



Agenda Packet for  
March 11, 2024  
Regular Session



**AGENDA**  
**LAURENS COUNTY COUNCIL**  
**MARCH 11, 2024 – 6:00 PM**  
**HILLCREST COMPLEX EAST- 105 BOLT DR.**

1. Call to Order
2. Invocation – Vice Chairman Carroll
3. Pledge of Allegiance
4. Approval of Agenda – March 11, 2024
5. Approval of Minutes – February 12, 2024- Regular Session
6. Public Comment – *(Required to sign in prior to meeting)*
7. Reports to Council
  - a. Review- Fiscal Year 2022-2023 Audit- Will Walls of Love Bailey
  - b. Website Proposal- Christopher Mumford of Schneider Geospatial
8. Old Business:
  - a. Council Submission – Approval of Appointments – County Boards, Commissions & Committees
  - b. Public Hearing, Ordinance #960: Hunter Industrial A Building Owner, LLC FILOT
  - c. Third Reading, Ordinance ##960: Hunter Industrial A Building Owner, LLC FILOT
  - d. Public Hearing, Ordinance #961: Hunter Industrial A Building Owner, LLC MCIP Agreement Amendment
  - e. Third Reading, Ordinance #961: Hunter Industrial A Building Owner, LLC MCIP Agreement Amendment
  - f. Second Reading, Ordinance #962: An ordinance to secure funding for County facilities
  - g. Second Reading, Ordinance #963: An ordinance to purchase real property located in Joanna from the Nature Conservancy
9. New Business:
  - a. Approval- Resolution 2024-7C: LCWSC requests water line easement on Laurens County Property
  - b. Approval- Resolution 2024-1CN: Disabilities Awareness Month
  - c. Approval- Resolution 2024-2CN: Fair Housing
10. County Council Comments
11. Adjournment



# Minutes:

February 12, 2024- Regular Session



**MINUTES**  
**LAURENS COUNTY COUNCIL**  
**FEBRUARY 12, 2024 – 6:00 PM**  
**LAURENS COUNTY VOTERS REGISTRATION / VETERAN AFFAIRS**  
**BUILDING – 105 BOLT DRIVE**

**ATTENDING COUNTY COUNCIL MEMBERS:** Chairman W. Brown Patterson; Vice Chairman Jeffrey D. Carroll; Council Member M. Kemp Younts; Council Member Luke Rankin, Council Member Diane B. Anderson; Council Member Shirley H. Clark; and Council Member David Tribble, Jr.

**ATTENDING COUNTY ADMINISTRATIVE STAFF:** Thomas R. Higgs, II, County Administrator; Melissa D. Ferqueron, Deputy County Administrator; Sandy Cruickshanks, Special Counsel, Deborah Moody, Legal Assistant; and Cheyenne Noffz, Clerk to Council

**ATTENDING DEPARTMENT HEADS:** Billy Wilson, Director of Public Works; Tammi Hanks, IT Director; Tor Ellstrom, Building Codes Official; Patti Canupp, Chief Deputy Coroner; GW Dailey, Assessor; Chris McCord, E911 Director; Kevin Uldrick, EMS Director; Renita Barksdale, Library Director; Carey Bolt, VA Director; Lynn West, VR and Elections Director

**ATTENDING PRESS:** FOX Carolina

**AGENDA ITEMS:** 1) Call to Order; 2) Invocation- Vice Chairman Carroll; 3) Pledge of Allegiance; 4) Approval of Agenda – February 12, 2024; 5) Approval of Minutes – January 8, 2024- Regular Session, December 5, 2023- Special Called Meeting; 6) Special Recognition; 7) Public Comment; 8) Reports to Council; 9) Old Business; 9a. Council Submission- Approval of Appointments- County Boards, Commissions, & Committees; 9b. Public Hearing, Ordinance #956: Upstate Pregnancy Center Land Option; 9c. Third Reading, Ordinance #956: Upstate Pregnancy Center Land Option; 9d. Public Hearing, Ordinance #957: Joanna Solar, LLC FILOT F/K/A Project Joanna; 9e. Third Reading, Ordinance #957: Joanna Solar, LLC FILOT F/K/A Project Joanna; 9f. Public Hearing, Ordinance #958: Yorkshire Holdings, LLC FILOT F/K/A Project Yorkshire; 9g. Third Reading, Ordinance # 958: Yorkshire Holdings, LLC FILOT F/K/A Project Yorkshire; 9h. Public Hearing, Ordinance #959: Joanna Solar, LLC and Yorkshire Holdings, LLC MCIP Amendment; 9i. Third Reading, Ordinance #959: Joanna Solar, LLC and Yorkshire Holdings, LLC MCIP Amendment; 9j. Second Reading, Ordinance #960: Project Hunter Industrial Park- Building FILOT; 9h. Second Reading, Ordinance #961: Project Hunter Industrial Park-Building MCIP Amendment; 10) New Business; 10a. First Reading, Ordinance #962: “By Title Only”- An ordinance to secure funding for County facilities; 10b. First Reading, Ordinance #963: “By Title Only”- An ordinance to purchase real property from the Nature Conservancy; 10c. Approval- Resolution 2024-2C: 250<sup>th</sup> Patriots Sullivan-Dunklin Chapter Plaque; 10d. Approval- Resolution 2024-3C: 100 years of Rotary Time Capsule; 11) County Council Comments; 12) Executive Session\*; 12a. Human Resources- Legal Department; 13) Adjournment

**MEETING NOTIFICATION:** County Council members and applicable Department Heads, press, and general public were notified of the meeting in a timely manner, including postings of the Agenda on the County website.

**CALL TO ORDER:** Chairman Patterson called the meeting to order at 6:00 PM.

**INVOCATION AND PLEDGE OF ALLEGIANCE:** Chairman Patterson invited all to stand for the invocation and pledge where both were led by Vice Chairman Carroll.

**APPROVAL OF AGENDA:** COUNCIL MEMBER RANKIN made a MOTION to approve the agenda for February 12, 2024- Regular Session; it was SECONDED by COUNCIL MEMBER CLARK, **vote 7-0.**

**APPROVAL OF MINUTES:** COUNCIL MEMBER CAROLL made a MOTION to approve the minutes from January 8, 2024- Regular Session and December 5, 2023- Special Called Meeting; it was SECONDED by COUNCIL MEMBER TRIBBLE, **vote 7-0.**

**SPECIAL RECOGNITION:** Chairman Patterson called on Building Code Official, Tor Ellstrom, to recognize the retirement of Mack Brown. Mr. Ellstrom communicated Mr. Brown had been with the county for twenty-one years and worked under four Building Officials. Chairman Patterson made a MOTION to approve a commemoration to acknowledge the retirement of Mack Manley Brown; it was SECONDED by COUNCIL MEMBER ANDERSON, **vote 7-0.**

**PUBLIC COMMENT:**

Susan Schraner of Cross Hill approached the podium to address Council regarding the Ambulance being moved from the Cross Hill station. Her concerns include fear for the elderly community within Cross Hill having an increased response time. She pleaded to Council to reconsider the move of the Ambulance. She also wanted to inquire about murals being painted around the Town of Cross Hill.

Chairman Patterson advised normally there would not be dialogue to public comment, however, he did want to address the reasoning behind moving the Ambulance from the Cross Hill station. He communicated that EMS and staff evaluate the coverage of Emergency Medical Services annually, sometimes more often than that. During the most recent evaluation, it was determined that one transport for EMS by Ambulance was coming out of Cross Hill every two days; compared to one transport coming out of Laurens every two hours. Chairman Patterson assured her that in place of the BLS Ambulance, there would be an ALS QRV truck stationed there 24/7; this allows quicker response time with the same level of service while an Ambulance is on the way.

Nancy Garrison of Fountain Inn approached the podium to communicate her concerns regarding the previous Planning Commission meeting.

**REPORTS TO COUNCIL:**

County Administrator Higgs communicated that Chairman Patterson was spot on with his explanation of why the Ambulance was moved from Cross Hill; while adding that the decision to move the box was a very calculated and thought-out decision.

Council Member Rankin inquired with Mr. Higgs regarding an update on the website. Mr. Higgs advised that staff has been in contact with a company about a “community website” that handles some of the Laurens County webpages, already. He also communicated that there would be a conference call with them tomorrow with plans for them to be at the March meeting.

County Administrator Higgs communicated that he and Mr. Cruickshanks had been going back and forth in attempts to come up with a potential opportunity for employees to contribute unused “sick” time to an employee and spouse who are currently being faced with a severe health battle. Mr. Higgs recommended Council authorize him to move forward with a one-time pool of time for this particular employee. Council Member Anderson suggested looking at the State policy, as they have a similar policy. CHAIRMAN PATTERSON made a MOTION to authorize the County Administrator and legal counsel to provide a plan for employees to contribute unused leave time to employee and spouse, as well as authorize the County Administrator to work on a permanent policy for the new employee handbook; it was SECONDED by COUNCIL MEMBER RANKIN. During discussion of this motion, Council Member Anderson suggested bringing a policy to reference before the production of the new employee handbook. CHAIRMAN PATTERSON *amended* the motion to authorize the County Administrator and legal counsel to provide a plan for employees to contribute unused leave time to employee and spouse, as well as authorize the County Administrator to work on getting a policy together to bring back when prepared; it was SECONDED by Council Member Rankin, **vote 7-0.**

**OLD BUSINESS:**

- a. **Council Submission – Approval of Appointments – County Boards, Commissions, and Committees:** None at this time.
- b. **Public Hearing, Ordinance #956: Upstate Pregnancy Center Land Option:** Brenda Stewart communicated with Council the initiatives that the Upstate Pregnancy Center will be offering, as well as the steps they are taking now, to raise funds. Council Member Anderson thanked Ms. Stewart for elaborating on the efforts Upstate Pregnancy Center will offer, seeing as DHEC and DSS are lacking in services. Ms. Stewart responded that the Upstate Pregnancy Center will not only be somewhere for those to go when they find out they are pregnant; it will be there for the duration of their life. Chairman Patterson opened the floor for Public Hearing, Ordinance #956 at 6:38pm; seeing no one approach to speak, public hearing was closed at 6:39pm.
- c. **Third Reading, Ordinance #956: Upstate Pregnancy Center Land Option:** COUNCIL MEMBER TRIBBLE made a MOTION to approve Third Reading, Ordinance #956: Upstate Pregnancy Center Land Option; it was SECONDED by VICE CHAIRMAN CARROLL, **vote 6-0-1**, Council Member Rankin abstaining due to being on the board for Upstate Pregnancy Center.
- d. **Public Hearing, Ordinance #957: Joanna Solar, LLC FILOT F/K/A Project Joanna:** Lynne Finley with the LCDC advised Joanna Solar, LLC is a \$37.5 million investment that will bring in a \$168,000 FILOT payment, annually, with no changes since Second Reading. Chairman Patterson opened the floor for Public Hearing, Ordinance #957 at 6:41pm; seeing no one approach to speak, public hearing closed at 6:41pm.
- e. **Third Reading, Ordinance #957: Joanna Solar, LLC FILOT F/K/A Project Joanna:** COUNCIL MEMBER TRIBBLE made a MOTION to approve Third Reading, Ordinance #957: Joanna Solar, LLC; it was SECONDED by VICE CHAIRMAN CARROLL, **vote 7-0**.
- f. **Public Hearing, Ordinance #958: Yorkshire Holdings, LLC FILOT F/K/A Project Yorkshire:** Ms. Finley advised Yorkshire Holdings, LLC is a \$45 million investment that will bring in a \$202,000 FILOT payment, annually, with no changes since Second Reading. Chairman Patterson opened the floor for Public Hearing, Ordinance #958 at 6:42pm; seeing no one approach to speak, public hearing closed at 6:42pm.
- g. **Third Reading, Ordinance #958: Yorkshire Holdings, LLC FILOT F/K/A Project Yorkshire:** VICE CHAIRMAN CARROLL made a MOTION to approve Third Reading, Ordinance #958: Yorkshire Holdings, LLC; it was SECONDED by COUNCIL MEMBER TRIBBLE, **vote 7-0**.
- h. **Public Hearing, Ordinance #959: Joanna Solar, LLC and Yorkshire Holdings, LLC MCIP Amendment:** Ms. Finley reiterated that this is just adding Joanna Solar, LLC and Yorkshire Holdings, LLC into the Octagon I MCIP. Chairman Patterson opened the floor for Public Hearing, Ordinance #959 at 6:43pm; seeing no one approach to speak, public hearing closed at 6:43pm.
- i. **Third Reading, Ordinance #959: Joanna Solar, LLC and Yorkshire Holdings, LLC MCIP Amendment:** COUNCIL MEMBER RANKIN made a MOTION to approve Third Reading, Ordinance #959: Joanna Solar, LLC and Yorkshire Holdings, LLC; it was SECONDED by VICE CHAIRMAN CARROLL, **vote 7-0**.
- j. **Second Reading, Ordinance #960: Project Hunter Industrial Park- Building FILOT Agreement:** Project Hunter Industrial Park Building is a 620,000 square foot Spec Building with no changes since First Reading. COUNCIL MEMBER ANDERSON made a MOTION to approve Second Reading, Ordinance #960; it was SECONDED by COUNCIL MEMBER CLARK, **vote 7-0**.
- k. **Second Reading, Ordinance #961: Project Hunter Industrial Park- Building MCIP Agreement Amendment:** COUNCIL MEMBER CLARK made a MOTION to approve Second Reading, Ordinance #961 to place the Project Hunter Industrial Park Building in a MCIP; it was SECONDED by VICE CHAIRMAN CARROLL, **vote 7-0**.

**NEW BUSINESS:**

- a. **First Reading, Ordinance #962: “By Title Only”- An ordinance to secure funding for County facilities:** Mr. Higgs communicated that this is the first step to secure funding for county improvements for the Historical Courthouse and EOC. The ordinance has been approved by Bond Counsel. VICE CHAIRMAN CARROLL made a MOTION to approve First Reading, Ordinance #962: “By Title Only”- an ordinance to secure funding for the county facilities; it was SECONDED by COUNCIL MEMBER ANDERSON, **vote 7-0.**
- b. **First Reading, Ordinance #963: “By Title Only”- An ordinance to purchase real property from the Nature Conservancy:** County Administrator Higgs voiced that this ordinance is a continuation of proposal of a 335 acre track of land in Joanna in an effort for recreation. Mr. Howard was able to get the County approved up to \$350,000, while he was able to get the purchase price down to \$125,000. COUNCIL MEMBER TRIBBLE made a MOTION to approve the First Reading, Ordinance #963: “By Title Only”- an ordinance to purchase real property from the Nature Conservancy; it was SECONDED by COUNCIL MEMBER RANKIN, **vote 7-0.**

CHAIRMAN PATTERSON made a MOTION to authorize the County Administrator to enter into a letter of intent to purchase the property, pending third and final reading; it was SECONDED by VICE CHAIRMAN CARROLL, **vote 7-0.**

- c. **Approval- Resolution 2024-2C: 250<sup>th</sup> Patriots Sullivan-Dunklin Chapter Plaque:** Dianne Culbertson from the Daughters of American Revolution approached Council requesting to put a bronze marker in recognition for the American Revolution soldiers on the Historic Courthouse grounds. Chairman Patteson communicated that the Historic Courthouse and landscape is being constructed and would love to have a ceremony, however, it may be a little while before the plaque would be installed. Council Member Anderson voiced she liked the idea, however, she wanted to make sure things are going to be put where they need to be. Mr. Higgs communicated the landscaping is in progress and expect to bring visuals for viewing, soon. MOTION???
- d. **Approval- Resolution 2024-3C: 100 years of Rotary Time Capsule:** Joe Babb from the Laurens Rotary celebrated 100 years of service and has already put up a bronze plaque at the City of Laurens Park recognizing the National Rotary 100 years. Mr. Babb requested a time capsule, a 100 year stainless steel cylinder with a blue granite cap, be placed on the Historic Courthouse grounds. He encouraged Council to put different things in the capsule, as it would be extracted and opened 50 years from the installation date. COUNCIL MEMBER TRIBBLE made a MOTION to approve Resolution 2024-3C; it was SECONDED by CHAIRMAN PATTERSON, **vote 7-0.** Chairman Patterson communicated the current monuments on the Historic Courthouse grounds will not be moved but will be cleaned and secured with better protection.

