

REGULAR MONTHLY MEETING OF BERKELEY COUNTY COUNCIL is scheduled to be held on **Monday November 28, 2005**, to begin immediately following Public Hearings, the meeting of the Committee on Finance, the Committee on Land Use and the Committee on Water and Sanitation at **6:00 P.M.**, in the **ASSEMBLY ROOM, BERKELEY COUNTY ADMINISTRATION BUILDING, 1003 HIGHWAY 52, MONCKS CORNER, S. C.**

CALL TO ORDER

APPROVAL OF MINUTES:

Public Hearing Bill Numbered: 05-75	October 10, 2005
Public Hearing Bills Numbered: 05-62, 05-73, 05-74, 05-76, 05-77, and 05-78	October 24, 2005
Regular Council Meeting	October 24, 2005

PUBLIC DISCUSSION - Request to be heard must be made prior to Call to Order and comments must be limited to Agenda items being considered for final action.

EXECUTIVE SESSION to discuss matters relating to the proposed location, expansion, or the provision of services encouraging location or expansion of industries, or other businesses in the area served by the county; or discussions of negotiations incident to proposed contractual arrangements and proposed sale or purchase of property, the receipt of legal advice where the legal advice relates to a pending, threatened, or potential claim or other matters covered by the attorney-client privilege, settlement of legal claim, or the position of the County in other adversary situations involving the assertion against the County of a claim.

CHAIRMAN OF COUNTY COUNCIL

PRESENTATION BY NATIONAL WEATHER SERVICE, RE: STORM READY PROGRAM.

THIRD READING:

1. **Bill No. 05-77**, an **ordinance** establishing a **registration system** for businesses located within Berkeley County, including businesses located within the corporate boundaries of municipalities within the county, pursuant to S. C. Code of Laws § 12-37-135 (2005); establishing a fee to defray the administrative expenses of said registration; and other matters related thereto.

[Recommended by Committee on Finance]

2. **Bill No. 05-80**, an **ordinance** authorizing the execution and delivery of a **Fee-In-Lieu of tax agreement** and certain instruments relating thereto by and between Berkeley County and **Union Underwear Company, Inc.**, whereby, Berkeley County will enter into a fee-in-lieu of taxes arrangement with Union Underwear Company, Inc.; providing for payment by Union

Underwear Company, Inc. of certain fees in lieu of ad valorem taxes; and other matters relating thereto.

[Recommended by Committee on Finance]

3. **Bill No. 05-81**, an **ordinance** to modify the official Zoning and Development Standards Map of Berkeley County, South Carolina, Re: **Pointe North Community Church**, Old Highway 52, Moncks Corner, **TMS #142-00-01-073** (22 acre portion of 28 acres), **from GC, General Commercial District to R-4, Multi-Family (Small Scale)**. Council District No. 8.

[Recommended by Committee on Land Use]

4. **Bill No. 05-82**, an **ordinance** to modify the official Zoning and Development Standards Map of Berkeley County, South Carolina, Re: **Mt. Holly Commerce Park**, Moncks Corner, **TMS #211-00-02-096** (Lot 21), (19.2 acres), **from HI, Heavy Industrial to GC, General Commercial District**. Council District No. 3.

[Recommended by Committee on Land Use]

5. **Bill No. 05-83**, an **ordinance** to modify the official Zoning and Development Standards Map of Berkeley County, South Carolina, Re: **Charles and Katie Koth**, 1494 Charity Church Road, Huger, **TMS #240-00-00-013** (2.81 acres), **from RNC, Rural and Neighborhood Commercial District to F-1, Agricultural District**. Council District No. 8.

[Recommended by Committee on Land Use]

6. **Bill No. 05-84**, an **ordinance** to modify the official Zoning and Development Standards Map of Berkeley County, South Carolina, Re: **HGBD, Inc.**, 567 Sanders Farm Road, Charleston, **TMS #271-00-02-060** (20.39 acres), **from F-1, Agricultural District to R-1, Single Family District**. Council District No. 8.

[Recommended by Committee on Land Use]

7. **Bill No. 05-85**, an **ordinance** to modify the official Zoning and Development Standards Map of Berkeley County, South Carolina, Re: **Ruby J. Fields**, 2466 Clements Ferry, Charleston, **TMS #271-00-01-094, and 004** (2.604 and .941 acres, Total 3.545 acres), **from R-2, Manufactured Residential District to GC, General Commercial District**. Council District No. 8.

[Recommended by Committee on Land Use]

8. **Bill No. 05-86**, an **ordinance** to modify the official Zoning and Development Standards Map of Berkeley County, South Carolina, Re: **DRR Developers**, West Dike Road, Pinopolis, **TMS #121-00-00-020 (SCPSA)** (36.087 acres), **from F-1, Agricultural District to R-1, Single Family Residential District**. Council District No. 6.

[Recommended by Committee on Land Use]

Berkeley County Council Rules allows all bills to be given second reading by one motion as a collective group. Any member may object to a particular bill and it shall be separated from the collective group and handled by a separate motion.

SECOND READING:

1. **Bill No. 05-87**, an ordinance to modify the official Zoning and Development Standards Map of Berkeley County, South Carolina, Re: **The Parks of Berkeley, LLC and Crescent Resources, LLC**, Sheep Island Road and US Hwy. 176, Summerville, TMS #221-00-00-133 (1,149.7 acres) and TMS #195-00-00-046 (3,402.2 acres), **from F1, Agricultural District to PDMU, Planned Development Mixed Use District**, and proposed Development Plan for The Parks of Berkeley. Council District No. 7.

[Recommended by Committee on Land Use]

2. **Bill No. 05-88**, an ordinance to modify the official Zoning and Development Standards Map of Berkeley County, South Carolina, Re: **Timothy Reed**, 1001 St. James Avenue, Goose Creek, TMS #223-00-00-010 (1.6 acres), **from R-2, Manufactured Residential District to GC, General Commercial District**. Council District No. 4.

[Recommended by Committee on Land Use]

3. **Bill No. 05-89**, an ordinance to modify the official Zoning and Development Standards Map of Berkeley County, South Carolina, Re: **Kelli Garrett and Sunshine Jones**, 1068 Clements Ferry Road, Charleston, TMS #263-00-03-029 (.61 acre) **from R-2, Manufactured Residential District to GC, General Commercial District**. Council District No. 2.

[Recommended by Committee on Land Use]

4. **Bill No. 05-90**, an ordinance to modify the official Zoning and Development Standards Map of Berkeley County, South Carolina, Re: **Joe Lawrence**, Hamlin Corner Road, Huger, TMS #248-00-02-078 (1.7 acres), **from R-2, Manufactured Residential District to RNC, Rural and Neighborhood Commercial District**. Council District No. 8.

[Recommended by Committee on Land Use]

5. **Bill No. 05-91**, an ordinance to modify the official Zoning and Development Standards Map of Berkeley County, South Carolina, Re: **Maxine Woodham**, 3447 South Live Oak Drive, Moncks Corner, TMS #209-12-00-044 (1 acre), **from R-2, Manufactured Residential District to GC, General Commercial District**. Council District No. 6.

[Recommended by Committee on Land Use]

6. **Bill No. 05-93**, an ordinance to modify the official Zoning and Development Standards Map of Berkeley County, South Carolina, Re: **Earthsource Engineering**, 2563 Clements Ferry Road, Charleston, TMS #271-00-02-035 (17.946 acres), **from R-2, Manufactured Residential District and GC, General Commercial District to R-4, Multi-Family District (Small Scale)**. Council District No. 8.

[Recommended by Committee on Land Use]

7. **Bill No. 05-94**, an ordinance to modify the official Zoning and Development Standards Map of Berkeley County, South Carolina, Re: **Amadeo & Erlinda Biascan**, 1818 South Live Oak Drive, Moncks Corner, TMS #180-00-02-009 (36.087 acres), **from R-2, Manufactured Residential District to RNC, Rural and Neighborhood Commercial District**. Council District No. 6.

[Recommended by Committee on Land Use]

8. **Bill No. 05-95**, an **ordinance** to modify the official Zoning and Development Standards Map of Berkeley County, South Carolina, Re: **Marc G. and Tamara B. Haight**, 328 Doc's Place, Moncks Corner, TMS #162-00-02-024 (5.92 acres), **from PDMU, Planned Development Mixed Use to GC, General Commercial District**. Council District No. 8.

[Recommended by Committee on Land Use]

9. **Bill No. 05-96**, an **ordinance** to amend the agreement for development of a **Joint County Industrial Park** executed on April 24, 1995, by and among Berkeley County, South Carolina and **Williamsburg County**, South Carolina, providing for the development of a jointly owned and operated Industrial/Business Park so as to include additional property in both Berkeley County and Williamsburg County as part of the Joint County Industrial Park, and other matters relating thereto.

[Recommended by Committee on Finance]

10. **Bill No. 05-97**, an **ordinance** authorizing, pursuant to Chapter 44 of Title 12, South Carolina Code of Laws, 1976, as amended, the execution and delivery of a **Fee Agreement** between Berkeley County, South Carolina and **AAI Corporation and API Properties 812, LLC**; and matters relating thereto.

[Recommended by Committee on Finance]

11. **Bill No. 05-98**, the **Third Supplemental Ordinance** providing for the issuance and sale of Berkeley County, South Carolina, **Water and Sewer System Refunding Revenue Bonds, Series 2005-B**, in the principal amount of not exceeding \$50,000,000; prescribing the form and details of such.

[Recommended by Committee on Water and Sanitation]

12. **Bill No. 05-99**, an **ordinance** authorizing economic development incentives, including a **fee-in-lieu-of-taxes** arrangement between Berkeley County and **Albany International Corp.**, and other related matters.

[Recommended by Committee on Finance]

13. **Bill No. 05-100**, an **ordinance** to **amend** Chapter 65, Article 2, of the Berkeley County Code of Ordinances, **establishing a limitation of the use or installation of public and private water services and wastewater** collection and treatment systems for only those areas within Berkeley County in which property uses are in compliance with the Berkeley County Zoning and Development Standards Ordinance; and establishing certain exceptions thereto.

[Recommended by Committee on Water and Sanitation]

FIRST READING

1. **Bill No. 05-101**, an **ordinance** to modify the official Zoning and Development Standards Map of Berkeley County, South Carolina, Re: **Iris Silk**, 150 Royle Road, Ladson, TMS #242-00-02-052 (4 acres), **from GC, General Commercial to LI, Light Industrial District**. Council District No. 4.

[Recommended by Committee on Land Use]

2. **Bill No. 05-102**, an **ordinance** to modify the official Zoning and Development Standards Map of Berkeley County, South Carolina, Re: **Marvin McCormick**, 928 College Park Road, Ladson, TMS #233-04-00-018 (1 acre), **from R-1, Single Family Residential District to RNC, Rural and Neighborhood Commercial District**. Council District No. 4.

[Recommended by Committee on Land Use]

3. **Bill No. 05-103**, an **ordinance** to modify the official Zoning and Development Standards Map of Berkeley County, South Carolina, Re: **Addco, LLC**, Jedburg Road and I-26, Summerville, TMS #207-00-01-090 (61.34 acres) **from F-1, Agricultural District to LI, Light Industrial District**. Council District No. 7.

[Recommended by Committee on Land Use]

4. **Bill No. 05-104**, an **ordinance** to modify the official Zoning and Development Standards Map of Berkeley County, South Carolina, Re: **The Sherman Agency**, 1110 Drop Off Drive, Summerville, TMS #207-00-02-124 (13 acres), **from LI, Light Industrial District to HI, Heavy Industrial District**. Council District No. 7.

[Recommended by Committee on Land Use]

5. **Bill No. 05-105**, an **ordinance** to modify the official Zoning and Development Standards Map of Berkeley County, South Carolina, Re: **Seamon, Whiteside and Associates, Inc.**, Cypress Gardens Road and Highway 52, Moncks Corner, TMS #197-00-01-020 (25.27 acres), **from GC, General Commercial District to PDMU, Planned Development Mixed Use**. Council District No. 3.

[Recommended by Committee on Land Use]

6. **Bill No. 05-106**, an **ordinance** to modify the official Zoning and Development Standards Map of Berkeley County, South Carolina, Re: **Seamon, Whiteside and Associates, Inc.**, Cypress Gardens Road and Highway 52, Moncks Corner, TMS #211-00-02-001 (3.34 acres), **from GC, General Commercial District to PDMU, Planned Development Mixed Use**. Council District No. 3.

[Recommended by Committee on Land Use]

7. **Bill No. 05-107**, an **ordinance** to modify the official Zoning and Development Standards Map of Berkeley County, South Carolina, Re: **Seamon, Whiteside and Associates, Inc.**, Amendments to the boundary and criteria of the approved **Development Plan for Foxbank Plantation PDMU**. Council District No. 3.

[Recommended by Committee on Land Use]

8. **Bill No. 05-108**, an **ordinance** to modify the official Zoning and Development Standards Map of Berkeley County, South Carolina, Re: **Charles Thompson**, 3003 Old Highway 52, Moncks Corner, TMS #211-00-02-016 (68.13 acres), **from HI, Heavy Industrial District to R-1, Single Family Residential District**. Council District No. 3.

[Recommended by Committee on Land use]

9. **Bill No. 05-109**, an **ordinance** to modify the official Zoning and Development Standards Map of Berkeley County, South Carolina, Re: **McCants Family, LLC**, Bubs Lane and Fanny Branch Road, Moncks Corner, TMS #122-00-04-023 (3.46 acres) from **F-1, Agriculture District to R-1, Single Family Residential District**. Council District No. 6.
[Recommended by Committee on Land Use]

10. **Bill No. 05-110**, an **ordinance** to **amend Ordinance No. 05-06-46**, adopted June 20, 2005, to provide for supplemental appropriations and allocations thereof within the 2005-2006 budget for Berkeley County; and other matters relating thereto.
[Recommended by Committee on Finance]

11. **Bill No. 05-111**, an **ordinance** authorizing the execution and delivery of a **Fee-In-Lieu of Tax** agreement between Berkeley County, South Carolina, as lessor, and **Project Lighthouse**; and other matters relating thereto including, without limitation, payment of a Fee-in-Lieu of Taxes.
[Recommended by Committee on Finance]

12. **Bill No. 05-112**, an **ordinance** authorizing the execution and delivery of an agreement between Berkeley County, South Carolina and **Project Lighthouse** for **granting certain infrastructure credits** to Project Lighthouse.
[Recommended by Committee on Finance]

13. **Bill No. 05-113**, an **ordinance** approving a **Proposed Development Agreement** for **The Parks of Berkeley, LLC, and Crescent Resources, LLC**.
[Recommended by Committee on Land Use]

RESOLUTIONS

1. **RESOLUTION** providing for the Transfer of Funds in the 2005-2006 Berkeley County Budget for County purposes other than as specified in said Budget.
[Recommended by Committee on Finance]

2. **RESOLUTION** authorizing the execution and delivery of an **inducement agreement** by and between Berkeley County, South Carolina and **Project Lighthouse** whereby, under certain conditions, Berkeley County will execute a Fee-In-Lieu of Tax agreement for a project involving not less than eighty million dollars (\$80,000,000) investment and will provide an Infrastructure Tax Credit.
[Recommended by Committee on Finance]

3. **RESOLUTION** acknowledging and approving the **sale, transfer, and assignment** of the membership interest in Dorlastan Fibers LLC from **Lanxess Corporation** to **Asahi Kasei Fibers America Inc.**, pursuant to existing Fee-In-Lieu of Taxes arrangements with Berkeley County.
[Recommended by Committee on Finance]

REPORTS FROM STANDING COMMITTEES:

1. **Committee on Finance.**
Council Member, Mr. Dennis L. Fish, Chairman.
2. **Committee on Land Use.**
Council Member, Mr. Phillip Farley, Chairman.
3. **Committee on Public Works and Purchasing.**
Council Member, Mr. Caldwell Pinckney, Jr., Chairman.
Bids and Recommendations:
 - a. Airport: Reject all bids for fuel containment system.
Berkeley County Water and Sanitation Authority:
 - b. Scrap metal and white goods.
 - c. Purchase of tracked excavator.
 - d. Two (2) front-end loaders with attachments.
4. **Committee on Justice and Public Safety.**
Council Member, Mr. William E. Crosby, Chairman.
5. **Committee on Water and Sanitation.**
Council Member, Mrs. Judith K. Spooner, Chairman.
 - a. Solid Waste Management Plan amendment.
 - b. Interest Rate Risk Management Policy.
6. **Committee on Planning and Development.**
Council Member, Mr. Steve C. Davis, Chairman.
7. **Committee on Community Services.**
Council Member, Mr. Charles E. Davis, Chairman.
 - a. Approval of grant for Library.
8. **Committee on Human Services.**
Vacant

NOMINATIONS FOR MEMBERSHIP ON BOARDS, COMMISSIONS, ETC.

ACCOMMODATIONS TAX ADVISORY COMMITTEE
BERKELEY COUNTY AERONAUTICS COMMISSION
BERKELEY-CHARLESTON-DORCHESTER COUNCIL OF GOVERNMENTS
BERKELEY COUNTY LIBRARY BOARD
BERKELEY COUNTY SPECIAL FIRE TAX DISTRICT
BERKELEY COUNTY WATER AND SANITATION APPEALS BOARD
CONSTRUCTION BOARD OF ADJUSTMENT AND APPEALS

DEVON FOREST SPECIAL TAX DISTRICT
GOOSE CREEK RECREATION COMMISSION
HOUSING BOARD OF ADJUSTMENTS AND APPEALS
MENTAL HEALTH BOARD
SPIERS LANDING COMMISSION
TAX ASSESSMENT REVIEW BOARD

CORRESPONDENCE

UNFINISHED BUSINESS

NEW BUSINESS

ANNOUNCEMENTS

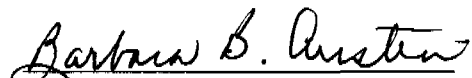
THE DECEMBER 2005, REGULAR MEETING OF BERKELEY COUNTY COUNCIL WILL BE HELD ON MONDAY DECEMBER 12th, 2005, IMMEDIATELY FOLLOWING PUBLIC HEARINGS AND OTHER COMMITTEE MEETINGS AT 6:00 PM, IN THE ASSEMBLY ROOM, OF THE BERKELEY COUNTY ADMINISTRATION BUILDING, 1003 HIGHWAY 52, MONCKS CORNER, S. C.

ADJOURNMENT

EXECUTION OF DOCUMENTS BY COUNCIL

PUBLIC DISCUSSION

November 23, 2005


Barbara B. Austin, CCC
Clerk of County Council

REGULAR MONTHLY MEETING OF BERKELEY COUNTY COUNCIL
November 28, 2005

The **REGULAR MONTHLY MEETING OF BERKELEY COUNTY COUNCIL** was held on Monday **November 28, 2005**, at 8:15 p.m., in the Assembly Room of the Berkeley County Administration Building, 1003 Highway 52, Moncks Corner, South Carolina.

PRESENT: Mr. James H. Rozier, Jr., Supervisor, Chairman; Mr. William E. Crosby, Council Member District No. 3, Vice Chairman; Mr. Phillip Farley, Council Member District No. 1; Mrs. Judith K. Spooner, Council Member District No. 2; Mr. Charles E. Davis, Council Member District No. 4; Mr. Dennis L. Fish, Council Member District No. 5; Mr. Steve C. Davis, Council Member District No. 8; Mr. D. Mark Stokes, County Attorney; and Ms. Barbara B. Austin, Clerk of County Council. Mr. Caldwell Pinckney, Jr., Council Member District No. 7, was excused from this meeting. Council District No. 6, vacant.

In accordance with the Freedom of Information Act, the electronic and print media were duly notified.

During periods of discussion and/or presentations, minutes are typically condensed and paraphrased.

CALL TO ORDER

Chairman Rozier called the meeting to order and asked for approval of minutes from Public Hearing Bill No. 05-75 held October 10, 2005; Public Hearing Bill Nos. 05-62, 05-73, 05-74, 05-76, 05-77 and 05-78 held October 24, 2005; and a Regular Meeting of Council held October 24, 2005.

It was moved by Council Member Farley and seconded by Council Member Spooner to **approve the minutes** as presented. The motion passed by unanimous voice vote of Council.

PUBLIC DISCUSSION – none

EXECUTIVE SESSION – none

THIRD READING:

“BILL NO. 05-77, AN ORDINANCE ESTABLISHING A REGISTRATION SYSTEM FOR BUSINESSES LOCATED WITHIN BERKELEY COUNTY, INCLUDING BUSINESSES LOCATED WITHIN THE CORPORATE BOUNDARIES OF MUNICIPALITIES WITHIN THE COUNTY, PURSUANT TO S.C. CODE OF

LAWS § 12-37-135 (2005); ESTABLISHING A FEE TO DEFRAY THE ADMINISTRATIVE EXPENSES OF SAID REGISTRATION, AND OTHER MATTERS RELATED THERETO.”

Chairman Rozier stated that Bill No. 05-77 would be held until December 12, 2005.

“**BILL NO. 05-80, AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF TAX AGREEMENT AND CERTAIN INSTRUMENTS RELATING THERETO BY AND BETWEEN BERKELEY COUNTY AND UNION UNDERWEAR COMPANY, INC. WHEREBY, BERKELEY COUNTY WILL ENTER INTO A FEE-IN-LIEU OF TAXES ARRANGEMENT WITH UNION UNDERWEAR COMPANY, INC.; PROVIDING FOR PAYMENT BY UNION UNDERWEAR COMPANY, INC. OF CERTAIN FEES IN LIEU OF AD VALOREM TAXES; AND OTHER MATTERS RELATING THERETO.**”

It was moved by Council Member Crosby and seconded by Council Member C. Davis to approve **Bill No. 05-80 for Third Reading.** The motion passed by unanimous voice vote of Council. (A copy of Ordinance No. 05-11-81 is attached to these minutes.)

“**BILL NO. 05-81, AN ORDINANCE TO MODIFY THE OFFICIAL ZONING AND DEVELOPMENT STANDARDS MAP OF BERKELEY COUNTY, SOUTH CAROLINA, IN REGARD TO THE APPROVED USES OF TMS #142-00-01-073.**”
(Point North Community Church)

It was moved by Council Member S. Davis and seconded by Council Member Spooner to approve **Bill No. 05-81 for Third Reading.** The motion passed by unanimous voice vote of Council. (A copy of Ordinance No. 05-11-82 is attached to these minutes.)

“**BILL NO. 05-82, AN ORDINANCE TO MODIFY THE OFFICIAL ZONING AND DEVELOPMENT STANDARDS MAP OF BERKELEY COUNTY, SOUTH CAROLINA, IN REGARD TO THE APPROVED USES OF TMS #211-00-02-096.**”
(Mt. Holly Commerce Park)

It was moved by Council Member Farley and seconded by Council Member S. Davis to approve **Bill No. 05-82 for Third Reading.** The motion passed by unanimous voice vote of Council. (A copy of Ordinance No. 05-11-83 is attached to these minutes.)

“**BILL NO. 05-83, AN ORDINANCE TO MODIFY THE OFFICIAL ZONING AND DEVELOPMENT STANDARDS MAP OF BERKELEY COUNTY, SOUTH CAROLINA, IN REGARD TO THE APPROVED USES OF TMS #240-00-00-013.**”
(Charles and Katie Koth)

It was moved by Council Member S. Davis and seconded by Council Member Spooner to approve **Bill No. 05-83** for **Third Reading**. The motion passed by unanimous voice vote of Council. (A copy of Ordinance No. 05-11-84 is attached to these minutes.)

"BILL NO. 05-84, AN ORDINANCE TO MODIFY THE OFFICIAL ZONING AND DEVELOPMENT STANDARDS MAP OF BERKELEY COUNTY, SOUTH CAROLINA, IN REGARD TO APPROVED USES OF TMS #271-00-02-060."
(HGBD, Inc.)

It was moved by Council Member S. Davis and seconded by Council Member Crosby to approve **Bill No. 05-84** for **Third Reading**. The motion passed by unanimous voice vote of Council. (A copy of Ordinance No. 05-11-85 is attached to these minutes.)

"BILL NO. 05-85, AN ORDINANCE TO MODIFY THE OFFICIAL ZONING AND DEVELOPMENT STANDARDS MAP OF BERKELEY COUNTY, SOUTH CAROLINA, IN REGARD TO APPROVED USES OF TMS #271-00-01-094 AND 004." (Ruby J. Fields)

It was moved by Council Member S. Davis and seconded by Council Member Crosby to approve **Bill No. 05-85** for **Third Reading**. The motion passed by unanimous voice vote of Council. (A copy of Ordinance No. 05-11-86 is attached to these minutes.)

"BILL NO. 05-86, AN ORDINANCE TO MODIFY THE OFFICIAL ZONING AND DEVELOPMENT STANDARDS MAP OF BERKELEY COUNTY, SOUTH CAROLINA, IN REGARD TO APPROVED USES OF TMS #121-00-00-020 (SCPSA)." (DRR Developers)

It was moved by Council Member Farley and seconded by Council Member Spooner to approve **Bill No. 05-86** for **Third Reading**. The motion passed by unanimous voice vote of Council. (A copy of Ordinance No. 05-11-87 is attached to these minutes.)

Berkeley County Council Rules allows all bills to be given second reading by one motion as a collective group. Any member may object to a particular bill and it shall be separated from the collective group and handled by a separate motion.

SECOND READING:

It was moved by Council Member Farley and seconded by Council Member Crosby to allow **Bills Numbered 05-89, 05-90, 05-91, 05-93, 05-94, 05-95, 05-96, 05-97,**

05-98, 05-99 and 05-100 to be given Second Reading by one motion as a collective group. The motion passed by unanimous voice vote of Council.

Council Member S. Davis requested that **Bills Numbered 05-87 and 05-88** be considered separately.

