NOTICE

The Union County Council will hold their regular monthly meeting on Tuesday, January 10, 2023 in the Grand Jury Room at the Courthouse at 210 West Main Street at 5:30 p.m. The public is invited to attend and the meeting will be live streamed to www.facebook.com/GearUpUnionSC.

NOTICE

The public hearing previously advertised as being moved to Tuesday, January 10, 2023 beginning at 5:00 p.m. in the Grand Jury Room at the Union County Courthouse has been cancelled as the ordinance pertaining to land use was tabled by the Union County Council at their regular monthly meeting held on Tuesday, December 13, 2022.

AGENDA
REGULAR MONTHLY MEETING OF THE UNION COUNTY COUNCIL
GRAND JURY ROOM AT 210 W. MAIN STREET
UNION, S. C. 29379
Tuesday, January 10, 2023 at 5:30 p.m.
Live Stream to www.facebook.com/GearUpUnionSC

Call to Order.
Invocation and Pledge of Allegiance.
Roll Call.
Approval of minutes.
Service Awards.

1. Amy Austin with the Miracle League of Union County – Discuss securing grant money to pay for resurfacing.
2. Set dates and times for regular monthly Council meetings for 2023.
3. Consider appointment of vice-chair and chaplain.
4. Consider appointments to Standing Committees.
5. Consider any requests to fill vacant budgeted positions.
6. Consider any requests for capital funds.
7. Consider scheduling a special meeting on Tuesday, January 24, 2023.

Elected Officials:
Treasurer – Deborah E. Robertson
Auditor – Brad Valentine
Clerk of Court – Melanie Lawson
Probate Judge – Toni Allen
Sheriff – Jeff Bailey
Coroner William Holcombe

Resolution:
Matching Funds for ARC grant to develop a Regional Tourism Plan

Ordinances:
Tower Lease for Verizon (3rd Reading)
Amendment to Ordinance pertaining to appointments to boards and commissions (1st Reading)
Ordinance authorizing sale and conveyance of County-owned property to Union-Laurens Commission on Higher Education (1st Reading)

Supervisor's Report.
Call for Committee Reports.
Council announcements.
Executive Session to discuss personnel matter.
Consider the personnel matter.
Adjourn.

MINUTES
UNION COUNTY COUNCIL MEETING
TUESDAY, DECEMBER 13, 2022 AT 5:30 P.M.
GRAND JURY ROOM AT UNION COUNTY COURTHOUSE
LIVE STREAMED TO WWW.FACEBOOK.COM/GEARUPUNIONSC

Present: Chairman Phillip Russell, II, Vice-Chairman Ben Ivey, Councilwoman Tracie Campbell, Councilman David Sinclair, Councilwoman Carolyn Rutherford, Councilman John Flood, Clerk to Council Linda G. Jolly and County Attorney Sammy Diamaduros.
Absent: Councilman Ralph Tucker

Notice of the meeting and a copy of the agenda giving the date, time and place of the meeting was posted on the bulletin board in the hall of the Union County Courthouse and a copy was mailed or emailed to the members of the Union County Council, the County Attorney, Jeff Fellers with Clemson Extension, Mr. Mickey Gist, Mr. Robert Small, Mr. James Kollock, Mrs. Casie Jolly, Daniel Prince at WBCU Radio Station, Graham Williams at the County News, the News Room at the Spartanburg Herald Journal, Shell Suber at MHISC, and Michael Lee with MHISC as well as to elected officials and heads of various county departments and offices. A notice of the meeting and a copy of the agenda were also posted on the County's website.

Chairman Phillip Russell, II called the meeting to order. Vice-Chairman Ben Ivey gave the invocation followed by the Pledge of Allegiance which was led by Councilwoman Tracie Campbell.

Chairman Phillip Russell, II presented service award certificates and gift certificates for Joseph R. Roque for 5 years and for Ricky Mallett for 25 years of dedicated service to Union County.

The Clerk to Council gave the Roll Call with the following results:
Tracie Campbell, District 1 – Present
Ralph Tucker, District 2 – Absent
David Sinclair, District 3 - Present
Ben Ivey, District 4 - Present
Carolyn Rutherford, District 5 – Present
John Flood, District 6 – Present

John Flood: Made a motion to approve the minutes as written of the regular monthly meeting of the Union County Council held on November 15, 2022 and the special meeting of County Council held on November 29, 2022.
David Sinclair: Seconded the motion. The vote was unanimous.

Chairman Phillip Russell, II stated first on the agenda was to consider second reading of the ordinance to adopt regulations governing the development of land in unincorporated Union County, hereby referred to as the Union County Land Development Regulations; and to provide for other matters related thereto.
Tracie Campbell: Made a motion to table this land ordinance until there can be further discussion with certain groups of people especially with the land issue and the agricultural part because she knew there have been a lot of people who have been upset and it has really been unclear. She knows we have to have some type of land ordinance and suggested having more meetings where you invite people to have

input to maybe change things, delete things or whatever the case may be until we can all come together and the future Council votes on what is best for Union County and its citizens.
John Flood: Seconded the motion.
Councilman David Sinclair stated he appreciated all the effort the Planning Commission has put forth in this. He said he was in favor of the land development process but thought the one they currently have needs to be tailored more to fit Union County. He recommended to reach out to those that the plan will affect directly and get them involved then come back to Council with a new draft at a later date. Chairman Phillip Russell, II thanked the public for showing up Tuesday night and felt they were involved and engaged. We have a commission that has worked diligently on this but felt the public did their part as well and their information was well received. Councilman John Flood stated there were probably two hundred to three hundred people that attended the public meeting at Main Street Junction. When we are looking for applicants for boards, commissions and fire boards it would be nice if some of those people would volunteer. You won't fix anything in the county unless you get to be a part of the process.
The vote was unanimous.

Mary Owens stated that on behalf of the Sistas On The Move By Faith Education Center, she, as president was presenting their anticipated budget for fiscal year 2022-2023. They are a Non-Profit organization and have a sincere interest to work with seniors in the City of Union. Their mission is to help motivate, educate and encourage seniors to play their roles. They requested $29,150.00 and provided a list of how those funds would be used. She explained their agenda and courses offered. Chairman Phillip Russell, II referred the request to the Council Finance Committee.

Chairman Phillip Russell, II stated next on the agenda was to consider any requests to fill vacant budgeted positions. Probate Judge Toni Allen requested permission to fill a budgeted fulltime position in her office.
Ben Ivey: Made a motion to allow the Probate Judge to fill a budgeted fulltime position in her office.
John Flood: Seconded the motion. The vote was unanimous.

Chairman Phillip Russell, II stated they need to fill a finance position at 911. Nikia Brannon requested permission to fill the Administrative Assistant position as Esther Starnes is retiring. Chairman Phillip Russell stated Esther handles the financial functions at 911 which include funds from various sources including State, Federal and grant funds. She plans to work part-time for the next three months to help train someone.
Ben Ivey: Made a motion to allow the 911 Director to fill the Administrative Assistant position.
David Sinclair: Seconded the motion. The vote was unanimous.

Chairman Phillip Russell, II stated next on the agenda was to consider any requests for capital funds. He said Sheriff Bailey had been approved for $32,000.00 in capital funds for computers and radios. The Sheriff was not aware that these funds had been approved so he had purchased those items from his own budget. They found two surplus K9 cars that are in excellent condition and purchased both vehicles for $30,100.00. The vehicles are already equipped with dog cages and lights. All they will need to do is put the logo on the side of the vehicles and put a radio in them. He asked Council to pay for those vehicles out of the capital funds that had previously been allocated for radios and computers since he had already bought those.

Ben Ivey: Made a motion to approve payment of $30,100.00 from capital funds in place of the funds previously approved for radios and computers.
John Flood: Seconded the motion. The vote was unanimous.

Chairman Phillip Russell, II called for any comments from elected officials.

Sheriff Jeff Bailey stated they had to put down one of their K9 animals who will be really missed as he was important to the department as part of their K9 team.

Chairman Phillip Russell, II introduced a resolution authorizing a First Amendment to the Fee In Lieu of Tax Agreement by and between Volvo Car USA LLC and Union County, South Carolina dated December 1, 2018, providing for the extension of the investment period, and other matters related thereto. This would extend the FILOT for a 5-year period.
David Sinclair: Made a motion to dispense with referring the resolution to a committee and to adopt the resolution authorizing a First Amendment to the Fee In Lieu of Tax Agreement by and between Volvo Car USA LLC and Union County, South Carolina dated December 1, 2018, providing for the extension of the investment period, and other matters related thereto.
Ben Ivey: Seconded the motion. The vote was unanimous.

Chairman Phillip Russell, II presented for third and final reading an ordinance to amend the operating and capital budgets of Union County for the fiscal year beginning July 1, 2022 and ending June 30, 2023, and to amend appropriations for such Union County budgets for County ordinary purposes. This is needed to repair the roof on the Chrysler building.
Ben Ivey: Made a motion to adopt the ordinance to amend the operating and capital budgets of Union County for the fiscal year beginning July 1, 2022 and ending June 30, 2023, and to amend appropriations for such Union County budgets for County ordinary purposes.
Tracie Campbell: Seconded the motion. The vote was unanimous.

Chairman Phillip Russell, II presented for third and final reading an ordinance authorizing and approving the expansion of the boundaries of a joint county industrial and business park with Spartanburg County pursuant to Article VIII, Section 13 of the South Carolina Constitution, to include certain property owned and/or operated by South Carolina State Ports Authority or one or more of its affiliates or other related companies; and other matters related thereto. This pertains to the expansion of the State Ports Authority's BMW railyard.
John Flood: Made a motion to adopt the ordinance authorizing and approving the expansion of the boundaries of a joint county industrial and business park with Spartanburg County pursuant to Article VIII, Section 13 of the South Carolina Constitution, to include certain property owned and/or operated by South Carolina State Ports Authority or one or more of its affiliates or other related companies; and other matters related thereto.
Carolyn Rutherford: Seconded the motion. The vote was unanimous.

Chairman Phillip Russell, II presented for second reading an ordinance authorizing the lease of certain Union County-owned real property to Cellco Partnership; and other matters related thereto. Chairman Phillip Russell, II stated Cellco Verizon has offered to amend or continue the lease for $28,989.00 a year to lease a cell signal on the County's tower plus provide $60,000.00 worth of repairs to the tower to shore it up for future years.

COUNTY COUNCIL MEETING
DECEMBER 13, 2022

David Sinclair: Made a motion to accept second reading an ordinance authorizing the lease of certain Union County-owned real property to Cellco Partnership; and other matters related thereto.
Ben Ivey: Seconded the motion. The vote was unanimous.

Chairman Phillip Russell, II gave his Supervisor's Report. He said we received notification yesterday that the CDBG funds in the amount of $500,000.00 had been approved for the Goldville fire station. He is working with Jerry Brannon, Rusty Snider, ARC, Department of Commerce and Catawba Regional COG on the Buffalo Mill Park start-up project. The County has two and a half years to complete that project. He said he walked through the old South State Bank building. They should have finished mold remediation and should be finishing up on the third floor. Next week they should be working on cables for security and computers. After that they should do the HVAC then install the sheetrock. His guess was that the offices would move into the building in either March or April. He said they had poured one pad on the Lockhart Boat Ramp but got held up due to the rain. They still have to pour the second slab then finish up with asphalt and sidewalks. The County is taking bids on the jail addition with a pre-bid meeting to be held the beginning of January. They will open bids the middle of January so we will know what that project is going to cost. The County is taking bids for the roof at the Chrysler building. The County tore down three abandoned and unsafe properties in Ottaray in the past two weeks. He said we hate that we lost a K9 in the Sheriff's Office and they will be looking for a new K9 animal.

Chairman Phillip Russell, II called for any committee reports but there were none.

Chairman Phillip Russell, II called for any other business. Councilman John Flood thanked Councilwoman Tracie Campbell and Councilman Ben Ivey for their years of service on County Council as this is their last Council meeting. He said they served with the best interest of the County at heart. Chairman Phillip Russell, II presented Councilman Ben Ivey and Councilwoman Tracie Campbell with a plaque and a gift in appreciation for their dedication and service to Union County.

Chairman Phillip Russell, II wished everyone a Merry Christmas.

Ben Ivey: Made a motion to adjourn the meeting.
Tracie Campbell: Seconded the motion. The vote was unanimous.
The meeting was adjourned at 5:52 p.m.

Phillip Russell, II, Chairman
Union County Council

Linda G. Jolly, Clerk to Council

STANDING COMMITTEES:

1. County Administration and Finance:
   Ben Ivey, Chairman — David Sinclair
   Tracie Campbell — Carolyn Rutherford
   Ralph Tucker — John Flood

2. Public Works, Roads, and Bridges and County Property:
   David Sinclair, Chairman — Tracie Campbell
   Ben Ivey — Ralph Tucker

3. Personnel, County Offices and Departments:
   Carolyn Rutherford, Chairman — David Sinclair
   Ralph Tucker — Ben Ivey

4. Public Health & Social Services:
   Ralph Tucker, Chairman — John Flood
   David Sinclair — Tracie Campbell

5. Law Enforcement, Judiciary & Recreation:
   Tracie Campbell, Chairman — Carolyn Rutherford
   John Flood — Ben Ivey

6. Planning and Development:
   John Flood, Chairman — Ben Ivey
   David Sinclair — Carolyn Rutherford

Council Chaplain David Sinclair

STANDING COMMITTEES:

1. Committee on County Administration and Finance:
   This committee consists of all County Council Members. The function of this committee is to handle any administrative decisions and to consider and make recommendations on all requests for unbudgeted funding over $1,000.

2. Committee on Public Works, Roads, Bridges and County Property:
   The function of this committee is to oversee all aspects of public works, including roads and bridges. This would include any County-owned property. This committee inspects County-owned roads and makes recommendations to full Council concerning new roads to be taken into the County Road System.

3. Committee on Personnel, County Offices and Departments:
   This committee deals with personnel matters, rules and procedures concerning County employees. Requests from elected officials and department heads for changes or improvements within their offices, other than finance matters, will also be handled by this committee.

4. Committee on Public Health and Social Services:
   This committee deals with any activities that the County may be involved in that concerns public health or Social Services. Several County Members from this committee serve on boards for various organizations, such as the Council on Aging, Carolina Community Actions and Catawba Regional Planning Council. This committee also deals with the Hospital Board and matters concerning Wallace Thomson Hospital, Ellen Sagar Nursing Home and the Union County Emergency Medical Services.

5. Committee on Law Enforcement, Judiciary and Recreation:
   The function of this committee is to work with the Sheriff's Department on any matters concerning that department. The committee deals with the County Detention Center which would include housing and general upkeep and care of all prisoners that are the responsibility of the County. The County Recreation Department and Stadium would also fall under this committee. It would be their responsibility to oversee the property utilized by these departments and to make recommendations concerning improvements or changes to these facilities.

6. Committee on Planning and Developments:
   The function of this committee is to work in conjunction with the Union County Development Board to induce new industry into Union County and work with existing industry.

STATE OF SOUTH CAROLINA)
COUNTY OF UNION) **RESOLUTION**

WHEREAS, Union County, South Carolina, has plans to develop a Regional Tourism Plan for the County to better serve the residents of Union County; and,

WHEREAS, Union County intends to make an application for $50,000 to the Appalachian Regional Commission for funding; and,

WHEREAS, this program requires local matching funds of a minimum of 30 percent of the total project cost; and,

NOW, THEREFORE BE IT RESOLVED, the Union County Council, in Council assembled, hereby agrees to provide the required match of $21,500, which is 30 percent of the estimated project cost, as well as any additional funds needed to complete the project.

ADOPTED THIS THE 10th DAY OF JANUARY 2023

BY: _____
Union County Council

ATTEST: _____

STATE OF SOUTH CAROLINA
COUNTY OF UNION
ORDINANCE NO. _____

A UNION COUNTY ORDINANCE AUTHORIZING THE LEASE OF CERTAIN UNION COUNTY-OWNED REAL PROPERTY TO CELLCO PARTNERSHIP; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Union County (the "County") is a body politic and corporate and a political subdivision of the State of South Carolina (the "State"), and as such possesses all powers granted to counties by the Constitution and laws of the State; and

WHEREAS, Section 4-9-30 of the Code of Laws of South Carolina, 1976, as amended, provides, in part, that counties may convey or lease real property; and

WHEREAS, the County owns that certain real property located at 1643 Jonesville Hwy, Union, South Carolina (the "Land"), the appurtenances to the Land, and the improvements on the Land (the "Property"); and

WHEREAS, Cellco Partnership d/b/a Verizon Wireless, a Delaware corporation ("Cellco"), wishes to lease a portion of the Property from the County, and the County wishes to lease a portion of the Property to Cellco; and

NOW, THEREFORE, BE IT ORDAINED, BY UNION COUNTY COUNCIL AS FOLLOWS:

Section 1. Approval of Lease. Union County Council hereby approves and authorizes the lease of a portion of the Property to Cellco, subject to the terms and conditions set forth in the Lease Agreement attached as **Exhibit A** and incorporated herein by this reference.

