, any so-called state or local "Superfund" or "Superlien" law, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability, or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, including radioactive materials, as now or at any time hereinafter in effect (collectively, "Environmental Regulations"); provided, however, the generation, storage or disposal of such hazardous, toxic or dangerous waste, substance, or material shall not be prohibited on the Properties (i) so long as Declarant shall own any portion of the Properties, (ii) Declarant gives its written permission for such use, which shall not be unreasonably withheld or denied, (iii) such use is lawful and is not otherwise prohibited by any applicable Environmental Regulations, (iv) such use does not cause actual damage or create an imminent risk or threat of damage to persons or property, and (v) even if such use is not expressly prohibited, any storage of such substances within the Properties shall only be permitted if such storage is above ground and is otherwise in compliance with all applicable Environmental Regulations in all material respects; or any other unsightly, obnoxious or objectionable businesses or uses which may produce and emit substantial gases, smokes, odors or noises that would be objectionable in a high quality, environmentally controlled commercial development or which would violate Section 10 of Article VIII.

Each Owner shall at all times observe and comply with all applicable Environmental Regulations and other governmental laws and regulations dealing with the generation, storage and disposal of medical wastes.

Each Owner shall continually maintain its Lot at all times, including without limitation during the process of construction of Structures or improvements, in compliance with applicable law and other governmental regulations.

Section 2. Approval of Development. Before commencing the construction, reconstruction, relocation or alteration of any Structures or any buildings, additions, enclosures, fences, loading docks, entranceways, exitways, curb cuts, parking facilities, storage yards or any other structures or permanent improvements on any Lot, the Owner shall comply with the Architectural Guidelines and any specific procedures set forth therein.

Section 3. Violations. If any Structure is erected, placed, altered or maintained upon any Lot or any use is commenced upon any Lot in material violation of this Declaration or the Architectural Guidelines, such erection, placement, alteration, maintenance or use shall be deemed to have been undertaken in violation of this Declaration and without the approvals required herein. Upon written notice from the Architectural Review Committee, any such

Structure so erected, placed, maintained or altered upon any Lot in violation hereto shall be removed or re-altered and any such unauthorized use shall be terminated so as to permanently cure and extinguish such violation. If within fifteen (15) days after the notice of such violation, the Owner of the Lot upon which such violation exists shall not have taken reasonable steps toward curing the violation, Declarant, its successors or assigns, or the Architectural Review Committee shall have the right, through its agents and employees, to enter upon such Lot and to take any steps reasonably necessary to cure such violation. Declarant, its successors or assigns, or the Architectural Review Committee, or any such agent of either, shall not be deemed to have trespassed upon such Lot and shall be subject to no liability to the Owner or occupant of such Lot for such entry taken in connection with the cure of any violation absent a breach of the peace or a failure to exercise due care. The cost of curing the violation shall be a binding, personal obligation of such Owner, as well as a lien on the Owner's Lot, which may be enforced in the same manner as an assessment upon the Lot. Provided, however, if an Owner is notified that it is in violation of this Declaration and submits revised Plans for approval by the Architectural Review Committee within thirty (30) days following its receipt of written notice of such violation, such violation shall be deemed cured if the Plans or the intended use of the Lot complies with this Declaration and the Architectural Guidelines.

Section 4. Architectural Guidelines. The Architectural Review Committee may promulgate rules and regulations governing the form and content of the Plans to be submitted for approval. The Architectural Review Committee may also adopt and issue, from time to time, statements of policy and other guidelines, including, without limitation, Architectural Guidelines with respect to approval or disapproval of the architectural styles or details or other matters which may be presented for approval. Such guidelines, rules, site planning, design and development criteria, and such statements of policy shall, upon issuance by the Architectural Review Committee, be incorporated into a revised Exhibit C, which may be amended, expanded, modified or revoked by the Architectural Review Committee at any time, in its sole discretion. No inclusion in, omission from or amendment of any such guideline, rule, site planning, design and development criteria, or statement of policy, including all or any portion of the Architectural Guidelines, shall be deemed to bind the Architectural Review Committee to approve or disapprove any feature or matter subject to approval or to waive the exercise of the Architectural Review Committee's discretion as to any such matter. Notwithstanding anything to the contrary, the "Initial Architectural Guidelines" set forth in Exhibit C attached hereto and incorporated herein by reference are hereby deemed applicable to the Properties. The Architectural Review Committee's approval of any Plans for use on any Lot shall not be deemed a waiver of the Architectural Review Committee's right to approve or disapprove such Plans or specifications or any of the features or elements included therein, if such Plans, specifications, features or elements are subsequently submitted for use on any other Lot or Lots. Notwithstanding anything to the contrary, approval of any Plans relating to any Lot, however, shall be final as to that Lot and such approval may not be revoked or rescinded thereafter, provided (a) that the Structures and uses shown and described on or in such Plans do not violate any specific prohibition contained in this Declaration and the Architectural Guidelines in any material respect, and (b) that the Plans, as approved, and any conditions attached to any such approval, have been adhered to and complied with in regard to the construction of all Structures and uses on the Lot in question in all material respects.

Section 5. Architectural Review Committee Composition; Procedures. The

Architectural Review Committee shall consist of three (3) members appointed by Declarant. In the event that a vacancy occurs on the Architectural Review Committee, the Declarant is also empowered to appoint the member's successor, and the names of the current members of the Architectural Review Committee shall be maintained at Declarant's offices. By Supplemental Declaration, Declarant may delegate to the Association the authority and duty to appoint the Architectural Review Committee, and upon termination of the Class B membership, the authority to appoint the Architectural Review Committee shall automatically be vested in the Association.

The affirmative vote of a majority of the members of the Architectural Review Committee shall be required in order to adopt or promulgate any rule, regulation, policy or guideline, to approve Plans submitted for review, to issue permits or authorizations, or to make any finding, determination, ruling or order pursuant to directives or authorizations contained herein. A decision of a majority of the members of the Architectural Review Committee with respect to such matters shall constitute a decision of the Architectural Committee. In discharging its responsibilities, the Architectural Review Committee must follow and comply with the Architectural Guidelines and this Declaration.

The Architectural Review Committee may meet informally, by meeting, telephone, letter or otherwise as is necessary to properly perform its duties hereunder and no one shall have any right to be present or participate in any meeting of the Architectural Review Committee, other than the members themselves.

At the written request of any Owner or Mortgagee, the Architectural Review Committee shall, if appropriate, issue a certificate of compliance, in form suitable for recordation, identifying the Lot, the Structures, and stating that the Plans, the Structure and use or uses to be conducted thereon have been approved as being in compliance with the Architectural Guidelines. If the Architectural Review Committee fails to furnish to such Owner or Mortgagee, within thirty (30) days of such written request accompanied by the necessary Plans, if applicable, written notice of the noncompliance of the Structure, Plans and/or uses thereof and the reasons therefor, the Structure, Plans and/or the use or uses to be conducted thereon as submitted with such written request shall be deemed conclusively to be approved and in compliance with the Architectural Guidelines. Preparation and recordation, if required, of such certificate shall be at the expense of such Owner or Mortgagee and the issuance of any such certificate shall be presumptive evidence of the facts therein stated, and as to any purchaser or Mortgagee in good faith and for value, or as to any title insurer, such certificate shall be conclusive evidence of compliance with the Architectural Guidelines.

Neither Declarant nor the Architectural Review Committee shall be liable for any damage, loss or prejudice suffered or claimed by any applicant or third party on account of the approval or disapproval of any preliminary plans, Plans, drawings and specifications, whether or not defective, the construction or performance of any work on a Lot or Structure, whether or not pursuant to approved Plans, or the development of the Properties.

Section 6. Architectural Review Fees. The Architectural Review Committee may charge and collect a reasonable fee for the examination of any Plans submitted for approval pursuant to this Declaration (including any fees of third party architects consulted by Declarant or the Architectural Review Committee) all of which shall be payable at the time such Plans are so submitted; provided, that such fee shall not exceed \$250.00.

