



MINUTES

Aiken County Council Work Session
Tuesday, March 19, 2024
6:00 PM

Determining that a quorum was present, Chairman Bunker called the meeting to order at 6:16 pm. All Council Members were present.

1. Pending Appointment Resolutions

No New appointments made.

2. Clarification and Discussion of Agenda Items

No changes made to the agenda.

3. Status of Contingency Funds

Eyes on Aiken \$900

4. Finance & ARPA Update Reports- January 2024 (Wks pp. 1-9)
(Lynn Strom, Deputy Administrator/CFO)

The information was presented and received as information.

5. Calendar Reminder Dates:

- Monday, March 25- Ribbon Cutting for Roads of Independence Program at Aiken- Barnwell Mental Health Center 11:00 am (RSVP by 3/15)
- Tues, April 2- Executive Staff Review of FY25 Budget Requests- 4:30 pm
- Friday, April 19- Aiken Chamber Annual Gala at the USCA Etherredge Center 6:30 PM

During discussion, Councilman Mobley stated that he wanted to speak further with Administration on implementing an impact fee for any new subdivisions coming to Aiken County.

6. Executive Session (if needed)

Chairman Bunker stated there was a need for an Executive Session and asked for a motion to go into Executive Session. Councilman Siders made a motion, and Councilman Kellems seconded.

Council adjourned for Executive Session at 6:42 PM.

Official recording and documents from the meeting are on file with the Council Clerk.

Respectfully submitted,

Signed:

Katelyn Gorby, Council Clerk

Gary Bunker, Chairman

MINUTES



Aiken County Council Agenda Minutes for March 19, 2024 7:00 PM, 6th Meeting of 2024

Council Administrator Form of Government for Aiken County
Council Chambers - 1930 University Parkway, Aiken, SC

A. CALL TO ORDER at 7:15 PM

Determining that a quorum was present, Chairman Bunker called the meeting to order at 7:12 pm.

Council Members Present:

Chairman Gary Bunker
Ron Felder
Mike Kellems
Danny Feagin
Kelley Mobley
Sandy Haskell
Phil Napier
L. Andrew Siders
P. K. Hightower

Also present:

Brian Sanders, County Administrator
Lynn Strom, Deputy Administrator/ CFO
Joel Duke, Assistant Administrator/CDO
Teresa Crain, Assistant Administrator
Brad Farrar, County Attorney
Katelyn Gorby, Council Clerk

B. INVOCATION - Councilwoman Hightower

C. PLEDGE OF ALLEGIANCE - Councilman Siders

D. APPROVAL OF MINUTES

1. March 5, 2024 Work Session (p. 1)
2. March 5, 2024 Regular Meeting (pp. 2-4)

Councilman Siders made a motion to approve the minutes. Councilwoman Hightower seconded the motion. The minutes were unanimously approved as presented.

E. APPROVAL OF AGENDA

Councilman Siders made a motion to amend the agenda by revising Consent Item 9, impact number to \$376,187.05. Councilman Feagin seconded the motion. The agenda was approved as amended by a unanimous vote.

F. AWARDS AND RECOGNITIONS

1. Resolution to Declare April 2024 as Child Abuse Prevention Month in Aiken County.
(County Council) (p. 5)

Councilman Mobley made a motion to approve the resolution. Councilman Siders seconded the motion. The resolution was unanimously approved and presented.

2. Resolution to Proclaim the Week of April 14 - 20, 2024 as "National Public Safety Telecommunications Week".
(County Council) (p. 6)

Councilman Feagin made a motion to approve the resolution. Councilman Kellems seconded the motion. The resolution was unanimously approved and presented.

G. PUBLIC HEARINGS

1. Ordinance Authorizing the Execution and Delivery of a Fee Agreement by and Between Aiken County, South Carolina, Columbia Vehicle Group, Inc., And Nordic Equity LLC Providing for a Payment of a Fee In Lieu of Taxes and Other Matters Related Thereto.
(County Council) (pp. 7-34) **No speakers and no comments.**
2. Ordinance Authorizing the Development of A Jointly Owned and Operated Industrial/Business Park In Conjunction With Edgefield County, Such Industrial/Business Park to Be Geographically Located In Aiken County And Established Pursuant to Sec. 4-1-170 of the Code of Laws Of South Carolina, 1976, as Amended; to Provide for a Written Agreement With Edgefield County To Provide for the Expenses of the Park, the Percentage of Revenue Application, and the Distribution of Fees In Lieu of Ad Valorem Taxation; and Other Matters Related Thereto (Columbia Vehicle Group, Inc. and Nordic Equity LLC).
(County Council) (pp. 35-43) **No speakers and no comments.**

H. OLD BUSINESS

1. Third Reading of an Ordinance Authorizing the Execution and Delivery of a Fee Agreement by and Between Aiken County, South Carolina, Columbia Vehicle Group, Inc., And Nordic Equity LLC Providing for a Payment of a Fee In Lieu of Taxes and Other Matters Related Thereto.
(County Council) (pp. 7-34)

Councilman Haskell made a motion to adopts the ordinance on third reading. Councilman Siders seconded the motion. The ordinance was approved and adopted on third reading.

2. Third Reading of an Ordinance Authorizing the Development of A Jointly Owned and Operated Industrial/Business Park In Conjunction With Edgefield County, Such Industrial/Business Park to Be Geographically Located In Aiken County And Established Pursuant to Sec. 4-1-170 of the Code of Laws Of South Carolina, 1976, as Amended; to Provide for a Written Agreement With Edgefield County To Provide for the Expenses of the Park, the Percentage of Revenue Application, and the Distribution of Fees In Lieu of Ad Valorem Taxation; and Other Matters Related Thereto (Columbia Vehicle Group, Inc. and Nordic Equity LLC).
(County Council) (pp. 35-43)

Councilman Napier made a motion to adopts the ordinance on third reading. Councilman Haskell seconded the motion. The ordinance was approved and adopted on third reading.

3. Second Reading of an Ordinance Conveying a Quitclaim Deed for a Portion of Washington Avenue (C-581).
(County Council) (pp. 44-46)

Councilman Siders made a motion to approve the ordinance on second reading. Councilman Feagin seconded the motion. The ordinance was approved on second reading and scheduled for third reading.

4. Second Reading of an Ordinance Conveying a Quitclaim Deed for a Portion of Harlem Street (C-1169).
(County Council) (pp. 47-49)

Councilwoman Hightower made a motion to approve the ordinance on second reading. Councilman Mobley seconded the motion. The ordinance was approved on second reading and scheduled for third reading.

I. CONSENT AGENDA

1. Resolution to Appoint One Member to Designated Boards, Commissions and Committees with Terms of the Appointees to Run Concurrent with that of the Councilmembers from District 2 and 3. (Kellems, Feagin) **(p. 50)**
2. Resolution to Approve the Allocation of Funds for Various Non-Profit Agencies from the FY 2024 Council Contingency Fund. (County Council) **(pp. 51-52)**
3. Resolution to Designate the Month of April as “Fair Housing Month” in Aiken County. (Development Committee) **(p. 53)**
4. Resolution to Authorize the Aiken County Public Service Authority to Obtain Professional Engineering Consulting Services for Task Order 4, the Miscellaneous Solids Handling Improvement Project. (Development Committee) **(pp. 54-62)**
5. Resolution to Authorize the Aiken County Public Service Authority to Obtain Professional Engineering Consulting Services for Task Order 5, the Miscellaneous Solids Handling Improvement Project. (Development Committee) **(pp. 63-70)**
6. Resolution to Accept a Deed of Dedication for Zadora Pass (C-), Haislip Drive (C-), and an extension of Bellingham Drive (C-2703) and Certain Stormwater Improvements in The Retreat at Storm Branch Section 7 Subdivision Located in Council District 3. (Development Committee) **(pp. 71-75)**
7. Resolution to Accept a Deed of Dedication for an extension of Lytham Drive (C-2939) and an extension of Whitby Court (C-2955), and Certain Stormwater Improvements in The Abbey, Phase 2B3 & 2D2 Subdivision Located in Council District 8. (Development Committee) **(pp. 76-78)**
8. Resolution to Authorize the Council Chairman to Enter into an Agreement with Gore Construction, LLC for 24-08-B Judicial Center Paint & Repair. (Development Committee) **(pp. 79-88)**
9. Resolution Authorizing Replacement of an Emergency Service Ambulance from Spartan Fire and Emergency Apparatus. (Judicial & Public Safety Committee) **(p. 89) Amended to \$376,187.05**

J. INTRODUCTION OF ORDINANCES FOR FIRST READING

1. First Reading of an Ordinance Amending Aiken County Code of Ordinances, Chapter 19, Section 19-36, to Allow for the Continued Exemption from Payment of Road Maintenance Fees to Wartime Disabled Veterans Following Change in State Law. (County Council) **(Title Only)**
2. First Reading of an Ordinance to Sell Approximately Two Acres at the Barden Landfill Site to Breezy Hill Water & Sewer for Water System Upgrades. (County Council) **(Title Only)**

Councilman Siders made a motion to approve the Consent Agenda and Introduction of Ordinances for First Reading items. Councilman Kellems seconded the motion. All items were approved unanimously.

K. NEW BUSINESS

L. ITEMS FOR INFORMATION AND THE PUBLIC RECORD

1. Fiscal Year 2024 Aiken County Contingency Report as of March 6, 2024. **(pp. 90-91)**

M. INFORMAL MEETING OF THE WHOLE

Several citizens spoke in opposition to the chicken plant coming to Aiken County.
Stewart Prettel informed Council he was running for Aiken County Sheriff.
Pastor Frazier encouraged Council to come out and attend the Day of Repentance March.
Roger Craven spoke to Council about some issues he has been having with a neighbors vagrant home.
Susan Harrison addressed Council on her concerns of some road issues on Old Polk Rd.

N. EXECUTIVE SESSION

O. ITEMS REQUIRING ACTION ON MATTERS DISCUSSED IN EXECUTIVE SESSION

P. ADJOURNMENT

With there being no further business to discuss, and no need for an Executive Session, Chairman Bunker asked for a motion to adjourn.
Councilman Kellems made a motion, and Councilman Haskell seconded.

The meeting was adjourned by a unanimous vote at 8:40 pm.

Official recording and documents of the meeting are on file with the Council Clerk.

Respectfully submitted,

Signed:

Katelyn Gorby, Council Clerk

Gary Bunker, Chairman

Sponsor(s) : County Council
First Reading : February 20, 2024
Second Reading : April 16, 2024
Public Hearing :
Third Reading :
Effective Date :

I, _____
Council Clerk, certify that this Ordinance was
published for a Public Hearing on _____.

ORDINANCE NO.

COUNCIL ADMINISTRATOR FORM OF GOVERNMENT FOR AIKEN COUNTY

Ordinance Authorizing the Execution and Delivery of a Fee In Lieu Of Tax Agreement By And Between Aiken County, South Carolina And House Of Raeford Farms, Inc., Acting For Itself, One Or More Affiliates, and/or Other Project Sponsors, To Provide For A Fee In Lieu Of Ad Valorem Taxes Incentive, Certain Infrastructure Credits, And Other Matters Relating Thereto.

WHEREAS:

1. Aiken County, South Carolina (the "County"), acting by and through its County Council (the "County Council"), is authorized and empowered under and pursuant to the provisions of the Code of Laws of South Carolina 1976, as amended (the "Code"), particularly Title 12, Chapter 44 of the Code (the "FILOT Act") and by Article VIII, Section 13(D) of the South Carolina Constitution: (i) to enter into agreements with certain investors to construct, operate, maintain, and improve certain projects through which the economic development of the State of South Carolina (the "State") will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ 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 made pursuant to the Negotiated FILOT Act, with respect to a project, (iii) under Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended ("MCIP Act") to create multi-county industrial parks ("MCIP") with one or more contiguous counties and include certain properties therein, and, in its discretion, include within the boundaries of these parks the property of qualifying industries; (iv) to provide special source revenue credit ("Special Source Revenue Credit" or "SSRC") 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"), and (v) to make and execute contracts pursuant to Section 4-9-30 of the Act; and
2. House of Raeford Farms, Inc., a North Carolina corporation (formerly identified by the County as "Project Sunny") (the "Sponsor"), together with any sponsor affiliate(s) (collectively, the "Company"), intends to acquire, construct and install land, buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property related to a processing facility in the County (the "Project"); and
3. The Company has represented that the Project is expected to result in taxable real and personal property investment in the County at the Project site of approximately \$150,000,000, all within the 8-year investment period provided under the FILOT Act for a project with an enhanced investment (the "Investment Period"); and
4. Pursuant to the FILOT Act, and in order to induce investment in the County, the County Council adopted on February 20, 2024 an inducement resolution (the "Inducement Resolution") with respect to the Project; and
5. As a result of the adoption of the Inducement Resolution, any Project expenditures incurred after the adoption of the Inducement Resolution qualify as economic development property in accordance with Section 12-44-40(D) of the FILOT Act; and

6. The County has determined on the basis of the information supplied to it by the Company that the Project would be a “project” and “economic development property” as such terms are defined in the FILOT Act, and that the Project would serve the purposes of the FILOT Act; and
7. Pursuant to the Inducement Resolution, the County has agreed to, among other things, (A) enter into a Fee in Lieu of Tax Agreement (the “Fee Agreement”) with the Company, whereby the County would provide therein for (i) a payment of a fee-in-lieu of taxes by the Company and (ii) the provision of certain SSRC with respect to the Project, and (B) take action to ensure the property comprising the Project is placed within the boundaries of an MCIP, if not already so placed; and
8. The County Council has caused to be prepared and presented to this meeting the form of the Fee Agreement which the County proposes to execute and deliver; and
9. It appears that the documents above referred to, which are now before this meeting, are in appropriate form and are an appropriate instrument to be executed and delivered or approved by the County for the purposes intended.

NOW THEREFORE BE IT ENACTED BY THE AIKEN COUNTY COUNCIL THAT:

1. Based on information supplied by the Company, it is hereby found, determined and declared by the County Council, as follows:
 - a. The Project will constitute a “project” and “economic development property” as said terms are referred to and defined in the FILOT Act, and the County’s actions herein will subserve the purposes and in all respects conform to the provisions and requirements of the FILOT Act;
 - b. The Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally;
 - c. The Project will give rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either;
 - d. 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; and
 - e. The benefits of the Project are anticipated to be greater than the costs.
2. The form, terms and provisions of the Fee Agreement presented to this meeting are hereby approved and all of the terms and provisions thereof are hereby incorporated herein by reference as if the Fee Agreement was set out in this Ordinance in its entirety. The Chairman of County Council and/or the County Administrator are hereby authorized, empowered and directed to execute, acknowledge and deliver the Fee Agreement in the name of and on behalf of the County, and the Clerk to County Council is hereby authorized and directed to attest the same, and thereupon to cause the Fee Agreement to be delivered to the Company and cause a copy of the same to be delivered to the Aiken County Auditor, Assessor and Treasurer. The Fee Agreement is to be in substantially the form now before this meeting and hereby approved, or with such minor changes therein as shall be approved by the County Administrator, upon advice of counsel, his or her execution thereof to constitute conclusive evidence of his or her approval of any and all changes or revisions therein from the form of Fee Agreement now before this meeting.
3. The County confirms that it will create an MCIP with Edgefield County, South Carolina (the “Partner County”), and the property comprising the Project will be included within the boundaries of that MCIP. In the event the property comprising the Project at any time during the term of the Fee Agreement is no longer included within the boundaries of an MCIP, the County Council agrees to take whatever steps are necessary to establish the inclusion of such property in another MCIP created under the MCIP Act for no less than the term of the Fee Agreement.

4. The Chairman of County Council, the County Administrator, and the Clerk to County Council, for and on behalf of the County, are hereby authorized and directed to do any and all things necessary to effect the execution and delivery of the Fee Agreement and the performance of all obligations of the County thereunder.
5. The provisions of this ordinance are hereby declared to be separable and if any section, phrase or provisions shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.
6. All ordinances, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This ordinance shall take effect and be in full force from and after its passage by the County Council.

This Ordinance shall become effective on _____.

Adopted at the regular meeting of Aiken County Council on _____.

ATTEST:

SIGNED:

Katelyn Gorby, Council Clerk

Gary Bunker, Chairman

REVIEWED BY: _____
Brad Farrar, County Attorney

COUNCIL VOTE:

FEE IN LIEU OF TAX AGREEMENT

By and Between

AIKEN COUNTY, SOUTH CAROLINA

and

HOUSE OF RAEFORD FARMS, INC.

Dated as of
[_____], 2024

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**SUMMARY OF CONTENTS OF
FEE IN LIEU OF TAX AGREEMENT**

As permitted under Section 12-44-55(B), Code of Laws of South Carolina 1976, as amended (the “Code”), the parties have agreed to waive the requirements of Section 12-44-55 of the Code. The following is a summary of the key provisions of this Fee in Lieu of Tax Agreement. This summary is inserted for convenience only and does not constitute a part of this Fee in Lieu of Tax Agreement or a summary compliant with Section 12-44-55 of the Code.

Company Name:	House of Raeford Farms, Inc.	Project Name:	Project Sunny
Projected Investment:	\$185,000,000	Projected Jobs:	n/a
Location (street):	See legal description	Tax Map No.:	See legal description
1. FILOT			
Required Investment:	\$150,000,000	Required Jobs:	n/a
Enhanced Investment Period:	8 Years (with potential extension to 13 years)	Ordinance No./Date:	
Assessment Ratio:	Four percent (4%)	Term (years):	Forty (40)
Millage Rate:	_____ mills ¹	Net Present Value (if yes, discount rate):	n/a
Clawback information:	<p>(a) If aggregate investment at the end of the Investment Period is less than the statutory minimum investment requirement (\$2.5 million or \$5 million), this Agreement terminates and the Company and any Sponsor Affiliate(s) must pay a retroactive clawback equal to the difference between (i) the standard ad valorem taxes that would have been paid for the period through and including the end of the Investment Period if the Economic Development Property had not been eligible for FILOT benefits less (ii) the actual amount of FILOT payments paid for the period through and including the end of the Investment Period.</p> <p>(b) If aggregate investment at the end of the Enhanced Investment Period is greater than the statutory minimum investment requirement (\$2.5 million or \$5 million) but less than the Contract Minimum Investment Requirement (\$150 million), this Agreement continues in force prospectively under revised terms (30-year term, 6% assessment ratio).</p>		
2. MCIP			
Included in an MCIP:	Yes, Edgefield County		
3. SSRC			
Percentage and Length:	20% for 20 years		
Clawback Information:	n/a		
4. Other information	n/a		

¹ Note to Draft: County to insert millage rate

FEE IN LIEU OF TAX AGREEMENT

THIS FEE IN LIEU OF TAX AGREEMENT (the “*Agreement*”) is made and entered into as of _____, 2024 by and between **AIKEN COUNTY, SOUTH CAROLINA** (the “*County*”), a body politic and corporate and a political subdivision of the State of South Carolina (the “*State*”), acting by and through the Aiken County Council (the “*Council*”) as the governing body of the County, and **House of Raeford Farms, Inc.**, a corporation organized and existing under the laws of the State of North Carolina (the “*Company*”).

RECITALS

1. The County, acting by and through the Council, is authorized and empowered under and pursuant to the provisions of the Code of Laws of South Carolina 1976, as amended (the “*Code*”), particularly Title 12, Chapter 44 of the Code (the “*Negotiated FILOT Act*”) and by Article VIII, Section 13(D) of the South Carolina Constitution: (i) to enter into agreements with certain investors to construct, operate, maintain, and improve certain projects through which the economic development of the State will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ 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 made pursuant to the Negotiated FILOT Act, with respect to a project, (iii) under Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended (“*MCIP Act*”) to create multi-county industrial parks (“*MCIP*” or “*MCIPs*”) with one or more contiguous counties and include certain properties therein, and, in its discretion, include within the boundaries of these parks the property of qualifying industries; to provide special source revenue credit 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*”), and (iv) to make and execute contracts pursuant to Section 4-9-30 of the Act.

2. The Company is considering an expansion of its existing facilities in the County (the “*Project*”), formerly known as “*Project Sunny*,” and anticipates that, should their plans proceed as expected, they will invest, or cause to be invested, in the aggregate, approximately \$150,000,000 in real and personal property investment at the Project by the end of the Enhanced Investment Period (as defined herein) and as set forth in greater detail in this Agreement.

3. Based on information supplied by the Company, the Council has evaluated the Project based on certain criteria including, but not limited to, the purposes of the Project, the anticipated dollar amount and nature of the investment, the employment to be created or maintained, and the anticipated costs and benefits to the County. Pursuant to Section 12-44-40(H)(1) of the Negotiated FILOT Act, the County finds that: (a) 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; (b) the Project will give rise

to no pecuniary liability of the County or any incorporated municipality therein and to no charge against their general credit or taxing powers; (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.

4. On February 20, 2024, Council adopted an Inducement Resolution (the “*Inducement Resolution*”) reflecting, identifying, and inducing the Project whereby the County agreed to provide the benefits of a Negotiated FILOT, the terms of which are set forth in greater detail in this Agreement.

5. As a result of the adoption of the Inducement Resolution, any Project expenditures incurred after the adoption of the Inducement Resolution qualify as Economic Development Property in accordance with Section 12-44-40(D) of the Negotiated FILOT Act.

6. Under the authority provided in the MCIP Act, together with Edgefield County, South Carolina (the “*Partner County*”), the County has created or will create an MCIP (the “*Park*”) by that agreement titled “_____”, as subsequently amended (the “*Park Agreement*”), and, pursuant to the Park Agreement, the boundaries of the Park include the Project.

7. The County has determined that it is in the best interests of the County to enter into this Agreement with the Company, subject to the terms and conditions set forth herein, and, by Ordinance No. ____ enacted by the Council on [____], 2024, approved the form, terms and conditions of this Agreement and ratified all prior actions taken with respect to the Project.

NOW, THEREFORE, in consideration of the premises, the mutual covenants contained herein, the above recitals which are incorporated herein by reference, the potential investment to be made, or caused to be made, and the potential jobs to be created, or caused to be created, by the Company which contributes to the tax base and the economic welfare of the County, the respective representations and agreements hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the Company agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Definitions

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

“*Administration Expenses*” shall mean the reasonable and necessary expenses incurred by the County with respect to this Agreement including, without limitation, reasonable attorneys’ fees and costs; provided, however, that no such expense shall be considered an Administration Expense until the County has furnished to the Company a statement in writing indicating the amount of such expense and the reason it has been or will be incurred.

“Affiliate” shall mean any corporation, limited liability company, partnership or other entity which owns all or part of the Company (or with respect to a Sponsor Affiliate(s), such Sponsor Affiliate) or which is owned in whole or in part by the Company (or with respect to a Sponsor Affiliate, such Sponsor Affiliate) or by any partner, shareholder, member or owner of the Company (or with respect to a Sponsor Affiliate, such Sponsor Affiliate), as well as any subsidiary, affiliate, individual or entity who bears a relationship to the Company (or with respect to a Sponsor Affiliate, such Sponsor Affiliate), as described in Section 267(b) of the Internal Revenue Code of 1986, as amended.

“Agreement” shall mean this Fee in Lieu of Tax Agreement.

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

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

“Company” shall mean House of Raeford Farms, Inc., a corporation organized and existing under the laws of the State of North Carolina 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, subject to the Transfer Provisions (defined below) and any and all other notice and approval rights of the County as provided herein or under the Code.

“Condemnation Event” shall mean any act of taking by a public or quasi-public authority through condemnation, reverse condemnation or eminent domain.

“Contract Minimum Investment Requirement” shall mean, with respect to the Project, the aggregate investment by the Company and any Sponsor Affiliate(s) of at least \$150,000,000 in Land, Equipment, and Improvements from the first day that Project property comprising all or a portion of the Project is purchased or acquired, whether before or after the date of this Agreement, and ending at the end of the Enhanced Investment Period.

“Council” shall mean Aiken County Council, the governing body of the County.

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

“County Administrator” shall mean the Aiken County Administrator, or the person holding any successor office of the County.

“County Assessor” shall mean the Aiken County Assessor, or the person holding any successor office of the County.

“County Auditor” shall mean the Aiken County Auditor, or the person holding any successor office of the County.

“County Treasurer” shall mean the Aiken County Treasurer, or the person holding any successor office of the County.

“Defaulting Entity” shall have the meaning set forth for such term in Section 6.02(a) hereof.

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

“Diminution in Value” in respect 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 4.01 of this Agreement, of the items which constitute a part of the Project and which are subject to FILOT payments which may be caused by the Company’s or any Sponsor Affiliate’s removal and/or disposal of equipment pursuant to Section 4.04 hereof, or by its election to remove components of the Project as a result of any damage or destruction or any Condemnation Event with respect thereto.

“Economic Development Property” or “Negotiated FILOT 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 Negotiated FILOT Act and which are placed in service during the Enhanced Investment Period, as selected and identified by the Company or any Sponsor Affiliate(s) in its annual filings of a SCDOR PT-300S or comparable form with the Department (as such filing may be amended from time to time).

“Enhanced Investment Deficiency Amount” shall have the meaning set forth for such term in Section 4.03(a) hereof.

“Enhanced Investment Period” shall mean the period commencing with the first day that Negotiated FILOT Property is purchased or acquired, whether before or after the date of this Agreement, and ending on the eighth anniversary of the Commencement Date; provided a later end date may apply in accordance with Section 3.01(b) of this Agreement, or may otherwise be agreed to by the Company and County, in writing, pursuant to the Act.

“Equipment” shall mean machinery, equipment, furniture, office equipment, pollution control equipment, and other tangible personal property, together with any and all additions, accessions, replacements, and substitutions thereto or therefor.

“Event of Default” shall mean any event of default specified in Section 6.01 hereof.

“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 portion 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 Enhanced Investment Period.

“Existing Property” shall mean property which will not qualify for the Negotiated FILOT pursuant to Section 12-44-110 of the Negotiated FILOT Act, including property which has been subject to *ad valorem* taxes in the State prior to commencement of the Investment Period and property included in the Project as part of the repair, alteration, or modification of such previously taxed property; provided, however, that Existing Property shall not include: (1) land; (2) property acquired or constructed by or on behalf of the Company or any Sponsor Affiliate(s) during the Enhanced Investment Period which has not been placed in service in this State prior to the commencement of the Enhanced Investment Period notwithstanding that *ad valorem* taxes have heretofore been paid with respect to such property, or property which has been placed in service in the State pursuant to an inducement agreement or other preliminary approval by the County, including the Inducement Resolution, prior to execution of this Agreement pursuant to Section 12-44-40(D) and (E) of the Negotiated FILOT Act, (3) property which previously has been placed in service in the State and previously has been subject to property taxes in the State which is purchased in a transaction other than between any of the entities specified in Section 267(b) of the Internal Revenue Code, as defined under Chapter 6, Title 12 as of the time of the transfer, if the Company and any Sponsor Affiliates invest at least an additional forty-five million dollars at the Project, and (4) modifications which constitute an expansion to existing real property improvements, each of which shall qualify as Negotiated FILOT Property.

“FILOT” or **“FILOT Payments”** shall mean the amount paid or to be paid in lieu of *ad valorem* property taxes as provided herein.

“FILOT Act Minimum Investment Requirement” shall mean, with respect to the Project, an investment of at least \$2,500,000 by the Company, or of at least \$5,000,000 by the Company and any Sponsor Affiliate(s) in the aggregate, in Economic Development Property.

“Improvements” shall mean improvements to the Land, including buildings, building additions, roads, sewer lines, and infrastructure, together with any and all additions, fixtures, accessions, replacements, and substitutions thereto or therefor.

“Infrastructure” shall mean infrastructure serving the County and improved or unimproved real estate and personal property, including machinery and equipment, used in the operation of the Project, within the meaning of Section 4-29-68 of the Code.

“Investment Period” shall mean the period commencing with the first day that Negotiated FILOT Property is purchased or acquired, whether before or after the date of this Agreement, and ending on the fifth anniversary of the Commencement Date, as specified in Section 12-44-30(13) of the Negotiated FILOT Act; provided a later end date may apply in accordance with Section 3.01(b) of this Agreement, or may otherwise be agreed to by the Company and County, in writing, pursuant to the Act.

“Land” means the land upon which the Project will be located, as described in Exhibit A attached hereto, as Exhibit A may be supplemented from time to time in accordance with Section 3.01(c) hereof.

“MCIP Act” means Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended, and any amendments thereto.

“MCIP Agreement” means the [Name of Aiken/Edgefield MCIP Agreement], pursuant to the MCIP Act and dated [date], authorizing the creation and operation of the Park or MCIP that includes the Project.

“Minimum Investment Deficiency Amount” shall have the meaning set forth for such term in Section 4.03(a) hereof.

“Negotiated FILOT Act” shall mean Title 12, Chapter 44, of the Code, and all future acts successor or supplemental thereto or amendatory thereof.

“Non-Qualifying Property” shall mean that portion of the real and personal property located on the Land, which does not qualify as Negotiated FILOT Property, such property to include: (i) Existing Property; (ii) except as to Replacement Property, property which the Company or Sponsor Affiliate(s) places in service after the end of the Enhanced Investment Period; and (iii) any other property which fails or ceases to qualify for FILOT Payments under the Negotiated FILOT Act or under this Agreement, including without limitation property as to which the Company or Sponsor Affiliate(s) has terminated the Negotiated FILOT as provided herein.

“Park” means the multi-county industrial and business park created by the County and the Partner County pursuant to the MCIP Act and MCIP Agreement that includes or shall include the Project.

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

“Project” shall mean the Land and all the Improvements and Equipment that the Company determines to be necessary, suitable or useful for the purposes described in Section 2.02(b) hereof, to the extent determined by the Company and any Sponsor Affiliate(s) to be a part of the Project, and any Replacement Property, but excluding Non-Qualifying Property.

“Removed Components” shall mean components of the Project or portions thereof which the Company or any Sponsor Affiliate(s) elects to remove from the Project pursuant to Section 4.04 hereof or as a result of any Condemnation Event.

“Replacement Property” shall mean any property which is placed in service as a replacement for any item of Equipment or any Improvement previously subject to this 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 or any Improvement to the fullest extent that the Negotiated FILOT Act permits.

“Sponsor Affiliate(s)” shall mean an entity that joins with the Company and that participates in the investment in, or financing of, the Project and which meets the requirements

under the Negotiated FILOT Act to be entitled to the benefits of this Agreement with respect to its participation in the Project, all as set forth in Section 5.13 hereof.

“*State*” shall mean the State of South Carolina.

“*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 39th 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 at least 40 annual FILOT payments under Article III hereof with respect to each Phase of the Project; and provided further, that if this Agreement is terminated earlier in accordance with the terms hereof, including, but not limited to the terms of Section 4.03(b), the Termination Date shall mean the effective date of such termination.

“*Transfer Provisions*” shall mean the provisions of Section 12-44-120 of the Negotiated FILOT Act, as amended or supplemented from time to time, concerning, among other things, the necessity of obtaining County consent to certain transfers and such other provisions contained herein which may grant County any notice or approval rights including, but not limited to, the provisions contained in Sections 5.05 and 5.09 below.

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

Section 1.2 Project-Related Investments

The term “investment” or “invest” as used herein shall include not only investments made by the Company and any Sponsor Affiliate(s), but also to the fullest extent permitted by law, those investments made by or for the benefit of the Company or any Sponsor Affiliate(s) with respect to 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 Council as its governing body. The County has duly authorized the execution and delivery of this 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 upon representations by the Company, the Project constitutes a “project” within the meaning of the Negotiated FILOT Act.

(c) The County has agreed that each item of real and tangible personal property comprising the Project which is selected for inclusion in the Project by the Company or any Sponsor Affiliate(s) and which is eligible to be economic development property under the Negotiated FILOT Act, which is placed in service during the Enhanced Investment Period and which meets the requirements of Sections 12-44-30(6) and 12-44-40(C) of the Negotiated FILOT Act, together with all Replacement Property (but excluding any Non-Qualifying Property and any Removed Components) shall be considered Economic Development Property.

(d) The millage rate set forth in Step 3 of Section 4.01(a) hereof is [] mills², which is the millage rate in effect with respect to the location of the proposed Project as of June 30, 2023, as permitted under Section 12-44-50(A)(1)(d) of the Negotiated FILOT Act, and which millage rate shall be fixed for the life of the fee and for the entire Term of this Agreement in accordance with Section 12-44-50(A)(1)(b)(i) of the FILOT Act, during the Exemption Period against the taxable value to determine the amount of the FILOT Payments due during the Exemption Period on the applicable payment dates.

Section 2.2 Representations, Warranties, and Agreements of the Company

The Company hereby represents, warrants, and agrees as follows:

(a) The Company is organized and in good standing under the laws of the State of Delaware, is duly authorized to transact business in the State, has power to enter into this Agreement, and has duly authorized the execution and delivery of this Agreement.

(b) The Company intends to operate the Project as a “project” within the meaning of the Negotiated FILOT Act as in effect on the date hereof. The Company intends to operate the Project for the purpose of agricultural processing, and for such other purposes that the Negotiated FILOT Act permits as the Company may deem appropriate.

(c) The execution and delivery of this Agreement by the County has been instrumental in inducing the Company to locate the Project in the County.

(d) The Company, together with any Sponsor Affiliate(s), will use commercially reasonable efforts to meet, or cause to be met, (i) the FILOT Act Minimum Investment Requirement within the Investment Period and (ii) the Contract Minimum Investment Requirement within the Enhanced Investment Period.

ARTICLE III

COMMENCEMENT AND COMPLETION OF THE PROJECT

Section 3.1 The Project

(a) The Company intends and expects, together with any Sponsor Affiliate(s), to (i) construct and acquire the Project, and (ii) meet the FILOT Act Minimum Investment Requirement within the Investment Period and the Contract Minimum Investment Requirement

²Note to Draft: County to confirm millage rate

within the Enhanced Investment Period. The Company and the County anticipate that the first Phase of the Project will be placed in service during the calendar year ending December 31, 2025.

(b) In the event the Company, together with any Sponsor Affiliates, meets the Contract Minimum Investment Requirement within the Enhanced Investment Period, then the Enhanced Investment Period shall automatically extend by 5 (five) years for a total Enhanced Investment Period ending on the thirteenth (13th) anniversary of the Commencement Date.

(c) Pursuant to the Negotiated FILOT Act and subject to Section 4.01 hereof, the Company and the County hereby agree that the Company and any Sponsor Affiliate(s) shall identify annually those assets which are eligible for FILOT payments under the Negotiated FILOT Act and which the Company or any Sponsor Affiliate(s) selects for such treatment by listing such assets in its annual PT-300S form (or comparable form) to be filed with the Department (as such 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 Agreement to the contrary notwithstanding, the Company and any Sponsor Affiliate(s) shall not be obligated to complete the acquisition of the Project; provided, however, if the Company, together with any Sponsor Affiliate(s), does not meet the FILOT Act Minimum Investment Requirement within the Investment Period or the Contract Minimum Investment Requirement within the Enhanced Investment Period, the provisions of Section 4.03(a) hereof shall control.

(d) The Company may add to the Land such real property, located in the same taxing District in the County as the original Land, as the Company, in its discretion, deems useful or desirable. In such event, the Company, at its expense, shall deliver an appropriately revised Exhibit A to this Agreement, in form reasonably acceptable to the County.

Section 3.2 Diligent Completion

The Company agrees to use its 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 Enhanced Investment Period.

Section 3.3 Filings and Reports

(a) Each year during the term of the Agreement, the Company and any Sponsor Affiliate(s) shall deliver to the County, the County Auditor, the County Assessor and the County Treasurer a copy of their most recent annual filings with the Department with respect to the Project, not later than thirty (30) days following delivery thereof to the Department.

(b) The Company shall cause a copy of this Agreement, as well as a copy of the completed Form PT-443 of the Department, to be filed with the County Auditor, County Treasurer and the County Assessor, and to their counterparts in the Partner County to the MCIP Agreement, the County Administrator and the Department within thirty (30) days after the date of execution and delivery of this Agreement by all parties hereto.

(c) The Company, and each Sponsor Affiliate(s), agree to maintain complete books and records accounting for the acquisition, financing, construction, and operation of the Project.

Such books and records shall (i) permit ready identification of the various Phases and components thereof; (ii) confirm the dates on which each Phase was placed in service; and (iii) include copies of all filings made by the Company and any such Sponsor Affiliate(s) in accordance with Section 3.03(a) or (b) above with respect to property placed in service as part of the Project.

ARTICLE IV

FILOT PAYMENTS

Section 4.1 FILOT Payments

(a) Pursuant to Section 12-44-50 of the Negotiated FILOT Act, the Company and any Sponsor Affiliate(s), as applicable, are required to make payments in lieu of *ad valorem* taxes to the County with respect to the Economic Development Property. Inasmuch as the Company anticipates an initial investment of sums sufficient for the Project to qualify for a fee in lieu of tax arrangement under Section 12-44-50(A)(1) of the Negotiated FILOT Act, the County and the Company have negotiated the amount of the FILOT Payments in accordance therewith. The Company and any Sponsor Affiliate(s), as applicable, shall make payments in lieu of *ad valorem* taxes on all Economic Development Property which comprises the Project and is placed in service, as follows: the Company and any Sponsor Affiliate(s), as applicable, shall make payments in lieu of *ad valorem* taxes during the Exemption Period with respect to the Economic Development Property or, if there are Phases of the Economic Development Property, with respect to each Phase of the Economic Development Property, said payments to be made annually and to be due and payable and subject to penalty assessments on the same dates and in the same manner as prescribed by the County for *ad valorem* taxes. The determination of the amount of such annual FILOT Payments shall be in accordance with the following procedure (subject, in any event, to the procedures required by the Negotiated FILOT Act):

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 Negotiated FILOT Act defines such term, that the Company and any Sponsor Affiliate(s) 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 Exemption Period remains the fair market value of the real property and Improvements for the life of the Exemption Period. The determination of these values shall take into account all applicable property tax exemptions that State law would allow to the Company and to any Sponsor Affiliate(s) if the property were taxable, except those exemptions that Section 12-44-50(A)(2) of the Negotiated FILOT Act specifically disallows.