Section 2. Acceptance of Lease Agreement; Ratification of Acts and Execution. Union County Council hereby accepts and approves the Lease Agreement. Union County Council hereby ratifies all actions heretofore taken by the County Supervisor with regard to the lease of a portion of the Property, including, without limitation, the execution and delivery of the Lease Agreement.

Section 3. Performance Under Agreements. The County Supervisor shall be, and hereby is, authorized to and directed to enforce the terms of the Lease Agreement and perform any and all acts on behalf of the County in accordance with the terms of the Lease Agreement.

Section 4. Execution and Delivery of Documents. The County Supervisor shall be, and hereby is, authorized to and directed to execute and deliver, on behalf of the County, all documents, and other contract items, all in accordance with the terms of the Lease Agreement, and in a form and substance acceptable to the County Supervisor, on advice of legal counsel to the County. The County Supervisor is further authorized and empowered to execute any subsequent amendments, extensions, or revisions to the Lease Agreement, certifications, or documents authorized under this Ordinance.

Section 5. 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 6. 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 7. Effective Date. This Ordinance shall be effective upon its enactment by Union County Council.

ORDAINED AND ENACTED by Union County Council, this ____ day of _____, 202__.

UNION COUNTY, SOUTH CAROLINA

By:_____
Phillip Russell, County Supervisor
Union County, South Carolina

ATTEST:

By:_____
Linda Jolly, Clerk to Union County Council
Union County, South Carolina

Date of First Reading: _____
Date of Second Reading: _____
Date of Public Hearing: _____
Date of Third Reading: _____

Exhibit A

Lease Agreement

[Attach Lease Agreement]

TOWER LEASE AGREEMENT

This Tower Lease Agreement (this "Agreement"), made this ____ day of _____, 20___ (the "Effective Date") between **Union County, South Carolina**, body politic and corporate and political subdivision of the State of South Carolina with an address of 210 W. Main Street, Union, South Carolina 29379, hereinafter designated LESSOR, and **Cellco Partnership** d/b/a Verizon Wireless, with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. PREMISES. LESSOR hereby leases to LESSEE a portion of that certain space ("the Tower Space") on LESSOR's tower (hereinafter referred to as the "Tower"), located at 1643 Jonesville Hwy, Union, Union County, South Carolina 29379, as shown on the Tax Map of the Union County as Parcel ID 055-00-00-026 000 (the entirety of LESSOR's property is referred to hereinafter as the "Property"), together with a 50' by 50' parcel of land containing 2,500 square feet (the "Land Space"), together with the non-exclusive right ("the Right of Way") for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under or along right-of-way extending from the nearest public right-of-way, Jonesville Hwy, to the Land Space; and together with any further rights of way (the "Further Rights of Way") over and through the Property between the Land Space and the Tower Space for the installation and maintenance of utility wires, poles, cables, conduits, and pipes. The Tower Space, Land Space, Right of Way and Further Rights of Way, if any, are substantially described in Exhibit "A", attached hereto and made a part hereof demised premises and are collectively referred to hereinafter as the "Premises".

In the event any provider of utility or similar support services (including fiber) is unable to use the Right of Way or Further Rights of Way, LESSOR hereby agrees to grant an additional right-of-way(s) either to LESSEE or to the provider at no cost to LESSEE in a location acceptable to LESSOR, in its reasonable discretion.

LESSOR hereby grants permission to LESSEE to install, maintain and operate the Tower equipment, including the radio communications equipment, antennas and appurtenances described in Exhibit "B" attached hereto (the "Equipment") at any time following the Effective Date, subject to this Agreement.

LESSEE reserves the right to replace the aforementioned Equipment with similar and comparable equipment provided said replacement does not increase tower loading of the Tower, as determined through a structural analysis conducted by an engineering company acceptable to LESSOR.

2. SURVEY. LESSOR also hereby grants to LESSEE the right to survey the Premises, and said survey shall then become Exhibit "C" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A". Cost for such work shall be borne by LESSEE.

3. LEASE TERM; RENTAL; ELECTRICAL.

a. This Agreement shall be effective on the Effective Date, provided, however, the initial term shall be for five (5) years (the initial term and any extension option(s) exercised pursuant to Paragraph 4 are collectively referred to as the "Lease Term") and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental of Twenty Eight Thousand Nine Hundred Eighty Nine and 24/100 Dollars (**$28,989.24)** to be paid in twelve (12) equal monthly installments of Two Thousand Four Hundred Fifteen and 77/100 Dollars ($2,415.77) on the first day of the month, in advance, to LESSOR or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by written notice given in accordance with Paragraph 25 below. The Agreement shall commence on **September 1, 2022** (the "Commencement Date"). Upon agreement of the Parties, LESSEE may pay rental payments by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon written request of LESSEE.

b. For any party to whom rental payments are to be made, LESSOR or any successor in interest of LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental Documentation") evidencing LESSOR's interest in, and right to receive payments under, this Agreement, including without limitation: (i) documentation, acceptable to LESSEE in LESSEE's reasonable discretion, evidencing LESSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LESSEE, for any Party to whom rental payments are to be made pursuant to this Agreement; and (iii) other documentation necessary under this Agreement and requested in writing by LESSEE in LESSEE's reasonable discretion. Notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments to any assignee(s), transferee(s) or other successor(s) in interest of LESSOR and LESSEE shall continue making rental payments directly to LESSOR until the Rental Documentation evidencing assignee(s), transferee(s) or other successor(s) of LESSOR's interest in, and right to receive rental payments under this Agreement has been supplied to LESSEE as provided herein.

c. The Parties acknowledge and agree that, pursuant to LESSEE's use and occupancy of the Premises under the Terminated Agreement (as defined in Paragraph 39 below), LESSEE has furnished and installed an electrical meter at the Premises. During the Lease Term LESSEE shall be permitted to maintain use of the electrical meter (and all other existing utility infrastructure) and LESSEE shall continue to pay the local utility company servicing the Premises for electrical power used by LESSEE's installation. LESSEE shall be permitted at any time during the Lease Term, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related Equipment and

appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by LESSOR. LESSEE shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises.

4. EXTENSIONS; EXPIRATION. Provided LESSEE is not in default of this Agreement beyond applicable notice and cure periods, LESSEE shall have four (4) options to extend the Lease Term for a period of five (5) years for each extension of the Lease Term. Each option must be exercised by LESSEE, if at all, by providing LESSOR written notice of its election to exercise the option at least three (3) months prior to the expiration of the then current Lease Term. Notwithstanding anything to the contrary herein, there shall be no extended Lease Term beyond September 1, 2048 (the "Extended Lease Term Expiration Date"), and this Agreement shall automatically expire on the Extended Lease Term Expiration Date. The Parties shall negotiate and enter into a new lease agreement for any lease and demise of the Premises after the Extended Lease Term Expiration Date.

5. EXTENSION RENTALS. In the event that LESSEE agrees to an extension of this Agreement pursuant to Paragraph 4 above, the annual rental for each five (5) year extension of the Lease Term shall be increased by 10% of the annual rental in effect during the immediately preceding five (5) year term.

6. [Intentionally Omitted]

7. TAXES. LESSEE shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which LESSOR demonstrates is the result of LESSEE's use of the Premises and/or the installation, maintenance, and operation of LESSEE's improvements, and any sales tax imposed on the rental payments (except to the extent that LESSEE is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes on the Property which LESSOR demonstrates arises from LESSEE's improvements and/or LESSEE's use of the Premises. LESSEE shall be responsible for the payment of any taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the business conducted by LESSEE at the Property. LESSOR shall be responsible for the payment of any taxes, levies, assessments and other charges (including franchise and similar taxes) imposed, if any, upon the business conducted by LESSOR at the Property, except to the extent that LESSOR is exempt by Law from paying any of the foregoing. Notwithstanding the foregoing, LESSEE shall not have the obligation to pay any tax, assessment, or charge that LESSEE is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Property. Nothing in this Paragraph shall be construed as making LESSEE liable for any portion of LESSOR's income taxes in connection with any Property or otherwise. Except as set forth in this Paragraph, LESSOR shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property and shall do so prior to the imposition of any lien on the Property.

LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this Paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

8. USE; GOVERNMENTAL APPROVALS.

a. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. All improvements, Equipment, utilities, ground-based equipment, and conduits shall be at LESSEE's expense and their installation shall be at the discretion and option of LESSEE. During the Lease Term and any extensions thereof, LESSEE shall have the right to replace, repair, add or otherwise modify its Equipment, utilities, ground-based equipment, and/or conduits or any portion thereof and the frequencies over which the Equipment operates, whether specified or not on any exhibit attached hereto. Notwithstanding the foregoing to the contrary, at no time during the Lease Term or any extension thereof may LESSEE increase the structural loading of its Equipment on the Tower without first obtaining: (i) a structural analysis of the Tower which shall be delivered to LESSOR upon completion; and (ii) prior written approval of LESSOR, provided such approval shall not be unreasonably withheld, conditioned or delayed and further provided that such approval shall be deemed granted if LESSOR fails to respond within thirty (30) days any such request. All requests for LESSOR's written approval pursuant to the immediately preceding sentence must be submitted in writing to LESSOR at the notice address set forth in Paragraph 26 of this Agreement and must state that "*Union County's approval will be deemed granted if Union County fails to respond to this request for approval within thirty (30) days*" or language substantially similar to the foregoing.

b. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the Effective Date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests and structural analysis which will permit LESSEE's use of the Premises as set forth above. It is further understood and agreed that the Governmental Approvals, soil boring tests and structure analysis shall be at LESSEE's sole cost and expense. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Premises with respect to the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a

timely manner; (iv) LESSEE determines that any soil boring tests or structural analyses are unsatisfactory; (v) LESSEE determines that the Premises is no longer technically or structurally compatible for its use, or (vi) LESSEE, in its reasonable discretion, determines that the use of the Premises is obsolete or unnecessary, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities, if any, made by each Party to the other hereunder. Otherwise, LESSEE shall have no further obligations for the payment of rent to LESSOR.

c. Both Parties understand and agree that in order to accommodate LESSEE's proposed tower equipment loading identified in **Exhibit B** it will be necessary to make certain repairs and modifications to the existing Tower. LESSEE shall be responsible for completing the repairs and modifications set forth in that certain Structural Modification Report prepared by Engineered Tower Solutions, PLLC dated December 10, 2021 (the "SMR"), which includes modifications that will increase the structural capacity of the Tower as well as the repair and replacement of that certain equipment and facilities of LESSOR damaged by LESSEE, including those certain crimped and damaged coax cables leading to LESSOR's antennas located at the top of the Tower. Following completion of the repairs and modifications detailed in the SMR and the installation of LESSEE's proposed Tower equipment loading set forth in **Exhibit B**, the Tower will have 88.1 Sufficient Capacity and the Tower foundation will have 77.4 Sufficient Capacity. Upon completing the installation of the Tower equipment identified in **Exhibit B** (as further detailed in the SMR), LESSEE shall not be allowed to make modifications to LESSEE's Tower equipment that would cause the Sufficient Capacity of the Tower (or the Tower foundation) to exceed 90%; provided, however, nothing herein shall prohibit LESSEE from installing the equipment specified in **Exhibit B** or equipment with less than or equivalent structural loading during the Lease Term. LESSEE shall bear the sole responsibility and costs associated with the repairs and modifications identified in the SMR. LESSEE shall complete the repairs and modifications identified in the SMR within a commercially reasonable time following the Effective Date.

9. INDEMNIFICATION. LESSEE shall indemnify and hold LESSOR harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of LESSEE, its officers, employees, contractors, invitees, or agents, except to the extent such claims or damages are caused by the negligence or willful misconduct of LESSOR, or its employees, contractors or agents.

10. INSURANCE.

a. [Intentionally omitted]

b. LESSEE will maintain at its own cost;

i. Commercial General Liability insurance with a limit of $2,000,000 per occurrence for bodily injury (including death) and for property damage and $2,000,000 general aggregate.

ii. Commercial Auto Liability insurance on all owned, non-owned and hired automobiles with a combined single limit of $1,000,000 each accident for bodily injury and property damage.

iii. Workers Compensation insurance providing the statutory benefits and Employers Liability of $1,000,000 each accident/disease/policy limit.

c. LESSOR shall maintain policies of insurance, insuring the Property against loss or damage as provided for political subdivisions under Applicable Law.

i. Upon written request of LESSOR, LESSEE shall deliver to Lessor certificates or other evidence of insurance for all required coverages hereunder.

ii. LESSEE's insurance policies required by this Agreement shall: (i) include LESSOR as an additional insured as its interest may appear under this Agreement on the Commercial General Liability and Auto Liability policies, and (ii) be maintained during the Lease Term. If any policy or coverage required hereunder is canceled, then LESSEE will use commercially reasonable efforts to notify LESSOR within thirty (30) days after receipt of written notice from its insurer.

11. LIMITATION OF LIABILITY. Except for any specific terms set forth in this Agreement, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

12. [Intentionally omitted].

13. ACCESS TO TOWER. LESSOR agrees LESSEE shall have free access to the Tower at all times for the purpose of installing and maintaining the said Equipment. LESSOR shall furnish LESSEE with necessary means of access for the purpose of ingress and egress to this site and Tower location. It is agreed, however, that only authorized engineers, employees or properly authorized contractors of LESSEE or persons under their direct supervision will be permitted to enter the Premises.

14. TOWER COMPLIANCE. LESSOR covenants that it will keep the Tower as well as any portion of the Premises used and occupied by LESSOR in good condition and repair as required by all Laws (as defined in Paragraph 35 below). LESSOR shall also comply with all rules and regulations enforced by the Federal Communications Commission with regard to the lighting, marking and painting of towers. No materials may be used in the installation of the antennas or transmission lines that will cause corrosion or rust or deterioration of the Tower structure or its

appurtenances. All antenna(s) on the Tower must be identified by a marking fastened securely to its bracket on the Tower and all transmission lines are to be tagged at the conduit opening where it enters any user's equipment space.

15. Prior to the Effective Date of this Agreement, LESSOR shall supply to LESSEE copies of all structural analysis reports that have been obtained and/or prepared with respect to the Tower. Throughout the Lease Term or any extension thereof, LESSOR shall supply to LESSEE copies of all structural analysis reports that are obtained and/or prepared with respect to the Tower promptly after LESSEE's request for the same and LESSEE shall supply to LESSOR copies of all structural analysis reports prepared on LESSEE's behalf promptly after the completion of the same.

16. INTERFERENCE. LESSEE agrees to install Equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other licensed wireless communications providers of the Property which existed on the Property prior to the Effective Date. In the event any after-installed LESSEE's Equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, powering down such Equipment and later powering up such Equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the Equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants, occupants, or users of the Property who currently have or in the future take possession of, all or a part of, the Property will be permitted to install only such Equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing Equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

17. REMOVAL AT END OF LEASE TERM. LESSEE shall, upon expiration of the Lease Term and any extension thereof, or within ninety (90) days after any earlier termination of the Agreement, remove its building(s), antenna(s), Equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear excepted. LESSOR agrees and acknowledges that all of the Equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE, and LESSEE shall have the right to remove the same at any time during the Lease Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws (as defined in hereinbelow). If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rental payments at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

18. HOLDOVER. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 17 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, LESSEE holds

over in violation of Paragraph 17 and this Paragraph 18, then the rental then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 17 shall be equal to the rental payment applicable during the month immediately preceding such expiration or earlier termination.

19. [Intentionally Omitted]

20. RIGHTS UPON SALE. Should LESSOR, at any time during the Lease Term decide (i) to sell or transfer all or any part of the Property or the Tower thereon to a purchaser other than LESSEE, or (ii) to grant to a third Party by easement or other legal instrument an interest in and to any portion of the Premises occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement.

21. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying rental payments when due and owing, and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

22. TITLE. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Lease Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants during the Lease Term that there are no liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

23. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

24. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of South Carolina.

25. ASSIGNMENT. This Agreement may be sold, assigned or transferred by LESSEE without any approval or consent of LESSOR to LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market

defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. LESSEE shall provide written notice to LESSOR following any such sale, assignment or transfer authorized under this Agreement. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder.

26. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: Union County, South Carolina
210 W. Main Street
Union, South Carolina 29379
Attention: County Supervisor

LESSEE: Cellco Partnership
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

27. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the Parties hereto.

28. SUBORDINATION AND NON-DISTURBANCE. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property, including but not limited to the Premises; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Premises or the Property, Lender or such

successor-in-interest or Purchaser will (1) honor all of the terms of the Agreement, (2) fulfill LESSOR's obligations under the Agreement, and (3) promptly cure all of the then-existing LESSOR defaults under the Agreement. The Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for the Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that this Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Premises or the Property and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

29. RECORDING. LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Lease Term or rental payments. LESSEE agrees to promptly execute and deliver a recordable termination of the Memorandum of this Agreement following any termination or expiration of this Agreement.

30. DEFAULT.

a. In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the rental payment, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph.

b. In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within

the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business on the Property; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

31. REMEDIES. Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon receipt of invoice therefor. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate this Agreement, subject to applicable notice and cure periods, and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws of South Carolina.