Section 7. Rights of Inspection. Any agent of Declarant, its successors or assigns, or the Architectural Review Committee may, at any reasonable time or times during normal business hours after reasonable notice to the Owner, enter upon and inspect any Lot and any improvements or Structures thereon for the purpose of ascertaining whether the maintenance of such Lot and the maintenance, construction or alteration of improvements and Structures thereon, and the use or uses conducted thereon are in compliance with the provisions hereof. Declarant, its successors or assigns, the Architectural Review Committee, and/or any authorized agent of either, shall not be deemed to have committed a trespass or other wrongful act by reason of such entry and inspection if such entry is accomplished without a breach of the peace and with the exercise of due care.

Section 8. Temporary Structures. No Structure of a temporary nature shall be allowed on any Lot at any time, except that of an Owner's contractors and subcontractors during the period of construction or repair to Structures.

Section 9. Repair and Maintenance. Each Owner shall repair, keep and maintain (a) its Lot up to the point of the curb line of adjacent streets, all buildings, parking lots and streets, and (b) all Structures in accordance with all applicable law and governmental regulations. Each Owner shall further comply, in all respects, with all governmental, zoning, health, environmental, insurance, fire, and police requirements. Each Owner shall remove at its expense all rubbish of any type which may accumulate on its Lot if in violation of applicable law and other governmental regulations. During construction of any Structures on a Lot, the Owner shall be responsible for making sure that the construction site is free of unsightly accumulation of rubbish and scrap materials, and that construction materials, equipment, trailers, and storage areas employed in connection with such construction shall be kept in a neat, safe and orderly manner at all times, as required by this Declaration and the Architectural Guidelines.

Section 10. Dirt, Dust and Waste Discharge. No use of the Properties shall be permitted which emits dust, sweepings, dirt or cinders into the atmosphere or discharges liquid, airborne or solid wastes or releases other harmful matter into the atmosphere, soil, vegetation, or any stream, river, pond, lake or other body of water in violation of any applicable law or governmental regulations or constituting a common law nuisance.

Section 11. Grading Rights. Declarant may, at any time and from time to time, make such cuts and fills upon any Lot within any easement area upon the Lot reserved or granted for such purpose, and if there has been no easement reserved or expressly granted for such purpose with the prior written consent of the Owner of such Lot, or other part of the Properties and do such grading and earth moving as, in its judgment, may be necessary to improve or maintain the streets within or adjacent to the Properties and to drain surface waters therefrom and Declarant

may assign such rights to any appropriate municipal or other governmental authority. Notwithstanding the immediately preceding sentence, after the principal Structures have been substantially constructed upon a Lot and completed in accordance with the Plans which comply with this Declaration and the Architectural Guidelines, the rights of Declarant with respect to this Section shall terminate with respect to all parts of such Lot, except that Declarant and/or its successors or assigns shall thereafter have the right to maintain existing streets and drainage facilities.

Section 12. Subdivision of Lots by Declarant; No Subdivision by Others Declarant expressly reserves the right unto itself and its successors and assigns as Declarant hereunder to further subdivide, combine or change the area, configuration or boundary lines of any Lot now or hereafter forming a part of the Properties. There shall be no further subdivision or partition of any Lot by any Owner, other than Declarant, without Declarant's express written permission, which permission can be withheld by Declarant in its absolute discretion, nor shall any Owner or any other person acquiring any interest in a Lot, other than a successor or assignee of Declarant as Declarant hereunder, seek any partition or subdivision thereof. There shall be no time-sharing or other form of co-ownership which allows multiple Owners to hold sequential possessory interests in a Lot. Notwithstanding anything to the contrary stated herein, an Owner shall have the right to lease all or a portion of its Lot, provided that such lessee shall not be deemed the Owner of the Lot unless by written instrument the record owner of the Lot leases the entire Lot and assigns to the lessee and such lessee assumes for the duration of the lease not less than all of the rights and obligations of the record owner under this Declaration.

ARTICLE IX

General Provisions

Section 1. Duration, Modification or Termination. The restrictions and provisions in this Declaration shall be appurtenant to and run with the land and shall be binding upon all Owners, their heirs, successors and assigns, and all other parties hereinafter having an interest in any of the Properties and all parties claiming under them for a period ending twenty (20) years from the date on which this Declaration is recorded in the Office of the Clerk of Court for Lancaster County, South Carolina. Thereafter, as then in force, this Declaration shall be continued automatically without further notice and without limitation, unless modified or terminated as hereinafter provided.

This Declaration may be modified by the recording of an agreement of modification executed by the Declarant as long as the Declarant remains a Class B Member and by the Class A Owners of fifty-one percent (51%) of the acreage of the Properties excluding Common Property not owned by the Class B Member. Upon any modification as provided in this Section, this Declaration shall continue in full force and effect, as so modified. For purposes of this Section, "Owner" shall not include any owner or holder of a reversionary interest in all or any portion of the Properties under lease with a term in excess of thirty (30) years. In any case where a Lot has more than one Owner, any one of the Owners may execute any agreement of

modification or termination pursuant to this Section and such execution shall be conclusive and binding with respect to all other persons having any ownership interest in the Lot in question.

Section 2. Enforcement Powers. Any material violation of this Declaration, whether in whole or in part which has a material adverse effect on the value of the Properties taken as a whole, is hereby declared to be a nuisance. Any party empowered to enforce this Declaration shall avail itself of all remedies available under applicable law for the abatement of a nuisance, in addition to all other rights and remedies set forth in this Declaration or otherwise available at law or in equity. This Declaration may be enforced by Declarant, its successors and assigns (including, without limitation, the Association after termination of the Class B membership), by proceedings at law or in equity against the person, firm or other entity violating or attempting to violate any covenants, conditions, restrictions or other provisions of this Declaration, either to restrain such violation and/or to recover damages, together with reasonable attorneys' fees and court costs if such party prevails in the action. Further, after the termination of Declarant's Class B membership in the Association, in the event the Association fails to act to enforce any covenant, condition, restriction or other provision of this Declaration, any Owner may bring an enforcement action against any other Owner. In addition to the foregoing remedy of enforcement, Declarant and the Architectural Review Committee shall have the right, through their respective agents and employees, to enter upon the Lot and summarily abate, remove, cure and extinguish any thing or condition that may exist thereon contrary to the provisions hereof. In such event, said parties shall not thereby be deemed to have trespassed upon such Lot and shall not be subject to liability to the Owner or occupant of such Lot for such entry, abatement, removal or cure absent a breach of the peace or a failure to exercise due care. The cost of any abatement or removal of violations authorized under this Declaration shall be a binding, personal obligation of the Owner of the Lot upon which such violation has occurred, as well as a lien (enforceable in the same manner as an assessment against a Lot) upon such Lot.

Section 3. Partial Invalidity. In the event that any one or more of the covenants, conditions, restrictions or provisions in this Declaration are deemed to be invalid, illegal or unenforceable by judgment, court order, statute or failure on the part of Declarant or its successors or assigns to enforce any of such covenants, conditions, restrictions or provisions, such partial invalidity, illegality or unenforceability shall not affect any other portion of this Declaration or be deemed to be a waiver of the right to enforce this Declaration in the future.

Section 4. Binding Effect; Waiver. Except as otherwise specifically provided herein, this Declaration shall bind and inure to the benefit of and be enforceable by the Declarant, the Association, their successors and assigns, the Architectural Review Committee and the Owner or Owners of any Lot, their respective heirs, successors and assigns. The failure of any person or entity entitled to enforce this Declaration or any provision thereof shall not be deemed a waiver of the right of any such person or entity to enforce the Declaration or any portion thereof thereafter. Waiver or any attempted waiver of this Declaration with respect to any Lot shall not be deemed a waiver as to any other Lot nor with respect to the Lot in question as to any subsequent violation, nor shall the violation of this Declaration with respect to any one Lot affect the applicability or enforceability of this Declaration with respect to any other Lots.

