

CHESTER COUNTY COUNCIL MEETING

R. Carlisle Roddey Chester County Government Complex

1476 J.A. Cochran Bypass Chester, SC 29706

Monday, March 7th, 2022 at 6:00 PM

Agenda

- 1. Call to Order**
- 2. Pledge of Allegiance and Invocation**
- 3. Approval of Minutes**
 - a. 2-17-2022 Special Called Council Minutes.
 - b. 2-22-2022 Council Minutes.
 - c. 2-24-2022 Special Called Council Minutes.
- 4. Citizen Comments**
- 5. Public Hearing**
 - a. **2nd Reading of 2021-15** An Ordinance To Approve The Execution And Delivery Of A Development Agreement Between The County And Project Cheswick/Stanton And Other Related Matters.
- 6. Ordinances/Resolutions/Proclamations**
 - a. **2nd Reading of 2021-15** An Ordinance to Approve the Execution And Delivery Of A Development Agreement Between The County And Project Cheswick/Stanton And Other Related Matters.
 - b. **2022-4** Resolution Providing Preliminary Approval For Certain Incentives To Induce Last Step Recycling, LLC, Acting For Itself, One Or More Current Or Future Affiliates And Other Project Sponsors (Collectively, "Company"), To Establish Or Expand Certain Facilities In Chester County, South Carolina ("County"), Including (1) A Negotiated Fee In Lieu Of *Ad Valorem* Tax Arrangement; (2) Certain Special Source Credits To Be Applied Against Fees In Lieu Of *Ad Valorem* Taxes; (3) Inclusion Of The Project Site In A Multi-County Industrial Or Business Park; And (4) Other Related Matters.
 - c. **1st Reading of 2022-3** Ordinance Authorizing, Pursuant To Title 12, Chapter 44, And Title 4, Chapter 1 Of The Code Of Laws Of South Carolina 1976, As Amended, The Execution And Delivery Of A Fee-In-Lieu Of Ad Valorem Taxes And Special Source Credit Agreement By And Between Chester County, South Carolina, And Last Step Recycling, LLC, Acting For Itself, One Or More Current Or Future Affiliates And Other Project Companies (Collectively, "Company"); Providing For A Fee-In-Lieu Of Ad Valorem Taxes Incentives; Modifying A Joint County Industrial And Business Park Of Chester And York Counties So As To Enlarge The Park; The Provision Of Special Source Revenue Credits; And Other Related Matters.
 - d. **1st Reading of 2022-4** An Ordinance To Amend the Chester County Ordinance No. 2021-4 The 2021-2022 Chester County Budget Ordinance, In Certain Limited Particulars Only. (Animal Control).
 - e. **2022-3** A Resolution to Authorize The County Of Chester, By Chester County Council, To Sell Certain Vehicles Of The Sheriff's Office Identified Herein Upon Such Terms And Conditions As Described.

7. **Old Business**-None
8. **New Business**
 - a. Council to authorize the approval of \$2500 grant from Project Safe Pet Matching for spay & neuter with a 50% match. -Animal Control Director Kelli Simoneau.
 - b. Approval of bond for Knightsbridge development. Attorney Winters.
9. **Boards and Commissions**- None
10. **Executive Session**
 - a. Receive legal advice regarding project 2220. – Attorney Winters.
 - b. Receive legal advice regarding rebranding marketing. Attorney Winters.
 - c. Receive legal advice regarding the Landfill. -Attorney Winters.
 - d. Receive legal advice regarding changing County Government. – Attorney Winters.
 - e. Receive legal advice on a personnel matter regarding Administrative. – Attorney Winters.
 - f. Receive legal update on existing County litigation. Councilman Wilson.
 - g. Receive legal update on hiring for County positions. Councilman Wilson.
11. **Council Actions Following Executive Session**
 - a. Action taken regarding legal advice for project 2220.
 - b. Action taken regarding legal advice for rebranding marketing.
 - c. Action taken regarding legal advice on the Landfill.
 - d. Action taken regarding legal advice on changing County Government.
 - e. Action taken regarding legal advice on a personnel matter on Administrative.
 - f. Action taken regarding a legal update on existing County litigation.
 - g. Action taken regarding a legal update of the hiring of County positions.
12. **Council Comments**
13. **Adjourn**

Pursuant to the Freedom of Information Act, the Chester News & Reporter, The Herald in Rock Hill, SC, WSOC-TV, Channel 9 Eyewitness News, the Mfg. Housing Institute of SC, WRHI Radio Station, C&N2 News, WCNC News and Capitol Consultants were notified, and a notice was posted on the bulletin board at the Chester County Government Building 24 hours prior to the meeting.

↓ ***PUBLIC NOTICE*** ↓

Chester County Council has relaxed some of the COVID measures put into place for personal appearances at County Council meetings but continues to encourage social distancing while in County facilities.

Guidelines for Addressing Council

Citizens Comments: Each citizen will be limited to three minutes.

Public Hearings: Each citizen will be limited to three minutes.

When introduced: Approach the podium, state your name and address.

Speak loudly and clearly making sure that the microphone is not obstructed.

Do not address the audience – direct all comments to Council.

Do not approach the Council table unless directed.

Anyone addressing Council will be called out of order if you:

Use profanity

Stray from the subject

Make comments personally attacking an individual member of Council

SPECIAL CALLED CHESTER COUNTY COUNCIL MINUTES

R. Carlisle Roddey Chester County Government Complex

1476 J.A. Cochran Bypass Chester, SC 29706

Thursday, February 17th, 2022 at 8:00 AM

Present: Interim Chairman Frederick, Councilman Wilson-by Zoom, Councilwoman Guy
Councilman Vaughn, Councilman Jordan- by Zoom, County Attorney Winters, Clerk to Council
Lee.

Absent: Vice Chairman Branham was absent with prior notification. Councilman Killian was absent.

1. **Call to Order-** Interim Chairman called the meeting to order.

2. **Redistricting**

Attorney Winters stated today was the deadline to submit any final changes to the redistricting map that was presented as draft number one. Council voted Tuesday to decline the second reading and not approve the map. In the council rules of procedure, the ability to what is called reconsideration to bring the second reading back to the table with a motion to reconsider in order to take a different vote. That way Council could make changes to the map so it could be presented to the State by the end of the day which was the deadline to submit. By law Council does have to decide on some redistricting, it was a state mandate. If Council doesn't have any recommendations to the State by the afternoon, according to the State the county could run the risk of litigation with no changes to the map would revert back to the existing map. The goal that was set by the State was a 5% deviation, state law requires no more than 10%. The State selected 5% as the median goal which Chester County was well below that at 3.5%. Councilman Vaughn motioned to reconsider second reading of ordinance 2022-2 for the purpose of conversation and revote, second by Councilwoman Guy. Vote 4-0 to approve.

3. **Ordinance**

a. **2nd Reading of 2022-2 An Ordinance to Provide for the Redistricting of Chester County Council Seats Utilizing Popular Data from The 2020 Federal Census In Accordance With The South Carolina Code Of Law.** Councilman Vaughn motioned to approve, second by Councilman Wilson. Councilwoman Guy stated six blocks was taken from district five and added to district six, which had a higher percentage of minorities than district five, since district five was made by law she wanted some of those blocks to go back to her district. She had spoken to Councilman Killian letting him know she would like to have some of the blocks back so her district would be the same percentage as his was. She implemented she wanted block 45 to come back to her district.

Councilman Wilson stated his concern was if blocks were returned back to district five it would throw the count off. He pointed out in district five the black population was taken from 54.5% to 54.74%, if he was reading the numbers right it was less than a quarter of a percent and did not see a big change. His concern was moving blocks from district six which could short Councilman Killian from not having enough votes.

Councilwoman Guy stated she was trying to get back to the Supreme Court ruling for district five to have a higher percentage of minorities than any other district.

Attorney Winters stated the County could not go above 10 percent, now it was 3.5 percent, if it comes back at seven or eight percent that would be a problem.

Councilwoman Guy stated she would take block 45 back. With no more discussion the vote 4-0 to approve.

4. Adjourn

Councilman Vaughn motioned to adjourn, second by Councilman Wilson. Vote 4-0 to approve.

Pursuant to the Freedom of Information Act, the Chester News & Reporter, The Herald in Rock Hill, SC, WSOC-TV, Channel 9 Eyewitness News, the Mfg. Housing Institute of SC, WRHI Radio Station, C&N2 News, WCNC News and Capitol Consultants were notified, and a notice was posted on the bulletin board at the Chester County Government Building 24 hours prior to the meeting.

CHESTER COUNTY COUNCIL MEETING MINUTES

R. Carlisle Roddey Chester County Government Complex

1476 J.A. Cochran Bypass Chester, SC 29706

Tuesday, February 22nd, 2022 at 6:00 PM

Present: Vice Chairman Branham, Councilman Jordan, Councilwoman Guy, Councilman Killian, Councilman Vaughn, County Attorney Winters and Clerk to Council Lee. **Absent:** Interim Chairman Frederick and Councilman Wilson with prior notification.

1. **Call to Order**-Vice Chairman Branham called the meeting to order.
2. **Pledge of Allegiance and Invocation**- Pledge was recited in unison; Councilwoman Guy gave the invocation.

Vice Chairman Branham called for a motion to remove 8.b due to no information. Councilman Vaughn motioned to remove 8.b., second by Councilman Killian. Vote 5-0 to approve.

3. **Approval of Minutes**
 - a. **February 7th, 2022 Council Minutes.**
Councilwoman Guy motioned to approve, second by Councilman Killian. Vote 5-0 to approve.

4. **Citizen Comments**-No one signed up to speak.

5. **Public Hearing**- No one signed up to speak.

- a. Needs and Assessment Hearing.

6. **Ordinances/Resolutions/Proclamations**

- a. **Proclamation to Honor and Commend Sergeant John “Trey” Hunter III of the Sheriff’s Office.**

Chester County Council and Chester County Sheriff’s Office recognized Sergeant John “Trey Hunter” III who was the recipient of the South Carolina Sheriff’s Association Medal of Valor for his heroic and extraordinary measures while responding to a high-speed chase that involved a suspect who fired shots at law enforcement deputies including him. Through the performance of his courageous acts, and the risk of imminent danger to his own life, he distinguished himself going above and beyond the call of duty, and directly saved the lives of the public and other law enforcement officers.

- b. **Needs and Assessment Hearing. Grazier Rhea, Catawba Regional.**

Grazier Rhea stated the applications for community infrastructure was due the middle of April, applications for community enrichment, neighborhood revitalization program, special projects and public services were due in the middle of September. The list of prioritized needs for 2021 had some to come off such as #3- Continue efforts to prepare for, respond to, and prevent Coronavirus. On #10 the verbiage would change from “extend water and sewer along the I-77 corridor, including the SC Highway 97 interchange from Richburg” to “extend water and sewer along the I-77 corridor, including the SC Highway 97 interchange at exit 55”.

7. **Old Business**

a. **Council to authorize the approval to accept a \$5000 grant from the SC Forestry Commission to purchase Air compressor Cascade Fill Station and additional SCBA units with a match of \$9336.76.- Richburg Fire Chief T Melton.** John Agee stated this should read FEMA grant and not SC Forestry Commission. Clerk to Council Lee stated the documents provided to her were SC Forestry Commission. Councilman Jordan motioned to approve, second by Councilman Vaughn. Vote 5-0 to approve.

b. **Discussion regarding the Redistricting of Chester County Council Seats Utilizing Popular Data from the 2020 Federal Census in Accordance with the South Carolina Code of Law. - Attorney Winters.**

Attorney Winters stated this was done every ten years by census data. Sometimes voting district lines are moved that don't meet the standard deviation which was on the original 2010 map.

State laws allow 10%, she said right now there was three maps before them which were all below 5% that was recommended by the State. Map number one was the original map that started with 3.85% deviation, then map number two that Senator Fanning done at the request of the school board and not requested by the County. Map number two moved people out of district four which brought the deviation down to 3.60%. Map number three was the map Councilwoman Guy requested to move people out of district six back to her district which made the deviation 4.68% which was still below the State's recommendation. On Thursday you will be asked to vote on the third and final reading of the ordinance to adopt one of the three maps.

Councilman Jordan stated he could see the difference in map two and three, but it was still hard to see without the street names.

Attorney Winters stated she was told other counties have street names because they have on a GIS coordinator on staff, and Chester doesn't, but at budget time she thought Council would be asked to consider adding this position.

c. **Update on meeting with Charlie Compton regarding Planning & Zoning. Attorney Winters.**

Attorney Winters stated Council gave authorization to hire Mr. Compton who was a former Lexington County Planning Director. Herself and Planning Director Mike Levister met with him and had a very productive meeting. They discussed ways to establish a plan that would get to the finish line and possibly writing new ordinances and redefining what a planned development was. They also discussed starting the classification process, they were underway with trying to get those things up to date and revitalized so that new growth the county was currently experiencing would be prepared for it than what they are now. Last year Mr. Compton addressed Council about performance zoning and classifying roads.

Councilman Jordan asked what the timeline would be.

Attorney Winters stated they were hoping for April or May timeframe. Mr. Compton was a hard charger.

d. **Discussion regarding the 90-day moratorium placed on planned development applications.**

Attorney Winters stated the Planning department currently had six applications for planned developments, Mr. Levister had explained to all the applicants that for now there was a moratorium. They were willing to wait but sure they will not wait forever. Mr. Levister has also explained to them that they were currently working with Mr. Compton to have everything the way it should be. She asked Council to consider two things, which were the two caveats in the law. One would be the pending ordinance doctrine, if there is an ordinance pending it has full force in effect for a developer that may come in. Council has the ability if it was there if they put forward anything on the table they are protected with their drawings if they are accepted. If the moratorium was dismissed today and their plans are accepted, they are protected going forward if the zoning code changes. This was something she stated they had to keep in mind that if they do a pending ordinance the developers vested rights are protected which was

why they put the moratorium on in the first place, so they weren't engaged with vested rights.

Councilman Jordan stated he thought forty-five days for now, if it needed to be extended, they could come back and revisit it. It was important to have something in place with plan development to give guidance to the developers but also protect the County.

Councilwoman Guy stated the County needed growth, but it would be wise to extend it and not discontinue it. Councilwoman Guy motioned to extend the time to 45 days, second by Councilman Jordan. Vote 5-0 to approve.

8. New Business

a. Council to consider approving UniFirst Uniforms Services a multi-year contract in the amount of \$ 7800.00 for uniforms. - Building Maintenance Director Joe Roberts.

Mr. Roberts stated the money saved if Council approved the request tonight was \$5000 dollars. Attorney Winters stated some of the language would need to be removed from the contract such as wording "arbitration and Massachusetts". She had taken those words out and asked if this was the final contract. Council could still approve with the amendments. Councilman Vaughn motioned to approve contingent upon arbitration and Massachusetts be removed from the contract, second by Councilman Jordan. Vote 5-0 to approve.

b. **Removed-** Approval of bond for Knightsbridge development. County Attorney Winters.

9. Boards and Commissions-None.

10. Executive Session

Councilman Jordan motioned to go to executive session, second by Councilwoman Guy. Vote 5-0 to approve.

- a. Receive legal advice regarding project 2184. Attorney Winters.
- b. Receive legal advice regarding project 2199. Attorney Winters.
- c. Receive legal advice regarding the Landfill. Attorney Winters.
- d. Receive legal advice regarding social media policy. Attorney Winters.

11. Council Actions Following Executive Session

Councilwoman Guy motioned to go back to regular session, second by Councilman Vaughn. Vote 5-0 to approve.

- a. **Action taken regarding legal advice for Project 2184.**
No action was taken, permission to proceed with negotiations.
- b. **Action taken regarding legal advice regarding Project 2199.**
No action was taken, permission to proceed with negotiations.
- c. **Action taken regarding legal advice on the landfill.**
Still in negotiations.
- d. **Action taken regarding legal advice on social media policy.**
Taken as information only.

12. Council Comments

Vice Chairman Branham thanked everyone for the prayers while he was in the hospital.

13. Adjourn

Councilman Killian motioned to adjourn, second by Councilwoman Guy. Vote 5-0 to adjourn.

SPECIAL CALLED CHESTER COUNTY COUNCIL MINUTES

R. Carlisle Roddey Chester County Government Complex

1476 J.A. Cochran Bypass Chester, SC 29706

Thursday, February 24th, 2022 at 8:30 AM

Present: Interim Chairman Dr. Frederick, Vice Chairman Branham Councilman Wilson, Councilwoman Guy, Councilman Vaughn, Councilman Jordan- by Zoom, County Attorney Winters, Clerk to Council Lee.

Absent: Councilman Killian was absent.

1. **Call to Order**-Interim Chairman Dr. Frederick called the meeting to order.
2. **Approval of Minutes**
 - a. **February 15th, 2022 Special Called Minutes.**
Councilman Wilson motioned to approve, second by Councilman Vaughn.
Councilman Jordan and Vice Chairman Branham were not present and did not vote.
Vote 3-0 to approve.
3. **Executive Session**
Vice Chairman Branham motioned to go to executive session, second by Councilman Vaughn.
Vote 5-0 to approve.
 - a. Receive legal advice regarding a contractual matter in the Purchasing Department.
4. **Council Action Following Executive Session**
Vice Chairman Branham motioned to go back to regular session, second by Councilman Vaughn. Vote 5-0 to approve.
 - a. **Action taken regarding legal advice on a contractual matter in the Purchasing Department.** Taken as information only.
5. **Public Hearing**- Interim Chairman Dr. Frederick opened the hearing.
 - a. **3rd Reading of 2022-2** An Ordinance to Provide for the Redistricting of Chester County Council Seats Utilizing Popular Data from The 2020 Federal Census In Accordance With The South Carolina Code Of Law.

Stephen Jackson, 2253 Rodman Road, Chester, SC was in support of map three that Councilwoman Guy chose to have the lines redrawn. He lived in district five and wanted to show his support.

Interim Chairman Dr. Frederick closed the hearing.