"BILL NO. 05-89, AN ORDINANCE TO MODIFY THE OFFICIAL ZONING AND DEVELOPMENT STANDARDS MAP OF BERKELEY COUNTY, SOUTH CAROLINA, IN REGARD TO THE APPROVED USES OF TMS #263-00-03-029."

(Kelli Garrett and Sunshine Jones)

"BILL NO. 05-90, AN ORDINANCE TO MODIFY THE OFFICIAL ZONING AND DEVELOPMENT STANDARDS MAP OF BERKELEY COUNTY, SOUTH CAROLINA, IN REGARD TO THE APPROVED USES OF TMS #248-00-02-078."

(Joe Lawrence)

"BILL NO. 05-91, AN ORDINANCE TO MODIFY THE OFFICIAL ZONING AND DEVELOPMENT STANDARDS MAP OF BERKELEY COUNTY, SOUTH CAROLINA, IN REGARD TO THE APPROVED USES OF TMS #209-12-00-044."

(Maxine Woodham)

"BILL NO. 05-93, AN ORDINANCE TO MODIFY THE OFFICIAL ZONING AND DEVELOPMENT STANDARDS MAP OF BERKELEY COUNTY, SOUTH CAROLINA, IN REGARD TO THE APPROVED USES OF TMS #271-00-02-035."

(Earthsource Engineering)

"BILL NO. 05-94, AN ORDINANCE TO MODIFY THE OFFICIAL ZONING AND DEVELOPMENT STANDARDS MAP OF BERKELEY COUNTY, SOUTH CAROLINA, IN REGARD TO THE APPROVED USES OF TMS #180-00-02-009."

(Amadeo & Erlinda Biascan)

"BILL NO. 05-95, AN ORDINANCE TO MODIFY THE OFFICIAL ZONING AND DEVELOPMENT STANDARDS MAP OF BERKELEY COUNTY, SOUTH CAROLINA, IN REGARD TO THE APPROVED USES OF TMS #162-00-02-024."

(Marc G. and Tamara B. Haight)

"BILL NO. 05-96, AN ORDINANCE TO AMEND THE AGREEMENT FOR DEVELOPMENT OF A JOINT COUNTY INDUSTRIAL PARK EXECUTED ON APRIL 24, 1995, BY AND AMONG BERKELEY COUNTY, SOUTH CAROLINA AND WILLIAMSBURG COUNTY, SOUTH CAROLINA, PROVIDING FOR THE DEVELOPMENT OF A JOINTLY OWNED AND OPERATED INDUSTRIAL/BUSINESS PARK SO AS TO INCLUDE ADDITIONAL PROPERTY IN BOTH BERKELEY COUNTY AND WILLIAMSBURG COUNTY AS PART OF THE JOINT COUNTY INDUSTRIAL PARK, AND OTHER MATTERS RELATING THERETO."

“BILL NO. 05-97, AN ORDINANCE AUTHORIZING, PURSUANT TO CHAPTER 44 OF TITLE 12, SOUTH CAROLINA CODE OF LAWS, 1976, AS AMENDED, THE EXECUTION AND DELIVERY OF A FEE AGREEMENT BETWEEN BERKELEY COUNTY, SOUTH CAROLINA AND AAI CORPORATION AND API PROPERTIES 812, LLC; AND MATTERS RELATING THERETO.”

“BILL NO. 05-98, THE THIRD SUPPLEMENTAL ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF BERKELEY COUNTY, SOUTH CAROLINA, WATER AND SEWER SYSTEM REFUNDING REVENUE BONDS, SERIES 2005-B, IN THE PRINCIPAL AMOUNT OF NOT EXCEEDING \$50,000,000; PRESCRIBING THE FORM AND DETAILS OF SUCH.”

“BILL NO. 05-99, AN ORDINANCE AUTHORIZING ECONOMIC DEVELOPMENT INCENTIVES, INCLUDING A FEE-IN-LIEU-OF-TAXES ARRANGEMENT BETWEEN BERKELEY COUNTY AND ALBANY INTERNATIONAL CORP., AND OTHER RELATED MATTERS.”

“BILL NO. 05-100, AN ORDINANCE TO AMEND CHAPTER 65, ARTICLE 2, OF THE BERKELEY COUNTY CODE OF ORDINANCES, ESTABLISHING A LIMITATION OF THE USE OR INSTALLATION OF PUBLIC AND PRIVATE WATER SERVICES AND WASTEWATER COLLECTION AND TREATMENT SYSTEMS FOR ONLY THOSE AREAS WITHIN BERKELEY COUNTY IN WHICH PROPERTY USES ARE IN COMPLIANCE WITH THE BERKELEY COUNTY ZONING AND DEVELOPMENT STANDARDS ORDINANCE; AND ESTABLISHING CERTAIN EXCEPTIONS THERETO.”

It was moved by Council Member Farley and seconded by Council Member Crosby to approve **Bills Numbered 05-89, 05-90, 05-91, 05-93, 05-94, 05-95, 05-96, 05-97, 05-98, 05-99 and 05-100 for Second Reading.** The motion passed by unanimous voice vote of Council.

“BILL NO. 05-87, AN ORDINANCE TO MODIFY THE OFFICIAL ZONING AND DEVELOPMENT STANDARDS MAP OF BERKELEY COUNTY, SOUTH CAROLINA, IN REGARD TO THE APPROVED USES OF TMS #221-00-00-133 AND TMS #195-00-00-046.”

(The Parks of Berkeley, LLC and Crescent Resources, LLC)

It was moved by Council Member Spooner and seconded by Council Member C. Davis to approve **Bill No. 05-87 for Second Reading.** The motion passed by majority voice vote of Council. Council Member S. Davis voted “Nay”.

(The Parks of Berkeley, LLC and Crescent Resources, LLC)

"BILL NO. 05-88, AN ORDINANCE TO MODIFY THE OFFICIAL ZONING AND DEVELOPMENT STANDARDS MAP OF BERKELEY COUNTY, SOUTH CAROLINA, IN REGARD TO THE APPROVED USES OF TMS #223-00-00-010."

(Timothy Reed)

It was moved by Council Member Spooner and seconded by Council Member C. Davis to approve **Bill No. 05-88** for **Second Reading**. The motion passed by majority voice vote of Council. Council Member S. Davis voted "Nay".

FIRST READING

Chairman Rozier stated there were 13 bills for First Reading. Bills for First Reading are not discussed or voted upon. The bills are read into the record by title only and, thereafter, sent to the proper Committee for further consideration.

"BILL NO. 05-101, AN ORDINANCE TO MODIFY THE OFFICIAL ZONING AND DEVELOPMENT STANDARDS MAP OF BERKELEY COUNTY, SOUTH CAROLINA, IN REGARD TO THE APPROVED USES OF TMS #242-00-02-052."

(Iris Silk)

"BILL NO. 05-102, AN ORDINANCE TO MODIFY THE OFFICIAL ZONING AND DEVELOPMENT STANDARDS MAP OF BERKELEY COUNTY, SOUTH CAROLINA, IN REGARD TO THE APPROVED USES OF TMS #233-04-00-018."

(Marvin McCormick)

"BILL NO. 05-103, AN ORDINANCE TO MODIFY THE OFFICIAL ZONING AND DEVELOPMENT STANDARDS MAP OF BERKELEY COUNTY, SOUTH CAROLINA, IN REGARD TO THE APPROVED USES OF TMS #207-00-01-090."

(Addco, LLC)

"BILL NO. 05-104, AN ORDINANCE TO MODIFY THE OFFICIAL ZONING AND DEVELOPMENT STANDARDS MAP OF BERKELEY COUNTY, SOUTH CAROLINA, IN REGARD TO THE APPROVED USES OF TMS #207-00-02-124."

(The Sherman Agency)

"BILL NO. 05-105, AN ORDINANCE TO MODIFY THE OFFICIAL ZONING AND DEVELOPMENT STANDARDS MAP OF BERKELEY COUNTY, SOUTH CAROLINA, IN REGARD TO THE APPROVED USES OF TMS #197-00-01-020."

(Seamon, Whiteside and Associates, Inc.)

"BILL NO. 05-106, AN ORDINANCE TO MODIFY THE OFFICIAL ZONING AND DEVELOPMENT STANDARDS MAP OF BERKELEY COUNTY, SOUTH CAROLINA, IN REGARD TO THE APPROVED USES OF TMS #211-00-02-001."

(Seamon, Whiteside and Associates, Inc.)

"BILL NO. 05-107, AN ORDINANCE TO MODIFY THE OFFICIAL ZONING AND DEVELOPMENT STANDARDS MAP OF BERKELEY COUNTY, SOUTH CAROLINA, IN REGARD TO AMENDMENTS TO THE BOUNDARY AND CRITERIA OF THE APPROVED DEVELOPMENT PLAN FOR FOXBANK PLANTATION PDMU."

(Seamon, Whiteside and Associates, Inc.)

"BILL NO. 05-108, AN ORDINANCE TO MODIFY THE OFFICIAL ZONING AND DEVELOPMENT STANDARDS MAP OF BERKELEY COUNTY, SOUTH CAROLINA, IN REGARD TO THE APPROVED USES OF TMS #211-00-02-016."

(Charles Thompson)

"BILL NO. 05-109, AN ORDINANCE TO MODIFY THE OFFICIAL ZONING AND DEVELOPMENT STANDARDS MAP OF BERKELEY COUNTY, SOUTH CAROLINA, IN REGARD TO THE APPROVED USES OF TMS #122-00-04-023."

(McCants Family, LLC)

"BILL NO. 05-110, AN ORDINANCE TO AMEND ORDINANCE NO. 05-06-46, ADOPTED JUNE 20, 2005, TO PROVIDE FOR SUPPLEMENTAL APPROPRIATIONS AND ALLOCATIONS THEREOF WITHIN THE 2005-2006 BUDGET FOR BERKELEY COUNTY; AND OTHER MATTERS RELATING THERETO."

"BILL NO. 05-111, AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF TAX AGREEMENT BETWEEN BERKELEY COUNTY, SOUTH CAROLINA, AS LESSOR, AND PROJECT LIGHTHOUSE; AND OTHER MATTERS RELATING THERETO INCLUDING, WITHOUT LIMITATION, PAYMENT OF A FEE-IN-LIEU OF TAXES."

"BILL NO. 05-112, AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN AGREEMENT BETWEEN BERKELEY COUNTY, SOUTH CAROLINA AND PROJECT LIGHTHOUSE FOR GRANTING CERTAIN INFRASTRUCTURE CREDITS TO PROJECT LIGHTHOUSE."

“BILL NO. 05-113, AN ORDINANCE APPROVING A PROPOSED DEVELOPMENT AGREEMENT FOR THE PARKS OF BERKELEY, LLC, AND CRESCENT RESOURCES, LLC.”

RESOLUTIONS

“RESOLUTION PROVIDING FOR THE TRANSFER OF FUNDS IN THE 2005-2006 BERKELEY COUNTY BUDGET FOR COUNTY PURPOSES OTHER THAN AS SPECIFIED IN SAID BUDGET.”

It was moved by Council Member Spooner and seconded by Council Member Crosby to approve the **resolution** providing for the **Transfer of Funds** in the 2005-2006 Berkeley County Budget. The motion passed by unanimous voice vote of Council. (A copy of Resolution No. 05-49 is attached to these minutes.)

“RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN INDUCEMENT AGREEMENT BY AND BETWEEN BERKELEY COUNTY, SOUTH CAROLINA AND PROJECT LIGHTHOUSE WHEREBY, UNDER CERTAIN CONDITIONS, BERKELEY COUNTY WILL EXECUTE A FEE-IN-LIEU OF TAX AGREEMENT FOR A PROJECT INVOLVING NOT LESS THAN EIGHTY MILLION DOLLARS (\$80,000,000) INVESTMENT AND WILL PROVIDE AN INFRASTRUCTURE TAX CREDIT.”

It was moved by Council Member Farley and seconded by Council Member Crosby to approve the **resolution** authorizing the execution and delivery of an **inducement agreement** by and between Berkeley County, South Carolina and **Project Lighthouse**. The motion passed by unanimous voice vote of Council. (A copy of Resolution No. 05-50 is attached to these minutes.)

“RESOLUTION ACKNOWLEDGING AND APPROVING THE SALE, TRANSFER, AND ASSIGNMENT OF THE MEMBERSHIP INTEREST IN DORLASTAN FIBERS LLC FROM LANXESS CORPORATION TO ASAHI KASEI FIBERS AMERICA INC., PURSUANT TO EXISTING FEE-IN-LIEU OF TAXES ARRANGEMENTS WITH BERKELEY COUNTY.”

It was moved by Council Member Crosby and seconded by Council Member Farley to approve the **resolution** acknowledging and approving the sale, transfer, and assignment of the membership interest in **Dorlastan Fibers LLC** from **Lanxess Corporation** to **Asahi Kasei Fibers America Inc.** The motion passed by unanimous voice vote of Council. (A copy of Resolution No. 05-51 is attached to these minutes.)

REPORTS FROM STANDING COMMITTEES:

Committee on Finance.

Mr. Dennis L. Fish, Chairman.

Chairman Fish reported that the Committee on Finance met earlier this night. All of the matters before the Committee were addressed on this night's agenda. *(That concluded Chairman Fish's report.)*

Committee on Land Use.

Mr. Phillip Farley, Chairman.

Chairman Farley reported that the Committee on Land Use met on November 14, 2005 and earlier this night. All matters before the Committee were addressed on this night's agenda. *(That concluded Chairman Farley's report.)*

Committee on Public Works and Purchasing.

Mr. Steve C. Davis, Acting Chairman.

Acting Chairman S. Davis reported that the Committee on Public Works and Purchasing met on November 14, 2005.

Bids and Recommendations:

a. Airport: Reject all bids for fuel containment system.

On recommendation of the Committee, Acting Chairman S. Davis moved to reject of all bids for the Airport Fuel Containment System. (No second required.)

The motion passed by unanimous voice vote of Council.

Berkeley County Water and Sanitation Authority:

b. Scrap metal and white goods.

On recommendation of the Committee, Acting Chairman S. Davis moved to award the contract for the Scrap Metal and White Goods to Charleston Steel and Metal at 51.25%, a three-year contract. (No second required.)

The motion passed by unanimous voice vote of Council.

c. Purchase of tracked excavator.

On recommendation of the Committee, Acting Chairman S. Davis moved to award the contract for the purchase of one Tracted Excavator to Briggs Equipment in the amount of \$223,530.00. (No second required.)

The motion passed by unanimous voice vote of Council.

d. Two (2) front-end loaders with attachments.

On recommendation of the Committee, Acting Chairman S. Davis moved to award the contract for the purchase of two Front End Loaders with attachments to Briggs Equipment in the amount of \$225,311.00. (No second required.)

The motion passed by unanimous voice vote of Council. (That concluded Acting Chairman S. Davis' report.)

Committee on Justice and Public Safety.

Mr. William E. Crosby, Chairman.

Chairman Crosby reported that the Committee on Justice and Public Safety met on November 14, 2005 and reported that an emergency purchase had been made to replace a water heater at the Detention Center. No action was required of the Committee. *(That concluded Chairman Crosby's report.)*

Committee on Water and Sanitation.

Mrs. Judith K. Spooner, Chairman.

Chairman Spooner reported that the Committee on Water and Sanitation met on November 14, 2005 and earlier this night. Several of the matters before the Committee were addressed on this night's agenda.

Recommendations:

a. Solid Waste Management Plan amendment.

On recommendation of the Committee, Chairman Spooner moved to approve the Solid Waste Management Plan amendment. (No second required.)

The motion passed by unanimous voice vote of Council.

b. Interest Rate Risk Management Policy.

On recommendation of the Committee, Chairman Spooner moved to approve the Interest Rate Risk Management Policy for Berkeley County and the Berkeley County Water and Sanitation Authority. (No second required.)

The motion passed by majority voice vote of Council. Council Member S. Davis voted "Nay". (That concluded Chairman Spooner's report.)

**Committee on Planning and Development.
Mr. Steve C. Davis, Chairman.**

No report.

**Committee on Community Services.
Mr. Charles E. Davis, Chairman.**

Chairman Charles Davis reported that the Committee on Community Services met on November 14, 2005.

Recommendation:

a. Approval of grant for Library.

On recommendation of the Committee, Chairman C. Davis moved to approve the application for a Bill and Melinda Gates Foundation Grant for the Library Department. (No second required.)

The motion passed by unanimous voice vote of Council. (That concluded Chairman C. Davis' report.)

**Committee on Human Services.
Vacant**

No report.

**NOMINATIONS FOR MEMBERSHIP ON BOARDS, COMMISSIONS,
ETC.**

Council Member S. Davis nominated Mr. Cohen Gaskins for appointment to serve on the Accommodations Tax Advisory Committee.

The nomination of Mr. Cohen Gaskins to the Accommodations Tax Advisory Committee passed by unanimous voice vote of Council.

CORRESPONDENCE - None

UNFINISHED BUSINESS

Council Member C. Davis expressed his regret on the passing of Mr. Donald L. Harbert of the Sangaree Special Tax District Advisory Commission. It was requested that a placard honoring Mr. Harbert be displayed at the new Sangaree Library upon its completion.

NEW BUSINESS – none

ANNOUNCEMENTS

THE **DECEMBER 2005, REGULAR MEETING OF BERKELEY COUNTY COUNCIL** WILL BE HELD ON **MONDAY DECEMBER 12th, 2005**, IMMEDIATELY FOLLOWING PUBLIC HEARINGS AND OTHER COMMITTEE MEETINGS AT **5:00 PM**, IN THE **ASSEMBLY ROOM, OF THE BERKELEY COUNTY ADMINISTRATION BUILDING, 1003 HIGHWAY 52, MONCK'S CORNER, S. C.**

ADJOURNMENT

It was moved by Council Member Spooner and seconded by Council Member S. Davis to adjourn the Regular Meeting of County Council. The motion passed by unanimous voice of Council.

Meeting adjourned at 8:36 pm, for the execution of documents by Council.


PUBLIC DISCUSSION

Public Discussion began at 8:43 pm.

Mr. David Bilodeau, residing at 105 Greensboro Lane, Ladson, addressed Council and stated his concerns with **Bill No. 05-77** appearing to be an additional tax. Mr. Bilodeau further stated his concerns regarding the increase in property taxes and Berkeley County's reassessment policy. He stated that the public should be better informed of tax increases.

Ms. Betty Lee Johnson, residing at 1021 St. James Avenue, Summerville, addressed Council and expressed her disappointment on the vote on **Bill No. 05-88**. Ms. Johnson stated that allowing that lot to become a used car lot would put the residents in danger with the extra traffic and people looking at the cars after hours.

Public Discussion ended at 9:03 pm.


Barbara B. Austin, CCC
Clerk of Council

December 12, 2005
Date Approved

ORDINANCE 05-11-81

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT AND CERTAIN INSTRUMENTS RELATING THERETO BY AND BETWEEN BERKELEY COUNTY AND UNION UNDERWEAR COMPANY, INC., WHEREBY, BERKELEY COUNTY WILL ENTER INTO A FEE-IN-LIEU OF TAXES ARRANGEMENT WITH UNION UNDERWEAR COMPANY, INC.; PROVIDING FOR PAYMENT BY UNION UNDERWEAR COMPANY, INC. OF CERTAIN FEES IN LIEU OF AD VALOREM TAXES; AND OTHER MATTERS RELATING THERETO.

WHEREAS, Berkeley County, South Carolina (the "County"), acting by and through its County Council (the "County Council") is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 of the Code of Laws of South Carolina 1976, as amended (the "FILOT Act"), to designate real and tangible personal property as "economic development property" and to enter into an arrangement which provides for payment in lieu of taxes ("FILOT Payments") for a project qualifying under the FILOT Act; through which powers the industrial development of the State of South Carolina (the "State") will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate in the State and thus utilize and employ the manpower, products and resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

WHEREAS, Union Underwear Company, Inc., a Delaware corporation (the "Company"), has entered into an Inducement Agreement dated December 13, 2004, with the County whereby the Company proposed to acquire real estate and build a distribution facility and to locate its personal property and equipment and operations therein, as more fully described in the attached Exhibit A; which is to be located within Berkeley County and owned and operated by the Company, all of which constitutes a project within the meaning of the FILOT Act (and are hereinafter collectively referred to herein as the "Project"); and

WHEREAS, the Project when completed will represent an investment, as defined in the FILOT Act (the "Investment"), by the Company estimated to be \$28,000,000 and will create in excess of 130 new jobs in Berkeley County; and

WHEREAS, the County has determined and found, on the basis of representations of the Company, that the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; that Project will not give rise to a pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either; that the purposes to be accomplished by the Project, *i.e.*, economic development, keeping of jobs, and addition to the tax base of the County, are proper governmental and public purposes; that the inducement of the location or expansion of the Project within the County and the State is of paramount importance; and that the benefits of the Project will be greater than the costs; and

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

Section 1. Evaluation of the Project. The County Council has evaluated the Project on the following criteria based upon the advice and assistance of the South Carolina Department of Revenue and the Board of Economic Advisors:

- (a) the purposes to be accomplished by the Project are proper governmental and public purposes;
- (b) the anticipated dollar amount and nature of the investment to be made; and
- (c) the anticipated costs and benefits to the County.

Section 2. Findings by County Council. Based upon the investigation of the Project and upon information supplied to it by the Company, including the criteria described in Section 1 above, and based upon the advice and assistance of the South Carolina Department of Revenue and the Board of Economic Advisors, as required, the County Council hereby finds that:

- (a) the project constitutes a "Project" as defined in the FILOT Act;
- (b) the Project will serve the purpose of the FILOT Act;
- (c) the Investment by the Company in the Project is estimated to be \$28,000,000 and will be invested within five (5) years from the end of the property tax year in which the Company and the County execute the Fee Agreement (as hereinafter defined);
- (d) the Project will be located entirely within Berkeley County;
- (e) the Project is anticipated to benefit the general public welfare of Berkeley County by providing services, employment, recreation, and other public benefits not otherwise adequately provided locally;
- (f) the Project gives risk to no pecuniary liability of the County or any incorporated municipality or no charge against the general credit or taxing power of either the County or any incorporated municipality;
- (g) the purposes to be accomplished by the Project, the expansion of employment opportunities by the creation of new jobs and the addition to the tax base of Berkeley County, are proper governmental and public purposes;
- (h) the inducement of the location of the Project is of paramount importance; and
- (i) the benefits of the Project to the public are greater than the cost to the public.

Section 3. Fee-in-Lieu of Taxes Arrangement. Pursuant to the authority of the FILOT Act, the Project is designated as "economic development property" under the FILOT Act

and there is hereby authorized a fee-in-lieu of taxes arrangement with the Company which will provide for FILOT Payments to be made based upon a 6% assessment ratio. The millage rate with respect to the components of the Project shall be fixed for the entire term of the fee-in-lieu of taxes arrangement and shall be the actual cumulative property tax millage rate legally levied by or on behalf of the millage levying entities within which the Project, or portions thereof, is to be located, which is the cumulative rate applicable on June 30, 2003.

Section 4. Execution of the Agreement.

(a) The provisions, terms, and conditions of the Fee in Lieu of Tax Agreement between the County and the Company (the "Agreement") presented to this meeting and filed with the Clerk of the County Council shall be and hereby are approved, and all of the terms, provisions, and conditions thereof are hereby incorporated herein by reference as if such Agreement were set out in this Ordinance in its entirety. The Supervisor and the Clerk of the County Council shall be and they are hereby authorized, empowered, and directed to execute, acknowledge, and deliver the Agreement in the name and on behalf of the County, and thereupon to cause the Agreement and any authorized amendments thereto to be delivered to the Company. The Agreement is to be in substantially the form now before this meeting and hereby approved, or with any changes therein as shall not materially adversely affect the rights of the County thereunder and as shall be approved by the County Attorney and the officials of the county executing the same, their execution thereof to constitute conclusive evidence of their approval of all changes therein from the form of the Agreement now before this meeting.

(b) The Company has agreed to file a copy of the fully executed Agreement within 30 days of the date of execution thereof with (i) the South Carolina Department of Revenue, (ii) the Berkeley County Assessor, and (iii) the Berkeley County Auditor, all in accordance with Section 12-44-90(G) of the Code of Laws of South Carolina 1976, as amended.

Section 5. Miscellaneous.

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

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

(c) The provisions of this Ordinance are hereby declared to be severable and if any section, phrase, or provisions shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, that declaration shall not affect the validity of the remainder of the sections, phrases, and provisions hereunder.

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

(e) This Ordinance shall become effective immediately upon its adoption following third reading by the County Council.

Passed and approved in the meeting duly assembled this 28th day of November 2005.