Section 5. Rights Assignable. Any and all rights, powers and reservations of Declarant herein contained may be assigned to any person or entity which assumes the duties of Declarant pertaining to the particular rights, powers and reservations assigned. Upon the execution of a writing evidencing its consent to accept such assignment and assume such duties, the person or entity shall, to the extent of such assignment, have the same rights and powers and be subject to the same obligations and duties as Declarant under this Declaration. The term, "Declarant," as used herein, includes all such assignees and their respective heirs, successors and assigns. If at any time Declarant ceases to exist and has not made any such assignment, a successor Declarant may be appointed by the written consent of the Owners of fifty-one percent (51%) or more of the acreage of the Properties then subject to this Declaration, excluding designated Common Property. Any assignment or appointment made under this Section shall be in recordable form and shall be recorded in the Office of the Clerk of Court for Lancaster County, South Carolina.

Section 6. Mortgagees' Protection; Subordination of Liens. Violation of this Declaration shall not defeat or render invalid the lien of any Mortgage made in good faith and for value upon any portion of the Properties. Any lien created hereunder shall be junior and subordinate to any such Mortgage, unless a suit to foreclose such lien shall have been filed in a court of competent jurisdiction prior to the recordation of such Mortgage; provided, however, that any Mortgagee in actual possession or any purchaser at any trustee's, mortgagee's or foreclosure sale shall be bound by and be subject to this Declaration as fully as any other Owner of the Properties effective upon the date of acquisition.

Section 7. Chain of Title. Each grantee, lessee or other person in interest or occupancy accepting a conveyance, leasehold interest or other demise of an interest in, to or in connection with any Lot, whether or not the same incorporates or refers to this Declaration, covenants for himself, his heirs, successors and assigns, to observe and perform and be bound by this Declaration and to incorporate this Declaration by reference in any conveyance or demise of a leasehold estate of all or any portion of his interest in such Lot.

Section 8. No Reversionary Interest. This Declaration shall not be construed as a condition subsequent or as creating a possibility of reverter, and no provision hereof shall be deemed to vest in the Declarant or any other persons any reversionary interests with respect to any Lot. All reversionary rights are hereby expressly waived by Declarant.

Section 9. Zoning Requirements. This Declaration shall not be interpreted as permitting any action or thing prohibited by applicable zoning laws, or any laws, ordinances or regulations of any governmental authority or by specific restrictions imposed by any deed or other conveyance. In the event of any conflicts, the most restrictive provision shall be deemed to govern and control.

Section 10. Exoneration of Declarant. Each Owner of any Lot in the Properties or any other party interested in the Properties expressly agrees that:

a. No duty or obligation is imposed upon Declarant or the Association to enforce or attempt to enforce any of the covenants, conditions or restrictions contained herein, nor shall Declarant or the Association be subject to any liability of any kind or nature whatsoever for the failure of any third party to enforce such covenants, conditions or restrictions; and

b. Declarant's approval (or approval by the Architectural Review Committee) of any construction, building or Structure, preliminary plans, Plans, specifications, site or landscape plans or elevations or any other approvals or consents given by Declarant (or by the Architectural Review Committee) pursuant hereto or otherwise, shall not be deemed a warranty, representation or covenant that any such Structures, buildings, improvements, landscaping or other action taken pursuant hereto or in reliance thereon complies with any or all applicable laws, rules, requirements or regulations, the sole responsibility for all of same being upon the Owner of the Lot seeking approval, and Declarant and the Architectural Review Committee are expressly released and relieved of any and all liability and responsibility in connection therewith.

Section 11. Applicable to Properties. Nothing contained within this Declaration shall be held or construed to impose any restrictions, covenants or easements on any other land of the Declarant, except for the land contained within the description of the Properties, unless specifically submitted and included within this Declaration by Supplemental Declaration.

Section 12. Properties Easements Reserved; Maintenance Responsibilities; Easements Upon Certain Portions of the Lots Reserved; Optional Maintenance Thereof. There is reserved for the benefit of the Association an easement and the option of exclusive maintenance upon and over those certain strips or bands of property of up to twenty (20) feet in width and over the Lot running contiguous and parallel with the margin of the right-of-way of the street contiguous with the Lot boundary. The Association may exercise its option(s) of exclusive maintenance of said areas: (a) continually or from time to time; and (b) with respect to all Lots or selected Lots, all as the Association may determine, in its sole discretion; and (c) all expenditures incurred by the Association shall be apportioned among the Members by the Association in the form of either annual or special assessments.

Section 13. Utilities and Other Easements. There are reserved for the benefit of the Association and Declarant, its successors and assigns, certain non-exclusive easements and rights-of-way over, under, and along strips of land of each Lot located contiguous to the Common Property for the installation and maintenance of lines, conduits, pipes and necessary for furnishing electric power, gas or other utility services, including water, sewer and drainage facilities.

Section 14. Easements for Benefit of Other Lands. The Association may hereafter grant and accept, and Declarant hereby reserves unto itself, its successors and assigns, easements and other rights for the benefit of the Properties and also for the benefit of other, adjacent land now or hereafter to be developed by Declarant adjacent to, contiguous to or in the vicinity of the Properties, for the purpose of providing such benefits as shared facilities and amenities, reasonable access for pedestrian and vehicular traffic, open areas, green spaces, park lands and other suitable shared uses in, along and over any portion of the Common Property, it being

understood that the Association has no authority to grant easements burdening any property, including the Lots, other than Common Property. Notwithstanding the immediately preceding sentence, the rights reserved by Declarant in, along or over the Common Property for the benefit of adjacent or other property, shall not be available to the owner(s) of such adjacent or other land, unless the owner(s) of such adjacent or other land shall agree to be bound to share with the Owners of Lots in the expenses of operation, maintenance, repair and replacement of the Common Property as are made available to the owner(s) of such land based upon the total number of acres which are or will be entitled to the use and benefit of the Common Property or by such other system designed to allocate ratably the costs and expenses for the maintenance and use of the Common Property; and provided, further, that the obligations to be incurred in connection with the Common Property by such owner(s) of adjacent or other lands shall not accrue or be incurred or due until the date such parties are entitled to actual usage of the Common Property. Each Owner hereby grants to the Association and Declarant an irrevocable "durable" power of attorney (which in the case of individuals shall survive incompetency and in all cases is coupled with an interest) to execute, acknowledge and record for and in the name of each Owner such instruments as may be necessary to effectuate the provisions of this Section.

Section 15. Powers of Association. Until the Association is formed or otherwise organized and Declarant conveys Common Property to the Association, Declarant reserves the right to exercise all of the rights and powers of the Association in its place and stead including, without limitation, the right to levy and collect assessments but in all instances in accordance with the terms and conditions of this Declaration and the Architectural Guidelines.

Section 16. Articles of Incorporation and Bylaws of the Association. In the event of a conflict between this Declaration, on the one hand, and the Bylaws or Articles of Incorporation of the Association, on the other, this Declaration shall control. Neither the Articles of Incorporation nor the Bylaws of the Association may be amended without the approval of a majority of the Owners with Class A membership in the Association based upon their proportional ownership of the total acreage contained in all the Lots. In the event of a conflict between this Declaration and the Architectural Guidelines, this Declaration shall control.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be duly executed and sealed as of the day and year first above written.

WITNESSES:

Elizabeth B. Dester

Perry T. Little

SPRINGLAND ASSOCIATES, LLC
a South Carolina limited liability company

By: H. E. Purser
H. E. Purser

Its: General Manager

[Corporate Seal]

STATEMENT OF IMPOSITION OF COVENANTS

Lancaster County, South Carolina, the owner in fee simple of that certain tract of land lying in Indian Land Township, Lancaster County, South Carolina, containing 13.53 acres, more or less, as more particularly described on the attached Exhibit B, does hereby subject and impose upon the property described in Exhibit B the within Declaration of Covenants, Conditions and Restrictions for MacMillan Industrial Park (the "Declaration"), as declared and imposed on adjoining property described in Exhibit A thereto by Springland Associates, LLC as Declarant, and does further state and declare that the said tract of 13.53 acres described on the attached Exhibit B shall henceforth be held, sold and used subject to all restrictions and other conditions contained in the Declaration.