Step 2: Apply an assessment ratio of four percent (4%) 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 39 years thereafter or such longer period of years in which the Negotiated FILOT Act permits the Company and any Sponsor Affiliate(s) to make annual FILOT payments.

Step 3: Use a millage rate of [] mills³ during the Exemption Period, which millage rate shall be fixed for the life of the fee and for the entire Term of this Agreement in accordance with Section 12-44-50(A)(1)(b)(i) of the FILOT Act, during the Exemption Period, and applied against the taxable value to determine the amount of the FILOT Payments due during the Exemption Period on the applicable payment dates.

(b) In the event that a final order of a court of competent jurisdiction from which no further appeal is allowable declares the Negotiated FILOT Act and/or the herein-described FILOT Payments 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 thereof (without increasing the amount of incentives being afforded herein) and so as to afford the Company and any Sponsor Affiliate(s) with the benefits to be derived herefrom, the intention of the County being to offer the Company and such Sponsor Affiliate(s) a strong inducement to locate the Project in the County. If the Economic Development Property is deemed to be subject to *ad valorem* taxation, this Agreement shall terminate, and the Company and any Sponsor Affiliate(s) 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 and such Sponsor Affiliate(s). Any amount determined to be due and owing to the County from the Company and such Sponsor Affiliate(s), with respect to a year or years for which the Company or such Sponsor Affiliate(s) previously remitted FILOT Payments to the County hereunder, shall (i) take into account all applicable tax exemptions to which the Company or such Sponsor Affiliate(s) 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 or such Sponsor Affiliate(s) had made with respect to the Project pursuant to the terms hereof.

(c) The County shall use its commercially reasonable best faith efforts to ensure that the Project is incorporated and will remain in an MCIP during the Term. If, for any reason, the agreement governing the MCIP into which the Project is incorporated is modified, or otherwise terminated, then the County shall use its commercially reasonable best faith efforts to ensure that the Project shall be immediately placed into another multi-county park arrangement established pursuant to the MCIP Act, to which the County is party and that would enable the Company to receive the benefits afforded by having the Project incorporated into an MCIP.

Section 4.2 Special Source Revenue Credits

(a) In accordance with and pursuant to Section 12-44-70 of the FILOT Act and Section 4-1-175 of the MCIP Act, in order to reimburse the Company and any Sponsor Affiliates for qualifying capital expenditures incurred for costs of the Infrastructure during the Enhanced Investment Period, the Company and any Sponsor Affiliates shall be entitled to receive, and the County agrees to provide, annual special source revenue credits against the Company and any

³ Note to Draft: County to confirm millage rate

Sponsor Affiliates' FILOT Payments for a period of twenty (20) consecutive years (the "**SSRC Period**") in an amount equal to twenty percent (20%) 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 by the Company and any Sponsor Affiliates in the Project during the Enhanced Investment Period), calculated and applied after payment of the amount due the non-host county under the MCIP Agreement ("**Special Source Revenue Credits**" or "**SSRCs**").

(b) Notwithstanding anything herein to the contrary, under no circumstances shall the Company and any Sponsor Affiliates 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 Revenue Credit is taken.

(c) In no event shall the aggregate amount of all Special Source Revenue Credits claimed by the Company and any Sponsor Affiliates exceed the amount expended with respect to the Infrastructure at any point in time.

(d) As provided in Section 4-29-68 of the Code, to the extent any Special Source Revenue Credit is taken against fee in lieu of tax payment 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 fee in lieu of taxes due on the personal property for the year in which the personal property was removed from the Project shall be due for the two (2) years immediately following such removal.

(e) Each annual Special Source Revenue Credit shall be reflected by the County Auditor or other authorized County official or representative on each bill for FILOT Payments sent to the Company and any Sponsor Affiliates by the County for each applicable property tax year, by reducing such FILOT Payments otherwise due by the amount of the Special Source Revenue Credit to be provided to the Company and any Sponsor Affiliates for such property tax year.

(f) The Special Source Revenue Credits are payable solely from the FILOT 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 Failure to Achieve FILOT Act Minimum Investment Requirement or Contract Minimum Investment Requirement

(a) In the event the Company, together with any Sponsor Affiliates, fails to meet the FILOT Act Minimum Investment Requirement by the end of the Investment Period, this Agreement shall terminate and the following shall occur:

(i) the Company and any Sponsor Affiliates shall be obligated to pay the County an amount which is equal to the excess, if any, of (i) the total amount of *ad valorem* taxes as would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the items of property comprising the Economic Development Property were not Economic Development Property, but with appropriate reductions equivalent to all tax exemptions and abatements to which the Company and such Sponsor Affiliates would be entitled in such a case, through and including the end of the Investment Period, over (ii) the total amount of FILOT payments the Company and such Sponsor Affiliates have made with respect to the Economic Development Property for the period through and including the end of the Investment Period (such excess, a “*Minimum Investment Deficiency Amount*”). Any Minimum Investment Deficiency Amount determined to be owing pursuant to the foregoing sentence shall be repaid by the Company and any Sponsor Affiliates within 120 days of receipt of written notice from the County setting forth the Minimum Investment Deficiency Amount.

(b) In the event the Company, together with any Sponsor Affiliates, meets the FILOT Act Minimum Investment Requirement by the end of the Investment Period but fails to meet the Contract Minimum Investment Requirement by the end of the Enhanced Investment Period, this Agreement shall continue in force subject to the following prospective adjustments:

(i) **Step 2** of Section 4.01 of this Agreement shall be amended to read:

“**Step 2:** Apply an assessment ratio of six percent (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 Negotiated FILOT Act permits the Company and any Sponsor Affiliate(s) to make annual FILOT payments.”;

and

(ii) The definition of “*Termination Date*” in Section 1.01 of this Agreement shall be amended to read:

““*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 at least 30 annual FILOT payments under Article III hereof with respect to each Phase of the Project; and provided further, that if this Agreement is terminated earlier in accordance with the terms hereof, the Termination Date shall mean the effective date of such termination.”

(c) As a condition to the FILOT benefit provided herein, the Company agrees to provide the County Administrator, the County Assessor, the County Auditor and the County

Treasurer with an annual certification as to investment in the Project and the cumulative number of new, full-time jobs created by the Company with respect to the Project. Such certification shall be in substantially the form attached hereto as Exhibit B, and shall be due no later than May 1 following the immediately preceding December 31 of each year during the Enhanced Investment Period.

(d) For the avoidance of doubt, to determine compliance with Section 4.03(b) hereof, all investments, whether taxable or not, made by the Company or any Sponsor Affiliates at the Project during the Enhanced Investment Period shall be taken into account. For ease of administration, the Company and any Sponsor Affiliates may provide copies of filed property tax returns as evidence of the total amounts invested at any point during the Enhanced Investment Period.

Section 4.4 Removal of Equipment

Subject, always, to the other terms and provisions of this Agreement, the Company and any Sponsor Affiliates shall be entitled to remove and dispose of components of the Project from the Project in its sole discretion with the result that said components shall no longer be considered a part of the Project and, to the extent such constitute Economic Development Property, shall no longer be subject to the terms of this Agreement. Economic Development Property is disposed of only when it is scrapped or sold or removed from the Project. If it is removed from the Project, it is subject to *ad valorem* property taxes to the extent the property remains in the State and is otherwise subject to *ad valorem* property taxes.

Section 4.5 FILOT Payments on Replacement Property

If the Company or any Sponsor Affiliates elect 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 Affiliates otherwise utilize Replacement Property, then, pursuant and subject to the provisions of Section 12-44-60 of the Negotiated FILOT Act, the Company or such Sponsor Affiliate shall make statutory payments in lieu of *ad valorem* taxes with regard to such Replacement Property in accordance with the following:

(i) Replacement Property does not have to serve the same function as the Economic Development Property it is replacing. Replacement Property is deemed to replace the oldest Economic Development Property subject to the FILOT, 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 Agreement for the period of time remaining during the Exemption Period for the Economic Development Property which it is replacing; and

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

Section 4.6 Reductions in Payment of Taxes Upon Diminution in Value; Investment Maintenance Requirement

In the event of a Diminution in Value of the Economic Development Property, the payment in lieu of taxes with regard to 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 as determined pursuant to Step 1 of Section 4.01(a) hereof; *provided, however*, that if at any time subsequent to the end of the Enhanced Investment Period, the total value of the Project remaining in the County based on the original income tax basis thereof (that is, without regard to depreciation), is less than the Contract Minimum Investment Requirement, then beginning with the first payment thereafter due hereunder and continuing until the Termination Date, the Project shall no longer be entitled to the incentive provided in Section 4.01 and the Company and any Sponsor Affiliates shall therefore commence to pay FILOT Payments calculated in accordance with Section 4.03(b)(ii) hereof.

ARTICLE V

PARTICULAR COVENANTS AND AGREEMENTS

Section 5.1 Cessation of Operations

Notwithstanding any other provision of this Agreement, each of the Company and any Sponsor Affiliates acknowledges and agrees that County's obligation to provide the FILOT incentive ends, and this Agreement is terminated, if the Company ceases operations at the Project. For purposes of this Section, "ceases operations" means closure of the facility or the cessation of production and shipment of products to customers for a continuous period of twelve (12) months. The provisions of Section 4.03(a) hereof relating to retroactive payments shall apply, if applicable, if this Agreement is terminated in accordance with this Section prior to the end of the Investment Period. The provisions of Section 4.03(b) hereof relating to retroactive payments shall apply, if applicable, if this Agreement is terminated in accordance with this Section prior to the end of the Enhanced Investment Period. Each of the Company and any Sponsor Affiliates agrees that if this Agreement is terminated pursuant to this Section, that under no circumstance shall the County be required to refund or pay any monies to the Company or any Sponsor Affiliates.

Section 5.2 Rights to Inspect

The Company agrees that the County and its authorized agents shall have the right at all reasonable times and upon prior reasonable notice to enter upon and examine and inspect the Project. The County and its authorized agents shall also be permitted, at all reasonable times and upon prior reasonable notice, to have access to examine and inspect the Company's South

Carolina property tax returns, as filed. The aforesaid rights of examination and inspection shall be exercised only upon such reasonable and necessary terms and conditions as the Company shall prescribe, and shall be subject to the provisions of Section 5.03 hereof.

Section 5.3 Confidentiality

The County acknowledges and understands that the Company and any Sponsor Affiliates may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques (herein “Confidential Information”). In this regard, the Company and any Sponsor Affiliates may clearly label any Confidential Information delivered to the County “Confidential Information.” The County agrees that, except as required by law, neither the County nor any employee, agent, or contractor of the County shall disclose or otherwise divulge any such clearly labeled Confidential Information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by law. Each of the Company and any Sponsor Affiliates acknowledges that the County is subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on request, absent an exemption. In the event that the County is required to disclose any Confidential Information obtained from the Company or any Sponsor Affiliates to any third party, the County agrees to provide the Company and such Sponsor Affiliates with as much advance notice as is reasonably possible of such requirement before making such disclosure, and to cooperate reasonably with any attempts by the Company and such Sponsor Affiliates to obtain judicial or other relief from such disclosure requirement.

Section 5.4 Limitation of County’s 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 5.5 Mergers, Reorganizations and Equity Transfers

Each of the Company and any Sponsor Affiliates acknowledges that any mergers, reorganizations or consolidations of the Company and such Sponsor Affiliates may cause the Project to become ineligible for FILOT Payments under the Negotiated FILOT Act absent compliance by the Company and such Sponsor Affiliates with the Transfer Provisions; provided that, to the extent provided by Section 12-44-120 of the Negotiated FILOT Act or any successor provision, any financing arrangements entered into by the Company or any Sponsor Affiliates with respect to the Project and any security interests granted by the Company or any Sponsor Affiliates in connection therewith shall not be construed as a transfer for purposes of the Transfer Provisions.

Section 5.6 Indemnification Covenants

(a) Notwithstanding any other provisions in this Agreement or in any other agreements with the County, the Company and the Sponsor Affiliates agree to indemnify, defend and save the County, its Council members, elected officials, officers, employees, servants and

agents (collectively, the “Indemnified Parties”) harmless against and from all claims by or on behalf of any person, firm or corporation arising from the conduct or management of, or from any work or thing done on the Project or the Land by the Company or any Sponsor Affiliates, their members, officers, shareholders, employees, servants, contractors, and agents during the Term, and, the Company and any Sponsor Affiliates further, shall indemnify, defend and save the Indemnified Parties harmless against and from all claims arising during the Term from (i) entering into and performing its obligations under this Agreement, (ii) any condition of the Project, (iii) any breach or default on the part of the Company or any Sponsor Affiliates in the performance of any of its obligations under this Agreement, (iv) any act of negligence of the Company or any Sponsor Affiliate or its agents, contractors, servants, employees or licensees, (v) any act of negligence of any assignee or lessee of the Company or any Sponsor Affiliates, or of any agents, contractors, servants, employees or licensees of any assignee or lessee of the Company or any Sponsor Affiliates, or (vi) any environmental violation, condition, or effect with respect to the Project. The Company and any Sponsor Affiliates shall indemnify, defend and save the County harmless from and against all costs and expenses including, but not limited to, reasonable attorneys’ fees incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon, and upon notice from the County, the Company and any Sponsor Affiliates shall defend it in any such action, prosecution or proceeding with legal counsel acceptable to the County (the approval of which shall not be unreasonably withheld).

(b) Notwithstanding the fact that it is the intention of the parties that the Indemnified Parties shall not incur pecuniary liability by reason of the terms of this Agreement, or the undertakings required of the County hereunder, by reason of the granting of the FILOT, by reason of the execution of this Agreement, by the reason of the performance of any act requested of it by the Company or any Sponsor Affiliates, or by reason of the County’s relationship to the Project or by the operation of the Project by the Company or any Sponsor Affiliates, including all claims, liabilities or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if the County or any of the other Indemnified Parties should incur any such pecuniary liability, then in such event the Company and any Sponsor Affiliates shall indemnify, defend and hold them harmless against all claims by or on behalf of any person, firm or corporation, arising out of the same, and all costs and expenses including, but not limited to, reasonable attorneys’ fees incurred in connection with any such claim or in connection with any action or proceeding brought thereon, and upon notice, the Company and any Sponsor Affiliates shall defend them in any such action or proceeding with legal counsel acceptable to the County (the approval of which shall not be unreasonably withheld); provided, however, that such indemnity shall not apply to the extent that any such claim is attributable to (i) the grossly negligent acts or omissions or willful misconduct of the County, its agents, officers or employees, or (ii) any material breach of this Agreement by the County.

(c) Notwithstanding anything in this Agreement to the contrary, the above-referenced covenants insofar as they pertain to costs, damages, liabilities or claims by any Indemnified Party resulting from any of the above-described acts of or failure to act by the Company or any Sponsor Affiliates, shall survive any termination of this Agreement.

Section 5.7 Qualification in State

Each of the Company and any Sponsor Affiliates warrant that it is duly qualified to do business in the State, and covenants that it will continue to be so qualified so long as it operates any portion of the Project.

Section 5.8 No Liability of County's Personnel

All covenants, stipulations, promises, agreements and obligations of the County contained herein shall be deemed to be covenants, stipulations, promises, agreements and obligations of the County and shall be binding upon any member of the Council or any elected official, officer, agent, servant or employee of the County only in his or her official capacity and not in his or her individual capacity, and no recourse shall be had for the payment of any moneys hereunder against any member of the governing body of the County or any elected official, officer, agent, servants or employee of the County and no recourse shall be had against any member of the Council or any elected official, officer, agent, servant or employee of the County for the performance of any of the covenants and agreements of the County herein contained or for any claims based thereon except solely in their official capacity.

Section 5.9 Assignment, Leases or Transfers

The County agrees that the Company and any Sponsor Affiliates may at any time (a) transfer all or any of their rights and interests under this Agreement or with respect to all or any part of the Project, or (b) enter into any lending, financing, leasing, security, or similar arrangement or succession of such arrangements with any financing or other entity with respect to this Agreement or all or any part of the Project, including without limitation any sale-leaseback, equipment lease, build-to-suit lease, synthetic lease, nordic lease, defeased tax benefit or transfer lease, assignment, sublease or similar arrangement or succession of such arrangements, regardless of the identity of the income tax owner of such portion of the Project, whereby the transferee in any such arrangement leases the portion of the Project in question to the Company or any Sponsor Affiliates or operates such assets for the Company or any Sponsor Affiliates or is leasing the portion of the Project in question from the Company or any Sponsor Affiliates. In order to preserve the FILOT benefit afforded hereunder with respect to any portion of the Project so transferred, leased, financed, or otherwise affected: (i) except in connection with any transfer to an Affiliate of the Company or of any Sponsor Affiliates, or transfers, leases, or financing arrangements pursuant to clause (b) above (as to which such transfers the County hereby consents), the Company and any Sponsor Affiliates, as applicable, shall obtain the prior consent or subsequent ratification of the County which consent or subsequent ratification may be granted by the County in its sole discretion; (ii) except when a financing entity which is the income tax owner of all or part of the Project is the transferee pursuant to clause (b) above and such financing entity assumes in writing the obligations of the Company or any Sponsor Affiliates, as the case may be, hereunder, or when the County consents in writing, no such transfer shall affect or reduce any of the obligations of the Company and any Sponsor Affiliates hereunder; (iii) to the extent the transferee or financing entity shall become obligated to make FILOT Payments hereunder, the transferee shall assume the then current basis of, as the case may be, the Company or any Sponsor Affiliates (or prior transferee) in the portion of the Project transferred; (iv) the Company or applicable Sponsor Affiliates, transferee or financing entity shall, within sixty (60) days thereof, furnish or cause to be furnished to the County and the Department a true and complete copy of any such transfer agreement; and (v) the Company, the

Sponsor Affiliates and the transferee shall comply with all other requirements of the Transfer Provisions.

Subject to County consent when required under this Section, and at the expense of the Company or any Sponsor Affiliates, as the case may be, the County agrees to take such further action or execute such further agreements, documents, and instruments as may be reasonably required to effectuate the assumption by any such transferee of all or part of the rights of the Company or such Sponsor Affiliates under this Agreement and/or any release of the Company or such Sponsor Affiliates pursuant to this Section.

Each of the Company and any Sponsor Affiliates acknowledges that such a transfer of an interest under this Agreement or in the Project may cause all or part of the Project to become ineligible for the FILOT benefit afforded hereunder or result in penalties under the Negotiated FILOT Act absent compliance by the Company and any Sponsor Affiliates with the Transfer Provisions.

Section 5.10 Administration Expenses

The Company and any Sponsor Affiliates agree to pay any Administration Expenses to the County when and as they shall become due, but in no event later than the date which is the earlier of any payment date expressly provided for in this Agreement or the date which is forty-five (45) days after receiving written notice from the County, accompanied by such supporting documentation as may be necessary to evidence the County's or Indemnified Party's right to receive such payment, specifying the nature of such expense and requesting payment of same. The County, the Company, and any Sponsor Affiliates agree the Administration Expenses shall not exceed \$5,000 in any event.

Section 5.11 Priority Lien Status

The County's right to receive FILOT payments hereunder shall have a first priority lien status pursuant to Sections 12-44-90(E) and (F) of the Negotiated FILOT Act and Chapters 4, 49, 51, 53, and 54 of Title 12 of the Code.

Section 5.12 Interest; Penalties

In the event the Company or any Sponsor Affiliates should fail to make any of the payments to the County required under this Agreement, then the item or installment so in default shall continue as an obligation of the Company or such Sponsor Affiliates until the Company or such Sponsor Affiliates shall have fully paid the amount, and the Company and any Sponsor Affiliates agree, as applicable, to pay the same with interest thereon at a rate, unless expressly provided otherwise herein and in the case of FILOT payments, of 5% per annum, compounded monthly, to accrue from the date on which the payment was due and, in the case of FILOT payments, at the rate for non-payment of *ad valorem* taxes under State law and subject to the penalties the law provides until payment.

Section 5.13 Sponsor Affiliate(s)

The Company may designate from time to time any Sponsor Affiliates pursuant to the provisions of Sections 12-44-30(20) and 12-44-130 of the Negotiated FILOT Act, which Sponsor Affiliates shall join with the Company and make investments with respect to the Project, or participate in the financing of such investments, and shall agree to be bound by the terms and provisions of this Agreement pursuant to the terms of a written joinder agreement with the County and the Company, in substantially the form as attached hereto as Exhibit C. The Company shall provide the County and the Department with written notice of any Sponsor Affiliates designated pursuant to this Section within ninety (90) days after the end of the calendar year during which any such Sponsor Affiliates has placed in service any portion of the Project, in accordance with Section 12-44-130(B) of the Negotiated FILOT Act.

ARTICLE VI

DEFAULT

Section 6.1 Events of Default

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

(a) Failure by the Company or any Sponsor Affiliates to make the FILOT Payments described in Section 4.01(a) or 4.03(b)(ii) hereof, or any other amounts payable to the County under this Agreement when due, which failure shall not have been cured within thirty (30) days following receipt of written notice thereof from the County; provided, however, that the Company and any Sponsor Affiliates shall be entitled to all redemption rights granted by applicable statutes; or

(b) A representation or warranty made by the Company or any Sponsor Affiliates hereunder which is deemed materially incorrect when deemed made; or

(c) Failure by the Company or any Sponsor Affiliates 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 thirty (30) days after written notice from the County to the Company and such Sponsor Affiliates specifying such failure and requesting that it be remedied, unless the Company or such Sponsor Affiliates 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 or such Sponsor Affiliates is diligently pursuing corrective action; or

(d) Failure by the County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure shall continue for a period of thirty (30) days after written notice from the Company to the County and any Sponsor Affiliates 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 6.2 Remedies Upon Default

(a) Whenever any Event of Default by the Company or any Sponsor Affiliates (the “*Defaulting Entity*”) shall have occurred and shall be continuing, the County may take any one or more of the following remedial actions as to the Defaulting Entity, only:

- (i) terminate this Agreement; or
- (ii) take whatever action at law or in equity may appear necessary or desirable to collect the amounts due hereunder.

In addition to all other remedies provided herein, the failure to make FILOT payments shall give rise to a lien for tax purposes as provided in Section 12-44-90 of the Negotiated FILOT Act. In this regard, and notwithstanding anything in this Agreement to the contrary, the County may exercise the remedies that general law (including Title 12, Chapter 49 of the Code) provides with regard to the enforced collection of *ad valorem* taxes to collect any FILOT payments due hereunder.

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

- (i) bring an action for specific enforcement;
- (ii) terminate this Agreement as to the acting party; or
- (iii) 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 6.3 Reimbursement of Legal Fees and Expenses and Other Expenses

Upon the occurrence of an Event of Default hereunder by the Company or any Sponsor Affiliates, should the County 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 County shall be entitled, within thirty (30) days of demand therefor, to reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

Section 6.4 No Waiver

No failure or delay on the part of any party hereto in exercising any right, power, or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy hereunder. No waiver of any provision hereof shall be effective unless the same shall be in writing and signed by the waiving party hereto.

ARTICLE VII

MISCELLANEOUS

Section 7.1 Notices

Any notice, election, demand, request, or other communication to be provided under this 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, 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:

If to the Company:

House of Raeford Farms, Inc.
Attn: Mr. Jantzen Brantley
Director, Strategic Planning & Investments
3425 South US Highway 117
Rose Hill, NC 28458

Sam Moses, Esquire
Parker Poe Adams & Bernstein LLP
1221 Main Street, Suite 1100
Columbia, SC 29201
Email: sammoses@parkerpoe.com

If to the County:

Aiken County, South Carolina
ATTN: County Administrator
1930 University Parkway, Suite 3100
Aiken, South Carolina 29801
Telephone: 803-642-2012
Email: countyadministrator@aikencountysc.gov

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

Bradley T. Farrar
ATTN: Aiken County Attorney
1930 University Parkway, Suite 3600
Aiken, South Carolina 29801
Direct Dial Office: 803-642-3628
Email: BFarrar@aikencountysc.gov

Section 7.2 Binding Effect

This Agreement and each document contemplated hereby or related hereto shall be binding upon and inure to the benefit of the Company and any Sponsor Affiliates, 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 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 7.3 Counterparts; Electronic Signatures

This Agreement may be executed in any number of counterparts and each such executed counterpart shall be, and shall be deemed to be, an original, but all of which shall constitute, and shall be deemed to constitute, in the aggregate but one and the same instrument. This Agreement may be circulated for signature through electronic transmission, including, without limitation, facsimile and email, and all signatures so obtained and transmitted shall be deemed for all purposes under this Agreement to be original signatures and may conclusively be relied upon by any party to this Agreement.

Section 7.4 Governing Law

This Agreement and all documents executed in connection herewith shall be construed in accordance with and governed by the laws of the State.

Section 7.5 Headings

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

Section 7.6 Amendments

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

Section 7.7 Further Assurance

From time to time, and at the expense of the Company and any Sponsor Affiliates, the County agrees to execute and deliver to the Company and any such Sponsor Affiliates such additional instruments as the Company or such Sponsor Affiliates may reasonably request and as are authorized by law and reasonably within the purposes and scope of the Negotiated FILOT Act and this Agreement to effectuate the purposes of this Agreement.

Section 7.8 Invalidity; Change in Laws

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

Section 7.9 Termination by Company

The Company is authorized to terminate this Agreement at any time with respect to all or part of the Project upon providing the County with thirty (30) days' written notice; *provided, however,* that (i) any monetary obligations existing hereunder and due and owing at the time of termination to a party hereto (including, without limitation, any amounts owed with respect to Article IV hereof); 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 Agreement. The Company's obligation to make FILOT Payments under this Agreement shall terminate in the year following the year of such termination pursuant to this Section.

Section 7.10 Entire Understanding

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

Section 7.11 Waiver

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

Section 7.12 Business Day

In the event that any action, payment, or notice is, by the terms of this 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.

SIGNATURE PAGES TO FOLLOW

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

AIKEN COUNTY, SOUTH CAROLINA⁴

(SEAL)

By: _____

Gary Bunker
Chairman of County Council
Aiken County, South Carolina

By: _____

_____, County Administrator
Aiken County, South Carolina

ATTEST:

Katelyn Hayes, Clerk to County Council
Aiken County, South Carolina

[Signature Page 1 to Fee in Lieu of Tax Agreement]

⁴Note to Draft: County to confirm signatories

HOUSE OF RAEFORD FARMS, INC.

Print Name: _____

Its: _____

[Signature Page 2 to Fee in Lieu of Tax Agreement]

EXHIBIT A
LEGAL DESCRIPTION

EXHIBIT B

INVESTMENT AND JOB CREATION CERTIFICATION

I _____, the _____ of House of Raeford Farms, Inc.(the “*Company*”), do hereby certify in connection with Section 4.01 of the Fee in Lieu of Tax Agreement dated as of [_____], 2024 between Aiken County, South Carolina and the Company (the “*Agreement*”), as follows:

(1) The total investment made by the Company and any Sponsor Affiliate(s) in the Project during the calendar year ending December 31, 20__, was \$.

(2) The cumulative total investment made by the Company and any Sponsor Affiliate(s) in the Project from the period beginning _____, 20__ (that is, the beginning date of the Enhanced Investment Period) and ending December 31, 20__, is \$_____.

(3) The number of full-time jobs at the Company facilities where the Project is located was _____ persons as of _____, 20__ (the beginning date of the Enhanced Investment Period).

(4) The number of net new, full-time jobs created at the Project since _____, 20__ (the beginning date of the Enhanced Investment Period) is _____ persons.

All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement.

IN WITNESS WHEREOF, I have set my hand this _____ day of _____, 20__.

HOUSE OF RAEFORD FARMS, INC.

Print Name: _____

Its: _____

EXHIBIT C

JOINDER AGREEMENT

Reference is hereby made to that certain Fee in Lieu of Tax Agreement (“*Fee Agreement*”) by and between Aiken County, South Carolina (“*County*”) and House of Raeford Farms, Inc., a corporation organized and existing under the laws of the State of North Carolina (“*Company*”), dated as of [_____], 2024.

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(A)(19) 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 7.01 of the Fee Agreement shall be sent to:

**House of Raeford Farms, Inc.
Attn: Mr. Jantzen Brantley
Director, Strategic Planning & Investments
3425 South US Highway 117
Rose Hill, NC 28458**

IN WITNESS WHEREOF, the undersigned have executed this Joinder Agreement to be effective for tax year 20_____ and all subsequent tax years.

Date

[ENTITY NAME]

By: _____

Its: _____

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.

HOUSE OF RAEFORD FARMS, INC.

By: _____

Its: _____

Sponsor(s) : County Council
First Reading : March 19, 2024
Second Reading : April 16, 2024
Public Hearing : April 16, 2024
Third Reading :
Effective Date :

I, _____
Council Clerk, certify that this Ordinance was
published for a Public Hearing on 3/30/2024.

ORDINANCE NO.

COUNCIL ADMINISTRATOR FORM OF GOVERNMENT FOR AIKEN COUNTY

An Ordinance Amending Aiken County Code of Ordinances, Chapter 19, Section 19-36, to Allow for the Continued Exemption From Payment of Road Maintenance Fees to Wartime Disabled Veterans Following Change in State Law.

WHEREAS:

1. Aiken County Code of Ordinances, Chapter 19, Section 19-36, provides that vehicles exempted from registration fees imposed by the South Carolina Department of Motor Vehicles (DMV) pursuant to S.C.Code Ann. Section 56-3-1110 shall also be exempt from the County's road maintenance fee; and
2. Section 56-3-1110 was repealed by the General Assembly effective May 6, 2022, and recodified in other portions of Title 56 of the South Carolina Code of Laws, where such recodification does not ensure the present intent of County Code Section 19-36 to exempt from payment of the County's road maintenance fee Wartime Disabled Veterans, thereby affecting the exemption provided by such section; and
3. It remains County Council's desire that anyone who has an exemption from vehicle taxes granted by the South Carolina Department of Revenue (DOR) shall continue to be exempt from the County's road maintenance fee.

NOW THEREFORE BE IT ENACTED BY THE AIKEN COUNTY COUNCIL THAT:

1. Aiken County Code of Ordinances, Chapter 19, Section 19-36 is amended so that subsection (c) thereof shall read as follows:

(c) Veterans of the "uniformed services" as defined by U.S. Code Section 4303(17) who have been granted a handicapped or disabled veteran exemption from the South Carolina Department of Revenue for vehicle taxes are exempt from the road maintenance fee. Upon review and approval by the county auditor, the road maintenance fee then in effect as established by the most recent county operating budget, shall be waived on not more than two vehicles qualified for the exemption from registration fees as defined in Section 56-3-1110 of the South Carolina Code of Laws. A veteran who is issued an exemption from the road maintenance fee under the provisions of this section must provide a new certification as prescribed by this subsection at the time a new license plate is issued. A surviving spouse of such a veteran is also eligible to obtain one (1) such license plate so long as the surviving spouse does not remarry. When a new license plate is issued to a surviving spouse, the spouse must certify on a form prescribed by the department that the spouse has not remarried.
2. Severability. If any provision of this Ordinance shall be declared by a court of competent jurisdiction to be invalid, those portions of the Ordinance that remain shall be in full force and effect.
3. Conflict and Repeal. All provisions in other County Ordinances in conflict with this Ordinance are hereby repealed to the extent necessary to give effect to this Ordinance.

This Ordinance shall become effective on _____, 2024, and shall have retroactive application to January 1, 2024, such that any veteran of the "uniformed services" as defined by U.S. Code Section 4303(17) who has been granted a handicapped or disabled veteran exemption from the South Carolina Department of Revenue for vehicle taxes who has paid the road maintenance fee since January 1, 2024 shall be entitled to a refund thereof.

Adopted at the regular meeting of Aiken County Council on _____, 2024.

ATTEST:

SIGNED:

Katelyn Gorby, Council Clerk

Gary Bunker, Chairman

REVIEWED BY: _____
Bradley T. Farrar, County Attorney

IMPACT STATEMENT: \$31,375.00 in taxpayer refunds.

COUNCIL VOTE:

Sponsor(s) : County Council
First Reading : March 19, 2024
Second Reading : April 16, 2024
Public Hearing : April 16, 2024
Third Reading :
Effective Date :

I, _____
Council Clerk, certify that this Ordinance was
advertised for Public Hearing on 3/30/2024.

ORDINANCE NO.

COUNCIL ADMINISTRATOR FORM OF GOVERNMENT FOR AIKEN COUNTY

An Ordinance Declaring Certain Real Property, Along With All Improvements Located Thereon, Identified As The Portion Of Aiken County Tax Map Parcel Number 035-15-01-001 Consisting Of Approximately 2.0 Acres Located off Addie Road in Graniteville, South Carolina Surplus To County Purposes And To Authorize The Sale And Disposal Of The Property to Breezy Hill Water & Sewer, Inc.

WHEREAS:

1. Pursuant to Title 4, Chapter 9 of the Code of Laws of South Carolina, 1976, as amended, and certain ordinances, Aiken County, South Carolina, acting by and through its County Council, is authorized to enter into contracts to convey real property owned by the County; and
2. After thorough review and consideration of all available options, County Council has determined that it is in the best interests of Aiken County that it provide for the conveyance of a portion of the property located off Addie Road in Graniteville, South Carolina bounded a parcel owned by Chester L. Enlow, Jr. on the West, and the remaining portion bounded by the Barden Landfill on the North, East and South, and the to-be-sold portion consisting of approximately 2.0 acres, to Breezy Hill Water & Sewer, Inc..

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COUNCIL THAT:

1. The Aiken County Council hereby (a) declares the aforesaid real property as surplus to the County's needs and authorizes the County Council Chairman to execute and deliver an Agreement of Purchase and Sale of Real Property providing for the sale and conveyance of the aforesaid buildings and land consisting of 2.0 acres, more or less, to Breezy Hill Water & Sewer, Inc. upon such terms and in such form and with such provisions as are recommended by the Aiken County Administrator and Aiken County Attorney for a purchase price of \$14,000.00 (\$7,000.00 per acre); (b) if all conditions and terms in aforesaid Agreement are timely satisfied as determined by Aiken County, authorizes the County Council Chairman to execute and deliver a deed, in a form and with contents approved by the County Attorney, conveying the aforesaid land pursuant to the terms of the aforesaid Agreement on such date or dates as shall be approved by the County Attorney; and (c) authorizes the County Council Chairman and County Administrator to execute and deliver such other documents and instruments that are reasonably necessary to accomplish the conveyance of the aforesaid land to Breezy Hill Water & Sewer, Inc. upon the advice of the County Attorney and approval by the County Attorney of such documents and instruments. The foregoing authorizations are conditioned on the property on the aforesaid site being retained and developed in a manner that subjects it to real property taxation.
2. Access to the to-be-sold property will be by the existing 60-foot wide frontage on Addie Road. Breezy Hill Water & Sewer, Inc. agrees to conduct the maintenance on that portion so that they would have constant access to their property. Breezy Hill Water & Sewer, Inc. may install and maintain a security gate for that access but must provide Aiken County with a key.
3. Any ordinance, resolution, or other order of County Council, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.
4. This Ordinance is effective after third reading and a public hearing by County Council.

Adopted at the regular meeting of Aiken County Council on _____, 2024.

ATTEST:

SIGNED:

Katelyn Gorby, Council Clerk

Gary Bunker, Chairman

REVIEWED BY: _____
Bradley Farrar, County Attorney

COUNCIL VOTE:

Sponsor(s) : County Council
First Reading : March 5, 2024
Second Reading : March 19, 2024
Public Hearing : April 16, 2024
Third Reading : April 16, 2024
Effective Date :

I, _____
Council Clerk, certify that this Ordinance was
published for a Public Hearing on 3/30/2024.

ORDINANCE NO.

COUNCIL ADMINISTRATOR FORM OF GOVERNMENT FOR AIKEN COUNTY

Conveying a Quitclaim Deed for a Portion of Washington Ave (C-581).

WHEREAS:

1. Washington Avenue is a road located approximately six miles West of New Ellenton in Aiken County, designated in the Official Road Atlas as “C-581”; and
2. The road was platted as a part of the Whispering Pines subdivision recorded July 3, 1952 in Misc. Book 41 at Page 107, and later transferred to Plat Book 41 at Page 188 in the record of Aiken County, SC; and
3. Aiken County maintains that portion of the platted Washington Avenue between Carver Street and Harlem Street, but the Whispering Pines plat was never presented for acceptance into the Aiken County road system or for maintenance by the County; and
4. Michele Francis Richard, an Aiken County resident, owns real property abutting the platted Washington Avenue, and are identified as the Grantee in a quitclaim deed described herein; and
5. Pursuant to S.C. Code Ann. Subsection 4-9-30(2), Aiken County’s governing body is authorized to, “...sell or otherwise dispose of real and personal property”; and
6. While Aiken County never accepted the roadway by deed or for maintenance, to the extent the County may have or claim any interest in that portion of Washington Avenue extending from the intersection of Harlem Street westward to the edge of the Whispering Pines plat, such roadway is surplus to the County’s needs and County staff have recommended that executing a quitclaim deed for any interest the County could have in the roadway is in the best interests of the County; and
7. The disposition of the property described herein shall be made by ordinance pursuant to S.C. Code Ann. Subsection 4-9-130(6), and the public hearing requirement in order to, “sell, lease or contract to sell or lease real property owned by the county.”