BERKELEY COUNTY, SOUTH CAROLINA

By: _____

James H. Rozier, Jr.
James H. Rozier, Jr.
Berkeley County Supervisor and
County Council Chairman

(SEAL)

ATTEST:

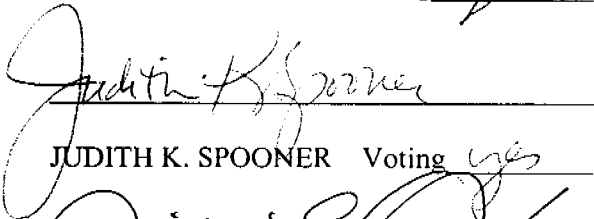
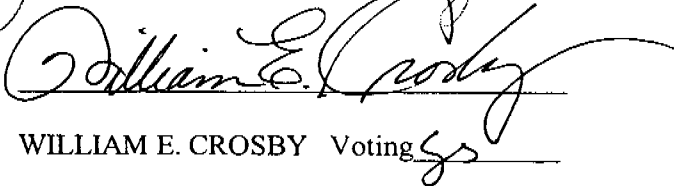
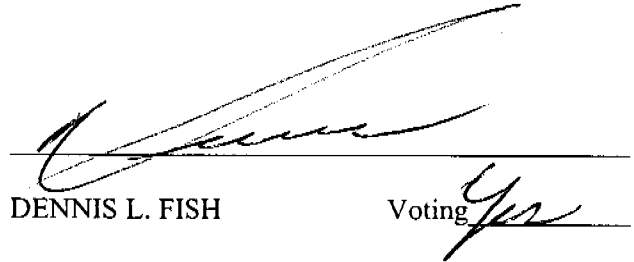
Barbara B. Austin

Barbara B. Austin

Barbara B. Austin
Clerk of County Council
Berkeley County, South Carolina

First Reading:	September 26, 2005
Second Reading:	October 24, 2005
Public Hearing:	November 28, 2005
Third Reading:	November 28, 2005

MEMBERS OF COUNTY COUNCIL

PHILLIP FARLEY Voting yesJUDITH K. SPOONER Voting yesWILLIAM E. CROSBY Voting yesCHARLES E. DAVIS Voting yes

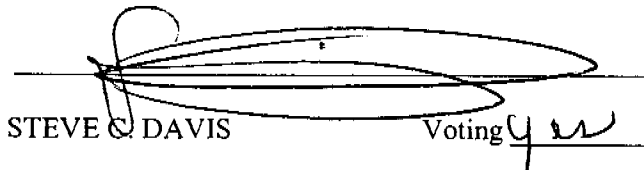
DENNIS L. FISH

Voting yes

DISTRICT 6 - VACANT

Excused 11-28-05

CALDWELL PINCKNEY, JR. Voting _____



STEVE C. DAVIS

Voting yes

EXHIBIT A**PROJECT DESCRIPTION**

The Project is located at Union Underwear Company's property at 1116 Business Park Road (near Old Dairy Road and Interstate 26), Summerville, in Berkeley County, South Carolina.

Union Underwear Company, Inc. (the "Company"), a subsidiary of Fruit of The Loom, will build a new distribution facility in Berkeley County of approximately 350,000 square feet for the distribution of its apparel and textile products (the "Project"). The Project site is more fully described below.

The Company will also acquire and install substantial equipment and other personal property in connection with this facility, and thus the Project shall include all associated trade fixtures, furnishings, equipment, machinery and facilities used by the Company in the distribution facility, and all replacements and substitutions thereof as defined in Sections 12-44-50 and 12-44-60.

The Project when completed will represent an investment, as defined in the FILOT Act, by the Company estimated to be in excess of \$28,000,000. The Project will create in excess of 130 jobs within the first two years of operation.

The real property acquired for the Project site totals 49.64 acres – comprised of 47.769 acres in Tract 1 and 1.870 acres in Tract 2 on that certain ALTA/ACSM Land Title Survey for Union Underwear, Inc., dated December 7, 2004, last revised December 29, 2004, and recorded December 30, 2004 in Plat Cabinet Q, Page 313-A in the Register of Deeds for Berkeley County, South Carolina. The Deeds for these two tracts conveyed to Union Underwear Company, Inc. were both recorded January 11, 2005, at Book 4454, Page 284 (Tract 1) and Book 4454, Page 276 (Tract 2), and these tracts are now combined by the Berkeley County Tax Assessor as a single parcel, TMS # 207-00-01-026.

FEE IN LIEU OF TAX AGREEMENT

THIS FEE IN LIEU OF TAX AGREEMENT (the "Agreement") is made and entered as of November 28, 2005 between **BERKELEY COUNTY, SOUTH CAROLINA**, a body politic and corporate and a political subdivision of the State (the "County"), and **UNION UNDERWEAR COMPANY, INC.**, a Delaware corporation (the "Company").

WITNESSETH:

WHEREAS, Berkeley County, acting by and through its County Council (the "Council") is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 (the "Act") of the Code of Laws of South Carolina 1976, as amended (the "Code"): (i) to enter into agreements with certain investors ("Project Sponsors") to construct, operate, maintain, and improve certain industrial and commercial properties ("Economic Development Property") through which the economic development of the State will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ the manpower, agricultural products, and natural resources of the State; and (ii) to covenant with such investors to accept certain payment in lieu of *ad valorem* taxes with respect to the project (a "FILOT"); and

WHEREAS, the Company proposes to acquire real estate and build a new distribution facility and to locate its personal property and equipment and operations therein, as more fully described in the attached Exhibit A; which is to be located within Berkeley County and owned and operated by the Company, all of which constitutes a project within the meaning of the Act (and are hereinafter collectively referred to herein as the "Project"); and

WHEREAS, the Project when completed will represent an investment, as defined in the Act (the "Investment"), by the Company estimated to be \$28,000,000 and will create in excess of 130 new jobs in Berkeley County; and

WHEREAS, to induce the Company to construct the Project in Berkeley County, the County entered into that certain Inducement and Millage Rate Agreement dated December 13, 2004 (the "Inducement Agreement") with the Company wherein the County approved a FILOT arrangement for the Company under the provisions of the Act; and

WHEREAS, the Company has requested that the County complete the FILOT arrangement with respect to the Project by entering into a fee-in-lieu-of tax agreement with the Company pursuant to the Act and the Company now elects to enter into a FILOT arrangement with the County that allows the Company to make FILOT payments pursuant to the Act; and

WHEREAS, the parties have determined that the Company is a Project Sponsor and the Project constitutes Economic Development Property within the meaning of the Act; and

WHEREAS, the County has given due consideration to the economic development impact of the Project, has made certain findings pertaining thereto in accordance with the provisions of the Act, and has authorized the foregoing actions pursuant to that certain Ordinance enacted by the County Council of the County (the "Council") on November 28, 2005; and

WHEREAS, for the purposes set forth above, the County has determined that it is in the best interest of the County to enter into this Agreement with the Company subject to the terms and conditions herein set forth.

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, and in the sum of \$1.00 in hand, duly paid by the Company to the County, the receipt and sufficiency of which are hereby acknowledged, the County and the Company agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01 Definitions. In addition to the words and terms elsewhere defined in this Agreement, the following words and terms as used herein and in the preambles hereto shall have the following meanings unless the context or use indicates another or different meaning or intent.

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

"Administration Expenses" shall mean the reasonable and necessary expenses, including attorney's fees, incurred by the County with respect to the Project and this Agreement.

"Agreement" shall mean this Agreement as originally executed and from time to time supplemented or amended as permitted herein.

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

"Company" shall mean Union Underwear Company, Inc., a Delaware corporation, and any surviving, resulting or transferee entity in any merger, consolidation, or transfer of assets permitted under section 8.02 or Article IX hereof; or any assignee hereunder which is designated by the Company and approved by the County. The County's subsequent approval of an assignee hereunder shall not be required if the subsequent assignee is a Sponsor Affiliate.

"County" shall mean Berkeley County, South Carolina, a body politic and corporate and a political subdivision of the State, and its successors and assigns.

"County Council" shall mean the governing body of the County and its successors.

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

"Economic Development Property" shall mean each item of real and tangible personal property comprising the Project, except Non-Qualifying Property, within the meaning of that term as defined and used in Sections 12-44-30(6) and 12-44-40(C) of the Code.

"Equipment" shall mean all machinery, equipment, furnishings, and other personal property acquired by the Company and installed as part of the Project during the Investment Period in accordance with this Agreement.

"Event of Default" shall mean an Event of Default as defined in Section 11.01 hereof.

"Existing Property" shall mean property proscribed from becoming Economic Development Property pursuant to Section 12-44-110 of the Code, including without limitation property which has been subject to *ad valorem* taxes in the State prior to the execution and delivery of this Agreement and property included in the Project as part of the repair, alteration, or modification of such previously taxed property; provided, however, that Existing Property shall not include: (a) land, excluding existing improvement on the land, on which the Project is to be located; (b) property which has not been placed in service in this State prior to the Investment Period notwithstanding that *ad valorem* taxes have heretofore been paid with respect to such property; (c) property purchased during the Investment Period in a transaction other than between any of the entities specified in Section 267(b) of the Internal Revenue Code, as defined under Chapter 6 of Title 12 of the Code as of the time of the transfer, to the extent that the Company invests at least an addition \$45,000,000 in the Project; or (d) modifications which constitute an expansion of existing real property improvements.

"FILOT" shall mean the fee in lieu of taxes which the Company is obligated to pay to the County pursuant to Section 5.01 hereof.

"FILOT Payments" shall mean the payments to be made by the Company pursuant to Section 5.01 hereof.

"FILOT Revenues" shall mean the revenues received by the County from the Company's payment of the FILOT.

"Investment Period" shall mean the period beginning January 11, 2005 and ending five years later on January 11, 2010.

"Negotiated FILOT Payment" shall mean the FILOT due pursuant to Section 5.01(b)(ii) hereof with respect to that portion of the Project consisting of Economic Development Property.

"Non-Qualifying Property" shall mean that portion of the Project consisting of: (i) property as to which the Company or any Sponsor Affiliate incurred expenditures prior to the Investment Period or, except as to Replacement Property, after the end of the Investment Period; (ii) Existing Property; and (iii) any Released Property or other property which fails or ceases to qualify for Negotiated FILOT Payments, including without limitation property as to which the Company has terminated the Negotiated FILOT pursuant to Section 4.03(b)(iii) hereof.

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

"Project" shall mean all associated property, trade fixtures, furnishings, equipment, machinery and facilities used by the Company in the proposed distribution facility as more particularly described on the attached Exhibit A; and any Replacement Property.

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

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

"School District" shall mean the Berkeley County School District and its successors within which the Project is located at any given point of time.

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

"Sponsor Affiliate" shall have the meaning of that term as defined and used in Section 12-44-30(19) of the Code.

"State" shall mean the State of South Carolina.

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

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

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

Section 1.02 References to Agreement. The words "hereof", "herein", "hereunder", and other words of similar import refer to this Agreement as a whole.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.01 Representations and Warranties by County. The County makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) The County is a body politic and corporate and a political subdivision of the State and is authorized and empowered by the provisions of the Act to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder.

(b) The County, based on representations of the Company, has determined that the Project will subserve the purposes of the Act, and has made all other findings of fact required by the Act in order to designate the Project as Economic Development Property.

(c) By proper action of the County Council, the County has duly authorized the execution and delivery of this Agreement and any and all actions necessary and appropriate to consummate the transactions contemplated hereby.

(d) This Agreement has been duly executed and delivered on behalf of the County.

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

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

(a) The Company is a corporation validly existing and in good standing under the laws of the State of Delaware and is authorized to do business in the State; has all requisite power to enter into this Agreement; and by proper action has been duly authorized to execute and deliver this Agreement.

(b) The agreements with the County with respect to the FILOT have been instrumental in inducing the Company to locate the Project within Berkeley County.

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

(d) The Company intends: (1) to construct the Project as described herein; and (2) to invest in excess of \$28,000,000 in land, building and equipment in the Project; provided, however, that notwithstanding (1) through (2) above, the Project shall qualify for FILOT so long as a minimum of \$5,000,000 is invested by the Company.

ARTICLE III

UNDERTAKINGS OF COUNTY

Section 3.01 Agreement to Accept FILOT Payments. The County hereby agrees to accept FILOT Payments made by the Company in accordance with Section 5.01 hereof in lieu of *ad valorem* taxes with respect to the Project until this Agreement expires or is sooner terminated.

Section 3.02 No Warranties by County. The Company acknowledges that the County has made no warranties or representations, either express or implied, as to the condition or state of the Project or as to the design or capabilities of the Project or that it will be suitable for the Company's purposes or needs. No representation of the County is hereby made with regard to compliance by the Project or any Person with laws regulating (i) the construction or acquisition of the Project, (ii) environmental matters pertaining to the Project, (iii) the offer or sale of any securities, or (iv) the marketability of title to any property.

Section 3.03 Execution of Lease. The parties acknowledge that the intent of this Agreement is to afford the Company the benefits of the Negotiated FILOT Payments in consideration of the Company's decision to locate the Project within Berkeley County and that this Agreement has been entered into in reliance upon the enactment of the Simplified FILOT Act. In the event that a court of competent jurisdiction holds that the Simplified FILOT Act is unconstitutional or that this Agreement or agreements similar in nature to this Agreement are invalid or unenforceable in any material respect or should the parties determine that there is a reasonable doubt as to the validity or enforceability of this Agreement in any material respect, then the County, upon the conveyance of title to the Project to the County at the expense of the Company, agrees to lease the Project to the Company pursuant to the Streamlined FILOT Act and, to the extent permitted under the law in effect at such time, use its best efforts to ensure that the Company receives the benefits of the Negotiated FILOT as contemplated by this Agreement.

Section 3.04 Multi-County Industrial Park. The County agrees that the Project shall be located a multi-county industrial or business park ("MCIP") to enhance the income tax credits available to the Company under the law with respect to the jobs created at the Project, agrees not to alter any applicable multi-county park agreement in any manner which would diminish or eliminate the job tax credits available to the Company under applicable laws of the State of South Carolina, and agrees to use its best efforts to ensure that the Project continues to be located in a MCIP so as to afford the Company the maximum income tax credits available under the law with respect to all jobs created at the Project. The County and the Company recognize that the result of any MCIP Agreement will likely be the sharing of certain fee-in-lieu revenues by the County with one or more other counties. The County agrees that any MCIP Agreement will expressly recognize and confirm the existence of the fee-in-lieu arrangement, as then existing and as proposed for the future, between the County and the Company, and that such MCIP Agreement will also recognize and ratify that arrangement and any agreements relating thereto, if and to the extent it is necessary or appropriate that such MCIP Agreement should do so. The County also agrees to make it clear in any such MCIP Agreement that the County will be primarily (if not wholly) responsible for taking action and making decisions relative to this and any subsequent fee-in-lieu arrangement between the County and the Company with respect to land located in any such park.

ARTICLE IV**INVESTMENT BY COMPANY IN PROJECT;
MAINTENANCE AND MODIFICATION OF PROJECT****Section 4.01 Investment by Company in Project.**

(a) The Company agrees to provide to the Berkeley County Attorney a copy of Form PT-443 filed with the Department of Revenue not later than 30 days after execution and delivery of this Agreement. The Company agrees: (1) to construct the Project as described herein; and (2) to invest in excess of \$28,000,000 in land, building and equipment in the Project; provided, however, that notwithstanding (1) through (2) above, the Project shall qualify for FILOT so long as a minimum of \$5,000,000 is invested by the Company.

Section 4.02 Reporting and Filing.

(a) The Company agrees to file a copy of Form PT-300 with the County within 30 days of filing the original with the Department of Revenue. In the event that the filing of Form PT-300 or similar form is no longer required by the Department of Revenue, the Company agrees to make annual filings to Berkeley County on or before the 31st day of March of each year, certifying the amount of the investment in the Project, and setting forth the property constituting the investment.

(b) The Company agrees to maintain such books and records with respect to the Project as will permit the identification of those portions of the Project placed in service in each property tax year during the Investment Period, the amount of investment with respect thereto, the number of employees employed at the Project, and its computations of all the FILOT Payments made hereunder and as will comply with all reporting requirements of the State and the County applicable to property subject to FILOT Payments under the Act, including the reports described in paragraph (a) (collectively, "Filings").

(c) Notwithstanding any other provision of this Section, the Company may designate with respect to any Filings delivered to the County segments thereof that the Company believes contain proprietary, confidential, or trade secret matters. To the maximum extent permitted by law, the County shall conform with all written requests made by the Company with respect to maintaining the confidentiality of such designated segments. If the County receives a request for information under Title 30, Chapter 4 of the Code, the County shall notify the Company of the request and give the Company the opportunity to designate those portions of the Project which the Company believes to be confidential or proprietary. To the extent permitted by law, the County shall not release information which has been designated as confidential or proprietary by the Company.

Section 4.03 Identification and Modification of Project.

(a) The Company agrees to provide the County, on an annual basis, a description of the Project, or components thereof, sufficient to identify for the County the nature, location and value of such property for purposes of calculating the FILOT with respect to the Project.

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

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

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

(iii) The Company may, at any time in its discretion by written notice to the County, remove any real or personal property from the Negotiated FILOT set forth in this Agreement, and thereafter such property will be subject to FILOT Payments as set forth in Section 5.01(b)(i) hereof.

ARTICLE V

PAYMENTS IN LIEU OF TAXES

Section 5.01 Payment in Lieu of *Ad Valorem* Taxes.

(a) In accordance with the Act, the parties hereby agree that, during the Term of the Agreement, the Company shall pay annually with respect to the Project a FILOT in the amount calculated as set forth in this Section, on or before January 15 of each year commencing on January 15, 2006, and at the places, in the manner, and subject to the penalty assessments prescribed by the County or the Department of Revenue for *ad valorem* taxes.

(b) The FILOT Payment due with respect to each property tax year shall equal sum of:

(i) with respect to any portion of the Project consisting of undeveloped land or Non-Qualifying Property, a payment equal to the *ad valorem* taxes that would otherwise be due on such undeveloped land or Non-Qualifying Property were it taxable giving effect to all credits, exemptions, rebates and abatements that would be available if such undeveloped land or Non-Qualifying Property were taxable; and

(ii) with respect to those portions of the Project consisting of Economic Development Property (i.e., those portions of the project placed in service during the Investment Period), for each of the 20 consecutive years following the year in which such portion of the Project is placed in service, a payment calculated each year as set forth in paragraphs (c) and (d) below (the "Negotiated FILOT"), with the first installment for each part of the Project being due on the date when, but for this Agreement, property taxes would have been paid with respect to the part of the Project.

(c) (i) The Negotiated FILOT Payments shall be calculated with respect to each property tax year based on (A) the fair market value (determined in accordance with Section 12-44-50(A)(1)(c) of the Code) of the real property, improvements to real property and Equipment included within the Project theretofore placed in service (less, for Equipment, depreciation allowable for property tax purposes as provided in Section 12-44-50(A)(1)(c) of the Code), (B) a fixed millage rate for the entire term of this Agreement as set forth below, and (C) an assessment ratio of six percent (6%). All such calculations shall take into account all deductions for depreciation or diminution in value allowed by the Code or by the tax laws generally, as well as tax exemptions which would have been applicable if such property were subject to *ad valorem* taxes, except the exemption allowed pursuant to Section 3(g) of Article X of the Constitution of the State and the exemptions allowed pursuant to Sections 12-37-220(B)(32) and (34) of the Code.

(ii) The millage rate with respect to the components of the Project shall be fixed for the entire term of the fee-in-lieu of taxes arrangement and shall be the actual cumulative property tax millage rate legally levied by or on behalf of the millage levying entities within which the Project is located. The rate for the taxing districts in Berkeley County to be utilized for this purpose is the respective cumulative rate applicable on June 30, 2003, which is 237.0 mills, as set forth on the attached Exhibit B.

(iii) The FILOT Payment shall be available for 20 years for each part of the Project up to a maximum of 25 years for the FILOT Payment should the Project be completed and put into service over more than one (1) year. At the conclusion of the twenty-year period after each part of the Project is placed in service, and until such time as the Project is conveyed to the Company by the County, if the Company and the County enter into a lease agreement, the Company shall pay a FILOT payment to the County on such part of the Project equal to the property taxes that would be due on such part if it were taxable as provided in the FILOT Act.

(iv) The FILOT Payment shall be subject to a reduction of fifteen percent (15%) (of the sum otherwise due as the annual fee in lieu of tax calculated hereunder) as a result of the special source credit allowed by the County.

(d) The FILOT payments are to be recalculated:

(i) to reduce such payments in the event the Company disposes of any part of the Project within the meaning of Section 12-44-50(B) of the Code and as provided in Section 4.03(b) hereof, by the amount applicable to the Released Property;

(ii) to increase such payments in the event the Company adds property (other than Replacement Property) to the Project; or

(iii) to adjust such payments if the Company elects to convert any portion of the Project from the Negotiated FILOT to the FILOT required by Section 5.01(b)(i) above, as permitted by Section 4.03(b)(iii).

(e) To the extent permitted by law, it is agreed that said FILOT Payments shall not (as to any year) be in any amount greater than what would otherwise be payable by the Company

to the County in property taxes if the Company had not entered into a fee-in-lieu of taxes arrangement with the County.

(f) Upon the Company's installation of any Replacement Property for any portion of the Project removed under Section 4.03 hereof and sold, scrapped, or disposed of by the Company, such Replacement Property shall become subject to Negotiated FILOT Payment to the fullest extent allowed by law, subject to the following rules:

(i) Replacement Property does not have to serve the same function as Economic Development Property it is replacing. Replacement Property is deemed to replace the oldest property subject to the FILOT, whether real or personal, which is disposed of in the same property tax year as the Replacement Property is placed in service. Replacement Property qualifies for Negotiated FILOT Payments up to the original income tax basis of Economic Development Property which it is replacing. More than one piece of Replacement Property can replace a single piece of Economic Development Property. To the extent that the income tax basis of the Replacement Property exceeds the original income tax basis of the Economic Development Property which it is replacing, the excess amount is subject to payments equal to the *ad valorem* taxes which would have been paid on such property but for this Agreement. Replacement Property is entitled to FILOT Payment for the period of time remaining on the 20-year FILOT period for the property which it is replacing.

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

(g) In the event that the Act or the FILOT or any portion thereof are declared, by a court of competent jurisdiction following allowable appeals, invalid or unenforceable, in whole or in part, for any reason, the Company and the County express their intentions that such payments be reformed so as to afford the Company the maximum benefit then permitted by law, including without limitation the benefits afforded under Section 12-44-50 of the Code and, specifically, that the Company may exercise the rights granted by Section 12-44-160 of the Code. If the Project is deemed not be eligible for a Negotiated FILOT pursuant to the Act in whole or in part, the Company and the County agree that the Company shall pay an alternate fee in lieu of tax calculated in the manner set forth in Section 5.01(b)(i) hereof. In such event, the Company shall be entitled (1) to enjoy the five-year exemption from *ad valorem* taxes (or fees in lieu of taxes) provided by Section 3(g) of Article X of the Constitution of the State, and any other exemption allowed by law; (2) to enjoy all allowable depreciation; and (3) to receive credit, if any there be and to the extent permitted by law, by reason of the fact that the School District received larger allocations of funds than it would have received if the Project had theretofore been taxed at the assessment ratio of 10.5% of fair market value.

(h) In the event that the Company's investment in the Project based on an income tax basis without regard to depreciation falls below \$5,000,000, the Project shall thereafter be subject to the tax treatment required pursuant to Section 5.01(b)(i) hereof, calculated as set forth

in Section 5.01(g). For purposes of the foregoing \$5,000,000 investment requirement, the fair market value of any property used by the Company pursuant to any leases shall be counted.

(i) Any amounts due to the County under this Section 5.01 by virtue of the retroactive application of Section 5.01(g)-(h) hereof shall be paid within 30 days following written notice thereof from the County to the Company.

Section 5.02 Fire Fee. In addition to the above-described payments in lieu of taxes, the Company shall also pay as a fire fee such amount, if any, owed pursuant to Berkeley County Ordinance 95-6-20, as amended. If the Company shall ever transfer title to the Project to the County, then the Company shall remain liable for the payment of the fire fee provided for in Berkeley County Ordinance 95-6-20 as if the Company currently owned the Project.

ARTICLE VI

PAYMENT OF EXPENSES BY COMPANY

Section 6.01 Payment of Administration Expenses. The Company will reimburse the County from time to time for its Administration Expenses promptly upon written request therefore, but in no even later than 30 days after receiving written notice from the County specifying the nature of such expense and requesting the payment of the same.

Section 6.02 Defaulted Payments. In the event the Company should fail to make any of the payments required under this Agreement, the item or installment so in default shall continue as an obligation of the Company until the amount in default shall have been fully paid. If any such default relates to its obligations to make FILOT Payments hereunder, the Company agrees to pay the same with interest thereon at the rate per annum provided by the Code for late payment of *ad valorem* taxes together with any penalties provided by the Code for late payment of *ad valorem* taxes, all as provided in Section 12-44-90 of the Code.

ARTICLE VII

CASUALTY AND CONDEMNATION

Section 7.01 Adjustments in the Event of Damage and Destruction or Condemnation. In the event that the Project or any portion thereof is damaged or destroyed, lost or stolen, or the subject of condemnation proceedings, the Company in its sole discretion may determine whether or not to repair or replace the same. The parties hereto agree that if the Company decides not to repair or replace all or any portion of the Project pursuant to this Section, the FILOT required pursuant to Section 5.01 hereof shall be abated in the same manner and in the same proportion as if *ad valorem* taxes were payable with respect to the Project.

ARTICLE VIII

PARTICULAR COVENANTS AND AGREEMENT

Section 8.01 Use of Project for Lawful Activities. During the Term of this Agreement, the Company shall use the Project for any lawful purpose authorized pursuant to the Act.

Section 8.02 Assignment. The County agrees that, to the maximum extent allowable under the Act (or any amendment thereto), the Company may assign (including, without limitation, absolute, collateral, and other assignments) all or a part of its rights or obligations under the Inducement Agreement and this Agreement, or any other agreement related thereto or hereto, or transfer any and all assets of the Company, to one or more other related entities without adversely effecting the benefits of the Company or its assignees pursuant to any such agreement or the Act. The County agrees that the investments by any controlled group (as defined in the FILOT Act) related to the Company shall be considered as an investment by the Company in the Project. The Company shall provide the County and the Department of Revenue with notice of any assignment, transfer, or investment in accordance with the Act, and the County agrees, upon request of the Company, to take all further action necessary to implement such assignment, transfer, or investment in accordance with the provisions of the Act.