**COUNTY COUNCIL COMMENTS:**

Council Member Clark had no comment.

Council Member Rankin communicated the passing of good friend and Parks, Recreation, and Tourism committee member; Tom Stevenson, while encouraging to remember him. Mr. Rankin expressed his appreciation for the update on the website as he wants to be sure to show transparency and increase the ease of accessibility. He transitioned his comments towards the budget season coming up. Lastly, Council Member Rankin announced he would be running for State House District 14.

Council Member Tribble commented on the Ambulance being moved from Cross Hill, pointing out that it’s a matter of skilled people and equipment making it to the issue. Historically, EMS has been understaffed, however, now that compensation has been fixed, there may have been one vacancy at any given time, but not ten. He concluded that Laurens County has been on top of this and making documental progress.

Council Member Younts had no comment.

Council Member Anderson communicated that February is Black History Month and wanted to recognize a mentor and friend, Hattie Shands Suber; former teacher, Assistant Principal, and District 56 Board of Trustee. Ms. Suber was actively involved in civic opportunities while being a recipient of the Henry Laurens Award.

Vice Chairman Carroll congratulated Council Member Rankin on his opportunity to run for House. He transitioned his comments to express his appreciation towards the department heads for making changes for the betterment of the County, however, often citizens don't understand why things change. Mr. Carroll concluded that everyone wants to equally get the same response time and sometimes that may require us to move assets.

Chairman Patterson voiced that Council has done a great job funding the department, however, the leadership of Kevin and Rick has a great deal with employment. Mr. Patterson also expressed his appreciation for Mr. Carroll, EMS Director for Spartanburg County, who can weigh into those decisions for Laurens County. He communicated the "thank you" letter from an employee who lost a family member and finished his comments by encourage during Black History Month, to research you haven't done before and learn something new.

**EXECUTIVE SESSION:** Chairman Patterson advised Council would be entering into Executive Session to discuss Employment Matters pertaining to the Legal Department. COUNCIL MEMBER RANKIN made a MOTION to enter into executive session; it was SECONDED by COUNCIL MEMBER CLARK, **vote 7-0**. Council entered into executive session at 7:25pm.

Council reconvened into Regular Session at 8:14pm where it was stated by Chairman Patterson no action was made in executive session and opened the floor for any motions to be made. COUNCIL MEMBER TRIBBLE made a MOTION to authorize the County Administrator to proceed in the complete hiring process for the County Attorney; it was SECONDED by COUNCIL MEMBER RANKIN, **vote 6-1**, Council Member Rankin in opposition.

**ADJOURNMENT:** COUNCIL MEMBER RANKIN made a MOTION to adjourn; it was SECONDED by VICE CHAIRMAN CARROLL, **vote 7-0**. The meeting was adjourned at approximately 8:15 PM.

Respectfully submitted,



Cheyenne G. Noffz,  
Clerk to Laurens County Council





# Old Business:

Public Hearing & Third Reading,  
Ordinance #960: Hunter Industrial A  
Building Owner, LLC FILOT



**AGENDA ITEM - REQUEST SHEET – COUNTY COUNCIL**

**ALL REQUESTS should be submitted by 1:00 P.M. on the Wednesday prior to the Tuesday meeting of Council. All other requests not submitted by the deadline will be retained and scheduled for the next meeting of Council.**

DATE OF REQUEST: March 6, 2024 (FOR MARCH 11, 2024, COUNTY COUNCIL MEETING)

DEPARTMENT / AGENCY: ECONOMIC DEVELOPMENT

NAME: A. "SANDY" CRUICKSHANKS, IV, SPECIAL COUNSEL

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_ EMAIL: \_\_\_\_\_

SIGNATURE: [Handwritten Signature]

SUBJECT MATTER REQUESTED (please be as specific as possible):

**PUBLIC HEARING - SEE THE ATTACHED ORDINANCE 960 REGARDING THE HUNTER INDUSTRIAL A BUILDING OWNER, LLC FILOT AGREEMENT (f/k/a Project Hunter Industrial Park-Building).**

FINANCIAL AMOUNT REQUESTED: SEE THE ATTACHED

SOURCE OF FUNDING: SEE THE ATTACHED

**(PLEASE – attach subject matter document pages as necessary)**

**FOR OFFICE USE ONLY**

REQUEST ASSIGNED TO: \_\_\_\_\_ DATE RECEIVED: \_\_\_\_\_

DATE OF ASSIGNMENT: \_\_\_\_\_ DATE OF AGENDA: \_\_\_\_\_

DATE RESPONSE DUE: \_\_\_\_\_

COUNCIL ACTION: \_\_\_\_\_



**AGENDA ITEM - REQUEST SHEET – COUNTY COUNCIL**

**ALL REQUESTS should be submitted by 1:00 P.M. on the Wednesday prior to the Tuesday meeting of Council. All other requests not submitted by the deadline will be retained and scheduled for the next meeting of Council.**

DATE OF REQUEST: March 6, 2024 (FOR MARCH 11, 2024, COUNTY COUNCIL MEETING)

DEPARTMENT / AGENCY: ECONOMIC DEVELOPMENT

NAME: A. "SANDY" CRUICKSHANKS, IV, SPECIAL COUNSEL

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_ EMAIL: \_\_\_\_\_

SIGNATURE: [Handwritten Signature]

SUBJECT MATTER REQUESTED (please be as specific as possible):

THIRD READING - SEE THE ATTACHED ORDINANCE 960 REGARDING THE HUNTER INDUSTRIAL A BUILDING OWNER, LLC FILOT AGREEMENT (f/k/a Project Hunter Industrial Park-Building).

STAFF RECOMMENDS APPROVAL OF ORDINANCE 960.

FINANCIAL AMOUNT REQUESTED: SEE THE ATTACHED

SOURCE OF FUNDING: SEE THE ATTACHED

**(PLEASE – attach subject matter document pages as necessary)**

**FOR OFFICE USE ONLY**

REQUEST ASSIGNED TO: \_\_\_\_\_ DATE RECEIVED: \_\_\_\_\_

DATE OF ASSIGNMENT: \_\_\_\_\_ DATE OF AGENDA: \_\_\_\_\_

DATE RESPONSE DUE: \_\_\_\_\_

COUNCIL ACTION: \_\_\_\_\_

The above space is reserved for recording information.

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF LAURENS )

ORDINANCE #960

**AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT BY AND BETWEEN LAURENS COUNTY, SOUTH CAROLINA, AND HUNTER INDUSTRIAL A BUILDING OWNER, LLC WITH RESPECT TO CERTAIN ECONOMIC DEVELOPMENT PROPERTY IN THE COUNTY, WHEREBY SUCH PROPERTY WILL BE SUBJECT TO CERTAIN PAYMENTS IN LIEU OF TAXES, INCLUDING THE PROVISION OF CERTAIN SPECIAL SOURCE CREDITS; AND OTHER MATTERS RELATED THERETO.**

WHEREAS, LAURENS 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 Title 12, Chapter 44 (the "FILOT Act"), Title 4, Chapter 1 (the "Multi-County Park Act"), and Title 4, Chapter 29, of the Code of Laws of South Carolina 1976, as amended, to enter into agreements with industry whereby the industry would pay fees-in-lieu-of taxes with respect to qualified industrial projects; to provide infrastructure credits against payment in lieu of taxes for reimbursement in respect of investment in certain infrastructure enhancing the economic development of the County; through all such powers the industrial development of the State of South Carolina (the "State") will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate or remain in the State and thus utilize and employ the manpower, products and resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

WHEREAS, pursuant to the FILOT Act, and in order to induce investment in the County, the County Council adopted on December 11, 2023, an inducement resolution (the "Inducement Resolution") with respect to certain proposed investment by Hunter Industrial A Building Owner, LLC (the "Company") (which was known to the County at the time as "Project Hunter Industrial Park-Building A"), with respect to the acquisition, construction, and installation of land, buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute a new industrial speculative building in the County (collectively, the "Project"); and

WHEREAS, the Company has represented that the Project will involve an investment of approximately \$45,000,000 in the County within the Investment Period (as such term is defined in the hereinafter defined Fee Agreement; and

WHEREAS, 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

**WHEREAS**, pursuant to the authority of Section 4-1-170 of the Multi-County Park Act and Article VIII, Section 13 of the South Carolina Constitution, the County intends to cause the Project to the extent not already therein located, to be placed in a joint county industrial and business park such that the Project will receive the benefits of the Multi-County Park Act; and

**WHEREAS**, pursuant to the Inducement Resolution, the County has agreed to, among other things, (a) enter into a FILOT Agreement with the Company (the “Fee Agreement”), whereby the County would provide therein for a payment of a fee- in-lieu-of taxes by the Company with respect to the Project, and (b) provide for certain infrastructure credits to be claimed by the Company against its payments of fees-in-lieu-of taxes with respect to the Project pursuant to Section 4-1-175 of the Multi-County Park Act; and

**WHEREAS**, 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

**WHEREAS**, 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 ORDAINED**, by the County Council as follows:

Section 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.

Section 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 County Administrator is 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 Laurens County Auditor and Assessor. 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, her execution thereof to constitute conclusive evidence of her approval of any and all changes or revisions therein from the form of Fee Agreement now before this meeting.

Section 3. The County Administrator, for and on behalf of the County, is 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.

Section 4. 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.

Section 5. 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.

*[signatures on following page]*

AND IT IS SO ORDAINED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**LAURENS COUNTY COUNCIL:**

\_\_\_\_\_  
W. Brown Patterson, Jr., Council Chairman

\_\_\_\_\_  
Jeffrey Carroll, Council Vice Chairman

\_\_\_\_\_  
Diane B. Anderson, Council Member

\_\_\_\_\_  
Shirley H. Clark, Council Member

\_\_\_\_\_  
Kemp Younts, Council Member

\_\_\_\_\_  
David Tribble, Jr. Council Member

\_\_\_\_\_  
Luke S. Rankin, Council Member

ATTEST:

\_\_\_\_\_  
Thomas R. Higgs, II, Administrator  
Laurens County, South Carolina

\_\_\_\_\_  
Cheyenne G. Noffz, Clerk  
Laurens County Council  
Laurens County, South Carolina

First Reading: January 8, 2024  
Second Reading: February 12, 2024  
Public Hearing: March 11, 2024  
Third Reading: March 11, 2024

VOTE: \_\_\_\_\_

	FOR	AGAINST	ABSTAIN	ABSENT
Patterson	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Carroll	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Anderson	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Clark	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Younts	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Tribble	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rankin	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**A. "Sandy" Cruickshanks, IV**  
Special Counsel

**STATE OF SOUTH CAROLINA**

**COUNTY OF LAURENS**

I, the undersigned Clerk to County Council of Laurens County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of an ordinance which was given reading, and received majority approval, by the County Council at its meetings of January 8, 2024, February 12, 2024, and March 11, 2024, at which meetings a quorum of members of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council.

\_\_\_\_\_  
Clerk, Laurens County Council

Dated: March 11, 2024

3rd Reading. 2024.03.11





# Old Business:

Public Hearing & Third Reading,  
Ordinance #961: Hunter Industrial A  
Building Owner, LLC MCIP  
Agreement Amendment



**AGENDA ITEM - REQUEST SHEET – COUNTY COUNCIL**

**ALL REQUESTS should be submitted by 1:00 P.M. on the Wednesday prior to the Tuesday meeting of Council. All other requests not submitted by the deadline will be retained and scheduled for the next meeting of Council.**

DATE OF REQUEST: March 6, 2024 (FOR MARCH 11, 2024, COUNTY COUNCIL MEETING)

DEPARTMENT / AGENCY: ECONOMIC DEVELOPMENT

NAME: A. "SANDY" CRUICKSHANKS, IV, SPECIAL COUNSEL

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_ EMAIL: \_\_\_\_\_

SIGNATURE: [Handwritten Signature]

SUBJECT MATTER REQUESTED (please be as specific as possible):

**PUBLIC HEARING - SEE THE ATTACHED ORDINANCE 961 - HUNTER INDUSTRIAL A BUILDING OWNER, LLC (f/k/a Project Hunter Industrial Park-Building) MULTI-COUNTY INDUSTRIAL PARK AGREEMENT AMENDMENT.**

FINANCIAL AMOUNT REQUESTED: SEE THE ATTACHED

SOURCE OF FUNDING: SEE THE ATTACHED

**(PLEASE – attach subject matter document pages as necessary)**

**FOR OFFICE USE ONLY**

REQUEST ASSIGNED TO: \_\_\_\_\_ DATE RECEIVED: \_\_\_\_\_

DATE OF ASSIGNMENT: \_\_\_\_\_ DATE OF AGENDA: \_\_\_\_\_

DATE RESPONSE DUE: \_\_\_\_\_

COUNCIL ACTION: \_\_\_\_\_



**AGENDA ITEM - REQUEST SHEET – COUNTY COUNCIL**

**ALL REQUESTS should be submitted by 1:00 P.M. on the Wednesday prior to the Tuesday meeting of Council. All other requests not submitted by the deadline will be retained and scheduled for the next meeting of Council.**

DATE OF REQUEST: March 6, 2024 (FOR MARCH 11, 2024, COUNTY COUNCIL MEETING)

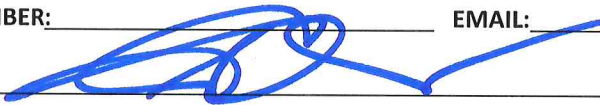
DEPARTMENT / AGENCY: ECONOMIC DEVELOPMENT

NAME: A. "SANDY" CRUICKSHANKS, IV, SPECIAL COUNSEL

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_ EMAIL: \_\_\_\_\_

SIGNATURE: 

SUBJECT MATTER REQUESTED (please be as specific as possible):

THIRD READING - SEE THE ATTACHED ORDINANCE 961 - HUNTER INDUSTRIAL A BUILDING OWNER, LLC (f/k/a Project Hunter Industrial Park-Building) MULTI-COUNTY INDUSTRIAL PARK AGREEMENT AMENDMENT.