32. ENVIRONMENTAL.

i. LESSOR shall be responsible for all obligations of compliance with applicable Federal, State and Local requirements governing environmental and industrial hygiene matters including, but not limited to, those set out in any applicable statute, regulation, order, legal decision or by common law, except to the extent that any failure to comply with a requirement is caused by the activities of LESSEE, its officers, employees, contractors, invitees, or agents. LESSOR agrees to sign any necessary waste manifest associated with the removal, transportation and/or disposal of soils excavated at the Property during construction of LESSEE's facility.

ii. LESSEE shall hold LESSOR harmless, defend and indemnify LESSOR from and assume all duties, responsibility and liability, at LESSEE's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, attorney's fees or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which results or is alleged to have resulted from any (i) failure to comply with any legal requirement governing environmental or industrial hygiene matters but only to the extent that any such non-compliance is caused by LESSEE; and (ii) environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Premises or activities conducted thereon but only to the extent that such environmental conditions are caused by LESSEE.

33. CASUALTY. In the event of damage by fire or other casualty to the Tower or Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably

be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not taken substantial actions to complete the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rental shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

34. CONDEMNATION. In the event of any condemnation of all or any portion of the Premises, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Tower, LESSEE, in LESSEE's reasonable discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the Equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rental shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises. In the event that this Agreement is not terminated by reason of such condemnation, LESSOR shall promptly repair any damage to the Premises caused by such condemning authority.

35. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

36. APPLICABLE LAWS. During the Lease Term, LESSOR shall maintain the Property and all structural elements of the Premises in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises; and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE on the Premises.

37. [Intentionally Omitted]

38. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

39. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

40. PRIOR TERMINATED AGREEMENT. LESSOR and LESSEE agree that this Agreement replaces the agreement between Union County, South Carolina and Cellco Partnership d/b/a Verizon Wireless dated September 9, 1992 and amended October 20, 2013 and June 16, 2014 referenced by LESSEE as Contract #2389 ("Terminated Agreement"). LESSOR and LESSEE acknowledge that notwithstanding the termination of the Terminated Agreement and the commencement of this Agreement, LESSEE may continue to make, and the LESSOR may continue to receive, rental and other payments pursuant to the Terminated Agreement. In such event, any rental or other payments made pursuant to the Terminated Agreement after its termination shall be applied and credited against any rentals or other payments due under this Agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR:

Union County, South Carolina

By:_____

Print Name:_____

Title:_____

Date:_____

LESSEE:

Cellco Partnership d/b/a Verizon Wireless

By:_____

Print Name:_____

Title:_____

Date:_____

Exhibit A

Premises

(See Attached)

Exhibit B
Lessee's Equipment

Equipment:
15 antennas
6 RRUs
2 Raycaps
6 coaxial lines
2 Hybrid lines

Land Space: Parcel containing 50' x 50' for ground equipment and generator plus nonexclusive easements for ice bridge, and ground ring.

AN AMENDMENT TO UNION COUNTY ORDINANCE NUMBER 272 TO PLACE ALL BOARDS AND COMMISSIONS CREATED PURSUANT TO UNION COUNTY COUNCIL AUTHORITY UNDER 4-9-30 OF THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED, UNDER THE PURVIEW OF UNION COUNTY COUNCIL.

The purpose is to update this ordinance;

To propose an ability that would allow dually elected council members to make appointments to Boards, Commissions, and Similar as needed, upon their taking office.

To propose an ability that would allow council to appoint a person to a vacant board, commission, or similar should a member of council not be able to for an extended period of time.

To propose a change to the Stadium Commission.

To propose updating the ordinance, removing Boards, Commissions, and Similar which are no longer applicable to Union County, and / or appointed by State Government Officials.

- **ARTICLE XI. - BOARDS, COMMISSIONS AND SIMILAR ENTITIES**[5]

- **DIVISION 1. - GENERALLY**
- **Sec. 2-200. - Administration of boards, commissions, and committees.**

These regulations and procedures shall apply to all Union County boards, commissions, committees, or similar entities created by Union County Council under the auspices and authority of section 4-9-30 of the South Carolina Code of Laws, 1976, as amended, or any other such entity subject to the rules and regulations of, or controlled by Union County Council, which is not otherwise regulated or controlled by state law, all of which, collectively, are hereby referred to as "board" or "boards". The following regulations are in addition to, not in lieu of, all others contained in the Union County Code of Ordinances or in any Union County ordinance. In the event of any inconsistency, this section shall prevail over these general regulations, except as explicitly stated otherwise herein.

Upon adoption of this section, all terms of office shall run from January 1 through December 31 of the respective years of appointment and termination. All board terms shall be co-terminus with the term of the appointing or nominating council member, but with the initial appointments of new council members not scheduled to be made until June of the first year of the council member's term. but with the initial appointments of new council members not scheduled to be made until June of the first year of the council member's term. (request to remove this line.)

A staggered appointment schedule for all county council-appointed boards will be maintained in the county council office by the clerk to council.

No member of a board ("member") shall serve on more than one (1) board at any given time. Appointment terms will be for four (4) years unless otherwise stated herein. No member shall serve more than two (2) consecutive terms and will not be eligible for reappointment for a third consecutive term as long as there is another qualified applicant. The provisions on terms and term limits shall not operate to prematurely terminate the term of any member serving at the time of adoption of these regulations, but shall apply to any terms or prospective terms thereafter.

Interested candidates for any board will be requested to complete the "Questionnaire for Board/Commission" and submit it to the clerk to council for distribution to council. Council is not required to select a member from the submitted questionnaires; members of council may directly solicit a candidate for any appointment by the council. Candidates must be residents of Union County and must maintain their residence in Union County for the duration of their term of office unless they are being considered for an ex-officio or non-voting advisory position. Any person who is appointed as a member of any board by county council must attend a minimum of seventy-five (75) percent of all meetings from January through December of each calendar year or forfeit their position on said board unless otherwise approved by a majority vote of county council.

Notwithstanding any other provision of the Code, all boards will be appointed by the methodology of one (1) member nominated by each council member and at-large representatives as required to meet the board membership total, as stated herein. (Add the ability which will allow Council to make board recommendations for another councilmember when a member is unable to perform this function for an extended period of time.)

All appointments to each board will be made upon recommendation by a council member before the full council with a majority vote. The same process will be utilized for removal of any member.

All boards addressed by this section shall use the Model Rules of Parliamentary Procedure for South Carolina Counties, published by the South Carolina Association of Counties, as the basis for their parliamentary procedures.

A member who is absent from three (3) consecutive meetings without adequate excuse, such as documented illness, shall be reported by the chairperson of that board to council and is subject to replacement by council. Any member may also be removed or replaced at will by majority vote of council upon the motion of the appointing council member at any time, unless appointment is required by or regulated by state or federal law.

Each board shall annually elect a chairperson, a vice chairperson, and a secretary. Each newly elected chairperson shall, as soon as practically possible, attend an appropriate training session regarding the procedures for proper governance of such board. Additionally, the entire board shall participate in an informative meeting detailing the function and duties of such board. All such training sessions are the responsibility of the county department or agency with which the board is most closely associated.

Each board shall enact by-laws, not in conflict with this section or state law, which govern the conduct of meetings, attendance, committees and the regular business of the board.

All county boards shall comply with the provisions of the South Carolina Freedom of Information Act ("FOIA") and the requirements set forth in the Code of Ordinances and subsequent ordinances concerning freedom of information and the conduct of public meetings.

Members of county boards, generally, are defined as "public officials" under the South Carolina Ethics Act, section 8-13-100 et seq. of the South Carolina Code of Laws, 1976, as amended. It shall be the responsibility of members, individually and collectively, to become familiar with the provisions of that law and conduct themselves accordingly. As stated in the South Carolina Ethics Act, and without limiting the applicability of any other provision of the South Carolina Ethics Act, members of county boards shall not use membership on the county board to obtain a direct personal economic interest, an economic interest for the immediate family of the member, an economic interest for an individual with whom the member is associated, or an economic interest for a business with which the member is associated. These requirements are applicable to all county boards, and their members, both through the South Carolina Ethics Act and, separately, through this section.

County council shall meet with board members and delineate duties and responsibilities of each board, as necessary and appropriate. The role of the various boards may be changed by the county council from time to time, within the parameters of state law, so as to best meet the needs of the county.

Each board will have a staff liaison to be designated by either county council or the county supervisor. It is the responsibility of staff liaison to notify the clerk to council regarding resignations and/or vacancies on any board or commission. It is also the responsibility of the staff liaison to monitor the appointment schedule and inquire and report to the clerk to council if current members wish to be considered for reappointment or replacement.

All board members will serve without compensation effective December 31, 2013.

The Union County Development Board shall consist of ten (10) members and one (1) ex-officio member appointed by county council for terms of three (3) years. Members may be exempt from residency requirements. Members may be reappointed after two (2) consecutive terms if there are no other qualified applicants.

Appointments are strongly recommended from the following sectors: one (1) from private utilities, one (1) from public utilities, two (2) from financial institutions or other professional occupations that impact industry recruitment/retention, two (2) from existing industry over fifty (50) employees, one (1) from the local healthcare system, two (2) from higher education, and one (1) at-large member recommended at the discretion of the executive director to serve for a two-year term. The ex-officio member will be the superintendent of the local school district.

Interested candidates must submit a Union County Development-specific questionnaire/application along with a resume to the clerk to council for distribution to and review by full council. The Union County Development Board shall review all applicants and make appointment recommendations to county council for approval. County council is not required to select a member from the submitted questionnaires/applications. Removal of board members will be by majority vote of county council.

Any person who is appointed to the Union County Development Board must attend a minimum of seventy-five (75) percent of all meetings from January through December of each calendar year or forfeit their position on the development board; unless, otherwise excused for purposes of illness and/or board-related or business-related activities that impact the development board.

The Union County Stadium Commission will consist of seven (7) members with appointments being made by each council member from district 1 through district 6 and the seventh member being the superintendent of the local school district. The mayor of the City of Union and the county supervisor will serve as ex-officio non-voting members. All other requirements of this section other than the appointments will apply.

(Propose that this section shall be changed to the Stadium Commission shall consist of three members, which will be. The Superintendent of the Union County School District, City Mayor or City Manager, and the Union County Supervisor. The Stadium Director will be an ex-officio member and chair the committee.)

This section will not apply to the selection and appointment process for the board of fire control for the fire districts nor do the attendance requirements apply. Removal of board members will be by majority vote of county council.

(Ord. No. 2013-272, § 3, 5-14-13)

- **Sec. 2-201. - Council to appoint members of certain boards, etc.**

  SHARE LINK TO SECTIONPRINT SECTIONDOWNLOAD (DOCX) OF SECTIONSEMAIL SECTION

  The county council shall provide for the appointment of all county boards, committees and commissions whose appointment is not provided for by the general law or the Constitution pursuant to section 4-9-170 of the Code of Laws of South Carolina, 1976, as amended.

  (Ord. No. 41, 12-1-80)

- **Sec. 2-202. - Appointments to be made by council as terms expire.**

  SHARE LINK TO SECTIONPRINT SECTIONDOWNLOAD (DOCX) OF SECTIONSEMAIL SECTION

  The ~~Union County Commission for Higher Education, (remove this entry),~~ the Union County Carnegie Library, the Union County Commission on Alcohol and Drug Abuse, the Union County Fair Association, the Union County Airport Commission, the Union County Stadium Commission and any other local boards, committees and commissions whose appointment is not provided for by the general law or the Constitution shall be appointed by the county council as their various terms of office expire.

  (Ord. No. 41, 12-1-80)

- **Sec. 2-203. - Residency requirements.**

  SHARE LINK TO SECTIONPRINT SECTIONDOWNLOAD (DOCX) OF SECTIONSEMAIL SECTION

  All members of appointive boards, committees and commissions shall at the time of their appointment be residents of the county and shall maintain their residences for the duration of their terms of office.

  (Ord. No. 41, 12-1-80)

- **Sec. 2-204. - Limitation on terms of service.**

  SHARE LINK TO SECTIONPRINT SECTIONDOWNLOAD (DOCX) OF SECTIONSEMAIL SECTION

No person who is appointed as a member of a board, committee, or commission by the county council shall be eligible to serve more than two (2) consecutive terms as a member of such board, committee or commission unless approved by a majority vote of county council. Any person who is appointed as a member of a board, committee, or commission by the county council must attend a minimum of seventy-five (75) percent of all meetings from January through December of each calendar year or forfeit their position on said board, committee, or commission unless otherwise approved by a majority vote of county council.

(Ord. of 12-11-96; Ord. of 2-8-06(1))

- **Secs. 2-205—2-210. - Reserved.**

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- ~~**DIVISION 2. - COUNCIL ON AGING**~~[6] – **REMOVE THIS SECTION**

~~SHARE LINK TO SECTIONPRINT SECTIONDOWNLOAD (DOCX) OF SECTIONSEMAIL SECTION~~

- ~~**Sec. 2-211. - Purpose; authority; membership; designation.**~~

~~SHARE LINK TO SECTIONPRINT SECTIONDOWNLOAD (DOCX) OF SECTIONSEMAIL SECTION~~

~~The Union County Council On Aging is the agency in Union County delegated by county council to assist the elderly of our county with nutrition, transportation and other basic human needs.~~

~~The Union County Council On Aging is answerable to county council for budgetary expenditures.~~

~~The Union County Council on Aging's Board Chairperson is installed by county supervisor.~~

~~The County council appoints a board member to represent the county in all business of Union County Council On Aging.~~

~~The Union County Council declares Union County Council On Aging an instrumentality of the county; eligible to purchase health and retirement benefits through the county.~~

(Res. of 9-10-91)

Editor's note— An ordinance adopted Sept. 10, 1991, did not specifically amend the Code; hence, its inclusion herein as superseding provisions originally contained in § 2-211 was at the discretion of the editor. Said original provisions pertained to similar subject matter as the superseding provisions and derived from a resolution of Jan. 4, 1983 and a resolution of March 5, 1986.

- **Sec. 2-212. - Transportation of elderly and/or handicapped persons.**

SHARE LINK TO SECTIONPRINT SECTIONDOWNLOAD (DOCX) OF SECTIONSEMAIL SECTION

The Union County Council herewith designates the Union County Council on Aging, Inc. as the entity in Union County to provide transportation to the handicapped and/or elderly. We further state our support for the applicant as the provider in this geographic area to provide transportation services to particular sectors of the handicapped and/or elderly.

(Ord. of 5-12-93)

Editor's note— An ordinance adopted May 12, 1993, did not specifically amend the Code; hence, its inclusion herein as § 2-212 was the discretion of the editor.

- **Secs. 2-213—2-220. - Reserved.**

SHARE LINK TO SECTIONPRINT SECTIONDOWNLOAD (DOCX) OF SECTIONSEMAIL SECTION

- **DIVISION 3. - COMMISSION ON ALCOHOL AND DRUG ABUSE**

SHARE LINK TO SECTIONPRINT SECTIONDOWNLOAD (DOCX) OF SECTIONSEMAIL SECTION

- **Sec. 2-221. - Establishment.**

SHARE LINK TO SECTIONPRINT SECTIONDOWNLOAD (DOCX) OF SECTIONSEMAIL SECTION

There is hereby established the Union County Commission on Alcohol and Drug Abuse, referred to in this Article as "the Commission," to be the designated single

county authority for alcohol and drug abuse programming pursuant to South Carolina Act 301 of 1973.

(Ord. No. 19, § 1, 4-5-79)

- **Sec. 2-222. - Membership.**

SHARE LINK TO SECTIONPRINT SECTIONDOWNLOAD (DOCX) OF SECTIONSEMAIL SECTION

The commission shall be composed of seven (7) members for a term of four (4) years and all terms of office shall run from January 1 through December 31 of the respective years of appointment and termination. All board terms shall be co-terminus with the term of the appointing or nominating council member, but with the initial appointments of new council members not scheduled to be made until June of the first year of the council member's term. Candidates must be residents of Union County and must maintain their residence in Union County for the duration of their term of office unless they are being considered for an ex-officio or non-voting advisory position. No member shall serve on more than one (1) board at any given time. No member shall serve more than two (2) consecutive terms and will not be eligible for reappointment for a third consecutive term as long as there is another qualified applicant. Any person who is appointed as a member of any board by county council must attend a minimum of seventy-five (75) percent of all meetings from January through December of each calendar year or forfeit their position on said board unless otherwise approved by a majority vote of county council.

(Ord. No. 19, §§ 2, 3, 4-5-79; Ord. No. 2013-272, § 3, 5-14-13)

- **Sec. 2-223. - Members' qualifications.**

SHARE LINK TO SECTIONPRINT SECTIONDOWNLOAD (DOCX) OF SECTIONSEMAIL SECTION

All members shall serve without compensation and shall be residents of the county. The members shall be selected by the county council to represent a cross-section of the community.

(Ord. No. 19, § 4, 4-5-79)

- **Sec. 2-224. - Meetings and officers.**

SHARE LINK TO SECTIONPRINT SECTIONDOWNLOAD (DOCX) OF SECTIONSEMAIL SECTION

The commission shall meet within thirty (30) days of their appointment for the selection of officers. The commission shall be governed by the adopted by-laws for the conduct of its business not inconsistent with this division.