Section 8.03 The County agrees that, to the maximum extent allowable by law, this Agreement and related agreements made or to be made by the County are for the benefit of, and extend to the Company, and that the Company may assign any or all of its rights, benefits and/or obligations under this Agreement to any other entity whether related or unrelated to the Company; provided, however, that if such assignment is made in contravention of the Act, the Company and/or such assignee may lose some or all of its rights and benefits thereunder and hereunder as may be provided therein or herein.

Section 8.04 Indemnification. The Company releases the County, including the members of the governing body of the County, and the employees, officers, and agents of the County (herein collectively referred to as the "Indemnified Parties") from, and agrees that Indemnified Parties shall not be liable for, and agrees to hold Indemnified Parties harmless against any loss or damage to property or any injury to or death of any person that may be occasioned by any cause whatsoever pertaining to the Project or the use thereof, except for that occasioned by grossly negligent or intentional acts of an Indemnified Party. The Company further agrees to indemnify and save harmless Indemnified Parties against and from any and all costs, liabilities, expenses, and claims arising from any breach or default on the part of the Company in the performance of any covenant or agreement on the part of the Company to be performed pursuant to the terms of this Agreement or arising from any act or negligence of, or negligent failure to act where there is a duty to do so by, the Company, or any of its agents, contractors, servants, employees, or licensees, and from and against all cost, liability, and expenses incurred in or in connection with any such claim or action or proceeding brought thereon.

All covenants, stipulations, promises, agreements, and obligations of the County contained herein shall be deemed to be covenants, stipulations, promises, agreements, and obligations of the County and not of any member of the County Council or any officer, agent,

servant, or employee of the County in his or her individual capacity, and, absent bad faith, no recourse shall be had for the payment of any moneys hereunder or the performance of any of the covenants and agreements of the County herein contained or for any claims based thereon against any member of the governing body of the County or any officer, agent, servant, or employees of the County.

Notwithstanding the fact that it is the intention of the Indemnified Parties hereto that none of them shall incur any pecuniary liability by reason of the terms of this Agreement, any related agreements or the undertakings required of the County hereunder by reason of the performance of any act requested of the County by the Company, including all claims, liabilities, or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing; nevertheless, if any Indemnified Party shall incur any such pecuniary liability, then in such event the Company shall indemnify and hold them harmless against all claims by or on behalf of any person, firm, or corporation or other legal entity arising out of the same and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon provided, however, that nothing herein shall absolve the Indemnified Parties from, or entitle the Indemnification Parties to indemnification from, any obligation such Indemnified Party has specifically agreed to undertake. If any action, suit, or proceeding is brought against any Indemnified Party to which such Indemnified Party is entitled to indemnification, such Indemnified Party shall promptly notify the Company and the Company shall have the sole right and duty to assume, and shall assume, the defense thereof, at its expense, with full power to litigate, compromise, or settle the same in its sole discretion; provided the Company shall obtain the prior written consent of the County to settle any such claim unless such claim is for monetary damages for which the Company has the ability to, and does, pay. Notwithstanding the foregoing, if the Indemnified Party is the County, in the event the County reasonably believes there are defenses available to it that are not being pursued or that the counsel engaged by the Company reasonably determines that a conflict of interest exists between the County and the Company, the County may, in its sole discretion, hire independent counsel to pursue its own defense, and the Company shall be liable for the reasonable cost of such counsel.

The Indemnified Parties shall give notice in reasonable detail to the Company as promptly as practicable after becoming aware of facts and circumstances under which they expect to make a claim for indemnification hereunder, provided that the failure of the Indemnified Parties to give such notice shall not relieve the Company of its obligations under this Section 8.04 except to the extent that the Company has been materially prejudiced thereby.

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

In addition, the Company shall pay the legal expenses incurred in connection with the approval and execution of this Agreement, any related agreements, or related to any undertakings of the County required under such agreements within 30 days after receiving notice from the County specifying the nature and amount of such expense and requesting payment of the same.

Section 8.05 Cooperation. The County agrees to provide maximum cooperation to, and to exercise maximum lawful discretion in favor of, the Company with respect to the fee-in-lieu

arrangement, including but not limited to the implementation of this Agreement and the entering into and implementation of related agreements, such as the lease or lease-purchase agreement and related agreements, in order that such arrangement will be as convenient and beneficial as legally possible to the Company.

Section 8.06 The County agrees that if and to the extent that legislation, regulations, interpretive rulings, judicial decisions, or other legislative, regulatory or judicial action allows the State of South Carolina to provide greater benefits and/or flexibility (including without limitation financing and/or transfer related flexibility) to the Company in connection with a fee-in-lieu arrangement than can presently be provided, the County, to the extent lawful, hereby agrees (except with respect to the assessment ratio, the millage rate and the investment period and the 20-year period) to cooperate with the Company, and to amend this Agreement if necessary, to ensure that the Company obtains such benefits and/or flexibility upon request by the Company. Without limiting any other provision of this Agreement, the County recognizes and agrees that the Company is entitled to the full benefit of the transitional and similar or other provisions of any legislation affecting the Act. In the event the Act is determined to be defective in any way and a replacement, substitute or amendment is enacted, or the Act is otherwise amended, then the County agrees that this Agreement shall serve as an inducement and millage rate agreement with respect to any such substitute, replacement or amended act to the extent necessary or beneficial to the Company.

ARTICLE IX

FINANCING ARRANGEMENTS; CONVEYANCES; ASSIGNMENTS

Section 9.01 Conveyance of Liens and Interests; Assignment. The Company may at any time (a) transfer all or any of its rights and interests hereunder or with respect to the Project to any Person; or (b) enter into any lending, financing, security, or similar arrangement or succession of such arrangements with any financing entity with respect to the Agreement or the Project, including without limitation any sale, leaseback, or other financing lease arrangement; provided that, in connection with any of the foregoing transfers: (i) except in connection with any transfer to a Sponsor Affiliate, or transfers pursuant to clause (b) above, the Company shall first obtain the prior written consent of the County, (ii) except where a financing entity, which is the income tax owner of all or part of the Project, is the transferee pursuant to clause (b) above and such transferee or financing entity assumes in writing the obligations of the Company hereunder, or where the County consents in writing, no such transfer shall affect or reduce any of the obligations of the Company hereunder, but all obligations of the Company hereunder shall continue in full force and effect as the obligations of a principal and not of a guarantor or surety; (iii) the Company, transferee, or financing entity shall, within 60 days thereof, furnish or cause to be furnished to the County and the Department of Revenue a true and complete copy of any such transfer agreement; and (iv) the Company and the transferee shall comply with all other requirements of the Transfer Provisions.

The Company acknowledges that such a transfer of an interest under this Agreement or in the Project may cause the Project to become ineligible for a Negotiated FILOT or result in penalties under the Act absent compliance by the Company with the Transfer Provisions.

Section 9.02 Access. In lieu of or in addition to any subleasing by the Company pursuant to Section 9.01, the Company may, without any approval by the County, grant such rights of access to the Project and the buildings thereon as the Company may decide in its sole discretion.

Section 9.03 Relative Rights of County and Financing Entities as Secured Parties. The parties acknowledge that the County's right to receive FILOT Revenues hereunder shall be the same as its rights conferred under Title 12, Chapter 54 of the Code relating to the collection and enforcement of *ad valorem* property taxes. The County's rights under this Agreement, except for its rights to receive FILOT Revenues, indemnification, and Administration Expenses, shall be subordinate to the rights of any secured party or parties under any financing arrangements undertaken by the Company with respect to the Project pursuant to Section 9.01 hereof, such subordination to be effective without any additional action on the part of the County; provided, however, that the County hereby agrees to execute such agreements, documents, and instruments as may be reasonably required by such secured party or parties to effectuate or document such subordination.

ARTICLE X

TERM; TERMINATION

Section 10.01 Term. Unless sooner terminated pursuant to the terms and provisions herein contained, this Agreement shall be and remain in full force and effect for a term commencing on the date on which the Company executes this Agreement, and ending at midnight on the last of the property tax years in which the last Negotiated FILOT Payment is due hereunder. The County's rights to receive indemnification and payment of Administration Expenses pursuant hereto shall survive the expiration or termination of this Agreement.

Section 10.02 Termination. The County and the Company may agree to terminate this Agreement at any time, or the Company, may, at its option, terminate this Agreement at any time upon providing the County 30 days notice of such termination. This Agreement has been entered into on the understanding that Company intends (1) to construct the Project as described herein; and (2) to invest in excess of \$28,000,000 in land, building and equipment in the Project; provided, however, that notwithstanding (1) through (2) above, the Project shall qualify for FILOT so long as a minimum of \$5,000,000 is invested by the Company. In the event of termination by the operation of this Section 10.02 for failure to make the minimum investment of \$5,000,000, the Project shall be subject retroactively to *ad valorem* taxes as provided in Section 5.01(g) hereof and any amounts due to the County as a result thereof shall be due and payable as provided in Section 5.01(i) hereof. The County's rights to receive payment for such retroactive *ad valorem* taxes and its rights to enforce the terms of this Agreement shall survive termination of this Agreement.

ARTICLE XI

EVENT OF DEFAULT AND REMEDIES

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

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

(b) if default shall be made by the Company in the due performance of or compliance with any of the terms hereof, including payment, other than those referred to in the foregoing paragraph (a), and such default shall continue for 90 days after the County shall have given the Company written notice of such default, provided, the Company shall have such longer period of time as necessary to cure such default if the Company proceeds promptly to cure such default and thereafter to prosecute the curing of such default with due diligence.

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

(a) declare immediately due and payable FILOT Payments or Administration Expenses due hereunder;

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

(c) have access to and inspect, examine, and make copies of the books, records, and accounts of the Company pertaining to the construction, acquisition, or maintenance of the Project; or

(d) take whatever action at law or in equity as may appear necessary or desirable to collect the amounts then due and thereafter to become due or to enforce observance or performance of any covenant, condition, or agreement of the Company under this Agreement.

Section 11.03 Default by County. Upon the default of the County in the performance of any of its obligations hereunder, the Company may take whatever action at law or in equity as may appear necessary or desirable to enforce its rights under this Agreement, including without limitation a suit for *mandamus* or specific performance.

ARTICLE XII

MISCELLANEOUS

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

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

Section 12.03 Notices; Demands; Requests. All notices, demands, and requests to be given or made hereunder to or by the County or the Company shall be in writing and shall be deemed to be properly given or made if sent by United States first class mail, postage prepaid, or via facsimile or other commonly-used electronic transmission or reputable courier service, addressed as follows or to such other persons and places as may be designated in writing by such party.

(a) As to the County:

Berkeley County
ATTN: County Supervisor
223 N. Live Oak Drive
Moncks Corner, SC 29461
Tel: 843-761-4094
Fax: 843-761-4111

With a copy to:

Berkeley County Attorney
223 N. Live Oak Drive
Moncks Corner, SC 29461
Tel: 843-719-4011
Fax: 843-719-4306

(b) As to the Company:

David Lyng
 Director of Taxes
 Union Underwear Company, Inc.
 Fruit of the Loom Drive
 Post office Box 90015
 Bowling Green, Kentucky 42102-9015
 Tel: 270-781-6400, Ext. 2372
 Fax: 270-438-1313

With a copy to:

Benjamin A. Johnson
 Robinson, Bradshaw & Hinson, P.A.
 140 East Main Street, Suite 420
 Rock Hill, South Carolina 29730
 Tel: 803-325-2900
 Fax: 803-985-3783

Section 12.04 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

Section 12.05 Entire Understanding. This Agreement, along with the Inducement Agreement and Millage Rate Agreement executed on behalf of the County and the Company on December 13, 2004, expresses the entire understanding and all agreements of the parties hereto with each other, and neither party hereto has made or shall be bound by any agreement or any representation to the other party which is not expressly set forth in this Agreement or in certificates delivered in connection with the execution and delivery hereof.

Section 12.06 Severability. In the event that any clause or provisions of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any of the remaining provisions hereof.

Section 12.07 Headings and Table of Contents; References. The headings of the Agreement and any Table of Contents annexed hereto are for convenience of reference only and shall not define or limit the provisions hereof or affect the meaning or interpretation hereof. All references in this Agreement to particular articles or Sections or paragraph of this Agreement are references to the designated articles or Sections or paragraph of this Agreement.

Section 12.08 Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

Section 12.09 Amendments. Subject to the further limitations set forth in §12-44-40(J)(2) of the Act, this Agreement may be amended, or the rights and interest of the parties hereunder surrendered, only by a writing signed by both parties.

Section 12.10 Waiver. To the extent permitted by law, either party may waive compliance by the other party with any term or condition of this Agreement only in a writing signed by the waiving party.

Section 12.11 Waiver of Recapitulation Requirements. To the extent permitted by law, both parties (the County and the Company) agree to waive the recapitulation requirements of §12-44-55 of the Act.

The Remainder Of This Page Intentionally Left Blank

IN WITNESS THEREOF, the parties hereto, each after due authorization, have executed this Fee in Lieu of Tax Agreement to be effective as of the 28th day of November 2005.

BERKELEY COUNTY, SOUTH CAROLINA

(SEAL)

By: _____

Berkeley County Supervisor

ATTEST:

By: _____

Garban B. Austin
Clerk to County Council
Berkeley County, South Carolina

UNION UNDERWEAR COMPANY, INC.

By: _____

Title: _____

EXHIBIT A**PROJECT DESCRIPTION**

The Project is located at Union Underwear Company's property at 1116 Business Park Road (near Old Dairy Road and Interstate 26), Summerville, in Berkeley County, South Carolina.

Union Underwear Company, Inc. (the "Company"), a subsidiary of Fruit of The Loom, will build a new distribution facility in Berkeley County of approximately 350,000 square feet for the distribution of its apparel and textile products (the "Project"). The Project site is more fully described below.

The Company will also acquire and install substantial equipment and other personal property in connection with this facility, and thus the Project shall include all associated trade fixtures, furnishings, equipment, machinery and facilities used by the Company in the distribution facility, and all replacements and substitutions thereof as defined in Sections 12-44-50 and 12-44-60.

The Project when completed will represent an investment, as defined in the FILOT Act, by the Company estimated to be in excess of \$28,000,000. The Project will create in excess of 130 jobs within the first two years of operation.

The real property acquired for the Project site totals 49.64 acres – comprised of 47.769 acres in Tract 1 and 1.870 acres in Tract 2 on that certain ALTA/ACSM Land Title Survey for Union Underwear, Inc., dated December 7, 2004, last revised December 29, 2004, and recorded December 30, 2004 in Plat Cabinet Q, Page 313-A in the Register of Deeds for Berkeley County, South Carolina. The Deeds for these two tracts conveyed to Union Underwear Company, Inc. were both recorded January 11, 2005, at Book 4454, Page 284 (Tract 1) and Book 4454, Page 276 (Tract 2), and these tracts are now combined by the Berkeley County Tax Assessor as a single parcel, TMS # 207-00-01-026.

EXHIBIT B

**INDUCEMENT AND MILLAGE RATE AGREEMENT
AND COUNCIL RESOLUTION**

ORDINANCE NO. 05-11-82

AN ORDINANCE TO MODIFY THE OFFICIAL ZONING AND DEVELOPMENT STANDARDS MAPS OF BERKELEY COUNTY, SOUTH CAROLINA, IN REGARDS TO A RECLASSIFICATION OF APPROVED USES FOR TMS #142-00-01-073 (22 acre portion of 28 acres).

WHEREAS, Berkeley County Council adopted a Zoning and Development Standards Ordinance, including Official Zoning and Development Standards Maps, on April 26, 1999, pursuant to Title 6, Chapter 29, of the Code of Laws of South Carolina, 1976, as amended; and

WHEREAS, Berkeley County Council adopted such regulations for the purpose of guiding development in accordance with existing and future needs and promoting the public health, safety, morals, convenience, order, appearance, prosperity, and general welfare of the County; and

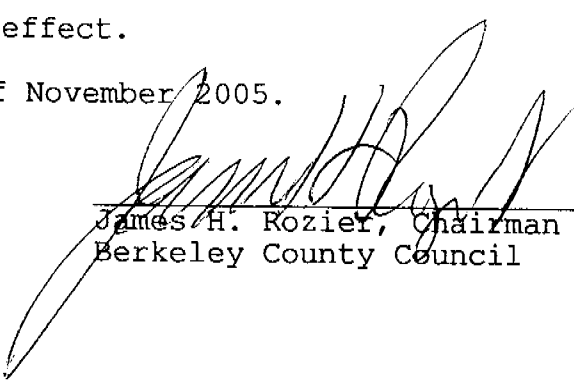
WHEREAS, the Berkeley County Council has determined that the rezoning or reclassification of the land designated herein is for the public good, the morals and the general welfare of the County of Berkeley and its citizens, and that it is consistent with the Berkeley County Comprehensive Plan, which was adopted on April 26, 1999;

NOW, THEREFORE, BE IT ORDAINED that the official Zoning and Development Standards Maps for Berkeley County, South Carolina, which were adopted pursuant to Ordinance No. 01-8-35 shall be modified in the following regard:

That portion of the official Zoning Map which contains that property identified as TMS#142-00-01-073 (22 acre portion of 28 acres) as is more clearly shown on "Exhibit A", which is attached hereto and made a part hereof. This property has previously been designated and approved as GC, General Commercial District, and will hereafter upon approval of this ordinance be reclassified as R-4, Multi-Family District, Small Scale District.

BE IT FURTHER ORDAINED that all ordinances in conflict with this modification are repealed to the extent necessary to give this ordinance full force and effect.

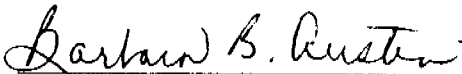
ADOPTED this 28th of November 2005.



James H. Rozier, Chairman
Berkeley County Council

(SEAL)

ATTEST:



Barbara B. Austin
CLERK OF COUNTY COUNCIL

First Reading:	September 26, 2005
Second Reading:	October 24, 2005
Public Hearing:	November 28, 2005
Third Reading:	November 28, 2005

05-11-82

MEMBERS OF COUNTY COUNCIL

Phillip Farley

PHILLIP FARLEY Voting *yes*

Dennis L. Fish

DENNIS L. FISH Voting *yes*

Judith K. Spooner

JUDITH K. SPOONER Voting *yes*

DISTRICT 6 - VACANT

William E. Crosby

WILLIAM E. CROSBY Voting *yes*

Excused 11-28-05

CALDWELL PINCKNEY, JR. Voting _____

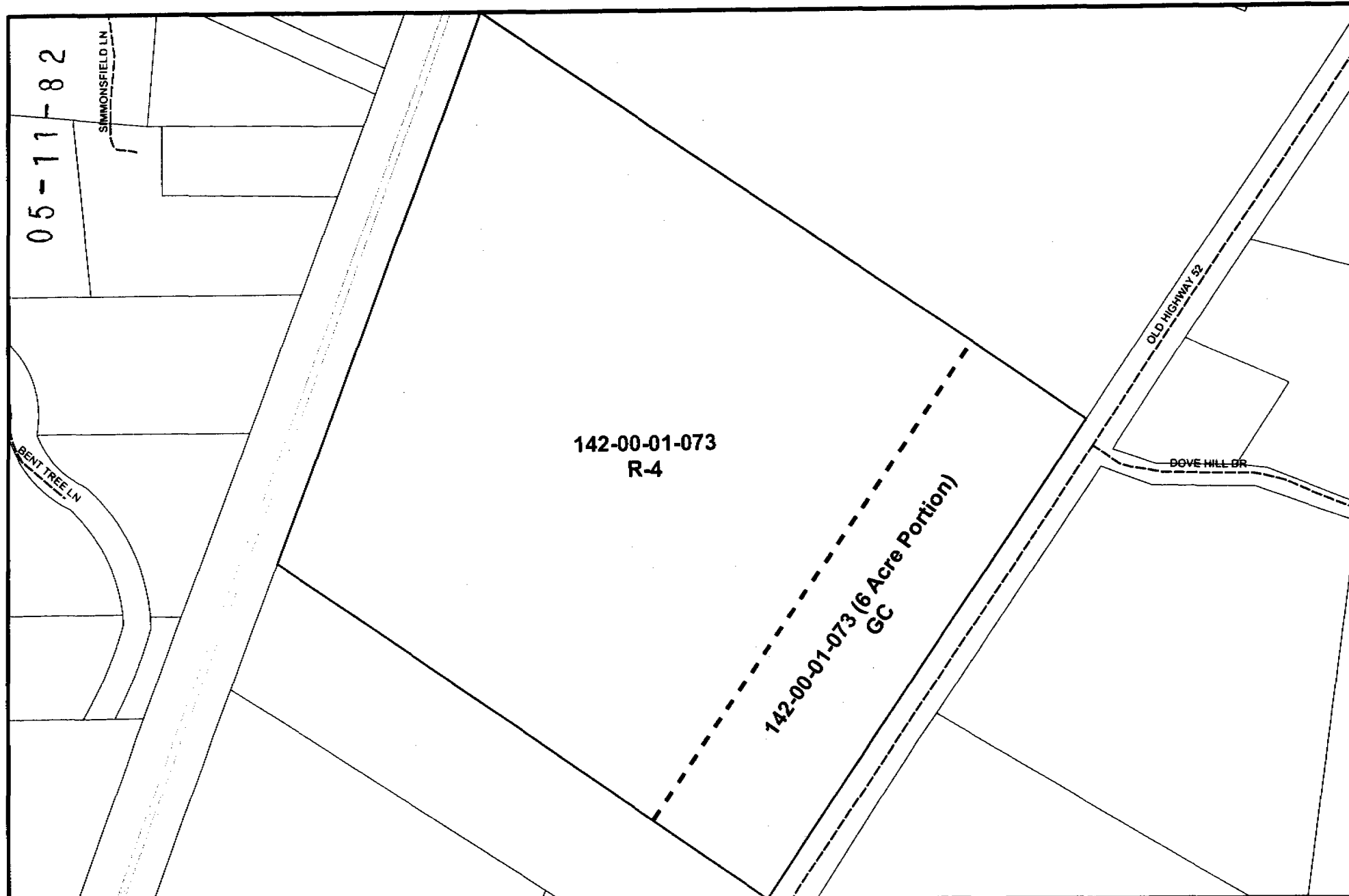
Charles E. Davis

CHARLES E. DAVIS Voting *yes*

Steve C. Davis

STEVE C. DAVIS Voting *yes*

TMS#: 142-00-01-073



Berkeley County GIS Department
223 N. Live Oak Drive
Moncks Corner, SC 29461
(843) 719-4038 | fax (843) 719-4190
e-mail: gauck@co.berkeley.sc.us
Online: <http://gis.co.berkeley.sc.us>
5/25/2005



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PRODUCT LIES WITH THE USER.

ORDINANCE NO. 05-11-83

AN ORDINANCE TO MODIFY THE OFFICIAL ZONING AND DEVELOPMENT STANDARDS MAPS OF BERKELEY COUNTY, SOUTH CAROLINA, IN REGARDS TO A RECLASSIFICATION OF APPROVED USES FOR TMS #211-00-02-096 (lot 21), (19.2 acres).

WHEREAS, Berkeley County Council adopted a Zoning and Development Standards Ordinance, including Official Zoning and Development Standards Maps, on April 26, 1999, pursuant to Title 6, Chapter 29, of the Code of Laws of South Carolina, 1976, as amended; and

WHEREAS, Berkeley County Council adopted such regulations for the purpose of guiding development in accordance with existing and future needs and promoting the public health, safety, morals, convenience, order, appearance, prosperity, and general welfare of the County; and

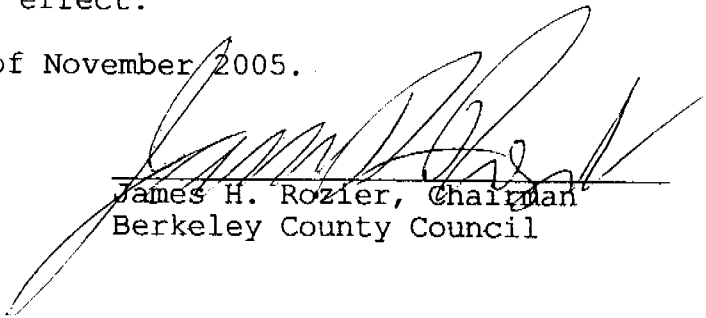
WHEREAS, the Berkeley County Council has determined that the rezoning or reclassification of the land designated herein is for the public good, the morals and the general welfare of the County of Berkeley and its citizens, and that it is consistent with the Berkeley County Comprehensive Plan, which was adopted on April 26, 1999;

NOW, THEREFORE, BE IT ORDAINED that the official Zoning and Development Standards Maps for Berkeley County, South Carolina, which were adopted pursuant to Ordinance No. 01-8-35 shall be modified in the following regard:

That portion of the official Zoning Map which contains that property identified as TMS#211-00-02-096 (lot 21), (19.2 acres) as is more clearly shown on "Exhibit A", which is attached hereto and made a part hereof. This property has previously been designated and approved as HI, Heavy Industrial District, and will hereafter upon approval of this ordinance be reclassified as GC, General Commercial District.

BE IT FURTHER ORDAINED that all ordinances in conflict with this modification are repealed to the extent necessary to give this ordinance full force and effect.

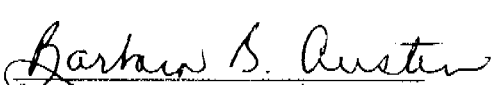
ADOPTED this 28th of November 2005.



