

NO. 489

AN ORDINANCE

AUTHORIZING THE EXECUTION AND DELIVERY OF A DEVELOPMENT AGREEMENT PURSUANT TO SECTION 6-31-10, *Et. Seq.* CODE OF SOUTH CAROLINA, 1976, AS AMENDED, BETWEEN FAIRFIELD COUNTY, SOUTH CAROLINA AND I-77 PROPERTIES, LLC, A SOUTH CAROLINA LIMITED LIABILITY COMPANY, RELATING TO THE ACQUISITION, CONSTRUCTION AND OPERATION OF A SOLID WASTE DISPOSAL FACILITY TO BE LOCATED IN FAIRFIELD COUNTY, SOUTH CAROLINA, TMS # TMS 228-0-2-1.

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

ARTICLE I

FINDINGS OF FACT

As an incident to the adoption of this Ordinance, and the execution and delivery of a development agreement pursuant to section 6-31-10 *et seq*, the County Council of Fairfield County, South Carolina, finds that the facts set forth in this Article exist, and the statements with respect thereto herein made, are true and correct.

Section 1.01

Pursuant to the provisions of Chapter 31 of Title 6 of the Code of Laws of South Carolina, as amended (the "Enabling Act"), the Fairfield County Council (the "Council"), the governing body of Fairfield County, South Carolina (the "County"), is empowered to execute, deliver, and enter into development agreements in order to provide assurances to developers that upon receipt of development permits it may proceed in accordance with existing laws, policies, and regulations.



### Section 1.02

The Council has heretofore decided that locating a construction and demolition (“C&D”) landfill within the County is of a benefit to the County and to the citizens of the County as a whole. Previously, the County has been required to collect and transport all locally generated C&D waste to a facility in Kershaw County, and has done so at considerable and unnecessary expense. As a result, solid waste disposal costs in Fairfield County are prohibitively expensive. This added expense has led to many instances of unpermitted illegal dumping of C&D waste within the County. I-77 Properties, LLC has proposed the development of a tract of property located in the southern portion of Fairfield County as a C&D landfill facility, and is in the process of obtaining environmental permits for construction and operation of the landfill. This facility will meet Fairfield County’s current and future C&D disposal needs for at least the next twelve years. The facility will also, through a host agreement entered into between the County and I-77 Properties, LLC, provide the County with free C&D waste disposal for County generated waste, provide the Town of Winnsboro with C&D waste disposal at a cost of seven dollars per ton, and provide at-cost disposal of disaster debris generated on County or Town of Winnsboro property. On June 11, 2004, Counsel for I-77 Properties, LLC filed an application in which it requested that the County enter into a development agreement regarding the property in an attempt to ensure the success of the project.

### Section 1.03

Prior to entering into a development agreement, the County is required to conduct two public hearings after notice of such hearing has been published in a newspaper of general circulation in the County. In accordance with such requirement, the County published a notice of intent to consider a Development Agreement in the August 19, 2004, edition of the Herald-Independent, and in the



August 26, 2004 edition. The notice stated that the two hearings would be held on August 23, 2004, and September 13, 2004, at the regularly scheduled Council meetings on those dates. The date of the second hearing was also announced during the August 23, 2004, hearing.

Section 1.04

Sections 6-31-10 and 6-31-30 of the Enabling Act empower the County to enter into Development Agreements to ensure a degree of certainty of approval of developments.

Section 1.05

The Council finds and determines that by the adoption of this Ordinance it has complied with all requirements of the Enabling Act, specifically including Sections 6-31-40, 6-31-50, and 6-31-60 and is now minded, in accordance with the specific authorization of Section 6-31-30 of the Enabling Act, to execute and deliver and enter into a Local Government Development Agreement with I-77 Properties, LLC. The County hereby certifies that construction and operation of the landfill facility is approved and is in accordance with all existing zoning, local ordinances, and land use regulations in existence at the time of the agreement.



ARTICLE II  
EXECUTION AND DELIVERY OF THE  
LOCAL GOVERNMENT DEVELOPMENT AGREEMENT

Section 2.01

Council hereby authorizes the chairman of Council to execute, and deliver a development agreement with I-77 Properties, LLC in the form attached hereto as Exhibit A in accordance with section 6-31-10, *et seq.*

Section 2.02

The Development Agreement is entered into, executed and delivered for the purpose and function of ensuring a degree of certainty in the approval of this development.