(Ord. No. 19, § 5, 4-5-79)

- **Sec. 2-225. - Responsibilities and duties.**

SHARE LINK TO SECTIONPRINT SECTIONDOWNLOAD (DOCX) OF SECTIONSEMAIL SECTION

The commission shall be authorized:

(1)

To develop and submit to county council for approval a comprehensive county alcohol and drug abuse plan which is:

a.

In accordance with South Carolina Act 301 of 1973; and

b.

Consistent with the South Carolina State Plan on Alcohol and Drug Abuse as required by Public Laws 91-616, as amended, and 92-255, as amended; and

c.

Inclusive of all alcohol and drug abuse programs operating in the county, to include the identification and accounting of all funds utilized for the implementation and execution of these programs.

(2)

To submit an operating budget, approved by the commission, to the county council for approval each fiscal year beginning July 1 and ending June 30 for purposes of carrying out the comprehensive county alcohol and drug abuse plan.

(3)

To receive and expend gifts, bequests, and devises which may be used to further the efforts of alcohol and drug abuse programs.

(4)

To receive and expend contributions and appropriations from public and private sources and to enter into contracts; to seek financial support from private and corporate sources, foundations, and state and federal programs to carry out the programs outlined in the comprehensive county alcohol and drug abuse plan.

(5)

To be the county authority for alcohol and drug abuse programming to cooperate with the South Carolina Commission on Alcohol and Drug Abuse in the implementation of the state plan on alcohol and drug abuse.

(6)

To employ an executive director who shall perform such duties as required to carry out the approved comprehensive county alcohol and drug abuse plan. Such other personnel as may be required may be employed by the director with the approval of the commission.

(7)

To designate compensation to be paid to the director and other personnel.

(8)

To develop personnel system policies and procedures for commission employees by which all commission employees will be regulated.

(9)

To coordinate all alcohol and drug abuse prevention, intervention, and treatment programs operated by public agencies in the county.

(10)

To facilitate the cooperation of all private agencies having programs directed toward the solving of the alcohol and drug abuse problem.

(11)

To review and make recommendations concerning the application of any agency for alcohol and drug abuse program funds to be utilized in the county and to ensure such program is consistent with the comprehensive county alcohol and drug abuse plan.

(12)

To provide to the county council a programmatic progress report using a format jointly agreed upon by the commission and county council.

(13)

To establish an efficient set of management and fiscal controls and as soon after the close of the fiscal year as practical and in accordance with section 14-3712 of South Carolina Act 283 of 1975, to provide for an audit of commission operations with a copy of the audit of the commission, filed with the county council.

(Ord. No. 19, § 6, 4-5-79)

- **Secs. 2-226—2-230. - Reserved.**

SHARE LINK TO SECTIONPRINT SECTIONDOWNLOAD (DOCX) OF SECTIONSEMAIL SECTION

- **DIVISION 4. - ECONOMIC DEVELOPMENT BOARD**[7]

SHARE LINK TO SECTIONPRINT SECTIONDOWNLOAD (DOCX) OF SECTIONSEMAIL SECTION

- **Sec. 2-231. - Created.**

SHARE LINK TO SECTIONPRINT SECTIONDOWNLOAD (DOCX) OF SECTIONSEMAIL SECTION

The Union County Economic Development Board, referred to in this division as "the board," which is hereby charged with being an advisory board to the County economic development staff for the promotion of industrial and commercial development in the county, is hereby created.

(Ord. No. 338, § 2, 8-14-18)

- **Sec. 2-232. - Purpose.**

SHARE LINK TO SECTIONPRINT SECTIONDOWNLOAD (DOCX) OF SECTIONSEMAIL SECTION

The board shall be an advisory board to the county economic development staff and executive director for the purpose of recruiting and retaining industry and business in and to the county.

(Ord. No. 338, § 3, 8-14-18)

- **Sec. 2-233. - Membership.**

SHARE LINK TO SECTIONPRINT SECTIONDOWNLOAD (DOCX) OF SECTIONSEMAIL SECTION

(a)

The Union County Economic Development Board shall consist of ten (10) members and one (1) ex-officio member appointed by county council for terms of three (3) years. Members may be exempt from residency requirements. Members maybe reappointed after two (2) consecutive terms if there are no other qualified applicants.

(b)

Appointments are strongly recommended from the following sectors: one (1) from private utilities, one (1) from public utilities, two (2) from financial institutions or other professional occupations that impact industry recruitment/retention, two (2) from existing industry over fifty (50) employees, one (1) from the local healthcare system, two (2) from higher education, and one (1) at-large member recommended at the discretion of the executive director to serve for a two-year term. The ex-officio member will be the superintendent of the local school district.

(c)

Interested candidates must submit a Union County Economic Development-specific questionnaire/application along with a resume to the clerk to council for distribution to and review by full council. The economic development board shall review all applicants and make appointment recommendations to the county council for approval. The county council is not required to select a member from the submitted questionnaires/applications. Removal of board members will be by majority vote of county council.

(d)

Any person who is appointed to the economic development board must attend a minimum of seventy-five (75) percent of all meetings from January through December of each calendar year or forfeit their position on the economic development board, unless otherwise excused for reason of illness and/or board-related or business-related activities that impact the economic development board.

(e)

No member shall serve on more than one (1) county board at any given time. No member shall serve more than two (2) consecutive terms and will not be eligible for reappointment for a third consecutive term as long as there is another qualified applicant.

(Ord. No. 338, § 4, 8-14-18)

(Ord. No. 338, § 4, 8-14-18)

- **Sec. 2-234. - Organization.**

SHARE LINK TO SECTIONPRINT SECTIONDOWNLOAD (DOCX) OF SECTIONSEMAIL SECTION

The ten-member board shall select its chairperson and shall elect such officers, hold such meetings, and establish its rules and regulations as it shall deem necessary and proper for carrying on its functions. The board shall comply with the South Carolina Freedom of Information Act in all regards in the conduct of its activities. The board shall function by making recommendations in its field of expertise and service to the county economic development executive director and the economic development staff, or directly to the county supervisor as specified herein.

(Ord. No. 338, § 5, 8-14-18)

- **Sec. 2-235. - Economic development director.**

SHARE LINK TO SECTIONPRINT SECTIONDOWNLOAD (DOCX) OF SECTIONSEMAIL SECTION

The board shall recommend a candidate for the position of executive director to the county supervisor. The county supervisor shall have the authority to accept and appoint the recommended candidate or direct that the board continue to search for another candidate. The county supervisor shall be authorized to appoint an interim executive director who shall serve until an acceptable candidate has been recommended and approved by the county supervisor. The executive director shall report to and serve at the pleasure of the county supervisor. All other employees of the economic development board shall report to the executive director. The executive director and any other budgeted employees of the economic development board shall be county employees subject to the personnel and organizational policies of the county and the policies, procedures, and directives of the county council, and the overall economic development director and staff shall function as a county department.

(Ord. No. 338, § 6, 8-14-18)

- **Sec. 2-236. - Reports.**

  SHARE LINK TO SECTIONPRINT SECTIONDOWNLOAD (DOCX) OF SECTIONSEMAIL SECTION

  The board shall submit written reports to the county council at three-month intervals.

  (Ord. No. 338, § 7, 8-14-18)

- **Sec. 2-237. - Funding.**

  SHARE LINK TO SECTIONPRINT SECTIONDOWNLOAD (DOCX) OF SECTIONSEMAIL SECTION

  The executive director shall work with the board to propose an operating budget to the county supervisor annually by May 1st for the subsequent fiscal year. The County supervisor shall review and submit the proposed budget for the economic development board to the county council for approval through the normal budget process of the county, as for every other county department. The county supervisor or his designee shall administer the annual budget of the economic development board in the same manner as any other department under the governance of the county council and reporting to the county supervisor. Inasmuch as the county budget ordinance for the fiscal year beginning July 1, 2018 has already been adopted by county council by the time of enactment of the ordinance from which this division derives, and the budget for the county economic development board approved as a part thereof, that budget and the funds appropriated to the county economic development board by that budget will be administered and applied by the county supervisor for the operation of the county economic development department, including funding of staff and executive director, for the fiscal year beginning July 1, 2018 and ending June 30, 2019.

  (Ord. No. 338, § 8, 8-14-18)

- **Secs. 2-238—2-240. - Reserved.**

  SHARE LINK TO SECTIONPRINT SECTIONDOWNLOAD (DOCX) OF SECTIONSEMAIL SECTION

- **DIVISION 5. - STADIUM COMMISSION**[8]

  SHARE LINK TO SECTIONPRINT SECTIONDOWNLOAD (DOCX) OF SECTIONSEMAIL SECTION

- **Sec. 2-241. - Created; purpose.**

  SHARE LINK TO SECTIONPRINT SECTIONDOWNLOAD (DOCX) OF SECTIONSEMAIL SECTION

  There is hereby established the Union County Stadium Commission which shall have for its purposes the promotion of sporting events and recreation in the county.

  (Ord. of 3-20-85, § 1)

- **Sec. 2-242. - Membership.**

  SHARE LINK TO SECTIONPRINT SECTIONDOWNLOAD (DOCX) OF SECTIONSEMAIL SECTION

  (a)

  ~~The Union County Stadium Commission will consist of seven (7) members for four-year terms with appointments being made by each council member from district 1 through district 6 and the seventh member being the superintendent of the local school district. The mayor of the City of Union and the county supervisor will serve as ex-officio non-voting members. Candidates must be residents of Union County and must maintain their residence in Union County for the duration of their term of office unless they are being considered for an ex-officio or non-voting advisory position. No member shall serve on more than one (1) board at any given time. No member shall serve more than two (2) consecutive terms and will not be eligible for reappointment for a third consecutive term as long as there is another qualified applicant. Any person who is appointed as a member of any board by county council must attend a minimum of seventy-five (75) percent of all meetings from January through December of each calendar year or forfeit their position on said board unless otherwise approved by a majority vote of county council.~~

  Change to read:

  The Union County Stadium Commission will consist of seven (7) members with appointments being made by each council member from district 1 through district 6 and the seventh member being the superintendent of the local school district. The mayor of the City of Union and the county supervisor will serve as ex-officio non-voting members. All other requirements of this section other than the appointments will apply.

  (Propose that this section shall be changed to the Stadium Commission shall consist of three members, which will be. The Superintendent of the Union County School District,

City Mayor or City Manager, and the Union County Supervisor. The Stadium Director will be an ex-officio member and chair the committee.)

(b)

The commission members shall serve without compensation.

(Ord. of 3-20-85, §§ 1, 2; Ord. No. 2013-272, § 3, 5-14-13)

- **Sec. 2-243. - Organization.**

SHARE LINK TO SECTIONPRINT SECTIONDOWNLOAD (DOCX) OF SECTIONSEMAIL SECTION

~~The five-member stadium commission shall select its chairman and vice-chairman no later than March 1 of each year and shall hold no fewer than two (2) meetings each year. The commission shall hold such meetings and establish such rules and regulations as it shall deem necessary and proper for carrying on its functions.~~

(Ord. of 3-20-85, § 3)

- **Secs. 2-244—2-250. - Reserved.**

SHARE LINK TO SECTIONPRINT SECTIONDOWNLOAD (DOCX) OF SECTIONSEMAIL SECTION

- **DIVISION 6. - FAIR ASSOCIATION**[9]

SHARE LINK TO SECTIONPRINT SECTIONDOWNLOAD (DOCX) OF SECTIONSEMAIL SECTION

- **Sec. 2-251. - Created; purpose.**

SHARE LINK TO SECTIONPRINT SECTIONDOWNLOAD (DOCX) OF SECTIONSEMAIL SECTION

There is hereby created the Union County Fair Association, which shall have for its purposes the promotion of agriculture and livestock and recreation in the county.

(Ord. of 3-20-85, § 1)

- **Sec. 2-252. - Membership.**

  SHARE LINK TO SECTIONPRINT SECTIONDOWNLOAD (DOCX) OF SECTIONSEMAIL SECTION

  The fair association shall be governed by a board of directors consisting of seven (7) members serving four-year terms and all terms of office shall run from January 1 through December 31 of the respective years of appointment and termination. All board terms shall be co-terminus with the term of the appointing or nominating council member, but with the initial appointments of new council members not scheduled to be made until June of the first year of the council member's term. Candidates must be residents of Union County and must maintain their residence in Union County for the duration of their term of office unless they are being considered for an ex-officio or non-voting advisory position. No member shall serve on more than one (1) board at any given time. No member shall serve more than two (2) consecutive terms and will not be eligible for reappointment for a third consecutive term as long as there is another qualified applicant. Any person who is appointed as a member of any board by county council must attend a minimum of seventy-five (75) percent of all meetings from January through December of each calendar year or forfeit their position on said board unless otherwise approved by a majority vote of county council.

  (Ord. of 3-20-85, § 1; Ord. of 4-4-90; Ord. No. 2013-272, § 3, 5-14-13)

- **Sec. 2-253. - Compensation.**

  SHARE LINK TO SECTIONPRINT SECTIONDOWNLOAD (DOCX) OF SECTIONSEMAIL SECTION

  All board members will serve without compensation effective December 31, 2013.

  (Ord. of 3-20-85, § 2; Ord. of 10-12-94; Ord. No. 2013-272, § 3, 5-14-13)

- **Sec. 2-254. - Meetings; reports.**

  SHARE LINK TO SECTIONPRINT SECTIONDOWNLOAD (DOCX) OF SECTIONSEMAIL SECTION

  The board of directors of the association shall organize at its first meeting each year, no later than March by electing a chairman and a vice-chairman from the directors as appointed by the county council. Ex officio directors are not eligible to serve as chairman or vice-chairman but shall vote in the section thereof. Directors and ex officio directors shall meet together and shall make such rules and regulations as may be necessary for the government, management, and control of the association.

Meetings shall be at the call of the chairman or a simple majority of the directors. The chairman shall, at least once each year and no later than September 30 of each year, file a brief summary of the board's activities and a copy of their annual audit in accordance with the auditing guidelines so stipulated by the county council in the office of the county supervisor which shall be public record.

(Ord. of 3-20-85, § 3; Ord. of 4-4-90)

- **Sec. 2-255. - Salaried officers and employees.**

SHARE LINK TO SECTIONPRINT SECTIONDOWNLOAD (DOCX) OF SECTIONSEMAIL SECTION

The board of directors shall elect an executive director of the fair association, who shall serve at the pleasure of the board at a salary to be fixed by them and who shall be required to give bond in an amount to be fixed by the board conditioned for the faithful performance of the duties of his office. The executive director shall be in charge of the management and business of the association subject to the direction and control of the board of directors thereof. The executive director may employ an assistant at his pleasure and may hire and discharge other employees of the association subject to the approval of the board. The executive director may not be a director of the association.

(Ord. No. 3-20-85; Ord. No. 4-4-90)

- **Sec. 2-256. - Control of former Foster property.**

SHARE LINK TO SECTIONPRINT SECTIONDOWNLOAD (DOCX) OF SECTIONSEMAIL SECTION

The fair association shall have the exclusive use, management and control of the property deeded to the county by Mary Emma Foster by deed in Deed Book 67 at page 648, and plat recorded in Plat Book 4 at page 33, office of the clerk of court of Union County, located on the Old Buffalo Road, together with all buildings and improvements thereon, for the purpose of carrying out the provisions of this division. The association may erect a fence around the premises, make admission charges for entrance and use the county chain gang and equipment for the purpose of placing and keeping the grounds and buildings in a condition suitable for fair purposes. The county council may by unanimous agreement in writing, at any time, authorize the use, sale, management or control of this property for any reason or purpose and such action shall be binding upon the association.

(Ord. No. 3-20-85, § 5)

- **Sec. 2-257. - Disposition of revenue.**

  SHARE LINK TO SECTIONPRINT SECTIONDOWNLOAD (DOCX) OF SECTIONSEMAIL SECTION

  The income and revenue derived by the fair association shall be used to defray the expenses of providing the county and the public with a worthwhile educational and recreational annual fair and for the promotion of agricultural and livestock interests in the county and the expansion of the same. Any profits shall be held in trust by the association for such purposes.

  (Ord. of 3-20-85, § 6)

- **Secs. 2-258—2-260. - Reserved.**

  SHARE LINK TO SECTIONPRINT SECTIONDOWNLOAD (DOCX) OF SECTIONSEMAIL SECTION

- ~~**DIVISION 7. - MENTAL RETARDATION BOARD**~~[10] **REMOVE SECTION**

  ~~SHARE LINK TO SECTIONPRINT SECTIONDOWNLOAD (DOCX) OF SECTIONSEMAIL SECTION~~

- ~~**Sec. 2-261. - Authority.**~~

  ~~SHARE LINK TO SECTIONPRINT SECTIONDOWNLOAD (DOCX) OF SECTIONSEMAIL SECTION~~

  ~~This ordinance is adopted pursuant to authority given to the county council by section 44-20-375 of the 1976 South Carolina Code of Laws, as amended.~~

  ~~(Ord. of 4-14-92, § 1)~~

- ~~**Sec. 2-262. - Board.**~~

  ~~SHARE LINK TO SECTIONPRINT SECTIONDOWNLOAD (DOCX) OF SECTIONSEMAIL SECTION~~

  ~~There is hereby created the county mental retardation board with powers, duties, responsibilities and functions set forth herein.~~

(Ord. of 4-14-92, § 2)

Sec. 2-263. - Purpose.