6. Ordinance

- a. **3rd Reading of 2022-2 An Ordinance to Provide for the Redistricting of Chester County Council Seats Utilizing Popular Data from The 2020 Federal Census In Accordance With The South Carolina Code Of Law.** Councilman Wilson motioned to approve draft map 3 along with the third reading of the ordinance, second by Vice Chairman Branham. Councilwoman Guy stated she was pleased with map 2 and 3. She did get forty-three people back. She appreciated what she fought for being voted on.

Councilman Wilson stated draft map two didn't change from draft map one. He stated to Councilwoman Guy the changes she wanted was not included in draft map 2 but were included in draft map 3.

Councilwoman Guy stated she was not trying to influence the vote, but she could live with draft map 3. Vote 4-1 to approve. Councilwoman Guy opposed.

7. Adjourn

Councilman Wilson motioned to adjourn, second by Councilman Vaughn. Vote 5-0 to adjourn.

Pursuant to the Freedom of Information Act, the Chester News & Reporter, The Herald in Rock Hill, SC, WSOC-TV, Channel 9 Eyewitness News, the Mfg. Housing Institute of SC, WRHI Radio Station, C&N2 News, WCNC News and Capitol Consultants were notified, and a notice was posted on the bulletin board at the Chester County Government Building 24 hours prior to the meeting.

**CHESTER COUNTY, SOUTH CAROLINA
ORDINANCE NO. 2021-15**

**APPROVING THE EXECUTION AND DELIVERY OF A
DEVELOPMENT AGREEMENT BETWEEN THE COUNTY AND
JDSI, LLC PROJECT STANTON (FORMERLY KNOWN AS
CHESWICK); AND OTHER RELATED MATTERS.**

WHEREAS, according to the provisions of the South Carolina Local Government Development Agreement Act, codified in South Carolina Code Annotated section 6-31-10, *et seq.* (collectively, “Act”), and Chester County Ordinance No. 2021-12 (“Development Agreement Ordinance”), the Chester County Council (“County Council”), as the governing body of Chester County, South Carolina (“County”) is authorized to enter into development agreements to provide for the County’s development;

WHEREAS, the County adopts and incorporates by reference as if fully stated herein in their entirety the County’s findings from the Development Agreement Ordinance;

WHEREAS, the County Planning Director has reviewed the proposed development agreement for the referenced project (“Development Agreement”), the substantially final form of which is attached to this Ordinance as Exhibit A, and which is incorporate herein by reference as if fully stated herein in its entirety and has confirmed to the Development Agreement Ordinance.

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

Section 1. *Incorporation of Findings.* The County hereby adopts and incorporates the findings contained in the “WHEREAS” clauses above.

Section 2. *Development Agreement Requirements.* The County finds the Development Agreement meets the requirements of the Act and the Development Agreement Ordinance.

Section 3. *Development Agreement Approval.* According to the authority provided by the Act and the Development Agreement Ordinance, the Development Agreement, attached as Exhibit A, which is now before this meeting, is approved, and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if such Fee Agreement were set out in this Ordinance in its entirety. The interim Supervisor/Chairman of the County Council and the Clerk of the County Council be, and they are hereby authorized, empowered, and directed to execute, acknowledge, and deliver the Development Agreement in the name and on behalf of the County, and thereupon to cause the Development Agreement to be delivered to the developer. The Development Agreement is to be in substantially the form now before this meeting and hereby approved, or with any changes therein as shall not materially adversely affect the rights of the County thereunder, or otherwise constitute a major or moderate modification as provided in the form of the Development Agreement, and which shall be approved by the County Attorney and the officials of the County executing the same, their execution thereof to constitute conclusive evidence of their approval of all changes therein from the form of Development Agreement now before this meeting.

Section 4. *Additional Provisions.*

(a) The interim Supervisor/Chairman and all other appropriate officials of the County are hereby authorized to execute, deliver, and receive any other agreements and documents as may be required by the County to carry out, give effect to and consummate the transactions authorized by this Ordinance;

(b) This Ordinance shall be construed and interpreted in accordance with the laws of the State of South Carolina;

(c) This Ordinance shall become effective immediately upon approval following third reading by the County Council;

(d) The provisions of this Ordinance are hereby declared to be severable and if any section, phrase, or

provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, that declaration shall not affect the validity of the remainder of the sections, phrases, and provisions hereunder; and

(e) All ordinances, resolutions, and parts thereof in conflict herewith are, to the extent of the conflict, hereby repealed.

[SIGNATURE PAGE AND ONE EXHIBIT FOLLOW]
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CHESTER COUNTY, SOUTH CAROLINA

By: _____
Dr, Wylie Frederick, Interim County Supervisor
Chester County, South Carolina

[SEAL]

Attest:

Karen Lee, Clerk to County Council
Chester County, South Carolina

First Reading: September 7, 2021
Public Hearing: March 7, 2022
Second Reading: March 7, 2022
Public Hearing: March 21, 2022
Third Reading: March 21, 2022

EXHIBIT A
FORM OF DEVELOPMENT AGREEMENT (PROJECT STANTON)

| | | |
|-----------------------|---|-------------------------------------|
| SOUTH CAROLINA |) | DEVELOPMENT AGREEMENT |
| |) | STANTON DEVELOPMENT |
| CHESTER COUNTY |) | (FORMERLY KNOWN AS CHESWICK) |

This **DEVELOPMENT AGREEMENT** (“Agreement”) is entered as of March 21, 2022 (“Agreement Date”), by and among JDSI, LLC, a North Carolina limited liability company (“The Developer”), and the **CHESTER COUNTY, SOUTH CAROLINA** (“County”), a body politic and corporate, a political subdivision of the State of South Carolina (“State”), each a “Party,” collectively “Parties.”

RECITALS

WHEREAS, the Developer owns legal title to certain real property consisting of approximately 234.91+/- acres, located in the County and known as Stanton Development (formerly known as “Cheswick”) and more fully described in Section 1.04 of this Agreement (“Property”); and

WHEREAS, the County has rezoned the Property a PD (Planned Development) District; and

WHEREAS, the Developer and the County have determined that it is in the best interests of the County and the Developer to enter this Agreement to set forth the terms and conditions of the development to achieve a well-coordinated, master planned development, reasonably mitigate any project impacts to the community and achieve predictability to the County and the Developer on the scope and terms of the development; and

WHEREAS, The Developer desires to obtain from the County in connection with the development, and County is willing to provide, assurances: (1) that the Property is zoned a PD (Planned Development) District for the duration of this Agreement, (2) that at receipt of the Developer’s development and construction permits, the Developer may proceed with the planned development and construction, and (3) that the Development Rights (defined below) will be vested for the duration of this Agreement; and

WHEREAS, in connection with the proposed development, the Developer and the County recognize that the scope and term of the planned development under this Agreement accomplish the statutory aims of comprehensive, orderly planning and development in the County, thus providing benefits to the citizens of the County and providing public benefits through, among other things, the donation of funds or financing of those public facilities and services described and identified in this Agreement:

NOW, THEREFORE, in consideration of the foregoing and the terms and conditions set forth in this Agreement, the receipt and sufficiency of such consideration being acknowledged by the parties, and pursuant to the South Carolina Local Government Development Agreement Act, codified in South Carolina Code Annotated sections 6-31-10 through and including 6-31-160, as amended (collectively, “Act”) and Chester County Ordinance No. 2021-12 (“Ordinance No. 2021-12”), the parties to this Agreement, intending to be legally bound, agree as follows:

**ARTICLE I
GENERAL**

Section 1.01. Incorporation. The above recitals are incorporated in this Agreement as if the recitals were set out in this Agreement in its entirety. The findings contained in the Act are incorporated into this Agreement as if it were set out in this Agreement in its entirety.

Section 1.02. Definitions.

(A) In addition to those vest pocket definitions contained throughout this Agreement, as used in this Agreement, the following terms have the following meanings:

(1) “County Council” means the governing body of Chester County, South Carolina.

(2) “Development Rights” means the right of the Developer to develop all or part of the Property in accordance with this Agreement.

(3) “Ordinance No. 2021-12” means Ordinance No. 2021-12 of County which is cited as the Development Agreement Ordinance for Chester County, South Carolina.

(4) “UDO” means the Land Development Ordinance, enacted June 3, 1996, as amended to be the most current adopted version on file with the County.

(B) Unless the context clearly indicates otherwise, terms not otherwise defined in this Agreement have the meanings set forth in the Act and Ordinance No. 2021-12 or the UDO.

Section 1.03. Parties. The Parties to this Agreement are the County and the Developer.

Section 1.04. Property. This Agreement applies to two (2) parcels of land identified as Chester County, South Carolina Tax Map Nos. 124-00-00-027-000 and 124-00-00-024-000, which is also referred to as the Property and reflected on Exhibit A, attached hereto, and incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety.

Section 1.05. Zoning. The Property is currently zoned PD (Planned Development) pursuant to, collectively, CCMA21-15 and CCMA21-16.

Section 1.06. Development Program.

(A) The UDO provides for the development uses on the Property, including population densities, building intensities and height.

(B) All lots for the Development must meet all standards contained in the most current version of the UDO unless otherwise modified by this Agreement. In the event of a conflict between the standards contained in the UDO and this Agreement, the terms of this Agreement control. The Development Program for the Property is set forth in Exhibit B, attached hereto and incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety

Section 1.07. Development Schedule.

(A) The estimated development schedule for the Property is set forth on Exhibit C, attached hereto and incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety.

(B) The County and the Developer acknowledge that the development schedule is an estimate. The failure of the Developer to meet a commencement or completion date does not, in and of itself, constitute a material breach of this Agreement, but must be judged based on the totality of the circumstances. The

development schedule is a planning and forecasting tool only. The County and the Developer acknowledge that actual development is likely to take place at a different pace than set forth in the development schedule because of future market forces.

(C) The County agrees that if the Developer requests an adjustment to the development schedule, including commencement dates and interim completion dates, then the dates must be modified if the Developer is able to demonstrate and establish that there is good cause to modify those dates. "Good cause" includes, but is not limited to, changes in market conditions, provided, however, under no circumstances shall commencement of construction occur on or after a date that is 15 months after the Agreement Date, excepting on account of force majeure (which for purposes of this subitem (C), means any circumstance or event outside of the reasonable control of the Developer).

(D) Periodic adjustments to the development schedule do not require a formal amendment to this Agreement and are not considered a major modification. To adjust the development schedule, the Developer shall submit a proposed adjustment in writing, substantially in the form of Exhibit F attached hereto, to the Planning Director for the County who shall forward copies of the proposed adjustment to each member of County Council. The proposed adjustment shall include an explanation and justification. The proposed adjustment shall become effective 45 days from receipt by the Planning Director for the County unless County Council has disapproved the proposed adjustment by adoption of a resolution to that effect within the 45-day period.

Section 1.08. Relationship of Parties. This Agreement creates a contractual relationship between the Parties. This Agreement is not intended to create, and does not create the relationship of partnership, joint venture, or any other relationship wherein any one of the parties may be held responsible for the acts of any other party. This Agreement is not intended to create and does not create a relationship whereby any one of the Parties may be rendered liable in any manner for the debts or obligations of any other party, to any person, firm, corporation, or entity whatsoever, whether the debt or obligation arises under this Agreement or outside of this Agreement.

Section 1.09. Benefits and Burdens.

(A) The Parties agree that the burdens of this Agreement are binding upon, and the benefits of this Agreement shall inure to, all successors in interests to the Parties to this Agreement.

(B) Except for the owners and lessees of completed residences on individual lots who are the end users and not the Developers thereof and the owners and lessees of individual lots, who are not the Developers and who intend to build a residence on the lot for the owner or lessee to occupy, any purchaser or other successor in title is responsible for performance of the Developer's obligations pursuant to this Agreement as to the portion of the Property so transferred. The Developer must give notice to County of the transfer of property to a Developer in the manner prescribed in section 3.05.

(C) The Developer acknowledges and agrees that it and its successors and assigns (i) are responsible for the development of the Property, (ii) will develop the Property in accordance with the terms and conditions of this Agreement, and (iii) acknowledge agricultural activities, including, but not limited to, production of crops, animal husbandry, land application of animal waste, the raising, breeding, and sale of livestock and poultry, including confinement feeding operations, use of farm machinery, and the sale of farm products may be practiced and take place in the area of the Property. The Developer stipulates and will include such notice of agricultural activities in the homeowners' association documents and restrictive covenants, and more specifically in a standalone restrictive covenant, for the Property so all subsequent owners are aware of such agricultural activities. The Developer shall remain fully vested with all of the rights, benefits, and privileges arising out of this Agreement during the Term of this Agreement except as may be assigned for assumed from time to time consistent with this Agreement.

Section 1.10. Term. The term of this Agreement shall commence on the Agreement Date and terminate 10 years thereafter as provided herein or by the Act; provided, however that the Developer and the County may extend the Term of this Agreement or enter into subsequent development agreements upon mutual written consent to the extent permitted by the Act.

The expiration of the Term of this Agreement shall have no effect on the validity or authority of any restrictive covenants except as may be specifically provided for therein.

Section 1.11. Required Information. Ordinance No. 2021-12 requires a development agreement to include certain information. Exhibit D contains the required information or identifies where the information may be found in this Agreement. Exhibit D is attached hereto and incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety.

ARTICLE II REPRESENTATIONS AND WARRANTIES

Section 2.01. Representations and Warranties of County.

(A) The County has found that the development permitted by this Agreement is consistent with County's comprehensive plan and UDO.

(B) The County has approved this Agreement by adoption of Ordinance No. 2021-15 in accordance with the procedural requirements of the Act, Ordinance No. 2021-12 and any other applicable state law.

(C) The County represents that prior to the final reading of Ordinance No. 2021-15 that at least two public hearings were held after publication of the required notice and the publication of a notice of intent to consider a proposed development agreement.

Section 2.02. Representations and Warranties of The Developer.

(A) The Developer represents that the number of acres of highland contained in the Property is approximately 234.9+/- acres.

(B) The Developer represents that, as of the Agreement Date, it owns legal title to the Property.

(C) The Developer represents and warrants that the execution, delivery, and performance by the respective individual or entity signing this Agreement on behalf of the party has been duly authorized and approved by all requisite action on the part of the Developer.

ARTICLE III DEVELOPMENT RIGHTS

Section 3.01. Vested Right to Develop.

(A) The County agrees that the Developer, upon receipt of its development permits as identified in section 3.04, may proceed to develop the Property according to this Agreement and the UDO. The right of the Developer to develop the Property as set forth in this Agreement is deemed vested with the Developer for the term of this Agreement when the Developer has complied with all requirements of section 5.19 of this Agreement.

(B) The County agrees that the specific Laws and Land Development Regulations in force as of the Agreement Date as set forth in Exhibit E to this Agreement, attached hereto and incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety, shall govern all aspects of the development of the Property, according to this Agreement, for the term of this Agreement.

(C) The Developer has a vested right to proceed with the development of the Property in accordance with the zoning classification set forth in, collectively, CCMA21-15 and CCMA21-16, the UDO and the terms of this Agreement if and only if the Developer has complied with all the requirements of section 5.19 of this Agreement.

(D) To the extent that this Agreement may contain zoning and development standards which conflict with existing zoning and development standards, including zoning and development standards contained in the UDO, the standards contained in this Agreement supersede all other standards and this Agreement is deemed controlling.

(E) The Developer acknowledges that the County shall not accept financial guarantees for water, sewer and storm water infrastructure and the water, sewer and storm water infrastructure must be installed, tested and in acceptable condition before final plat approval.

Section 3.02. RESERVED.

Section 3.03. Applicability of Subsequently Adopted Laws and Land Development Regulations.

(A) It is recognized that laws and regulations will periodically change. The County shall not, unless consented to by Developer, enforce subsequently adopted laws and land development regulations on the development of the Property except in conformance with the procedures and provisions of Section 6-31-80(B) of the Act in effect as of the Effective Date.

(B) Notwithstanding the provisions of subsection (A) of this Section, County agrees that if County imposes a moratorium or other similar restriction that would curtail or hinder the rate at which development can occur, then the moratorium or other similar restriction shall not apply to the Development of the Property. No moratorium or schedule for allocation or approval of any development permits as set forth in Section 3.04 hereof, or any other subsequently adopted laws and land development regulations shall affect the rights and prerogatives of the Developer under this Agreement except in conformance with Section 5.02 hereof.

(C) The Developer agrees to comply with any county-wide storm water regulations, building, housing, electrical, plumbing, and gas codes adopted by County after the Agreement Date and in force at the time plans for buildings are submitted to the County for review. Nothing in this Agreement is intended to supersede or contravene the requirements of any storm water, building, housing, electrical, plumbing, or gas code adopted by the County.

Section 3.04. Development Permits.

(A) Notwithstanding this Agreement, the Developer shall obtain all local development permits for the development of the Property. Local development permits, approvals, and processes, some of which may have been obtained or complied with as of the Agreement Date, may include, but are not limited to:

- (1) Site Plan approval;
- (2) Preliminary plan approval;
- (3) Final plat approval;
- (4) Zoning permits;
- (5) Building permits; and
- (6) Sign permits.

(B) The failure of this Agreement to address a particular development permit, condition, term, or restriction does not relieve the Developer of the necessity of complying with this Agreement, the law governing the permitting requirements, conditions, terms, or restrictions, as may be applicable. The failure of this Agreement to address a particular development permit does not abrogate the Development Rights arising out of this Agreement where such development permit is customary or necessary for the development of the Property, and consistent with the intent and purpose of this Agreement.

(C) With respect to the County's review and processing of subdivision plats, development plan applications, grading permits, building permits, certificates of occupancy and other County permits, applications and approvals relating to the development of the Property (including dwellings and other improvements thereon), the County shall approve or reject (and, in the case of a rejection, provide feedback necessary for the Developer to resubmit any such submittals) within the time limitations as set forth in the County ordinances.

Section 3.05. Transfer of Real Property and Assignment of Development Rights.