ARTICLE III  
SAVING PROVISION

Section 3.01

If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions of the Ordinance.



ARTICLE IV

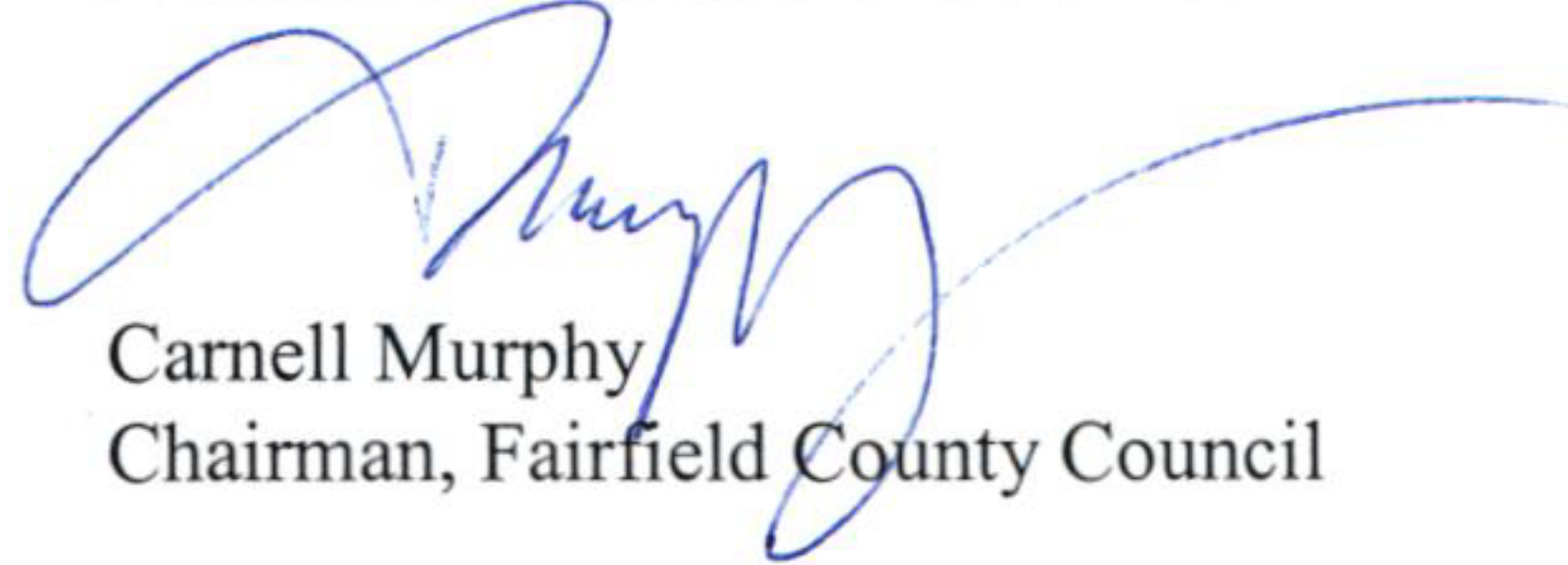
DIRECTION TO INDEX

Section 4.01

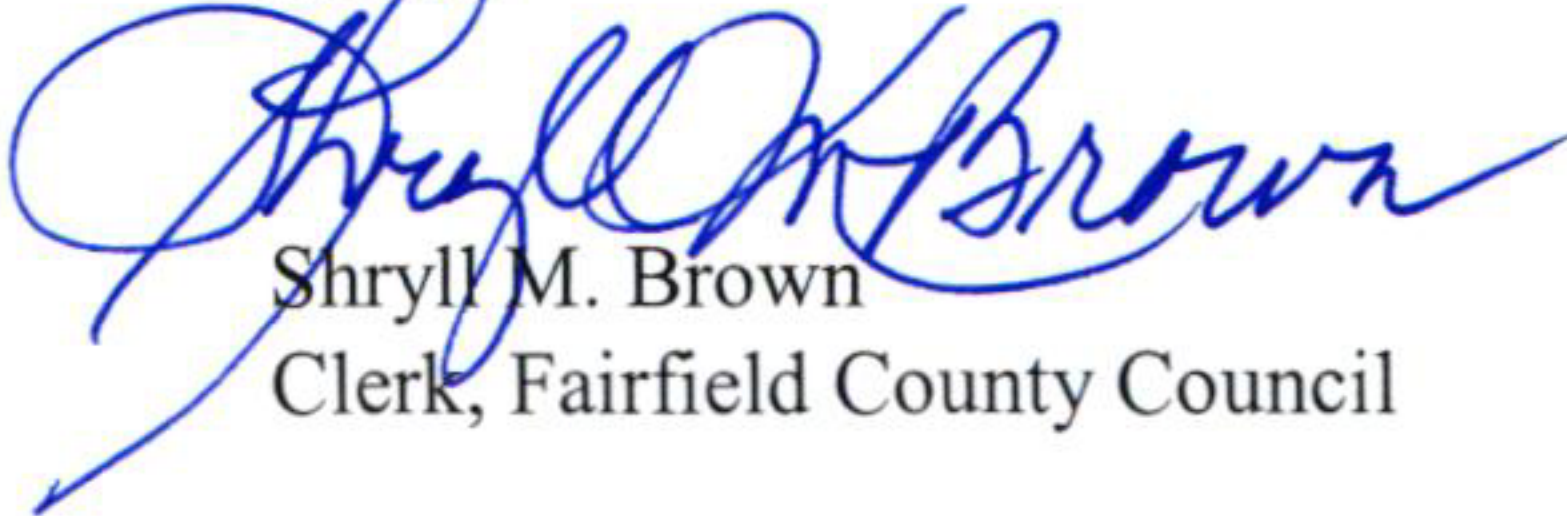
This Ordinance shall be forthwith codified in the Code of Fairfield County Ordinances as required by law and the same shall be indexed under the heading "Local Government Development Agreement with I-77 Properties, LLC – The Execution and Delivery Thereof."

DONE IN MEETING DULY ASSEMBLED, THIS 29<sup>th</sup> day of September, 2004.

FAIRFIELD COUNTY COUNCIL

  
Carnell Murphy  
Chairman, Fairfield County Council

Attest:

  
Shryll M. Brown  
Clerk, Fairfield County Council

1st Reading: September 7, 2004

2nd Reading: September 13, 2004 (Tie Vote)

2nd Reading: September 21, 2004

3rd Reading: September 29, 2004

1<sup>st</sup> Hearing: August 23, 2004

2<sup>nd</sup> Hearing: September 13, 2004



OCT 1 4 34 PM '04  
FAIRFIELD COUNTY  
CLERK OF COURTS  
BETTY

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF FAIRFIELD R ) 103

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into as of the 1<sup>ST</sup> day of October, 2004, by and between I-77 PROPERTIES, LLC, a South Carolina limited liability company having its principal place of business in Columbia, South Carolina (the "Developer"); and the COUNTY OF FAIRFIELD, a political subdivision of the State of South Carolina (the "COUNTY") (collectively, the Developer, and the County are referred to as the "Parties").