IN WITNESS WHEREOF, Lancaster County, South Carolina, has caused this Statement of Imposition of Covenants to be executed and delivered by its undersigned authorized officials this 25th day of March, 1998.

WITNESSES:

Jerry T. Peterson
Dianne Hall

LANCASTER COUNTY, SOUTH CAROLINA

By:

J. Charles Hurst, Jr.
Typed name and title: J. CHARLES HURST, JR.
County Administrator

Attest:

Irene Plyler
Typed name and title: IRENE PLYLER
CLERK TO COUNCIL

[COUNTY SEAL]

STATE OF SOUTH CAROLINA

COUNTY OF LANCASTER

Personally appeared before me, the undersigned witness, and made oath that he/she saw Springland Associates, LLC, a South Carolina limited liability company, by and through H.E. Purser, its General Manager, as and for the act and deed of the corporation, sign, seal, and as the corporate act and deed, deliver the within written instrument, and that he/she with the second witness witnessed the execution thereof.

Sworn to before me this 25th
day of March, 1998

First Witness

Elizabeth B. Dester

Mary Ann Smith (L.S.)
Notary Public for South Carolina

My Commission expires: 12-16-2000

STATE OF SOUTH CAROLINA

COUNTY OF LANCASTER

Personally appeared before me, the undersigned witness, and made oath that he/she saw Lancaster County, South Carolina, by and through J. Cheppell Hunt, Jr., its ~~County Administrator~~, as and for the act and deed of the County, sign, seal, and as the its act and deed, deliver the within written instrument, and that he/she with the second witness witnessed the execution thereof.

Swoin to before me this 25th
day of March, 1998
Jane Riegler (L.S.)
Notary Public for South Carolina

Jerry T. Witherspoon
First Witness

My Commission expires: 10-19-98

EXHIBIT "A"

"All that certain piece, parcel, or tract of land, lying, being and situate approximately 20 miles north of the City of Lancaster, along S. C. Highway 160, Lancaster County, State of South Carolina, being shown, described, and designated as Tract "B", containing 187.32 acres, more or less, as shown on that certain plat of survey made by R. H. Iseley and J. C. Crumpler, RLS, dated October, 1978, and recorded in the Office of the Clerk of Court for Lancaster County, South Carolina, at Plat No. 3852, which plat is incorporated herein by reference and made a part hereof, said property being more particularly described as follows:

Beginning at an iron pipe being the southwest corner of Tract A, thence running north 81 degrees 39 minutes east for a distance of 559.96 feet to an iron pipe. Thence running north 7 degrees 53 minutes 15 seconds east for a distance of 1016.56 feet to the centerline of S. C. Highway 160. Thence with said centerline of S. C. Highway 160 the following bearings and distances south 78 degrees 58 minutes and 30 seconds east for a distance of 900 feet, south 78 degrees 07 minutes and 45 seconds east for a distance of 100 feet, south 76 degrees 27 minutes east for a distance of 100 feet, south 73 degrees 22 minutes and 30 seconds east for a distance of 100 feet, south 70 degrees 20 minutes and 45 seconds east for a distance of 100 feet, south 67 degrees 18 minutes and 30 seconds east for a distance of 100 feet, south 64 degrees 15 minutes and 30 seconds east for a distance of 100 feet, south 61 degrees 10 minutes east for a distance of 100 feet, south 57 degrees 42 minutes and 45 seconds east for a distance of 130.10 feet, it being in the centerline of S. C. Highway 160. Thence running south 4 degrees 56 minutes and 30 seconds west for a distance of 148.53 feet to an iron pipe. Thence running south 8 degrees 0 minutes 45 seconds east for a distance of 210.87 feet to an iron pipe. Thence running south 11 degrees 37 minutes west for a distance of 365.12 feet to an iron pipe. Thence running south 61 degrees 40 minutes east for a distance of 125.00 feet to an iron pipe. Thence running south 53 degrees 04 minutes and 30 seconds west for a distance of 854.80 feet to an iron pipe set. Thence running south 18 degrees 26 minutes and 15 seconds west for a distance of 2219.96 feet to an iron pipe set. Thence running south 12 degrees 56 minutes and 30 seconds west for a distance of 218.30 feet to an iron pipe set. Thence running north 84 degrees 27 minutes west for a distance of 960.57 feet to an iron pipe set in the centerline of a branch. Thence running with said centerline of branch south 16 degrees 11 minutes west for a distance of 650.61 feet to an iron pipe set in the centerline intersection of the branch and centerline of the old channel of Sugar Creek. Thence with said centerline of the old channel of Sugar Creek the following courses north 70 degrees 59 minutes and 30 seconds west for a distance of 349.16 feet to an iron pipe set, south 87 degrees 24 minutes and 30 seconds west for a distance of 584.10 feet

to an iron pipe set, south 66 degrees 16 minutes and 45 seconds west for a distance of 475.43 feet to an iron pipe set in the centerline of the old channel of Sugar Creek. Thence running north 25 degrees 44 minutes and 15 seconds east for a distance of 1011.83 feet to an old iron pipe. Thence running north 25 degrees 57 minutes and 30 seconds east for a distance of 1409.60 feet to an old iron pipe. Thence running north 25 degrees 51 minutes east for a distance of 915.28 feet to an old iron pipe. Thence running north 26 degrees 30 minutes east for a distance of 289.46 feet to an old iron pipe by a stone. Thence running north 8 degrees 21 minutes west for a distance of 381.39 feet to the point of beginning."

Being property conveyed to Springland Associates, LLC by Deed of Springland, Inc., as Managing General Partner of Development Associates, said Deed being dated December 28, 1995, and recorded in the Office of the Clerk of Court for Lancaster County, South Carolina, on February 12, 1996, in Deed Book S-13, Page 51.

EXHIBIT "B"

"All that certain piece, parcel, or tract of land, lying, being and situate approximately 20 miles north of the City of Lancaster, along S. C. Highway 160, Lancaster County, State of South Carolina, being shown, described, and designated as Tract "A", containing 13.53 acres, more or less, as shown on that certain plat of survey made by R. H. Iseley and J. C. Crumpler, RLS, dated October, 1978, and recorded in the Office of the Clerk of Court for Lancaster County, South Carolina, at Plat No. 3852, which plat is incorporated herein by reference and made a part hereof, said property being more particularly described as follows:

Beginning at an old axle on the property line of C. N. Blackwelder, Sr. and Phifer. Thence running north 79 degrees 51 minutes and 45 seconds east for a distance of 167.25 feet to an old iron pipe. Thence running north 80 degrees 09 minutes and 15 seconds east for a distance of 217.77 feet to an old iron pipe. Thence running north 80 degrees 04 minutes and 15 seconds east for a distance of 220.56 feet to an old iron pipe. Thence running north 4 degrees 22 minutes and 15 seconds east for a distance of 228.40 feet to the centerline of S. C. Highway 160. Thence running with said centerline south 78 degrees 58 minutes and 30 seconds east for a distance of 200.00 feet to a point in the center of S. C. Highway 160. Thence running south 7 degrees 53 minutes and 15 seconds west for a distance of 1016.56 feet to an iron pipe. Thence running south 81 degrees 39 minutes west for a distance of 559.96 feet to the point of beginning."

Being property conveyed to Lancaster County by Deed of Richard H. MacMillan, Jr. and Mary Margaret MacMillan, said Deed being dated November 25, 1997, and recorded in the Office of the Clerk of Court for Lancaster County on the 1st day of December, 1997, in Deed book S-15, Page 306.

EXHIBIT C
INITIAL ARCHITECTURAL GUIDELINES

INTRODUCTION

Pursuant to the Declaration to which these Initial Architectural Guidelines (the "Guidelines") are attached, Declarant and the Architectural Review Committee have adopted the Guidelines in connection with the planning and development of the Properties. These Guidelines are designed to establish several ways and means of providing for the orderly and attractive development of the Properties which are intended to aid in preserving and enhancing the value thereof.

The Architectural Review Committee is the reviewing body which interprets proposals for Plans and the compatibility of Plans submitted by various Owners with the overall general plan of development of the Properties. It is concerned with aesthetics, maintenance and operational aspects of the Properties and it is the responsibility and purpose of the Architectural Review Committee to administer the development criteria and procedures, including these Guidelines.