(A) Nothing in this Agreement shall limit or constrain the Developer's right to legally convey, sell, transfer, ground lease, or otherwise dedicate any portion or all of the Property or an interest therein to any other person, firm, corporation, or entity.

Together with any conveyance or transfer of interest in a portion or all of the Property, the Developer may assign any portion or all of its Development Rights under this Agreement to such transferee or grantee, provided, however, that the County as a result of the assignment does not release any current or subsequent Developer from any or all of its obligations under this Agreement taking place or to have taken place as a Developer during its ownership of the Property. If a purchaser, lessee, or other successor in interest of any portion of the Property becomes a Developer under this Agreement, then each current and subsequent Developer remains, and the additional Developer becomes, responsible for the performance of the development obligations and the additional Developer is entitled to the Development Rights appurtenant to the portion of the Property so transferred, upon the recording with the Chester County Clerk of Court, together with recording of the instrument transferring an interest in the Property, an Assignment substantially in the form of Exhibit G attached hereto that (i) indicates the grantee's or transferee's acceptance of the development obligations, and (ii) identifies the Development Rights assigned to the grantee or transferee, appurtenant to the portion of the portion or all of the Property so assigned. The Developer may, at its sole discretion, retain those certain Development Rights and development obligations with respect to the portion of Property conveyed or transferred as may be more specifically set forth in the Assignment.

The Developer may transfer any or all Development Rights and/or development obligations to any person, firm, corporation, or entity even in an absence of a transfer of portion of Property and shall be entitled to effect a recording of an Assignment in accordance with this Section 3.05(A). Upon completion of the assignment, the Property Owner agrees to notify the County of such transfer and provide information in connection therewith, including the name, address and contact information for the transferee. This notification to the County shall occur prior to notification to third parties and/or a public announcement of the transfer.

Any Developer shall be entitled to legally convey real property in accordance with this Agreement and to legally assign its Development Rights and/or development obligations in accordance with this Section 3.05(A) in an instrument substantially in the Form of Assignment attached hereto as Exhibit G.

(B) The recording requirement of an Assignment shall not apply to (i) any mortgage lender either as the result of foreclosure of any mortgage secured by any portion of the Property or any other transfer in lieu of foreclosure; (ii) any third-party purchaser at such a foreclosure; or (iii) any third party purchaser of such mortgage lender's interest subsequent to the mortgage lender's acquiring ownership of any portion of the Property as set forth above. Any such mortgage lender or subsequent purchaser shall be bound by the

development obligations and be a beneficiary of the Development Rights as the Developer successor in title to the Developer.

(C) Notwithstanding anything to the contrary in this Agreement, the Developer shall have the right to manage its corporate affairs in such manner that may cause another person, firm, corporation, or entity, including without limitation, the Developer's subsidiaries and affiliates, to assume some or all of the Developer's Development Rights and/or development obligations pursuant to this Agreement (the "Assumption"). The provisions of Section 3.05(A) hereof pertaining to Assignment of Development Rights and development obligations to the Developers shall not apply to an Assumption. Timely following any Assumption, the Developer shall notify the County of the identity and address of the person, firm, corporation, or entity for the purpose of Section 5.01 hereof, and such person, firm, corporation, or entity shall be substituted and considered the Developer under this Agreement. Where an Assumption pertains only to a portion of the Developer's Development Rights and/or development obligations pursuant to this Agreement, the Developer shall also notify the County of the extent to which the Development Rights and/or development obligations shall be assumed.

ARTICLE IV DEDICATIONS AND FEES AND RELATED AGREEMENTS

Section 4.01. Purpose of Article. The Parties understand and agree that Development of the Property imposes certain burdens and costs on the County, including those for certain services and infrastructure improvements. Eventually, *ad valorem* taxes collected from the Property may, but are not necessarily guaranteed to, meet, or exceed the burdens and costs placed on the County, but certain initial costs and capital expenditures are now required that are not to be funded by any increase in taxes paid by existing residents of the County. The purpose of this article is to identify the matters agreed upon to be provided by the Developer to mitigate such burdens and costs.

Section 4.02. Payment of Costs. In addition to any other fees for which this Agreement provides, the Developer shall pay the County's legal fees incurred with the preparation of this Agreement, various conferences with County staff, and attendance at County meetings, and other related matters, in an amount not to exceed \$7,500. Such amount shall be paid within 30 days of the Developer's receipt of an invoice for legal fees, which shall contain a generic (non-privileged) description of the services performed but need not include individual time entries and descriptions.

Section 4.03. Other Charges or Fees.

(A) The Property shall be subject to development and/or permit fees enacted by the County that are in effect on the Agreement Date, of County-wide application and that relate to the County's costs of processing applications, issuing development permits, reviewing plans, conducting inspections, or similar type processing costs. The property shall not be subject to any additional development and/or permit fees enacted by the County after the Agreement Date, however characterized.

(B) All single-family detached and attached dwellings shall be subject to a \$1,500 impact fee, payable by the building permit applicant to the County at the time of issuance of the building permit.

Section 4.04. Infrastructure and Services. The Parties recognize that most of the direct costs associated with the Development of the Property will be borne by the Developer, and many necessary infrastructure improvements and services will be provided by the Developer or other governmental or quasi-governmental entities, and not by the County. For clarification, the Parties make specific note of and acknowledge the following:

(A) Roads. The Developer is responsible for the construction and costs of all roads, whether for public or private use, within the Property including but not limited to any necessary entrance and intersection improvements as required by the South Carolina Department of Transportation related to the development

of the Property. All roads must be constructed in accordance with the County's road standards. The road improvements are expected to be implemented on a schedule consistent with the development of the Property as contained in the development schedule and as necessary to serve the development. The Developer is also responsible for maintenance of all roads that are not public roads. The Developer acknowledges that the County will only accept and maintain as public roads those roads constructed in full compliance with the UDO and providing connectivity to the County road system or serving as a necessary component for the proper development of the County road system. The County will not accept the roads within the Property into the County road system for any other purpose, including, but not limited to, maintenance. The Developer may transfer the ownership of the roads and its obligations for the roads to a homeowners' or property owners' association or similar organization.

(B) Potable Water, Sewage Treatment, and Disposal. Potable water, sewage treatment and disposal will all be supplied to the Property by one or more of the following: Chester Metropolitan District, Chester County Wastewater Recovery, and/or some other public or private entity. The Developer will construct, or cause to be constructed, all necessary water and sewer service infrastructure within the Property and the water and sewer service infrastructure will be maintained by the appropriate provider and *not* the County. The County is not responsible for any construction, treatment, maintenance, or costs associated with water or sewer service or water and sewer service infrastructure to or within the Property. The water and/or sewer service infrastructure is expected to be implemented on a schedule consistent with the development of the Property as contained in the development schedule and as necessary to serve the development. The Developer acknowledges that the County has no authority or responsibility for providing potable water services or sewer services in the County and that each service provider is a separate apart and distinct from the County over which the County has no control.

(C) Storm Water Management. The Developer will construct or cause to be constructed all storm water runoff and drainage improvements within the Property required by the development of the Property and such infrastructure will be maintained by the Developer or a homeowners' association. The County is not responsible for any construction, maintenance or costs associated with the storm water runoff and drainage for the Property. Storm water management improvements are expected to be implemented on a schedule consistent with the development of the Property as contained in the development schedule and as necessary to serve the development.

(D) Solid Waste Collection. The County shall provide solid waste collection to the Property on the same basis as is provided to other residents and businesses in the County. It is understood and acknowledged that the County does not presently provide solid waste disposal for single, multi-family or commercial developments. Residential units shall be served by a private waste hauling company.

(E) Fire Service, Emergency Medical Service, and Law Enforcement. The Property is in Richburg Fire Protection District service area and fire services will be provided by the Richburg Fire Protection District, or its successor entities. The Developer will dedicate one and three-quarters (1.75) acres of the Property along Wylies Mill Road, such location to be mutually approved by the Developer and the County, for use by fire services, emergency medical services, law enforcement departments, and/or other public service uses.

(F) School Services. Public school services are now provided by the Chester County School District. The Developer acknowledges that the County has no authority or responsibility for providing public school services in the County.

ARTICLE V MISCELLANEOUS

Section 5.01. Notices. Any notice, election, demand, request or other communication to be provided under this Agreement shall be in writing and shall be effective (i) when delivered to the party named below, (ii) when deposited with the United States Postal Service, certified mail, return receipt requested, postage

prepaid, or (iii) when deposited in Federal Express (or any other reputable national “next day” delivery service) addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

To County: Chester County, South Carolina
Attn: Interim County Supervisor/Administrator
1476 J.A. Cochran Bypass (hand delivery/courier service)
Post Office Box 580
Chester, South Carolina 29706

With a Copy to (does not constitute notice):

The Winters Law Firm, PA
Attn: Joan E. Winters, Esq.
105 Main Street (hand delivery/courier service)
Post Office Box 127
Chester, South Carolina 29706

With a Copy to (does not constitute notice):

King Kozlarek Law LLC
Attn: Michael E. Kozlarek, Esq.
201 Riverplace Suite 500 (29601) (hand delivery/courier service)
Post Office Box 565
Greenville, South Carolina 29602-0565

To The Developer: JDSI, LLC
Attn: Judson Stringfellow
2116 Crown Centre Dr, Suite 200 (mail/hand delivery/courier service)
Charlotte, North Carolina 28227

With a Copy to (does not constitute notice):

Morton & Gettys, LLC
Attn: Daniel J. Ballou
331 E. Main St., Ste. 300 (29730, hand delivery or overnight)
Post Office Box 707 (29731, US Mail)
Rock Hill, South Carolina

Section 5.02. Amendments.

(A) This Agreement may not be amended or cancelled in whole or in part except upon mutual consent of the County and the Developer, and in compliance with the Act. An amendment to this Agreement must be in writing. No statement, action or agreement made after the Agreement Date shall be effective to change, amend, waive, modify, discharge, terminate or effect an abandonment of this Agreement in whole or in part unless such statement, action or agreement is in writing and signed by the party against whom the change, amendment, waiver, modification, discharge, termination, or abandonment is sought to be enforced.

(B) Any major modification of this Agreement shall constitute an amendment of this Agreement and may occur only pursuant to the public notice and hearing requirements of the Act. Minor and moderate modifications to this Agreement, enumerated in Exhibit B attached hereto, may be made without a public

hearing or an amendment of this Agreement upon mutual written consent of the County and the Developer. A proposed modification not enumerated in Exhibit B shall be deemed a major modification.

(C) This Agreement must be modified or suspended as may be necessary to comply with any state or federal laws or regulations enacted after the Agreement Date which prevents or precludes compliance with one or more of the provisions of this Agreement but only to the extent necessary to effectuate compliance with the state or federal law.

Section 5.03. Periodic Review. At least every 12 months, the Planning Director for the County, or the designee of the Planning Director for the County, must review compliance with this Agreement by the Developer. At the time of review the Developer must demonstrate good faith compliance with the terms of the Agreement.

Section 5.04. Breach of Agreement.

(A) If, as a result of the periodic review provided in section 5.03 of this Agreement or at any other time, the Planning Director for the County, or the Planning Director's designee, determines that the Developer has committed a breach of the terms or conditions of this Agreement, then the Planning Director for the County shall serve notice in writing, within a reasonable time after the periodic review, on the Developer setting forth with reasonable particularity the nature of the breach and the information supporting the determination, and providing the Developer 60 days in which to cure or rectify said breach or account for those obligations pursuant to this Agreement that have a material effect on the ability of the Developer to cure such breach.

(B) If the Developer fails to cure the breach within 60 days, or if the breach cannot be cured within such 60 days period and the Developer does not commence to cure the breach within such 60 days period, and thereafter diligently pursue the same to completion, then the County may unilaterally terminate or modify this Agreement; provided, that prior to terminating or modifying this Agreement as provided in this section, County Council must first give the Developer the opportunity (i) to rebut the determination, or (ii) to consent to amend the Agreement to meet the County's concerns with respect to the determination.

Section 5.05. Enforcement. The Parties shall each have the right to enforce this Agreement, if not cured within the applicable cure period, by any remedy available at law or in equity, including specific performance, and the right to recover attorney's fees and costs associated with enforcement.

Section 5.06. No Third-Party Beneficiary. The provisions of this Agreement may be enforced only by the Parties and their successors and assigns. No other persons, natural or corporate, shall have any rights hereunder.

Section 5.07. Recording of Agreement. The Parties agree that the Developer shall record this Agreement with the County Clerk of Court within 14 days after the date of execution of this Agreement.

Section 5.08. Administration of Agreement. The County is the only local government that is a party to this Agreement and the County is responsible for the Agreement's administration.

Section 5.09. Effect of Annexation and Incorporation. The Parties agree that this Agreement remains in effect if the Property is, in whole or in part, included in any municipality. The Parties acknowledge that upon incorporation or annexation the application and duration of this Agreement is controlled by section 6-31-110 of the Act. The County reserves the right to enter into an agreement with the newly incorporated municipality or the annexing municipality for the administration and enforcement of this Agreement after the date of incorporation or annexation.

Section 5.10. Estoppel Certificate. Any of the Parties may, at any time, and from time to time, deliver written notice to the other party requesting the party to certify in writing: (i) that this Agreement is in full

force and effect, (ii) that this Agreement has not been amended or modified, or if so amended, identifying the amendments, and (iii) whether, to the knowledge of the party, without inquiry, the requesting party is in default or claimed default in the performance of its obligation under this Agreement, and, if so, describing the nature and amount, if any, of any such default or claimed default, and (iv) whether, to the knowledge of the party, without inquiry, any event has occurred or failed to occur which, with the passage of time or the giving of notice, or both, would constitute a default and, if so, specifying each such event.

Within 60 days of a receipt of a written request sent by the Developer to the County, the County shall issue an estoppel certificate in recordable form that with regard to the portion or all of the Property described in the request, and except as stated, to the best of the County's knowledge, without any inquiry, there are no violations or breaches of this Agreement. The estoppel certificate will be binding on the County in accordance with the facts and statements contained therein as of its date and may be relied upon by all persons having notice thereof. If the County does not respond to such request within 60 days of its receipt, the Property described in the request shall be deemed in compliance with this Agreement.

Section 5.11. Entire Agreement. This Agreement sets forth, and incorporates by reference all the agreements, conditions, and understandings among the Parties relative to the Property and its Development and there are no promises, agreements, conditions, or understandings, oral or written, expressed or implied, among the Parties relative to the matters addressed in this Agreement other than as set forth or as referred to in this Agreement.

Section 5.12. Covenant to Sign other Documents. The County and the Developer acknowledge that consummation of the transactions contemplated by this Agreement may require the execution contemporaneously with the execution of this Agreement and thereafter of certain documents in addition to this Agreement, and the County and the Developer agree to cooperate with the execution thereof.

Section 5.13. Construction of Agreement. The Parties agree that each party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or exhibits to this Agreement.

Section 5.14. Assignment. The rights, obligations, duties, and responsibilities devolved by this Agreement on or to the Developer are assignable to any other person, firm, corporation, or entity except that the assignment must conform to the requirements of Section 1.09 and Section 3.05 hereof. The County may assign its rights, obligations, duties, and responsibilities devolved by this Agreement on or to the County to any other person, firm, corporation, or entity.

Section 5.15. Governing Law; Jurisdiction; and Venue.

(A) This Agreement is governed by the laws of the State of South Carolina.

(B) The Parties agree that jurisdiction and venue for disputes relating to this Agreement is the 6th Judicial Circuit of the State of South Carolina.

Section 5.16. Counterparts. This Agreement may be executed in several counterparts in original, facsimile, or electronic means, provided such means of execution are sufficient for recording, each of which shall be deemed an original, and such counterparts shall constitute but one and the same instrument.

Section 5.17. Eminent Domain. Nothing contained in this Agreement shall limit, impair, or restrict the County's right and power of eminent domain under the laws of the State of South Carolina.

Section 5.18. Severability. If any part of this Agreement is held to be void by a court of competent jurisdiction, the remaining provisions of this Agreement shall be unaffected and shall be given such construction as to permit it to comply with the requirements of all applicable laws and the intent of the Parties

hereto. In the event that any part or all of this Agreement is held to be void by a court of competent jurisdiction, the provisions of Ordinance 2021-15 shall remain effective until amended through such process as may be required for the amendment of the Ordinance 2021-15 by the County at the time of the amendment.

Section 5.19. When Agreement takes Effect. This Agreement is dated as of the Agreement Date and takes effect when (i) the County and the Developer have each executed the Agreement, and (ii) the Developer has delivered to the County Supervisor clocked-in copies, of the recorded Agreement. If the County Supervisor has not received clocked-in copies of the Agreement within 10 business days after recording the Agreement with the Chester County Clerk of Court, then this Agreement is automatically terminated without further action of either the County or the Developer. The obligation of the Developer pursuant to section 4.02 is effective on the date the last Party to sign this Agreement executes this Agreement and the obligations imposed on the Developer pursuant to section 4.02 survives the termination of this Agreement pursuant to this Section.

Section 5.20. Indemnification Covenants.

(A) Except as provided in paragraph (d) below, the Developer shall indemnify and save the County, its employees, elected officials, officers and agents (each, an “Indemnified Party”) harmless against and from all liability or claims arising from the County’s execution of this Agreement, performance of the County’s obligations under this Agreement or the administration of its duties pursuant to this Agreement, or otherwise by virtue of the County having entered into this Agreement.

(B) The County is entitled to use counsel of its choice and the Developer shall reimburse the County for all its costs, including attorneys’ fees, incurred in connection with the response to or defense against such liability or claims as described in paragraph (a), above. The County shall provide a statement of the costs incurred in the response or defense, and the Developer shall pay the County within 30 days of receipt of the statement. The Developer may request reasonable documentation evidencing the costs shown on the statement. However, the County is not required to provide any documentation which may be privileged or confidential to evidence the costs.

(C) The County may request the Developer to resist or defend against any claim on behalf of an Indemnified Party. On such request, the Developer shall resist or defend against such claim on behalf of the Indemnified Party, at the Developer’s expense. The Developer is entitled to use counsel of its choice, manage, and control the defense of or response to such claim for the Indemnified Party; provided the Developer is not entitled to settle any such claim without the consent of that Indemnified Party.