NOW, THEREFORE, BE IT ORDAINED BY THE AIKEN COUNTY COUNCIL THAT:

1. County Council hereby authorizes the Chairman of County Council to execute a quitclaim deed for any interest Aiken County may have in that portion of Washington Avenue extending from the intersection of Harlem Street westward to the edge of the Whispering Pines plat to the Grantee set forth herein, said deed being subject to the rights of ingress and egress of all others to Washington Avenue (C-581), including, but not limited to, any easements for access or other purpose by necessity or prescription.
2. All provisions in other County Ordinances in conflict with this Ordinance are hereby repealed to the extent necessary to give effect to this Ordinance.
3. Council hereby waives any requirement that this Ordinance be referred to a committee of council or be recommended by a committee of council.

This Ordinance shall become effective on _____.

(signatures on following page)

Adopted at the regular meeting of Aiken County Council on _____.

ATTEST:

SIGNED:

Katelyn Gorby, Council Clerk

Gary Bunker, Chairman

REVIEWED BY: _____
County Attorney

COUNCIL VOTE:

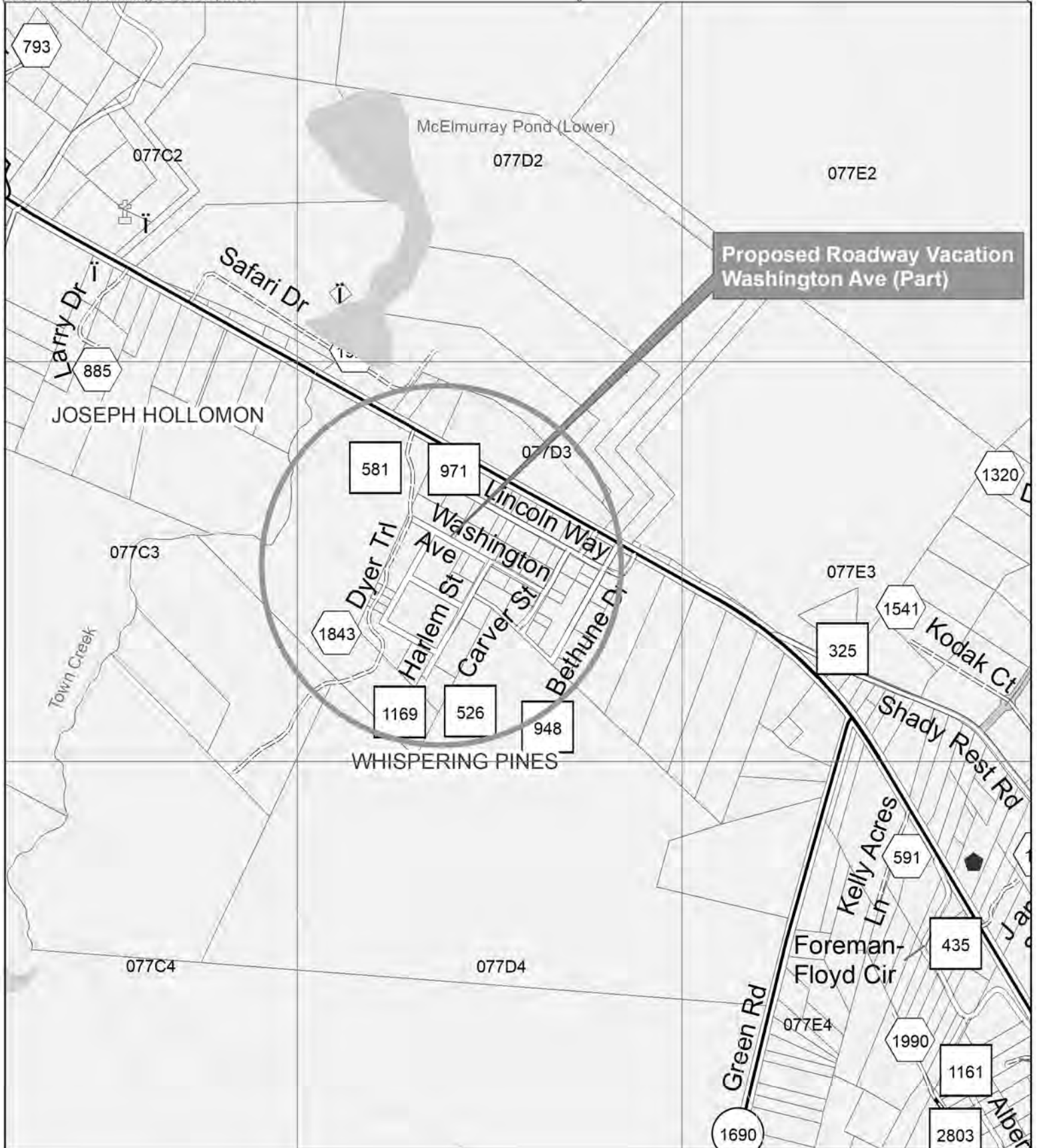
Roadway Vacation - County Atlas Reference

NOTE: The proposed zoning change(s) indicated hereon is (are) NOT OFFICIAL, until such time as the Aiken County Council approves change(s).

Joel T. Duke 3/14/2024

Aiken County Planning & Development

**Proposed Roadway Vacation
Washington Ave (Part)
Page 077, Grids D3**



Sponsor(s) : County Council
First Reading : March 5, 2024
Second Reading : March 19, 2024
Public Hearing : April 16, 2024
Third Reading : April 16, 2024
Effective Date :

I, _____
Council Clerk, certify that this Ordinance was
published for a Public Hearing on 3/30/2024.

ORDINANCE NO.

COUNCIL ADMINISTRATOR FORM OF GOVERNMENT FOR AIKEN COUNTY

Conveying a Quitclaim Deed for a Portion of Harlem Street (C-1169).

WHEREAS:

1. Harlem Street is a road located approximately six miles West of New Ellenton in Aiken County, designated in the Official Road Atlas as "C-1169"; and
2. The road was platted as a part of the Whispering Pines subdivision recorded July 3, 1952 in Misc. Book 41 at Page 107, and later transferred to Plat Book 41 at Page 188 in the records of Aiken County, SC; and
3. Aiken County maintains that portion of the platted Harlem Street between Washington Avenue and Lot 110 of the Whispering Pines plat, but the Whispering Pines plat was never presented for acceptance into the Aiken County road system or for maintenance by the County; and
4. Lajasmin Daniqua Canty, an Aiken County resident, owns real property abutting the platted Harlem Street, and is identified as the Grantee in a quitclaim deed described herein; and
5. Pursuant to S.C. Code Ann. Subsection 4-9-30(2), Aiken County's governing body is authorized to, "...sell or otherwise dispose of real and personal property"; and
6. While Aiken County never accepted the roadway by deed or for maintenance, to the extent the County may have or claim any interest in that portion of Harlem Street extending from northern edge Lot 110 of the Whispering Pines plat southward to the end of Harlem Street, such roadway is surplus to the County's needs and County staff have recommended that executing a quitclaim deed for any interest the County could have in the roadway is in the best interests of the County; and
7. The disposition of the property described herein shall be made by ordinance pursuant to S.C. Code Ann. Subsection 4-9-130(6), and the public hearing requirement in order to, "sell, lease or contract to sell or lease real property owned by the county."

NOW, THEREFORE, BE IT ORDAINED BY THE AIKEN COUNTY COUNCIL THAT:

1. County Council hereby authorizes the Chairman of County Council to execute a quitclaim deed for any interest Aiken County may have in that portion of Harlem Street extending from northern edge Lot 110 of the Whispering Pines plat southward to the end of Harlem Street to the Grantee set forth herein, said deed being subject to the rights of ingress and egress of all others to Harlem Street (C-1169), including, but not limited to, any easements for access or other purpose by necessity or prescription.
2. All provisions in other County Ordinances in conflict with this Ordinance are hereby repealed to the extent necessary to give effect to this Ordinance.
3. Council hereby waives any requirement that this Ordinance be referred to a committee of council or be recommended by a committee of council.

This Ordinance shall become effective on _____.

(signatures on following page)

Adopted at the regular meeting of Aiken County Council on _____.

ATTEST:

SIGNED:

Katelyn Gorby, Council Clerk

Gary Bunker, Chairman

REVIEWED BY: _____
County Attorney

COUNCIL VOTE:

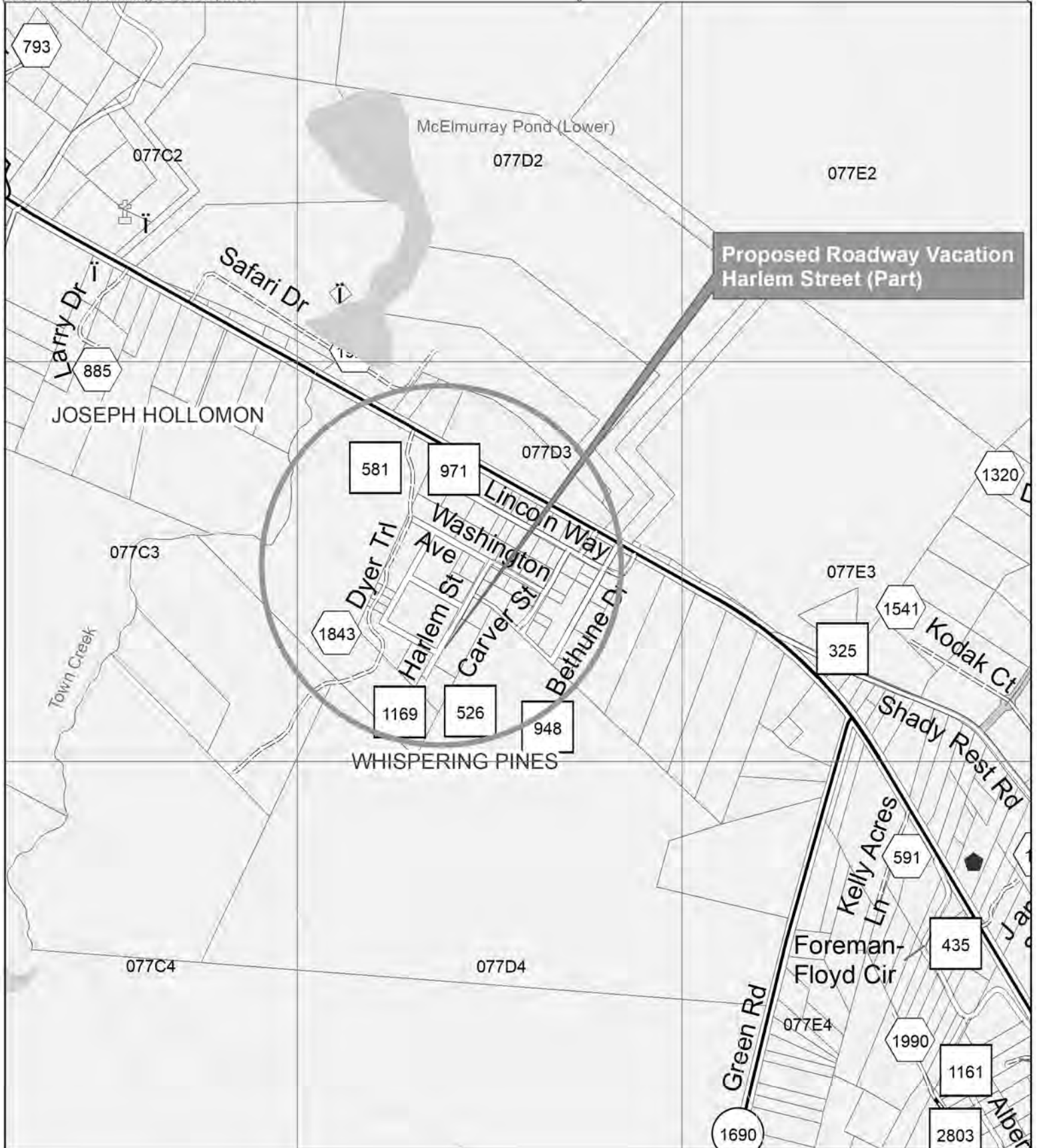
Roadway Vacation - County Atlas Reference

NOTE: The proposed zoning change(s) indicated hereon is (are) NOT OFFICIAL, until such time as the Aiken County Council approves change(s).

Proposed Roadway Vacation Harlem Street (Part) Page 077, Grids D3

Joel T. Duke 3/14/2024

Aiken County Planning & Development



Sponsor(s) : Kellems, Feagin, Napier
 Committee Referral : N/A
 Committee Consideration Date : N/A
 Committee Recommendation : N/A
 Effective Date :

RESOLUTION NO.

COUNCIL ADMINISTRATOR FORM OF GOVERNMENT FOR AIKEN COUNTY

To Appoint One Member to Designated Boards, Commissions and Committees with Terms of the Appointees to Run Concurrent with that of the Councilmember from Districts 2, 3 and 6.

WHEREAS:

1. County Council adopted Ordinance No. 82-12-49 which established appointments for members of Boards, Commissions, Authorities, Agencies and Advisory Committees appointed on a district basis by County Council to expire with the terms of the appointing Councilmember; and
2. County Council desires to appoint a member to the designated Boards, Commissions and Committees below from District 2, District 3 and District 6.

NOW THEREFORE BE IT RESOLVED BY THE AIKEN COUNTY COUNCIL THAT Members are hereby appointed and/or reappointed to the following Boards, Commissions and Committees with terms of office to run concurrently with the terms of Councilman Mike Kellems, District 2; Councilman Danny Feagin, District 3; Councilman Phil Napier, District 6 as follows:

1. RECREATION COMMISSION:

Vacant	
Expired December 31, 2022	District 2, Expires December 31, 2026

2. BOARD OF APPEALS:

Vacant	
As of January 19, 2024	District 3, Expires December 31, 2024

3. PLANNING COMMISSION:

Vacant	
As of March 19, 2024	District 6, Expires December 31, 2026

Adopted at the regular meeting of Aiken County Council on _____.

ATTEST:

SIGNED:

 Katelyn Gorby, Council Clerk

 Gary Bunker, Chairman

COUNCIL VOTE:

Sponsor(s) : County Council
Committee Referral : N/A
Committee Consideration Date : N/A
Committee Recommendation : N/A
Effective Date :

RESOLUTION NO.

COUNCIL ADMINISTRATOR FORM OF GOVERNMENT FOR AIKEN COUNTY

To Approve the Allocation of Funds for Various Non-Profit Agencies from the FY 2024 Council Contingency Fund.

WHEREAS:

1. County Council has received many requests for funding from non-profit agencies operating in Aiken County; and
2. Council desires to approve certain of these allocations to assist the agencies.

NOW THEREFORE BE IT RESOLVED BY THE AIKEN COUNTY COUNCIL THAT:

1. County Council approves the following allocations from the FY 2024 Council Contingency Fund:

<u>Agency</u>	<u>Amount</u>
---------------	---------------

Adopted at the regular meeting of Aiken County Council on April 16, 2024.

ATTEST:

SIGNED:

Katelyn Gorby, Council Clerk

Gary Bunker, Chairman

COUNCIL VOTE:

Contingency Fund Request Pending:

Organization

Dist

Need

Cost

Sponsor(s) : Development Committee
Committee Referral : Development Committee
Committee Consideration Date : April 16, 2024
Committee Recommendation :
Effective Date :

RESOLUTION NO.

COUNCIL ADMINISTRATOR FORM OF GOVERNMENT FOR AIKEN COUNTY

To Authorize the Transfer of Remaining Capital Project Sales Tax Program (CPST) 2 Funds for the Purchase of Additional Heavy Equipment.

WHEREAS:

1. The citizens of Aiken County voted on and approved Resolution No. 05-08-164, referred to as Capital Project Sales Tax (CPST) 2 on August 17, 2005, which declared the results of a referendum held on November 2, 2004 for the purpose of determining whether or not a one percent sales and use tax should be reimposed in Aiken County; and
2. Citizens voted to approve reimposition of the Capital Sales Tax with the majority of citizens voting yes to fund projects listed on the referendum ballot; and
3. As all items on the Capital Sales Tax 2 referendum have been addressed, as required by The Capital Project Sales Tax Act, accordingly, it is recommended by Council to transfer all Capital Sales Tax 2 remaining funds to the purchase of heavy equipment for county operations; and
4. Accumulated Interest unallocated in Capital Project Sales Tax 2 is also available for use; and
5. Capital equipment in the County fleet was part of the original CPST 2 Referendum ballot; and
6. County Council desires to transfer all the remaining funds from Capital Sales Tax 2 to purchase additional heavy equipment, which will, after equipment is purchased, ultimately close out the CPST 2 program.

NOW THEREFORE BE IT RESOLVED BY THE AIKEN COUNTY COUNCIL THAT:

1. Aiken County Council hereby authorizes the transfer of all remaining Capital Sales Tax 2 funds for the purchase of additional heavy equipment.

Adopted at the regular meeting of Aiken County Council on April 16, 2024.

ATTEST:

SIGNED:

Katelyn Gorby, Council Clerk

Gary Bunker, Council Chairman

IMPACT STATEMENT: \$871,824 from Sales Tax 2

COUNCIL VOTE:

Sponsor(s) : Development Committee
Committee Referral : Development Committee
Committee Consideration Date : April 16, 2024
Committee Recommendation :
Effective Date :

RESOLUTION NO.

COUNCIL ADMINISTRATOR FORM OF GOVERNMENT FOR AIKEN COUNTY

To Authorize the County Administrator to Apply for and Accept a Grant from the South Carolina Department of Health and Environmental Control for the Used Oil Program.

WHEREAS:

1. Aiken County Department of Public Works is applying for a grant from the South Carolina Department of Health and Environmental Control, Office of Solid Waste Reduction and Recycling, for the Used Oil Recycling Program in the amount of \$ 28950.00; and
2. If granted, any funding amount will be used for equipment, public education/outreach, and professional development; and
3. This grant is based on reimbursement after the goods/services are received (zero-match); and
4. County Council desires to apply for and accept this grant, if approved.

NOW THEREFORE BE IT RESOLVED BY THE AIKEN COUNTY COUNCIL THAT:

1. Aiken County Council authorizes the Aiken County Administrator to apply for and accept grant funds from the South Carolina Department of Health and Environmental Control, Office of Solid Waste Reduction and Recycling for equipment, supplies and training for the Used Oil Recycling Grant Program in Aiken County.

Adopted at the regular meeting of Aiken County Council on April 16, 2024.

ATTEST:

SIGNED:

Katelyn Gorby, Council Clerk

Gary Bunker, Chairman

IMPACT STATEMENT: Up-front costs throughout period which will be reimbursed, in full, quarterly.

COUNCIL VOTE:

Sponsor(s) : Development Committee
Committee Referral : Development Committee
Committee Consideration Date : April 16, 2024
Committee Recommendation :
Effective Date :

RESOLUTION NO.

COUNCIL ADMINISTRATOR FORM OF GOVERNMENT FOR AIKEN COUNTY

To Authorize the County Administrator to Apply for and Accept a Grant from the South Carolina Department of Health and Environmental Control for the Solid Waste Reduction and Recycling Program Grant.

WHEREAS:

1. Aiken County Department of Public Works is applying for a grant from the South Carolina Department of Health and Environmental Control, Office of Solid Waste Reduction and Recycling, for the Solid Waste Reduction and Recycling Grant Program in the total amount of \$23750.00; and
2. If granted, any funding amount in any Category will be used for equipment, public education/outreach, and professional development; and
3. This grant is based on reimbursement after the goods/services are received (zero-match); and
4. County Council desires to apply for and accept this grant, if approved.

NOW THEREFORE BE IT RESOLVED BY THE AIKEN COUNTY COUNCIL THAT:

1. Aiken County Council authorizes the Aiken County Administrator to apply for and accept grant funds from the South Carolina Department of Health and Environmental Control, Office of Solid Waste Reduction and Recycling for equipment, supplies and training for the Solid Waste Reduction and Recycling Grant Program in Aiken County.

Adopted at the regular meeting of Aiken County Council on April 16, 2024.

ATTEST:

SIGNED:

Katelyn Gorby, Council Clerk

Gary Bunker, Chairman

IMPACT STATEMENT: Up-front costs throughout period which will be reimbursed, in full, quarterly.

COUNCIL VOTE:

Sponsor(s) : Development Committee
Committee Referral : Development Committee
Committee Consideration Date : April 16, 2024
Committee Recommendation :
Effective Date :

RESOLUTION NO.

COUNCIL ADMINISTRATOR FORM OF GOVERNMENT FOR AIKEN COUNTY

To Authorize the Aiken County Public Service Authority to obtain Professional Engineering Consulting Services for the Preliminary Engineering Report Development for the Horse Creek Pollution Control Plant Expansion Project.

WHEREAS:

1. The Aiken County Public Service Authority (ACPSA) operates The Horse Creek Wastewater Treatment Facility (HCWTF), which is a 20 million gallon per day activated sludge treatment plant that provides wholesale wastewater treatment services to customers in Aiken, Edgefield, and Saluda Counties; and
2. In order to continue serving the explosive growth of the previously mentioned counties and its customers, HCWTF must develop a Preliminary Engineering Report (PER) to submit to SCDHEC as well as the SC Rural Infrastructure Authority in order to obtain a low-interest loan from the State Revolving Fund (SRF) in order to pay for the expansion; and
3. ACPSA has operated without a permanent onsite engineer since April 15, 2021, which is needed for day to day operations, development reviews, project evaluations, etc.; and
4. Ardurra Group, Inc., having a Master Services Agreement with Aiken County, was awarded the position of engineering consultants to perform the previously mentioned engineering services in October of 2023, and has proposed in Task Order 6 to provide Oversight of the development of the said PER; and
5. It is the recommendation of the Director of the Aiken County Public Service Authority that County Council approves to enter into contract with Ardurra Group, Inc. to provide engineering consulting for the PER development.

NOW THEREFORE BE IT RESOLVED BY THE AIKEN COUNTY COUNCIL THAT:

1. Aiken County Council is authorized to enter into the contract titled Task order 6 with Arrdura Group, Inc. for engineering services related to the engineering consultant services for the PER development for \$84,000.

Adopted at the regular meeting of Aiken County Council on April 16, 2024.

ATTEST:

SIGNED:

Katelyn Gorby, Council Clerk

Gary Bunker, Council Chairman

IMPACT STATEMENT: Funds of \$84,000 will be drawn from the Approved PSA FY24 Amended Budget.

COUNCIL VOTE:

Sponsor(s) : Development Committee
Committee Referral : Development Committee
Committee Consideration Date : April 16, 2024
Committee Recommendation :
Effective Date :

RESOLUTION NO.

COUNCIL ADMINISTRATOR FORM OF GOVERNMENT FOR AIKEN COUNTY

To Approve the Repair of the Electrical Gang Switch at the Wastewater Treatment Plant.

WHEREAS:

1. The Wastewater Treatment Plant (AKA PSA) operates 24/7 as one of the largest industrial wastewater plants in the Southeastern United States.; and
2. An Electrical short in a high voltage main feed wire occurred destroying a Gang Switch; and
3. PSA obtained a repair and replacement quote from Jisk, Inc. whom is on Sole Source via Agreement (#2064) for Electrical Services; and
4. It is the recommendation of the Public Service Authority that County Council approves procurement of the repair of the Electrical Gang Switch from Jisk, Inc.

NOW THEREFORE BE IT RESOLVED BY THE AIKEN COUNTY COUNCIL THAT:

1. Aiken County Council approve the purchase of the repair service to repair parts and replace the Electrical Gang Switch from Jisk, Inc. at a cost \$92,498.16.

Adopted at the regular meeting of Aiken County Council on April 16, 2024.

ATTEST:

SIGNED:

Katelyn Gorby, Council Clerk

Gary Bunker, Council Chairman

IMPACT STATEMENT: Funds for this repair are budgeted in PSA FY24 (404) Amended Budget.

COUNCIL VOTE:

Sponsor(s) : Development Committee
Committee Referral : Development Committee
Committee Consideration Date : April 16, 2024
Committee Recommendation :
Effective Date :

RESOLUTION NO.

COUNCIL ADMINISTRATOR FORM OF GOVERNMENT FOR AIKEN COUNTY

To Approve the Procurement of a New Front Loader at the Wastewater Treatment Plant.

WHEREAS:

1. The Wastewater Treatment Plant (AKA PSA) requires a front loader to not only scoop and move sludge, but also to lift heavy and prohibitively expensive items such as pumps, motors etc.; and
2. The current model is a 1998 and difficult to find parts for along with also failing to perform adequately; and
3. The Wastewater Treatment Plant has sought to procure a new front loader; and
4. Company Wrench/JCB is on an existing South Carolina state contract; and
5. It is the recommendation of the Public Service Authority that County Council approves procurement of one (1) JCB Earthmovers and pertinent Loading Buckets/Hitch Pins/Coupling Accessories.

NOW THEREFORE BE IT RESOLVED BY THE AIKEN COUNTY COUNCIL THAT:

1. Aiken County Council approve the purchase of the JCB Earthmover from Company Wrench Ltd. for the Aiken County PSA WWTP at a cost of \$223,762.67.

Adopted at the regular meeting of Aiken County Council on April 16, 2024.

ATTEST:

SIGNED:

Katelyn Gorby, Council Clerk

Gary Bunker, Council Chairman

IMPACT STATEMENT: Funds for this Front Loader and Accessories are budgeted in PSA FY24 (404) Amended Budget.

COUNCIL VOTE:

Sponsor(s) : Development Committee
Committee Referral : Development Committee
Committee Consideration Date : April 16, 2024
Committee Recommendation :
Effective Date :

RESOLUTION NO.

COUNCIL ADMINISTRATOR FORM OF GOVERNMENT FOR AIKEN COUNTY

To Authorize the Aiken County Public Service to Purchase 2 Check Valves for Pump station #3 Pumps.

WHEREAS:

1. PSA currently has two Pratt valves that are original 45-year-old equipment and inoperable; and
2. PSA can not find parts for the existing Pratt Valves; and
3. Pratt Valves are more expensive than Check Valves and are used to prevent water hammer and to stop recirculation of flow back to the wet well at Pump station #3; and
4. The Activated Sludge pumps at Pump Station #3 do not have an issue with water hammer, therefore will only need Check Valves to stop the recirculation of flow to the wet well; and
5. DeZURIK valves and parts must be purchased through the local authorized manufacturer representative (Carotek Inc.).
6. Therefore, to purchase these Check Valves they must be purchased through the sole source supplier Carotek Inc.
7. It is the recommendation of PSA that County Council authorize the purchase of 2 DeZURIK Check Valves for a total cost of \$59,540.00.

NOW THEREFORE BE IT RESOLVED BY THE AIKEN COUNTY COUNCIL THAT:

1. Aiken County Council authorize PSA to purchase 2 DeZURIK Check Valves for a cost of \$59,540.00

Adopted at the regular meeting of Aiken County Council on April 16, 2024.

ATTEST:

SIGNED:

Katelyn Gorby, Council Clerk

Gary Bunker, Council Chairman

IMPACT STATEMENT: Funds for the Check Valves are budgeted in PSA FY24 (404) Amended Budget.

COUNCIL VOTE:

Sponsor(s) : Development Committee
Committee Referral : Development Committee
Committee Consideration Date : April 16, 2024
Committee Recommendation :
Effective Date :

RESOLUTION NO.

COUNCIL ADMINISTRATOR FORM OF GOVERNMENT FOR AIKEN COUNTY

To Approve the Procurement of 54” Pipe Plug Removal from Existing 54” Pipe Going to Aeration Basin #2.

WHEREAS:

1. Aiken County Public Service Authority will be starting construction in Aeration Basin #1 as part of the SCIIP Grant Improvements project; and
2. Currently Aeration Basin #1 is used as an Equalization Basin to shave high flows during rain events, to keep from sending excess flow to the Oxidation Ditches; and
3. PSA will need to instead divert this flow Aeration Basin #2 during the construction occurring in Aeration Basin #1. Construction will not be able to take place until this has been accomplished; and
4. A concrete Plug in the 54” pipe going to splitter box #2 must be removed to send flow into Aeration Basin #2; and
5. PSA and THOMAS & HUTTON have sent out invitations for Bids to contractors, but only one has responded (STATE UTILITY CONTRACTORS); and
6. It is the recommendation of the Public Service Authority that County Council approve PSA to enter into contract for the service of 54” plug removal by STATE UTILITY CONTRACTORS.

NOW THEREFORE BE IT RESOLVED BY THE AIKEN COUNTY COUNCIL THAT:

1. Aiken County Council approve the contract to procure the services of STATE UTILITY CONTRACTORS to remove the 54” concrete plug for a cost of \$190,800.00.

Adopted at the regular meeting of Aiken County Council on April 16, 2024.

ATTEST:

SIGNED:

Katelyn Gorby, Council Clerk

Gary Bunker, Council Chairman

IMPACT STATEMENT: Funds for the plug removal are budgeted in PSA FY24 (404) Amended Budget.

COUNCIL VOTE:

Sponsor(s) : Haskell
Committee Referral : Development Committee
Committee Consideration Date : April 16, 2024
Committee Recommendation :
Effective Date :

RESOLUTION NO.

COUNCIL ADMINISTRATOR FORM OF GOVERNMENT FOR AIKEN COUNTY

To Accept a Deed of Dedication for Slade Lake Drive (C-), Crater Lake Court (C-), Shimmer Lake Lane (C-), and Certain Stormwater Improvements in The Lakes of Lakes and Streams Subdivision Located in Council District 5.

WHEREAS:

1. The Lakes Development, LLC, the developer, has completed construction of infrastructure in The Lakes of Lakes and Streams Subdivision which contains 46 lots located in County Council District 5; and
2. Said developer has provided a Deed and other required documents relating to the subdivision.

NOW THEREFORE BE IT RESOLVED BY THE AIKEN COUNTY COUNCIL THAT:

1. Aiken County Council hereby accepts the Deed of Dedication for Slade Lake Drive (C-), Crater Lake Court (C-), Shimmer Lake Lane (C-), and certain stormwater drainage easements as shown on the final plat of The Lakes of Lakes and Streams Subdivision.
2. The deed and related documents submitted to the County are subject to review and approval of the County Attorney and County Engineer and subject to completion or of compliance with any conditions or revisions required by the County Engineer or County Attorney.

Adopted at the regular meeting of Aiken County Council on April 16, 2024.

ATTEST:

SIGNED:

Katelyn Gorby, Council Clerk

Gary Bunker, Chairman

COUNCIL VOTE:

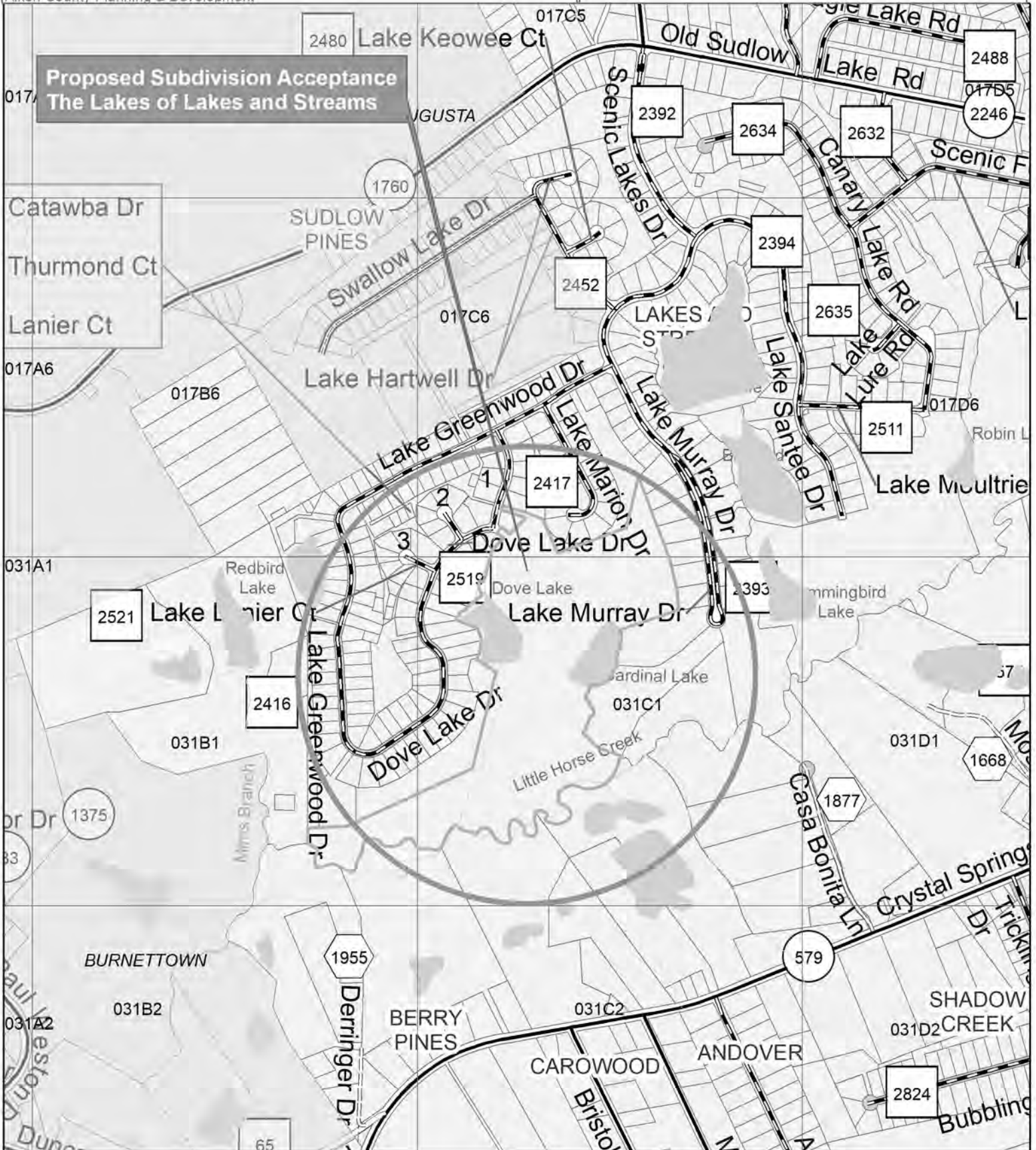
Subdivision Maintenance - County Atlas Reference

NOTE: The proposed zoning change(s) indicated hereon is (are) NOT OFFICIAL, until such time as the Aiken County Council approves change(s).

**Proposed Subdivision Acceptance
The Lakes of Lakes and Streams
Grid Location: Page 017, Grid C6;
Page 031, Grids B1 & C1**

Joel T. Duke 4/11/2024

Aiken County Planning & Development



RECORD PLAT

THE LAKES OF LAKES AND STREAMS

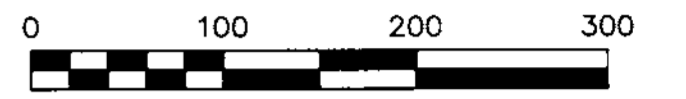
PROPERTY LOCATED NORTHEAST OF THE CITY OF NORTH AUGUSTA AIKEN COUNTY, SOUTH CAROLINA DATE: SEPTEMBER 07, 2023 SCALE: 1"= 100'

THE LAKES DEVELOPMENT, LLC

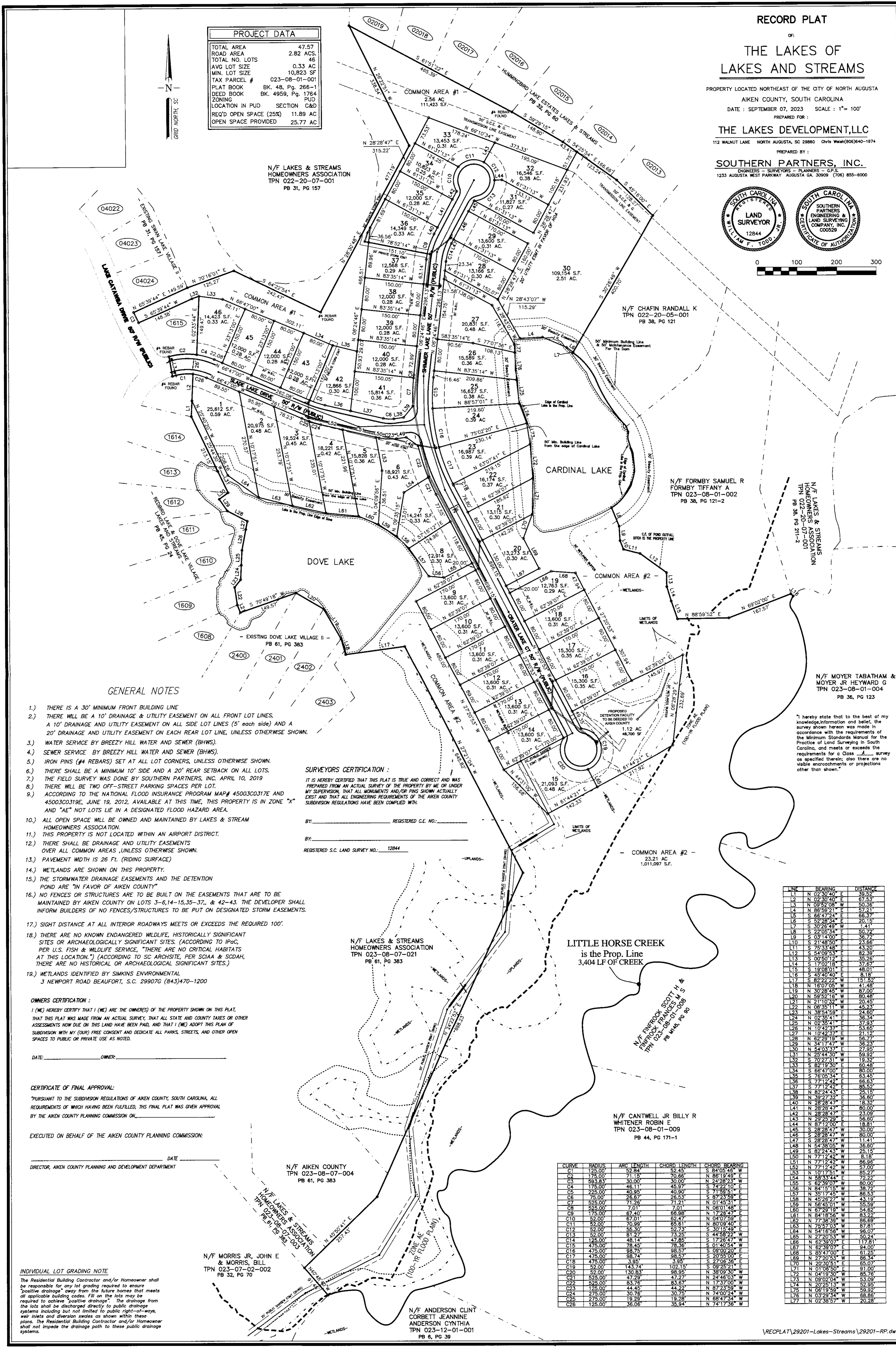
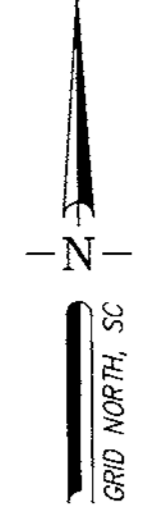
112 WALNUT LANE NORTH AUGUSTA, SC 29860 Chris Weah (803)640-1974

SOUTHERN PARTNERS, INC.