The process for review of preliminary plans or other Plans (as defined in the Declaration) is set forth in the Declaration. Specific references for procedures are also set forth therein including, without limitation, Article VIII of the Declaration.

PURPOSE

The primary objectives in establishing these Guidelines are:

- To protect property values and enhance each Owner's investment by insuring a well-planned and maintained development within the Properties;
- To provide a harmonious relationship among all Structures and other improvements located within the Properties;
- To minimize disturbing influences on adjacent or neighboring properties; and
- To contribute to a favorable environment for the Properties and the Owners or occupants located therein.

These Guidelines are designed to be both general and specific so that a set of standards can be identified for each Lot.

Notwithstanding anything to the contrary, nothing contained in these Guidelines shall take precedence over requirements imposed by federal, state and local laws, ordinances and regulations applicable to the Properties and the development thereof.

DESIGN, REVIEW AND APPROVAL PROCEDURE

Initial Submission of Schematic Design Plans. Each Owner shall first submit schematic design plans ("Schematic Plans") for preliminary review by the Architectural Review Committee. Schematic Plans shall include a general site plan for the Lot which identifies or illustrates exterior elevations, a general description of building materials to be used in construction of buildings, Structures and other improvements, and floor plans for all Structures or other building improvements. The Owner shall submit triplicate counterparts of the Schematic Plans. The Architectural Review Committee shall review and approve or comment upon the Schematic Plans no later than fifteen (15) days after receipt of the Owner's submission of same. If the Architectural Review Committee provides any comments or otherwise disapproves of any part or portion of the Schematic Plans, Owner shall respond in writing or by the submission of modified Schematic Plans no later than fifteen (15) days after receipt of the Architectural Review Committee's comments or objections. The Owner shall submit triplicate counterparts of its response or the modified Schematic Plans to the Architectural Review Committee. The Architectural Review Committee shall return one (1) set of the Schematic Plans with its comments, approval or disapproval.

Final Plan Submittal. After approval of Schematic Plans, final, fully completed Plans shall be submitted for approval. Final Plans shall include a site development plan of the Lot, including the nature of proposed "cuts" to existing terrain and grading, together with an identification or description of the Structures and all improvements to be located upon the Lot, including without limitation, the specific nature, kind, shape and materials to be used in construction of Structures and all other improvements. Final Plans shall also depict all Structures and improvements, as well as landscape, irrigation, signage and lighting plans. With respect to all Structures and improvements, the Plans for the main floor of each Structure shall identify and locate all entrances and exits to and from the Structure, as well as any truck loading areas, garbage storage or "dumpster" site areas and the locations of appendages to the exteriors of buildings or Structures. Elevations for each Structure shall also be included, together with the specifications for exterior materials and colors, including color boards and color chips. Final Plans shall be submitted in triplicate and one (1) set shall be returned by the Architectural Review Committee with its approval or comments. The Architectural Review Committee shall have fifteen (15) days after receipt of the submission of the Final Plans within which to respond to the Owner with its comments and/or approval.

In no event shall the Owner commence any construction upon its Lot until the Architectural Review Committee has approved the Final Plans.

Fees and Charges. The Architectural Review Committee shall be reimbursed a reasonable fee to defray its costs in connection with professional review of the Final Plan submission. In addition, the Owner shall be responsible for the cost of all permits and other fees

incurred by the Owner in connection with its construction of Structures and improvements upon the Lot and all development thereof.

SITE DEVELOPMENT STANDARDS

In connection with submission of both Schematic Plans and Final Plans, as well as with respect to the construction of Structures and improvements upon the Lot, the Architectural Review Committee shall require compliance with the following site development standards:

Open Space, Landscape and Site Planning:

1. The Architectural Review Committee will require that no less than twenty percent (20%) of each Lot shall be left as either natural terrain or maintained as landscaped area. Grading of the Lot must be undertaken in order to avoid trespass or other adverse impact upon Common Property or adjacent property which is not part of the Owner's Lot and to avoid excessive "cuts" of the natural terrain of the Lot. A slope ratio of no greater than 2:1 shall be generally required. Retaining walls shall be constructed of materials compatible with the exterior of Structures and other improvements and the location and general description of same shall be included in the Plans to be submitted to the Architectural Review Committee for approval. All berms, channels or swales to be installed or located upon the Lot must be undertaken in a manner which will be designed to integrate with the natural terrain and graded or paved portions of the Lot to the maximum extent possible.
2. Lots with frontage on S.C. Highway 160 should include a minimum 150 foot-wide buffer zone measured from a future right-of-way of S.C. Highway 160 which is assumed to be 110 feet wide centered on the existing road. This landscaped area shall retain existing trees and woodland wherever possible and grading plans should be prepared to place priority on tree-saving in these areas. The Architectural Committee will require supplemental landscaping to be added as a part of the overall site improvements to maintain an informal/pastoral appearance consistent with the overall S.C. Highway 160 corridor plan.
3. A minimum 75 foot buffer shall be provided on external provided boundaries of adjoining properties not included in MacMillan Industrial Park, provided that a minimum 50 feet of wooded zone remains after site grading. If no wooded zone exists, or is cleared during grading, then the buffer shall be increased to 100 feet and landscaped with a minimum of 12 trees and 60 shrubs per 100 linear feet of perimeter boundary.
4. In order to reduce the visual impact of a large building on views from S.C. Highway 160 and adjoining tracts, the finished floor elevation of the primary structure should be at an approximate elevation of 600 feet (+/-5 feet) above mean sea level or lower. Certain building components such as the office areas of the primary Structure may be located on the S.C. Highway frontage Lot line with a finished floor elevation slightly higher than the balance of the structure.

Parking and Service Areas:

1. All parking areas located upon the Lot shall be designed and paved in a manner to integrate with existing terrain or areas to be landscaped within the boundaries of the Lot. The Architectural Review Committee shall limit a "run" or "cluster" of parking spaces to no more than thirty (30) with a required installation of a landscaped buffer eight feet (8') wide and eighteen feet (18') long between "runs" or "clusters." Parking "runs" or "clusters" which face each other shall generally be separated by landscaped median buffers of no less than eight feet (8') in width, subject to location of Structures and natural topographical conditions or requirements which will be considered by the Architectural Review Committee. The end of each parking "run" or "cluster" shall be bounded by a landscaped buffer which must also be at least eight feet (8') in width.

2. Only customer parking shall be permitted on the S.C. Highway 160 Lot line of the primary Structure and comprising no more than 30 spaces. All employee parking and truck parking shall be provided to the rear or side of the primary structure. No more than two sides of the primary structure shall provide more than one single double-loaded parking zone.

3. No loading or service area shall be permitted between the front of the primary Structure to be located upon the Lot and the front street boundary. All loading and material handling areas shall be located on the least visible side of the primary Structure to be located upon the Lot and shall be screened as provided above. All parking and service areas shall be screened from view from a public right-of-way and adjoining properties. Planting used to comply with this requirement must be installed so as to attain mature size within 3 years. Structural enclosures (walls, fences) must meet the approval of the Architectural Review Committee. The location of all fences or walls to be constructed upon the Lot shall be included within the Final Plans to be approved by the Architectural Review Committee.

Stormwater Management:

1. All minimum standards set by local ordinance shall be met or exceeded.
2. The first 1/2 inch of rainfall shall be contained in a stormwater control device. Such devices may include basins or structures such as parking lot detention, underground vaults, dry or wet ponds.
3. Stormwater structures shall be landscaped following installation to blend into the site.

Exterior Lighting. All lights for purposes of illuminating parking lots located upon the Lot shall not exceed twenty feet (20') in height under circumstances where the primary Structure or building to be located upon the Lot is one story in height. In the event that the primary Structure exceeds one story, the parking lot lights shall not exceed thirty feet (30') in height. Regardless of the number of stories which are to comprise the primary Structure to be located upon the Lot, parking lot lights not to exceed thirty feet (30') in height will be permitted in areas

provided for the maneuvering of trucks or other special equipment or areas designated for concentrated parking. All parking lights shall be bronze fixtures installed on bronze anodized aluminum poles and shall cast sodium lighting. The location for all lights for signage or illumination of the exterior of Structures to be located upon the Lot and lights installed as part of the security for the Structures must be identified and located upon the Final Plans and are subject to the approval of the Architectural Review Committee. Metal halide lighting will be permitted in conjunction with certain building materials, such as reflective glass curtain walls.