(D) Notwithstanding anything in this Section or this Agreement to the contrary, the Developer is not required to indemnify any Indemnified Party against or reimburse the County for costs arising from any claim or liability (i) occasioned by the acts of that Indemnified Party, which are unrelated to the execution of this Agreement, performance of the County’s obligations under this Agreement, or the administration of its duties under this Agreement, or otherwise by virtue of the County having entered into this Agreement; or (ii) resulting from that Indemnified Party’s own negligence, bad faith, fraud, deceit, or willful misconduct.

(E) An Indemnified Party may not avail itself of the indemnification or reimbursement of costs provided in this Section unless it provides the Developer with prompt notice, reasonable under the circumstances, of the existence or threat of any claim or liability, including, without limitation, copies of any citations, orders, fines, charges, remediation requests, or other claims or threats of claims, in order to afford the Developer notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

[TWO SIGNATURE PAGES AND SEVEN EXHIBITS FOLLOW]
[REMAINDER OF PAGE INTENTIONALLY BLANK]

WITNESSES:

Carolina
Name:

Name:

Attest:

Karen Lee
Clerk to County Council

COUNTY:

CHESTER COUNTY, SOUTH CAROLINA,
a political subdivision of the State of South

By: Dr. Wylie Frederick
Its: Interim County Supervisor

[COUNTY SEAL]

STATE OF SOUTH CAROLINA)
)
COUNTER OF CHESTER)

ACKNOWLEDGMENT

Dr. Wylie Frederick, who personally appeared before me and proved to me through government-issued photo identification to be the above-named person and acknowledged the execution and delivery of the within name Development Agreement and that s/he executed and delivered the same as his/her own free act and deed.

Dated: _____

Notary Public for the State of South Carolina

My commission expires: _____

[NOTARIAL SEAL]

EXHIBIT A
PROPERTY DESCRIPTION

Parcel # 1: TAX PARCEL 124-00-00-027-000

That certain tract or parcel of land situated, lying, and being in Chester County, South Carolina and being more particularly described as follows:

BEGINNING at an existing metal “u” post marking the southwest corner of the J.C. Alvarez, III & Billie Jean D. Alvarez property as described in Deed Book 804, Page 66, said post also lying on the northern line of the Kirkpatrick Acquisitions, LLC property as described in Deed Book 923, Page 156, and runs thence with the Kirkpatrick Acquisitions, LLC property two (2) courses and distances as follows: (1) South 67-04-05 West 1,531.49 feet to an existing rebar with cap; (2) North 67-00-08 West 1,200.07 feet to the base of an existing #5 rebar marking the eastern corner of the Thomas J. Gast Family Limited Partnership as described in Deed Book 722, Page 122, Deed Book 722, Page 117 & Deed Book 722, Page 112; thence with the Thomas J. Gast Family Limited Partnership property South 86-25-35 West 244.23 feet to an existing 3/4” iron pipe with elbow marking the southeast corner of the St. Katherine Properties, LLC property as described in Deed Book 926, Page 109 & Deed Book 926, Page 112; thence with the St. Katherine Properties, LLC property two (2) courses and distances as follows: (1) North 07-51-05 East 184.41 feet to an existing 1” aluminum pipe; (2) North 07-38-42 East 1,269.93 feet to an existing 1” iron pipe lying on the southern line of the J.C. Alvarez, III & Billie Jean D. Alvarez property as described in Deed Book 534, Page 61; thence with the Alvarez property four (4) courses and distances as follows: North 87-38-19 East 399.98 feet to an existing 1” iron pipe; (2) North 42-24-10 West 229.46 feet to an existing 1/2” x 1” iron rod with stones; (3) North 56-08-06 East 1,653.98 feet to an existing #5 rebar; (4) South 20-20-45 East 1,165.58 feet to an existing metal “u” post marking the northwest corner of the J.C. Alvarez, III & Billie Jean D. Alvarez property as described in Deed Book 804, Page 66; thence with the Alvarez property South 22-24-07 East 1,420.13 feet to the Point or Place of **BEGINNING**; containing 115.96 acres of land.

AND

Parcel # 2: TAX PARCEL 124-00-00-024-000

That certain tract or parcel of land situated, lying, and being in Chester County, South Carolina and being more particularly described as follows:

BEING all of the property shown in the “Boundary and Subdivision Survey of W.C Kirkpatrick Lands for Mulvaney Properties” recorded in the Office of the Clerk of Court for Chester County South Carolina in Plat Cabinet D, Slide 91, Page 3, LESS AND EXCEPT Tracts A & B; containing 118.95 acres

[NOTHING SUBSTANTIVE FOLLOWS ON THIS PAGE]

EXHIBIT B
DEVELOPMENT PROGRAM

1. *Stanton Conceptual Rezoning Plan*: The Stanton Conceptual Rezoning Plan, which is attached hereto as Exhibit B-1, and the Stanton Anticipated Project Schedule, which is attached hereto as Exhibit B-2, both of which are incorporated herein by reference, and made a part hereof, shall serve as the general guide for the location of public facilities, roads, buildings, and other development features. The Property shall be generally developed consistent with the approved Stanton Conceptual Rezoning Plan and associated exhibits unless otherwise modified consistent with the terms of the Agreement.

2. *Zoning District*: The Property is in the PD (Planned Development) zoning district and shall be developed consistent with the provisions of the applicable zoning restrictions/requirements unless otherwise specified in the Agreement.

3. *Permitted Uses*: The Property shall be permitted to include commercial development, including all permitted uses in the Limited Commercial District as set forth in the Chester County Zoning Ordinance, enacted April 6, 1998, as amended. The Property shall also be permitted to be developed as a residential community to include single-family detached dwellings, single-family attached dwellings (townhomes), attached dwellings (apartments), and their associated accessory uses and amenities (including, but not limited to, clubhouses, pools, pocket parks, seating areas, landscaped areas, playgrounds, open multi-purpose lawn spaces, dog parks, and trails), with all other uses permitted within the applicable zoning district(s) and not identified as being prohibited. The permitted location of said uses on the Property shall be identified on the approved Stanton Conceptual Rezoning Plan.

4. *Prohibited Uses*: The following uses shall not be permitted on the Property regardless of the provisions contained in the UDO: gas station, vape lounge, and gaming.

5. *Dimensional Requirements*: The Property shall comply with the dimensional requirements (*i.e.*, building setbacks, height, and related provisions) specified in the UDO and noted in the table below:

MODIFIED MINIMUM DIMENSIONAL STANDARDS*

a. Uses and densities for the development will be limited as shown on the Stanton Conceptual Rezoning Plan.

b. No homes will front on the main boulevard identified as “Road A” on the Stanton Conceptual Rezoning Plan.

c. Maximum structure height shall be 35 feet (*not applicable to church spires, belfries, cupolas, domes, utility and communication towers, chimneys, flag poles, and antennae*).

d. Medium Density Area:

- i. Minimum lot width: 50’
- ii. Minimum lot size: 6,000 square feet
- iii. Minimum front setback: 25’
- iv. Minimum side setback: 6’
- v. Minimum rear setback: 20’

e. Low Density Area:

- i. Minimum lot width: 60’

- ii. Minimum lot size: 7,200 square feet
 - iii. Minimum front setback: 25'
 - iv. Minimum side setback: 6' (12' setback from roadway for corner lots)
 - v. Minimum rear setback: 20'
- f. Attached Single Family (Townhome) Area
- i. Minimum Lot Width: 20'
 - ii. Minimum front setback: 20'
 - iii. Minimum side setback: 5'
 - iv. Minimum rear setback: 20'

* All other development standards shall conform to the General Provisions, Permitted Uses and Lot Information, Lot Standards, Transportation and Site Circulation, Environmental, Landscape, Open Space and Signage, Architecture, Phasing, and Fire provisions as generally set forth in the Stanton Conceptual Rezoning Plan.

6. *Maximum Development Intensity:* The maximum number of residential units developed at the Property shall be limited to 1,150.

7. *Residential Section – Site Layout and Architecture:*

a. General Site Layout: The site layout shall generally conform to the Stanton Conceptual Rezoning Plan.

b. Architecture: Architectural standards for buildings shall generally conform to the Stanton Conceptual Rezoning Plan.

8. *Commercial Section-Site Layout and Architecture:*

a. General Site Layout: The site layout shall generally conform to the Stanton Conceptual Rezoning Plan.

b. Architectural Design and Materials: Architectural standards for buildings shall generally conform to the Stanton Conceptual Rezoning Plan.

9. *Open Space and Landscaping:* A minimum of 15% of the total development acreage shall be set aside as open space including, but not limited to, parks, green space, buffers, and water quality facilities. All open space will be managed by the homeowners' association.

10. *Transportation:* Offsite and onsite improvements shall conform to the Stanton Conceptual Rezoning Plan.

11. *Modification of Development Program:* It is recognized that periodic modifications to the Development Program may be needed to address market conditions, environmental challenges, and other elements. The following will outline the processes for Minor, Moderate, and Major Modifications to this Exhibit B. Modifications to other sections of the Agreement will be processed in accordance with those provisions.

ORDINANCE NO. 2021-15

a. Minor Modifications: Minor Modifications shall only be to the Stanton Conceptual Rezoning Plan. The Planning Director for the County shall determine what shall constitute a Minor Modification and have the authority to administratively approve such. The following modifications, adjustment, and clarifications shall constitute Minor Modifications to this agreement:

- i. Correction of any typographic or scrivener's error.
- ii. Minor adjustments to the site layout caused by environmental features, adaptations to comply with regulatory requirements, and other changes considered incidental by County staff.
- iii. Administrative determinations pursuant to a periodic review in accordance with Section 5.03 of the Agreement.
- iv. Recording of any subsequent laws or regulations enforceable pursuant to the public hearing provisions of Section 6-31-80(B) of the Act.
- v. Recording of modification in the addressee provisions of Section 5.01 of the Agreement.
- vi. Recording of any instruments or documentation to evidence any act permissible or regulated pursuant to the terms of the Agreement, where the Agreement does not specifically provide for the recording of such instruments or documentation.
- vii. Dimensional adjustments that are within ten percent (10%) of the dimensional requirements in the Agreement or other applicable County codes or ordinances, as approved by the Planning Director for the County.

b. Moderate Modifications: Moderate Modifications are those modifications to the Stanton Conceptual Rezoning Plan that are not caused by environmental features, adaptations to comply with regulatory requirements, and are not considered by County staff to be incidental changes or are modifications to the text of Exhibit B that do not reflect the inclusion of new land use categories, increases to maximum dwelling units or square footage allowances. Moderate Modifications may be approved by the resolution of the County Council after a review and recommendation is provided by County Staff. Approved Moderate Modifications shall be recorded by the Developer and made an amendment to this Exhibit B.

c. Major Modifications: Major Modifications are those that do not qualify as either a Minor or Moderate Modification, such as a substantive change in the location of land uses or the addition of new external access points to the public road system. Major Modifications must be processed and considered in the same manner as set forth in Ordinance No. 2021-12 for a proposed development agreement.

[NOTHING SUBSTANTIVE FOLLOWS ON THIS PAGE]

EXHIBIT C
DEVELOPMENT SCHEDULE

This estimated Development Schedule is subject to update according to Section 1.07 of the Agreement. Within 60 days after the Agreement Date, the Developer anticipates beginning environmental assessments, site development studies, and/or plan development for the Property. Subject to approval by the County of development plans and permits, which approval the County agrees that it will not unreasonably withhold, the Developer anticipates beginning construction at the Property within 15 months after the Agreement Date. Consistent with the long-term approach to planning and developing the Property, the County and the Developer anticipate the following interim completion dates for development of the Property pursuant to the Agreement, subject to force majeure (as within defined).

| <u>Year</u> | <u>Percentage Completed</u> |
|--------------------|------------------------------------|
| 5 | 50% |
| 10 | 100% |

For the limited purpose of this Exhibit C only, the Development of any portion of the Property shall be deemed completed upon the approval of a final plat for such portion.

[NOTHING SUBSTANTIVE FOLLOWS ON THIS PAGE]

EXHIBIT D
REQUIRED INFORMATION

ORDINANCE NO. 2021-15

The Act and Ordinance No. 2021-12 require a development agreement to include certain information. The following information is provided in conformance with the Act and Ordinance No. 2021-12.

(A) a legal description of the property subject to the agreement and the names of the property's legal and equitable owners. The legal description of the Property is set forth in Exhibit A. As of the Agreement Date, JDSI, LLC, is the legal and equitable owner of the Property.

(B) the duration of the agreement which must comply with section 6-31-40 of the Act. See section 1.10.

(C) a representation by the Developer of the number of acres of highland contained in the property subject to the agreement. See section 2.02.

(D) the then current zoning of the property and a statement, if applicable, of any proposed re-zoning of the property. See section 1.05.

(E) the development uses that would be permitted on the property pursuant to the agreement, including population densities, building intensities, and height. See section 1.06.

(F) a description of the public facilities that will service the development, including who provides the facilities, the date any new facilities, if needed, will be constructed, and a schedule to assure public facilities are available concurrent with the impacts of the development construction timeline for those facilities. If the agreement provides that the County shall provide certain public facilities, the agreement shall provide that the delivery date of the public facilities will be tied to defined completion percentages or other defined performance standards to be met by the Developer. See article IV.

(G) a description, where appropriate, of any reservation or dedication of land for public purposes and any provisions to protect environmentally sensitive property as may be required or permitted pursuant to laws in effect at the time of entering into the agreement. The Developer shall comply with all applicable environmental laws.

(H) a description of all local development permits approved or needed to be approved for the development of the property together with a statement indicating that the failure of the agreement to address a particular permit, condition, term, or restriction does not relieve the Developer of the necessity of complying with the law governing the permitting requirements, conditions, terms, or restrictions. See section 3.04.

(I) a finding that the development permitted or proposed is consistent or will be consistent by the time of execution of the agreement, with the County's comprehensive plan and land development regulations. See section 2.01(A).

(J) a description, where appropriate, of any provisions for the preservation and restoration of historic structures. The Developer shall comply with all laws applicable to the preservation and restoration of historic structures within the Property.

(K) a development schedule including commencement dates and interim completion dates at no greater than five-year intervals. See section 1.07 and Exhibit C.

(L) if more than one local government is made party to the agreement, a provision stating which local government is responsible for the overall administration of the agreement. See section 5.08.

(M) a listing of the laws and land development regulations that will apply to the development of the property subject to the agreement, including citation to specific ordinance numbers, portions of the County Code of Ordinances, or both. See section 3.01(B) and Exhibit E.

ORDINANCE NO. 2021-15

(N) a provision, consistent with section 6-31-80 of the Act, addressing the circumstances under which laws and land development regulations adopted after the execution of the agreement apply to the property subject to the agreement. See section 3.03.

(O) a provision stating whether the agreement continues to apply to the property or portions of it that are annexed into a municipality or included in a newly incorporated area and, if so, that the provisions of section 6-31-110 of the Act apply. See section 5.09.

(P) a provision relating to the amendment, cancellation, modification, or suspension of the agreement. See section 5.02.

(Q) a provision for periodic review, consistent with the provisions of Exhibit A, item (Q) of Ordinance No. 2021-12. See section 5.03.

(R) a provision addressing the effects of a material breach of the agreement, consistent with the provisions of Exhibit A, item (R) of Ordinance 2021-12. See section 5.04.

(S) a provision that the Developer, within 14 days after the County executes the Agreement, will record the Agreement with County Clerk of Court. See section 5.07.

(T) a provision that the burdens of the Agreement are binding on, and the benefits of the Agreement shall inure to, the County and the Developer. See section 1.09(A).

(U) a provision addressing the conditions and procedures by which the Agreement may be assigned, if applicable. See section 1.09(B), section 3.05, and section 5.14.

[NOTHING SUBSTANTIVE FOLLOWS ON THIS PAGE]

EXHIBIT E
LAWS AND LAND DEVELOPMENT REGULATIONS

1. Collectively, CCMA21-15 and CCMA21-16 zoning the Property as PD (Planned Development).
2. Ordinance No. 2021-14, approving this Development Agreement.
3. Ordinance No. 2021-12, the Development Agreement Ordinance.
4. Unified Development Ordinance of Chester County: Land Development Ordinance, enacted June 3, 1996, as amended, as of the Agreement Date (“UDO”). The UDO includes Ordinance No. 2021-12, as amended, as of the Agreement Date and which is cited as the Land Development Regulations of Chester County. A copy of the UDO has been signed by the Parties and is on file in the office of County Planning Department.
5. Land Development Regulations of Chester County: *See* Unified Development Ordinance of Chester County.
6. Zoning Ordinance, enacted April 6, 1998, as amended.

[NOTHING SUBSTANTIVE FOLLOWS ON THIS PAGE]

EXHIBIT F
FORM REQUEST TO MODIFY DEVELOPMENT SCHEDULE

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHESTER)
ADDENDUM
TO
DEVELOPMENT AGREEMENT

THIS ADDENDUM TO A DEVELOPMENT AGREEMENT (“Addendum”) is made effective on the

[insert recording date of Addendum]

, by Chester County, a political subdivision of the State of South Carolina, and

[insert JDSI, LLC, a North Carolina limited liability company, or its successor or assign]

RECITALS

WHEREAS, JDSI, LLC, a North Carolina limited liability company (the “Property Owner”), is a party to that certain Development Agreement with CHESTER COUNTY, SOUTH CAROLINA (the “County”), effective date of _____, 2021, recorded on _____, 2021 in the office of Chester County Clerk of Court in Book _____, Page _____ (the “Development Agreement”); and

[if applicable, insert successor or assign of JDSI, LLC as a Developer pursuant to an Assignment]

WHEREAS, the Development Agreement is appurtenant to and runs with that certain real property situate in Chester County, South Carolina, as set forth on a legal description of the real property attached to the Development Agreement as Exhibit A (the “Property”); and

WHEREAS, without limitation, Section 1.07. of the Development Agreement establishes a vested right in a Development Schedule, together with commencement, interim completion, and completion dates for development of the Property in accordance with the terms of the Development Agreement; and

WHEREAS, without limitation, Section 1.07. of the Development Agreement provides that the

[insert either Property Owner or Developer]

(hereinafter the “Petitioner”) may request a modification in the Development Schedule of Section 1.07. of the Development Agreement; and

WHEREAS, Section 1.07. of the Development Agreement further provides that where the Petitioner demonstrates that there is good cause to modify the Development Schedule, the County shall approve such request within 45 days of its submittal, and that such modification shall not constitute or require an amendment of the Development Agreement; and

WHEREAS, the Petitioner has requested, and the County has approved, a modification in the Development Schedule of Section 1.07. of the Development Agreement as more specifically set forth herein below with respect to the portion of the Property more specifically identified in the legal description attached hereto as Attachment A (the “Addendum Property”).