ENGINEERS - SURVEYORS PLANNERS - G.P.S. 1233 AUGUSTA WEST PARKWAY AUGUSTA GA 30909 (706) 855-6000



PROJECT DATA table with 2 columns: Item and Value. Includes Total Area (47.57), Road Area (2.82 ACS), Total No. Lots (46), Avg Lot Size (0.33 AC), Min. Lot Size (10,823 SF), Tax Parcel # (023-08-01-001), Plat Book (BK. 48, Pg. 266-1), Deed Book (BK. 4959, Pg. 1764), Zoning (PUD), Location in PUD (SECTION C&D), Req'd Open Space (25%), and Open Space Provided (25.77 AC).



N/F LAKES & STREAMS HOMEOWNERS ASSOCIATION TPN 022-20-07-001 PB 31, PG 157

N/F CHAFIN RANDALL K TPN 022-20-05-001 PB 38, PG 121

N/F FORMBY SAMUEL R FORMBY TIFFANY A TPN 023-08-01-002 PB 38, PG 121-2

N/F LAKES & STREAMS HOMEOWNERS ASSOCIATION TPN 022-20-07-001 PB 35, PG 211-2

N/F MOYER TABATHAM & MOYER JR HEYWARD G TPN 023-08-01-004 PB 36, PG 123

GENERAL NOTES

- 1.) THERE IS A 30' MINIMUM FRONT BUILDING LINE... 2.) THERE WILL BE A 10' DRAINAGE & UTILITY EASEMENT ON ALL FRONT LOT LINES... 3.) WATER SERVICE BY BREEZY HILL WATER AND SEWER (BHWS)... 4.) SEWER SERVICE BY BREEZY HILL WATER AND SEWER (BHWS)... 17.) SIGHT DISTANCE AT ALL INTERIOR ROADWAYS MEETS OR EXCEEDS THE REQUIRED 100'...

SURVEYORS CERTIFICATION

IT IS HEREBY CERTIFIED THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY BY ME OR UNDER MY SUPERVISION...

BY: _____ REGISTERED C.E. NO.: _____ BY: _____ REGISTERED S.C. LAND SURVEY NO.: 12844

OWNERS CERTIFICATION

I (WE) HEREBY CERTIFY THAT I (WE) ARE THE OWNER(S) OF THE PROPERTY SHOWN ON THIS PLAT, THAT THIS PLAT WAS MADE FROM AN ACTUAL SURVEY, THAT ALL STATE AND COUNTY TAXES OR OTHER ASSESSMENTS NOW DUE ON THIS LAND HAVE BEEN PAID...

CERTIFICATE OF FINAL APPROVAL

PURSUANT TO THE SUBDIVISION REGULATIONS OF AIKEN COUNTY, SOUTH CAROLINA, ALL REQUIREMENTS OF WHICH HAVING BEEN FULFILLED, THIS FINAL PLAT WAS GIVEN APPROVAL BY THE AIKEN COUNTY PLANNING COMMISSION ON _____

EXECUTED ON BEHALF OF THE AIKEN COUNTY PLANNING COMMISSION: _____ DATE _____

DIRECTOR, AIKEN COUNTY PLANNING AND DEVELOPMENT DEPARTMENT

N/F AIKEN COUNTY TPN 023-08-07-004 PB 61, PG 383

N/F MORRIS JR. JOHN E & MORRIS, BILL TPN 023-07-02-002 PB 32, PG 70

N/F ANDERSON CLINT CORBETT JEANNINE ANDERSON CYNTHIA TPN 023-12-01-001 PB 6, PG 39

LITTLE HORSE CREEK is the Prop. Line 3,404 LF OF CREEK

N/F CANTWELL JR BILLY R WHITENER ROBIN E TPN 023-08-01-009 PB 44, PG 171-1

Table with 5 columns: CURVE, RADIUS, ARC LENGTH, CHORD LENGTH, CHORD BEARING. Lists curve data for C1 through C26.

Table with 3 columns: LINE, BEARING, DISTANCE. Lists line data for L1 through L77.

INDIVIDUAL LOT GRADING NOTE

The Residential Building Contractor and/or Homeowner shall be responsible for any lot grading required to ensure "positive drainage" away from the future homes that meet all applicable building codes...

Sponsor : Feagin
Committee Referral : Development Committee
Committee Consideration Date : April 16, 2024
Committee Recommendation :
Effective Date :

RESOLUTION NO.

COUNCIL ADMINISTRATOR FORM OF GOVERNMENT FOR AIKEN COUNTY

To Assign the Official Road Name of Blooming Willow Way PD-2194 (Private Drive) to Existing Un-Named Private Roads in County Council District 3.

WHEREAS:

1. GeoServices has requested that the official name Blooming Willow Way PD-2194 be assigned to a road in Council District 3 which is currently unnamed on the County Official Road Map; and
2. As required by Aiken County Code Section 19-30, proposed road name notices were placed on the unnamed road for a minimum of two (2) weeks; and
3. No objections to the proposed name for the Private Drive was received; and
4. Planning Commission does not review names for Private Drives; and
5. Aiken County Code Section 19-30 prescribes certain procedures for naming existing roads by means of the erection of County road signs as authorized by action of County Council.

NOW THEREFORE BE IT RESOLVED BY THE AIKEN COUNTY COUNCIL THAT:

1. The official name is hereby assigned to the following Private Drive(s):

<u>Road Name</u>	<u>Road No.</u>	<u>Map-Grids</u>	<u>District</u>	<u>Councilmember</u>
Blooming Willow Way	PD-2194	46 B-5	3	Feagin

2. The GeoServices Division is directed to request the Public Works Department to erect the appropriate road signs for the above road and to advise the Councilmember representing the district and 911 Addressing staff when the sign has been erected.
3. The GeoServices Division is directed to amend the Official Road Atlas of Aiken County and its indices accordingly to reflect the official naming of said road and to advise the appropriate U.S. Post Office accordingly.

Adopted at the regular meeting of Aiken County Council on April 16, 2024.

ATTEST:

SIGNED:

Katelyn Gorby, Council Clerk

Gary Bunker, Chairman

COUNCIL VOTE:

Map of Proposed Road

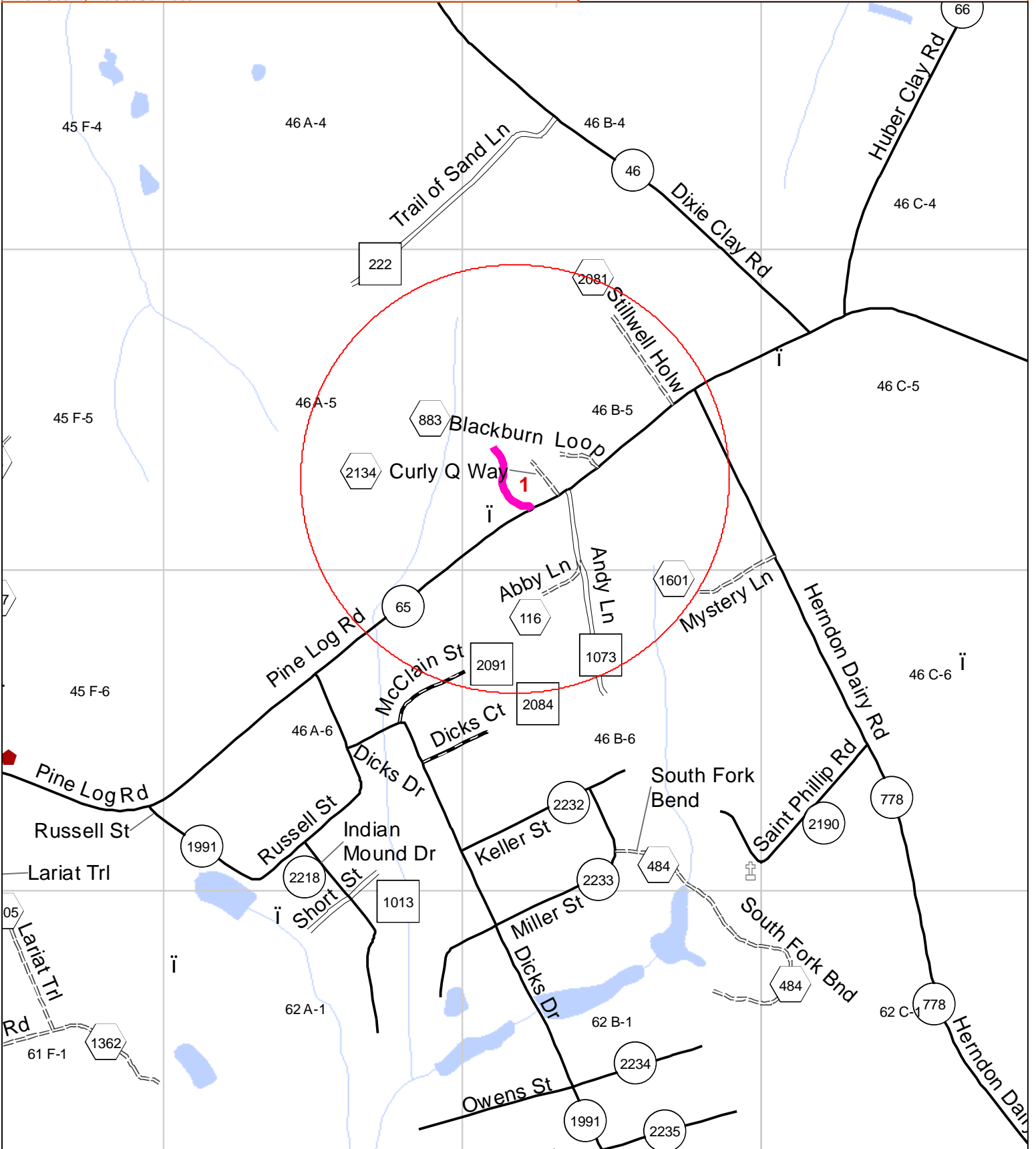
NOTE: The road(s) indicated hereon is (are) NOT OFFICIALLY NAMED, until such time as the Aiken County Council or Planning Commission approves the road name(s).

Leslie Wheeler 4/10/2024

Aiken County IT/GeoServices

Proposed Road:

- 1. Blooming Willow Way PD-2194
- Atlas Map: Map 46 B-5



Sponsor(s) : Development Committee
Committee Referral : Development Committee
Committee Consideration Date : April 16, 2024
Committee Recommendation :
Effective Date :

RESOLUTION NO.

COUNCIL ADMINISTRATOR FORM OF GOVERNMENT FOR AIKEN COUNTY

To Authorize the Council Chairman, on behalf of Aiken County to Enter into an Agreement with J. E. Stewart Builders, Inc. for Change Order Number 4 for the Nancy Carson Library Renovation Project.

WHEREAS:

1. Aiken County Engineering Department originally procured J.E. Stewart Builders, Inc. for the construction of the Nancy Carson Library Renovation Project, and entered into an Agreement with J.E. Stewart Builders, Inc. on October 26, 2023; and
2. As part of the project which consists of construction of the Nancy Carson Library Renovation Project, J.E. Stewart Builders, Inc. submitted Change Order Number 4 to the current Agreement; and
3. Cumulatively, the attached change order exceeds the 15% limit for which the Aiken County Administrator may sign a Change Order; and
4. Additional light fixtures are requested to match the new architectural LED fixtures for the Nancy Carson Library Renovation Project and is hereby requested as Change Order Number 4 to complete the project.

NOW THEREFORE BE IT RESOLVED BY THE AIKEN COUNTY COUNCIL THAT:

1. The enclosed Change Order Number 4 with J.E. Stewart Builders, Inc. for additional light fixtures for the Nancy Carson Library Renovation Project is approved and the Council Chairman is authorized on behalf of Aiken County to enter into an Agreement with J.E. Stewart Builders, Inc. for Change Order Number 4.
2. Execution of Agreement for Change Order Number 4 is contingent upon review and approval of the aforementioned change order and agreement by the County Attorney as to form and content.

Adopted at the regular meeting of Aiken County Council on April 16, 2024.

ATTEST:

SIGNED:

Katelyn Gorby, Council Clerk

Gary Bunker, Council Chairman

IMPACT STATEMENT: \$33,457.00 from the Capital Sales Tax 4 Earned Interest.

COUNCIL VOTE:

CHANGE ORDER

OWNER	<input checked="" type="checkbox"/>
ARCHITECT	<input type="checkbox"/>
CONTRACTOR	<input checked="" type="checkbox"/>
FIELD	<input type="checkbox"/>
OTHER	<input type="checkbox"/>

PROJECT: 23-2327	CHANGE ORDER #:	4
Nancy Carson Library ~ Renovation	CHANGE ORDER DATE:	03/26/2024
1930 University Parkway, Suite 3100	PROJECT #s:	MPS Proj # 022486
Aiken, SC 29801	DATE OF CONTRACT:	10/26/2023
TO: Aiken County, South Carolina	FOR:	
Central Procurement Division 1930 University		
Aiken, SC 29801		

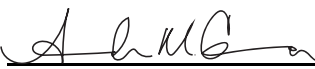

The Contract is changed as follows:

Labor and materials to change out 131 light fixtures to match new architectural LED fixtures.

Total \$33,457.00

The original Contract Sum was	\$1,122,900.00
The net change by previously authorized Change Orders is	\$166,707.00
The Contract Sum prior to this Change Order was	\$1,289,607.00
The Contract Sum will be increased by this Change Order in the amount of	\$33,457.00
The new Contract Sum including this Change Order will be	\$1,323,064.00
The Contract Time will be increased by Thirty Days	30 days.
The date of Substantial Completion as of this Change Order therefore is	10/24/2024

Not valid until signed by all parties below.

McMillan/Pazdan/Smith Architects	J.E. Stewart Builders, Inc.	Aiken County, South Carolina
ARCHITECT	CONTRACTOR	OWNER
400 Augusta Street, Suite 200	237 Chesterfield St, N	1930 University Parkway, Suite 3100
ADDRESS	ADDRESS	ADDRESS
Greenville, SC 29601	Aiken, SC 29801	Aiken, SC 29801
		
BY (Signature)	BY (Signature)	BY (Signature)
Amanda Gason	Nathan Stewart, President	Brian Sanders
(Typed Name)	(Typed Name)	(Typed Name)
DATE <u>2024.03.30</u>	DATE <u>3/26/2024</u>	DATE _____

Sponsor(s) : Administrative Committee
Committee Referral : Administrative Committee
Committee Consideration Date : April 16, 2024
Committee Recommendation :
Effective Date :

RESOLUTION NO.

COUNCIL ADMINISTRATOR FORM OF GOVERNMENT FOR AIKEN COUNTY

To Authorize the Council Chairman to Execute an Agreement and the County Treasurer to Accept a Payment-in-Lieu-of-Taxes from the Department of Energy/Savannah River Site for Tax Year 2023.

WHEREAS:

1. Aiken County (hereinafter called the “County”) has requested that the U.S. Department of Energy (hereinafter called “DOE”) render financial assistance to the County in the form of a payment in lieu of taxes on real property acquired for atomic energy purposes; and; and,
2. Aiken County has suffered ad valorem tax revenue losses by virtue of the removal from its taxable rolls certain real property owned by DOE and used for atomic energy purposes; and
3. DOE is authorized and has agreed to aid the County by making a payment in lieu of taxes for the ad valorem tax revenue loss in tax year 2023 as a result of DOE’s ownership provided the County will accept such payment in release of tax claims, if any, it may have against DOE or its management and operations contractors engaged in the performance of functions of DOE in Aiken County; and
4. The County is authorized to accept such financial assistance from DOE and to make contracts and execute instruments containing such terms and conditions as may be necessary for the purpose of obtaining such financial assistance

NOW THEREFORE BE IT RESOLVED BY THE AIKEN COUNTY COUNCIL THAT:

1. The Aiken County Council of Aiken County in regular session at Aiken, South Carolina, on April 16, 2024, that the County Treasurer is hereby authorized to accept from DOE full payment in lieu of taxes for 2023 in the sum of \$1,620,000. Subject to the availability of funds and in full satisfaction and release of any claims against DOE or its management and operations contractors by the County on behalf of itself or any other governmental entity, including the School District, the Treasurer is hereby authorized to accept said amount for County Tax Year 2023.
2. The Chairman of the Aiken County Council is hereby authorized to execute for and in behalf of the County the attached DOE Agreement, designated as Intergovernmental Agreement SR-FY23-AC2022, which is incorporated in and made a part of this resolution.

Adopted at the regular meeting of Aiken County Council on April 16, 2024.

ATTEST:

SIGNED:

Katelyn Gorby, Council Clerk

Gary Bunker, Chairman

COUNCIL VOTE:

Sponsor(s) : Administrative Committee
Committee Referral : Administrative Committee
Committee Consideration Date : April 16, 2024
Committee Recommendation :
Effective Date :

RESOLUTION NO.

COUNCIL ADMINISTRATOR FORM OF GOVERNMENT FOR AIKEN COUNTY

To Authorize the Council Chairman to Execute a Land Lease with the United States Department of Energy for an existing 4.39 acre site (the former United States Forestry Service Building) at the Savannah River Research Campus.

WHEREAS:

1. Aiken County ordinance 05-10-05 approved the construction of the United States Department of Agriculture's United States Forestry Service Building at the Savannah River Research Campus (SRRC); and
2. The United States Department of Agriculture turned the United States Forestry Service Building over to the Department of Energy for usage; and
3. Aiken County is desirous of the continued land lease with the Department of Energy so that the 4000 square foot building on the SRRC property will be properly maintained; and
4. Aiken County is not responsible for any maintenance of this building; and
5. Aiken County is desirous of this long term land lease commencing on April 1, 2024 thru March 31, 2059 unless sooner terminated; and
6. County Council desires to authorize the execution of a land lease with the United States Department of Energy.

NOW THEREFORE BE IT RESOLVED BY THE AIKEN COUNTY COUNCIL THAT:

1. The Council Chairman is authorized to execute a long term land lease with the United States Department of Energy for and existing 4.39 acre site at the Savannah River Research Campus on the terms set forth in this Resolution.
2. Execution of the lease is subject to the prior review and approval by the County Attorney as to form and contents.

Adopted at the regular meeting of Aiken County Council on April 16, 2024.

ATTEST:

SIGNED:

Katelyn Gorby, Council Clerk

Gary Bunker, Chairman

IMPACT STATEMENT: The United States Department of Energy agrees to pay to Aiken County Government rent in the amount of \$1.00 on the Commencement Date in consideration for the right to use the Leased Area during the Term.

COUNCIL VOTE:



LAND LEASE AGREEMENT

between

AIKEN COUNTY, SOUTH CAROLINA

**A body politic and corporate and a political
subdivision of the State of South Carolina**

and

**THE UNITED STATES OF AMERICA
DEPARTMENT OF ENERGY**

for a

4.39 Acre Land Parcel

Located in the

Savannah River Research Center

at

421 Gateway Drive

New Ellenton, South Carolina 29803

26 October 2022

THIS LEASE is made and entered into the ____ day of _____, 2024 by and between **Aiken County, South Carolina (“County,” “Lessor,” or “Landlord”)**, and **United States of America Department of Energy (“Department,” “Lessee,” or “Tenant”)**.

WHEREAS, AIKEN COUNTY, SOUTH CAROLINA, acting by and through its governing body, the Aiken County Council, has the enumerated powers set forth in S.C. Code Ann. Section 4-9-30, including, the power “(2) to acquire real property by purchase or gift; to lease, sell or otherwise dispose of real and personal property..., and (3) to make and execute contracts;” and

WHEREAS, in a United States Government Lease for Building Site dated March 30, 2005 (“Forest Service Lease”), the U.S. Department of Agriculture leased from Aiken County a 4.39 acre tract of land depicted in a survey recorded in Plat Book 27 at Page 173, being a portion of a larger tract of land more particularly described in Deed Book 1335 and page 319, and further described in a Plat prepared for U.S. Forest Service South Research Station dated July 8, 2004, attached to and made part of this Lease as **Exhibit 1** (“Property” or “Premises” or “Leased Area”); and

WHEREAS, in a letter dated June 12, 2020, attached to and made part of this Lease as **Exhibit 2**, the U.S. Department of Agriculture gave notice to Aiken County and the Savannah River Research Campus of its, “intent to terminate use of the 4.39 acres of land and improvements thereon, per paragraph 4” of the Forest Service Lease; and

WHEREAS, in a letter dated January 25, 2021, attached to and made part of this Lease as **Exhibit 3**, the U.S. General Services Administration transferred the Property from the U.S. Department of Agriculture to the U.S. Department of Energy; and

WHEREAS, the Council, having determined that no more land than is needed to accomplish the purposes of this Lease, and the granting of this Lease is not against the public interest, does hereby enter into this Lease Agreement (“Lease”) with the Department for the purpose of maintaining and operating an Advanced Technology Development Center (“Use”) upon the Premises. The Lessor and the Lessee may be referred to herein individually as a “Party,” or collectively as “Parties,” whether written in upper or lower case.

NOW THEREFORE, in consideration of the covenants and agreements of the parties herein contained, the parties hereto, for themselves, their successors, distributes, executors, administrators, legal representatives and permitted assigns, do hereby agree as follows:

REPRESENTATIONS, WARRANTIES, AND COVENANTS

(a) Each party to this Lease represents and warrants that it has full legal right, power and authority to enter into this Lease and to perform and consummate all other transactions contemplated therein; and

(b) there is no action, suit, proceeding, inquiry or investigation at law or in equity before or by court, public board, or body, pending or, to the best of the knowledge of each party, threatened against any party, nor to the best of the knowledge of each party is there any basis therefore, which in any manner questions the powers of each party to this Lease, or the validity of any proceedings taken by either party or its governing body in connection therewith or wherein any unfavorable decision, ruling, or finding could materially affect the transactions contemplated by this Lease other than as described herein or which, in any way, would adversely affect the validity or enforcement of it (or of any other instrument required or contemplated for use in consummating the transactions contemplated thereby).

BASIC TERMS

1. TERM, EXTENSIONS, AND TERMINATION

1.1 Term. This Lease shall be for a term of Thirty-Five (35) years, commencing on April 1st, 2024 (“Commencement Date”), and ending on December 31st, 2058, unless sooner terminated as provided for herein.

1.2. Extensions. This Lease may be extended by written agreement of the Parties.

1.3. Termination. Either Party may terminate this Lease at any time and for any reason or no reason at all upon giving one hundred twenty (120) days’ written notice of termination to the other Party.

2. LEASED AREA

Lessor by these presents does hereby demise and let unto Lessee, and Lessee hereby leases and hires from Lessor the Leased Area for the term and upon the rental and the covenants and agreements of the parties herein set forth, for the Permitted Use set forth in Section 4 of this Lease.

3. RENT AND SECURITY DEPOSIT

3.1. Rent. Lessee covenants and agrees to pay to Lessor rent in the amount of \$1.00 on the Commencement Date in consideration for the right to use the Leased Area during the Term.

3.2. Security Deposit. This Lease contains no security deposit, and Lessee has not made any such deposit with Lessor.

4. PERMITTED USE OF LEASED AREA

4.1. Permitted Use. Lessee during the term of this Lease shall be permitted the right to maintain and operate an Advanced Technology Development Center (“Permitted Use”) upon the Leased Area. Lessee may survey the Leased Area at no cost to the Lessor. Upon completion, Lessee may submit the survey to Lessor and upon further agreement of the parties the survey may replace Exhibit “1.”

4.2. Access. Lessor hereby grants Lessee a non-exclusive easement for ingress and egress from a public right-of-way over the Property to and from the Leased Area for the purpose of maintaining and operating Lessee’s Advanced Technology Development Center. Lessee agrees not to abandon or vacate the Leased Area, except upon the terms of the Lease or upon termination of the Lease and shall use the Leased Area for the purposes of maintaining and operating the improvements constructed thereon by and for the United States Government. Lessee is granted the nonexclusive right to use the walkways, streets, and roads on the Property in common with the Lessor and its Lessees and licensees for access to and from the Leased Area and the nearest public street or highway.

4.3. Compliance with Laws. Lessee’s use of the Leased Area shall comply with all laws of the United States and of the State of South Carolina, and all ordinances of Aiken County, South Carolina, and Lessee shall use and occupy the Leased Area in a careful, safe, and proper manner and shall keep the Leased Area

in a clean and safe condition. Lessee shall not use or occupy the Leased Area in any manner that is unlawful, dangerous, or that results in waste, unreasonable annoyance, or a nuisance to the Lessor. Lessee shall use the Leased Area for no other purpose whatsoever other than that stated herein, without the written consent of Lessor at Lessor's sole discretion.

Lessee will not keep, use or sell, or allow to be kept, used or sold in or about the Leased Area, any article or material which is prohibited by nor will Lessee allow anything to be stored that will create any problem or controversy by the South Carolina Department of Health and Environmental Control or any other regulatory agency. If Lessee does store goods that are or become controversial, Lessee will clean Leased Area to the satisfaction of an environmental engineer so that a clean letter can be issued by said engineer.

4.4. Lessor's Right of Access and Inspection. Lessee understands that Lessor is a sovereign government and political subdivision of the State of South Carolina, and is responsible for the governance of its jurisdiction as provided for by law. Lessor and its officers, agents, employees, contractors, and subcontractors shall have the right to enter upon the Leased Area to ensure compliance with Lease terms and shall have the right to inspect Lessee's use of it and any of Lessee's improvements or property placed thereon.

4.5. Lessor's Reasonable Regulation. The use and occupation of the Leased Area and the exercise of the rights herein granted shall be subject to Lessor's reasonable restrictions and regulations regarding ingress, egress, safety, sanitation, and security, as Lessor, or its duly authorized representatives, may from time to time impose.

4.6. No Obstructions. Neither party shall use the property nor construct, erect, or place any objects, buildings, structures, signs, or wells of a permanent nature on, under, or over the Leased Area that will unreasonably interfere with the other Party's use of the Leased Area.

4.7. Signage. Lessee shall place no signs on the Leased Area without the express written permission of Lessor. Any signs permitted hereunder shall be in keeping with other signs in the district where the Leased Area is located. The location, design, size and construction of such signs shall be approved by Lessor at Lessor's sole discretion, prior to the placement or installing thereof, and shall not damage the Leased Area in any manner. At the termination of this Lease, Lessor may require that Lessee remove its signs, and any damage to the Leased Area caused by removal shall be promptly repaired by Lessee at Lessee's expense.

4.8. Alterations. At least 30 days before doing any work to repair, build, alter, modify, or demolish any improvements in the Leased Area, Lessee shall give written notice of its plans to the Lessor, who shall have the right to review and approve or reasonably modify the plans and to place reasonable restrictions on Lessee's access, equipment, methods, materials, and manpower related to accomplishing the work, in order to ensure it is done consistent with Lessor's use of the Leased Area and the operation of the government of Aiken County.

4.9. Limitation of Lessee Rights. Except as is reasonably required to affect the purpose of this Lease of the Leased Area, the Lessee has no right of use, license, easement, servitude, or usufruct, for any purpose, by necessity or otherwise, express or implied, on, over, across, or under any of the real property of the Lessor, and the Lessee agrees not to assert any such right or interest by reason of this Lease.

4.10. Condition of the Leased Area. Lessee has inspected and accepts the Leased Area in the same condition it is in at the time of commencement of the term of this Lease. The Leased Area and this Lease are granted "as is, where is" without any warranty, representation, or obligation on the part of the Lessor to make any alterations, repairs, improvements, or corrections to conditions or to defects whether patent or latent.

4.11. Repair and Care of Leased Area by Lessee. Lessee agrees to return the Leased Area to Lessor at the expiration or prior termination of this Lease in as good a condition and repair as when received, natural wear and tear, damage by storm, fire, lightning, or other natural casualty excepted.

4.12. Easements and Rights-of-Way. This Lease is subject to all outstanding easements, rights-of-way, rights in the nature of an easement, leases, permits, licenses, and uses (collectively, "Outgrants") for any purpose affecting the Leased Area. Lessor may make additional Outgrants and make additional uses that may affect the Leased Area. However, any such additional Outgrants shall not be inconsistent with the use of the Leased Area by the Lessee.

4.13. Maintenance of Leased Area. Lessee shall at all times preserve, maintain, repair, and manage the Leased Area, Lessee improvements, and Lessee equipment in an acceptable, safe, and sanitary condition in accordance with this Lease. Nothing in this subsection prevents Lessor from maintaining the Leased Area as may be necessary to comply with environmental or other standards.

4.14. Damage to Lessor Property. If the Lessee damages or destroys any real or personal property of the Lessor, the Lessee shall promptly repair or replace such real or personal property to the reasonable satisfaction of the Lessor. In lieu of such repair or replacement, the Lessee shall, if so required by the Lessor, pay to the Lessor money in an amount sufficient to compensate for the loss sustained by the Lessor by reason of damage or destruction of Lessor property, including natural resources.

4.15. Surrender of Leased Area. Lessee agrees to deliver all keys, if any shall be issued, and to surrender the Leased Area at the expiration or sooner termination of this Lease, or any extension or renewal thereof, clean in the same condition as when said Leased Area was delivered to Lessee, or as altered pursuant to the provisions of this Lease, ordinary wear, tear, and damage by the elements excepted, and Lessee shall remove all of its property and equipment. Lessee agrees to pay a reasonable cleaning charge should it be necessary for Lessor to restore or cause to be restored the Leased Area to the same condition as when said Leased Area was delivered to the Lessee.

5. LESSEE RESPONSIBILITIES

In addition to any other obligations of the Lessee set forth herein, the Lessee shall:

- a. Ensure that throughout the Term of this Lease, the Premises shall be used for Research and Development purposes only and not for U.S. Government operations or missions typically associated with military or law enforcement uses.
- b. Advise Lessor as soon as it becomes known to Lessee of any environmental issues or potential environmental ramifications of Lessee's intended use of the Property not already relayed in writing to Lessor.
- c. Ensure that any outdoor waste receptacles are placed or located only in the back of the Premises and are not visible from the front of the Premises.

6. INSURANCE

6.1. Risk of Loss. The Lessee shall in any event and without prejudice to any other rights of the Lessor bear all risk of loss or damage or destruction to the Leased Area, and any building(s), Leased Area improvements,

Lessee equipment, fixtures, or other property thereon, arising from any causes whatsoever, with or without fault of the Lessor, provided, however, the Lessor shall not be relieved of responsibility for loss or damage that is solely the result of the gross negligence or willful misconduct of the Lessor to the extent such loss or damage is not covered by insurance required under this Lease. The Department of Energy does agree, within its legal limitations, and limitations of appropriations, to be responsible for all costs of damages and injury to persons, personal property, and land caused by its operations and activities under the terms of this lease. The Department further agrees, to the extent legally permissible, to use its appropriations and resources as required to pay any awards or claims, and to repair damages to the land within the permit area. It is the intent of this provision that the appropriations of the Department be shielded from burdens, other than administrative costs, which may occur as a result of the activities by the Department under the terms of this permit.

7. DEFAULT BY LESSEE

The following shall constitute an event of default by the Lessee:

- a. Lessee's vacation or abandonment of the Leased Area prior to the expiration of the Lease term or any extensions thereof unless such vacation or abandonment is pursuant to the provisions of this Lease; or
- b. Failure by the Lessee in the observance or performance of any of the other covenants, agreements, or conditions of this Lease, with said failure continuing for fifteen (15) days after written notice thereof from Lessor to Lessee (unless such default cannot reasonable be cured within fifteen (15) days and Lessee shall have commenced to cure said default within said fifteen (15) days and continues diligently to pursue the curing of same).

8. ENVIRONMENT

8.1. All operations and activities of the Lessee on the Property shall be within the authorized uses of the premises and conducted in full compliance with all federal, state or local laws and regulations concerning the protection of the environment and any hazardous or toxic substances, as those terms are defined within such laws and regulations. Lessee further covenants and agrees that any such hazardous or toxic substances introduced or generated on the Property will be generated, stored, treated, removed, utilized, and disposed of in accordance with all such laws and regulations.

8.2. Environmental Permits. The Lessee shall obtain at its sole cost and expense any environmental and other necessary permits required for its operations under this Lease, independent of any existing permits.

8.3. Lessor Caused Environmental Damage. Lessee does not assume any of Lessor's liability or responsibility for environmental impacts and damage resulting from Lessor's activities; however, this provision does not relieve Lessee of any obligation or liability it might have or acquire with regard to third parties or regulatory authorities by operation of law.

9. APPLICABLE LAWS

9.1. "Applicable Laws" means all present and future laws, ordinances, rules, requirements, regulations, and orders of the United States, the State of South Carolina, Aiken County, South Carolina, and any other public

or quasi-public federal, State, or local authority, and any department or agency thereof, having jurisdiction over the area or the activities undertaken on the Property.

9.2. Compliance with Applicable Laws. The Lessee shall comply with all Applicable Laws including without limitation, those regarding the Property, operation and maintenance of wires, cables, conduits and pipes for all electrical, telephone, fiber and other similar support services, for construction, demolition, maintenance, operation, sanitation, licenses, or permits to do business, protection of the environment, pollution control and abatement, occupational safety and health, and all other related matters. The Lessee shall be responsible for determining whether it is subject to local building codes or building permit requirements, and for compliance with them to the extent they are applicable. Lessee shall comply with all applicable federal, State, and local laws, regulations, and standards for environmental protection, including flood plains, wetlands, and pollution control and abatement, as well as for payment of all fines and assessments by regulators for the failure to comply with such standards. Lessee shall also indemnify the Lessor to the full extent permitted by law for any violation of such law, regulation, or standard and shall also reimburse the Lessor for any civil or criminal fines or penalties levied against the Lessor for any environmental, safety, occupational health, or other infractions caused by or resulting from Lessee's action or inaction or that of its officers, agents, employees, contractors, subcontractors, licensees, or the invitees of any of them. In the event that any actions by Lessee including those of its officers, agents, employees, contractors, subcontractors, licensees, or invitees cause or contribute to a spill or other release of a substance or material, Lessee shall conduct any required cleanup, abatement, or response action in accordance with all applicable federal, State and local laws and regulations or, at the discretion of Lessor, indemnify Lessor for all costs of completing such cleanup, abatement, or response action.

9.3. Records Maintenance and Accessibility. Lessor's rights under this Lease specifically include the right for Lessor's officials to inspect the Leased Area for compliance with Applicable Laws, including environmental laws, rules, regulations, and standards. Such inspections are without prejudice to the right of duly constituted enforcement officials to make such inspections. Violations identified by the Lessor will be reported to the Lessee and to appropriate regulatory agencies, as required by Applicable Law. The Lessee will be liable for the payment of any fines and penalties that may be imposed as a result of the actions or omissions of the Lessee.

9.4. Lessor Response Plan. The Lessee shall comply with all of Lessor's plans and regulations for responding to hazardous waste, fuel, and other chemical spills.

9.5. Protection of Environment and Natural Resources. The Lessee will use all reasonable means available to protect environmental and natural resources, consistent with Applicable Laws and this Lease. Where damage nevertheless occurs, arising from the Lessee's activities, the Lessee shall be fully liable for any such damage.