STAFF RECOMMENDS APPROVAL OF ORIDNANCE 961.

FINANCIAL AMOUNT REQUESTED: SEE THE ATTACHED

SOURCE OF FUNDING: SEE THE ATTACHED

**(PLEASE – attach subject matter document pages as necessary)**

**FOR OFFICE USE ONLY**

REQUEST ASSIGNED TO: \_\_\_\_\_ DATE RECEIVED: \_\_\_\_\_

DATE OF ASSIGNMENT: \_\_\_\_\_ DATE OF AGENDA: \_\_\_\_\_

DATE RESPONSE DUE: \_\_\_\_\_

COUNCIL ACTION: \_\_\_\_\_

The above space is reserved for recording information.

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF LAURENS )

ORDINANCE #961

**AN ORDINANCE TO AMEND THAT CERTAIN AGREEMENT FOR THE DEVELOPMENT OF A JOINT COUNTY INDUSTRIAL AND BUSINESS PARK BY AND BETWEEN LAURENS COUNTY, SOUTH CAROLINA, AND GREENVILLE COUNTY, SOUTH CAROLINA DATED JANUARY 31, 2000 TO ENLARGE THE PARK TO ADD CERTAIN PROPERTY LOCATED IN LAURENS COUNTY (HUNTER INDUSTRIAL A BUILDING OWNER, LLC), AND TO ADDRESS OTHER MATTERS RELATED THERETO.**

WHEREAS, pursuant to an ordinance adopted April 23, 2000, by Laurens County Council, Laurens County and Greenville County entered into an agreement for development of a joint county industrial park dated as of January 31, 2000 (the "Park Agreement"); and

WHEREAS, pursuant to Section 3 of the Park Agreement, the boundaries of the park created therein (the "Park") may be enlarged pursuant to ordinances of the respective County Councils of Laurens County and Greenville County; and

WHEREAS, it is now desired that the boundaries of the Park be enlarged; and

WHEREAS, the expansion of the Park shall include certain tracts of real estate described in the schedule attached to this Ordinance as Exhibit A (as such description may be hereafter refined) ("Property"); and

NOW, THEREFORE, BE IT ORDAINED by the Laurens County Council in meeting duly assembled as follows:

**Section 1.** The Park Agreement is hereby and shall be amended to include the Property and to provide that the Park Agreement shall continue with respect to the Property until the expiration of any negotiated fee in lieu of tax and/or special source revenue credit agreement relating to such Property.

**Section 2.** The Amendment to the Park Agreement attached hereto as Exhibit B is hereby approved and the Chair of County Council and the Clerk to County Council are hereby authorized, empowered and directed to execute, acknowledge and deliver the Amendment to Project Hunter Industrial Park-Building A.

(Signature Page Follows)

AND IT IS SO ORDAINED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**LAURENS COUNTY COUNCIL:**

\_\_\_\_\_  
W. Brown Patterson, Jr., Council Chairman

\_\_\_\_\_  
Jeffrey Carroll, Council Vice Chairman

\_\_\_\_\_  
Diane B. Anderson, Council Member

\_\_\_\_\_  
Shirley H. Clark, Council Member

\_\_\_\_\_  
Kemp Younts, Council Member

\_\_\_\_\_  
David Tribble, Jr. Council Member

\_\_\_\_\_  
Luke S. Rankin, Council Member

ATTEST:

\_\_\_\_\_  
Thomas R. Higgs, II, Administrator  
Laurens County, South Carolina

\_\_\_\_\_  
Cheyenne G. Noffz, Clerk  
Laurens County Council  
Laurens County, South Carolina

First Reading: January 8, 2024  
Second Reading: February 12, 2024  
Public Hearing: March 11, 2024  
Third Reading: March 11, 2024

VOTE: \_\_\_\_\_

	FOR	AGAINST	ABSTAIN	ABSENT
Patterson	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Carroll	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Anderson	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Clark	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Younts	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Tribble	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rankin	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**A. "Sandy" Cruickshanks, IV**  
Special Counsel

**STATE OF SOUTH CAROLINA**

**COUNTY OF LAURENS**

I, the undersigned Clerk to County Council of Laurens County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of an ordinance which was given reading, and received majority approval, by the County Council at its meetings of January 8, 2024, February 12, 2024, and March 11, 2024, at which meetings a quorum of members of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council.

\_\_\_\_\_  
Clerk, Laurens County Council

Dated: March 11, 2024

3rd Reading. 2024.03.11

EXHIBIT A

Laurens County TMS No. 906-24-01-005

3rd Reading. 2024.03.11

**EXHIBIT B**  
**AMENDMENT TO PARK AGREEMENT**

Agreement for Development of  
Joint County Industrial and Business Park  
Greenville County and Laurens County  
Dated as of January 31, 2000

Laurens County TMS No. 901-35-01-040

3rd Reading. 2024.03.11





## Old Business:

Second Reading, Ordinance  
#962: An ordinance to  
secure funding for County  
Facilities

---

---

AN ORDINANCE AUTHORIZING LAURENS COUNTY, SOUTH CAROLINA TO ENTER INTO AN INSTALLMENT PURCHASE TRANSACTION TO PROVIDE FOR THE CONSTRUCTION, RECONSTRUCTION, ACQUISITION, INSTALLATION, RENOVATION, AND EQUIPPING OF COUNTY FACILITIES; AUTHORIZING THE EXECUTION AND DELIVERY OF VARIOUS DOCUMENTS RELATING TO SUCH TRANSACTION, INCLUDING THE BASE LEASE AGREEMENT AND THE INSTALLMENT PURCHASE AND USE AGREEMENT; APPROPRIATING CERTAIN FUNDS OF THE COUNTY; APPROVING THE ISSUANCE OF NOT EXCEEDING \$35,000,000 AGGREGATE PRINCIPAL AMOUNT OF BONDS BY THE LAURENS COUNTY PUBLIC FACILITIES CORPORATION; DELEGATING AUTHORITY TO THE COUNTY ADMINISTRATOR TO EFFECT SUCH TRANSACTION AND DETERMINE CERTAIN MATTERS; AND OTHER MATTERS RELATING THERETO.

---

---

---

ORDINANCE AUTHORIZING INSTALLMENT  
PURCHASE TRANSACTION

---

Enacted April 8, 2024

BE IT ORDAINED, BY THE COUNTY COUNCIL OF LAURENS COUNTY, SOUTH CAROLINA, AS FOLLOWS:

## ARTICLE I

### FINDINGS OF FACT

**Section 1.1 Findings.** The County Council (“*County Council*”) of Laurens County, South Carolina (the “*County*”), hereby finds and determines:

(a) The County is a political subdivision and county of the State of South Carolina (the “*State*”), and as such possesses all powers granted to counties by the Constitution of the State of South Carolina 1895, as amended (the “*Constitution*”), and laws of the State.

(b) Section 4-9-25 of the Code of Laws of South Carolina 1976, as amended (the “*South Carolina Code*”), provides, in part, that counties “have authority to enact regulations, resolutions, and ordinances, not inconsistent with the Constitution and general law of this State, including the exercise of these powers in relation to health and order in counties or respecting any subject as appears to them necessary and proper for the security, general welfare, and convenience of counties or for preserving health, peace, order, and good government in them.” Section 4-9-30 of the South Carolina Code empowers all counties to acquire and possess real and personal property and, upon such terms as a county council may determine, to lease, sell, or otherwise dispose of such property.

(a) At present, the County’s emergency medical services (EMS) facilities, public safety facilities, graphical information system (GIS) facilities, coroner facilities, County Council and public meeting facilities, and other administrative facilities are inadequate for their intended purposes. In light of these conditions and in order to provide adequate facilities to accomplish critical County purposes, the County requires the construction, reconstruction, acquisition, installation, renovation, and equipping of (i) the historic courthouse, and (ii) Hillcrest Complex East ((i) and (ii), the “**2024 Project**”). The total cost of the 2024 Project, and financing costs are estimated not to exceed \$35,000,000.

(b) The County Council has determined to defray the costs of the 2024 Project through an installment purchase transaction, or transactions, pursuant to which the County will enter into a Base Lease (as defined herein and the form of which is attached hereto as Exhibit A) and an Purchase and Use Agreement (as defined herein and the form of which is attached hereto as Exhibit B) (the consummation of such agreements and the 2024 Project are collectively referred to herein as the “**Transaction**”). Such Base Lease and Purchase and Use Agreement may be amended from time to time to allow for multiple transactions.

(c) Pursuant to the provisions of the Base Lease, the County will (i) lease certain real property (as more specifically defined herein, the “**2024 Real Property**”) underlying the Facilities (as defined in the Purchase and Use Agreement) to the Corporation (as defined herein) in consideration of the issuance by the Corporation of one or more series of installment purchase revenue bonds which will be issued pursuant to the provisions of the Trust Agreement (as defined herein), and (ii) convey the improvements situated on the 2024 Real Property to the

Corporation so that they may be incorporated into the 2024 Project. The Bonds (as defined herein) will be paid by the Corporation from the receipts of certain payments (the “*Installment Payments*”) made by the County to the Corporation under the provisions of the Purchase and Use Agreement. Pursuant to the provisions of the Purchase and Use Agreement, the County will agree to purchase the Facilities from the Corporation by making the Installment Payments.

(d) Installment purchase revenue bonds will be issued by the Corporation in one or more series and captioned as “Installment Purchase Revenue Bonds (Laurens County Public Facilities Project), Series 2024”, in a principal amount to be determined by the Corporation not exceeding an aggregate principal amount of \$35,000,000 (the “*Bonds*”). The Corporation shall change the bond caption or series designation as appropriate to reflect transaction timing and structure, upon advice received and as appropriate. The proceeds of the Bonds may be used (i) to defray the cost of the 2024 Project, (ii) to fund the 2024 Reserve Sub-Account (as defined in the Trust Agreement) in the amount of the 2024 Reserve Requirement (as defined in the Trust Agreement), (iii) to fund capitalized interest on the 2024 Project through September 1, 2024, and (iv) to pay costs related to the issuance of the Bonds, including any premium due on any municipal bond insurance policy, if any.

(e) The rights to receive Installment Payments are being assigned by the Corporation to the Trustee under the Trust Agreement as security and the source of payment for the Bonds.

(f) The County Council has further determined that the Transaction will serve a proper public and corporate purpose of the County.

(g) As previously discussed, in order to provide for the 2024 Project, the County Council has determined that it is necessary and in the best interest of the County to enter into the Transaction authorized by this Ordinance with the Corporation.

\* \* \*

## ARTICLE II

### DEFINITIONS

**Section 2.1 Definitions.** The terms defined in this Section for all purposes of this Ordinance shall have the respective meanings as set forth in this Section. The term:

“**2024 Project**” has the meaning given such term in the recitals of this Ordinance.

“**2024 Real Property**” means all those certain pieces, parcels or tracts of land as described in the Base Lease and at Exhibit D attached hereto.

“**Authorized Officer**” means the Chairman and the County Administrator, each of whom is authorized to act individually as the Authorized Officer.

“**Base Lease**” means the Base Lease Agreement by and between the County and the Corporation to be dated as of the date of its delivery, as the same may be amended or supplemented from time to time, the form of which is attached hereto as Exhibit A.

“**Bond Counsel**” means, with respect to the initial issuance of the Bonds, Pope Flynn, LLC, and in any other context shall include an attorney or firm of attorneys of nationally recognized standing in the field of law relating to municipal, state, and public agency financing, selected by the County.

“**Bonds**” has the meaning given such term in Section 1.1(f).

“**Chairman**” means the Chairman of County Council of Laurens County, South Carolina.

“**Clerk**” means the Clerk to County Council of Laurens County, South Carolina.

“**Code**” means the Internal Revenue Code of 1986, as amended, from time to time, or any successor internal revenue laws of the United States enacted by the Congress of the United States in replacement thereof. References to the Code and sections of the Code include relevant applicable regulations, temporary regulations and proposed regulations thereunder and any successor provisions to those sections, regulations, temporary regulations or proposed regulations.

“**Continuing Disclosure Agreement**” means the agreement, which may also be referred to as the Disclosure Dissemination Agent Agreement, of the County (on behalf of the Corporation) authorized pursuant to Section 3.2(c) of this Ordinance and attached hereto at Exhibit C.

“**Corporation**” means the Laurens County Public Facilities Corporation, a South Carolina nonprofit public benefit corporation.

“**County**” has the meaning given such term in Section 1.1.

“**County Administrator**” means the County Administrator of Laurens County, South Carolina, including any Interim County Administrator.

“**County Council**” has the meaning given such term in Section 1.1.

“**Facilities**” has the meaning given such term in the Purchase and Use Agreement.

“**Financing Documents**” means, collectively, the Base Lease, the Purchase and Use Agreement, and the Trust Agreement, as each may be amended or supplemented from time to time.

“**Official Statement**” means the official statement prepared in connection with the sale of the Bonds.

“**Ordinance**” means this ordinance.

“**Preliminary Official Statement**” means the preliminary official statement prepared in connection with the sale of the Bonds.

“**Purchase and Use Agreement**” means the one or more Installment Purchase and Use Agreements by and between the Corporation and the County to be dated as of the date of its delivery to provide for the County’s acquisition of the Facilities, as may be amended from time to time, the form of which is attached hereto as Exhibit B.

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

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

“**Trust Agreement**” means the Trust Agreement by and between the Corporation and U.S. Bank Trust Company, National Association, as Trustee, to be dated as of the date of its delivery, as the same may be amended or supplemented from time to time by the parties thereto.

“**Trustee**” means U.S. Bank Trust Company, National Association, in the capacity as Trustee.

\* \* \*

## ARTICLE III

### AUTHORIZATION OF INSTALLMENT PURCHASE TRANSACTION

**Section 3.1 Authorization for the Transaction.** The Transaction is hereby approved. The Authorized Officer and other appropriate officers and agents of the County are empowered and directed to negotiate, execute, and deliver contracts, agreements, certificates and conveyances necessary or convenient to accomplish the Transaction, including the Financing Documents.

**Section 3.2 Approval of Corporation, Issuance of the Bonds, and Rule 15c2-12 Undertaking.** (a) The County hereby approves the formation, purposes, and activities of the Corporation as the same are set forth in the bylaws of the Corporation.

(b) The County hereby approves the issuance by the Corporation of the Bonds as a single series, or from time to time as several series of Bonds. In the event multiple series of bonds are issued, or in the event there is only issued a single series, the first series or single series, as appropriate, shall be issued within one year of the date hereof. No Bonds shall mature later than September 1, 2055. The foregoing authorization related to the issuance of the Bonds is explicitly conditioned on the prior or simultaneous execution by the Authorized Officer of the Purchase and Use Agreement and the Base Lease. The County also acknowledges that, in accordance with the provisions of the Purchase and Use Agreement, the County will acquire absolute title to the Facilities upon payment of all amounts due under the Purchase and Use Agreement; *provided, however*, that the County does not hereby waive its right to terminate the Purchase and Use Agreement prior to such payment in accordance with the provisions of the Purchase and Use Agreement.