Utility Lines. All utility lines shall be constructed under ground.

DRIVEWAYS/TRAFFIC CIRCULATION

Direct Access to Highway. Direct access from S.C. Highway 160 to a Lot shall be provided in no more than two locations: one as a public street designed to serve multiple parcels in the business park and one directly into the customer/office zone of the Lot.

Driveways. Main driveways should be directed toward the primary Structure entry and customer parking areas. Truck access should typically be separated from customer traffic and not have access directly from S.C. Highway 160.

BUILDING ARCHITECTURAL DESIGN STANDARDS

Prohibited Materials. The use of concrete block, corrugated metal, pre-engineered metals installed with exposed fasteners and unfinished pre-cast panels are prohibited in connection with the construction of the exterior of any Structures or other improvements. Subject to the approval of the Architectural Review Committee, the use of pre-engineered metal panel systems with concealed fasteners, pre-cast concrete panels free of imperfections and concrete burrs painted with pre-approved paint, and pre-cast concrete panels free of all imperfections and concrete burrs exhibiting a natural color through the use of exposed aggregates and a colored matrix will be permitted. In its review of Plans, the Architectural Review Committee intends to require materials used in connection with the exteriors of buildings or other Structures to be of high quality and compatible in design and material components with all other Structures within the Lot.

Exterior Equipment. Exterior equipment such as storage tanks, cooling towers, transformers, antennae, electronic receivers and other similar equipment and facilities, including those located upon the roofs of Structures, shall be (i) screened from pedestrian and vehicular view from the streets or sidewalks adjacent to the Lot upon which they are located, or (ii) located upon the Lot subject to the approval of the Architectural Review Committee so as to minimize, to the extent reasonably practical, visibility from adjacent Lots and streets or rights of way. The materials used for screening shall be compatible in architectural and aesthetic design with the building materials employed in construction with the primary Structure or other improvements located upon the Lot.

Specific Architectural Building Controls:

1. Large Structures with broad wall areas shall provide for articulation of public and/or office portions of the building by introducing a change in massing (protruding or recessing a wall segment), a change in material, height, texture, etc.
2. The public/office portions of the primary Structure shall articulate a more human scale, i.e.: use of windows, columns, and/or a pitched roof. Roofs on office areas should be designed to distinguish these areas of the Structure from plant portions of the Structure.
3. Where tilt-up concrete is used, design elements which modify the scale and mass of wall shall be incorporated through design of joints and reveals, banding recesses, etc.
4. Exposed downspouts shall be recessed on the exterior wall of the Structure.

All designed areas outside of the exterior of the Structure and improvements must be clearly designated upon the Final Plans to be reviewed by the Architectural Review Committee.

Licensed Architect or Engineer. All Final Plans submitted for review and approval by the Architectural Review Committee shall be prepared under seal by an architect or engineer licensed to practice in the State of South Carolina.

SIGNAGE STANDARDS

Each Owner shall be permitted to erect one (1) temporary sign per Lot prior to and during construction of Structures and improvements. After construction is substantially complete, temporary signs shall be removed and may be replaced with a single, permanent building identification sign. Each building identification sign will be constructed of standard materials prescribed by the Architectural Review Committee and shall be uniform throughout the Properties. No building identification sign shall be attached to any Structure or building located upon a Lot and shall be free-standing and located in a manner intended to provide ready identification from streets or other rights of way located within the Properties. Subject to requirements of applicable governmental regulations, all directional signs and traffic control signage located throughout the Properties shall be designed in a manner consistent with the requirements for building identification signage adopted by the Architectural Review Committee.

A single ground mounted monument sign not exceeding 6 feet in total height and not exceeding a total of 100 square feet of total sign area is permitted in the buffer zone adjacent to S.C. Highway 160. Additional ground mounted signs not exceeding 4 feet in total height and 50 square feet of total sign area are permitted at the driveway entrances from the internal public street.

The final Plans submitted for approval pursuant to the requirements set forth above, shall identify the location of the permanent building identification sign, if any, which the Owner

desires to locate upon the Lot. Any relocation of or modifications to permanent building identification signs must first be reviewed and approved by the Architectural Review Committee.

LANDSCAPE STANDARDS

It is the intent of the Architectural Review Committee for landscaping and natural terrain to be maintained and controlled in order to provide a uniform and compatible appearance of unimproved areas located throughout the Lots and Properties. The Final Plans to be submitted to the Architectural Review Committee for approval will include a landscaping and irrigation plan, as well as proposals for grading for each Lot. The Association reserves the right of exclusive maintenance within an area of up to twenty feet (20') running from the front boundary line of each Lot and within the boundaries of said Lot as more particularly provided in the Declaration. In addition, the Association will install and maintain all landscaping located within streets or right-of-way areas of the Common Property. Plans submitted for approval will address issues relating to erosion and sedimentation control, temporary drainage, sloping, the location of utilities, clearing of the Lot in conjunction with construction of Structures and improvements and disturbance to the existing terrain. To the extent reasonably practicable, each Owner will be required to employ berming in conjunction with landscaping in order to screen parking and vehicular turn areas. After the completion of construction of Structures and improvements upon any Lot, any additional landscaping site work desired to be undertaken by the Owner which is not contained within approved Plans must be submitted to the Architectural Review Committee for approval prior to the commencement of such work.

All landscape plans and specifications are to be prepared by licensed individuals who are trained in the preparation of such plans and specifications. Open areas not occupied by Structures or paved areas shall be drained, graded and landscaped with lawn, trees and shrubs and shall be irrigated in an approved manner. Areas set aside as natural areas shall also be maintained in an approved manner. All dead plant materials must be removed and all unsightly understory material shall be stripped away to permit growth of existing vegetation and trees. All graded areas adjacent to natural or buffer areas shall be graded in a manner that preserves natural drainage patterns.

During construction, reasonable precautions shall be taken to preserve existing trees. Preservation measures shall include, but are not limited to, the following:

- a. No placement of soil within the tree canopy areas.
- b. Maintenance of the natural draining of individual trees.
- c. Restriction of construction vehicles from entering areas that are scheduled for preservation by providing barriers at the canopy or drip line of the trees. All tree preservation measures, including barricades or fences, shall be shown on the Plans submitted for approval.

GENERAL MAINTENANCE STANDARDS

Each Owner is responsible for maintaining his Lot in a neat, sightly, safe and well-kept manner in all material respects. The Association shall be responsible for enforcement of maintenance standards throughout the Property and will take any necessary steps in order to require Owners to adhere to appropriate standards in all material respects. At a minimum, each Owner shall be responsible for the maintenance of its Lot to a standard and quality of maintenance observed by the Association with respect to its maintenance of the Common Property. Each Owner shall be responsible for the timely removal of diseased or dead growth and the replacement of same, subject to reasonable requirements for planting.

As provided in the Declaration, each Lot may be subject to a lien in the event its Owner, after required notice, fails to maintain the Lot in accordance with uniform standards promulgated by the Association.

WAIVER OF MINOR VIOLATIONS

In addition to the approval of Plans and other matters herein set forth, the Architectural Review Committee shall have the right to waive minor violations and allow minor variances where the same resulted unintentionally or without gross carelessness on the part of any Owner and are not materially harmful to the Properties. If such waiver is granted in writing, then thereafter such matters so waived shall no longer be deemed a violation of the Declaration or these Guidelines. No variance granted pursuant to the authority herein contained shall constitute a waiver of any provisions of the Declaration or these Guidelines as applied to any other person, Owner, Lot or property.