SHARE LINK TO SECTIONPRINT SECTIONDOWNLOAD (DOCX) OF SECTIONSEMAIL SECTION

It is the purpose of the county metal retardation board to develop, provide, coordinate, improve and operate community based programs serving persons with mental retardation or other related disabilities with a view toward developing their respective mental, physical and social capacities to their fullest potential.

(Ord. of 4-14-92, § 3)

Sec. 2-264. - Membership.

SHARE LINK TO SECTIONPRINT SECTIONDOWNLOAD (DOCX) OF SECTIONSEMAIL SECTION

(a)

The board shall be composed of seven (7) resident electors. The board shall be appointed by the governor of the State of South Carolina upon recommendation of the majority of the county legislative delegation. Persons with a demonstrated interest and background in mental retardation and/or human services shall be recommended for appointment.

(b)

The terms of the member shall be for four (4) years until their successors are appointed and qualify, except that of the first appointed: one (1) shall be appointed for one (1) year; two (2) for two (2) years; two (2) for three (3) years; and two (2) for four (4) years. Vacancies shall be filled for any unexpired terms in the same manner as original appointments. Any member may be removed by the appointing authority for neglect of duty, misconduct or malfeasance in office or missing three (3) consecutive meetings after being given a written statement of reasons and an opportunity to be heard.

(Ord. of 4-14-92, § 4)

Sec. 2-265. - Duties.

SHARE LINK TO SECTIONPRINT SECTIONDOWNLOAD (DOCX) OF SECTIONSEMAIL SECTION

~~The board shall:~~

~~(a)~~

~~Be the administrative, planning, coordinating, evaluative and reviewing body for services to person in the county who have mental retardation or other related disabilities; the board shall be funded in part or in whole by appropriations from the South Carolina department of metal retardation.~~

~~(b)~~

~~Submit an annual plan and projected budget to the South Carolina department of mental retardation for approval and consideration of funding.~~

~~(c)~~

~~Review and evaluate on at least an annual basis county mental retardation and related disability services pursuant to this division and report its findings and recommendations to the South Carolina department of mental retardation and the county council.~~

~~(d)~~

~~Promote and accept local financial support for the Union county program from funding sources, such as businesses, individuals, industrial and private foundations, voluntary agencies, governmental and other lawful sources and promote public support from municipal and county sources.~~

~~(e)~~

~~Employ and expend its budget for the direct delivery of services or contract with those service vendors necessary to carry out county mental retardation or related disability service programs, which shall meet those specifications prescribed by the South Carolina department of mental retardation.~~

~~(f)~~

~~Plan, arrange, and implement working agreements and contracts with other human service agencies, both public and private, and with educational and judicial agencies.~~

~~(g)~~

~~Provide the South Carolina department of mental retardation and the county council such records, reports, and access to its sponsored services as the South Carolina department of mental retardation and the county council may require and submit its~~

sponsored services and facilities to licensing requirements of the South Carolina department of mental retardation or the licensing requirements of other state or local agencies having such legal authority.

(h)

Buy, sell, mortgage, pledge, encumber, lease, rent, and contract with respect to real and personal property, and borrow money, provided the obligation to repay same is payable out of any revenues of the county mental retardation board, and shall not obligate the full faith, credit, and taxing power of the county.

(i)

Provide a public forum to which individuals or groups may present any concerns or appeal a dispute or disagreement with a provided agency or service.

(Ord. of 4-14-92, § 5)

- **Sec. 2-266. - Meetings and requirements.**

SHARE LINK TO SECTIONPRINT SECTIONDOWNLOAD (DOCX) OF SECTIONSEMAIL SECTION

(a)

The board shall open all regular meetings to the general public. No fewer than ten (10) meetings per year shall be held. Special meetings may be called, with reasonable notice given to other members.

(b)

The board will establish its own bylaws. On an annual basis, it will elect a chairperson, vice chairperson, a secretary and a treasurer.

(Ord. of 4-14-92, § 6)

- **Sec. 2-267. - Insurance.**

SHARE LINK TO SECTIONPRINT SECTIONDOWNLOAD (DOCX) OF SECTIONSEMAIL SECTION

The board will maintain at all times, workers compensation insurance on its employees and a policy of liability insurance in the amount of one million dollars ($1,000,000.00) covering all employees and board members. The premiums for this coverage shall be the responsibility of the board.

~~(Ord. of 4-14-92, § 8)~~

- ~~**Secs. 2-268—2-271. - Reserved.**~~

SHARE LINK TO SECTIONPRINT SECTIONDOWNLOAD (DOCX) OF SECTIONSEMAIL SECTION

- ## DIVISION 8. - PLANNING COMMISSION[11]

SHARE LINK TO SECTIONPRINT SECTIONDOWNLOAD (DOCX) OF SECTIONSEMAIL SECTION

- ### Sec. 2-272. - Membership.

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The planning commission shall consist of seven (7) members to be appointed by the Union County Council. One (1) member shall be appointed by each of the councilmembers and one (1) shall be at large appointed by the chairman. The terms of office of the members shall be for four (4) years. The members appointed by councilmembers from Districts 2, 4, and 6 shall initially serve four-year terms and the members appointed by the councilmembers from Districts 1, 3, and 5 shall initially serve two (2) years. The one at large member shall serve a term of four (4) years. Any vacancy in membership shall be filled for the unexpired term by the county council which shall also have the authority to remove any member for cause, on written charges, after a public hearing. The compensation of the members, if any, shall be as determined by the county council. Members also may be reimbursed for actual expenses incurred in connection with their official duties.

(Res. of 3-17-93(1), § 1)

- ### Sec. 2-273. - Organization, meetings, rules, staff and finances.

SHARE LINK TO SECTIONPRINT SECTIONDOWNLOAD (DOCX) OF SECTIONSEMAIL SECTION

The planning commission shall elect a chairman and vice chairman from among its members. The terms of the chairman and other officers shall be one (1) year with eligibility for re-election. It shall appoint a secretary who may be an officer, employee, or advisor of the planning commission. The planning commission shall adopt rules for the transaction of business and shall keep a record of its recommendations,

transactions, findings, and determinations; and shall meet at the call of the chairman and at such times as the chairman or commission may determine. All meetings of the planning commission at which official action is taken shall be open to the public and all records of the commission shall be public record. The commission may appoint such employees and staff as it may deem necessary for its work and may make expenditures for salaries of any employees and staff, contracts with consultants, and for the purchase of required equipment and supplies. The expenditures of the commission, exclusive of gifts, shall be within the amounts appropriated for said purpose.

(Res. of 3-17-93(2), § 2)

- **Sec. 2-274. - General powers and duties.**

SHARE LINK TO SECTIONPRINT SECTIONDOWNLOAD (DOCX) OF SECTIONSEMAIL SECTION

From and after the time when the planning commission shall have organized and selected its officers and shall have adopted its rules of procedure, then said commission shall have all of the powers, duties, responsibilities and jurisdiction set forth in Sections 6-29-310, et seq. of the Code of Laws of South Carolina, 1976, as amended.

In general, the planning commission shall have the power to:

(1)

Prepare and revise periodically a comprehensive plan and program for development of Union County.

(2)

Prepare and recommend for adoption to the county council as a means for implementing the plan and program:

a.

Zoning ordinances or resolutions, maps and appropriate revisions thereof for its jurisdiction, as applicable.

b.

Regulations for the subdivision of land and appropriate revisions thereof within its jurisdiction, and to administer the regulations that may be adopted.

c.

An official map and appropriate revisions thereof showing the exact location of existing or proposed public street, highway and utility rights-of-way and public building sites, together with regulations to control the erection of buildings or other structures or changes in land use within such rights-of-way, building sites or open spaces within its political jurisdiction or a specified portion thereof.

d.

A capital program for its jurisdiction based upon the comprehensive plan and the capital improvements necessary to implement the plan. Such a capital program shall include an annual capital budget based on estimates of the cost of proposed projects and the means of financing them. The commission shall submit the capital program, including the capital budget, to the county or authorities as directed.

(3)

Establish principles and policies for guiding action in the development of the area.

(4)

Prepare and recommend to the county council for adoption regulations other than those previously mentioned, promoting orderly development in accordance with the comprehensive plan.

(5)

Determine whether specific proposed developments conform to the principles and requirements of the comprehensive plan for the growth and improvement of the area.

(6)

Review and recommend to the county council any needs changes in the zoning regulations, if any, and the map of the County of Union, as well as the subdivision regulation, the official map, and other codes, ordinances, and controls related to Union County's development.

(7)

Keep the county council and the general public informed and advised as to these matters.

(8)

Serve as the board of appeals as designated and established by article III adopted in chapter 7, and the International Property Maintenance Code adopted in section 7-6 of the Code of Ordinances, Union County, South Carolina, with all of the powers, duties, responsibilities and jurisdiction as set forth in said articles.

(Res. of 3-17-93(1), § 3; Ord. No. 298, § 29, 10-26-15)

- **Secs. 2-275—2-280. - Reserved.**

SHARE LINK TO SECTIONPRINT SECTIONDOWNLOAD (DOCX) OF SECTIONSEMAIL SECTION

- ~~**DIVISION 9. - DISABILITIES AND SPECIAL NEEDS BOARD**[12]~~

REMOVE SECTION

SHARE LINK TO SECTIONPRINT SECTIONDOWNLOAD (DOCX) OF SECTIONSEMAIL SECTION

- ~~**Sec. 2-281. - Authority.**~~

SHARE LINK TO SECTIONPRINT SECTIONDOWNLOAD (DOCX) OF SECTIONSEMAIL SECTION

~~This division is adopted pursuant to authority given to the Union County Council by Section 44-20-375 of the 1976, South Carolina Code of Laws, as amended.~~

~~(Ord. of 12-8-93, § 1)~~

- ~~**Sec. 2-282. - Board.**~~

SHARE LINK TO SECTIONPRINT SECTIONDOWNLOAD (DOCX) OF SECTIONSEMAIL SECTION

~~There is hereby created the Union County Disabilities and Special Needs Board with powers, duties, responsibilities, and functions set forth therein.~~

~~(Ord. of 12-8-93, § 2)~~

- ~~**Sec. 2-283. - Purpose.**~~

SHARE LINK TO SECTIONPRINT SECTIONDOWNLOAD (DOCX) OF SECTIONSEMAIL SECTION

It is the purpose of the Union County Disabilities and Special Needs Board to develop, provide, coordinate, improve and operate community based programs serving persons with mental retardation or other related disabilities, autism, and head and spinal cord injuries and similar disabilities with a view toward developing their respective mental, physical and social capacities to their fullest potential.

(Ord. of 12-8-93, § 3)

- **Sec. 2-284. - Membership.**

SHARE LINK TO SECTIONPRINT SECTIONDOWNLOAD (DOCX) OF SECTIONSEMAIL SECTION

The board shall be composed of seven (7) resident electors. The board shall be appointed by the Governor of the State of South Carolina upon recommendation of the majority of the county legislative delegation. Persons with a demonstrated interest and background in mental retardation or other related disabilities, autism, and head and spinal cord injuries and similar disabilities and/or human services shall be recommended for appointment.

The terms of the member shall be for four (4) years until their successors are appointed and qualify. Vacancies shall be filled for any unexpired terms in the same manner as original appointments. Any member may be removed by the appointing authority for neglect of duty, misconduct or malfeasance in office or missing three (3) consecutive meetings after being given a written statement of reasons and an opportunity to be heard.

(Ord. of 12-8-93, § 4)

- **Sec. 2-285. - Duties.**

SHARE LINK TO SECTIONPRINT SECTIONDOWNLOAD (DOCX) OF SECTIONSEMAIL SECTION

The board shall:

(a)

Be the administrative, planning, coordinating, evaluative, and reviewing body for services to persons in Union County who have mental retardation or other related disabilities, autism, and head and spinal cord injuries and similar disabilities; the

~~board shall be funded in part or in whole by appropriations from the South Carolina Department of Disabilities and Special Needs.~~

~~(b)~~

~~Submit an annual plan and projected budget to the South Carolina Department of Disabilities and Special Needs for approval and consideration of funding.~~

~~(c)~~

~~Review and evaluate on at least an annual basis county mental retardation and related disabilities, autism, and head and spinal cord injuries and similar disabilities services provided pursuant to this article and report its findings and recommendations to the South Carolina Department of Disabilities and Special Needs and the Union County Council.~~

~~(d)~~

~~Promote and accept local financial support for the Union County program from funding sources, such as businesses, individuals, industrial and private foundations, voluntary agencies, governmental and other lawful sources and promote public support from municipal and county sources.~~

~~(e)~~

~~Employ and expend its budget for the direct delivery of services or contract with those service vendors necessary to carry out county mental retardation or other related disabilities, autism, and head and spinal cord injuries and similar disabilities service programs, which shall meet those specifications prescribed by the South Carolina Department of Disabilities and Special Needs.~~

~~(f)~~

~~Plan, arrange, and implement working agreements and contracts with other human service agencies, both public and private, and with educational and judicial agencies.~~

~~(g)~~

~~Provide the South Carolina Department of Disabilities and Special Needs and Union County Council such records, reports, and access to its sponsored services as the South Carolina Department of Disabilities and Special Needs and Union County Council may require and submit its sponsored services and facilities to licensing requirements of the South Carolina Department of Disabilities and Special Needs or the licensing requirements of other state or local agencies having such legal authority.~~

(h)

Buy, sell, mortgage, pledge, encumber, lease, rent, and contract with respect to real and personal property, and borrow money, provided the obligation to repay same is payable out of any revenues of the county disabilities and special needs board, and shall not obligate the full faith, credit, and taxing power of Union County.

(i)

Provide a public forum to which individuals or groups may present any concerns or appeal a dispute or disagreement with a provided agency or service.

(Ord. of 12-8-93, § 5)

Sec. 2-286. - Meetings and requirements.

SHARE LINK TO SECTIONPRINT SECTIONDOWNLOAD (DOCX) OF SECTIONSEMAIL SECTION

The board shall open all regular meetings to the general public. No fewer than ten (10) meetings per year shall be held. Special meetings may be called, with reasonable notice given to other members.

The board will establish its own bylaws. On an annual basis, it will elect a chairperson, vice chairperson, a secretary and a treasurer.

(Ord. of 12-8-93, § 6)

Sec. 2-287. - Severability.

SHARE LINK TO SECTIONPRINT SECTIONDOWNLOAD (DOCX) OF SECTIONSEMAIL SECTION

Should any section of this article be, for any reason, held void or invalid, it shall not affect the validity of any other section hereof which is not itself void or invalid.

(Ord. of 12-8-93, § 7)

Sec. 2-288. - Insurance.

SHARE LINK TO SECTIONPRINT SECTIONDOWNLOAD (DOCX) OF SECTIONSEMAIL SECTION

~~The board will maintain at all times, workers compensation insurance on its employees and a policy of liability insurance in the amount of one million dollars ($1,000,000.00) covering all employees and board members. The premiums for this coverage shall be the responsibility of the board.~~

(Ord. of 12-8-93, § 8)

- **Secs. 2-289—2-300. - Reserved.**

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- **DIVISION 10. - CAPITAL PROJECTS COMMISSION**

SHARE LINK TO SECTIONPRINT SECTIONDOWNLOAD (DOCX) OF SECTIONSEMAIL SECTION

- **Sec. 2-301. - Recitals and legislative findings.**

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As an incident to the adoption of this division, the county council has made the following findings: the South Carolina General Assembly has enacted the Capital Project Sales Tax Act, pursuant to which the county governing body may impose a one (1) percent sales and use tax by ordinance, subject to a referendum, within the county area for a specific purpose or purposes and for a limited amount of time to collect a limited amount of money. The county council, as the governing body of the county, is authorized to created a commission subject to the provisions of section 4-10-320, SC Code, Ann. of the Capital Project Sales Tax Act for the purpose of considering proposals for funding capital projects within the county area and the formulation of a referendum question which is to appear on the ballot. The county council finds that the imposition of a capital project sales tax may generate revenues which may be used to fund or defray the costs of capital improvements within the county, including highways, roads, streets, bridges, public buildings and facilities, and other public capital projects more completely described in section 4-10-330, SC Code Ann. as amended. Council intends by the adoption of this division to create a commission as defined in section 4-10-320, SC Code Ann. with such duties and responsibilities as are provided by law to consider proposals for funding capital projects within the county area and the formulation of a referendum question to appear on the ballot, if council adopts an ordinance imposing a one (1) percent sales and use tax, subject to a referendum, pursuant to the Capital Project Sales Tax Act.

(Res. of 2-9-00, § 1)

- **Sec. 2-302. - Creation of commission; appointment of members.**

SHARE LINK TO SECTIONPRINT SECTIONDOWNLOAD (DOCX) OF SECTIONSEMAIL SECTION

(a)

There is hereby created a commission in the county, pursuant to the provisions of section 4-10-320 of the Capital Project Sales Tax Act, which shall consist of six (6) members, all of whom must be residents of the county.

(b)

The commission created under this division shall be appointed as follows:

(1)

The governing body of the county shall appoint three (3) members of the commission.