(c) Any Authorized Officer is hereby authorized to execute and deliver, on behalf of the County (and the Corporation), the Continuing Disclosure Agreement in form substantially similar to that attached hereto at Exhibit C, with such changes thereto as such official, with advice of counsel, shall approve. The County hereby covenants and agrees to comply with and carry out its obligations pursuant to said Continuing Disclosure Agreement. Additionally, the Authorized Officer is authorized to contract with Digital Assurance Certification, L.L.C. (“*DAC*”) for certain dissemination services associated with the execution and delivery of the Continuing Disclosure Agreement. Should the County determine to contract with *DAC*, the County may execute an amendment to a prior Continuing Disclosure Agreement in lieu of a new such agreement.

**Section 3.3 Approval of Base Lease, Purchase and Use Agreement, and Trust Agreement.** (a) The County Council has reviewed the Base Lease, the form of which is attached to this Ordinance as Exhibit A. The Base Lease is approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Base Lease were set out in this Ordinance in its entirety. The Authorized Officer is hereby authorized, empowered and directed to execute, acknowledge and deliver, and the Clerk is hereby authorized, empowered and directed to attest, the Base Lease in the name and on behalf of the County, and thereupon to cause the Base Lease to be delivered to the Corporation and to cause the Base Lease (or

memoranda thereof) to be recorded in the office of the Register of Deeds for Laurens County. The Base Lease is to be in substantially the form now before this meeting and hereby approved, or with such changes therein as shall be approved by the Authorized Officer. Such changes shall be made only after receipt of the advice of legal counsel and may include such terms and conditions as are useful or necessary to carry out the purposes of this Ordinance. The execution thereof by an Authorized Officer and the Clerk constitutes conclusive evidence of approval of any and all changes or revisions therein from the form of Base Lease now before this meeting. Any amendment to the Base Lease shall be executed in the same manner. The Base Lease may be effected through one or more Base Leases.

(b) The County Council has reviewed the Purchase and Use Agreement, the form of which is attached to this Ordinance as Exhibit B. The Purchase and Use Agreement is approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Purchase and Use Agreement were set out in this Ordinance in its entirety. The Authorized Officer is hereby authorized, empowered and directed to execute, acknowledge and deliver, and the Clerk is hereby authorized, empowered and directed to attest, the Purchase and Use Agreement in the name and on behalf of the County, and thereupon to cause the Purchase and Use Agreement to be delivered to the Corporation and to cause the Purchase and Use Agreement (or memoranda thereof) to be recorded in the office of the Register of Deeds for Laurens County. The Purchase and Use Agreement is to be in substantially the form now before this meeting and hereby approved, or with such changes therein as shall be approved by the Authorized Officer. Such changes shall be made only after receipt of the advice of legal counsel and may include such terms and conditions as are useful or necessary to carry out the purposes of this Ordinance. The execution thereof by the Authorized Officer and the Clerk constitutes conclusive evidence of approval of any and all changes or revisions therein from the form of the Purchase and Use Agreement now before this meeting. Any amendment to the Purchase and Use Agreement shall be executed in the same manner. The Purchase and Use Agreement may be effected through one or more Purchase and Use Agreements.

(c) The County is not a party to the Trust Agreement, but the County acknowledges that the Trust Agreement is an integral part of the documents related to the Transaction. The form of the Trust Agreement previously presented to the County Administrator and made available for review by the County Council is hereby approved by the County Council with such additions, deletions, amendments and changes as may be deemed necessary by the parties thereto and approved by the County Administrator prior to the consummation of the Transaction. Such changes shall be made only after receipt of the advice of legal counsel to the County and may include such terms and conditions as are useful or necessary to carry out the purposes of this Ordinance. The Trust Agreement may be effected through one or more Trust Agreements, as any of such agreements may be supplemented or amended to carry out the Transaction.

**Section 3.4 Selection of Trustee.** The County and the Corporation have selected U.S. Bank Trust Company, National Association as the Trustee in connection with the Transaction. The Authorized Officer is hereby authorized, with advice from Bond Counsel and the consent of the Corporation, to transact with the Trustee to effect the Transaction.



**Section 3.5 Execution of Documents.** (a) The Authorized Officer is fully empowered and authorized to take such further actions and to execute and deliver such additional documents as may be deemed necessary or desirable in order to effectuate the execution and delivery of the Base Lease and the Purchase and Use Agreement in accordance with the terms and conditions therein set forth, and the transactions contemplated hereby and thereby, and the action of such officer in executing and delivering any of such documents is hereby fully authorized. The Authorized Officer is authorized to negotiate and execute any bond purchase agreement, term sheet, or other purchase document related to the Bonds, and actions previously taken to such effect are fully ratified.

(b) The County Administrator is hereby authorized on behalf of the County to “deem final” the Preliminary Official Statement within the meaning of Rule 15c2-12 adopted by the U.S. Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended, and the Chairman is authorized to execute and deliver the final Official Statement.

**Section 3.6 Coordination with County Procurement Policies.** (a) The Corporation has resolved to abide by County procurement policies and the development of the 2024 Project shall be completed in accordance with such procurement policies.

(b) The County procurement policy does not address the sale of municipal bonds or the coordination of activities with a special purpose nonprofit corporation to finance County-used facilities by such entity, acting on behalf of the County within the meaning of Revenue Ruling 63-20, 1963-1 C.B. 24 and Treasury Regulation Section 1.103-1(b). The County explicitly approves the Transaction and the Financing Documents hereinabove, and approves the sale of the Bonds in a manner consistent with sound principles of appropriately competitive procurement, which the County finds shall be satisfied if (i) in the case of a bank direct purchase, a request for proposals is requested from financial institutions active in the municipal bond market and the Bonds are awarded based on the bid offering lowest interest cost that contains acceptable redemption and other terms, or (ii) in the case of a public markets sale, the Bonds are sold (a) competitively after not less than seven days public notice using an electronic bidding platform, such as the BiDCOMP/Parity Electronic Bid Submission System and awarded based on lowest interest cost, or (b) pursuant to negotiation, provided that a request for proposals is requested from not less than two underwriting firms with experience with installment purchase revenue bond transactions in the State and the underwriter is selected based on qualifications. In connection with any public bond sale, all requests for proposals and bids may be communicated electronically, including by email by the County’s financial advisor, Stifel, Nicolaus & Company, Incorporated, as its agent. To the extent of any conflict between the Transaction, the Financing Documents, and the manner of sale of the Bonds on the one hand, and the County procurement policies on the other, this Ordinance shall control and constitute the County procurement policies for all purposes hereunder.<sup>1</sup> The authorizations provided herein are explicitly found to embody sound principles of appropriately competitive procurement.

\* \* \*

---

<sup>1</sup> See *Glasscock Co., Inc. v. Sumter Cnty.*, 361 S.C. 483, 491, 604 S.E.2d 718, 722 (Ct. App. 2004) (allowing “local governments needed flexibility to determine what is ‘appropriately competitive’ in light of the public business they must transact”).

## ARTICLE IV

### TAX COVENANTS

**Section 4.1 Tax Covenants.** (a) The Corporation is issuing the Bonds on behalf of the County. Without limiting the generality of the foregoing, the County represents and covenants, except as to any portion of the Bonds that may be issued on a federally taxable basis, that:

(i) The County will not permit the proceeds of the Bonds or any facility financed or refinanced with the proceeds thereof to be used in any manner that would cause the Bonds to meet the private business tests of Section 141(b)(1) and (2) of the Code or the private loan financing test of Section 141(c) of the Code.

(ii) The County is not a party to nor will it enter into any contracts with any person for the use or management of any facility provided with the proceeds of the Bonds that do not conform to the guidelines set forth in Revenue Procedure 2017-13.

(iii) The County will not sell or lease the Facilities obtained with proceeds of the Bonds or the 2024 Real Property to any person unless it obtains an opinion of Bond Counsel that such lease or sale will not adversely affect the designation of the Bonds as tax-exempt bonds.

(iv) The Bonds will not be federally guaranteed within the meaning of Section 149(b) of the Code.

(v) The County, pursuant to Purchase and Use Agreement, will have exclusive beneficial use of the 2024 Project for the life of the Bonds for the purposes of Sec. 3.041(a) of Rev. Proc. 82-26, 1982-1 CB 476.

(b) In the event that at the time of closing of the Bonds, the County (including the Corporation's issuance of the Bonds) expects to issue no tax-exempt obligations in a given calendar year which, along with the Bonds, would aggregate more than \$10,000,000, an Authorized Officer may designate such Bonds as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3)(B) of the Code.

\* \* \*

## ARTICLE V

### MISCELLANEOUS

**Section 5.1 Severability.** If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

**Section 5.2 Repeal of Inconsistent Ordinances and Resolutions.** All ordinances and resolutions of the County, and any part of any ordinance or resolution, inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

**Section 5.3 Effective Date.** This Ordinance shall be effective upon its enactment by the County Council.

*[Remainder of Page Intentionally Blank]*

**DONE, RATIFIED AND ENACTED** this 8th day of April 2024.

**LAURENS COUNTY, SOUTH CAROLINA**

(SEAL)

---

Chairman, County Council

Attest:

---

Clerk to County Council

First Reading: February 12, 2024  
Second Reading: March 11, 2024  
Public Hearing: April 8, 2024  
Third Reading: April 8, 2024



# Old Business:

Second Reading, Ordinance

#963:

“AN ORDINANCE AUTHORIZING  
THE PURCHASE OF REAL PROPERTY  
LOCATED IN JOANNA FROM THE  
NATURE CONSERVANCY”

---

The above space is reserved for recording information.

STATE OF SOUTH CAROLINA     )  
COUNTY OF LAURENS            )

ORDINANCE #963

**AN ORDINANCE AUTHORIZING THE PURCHASE OF REAL PROPERTY LOCATED IN JOANNA, SOUTH CAROLINA, FROM THE NATURE CONSERVANCY.**

**WHEREAS**, Laurens County Council, pursuant to the provisions of Title 4 of the South Carolina Code of Laws, is vested with the authority to acquire real estate in its name; and

**WHEREAS**, the acquisition of a piece of real estate is available to the County to be used to expand and enhance an equestrian trail located in Laurens County near Joanna; and

**WHEREAS**, Laurens County Council finds it appropriate and in the best interest of the citizens of the County to acquire this property so as to enhance and improve the existing equestrian trail; and

**WHEREAS**, the consideration for the purchase is \$125,000.00.

**NOW THEREFORE, BE IT ORDAINED BY** Laurens County Council, duly assembled:

1. **PURPOSES:** It is the stated purpose of this Ordinance to enter into a Purchase and Sale Agreement for Real Estate to purchase land from The Nature Conservancy as more fully described in **Exhibit A**, attached hereto and made a part hereof.
2. **ACTION TAKEN:** Pursuant to the enactment of this Ordinance, Council approves and authorizes the purchase of the subject land for use and expansion of the existing equestrian trial located near Joanna, South Carolina.. Funding for the purchase shall be from \_\_\_\_\_ account funds. The County Administrator or his designee is hereby authorized and empowered to execute any and all documents necessary to implement and conclude this transaction on behalf of Laurens County.
3. **AUTHORITY:** This ordinance is adopted under the authority and process granted by the General Assembly of the State of South Carolina and the Constitution of this State. Jurisdiction shall be exclusively in Laurens County.
4. **APPLICABILITY:** The provisions of this Ordinance shall apply to the transfer of said property by Laurens County.

5. **LANGUAGE:** The language used in this Ordinance, if used in the present tense, shall include the future tense. Words used in the singular include the plural, and the plural the singular, unless, however, the context clearly indicated to the contrary. The use of the word “shall” is mandatory and the word “may” is permissive.

6. **EFFECTIVE DATE:** The effective date of this Ordinance shall be upon three (3) readings and a public hearing as required by law.

7. **SEVERABILITY:** Should any paragraph, clause, phrase, or provision of this Ordinance be judged invalid or held unconstitutional by a Court of competent jurisdiction, such declaration shall not affect the validity of any other section of the Ordinance as a whole or in part or provision thereof, other than the part so decided to be invalid or unconstitutional. All meanings, enforcement and interpretations shall be pursuant to the laws of the State of South Carolina.

(SIGNATURE PAGE FOLLOWS)

2nd Reading. 2024.03.11. DRAFT

AND IT IS SO ORDAINED this \_\_\_\_ day of \_\_\_\_\_, 2024.

**LAURENS COUNTY COUNCIL:**

\_\_\_\_\_  
W. Brown Patterson, Jr., Council Chairman

\_\_\_\_\_  
Jeffrey Carroll, Council Vice Chairman

\_\_\_\_\_  
Diane B. Anderson, Council Member

\_\_\_\_\_  
Shirley H. Clark, Council Member

\_\_\_\_\_  
Kemp Younts, Council Member

\_\_\_\_\_  
David Tribble, Jr. Council Member

\_\_\_\_\_  
Luke S. Rankin, Council Member

ATTEST:

\_\_\_\_\_  
Thomas R. Higgs, II, Administrator  
Laurens County, South Carolina

\_\_\_\_\_  
Cheyenne G. Noffz, Clerk  
Laurens County Council  
Laurens County, South Carolina

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

VOTE: \_\_\_\_\_

	FOR	AGAINST	ABSTAIN	ABSENT
Patterson	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Carroll	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Anderson	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Clark	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Younts	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Tribble	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rankin	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**APPROVED AS TO FORM:**

\_\_\_\_\_  
A. "Sandy" Cruickshanks, IV  
Special Counsel



EXHIBIT A  
Purchase and Sale Agreement for Real Estate

2nd Reading.2024.03.11.DRAFT.V1

EXHIBIT B  
Limited Warranty Deed

2nd Reading.2024.03.11.DRAFT.V1

## PURCHASE AND SALE AGREEMENT FOR REAL ESTATE

This is an agreement for the sale and purchase of real property (**Agreement**) between The Nature Conservancy, a non-profit corporation of the District of Columbia, whose South Carolina Office address is 1417 Stuart Engals Blvd., Suite 100, Mt. Pleasant, SC 29464 (the **Conservancy**) and Laurens County (**Purchaser**), whose address is \_\_\_\_\_, covering that land described in **Exhibit A** attached to this agreement together with any and all of the following rights and interests to the extent owned by the Conservancy: any and all structures and improvements on the land; any fixtures or equipment attached to the land; any oil, gas and mineral rights owned by the Conservancy; water and water rights; riparian and littoral rights; timber and timber rights; grazing rights; and any other surface and subsurface rights, permits, hereditaments, easements, and appurtenances belonging to the land, located in the Town of Joanna, County of Laurens, State of South Carolina containing three hundred and thirty-four and 942/1000 (334.942) acres, more or less (the **Property**). The date of this Agreement (**Effective Date**) shall be the date when the last one of Purchaser and Conservancy and the Escrow Agent has signed this Agreement.