Drawn by and mail after recording to:
Alexander Ricks PLLC (MJH)
1420 E. 7th Street, Suite 100, Charlotte, NC 28204

STATE OF SOUTH CAROLINA

COUNTY OF LANCASTER

2024000053
RESTRICTION
RECORDING FEES \$25.00
PRESENTED & RECORDED:
01-02-2024 01:22:14 PM
BRITTANY GRANT
REGISTER OF DEEDS
LANCASTER COUNTY, SC
BY: STEPHANIE KNIGHT
BK: DEED 1744
PG: 189 - 196

**FIRST AMENDMENT TO
MACMILLAN BUSINESS PARK AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS FIRST AMENDMENT TO MACMILLAN BUSINESS PARK AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Amendment") is made as of the 24th day of October, 2023 (the "Effective Date"), by the undersigned, being Class A Members having greater than fifty percent (50%) of the votes of the **MACMILLAN BUSINESS PARK PROPERTY OWNERS ASSOCIATION, INC.**, a South Carolina non-profit corporation (referred to as "Association").

RECITALS:

WHEREAS, Springland Associates, LLC, a South Carolina limited liability company ("Declarant"), with the consent and permission of BMB Steering Innovation, Inc., a North Carolina corporation, and MacMillan Investments I, LLC, a North Carolina limited liability company, subjected the Properties to that certain MacMillan Business Park Amended and Restated Declaration of Covenants, Conditions, and Restrictions dated as of May 16, 2007 and recorded on May 17, 2007 in Book 399 at Page 37 of the Lancaster County Public Registry (the "Declaration"); and

WHEREAS, pursuant to Article IV, Section 2(b) of the Declaration, the Class B membership terminated on or around May 17, 2022, upon Declarant's conveyance of all of its interest in the Properties (the "Class B Membership Termination"); and

WHEREAS, since the Class B Membership Termination has occurred, the Declaration may be amended by greater than fifty percent (50%) of the votes of the Class A Members of the Association; and

WHEREAS, the undersigned, being the Class A Members having greater than fifty percent (50%) of the votes of the Association desire to amend the Declaration as set forth herein.

NOW, THEREFORE, the undersigned, on behalf of the Association, hereby amend the Declaration as follows:

1. The Recitals above are hereby incorporated into this Amendment. Capitalized terms used but not defined herein shall have the meanings given them in the Declaration.

2. Permitted Uses. Article VIII, Section 1 of the Declaration is hereby amended to reflect that the following use(s) shall be permitted upon that portion of the Properties more particularly described on Exhibit A attached hereto and incorporated herein by reference, so long as such use(s) are also permitted under applicable zoning and other governmental codes, ordinances, rules and regulations: academic and religious campuses, elementary and secondary educational institutions, preschool, daycare and related ancillary uses..

3. The terms and conditions of this Amendment shall be governed by and construed in accordance with the laws of the State of South Carolina. This Amendment shall bind and run with the Property.

4. Except as modified by this Amendment, all of the terms and conditions of the Declaration shall remain in full force and effect. If there is any conflict between this Amendment and the Declaration, this Amendment shall control. Except where the context otherwise requires, all references in this Amendment to the Declaration shall be deemed to include the provisions of this Amendment. The terms and provisions of this Amendment shall be binding upon and shall inure to the benefit of the Owner(s) of the Properties, their respective successors, heirs and assigns, if any.

[SIGNATURES APPEAR ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be executed and delivered as of the day and year first above written.

[Signature]
Witness #1

[Signature]
Witness #2

GREYBRIDGE MACMILLAN, LLC,
LEH SC MACMILLAN, LLC,
a South Carolina limited liability company

By: [Signature]
Name: Brian Cillian
Title: Manager

STATE OF NORTH CAROLINA

COUNTY OF Mecklenburg

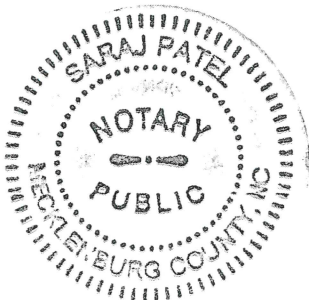
I, the undersigned, a Notary Public of the County and the State aforesaid, certify that Brian Cillian, personally appeared before me this day and acknowledged that he is the Manager of Greybridge MacMillan, LLC, a South Carolina limited liability company, and that by authority duly given and as the act of the limited liability company, he executed the foregoing instrument.

Witness my hand and official seal, this the 2 day of January 2024.

[Signature]
Notary Public

SARAJ PATEL
Print Name

My commission expires: Dec 9th 2025



My Commission Expires
December 9, 2025

BRAN McAGUIRE

Witness #1

LYNN SEARLENT

Witness #2

793 FORT MILL ACQUISITION, LLC,
a Delaware limited liability company

By: [Signature]

Name: Don Burstein

Title: Authorized Signatory

STATE OF Massachusetts

COUNTY OF Norfolk

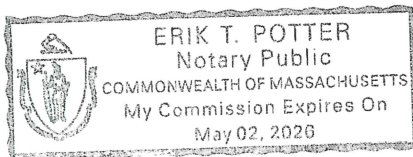
I, the undersigned, a Notary Public of the County and the State aforesaid, certify that Don Burstein, personally appeared before me this day and acknowledged that s/he is the Authorized Signatory of 793 Fort Mill Acquisition, LLC, a Delaware limited liability company, and that by authority duly given and as the act of the limited liability company, s/he executed the foregoing instrument.

Witness my hand and official seal, this the 14th day of November ~~October~~ 2023.

[Signature]
Notary Public

ERIK POTTER
Print Name

My commission expires: 5/2/26



Stephanie Stals
Witness #1

Alena Cuthbert
Witness #2

NUTRAMAX DISTRIBUTION, LLC,
a Delaware limited liability company

By: [Signature]
Name: Troy Henderson
Title: Executive

STATE OF South Carolina

COUNTY OF York

I, the undersigned, a Notary Public of the County and the State aforesaid, certify that Troy Henderson, personally appeared before me this day and acknowledged that s/he is the Executive of Nutramax Distribution, LLC, a Delaware limited liability company, and that by authority duly given and as the act of the limited liability company, s/he executed the foregoing instrument.

Witness my hand and official seal, this the 27 day of ^{November}~~October~~ 2023.



Glenda Bodford
NOTARY PUBLIC
State of South Carolina
My Commission Expires
January 16, 2029

Glenda Bodford
Notary Public

Glenda Bodford
Print Name

My commission expires: Jan. 16, 2029

MB

Witness #1 Cassandra Patterson

R-T. Wise

Witness #2 Richard T. Wise

KEER AMERICA CORPORATION,
a South Carolina corporation

By: [Signature]

Name: Joy Yin

Title: Assistant to General Manager

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STATE OF South Carolina

COUNTY OF York

I, the undersigned, a Notary Public of the County and the State aforesaid, certify that Joy Yin, personally appeared before me this day and acknowledged that s/he is the Assistant to GM of Keer America Corporation, a South Carolina corporation, and that by authority duly given and as the act of the corporation, s/he executed the foregoing instrument.

Witness my hand and official seal, this the 27th day of December 2023.

R-T. Wise

Notary Public

Richard T. Wise

Print Name

My commission expires: October 5, 2033

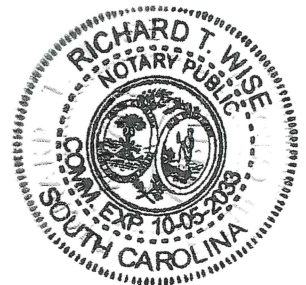


Exhibit A

Lying and being situate in Lancaster County, SC, and being more particularly described as follows:

All that certain piece, parcel or tract of land lying and being situate in Indian Land Township, Lancaster County, South Carolina on the west side of MacMillan Park Drive, approximately 1774 feet south of its intersection with South Carolina Highway 160 in MacMillan Business Park, containing 7.286 acres, more or less and being all of Tract 2 as shown on a map entitled "Plat of Property of Kennametal, Inc." according to the plat thereof recorded in Plat Book 2007, page 183 in the Office of the Register of Deeds of Lancaster County, South Carolina.