(2)

The municipalities of the county shall appoint three (3) members of the commission who must be residents of incorporated municipalities within the county and who shall be selected according to the following mechanism:

a.

The total population of all incorporated municipalities within the county, as determined by the most recent United States census, must be divided by three (3), the result being an apportionate average;

b.

The respective population of each municipality in the county must be divided by the apportionate average to determine an appointive index.

c.

Each municipality in the county shall appoint a number of members to the commission equal to the whole number indicated in its appointive index; provided, however, that no single municipality may appoint more than two (2) members to the commission.

d.

When less than three (3) members are selected to the commission in accordance with the prescribed appointive index method, the remaining member or members must be selected in a joint meeting of the commission appointees of the municipalities in the county. The member or members must be chosen from among the residents of the municipalities in the county that before this time have not provided a representative for the commission.

e.

In the event no municipality is entitled to appoint a member to the commission pursuant to the formula in subsection (b)(2)a. of this section, the municipality with the highest appointive index must be deemed to have an appointive index of one (1).

f.

If, within a thirty-day period following the adoption of this division, one (1) or more of the municipalities in the county fails or refuses to appoint its or their proportionate number of members to the commission, the county governing body shall appoint an additional number of members equal to the number that any such municipality is entitled to appoint. Any vacancy on the commission must be filled in the manner of the original appointment.

(Res. of 2-9-00, § 2)

- **Sec. 2-303. - Duties and responsibilities of commission.**

SHARE LINK TO SECTIONPRINT SECTIONDOWNLOAD (DOCX) OF SECTIONSEMAIL SECTION

(a)

The commission created by this resolution shall consider proposals for funding capital projects within the county area. Such projects may include the following types of projects:

(1)

Highways, roads, streets and bridges;

(2)

Courthouses, administration buildings, civic centers, hospitals, emergency medical facilities, police stations, fire stations, jails, correctional facilities, detention facilities, libraries, coliseums, or any combination of these projects;

(3)

Cultural, recreational or historic facilities, or any combination of these facilities;

(4)

Water, sewer, or water and sewer projects;

(5)

Flood control projects and storm water management facilities;

(6)

Jointly operated projects of the county, a municipality, special purpose district, and school district, or any combination of these entities, for the projects delineated in subsections (a)(1) through (a)(5) of this section;

(7)

Any combination of the projects described in subsections (a)(1) through (a)(6) of this section.

(b)

Any ordinance adopted by the county council pursuant to the Capital Projects Sales Tax Act must specify:

(1)

The purpose for which the proceeds of the tax are to be used;

(2)

The maximum time stated in terms of calendar or fiscal years or quarters, or a combination thereof, not to exceed seven (7) years from the date of imposition, for which the tax may be imposed;

(3)

The maximum cost of the project or facilities funded from proceeds of the tax and the maximum amount of net proceeds to be raised by the tax; and

(4)

Any other condition precedent, as determined by the commission, to the imposition of the sales and use tax authorized by this article or condition or restriction on the use of sales and use tax revenue collected pursuant to this article.

(c)

If the county council shall enact an ordinance for the imposition of a one (1) percent sales and use tax, subject to a referendum in the county, the commission shall formulate the referendum question that is to appear on the ballot, which referendum question shall be in substantial compliance with the provisions of section 4-10-330 of the Capital Project Sales Tax Act, the terms and provisions of which are incorporated into and made a part of this resolution by reference.

(d)

If an ordinance is adopted by the county council to impose a one (1) percent sales and use tax in the county pursuant to the provisions of the Capital Project Sales Tax Act, the county registration and election commission shall conduct a referendum on the question of imposing the sales and use tax in the area of the county that is to be subject to the tax. If the ordinance is received prior to September 1, 2000, a referendum for this purpose may be held on Tuesday, November 7, 2000; however, if the ordinance is received on September 1, 2000, or thereafter, a referendum for this purpose must be held at the time of the next general election.

(Res. of 2-9-00, § 3)

- **Secs. 2-304—2-320. - Reserved.**

SHARE LINK TO SECTIONPRINT SECTIONDOWNLOAD (DOCX) OF SECTIONSEMAIL SECTION

- **DIVISION 11. - TOURISM COMMISSION**[13]

SHARE LINK TO SECTIONPRINT SECTIONDOWNLOAD (DOCX) OF SECTIONSEMAIL SECTION

- **Sec. 2-321. - Legislative findings.**

SHARE LINK TO SECTIONPRINT SECTIONDOWNLOAD (DOCX) OF SECTIONSEMAIL SECTION

County council, as the governing body of the county, finds that there is a need to create the Union County Tourism Commission to encourage, create, promote, coordinate, and market public and private sporting and other events, conventions, cultural, historical, and other attractions and related activities, and the travel and tourism industry businesses that serve such activities, in order to attract and serve tourism, convention, and event visitation, all of which will insure to the benefit of the county and its citizens. And to promote entrepreneurial activities based on tourism areas.

(Ord. of 2-8-06(2), § 1)

- **Sec. 2-322. - Creation of tourism commission.**

SHARE LINK TO SECTIONPRINT SECTIONDOWNLOAD (DOCX) OF SECTIONSEMAIL SECTION

There is hereby created the Union County Tourism Commission, which shall have the composition, structure, organization, powers, duties and functions established by this division.

(1)

The county tourism commission shall be composed of seven (7) members for a term of four (4) years and all terms of office shall run from January 1 through December 31 of the respective years of appointment and termination. All board terms shall be co-terminus with the term of the appointing or nominating council member, but with the initial appointments of new council members not scheduled to be made until June of the first year of the council member's term. Candidates must be residents of Union County and must maintain their residence in Union County for the duration of their term of office unless they are being considered for an ex-officio or non-voting advisory position. No member shall serve on more than one (1) board at any given time.

(2)

Members of the commission shall serve without pay, but travel and other incidental expenses may be provided by the commission upon approval of the chair, subject to the rules, policies and procedures established by the commission.

(3)

The commission shall adopt by-laws and rules of procedure and shall maintain records of all proceedings.

(4)

The commission shall meet at regular intervals, but no less frequently than once each month. The chairman or a majority of the members of the commission may call special meetings of the commission at any time. No person appointed as a member of the commission by the Union County Council shall be eligible to serve more than two (2) consecutive terms as a member of the commission unless approved by a majority vote of Union County Council. Any person who is appointed as a member of the Union County Tourism Commission must attend a minimum of seventy-five (75) percent of all meetings from January through December of each calendar year or forfeit their position unless otherwise approved by a majority vote of Union County Council. It shall be the responsibility of the commission's secretary to notify the commission, the offending member and the county council of such absences, removal and vacancy created thereby in the manner of the original appointment for the unexpired term of such member.

(5)

The commission shall be funded.

(Ord. of 2-8-06(2), § 2; Amd. of 6-13-07; Ord. No. 2013-272, § 3, 5-14-13)

- **Sec. 2-323. - Officers.**

SHARE LINK TO SECTIONPRINT SECTIONDOWNLOAD (DOCX) OF SECTIONSEMAIL SECTION

The commission shall, as soon as possible after January 1 of each year, elect from its membership a chairman, a vice chairman and a secretary/treasurer. Officers shall be elected to serve one-year terms commencing as of January 1 of each year, and shall continue in office until their successors are elected and qualified.

(Ord. of 2-8-06(2), § 3)

- **Sec. 2-324. - Personnel.**

SHARE LINK TO SECTIONPRINT SECTIONDOWNLOAD (DOCX) OF SECTIONSEMAIL SECTION

The county tourism commission may have a staff consisting of a director and such other employees, consistent with the availability of funds, as may be necessary to implement and carry out the purposes and objectives of this division and the policies of the commission. The director shall serve at the discretion of the commission. The director and all employees of the commission shall be subject to and governed by

such personnel polices, practices and procedures as may be established from time to time by the commission.

(Ord. of 2-8-06(2), § 4)

- **Sec. 2-325. - Purposes and objectives.**

SHARE LINK TO SECTIONPRINT SECTIONDOWNLOAD (DOCX) OF SECTIONSEMAIL SECTION

The purposes and objectives of the county tourism commission shall be:

(1)

To maintain and operate one (1) or more offices for the transaction of the business of the county tourism commission.

(2)

To employ a director who shall be responsible for the administration of the programs of the county tourism commission and the selection of staff members required to carry out the functions of the commission.

(3)

To accept donations of property, services and money for use in the administration and implementation of the programs of the commission.

(4)

To enter into contracts or agreements with public or private agencies which result in improved services or the receipt of financial aid carrying out the programs of the county tourism commission.

(5)

To receive and expend grants, appropriations, gifts, or donations from public or private sources for the operation, expansion, improvement or administration of the county tourism commission.

(6)

To receive and disburse funds subject to the policies and procedures established by the commission and to account to the county council annually for all receipts and

expenditures regardless of the source of the receipts or the purposes of such expenditures.

(Ord. of 2-8-06(2), § 5)

- **Sec. 2-326. - Powers and duties.**

SHARE LINK TO SECTIONPRINT SECTIONDOWNLOAD (DOCX) OF SECTIONSEMAIL SECTION

The board of the county tourism commission shall have the following powers and duties:

(1)

To make by-laws for the management and regulation of the affairs of the commission.

(2)

To establish and implement such policies and to carry on such programs and projects as may be advisable to effect and carry out the objectives of the commission, subject, however, to the availability of funds; provided, however, that the board shall not make any agreement or contract involving or requiring an expenditure of funds in excess of those funds appropriated by county council and/or made available to the commission from other sources, without the specific written approval and consent of county council;

(3)

To accept donations of property, services, or money suitable for use in the programs and projects of the commission; and to receive fifty (50) percent of accommodations tax.

(4)

To submit an annual plan and an annual budget to county council setting forth in detail all anticipated revenues and all projected expenses for consideration by council in the appropriation of funds.

(5)

To receive and expend grants, appropriations, gifts or donations from any public or private source for the operation, expansion, administration or improvement of the property, projects or programs of the commission.

(6)

To maintain, operate and make available such programs and projects as may be deemed appropriate or advisable for the purposes and objectives of the commission.

(7)

To file annually with the county council a audit or financial statement of the commission's operations, revenues and expenditures for the previous fiscal year.

(8)

To adopt and administer personnel policies and procedures by which the director and all employees of the commission shall be governed.

(Ord. of 2-8-06(2), § 6)

- **Secs. 2-327—2-329. - Reserved.**

SHARE LINK TO SECTIONPRINT SECTIONDOWNLOAD (DOCX) OF SECTIONSEMAIL SECTION

- **DIVISION 12. - BUILDING CODE BOARD OF APPEALS**

SHARE LINK TO SECTIONPRINT SECTIONDOWNLOAD (DOCX) OF SECTIONSEMAIL SECTION

- **Sec. 2-330. - Creation of board.**

SHARE LINK TO SECTIONPRINT SECTIONDOWNLOAD (DOCX) OF SECTIONSEMAIL SECTION

There is hereby created a board to be called the building code board of appeals (hereinafter referred to as the "board") consisting of five (5) members appointed by the county council.

(Ord. No. 298, § 30, 10-26-15)

- **Sec. 2-331. - Jurisdiction.**

SHARE LINK TO SECTIONPRINT SECTIONDOWNLOAD (DOCX) OF SECTIONSEMAIL SECTION

The board shall be considered and shall act as the "board of appeals" referred to in any adopted code which is the current county authority for building, energy conservation, fire, fuel gas, mechanical, plumbing, residential code for one (1) and two (2) family dwellings, and flood plain ordinance. The board shall also hear all appeals pertaining to any other ordinances and regulations as assigned by county council.

(Ord. No. 298, § 30, 10-26-15)

- **Sec. 2-332. - Qualifications of board members.**

SHARE LINK TO SECTIONPRINT SECTIONDOWNLOAD (DOCX) OF SECTIONSEMAIL SECTION

(a)

The board of appeals shall consist of the building official and five (5) individuals who are qualified by experience or training to pass on matters related to building construction.

(1)

The building official shall serve as a nonvoting ex-officio member of the board.

(2)

The board shall annually select a chairman.

(b)

Additionally, county council shall appoint two (2) alternate members who shall be called by the board chairman to hear appeals during the absence or disqualification of a member. Alternate members shall be appointed for four-year terms.

(Ord. No. 298, § 30, 10-26-15)

- **Sec. 2-333. - Terms of office.**

SHARE LINK TO SECTIONPRINT SECTIONDOWNLOAD (DOCX) OF SECTIONSEMAIL SECTION

All members shall be appointed for four-year terms. Vacancies shall be filled for an unexpired term in accordance with the county council policy for board and commission appointments. Members may be removed for cause by county council. Initial appointments to the newly created board shall be staggered with three (3) of the members serving four-year terms and two (2) of the members serving two-year

terms. Members may be reappointed for successive terms without limitation on the number of terms served.

(Ord. No. 298, § 30, 10-26-15)

- **Sec. 2-334. - Quorum.**

SHARE LINK TO SECTIONPRINT SECTIONDOWNLOAD (DOCX) OF SECTIONSEMAIL SECTION

Three (3) voting members of the board shall constitute a quorum. In modifying an order of the building or code official, affirmative votes of the majority present, but not less than three (3) affirmative votes, shall be required. A board member shall not act in a case in which he has a personal interest.

(Ord. No. 298, § 30, 10-26-15)

- **Sec. 2-335. - Procedure.**

SHARE LINK TO SECTIONPRINT SECTIONDOWNLOAD (DOCX) OF SECTIONSEMAIL SECTION

The board shall establish rules and regulations for its own procedure not inconsistent with the provisions of this division and of this Code. The board shall meet at regular intervals, to be determined by the chairman. In any event, the board shall meet within forty-five (45) days after notice of appeal of any matter within the jurisdiction of such board has been received, unless this time is extended by the chairman. Every decision of the board shall be promptly filed in writing in the appropriate county office, and shall be open to public inspection, and a certified copy shall be sent by mail or otherwise to appellant, and a copy shall be kept publicly posted in the office of the secretary of the board for two (2) weeks after filing. The chief administrative officer of the county shall designate a qualified clerk to serve as secretary to the board. The secretary shall file a detailed record of all proceedings in the appropriate county office.

(Ord. No. 298, § 30, 10-26-15)

Secs. 2-121—2-199. - Reserved.

STATE OF SOUTH CAROLINA
COUNTY OF UNION
ORDINANCE NO. _____

A UNION COUNTY ORDINANCE AUTHORIZING THE SALE AND CONVEYANCE OF CERTAIN UNION COUNTY-OWNED REAL PROPERTY TO THE UNION-LAURENS COMMISSION ON HIGHER EDUCATION; AND OTHER MATTERS RELATED THERETO

WHEREAS, Union County (the "County") is a body politic and corporate and a political subdivision of the state of South Carolina (the "State"), and as such possesses all powers granted to counties by the Constitution and laws of the State; and

WHEREAS, Section 4-9-30 of the Code of Laws of South Carolina, 1976, as amended, provides, in part, that counties may sell or otherwise dispose of real and personal property; and

WHEREAS, the County owns those certain parcels of land located at 615 West Main Street, having County Tax Map No. 073-15-05-001.000 (the "Land"), the appurtenances to the Land, and the improvements on the Land (the "Property"), which are shown and designated as Parcel A and Parcel B on the survey attached as **Exhibit A** and incorporated herein by this reference; and

WHEREAS, Union-Laurens Commission on Higher Education (the "Purchaser"), wishes to purchase the Property from the County, and the County wishes to convey the Property to the Purchaser (the "Transfer") under the terms and conditions set forth in the Purchase and Sale Agreement (the "Purchase and Sale Agreement") attached as **Exhibit B** and incorporated herein by this reference.

NOW, THEREFORE, BE IT ORDAINED, BY UNION COUNTY COUNCIL AS FOLLOWS:

Section 1. Approval of Transfer. Union County Council hereby approves the Transfer of the Property to the Purchaser, subject to the terms set forth in the Purchase and Sale Agreement, including the Exhibits to the Purchase and Sale Agreement.

Section 2. Acceptance of Purchase and Sale Agreement; Ratification of Acts and Execution. Union County Council hereby accepts and approves the Purchase and Sale Agreement, including, without limitation, the Declaration of Restrictive Covenants attached as an exhibit to the Purchase and Sale Agreement (the "Covenants"). Union County Council hereby ratifies all actions heretofore taken by the County Supervisor with regard to the Transfer, including, without limitation, the execution and delivery of the Purchase and Sale Agreement.

Section 3. Performance Under Purchase and Sale Agreement. The County Supervisor shall be, and hereby is, authorized to and directed to enforce the terms of the Purchase and Sale Agreement and the Covenants and perform any and all acts on behalf of the County in accordance with the terms of the Purchase and Sale Agreement and the Covenants.

Section 4. Execution and Delivery of Transfer Documents. The County Supervisor shall be, and hereby is, authorized to and directed to execute and deliver, on behalf of the County, all seller deliveries, as stated in the Purchase and Sale Agreement, including, without limitation the Covenants, all in accordance with the terms of the Purchase and Sale Agreement, and in a form

and substance acceptable to the County Supervisor, on advice of legal counsel to the County. The County Supervisor shall be, and hereby is, authorized and directed to execute and deliver any and all other documents or instruments on behalf of the County related to the Transfer in a form and substance acceptable to the County Supervisor, on advice of legal counsel to the County. The County Supervisor is further authorized and empowered to execute any subsequent amendments or revisions to the Purchase and Sale Agreement, seller deliveries, certifications or documents authorized under this Ordinance.