10. SAFETY, HAZARDOUS MATERIALS, AND WASTE MANAGEMENT

10.1. Compliance with Health and Safety Plan. The Lessee agrees to comply with the provisions of any Lessor health or safety plan in effect (to the extent the Lessee has received notice thereof), or any hazardous substance remediation or response agreement of the Lessor with environmental regulatory authorities (to the extent the Lessee receives notice thereof if the agreement is not of public record) during the course of any of the response or remedial actions. Any inspection, survey, investigation, or other response or remedial action will, to the extent practicable, be coordinated with representatives designated by the Lessee. The Lessee and any assignees, licensees, or invitees shall have no claim on account of such entries against the Lessor or any

officer, agent, employee, contractor, or subcontractor thereof, except to the extent permitted under the laws of the State of South Carolina.

10.2. Occupational Safety and Health. The Lessee must comply with all Applicable Laws relating to occupational safety and health, the handling and storage of hazardous materials, and the proper generation, handling, accumulation, treatment, storage, disposal, and transportation of hazardous wastes.

11. HISTORIC PRESERVATION

The Lessee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural, or other cultural artifacts, relics, remains, or objects of antiquity. In the event such items are discovered on the Leased Area, the Lessee shall immediately notify the Lessor and protect the site and the material from further disturbance until the Lessor gives clearance to proceed.

12. INDEMNIFICATION

12.1. No Lessor Liability. Except as otherwise provided in this Lease, the Lessor shall not be responsible for damage to property or injuries or death to persons that may arise from, or be attributable or incident to, the condition or state or repair of the Leased Area, or the use and occupation of the Leased Area, or for damages to the property of the Lessee, or injuries or death of the Lessee's officers, agents, servants, employees, or others who may be in or on the Leased Area at their invitation or the invitation of any one of them.

12.2. Lessee Liability. Except as otherwise provided in this Lease, the Lessee agrees to assume all risks of loss or damage to property and injury or death to persons by reason of, or incident to, the possession or use of the Leased Area by the Lessee, the Lessee's officers, agents, servants, employees, or others (excluding those employees or agents of the Lessor who are on the Leased Area for the purpose of performing official duties) who may be in or on the Leased Area at their invitation or the invitation of any one of them (the "Lessee Parties"), or the activities conducted by or on behalf of the Lessee Parties under this Lease. The Lessee expressly waives all claims against the Lessor for any such loss, damage, bodily injury, or death caused by, or occurring as a consequence of, such possession or use of the Leased Area by the Lessee Parties, or the conduct of activities or the performance of responsibilities under this Lease. The Lessee further agrees, to the extent permitted by Applicable Laws, to indemnify, save, and hold harmless the Lessor, its officers, agents, and employees, from and against all suits, claims, demands or actions, liabilities, judgments, costs, and attorneys' fees arising out of, claimed on account of, or in any manner predicated upon bodily injury, death, or property damage resulting from, related to, caused by, or arising out of the possession or use of any portion of the Leased Area, or any activities conducted or services furnished by or on behalf of the Lessee Parties in connection with, or pursuant, to this Lease, and all claims for damages against the Lessor arising out of, or related to, the Lease; provided that the agreements of Lessee contained in this Paragraph do not extend to claims caused by the gross negligence or willful misconduct of officers, agents, contractors, or employees of the Lessor without contributory fault on the part of any other person, firm, or corporation. The Lessor will give the Lessee notice of any claim against it covered by this indemnity as soon as practicable after learning of it.

12.3. No Individual Liability of Lessor Officials. No covenant or agreement contained in this Lease shall be deemed to be the covenant or agreement of any individual officer, agent, employee, or representative of the Lessor, in his or her individual capacity, and none of such persons shall be subject to any personal **liability**

or accountability by reason of the execution of this Lease, whether by virtue of any constitution, statute, or rule of law, or by the enforcement of any assessment or penalty, or otherwise.

GENERAL PROVISIONS

13. No Joint Venture. Nothing contained in this Lease shall be deemed or construed by Lessor or Lessee as creating the relationship of principal and agent or of a partnership or joint venture or as establishing a fiduciary relationship between the Lessor and Lessee, it being understood and agreed that none of the provisions herein, nor any acts of Lessor or Lessee, will be deemed to create any relationship other than that of Lessor and Lessee.

14. Remedies Cumulative; Failure of Lessor to Insist on Compliance. The specified remedies to which the Lessor may resort under the terms of this Lease are distinct, separate, and cumulative, and are not intended to be exclusive of any other remedies or means of redress to which the Lessor may be lawfully entitled in case of any breach or threatened breach by the Lessee of any provisions of this Lease. The failure of the Lessor to insist on any one or more instances upon strict performance of any of the terms, covenants, or conditions of this Lease shall not be construed as a waiver or a relinquishment of the Lessor's right to the future performance of any such terms, covenants, or conditions, but the obligations of the Lessee with respect to such future performance shall continue in full force and effect. No waiver by the Lessor of any provisions of this Lease shall be deemed to have been made unless expressed in writing and signed by an authorized representative of the Lessor.

15. Waiver of Covenants. No waiver of any condition or legal right or remedy shall be implied by the failure of the Lessor to declare forfeiture, or for any other reason and no waiver of any conditions or covenants shall be valid unless it is in writing signed by Lessor. No waiver of a condition shall be claimed or pleaded to excuse a future breach of the same condition or covenant. Any failure on the part of either party to this Lease to perform any obligation hereunder, and any delay in doing any act required hereby shall be excused if such failure or delay is caused by any strike, lockout, governmental restriction or any other similar cause beyond the control of the party so failing to perform, to the extent and for the period that such continues, save and except that the provisions of this paragraph shall not excuse a non-payment of rent or other sums due hereunder on its due date.

16. Accord and Satisfaction. No payment by Lessee or receipt by Lessor of a lesser amount than the rent herein stipulated or other sums due hereunder will be deemed to be other than on account of the earliest stipulated rent or other sum nor shall any endorsement or statement on any check or any letter accompanying any check or payment of rent or other sum be deemed an accord and satisfaction, and Lessor may accept such check or payment without prejudice to Lessor's right to recover the balance of such rent or sum or pursue any other remedy provided for in this Lease or available at law or in equity.

17. No Third-Party Rights. The rights and obligations arising under this Lease are personal between Lessor and Lessee and such rights and obligations shall not be enforceable by any third party. Furthermore, Lessee recognizes that it has no third-party rights arising out of any agreement between Lessor and any party other than Lessee regardless of any benefits accruing to Lessee by virtue of such agreement.

18. Subordination of Lease. Lessee's rights under this Lease shall remain subordinate to any bona fide mortgage or deed to secure debt which is now, or may hereafter be placed, upon the Leased Area by Lessor. Lessee shall, if requested, execute and deliver a subordination agreement.

19. Assignment and Subletting. The Lessee may not assign or sublet this Lease without the prior written consent of the Lessor.

20. Rights of Successors and Assigns. The covenants and agreements contained in this Lease shall apply to, inure to the benefit of, and be binding upon the parties hereto, their successors, distributees, executors, administrators, legal representatives, and assigns, except as expressly otherwise provided herein. No assignment or subletting by, from, through or under Lessee, not in strict compliance with the provisions of this Lease shall vest in the assignee or sub-lessee any right, title, or interest whatever in the Lease or in the Leased Area.

21. Approvals. Any approval or consent of the Parties required for any matter under this Lease shall be in writing and shall not be unreasonably withheld, conditioned or denied unless otherwise indicated in this Lease.

22. Excusable Delays. The Lessor and Lessee shall be excused from performing an obligation or undertaking provided for in this Lease, and the period for the performance of any such obligation or undertaking shall be extended for a period equivalent to the period of such delay, so long as such performance is prevented or unavoidably delayed, retarded, or hindered by an act of God; fire; earthquake; flood; explosion; war; invasion; insurrection; riot; mob; violence; sabotage; act of terrorism; inability to procure or a general shortage of, labor, equipment, facilities, materials, or supplies in the open market; failure or unavailability of transportation, strike, lockout, action of labor unions; a taking by eminent domain, requisition, laws, orders of government, or of civil, military, or naval authorities (but only such orders of a general nature pertaining to the Leased Area and comparable properties in the State of South Carolina); governmental restrictions (including, without limitation, access restrictions imposed by the Lessor and arising without fault or negligence on the part of the Lessee that significantly hinder the Lessee's ability to access the Leased Area and perform its obligations under the Lease in a timely manner); required environmental remediation; or any other cause, whether similar or dissimilar to the foregoing, not within the reasonable control, and without the fault or negligence of, the Lessor or the Lessee, as the case may be, or any of their respective officers, agents, servants, employees, or any others who may be on the Leased Area at the invitation of the Lessee, or the invitation of any of the aforementioned persons, specifically excluding, however, delays for adjustments of insurance and delays due to shortage or unavailability of funds (collectively, "Excusable Delays"). Nothing contained in this Paragraph shall excuse the Lessee from the performance or satisfaction of an obligation under this Lease that is not prevented or delayed by the act or occurrence giving rise to an Excusable Delay.

23. Rights Not Impaired. Nothing contained in this Lease shall be construed to diminish, limit, or restrict any right, prerogative, or authority of the Lessor over the Leased Area relating to the security or mission of the Lessor, the health, welfare, safety, or security of persons on the Lessor's Property.

24. Leased Area Access. Notwithstanding any other provision herein, the Lessee acknowledges that it understands that the Property is an operating government facility that could remain closed to the public and accepts that the Lessee's operations may from time to time be restricted temporarily or permanently due to the needs of the sovereign government of Aiken County. Access on the Property may also be restricted due to inclement weather and natural disasters. The Lessee further acknowledges that the Lessor strictly enforces laws and regulations concerning controlled substances. The Lessor will use reasonable diligence in permitting the Lessee access to the Leased Area at all times, subject to the provisions of this paragraph. Notwithstanding the foregoing, the Lessee agrees the Lessor will not be responsible for lost time or costs incurred due to interference, delays in entry, temporary loss of access, barring of individual employees from the Property under laws authorizing such actions, or any other security action that may cause employees to

be late to, or unavailable at, their workstations, or delay arrival of parts and supplies. The Lessor retains the right to refuse access to the Leased Area by the Lessee's parties. The Lessee, its assignees, employees, and invitees fully agree to abide with all access restrictions imposed by the Lessor in the interest of public safety.

25. No Diminishment of Rights. Except as otherwise provided herein, nothing in this Lease shall be construed to diminish, limit, or restrict any right of the Lessee under this Lease, or the rights of any assignees, licensees, or invitees as prescribed under their access easement or Applicable Laws.

26. Permits, Licenses, and Approvals. The Lessee will be responsible for and obtain, at its expense, prior to the commencement of installation, maintenance and operation of communications equipment, any approvals, permits, or licenses that may be necessary to construct, occupy, and operate the Lessee improvements and Lessee equipment in compliance with all Applicable Laws.

27. No Waiver of Sovereign Immunity. Nothing in this Lease shall be construed to constitute a waiver of sovereign immunity.

28. Reciprocal Covenant on Notification of ADA Violations. Within ten (10) days after receipt, Lessor and Lessee shall advise the other party in writing, and provide the other with copies of (as applicable), any notices alleging violation of the Americans with Disabilities Act of 1990 ("ADA") relating to any portion of the Property or of the Leased Area; any claims made or threatened in writing regarding noncompliance with the ADA and relating to any portion of the Property or of the Leased Area; or any governmental or regulatory actions or investigations instituted or threatened regarding noncompliance with the ADA and relating to any portion of the Property or the Leased Area.

29. Liens. Lessee will not permit to be created nor to remain un-discharged any lien, encumbrance, or charge (arising out of any work of any contractor, mechanic, laborer, or materialman or any mortgage, conditional sale, security agreement or otherwise and due to any work or improvements done or caused to be done by Lessee) which might be or become a lien or encumbrance or charge upon the Leased Area or any part thereof or the income therefrom, and Lessee will not suffer any other matter or thing whereby the estate, right and interest of Lessor in the Leased Area or any part thereof might be impaired. If any lien or notice of lien on account of an alleged debt of Lessee or Lessee's contractor to work on the Leased Area shall be filed against the Leased Area or any part thereof, Lessee, within ten (10) days after notice of the filing thereof, will cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. If Lessee shall fail to cause such lien or notice of lien to be discharged within the period aforesaid, then, in addition to any other right or remedy, Lessor may, but shall not be obligated to, discharge the same either by paying the amounts claimed to be due or by procuring the discharge of such lien by deposit or by bonding proceedings, and in any such event Lessor shall be entitled, if Lessor so elects, to complete the prosecution of an action for the foreclosure of such lien by the lienor and to pay the amount of the judgment in favor of the lienor with interest, costs, attorney's fees and allowances. Any amount so paid by Lessor and all costs and expenses, including attorney's fees, incurred by Lessor in connection therewith, together with interest thereon at the maximum legal rate from the respective dates of Lessor's making of the payment or incurring of the cost and expense shall constitute additional rent payable by Lessee under this Lease and shall be paid by Lessee to Lessor on demand.

30. Entire Agreement. This Lease, and the exhibits attached hereto and addenda attached hereto and forming a part hereof, if any, set forth all the covenants, promises, agreements, conditions, and understandings between Lessor and Lessee concerning the Leased Area, and there are no covenants, promises, agreements, conditions, or understandings, either oral or written, between them other than as are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change, or addition to this Lease shall be binding upon Lessor or Lessee unless reduced to writing and signed by them.

Lessee agrees that Lessor and its agents have made no representations or promises with respect to the Leased Area, or the building or property of which the same are a part, if applicable, except as herein expressly set forth.

31. Partial Invalidity. If any term or provision of this Lease, or the application of the term or provision to any person or circumstance, is, to any extent, invalid or unenforceable, the remainder of this Lease, or the application of the term or provision to persons or circumstances other than those for which the term or provision is held invalid or unenforceable, will not be affected by the application, and each remaining term or provision of this Lease will be valid and will be enforced to the fullest extent permitted by law.

32. No Option. The submission of this Lease for examination does not constitute a reservation of or option for the Leased Area or any other space of Lessor and shall vest no right in either party. This Lease will become effective only upon execution and delivery thereof by the parties hereto.

33. Notices. Any written notices under this Lease shall be made by mailing or hand delivering such notice to the parties at the following addresses.

To the Lessor:

Aiken County, South Carolina
1930 University Parkway, Suite 3400
Aiken, South Carolina 29801
ATTN: Administrator

With a copy to:

Aiken County Attorney
1930 University Parkway, Suite 3600
Aiken, South Carolina 29801

To the Lessee:

United States Department of Energy
Savannah River Operations Office
P.O. Box A
Aiken, South Carolina 29802
ATTN: Real Property Officer

Such notice shall be deemed given upon being so mailed. The notice address may be changed from time-to-time by notice given pursuant hereto.

34. Statutory and Regulatory References. Any reference to a statute or regulation in this Lease shall be interpreted as being a reference to the statute or regulation as it has been or may be amended from time-to-time.

35. Exhibits. Four (4) exhibits are attached to and made a part of this Lease, as follows:

- Exhibit 1 – Plat prepared for U.S. Forest Service South Research Station dated July 8, 2004
- Exhibit 2 – Letter dated June 12, 2020, from the U.S. Department of Agriculture
- Exhibit 3 – Letter dated January 25, 2021, from the U.S. General Services Administration
- Exhibit 4 – Declaration of Covenants, Conditions and Restrictions of Savannah River Research Campus

IN WITNESS WHEREOF, I have set my hand by authority of the United States Secretary of Energy
This ____ day of _____ 2024.

In the presence of:

**LESSEE: THE UNITED STATES OF AMERICA
DEPARTMENT OF ENERGY**

Witness Signature

By: _____
Larry Kelly
Certified Realty Specialist and
Real Estate Contracting Officer
U.S. Department of Energy

Witness Printed Name

Notary Public's Signature

Stamp:

THIS LEASE, together with all the conditions thereof, is hereby accepted this ____ day of _____
2024.

In the presence of:

**LESSOR: AIKEN COUNTY, SOUTH CAROLINA
A body politic and corporate and a political
Subdivision of the State of South Carolina**

Witness Signature

By: _____
Gary Bunker
County Council Chairman
Aiken County, South Carolina

Witness Printed Name

Attest: _____
Council Clerk's Signature

Council Clerk's Printed Name

Notary Public's Signature

Stamp:



Aiken County Sheriff's Office

Michael E. Hunt, Sheriff



February 1, 2024

Mrs. Kellie Holland, Safeguards and Security
Savannah River National Laboratory

Mr. Curtis Sistare, Manager
Savannah River Research Campus

Re: Patrol Checks

Dear Mrs. Holland & Mr. Sistare,

This letter is to confirm the Aiken County Sheriff's Office currently provides routine patrol checks to the Savannah River Research Campus. We are also available on a 24hr basis to respond to any intrusion alarms or fire alarms when necessary to the location indicated below:

Savannah River Research Park Campus – ACTL – CHR
Aiken, SC 29803

Sincerely,

Michael E. Hunt

Sponsor(s) : Administrative Committee
Committee Referral : Administrative Committee
Committee Consideration Date : April 16, 2024
Committee Recommendation :
Effective Date :

RESOLUTION NO.

COUNCIL ADMINISTRATOR FORM OF GOVERNMENT FOR AIKEN COUNTY

To Approve the Emergency Procurement of Restoration Services for the Aiken County DSS Building after Fire Damage.

WHEREAS:

1. On March 5, 2024, a fire occurred at the Aiken County DSS building after welding work was done on an exterior door; and
2. The damage from the fire rendered the building uninhabitable until restoration efforts are completed; and
3. The employees of South Carolina Department of Social Services and the employees from the Department of Health and Human Services who work in the building have been displaced until the building is safe to use again; and
4. Since the fire, temporary measures were taken to secure the building and mitigation efforts have prevented additional damage, but the building still needs to be restored; and
5. Approximately 75% of the building will be restored and ready for occupation while the remaining 25% with fire damage is restored and repaired; and
6. Risk Management, working with the County's Property Insurance Company, recommends smoke removal services from BioSweep and restoration services from Pulliam.

NOW THEREFORE BE IT RESOLVED BY THE AIKEN COUNTY COUNCIL THAT:

1. Aiken County Council approves the emergency procurement of smoke removal services from BioSweep and restoration services from Pulliam.

Adopted at the regular meeting of Aiken County Council on April 16, 2024.

ATTEST:

SIGNED:

Katelyn Gorby, Council Clerk

Gary Bunker, Chairman

IMPACT STATEMENT: Funds for these services will originate from Interfund Payments used to pay for claims. The County's Property Insurance Company, Liberty Mutual will reimburse expenses exclusive of our \$25,000 self-insured retention. The welding company's insurance will reimburse the County's self-insured retention.

COUNCIL VOTE:

Sponsor(s) : Judicial and Public Safety Committee
Committee Referral : Judicial and Public Safety Committee
Committee Consideration Date : April 16, 2024
Committee Recommendation :
Effective Date :

RESOLUTION NO.

COUNCIL ADMINISTRATOR FORM OF GOVERNMENT FOR AIKEN COUNTY

To Accept Incremental Funding to the FY 2024 DOE Emergency Management Performance Grant from the South Carolina Emergency Management Division.

WHEREAS:

1. Aiken County Department of Emergency Management has been informed they were awarded a grant in the amount of \$40,789.86 from the South Carolina Emergency Management Division; and
2. The grant will be utilized for emergency preparedness activities related to the Savannah River Site; and
3. The grant funds must be obligated by May 1, 2024; and
4. County Council desires to accept this grant.

NOW THEREFORE BE IT RESOLVED BY THE AIKEN COUNTY COUNCIL THAT:

1. County Council authorizes the County Administrator to accept Incremental Funding to FY2024 DOE Emergency Management Performance Grant from the South Carolina Emergency Management Division for Aiken County Department of Emergency Management.

Adopted at the regular meeting of Aiken County Council on April 16, 2024.

ATTEST:

SIGNED:

Katelyn Gorby, Council Clerk

Gary Bunker, Chairman

COUNCIL VOTE:

IMPACT STATEMENT: Required Match will be covered through the general Emergency Management FY24 budget.

Sponsor(s) : Judicial and Public Safety Committee
Committee Referral : Judicial and Public Safety Committee
Committee Consideration Date : April 16, 2024
Committee Recommendation :
Effective Date :

RESOLUTION NO.

COUNCIL ADMINISTRATOR FORM OF GOVERNMENT FOR AIKEN COUNTY

To Accept a grant from Keep America Beautiful in support of beautification projects coordinated by
Keep Aiken County Beautiful.

WHEREAS:

1. Aiken County has applied for a grant from Keep America Beautiful to enhance the Keep Aiken County Beautiful program; and
2. Aiken County applied for the Keep America Beautiful, Great American Cleanup grant for up to \$2,500.00 for various beautification projects, of which \$2,500.00 was awarded; and
3. No match is required of Aiken County; and
4. The County Council desires to accept this grant.

NOW THEREFORE BE IT RESOLVED BY THE AIKEN COUNTY COUNCIL THAT:

1. County Council accepts grant funds (\$2,500.00) from Keep America Beautiful for beautification projects.

Adopted at the regular meeting of Aiken County Council on April 16, 2024.

ATTEST:

SIGNED:

Katelyn Gorby, Council Clerk

Gary Bunker, Chairman

IMPACT STATEMENT: This funding will help conduct small beautification projects in Aiken County.

COUNCIL VOTE:

Sponsor(s) : County Council
First Reading : April 16, 2024
Second Reading :
Public Hearing : April 16, 2024
Third Reading :
Effective Date :

I, _____
Council Clerk, certify that this Ordinance was
advertised for a Public Hearing on 3/30/2024.

ORDINANCE NO.

COUNCIL ADMINISTRATOR FORM OF GOVERNMENT FOR AIKEN COUNTY

To Approve an Amendment to the Aiken County Official Zoning and Development District Atlas to Rezone Tax Parcel 134-19-01-001 (approximately 240.57 acres) located on Wire Road (S-49), Aiken SC in Council District 6 from Residential Conservation District (RC) to Residential Multifamily Development District (RD).

WHEREAS:

1. An application was filed proposing an amendment to the Aiken County Zoning and Development District Atlas to rezone Tax Parcel 134-19-01-001 (approximately 240.57 acres) located on Wire Road (S-49), Aiken SC in Council District 6 from RC to RD; and
2. The Aiken County Planning Commission, at its meeting on February 15, 2024, reviewed the application and adopted by a unanimous vote to approve a motion recommending that the County Council approve said application; and
3. At its meeting on April 16, 2024, the Aiken County Council held a public hearing on the proposed amendment, said hearing having been duly publicized in a newspaper in general circulation in Aiken County and the affected property having been previously posted by sign in accordance with the applicable sections of the Aiken County Code of Ordinances; and
4. The Aiken County Council desires to act on said application.

NOW THEREFORE BE IT ENACTED BY THE AIKEN COUNTY COUNCIL THAT:

1. The proposed amendment to the Aiken County Official Zoning and Development District Atlas to rezone Tax Parcel 134-19-01-001 (approximately 240.57 acres) located on Wire Road (S-49), Aiken SC in Council District 6 from Residential Conservation District (RC) to Residential Multifamily Development District (RD) is hereby approved by the Aiken County Council.
2. The Aiken County Planning & Development Department is hereby directed to notify the applicant and the Aiken County Planning Commission of this action by County Council, and to amend appropriately the Aiken County Official Zoning and Development District Atlas.
3. All provisions in other County Ordinances in conflict with this Ordinance are hereby repealed to the extent necessary to give effect to this Ordinance.
4. If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, the invalidity does not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application and to this end, the provisions of this Ordinance are severable.
5. Council hereby waives any requirement that this Ordinance be referred to a committee of council or be recommended by a committee of council.

This Ordinance shall become effective on _____.

Adopted at the regular meeting of Aiken County Council on _____.

(signatures on following page)

ATTEST:

Katelyn Gorby, Council Clerk

SIGNED:

Gary Bunker, Chairman

REVIEWED BY: _____
County Attorney

COUNCIL VOTE:



Joel T. Duke, AICP
Chief Development Officer

**SUMMARY OF AIKEN COUNTY PLANNING COMMISSION FINDINGS AND
RECOMENDATIONS
CONCERNING A PROPOSED MAP OR TEXT AMENDMENT**

Date: April 11, 2024

Proposed Amendment: To Approve an Amendment to the Aiken County Official Zoning and Development District Atlas to Rezone Tax Parcel 134-19-01-001 (approximately 240.57 acres) located on Wire Road (S-49), Aiken SC in Council District 6 from Residential Conservation District (RC) to Residential Multifamily Development District (RD).

Planning Commission Findings: The applicant, Beazley Development Company, is requesting the rezoning of a 240.57 acre vacant tract located on Wire Road north of Bradley Mill Road. The parcel was rezoned in 2004 from UD to RC at the request of the resident council member for District 6. The applicant is requesting a change from the RC to RD to allow development of a subdivision containing 165 lots at an average lot size of 0.95 acre. The owner's narrative is submitted with the rezoning application.

Planning Commission Recommendation and Vote: The Aiken County Planning Commission, at its meeting on February 15, 2024, reviewed said application and unanimously approved a motion to recommend approval of the rezoning application based on its consistency and compatibility with the surrounding zoning and uses.

Additional comments: Additional information regarding the proposed development, including the application and maps, is included with this report.

Attachments: Rezoning Application
Maps

Report submitted by:

Joel T. Duke, AICP
Chief Development Officer/Planning Commission Secretary



www.aikencountysc.gov

Aiken County
Planning and Development Department
1930 University Parkway, Suite 2800
Aiken, SC 29801
(803) 642-1520

**APPLICATION TO AMEND THE TEXT OR MAP OF THE
AIKEN COUNTY LAND MANAGEMENT REGULATIONS ORDINANCE**

1. This application is to request an amendment to the: (check one)

- Ordinance Map (fill in all items except #8)
- Ordinance Text (fill in items #8 and #9 only)

2. Address of property involving a map zoning classification change:

Wire Road, Aiken SC

Tax Parcel Number: 134-19-01-001

3. Current zoning classification of property: RC District

4. Current use of property: Undeveloped Property

5. Proposed zoning classification change: RD District

6. Proposed use of property: Single family detached residential development

7. Does the applicant own the property proposed for this change? Yes No

If no, give name and address of property owner, and attach written authorization to file this application:

8. If this involves a change in the Ordinance text, what section or sections will be affected? Section 24- NO

9. Describe the proposed change and the reasons for the change:

Rezone from a RC to RD to allow for a slightly smaller lot size. Average lot size will be .95 acre. The average lot size of the surrounding neighborhood is .98 acre.

Applicant's Name (Print): Joseph F. Gulino for Beazley Development Co., Inc **Phone:** 706-863-4888

Address: 7009 Evans Town Center Blvd, Evans, GA 30809

Signature:  **Date:** 1-3-2024

Official Use Only Do Not Write In This Space

Application No: _____ **Date Received:** _____ **Fee Paid:** _____

Parcel 134-19-01-001
Wire Road, Aiken SC

Rezoning Narrative
Revised

Beazley Development Co., Inc.
7009 Evans Town Center Blvd
Evans, GA 30809

January 3, 2024

Character: "A distinctive trait, quality or attribute"

Project Data

Total Area- 240.57 AC
TMP: 134-19-01-001
Proposed Lots 169
Open Space- 54 AC
Existing Zoning- RC
Proposed Zoning- RD
Minimum lot size- .5 acres
Average lot size .95 acres

Background

On 9-20-2004 Charles Barton, County Council Representative for District 6 made application to rezone 59 parcels, including parcel 134-19-01-001, from UD to RC. It was presented to the Planning Commission and approved at their October 21, 2004 meeting. Aiken County Council conducted a public hearing on November 16, 2004, a second reading on December 21, 2004 and third reading January 4, 2005 and the ordinance became effective January 5, 2005.

On March 28, 2008, Carolina Engineering Services, Inc. submitted plans for parcel 134-19-01-001, identified as Abella Gate for Atlantic Coast Properties. Note #1 on sheet C-1 listed the zoning as UD. These plans were approved by Philip England, Director Aiken County Planning on 5-15-08.

Request

We are requesting to rezone this parcel from RC to RD. The property to the north is a large undeveloped tract consisting of 99.75 acres, there is a 53.95 tract to the south with 1 structure, both are zoned UD. The property to the east, which is mostly undeveloped is zoned RUD. Summer Lake is to the west and it is zoned RC. Summer Lake is separated from the subject property by Wildwood Lake which is zoned UD.

Since these lots will be on Aiken City water and site septic, the minimum lot size will be ½ acre. The proposed concept plan states an average lot size of .95 acres. This would be consistent with the average lot size of .98 acres for the lots in Summer Lake that are within 1000 feet of the subject parcel.

Neighborhood Design

The neighborhood comprises 240.57 acres. 169 single family detached homes will be constructed on large wooded lots. The average lot size is .95 acres with the smallest being .73 acres. 54 acres will be dedicated for open space. The main entrance, off Wire Road, is a split entrance with 80' natural island separating the entrance and exit lanes. A 1000' spine road with open space on both sides will lead residents and visitors into the neighborhood.

Amenities

An activity area consisting of a pavilion, picnic area and boat launch will be provided. A hiking trail will meander through the wooded common spaces.

Setbacks

Proposed setbacks are as described in RD zoning. They are:

Front- 30'
Side- 10'
Rear- 20'

Homes Styles

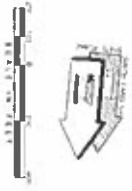
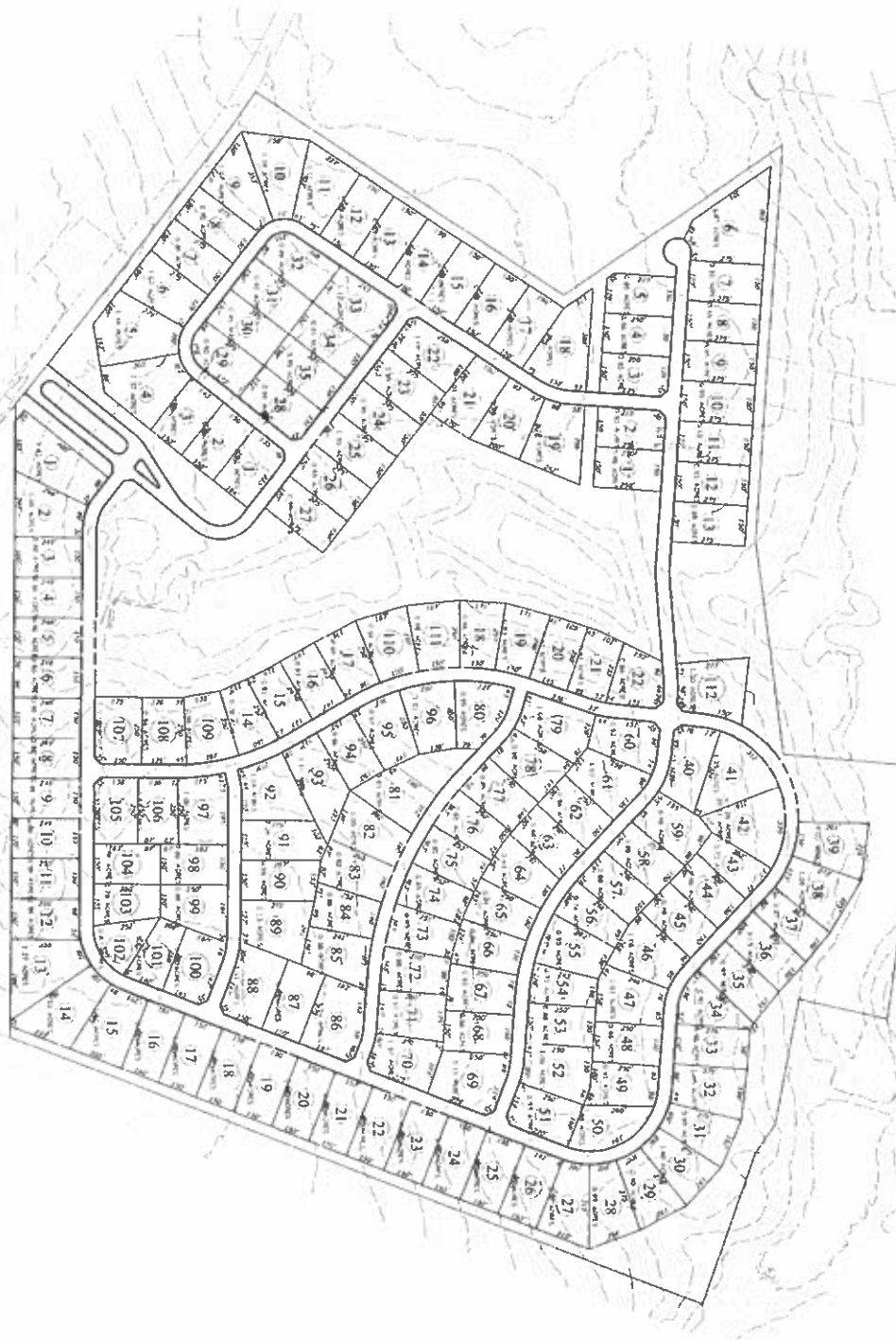
Homes will be ranch style homes starting at 2800 SF and up. Exteriors will be brick, stone or cement board or a combination of all three. Sample renderings have been included for information purposes.

“Each and every place has some measure of unique expression or quality”

Conclusion

Abella Gate offers homeowners a unique opportunity to live in a secluded neighborhood on large wooded lots surrounded by nature. Homeowners will be able to observe nature while walking on the nature trails throughout the community or spend quality time lake side at the activity area. The boat dock provides access to Wildwood Lake offering homeowners the opportunity to spend quiet afternoons rowing on the lake or fishing from a row boat or dock.

Site Concept Plan



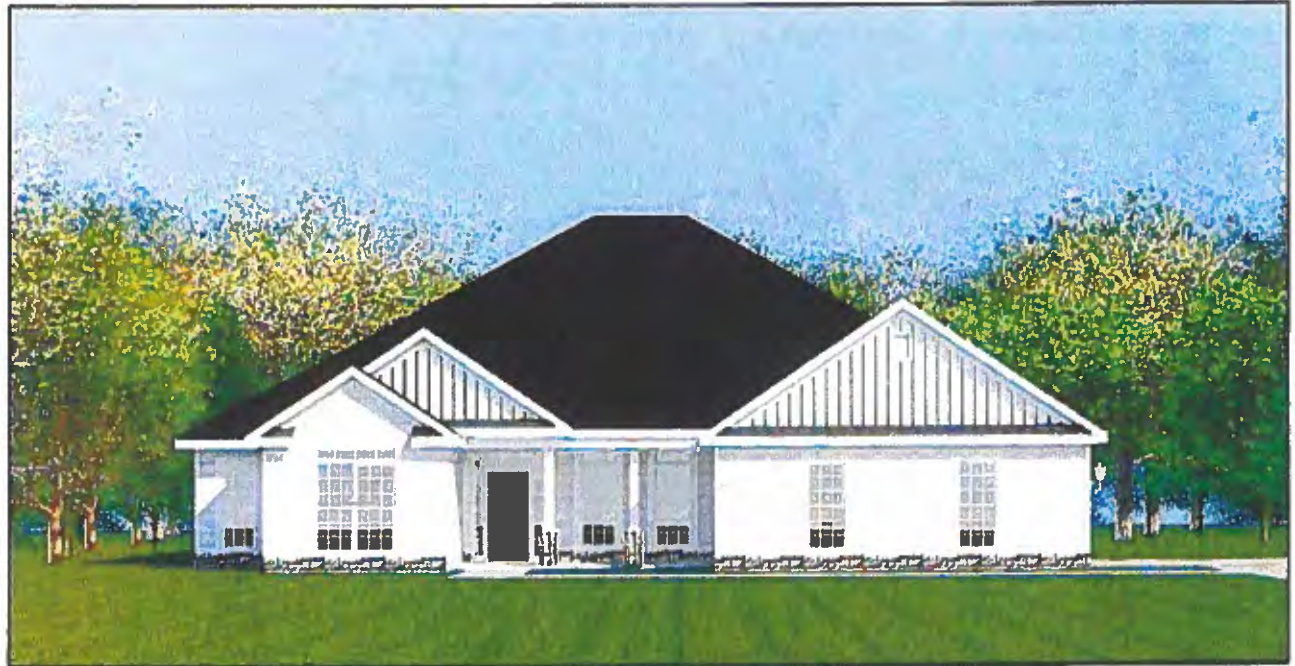
South Carolina 811

<p>PROJECT NO: CP-01</p> <p>DATE: 10/18/2011</p> <p>SCALE: 1" = 200'</p> <p>DATE: 10/18/2011</p> <p>PROJECT: ABELLA GATE</p> <p>DATE: 10/18/2011</p> <p>SCALE: 1" = 200'</p> <p>DATE: 10/18/2011</p>	<p>ABELLA GATE</p> <p>CONCEPT PLAN</p>	<p>PRELIMINARY</p> <p>NOT FOR CONSTRUCTION</p>	 <p>CRANSTON</p>
--	--	--	---

Home

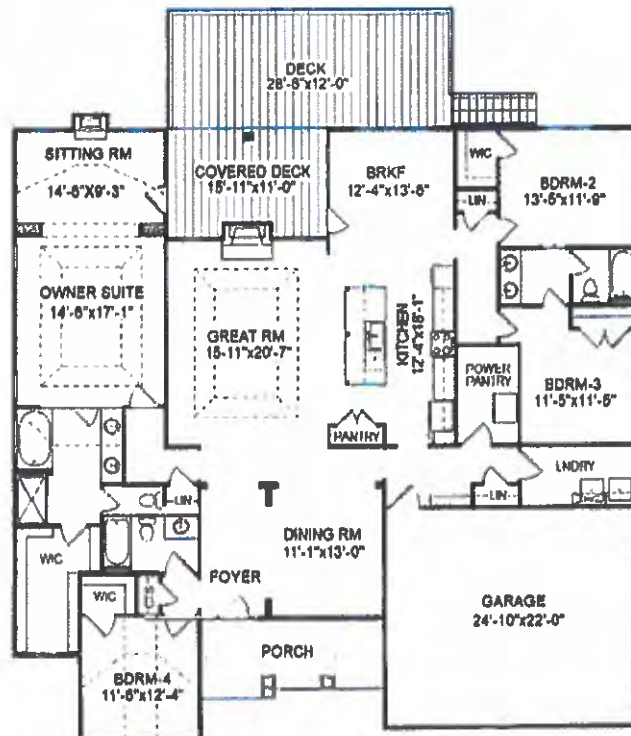
Renderings

Bill Beazley Homes Inc.
7009 Evans Town Center Blvd.
Evans, Ga. 30809



Castlegate-22

2,804 Heated Sq. Ft.
(62'-0" x 63'- 4 1/2")



ACTUAL ON SITE CONSTRUCTION MAY VARY FROM RENDERING

Bill Beazley Homes Inc.