WHEREAS, the Developer desires to develop certain real property owned by W.M. Stidham, General and Managing Partner of the Stidham/Hearne Family Limited Partnership, Anne Hays Brice Tallent (Nee Anne Brice) and Tom S. Brice and currently under contract of sale to I-77 Properties, LLC. The property consists of approximately 81.08 acres of land, bounded on the west by I-77 and on the east by Boise Cascade, 800' west of Boney Road, TMS 228-0-2-1. A copy of the legal description of the property is attached hereto as EXHIBIT A.

WHEREAS, pursuant to the South Carolina Local Government Development Agreement Act, codified as Sections 6-31-10 to -160 in the South Carolina Code of Laws, 1976, as amended (the "Act"), the County and the Developer have agreed to enter into this Agreement to set forth the terms and conditions of the development of the Property in order to more fully protect the Developer's development rights;

WHEREAS, the Developer desires to obtain from the County in connection with the development of the Property assurances that: (1) the Property will be appropriately zoned for the



duration of the period of development; (2) upon receipt of development and construction permits the Developer may proceed with the development of and construction on the Property; and (3) the Developer's development rights will be vested for the duration of the period of development;

**WHEREAS**, in connection with the proposed development, the Developer and the County recognize that the scope and term of the planned development under this Agreement accomplish the statutory aims of comprehensive, orderly planning and development within the County.