Section 5. 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 6. 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 7. Effective Date. This Ordinance shall be effective upon its enactment by the Union County Council.

ORDAINED AND ENACTED by Union County Council, this ____ day of _____, 2023.

UNION COUNTY, SOUTH CAROLINA

By:_____
Phillip Russell, County Supervisor
Union County, South Carolina

ATTEST:

By:_____
Linda Jolly, Clerk to Union County Council
Union County, South Carolina

Date of First Reading: January 10, 2023
Date of Second Reading: _____
Date of Public Hearing: _____
Date of Third Reading: _____

Exhibit A

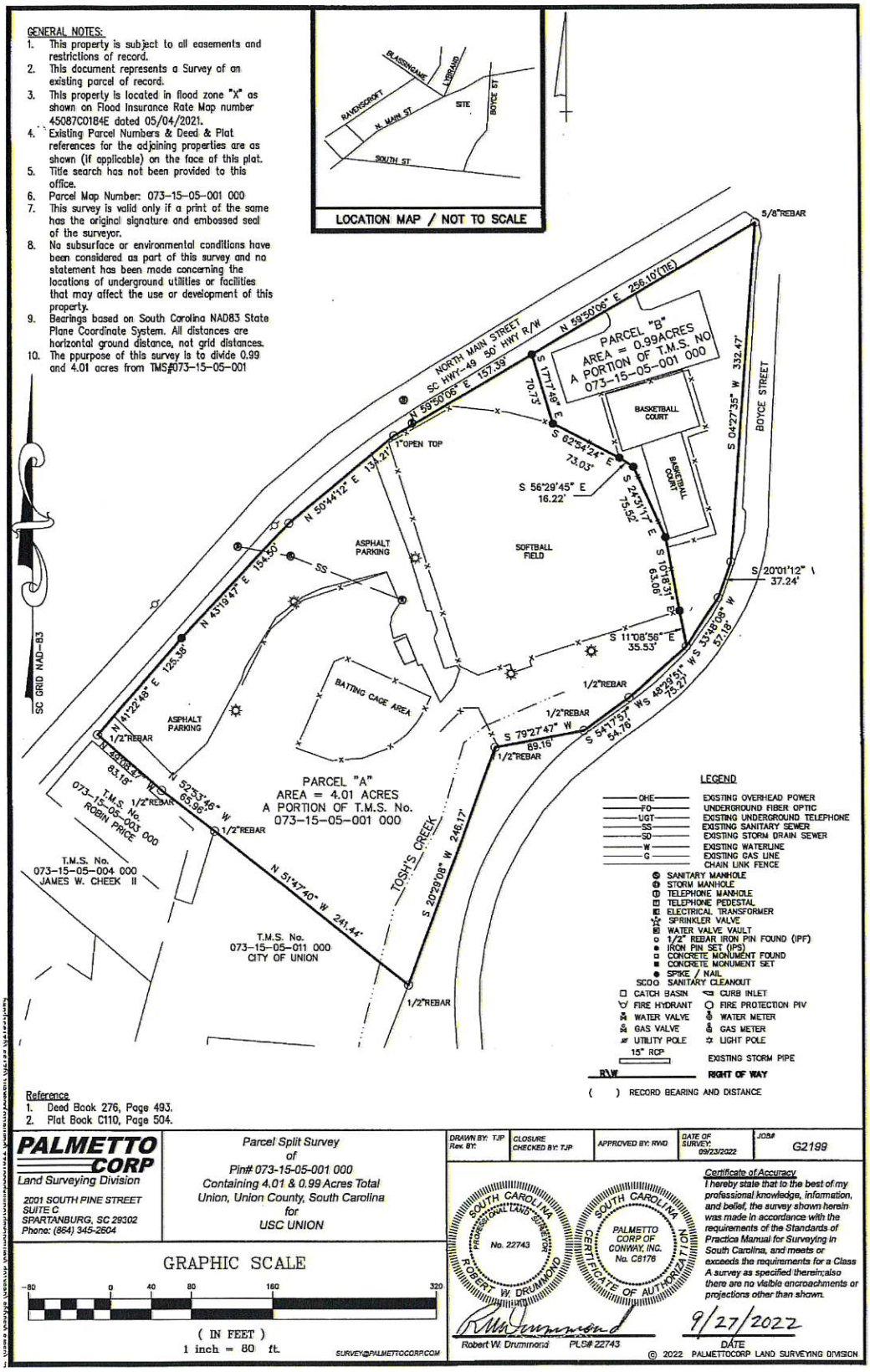

GENERAL NOTES:
1. This property is subject to all easements and restrictions of record.
2. This document represents a Survey of an existing parcel of record.
3. This property is located in flood zone "X" as shown on Flood Insurance Rate Map number 45087C0184E dated 05/04/2021.
4. Existing Parcel Numbers & Deed & Plat references for the adjoining properties are as shown (if applicable) on the face of this plat.
5. Title search has not been provided to this office.
6. Parcel Map Number: 073-15-05-001 000
7. This survey is valid only if a print of the same has the original signature and embossed seal of the surveyor.
8. No subsurface or environmental conditions have been considered as part of this survey and no statement has been made concerning the locations of underground utilities or facilities that may affect the use or development of this property.
9. Bearings based on South Carolina NAD83 State Plane Coordinate System. All distances are horizontal ground distance, not grid distances.
10. The ppurpose of this survey is to divide 0.99 and 4.01 acres from TMS#073-15-05-001
BLASSINGAME
LIBRARY
RAVENSCROFT
N. MAIN ST.
SITE
BOYCE ST
SOUTH ST
LOCATION MAP / NOT TO SCALE
SC GRID NAD-83
NORTH MAIN STREET
SC HWY-49
50' HWY R/W
5/8"REBAR
N 59°50'06" E 256.10'(TIE)
PARCEL "B"
AREA = 0.99ACRES
A PORTION OF T.M.S. NO
073-15-05-001 000
N 59°50'06" E 157.39'
S 17°17'49" E 70.73'
S 62°54'24" E 73.03'
S 56°29'45" E 16.22'
S 24°39'17" E 75.52'
S 10°18'31" E 63.06'
S 20°01'12" W 37.24'
S 04°27'35" W 332.47'
BOYCE STREET
1"OPEN TOP
N 50°44'12" E 134.21'
N 43°19'47" E 154.50'
N 41°22'48" E 125.38'
BASKETBALL COURT
BASKETBALL COURT
ASPHALT PARKING
SOFTBALL FIELD
SS
BATTING CAGE AREA
ASPHALT PARKING
S 11°08'56" E 35.53'
S 33°18'09" W 57.18'
S 45°29'51" W 73.27'
S 54°17'57" W 54.76'
1/2"REBAR
1/2"REBAR
1/2"REBAR
S 79°27'47" W 89.16'
1/2"REBAR
PARCEL "A"
AREA = 4.01 ACRES
A PORTION OF T.M.S. No.
073-15-05-001 000
N 40°08'27" W 83.18'
N 52°33'46" W 65.96'
1/2"REBAR
1/2"REBAR
T.M.S. No.
073-15-05-003 000
ROBIN PRICE
T.M.S. No.
073-15-05-004 000
JAMES W. CHEEK II
N 51°47'40" W 241.44'
TOSH'S CREEK
S 20°29'08" W 246.17'
T.M.S. No.
073-15-05-011 000
CITY OF UNION
1/2"REBAR
LEGEND
OHE EXISTING OVERHEAD POWER
FO UNDERGROUND FIBER OPTIC
UGT EXISTING UNDERGROUND TELEPHONE
SS EXISTING SANITARY SEWER
SD EXISTING STORM DRAIN SEWER
W EXISTING WATERLINE
G EXISTING GAS LINE
CHAIN LINK FENCE
SANITARY MANHOLE
STORM MANHOLE
TELEPHONE MANHOLE
TELEPHONE PEDESTAL
ELECTRICAL TRANSFORMER
SPRINKLER VALVE
WATER VALVE VAULT
1/2" REBAR IRON PIN FOUND (IPF)
IRON PIN SET (IPS)
CONCRETE MONUMENT FOUND
CONCRETE MONUMENT SET
SPIKE / NAIL
SCDO SANITARY CLEANOUT
CATCH BASIN
CURB INLET
FIRE HYDRANT
FIRE PROTECTION PIV
WATER VALVE
WATER METER
GAS VALVE
GAS METER
UTILITY POLE
LIGHT POLE
15" RCP
EXISTING STORM PIPE
R/W
RIGHT OF WAY
( ) RECORD BEARING AND DISTANCE
Reference
1. Deed Book 276, Page 493.
2. Plat Book C110, Page 504.
PALMETTO CORP
Land Surveying Division
2001 SOUTH PINE STREET
SUITE C
SPARTANBURG, SC 29302
Phone: (864) 345-2604
Parcel Split Survey
of
Pin# 073-15-05-001 000
Containing 4.01 & 0.99 Acres Total
Union, Union County, South Carolina
for
USC UNION
DRAWN BY: TJP
Rev. BY:
CLOSURE
CHECKED BY: TJP
APPROVED BY: RWD
DATE OF SURVEY: 09/23/2022
JOB# G2199
GRAPHIC SCALE
-80 0 40 80 160 320
(IN FEET)
1 inch = 80 ft.
SURVEY@PALMETTOCORP.COM
SOUTH CAROLINA PROFESSIONAL LAND SURVEYOR No. 22743 ROBERT W. DRUMMOND
SOUTH CAROLINA PALMETTO CORP OF CONWAY, INC. No. C8176 CERTIFICATE OF AUTHORIZATION
Certificate of Accuracy
I hereby state that to the best of my professional knowledge, information, and belief, the survey shown herein was made in accordance with the requirements of the Standards of Practice Manual for Surveying in South Carolina, and meets or exceeds the requirements for a Class A survey as specified therein; also there are no visible encroachments or projections other than shown.
Robert W. Drummond PLS# 22743
9/27/2022
DATE
© 2022 PALMETTOCORP LAND SURVEYING DIVISION

Exhibit B

[Insert Purchase and Sale Agreement]

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made as of _____ ___, 2023 (the "Effective Date") by and between **Union County**, a body politic and corporate and political subdivision of the State of South Carolina ("Seller") and **Union-Laurens Commission on Higher Education**, a body politic and corporate and public entity, created and existing under the laws of South Carolina ("Purchaser"). Seller and Purchaser are referred to individually herein as "Party" and collectively herein as the "Parties".

In consideration of the mutual promises contained in this Agreement, Purchaser agrees to purchase and Seller agrees to sell and convey, upon all the terms and conditions hereafter set forth, the Property (as hereinafter defined):

1. **PROPERTY DESCRIPTION.** Seller hereby agrees to sell all those certain lots or parcels of land, the improvements thereon, and any interest appurtenant thereto, located at 615 W Main Street in Union County, South Carolina (the "Property"), as being more particularly shown and designated as Parcel A and Parcel B on **Exhibit A**, attached hereto and incorporated herein by this reference.

2. **PURCHASE PRICE.** The total Purchase Price for the Property is One and 00/100 Dollars ($1.00) (the "Purchase Price") to be paid by Purchaser in immediately available funds at Closing (as hereafter defined).

3. **DUE DILIGENCE; INSPECTIONS; SELLER'S REPRESENTATIONS.**

(a) *Due Diligence*. Purchaser agrees that in connection with its purchase of the Property, Purchaser has the right and ability to inspect the physical condition of the Property, the title to the Property, any matters relating to zoning, land use, building, environmental and other statutes, codes, rules or regulations applicable to the Property, and any other matters relevant to acquisition, ownership and operation of the Property (collectively the "Property Information"). Purchaser acknowledges and agrees that Purchaser shall be responsible for verifying through Purchaser's own due diligence the accuracy and completeness of all documents and information provided by Seller to Purchaser, and any reliance by Purchaser on such documents and information shall be at Purchaser's own risk and expense. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, SELLER HAS NOT UNDERTAKEN ANY INDEPENDENT INVESTIGATION OF, AND MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER AS TO THE TRUTH, ACCURACY OR COMPLETENESS OF, ANY MATERIALS OR INFORMATION, INCLUDING BUT NOT LIMITED TO ANY MATERIALS RELATING TO THE PROPERTY, DELIVERED OR MADE AVAILABLE BY SELLER TO PURCHASER IN CONNECTION WITH THE TRANSACTION CONTEMPLATED HEREIN.

(b) *Inspection Period*. Purchaser has thirty (30) days from the Effective Date (the "Inspection Period") to inspect the Property and review the Property Information. Purchaser may terminate this Agreement by giving Seller written notice at any time during the Inspection Period. If Purchaser fails to notify Seller in writing of Purchaser's termination of this Agreement prior to the expiration of the Inspection Period, then Purchaser shall have waived its right to terminate this Agreement pursuant to this Section 3(b) and the Parties shall proceed to Closing in accordance with the terms set forth herein.

(c) *Right of Entry*. During the Inspection Period, Purchaser and its contractors and agents shall have the right to enter the Property during normal business hours for the purpose of examining the environmental, structural and other physical conditions of the Property. Such right of entry shall be governed by the following provisions:

(i) Purchaser shall provide to Seller written notice of the intention of Purchaser and/or its agents to enter the Property at least one (1) business day prior to such intended entry and specify the intended purpose therefor including the inspections and examinations contemplated to be made. The foregoing inspections shall be scheduled with Seller at a time approved by Seller, such approval not to be unreasonably withheld. Furthermore, Purchaser shall not take any core samples, install any monitoring wells or undertake any other invasive tests or studies, or communicate with any government agencies or officials (other than Seller and its employees who are directly involved with this Agreement) with respect to environmental matters without Seller's prior written consent unless otherwise required by law or court order. In all events, Purchaser shall repair and restore any physical damage to the Property caused by the exercise of such rights to the extent possible.

(ii) Purchaser agrees that if the transaction contemplated by this Agreement does not occur due to termination prior to Closing for any reason, Purchaser shall deliver to Seller within fifteen (15) days after such termination copies of all engineering, environmental and other studies, surveys, reports and inspections prepared by or at the request of Purchaser in connection with the Property in Purchaser's actual possession.

EXCEPT WITH RESPECT TO SELLER'S REPRESENTATIONS SET FORTH IN SECTION 3(d) BELOW, PURCHASER ACKNOWLEDGES AND AGREES THAT SELLER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND REGARDING THE PHYSICAL (INCLUDING ENVIRONMENTAL AND STRUCTURAL) CONDITION OF THE PROPERTY AND PURCHASER SHALL RELY ENTIRELY ON PURCHASER'S OWN EXAMINATIONS AND INSPECTIONS OF THE PROPERTY IN DETERMINING WHETHER TO PURCHASE THE PROPERTY. PURCHASER ACKNOWLEDGES AND AGREES THAT SELLER IS DELIVERING THE PROPERTY, AND PURCHASER IS ACCEPTING THE PROPERTY, "AS-IS, WHERE-IS" AND WITH ALL FAULTS.

(d) *Seller's Representations*. Seller represents that the following statements are true and correct in all respects as of the Effective Date. All representations shall terminate at Closing and shall be deemed to have merged into and be governed by the Deed (as defined below). Seller's representations are as follows:

(i) The execution, delivery and performance by Seller under this Agreement does not and, to the best of Seller's knowledge will not, result in any violation of, or be in conflict with or constitute a default under any judgment, decree, order, statute, rule or governmental regulation, or any agreement, indenture, license, or instrument affecting Seller or the Property.

(ii) Seller is the owner of the Property.

(iii) Between the Effective Date and the Closing Date, Seller shall maintain and repair the Property in accordance with its standard practices so that, on the Closing Date, the Property will be in the same condition as it now exists, natural wear and tear and loss by casualty excepted; provided, however, Purchaser acknowledges and agrees that Seller shall remove the basketball goals, backboards, and poles from Parcel B on or before the Closing Date.

(iv) Seller has not received any notice from any governmental authority seeking to investigate, or claiming the existence of, any Hazardous Materials (as defined below) on the Property. Seller has not developed, discharged, buried, released, produced, disposed of, stored, spilled, leaked, dumped, emitted or transported upon the Property any Hazardous Materials in material violation of any applicable federal, state or local law or regulation nor does Seller have knowledge that any other entity or individual has developed, discharged, buried, released,

produced, disposed of, stored, spilled, leaked, dumped, emitted or transported upon the Property any Hazardous Materials in material violation of any applicable federal, state or local law or regulation. As used in this Agreement, the term "Hazardous Materials" shall mean any substance (a) which is or becomes defined as a "hazardous waste", "hazardous substance", "pollutant" or "contaminant" under any federal, state or local law or regulation relating to the protection of human health or the environment including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601, et. seq.) and the Resource Conservation and Recovery Act (42 U.S.C. Section 6903, et. seq.), (b) the presence of which requires investigation or remediation under any federal, state or local law or regulation relating to the protection of human health or the environment; (c) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, or mutagenic; (d) which poses or threatens to pose a hazard to the health or safety of persons on or about the Property; or (e) which contains gasoline, diesel fuel, other petroleum hydrocarbons, asbestos, asbestos-containing materials, formaldehyde, or polychlorinated biphenyls.