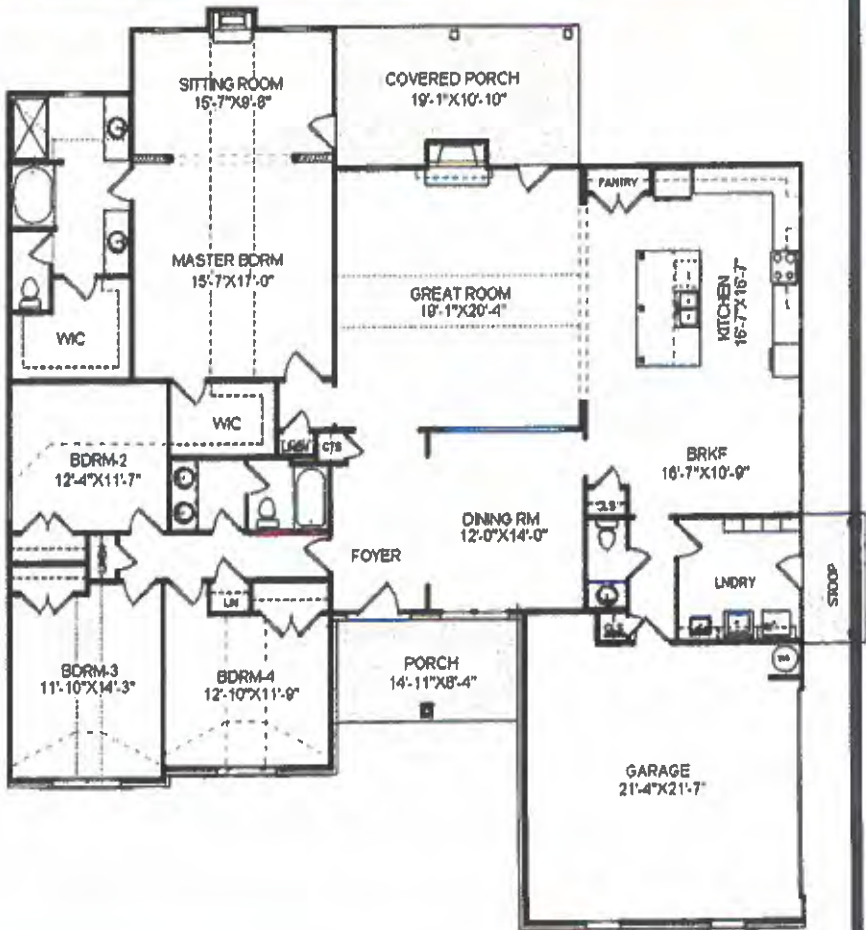
7009 Evans Town Center Blvd.
Evans, Georgia 30809



Cameron 11

2,805 Heated Sq. Ft.

(62'-6"x72'-4")



ACTUAL ON SITE CONSTRUCTION MAY VARY FROM RENDERING

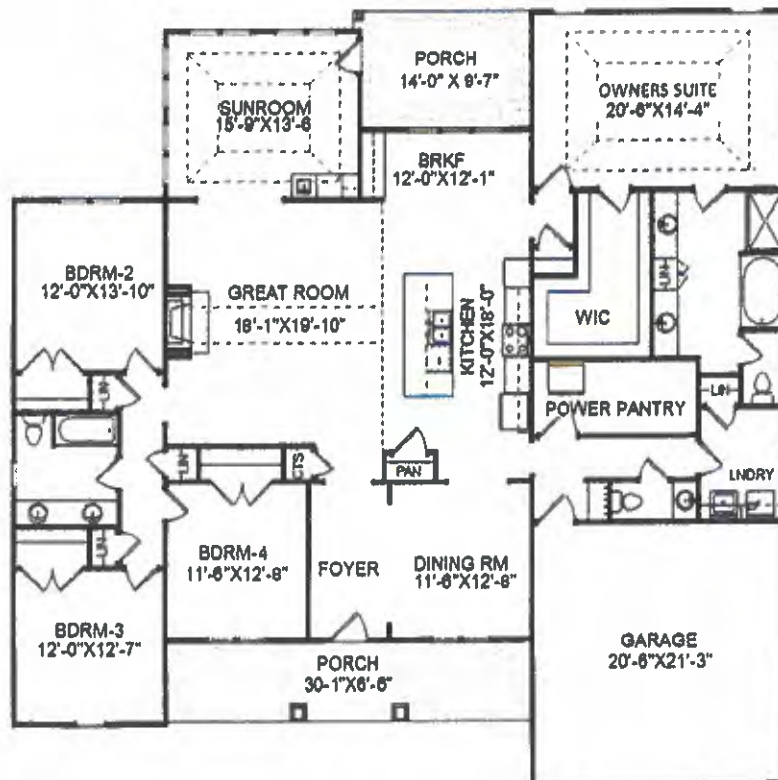
Bill Beazley Homes Inc.

7009 Evans Town Center Blvd.
Evans, Ga. 30809



Columbia-12

2,831 Heated Sq. Ft.
(63'-9"X63'-8")

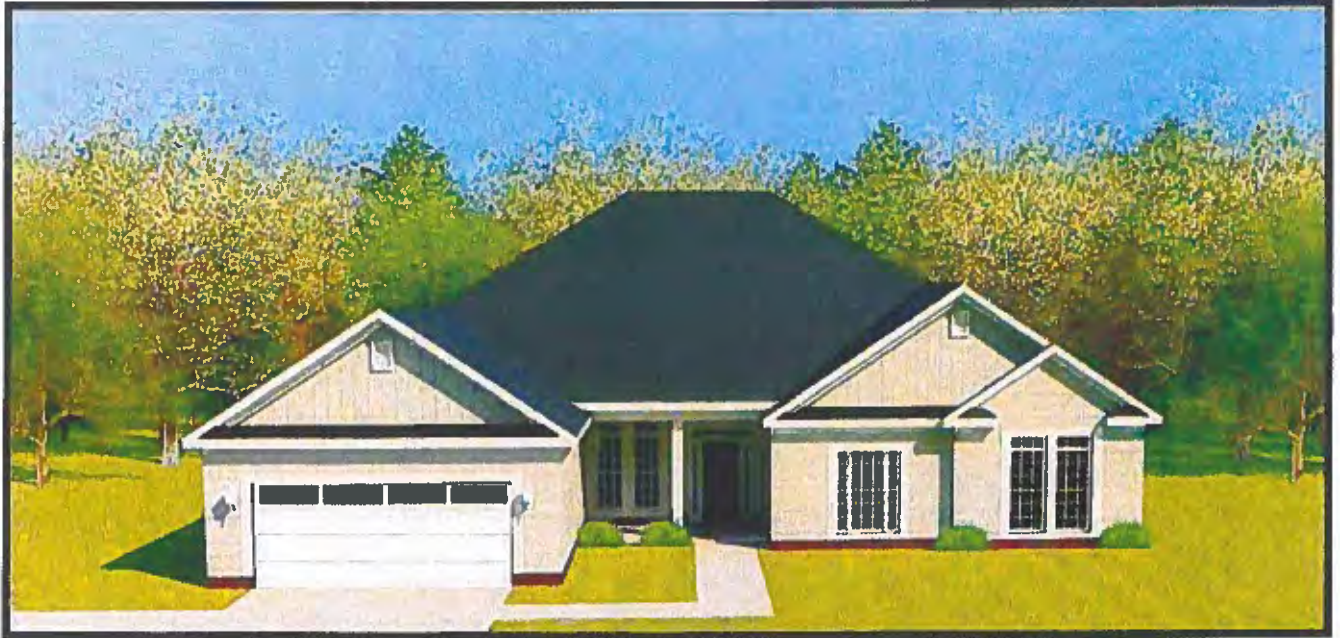


ACTUAL ON SITE CONSTRUCTION MAY VARY FROM RENDERING

Bill Beazley Homes Inc.

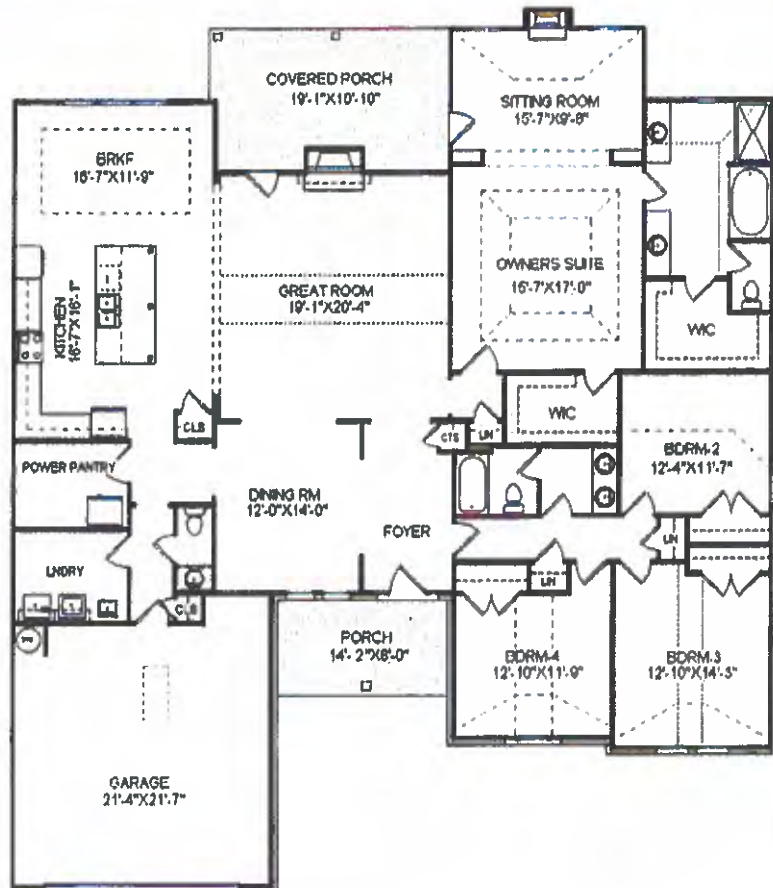
7009 Evans Town Center Blvd.

Evans, Georgia 30809



Yellowstone

2,989 Heated Sq. Ft.
(63'-3" x 73'-4 1/2")



ACTUAL ON SITE CONSTRUCTION MAY VARY FROM RENDERING

Bill Beazley Homes Inc.

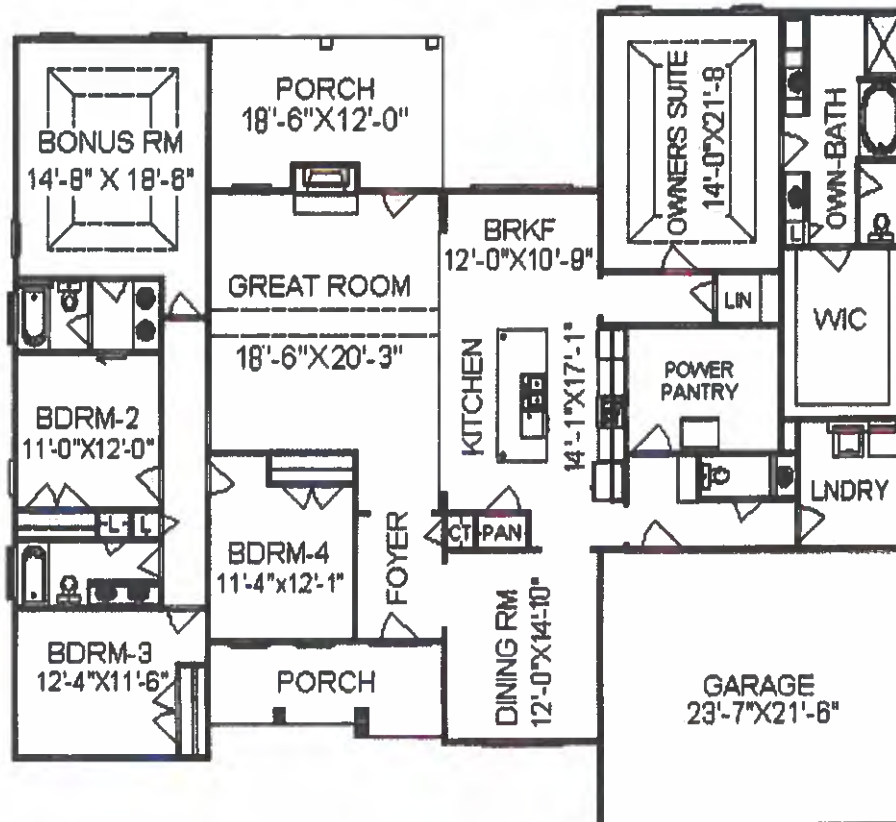
7009 Evans Town Center Blvd.

Evans, Ga. 30809



Richland Manor-14

3,102 Heated Sq. Ft. (70'-2 1/2" x 64'-3")



Actual on site construction may vary from rendering

Bill Beazley Homes Inc.

7009 Evans Town Center Blvd.

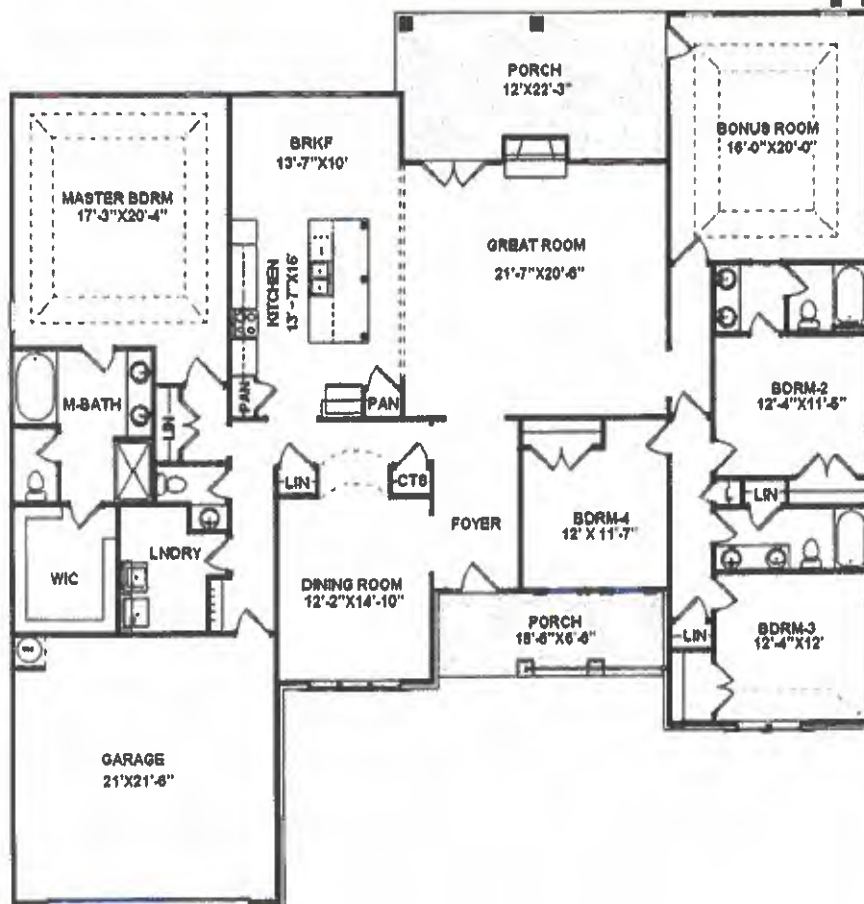
Evans, Ga. 30809



Hawthorne-8

3,213 Heated Sq. Ft.

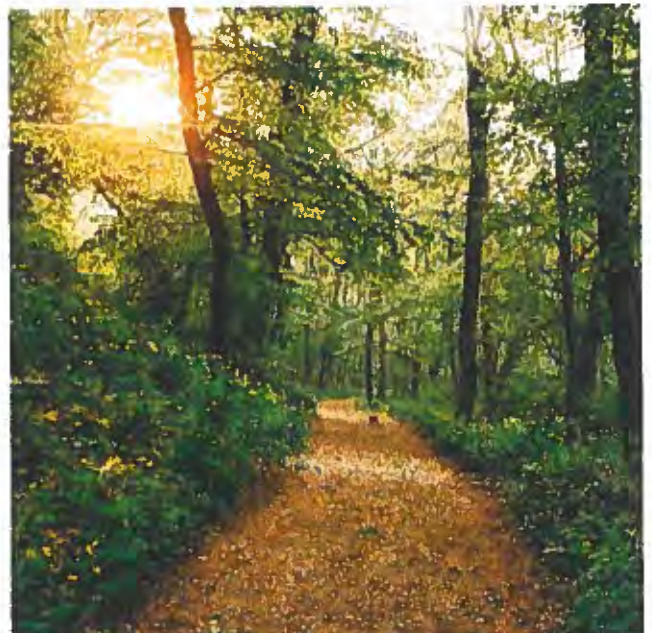
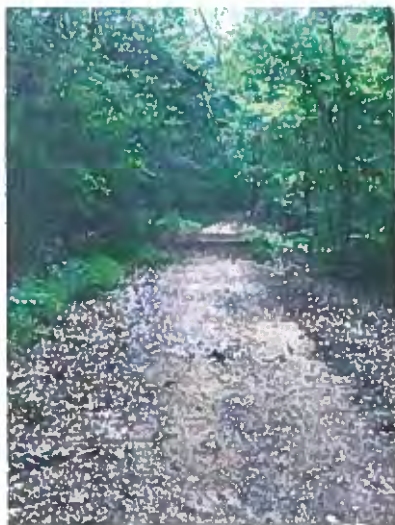
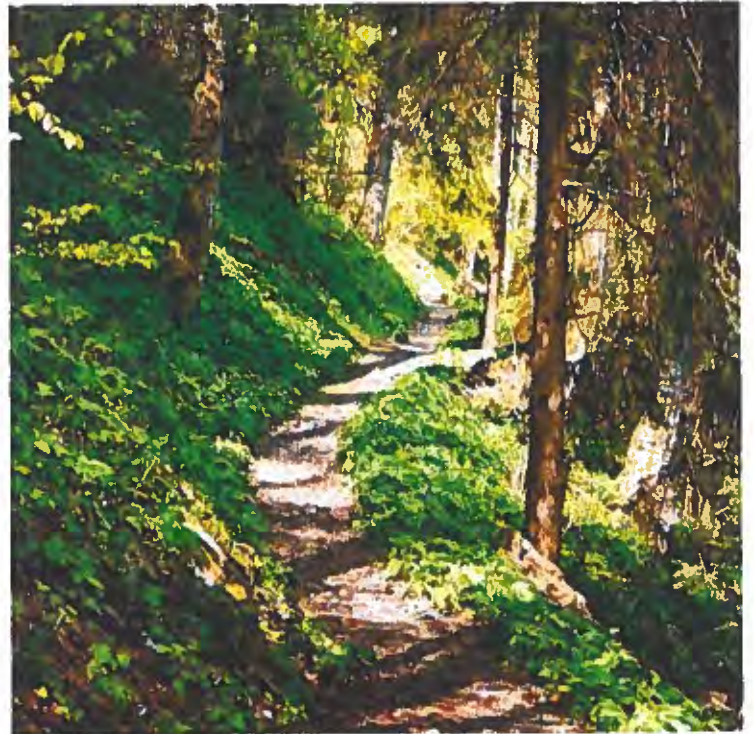
(70'X72'-7")



ACTUAL ON SITE CONSTRUCTION MAY VARY FROM RENDERING

Nature

Trail



Background

Information

C

**APPLICATION TO AMEND THE TEXT OR MAP
OF THE AIKEN COUNTY ZONING AND
DEVELOPMENT STANDARDS ORDINANCE**

1. This application is to request an amendment to the : (check one)

- Ordinance Map (fill in all items except #8)
 Ordinance Text (fill in items #8 and #9 only)

2. Address of property involving a map zoning classification change:

Tax Parcel No: SEE ATTACHED LIST AND MAP

3. Current zoning classification of property: UD District

4. Current use of property: RESIDENTIAL

5. Proposed zoning classification change: RC

6. Proposed use of property: RESIDENTIAL

7. Does the applicant own the property proposed for this change? () Yes No

If No, give the name and address of the property owner, and attach written authorization to file this application: SUBMITTED BY LEGISLATIVE REPRESENTATIVE

8. If this involves a change in the Ordinance text, what section or sections will be affected?

Section 24-_____

9. Describe the proposed change and the reasons for the change:

CHANGE ZONE CLASSIFICATION TO MATCH ACTUAL USE

It is understood by the undersigned that while this application will be carefully reviewed and considered, the burden of proving the need for the proposed amendment rests with the applicant.

APPLICANT'S NAME (PRINT)

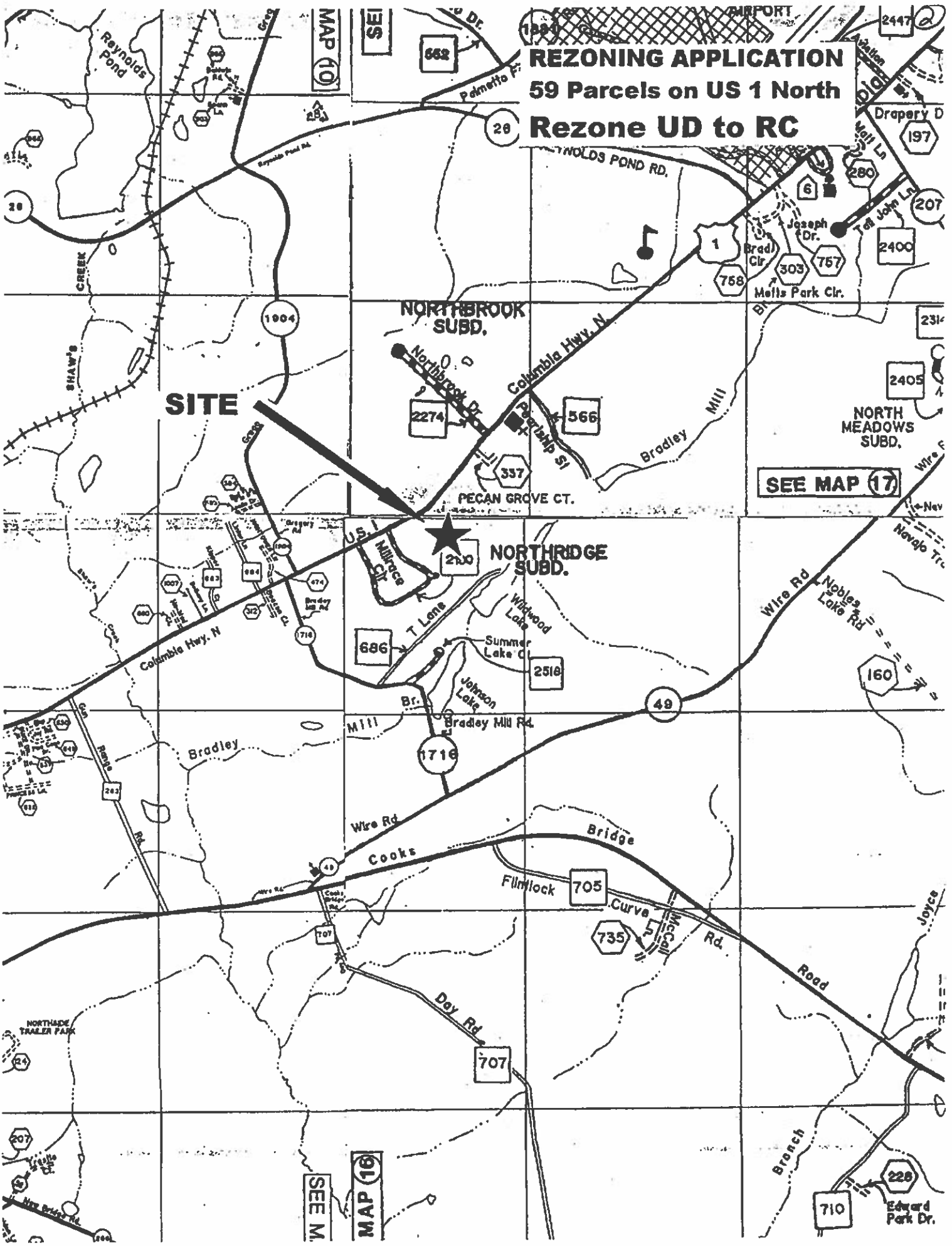
Charles Baeton
ADDRESS: P.O. Box 1376
Aiken, S.C. 29802

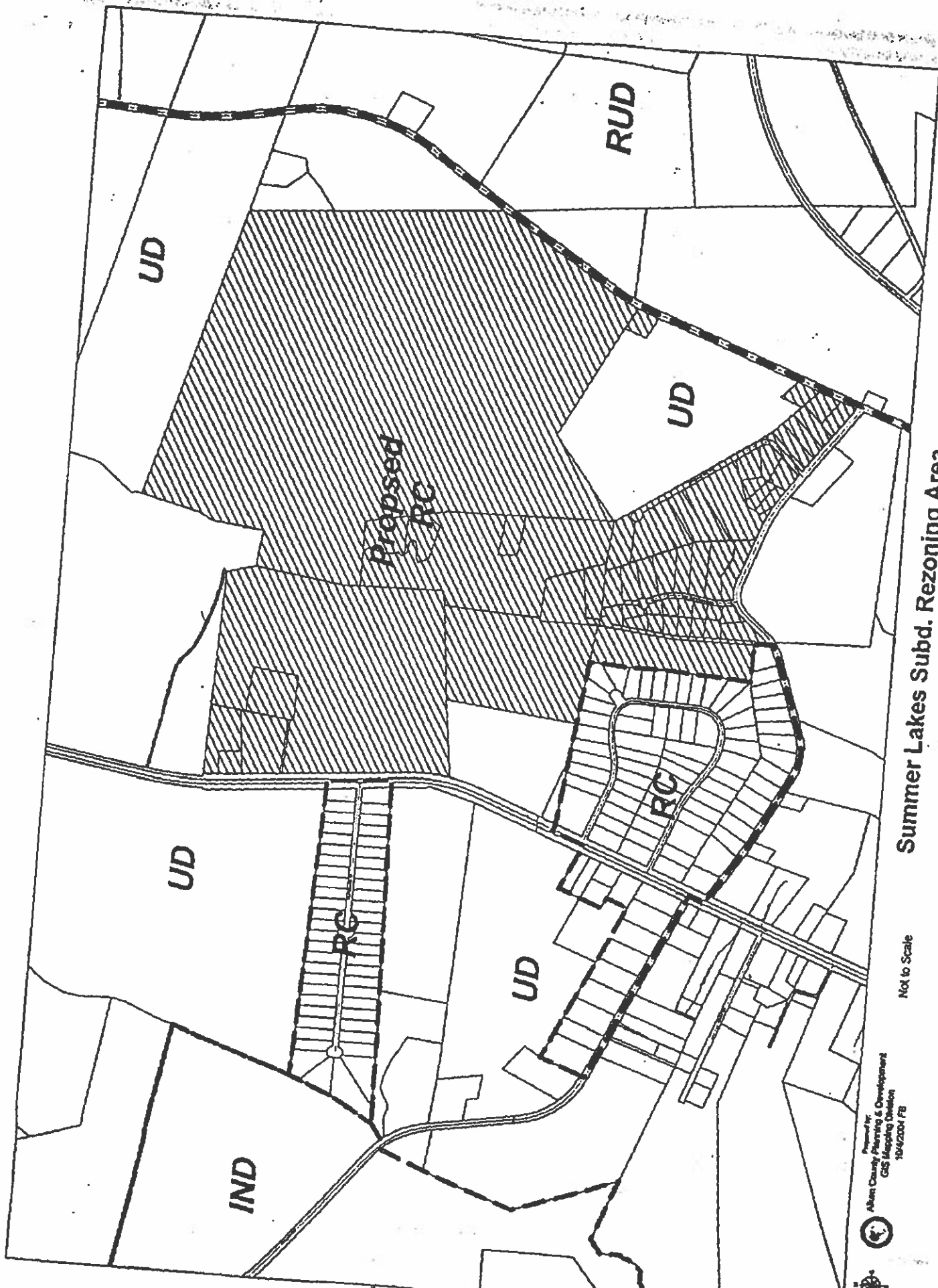
DATE: 09-20-04
PHONE: 649-0950
Charles Baeton
SIGNATURE

Official Use Only
Do Not Write In This Space

Application No: _____ Date Received: _____ Fee Paid: _____

REZONING APPLICATION
59 Parcels on US 1 North
Rezone UD to RC





Summer Lakes Subd. Rezoning Area

Not to Scale

Presented by
Allam County Planning & Development
GIS Mapping Division
10/12/2004 FB

PROPOSED REZONING
59 Tax Parcels Bounded by US 1, Bradley Mill Road, & Wire Road

REZONE FROM UD TO RC

EXISTING CONDITIONS

The County Council representative for District 6 has applied to have property in his district rezoned from UD – Urban district to RC – Single-family residential district. The application for rezoning includes 59 parcels that are roughly bounded by US 1, Bradley Mill Road, and Wire Road. As stated in the application, the purpose of the request is to change the zoning classification to match the actual land use in the area.

The property being considered for rezoning is located on the east side of US 1 approximately one-half the way between the City of Aiken and I-20. It includes all of Summer Lakes and Wildwood Lake subdivisions, Lighthouse Baptist Church, and several adjoining parcels, most of which have single-family residences on them. One large undeveloped parcel included in the application is owned by the developers of Summer Lakes and Wildwood Lake subdivisions and is to be developed as future phases of Summer Lakes. A total of 59 parcels, containing approximately 450 acres, are included in the application.

Land use in the area consists primarily of single-family residential development both in subdivisions and on individual lots, wooded land, and agricultural land. There are several small businesses and a church along US 1.

Area zoning consists of UD – Urban district zoning on both sides of US 1 and between US 1 and Wire Road. The area east of Wire Road is zoned RUD – Rural district. Two existing subdivisions that are adjacent to the proposed rezoning area, Northbrook and North Ridge subdivisions, are zoned RC – Single-family residential. The proposed rezoning, if approved, would consolidate and expand the area zoned RC.

The UD zoning district permits all uses except hazardous and nuclear waste disposal sites, junkyards, salvage yards, and automotive wrecking yards. The RC zoning district permits single-family detached dwellings (excluding mobile homes) all compatible uses such as churches, schools, and parks.

AGENDA

AIKEN COUNTY PLANNING COMMISSION
736 RICHLAND AVENUE, WEST - COUNTY COUNCIL CHAMBERS
6:00 P.M., THURSDAY, OCTOBER 21st, 2004
MEETING NO. 04-10-02

- A) CALL TO ORDER
- B) RECOGNITION OF VISITORS
- C) APPROVAL OF MINUTES: Meeting No. 04-09-01
- D) APPROVAL OF AGENDA
- E) PRESENTATIONS:
 - 1. Public Hearing Re: Proposed Rezoning of 59 Tax
Parcels Bounded by U.S. 1, Bradley Mill Road
(S-2-1716), and Wire Road (S- 49) from UD to RC.
Applicant: Charles Barton, Council Member, District 6
Location: Summer Lakes and Wildwood Lake
Subdivisions and adjoining property
- F) GENERAL REPORTS: None
- G) OLD BUSINESS: None
- H) NEW BUSINESS: None
- I) NEXT MEETING: November 18th, 2004
- J) ADJOURNMENT

MINUTES

AIKEN COUNTY PLANNING COMMISSION
736 RICHLAND AVENUE WEST – COUNTY COUNCIL CHAMBERS
6:00 p.m., THURSDAY, OCTOBER 21, 2004
MEETING NO. 04-10-02

A) CALL TO ORDER

The regular meeting of the Aiken County Planning Commission was called to order at 6:00 p.m. by Chairman Don Toole. The Chairman determined that the necessary quorum was present:

MEMBERS PRESENT:

1. Don Toole, Chairman
2. Tom Biddle
3. Fred Christensen
4. Dennis Gmerek
5. Mike Pope
6. Broadus Seigler
7. C.O. Tennant

MEMBERS ABSENT:

1. Terri Turner, Vice-Chairwoman (excused)
2. Lindsey Williams (excused)

ALSO PRESENT:


1. Philip D. England, Director, P&D Staff
2. Lawrence Brown, Assistant County Attorney
3. Vickie Reynolds, Administrative Assistant, P&D Staff
4. Marya Moultrie, Planner I, P&D Staff
5. Greg Szymik, Development Official, P&D Staff
6. Karen Brown, Planner I, P&D Staff

B) RECOGNITION OF VISITORS:

Chairman Toole welcomed all visitors to the meeting.

C) APPROVAL OF MINUTES: Meeting NO. 04-09-01

ATTEST

 11/4/04



Minutes
Aiken County Planning Commission
October 21, 2004

Mr. Biddle made a motion to approve the minutes from meeting no. 04-09-01.
Mr. Tennant seconded the motion, which carried by unanimous vote.

D) APPROVAL OF AGENDA

Mr. Gmerek made a motion to approve the agenda. Mr. Seigler seconded the motion, which carried by unanimous vote.

E) PRESENTATIONS:

1. Public Hearing Re: Proposed Rezoning of 59 Tax Parcels Bounded by U.S. 1, Bradley Mill Road (S-2-1716). And Wire Road (S-49) from UD to RC.

Applicant: Charles Barton, Council Member, District 6
Location: Summer Lakes and Wildwood Lake
Subdivisions and adjoining property

After the Public Hearing Mr. Christensen made a motion to table this item for 1 month, but the motion died for lack of a second.

Councilman Barton made a request to amend the rezoning request to delete two of the tax parcel numbers, 00-175-0-01-191 and 00-176-0-01-126.

A motion was made by Mr. Gmerek to recommend to County Council that they approve the amended rezoning request from UD to RC. Mr. Biddle seconded the motion, which carried by unanimous vote.

F) GENERAL REPORTS: None

G) OLD BUSINESS: None


H) NEW BUSINESS: None

I) NEXT MEETING: November 18, 2004

J) ADJOURNMENT: 6:45 P.M.

Respectfully Submitted,

ATTEST:


Philip D. England 11/4/04
Secretary Date


Don Toole 11/18/04
Chairman Date

Sponsor(s) : Barton
First Reading : November 16, 2004
Committee Referral : N/A
Committee Consideration Date : N/A
Committee Recommendation : N/A
Second Reading : December 21, 2004
Public Hearing : November 16, 2004
Third Reading : January 4, 2005
Effective Date : January 5, 2005

[Signature]
Clerk to Council, certified that
this was advertised for public
hearing on 11/16/04.

ORDINANCE NO. 05-01-01

COUNCIL ADMINISTRATOR FORM OF GOVERNMENT FOR AIKEN COUNTY

(To Approve a Proposed Amendment to the Aiken County Official Zoning and Development District Atlas to Rezone 57 Tax Parcels Bounded by US 1, Bradley Mill Road (S-2-1716) and Wire Road (S-S-2-49) in Council District 6 from UD to RC.)

WHEREAS:

1. An application has been filed which proposed an amendment to the Aiken County Zoning and Development District Atlas to rezone 57 tax parcels bounded by US 1, Bradley Mill Road (S-2-1716) and Wire Road (S-S-2-49) in Council District 6 from UD to RC; and
2. A map showing the parcels for rezoning is part of that application; and
3. The Aiken County Planning Commission, at its meeting on October 21, 2004, reviewed said application and adopted by unanimous vote a motion to recommend that the County Council approve said application; and
4. At its meeting on November 16, 2004, the Aiken County Council held a public hearing on the proposed amendment, said hearing having been duly publicized in a newspaper in general circulation in Aiken County (and the affected property having been duly posted by sign) in accordance with Section 24-336 of the Aiken County Code of Ordinances; and
5. The Aiken County Council desires to act on said application.