**WHEREAS**, the County certifies that the property is appropriately zoned RD, which does allow Landfill activity provided that appropriate buffer, setback and screening requirements of the Ordinance of Fairfield County provides, as evidenced by a letter from Ronald D. Stowers, Director of Fairfield Planning, Building, and Zoning, dated April 5, 2002.

**NOW, THEREFORE**, in consideration of the foregoing, the mutual covenants of the Parties herein, and pursuant to the Act, the County and Developer, intending to be legally bound hereby, agree as follows:

**Section 1. Definitions.** Terms not otherwise defined herein have the meaning set forth in the Act, the provisions of which are incorporated herein by reference. As used in this Agreement, the following terms mean:

(A) "Comprehensive Plan" means the County Zoning Plan adopted by the County.

(B) "Land Development Regulations" means ordinances and regulations enacted by the appropriate governing body for the regulation of any aspect of development and includes a local government zoning, rezoning, subdivision, building construction, or sign regulations or any other regulations controlling the development of the Property as such are listed on **EXHIBIT B**.



(C) "Laws" means all ordinances, resolutions, regulations, comprehensive plans, land development regulations, policies and rules adopted by a local government affecting the development of the Property and includes laws governing permitted uses of the Property, governing density, and governing design, improvement, and construction standards and specifications, as such are listed on EXHIBIT C except as provided in Section 6-31-140(A), S. C. Code Ann. (1976).

(D) "Property" means the real property identified by TMS 228-0-2-1. and identified on EXHIBIT A.

(E) "Host Agreement" means Host Agreement for a Long Term Construction, Demolition and Land-Clearing Debris Landfill between the Developer and Fairfield County and shown on EXHIBIT H.

**Section 2. Purpose.** The purpose of this Agreement is to set forth the terms and conditions of the development of the Property in order to protect the Developer's development rights and to accomplish the statutory aims of comprehensive, orderly planning, and development within the County.

**Section 3. Property Covered by Agreement.** The Property covered by this Agreement, and its legal description and the names of the Property's legal and equitable owners, is that as described in EXHIBIT A, which is attached hereto and incorporated herein by reference.

**Section 4. Duration.** Except as may be otherwise provided in this Agreement, this Agreement shall terminate five (5) years from the date of execution.

**Section 5. Development Uses.** The description of the uses proposed by the Developer are those as described in EXHIBIT C.



**Section 6. Development Plan.** The Developer may make modifications in the development plans so long as the development plan remains in accordance with the Land Development Regulations and Laws and this Agreement.

**Section 7. Public Facilities.** No public facilities.

**Section 8. Dedication of Land, Environmentally Sensitive Areas.** There will be no public dedication of land under this development agreement. Developer shall comply with all legal and permit requirements necessary to protect any streams or environmentally sensitive areas.

**Section 9. Local Development Permits.** The County agrees to cooperate with the Developer in the permitting process, including any state and federal permits. The construction of this facility will not require any additional local permits which must be approved for the development of the property. except that if the developer should erect a structure, the developer will first be required to obtain all appropriate building permits as required by the Building Codes. The failure of this Agreement to address a particular permit, condition, term, or restriction does not relieve the Developer of the necessity of complying with the law governing the permitting requirements, conditions, terms, or restrictions.

**Section 10. Finding of Consistency.** The County finds that this Agreement and the authorized development, as permitted or proposed, is consistent with the County's Laws and Land Development Regulations, as applicable. The County further finds that the authorized development is consistent with the County's current Solid Waste Management Plan.



**Section 11. Development Schedule, Changes.**

(A) The schedule for development of the property is to immediately commence development upon receipt of a permit to construct and operate to be issued by the South Carolina Department of Health and Environmental Control.

(B) The County and Developer acknowledge that the schedule for development is an estimate and that events outside the control of the Parties can affect this schedule.

(C) The County agrees that it will not unreasonably withhold consent to any modification to the schedule of development, or to any planned modification or vertical or lateral expansion of the facility during the life of this agreement.

**Section 12. Vested Rights.**

(A) The County agrees that the Developer, upon receipt of its development permits as required herein, may proceed to develop the Property according to the terms and conditions of this Agreement. As of the date of this Agreement, the right to develop the Property is vested with the Developer for the duration of this Agreement.

(B) The County agrees that the Land Development Regulations and Laws in force at the time of execution of this Agreement govern all aspects of the development of the Property for the duration of this Agreement, unless otherwise provided in this Agreement. The Land Development Regulations and Laws in force at the time of execution of this Agreement are those as contained in EXHIBIT B, attached hereto and incorporated by reference.