### WITNESSETH THAT:

**WHEREAS**, Conservancy is a nonprofit corporation whose primary purpose is to conserve the lands and waters on which all life depends; and

**WHEREAS**, Conservancy owns the Property and desires to sell the Property subject to deed restrictions which will protect the conservation values of the Property; and

**WHEREAS**, Purchaser recognizes the conservation values of the Property and desires to purchase the Property on the terms and conditions set forth herein;

**NOW, THEREFORE**, in consideration of \$5,000 (the **Earnest Money**) hereby paid into escrow as described below by the Purchaser and of the covenants and agreements contained in this Purchase Agreement for Real Estate (the **Agreement**), the adequacy of which is hereby acknowledged, the Conservancy agrees to sell to the Purchaser and the Purchaser agrees to purchase the Property from the Conservancy under the following terms and conditions:

#### 1. PURCHASE PRICE AND EARNEST MONEY

A. The total purchase price for the Property subject to the conservation easement described below will be \$125,000 (the **Purchase Price**) and shall be payable as follows:

Payments:

\$ 5,000                                      Earnest Money

\$ 120,000                                    Payable at Closing  
(payable by cash or wire transfer of immediately available funds, subject to adjustments, costs, and prorations)

C. Earnest Money. Within two (2) business days of the Effective Date of this Agreement, Purchaser shall deliver the Earnest Money to the trust account of Kevin Brown, of Anderson & Brown, LLC, 807 First Street West, Hampton, SC 29924 (the **Escrow Agent**) for deposit into an escrow account pursuant to the terms of this Agreement to be applied to the Purchase Price. Failure to provide the Earnest Money as described above shall be considered a breach of this Agreement. Escrow Agent shall deposit the Earnest Money in Escrow Agent's trust account. At Closing (as defined below), Escrow Agent shall deliver the Earnest Money to be applied to the Purchase Price. If according to its terms, the transaction described in this Agreement does not close, the Conservancy and Purchaser shall notify Escrow Agent in writing that the Agreement has been canceled and direct the Escrow Agent to pay the Earnest Money as provided for in this Agreement.

2. DEED RESTRICTIONS. The Conservancy will convey the Property to Purchaser by a limited warranty deed that will be in the form attached to and incorporated into this Agreement as **Exhibit B (Limited Warranty Deed)**. The Property will be conveyed subject to Deed Restrictions reserved by the Conservancy, at the time of Closing and recorded as part of the limited warranty deed. The Deed Restrictions will restrict future development on and uses of the Property in order to protect and conserve the natural and ecological conservation values of the Property, and Purchaser shall take title to the Property subject to the terms and conditions of the Deed Restrictions.

3. NO TAX DEDUCTION CLAIM BY PURCHASER. In connection with the transaction contemplated by this Agreement, Purchaser hereby represents and warrants that Purchaser does not consider this transaction to have a charitable gift component and does not intend to claim any income tax deduction based on an assertion that the value of the Property is lower than the Purchase Price or for any other reason. Purchaser acknowledges that Purchaser has not relied upon any representation, express or implied, made by or on behalf of the Conservancy concerning the possible tax consequences of this transaction. The Conservancy hereby advises Purchaser to seek Purchaser's own professional advice regarding the proposed transaction and any related tax consequences. Purchaser agrees to indemnify, defend and hold the Conservancy harmless from any loss, costs or liability resulting from any breach of the covenants, representations and warranties of Purchaser contained in this Section. The protections of this Section shall survive the Closing.

4. "AS IS" SALE. Purchaser acknowledges that this is an "As Is" sale. Conservancy extends and intends no warranty and makes no representations of any type, either express or implied, as to the physical condition, legal or practical access, allowable uses, or history of the Property. Conservancy makes no representations as to exact boundaries of the Property or the total acreage included. Purchaser waives any claims against Conservancy and, to the extent permitted by law, against any licensee involved in the negotiation of this Agreement, for any defects or other damage that may exist at Closing of this Agreement and be subsequently discovered by Purchaser or anyone claiming by, through, under or against Purchaser.

5. SURVEY. A survey was completed by The Conservancy and shall be used to provide the legal description of the Property prepared prior to Closing. The survey shall determine the

acreage of the Property to the nearest one hundredth acre. The Conservancy does not guarantee the acreage of the Property.

6. TITLE.

A. Evidence; Insurance. Upon execution of this Agreement by the parties, the Purchaser may obtain a preliminary title insurance commitment for a standard owner's policy of title insurance on the Property (the **Commitment**), or other evidence of title that Purchaser elects to obtain. The cost of the title examination, Commitment and any title policy that the Purchaser elects to obtain for the Purchaser's benefit shall be the responsibility of the Purchaser. Any additional endorsements or extended coverage required by Purchaser's lender(s) shall be paid by Purchaser. Purchaser shall complete Purchaser's review of title during the Due Diligence Period (as defined and described in Section 10 of this Agreement). Purchaser shall not unreasonably withhold approval of the Commitment or state of title of the Property. If Purchaser does not notify the Conservancy in writing of any requested changes or objections to the Commitment within the Due Diligence Period (as defined below), then Purchaser shall be deemed to have approved the Commitment.

B. Requirements. At Closing, the Conservancy will convey good, insurable and marketable title to the Property subject to (a) the Reservation of Deed Restrictions as described in this Agreement, the form of which is attached to this Agreement as part of **Exhibit \_\_** and (b) all restrictions of record without effective forfeiture provisions, including but not limited to title and zoning restrictions, easements and any laws, and ordinances affecting the Property.

C. Defects. In the event that the Commitment reflects that the title is not merchantable or that the Conservancy cannot deliver title at Closing as required by this Agreement, Purchaser shall notify Conservancy in writing of any objections relating to the merchantability of title within the Due Diligence Period (as defined below) or any such objections will be deemed to have been waived. Purchaser's notice shall include a copy of any title documents relating to its objection and a copy of the Commitment. Notwithstanding anything contained herein, other than the costs to satisfy any Liens (as defined below), the Conservancy shall not be obligated to undertake to cure any matters relating to title or to pay any costs relating thereto. If for any reason the Conservancy cannot deliver title at Closing as required by this Agreement, and should Conservancy elect not to cure any title defects, Purchaser may elect to: (a) accept the Property with title as it is or (b) refuse to accept the Property in which case the Earnest Money shall be refunded and this Agreement will be terminated and the parties shall have no further obligations hereunder except as provided in the Rights of Entry section of this Agreement.

7. POSSESSION. The Conservancy will deliver possession of the Property to the Purchaser at Closing, subject to those access rights, rights and restrictions described in the Limited Warranty Deed, and any other reserved rights and other matters described in this Agreement or the Limited Warranty Deed.

8. CLOSING.

A. Closing. Closing will occur on **June 30, 2024 (Closing)** or as soon thereafter as the conditions for Closing set out in this Agreement have been met. Closing will be held at the offices of **Kevin Brown of Anderson & Brown, LLC** or as otherwise agreed to by the parties at a time to be mutually agreed by the parties.

B. Documents for Closing. Subject to performance by the Purchaser, the Conservancy shall execute and deliver at Closing a Limited Warranty Deed with Reservation of Conservation Easement, any owner's affidavits or documents reasonably required by the title insurance company to remove the standard title policy exceptions for parties in possession and liens for labor or materials, and any other documents necessary to close in accordance with the terms of this Agreement. The Conservancy shall execute and deliver at Closing the Acceptance page of the Conservation Easement and an acknowledgment that the Easement Documentation Report accurately describes the condition of the Property as of the date of Closing. These documents will be prepared at the expense of the Conservancy.

At or before Closing, the Purchaser shall execute and deliver the Limited Warranty Deed with Deed Restrictions, any owner's affidavits or documents reasonably required by the title insurance company to remove the standard title policy exceptions, and any other documents necessary to close in accordance with the terms of this Agreement.

The final Limited Warranty Deed with Deed Restrictions and any other documents to be prepared by the Conservancy for Closing must be submitted to the Purchaser at least 5 days before Closing. Any documents to be prepared by the Purchaser shall be provided to the Conservancy at least 5 days before Closing.

C. Property Taxes. All property taxes, currently-due assessments, and any outstanding liens or encumbrances that are due and payable for the Property at the time of conveyance to the Purchaser (collectively, the **Liens**) shall be satisfied of record by the Conservancy at or before Closing. Real estate taxes that are not yet due and payable (if any) will be prorated as of the date of Closing, based on the most recent available tax statements. Except as described in this Section, the Purchaser shall assume all special assessments not payable with real estate taxes due in the year of Closing, and shall be responsible for real estate taxes assessed against the Property and not yet due, and all future real estate taxes, as described in the Conservation Easement.

D. Other Closing Costs. Any escrow, settlement or closing fees due for the services of the closing agent shall be paid by the Purchaser. Recording fees will be paid according to local custom. Except as described above, Purchaser shall pay all other costs including all costs relating to Purchaser's financing, settlement fees, and the cost of all due diligence, and any survey, reviews and insurance. Each party shall be responsible for its own attorneys' fees.

9. DUE DILIGENCE PERIOD; RIGHT OF ENTRY AND PROPERTY INSPECTIONS.

A. Due Diligence Period. The Purchaser shall have until and through 11:59 pm in the time zone in which the Property is located on **June 30, 2024** (the **Due Diligence Period**) to notify the Conservancy as to whether Purchaser is satisfied with the condition of the Property. It is the responsibility of the Purchaser, at its own expense, during the Due Diligence Period to perform such due diligence review and analysis of the Property as Purchaser deems necessary, including, without limitation, to investigate, review, measure, survey and physically inspect the Property (collectively, the **Property Conditions**), to obtain a title search of the Property, to conduct a Phase I or other non-intrusive environmental inspection of the Property designed to reveal the presence of Recognized Environmental Conditions (collectively, the **Due Diligence Inspections**). Due Diligence Inspections as permitted pursuant to this Section do not include intrusive inspections (such as soil borings), and such intrusive inspections may be undertaken only with the advance written approval of the Conservancy. Purchaser is given the time and opportunity and has the sole responsibility to research and investigate the Property Conditions for themselves during the Due Diligence Period.

B. Access for Inspections and Indemnity. The Purchaser and its duly authorized agents and invitees may enter upon the Property during the Due Diligence Period to conduct Due Diligence Inspections on the Property and any improvements on the Property. Due Diligence Inspections shall be conducted at reasonable times and in a manner that does not unreasonably interfere with the Conservancy's use and enjoyment of the Property. Purchaser shall be responsible for any damage or injury to persons or property resulting from any inspections conducted or authorized by Purchaser. Purchaser shall and hereby does indemnify, defend, and hold harmless the Conservancy from and against any and all claims arising out of the entry on and inspection of the Property by Purchaser and/or Purchaser's employees and agents, including, without limitation, the Conservancy's reasonable attorneys' fees and costs. Notwithstanding anything contained in this Agreement to the contrary, these indemnities and associated obligations shall survive Closing and shall survive the expiration or earlier termination of this Agreement.

C. Notification Concerning Due Diligence Inspections. Prior to the expiration of the Due Diligence Period, the Purchaser shall notify the Conservancy in writing (at the addresses identified in the Notice Section of this Agreement) whether Purchaser has identified any Property Conditions to which the Purchaser objects. Purchaser's notice of objections shall include a copy of any environmental inspection obtained by Purchaser. Unless required by law, Purchaser shall not contact or report to any governmental agency with regard to any potential recognized environmental conditions discovered on the Property. If the Purchaser notifies the Conservancy that it has not identified any Property Conditions to which the Purchaser objects, the Purchaser shall conclusively be deemed to have waived any and all Property Conditions deemed by Purchaser to be a problem, defect, imperfection, or a condition precedent or condition subsequent to Closing. If no notice is delivered by the Purchaser, then the Purchaser is deemed to be satisfied with the condition of the Property, with the same effect as if Purchaser had sent the Conservancy written notice that Purchaser identified no objectionable Property Conditions, and Purchaser is obligated to purchase the Property in accordance with this Agreement.

D. Conservancy Response to Objections. The Conservancy shall not, under any



circumstances arising out of this Agreement, have any obligation to take any action, remedial or otherwise, as to Property Conditions objected to by Purchaser during the Due Diligence Period. If Purchaser notifies the Conservancy that it has identified Property Conditions to which it objects, the Conservancy shall have ten (10) business days to determine whether it wishes to pursue correction of any Property Conditions objected to by Purchaser. In the event that the Conservancy elects not to correct any Property Conditions objected to by Purchaser, Purchaser may elect to refuse to accept the Property, in which case the Earnest Money shall be refunded and this Agreement will be terminated and the parties shall have no further obligations hereunder except as provided in this Section.

10. NON-FOREIGN STATUS. To inform the Purchaser that withholding of tax is not required under Section 1445 of the Internal Revenue Code and under penalties of perjury, the Conservancy hereby certifies that the Conservancy is not a non-resident alien or a foreign corporation, foreign partnership, foreign trust or foreign estate as those terms are defined for purposes of federal income tax law. The Conservancy understands that this certification may be disclosed to the Internal Revenue Service and that any false statement made could be punished by fines, imprisonment or both.

11. SPECIAL CONTINGENCIES.

A. Corporate Approval. The Conservancy's obligations under this Agreement are contingent upon the proposed transaction receiving formal corporate approval in accordance with the Conservancy's standard business practices. If such formal approval is not obtained, the Conservancy may terminate this Agreement by written notice to Purchaser, in which event the Earnest Money shall be promptly refunded to the Purchaser and this Agreement shall terminate without further recourse to the parties.

12. MISCELLANEOUS PROVISIONS.

A. Assignment. The Purchaser may not assign this Agreement without the prior written approval of the Conservancy.

B. Brokers and Commissions. Conservancy and Purchaser each warrant and represent to the other that no persons, firms, corporations or other entity (**Broker**) are entitled to a real estate commission or other fees as a result of this Agreement or transaction. Each party agrees to indemnify and defend the other and hold the other harmless from and against all liability, claims, demands, damages and costs of any kind arising from or connected with any broker's or finder's type of fee, commission or charges claimed to be due any person or Broker arising from such party's agreements and/or conduct with respect to this transaction, whether disclosed or undisclosed in this Section.

C. Default and Remedies. If the Conservancy is ready, willing and able to perform under the terms of this Agreement but the Purchaser refuses to perform by paying the remaining monies due, the Conservancy shall be entitled to retain the monies already paid as Earnest Money for this Agreement as liquidated damages, the parties recognizing that



this amount represents a fair estimate of damages for the breach of a contract of this nature and that damages are otherwise difficult to ascertain. If the Conservancy breaches any of the terms or conditions of this Agreement, the Purchaser shall be entitled to an immediate refund of the Earnest Money and monetary damages not to exceed \$500 for out of pocket costs incurred by Purchaser in conducting due diligence. Neither the Purchaser nor the Conservancy shall be entitled to specific performance under this Agreement.