James H. Rozier, Chairman
Berkeley County Council

(SEAL)

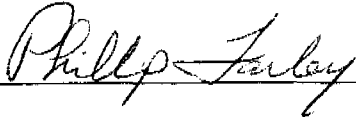
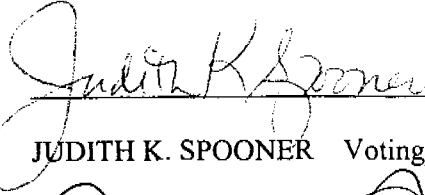
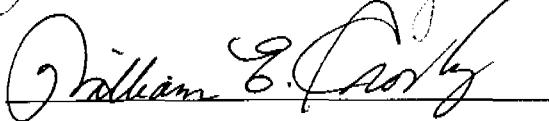
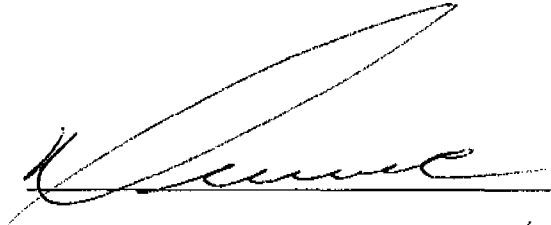
ATTEST:



Barbara B. Austin
CLERK OF COUNTY COUNCIL

First Reading:	September 26, 2005
Second Reading:	October 24, 2005
Public Hearing:	November 28, 2005
Third Reading:	November 28, 2005

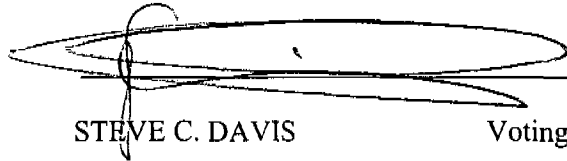
MEMBERS OF COUNTY COUNCIL

PHILLIP FARLEY Voting yesJUDITH K. SPOONER Voting yesWILLIAM E. CROSBY Voting yesCHARLES E. DAVIS Voting yesDENNIS L. FISH Voting yes

DISTRICT 6 - VACANT

Excused 11-28-83

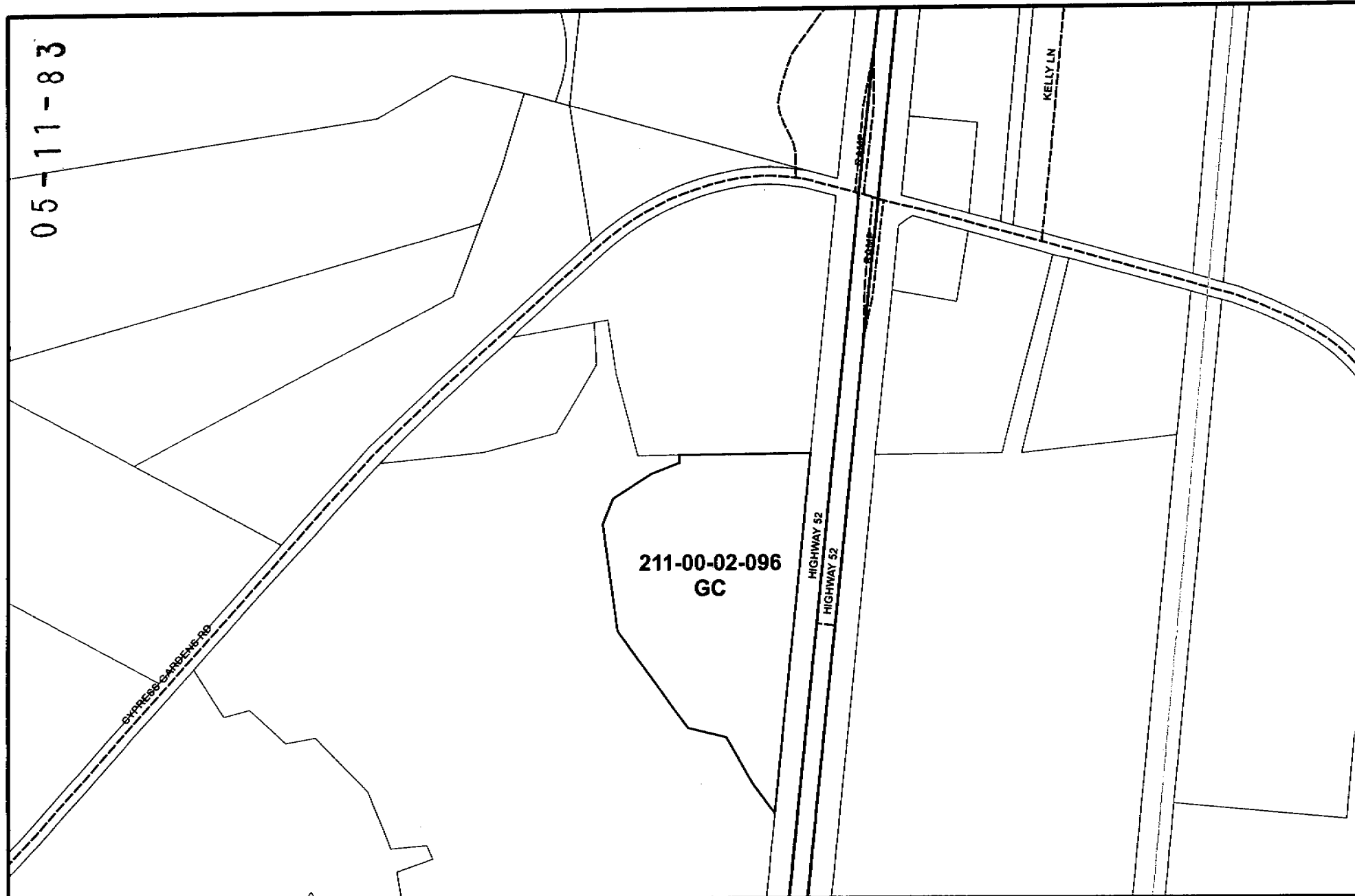
CALDWELL PINCKNEY, JR. Voting _____

STEVE C. DAVIS Voting yes

TMS#: 211-00-02-096



05-11-83



211-00-02-096
GC

HIGHWAY 52
HIGHWAY 52

KELLY LN

EXPRESS CARBONERO



Berkeley County GIS Department
223 N. Live Oak Drive
Moncks Corner, SC 29461
(843) 719-4038 | fax (843) 719-4190
e-mail: ghauck@co.berkeley.sc.us
Berkley online: <http://gis.co.berkeley.sc.us>
5/1/2005



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ORDINANCE NO. 05-11-84

AN ORDINANCE TO MODIFY THE OFFICIAL ZONING AND DEVELOPMENT STANDARDS MAPS OF BERKELEY COUNTY, SOUTH CAROLINA, IN REGARDS TO A RECLASSIFICATION OF APPROVED USES FOR TMS #240-00-00-013 (2.81 acres).

WHEREAS, Berkeley County Council adopted a Zoning and Development Standards Ordinance, including Official Zoning and Development Standards Maps, on April 26, 1999, pursuant to Title 6, Chapter 29, of the Code of Laws of South Carolina, 1976, as amended; and

WHEREAS, Berkeley County Council adopted such regulations for the purpose of guiding development in accordance with existing and future needs and promoting the public health, safety, morals, convenience, order, appearance, prosperity, and general welfare of the County; and

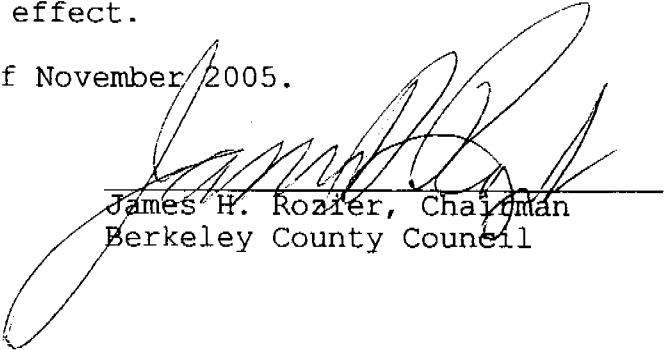
WHEREAS, the Berkeley County Council has determined that the rezoning or reclassification of the land designated herein is for the public good, the morals and the general welfare of the County of Berkeley and its citizens, and that it is consistent with the Berkeley County Comprehensive Plan, which was adopted on April 26, 1999;

NOW, THEREFORE, BE IT ORDAINED that the official Zoning and Development Standards Maps for Berkeley County, South Carolina, which were adopted pursuant to Ordinance No. 01-8-35 shall be modified in the following regard:

That portion of the official Zoning Map which contains that property identified as TMS#240-00-00-013 (2.81 acres) as is more clearly shown on "Exhibit A", which is attached hereto and made a part hereof. This property has previously been designated and approved as RNC, Rural Neighborhood Commercial District, and will hereafter upon approval of this ordinance be reclassified as F-1, Agricultural District.

BE IT FURTHER ORDAINED that all ordinances in conflict with this modification are repealed to the extent necessary to give this ordinance full force and effect.

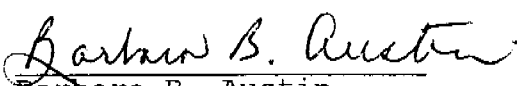
ADOPTED this 28th of November 2005.



James H. Rozier, Chairman
Berkeley County Council

(SEAL)

ATTEST:



Barbara B. Austin
CLERK OF COUNTY COUNCIL

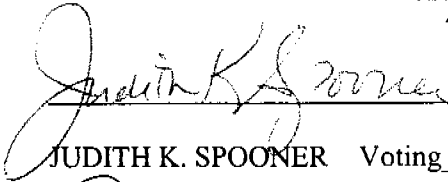
First Reading:	September 26, 2005
Second Reading:	October 24, 2005
Public Hearing:	November 28, 2005
Third Reading:	November 28, 2005

05-11-84


MEMBERS OF COUNTY COUNCIL



PHILLIP FARLEY Voting yes



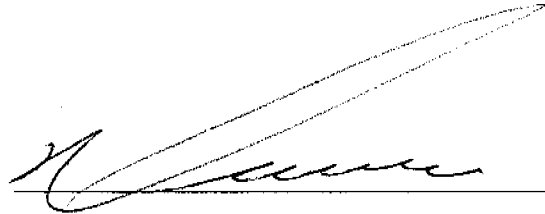
JUDITH K. SPOONER Voting yes



WILLIAM E. CROSBY Voting yes



CHARLES E. DAVIS Voting yes




DENNIS L. FISH Voting yes

DISTRICT 6 - VACANT

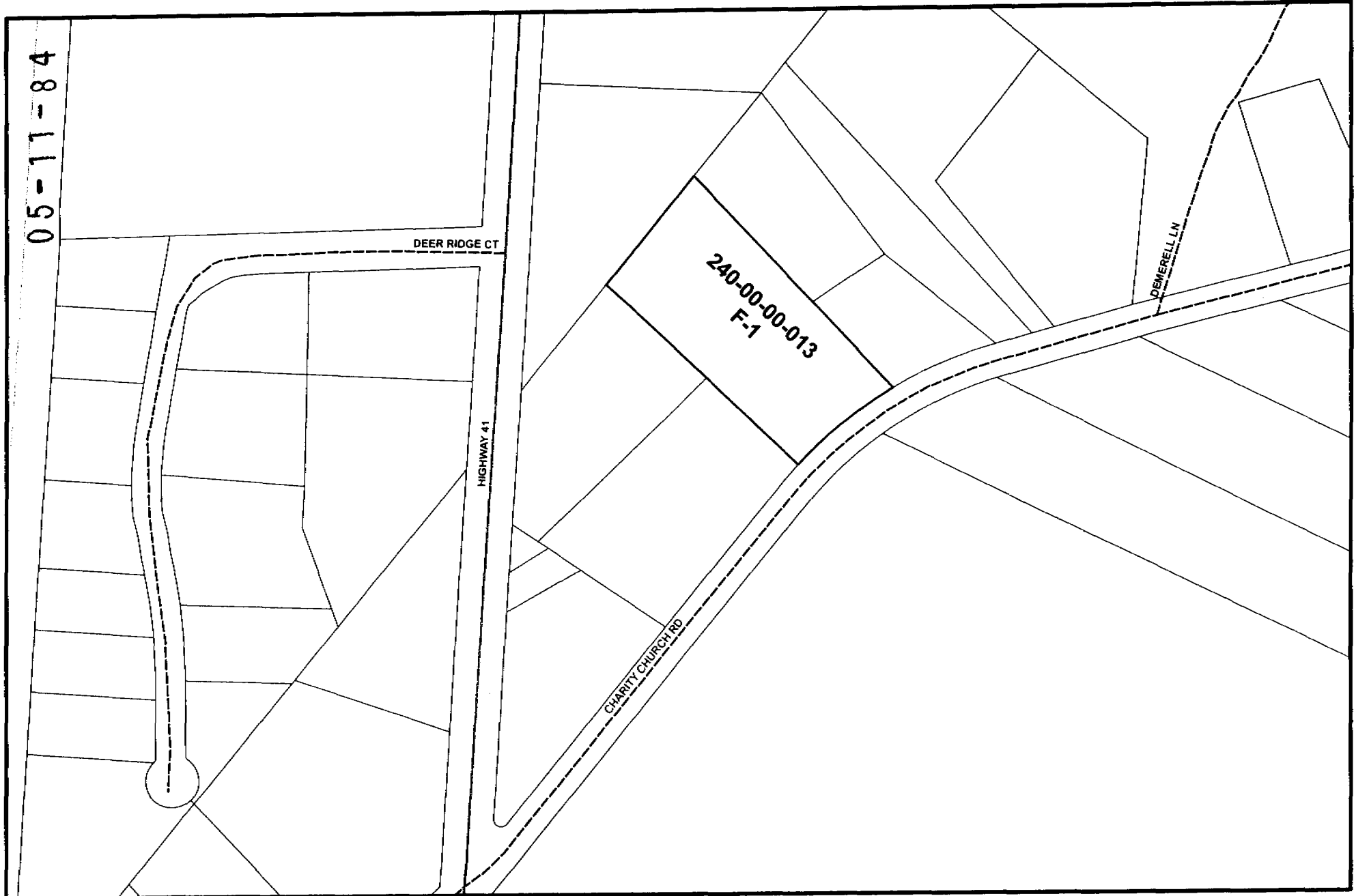
Excused 11-28-05

CALDWELL PINCKNEY, JR. Voting _____



STEVE C. DAVIS Voting yes

TMS#: 240-00-00-013



Berkeley County GIS Department
223 N. Live Oak Drive
Moncks Corner, SC 29461
(843) 719-4038 | fax (843) 719-4190
e-mail: gis@co.berkeley.sc.us
Online: <http://gis.co.berkeley.sc.us>
5/25/2005



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ORDINANCE NO. 05-11-85

AN ORDINANCE TO MODIFY THE OFFICIAL ZONING AND DEVELOPMENT STANDARDS MAPS OF BERKELEY COUNTY, SOUTH CAROLINA, IN REGARDS TO A RECLASSIFICATION OF APPROVED USES FOR TMS #271-00-02-060 (20.39 acres).

WHEREAS, Berkeley County Council adopted a Zoning and Development Standards Ordinance, including Official Zoning and Development Standards Maps, on April 26, 1999, pursuant to Title 6, Chapter 29, of the Code of Laws of South Carolina, 1976, as amended; and

WHEREAS, Berkeley County Council adopted such regulations for the purpose of guiding development in accordance with existing and future needs and promoting the public health, safety, morals, convenience, order, appearance, prosperity, and general welfare of the County; and

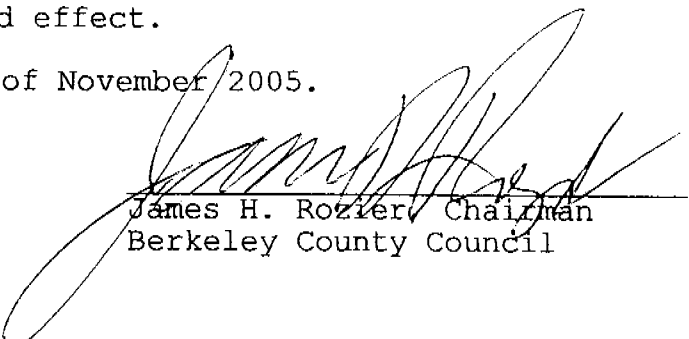
WHEREAS, the Berkeley County Council has determined that the rezoning or reclassification of the land designated herein is for the public good, the morals and the general welfare of the County of Berkeley and its citizens, and that it is consistent with the Berkeley County Comprehensive Plan, which was adopted on April 26, 1999;

NOW, THEREFORE, BE IT ORDAINED that the official Zoning and Development Standards Maps for Berkeley County, South Carolina, which were adopted pursuant to Ordinance No. 01-8-35 shall be modified in the following regard:

That portion of the official Zoning Map which contains that property identified as TMS#271-00-02-060 (20.39 acres) as is more clearly shown on "Exhibit A", which is attached hereto and made a part hereof. This property has previously been designated and approved as F-1, Agricultural District, and will hereafter upon approval of this ordinance be reclassified as R-1, Single-Family Residential District.

BE IT FURTHER ORDAINED that all ordinances in conflict with this modification are repealed to the extent necessary to give this ordinance full force and effect.


ADOPTED this 28th of November 2005.



James H. Rozier, Chairman
Berkeley County Council

(SEAL)

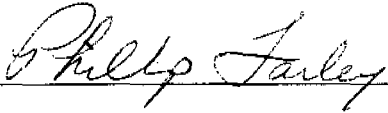
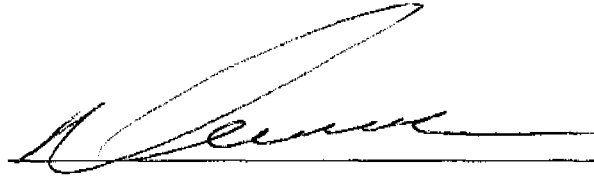
ATTEST:



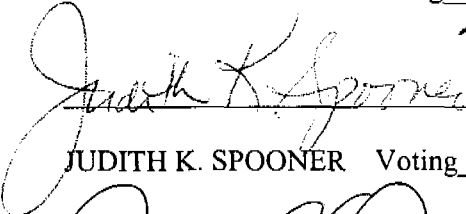
Barbara B. Austin
CLERK OF COUNTY COUNCIL

First Reading:	September 26, 2005
Second Reading:	October 24, 2005
Public Hearing:	November 28, 2005
Third Reading:	November 28, 2005

MEMBERS OF COUNTY COUNCIL

PHILLIP FARLEY Voting yes

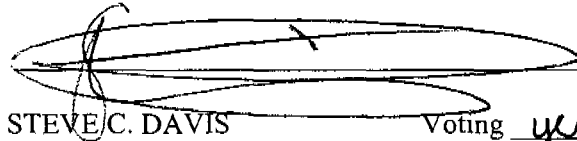
DENNIS L. FISH

Voting yesJUDITH K. SPOONER Voting yesWILLIAM E. CROSBY Voting yesCHARLES E. DAVIS Voting yes

DISTRICT 6 - VACANT

Excused 11-28-05

CALDWELL PINCKNEY, JR. Voting _____



STEVE C. DAVIS

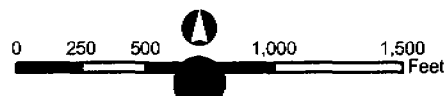
Voting yes

05-11-85

TMS#: 271-00-02-060



Berkeley County GIS Department
 223 N. Live Oak Drive
 Moncks Corner, SC 29461
 (843) 719-4038 | fax (843) 719-4190
 e-mail: rhauck@co.berkeley.sc.us
 GIS Online: <http://gis.co.berkeley.sc.us>
 12/25/2005



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ORDINANCE NO. 05-11-86

AN ORDINANCE TO MODIFY THE OFFICIAL ZONING AND DEVELOPMENT STANDARDS MAPS OF BERKELEY COUNTY, SOUTH CAROLINA, IN REGARDS TO A RECLASSIFICATION OF APPROVED USES FOR TMS #271-00-01-094 and 004 (2.604 and .941 acres, total 3.545 acres).

WHEREAS, Berkeley County Council adopted a Zoning and Development Standards Ordinance, including Official Zoning and Development Standards Maps, on April 26, 1999, pursuant to Title 6, Chapter 29, of the Code of Laws of South Carolina, 1976, as amended; and

WHEREAS, Berkeley County Council adopted such regulations for the purpose of guiding development in accordance with existing and future needs and promoting the public health, safety, morals, convenience, order, appearance, prosperity, and general welfare of the County; and

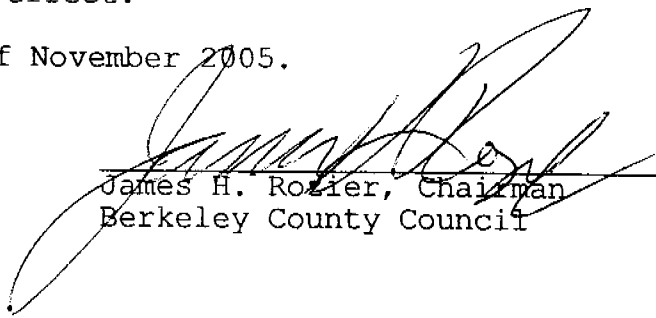
WHEREAS, the Berkeley County Council has determined that the rezoning or reclassification of the land designated herein is for the public good, the morals and the general welfare of the County of Berkeley and its citizens, and that it is consistent with the Berkeley County Comprehensive Plan, which was adopted on April 26, 1999;

NOW, THEREFORE, BE IT ORDAINED that the official Zoning and Development Standards Maps for Berkeley County, South Carolina, which were adopted pursuant to Ordinance No. 01-8-35 shall be modified in the following regard:

That portion of the official Zoning Map which contains that property identified as TMS#271-00-01-094 and 004 (2.604 and .941 acres, total 3.545 acres) as is more clearly shown on "Exhibit A", which is attached hereto and made a part hereof. This property has previously been designated and approved as R-2, Manufactured Residential District, and will hereafter upon approval of this ordinance be reclassified as GC, General Commercial District.

BE IT FURTHER ORDAINED that all ordinances in conflict with this modification are repealed to the extent necessary to give this ordinance full force and effect.


ADOPTED this 28th of November 2005.



James H. Rozier, Chairman
Berkeley County Council

(SEAL)

ATTEST:



Barbara B. Austin
CLERK OF COUNTY COUNCIL

First Reading:	September 26, 2005
Second Reading:	October 24, 2005
Public Hearing:	November 28, 2005
Third Reading:	November 28, 2005

MEMBERS OF COUNTY COUNCIL

Phillip Farley
 PHILLIP FARLEY Voting yes

Judith K. Spooner
 JUDITH K. SPOONER Voting yes

William E. Crosby
 WILLIAM E. CROSBY Voting yes

Charles E. Davis
 CHARLES E. DAVIS Voting yes

Dennis L. Fish
 DENNIS L. FISH Voting yes

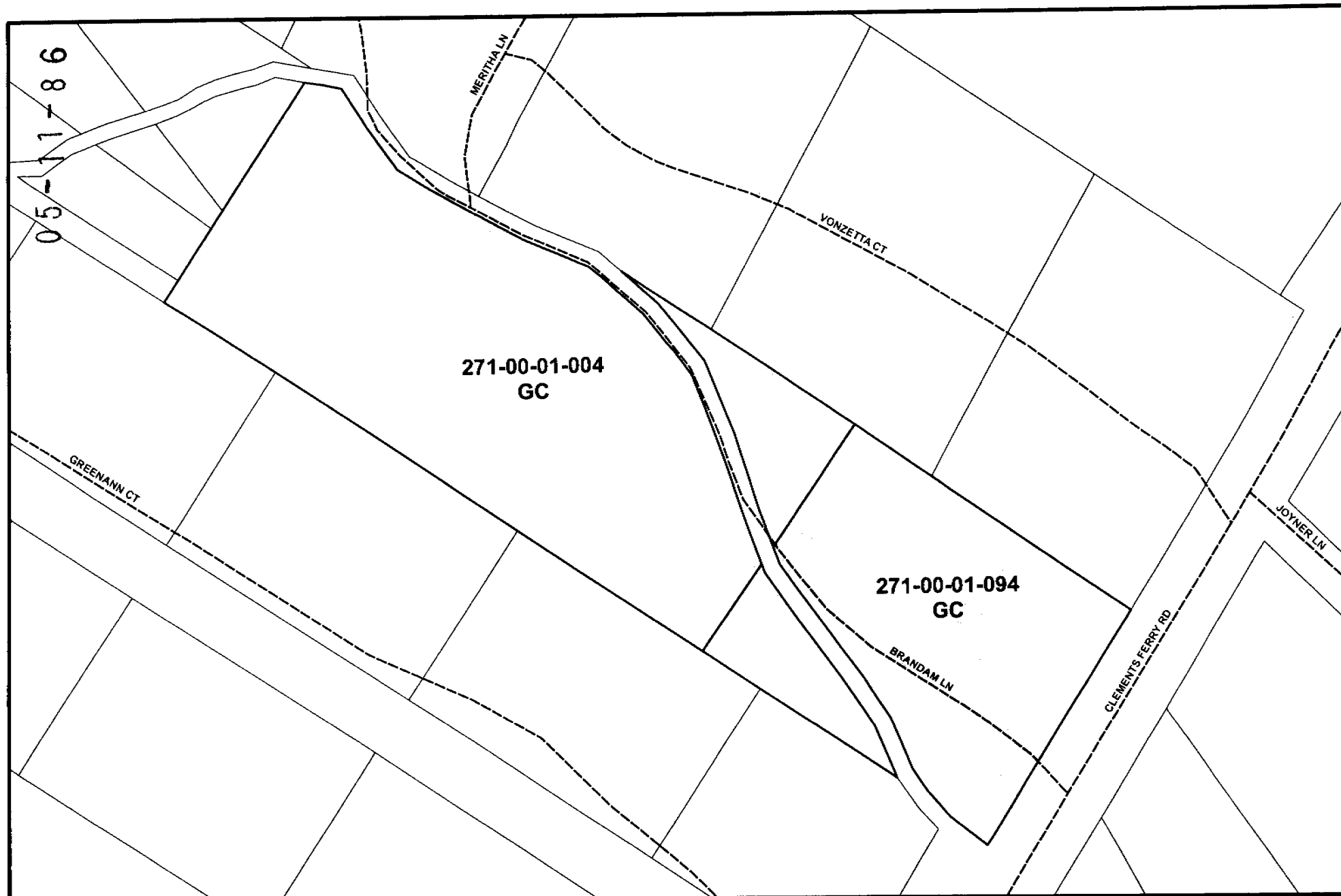
DISTRICT 6 - VACANT

Excused 11-28-85

CALDWELL PINCKNEY, JR. Voting _____

Steve C. Davis
 STEVE C. DAVIS Voting yes

TMS#: 271-00-01-094 & -004



Berkeley County GIS Department
223 N. Live Oak Drive
Moncks Corner, SC 29461
(843) 719-4038 | fax (843) 719-4190
e-mail: shauck@co.berkeley.sc.us
BCGIS online: <http://gis.co.berkeley.sc.us>
5/2/2005



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ORDINANCE NO. 05-11-87

AN ORDINANCE TO MODIFY THE OFFICIAL ZONING AND DEVELOPMENT STANDARDS MAPS OF BERKELEY COUNTY, SOUTH CAROLINA, IN REGARDS TO A RECLASSIFICATION OF APPROVED USES FOR TMS #121-00-00-020 (SCPSA) (36.087 acres).