4. **DATE OF CLOSING.** The closing of this transaction ("Closing") shall take place fifteen (15) days after the expiration of the Inspection Period (the "Closing Date") at the offices of Purchaser's attorney or at such other place as may be mutually agreed upon by the Parties. Notwithstanding the preceding sentence, upon Purchaser's written waiver of its right to conduct due diligence within the Inspection Period, Seller and Purchaser may agree to a Closing Date at any time prior to, or immediately after, the expiration of the Inspection Period.**CONVEYANCE OF PROPERTY; DELIVERIES AT CLOSING.**

(a) Subject to this Agreement, at Closing, Seller shall convey fee simple title to Purchaser, free from encumbrances, except such as are herein agreed to be assumed by Purchaser, including, without limitation, those encumbrances resulting from the "Declaration of Restrictive Covenants" recorded or to be recorded with the Union County Register of Deeds, a copy of which is attached hereto as **Exhibit B**, and incorporated by this reference.

(b) Seller agrees to execute and deliver at Closing a limited warranty deed (the "Deed"), an affidavit of title with respect to the Property, and other documents as may be required by Purchaser's title insurance company in form reasonably satisfactory to Seller and to Purchaser's title insurance company to issue title insurance without standard exceptions. The Parties agree to execute and deliver a closing or settlement statement showing the financial terms of the transaction and any other documents that are required by law, that are customary in the State of South Carolina, or that otherwise are reasonably necessary to complete and evidence the transaction contemplated by this Agreement.

6. **CLOSING EXPENSES.** Purchaser is responsible for preparation of the Deed, the uniform filing fees set forth in S.C. Code Sec. 8-21-310(A), Purchaser's title examination and title insurance, and Purchaser's due diligence with respect to the Property, and the Property Information, including, without limitation, any reports or surveys related to the Property. Each Party is responsible for payment of Party's own attorneys' fees. The Parties acknowledge that payment of any Deed recording fees (deed stamps) as set forth in S.C. Code Sec. 12-24-10, et seq., are not applicable to the Property or to Purchaser or Seller. Similarly, the Parties acknowledge and agree that *ad valorem* taxes and assessments normally levied against real property is not applicable to the Property.**TERMINATION AND SURVIVAL.** "Terminate" or "termination" as used in this Agreement means the termination of this Agreement pursuant to an express right of termination. Upon termination the Parties will have no further rights or obligations under this Agreement except those expressly stated to survive termination of this Agreement. Only those provisions of this Agreement expressly provided to survive will survive Closing, and only to the extent expressly provided by the terms of this Agreement.

8. **NO BROKERAGE FEES.** Seller and Purchaser acknowledge and represent that they are dealing directly with each other with regard to this transaction and that there is no real estate broker involved or any real estate brokerage fee due.

9. **DEFAULT.** Upon the failure of Purchaser to comply with the terms hereof within the stipulated time, and after receipt of notice of said default with a ten (10) day right to cure, it is understood and agreed by and between the Parties that Seller shall have (i) the right to terminate this Agreement, (ii) the right to seek specific performance of this Agreement and Purchaser's obligations hereunder, provided that any such specific performance action is filed within ninety (90) days of the Closing Date, and (iii) the right to seek actual damages Seller may incur as a result of Purchaser's default. Upon the failure of Seller to comply with the terms hereof within the stipulated time and after receipt of notice of said default with a ten (10) day right to cure, it is understood and agreed by and between the Parties that Purchaser shall have (i) the right to terminate this Agreement, and (ii) the right to seek actual damages Purchaser may incur as a result of Seller's default.**NOTICES.** All notices, demands, consents, approvals, and other communications which are required or desired to be given by either Party to the other hereunder shall be in writing, which may be delivered via electronic mail, or delivered by either; a personal delivery service with charges therefor billed to shipper, certified mail with return receipt requested, or by a nationally recognized overnight delivery service with charges therefor billed to shipper (either of which shall be deemed given and received upon delivery). If delivered by electronic mail, a notice shall be deemed received on the day when such electronic mail is transmitted to the electronic mail notice address specified in this Agreement, unless such electronic mail notice is transmitted on a non-business day, or after 5:00 p.m. in the receiving location on a business day, in which case such notice shall be deemed received the next business day.

If to Purchaser: Union-Laurens Commission on Higher Education
309 E. Academy Street
Union, South Carolina 29379
Attn: _____
Email: _____

If to Seller: Union County
210 West Main Street
Union, South Carolina 29379
Attn: County Supervisor

With a copy to: Burr & Forman LLP
104 South Main Street, Suite 700
Greenville, SC 29601
Attn: Adam R. Artigliere
E-Mail: aartigliere@burr.com

If to Escrow Agent: Burr & Forman LLP
104 South Main Street, Suite 700
Greenville, SC 29601
Attn: Adam R. Artigliere
E-Mail: aartigliere@burr.com

In the event of a change of address by a Party, such Party shall give written notice thereof in accordance with the foregoing. Rejection or failure to claim delivery of any such notice, or any refusal to accept any

such notice, or the inability to deliver any such notice hereunder because of changed address or electronic mail address for which no notice was given, shall be deemed to be receipt of the notice sent as of the date of the first attempted delivery.

11. **MISCELLANEOUS.** The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions hereof and this Agreement shall be construed in all respects as if such invalid and unenforceable provision were omitted.

(b) For the convenience of the Parties, duplicate originals of this Agreement may be executed and each such original shall be deemed to be an original instrument.

(c) Time is of the essence in the performance of the terms and conditions of this Agreement. If any date set forth in this Agreement should fall on a Saturday, Sunday, or legal holiday, compliance with any obligation or delivery due on that date will be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday. In this Agreement, the term "legal holiday" means any state or federal holiday for which financial institutions or post offices are generally closed in the State of South Carolina. In this Agreement, the term "business day" means any day other than a Saturday, Sunday, or legal holiday.

(d) This Agreement shall be governed and construed in accordance with the laws of the State of South Carolina.

(e) The Parties hereto irrevocably and unconditionally submit to the jurisdiction of the Court of Common Pleas for Union County, South Carolina with respect to any action or proceeding arising out of or related to this Agreement or any other contract or agreement entered into between the Parties hereto. The Court of Common Pleas for Union County, South Carolina shall be the exclusive venue for any action or proceeding arising out of or related to this Agreement.

(f) Titles of the sections, paragraphs and subparagraphs included herein have been inserted as a matter of convenience for reference only and shall not affect the meaning or construction of any of the terms or provisions hereof.

(g) This Agreement and all documents and instruments incorporated herein by specific reference are intended by the Parties to be the final expression of their agreement and constitute a complete and exclusive statement of the terms hereof notwithstanding any representations or statements to the contrary heretofore made.

(h) The Parties hereto hereby acknowledge and agree that (i) each Party hereto is of equal bargaining strength, (ii) each such Party has actively participated in the drafting, preparation and negotiation of this Agreement, (iii) each such Party has consulted with its own independent counsel, and such other professional advisors as it has deemed appropriate, relating to any and all matters contemplated under this Agreement, (iv) each such Party and its counsel and advisors have reviewed this Agreement, (v) each such Party has agreed to enter into this Agreement following such review and the rendering of such advice and (vi) any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in the interpretation of this Agreement, or any portions hereof, or any amendments hereto.

(i) In the event of litigation relating to enforcement of rights under this Agreement, the prevailing Party shall be entitled to recover all litigation expenses, including legal fees, attorneys' fees, and court costs, from the non-prevailing Party.

(j) This Agreement constitutes the entire agreement between the Parties and may not be amended, modified, altered or changed in any respect whatsoever, except by a further written agreement duly executed by the Parties.

(k) This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

(l) *WAIVER OF JURY TRIAL.* TO THE EXTENT ALLOWED BY LAW, BOTH SELLER AND PURCHASER HEREBY WAIVE TRIAL BY JURY IN ANY ACTION ARISING OUT OF MATTERS RELATED TO THIS AGREEMENT, WHICH WAIVER IS INFORMED AND VOLUNTARY. THE RIGHTS AND OBLIGATIONS UNDER THIS SECTION SHALL SURVIVE CLOSING OR EARLIER TERMINATION OF THIS AGREEMENT.

[SIGNATURES ON FOLLOWING PAGES]

Counterpart Signature Page

for

PURCHASE AND SALE AGREEMENT

The undersigned has executed and delivered this Agreement as of the Effective Date.

SELLER:

UNION COUNTY, a South Carolina body politic and a political subdivision of the State of South Carolina

_____

Print Name: Phillip Russell
Its: Supervisor

Counterpart Signature Page

for

PURCHASE AND SALE AGREEMENT

The undersigned has executed and delivered this Agreement as of the Effective Date.

PURCHASER:

UNION-LAURENS COMMISSION ON HIGHER EDUCATION, a body politic and corporate and public entity, created and existing under the laws of South Carolina

_____

Print Name: _____

Its: _____

Exhibit A

Description of the Property

615 W Main Street, Union County, South Carolina

TMS #: 073-15-05-001.000

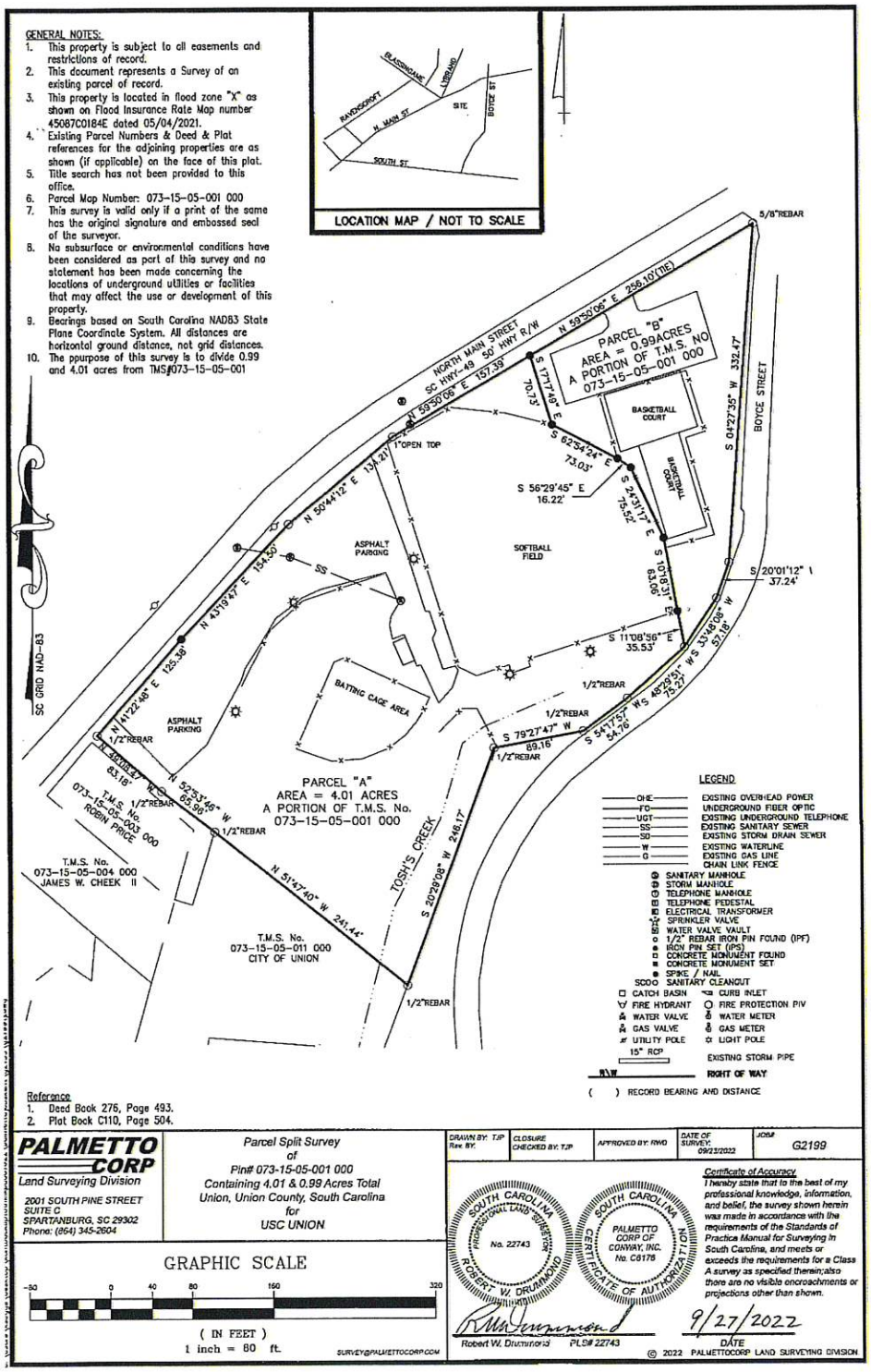


Exhibit A
Purchase and Sale Agreement

Exhibit B

Declaration of Restrictive Covenants

THIS DECLARATION OF RESTRICTIVE COVENANTS (this "Declaration") is made as of _____ ____, 2023 (the "Effective Date") by **Union County**, a body politic and corporate and political subdivision of the State of South Carolina ("Declarant"), for itself and its successors and assigns, in its capacity as the owner of those certain parcels of land located in Union County, South Carolina and described on **Exhibit A** attached hereto and incorporated herein (the "Restricted Parcels"), for the purpose of declaring, establishing and creating the following restrictive covenants upon the Restricted Parcels.

NOW, THEREFORE, Declarant, for itself, and its successors and assigns, hereby declares and provides that the Restricted Parcels shall henceforth be held, occupied, used, leased, enjoyed, transferred, conveyed, mortgaged and otherwise encumbered throughout the Term of this Declaration (as defined hereinafter), subject in all instances to the restrictive covenants set forth in this Declaration. Declarant hereby declares as follows:

1. **RESTRICTIVE COVENANTS**. The Restricted Parcels shall be used for the sole purpose of athletic/recreational facilities for the University of South Carolina at Union ("Intended Use"). The Restricted Parcels shall be restricted against the following prohibited uses (the "Restrictive Covenants") during the Term of this Declaration. The Restricted Parcels shall not be improved or used as or for: (a) any unlawful purpose, (b) any use not permitted by applicable zoning and land use regulations, as may be amended from time to time, or (c) any purpose other than the Intended Use.

Any future grantee(s) of the Restricted Parcels, by acceptance of title thereto, shall be deemed to have acknowledged and agreed to comply in all respects and at all times during the Term of this Declaration with the Restrictive Covenants.

2. **TERM**. This Declaration and the Restrictive Covenants shall run with the title to the Restricted Parcels for a period of fifty (50) years following the Effective Date (the "Term"), and shall not be subject to termination whatsoever for any reason by Declarant or any future grantee(s) of the Restricted Parcels during the Term of this Declaration. This Declaration and the Restrictive Covenants shall be of no further force or effect whatsoever following the expiration of the Term.

3. **RELINQUISHMENT OF RIGHTS**. The Restrictive Covenants shall be covenants that shall burden and run with the title to the Restricted Parcels. By its execution of this Declaration, Declarant for itself and its successors and assigns hereby irrevocably and unconditionally relinquishes any and all rights that it may otherwise have to modify, release or terminate the Restrictive Covenants or this Declaration prior to the expiration of the Term.

4. **ENFORCEMENT.** This Declaration and the Restrictive Covenants shall be enforceable by Declarant solely by an action for specific performance to enforce the performance of this Declaration and the Restrictive Covenants or an action for injunctive relief to prohibit any breach of this Declaration and the Restrictive Covenants. In the event that legal action is initiated by Declarant, the prevailing party or parties shall be entitled to recover from the other party or parties all reasonable attorneys' fees and costs sustained by the prevailing party or parties as determined by the court before whom such action is brought.

5. **MISCELLANEOUS.** This Declaration shall be governed and construed in accordance with the laws of the State of South Carolina.

[SIGNATURES ON FOLLOWING PAGE]

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

SIGNED, SEALED and delivered in the presence of:

_____

Print Name: _____

Witness #1

_____

Print Name: _____

Witness #2/Notary

DECLARANT:

UNION COUNTY, a South Carolina body politic and a political subdivision of the State of South Carolina

___[NOT FOR SIGNATURE]_____**(SEAL)**

Print Name: Phillip Russell

Its: Supervisor

STATE OF SOUTH CAROLINA)

)

COUNTY OF UNION)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this _____ _____, 2023 by Phillip Russell, Supervisor of Union County, a South Carolina body politic and a political subdivision of the State of South Carolina, on behalf of the county.

_____

Notary Public Signature

Print Name: _____

Notary Public for South Carolina

[NOTARIAL SEAL]

My Commission expires:_____

Exhibit A

Description of Restricted Parcels

PARCEL A

[Insert Property Description for Parcel A]

PARCEL B

[Insert Property Description for Parcel B]

[Insert Derivation]

TMS #: 073-15-05-001.000