D. Compliance with Anti-Terrorism Law. The Conservancy agrees that it will use any funds received under this Agreement in compliance with all applicable antiterrorist financing and asset control laws, regulations, rules and executive orders, including, but not limited to the USA Patriot Act of 2001 and Executive Order 13224.

E. Representation by Counsel. Purchaser acknowledges that (a) the Conservancy has advised Purchaser to have Purchaser's own attorney review this Agreement and that the Conservancy is not acting on behalf of or advising Purchaser in this transaction, and (b) Purchaser has not relied on any information or advice provided by the Conservancy or its agents in connection with this transaction or Agreement.

F. Notices. Unless otherwise provided, any notice required by this Agreement shall be deemed properly given on the date it is delivered to an overnight courier service, or deposited with the United States Postal Service by registered or certified mail, postage prepaid, addressed to:

If to Purchaser: to the address set forth above.

With copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to the Conservancy: to the South Carolina office address set forth above.

With copy to:

Daniel Guy, attorney  
334 Blackwell St. Suite 300  
Durham, NC

If to Escrow Agent:

Kevin A. Brown  
Anderson & Brown, LLC  
807 First Street West  
PO Box 576  
Hampton South Carolina 29924  
Phone (803) 943-2483  
Fax(803) 656-8130

[kevinabrown@andersonandbrown.org](mailto:kevinabrown@andersonandbrown.org)

G. Exhibits. The following exhibits are attached to this Agreement and incorporated into this Agreement by reference:

Exhibit A – Property Description

Exhibit B – Limited Warranty Deed with Deed Restrictions

H. Governing Law. This Agreement and any interpretation of this Agreement are governed by the laws of the State of South Carolina, without regard to its conflicts of law provisions.

I. Agreement Not Recordable. NEITHER THIS AGREEMENT NOR ANY NOTICE OF IT MAY BE RECORDED IN ANY PUBLIC RECORDS.

J. Construction of Agreement. This Agreement sets forth the entire agreement between the parties and may be modified or amended only by a written instrument signed by both parties. It is further understood and agreed that no party is relying upon any statement or representation not expressly embodied in this Agreement. This Agreement becomes effective when it has been signed by all parties, and shall be binding upon each party and the parties' respective heirs, devisees, executors, successors and assigns. If two or more persons are named as Purchaser, their obligations shall be joint and several.

K. Time Periods. Any reference in this Agreement to the time for the performance of obligations or elapsed time shall mean consecutive calendar or business days, months, or years, as applicable. Unless business days are explicitly stated, any reference to days shall be construed to mean calendar days. When used in this Agreement, the term "business day" shall mean any day other than a Saturday, Sunday, recognized federal holiday or a recognized state holiday in the state designated in Section G above. If the time for performance of obligations or elapsed time is measured in calendar days but the last date is not a business day, then the last date for such performance shall be extended to the next occurring business day.

L. No Waiver. No delay in exercising any right or remedy shall constitute a waiver of any right or remedy, and no waiver by Purchaser or the Conservancy of the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

M. Counterparts. This Agreement may be executed in any number of counterparts, and signatures may be delivered via facsimile or in electronic form (such as a scan or .pdf of the original signature) by email, each of which shall be deemed to be an original, but any number of which, taken together, shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF, the parties to this Agreement have executed this Agreement to be binding upon the parties as of the last date of signature below.

Witness:

PURCHASER  
Laurens County

By: \_\_\_\_\_  
Name:  
Title:  
Date:

ORD 963 EXHIBIT A

CONSERVANCY:  
The Nature Conservancy

By: \_\_\_\_\_  
Name: Dale Threatt-Taylor  
Title: Executive Director, South Carolina  
Date:

ORD 963 EXHIBIT A

\_\_\_\_\_ agrees to serve as Escrow Agent for the Earnest Money as described in Section 1 of the above Purchase Agreement for Real Estate.

\_\_\_\_\_  
Kevin Brown

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ORD 963 EXHIBIT A

**EXHIBIT A TO PURCHASE AND SALE AGREEMENT  
LEGAL DESCRIPTION**

ORD 963 EXHIBIT A

**EXHIBIT B TO PURCHASE AND SALE AGREEMENT  
LIMITED WARRANTY DEED WITH DEED RESTRICTIONS**

**LIMITED [OR SPECIAL] WARRANTY DEED**

THE NATURE CONSERVANCY, a non-profit corporation under the laws of the District of Columbia (GRANTOR), in consideration of \_\_\_\_\_ and other good and valuable consideration received, GRANTS AND CONVEYS to \_\_\_\_\_ (GRANTEE), the real estate in \_\_\_\_\_ County, \_\_\_\_\_, and fully described on **Exhibit A** attached hereto and incorporated herein by reference (the **Property**).

[Evaluate language on a case by case basis:] Specifically including all tenements, hereditaments, appurtenances and all improvements thereto belonging, [all appropriate and non-appropriate water rights] [and all present interest and any contingent remainder or reversionary interest in and to the oil, gas, and all other minerals related or unrelated in, on, or under the Property].

[EXCEPT GRANTOR EXPRESSLY RESERVES AND RETAINS for itself, its successors and assigns, all present interest and any contingent remainder or reversionary interest in and to the oil, gas and all other minerals, related or unrelated, in, on, or under the Property. [include water rights and/or any other rights TNC wants to retain].]

Grantor covenants with Grantee that Grantor:

- (1) is lawfully seized of such real estate and that it is free from liens and encumbrances made, done, or suffered by Grantor;
- (2) has legal power and lawful authority to convey the same;
- (3) and warrants and will defend title to the real estate against the lawful claims and demands of all persons and entities claiming or to claim the same by, through, or under Grantor.

SUBJECT TO all reservations, rights and restrictions of record and all easements and rights-of-way of record or apparent on the surface. [OR, if Purchaser will not accept this type of blanket exception, consider attaching an exhibit with permitted encumbrances.]

FURTHER SUBJECT TO [list any encumbrances placed on the property during TNC ownership] AND/OR [a conservation easement granted to \_\_\_\_\_ on \_\_\_\_\_, 20\_\_, recorded as \_\_\_\_\_.]

[Use if reserving the CE to TNC through a Reservation of Conservation Easement:  
AND FURTHER SUBJECT TO THE FOLLOWING:

Grantor expressly reserves and retains for itself, its successors and assigns, a perpetual conservation easement over the Property upon the terms set out in the **Reservation of**

**Conservation Easement** attached to this Deed as **Exhibit B**, which is hereby incorporated into this Deed as if fully set out herein.

The Reservation of Conservation Easement is reserved and created pursuant to [cite state conservation easement statute]. The Reservation of Conservation Easement shall run with the land and shall be binding upon the Grantee and Grantee's successors and assigns and all future owners of the Property in perpetuity. The Grantor or its successors or assigns shall have the right to enforce these restrictions by proceedings at law or in equity. By acceptance of this Deed, the Grantee, for Grantee and Grantee's successors and assigns, hereby acknowledges that injunctive or other appropriate equitable relief is among the available remedies in the event of breach of these restrictions.]

In witness whereof, Grantor and Grantee have executed this Deed, agreeing that the conveyance of the Property from Grantor to Grantee which is made hereby is subject to all of the terms set out in this Deed, including the terms of the [Reservation of ]Conservation Easement. Without placing any limitation on the foregoing provisions, Grantee hereby acknowledges and agrees that[Include if reserving a CE: (i) Grantor and Grantee are, by means of the Conservation Easement, restricting in perpetuity the uses that may be made of the Property by Grantee, and by the successors and assigns of Grantee; and (ii)] Grantee is hereby accepting title to the Property subject to the [Reservation of ]Conservation Easement. Grantee joins in the [Limited OR Special] Warranty Deed [with Reservation of Conservation Easement] for the purpose of accepting the Property subject to the terms and conditions of the [Reservation of Conservation Easement.

[Add the following if selected in Section 5, and have the purchaser initial this paragraph in the final deed:

The Property described above is being conveyed as is, where is, and this conveyance is made without express or implied warranties or representations, except as to title. No warranty or representation is made with respect to the zoning of the Property or the condition of the Property or any of its component parts or contents, or with respect to fitness of the Property or any of its component parts or contents for any particular use, purpose, or condition. Grantee declares that Grantee has examined the Property or has had the Property examined prior to the date hereof and that Grantee is satisfied with the condition of the Property. Except as to title, the Grantee specifically waives (a) all claims and all causes or rights of action which Grantee has or may have against Grantor and Grantor's ancestors in title with respect to the Property, including any and all claims that it may have to rescind or dissolve the conveyance affected hereby or to demand reduction, set-off, or diminution of purchase price or any part thereof based upon the existence of any redhibitory or other vices or defects, [pursuant to Louisiana Civil Code Articles 2520 through 2580, inclusive,] including without limitation and by way of illustration, conditions, defects or deficiencies, or the unsuitability of the Property for Grantee's intended use, (b) all claims under environmental laws, including without limitation, the Resource Conservation and Recovery Act, 42 U.S.C. §§6901, et seq., the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§9607, et seq., as amended by the Superfund Amendment and Reauthorization Act of 1986, Pub. L. 99-499, 100 Stat. 1613 (codified as amended in various sections of 42 U. S. C.); the Hazardous Materials Transportation Act, Pub. L. No. 93 633, 88 Stat. 2156 (codified as amended in various sections of 46 U. S. C.); the Clean



Water Act, 33 U. S. C. §§1251, et seq.; the Clear Air Act, 42 U. S. C. 7401, et seq.; the Toxic Substances Control Act, 15 U. S. C. §§2601, et seq., or any other applicable federal, state or local laws, rules, ordinances, permits, approvals, orders or regulations as they now exist or may subsequently be modified, supplemented or amended, and (c) all claims and all causes or rights of action that Grantee has or may have under applicable laws, rules and regulations pertaining to access to, and employment in, the Property by disabled or disadvantaged persons, including, without limitation, the Americans With Disabilities Act, 42 U.S.C. §§12111, et seq. Grantee acknowledges and declares that, except as herein stated, neither Grantor nor any party, whomsoever, acting or purporting to act in any capacity whatsoever on behalf of Grantor, has made any direct, indirect, explicit or implicit statement, representation or declaration, whether by written or oral statement or otherwise, and upon which Grantee has relied, concerning the existence or non-existence of any quality, characteristic, or condition of the Property.

**GRANTEE'S INITIALS** \_\_\_\_\_ ]

The parties hereto have set their hands on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

THE NATURE CONSERVANCY (Grantor)

By: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 )ss  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument and certificate of consideration was acknowledged and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, the \_\_\_\_\_ of The Nature Conservancy, a non-profit corporation under the laws of the District of Columbia, on behalf of that corporation.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

\_\_\_\_\_ (Grantee)

By: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )ss  
\_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_, on behalf of that entity.

\_\_\_\_\_

Notary Public  
My Commission Expires:

ORD 963 EXHIBIT A

ORD 963 EXHIBIT A

## LIMITED WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That **THE NATURE CONSERVANCY**, a non-profit corporation under the laws of the District of Columbia (GRANTOR), in consideration of the sum of One Hundred Twenty Five Thousand and NO/100 (\$125,000.00) US Dollars, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release, subject to all easements, covenants, conditions, and restrictions of record or apparent on the surface and subject to the covenants, conditions, and restrictions contained within this instrument, including the condition subsequent more fully set forth below, unto **County of Laurens, a subdivision of the State of South Carolina and body politic** (GRANTEE), its Successors and Assigns, forever, in fee simple, the real property in Laurens County, South Carolina more fully described on **Exhibit A** attached hereto and incorporated herein by reference (the **Property**).

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

### **THE PROPERTY IS CONVEYED SUBJECT TO THE FOLLOWING:**

By acceptance of this deed, the County of Laurens agrees to use this property only for a park for public equestrian trails, together with any associated equestrian facilities that may be useful or necessary for the trails, and for public recreation including but not limited to walking, hiking, biking, and bird watching. Should the property ever cease to be used for the purposes more fully set forth above, the property will revert back to The Nature Conservancy, its successors and assigns.

The above restrictions and condition subsequent shall run with the land and shall be binding upon the Grantee and Grantee's successors and assigns and all future owners of the Property in perpetuity. The Grantor or its successors or assigns shall have the right to enforce these restrictions and the condition subsequent by any proceedings at law or in equity. By acceptance of this Deed, the Grantee, for Grantee and Grantee's successors and assigns, hereby acknowledges that injunctive or other appropriate equitable relief is among the available remedies in the event of breach of these restrictions and condition subsequent, and that any breach thereof could result in the forfeiture of the title to the property by the Grantee in favor of the Grantor.

Grantee hereby acknowledges and agrees that: (i) Grantor and Grantee are, by means of the deed restrictions and condition subsequent, restricting in perpetuity the uses that may be made of the Property by Grantee, and by the successors and assigns of Grantee; and (ii) Grantee is hereby accepting title to the Property subject to the deed restrictions and condition subsequent. Grantee joins in the Limited Warranty Deed for the purpose of accepting the Property subject to the terms and conditions of the deed restrictions and condition subsequent.

County of Laurens

---

By:

Its:

The Property is being conveyed as is, where is, and this conveyance is made without express or implied warranties or representations, except as to title. No warranty or representation is made with respect to the zoning of the Property or the condition of the Property or any of its component parts or contents, or with respect to fitness of the Property or any of its component parts or contents for any particular use, purpose, or condition. Grantee declares that Grantee has examined the Property or has had the Property examined prior to the date hereof and that Grantee is satisfied with the condition of the Property. Except as to title, the Grantee specifically waives (a) all claims and all causes or rights of action which Grantee has or may have against Grantor and Grantor's ancestors in title with respect to the Property, including any and all claims that it may have to rescind or dissolve the conveyance affected hereby or to demand reduction, set-off, or diminution of purchase price or any part thereof based upon the existence of any redhibitory or other vices or defects, including without limitation and by way of illustration, conditions, defects or deficiencies, or the unsuitability of the Property for Grantee's intended use, (b) all claims under environmental laws, including without limitation, the Resource Conservation and Recovery Act, 42 U.S.C. §§6901, et seq., the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§9607, et seq., as amended by the Superfund Amendment and Reauthorization Act of 1986, Pub. L. 99-499, 100 Stat. 1613 (codified as amended in various sections of 42 U. S. C.); the Hazardous Materials Transportation Act, Pub. L. No. 93 633, 88 Stat. 2156 (codified as amended in various sections of 46 U. S. C.); the Clean Water Act, 33 U. S. C. §§1251, et seq.; the Clear Air Act, 42 U. S. C. 7401, et seq.; the Toxic Substances Control Act, 15 U. S. C. §§2601, et seq., or any other applicable federal, state or local laws, rules, ordinances, permits, approvals, orders or regulations as they now exist or may subsequently be modified, supplemented or amended, and (c) all claims and all causes or rights of action that Grantee has or may have under applicable laws, rules and regulations pertaining to access to, and employment in, the Property by disabled or disadvantaged persons, including, without limitation, the Americans With Disabilities Act, 42 U.S.C. §§12111, et seq. Grantee acknowledges and declares that, except as herein stated, neither Grantor nor any party, whomsoever, acting or purporting to act in any capacity whatsoever on behalf of Grantor, has made any direct, indirect, explicit or implicit statement, representation or declaration, whether by written or oral statement or otherwise, and upon which Grantee has relied, concerning the existence or non-existence of any quality, characteristic, or condition of the Property.