NOW, THEREFORE, the Petitioner desires to execute and record this Addendum to the Development Agreement to modify the Development Schedule of Section 1.07. of the Development Agreement as follows:

1. Modification of Development Phasing Schedule. The Development Schedule for the Addendum Property shall hereby be modified as follows:

[insert description of the proposed modification, including a proposed schedule for the submittal of the Development Applications consistent with the proposed modification]

2. Approval by County. This modification of the Development Schedule for the Addendum Property has been approved by the County as evidenced by the Planning Director's signature and insignia imprinted below. This approval constitutes a finding by the County that the Petitioner has demonstrated good cause to modify the Development Schedule for the Addendum Property.

[insert name]
Chester County Planning Director

Planning Director's Dated Stamp of Approval

3. Effect of Modification of Development Phasing Schedule. Except as specifically modified in this Addendum with respect to the Development Schedule for the Addendum Property, no other modification or amendment of the Development Agreement shall be effected by the recording of this Addendum, and all other terms and conditions of the Agreement shall remain in full force and effect. This Addendum shall be binding upon the County, the Petitioner, its successors and assigns, and shall run with the title to the Addendum Property.

4. Recording Required. This Addendum shall be recorded by the Petitioner within fourteen (14) days of the date of County's approval herein below. The modification of the Development Schedule shall be effective upon the recording of this Addendum, and this Addendum as recorded shall constitute conclusive evidence of the same.

5. Authority. The Petitioner represents and warrants that this Addendum has been duly authorized by all necessary corporate action.

**[insert Section 6. only if Petitioner is not JDSI, LLC or its
successor in corporate interest]**

6. Consent by Property Owner. The undersigned Property Owner hereby consents to the modification of the Development Phasing Schedule for the Addendum Property:

Witness:

Property Owner:

Print Name: _____

By: _____

Print Name: _____

Print Name: _____

Its: _____

STATE OF _____

COUNTY OF _____

Personally appeared before me the undersigned witness who being duly sworn deposes and says that he/she saw the within named _____, (name), the _____ (title) of _____ (Property Owner), _____ (corporate form), sign, and as its act and deed deliver the foregoing instrument for the uses and purposes therein mentioned, and that he/she, together with _____ (witness #2), the other witness subscribed above, witnessed the execution thereof.

Sworn to before me this _____
day of _____, 20____

Notary Public for _____
County, State of _____

(Witness #1 sign here)

My Commission Expires: _____

[NOTARIAL STAMP-SEAL]

[Insert Signature Pages for Petitioner]

[Insert Attachment A: Legal Description of Assignment Property]

**EXHIBIT G
FORM ASSIGNMENT**

| | | |
|--------------------------------|---|--------------------------------------|
| STATE OF SOUTH CAROLINA |) | ASSIGNMENT AND ASSUMPTION |
| |) | OF CERTAIN DEVELOPMENT RIGHTS |
| |) | AND OBLIGATIONS PURSUANT TO |
| COUNTY OF CHESTER |) | A DEVELOPMENT AGREEMENT |

THIS ASSIGNMENT AND ASSUMPTION OF CERTAIN DEVELOPMENT RIGHTS AND OBLIGATIONS PURSUANT TO A DEVELOPMENT AGREEMENT (“Assignment”) is made effective on the

[insert date of Assignment]

, by

[insert name of assignor]

, (the “Assignor”), and

[insert name of assignee]

, (the “Assignee”), (collectively, the “Parties”).

RECITALS

WHEREAS, JDSI, LLC, a North Carolina limited liability company, is a party to that certain Development Agreement with CHESTER COUNTY, SOUTH CAROLINA, effective date of _____, 2021, recorded on _____, 2021 in the office of Chester County Clerk of Court in Book _____, Page _____ (the “Development Agreement”); and

WHEREAS, the Development Agreement is appurtenant to and runs with that certain real property situate in Chester County, State of South Carolina, as set forth on a legal description of the real property attached to the Development Agreement as Exhibit A (the “Property”); and

WHEREAS, the Development Agreement establishes certain vested Development Rights and development obligations as more specifically set forth therewith; and

WHEREAS, Section 3.05. of the Development Agreement authorizes the conveyance, sale, transfer, ground lease, and other dedications by JDSI, LLC and its successors and assigns of any portion or all of the Property, and Sections 3.05 and 5.14. of the Development Agreement authorizes the Assignment by JDSI, LLC and its successors and assigns, of any portion or all of its Development Rights and/or development obligations to such transferee or grantee; and

[insert interim conveyances and assignments, if any]

WHEREAS, on

[insert date of contract to sell and purchase a portion or all of the Property]

Assignor and Assignee entered into a contract to sell and purchase that portion of the Property as more specifically set forth in the legal description attached hereto as Attachment A (the “Assignment Property”); and

WHEREAS, in consideration of Assignor's agreement to convey the Assignment Property to Assignee, Assignee has agreed to assume those certain development obligations under the Development Agreement appurtenant to the Assignment Property as more specifically set forth herein below; and

WHEREAS, in consideration of Assignee's agreement to acquire the Assignment Property, Assignor has agreed to assign to Assignee those certain Development Rights under the Development Agreement appurtenant to the Assignment Property as more specifically set forth herein below.

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the Parties agree as follows:

1. **Assignment and Assumption of Development Rights.** Assignor hereby assigns to Assignee, and Assignee hereby assumes from Assignor, those certain Development Rights as specifically set forth herein:

[insert assigned Development Rights]

2. **Retained Development Rights.** Assignor retains any and all Development Rights not specifically assigned to Assignee herein above, including without limitation:

[insert retained Development Rights]

3. **Assignment and Assumption of Development Obligations.** Assignor hereby assigns to Assignee and Assignee hereby assumes from Assignor those certain development obligations as specifically set forth herein:

[insert assigned development obligations]

4. **Retained Development Obligations.** Assignor retains the following development obligations:

[insert retained development obligations]

5. **Release; Indemnity.** Assignee hereby releases Assignor and its successors and assigns (other than Assignee and its affiliates, successors and assigns) from any and all liability in connection with the performance of any of the development obligations and the exercise of any Development Rights as specifically set forth herein above. Assignee shall indemnify, defend, and hold harmless Assignor and its members, managers, officers, agents, employees, successors and assigns, from and against all losses, fines, penalties, liabilities, claims, demands, causes of action, costs and expenses (including, without limitation, reasonable attorneys' and consultants' fees) arising in any manner, directly or indirectly, out of or by reason of the development obligations and Development Rights as specifically set forth hereinabove. This indemnification shall survive the execution and delivery of this Assignment and the closing of the sale of the Assignment Property to Assignee.

6. **Severability.** If any provision of this Assignment shall be held to be invalid or unenforceable, then the validity and enforceability of the remaining provisions shall not be affected thereby.

7. **Notice to Chester County.** Assignor covenants and agrees for the benefit of Assignee that, to the full extent required under the Development Agreement, Assignor shall, prior to or contemporaneously with the making hereof, comply with all requirements of the Development Agreement regarding notice of Assignment to Chester County. Pursuant to Section 3.05 of the Development Agreement, Assignee shall have the obligation to record this executed Assignment with the Chester County Clerk of Court, together with the recording of the instrument transferring an interest in the Assignment Property to Assignee.

8. Binding Effect. This Assignment shall be binding upon the Parties hereto and their respective successors and assigns and shall run with the title to the Property.

9. Authority. The undersigned Parties each represent and warrant that this Assignment has been duly authorized by all necessary company action.

10. Counterparts. This Assignment may be signed in one or more counterparts which, together, shall constitute one agreement.

[Insert Signature Pages]

[Insert Attachment A: Legal Description of Assignment Property]

STATE OF SOUTH CAROLINA)
)
 CHESTER COUNTY)

2022-4 A RESOLUTION OF
 CHESTER COUNTY, SOUTH CAROLINA

PROVIDING PRELIMINARY APPROVAL FOR CERTAIN INCENTIVES TO INDUCE LAST STEP RECYCLING, LLC, ACTING FOR ITSELF, ONE OR MORE CURRENT OR FUTURE AFFILIATES AND OTHER PROJECT SPONSORS (COLLECTIVELY, “COMPANY”), TO ESTABLISH OR EXPAND CERTAIN FACILITIES IN CHESTER COUNTY, SOUTH CAROLINA (“COUNTY”), INCLUDING (1) A NEGOTIATED FEE IN LIEU OF AD VALOREM TAX ARRANGEMENT; (2) CERTAIN SPECIAL SOURCE CREDITS TO BE APPLIED AGAINST FEES IN LIEU OF AD VALOREM TAXES; (3) INCLUSION OF THE PROJECT SITE IN A MULTI-COUNTY INDUSTRIAL OR BUSINESS PARK; AND (4) OTHER RELATED MATTERS.

WHEREAS, Chester County, South Carolina (“County”), acting by and through its County Council (“County Council”), is authorized and empowered, under and pursuant to the provisions of the Code of Laws of South Carolina 1976, as amended through the date hereof (“Code”), particularly Title 12, Chapter 44 thereof (“Negotiated FILOT Act”) and Title 4, Chapter 1 of the Code (“Multi-County Park Act” or, as to Section 4-1-175 thereof, and, by incorporation, Section 4-29-68 of the Code, “Special Source Act,” collectively with Negotiated FILOT Act, “Act”), and by Article VIII, Section 13 of the South Carolina Constitution: (i) to enter into agreements with certain investors to establish projects through which the economic development of the State of South Carolina (“State”) will be promoted and trade developed, thus utilizing and employing the manpower, agricultural products, and natural resources of the State; (ii) to covenant with such investors to accept certain fee in lieu of *ad valorem* tax (“FILOT”) payments including, but not limited to, negotiated FILOT (“Negotiated FILOT”) payments, with respect to a project; (iii) to create, in conjunction with one or more other counties, a multi-county industrial or business park to allow certain enhanced income tax credits to such investors; and (iv) to permit investors to claim special source revenue or infrastructure credits (“Special Source Credits”) against their FILOT payments to reimburse investors for expenditures in connection with certain infrastructure and other qualifying property related to a project;

WHEREAS, Last Step Recycling, LLC, a Georgia limited liability company authorized to transact business in the State, acting for itself, one or more current or future affiliates and other project sponsors (collectively, “Company”) proposes to invest in, or cause others to invest in, the establishment or expansion of an automotive shredder residue recycling facility in the County (“Project”), which the Company expects will result in the investment of approximately \$42,000,000 in taxable property; and

WHEREAS, on the basis of the information supplied to it by the Company, the County has determined the Project would subserve the purposes of the Act and would be directly and substantially beneficial to the County, the taxing entities of the County and the citizens and residents of the County due to the employment and investment associated therewith, which contribute to the tax base and the economic welfare of the County, and, accordingly, the County wishes to induce the Company to undertake the Project by offering the FILOT, Special Source Credits and other incentives hereinafter described, subject, however, to final approval by ordinance of the County Council.

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

Section 1. As contemplated by Section 12-44-40(I) of the Code, based solely on information provided to the County by the Company, the County makes the following findings and determinations: (a) the Project will constitute a “project” within the meaning of the Negotiated FILOT Act; (b) the Project, and the County’s actions herein, will subserve the purposes of the Negotiated FILOT Act; (c) the Project is anticipated to benefit the general public welfare of the State and the County by providing services, employment, recreation, or other public benefits not otherwise provided locally; (d) the Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against its general credit or taxing power; (e) the purposes to be accomplished by the Project are proper governmental and public purposes; (f) the benefits of the Project are greater than the costs; and (g) the Project will have a substantial public benefit.

Section 2. Subject to the provisions of the Act and to final approval by the Council through adoption of an ordinance (“Approving Ordinance”), the County Council Interim Chair/County Supervisor and other officials of the County as may be designated by the Approving Ordinance are authorized, by and on behalf of the County, to enter into a FILOT and Special Source Credit agreement with the Company containing the terms and conditions summarized in the proposed term sheet appended hereto as Attachment A, which is incorporated in this Resolution by reference as if fully set forth in this Resolution, and other terms and conditions as may be authorized by the Approving Ordinance. Capitalized terms utilized in Attachment A and not otherwise defined in therein shall have the meanings ascribed to them in this Resolution.

Section 3. All orders, resolutions, and parts thereof in conflict herewith are to the extent of that conflict hereby repealed. This Resolution shall take effect and be in full force upon adoption by the Council.

[ONE SIGNATURE PAGE AND ONE EXHIBIT FOLLOW]
[REMAINDER OF PAGE INTENTIONALLY BLANK]

Adopted: March 7, 2022

CHESTER COUNTY, SOUTH CAROLINA

Chairman/Interim Supervisor
Chester County Council

(SEAL)
ATTEST:

Clerk to Council

ATTACHMENT A
PRELIMINARY TERM SHEET*
FEE IN LIEU OF TAX AGREEMENT BY AND BETWEEN
CHESTER COUNTY, SOUTH CAROLINA, AND LAST STEP RECYCLING, LLC
AND ONE OR MORE AFFILIATES OR OTHER PROJECT SPONSORS

Company Commitments: \$42,000,000 aggregate, taxable investment

Basic FILOT Terms: 6% assessment ratio; fixed millage rate of 0.4893 (being the millage rate in effect for all applicable overlapping taxing districts as of June 30, 2022); 5-year investment period; 30-year payment period for each annual increment of investment during investment period; real property not subject to reassessment

Multi-County Park: All property of Company in County to be designated as part of a multi-county industrial or business park

Special Source Revenue Credit: 50% Special Source Credits applied against each of the first five FILOT Payments to be paid with respect to the Project

*Terms set forth in this Attachment are summary in nature and shall be set forth in greater detail, including any clawbacks, in the final fee in lieu of tax (or other similar) agreement.

**CHESTER COUNTY
ORDINANCE NO. 2022-3**

AUTHORIZING, PURSUANT TO TITLE 12, CHAPTER 44, AND TITLE 4, CHAPTER 1 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED, THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF AD VALOREM TAXES AND SPECIAL SOURCE CREDIT AGREEMENT BY AND BETWEEN CHESTER COUNTY, SOUTH CAROLINA, AND LAST STEP RECYCLING, LLC, ACTING FOR ITSELF, ONE OR MORE CURRENT OR FUTURE AFFILIATES AND OTHER PROJECT COMPANIES (COLLECTIVELY, "COMPANY"); PROVIDING FOR A FEE-IN-LIEU OF AD VALOREM TAXES INCENTIVES; MODIFYING A JOINT COUNTY INDUSTRIAL AND BUSINESS PARK OF CHESTER AND YORK COUNTIES SO AS TO ENLARGE THE PARK; THE PROVISION OF SPECIAL SOURCE REVENUE CREDITS; AND OTHER RELATED MATTERS.

WHEREAS, Chester County, South Carolina ("County"), acting by and through its County Council ("Council"), is authorized and empowered, under and pursuant to the provisions of the Code of Laws of South Carolina 1976, as amended through the date hereof ("Code"), particularly Title 12, Chapter 44 thereof ("Negotiated FILOT Act") and Title 4, Chapter 1 of the Code ("Multi-County Park Act" or, as to Section 4-1-175 thereof, and, by incorporation, Section 4-29-68 of the Code, "Special Source Act") (collectively, "Act"), and by Article VIII, Section 13 of the South Carolina Constitution: (i) to enter into agreements with certain investors to establish projects through which the economic development of the State of South Carolina ("State") will be promoted and trade developed, thus utilizing and employing the manpower, agricultural products, and natural resources of the State; (ii) to covenant with such investors to accept certain fee in lieu of *ad valorem* tax ("FILOT") payments, including, but not limited to, negotiated FILOT ("Negotiated FILOT") payments, with respect to a project; (iii) to permit investors to claim special source revenue or infrastructure credits against their FILOT payments ("Special Source Credits") to reimburse such investors for expenditures in connection with certain infrastructure and other qualifying property related to a project; and (iv) to create, in conjunction with one or more other counties, a multi-county industrial or business park to allow certain enhanced income tax credits to such investors and to facilitate the grant of Special Source Credits;

WHEREAS, pursuant to the Title 4, Section 1 of the Code of Laws of South Carolina, 1976, as amended ("Park Act"), the County and York County entered into that certain Master Agreement Governing the York-Chester Industrial Park between Chester County, South Carolina, and York County, South Carolina, effective December 31, 2012, (as amended, modified, and supplemented, collectively, "Park Agreement") whereby the County and York County agreed to develop a joint county industrial or business park eligible to include property located in either the County or York County ("Park");

WHEREAS, Section 1.01 of the Park Agreement establishes the procedure for enlargement of the boundaries of the Park to include additional property;

WHEREAS, Last Step Recycling, LLC, a Georgia limited liability company authorized to transact business in the State, acting for itself, one or more current or future affiliates and other project sponsors (collectively, "Company"), proposes to invest in, or cause others to invest in, the establishment or expansion of an automotive shredder residue recycling facility in the County ("Project"), which the Company expects will result in the investment of approximately \$42,000,000 in taxable property;

WHEREAS, the County, having determined that an enlargement of the boundaries of the Park would

promote economic development and thus provide additional employment and investment opportunities within said the County and York County, desires to enlarge the boundaries of the Park to include therein certain property, as described in greater detail on the attached Exhibit A and located in Chester County (“Project Property”);

WHEREAS, pursuant to an Inducement Resolution dated as of March 7, 2022, the County identified the Project as a “project” as provided in the Act;

WHEREAS, the Company has caused to be prepared and presented to this meeting the form of the Fee and Special Source Credit Agreement, attached as Exhibit B, by and between the County and the Company (“Fee Agreement”), which provides for FILOT payments utilizing a 6% assessment ratio for a period of 30 years for the Project or each component thereof placed in service during the investment period, and which provides for Special Source Credits of fifty percent to be applied to reduce the first five FILOT payments required to be made with respect to property comprising the Project; and

WHEREAS, it appears that the Fee Agreement, which is now before this meeting, is in appropriate form and is an appropriate instrument to be executed and delivered by the County for the purposes intended.