WHEREAS, Berkeley County Council adopted a Zoning and Development Standards Ordinance, including Official Zoning and Development Standards Maps, on April 26, 1999, pursuant to Title 6, Chapter 29, of the Code of Laws of South Carolina, 1976, as amended; and

WHEREAS, Berkeley County Council adopted such regulations for the purpose of guiding development in accordance with existing and future needs and promoting the public health, safety, morals, convenience, order, appearance, prosperity, and general welfare of the County; and

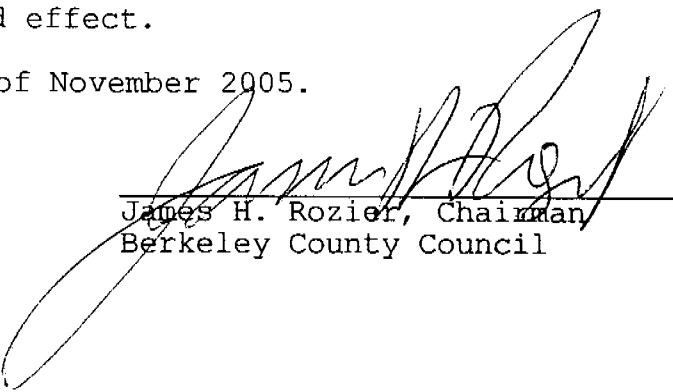
WHEREAS, the Berkeley County Council has determined that the rezoning or reclassification of the land designated herein is for the public good, the morals and the general welfare of the County of Berkeley and its citizens, and that it is consistent with the Berkeley County Comprehensive Plan, which was adopted on April 26, 1999;

NOW, THEREFORE, BE IT ORDAINED that the official Zoning and Development Standards Maps for Berkeley County, South Carolina, which were adopted pursuant to Ordinance No. 01-8-35 shall be modified in the following regard:

That portion of the official Zoning Map which contains that property identified as TMS#121-00-00-020 (SCPSA) (36.087 acres) as is more clearly shown on "Exhibit A", which is attached hereto and made a part hereof. This property has previously been designated and approved as F-1, Agricultural District, and will hereafter upon approval of this ordinance be reclassified as R-1, Single-Family Residential District.

BE IT FURTHER ORDAINED that all ordinances in conflict with this modification are repealed to the extent necessary to give this ordinance full force and effect.

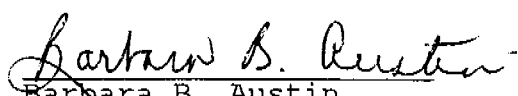
ADOPTED this 28th of November 2005.



James H. Rozier, Chairman
Berkeley County Council

(SEAL)

ATTEST:

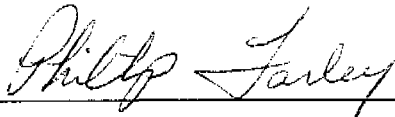


Barbara B. Austin
CLERK OF COUNTY COUNCIL

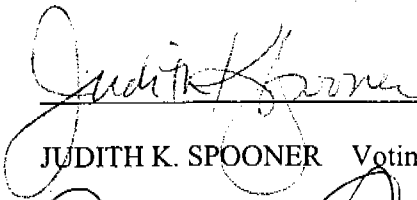
First Reading:	September 26, 2005
Second Reading:	October 24, 2005
Public Hearing:	November 28, 2005
Third Reading:	November 28, 2005

05-11-87

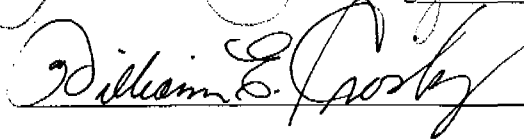
MEMBERS OF COUNTY COUNCIL



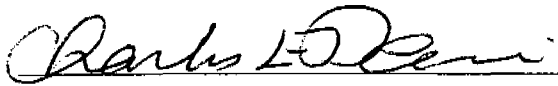
PHILLIP FARLEY Voting yes



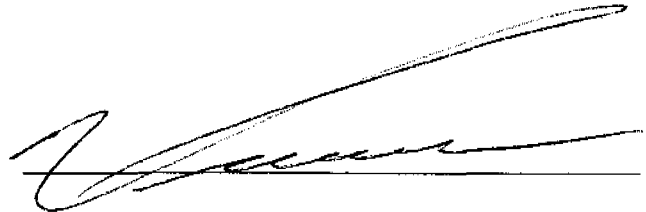
JUDITH K. SPOONER Voting yes



WILLIAM E. CROSBY Voting so



CHARLES E. DAVIS Voting yes

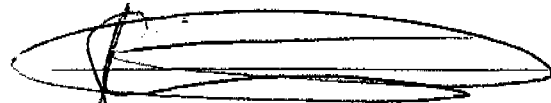


DENNIS L. FISH Voting yes

DISTRICT 6 - VACANT

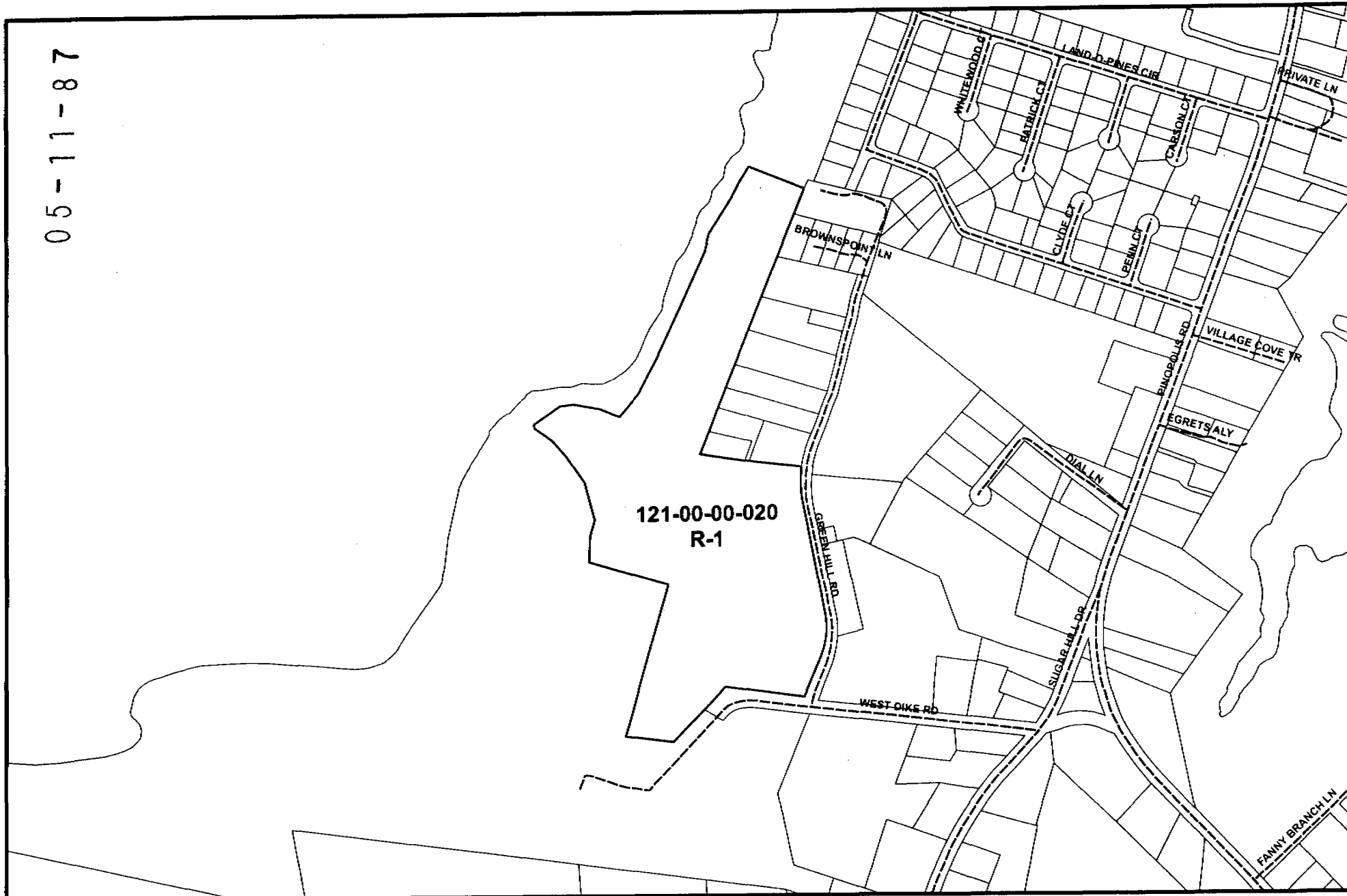
Excused 11-28-05

CALDWELL PINCKNEY, JR. Voting _____


STEVE C. DAVIS Voting yes

TMS#: 121-00-00-020

05-11-87



121-00-00-020
R-1



Berkeley County GIS Department
223 N. Live Oak Drive
Moncks Corner, SC 29461
(843) 719-4038 | fax (843) 719-4190
e-mail: thauck@co.berkeley.sc.us
B... online: <http://gis.co.berkeley.sc.us>
5/...



THE COUNTY OF BERKELEY AND ITS GIS DEPARTMENT DISCLAIMS ACCOUNTABILITY FOR THIS PRODUCT AND MAKES NO WARRANTY EXPRESS OR IMPLIED CONCERNING THE ACCURACY THEREOF. RESPONSIBILITY FOR INTERPRETATION AND APPLICATION OF THIS PRODUCT LIES WITH THE USER.

PROVIDING FOR THE TRANSFER OF FUNDS APPROPRIATED IN THE 2005-2006 BUDGET FOR BERKELEY COUNTY FOR COUNTY PURPOSES OTHER THAN AS SPECIFIED IN SAID BUDGET

WHEREAS, Section 4-9-140 of the 1976 South Carolina Code of Laws, as amended, provides in part that upon approval of Council, funds appropriated in the annual budget may be transferred for purposes other than as specified in such budget; and

WHEREAS, the need has arisen which necessitates a transfer of funds appropriated in the annual budget for Berkeley County for other purposes;

NOW, THEREFORE, BE IT RESOLVED:

SECTION ONE

There is hereby transferred from budget line items designated in the 2005-2006 Berkeley County Budget the sum of **THIRTY TWO THOUSAND SIXTY NINE AND NO/100 (\$32,069.00)** as set forth in Exhibit "A" attached hereto and made a part hereof by this reference.

SECTION TWO

This sum shall be allocated to budget line items designated in the 2005-2006 Berkeley County Budget as set forth in Exhibit "A" attached hereto and made a part hereof by this reference.

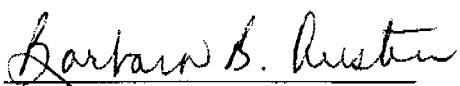
ADOPTED this 28th day of November A. D. 2005.

(SEAL)



**JAMES H. ROZIER, JR., Chairman
BERKELEY COUNTY COUNCIL**

ATTEST:



**Barbara B. Austin, CCC
Clerk of County Council**

MEMBERS OF COUNTY COUNCIL

Phillip Farley
PHILLIP FARLEY Voting yes

Judith K. Spooner
JUDITH K. SPOONER Voting yes

William E. Crosby
WILLIAM E. CROSBY Voting yes

Charles E. Davis
CHARLES E. DAVIS Voting yes

Dennis L. Fish
DENNIS L. FISH Voting yes

DISTRICT 6 - VACANT

Excused 11-28-05
CALDWELL PINCKNEY, JR. Voting _____

Steve C. Davis
STEVE C. DAVIS Voting yes

Exhibit "A"

TRANSFER FROM:

47010	Contingency Fund		
	Contingency Fund (5101 - Salaries)	\$16,346	
	Contingency Fund (5108 - Health Insurance)	\$3,371	
	Contingency Fund (5109 - Worker's Comp Insurance)	\$1,142	
	Contingency Fund (5110 - Retirement Contrib - Regular)	\$1,259	
	Contingency Fund (5112 - FICA)	\$1,251	
	Total transfer from Contingency		\$23,369
47010	Contingency Fund (6104 Capital Outlay-Equipment)	\$8,700	
	Total transfer from Contingency		\$8,700
	TOTAL TRANSFERRED FROM:		\$32,069

TRANSFER TO:

43103	Roads & Bridges		
	5101 Salaries	\$7,060	
	5109 Workers' Comp Insurance	\$882	
	5110 Retirement Contribution - Regular	\$544	
	5112 FICA	\$540	
	Total transfer to Roads & Bridges		\$9,026
41510	Register of Deeds		
	5101 Salaries	\$5,983	
	5108 Health Insurance	\$3,371	
	5109 Workers' Comp Insurance	\$28	
	5110 Retirement Contribution - Regular	\$461	
	5112 FICA	\$458	
	Total transfer to Register of Deeds		\$10,301
43101	Maintenance Garage		
	5101 Salaries	\$3,303	
	5109 Workers' Comp Insurance	\$232	
	5110 Retirement Contribution - Regular	\$254	
	5112 FICA	\$253	
	Total transfer to Maintenance Garage		\$4,042
42301	Detention Center		
	6104 Capital Outlay - Equipment	\$8,700	
	Total transfer to Detention Center		\$8,700
	TOTAL TRANSFERRED TO:		\$32,069

RESOLUTION

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN INDUCEMENT AGREEMENT BY AND BETWEEN BERKELEY COUNTY, SOUTH CAROLINA AND PROJECT LIGHTHOUSE WHEREBY, UNDER CERTAIN CONDITIONS, BERKELEY COUNTY WILL EXECUTE A FEE IN LIEU OF TAX AGREEMENT FOR A PROJECT INVOLVING NOT LESS THAN EIGHTY MILLION DOLLARS (\$80,000,000) INVESTMENT AND WILL PROVIDE AN INFRASTRUCTURE TAX CREDIT

WHEREAS, Berkeley County, South Carolina (the "County"), acting by and through its County Council (the "County Council") is authorized and empowered under and pursuant to the provisions of Title 4, Chapter 12, Chapter 1, and Chapter 29, Code of Laws of South Carolina, 1976, as amended (jointly the "Act"), to acquire, or cause to be acquired, properties and to enter into agreements with any industry to construct, operate, maintain and improve such property; to enter into or allow financing agreements with respect to such projects; and, to accept any grants for such infrastructure through which powers the economic development of the State of South Carolina will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State of South Carolina and thus utilize and employ the manpower, agricultural products and natural resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally;

WHEREAS, the County is authorized by the Act to execute a fee in lieu of tax agreement, as defined in the Act, with respect to such infrastructure;

WHEREAS, Project Lighthouse (the "Company"), has requested the County to participate in executing an Inducement and Millage Rate Agreement and a Fee in Lieu of Tax Agreement (the "Fee Agreement") (Project Lighthouse) pursuant to the Act for the purpose of authorizing and of acquiring by purchase or construction of certain building(s), machinery, apparatus, and equipment, for the purpose of a manufacturing facility (the "Project"), all as more fully set forth in the Inducement and Millage Rate Agreement (the "Inducement Agreement") attached hereto;

WHEREAS, the County has determined that the Project would benefit the general public welfare of the County by providing service, employment, recreation or other public benefits not otherwise provided locally; and, that the Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against the general credit or taxing power of either; and that the purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes and that the inducement of the location or expansion of the Project within the County and State is of paramount importance and that the benefits of the Project will be greater than the costs;

WHEREAS, the Company has requested the County to provide an infrastructure tax credit (hereinafter referred to as the "Infrastructure Credit") pursuant to Section 4-1-175 of the Act for the purpose of enhancing the infrastructure for the Project all as more fully set forth in the Inducement Agreement attached hereto;

WHEREAS, the Company has requested the County to place the project in a multi-county industrial/business park to provide economic incentives to the Company; and

WHEREAS, the County has determined on the basis of the information supplied to it by the Company that the Project would be a "project" as that term is defined in the Act and that the Project would subserve the purposes of the Act.

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

Section 1. Pursuant to the authority of the Act and for the purpose of authorizing the Fee Agreement (as described in the Act) for the Project, there is hereby authorized to be executed a Fee Agreement between the County and the Company pertaining to the project involving investment in the principal amount of not less than Eighty Million Dollars (\$80,000,000).

Section 2. The County agrees to place the project in a multi-county industrial/business park pursuant to the provisions of Section 4-1-170 of the Act.

Section 3. Pursuant to the authority of the Act and for the purpose of providing infrastructure to the Project, there is hereby authorized to be issued an Infrastructure Credit pursuant to the provisions of Section 4-1-175 of the Act in the amount of thirty-five percent (35%) of the payments in lieu of taxes collected from the Project. The Infrastructure Credit will be payable exclusively from payments in lieu of tax the County receives and retains (i) from the Company under the Fee Agreement authorized in Section 1 hereof and (ii) from the fee in lieu of tax due from the Project as the same will be located in a joint county industrial park existing between the County and an adjacent County. The Infrastructure Credit shall not constitute a general obligation or indebtedness of the County nor a pledge of the full faith and credit or the taxing power of the County.

Section 4. The County has agreed to assist the Company with and expedite the decision of all zoning and land use planning decisions necessary for the construction, occupancy and use of the Project as a manufacturing facility.

Section 5. The provisions, terms and conditions of the Fee Agreement by and between the County and the Company, and the form, details, and maturity provisions, if any, of the Fee Agreement shall be prescribed by subsequent ordinance of the County Council.

Section 6. The Supervisor/Chairman of County Council is hereby authorized and directed to execute the Inducement Agreement attached hereto in the name of and on behalf of the County, and the Clerk of the County Council is hereby authorized and directed to attest the same; and the Supervisor/Chairman of County Council is hereby further authorized and directed to deliver said executed Inducement Agreement to the Company.

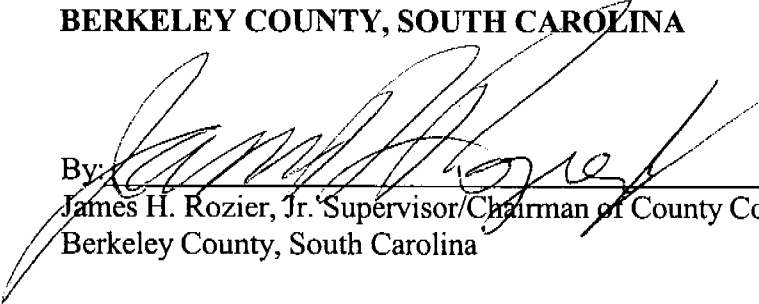
Section 7. Prior to the execution of the Fee Agreement and the provision of the Infrastructure Credit, the County Council will comply with the provisions of the Home Rule Act regarding the procedural requirements for adopting ordinances and resolutions.

Section 8. All orders, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This resolution shall take effect and be in full force from and after its passage by the County Council.

Section 9. It is the intention of the County Council that this resolution shall constitute an official action on the part of the County relating to the inducement of the Project.

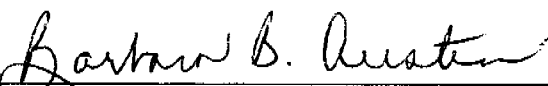
Done in meeting duly assembled this 28th day of November 2005.

BERKELEY COUNTY, SOUTH CAROLINA

By: 
James H. Rozier, Jr. Supervisor/Chairman of County Council
Berkeley County, South Carolina

(SEAL)

ATTEST:

By: 
Barbara B. Austin, Clerk to County Council
Berkeley County, South Carolina

MEMBERS OF COUNTY COUNCIL

Phillip Farley

PHILLIP FARLEY Voting yes

Judith K. Spooner

JUDITH K. SPOONER Voting yes

William E. Crosby

WILLIAM E. CROSBY Voting yes

Charles E. Davis

CHARLES E. DAVIS Voting yes

Dennis L. Fish

DENNIS L. FISH Voting yes

DISTRICT 6 - VACANT

Excused 11-28-05

CALDWELL PINCKNEY, JR. Voting _____

Steve C. Davis

STEVE C. DAVIS Voting yes

**INDUCEMENT AGREEMENT
AND MILLAGE RATE AGREEMENT**

THIS INDUCEMENT AGREEMENT made and entered into by and between Berkeley County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina (jointly hereinafter the "County") and Project Lighthouse (the "Company").

WITNESSETH:

ARTICLE I.

RECITATION OF FACTS

Section 1.1. As a means of setting forth the matters of mutual inducement which have resulted in the making and entering into of this Agreement, the following statements of fact are herewith recited:

- (a) The County is authorized and empowered by the provisions of Title 4, Chapter 1, and Title 12, Chapter 44 Code of Laws of South Carolina, 1976, as amended (jointly the "Act") to acquire, enlarge, improve, expand, equip, furnish, own, lease, and dispose of properties through which the industrial development of the State of South Carolina will be promoted and trade developed by inducing new industries to locate in the State and by encouraging industries now located in the State to expand their investments and thus utilize and employ manpower and other resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally.
- (b) The Company is considering the acquisition by construction, purchase or lease of facilities and capabilities to be used for a manufacturing facility (the "Project") in the County. The Project will involve an investment of at least Eighty Million Dollars (\$80,000,000) within the meaning of Section 12-44-10 et seq. of the Act and a fee in lieu of tax agreement by and between the Company and the County (the "Fee Agreement").
- (c) The Company has requested the County to assist it (i) through the acquisition by the County of the Project and the leasing of the Project to the Company; and (ii) the inclusion of the Project within a multi-county park pursuant to Section 4-1-170 of the Act (the "Park") and (iii) through the incentive of a payment in lieu of ad valorem taxes as authorized by Section 12-44-10 et seq. of the Act.
- (d) The County has given due consideration to the economic development impact of the Project, has found that the Project and the payments in lieu of ad valorem taxes set forth herein are beneficial to the Project and that the Project would benefit the general public welfare of the County by providing service, employment, recreation or other public benefits not otherwise provided locally; and, that the Project gives rise to no pecuniary liability of

the County or incorporated municipality or a charge against the general credit or taxing power of either; and, that the purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes and that the inducement of the location or expansion of the Project within the County and State is of paramount importance and that the benefits of the Project will be greater than the costs; and, has agreed to effect the issuance and delivery of this Agreement, pursuant to the Act, and on the terms and conditions hereafter set forth.

(e) The County will provide an infrastructure credit against payments in lieu of taxes as defined in Section 4-1-175 of the Act (the "Infrastructure Credit") in an annual amount equal to thirty-five percent (35%) of the payments in lieu of taxes allocated to the County taxing entities pursuant to the County and an adjacent County, Joint County Industrial and Business Park Agreement to be established by the County (the "Park Agreement") from the first ten (10) years of fee in lieu of tax payments on the Project. The adoption of ordinances and procedures for the provision of the Infrastructure Credit to the Company shall conform to the provisions of the Act and the Home Rule Act.

ARTICLE II

UNDERTAKINGS ON THE PART OF THE COUNTY

The County agrees as follows:

Section 2.1. The Project will be constructed or installed by the Company on the sites now owned or hereafter acquired by the Company and will involve a capital expenditure of not less than \$80,000,000. The Fee Agreement will contain suitable provisions for acquisition and construction of the project by the Company at the completion or earlier termination of the Fee Agreement.

Section 2.2. The Fee Agreement will be issued at such times and upon such acceptable terms to the County as the Company shall request subject to Section 4.2 herein.

Section 2.3. The terms and provisions of the Fee Agreement by and between the County and the Company shall be substantially in the form generally utilized in connection with the Act as agreed upon by the County and the Company. Such Fee Agreement shall contain, in substance, the following provisions:

(a) The term of the Fee Agreement will coincide with the maximum term of the negotiated fee pursuant to the Act.