The State of South Carolina
Office of Secretary of State Mark Hammond

This is to certify that

Richard T. Wise

was duly appointed and commissioned Notary Public for
South Carolina. The appointment to continue with term
ending October 5, 2033.

R. T. Wise
Notary's Signature

Mark Hammond
Secretary of State

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2024-1893

Contact Person / Sponsor: A. Hardin / Planning

Department: Planning

Date Requested to be on Agenda: 2/26/2024

Council Action Requested:

Approve three readings of Ordinance 2024-1893 in order to address Council's concerns and change the Unified Development Ordinance (UDO) in Chapter 2 to amend nonmetallic mineral product manufacturing from a use permitted with review to a conditional use and to invoke the pending ordinance doctrine.

Strategic Plan Focus Area Alignment:

Points to Consider:

This action is a result of County Council's discussion and concern for the establishment of asphalt plants in the heavy industrial zoned parcels without additional review, particularly by County Council.

Adding the conditional use requirement to these types of manufacturing would assure that County Council would have a review and final determination for this type of use.

This is the first time County Council would use the "Pending Ordinance Doctrine" which, if passes on first reading, would prohibit the issuance of a permit if the use is found to be in conflict with the proposed zoning changes.

Funding and Liability Factors:

N/A

Recommendation:

Approve the Ordinance.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2024-1893	2/8/2024	Ordinance

STATE OF SOUTH CAROLINA

)

ORDINANCE NO. 2024-1893

COUNTY OF LANCASTER

)

AN ORDINANCE

TO AMEND THE UNIFIED DEVELOPMENT ORDINANCE (“UDO”) CHAPTER 2 TO AMEND “NONMETALLIC MINERAL PRODUCT MANUFACTURING” FROM A USE PERMITTED WITH REVIEW (PR) TO A CONDITIONAL USE, AND TO INVOKE THE PENDING ORDINANCE DOCTRINE SO THAT NO PERMIT SHALL BE ISSUED THAT WOULD BE IN CONFLICT WITH THE PROPOSED ZONING CHANGES AS SET FORTH HEREIN

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

Section 1. Findings and Determinations.

The Council of Lancaster County (“Council”) finds and determines that:

- (a) Lancaster County initiated a full rewrite of the Unified Development Ordinance (UDO) in October 2021 to address substantive issues with the UDO, has retained a UDO consultant to assist in the full rewrite of the UDO, and the full rewrite is expected to take another twelve (12) to eighteen (18) months to complete.
- (b) There is an interest in the business community to install a nonmetallic mineral product manufacturing facility in the Lancaster area to serve the construction industry locally.
- (c) There is interest from the general public to prevent nonmetallic mineral product manufacturing operations in proximity to residential zones.
- (d) The Pending Ordinance Doctrine, as defined and applied by the South Carolina Supreme Court in the case of *Sherman vs. Reavis* 273 S.C. 542, 257 S.E.2d 735, and as adopted and applied by the state courts in other decisions, is hereby invoked to preclude issuance of any permits that are in conflict with the intended zoning changes in this ordinance.
- (e) The text amendment is consistent with the applicable provisions of the Comprehensive Plan as required by UDO Section 9.2.15.B.3, as well as applicable provisions of South Carolina Code, Title VI.
- (f) Lancaster County Planning Commission will hold a public hearing and consider the issue at their February 20, 2024 meeting and will convey their report to the County Council prior to a third/final reading of this ordinance.

Section 2. Amendment of Ordinance 2016-1442 (Unified Development Ordinance)

Ordinance 2016-1442 (Unified Development Ordinance), is amended as follows:

CHAPTER 2, SECTION 2.5.3.D USE TABLE - COMMERCIAL/ENTERTAIN INDUSTRY/WHOLESALE/STORAGE
–Change “Nonmetallic Mineral Product Manufacturing” from a Use Permitted with Review (PR) to a Conditional Use in HI zones.

Section 3. Severability.

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

Section 4. Conflicting Provisions.

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

In addition, in furtherance of the above stated findings, County Council declares that the Pending Ordinance Doctrine is invoked and the directions to staff are effective upon first reading, and the ordinance of such direction shall be effective upon third reading, and may only be revoked by a legislative act of equal dignity.

Section 5. Effective Date.

Per the Pending Ordinance Doctrine, this ordinance is in effect as of first reading, and is adopted into the Unified Development Ordinance effective upon Third Reading.

AND IT IS SO ORDAINED

Dated this _____ day of _____, 2024.

LANCASTER COUNTY, SOUTH CAROLINA

Steve Harper, Chair, County Council

Billy Mosteller, Secretary, County Council

ATTEST:

Sherrie Simpson, Clerk to Council

First Reading: February 12, 2024
Second Reading: February 26, 2024
Public Hearing: March 11, 2024
Third Reading: March 11, 2024

Approved as to form:

Virginia Merck-Dupont, County Attorney

Agenda Item Summary

Ordinance # / Resolution #: N/A

Contact Person / Sponsor: Sherrie Simpson/Clerk to Council

Department: County Clerk

Date Requested to be on Agenda: 2/26/2024

Council Action Requested:

Whether to appoint Susannah Baker to the Lancaster County First Steps Board. This nominee is recommended by the Library Director in the County and Dr. April Williams has provided Council with her letter of recommendation, which is attached to this item. There is no term associated with this appointment. When Ms. Baker resigns, Dr. Williams will then recommend someone to fill her appointment.

Strategic Plan Focus Area Alignment:

Points to Consider:

Susannah Baker's application is attached for Council's review and consideration.

Funding and Liability Factors:

There is no funding or liability attached to this appointment.

Recommendation:

Approve the appointment.

ATTACHMENTS:

Description	Upload Date	Type
Application from Susannah Baker for the Lancaster County First Steps Board	2/22/2024	Backup Material
Letter of Recommendation from Library Director	2/20/2024	Letter

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

Name Susannah Baker County Council District District 6

Mailing Address [REDACTED] City/Zip [REDACTED]

Street Address [REDACTED] Registered Voter yes^x no

Tel. Number (home) [REDACTED] (work) [REDACTED] (other) _____

Email: [REDACTED]

Occupation Children's Librarian Place of employment Lancaster County Library

Address 313 S. White St. Lancaster, SC 29720 Normal working hours 8:30-5
(most meetings are scheduled after 6:00 pm - lack of attendance can be reason for replacement on a commission)

Name of Board or Commission in which you are interested

1st choice Lancaster County First Steps 2nd choice _____

3rd choice _____

Reason for interest

I want every child (and parent/caregiver) to be successful in everything that they can image. Being there with the resources to so they are able to reach their highest potential entering school and then after.

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

As children's librarian at Lancaster County Library, I experience with programming for children and resources for little learners and their parents.

Do you presently serve any State, County or Municipal Boards? N/A If yes, list _____

Have you ever served on a county board? N/A If yes, list _____

Additional pertinent information

Applicant's signature  Date 2/20/2024

Receipt of application [REDACTED] an appointment. Applicants will be notified of appointments by mail.

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

To whom it may concern:

Lancaster County Library and First Steps Of Lancaster County are on the frontlines of early literacy development in Lancaster County. We know the impact of early literacy programs on families and small children in our communities. We are committed to getting children ready for school and giving them the tools to start a successful academic career.

Because of this commitment, I am pleased to recommend Lancaster County Library's Youth Services Librarian, Susannah Baker, to the board of First Steps of Lancaster County.

Susannah creates programming to help children not only grasp early literacy skills but develop a love for literature, science, art, and technology even before entering a classroom. She also participates in literacy fairs and workshops at our local schools, promoting the library and our community resources. Before employment at Lancaster County Library, Ms. Baker created programming at The South Carolina State Museum. She is also continuing her education at The University of Alabama, pursuing a Master of Library Science and Information Studies.

I am confident that the Board of First Steps of Lancaster County will benefit greatly from her experience and knowledge of early childhood literacy. Her passion to improve our community is an inspiration to many.

Respectfully,
April R. Williams

Dr. April R. Williams
Director, Lancaster County Library System
aprilwilliams@lancastersc.net
Office: 803-283-6120