NOW THEREFORE BE IT ENACTED BY THE AIKEN COUNTY COUNCIL THAT:

1. The proposed amendment to the Aiken County Official Zoning and Development District Atlas to rezone 57 tax parcels bounded by US 1, Bradley Mill Road (S-2-1716) and Wire Road (S-S-2-49) in Council District 6 from UD to RC, as shown on the map presented at the November 16, 2004 Aiken County Council meeting which is herein attached by reference is hereby approved by Aiken County Council.
2. The Aiken County Planning & Development Department is hereby directed to notify the applicant and the Aiken County Planning Commission of this action by County Council, and to amend appropriately the Aiken County Official Zoning and Development District Atlas.
3. All provisions in other County Ordinances in conflict with this Ordinance are hereby repealed.
4. If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, the invalidity does not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application and to this end, the provisions of this Ordinance are severable.

This Ordinance shall become effective on January 5, 2005.

N:\For Council Clerk\CC Mtgs\2005 Mtg\01 04 Mtg\Ord Rezone Tax Parcel Bradley Mill Rd.doc

Ordinance cont...

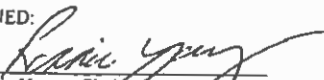
(To Approve a Proposed Amendment to the Aiken County Official Zoning and Development District Atlas to Rezone 57 Tax Parcels Bounded by US 1, Bradley Mill Road (S-2-1716) and Wire Road (S-S-2-49) in Council District 6 from UD to RC.)

Adopted at the regular meeting of Aiken County Council on January 4, 2005.

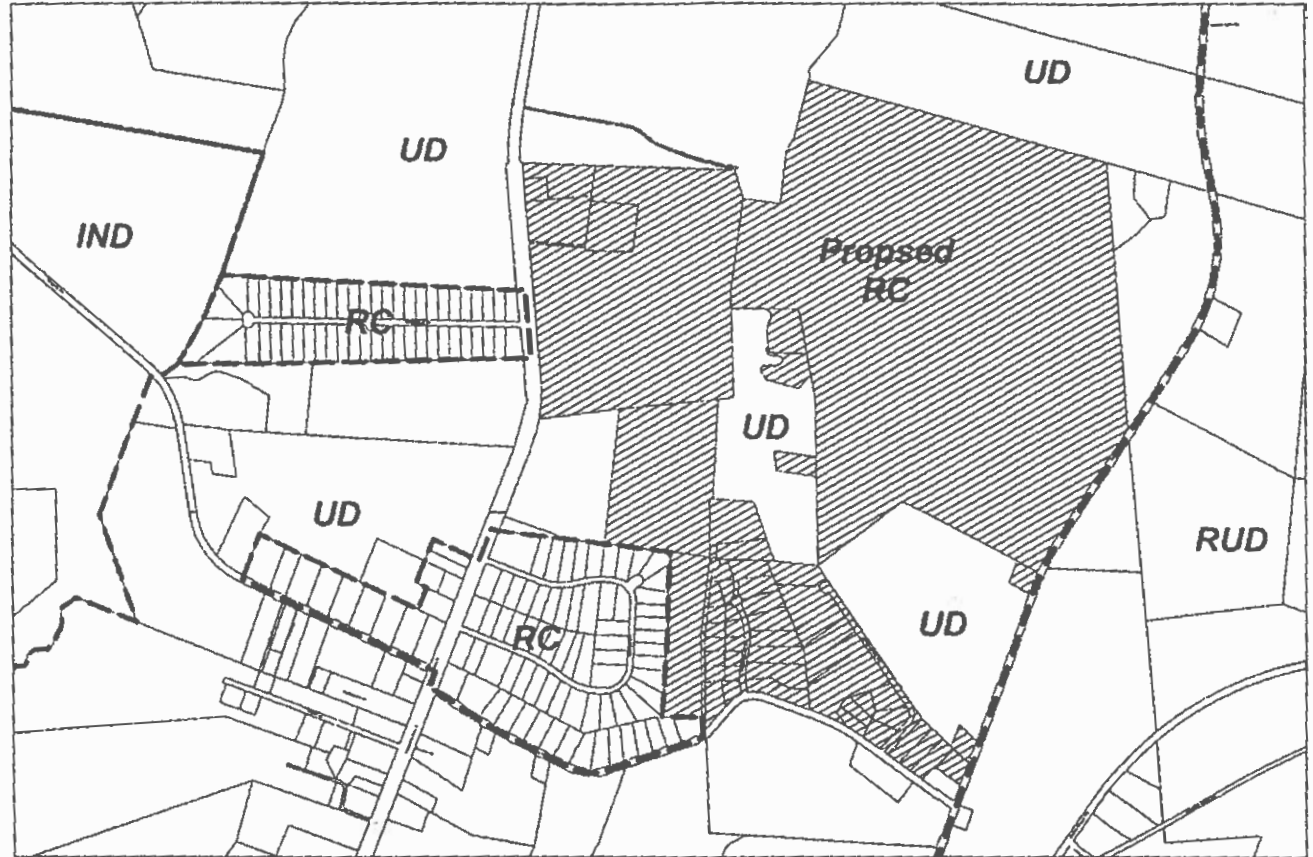
ATTEST:


Tamara Sullivan, Council Clerk

SIGNED:


Ronnie Young, Chairman

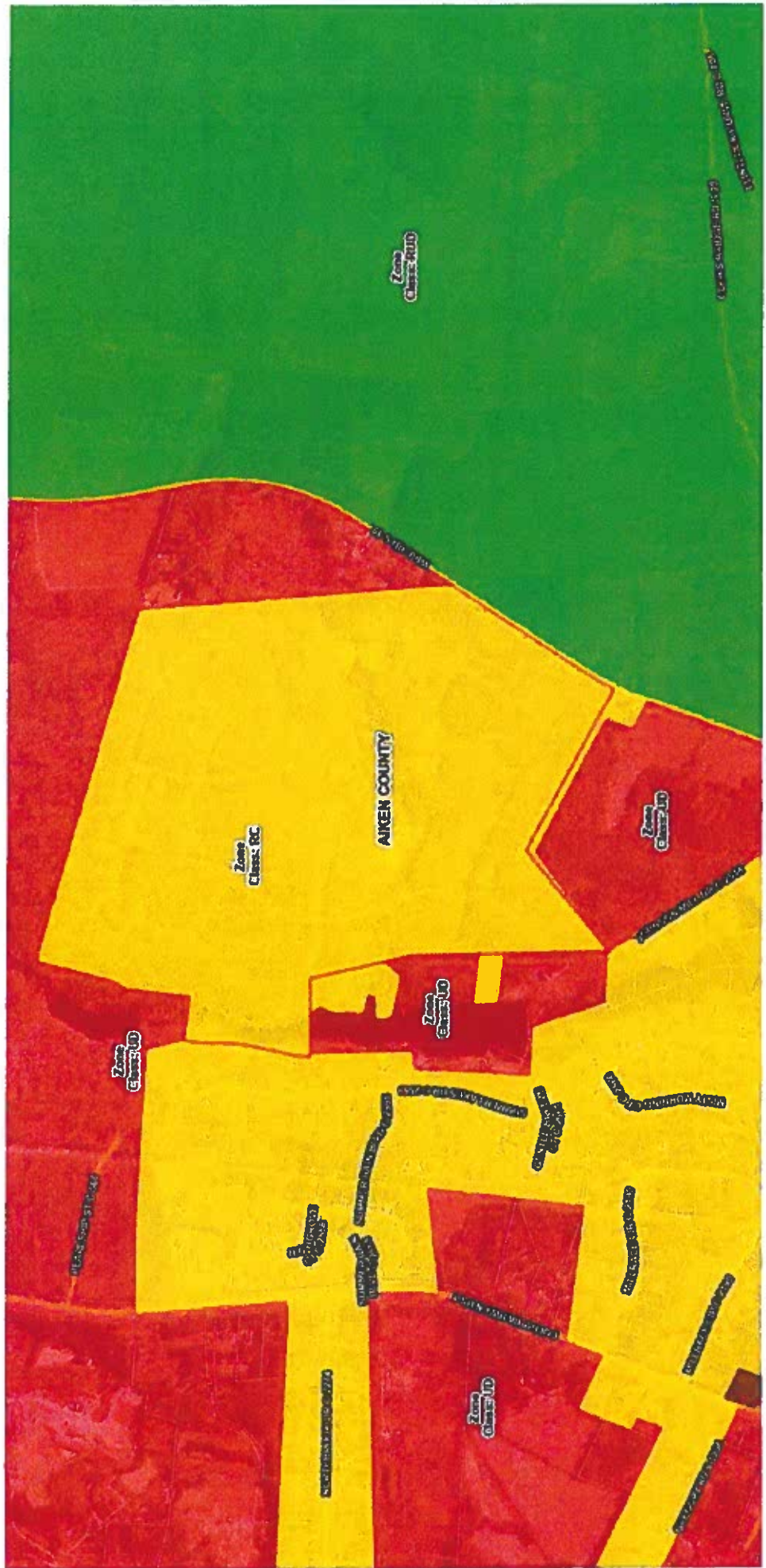
COUNCIL VOTE: Unanimous



Prepared by
 Allen County Planning & Development
 GIS Mapping Division
 10/19/2004 PB

Not to Scale

Amended Summer Lakes Subd. Rezoning Area (10-21-04)



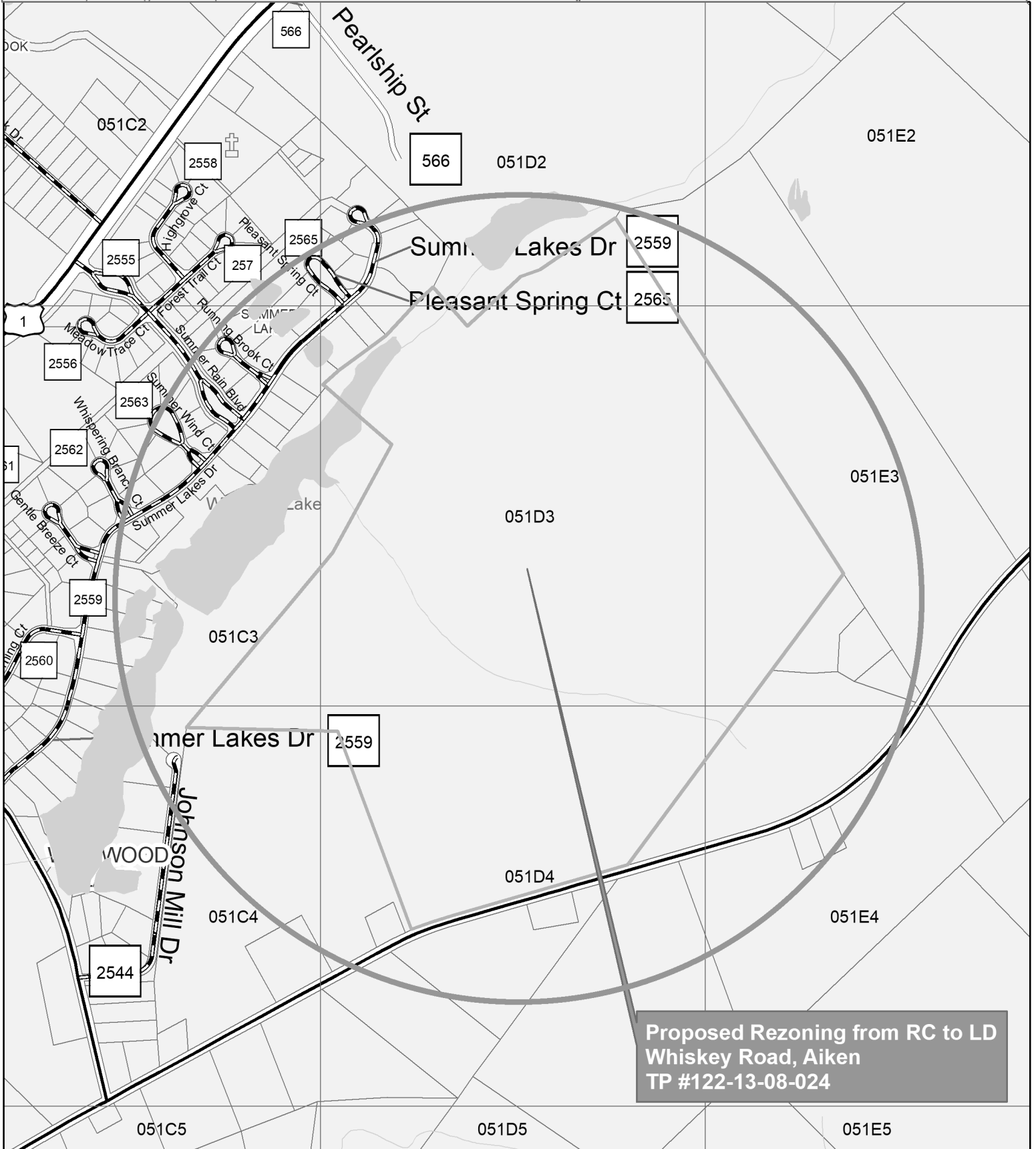
Proposed Rezoning - County Atlas Reference

NOTE: The proposed zoning change(s) indicated hereon is (are) NOT OFFICIAL, until such time as the Aiken County Council approves change(s).

Joel T. Duke 4/11/2024

Aiken County Planning & Development

**Proposed Rezoning from RC to RD
Wire Road, Aiken
TP #134-19-01-001, Page 051, Grid D2,
E2, C3, D3, E3, C4, D4, & E4**



**Proposed Rezoning from RC to LD
Whiskey Road, Aiken
TP #122-13-08-024**

**Proposed Rezoning from RC to RD
Wire Road (S-49)
TP #134-19-01-001**

PEARLSHIP STREET C-566

WIRE ROAD S-49

SUMMER LAKES DRIVE C-2589

JOHNSON MILL DRIVE C-2544

MIL RACE CIRCLE C-2190

BRADLEY MILL ROAD S-1716

COOKS BRIDGE ROAD S-29

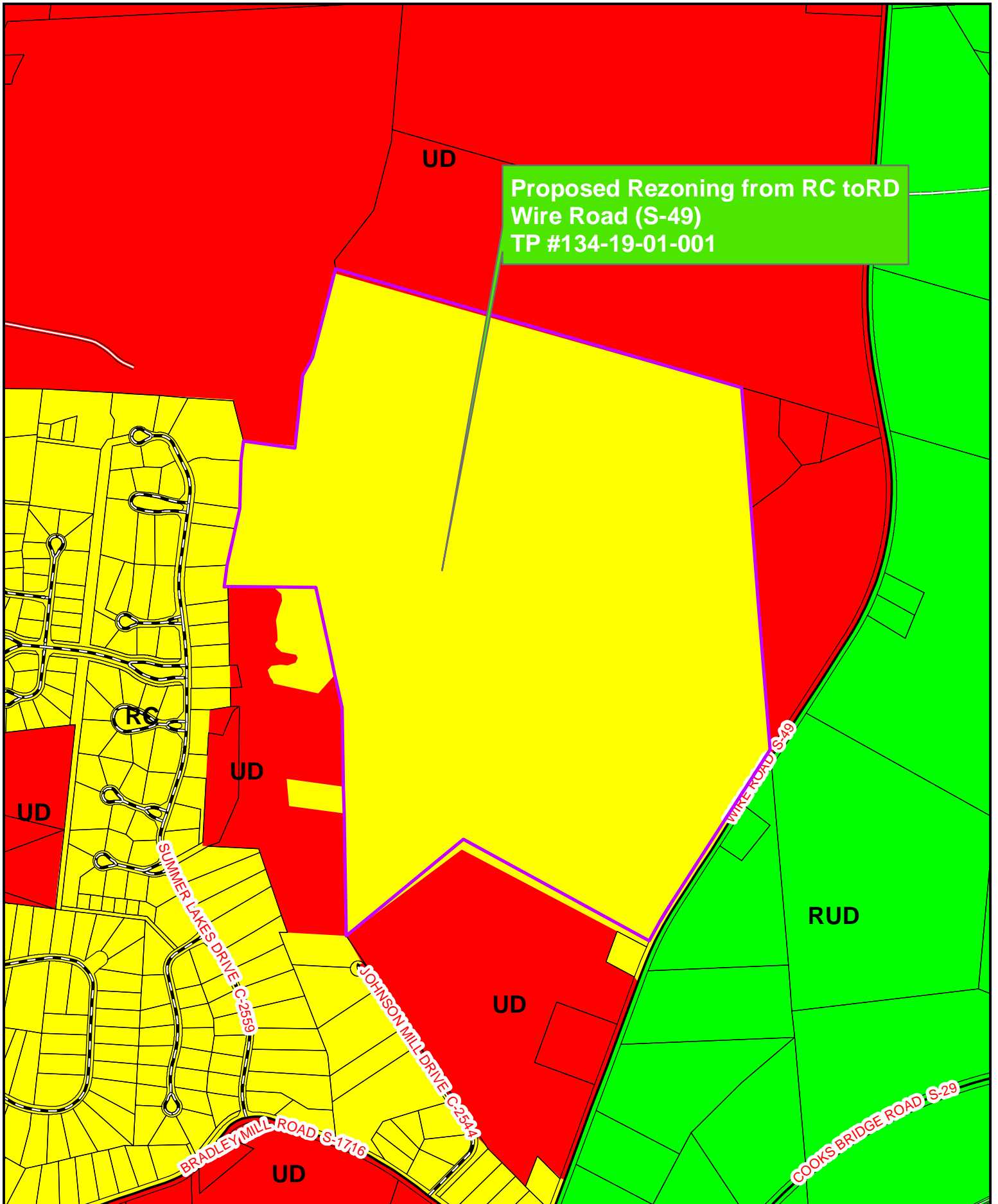
Aiken County
Planning & Development Dept.
1/31/2024
Scale: 1 inch = 800 feet



**Proposed Rezoning from RC to RD
Wire Road (S-49)
TP #134-19-01-001**



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Proposed Rezoning from RC to RD
Wire Road (S-49)
TP #134-19-01-001

Aiken County
 Planning & Development Dept.
 1/31/2024
 Scale: 1 inch = 800 feet



Proposed Rezoning from RC to RD
Wire Road (S-49)
TP #134-19-01-001



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Sponsor(s) : County Council
First Reading : April 16, 2024
Second Reading :
Public Hearing : April 16, 2024
Third Reading :
Effective Date :

I, _____
Council Clerk, certify that this Ordinance was
published for a Public Hearing on 3/30/2024.

ORDINANCE NO.

COUNCIL ADMINISTRATOR FORM OF GOVERNMENT FOR AIKEN COUNTY

To Approve an Amendment to the Aiken County Official Zoning and Development District Atlas to Rezone Tax Parcel 135-19-01-001 (approximately 151 acres) located at 100 Cooks Bridge Road (S-2), Aiken, SC in Council District 6 from Rural District (RUD) and Residential Multifamily Development District (RD) to Rural District (RUD).

WHEREAS:

1. An application was filed proposing an amendment to the Aiken County Zoning and Development District Atlas to rezone Tax Parcel 135-19-01-001 (approximately 151 acres) located at 100 Cooks Bridge Road (S-2), Aiken, SC in Council District 6 from RUD and RD to RUD; and
2. The Aiken County Planning Commission, at its meeting on March 21, 2024, reviewed the application and adopted by a unanimous vote to approve a motion recommending that the County Council approve said application; and
3. At its meeting on April 16, 2024, the Aiken County Council held a public hearing on the proposed amendment, said hearing having been duly publicized in a newspaper in general circulation in Aiken County and the affected property having been previously posted by sign in accordance with the applicable sections of the Aiken County Code of Ordinances; and
4. The Aiken County Council desires to act on said application.

NOW THEREFORE BE IT ENACTED BY THE AIKEN COUNTY COUNCIL THAT:

1. The proposed amendment to the Aiken County Official Zoning and Development District Atlas to rezone Tax Parcel 135-19-01-001 (approximately 151 acres) located at 100 Cooks Bridge Road (S-2), Aiken, SC in Council District 6 from Rural District (RUD) and Residential Multifamily Development District (RD) to Rural District (RUD) is hereby approved by the Aiken County Council.
2. The Aiken County Planning & Development Department is hereby directed to notify the applicant and the Aiken County Planning Commission of this action by County Council, and to amend appropriately the Aiken County Official Zoning and Development District Atlas.
3. All provisions in other County Ordinances in conflict with this Ordinance are hereby repealed to the extent necessary to give effect to this Ordinance.
4. If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, the invalidity does not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application and to this end, the provisions of this Ordinance are severable.
5. Council hereby waives any requirement that this Ordinance be referred to a committee of council or be recommended by a committee of council.

This Ordinance shall become effective on _____.

Adopted at the regular meeting of Aiken County Council on _____.

ATTEST:

Katelyn Gorby, Council Clerk

SIGNED:

Gary Bunker, Chairman

REVIEWED BY: _____
County Attorney

COUNCIL VOTE:



Joel T. Duke, AICP
Chief Development Officer

**SUMMARY OF AIKEN COUNTY PLANNING COMMISSION FINDINGS AND
RECOMENDATIONS
CONCERNING A PROPOSED MAP OR TEXT AMENDMENT**

Date: April 11, 2024

Proposed Amendment: To Approve an Amendment to the Aiken County Official Zoning and Development District Atlas to Rezone Tax Parcel 135-19-01-001 (approximately 151 acres) located at 100 Cooks Bridge Road (S-2), Aiken, SC in Council District 6 from Rural District (RUD) and Residential Multifamily Development District (RD) to Rural District (RUD).

Planning Commission Findings: The applicant is requesting the rezoning of a portion of a 151 acre parcel located at the intersection of Cooks Bridge Road and Wire Road. The parcel is currently split into two districts RUD and RD. The applicant is requesting a change to zone the entire parcel as RUD. The owner's narrative is submitted with the rezoning application.

Planning Commission Recommendation and Vote: The Aiken County Planning Commission, at its meeting on March 21, 2024, reviewed said application and unanimously approved a motion to recommend approval of the rezoning application based on its consistency and compatibility with the surrounding zoning and uses.

Additional comments: Additional information regarding the proposed development, including the application and maps, is included with this report.

Attachments: Rezoning Application
Aiken County Planning and Development Staff Report
Maps

Report submitted by:

A handwritten signature in blue ink, appearing to read "Joel T. Duke".

Joel T. Duke, AICP
Chief Development Officer/Planning Commission Secretary



www.aikencountysc.gov

RECEIVED

MAR 05 2024

Aiken County
Planning and Development Department
1930 University Parkway, Suite 2800
Aiken, SC 29801
(803) 642-1520

APPLICATION TO AMEND THE TEXT OR MAP OF THE
AIKEN COUNTY LAND MANAGEMENT REGULATIONS ORDINANCE

- 1. This application is to request an amendment to the: (check one)
[checked] Ordinance Map (fill in all items except #8)
[] Ordinance Text (fill in items #8 and #9 only)
2. Address of property involving a map zoning classification change:
100 Cooks Bridge Road - this one parcel is now divided into two zoning districts; propose uniformity
Tax Parcel Number: 135-19-01-001
3. Current zoning classification of property: 108 acres RUD, 43 acres RD District
4. Current use of property: trees
5. Proposed zoning classification change: make consistent: 43 acres RUD District
6. Proposed use of property: equestrian farm, bed and breakfast inn, organic garden, nature preserve
7. Does the applicant own the property proposed for this change? [checked] Yes [] No
If no, give name and address of property owner, and attach written authorization to file this application:
8. If this involves a change in the Ordinance text, what section or sections will be affected? Section 24-
9. Describe the proposed change and the reasons for the change:
Please see the attached statement. & NARRATIVE

Applicant's Name (Print): Marshall Lee Boyd and John Charles Boyd Phone: 770-654-2052

Address: 4418 Turnberry Ct, Douglasville, GA 30135; 250 Old Hickory Forest Rd, St Augustine, FL 32084

Signature: Date:

Official Use Only Do Not Write In This Space

Application No: Date Received: Fee Paid:

**APPLICATION TO AMEND THE MAP OF THE AIKEN COUNTY LAND
MANAGEMENT REGULATIONS ORDINANCE**

FOR

100 COOKS BRIDGE ROAD

BY

MARSHALL LEE BOYD AND JOHN CHARLES BOYD

**APPLICATION PARAGRAPH 9: DESCRIBE THE PROPOSED CHANGE AND THE
REASONS FOR THE CHANGE.**

This parcel of land, 100 Cooks Bridge Road, is a single parcel of 151 acres that has been in our family for generations. Our mother, Evalyn McCarty Boyd, inherited this parcel from her father, Otto McCarty, who once owned a lot of the land on both sides of Wire Road going north from Rudy Mason Parkway. Our 151 acre parcel has been used for tree farming and for some occasional family camping and hunting. Shaw Creek runs through roughly the middle of the parcel.

We have marketed this parcel for sale for about a decade. The topography poses challenges for development and although we have had many people look it over, the parcel has not sold. Recently, we have been approached by a group who would like to keep a large portion of the property as a nature preserve and build a bed and breakfast type inn, horse stables, an organic garden plot, a community organic test kitchen, and riding and hiking trails. They have informed us that the property is now in two planning map zones. See the attached map showing our parcel and the zoning overlay. The area the potential buyers would like to use for the bed and breakfast inn, horse stables, and organic garden is currently in the RD zone area, which seems to allow only single or multi-family residential development and does not allow horse stables, farming, or any type of small business or home business use. Without a zoning change, we will lose these potential buyers and likely any others.

We had no idea that the property had been subjected to zoning at all and now we find that the zoning divides our parcel in a way that is not only confusing but also inconsistent with the available uses for the land. Access to the area that is currently zoned RD is limited and would not support a multi-family residential development. The use our potential buyers have proposed fits well with the contours of the land and with the surrounding uses. It also respects the Shaw Creek natural resource.

NARRATIVE

Concerning the rezoning of the southeastern portion of G.I.S. No. 135-19-01-001

Current Owners: Brothers - Marshall Lee Boyd & John Charles Boyd the property being in the family for some 50 years. Deed recorded in Record Book 5021 Page 1758 having no plat of record.

ATTACHED EXHIBITS:

A: Deed of record with Tax Assessor's Report

B: Current G.I.S. map with Parcel No. 135-19-01-001 highlighted having approximately 151.8 acres.

C: Current zoning map of the area.

C1: Enlarged area of 135-19-01-001 (+/- 44.5 acres) being approximately 30% of the Boyd's property to be rezoned to the RUD classification.

D: Aiken County Tax Map Index used when county wide zoning was implemented under the LMO in the early 1990s.

E: Boyd property mapped as Tax Parcel No. 00-176.0-01-007 with a land hook across Shaw Creek and another land hook to an incomplete parcel.

E1: Enlargement of the Boyd parcel area with the land hooks highlighted.

F: Adjoining map to the south (Map No. 177) showing a tract of land in the shape of a triangle that has a land hook to the prior one (Map No. 176) with the note "SEE MAP 176 PARCEL 7".

F1: An enlargement of the triangular shaped tract that is land hooked to the prior Map No. 176.

CONCLUSION: The triangle shaped parcel shown on exhibits F & F1 was misinterpreted as an individual tract and included in the RC zoned area to the south when it should have been included with the parent tract currently known as G.I.S. No. 135-19-01-001 in the RUD zoning classification.

AIKEN COUNTY ASSESSOR

Tax Map:

135-90-10-01

Date: 05/23/2022

Please return to:

Thomas G. Gardner, Esquire
Hull Barrett, PC
P. O. Box 517
Aiken, SC 29802
File No: 13573-1

2022014434
 DEED
 RECORDING FEES \$15.00
 STATE TAX \$0.00
 COUNTY TAX \$0.00
 PRESENTED & RECORDED
05-18-2022 03:11 PM
JUDITH WARNER
 REGISTER OF MESSE CONVEYANCE
 AIKEN COUNTY, SC
 BY: DOLLIE VILLANUEVA DEPUTY
BK: RB 5021
PG: 1758 - 1760

STATE OF SOUTH CAROLINA)
)
 COUNTY OF AIKEN) **IN THE PROBATE COURT**

TITLE NOT EXAMINED

IN THE MATTER OF THE ESTATE OF EVALYN MCCARTY BOYD A/K/A EVALYN SOMMER BOYD A/K/A EVALYN M. BOYD
CASE NUMBER: 2022ES020533

DEED OF DISTRIBUTION

The undersigned states as follows:

Decedent died on March 4, 2015, and probate of the estate is being administered in the Probate Court of Aiken County, South Carolina in file number 2022ES020533;

I was appointed Personal Representative by the Probate Court of Aiken County, South Carolina. Decedent owned real property in Aiken County, South Carolina described as follows:

Tax parcel number: 135-19-01-001

Street address: 100 Cooks Bridge Rd., Aiken, SC 29805

Legal description:

All that certain piece, parcel or tract of land, being in Aiken Attendance Area 1, County of Aiken, State of South Carolina, approximately three miles in a Northerly direction from the corporate limits of the City of Aiken, bounded on the WEST by Wire Road; NORTH by a secondary dirt road separating same from Tract 2 above; EAST by lands now or formerly of J.A. Goldman and Jim Richardson; SOUTH by lands of Otto S. McCarty and National Kaolin Company, the net acreage conveyed herein is 152 acres, more or less, as 7.4 acres of a gross acreage of 159.4 acres has been heretofore conveyed by Leila S. McCarty to her son.

This being a portion of that property conveyed to Evalyn McCarty Boyd by deed of Leila S. McCarty dated December 17, 1974, and recorded on January 14, 1975, in the Aiken County Register of Deeds in Book 511, page 601.

This transfer is made subject to the terms of *Testate* Probate.

In accordance with the laws of the State of South Carolina, the Personal Representative does hereby release all of the Personal Representative's right, title and interest, including statutory or testamentary powers, over the real property described to the following beneficiary named below:

NAME: Marshall Lee Boyd (an undivided 50% interest)

ADDRESS: 4418 Turnberry Court, Douglasville, GA 30135

NAME: John Charles Boyd (an undivided 50% interest)

ADDRESS: 250 Old Hickory Forest Rd., St. Augustine, FL 32084

[SIGNATURES CONTAINED ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the undersigned Personal Representative of the estate of the decedent has executed this Deed this 15 day of April, 2022.

**ESTATE OF EVALYN MCCARTY BOYD A/K/A
EVALYN SOMMER BOYD A/K/A EVALYN M. BOYD**

IN THE PRESENCE OF:

BY:

Marshall Lee Boyd
Marshall Lee Boyd,
Personal Representative

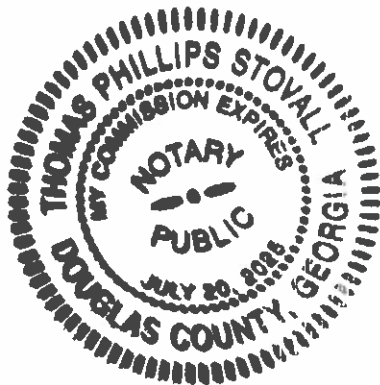
WITNESS:

WITNESS:

STATE OF GEORGIA)
)
COUNTY OF DOUGLAS)

I, *Tommy Stovall*, a Notary Public for the State of Georgia, do hereby certify that **Marshall Lee Boyd**, as Personal Representative for the Estate of **EVALYN MCCARTY BOYD A/K/A EVALYN SOMMER BOYD A/K/A EVALYN M. BOYD**, personally appeared before me this day and acknowledged the due execution of the foregoing Deed of Distribution.

Witness my hand and official seal this 15 day of April, 2022.



Tommy Stovall
Notary Public for Georgia
My commission expires: 7-20-25

Sales List Sales Search Sales Results Report Pictometry Imagery Home

Results:

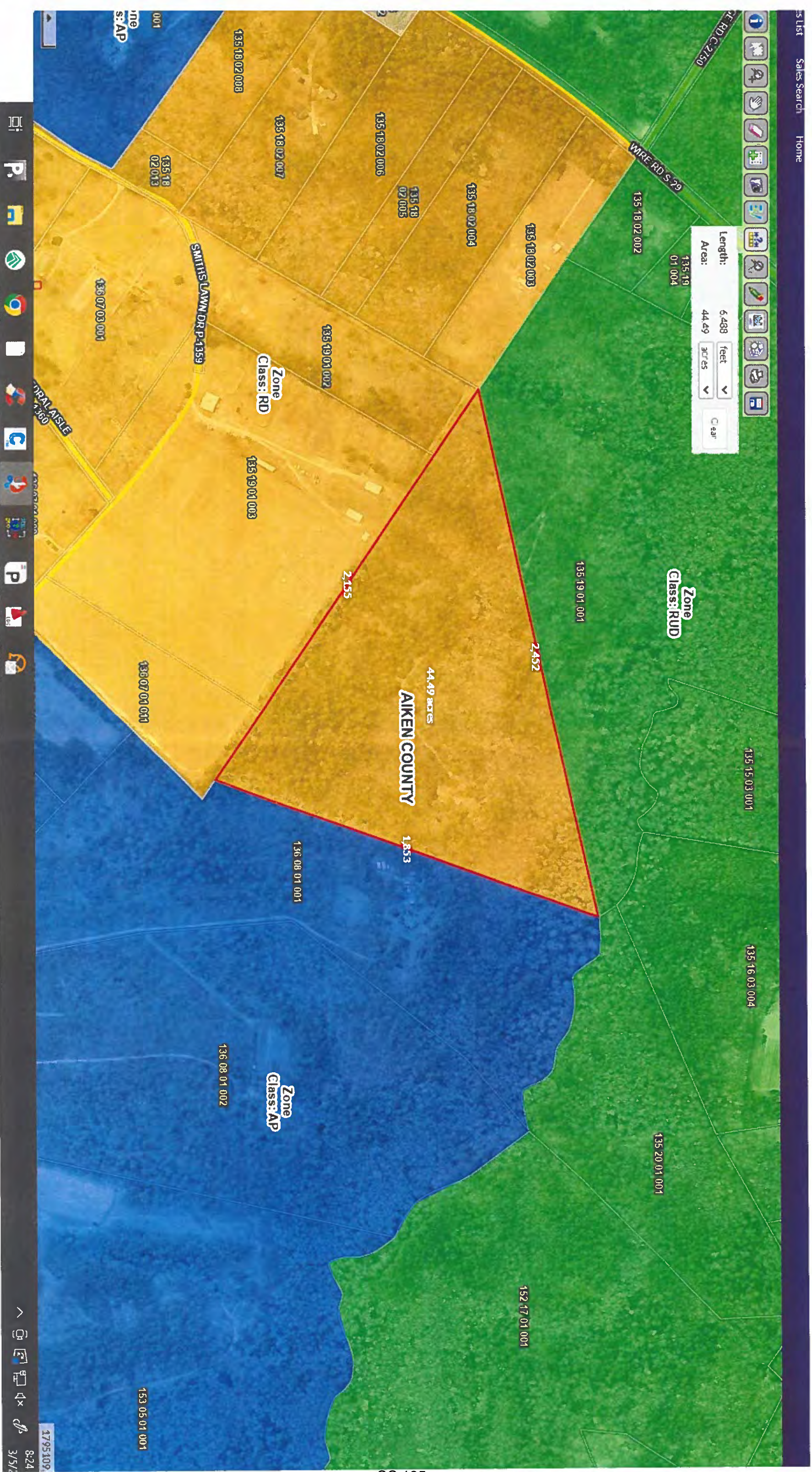
ParcelID - 135
Alt Id - 22362
Address - 100 (
BR DGE RD
Owner - BOYD
CHARLES
BOYD MARSH,
BOYD MARSH,
View Report Dic