**GRANTEE'S INITIALS** \_\_\_\_\_

TO HAVE AND TO HOLD all and singular the Property before mentioned, subject to all easements, covenants, conditions, and restrictions of record or apparent on the surface and subject to the covenants, conditions, and restrictions and condition subsequent contained within this instrument, unto the said GRANTEE, its Successors and Assigns, forever, in fee simple.

AND GRANTOR do/does hereby bind itself and its Heirs, Executors and Administrators, to warrant and forever defend all and singular the said Property unto the said GRANTEE, as hereinabove provided against itself and its Successors and Assigns – BUT NO OTHERS.

IN WITNESS whereof The Nature Conservancy, by and through its undersigned duly authorized officer, has set its hand and seal to this instrument this \_\_\_\_ day of \_\_\_\_\_ in the Year of our Lord Two Thousand and Twenty-Four.

SIGNED, SEALED & DELIVERED  
IN THE PRESENCE OF:

**THE NATURE CONSERVANCY**

\_\_\_\_\_  
Witness #1

\_\_\_\_\_  
By: Dale Threatt-Taylor  
Its: Executive Director, South Carolina

\_\_\_\_\_  
Witness #2/Notary

STATE OF SOUTH CAROLINA )

ACKNOWLEDGMENT

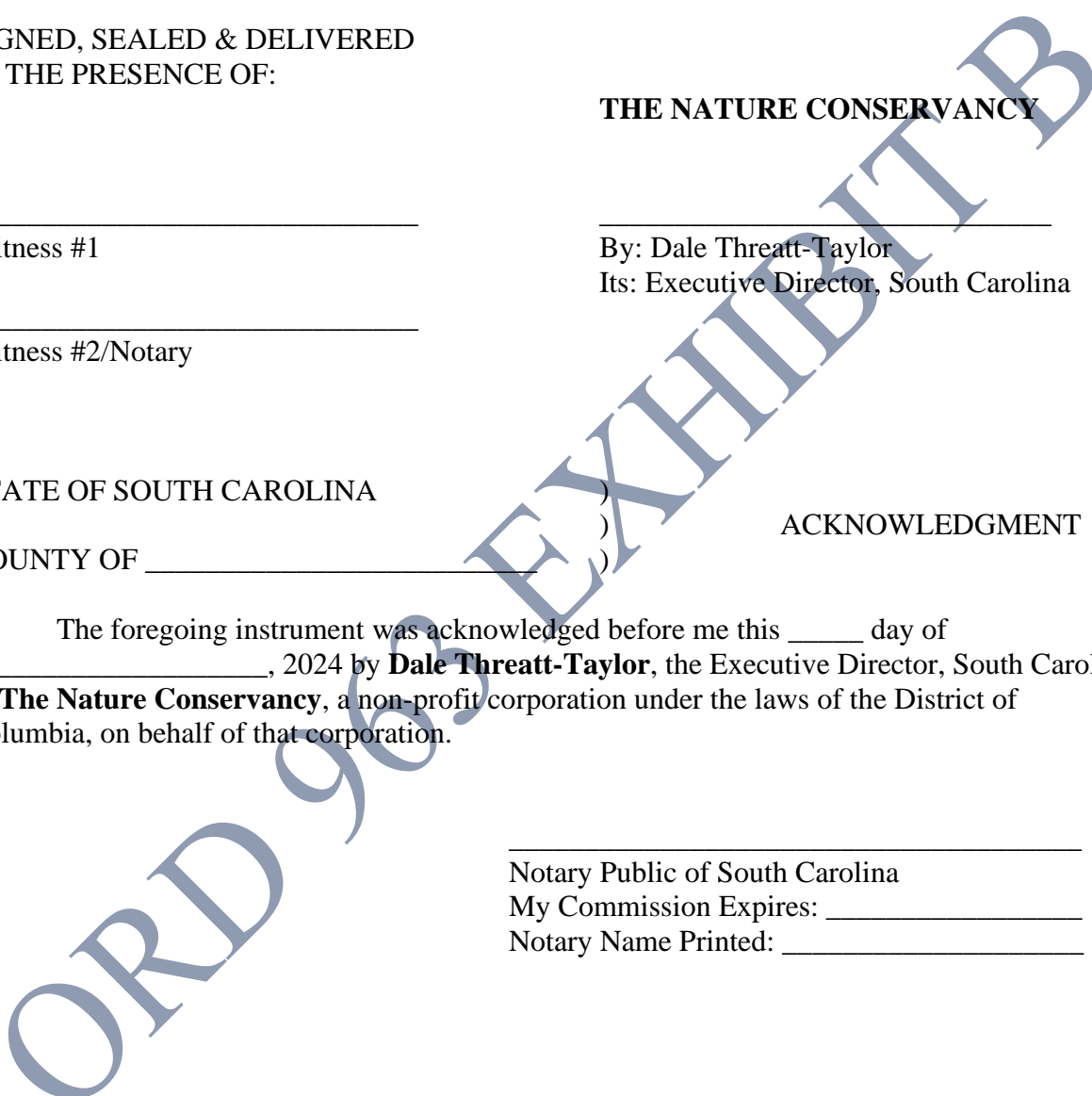
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2024 by **Dale Threatt-Taylor**, the Executive Director, South Carolina of **The Nature Conservancy**, a non-profit corporation under the laws of the District of Columbia, on behalf of that corporation.

\_\_\_\_\_  
Notary Public of South Carolina

My Commission Expires: \_\_\_\_\_

Notary Name Printed: \_\_\_\_\_



**EXHIBIT A TO THE LIMITED WARRANTY DEED**

All that certain piece, parcel, or lot of land, together with any improvements thereon, situate, lying and being located in the County of Laurens, State of South Carolina, containing 334.942 acres, more or less, as shown on a plat prepared for The Nature Conservancy by Foard H. Tarbert, Jr, SC Reg. #11072 dated May 11, 2023 and recorded in the office of the Clerk of Court for Laurens County in Plat Book \_\_\_\_ at Page \_\_\_\_\_. This plat is incorporated into and made a part of this description by reference. For further description as to courses, distances, metes and bounds, reference is made to the plat.

**TMS # 745-00-00-009 part of**

This being a portion of the property conveyed to The Nature Conservancy by deed of \_\_\_\_\_ dated \_\_\_\_\_ and recorded \_\_\_\_\_ in the office of the Clerk of Court for Laurens County in Deed Book \_\_\_\_\_ at page \_\_\_\_\_.

**PREPARED BY ANDERSON AND BROWN, LLC  
P.O. BOX 576, HAMPTON SC 29924**

ORD 963 EXHIBIT B



# New Business:

Approval- Resolution 2024-7C:  
LCWSC requests water line  
easement on Laurens County  
Property





**AGENDA ITEM - REQUEST SHEET – COUNTY COUNCIL**

**ALL REQUESTS should be submitted by 1:00 P.M. on the Wednesday prior to the Monday meeting of Council. All other requests not submitted by the deadline will be retained and scheduled for the next meeting of Council.**

DATE OF REQUEST: MARCH 4, 2024 (FOR MARCH 11, 2024 COUNTY COUNCIL MEETING)

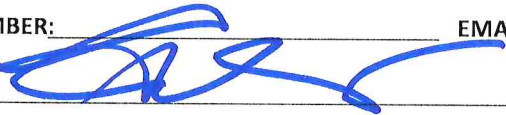
DEPARTMENT / AGENCY: SPECIAL COUNSEL

NAME: A. CRUICKSHANKS, IV, SPECIAL COUNSEL

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_ EMAIL: \_\_\_\_\_

SIGNATURE: 

SUBJECT MATTER REQUESTED (please be as specific as possible):

SEE THE ATTACHED PROPOSED RESOLUTION 2024-7C REQUESTING APPROVAL OF A WATER LINE EASEMENT TO LAURENS COUNTY WATER AND SEWER COMMISSION AND AUTHORIZATION FOR THE COUNTY ADMINISTRATOR TO EXECUTE THE WATER LINE EASEMENT.

FINANCIAL AMOUNT REQUESTED: ==

SOURCE OF FUNDING: ==

(PLEASE – attach subject matter document pages as necessary)

**FOR OFFICE USE ONLY**

REQUEST ASSIGNED TO: \_\_\_\_\_ DATE RECEIVED: \_\_\_\_\_

DATE OF ASSIGNMENT: \_\_\_\_\_ DATE OF AGENDA: \_\_\_\_\_

DATE RESPONSE DUE: \_\_\_\_\_

COUNCIL ACTION: \_\_\_\_\_

RESOLUTION #2024-7C

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF LAURENS ) A RESOLUTION OF LAURENS COUNTY COUNCIL  
 ) TO GRANT AND AUTHORIZE EXECUTION OF A  
 ) WATER LINE EASEMENT TO LAURENS COUNTY  
 ) WATER AND SEWER COMMISSION; AND OTHER  
 ) MATTERS RELATING THERETO.

WHEREAS, Laurens County Water and Sewer Commission has requested a water line easement from Laurens County as outlined in the attached document.

NOW, THEREFORE, BE IT RESOLVED:

1. PURPOSE: The purpose of this Resolution is to grant a water line easement to Laurens County Water and Sewer Commission as requested.
2. DIRECTIVE: Laurens County Council directs the County Administrator or his designee to execute the Water Line Easement to Laurens County Water and Sewer Commission (see attached).
3. AUTHORITY: Laurens County Council is authorized to take such actions pursuant to the powers designated and delegated to the County in Title 4 and Title 6 of the South Carolina Code of Laws, 1976, as amended.
4. CONFLICT: All Orders and Resolutions in conflict herewith, to the extent of such conflict only, are repealed and rescinded.
5. SEVERABILITY: Should any part or portion of this Resolution be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such finding shall not affect the remainder hereof, all of which is hereby deemed separable.
6. EFFECTIVE DATE: This Resolution shall take effect and be in force immediately upon enactment by a majority vote of the County Council.

(Signature page attached)

**BE IT RESOLVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

LAURENS COUNTY COUNCIL

\_\_\_\_\_  
W. Brown Patterson, Jr., Chairman

ATTEST:

\_\_\_\_\_  
Cheyenne G. Noffz, Clerk  
Laurens County Council  
Laurens County, South Carolina

VOTE: \_\_\_\_\_

FOR AGAINST ABSTAIN ABSENT

Patterson	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Carroll	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Anderson	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Clark	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Younts	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Tribble	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rankin	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**A. "Sandy" Cruickshanks, IV**  
**Special Counsel**

STATE OF SOUTH CAROLINA            )  
  )  
COUNTY OF LAURENS                    )            WATER LINE EASEMENT  
  )            TMS# 534-00-00-006

**GRANTEE IS A POLITICAL SUBDIVISION OF THE STATE OF S.C.  
EXEMPT FROM RECORDING FEES UNDER S.C. CODE ANN., §12-24-40(2)**

**KNOW ALL MEN BY THESE PRESENTS**, by this instrument, that Laurens County (“Grantor”) in consideration of the sum of \$\_\_\_\_\_ paid or to be paid by **LAURENS COUNTY WATER AND SEWER COMMISSION** a body politic, organized and existing under the laws of the State of South Carolina (“Grantee”), does hereby grant, bargain, sell, and convey to Grantee, its successors and assigns, a free, exclusive, uninterrupted and perpetual right, privilege, use, easement and right-of-way, together with a temporary construction easement and right-of-way (as described below) over Grantor’s real property located in Laurens County, South Carolina, the deed to which is recorded in the Office of the Clerk of Court for Laurens County in Deed Book 250 at Page 511, and potential other deeds (the “Grantor Property”).

The easements and rights-of-way granted herein are for the purpose of construction, installation, operation, maintenance, repair, reconstruction, removal, and inspection of surface or subsurface water utility lines for the conveyance, transportation, and passage of potable water and all supporting, related or ancillary structures, appurtenances and equipment, in, upon, across, over, beneath and through the Grantor Property and are more fully shown, delineated and depicted as follows:

1. “25’ PERM. EASEMENT”, containing 1,259 square feet (0.03 acres), more or less, and a “10’ TEMP. EASEMENT” containing 530 square feet (0.01 acres), more or less, on that certain easement exhibit entitled “EXHIBIT: C” prepared by Goodwin Mills Cawood (GMC), dated January 24, 2024, attached hereto and incorporated herein by this reference.

2. "10' PERM. EASEMENT", containing 10,487 square feet (0.24 acres), more or less, and a "15' TEMP. EASEMENT" containing 5,844 square feet (0.13 acres), more or less, on that certain easement exhibit entitled "EXHIBIT: D" prepared by Goodwin Mills Cawood (GMC), dated January 24, 2024, attached hereto and incorporated herein by this reference.

The easements and rights-of-way hereby conveyed to Grantee, its successors and assigns, shall include the continuous rights of ingress and egress over and along the said easements and rights-of-way area(s) for any and all the aforesaid purposes and the right from time to time to redesign, or alter said water pipelines, apparatus, equipment and appurtenances as the Laurens County Water and Sewer Commission, its successors and assigns, may at any time deem necessary, and the right to remove any pipelines or any part thereof and to do whatever may be required, necessary, or desirable for the enjoyment of the rights herein granted, including the right to clear and keep clear the said easements and rights-of-way.

Grantor understands and agrees for themselves, their heirs, successors and assigns, not to cause or allow the construction or maintenance of any building or other structure in or upon the areas conveyed without the prior written consent of Grantee, which may be granted or allowed in Grantee's sole discretion. Grantor understands and agrees that Grantee may cause the summary removal of any such building or structure so placed without Grantor's consent and that Grantor shall make no claim for and shall hold Grantee harmless from any claim by a third person for damage to or destruction of the property so removed.

Grantor further agrees for themselves, their heirs, successors and assigns, that it shall not cause or allow any act or occurrence or condition of land that disturbs the subjacent or lateral support of the areas conveyed and that Grantee shall have the right of reasonable access over any property adjacent to the areas conveyed, for the purpose of construction, grading, maintenance, repair, and reconstruction of surface or subsurface water lines and supporting or ancillary structures, and planting or removing vegetation, in or on the areas conveyed and the right to remove any structure necessary or convenient to accomplish same.

Grantee, at the termination of construction, agrees to stabilize any disturbed soil surface resulting from Grantee's activities. Stabilization shall be accomplished by vegetation planting, application of erosion control fabric, or other means considered practical and effective.

The Grantor and Grantee agree that the terms and provisions of the permanent easements and rights-of-way described herein shall constitute covenants running with the land and shall be binding upon and inure to the benefit of the parties hereto, their heirs, successors and assigns. The failure of Grantee to exercise any of the rights herein granted shall not be construed as a waiver or abandonment of the right thereafter at any time and from time to time to exercise any and all of same.