- (b) The Company will maintain the Project and will (i) keep the Project insured against loss or damage or perils generally insured against by industries or businesses similar to the Company and will carry public liability insurance covering personal injury, death or property damage with respect to the Project; or (ii) self-insure with respect to such risks in the same manner as it does with respect to similar property owned by the Company; or (iii) maintain a combination of insurance coverage and self-insurance as to such risks.
- (c) The Fee Agreement shall provide that, in the performance of the agreements contained therein on the part of the County, any obligations the County may incur for the payment of money shall not create a pecuniary liability of the County nor create a general obligation on its part or by the State of South Carolina or any incorporated municipality, but shall be payable solely from the payments received under such Fee Agreement and, under certain circumstances, insurance proceeds and condemnation awards.
- (d) The Fee Agreement shall contain agreements providing for the indemnification of the County and the individual officers, agents and employees thereof for all expenses incurred by them and for any claim of loss suffered or damaged to property or any injury or death of any person occurring in connection with the planning, design, acquisition, construction and carrying out of the Project.
- (e) The Fee Agreement shall contain a provision requiring the Company to make payments in lieu of taxes. Pursuant to the Act, such payments shall continue for a period of up to twenty (20) years from the date of the Fee Agreement and each of, the annual capital investments made under the Fee Agreement for the first five years, not counting the initial year of the Fee Agreement, and any amendments or supplements to the Fee Agreement to the extent permitted by law. The amounts of such payments shall be determined by using an assessment ratio of 6.0%, a fixed millage rate based on the June 30, 2005 millage rate as provided in Section 30(D)(2)(a), and the fair market value (which value is not subject to reassessment as provided in the Act) as determined by using original cost for any real property and original cost less allowable depreciation for any personal property in accordance with Title 12, Chapter 37, Code of Laws of South Carolina 1976, as amended.
- (f) The Fee Agreement shall provide that at the end of the lease term or upon earlier termination of the Fee Agreement, and upon payment of all outstanding indebtedness incurred thereunder, if any, the Company shall have the absolute right, at its option to purchase the Project for one dollar (\$1.00).
- (g) The County and the Company agree, in accordance with the Act, that the Company may dispose of property subject to fee payments, as set forth in this Section.

(1) When the Company disposes of property subject to the fee, the fee payment must be reduced by the amount of the fee payment applicable to that property.

(2) Property shall be considered disposed of for purposes of this Section only when it is scrapped or sold in accordance with the Fee Agreement.

(3) The Company will be allowed to replace personal property subject to the Fee Agreement to the full extent provided by law.

Section 2.4. Upon the request of the Company, the County will permit the planning, design, acquisition, construction and carrying out of the Project to commence prior to the execution and delivery of the Fee Agreement. Contracts for construction and for purchase of machinery, equipment and related real and personal property deemed necessary under the Fee Agreement may be let by the Company.

Section 2.5. Berkeley County Council agrees that this Agreement constitutes a Millage Rate Agreement, within the meaning of the Act, providing the Company with the millage rate legally levied and applicable on June 30, 2005.

Section 2.6. (a) Berkeley County Council does hereby agree, subject to the requirements of Section 4-1-175 of the Act and the Home Rule Act, to undertake the preparation and adoption of an ordinance authorizing the provision of the Infrastructure Credit which shall be made available to pay or reimburse the payment of a portion of or all of the costs of the infrastructure improvements for the Project. The Infrastructure Credit will be payable exclusively from payments the County receives and retains from the Company in lieu of taxes under the Fee Agreement authorized in Section 2.3 hereof. The Infrastructure Credit shall not constitute a general obligation of indebtedness of the County nor a pledge of the full faith and credit or the taxing power of the County. Provided, for so long as the Fee Agreement remains in full force and effect, the Infrastructure Credit shall be paid solely by setoff by the Company against fee in lieu of tax payments due under the Fee Agreement.

(b) The undertakings of the County hereunder are contingent upon the Company providing the County with such further evidence as may be satisfactory to the County as to compliance with all applicable statutes and regulations.

ARTICLE III

UNDERTAKINGS ON THE PART OF THE COMPANY

Section 3.1. Prior to execution of the Fee Agreement and subsequent to this Agreement, the Company may advance any acquisition or construction funds required in connection with the planning, design, acquisition, construction and carrying out of the Project including any infrastructure and be entitled to subject the constructed or acquired property to the Fee Agreement.

Section 3.2. The County will have no obligation to assist the Company in finding a bank and the Company may endeavor to finance the Project to the extent required to finance the cost of the acquisition and installation of the Project and the costs of the fee in lieu of tax transaction.

Section 3.3. If the Project proceeds as contemplated, the Company further agrees as follows:

- (a) To obligate itself to make the payments required by the Act including, but not limited to, payments in lieu of taxes at rates calculated in accordance with Section 2.3 (f) hereof;
- (b) To indemnify, defend, and hold the County harmless from all pecuniary liability and to reimburse it for all expenses to which it might be put in the fulfillment of its obligations under this Agreement and in the implementation of its terms and provisions;
- (c) To perform such further acts and adopt such further proceedings as may be required to faithfully implement its undertakings and consummate the proposed financing;
- (d) To apply for, and use its best efforts to obtain, all permits, licenses, authorizations and approvals required by all governmental authorities in connection with the acquisition, construction, operation and use of the Project;
- (e) To indemnify, defend and hold the County and the individual directors, officers, agents and employees thereof harmless against any claim or loss or damage to property or any injury or death of any person or persons occurring in connection with the planning, design, acquisition, construction, leasing and carrying out of the Project. The Company also agrees to reimburse or otherwise pay, on behalf of the County, any and all expenses not hereinbefore mentioned incurred by the County in connection with the Project. This indemnity shall be superseded by a similar indemnity in the Fee Agreement;
- (f) To invest not less than Eighty Million Dollars (\$80,000,000) in the Project by the fifth succeeding year after the year of the execution of the Fee Agreement.

ARTICLE IV

GENERAL PROVISIONS

Section 4.1. All commitments of the County under Article II hereof are subject to all of the provisions of the Act and the Home Rule Act, including, without limitation, the condition that nothing contained in this Agreement shall constitute or give rise to a pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing powers of either.

Section 4.2. All commitments of the County and the Company hereunder are subject to the condition that the County and the Company agree on mutually acceptable terms and conditions of all documents, the execution and delivery of which are contemplated by the provisions hereof.

Section 4.3. If for any reason this Agreement is not executed and delivered by the Company on or before December 31, 2006 the provisions of this Agreement shall be cancelled and neither party shall have any rights against the other and no third parties shall have any rights against either party except:

- (a) The County will convey to the Company any title it may have acquired to the Project, to the extent of its ownership therein, if any;
- (b) The Company will pay the County for all expenses which have been authorized by the Company and incurred by the County in connection with the planning, design, acquisition, construction and carrying out of the Project and for all expenses incurred by the County in connection with the authorization and approval of the Fee Agreement or this Agreement;
- (c) The Company will assume and be responsible for all contracts for construction or purchase of the Project entered into by the County at the request or direction of the Company in connection with the Project; and
- (d) The Company will pay the out-of-pocket expenses of officers, agents and employees of the County and counsel for the County incurred in connection with the Project and the execution of the Fee Agreement, and will pay fees for legal services related to the Project and the execution of the Fee Agreement.

Section 4.4. The parties understand that the Company may choose not to proceed with the Project, in which event this Agreement shall be cancelled and, subject to parties' obligations described in Section 4.3, neither party shall have any further rights against the other, and no third party shall have any rights against either party.

Section 4.5. To the maximum extent allowable under the Act, the Company may, without the prior consent of the County, assign (including, without limitation, absolute, collateral, and other Assignments) all or a part of its rights and/or obligations under this Inducement Agreement, the Fee Agreement, or any other Agreement related hereto or thereto, to one or more other entities which are "Related Parties" within the meaning of the Internal Revenue Code without adversely affecting the benefits to the Company or its Assignees pursuant to any such Agreement or the Act.

IN WITNESS WHEREOF, the parties hereto, each after due authorization, have executed this Inducement Agreement on the respective dates indicated below.

BERKELEY COUNTY, SOUTH CAROLINA

By: 

James H. Rozier, Jr. Supervisor/Chairman
of County Council, Berkeley County, South Carolina

ATTEST:

By: 

Barbara B. Austin, Clerk to County Council
Berkeley County, South Carolina

Dated: November 28, 2005

PROJECT LIGHTHOUSE

By: _____

Its:

Date: _____, 2005

RESOLUTION**ACKNOWLEDGING AND APPROVING THE SALE, TRANSFER, AND ASSIGNMENT OF THE MEMBERSHIP INTEREST IN DORLASTAN FIBERS LLC FROM LANXESS CORPORATION TO ASAHI KASEI FIBERS AMERICA INC. PURSUANT TO EXISTING FEE-IN-LIEU OF TAXES ARRANGEMENTS WITH BERKELEY COUNTY**

WHEREAS, Berkeley County ("County") and Bayer Corporation, an Indiana corporation ("Bayer") entered into that certain Lease Purchase Agreement dated effective as of December 1, 1999 (the "1999 Lease"), pursuant to Title 4, Chapter 12, of the Code of Laws of South Carolina, 1976, as amended, wherein Bayer agreed to locate in the County certain manufacturing facilities and equipment having a value of not less than \$80,000,000 (the "1999 Project") and make fee in lieu of *ad valorem* tax ("FILOT") payments to the County with respect to the 1999 Project, and the County agreed to take title to the 1999 Project and accept FILOT payments with respect thereto; and

WHEREAS, the County and Bayer, pursuant to Title 4, Chapter 29, of the Code of Laws of South Carolina, 1976, also entered into that certain Third Amended and Restated Lease Purchase Agreement dated effective as of December 18, 1995 (the "Third Restated Lease"), which Third Restated Lease was the most recent of a series of related documents executed by the County and Bayer or its predecessor entities between 1990 and 1995 (being the Third Restated Lease which amended, restated and replaced a Second Amended and Restated Lease Purchase Agreement dated as of August 1, 1994 [the "Second Restated Lease"]; which Second Restated Lease amended, restated and replaced an Amended and Restated Lease Purchase Agreement dated as of July 15, 1993 [the "First Restated Lease"]; which First Restated Lease amended, restated and replaced a Lease Purchase Agreement dated as of February 12, 1990 [the "Initial Lease"]); and

WHEREAS, pursuant to the Third Restated Lease, Bayer agreed to locate certain manufacturing facilities in the County (the "1990-1995 Project") and make FILOT payments to the County with respect to the 1990-1995 Project, and the County agreed to take title to the 1990-1995 Project, accept FILOT payments and issue industrial revenue bonds with respect thereto not exceeding \$450,000,000 pursuant to a related Third Amended and Restated Bond Issuance and Purchase Agreement of the same date; and

WHEREAS, Bayer, with the approval of the County under various Resolutions, has previously assigned and transferred, either directly or indirectly through affiliates, certain of Bayer's rights and interests in portions of the 1990-1995 Project and the 1999 Project (including all rights and obligations of Bayer pursuant to the Third Restated Lease and the 1999 Lease and related documents) to various parties, including (1) Sun Chemical Corporation, a corporation organized and existing under the laws of the State of Delaware, and unrelated to Bayer; (2) Dorlastan Fibers LLC, a Delaware limited liability company ("Dorlastan"), then an affiliate of

BAYER; and (3) LANXESS Corporation, a Delaware corporation ("LANXESS"), then an affiliate of Bayer; and

WHEREAS, the County and Dorlastan entered into that certain Lease Purchase Agreement dated effective as of December 31, 2004 (the "2004 Dorlastan Lease"), pursuant to Title 4, Chapter 12 of the Code of Laws of South Carolina, 1976, as amended, wherein Dorlastan agreed to acquire, construct, and equip additional production and distribution facilities located in the County and having a value of not less than \$5,000,000 (the "2004 Dorlastan Project") and make FILOT payments to the County with respect to the 2004 Dorlastan Project, and the County agreed to take title to the 2004 Dorlastan Project and accept FILOT payments with respect thereto (the 2004 Dorlastan Lease, together with the portions of the Third Restated Lease and the 1999 Lease previously assumed by Dorlastan, being collectively referred to herein as the "Dorlastan Leases"); and

WHEREAS, the County and LANXESS entered into that certain Lease Purchase Agreement dated effective as of December 31, 2004 (the "2004 LANXESS Lease"), pursuant to Title 4, Chapters 12 of the Code of Laws of South Carolina, 1976, as amended, wherein LANXESS agreed to acquire, construct, and equip additional production and distribution facilities located in the County and having a value of not less than \$5,000,000 (the "2004 LANXESS Project") and make FILOT payments to the County with respect to the 2004 LANXESS Project, and the County agreed to take title to the 2004 LANXESS Project and accept FILOT payments with respect thereto (the 2004 LANXESS Lease, together with the portions of the Third Restated Lease and the 1999 Lease previously assumed by LANXESS, being collectively referred to herein as the "LANXESS Leases"); and

WHEREAS, LANXESS, the sole member of Dorlastan, has agreed to sell, assign, and transfer its 100% membership interest in Dorlastan, as asset of LANXESS, (the "Transfer") to an unrelated third-party purchaser, Asahi Kasei Fibers America Inc. (the "Purchaser"); and

WHEREAS, LANXESS, Dorlastan, the Purchaser, and the County desire to evidence the consent and approval by Berkeley County Council for the Transfer pursuant to and in accordance with the Dorlastan Leases, the LANXESS Leases, and related FILOT arrangements, including all rights and obligations of the parties thereunder, and to the release of LANXESS with respect to FILOT payments or other obligations under the Dorlastan Leases; and

NOW, THEREFORE, BE IT RESOLVED by the Berkeley County Council in meeting duly assembled, that:

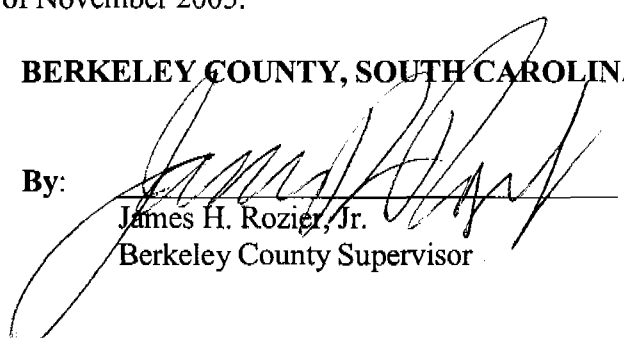
1. The Berkeley County Council approves, acknowledges, and consents to the Transfer as it relates or may relate to, the LANXESS Leases, the Dorlastan Leases, or related FILOT arrangements, including, without limitation, approval of the transfer of any rights and obligations of LANXESS under the Dorlastan Leases to the Purchaser and the release of LANXESS with respect to the Dorlastan Leases and the FILOT payments thereunder, upon provision of written evidence reasonably satisfactory to the County Attorney that the Purchaser is now the owner of the 100% membership interest in Dorlastan.

2. The County Supervisor shall be authorized to execute on behalf of the County such documents (if any) as the County Supervisor, after consultation with the County Attorney, determines are reasonably required in order to further reflect or evidence the above-stated approval by the County, including, without limitation, any modifications to the documents previously executed or approved by the County relating to the 1999 Project, the 1990-1995 Project, the 2004 Dorlastan Project, and the 2004 LANXESS Project, or as may be required in order to clarify any ambiguities or remedy any omissions or errors in the documents, provided that such modifications shall not reduce the amount of FILOT payments required to be made by the parties responsible thereunder.


DONE AND PASSED this 28th day of November 2005.

BERKELEY COUNTY, SOUTH CAROLINA

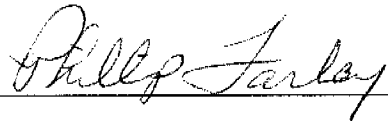
By:


James H. Rozier, Jr.
Berkeley County Supervisor

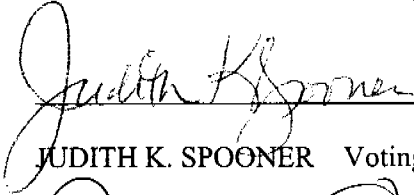
ATTEST:


Barbara B. Austin
Clerk, Berkeley County Council

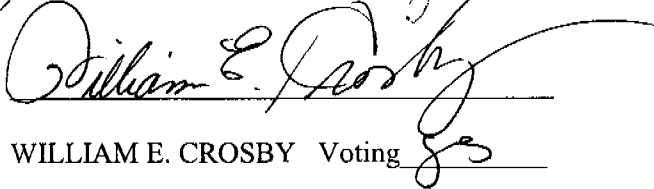
MEMBERS OF COUNTY COUNCIL



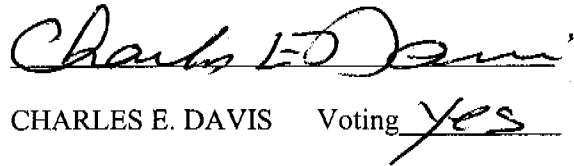
PHILLIP FARLEY Voting yes



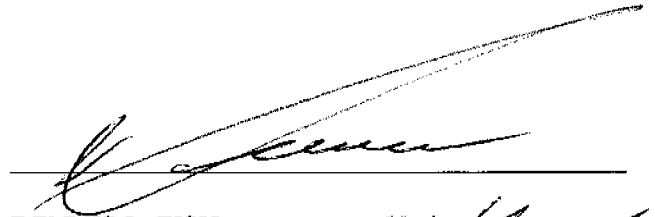
JUDITH K. SPOONER Voting yes



WILLIAM E. CROSBY Voting yes



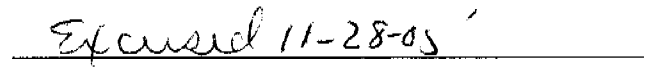
CHARLES E. DAVIS Voting yes



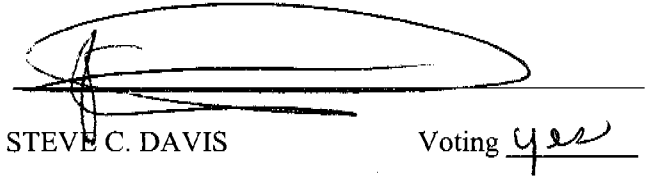
DENNIS L. FISH

Voting yes

DISTRICT 6 - VACANT



CALDWELL PINCKNEY, JR. Voting _____



STEVE C. DAVIS

Voting yes

NOTICE OF SPECIAL MEETING OF BERKELEY COUNTY COUNCIL

Chairman: Mr. James H. Rozier, Jr., Supervisor
Vice Chairman: Mr. William E. Crosby, District No. 3

Members: Mr. Phillip Farley, District No. 1
Mrs. Judith K. Spooner, District No. 2
Mr. Charles E. Davis, District No. 4
Mr. Dennis L. Fish, District No. 5
District No. 6 - Vacant
Mr. Caldwell Pinckney, Jr., District No. 7
Mr. Steve C. Davis, District No. 8

There will be a **Special Meeting** of **BERKELEY COUNTY COUNCIL** on **Monday November 14, 2005**, in the Assembly Room, Berkeley County Administration Building, 1003 Highway 52, Moncks Corner, South Carolina, following the meeting of the Committee on Finance, the Committee on Land Use, the Committee on Public Works and Purchasing, the Committee on Water and Sanitation, the Committee on Community Services and the Committee on Justice and Public Safety at **6:00 p.m.**

CALL TO ORDER

PUBLIC DISCUSSION – Requests to be heard must be made prior to Call to Order and comments must be limited to Agenda items being considered for final action.

EXECUTIVE SESSION to discuss matters relating to the proposed location, expansion, or the provision of services encouraging location or expansion of industries or other businesses in the area served by the County; or the receipt of legal advice where the legal advice relates to a pending, threatened, or potential claim or other matters covered by the attorney-client privilege, settlement of legal claims, or the position of the County in other adversary situations involving the assertion against the County of a claim.

CHAIRMAN OF COUNTY COUNCIL

FIRST READING:

1. **Bill No. 05-99**, an **ordinance** authorizing economic development incentives, including a **fee-in-lieu-of-taxes** arrangement between Berkeley County and **Albany International Corp.**, and other related matters.
[Recommended by Committee on Finance]

RESOLUTION:

1. **Consideration** of a **Resolution** giving an extra day of paid vacation in recognition of the 2005 Christmas Holiday.

[Recommended by Committee on Finance]

2. **Resolution** authorizing an inducement agreement between Berkeley County and **Albany International Corp.**, relating to economic development incentives.

[Recommended by Committee on Finance]

3. **RESOLUTION** to express the general policies and practices of Berkeley County Water and Sanitation Authority limiting, in general, the use or installation of public and private water services and wastewater collection and treatment systems to only those areas within Berkeley County in which property uses are in compliance with the Berkeley County Zoning and Development Standards Ordinance.

UNFINISHED BUSINESS

NEW BUSINESS


ANNOUNCEMENTS

ADJOURNMENT

EXECUTION OF DOCUMENTS BY COUNCIL

PUBLIC DISCUSSION

November 9, 2005


Barbara B. Austin, CCC
Clerk of County Council

SPECIAL MEETING OF BERKELEY COUNTY COUNCIL

Chairman: Mr. James H. Rozier, Jr., Supervisor
Vice Chairman: Mr. William E. Crosby, District No. 3

A **Special Meeting of Berkeley County Council** was held on **Monday November 14, 2005**, in the Assembly Room of the Berkeley County Administration Building, 1003 Highway 52, Moncks Corner, South Carolina, at 7:47 p.m.

PRESENT: Mr. James H. Rozier, Jr., Supervisor, Chairman; Mr. William E. Crosby, Council Member District No. 3, Vice Chairman; Mr. Phillip Farley, Council Member District No. 1; Mrs. Judith K. Spooner, Council Member District No. 2; Mr. Caldwell Pinckney, Jr., Council Member District No. 7; Mr. D. Mark Stokes, County Attorney; and Ms. Barbara B. Austin, Clerk of County Council. Mr. Charles E. Davis, Council Member District No. 4, Mr. Dennis L. Fish, Council Member District No. 5, and Mr. Steve C. Davis, Council Member District No. 8, were excused from this meeting. Vacant, Council District No. 6.

In accordance with the Freedom of Information Act, the electronic and print media were duly notified.

During periods of discussion and/or presentations, minutes are typically condensed and paraphrased.

CALL TO ORDER

Chairman Rozier called the meeting to order.

PUBLIC DISCUSSION – none

EXECUTIVE SESSION – none

CHAIRMAN OF COUNTY COUNCIL

FIRST READING:

Chairman Rozier stated there was one bill for First Reading. Bills for First Reading are not discussed or voted upon. The bills are read into the record by title only and, thereafter, sent to the proper Committee for further consideration.

"BILL NO. 05-99, AN ORDINANCE AUTHORIZING ECONOMIC DEVELOPMENT INCENTIVES, INCLUDING A FEE-IN-LIEU OF TAXES ARRANGEMENT BETWEEN BERKELEY COUNTY AND ALBANY INTERNATIONAL CORP., AND OTHER RELATED MATTERS."

RESOLUTIONS:

"RESOLUTION GIVING AN EXTRA DAY OF PAID VACATION IN RECOGNITION OF THE 2005 CHRISTMAS HOLIDAY."

It was moved by Council Member Crosby and seconded by Council Member Spooner to approve a **resolution** giving an **extra day** of paid vacation in recognition of the 2005 **Christmas** Holiday. The motion passed by unanimous voice vote of Council. (A copy of Resolution No. 05-46 is attached to these minutes.)

"RESOLUTION AUTHORIZING AN INDUCEMENT AGREEMENT BETWEEN BERKELEY COUNTY AND ALBANY INTERNATIONAL CORP., RELATING TO ECONOMIC DEVELOPMENT INCENTIVES."

It was moved by Council Member Spooner and seconded by Council Member Crosby to approve a **resolution** authorizing an **Inducement Agreement** between the County and **Albany International Corp.** The motion passed by unanimous voice vote of Council. (A copy of Resolution No. 05-47 is attached to these minutes.)

"RESOLUTION TO EXPRESS THE GENERAL POLICIES AND PRACTICES OF BERKELEY COUNTY WATER AND SANITATION AUTHORITY LIMITING, IN GENERAL, THE USE OR INSTALLATION OF PUBLIC AND PRIVATE WATER SERVICES AND WASTEWATER COLLECTION AND TREATMENT SYSTEMS TO ONLY THOSE AREAS WITHIN BERKELEY COUNTY IN WHICH PROPERTY USES ARE IN COMPLIANCE WITH THE BERKELEY COUNTY ZONING AND DEVELOPMENT STANDARDS ORDINANCE."

It was moved by Council Member Crosby and seconded by Council Member Spooner to approve a **resolution** expressing the **policies and practices** of the County's **Water and Sanitation Authority**. The motion passed by unanimous voice vote of Council. (A copy of Resolution No. 05-48 is attached to these minutes.)

UNFINISHED BUSINESS – none

NEW BUSINESS

With no objection from Council, Mr. D. Mark Stokes, County Attorney, read a bill into the record for First Reading.

“BILL NO. 05-100, AN ORDINANCE TO AMEND CHAPTER 65, ARTICLE 2, OF THE BERKELEY COUNTY CODE OF ORDINANCES ESTABLISHING A LIMITATION OF THE USE OR INSTALLATION OF PUBLIC AND PRIVATE WATER SERVICES AND WASTEWATER COLLECTION IN TREATMENT SYSTEMS FOR ONLY THOSE AREAS WITHIN BERKELEY COUNTY, IN WHICH PROPERTY USES ARE IN COMPLIANCE WITH THE BERKELEY COUNTY ZONING AND DEVELOPMENT STANDARDS ORDINANCE, AND ESTABLISHING CERTAIN EXCEPTIONS THERETO.”

ANNOUNCEMENTS – none

ADJOURNMENT

It was moved by Council Member Crosby and seconded by Council Member Spooner to **adjourn** the Special Meeting of Council. The motion passed by unanimous voice vote of Council.

Meeting adjourned at 7:50 p.m., for the execution of documents by Council.

EXECUTION OF DOCUMENTS BY COUNCIL

PUBLIC DISCUSSION

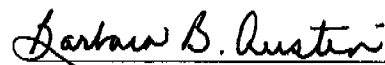
Public Discussion began at 7:54 p.m.