179207251, 642619, 69

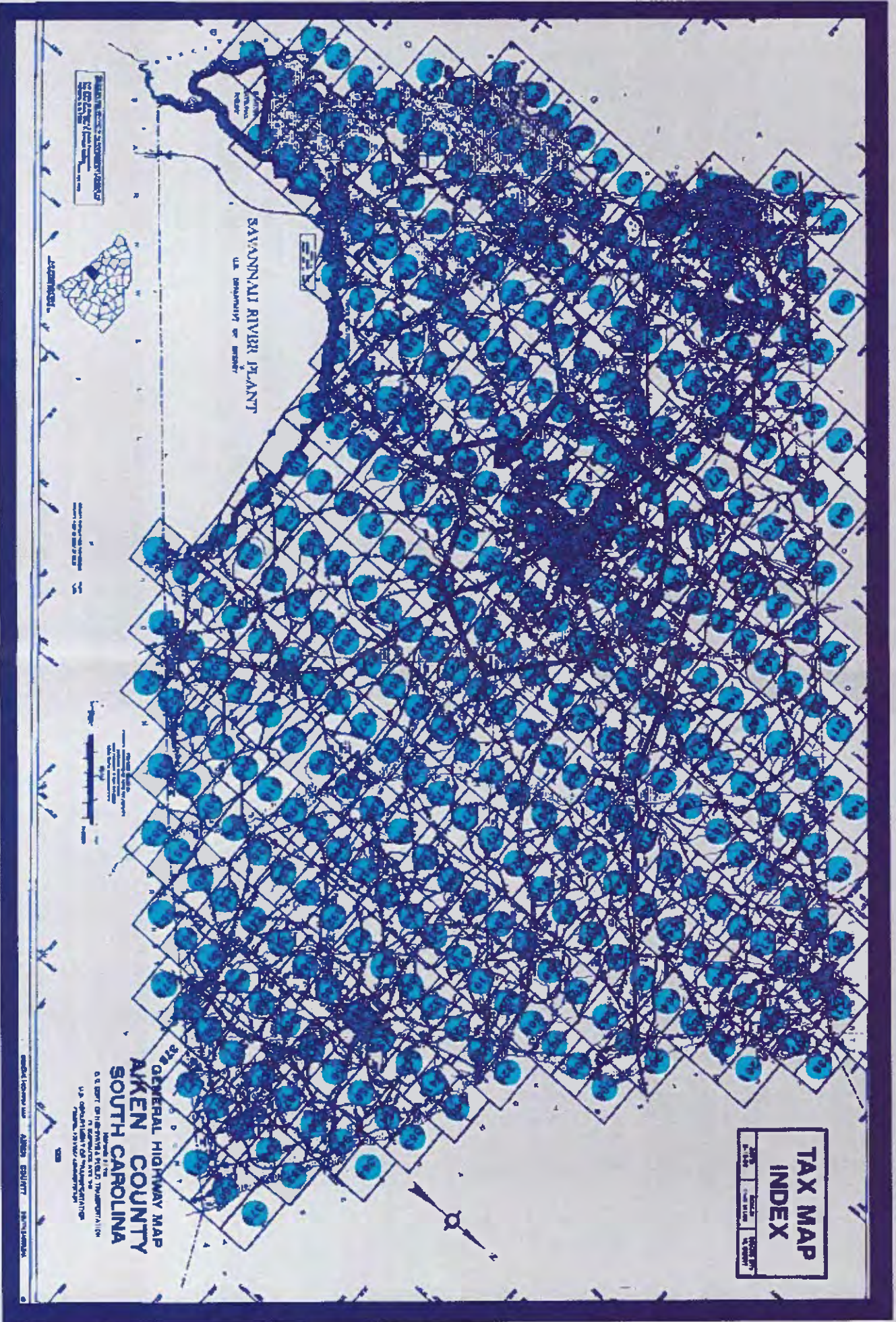
POWERED BY: **esri**

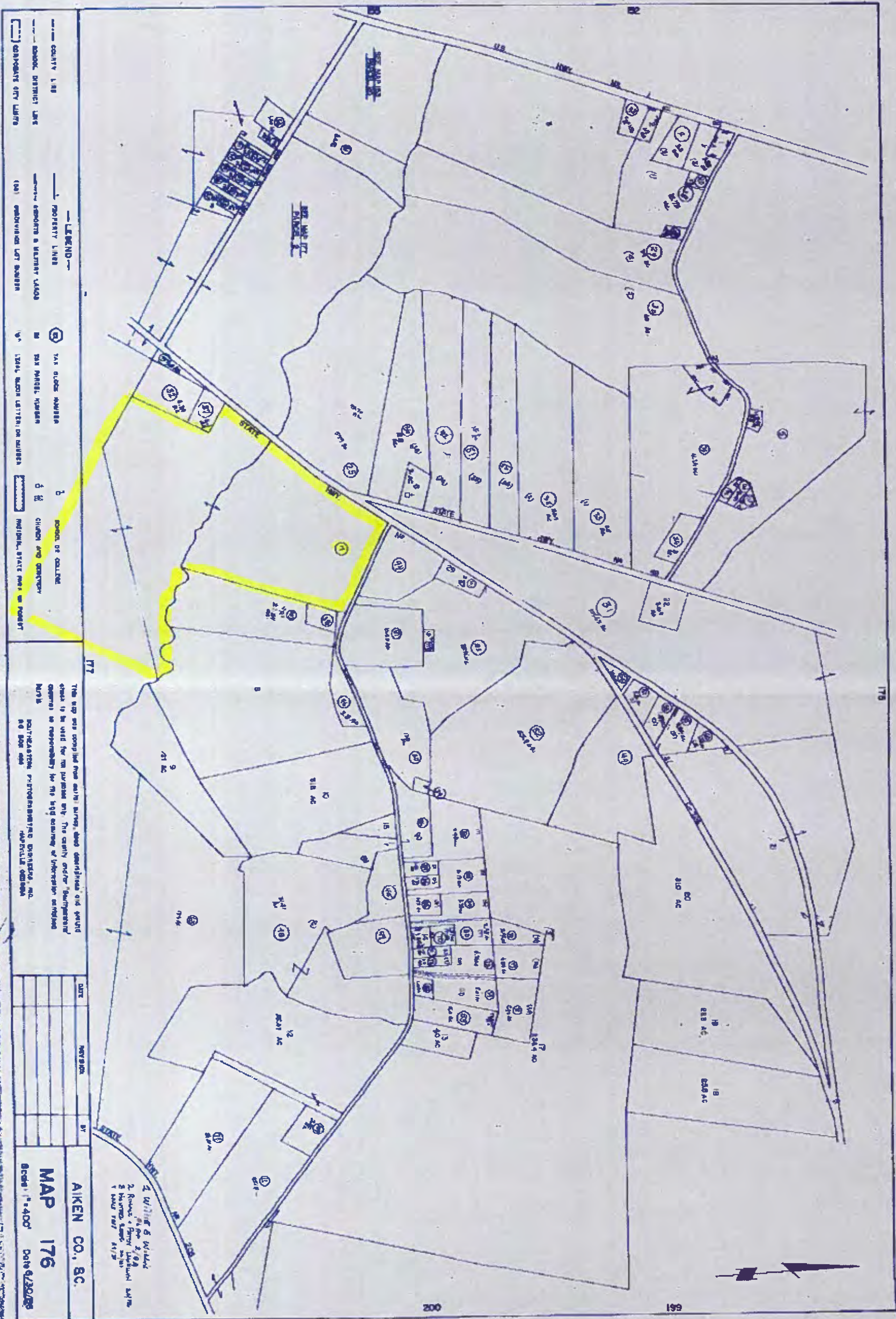
9:49 3/5/2

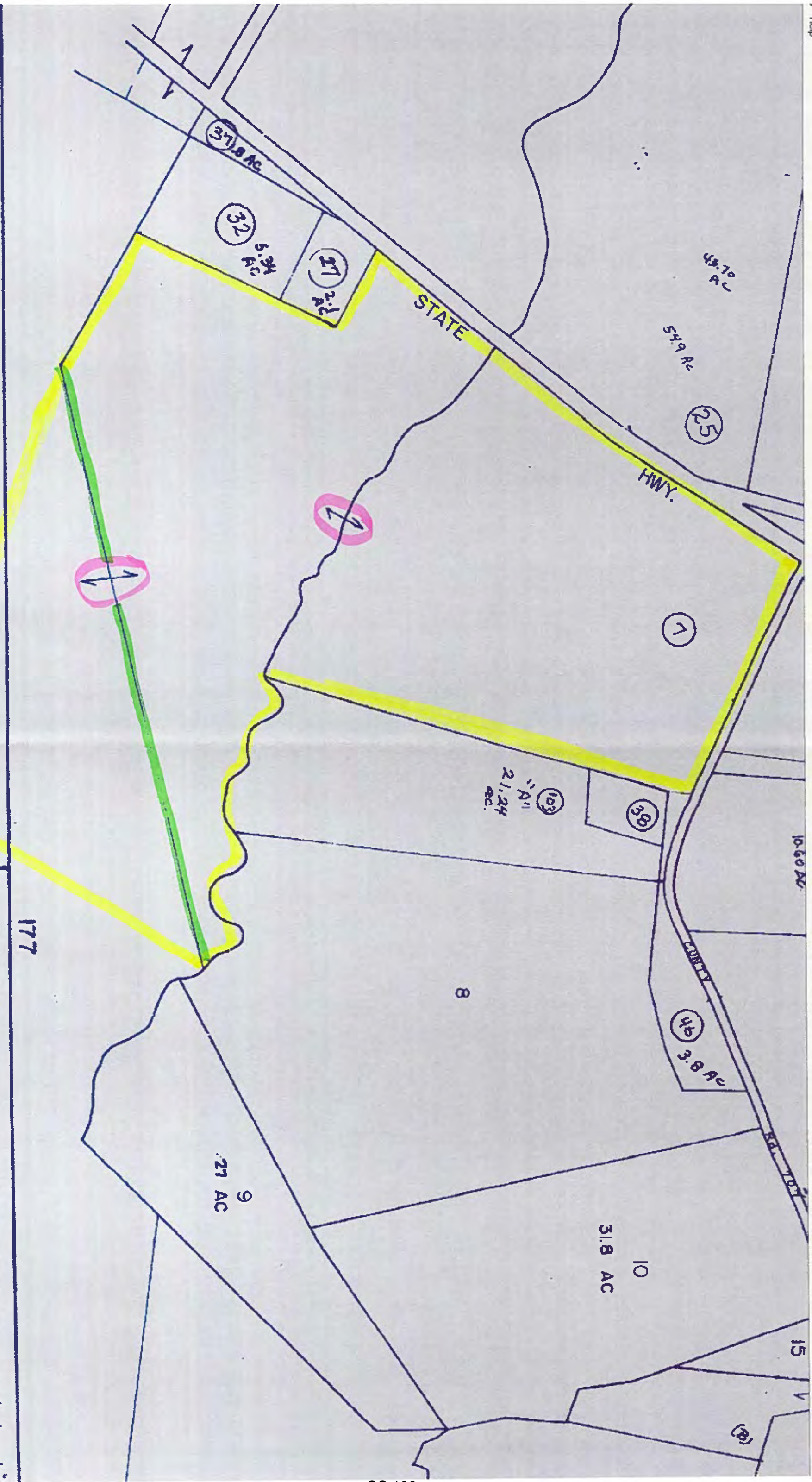




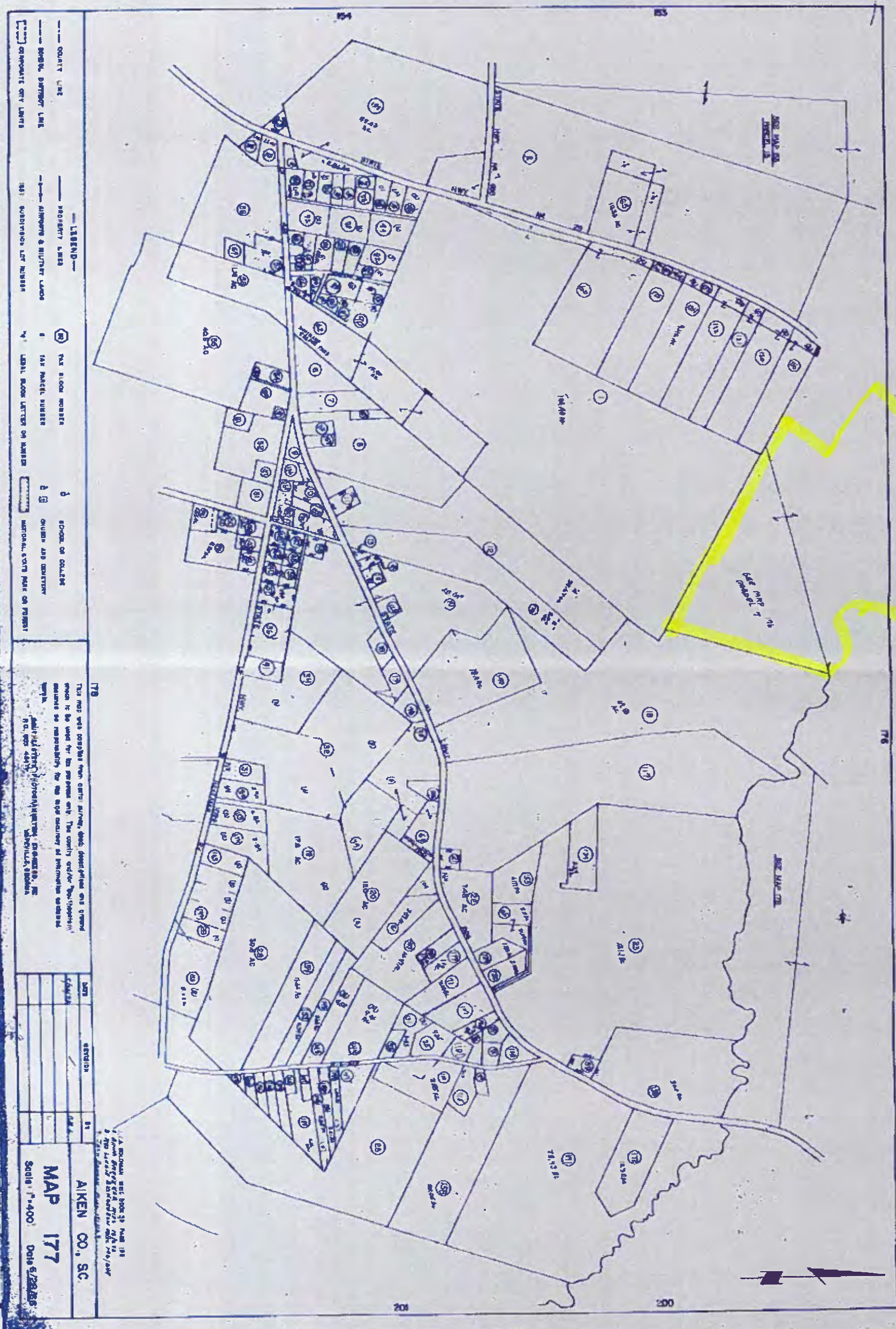
Aiken County

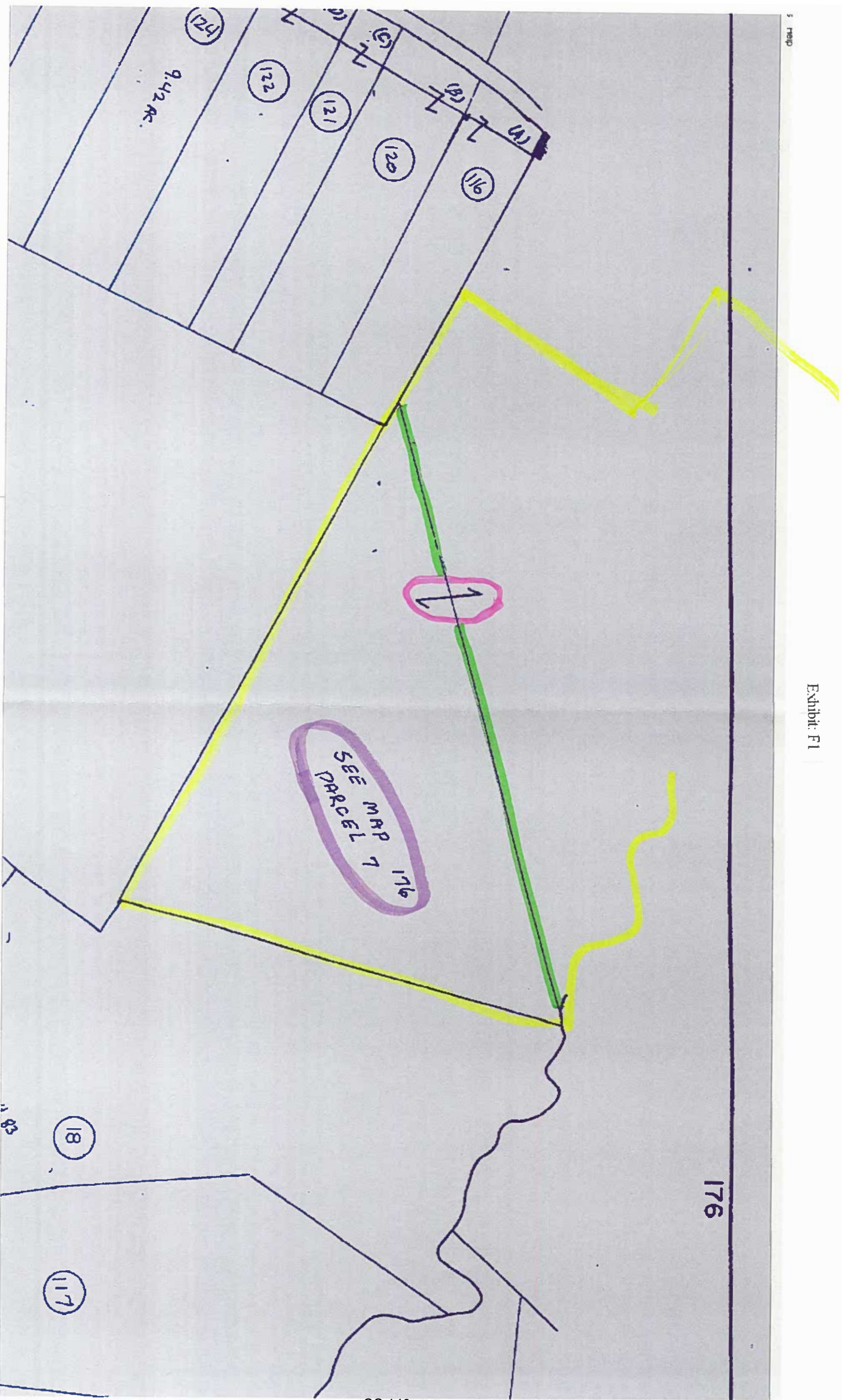






This map was compiled from aerial survey data described







REZONING APPLICATION

Rezoning – RD/RUD, Residential Multifamily Development/Rural Development District to RUD, Rural Development District

DATE

March 8, 2024

PROPOSED DEVELOPMENT

Petitioner:

Marshall Lee Boyd and John Charles Boyd

Property Owner:

Marshall Lee Boyd and John Charles Boyd

Agent:

N/A

Location:

Aiken County Tax Parcel Number: 135-19-01-001

100 Cooks Bridge Rd

Southeast corner at intersection of Wire Rd (S-49) and Cooks Bridge Rd (S-29) – see Attachment 2

Development Status and History

Submission Status:

Initial request. No previous rezoning applications on file for this property.

Previous Approvals:

N/A

Conditions of Previous Approvals:

N/A

Property Configuration

Acreage:

152.22 acres

Proposed Number of Lots and Configuration:

Single lot

Current Use:

Vacant/Undeveloped

Proposed Uses:

Potential buyer would like to use large portion of property as nature preserve, as well as build a bed and breakfast

inn, horse stables, organic garden, a community organic test kitchen, and riding and hiking trails.
(As stated on application)

*Consistency with Adopted
Future Land Use Plan*

The Aiken County Comprehensive Plan Update, 2014 – 2024 adopted by Council Ordinance 16-08-04 and effective on June 6, 2016 addresses the future land use needs and objectives for the county. Section 7, Land Use of the plan outlines goals for achieving the stated vision.

Related to the requested rezoning and the subject property, the vision calls for “Safe neighborhoods and environs” and “Heathy Communities.” In support of the vision, the plan lists the following goals:

1. Enhance the outcome of development and promote land use compatibility
2. Create and sustain a healthy, livable land use pattern.

A healthy livable land use pattern is characterized by:

- Stable, attractive, and diverse neighborhoods.
- An arrangement of land uses which optimizes investments in existing infrastructure, and minimizes investments in new and existing infrastructure.

The proposed zoning classification is compatible and consistent with the existing zoning pattern in nearby and surrounding parcels.

Current Zoning:

RD, Residential Multifamily Development District/RUD, Rural District

- Permitted Land Uses: The RD district is intended to promote and accommodate housing development that meets the diverse economic and social needs of a diverse population. The district is designed and intended to allow for the development of a variety of housing styles, types and densities on small lots or in project settings, including single-family, duplexes, triplexes, air-space condominiums, rental apartments, patio homes, townhouses, residentially designed manufactured homes,

etc., and to do so in a protected, compatible residential environment. This district is intended for application in areas accessible by major streets, and in proximity to commercial uses, employment opportunities and community facilities.

The RUD district conforms with the area and development regulations of the Rural District designation contained in the County's 1984 Development Standards Ordinance. It also embraces the same development objectives of its predecessor: "To facilitate (for the area) the adequate provision of transportation, water, sewage disposal, and other public improvements and services."

- Minimum Lot Size: 10,000 sq.ft. – RD
N/A - RUD
- Minimum Lot Width at Building Line: 80 feet
- Structures per Lot: Two (2) in RD/ N/A in RUD
- Maximum Impervious Surface: 45% in RD/ N/A in RUD
- Residential Setbacks: 50/40/30 feet depending on the street classification, Side 10 feet, Rear 20 feet

Proposed Zoning:

RUD, Rural District:

Permitted Land Uses: The RUD district conforms with the area and development regulations of the Rural District designation contained in the County's 1984 Development Standards Ordinance. It also embraces the same development objectives of its predecessor: "To facilitate (for the area) the adequate provision of transportation, water, sewage disposal, and other public improvements and services."

- Permitted Land Uses – Generally, all uses are permitted except sexually oriented businesses and junk yards. Uses are subject to conditions and performance measures.
- Minimum Lot Size: No minimum lots size for residential, 1 acre minimum for non-residential uses
- Minimum Lot Width at Building Line: 80 feet
- Structures per Lot: (Section 24-8.4) No limit – must have 20 feet minimum between structures
- Maximum Impervious Surface: No maximum

- Residential Setbacks: 50/40/30 feet depending on the street classification, Side 10 feet, Rear 20 feet

Surrounding Developments and Uses:

Properties to the north: low density, single-family residential and undeveloped - zoned RUD

Properties to the south: low density, agricultural (equestrian facility) and single-family residential – zoned RD

Properties to the east: low density, single-family residential and undeveloped - zoned RUD/AP

Properties to the west: low density, governmental/public use and undeveloped - zoned UD/RUD

Street Extensions or New Streets:

None requested in conjunction with the proposed rezoning or use.

Water and Sewer:

Site is located in the Montmorenci/Couchton Water service area. It is unclear whether public water is available to the site. Sanitary sewer is not available.

PLANNING STAFF EVALUATION

Reviewed by: Amanda J. Sievers, Development Official

Site Visits Conducted:

Recommendation: The proposed RUD rezoning as requested by the applicant is consistent with the Comprehensive Plan and the surrounding land uses.

Staff Comments:

Comprehensive Plan

Section 7 of the County Comprehensive Plan presents a vision of safe neighborhoods and healthy communities. The plan expands on the vision by articulating the goals of compatible land use patterns and sustainable neighborhoods. One of the tools available for implementation of the land use goals is the zoning scheme adopted by the County Council. The requested change to the zoning classification for 100 Cooks Bridge Rd., Parcel #135-19-01-001 must be evaluated on whether it promotes or works against the stated goals. The

evaluation must examine the uses permitted by right and conditionally in the requested district rather than the single proposed use presented by the applicant.

Compatible Land Use. The predominant land use surrounding the subject property is low density single-family residential and undeveloped/vacant, as reflected in Attachments 2 and 3. The land use pattern surrounding the subject project is compatible with the proposed RUD classification as described in Section 24-2.2 of the County Land Management Regulations as facilitating “the adequate provision of transportation, water, sewerage disposal, and other public improvements and services.” An inspection of the use tables in Section 24-2.6 shows a wide range of uses that are permitted as long as adequate access, water, and sewer are provided. The proposed rezoning introduces the opportunity for land uses on the subject property including an equestrian farm, bed and breakfast inn, organic garden and nature preserve, all of which would be consistent with the adjacent land uses.

Drainage

The subject property is traversed by Shaw Creek from west to east and is located within the Upper South Fork Edisto River watershed. A large portion of the property is located within the FEMA flood zone AE. Also identified on the property are freshwater forested/shrub wetland habitats.

ATTACHMENTS

1. Application
2. Location Map
3. Zoning Map

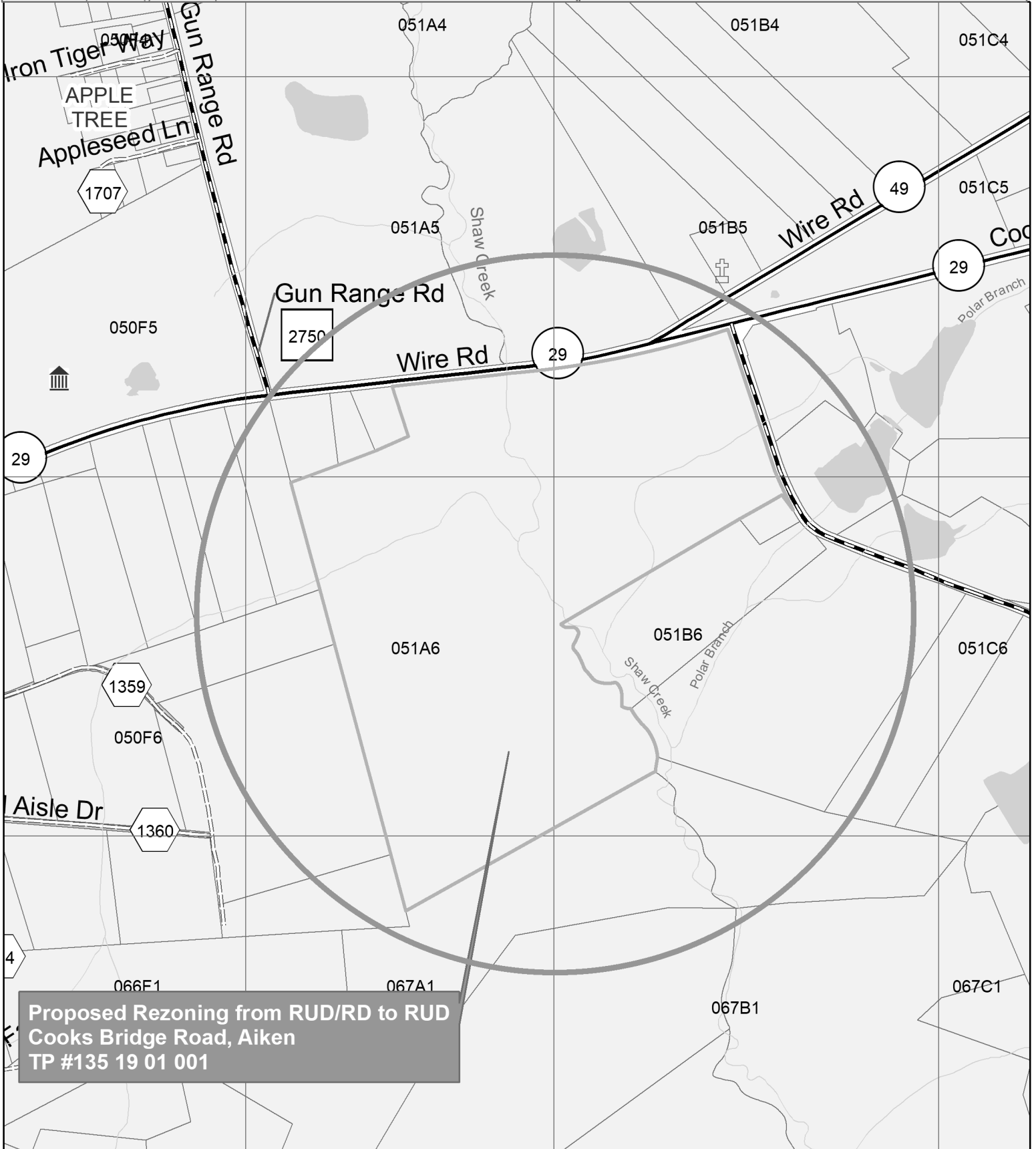
Proposed Rezoning - County Atlas Reference

NOTE: The proposed zoning change(s) indicated hereon is (are) NOT OFFICIAL, until such time as the Aiken County Council approves change(s).

Joel T. Duke 4/11/2024

Aiken County Planning & Development

**Proposed Rezoning from RUD/RD to RUD
Cooks Bridge Road, Aiken
TP #135 19 01 001
Page 051, Grid A5, B5, A6, & B6**



**Proposed Rezoning from RUD/RD to RUD
Cooks Bridge Road, Aiken
TP #135 19 01 001**

Proposed Rezoning from RD/RUD to RUD
100 Cooks Bridge Road (S-29)
TP #135-19-01-001



Aiken County
Planning & Development Dept.
3/4/2024
Scale: 1 inch = 800 feet

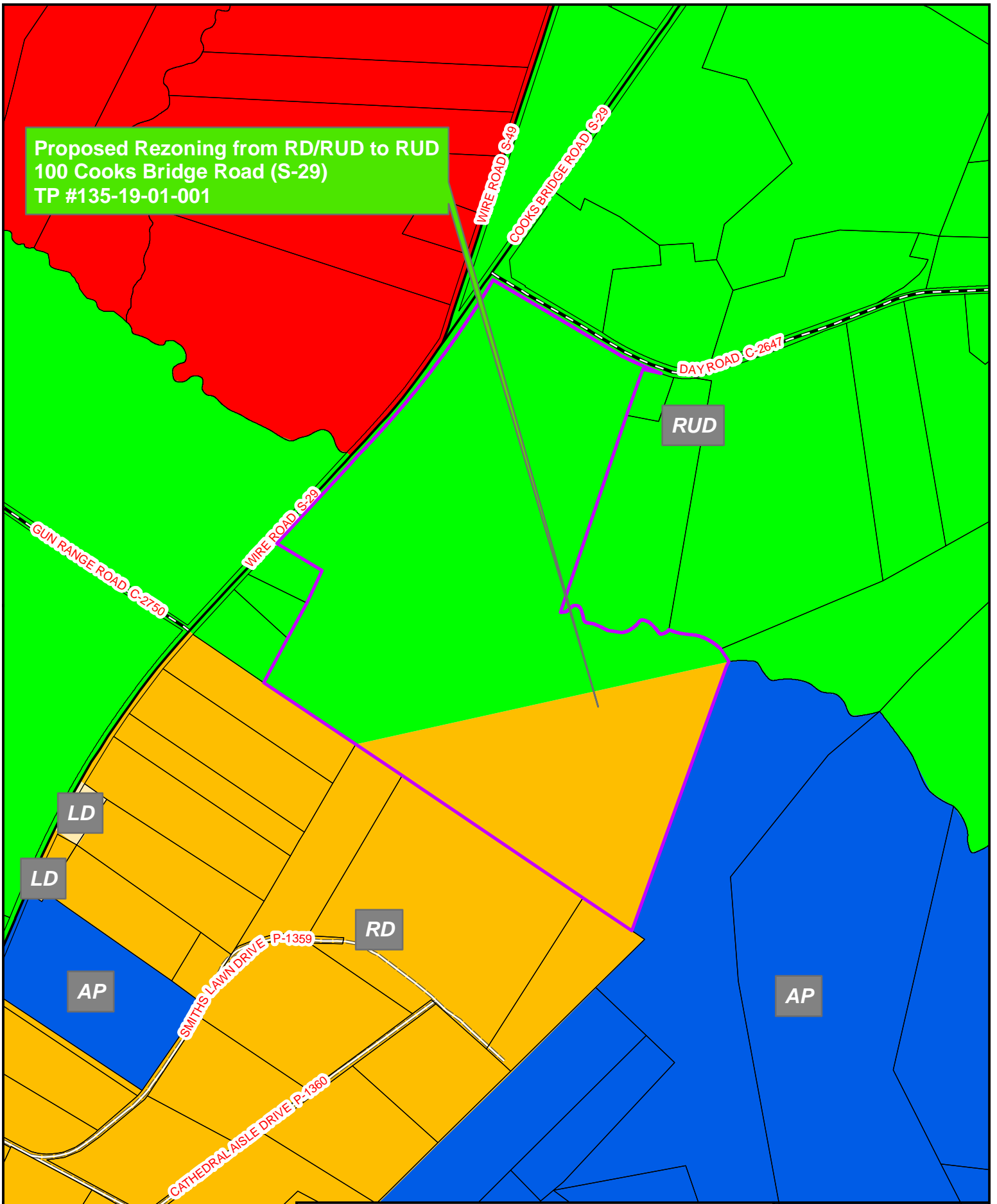


Proposed Rezoning from RD/RUD to RUD
100 Cooks Bridge Road (S-29)
TP #135-19-01-001



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Proposed Rezoning from RD/RUD to RUD
100 Cooks Bridge Road (S-29)
TP #135-19-01-001



Aiken County
Planning & Development Dept.
3/4/2024
Scale: 1 inch = 800 feet



Proposed Rezoning from RD/RUD to RUD
100 Cooks Bridge Road (S-29)
TP #135-19-01-001



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**AIKEN COUNTY COUNCIL
CONTINGENCY FUND FY2024**

STATUS REPORT AS OF March 20, 2024

BALANCE OF CONTINGENCY FUND TO DATE: \$14,580.00

FY 2024 APPROPRIATIONS

Resolution #	Allocations	District #	Request	
23-07-130	City of New Ellenton	2	Annual Atomic City Festival	(\$850.00)
	Belvedere Girls Softball	5	Upgrades needed at Johnny Wood Park	(\$1,000.00)
	Redcliffe Elementary	7	Support of student resources & materials	(\$500.00)
23-08-144	Georgia-Carolina Boy Scouts	4	Annual Sponsorship Program	(\$100.00)
	Town of Jackson	2	Annual Hook & Cook Festival	(\$500.00)
	Aiken County Firefighter's Assoc.	At-Large, 1,3,7 (\$200 each)	Heroes Remembered Walk	(\$1,000.00)
	Horse Creek/Midland Valley Veterans Park	3	Assist with Facility Operations	(\$1,000.00)
	Warrenville Community Council	6	Assist with Facility Maintenance	(\$1,000.00)
	Olde Town Presevation	4 & 5 (\$500 ea)	Annual Colonial Times Event	(\$1,000.00)
	Aiken Symphony Orchestra	7	Advertising Ad	(\$275.00)
23-09-161	Aiken Symphony	At-Large	Advertising Sponsorship	(\$375.00)
	Pine Grove Baptist Church	3	Funding Assistance to Church	(\$1,000.00)
	LBC Historical Society	3 & 4 (500 ea)	LBC Musuem	(\$1,000.00)
	Aiken Lion's Club	7	Charity Golf Outing	(\$200.00)
	Wreaths Across America	At-Large (200) 2,4,5 (100 ea)	Arlington Wreath Project in Aiken	(\$500.00)
Beech Island Historical Society	At-Large (500) 3 (500)	Funding Assistance	(\$1,000.00)	
23-10-180	FOTAS	1 (\$200) 2 (\$100)	No paperwork	(\$300.00)
	Clean Up Aiken	1 (\$200) 2 (\$100)	No paperwork	(\$300.00)
	Children's Place	7 (\$500) 2,3,4 (\$100 ea)	Celebrity Waiter Night	(\$800.00)
	Jackson First Alert	At-Large (\$200) 2 (\$200)	No paperwork	(\$400.00)
	Friends of the Nancy Carson Library	4&5 (\$500 ea)	No paperwork	(\$1,000.00)
23-11-194	Midland Valley High School Fundraiser	3 & 4 (\$150 each)		(\$300.00)
	North Augusta Rotary Club	4 & 5 (\$500 each)		(\$1,000.00)
	USC-Aiken Martin Luther King, Jr. Event	At-Large (\$200), 3 (\$100), 4 & 2 (\$50 each), 8 (\$300)		(\$700.00)
	ACTS	At-large (\$200), 4 & 2 (\$100 each), 8 (\$300)		(\$700.00)
	The Valley Empty Stocking Fund	At-Large, 4 & 8 (\$200 each), 3 (\$400)		(\$1,000.00)
	Beech Island Garden Club	3 (\$500)		(\$500.00)
	Midland Valley Fire Department	3 (\$500), 4 & 2 (\$250 each),		(\$1,000.00)
	Breezy Hill Baptist Church	At-Large & 8 (\$200 each), 4, 5 & 7 (\$100 each), 6 (\$300)		(\$1,000.00)
JW Nicholson Village Community	8 (\$500)		(\$500.00)	
23-12-208	Aiken Youth Polo	7 (\$500)		(\$500.00)
	Hankinson Boxing Gym	At-Large & 1 (\$200 each)		(\$400.00)
	Chapel Emanuel	1 (\$170)		(\$170.00)
	Aiken Music Fesital/Joye in Aiken	7 (\$500)		(\$500.00)
	North Augusta Lions Club	4 & 5 (\$500 each)		(\$1,000.00)
24-01-07	Aiken-Augusta Wounded Warrior	At-Large, 2,5,6 (\$200 ea), 1 & 4 (\$100 ea)	Charity Golf Tournament	(\$1,000.00)
	Mental Health of America- Aiken County	7	Black Tie Bingo Event	(\$1,000.00)
	Silver Bluff High School Booster Club	2	Athletic Hall of Fame Gala	(\$750.00)
	Gloverville Elementary School	At-large (100), 3 (50) 8 (200)	Valentine Court Sponsorship	(\$350.00)
24-02-18	Clean Up Aiken	At-Large & 7 (\$200 ea)	Advertising &Event Sponsorship	(\$400.00)
	Boy Scouts of America	4 (\$100)	Program Sponsorship	(\$100.00)
24-02-21	Clean Up Aiken	8	Advertising & Event Sponsorship	(\$300.00)
	American Legion Post 212	At-Large, 2 (300 ea) 4 (400)	Palmetto Boys State Program	(\$1,000.00)
	Wagener VFW Post 6304	1	Program funding & assistance	(\$250.00)
24-03-37	American Legion Post 71	4 & 5 (\$500 ea)	Palmetto Boys State Program	(\$1,000.00)
24-03-43	Eyes on Aiken	1 (\$300) 7 (\$200) 8 (\$400)	Beautification Projects	(\$900.00)

**Contingency Fund By District
Expenditures and Balances as of March 20, 2024
(Each District begins the Fiscal Year with \$5000)**

	<u>District</u>	<u>Spent</u>	<u>Available</u>
Bunker	At-Large	\$3,275	\$1,725
Felder	1	\$1,620	\$3,380
Kellems	2	\$3,600	\$1,400
Feagin	3	\$5,000	\$0
Mobley	4	\$4,750	\$250
Haskell	5	\$3,900	\$1,100
Napier	6	\$1,500	\$3,500
Siders	7	\$4,375	\$625
Hightower	8	\$2,400	\$2,600
TOTAL		<u>\$30,420</u>	<u>\$14,580</u>