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

Section 1. *Statutory Findings.* Based solely on information provided to the County by the Company, it is hereby found, determined, and declared by the County Council, as follows:

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

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

(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 or expansion of the Project within the County and State is of paramount importance; and

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

Section 2. *Authorization of Fee Agreement.* To promote industry, develop trade, and utilize and employ the manpower, products, and natural resources of the State by assisting the Company to expand or locate a commercial facility in the State, the Fee Agreement is authorized, ratified, and approved.

Section 3. *Approval of Form of Fee Agreement.* The form of the Fee Agreement presented at this

meeting, as attached as Exhibit B, is approved, and all of the terms are incorporated in this Ordinance by reference as if the Fee Agreement were set out in this Ordinance in its entirety. The Interim Chairman of the County Council/County Supervisor, and the Clerk to County Council are each authorized, empowered, and directed to execute, acknowledge, and deliver the Fee Agreement in the name of and on behalf of the County, and to cause the executed Fee Agreement to be delivered to the Company. The Fee Agreement is to be in substantially the form now before this meeting, 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, on the advice of Counsel to the County, 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 Fee Agreement now before this meeting.

Section 4. *Enlargement of the Park.* The enlargement of the boundaries of the Park, and the granting of an extended period of time for inclusion of the Project Property in the Park, is authorized and approved.

Section 5. *Authorization for County Officials to Execute Documents.* The Interim Chairman of the County Council/County Supervisor, and the Clerk to County Council, for and on behalf of the County, are each authorized and directed to do any and all things reasonably necessary and prudent to effect the execution and delivery of the Fee Agreement and the performance of all obligations of the County under and pursuant to the Fee Agreement.

Section 6. *General Repealer.* All orders, resolutions, ordinances, and parts thereof in conflict herewith are, to the extent of such conflict, repealed, and this Ordinance shall take effect and be in full force from and after its passage and approval.

[SIGNATURE PAGE AND TWO EXHIBITS FOLLOW]
[REMAINDER OF PAGE INTENTIONALLY BLANK]

CHESTER COUNTY, SOUTH CAROLINA

Chairman/Interim Supervisor
Chester County Council

(SEAL)
ATTEST:

Clerk to Council

| | |
|-----------------|----------------|
| First Reading: | March 7, 2022 |
| Second Reading: | March 21, 2022 |
| Public Hearing: | April 4, 2022 |
| Third Reading: | April 4, 2022 |

EXHIBIT A

DESCRIPTION OF PROJECT PROPERTY

Tax Map No. [to come]

Also known as: [physical address to come]

EXHIBIT B

FORM OF FEE AND SPECIAL SOURCE CREDIT AGREEMENT

FEE AND SPECIAL SOURCE CREDIT AGREEMENT

Between

CHESTER COUNTY, SOUTH CAROLINA

and

LAST STEP RECYCLING, LLC

Effective: April 4, 2022

RECAPITULATION OF CONTENTS OF
FEE AND SPECIAL SOURCE CREDIT AGREEMENT
PURSUANT TO S.C. CODE ANN. §12-44-55(A)

The parties have agreed to waive this requirement pursuant to S.C. Code Ann. § 12-44-55(B)

FEE AND SPECIAL SOURCE CREDIT AGREEMENT

THIS FEE AND SPECIAL SOURCE CREDIT AGREEMENT (“Fee Agreement”) is made and entered into effective April 4, 2022, by and between CHESTER COUNTY, SOUTH CAROLINA (“County”), a body politic and corporate and a political subdivision of the State of South Carolina (“State”), acting by and through the Chester County Council (“County Council”) as the governing body of the County, and LAST STEP RECYCLING, LLC, a Georgia limited liability company (“Company”).

RECITALS

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

2. Sections 4-1-175 and 12-44-70 of the Code (as such term is defined below) authorize the County to provide special source revenue credits (“Special Source Credits”) financing secured by and payable solely from revenues of the County derived from payments in lieu of taxes for the purposes set forth in Section 4-29-68 of the Code, namely: the defraying of the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County and for improved and unimproved real estate, and personal property, including but not limited to machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise in order to enhance the economic development of the County (collectively, “Infrastructure”).

3. The Company (as a Sponsor, within the meaning of the Act) desires to provide for the acquisition and construction of the Project (as defined herein) to constitute an automotive shredder residue recycling facility in the County for the manufacture and distribution of various metal and recycled products.

4. Pursuant to Section 12-44-40(I)(1) of the Act, based on the representations of the Company, the County finds that: (a) the Project (as defined herein) is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (b) the Project gives rise to no pecuniary liability of the County or any incorporated municipality and to no charge against the general credit or taxing power of either the County or any incorporated municipality; (c) the purposes to be accomplished by the Project are proper governmental and public purposes; and (d) the benefits of the Project are greater than the costs.

5. Based on the representations of the Company, the County Council has evaluated the Project based on all relevant criteria that include, but are not limited to, the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment, the number of jobs created, and the anticipated costs and benefits to the County.

6. The County identified the Project as a “project” for purposes of the Act by resolution, adopted March 7, 2022.

7. An Ordinance that the County Council adopted contemporaneously with the effective date of this Fee Agreement (“Fee Ordinance”) authorizes the County and the Company to enter into a fee agreement that classifies the Project as Economic Development Property under the Act, provides for the payment of fees in lieu of taxes, and provides for application of Special Source Credits to reduce the fees in lieu of taxes otherwise payable with respect to the Project with respect to certain property tax years, all as further described herein.

8. The Project is located, or, if not so located as of the date of this Fee Agreement, the County intends to use its best efforts to so locate the Project in the Industrial Development Park (as defined herein)

or another joint county industrial or business park created with an adjoining county in the State pursuant to agreement entered into in pursuant to Section 4-1-170, Code of Laws of South Carolina 1976, as amended, and Article VIII, Section 13(D) of the South Carolina Constitution (collectively, "Park Act").

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

ARTICLE I
DEFINITIONS

Section 1.1 The terms that this section defines shall for all purposes of this Fee Agreement have the meanings herein specified, unless the context clearly requires otherwise:

"Act" shall mean Title 12, Chapter 44 of the Code, and all future acts successor or supplemental thereto or amendatory of this Fee Agreement.

"Act Minimum Investment Requirement" shall mean an investment of at least \$2,500,000 by the each of the Company and any Sponsors and Sponsor Affiliates of property eligible as economic development property under the Act or a collective investment, among the Company and all other Sponsors and Sponsor Affiliates, of at least \$5,000,000.

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

"Commencement Date" shall mean the last day of the property tax year during which the Project or the first Phase of this Fee Agreement is placed in service, which date must not be later than the last day of the property tax year which is 3 years from the year in which the County and the Company enter into this Fee Agreement.

"Company" shall mean Last Step Recycling, LLC, a Georgia limited liability company, and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Company.

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

"County Council" shall mean the Chester County Council, the governing body of the County.

"Department" or "SCDOR" shall mean the South Carolina Department of Revenue.

"Diminution in Value" in respect of the Project or any Phase of the Project shall mean any reduction in the value using the original fair market value (without regard to depreciation) as determined in Step 1 of Section 4.1(b) of this Fee Agreement, of the items which constitute a part of the Project or such Phase and which are subject to FILOT Payments which may be caused by (i) the Company's or any Sponsor Affiliate's removal and/or disposal of equipment pursuant to Section 4.6 of this Fee Agreement; (ii) a casualty to the Project or any Phase or portion of the Project described in Section 4.7 of this Fee Agreement; or (iii) a condemnation of the Project or any Phase or portion of the Project described in Section 4.8 of this Fee Agreement.

"Economic Development Property" shall mean those items of real and tangible personal property of the Project which are eligible for inclusion as economic development property under the Act, selected and identified by the Company or any Sponsor Affiliate in its annual filing of a SCDOR PT-300S or comparable form with the Department (as such filing may be amended from time to time) for each year within the Investment Period.

“Equipment” shall mean all of the machinery, equipment, furniture, office equipment, and fixtures, together with any and all additions, accessions, replacements, and substitutions thereto or therefor used or to be used in the County by the Company or any Sponsor Affiliate for the purposes described in Section 2.2(b) of this Fee Agreement.

“Event of Default” shall mean any event of default specified in Section 5.1 of this Fee Agreement.

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

“Fee,” “Fee in Lieu of Taxes,” “FILOT,” “FILOT Payments,” or “Payments in Lieu of Taxes” shall mean the amount paid or to be paid in lieu of ad valorem property taxes as provided herein under Section 4.1.

“Fee Agreement” shall mean this Fee Agreement.

“Fee Term” shall mean the period from the date of this Fee Agreement until the Termination Date.

“Improvements” shall mean all improvements to the Real Property, including buildings, building additions, roads, sewer lines, and infrastructure, together with any and all additions, fixtures, accessions, replacements, and substitutions thereto or therefor used or to be used in the County for the purposes described in Section 2.2(b) of this Fee Agreement.

“Industrial Development Park” shall mean the joint county industrial / business park governed by the Master Agreement Governing the York-Chester Industrial Park between Chester County, South Carolina, and York County, South Carolina, effective December 31, 2012, (as amended, modified, and supplemented).

“Infrastructure” shall have the meaning given such term in the Recitals to this Fee Agreement.

“Investment Commitment” shall mean, with respect to the Project, investment by the Company and all Sponsor Affiliates of at least \$42,000,000 in Economic Development Property subject (non-exempt) to *ad valorem* taxation (in the absence of this Fee Agreement).

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

“Non-Qualifying Property” shall mean property that is not Economic Development Property.

“Park Act” shall have the meaning given such term in the Recitals to this Fee Agreement.

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

“Project” shall mean all the Equipment, Improvements, and/or Real Property in the County that the Company determines to be necessary, suitable, or useful for the purposes that Section 2.2(b) describes, and first placed in service in calendar year 2022 or thereafter. The Project shall not include, as Economic Development Property, existing buildings, and improvements on the Real Property, as of the date of the commencement of the Project by the Company, if any, and any machinery and equipment which have previously been subject to South Carolina ad valorem taxation, except as expressly permitted by Section 12-44-110 of the Act, provided, however, these items are considered Non-Qualifying Property.

“Real Property” shall mean real property that the Company uses or will use in the County for the purposes that Section 2.2(b) describes, and initially consisting of the land identified on Exhibit A, together with all and singular the rights, members, hereditaments, and appurtenances belonging or in any way incident or appertaining thereto, and any improvements located thereon.

“Removed Components” shall mean components of the Project or portions thereof which the Company or any Sponsor Affiliate, in its sole discretion, elects to remove from the Project pursuant to Section 4.6, 4.7(c) or 4.8(b)(iii) of this Fee Agreement.

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

“Special Source Credits” shall have the meaning given such term in the Recitals to this Fee Agreement.

“Special Source Credit Act” shall mean Sections 4-1-175 and 12-44-70 of the Code, and all successor statutes.

“Sponsor Affiliate” shall mean an entity that joins with or is an affiliate of, the Company and that participates in the investment in, or financing of, the Project and which meets the requirements under the Act to be entitled to the benefits of this Fee Agreement with respect to its participation in the Project.

“State” shall mean the State of South Carolina.

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

Section 1.2 Any reference to any agreement or document in this Article I or otherwise in this Fee Agreement shall include any and all amendments, supplements, addenda, and modifications to such agreement or document.

Section 1.3 The term “investment” or “invest” as used herein shall include not only investments made by the Company and any Sponsor Affiliates, but also to the fullest extent permitted by law, those investments made by or for the benefit of the Company or Sponsor Affiliate in connection with the Project through federal, state, or local grants, to the extent such investments are subject to ad valorem taxes or FILOT Payments by the Company.

ARTICLE II **REPRESENTATIONS, WARRANTIES, AND AGREEMENTS**

Section 2.1 Representations, Warranties, and Agreements of the County. The County hereby represents, warrants, and agrees as follows:

(a) The County is a body politic and corporate and a political subdivision of the State and acts through the County Council as its governing body. The Act, the Park Act and the Special Source

Credit Act authorize and empower the County to enter into the transactions that this Fee Agreement contemplates and to carry out its obligations hereunder. The County has duly authorized the execution and delivery of this Fee Agreement and any and all other agreements described herein or therein and has obtained all consents from third parties and taken all actions necessary or that the law requires to fulfill its obligations hereunder.

(b) Based on the representations of the Company, the Project constitutes a “project” within the meaning of the Act, and the County is a County that the Act authorizes to enter into fee in lieu of tax agreements with companies that satisfy the Act Minimum Investment Requirement within the County.

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

(d) The County will not be in default in any of its obligations (contractual or otherwise), including any violation of its statutory debt limit, as a result of entering into and performing under this Fee Agreement and/or as a result of including the Project in an Industrial Development Park.

(e) The County will take all reasonable action to include the Project in the Industrial Development Park (or another joint county industrial and business park established in accordance with the Park Act) and ensure the Project remains in the Industrial Development Park (or such other park) until the Termination Date.

(f) The millage rate set forth in Section 4.1(b) of this Fee Agreement is the millage rate in effect with respect to the location of the proposed Project as of June 30 20[22], as permitted under Section 12-44-50(A)(1)(d) of the Act.

Section 2.2 Representations, Warranties, and Agreements of the Company. The Company hereby represents, warrants, and agrees as follows:

(a) The Company is in good standing under the laws of the state in which it is incorporated or organized, is duly authorized to transact business in the State (or will obtain such authority prior to commencing business in the State), has power to enter into this Fee Agreement, and has duly authorized the execution and delivery of this Fee Agreement.

(b) The Company intends to operate the Project as a “project” within the meaning of the Act as in effect on the date of this Fee Agreement. The Company intends to operate the Project as an automotive shredder residue recycling facility, and for such other purposes that the Act permits as the Company may deem appropriate.

(c) The Company will use commercially reasonable efforts to ensure that its investment (together with that of all Sponsor Affiliates) in Economic Development Property of the Project will exceed the Act Minimum Investment Requirement.

(d) The Company shall use commercially reasonable efforts to invest (together with all Sponsor Affiliates) at least the Investment Commitment in the Project during the Investment Period.

ARTICLE III
COMMENCEMENT AND COMPLETION OF THE PROJECT

Section 3.1 The Project. The Company shall invest in Equipment, Improvements, and/or Real Property, which together comprise the Project and which investment equals at least the Act Minimum Investment Requirement in eligible Economic Development Property investment subject to FILOT Payments in the County.

The parties hereto agree that, to the extent that applicable law allows or is revised or construed to allow the benefits of the Act, in the form of FILOT Payments to be made under Article IV of this Fee Agreement, to be applicable to leased assets including, but not limited to a building and/or personal property to be installed in the buildings and leased to but not purchased by the Company from one or more Sponsor Affiliates under any form of lease, then such property shall, at the election of the Company, be subject to FILOT Payments to the same extent as the Company's assets covered by this Fee Agreement, subject, at all times, to the requirement of such applicable law. The parties hereto further agree that this Fee Agreement may be interpreted or modified as may be necessary or appropriate to give proper application of this Fee Agreement to such tangible property without such construction or modification constituting an amendment to this Fee Agreement, and thus not requiring any additional action by the County Council. The County Council Interim Chair/County Supervisor, after consulting with legal counsel to the County, shall be and hereby is authorized to make such modifications, if any, as may be necessary or appropriate in connection therewith. Such leased property shall constitute a part of the Project for all purposes of this Fee Agreement, removal, replacement, and termination, and such Sponsor Affiliate shall be deemed to be a party to this Fee Agreement provided, however, that no Sponsor Affiliate shall be liable for any payments pursuant to Section 4.1 of this Fee Agreement, which shall remain the Company's liability.

Pursuant to the Act, the Company and the County hereby agree that the Company and any Sponsor Affiliates shall identify annually those assets which are eligible for FILOT Payments and which the Company or any Sponsor Affiliate selects for such treatment by listing such assets in its annual PT-300S form (or comparable form for Economic Development Property) to be filed with the Department (as each may be amended from time to time) and that by listing such assets, such assets shall automatically become Economic Development Property and therefore be exempt from all ad valorem taxation during the Exemption Period. Anything contained in this Fee Agreement to the contrary notwithstanding, the Company shall not be obligated to complete the acquisition of the Project. However, if the Company, together with any Sponsor Affiliates, does not maintain the Act Minimum Investment Requirement beyond any applicable time to cure, this Fee Agreement, the same shall be an Event of Default as provided in Section 5.1(b).

Section 3.2 Diligent Completion. The Company agrees to use reasonable efforts to cause the completion of the Project as soon as practicable, but in any event on or prior to the end of the Investment Period.

Section 3.3 Filings and Reports.

(a) Each year during the term of the Fee Agreement, the Company shall deliver to the County Council Interim Chair/County Supervisor, the County Auditor, the County Assessor, and the County Treasurer, a copy of its most recent annual filings with the Department with respect to the Project, not later than 30 days following delivery of this Fee Agreement to the Department.

(b) The Company shall cause a copy of this Fee Agreement, as well as a copy of the completed Form PT-443 of the Department, to be filed with the County Auditor and the County Assessor of the County and any partner county, when the Project is placed in an Industrial Development Park, and the Department within 30 days after the date of execution and delivery of this Fee Agreement by all parties hereto.