Mr. Willie Powell, 123 Roper Circle, Moncks Corner, addressed Council and stated his concerns regarding youths in the area, especially for fifteen year-olds and older, having no recreation facilities to “keep them off the streets and out of trouble”. Mr. Powell has worked for 13 years at the Roper Wall Street Park trying to provide recreation for children, without any support from the Town of Moncks Corner or Berkeley County. When children reach the age of 15, they are no longer allowed to participate in programs offered by the Moncks Corner Recreation. Mr. Powell accepts these 15-year-olds into the Roper Wall Street Park, trying to provide some sort of recreation for this age group. In conclusion, Mr. Powell indicated that due to a lack of funding, he would not be able to continue providing these services without the help of the Town of Moncks Corner and Berkeley County. He asked Council if there were any plans in the future to provide a recreational center.

Mr. Powell addressed Council with a second concern pertaining to the paving of roads. Mr. Powell stated that there were two streets in the city limits of Moncks Corner unpaved. One of the streets is ROC Street, and the second street is near the fairgrounds. In conclusion, Mr. Powell stated that he held documentation indicating that ROC causes lung cancer, emphysema and other diseases. Mr. Powell asked for Council's assistance in the pavement of ROC Street, and he submitted, to Council, a petition of signatures voicing the same request for assistance.

Rev. Garnett, Pastor of Grace Church, addressed Council and requested information on the procedure for obtaining grants.

Public Discussion ended at 8:07 p.m.



Barbara B. Austin, CCC
Clerk of Council

December 12, 2005

Date Approved

RESOLUTION**GRANTING EXTRA HOLIDAY LEAVE IN
RECOGNITION OF THE 2005 HOLIDAY SEASON**

WHEREAS, Berkeley County Council has authority over County employees pursuant to Section 4-9-3(7) of the Code of Laws of South Carolina, 1976, as amended, and

WHEREAS, in the interest of the good health and welfare of those who help provide services to the citizens of the County, Berkeley County Council has provided county employees through Ordinance No. 93-8-18 with paid holidays which not only recognize some important aspect of American history or tradition but also are appropriately scheduled to provide employees with the most effective and relaxing holiday schedule and to coincide with the holidays granted by the State and our neighboring counties, and

WHEREAS, Berkeley County Council, in the spirit of the Holiday Season, desires to grant an extra day of paid holiday leave for Christmas this year which will be added to the two (2) days established in recognition of Christmas in Ordinance No. 93-8-18 and which were designated to be taken on Friday, December 23, 2005, and Monday, December 26, 2005.

WHEREAS, Berkeley County Council further desires to reward non-exempt emergency personnel who sacrifice being with their families to serve others during the holiday season, Berkeley County Council wishes to grant up to a predefined amount of additional leave to non-exempt emergency personnel who work on Thanksgiving Day (Thursday, November 24, 2005) and Christmas Day (Sunday, December 25, 2005) shifts¹. The extra leave will be determined by the shift the employee works so that the total amount of leave earned will equal the shift worked. For example, an employee who works a 12 hour shift will get an additional 4 hours of leave. An employee who works an 8 hour shift that day will not receive any additional leave.

NOW, THEREFORE, BE IT RESOLVED by the Berkeley County Council that Berkeley County employees will receive an additional day of paid holiday leave in recognition of the 2005 Christmas Season on Tuesday, December 27,

¹ Non-exempt law enforcement personnel including personnel in both the Sheriff's Office and Detention Center will receive up to an additional 4 hours pay per shift. Telecommunicators will receive up to an additional 4 hours pay per shift. EMS personnel will receive up to an additional 16 hours of pay per shift. If the HR Director determines that any other emergency personnel were not addressed in this resolution or if there are any date errors in this resolution, she is authorized to grant an additional amount of leave to those personnel in accordance and within the spirit of this resolution.

2005 and non-exempt emergency personnel will also receive additional leave on Thursday, November 24, 2005 and Sunday, December 25, 2005.

BE IT FURTHER RESOLVED by the Berkeley County Council that the extra day of paid holiday leave is scheduled to occur on Tuesday, December 27, 2005.

ADOPTED this 14th day of November A.D. 2005.

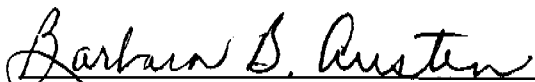
(SEAL)



JAMES H. ROZIER, JR., CHAIRMAN
BERKELEY COUNTY COUNCIL

(SEAL)

ATTEST:



Barbara B. Austin, CCC
Clerk of County Council

MEMBERS OF COUNTY COUNCIL

Phillip Farley
PHILLIP FARLEY Voting yes

Judith K. Spooner
JUDITH K. SPOONER Voting yes

William E. Crosby
WILLIAM E. CROSBY Voting yes

Excused 11-14-05
CHARLES E. DAVIS Voting _____

Excused 11-14-05
DENNIS L. FISH Voting _____

DISTRICT 6 - VACANT

Caldwell Pinckney, Jr.
CALDWELL PINCKNEY, JR. Voting yes

Excused 11-14-05
STEVE C. DAVIS Voting _____

A RESOLUTION**AUTHORIZING AN INDUCEMENT AGREEMENT BETWEEN BERKELEY COUNTY AND ALBANY INTERNATIONAL CORP., RELATING TO ECONOMIC DEVELOPMENT INCENTIVES**

WHEREAS, Albany International Corp. (the "Company"), a corporation organized and existing under the laws of the State of Delaware, is considering the acquisition, construction and equipping of additional facilities for production and distribution of press fabrics and related products, and other lawful purposes (the "Project"), which Project is to be located in Berkeley County, South Carolina (the "County"); and

WHEREAS, Title 4, Chapter 12 (the "FILOT Act"), Code of Laws of South Carolina, 1976, as amended (the "Code") and Title 12, Chapter 44 of the Code (the "Simplified FILOT Act"), (the FILOT Act and the Simplified FILOT Act being collectively referred to herein as the "Acts") permit the County to offer certain economic development incentives in connection with undertakings such as the Project, including, among others, an arrangement for payments in lieu of ad valorem property taxes ("FILOT Arrangement"); and

WHEREAS, the Council has determined that, pursuant to the Acts, (a) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise provided locally, (b) the Project will give rise to no pecuniary liability of the County or any incorporated municipality or a charge against their general credit or taxing power, (c) the purposes to be accomplished by the Project are proper governmental and public purposes, and (d) the benefits of the Project are greater than the costs because of the substantial direct and indirect economic benefits to the County and its residents that are expected, such as new employment, payroll income, purchases of goods and services in the County, etc.

WHEREAS, the FILOT Act permits the County to own the Project and lease it to the Company pursuant to a lease under which the Company would make payments pursuant to the County in amounts sufficient to make the payments in lieu of ad valorem property taxes; and the Simplified FILOT Act permits the County to enter into an alternative fee agreement with the Company pursuant to which the Company would retain title to the Project but would pay fees in lieu of ad valorem property taxes, and

WHEREAS, the Acts permit the County to offer this expansion incentive to industries that are willing to commit to the expenditure of not less than Five Million Dollars (\$5,000,000); and

WHEREAS, it is anticipated that the cost of planning, designing, acquiring, constructing and completing the proposed Project will require expenditures of not less

than Five Million Dollars (\$5,000,000) and could require expenditures of approximately Ten Million Dollars (\$10,000,000) or more; and

WHEREAS, the FILOT Arrangement may provide for an annual payments-in-lieu-of-taxes for not more than twenty years from the date that each portion of the Project is placed in service, and in an amount not less than the ad valorem taxes that would be due on the Project if it were taxable, but using (a) an assessment ratio of six (6%) percent, (b) a fair market value to be determined by the South Carolina Department of Revenue in accordance with the Acts, and (c) a millage rate that is determined by the Company which is consistent with the options permitted by the Acts; and

WHEREAS, County Council has ascertained that the availability of a FILOT Arrangement to the full extent permitted by the Acts is an essential factor under consideration by the Company in determining the desirability of the Project; and

WHEREAS, after due consideration, County Council has determined to grant such assistance and, to that end, has agreed to enter into an inducement agreement with the Company making provisions for the incentives set forth above.

NOW, THEREFORE, BE IT RESOLVED by the Berkeley County Council in meeting duly assembled:

1. The inducement agreement attached hereto as Exhibit A (the "Inducement Agreement") is approved. The County Supervisor (the "Supervisor") is authorized and directed to execute the Inducement Agreement on behalf of the County and the Clerk of the County Council is authorized to and directed to attest to the Inducement Agreement and deliver the approved Resolution and Inducement Agreement to the Company.

2. The County Council and the duly elected officials of the County shall take any and all further action that may become necessary to implement the FILOT Arrangement authorized herein.

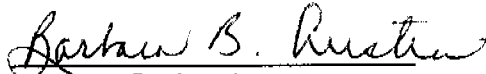
3. It is the intent of the County Council that this Resolution shall constitute an official action on the part of the County relating to the inducement of the Project. This Resolution shall take effect immediately, it being understood that, prior to the execution of a lease purchase agreement or a fee agreement, as permitted by the Acts and as determined by the Company, the County shall adopt an ordinance upon three readings, and that the third reading of the Ordinance shall follow a public hearing to be held not earlier than fifteen (15) days following the publication of a notice to that effect.

DONE AND PASSED this 14th day of November 2005.

By: 

James H. Rozier, Jr. Supervisor
Berkeley County Council Chairman

ATTEST:



Barbara B. Austin
Clerk, Berkeley County Council

MEMBERS OF COUNTY COUNCIL

Phillip Farley

PHILLIP FARLEY Voting yes

Excused 11-14-05

DENNIS L. FISH Voting _____

Judith K. Spooner

JUDITH K. SPOONER Voting yes

DISTRICT 6 - VACANT

William E. Crosby

WILLIAM E. CROSBY Voting yes

Caldwell Pinckney, Jr.

CALDWELL PINCKNEY, JR. Voting yes

Excused 11-14-05

CHARLES E. DAVIS Voting _____

Excused 11-14-05

STEVE C. DAVIS Voting _____

INDUCEMENT AGREEMENT

THIS INDUCEMENT AGREEMENT (the "Agreement") is made and entered into between **BERKELEY COUNTY, SOUTH CAROLINA** (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina (the "State"), and **ALBANY INTERNATIONAL CORP.** (the "Company"), a corporation organized and existing under the laws of the State of Delaware. The County and the Company are sometimes jointly referred to herein as the "parties" or separately referred to as a "party." The effective date of this Agreement shall be the last date on which a party executes this Agreement, as shown on the signature page for this Agreement.

WITNESSETH:**ARTICLE 1****RECITATION OF FACTS**

Section 1.1. As a means of setting forth the matters of mutual inducement that have resulted in the making and execution of this Agreement, the following statements of fact are recited:

- (a) The Company is considering the acquisition, construction and equipping of facilities for production and distribution of press fabrics and related products, and other lawful purposes (the "Project"), which Project is to be located in Berkeley County, South Carolina (the "County").
- (b) The County is a body politic and corporate and a political subdivision of the State. The County is authorized and empowered by the provisions of Title 4, Chapter 12 (the "FILOT Act"), Code of Laws of South Carolina, 1976, as amended (the "Code") and Title 12, Chapter 44 of the Code (the "Simplified FILOT Act"), (the FILOT Act and the Simplified FILOT Act being collectively referred to herein as the "Acts") to offer certain economic development incentives in connection with undertakings such as the Project, including, among others, an arrangement for payments in lieu of ad valorem property taxes ("FILOT Arrangement").
- (c) Through the FILOT Arrangement the industrial development of the State will be promoted and trade will be developed by inducing new industries to locate in the State and by encouraging industries now located in the State to expand their investments and thus utilize and employ manpower and other resources of the State.
- (d) The Project will involve an investment of not less than the Five Million Dollars

(\$5,000,000) required by the Acts for the incentives referred to herein.

- (e) The County Council has determined that, pursuant to the Acts, (a) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise provided locally, (b) the Project will give rise to no pecuniary liability of the County or charge against its general credit or taxing power, (c) the purposes to be accomplished by the Project are proper governmental and public purposes, and (d) the benefits of the Project are greater than the costs because of the substantial direct and indirect economic benefits to the County and its residents that are expected, such as new employment, payroll income, purchases of goods and services in the County, etc.
- (f) The County has ascertained that the Project would be aided by the availability of the assistance that the County might render through the inducement authorized by the Acts for a FILOT Arrangement and certain other incentives. The County has given due consideration to the economic development impact of the proposed expansion and has agreed to enter into a Lease or a Fee Agreement under the Acts, as determined by the Company, providing for payments-in-lieu-of-taxes pursuant to the Acts at the time and on the terms and conditions hereafter set forth.

ARTICLE 2

UNDERTAKINGS ON THE PART OF THE COUNTY

Section 2.1. If the Company elects to proceed under the FILOT Act, the County shall accept title to the Project and enter into a lease agreement (the "Lease") with the Company under which the County will lease the Project back to the Company for the maximum term permitted by the FILOT Act. If the Company elects to proceed under the Simplified FILOT Act, the County shall enter an agreement (the "Fee Agreement") for the maximum term permitted by the Simplified FILOT Act. The provisions of the Lease or the Fee Agreement, as the case may be, shall be substantially in the form generally utilized in connection with the FILOT Act or the Simplified FILOT Act, as agreed upon by the County and the Company. The Lease or Fee Agreement, as the case may be, shall contain, in substance, the following provisions:

- (a) The term of the Lease or Fee Agreement will commence with respect to the ad valorem property tax year during which the Project or any portion of the Project is "placed in service" and shall continue for a period of twenty (20) years thereafter. From the end of the property tax year in which this Agreement is executed, the Company shall have five (5) years in which to enter into the initial Lease or Fee Agreement, but, if the Company determines that the Project

- will not be completed within five (5) years, the Company shall have an additional five (5) years to complete its investment in the Project; provided, however, the minimum investment in the initial five (5) years shall not be less than Five Million Dollars (\$5,000,000). The Company shall make payments-in-lieu-of-taxes during the term of twenty years beginning with the ad valorem property tax year in which the applicable portion of the Project is placed in service. If portions of the Project are "placed in service" during more than one (1) ad valorem property tax year, each year's investment after the first ad valorem property tax year in which that portion of the Project is placed in service shall thereafter be subject to the FILOT Arrangement for period of twenty (20) years after the ad valorem property tax year in which that portion of the Project is placed in service.
- (b) The payments-in-lieu of taxes shall be in an amount not less than the ad valorem taxes that would be due on the Project if it were taxable, but using (a) an assessment ratio of six (6%) percent, (b) for real property, the original income tax basis for South Carolina income tax purposes, without regard to depreciation (unless a different method of valuation is permitted by the Acts and elected by the Company), and (c) for personal property, the original income tax basis for South Carolina income tax purposes, less depreciation allowable for ad valorem property tax purposes, but without allowance for extraordinary obsolescence (unless a different method of valuation is permitted by the Acts and elected by the Company). The applicable millage shall be that set forth in the initial Lease or Fee Agreement and shall be either (as determined by the Company) (i) a fixed millage rate equal to the lower of the cumulative ad valorem property tax millage rate legally levied by the County on behalf of all millage levying entities within the district in which the Project is located, as applicable (x) on the thirtieth (30th) day of June preceding the calendar year in which the initial Lease or Fee Agreement becomes effective (as set forth in the initial paragraph of this Agreement), or (y) the thirtieth (30th) day of June in the calendar year in which the initial Lease or Fee Agreement becomes effective; or (ii) a millage rate as determined in (i), except that every fifth year during the term of the Lease or Fee Agreement the millage rate shall increase or decrease in step with the average actual millage rate applicable in the district where the Project is located, based upon the preceding five-year period.
- (c) The Company shall maintain the Project and carry all proper insurance with respect thereto, insuring against loss or damage or perils generally insured against by businesses similar to the Company, including public liability insurance covering personal injury or property damage with respect to the proposed Project, but the Company may be self-insured to the extent permitted in the Lease or Fee Agreement.

- (d) Any obligations that the County may incur shall not create a pecuniary liability of the County nor create a general obligation on its part or by the State of South Carolina.
- (e) The County and its individual officers, agents and employees shall be indemnified for all expenses incurred by them and for any claim of loss suffered or damage to property or any injury or death of any person occurring in connection with the planning, design, acquisition, construction, and operation of the Project by the Company.
- (f) Any property that is part of the Project and is "disposed of", as defined by the Acts, shall not be subject to payments-in-lieu of taxes. Any property that is placed in service as a replacement for property that is part of the Project shall, at the option of the Company, qualify for the most beneficial payments-in-lieu of taxes treatment permitted by the Acts.
- (g) If a Lease is executed at the end of the term of the Lease, and upon payment of all amounts due to the County thereunder, the Company shall have the option to purchase the Project for no additional consideration.
- (h) In no event will the Project involve investment of less than the Five Million Dollars (\$5,000,000) required by the Acts for the FILOT Arrangement incentives referred to herein, but there is no maximum on the amount that may be invested in the Project. Any investment in the Project by affiliates of the Company within the maximum time periods permitted by the Acts will be deemed to be an investment under this Agreement regardless of whether or not the affiliate is initially a party to this Agreement, provided that (i) such affiliates agree to be bound by applicable agreements with the County relating to the FILOT Arrangement and (ii) if required by the Acts, the South Carolina Department of Revenue shall be notified in writing of all affiliates that have investments in the Project.
- (i) If requested by the Company, in writing, the County shall diligently take all reasonable acts to ensure that the Project is incorporated within the multi-county park created by the County's existing multi-county park agreement on terms that provide the maximum income tax benefits afforded by the laws of South Carolina for projects located within multi-county industrial or business parks.

Section 2.2. The Company will be solely responsible for the planning, design, acquisition, construction and carrying out of the proposed Project. Contracts for construction and for purchase of machinery, equipment and related real and personal

property deemed necessary or desirable by the Company shall be let by the Company. Such activities may commence before execution of the Lease or Fee Agreement.

Section 2.3. The County Council and other officials of the County will perform such other acts and adopt such further proceedings as may reasonably be required to faithfully implement the undertakings of the County and to consummate the proposed financing of the Project by the Company. After consultation with the County Attorney, the County Supervisor may enter into non-substantive modifications to this Agreement as may be mutually acceptable to the County Supervisor and the Company.

ARTICLE III

UNDERTAKINGS ON THE PART OF THE COMPANY

Section 3.1. The Company shall guarantee payment of all obligations hereunder incurred by the County at the request of the Company, including the reasonable fees of legal counsel for the County in reviewing this Agreement and subsequent related documents. The Company shall pay all costs of planning, design, acquisition, construction, and operation of the proposed Project.

Section 3.2. If the Company elects to proceed under the FILOT Act, the Company shall convey title to the Project to the County and enter into a Lease with the County under which the County will lease the Project back to the Company for the term set forth in Section 2.1 (a). If the Company elects to proceed under the Simplified FILOT Act, the County shall enter a Fee Agreement for the term set forth in Section 2.1 (a). The provisions of the Lease or the Fee Agreement, as the case may be, shall be substantially in a form generally utilized in connection with the FILOT Act or the Simplified FILOT Act, as agreed upon by the County and the Company. The Lease or Fee Agreement, as the case may be, shall contain, in substance, the provisions set forth in Sections 2.1 (a) through 2.1 (h).

Section 3.3. If the Company proceeds as set forth in Section 3.2, it shall:

- (a) perform such further acts and adopt such further proceedings as may reasonably be required to faithfully implement its undertakings and complete the Project;
- (b) apply for, and use its best efforts to obtain, all permits, licenses, authorizations and approvals required by all governmental authorities in connection with the acquisition, construction, operation and use of the proposed Project; and
- (c) reimburse or otherwise pay, on behalf of the County, all expenses not

mentioned herein that are reasonably incurred by the County in connection with the proposed Project.

ARTICLE IV

GENERAL PROVISIONS

Section 4.1. All commitments of the County and the Company hereunder are subject to:

(a) the provisions of the Acts; and

(b) for any document contemplated in connection with the FILOT Arrangement and the Project, agreement by the County and the Company on reasonable and mutually acceptable terms not inconsistent with this Agreement.

Section 4.2. If for any reason this Agreement is not executed and delivered to the County by the Company on or before December 31, 2006, the provisions of this agreement shall be canceled, neither party shall have any rights against the other, and no third parties shall have any rights against either party except:

(a) the Company shall pay the County for all expenses that have been authorized by the Company and incurred by the County in connection with the review, planning, design, acquisition, construction and carrying out of the proposed Project;

(b) the Company shall assume and be solely responsible for all contracts for construction or purchase of land, machinery, equipment and related personal property in connection with the proposed Project; and all expenses reasonably incurred by the County in connection with the Lease or the Fee Agreement, including the out-of-pocket expenses of officers, agents and employees of the County and legal counsel for the County incurred in connection with the proposed Project, and the fees for services of legal counsel for the County incurred in connection with the Project.

Section 4.3. At any time prior to the effective date of the initial Lease or Fee Agreement, the Company may, upon notice to the County, elect to subject the Project or portions of the Project to ad valorem property taxes rather than to the payment-in-lieu of ad valorem property taxes authorized herein.

Section 4.4. The signature page of this Agreement may be executed by the County and the Company as a single page or as separate pages. If executed as separate

pages, the two pages, when combined, shall evidence the mutual agreement of the parties.

THE BALANCE OF THIS PAGE IS INTENTIONALLY BLANK.

IN WITNESS WHEREOF, the parties hereto, each after due authorization, have executed this Agreement on the respective dates indicated below.

BERKELEY COUNTY, SOUTH CAROLINA

Date: November 14, 2005

By: _____

James H. Rozier, Jr., Supervisor
Berkeley County Council Chairman

ATTEST:

Barbara B. Austin

Barbara B. Austin
Clerk, Berkeley County Council

ALBANY INTERNATIONAL CORP.

Date: _____, 2005

By: _____

Charles J. Silva, Jr.
Vice President

RESOLUTION

A RESOLUTION TO EXPRESS THE GENERAL POLICIES AND PRACTICES OF BERKELEY COUNTY WATER AND SANITATION AUTHORITY LIMITING IN GENERAL THE USE OR INSTALLATION OF PUBLIC AND PRIVATE WATER SERVICES AND WASTEWATER COLLECTION AND TREATMENT SYSTEMS TO ONLY THOSE AREAS WITHIN BERKELEY COUNTY IN WHICH PROPERTY USES ARE IN COMPLIANCE WITH THE BERKELEY COUNTY ZONING AND DEVELOPMENT STANDARDS ORDINANCE.

WHEREAS, Berkeley County Council has enacted an ordinance providing for certain water and sewer services throughout the unincorporated areas of Berkeley County, Berkeley County Code, Section 65-1, et seq.; and,

WHEREAS, Berkeley County Council has enacted the Berkeley County Zoning and Development Standards ordinance which sets forth certain zoning rules and regulations, including limitations on density, which apply throughout the unincorporated areas of Berkeley County, Berkeley County Code, Appendix A, Article 1.1, et seq.; and,

WHEREAS, Planned Development Districts are permitted, if approved pursuant to Article 8 of the Zoning Ordinance; and,

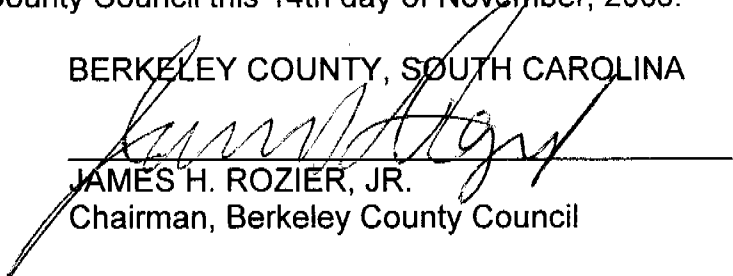
WHEREAS, Berkeley County Council is authorized to enter into certain Development Agreements pursuant to S.C. Code Ann. Section 6-31-10, et seq. (1993, as amended); and,

WHEREAS, Berkeley County Council finds that it is in the best interests of the health, safety, and welfare of the citizens of Berkeley County that certain service area restrictions for wastewater removal and treatment in both the incorporated and unincorporated areas of Berkeley County be expressed as the policy of County Council as the governing body of Berkeley County;

NOW, THEREFORE, BE IT RESOLVED by Berkeley County Council, in a meeting duly assembled, that it is hereby recognized that the policy and intent of Berkeley County Council is to limit the use or installation of public and private water services and wastewater collection and treatment systems to only those areas within Berkeley County, the annexation thereof by a municipality notwithstanding, in which property uses are in compliance with the Berkeley County Zoning and Development Standards ordinance, including but not limited to density regulations, except: 1) where it is currently being provided to properties as of this date; 2) where the water service or wastewater removal and treatment is approved as a component of a Planned Development District; or 3) as an express provision within a Development Agreement approved by Council and executed by its Chairman. Be it provided, however, that such restrictions may be waived at the discretion of the County Supervisor upon a showing of hardship or need by an applicant for the use or installation of a private or public water system or wastewater collection and treatment system.

ADOPTED by the Berkeley County Council this 14th day of November, 2005.

BERKELEY COUNTY, SOUTH CAROLINA


JAMES H. ROZIER, JR.

Chairman, Berkeley County Council

ATTEST:



Barbara B. Austin, Clerk of Council
Berkeley County, South Carolina

MEMBERS OF COUNTY COUNCIL

Phillip Farley
 PHILLIP FARLEY Voting yes

Excused 11-14-05
 DENNIS L. FISH Voting _____

Judith K. Spooner
 JUDITH K. SPOONER Voting yes

DISTRICT 6 - VACANT

William E. Crosby
 WILLIAM E. CROSBY Voting yes

Caldwell Pinckney, Jr.
 CALDWELL PINCKNEY, JR. Voting yes

Excused 11-14-05
 CHARLES E. DAVIS Voting _____

Excused 11-14-05
 STEVE C. DAVIS Voting _____