**TO HAVE TO AND TO HOLD** the above granted easements and rights-of-way described herein and depicted on the aforesaid easement exhibit, together with the rights, privileges, appurtenances, and advantages thereto belonging or appertaining, unto and for the benefit of the Grantee its successors and assigns, forever.

**IN WITNESS WHEREOF**, the Grantor has executed this Water Line Easement this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

GRANTOR:  
Laurens County (SEAL)

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
Witness

STATE OF SOUTH CAROLINA     )  
   )  
COUNTY OF LAURENS            )

ACKNOWLEDGMENT

I, the undersigned Notary Public for the State of S.C. do hereby certify that the above named Grantee, by \_\_\_\_\_, its \_\_\_\_\_, personally appeared before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024, and acknowledged the due execution of the foregoing instrument on behalf of Laurens County.

\_\_\_\_\_  
(SEAL)  
Notary Public for South Carolina  
Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

IN WITNESS WHEREOF, the Grantee has executed this Water Line Easement  
this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

GRANTEE:

Laurens County Water and Sewer  
Commission (SEAL)

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
Witness

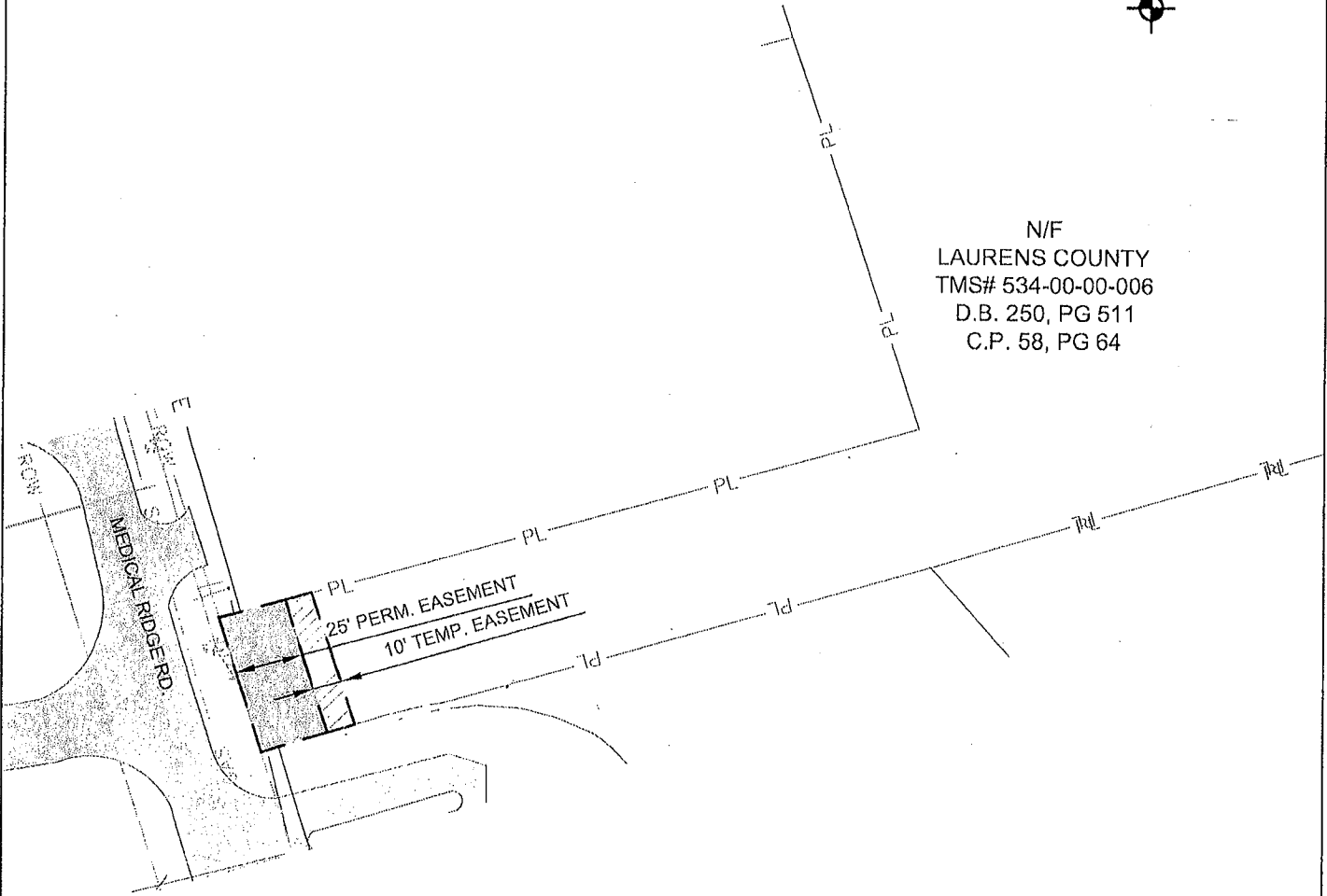
STATE OF SOUTH CAROLINA )  
  )      ACKNOWLEDGMENT  
COUNTY OF LAURENS         )

I, the undersigned Notary Public for the State of South Carolina do hereby  
certify that the above named Grantee, by \_\_\_\_\_, its  
\_\_\_\_\_, personally appeared before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 2024, and acknowledged the due execution of the foregoing  
instrument on behalf of Laurens County Water and Sewer Commission.

\_\_\_\_\_(SEAL)  
Notary Public for South Carolina  
Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_



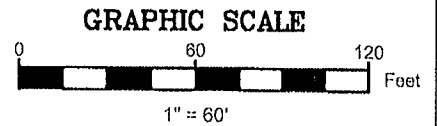
N/F  
 LAURENS COUNTY  
 TMS# 534-00-00-006  
 D.B. 250, PG 511  
 C.P. 58, PG 64



STATE OF SOUTH CAROLINA  
 LAURENS COUNTY

MAP OF THE APPROXIMATE LOCATION OF THE  
 PERMANENT AND TEMPORARY EASEMENT  
 ACROSS THE PROPERTY OF: LAURENS COUNTY

PERMANENT EASEMENT: 1,259 S.F. (0.03 AC)  
 TEMPORARY EASEMENT: 530 S.F. (0.01 AC)



HOSPITAL AREA IMPROVEMENTS  
 WATERLINE  
 LAURENS, SOUTH CAROLINA

**EXHIBIT: C**

EASEMENT EXHIBIT

GMC # CGRE230056

DATE: 01/24/2024

DRAWN BY: RBS

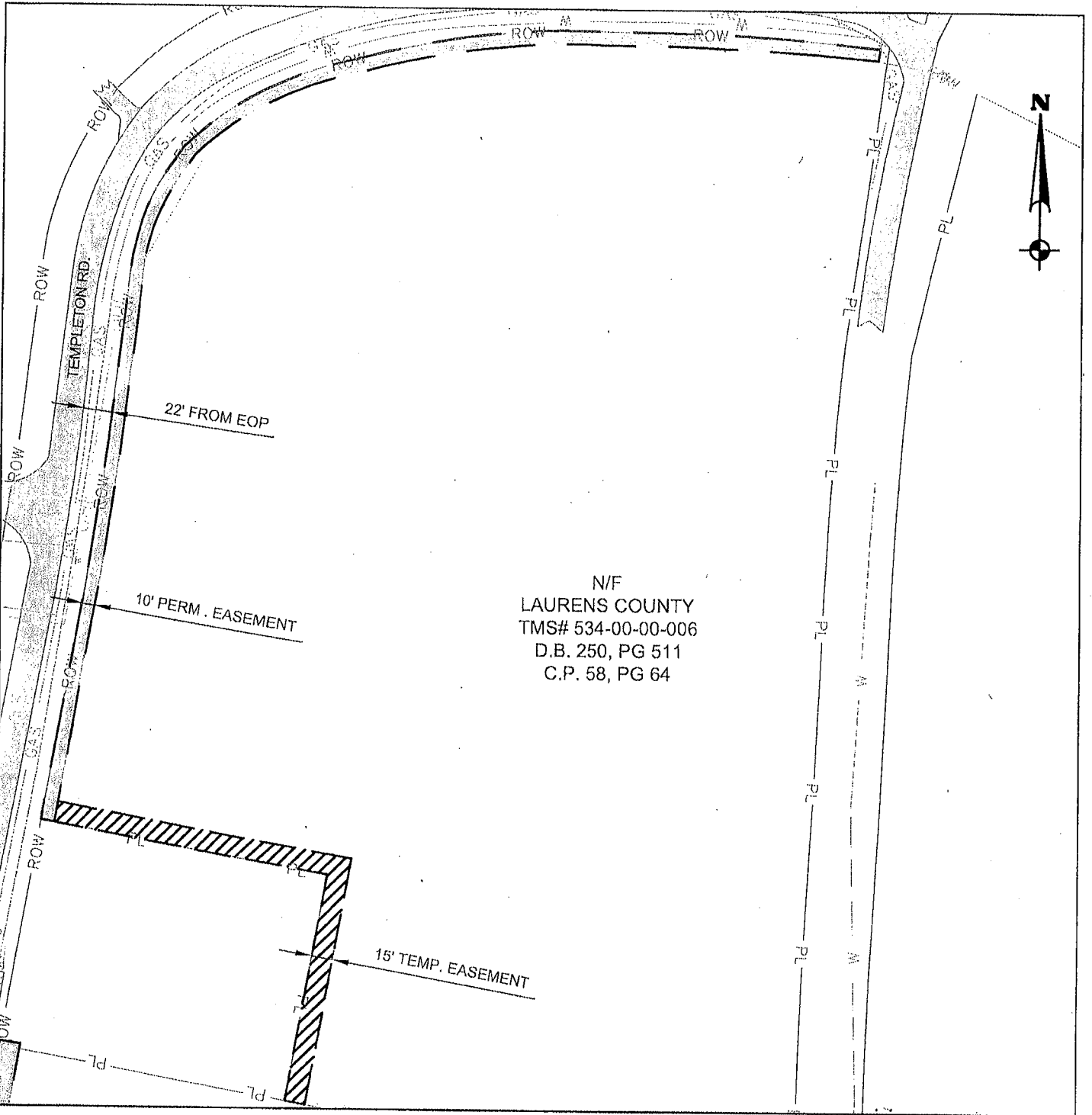
117 Welborn St  
 Greenville, SC 29601  
 T 864.527.0460  
 GMCNETWORK.COM



OWNER: LAURENS COUNTY  
 TMS #534-00-00-006

DRAWING FILE: P:\PROJECTS\2024\CGRE230056\CGRE230056.dwg  
 PLOTTED: 01/24/2024 10:00 AM  
 PLOTTER: HP DesignJet T1300



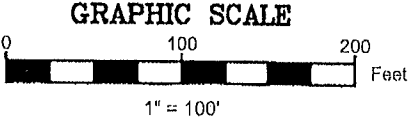


N/F  
 LAURENS COUNTY  
 TMS# 534-00-00-006  
 D.B. 250, PG 511  
 C.P. 58, PG 64

STATE OF SOUTH CAROLINA  
 LAURENS COUNTY

MAP OF THE APPROXIMATE LOCATION OF THE  
 PERMANENT AND TEMPORARY EASEMENT  
 ACROSS THE PROPERTY OF: LAURENS COUNTY

PERMANENT EASEMENT: 10,487 S.F. (0.24 AC)  
 TEMPORARY EASEMENT: 5,844 S.F. (0.13 AC)



HOSPITAL AREA IMPROVEMENTS  
 WATERLINE  
 LAURENS, SOUTH CAROLINA

**EXHIBIT: D**  
 EASEMENT EXHIBIT

117 Welborn St  
 Greenville, SC 29601  
 T 864.527.0460  
 GMCNETWORK.COM



OWNER: LAURENS COUNTY  
 TMS #534-00-00-006

GMC # CORE230066  
 DATE: 01/24/2024  
 DRAWN BY: HCA

DEPARTING BLUE PRINT PREPARED BY: HCA, INC. 11/15/2023. THIS DRAWING IS THE PROPERTY OF HCA, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM.



# New Business:

Approval- Resolution 2024-1CN:  
Disabilities Awareness Month

**RESOLUTION 2024-1CN**

STATE OF SOUTH CAROLINA )  
 ) **DISABILITIES AWARENESS MONTH**  
COUNTY OF LAURENS )

**WHEREAS**, Laurens County recognizes the unlimited potential for all citizens, including those with developmental disabilities to live, work, and thrive; and

**WHEREAS**, Laurens County is committed to recognizing that every person, regardless of perceived ability, has valuable strengths, infinite capacity to learn and make decisions, and the capability to make valuable contributions to their communities if given the opportunity to do so, and

**WHEREAS**, Laurens County is making positive changes by promoting equality of opportunity, access, and choice for individuals with developmental disabilities; and

**NOW, THEREFORE, BE IT RESOLVED:**

- 1. PURPOSE: The purpose of this Resolution is to adopt and designate the month of March, 2024 as Disabilities Awareness Month in Laurens County.
- 2. ACTION: Laurens County Council affirms and agrees on the 11<sup>th</sup> day of March, 2024 that the month of March, 2024 be designated as Disabilities Awareness Month in Laurens County.
- 3. AUTHORITY: Laurens County Council is authorized to take such actions pursuant to the powers designated and delegated to the County in Title 4 and Title 6 of the South Code of Laws, 1976, as amended.
- 4. CONFLICT: All Orders and Resolutions in conflict herewith, to the extent of such conflict only, are repealed and rescinded.
- 5. SEVERABILITY: Should any part or portion of this Resolution be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such finding shall not affect the remainder hereof, all of which is hereby deemed separable.
- 6. EFFECTIVE DATE: This Resolution shall take effect and be in force immediately upon enactment by a majority vote of the County Council.

(Signature page attached)

**BE IT RESOLVED** this 11<sup>th</sup> day of March, 2024.

LAURENS COUNTY COUNCIL

---

W. Brown Patterson, Jr., Chairman

ATTEST:

---

Cheyenne G. Noffz, Clerk  
Laurens County Council  
Laurens County, South Carolina

VOTE: \_\_\_\_\_

	FOR	AGAINST	ABSTAIN	ABSENT
Patterson	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Carroll	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Anderson	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Clark	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Younts	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Tribble	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rankin	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**APPROVED AS TO FORM:**

---

**A. "Sandy" Cruickshanks, IV**  
**Laurens County Special Counsel**



# New Business:

Approval- Resolution 2024-2CN:

Fair Housing Resolution



**BE IT RESOLVED** this 11<sup>th</sup> day of March, 2024.

LAURENS COUNTY COUNCIL

---

W. Brown Patterson, Jr., Chairman

ATTEST:

---

Cheyenne G. Noffz, Clerk  
Laurens County Council  
Laurens County, South Carolina

VOTE: \_\_\_\_\_

	FOR	AGAINST	ABSTAIN	ABSENT
Patterson	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Carroll	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Anderson	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Clark	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Younts	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Tribble	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rankin	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**APPROVED AS TO FORM:**

---

**A. "Sandy" Cruickshanks, IV**  
**Laurens County Special Counsel**