ARTICLE IV
PAYMENTS IN LIEU OF TAXES

Section 4.1 FILOT Payments.

(a) the Company and, as applicable, any Sponsor Affiliate, are required to make FILOT Payments on all Economic Development Property comprising the Project and placed in service, with respect to each Phase of the Project, within the Investment Period.

(b) Payments in lieu of ad valorem taxes are to be calculated as follows:

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

Step 2: Apply an assessment ratio of 6% to the fair market value in Step 1 to establish the taxable value of the Economic Development Property (or each Phase of the Economic Development Property) in the year it is placed in service and in each of the 29 years thereafter or such longer period of years in which the Act permits the Company to make annual fee payments.

Step 3: Multiply the taxable value determined in the preceding step by the millage rate of [0.4893], which shall be fixed for the length of this Fee Agreement.

(c) The FILOT Payments shall be in lieu of all ad valorem tax payments and any other charges that would have appeared on the property tax bills otherwise generated by the County in the absence of this Fee Agreement.

In the event that a final order of a court of competent jurisdiction or an agreement of the parties determines that the calculation of the minimum FILOT Payment applicable to this transaction is to be other than by the procedure herein, the payment shall be reset at the minimum permitted level so determined.

Subject to Section 6.8 of this Fee Agreement, in the event that a final order of a court of competent jurisdiction from which no further appeal is allowable declares the Act and/or the herein-described Payments in Lieu of Taxes invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions to reform such payments so as to effectuate most closely the intent of this Fee Agreement and so as to afford the Company with the benefits to be derived herefrom, the intention of the County being to offer the Company a strong inducement to locate the Project in the County. If any portion of the Project is deemed to be subject to ad valorem taxation, this Fee Agreement shall terminate, and the Company shall pay the County regular ad valorem taxes from the date of termination, but with appropriate reductions equivalent to all tax exemptions which are afforded to the Company. Any amount determined to be due and

owing to the County from the Company, with respect to a year or years for which the Company previously remitted FILOT Payments to the County hereunder, shall (i) take into account all applicable tax exemptions to which the Company would be entitled if the Economic Development Property was not and had not been Economic Development Property under the Act; and (ii) be reduced by the total amount of FILOT Payments the Company had made with respect to the Project pursuant to the terms of this Fee Agreement. Notwithstanding anything contained herein to the contrary, neither the Company nor any successor in title or interest shall be required to pay FILOT Payments and ad valorem taxes for the same property over the same period in question.

Section 4.2 Special Source Credits.

(a) In accordance with and pursuant to the Special Source Credit Act, in order to reimburse the Company and all Sponsor Affiliates for qualifying capital expenditures incurred for costs of the Infrastructure during the Investment Period, the Company and all Sponsor Affiliates shall be entitled to receive, and the County agrees to provide, annual Special Source Credits against the Company's and any Sponsor Affiliates' FILOT Payments for a period of five consecutive years in an amount equal to fifty percent of that portion of FILOT Payments payable by the Company and any Sponsor Affiliates with respect to the Project (that is, with respect to investment made in the Project during the Investment Period), calculated and applied prior to any payment of any amount due to York County under the agreement governing the Industrial Development Park (or other non-host county under a substitute park agreement, if applicable).

(b) Notwithstanding anything herein to the contrary, under no circumstances shall the Company or any Sponsor Affiliate be entitled to claim or receive any abatement of *ad valorem* taxes for any portion of the investment in the Project for which a Special Source Credit is taken. In no event shall the aggregate amount of all Special Source Credits claimed by the Company and all Sponsor Affiliates exceed the amount expended with respect to the Infrastructure at any point in time.

(c) Should the Investment Commitment not be met by the end of the Investment Period, any Special Source Credits otherwise payable under this Agreement shall no longer be payable by the County, and the Company and all Sponsor Affiliates shall be retroactively liable to the County for the amount of the Special Source Credits previously received by the Company and such Sponsor Affiliates, plus interest at the rate payable for late payment of taxes. Any amounts determined to be owing pursuant to the foregoing sentence shall be payable to the County on or before the sixtieth day following the last day of the Investment Period.

(d) As provided in Section 4-29-68 of the Code, to the extent any Special Source Credit is taken against FILOT Payments on personal property, and the personal property is removed from the Project at any time during the term of this Agreement (and not replaced with qualifying replacement property), the amount of the FILOT Payment due on the personal property for the year in which the personal property was removed from the Project shall be due for the two years immediately following such removal.

(e) To claim each Special Source Credit, the Company shall file with the County Supervisor, the County Auditor, and the County Treasurer, no later than the date on which the FILOT Payment is due in each year in which the Company is entitled to claim a Special Source Credit, an Annual Special Source Credit Revenue Certification, the form of which is attached as Exhibit C, showing the amount of aggregate investment in qualifying infrastructure and the calculation of the Special Source Credit. The County is entitled to confirm the information (including the calculation) on the Annual Special Source Revenue Credit Certification prior to remitting any amount that might otherwise be due to the Company. If the information contained on the Annual Special Source Revenue Credit Certification is correct, then the County shall remit any refund due no more than 30 days after receiving the Company's FILOT Payment. In no event is the County required to remit any payment to the Company while any of the Company's taxes or FILOT Payments have been invoiced by the County but remain outstanding, including for any taxes or FILOT Payments that may have been protested by the Company.

(f) **THE SPECIAL SOURCE CREDITS ARE PAYABLE SOLELY FROM THE PILOT PAYMENTS, ARE NOT SECURED BY, OR IN ANY WAY ENTITLED TO, A PLEDGE OF THE FULL FAITH, CREDIT OR TAXING POWER OF THE COUNTY, ARE NOT AN INDEBTEDNESS OF THE COUNTY WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION, ARE PAYABLE SOLELY FROM A SPECIAL SOURCE THAT DOES NOT INCLUDE REVENUES FROM ANY TAX OR LICENSE, AND ARE NOT A PECUNIARY LIABILITY OF THE COUNTY OR A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE COUNTY.**

Section 4.3 Payments in Lieu of Taxes on Replacement Property. If the Company or any Sponsor Affiliate elects to replace any Removed Components and to substitute such Removed Components with Replacement Property, as a part of the Economic Development Property, or the Company or any Sponsor Affiliate otherwise utilizes Replacement Property, then, pursuant and subject to Section 12-44-60 of the Act, the Company shall make statutory payments in lieu of ad valorem taxes with regard to such Replacement Property in accordance with the following:

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

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

Section 4.4 Reductions in Payments of Taxes Upon Removal, Condemnation, or Casualty. In the event of a Diminution in Value of the Economic Development Property or any Phase of the Economic Development Property, the Payment in Lieu of Taxes with regard to the Economic Development Property or that Phase of the Economic Development Property shall be reduced in the same proportion as the amount of such Diminution in Value bears to the original fair market value of the Economic Development Property or that Phase of the Economic Development Property as determined pursuant to Step 1 of Section 4.1(b) of this Fee Agreement; provided, however, that if at any time subsequent to the end of the Investment Period, the total value of the Project based on the original income tax basis of the Equipment, Real Property, and Improvements contained therein, without deduction for depreciation, is less than the Act Minimum Investment Requirement, beginning with the first payment thereafter due hereunder and continuing until the end of the Fee Term, the Company and all Sponsor Affiliates shall no longer be entitled to the incentive provided in Section 4.1, and shall therefore commence to pay regular ad valorem taxes on the Economic Development Property part of the Project.

Section 4.5 Place of Payments in Lieu of Taxes. The Company and all Sponsor Affiliates shall make the Payments in Lieu of Taxes directly to the County in accordance with applicable law.

Section 4.6 Removal of Economic Development Property. Subject, always, to the other terms and provisions of this Fee Agreement, the Company and all Sponsor Affiliates, in their sole discretion, shall be entitled to remove and dispose of components or Phases of the Project from the Project with the result that said components or Phases shall no longer constitute Economic Development Property, and will no longer be subject to the terms of this Fee Agreement to the fullest extent allowed by the Act. Economic Development Property is disposed of only when it is scrapped or sold or it is removed from the Project.

Section 4.7 Damage or Destruction of Economic Development Property.

(a) Election to Terminate. In the event the Economic Development Property is damaged by fire, explosion, or any other casualty, the Company shall be entitled to terminate this Fee Agreement. The Company shall only be required to make FILOT Payments as to all or any part of the tax year in which the damage or casualty occurs to the extent property subject to ad valorem taxes would otherwise have been subject to such taxes under the same circumstances for the period in question.

(b) Election to Rebuild. In the event the Economic Development Property is damaged by fire, explosion, or any other casualty, and if the Company does not elect to terminate this Fee Agreement, the Company and any Sponsor Affiliates may commence to restore the Economic Development Property with such reductions or enlargements in the scope of the Economic Development Property, changes, alterations, and modifications (including the substitution and addition of other property) as may be desired by the Company and such Sponsor Affiliates. All such restorations and replacements shall be considered, to the fullest extent permitted by law and this Fee Agreement, substitutions of the destroyed portions of the Economic Development Property and shall be considered part of the Economic Development Property for all purposes of this Fee Agreement, including, but not limited to, any amounts due by the Company and any Sponsor Affiliates to the County under Section 4.1 of this Fee Agreement.

(c) Election to Remove. In the event the Company elects not to terminate this Fee Agreement pursuant to subsection (a) and elects not to rebuild pursuant to subsection (b), the damaged portions of the Economic Development Property shall be treated as Removed Components.

Section 4.8 Condemnation.

(a) Complete Taking. If at any time during the Fee Term title to or temporary use of the Economic Development Property should become vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation, or the right of eminent domain; by voluntary transfer under threat of such taking; or by a taking of title to a portion of the Economic Development Property which renders continued use or occupancy of the Economic Development Property commercially unfeasible in the judgment of the Company, the Company shall have the option to terminate this Fee Agreement by sending written notice to the County within a reasonable period of time following such vesting.

(b) Partial Taking. In the event of a partial taking of the Economic Development Property or a transfer in lieu of this Fee Agreement, the Company may elect: (i) to terminate this Fee Agreement; (ii) subject to the Act and the terms and provisions of this Fee Agreement, to repair and restore the Economic Development Property, with such reductions or enlargements in the scope of the Economic Development Property, changes, alterations, and modifications (including the substitution and addition of other property) as the Company may desire, and all such changes, alterations, and modifications shall be considered as substitutions of the taken parts of the Economic Development Property; or (iii) to treat the portions of the Economic Development Property so taken as Removed Components.

(c) The Company, and, as applicable, any Sponsor Affiliates, shall only be required to make FILOT Payments as to all or any part of the tax year in which the taking occurs to the extent property subject to ad valorem taxes would otherwise have been subject to such taxes under the same circumstances for the period in question.

Section 4.9 Confidentiality/Limitation on Access to Project. The County acknowledges and understands that the Company utilizes confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques (herein “Confidential Information”) and that any disclosure of Confidential Information concerning the Company’s operations may result in substantial harm to the Company and could thereby have a significant detrimental impact on the Company’s employees and also upon the County. The Company acknowledges that the County is subject to the Freedom of Information Act, and, as a result, must disclose certain documents and information on request absent an exemption.

Therefore, the County agrees that, except as required by law, neither the County nor any employee, agent, or contractor of the County shall (i) request or be entitled to receive any such Confidential Information, or (ii) disclose or otherwise divulge any such Confidential Information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by law; provided, however, that the County shall have no less rights concerning information relating to the Project and the Company than concerning any other property or property taxpayer in the County, and, provided further, that the confidentiality of such confidential or proprietary information is clearly disclosed to the County in writing as previously described. Prior to disclosing any Confidential Information, subject to the requirements of law, the Company may require the execution of reasonable, individual, confidentiality and non-disclosure agreements by any officers, employees, or agents of the County or any supporting or cooperating governmental agencies who would gather, receive, or review such information. In the event that the County is required to disclose any Confidential Information obtained from the Company to any third party, the County agrees to provide the Company with as much advance notice as possible of such requirement before making such disclosure, and to cooperate reasonably with any attempts by the Company to obtain judicial or other relief from such disclosure requirement.

Section 4.10 Assignment. If Section 12-44-120 of the Act or any successor provision requires consent to an assignment, the Company may assign this Fee Agreement in whole or in part with the prior written consent of the County or a subsequent written ratification by the County, which consent or ratification the County will not unreasonably withhold. The Company agrees to notify the County and the Department of the identity of such transferee within 30 days of the transfer. In case of a transfer, the transferee assumes the transferor's basis in the Project for purposes of calculating the Fee. No approval is required for transfers to a Sponsor Affiliate or other financing related transfers, as described in the Act.

Section 4.11 No Double Payment; Future Changes in Legislation.

(a) Notwithstanding anything contained herein to the contrary, and except as expressly required by law, neither the Company nor any Sponsor Affiliate shall ever be required to make a Payment in Lieu of Taxes in addition to a regular property tax payment in the same year over the same piece of property, nor shall the Company or any Sponsor Affiliate be required to make a Payment in Lieu of Taxes on property in cases where, absent this Fee Agreement, property taxes would otherwise not be due on such property.

In case there is any legislation enacted which provides for more favorable treatment for property to qualify as, or for the calculation of the fee related to, Economic Development Property under Sections 4.4, 4.6, 4.7, 4.8, or the calculation of the Investment Period, the County agrees to give consideration to such legislation.

Section 4.12 Administration Expenses. The Company shall pay the County's legal fees incurred with the preparation of this Agreement, various conferences with County staff, and attendance at County meetings, and other related matters, in an amount not to exceed \$7,500. Such amount shall be paid within 30 days of the Company's receipt of an invoice for legal fees, which shall contain a general (non-privileged) description of the services performed but need not include individual time entries and descriptions.

Section 4.13 Addition of Sponsor Affiliates. Upon request of and at the expense of the Company, the County may approve any future Sponsor Affiliate that qualifies under the Act for the benefits offered under this Fee Agreement and which agrees to be bound by the provisions hereof to be further evidenced by such future Sponsor Affiliate entering into a Joinder Agreement in a form substantially similar to that attached to this Fee Agreement, as Exhibit B, subject to any reasonable changes not materially adverse to the County.

Section 4.14 Cessation of Operations. The Company acknowledges and agrees that the County's obligation to provide the FILOT incentive may end, and this Fee Agreement may be terminated by the County, in the County's sole discretion, if the Company ceases operations at the Project. For purposes of this Section, "ceases operations" means closure of the facility comprising the Project or the cessation of

production and shipment of products for a continuous period of twelve months.

ARTICLE V
DEFAULT

Section 5.1 Events of Default. The following shall be “Events of Default” under this Fee Agreement, and the term “Events of Default” shall mean, whenever used with reference to this Fee Agreement, any one or more of the following occurrences:

(a) Failure by the Company to make the Payments in Lieu of Taxes described in Section 4.1 of this Fee Agreement, which failure shall not have been cured within 30 days following receipt of written notice of this Fee Agreement from the County; provided, however, that the Company shall be entitled to all redemption rights granted by applicable statutes;

(b) Failure by the Company or any Sponsor Affiliates to maintain the Act Minimum Investment at the Project;

(c) A representation or warranty made by the Company which is deemed materially incorrect when deemed made;

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

(e) A representation or warranty made by the County which is deemed materially incorrect when deemed made; or

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

Section 5.2 Remedies on Default.

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

(i) terminate the Fee Agreement; or

(ii) take whatever action at law or in equity may appear necessary or desirable to collect the amounts due hereunder. In no event shall the Company be liable to the County or otherwise for monetary damages resulting from the Company’s failure to meet the Act Minimum Investment Requirement, other than as expressly set forth herein.

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

(i) bring an action for specific enforcement;

(ii) terminate the Fee Agreement;

(iii) withhold so much of the payment as is in dispute with the County until such dispute is fully and finally resolved; or

(iv) in case of a materially incorrect representation or warranty, take such action as is appropriate, including legal action, to recover its damages, to the extent allowed by law.

Section 5.3 Reimbursement of Legal Fees and Expenses and Other Expenses. Upon the occurrence of an Event of Default hereunder, should a party be required to employ attorneys or incur other reasonable expenses for the collection of payments due hereunder or for the enforcement of performance or observance of any obligation or agreement, the successful party shall be entitled, within 30 days of demand therefor, to reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

ARTICLE VI **MISCELLANEOUS**

Section 6.1 Notices. Any notice, election, demand, request, or other communication to be provided under this Fee Agreement shall be effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, or with a reputable overnight delivery service (such as Federal Express or UPS), addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms of this Fee Agreement require receipt rather than sending of any notice, in which case such provision shall control:

AS TO THE SPONSOR: [To Come]
 Attention: []
 []
 []

WITH COPIES TO: Burr & Forman LLP
 Attn: Brandon T. Norris
 104 South Main Street, Suite 700
 Greenville, South Carolina 29601

AS TO THE COUNTY: Chester County, South Carolina
 Attn: Interim Chester County Supervisor
 Post Office Box 580
 Chester, South Carolina 29706

WITH COPIES TO: Joan E. Winters
 The Winters Law Firm
 105 Main Street
 Chester, South Carolina

 Michael E. Kozlarek
 King Kozlarek Law LLC
 Post Office Box 565
 Greenville, South Carolina 29602

Section 6.2 Binding Effect. This Fee Agreement and each document contemplated hereby or related hereto shall be binding upon and inure to the benefit of the Company, the County, and their respective successors and assigns. In the event of the dissolution of the County or the consolidation of any part of the County with any other political subdivision or the transfer of any rights of the County to any

other such political subdivision, all of the covenants, stipulations, promises, and agreements of this Fee Agreement shall bind and inure to the benefit of the successors of the County from time to time and any entity, officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County has been transferred.

Section 6.3 Counterparts. This Fee Agreement may be executed in any number of counterparts, and all of the counterparts taken together shall be deemed to constitute one and the same instrument.

Section 6.4 Governing Law. This Fee Agreement and all documents executed in connection herewith shall be construed in accordance with and governed by the laws of the State, without regarding to any conflicts of law provisions that would necessitate the application of another jurisdiction's laws.

Section 6.5 Headings. The headings of the articles and sections of this Fee Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Fee Agreement.

Section 6.6 Amendments. The provisions of this Fee Agreement may only be modified or amended in writing by any agreement or agreements entered into between the parties.

Section 6.7 Further Assurance. From time to time, and at the expense of the Company, to the extent any expense is incurred, the County agrees to execute and deliver to the Company such additional instruments as the Company may reasonably request and as are authorized by law and reasonably within the purposes and scope of the Act and Fee Agreement to effectuate the purposes of this Fee Agreement.

Section 6.8 Invalidity; Change in Laws. In the event that the inclusion of property as Economic Development Property or any other issue is unclear under this Fee Agreement, the County hereby expresses its intention that the interpretation of this Fee Agreement shall be in a manner that provides for the broadest inclusion of property under the terms of this Fee Agreement and the maximum incentive permissible under the Act, to the extent not inconsistent with any of the explicit terms of this Fee Agreement. If any provision of this Fee Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions of this Fee Agreement shall be unimpaired, and such illegal, invalid, or unenforceable provision shall be reformed to effectuate most closely the legal, valid, and enforceable intent of this Fee Agreement and so as to afford the Company with the maximum benefits to be derived herefrom, it being the intention of the County to offer the Company the strongest inducement possible, within the provisions of the Act, to locate the Project in the County. In case a change in the Act or South Carolina laws eliminates or reduces any of the restrictions or limitations applicable to the Company and the Fee incentive, the parties agree that the County will give expedient and full consideration to reformation of this Fee Agreement, with a view toward providing the Company with the benefits of such change in the Act or South Carolina laws.

The County agrees that in case the FILOT incentive described herein is found to be invalid or otherwise does not provide the Company with the economic benefit it is intended to receive from the County as an inducement to locate in the County, the savings lost as a result of such invalidity will be considered a special source credit or infrastructure improvement credit to the Company to the maximum extent permitted by law, and the County will provide a special source credit or infrastructure improvement credit against all FILOT Payments made or to be made by the Company equal to the amount that the Company would have saved if the FILOT had been valid, to the maximum extent permitted by law.

Section 6.9 Force Majeure. The Company shall not be responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fires, floods, inability to obtain materials, conditions arising from governmental orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond the Company's reasonable control.

Section 6.10 Termination by Company. The Company is authorized to terminate this Fee Agreement at any time with respect to all or part of the Project upon providing the County with 30 days' notice; provided, however, that (i) any monetary obligations existing hereunder and due and owing at the

time of termination to a party hereto; and (ii) any provisions which are intended to survive termination, shall survive such termination. In the year following such termination, all property shall be subject to ad valorem taxation or such other taxation or fee in lieu of taxation that would apply absent this Fee Agreement. The Company's obligation to make fee in lieu of tax payments under this Fee Agreement shall terminate in the year following the year of such termination pursuant to this section.

Section 6.11 Entire Understanding. This Fee Agreement expresses the entire understanding and all agreements of the parties hereto with each other, and neither party hereto has made or shall be bound by any agreement or any representation to the other party which is not expressly set forth in this Fee Agreement or in certificates delivered in connection with the execution and delivery of this Fee Agreement.

Section 6.12 Waiver. Either party may waive compliance by the other party with any term or condition of this Fee Agreement only in a writing signed by the waiving party.

Section 6.13 Business Day. In the event that any action, payment, or notice is, by the terms of this Fee Agreement, required to be taken, made, or given on any day which is a Saturday, Sunday, or legal holiday in the jurisdiction in which the person obligated to act is domiciled, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if given as required hereby, and no interest shall accrue in the interim.

Section 6.14 Limitation of Liability. Anything herein to the contrary notwithstanding, any financial obligation the County may incur hereunder, including for the payment of money, shall not be deemed to constitute a pecuniary liability or a debt or general obligation of the County; provided, however, that nothing herein shall prevent the Company from enforcing its rights hereunder by suit for mandamus or specific performance.

Section 6.15 Indemnification Covenants.

(a) Except as provided in paragraph (d) below, the Company shall indemnify and save the County, its employees, elected officials, officers and agents (each, an "Indemnified Party") harmless against and from all liability or claims arising from the County's execution of this Fee Agreement, performance of the County's obligations under this Fee Agreement or the administration of its duties pursuant to this Fee Agreement, or otherwise by virtue of the County having entered into this Fee Agreement.

(b) The County is entitled to use counsel of its choice and the Company shall reimburse the County for all of its costs, including attorneys' fees, incurred in connection with the response to or defense against such liability or claims as described in paragraph (a), above. The County shall provide a statement of the costs incurred in the response or defense, and the Company shall pay the County within 30 days of receipt of the statement. The Company may request reasonable documentation evidencing the costs shown on the statement. However, the County is not required to provide any documentation which may be privileged or confidential to evidence the costs.

(c) The County may request the Company to resist or defend against any claim on behalf of an Indemnified Party. On such request, the Company shall resist or defend against such claim on behalf of the Indemnified Party, at the Company's expense. The Company is entitled to use counsel of its choice, manage and control the defense of or response to such claim for the Indemnified Party; provided the Company is not entitled to settle any such claim without the consent of that Indemnified Party.

(d) Notwithstanding anything in this Section or this Fee Agreement to the contrary, the Company is not required to indemnify any Indemnified Party against or reimburse the County for costs arising from any claim or liability (i) occasioned by the acts of that Indemnified Party, which are unrelated to the execution of this Fee Agreement, performance of the County's obligations under this Fee Agreement, or the administration of its duties under this Fee Agreement, or otherwise by virtue of the County having entered into this Fee Agreement; or (ii) resulting from that Indemnified Party's own negligence, bad faith, fraud, deceit, or willful misconduct.

(e) An Indemnified Party may not avail itself of the indemnification or reimbursement of costs provided in this Section unless it provides the Company with prompt notice, reasonable under the circumstances, of the existence or threat of any claim or liability, including, without limitation, copies of any citations, orders, fines, charges, remediation requests, or other claims or threats of claims, in order to afford the Company notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

[ONE SIGNATURE PAGE AND THREE EXHIBITS FOLLOW]

IN WITNESS OF THIS FEE AGREEMENT, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and behalf by the County Council Chairman/County Supervisor and to be attested by the Clerk of the County Council; and the Company has caused this Fee Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

CHESTER COUNTY, SOUTH CAROLINA

Interim Chairman/Supervisor
Chester County Council

(SEAL)
ATTEST:

Clerk to Council

**LAST STEP RECYCLING, LLC,
a Georgia limited liability company**

Signature: _____

Name: _____

Title: _____

EXHIBIT A

PROPERTY DESCRIPTION

All that piece, parcel or tract of land containing [TO COME]

[TO COME]

EXHIBIT B
FORM OF JOINDER AGREEMENT

JOINDER AGREEMENT

Reference is hereby made to (i) that certain Fee and Special Source Credit Agreement effective April 4, 2022 (“Fee Agreement”), between Chester County, South Carolina (“County”) and Last Step Recycling, LLC, a Georgia limited liability company (“Company”).

1. Joinder to Fee Agreement. The undersigned hereby (a) joins as a party to, and agrees to be bound by and subject to all of the terms and conditions of, the Fee Agreement; (b) acknowledges and agrees that (i) in accordance the Fee Agreement, the undersigned has been designated as a Sponsor Affiliate by the Company for purposes of the Project and such designation has been consented to by the County in accordance with the Act (as defined in the Fee Agreement); (ii) the undersigned qualifies or will qualify as a Sponsor Affiliate under the Fee Agreement and Section 12-44-30(20) and Section 12-44-130 of the Act; and (iii) the undersigned shall have all of the rights and obligations of a Sponsor Affiliate as set forth in the Fee Agreement.

2. Capitalized Terms. All capitalized terms used but not defined in this Joinder Agreement shall have the meanings set forth in the Fee Agreement.

3. Governing Law. This Joinder Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, without regard to principles of choice of law.

4. Notice. Notices under Section 6.1 of the Fee Agreement shall be sent to:

[]

IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement to be effective as of the date set forth below.

[JOINING COMPANY]

Signature: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the Company consents to the addition of the above-named entity becoming a Sponsor Affiliate under the Fee Agreement effective as of the date set forth above.

**LAST STEP RECYCLING,
a Georgia limited liability company**

Signature: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the County consents to the addition of the above-named entity as a Sponsor Affiliate under the Fee Agreement effective as of the date set forth above.

CHESTER COUNTY, SOUTH CAROLINA

Signature: _____

Name: _____

Title: _____

EXHIBIT C

FORM OF ANNUAL SPECIAL SOURCE REVENUE CREDIT CERTIFICATE

References is made to that certain Fee and Special Source Credit Agreement effective April 4, 2022 (“Fee Agreement”), between Chester County, South Carolina (“County”) and Last Step Recycling, LLC, a Georgia limited liability company (“Company”). Each capitalized term used in this Certificate, but not defined in this Certificate has the meaning ascribed to that term in the Fee Agreement.

According to Section 4.2 of the Fee Agreement, the undersigned authorized officer of the Company certifies to the County as follows:

1. The Company is entitled to claim a Special Source Credit (“SSC”) against each FILOT Payment, on or before the date after which *ad valorem* taxes become delinquent in which a FILOT Payment is due with respect to the Project up to 50% of each of the FILOT Payments for a period of five consecutive years.

2. The invoice for the annual FILOT Payment for tax year 20____, provided by the County Auditor, specifies the FILOT Payment due, with respect to the Project, on January _____, 20____, to be:

\$ _____

3. The Company made, in aggregate, \$ _____ in qualifying investment at the Project.

4. The Company is entitled to an SSRC for this tax year, calculated as follows:

FILOT Payment x 50% = \$ _____

5. The total amount that the Company is entitled to have the County refund (following payment of 100% of the FILOT Payment due), representing all or a portion of the FILOT Payment, is: \$ _____

6. The SSC specified in this Certificate for the current property tax year, together with the amount of all SSCs previously claimed pursuant to the Fee Agreement, do not, in the aggregate, exceed the total cost of all infrastructure improvements funded by the Company for which an SSC is permitted under the Act.

IN WITNESS WHEREOF, I have executed this Certificate as of _____.

**LAST STEP RECYCLING, LLC,
a Georgia limited liability company**

Signature: _____

Name: _____

Title: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHESTER)



Ordinance No.2022-4

AN ORDINANCE TO INCREASE ADOPTION FEES FOR CHESTER COUNTY ANIMAL CONTROL

WHEREAS, Chester County has experienced increased costs for the spaying and neutering of rescued animals; and

WHEREAS, Chester County has not increased the fees imposed on adoptions for dogs and cats from the Animal Shelter for some time and have not kept up with the costs incurred by the Animal Shelter; and

WHEREAS, Chester County must always operate in the best interest of the County and thus the taxpayer in expenditures; and

WHEREAS, Chester County must recognize the need for an increase in adoption fees for rescued animals, specifically for dogs from \$25.00 to \$75.00 and for cats from \$20.00 to \$50.00.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY COUNCIL FOR CHESTER COUNTY, SOUTH CAROLINA, DULY ASSEMBLED THAT:

The Chester County Council does hereby authorize an increase in adoption fees for rescued animals, specifically for dogs from \$25.00 to \$75.00 and for cats from \$20.00 to \$50.00.

This Ordinance shall be effective upon adoption by the Chester County Council on the date of the final reading approval.

Ordinance No.2022-4

Enacted and approved this ____ day of _____, 2022.

CHESTER COUNTY, SOUTH CAROLINA

By: _____
Dr. Wylie Frederick
Interim County Supervisor

Attest:

By: _____
Karen Lee
Clerk to County Council
Chester County, South Carolina

First Reading: March 7th, 2022
Second Reading: March 21st, 2022
Public Hearing: April 4th, 2022
Third Reading: April 4th, 2022



STATE OF SOUTH CAROLINA)
)
 COUNTY OF CHESTER)

RESOLUTION NO: 2022-3

A RESOLUTION TO AUTHORIZE THE COUNTY OF CHESTER, BY CHESTER COUNTY COUNCIL, TO SELL CERTAIN VEHICLES OF THE SHERIFF’S OFFICE AND THE PUBLIC WORKS DEPARTMENT IDENTIFIED HEREIN UPON SUCH TERMS AND CONDITIONS AS DESCRIBED

WHEREAS, S.C. Code §4-9-30(2) authorizes the Chester County Council to *sell or otherwise dispose of real and personal property*, and

WHEREAS, S.C. Code §4-9-130(6) requires an ordinance and a public hearing only for the sale of real property, and

WHEREAS, Chester County Public Works Department and the Chester County Sheriff’s Office have vehicles owned by the County that, while are still viable vehicles, need to be replaced by newer, more efficient vehicles and equipment, and

WHEREAS, Chester County Council has determined that it is in the best interest of the County and the citizens of Chester County to sell or trade these vehicles and equipment in exchange for newer models.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COUNCIL FOR CHESTER COUNTY, SOUTH CAROLINA, DULY ASSEMBLED THAT THE FOLLOWING RESOLUTION IS HEREBY ADOPTED:

Chester County Council does hereby authorize the sale or trade of the following vehicles:

| Car # | V.I.N. | Mileage | Year | Make | Model |
|-------|-------------------|---------|------|-----------|-------|
| 147 | 1GNLC2E05BR265804 | 166337 | 2011 | Chevrolet | Tahoe |
| 143 | 1GNMCAE02AR263571 | 136271 | 2010 | Chevrolet | Tahoe |
| 133 | 1GNLC2E04DR251752 | 163023 | 2013 | Chevrolet | Tahoe |

| | | | | | |
|-----|-------------------|---------|------|-----------|---------------------------------|
| 136 | 2G1WFSEK3B1269772 | 172708 | 2011 | Chevrolet | Impala |
| 127 | 2G1WFSEK2B1278267 | 203819 | 2011 | Chevrolet | Impala |
| 109 | 1C3CCAB7GN1283341 | 93696 | 2016 | Chrysler | 200 |
| 97 | 3C4PDCBB9DT721803 | 122041 | 2013 | Dodge | Journey |
| 167 | 2FAFP71V78X149646 | 184118 | 2008 | Ford | Crown Vic |
| 557 | 2FAFP71W15X141532 | 158423 | 2005 | Ford | Crown Vic |
| N/A | 1FDXE40F7WHB24090 | 155808 | 1998 | Ford | E Series Passenger Van |
| 558 | 1FDXW46FOYEB80803 | 194126 | 2000 | Ford | F450 |
| N/A | N/A | N/A | | | R134 A/C Freon Recovery Machine |
| 517 | 1GCCS14W428216577 | 116,794 | 2002 | Chevy | S-10 |
| 599 | 1GHC29U66E123390 | 217387 | 2006 | Chevy | 2500 HD |
| 551 | 1GHC29U86E181386 | 214,437 | 2005 | Chevy | 2500 HD |
| 550 | 1FDWW36571EC91597 | 158,018 | 2001 | Ford | Utility Truck |
| 530 | 1FTVX14595NB39731 | 116,318 | 2005 | Ford | F150 4x4 |
| 514 | 1HTSCAAP1VH481857 | 128,402 | 1997 | | Bucket Truck |
| 528 | 1GDL7H1P3VJ504302 | 51,426 | 1997 | GMC | Bucket Truck |

Enacted and approved this 7th day of March, 2022.

CHESTER COUNTY, SOUTH CAROLINA

By: _____

Dr. Wyle Frederick
Interim Supervisor, Chester County

Attest:

By: _____

Clerk to County Council
Chester County, South Carolina



INVOICE

February 28, 2022

Kelli Simoneau
Chester County Animal Control
2714 Dawson Drive
Chester, SC 29706

Spay/Neuter program – Matching Grant Program \$2,500.00

Please make check payable to Project Safe Pet.



**SUBDIVISION IMPROVEMENTS
PERFORMANCE BOND**

Bond # 08BSBIT8180
Initial Premium \$ 82,884.08
Subject to Renewal

KNOW ALL MEN BY THESE PRESENTS: That we, LGI Homes – SC, LLC as Principal, and HARTFORD FIRE INSURANCE COMPANY, a corporation duly authorized under the laws of the State of CT, as Surety, are jointly and severally held and bound unto the Chester County, SC, as Obligee in the full and just sum of Five Million Nine Hundred Twenty Thousand Two Hundred Ninety One Dollars and 50/100 Dollars, (\$5,920, 291.50) lawful money of the United States of America, to be paid to said Obligee, successors or assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors, successors, administrators and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH THAT:

Whereas, the Principal and Obligee have entered into an agreement whereby principal agrees to install and complete certain designated public improvements, as approved by Chester County, SC on _____ and identified as Knights Bridge.

Whereas, said Principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement.

Now, Therefore, the condition of this obligation is such that if the above bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Obligee, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by Obligee in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

IN WITNESS WHEREOF, the seal and signature of said Principal is hereto affixed and the corporate seal and the name of the Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact this 4th day of January, 2022.

LGI Homes - SC, LLC

Principal

By: _____

Charles Merdian, Chief Financial Officer

Hartford Fire Insurance Company

By: _____

Grace J. Gray, Attorney-In-Fact

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD
 BOND, T-11
 One Hartford Plaza
 Hartford, Connecticut 06155
Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: MOUNTAINONE INSURANCE AGENCY INC
 Agency Code: 08-087624

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited :**

Donna Bishop, Grace J. Gray, Eric Pratt of North Adams MA, Kathleen M. O'Brien, William R. Robinson of NORTH ADAM, Massachusetts

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA }
 COUNTY OF SEMINOLE } ss. Lake Mary

On this 13th day of February, 2020, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Jessica Ciccone

Jessica Noelle Ciccone
 My Commission #FF029702
 Expires June 20, 2021

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of January 4, 2022

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois

Keith D. Dozois, Assistant Vice President