(C) The County may apply subsequently developed laws to the development of the Property Land Development Regulations and Laws adopted subsequent to the execution of this Agreement only if the County holds a public hearing and determines:

(1) the Land Development Regulations and Laws are not in conflict with the Land Development Regulations and Laws governing this Agreement and do not prevent the development set forth in this Agreement;

(2) the Land Development Regulations and Laws are essential to the public health, safety, or welfare and the Land Development Regulations and Laws expressly state that they apply to the development that is subject to this Agreement;

(3) the Agreement is based on substantially and materially inaccurate information supplied by the Developer.

(D) Notwithstanding the provisions of subsection (C), the Developer agrees to comply with any applicable construction codes subsequently adopted by the County and as authorized by Chapter 9 of Title 6 of the Code.

(E) This section does not abrogate any rights that may vest pursuant to common law or otherwise in the absence of this Agreement.

**Section 13. Periodic Review.**

(A) At least every twelve months, the County zoning administrator shall conduct a review of the Developer's compliance with the terms of this Agreement. At the time of the review, the Developer must demonstrate good faith compliance with the terms of this Agreement.



(B) If, as a result of the periodic review, as conducted pursuant to subsection (A), the County finds and determines that the Developer has committed a material breach of the terms and conditions of this Agreement, then the County may serve notice in writing, within a reasonable time after the periodic review, upon the Developer setting forth with reasonable particularity the nature of the breach and the evidence supporting the finding and determination, and providing the Developer a reasonable time in which to cure the material breach.

(C) If the Developer fails to cure the material breach within the time given, then the County may unilaterally terminate or modify this Agreement. Prior to such termination or modification, the County must first give the Developer the opportunity to:

- (1) Rebut the finding and determination;
- (2) Consent to amend this Agreement to meet the concerns of the County with respect to the findings and determinations.

**Section 14. Amendments, Cancellation, Modifications.** This Agreement may be amended or cancelled by mutual consent of the parties to the Agreement. A major modification of this Agreement may occur only after public notice and a public hearing by the County.

**Section 15. Successors in Interest.** The burdens of this Agreement are binding upon, and the benefits of the Agreement shall inure to, all successors in interest to the parties to this Agreement.

**Section 16. Public Notice and Hearings.** The County represents and warrants that in the deliberations and approval of this Agreement, the County has, in accordance with Section 6-31-50 of the Code: (1) conducted at least two public hearings; (2) advertised in a newspaper of general circulation in the County notice of intent to consider a development agreement; and (3) included in



any required notices the prescribed information.

**Section 17. Recording of Agreement.** The Developer agrees to record this Agreement with the Clerk of Court of the County within fourteen days after the Developer and the County enter into this Agreement.

**Section 18. Later Enacted Federal or State Laws.** In the event state or federal laws or regulations, enacted after this Agreement has been entered into, prevent or preclude compliance with one or more provisions of this Agreement, the provisions of this Agreement must be modified or suspended as may be necessary to comply with the state or federal laws or regulations.

**Section 19. Severability.** If any provision of this Agreement or the application of any provision of this Agreement is held invalid by a court of competent jurisdiction, the invalidity shall apply only to the invalid provision and the remaining provisions of this Agreement, and the application of this Agreement, shall remain in full force and effect.

**Section 20. Governing Law.** This Agreement is governed by, and shall be construed in accordance with the Act and the laws of the State of South Carolina.

**Section 21. Effective Date.** This Agreement is effective upon execution by the County and the Developer.

**Section 22. Executed Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed to constitute an original.



IN WITNESS WHEREOF this Agreement has been duly executed by the parties hereto.

WITNESS:

I-77 PROPERTIES, LLC

Alfred R. Potal  
Donna M. Hunter

By: [Signature]  
Lynn Shealy, Organizer  
Date: 10/1/04

FAIRFIELD COUNTY, SOUTH CAROLINA

[Signature]  
Alex Skissias

By: [Signature]  
Carnell Murphy, Chairman  
Date: 10/1/04



STATE OF SOUTH CAROLINA )

)

PROBATE

COUNTY OF FAIRFIELD )

)

PERSONALLY appeared before me Wynne M. Potos who, on oath says that (s)he saw the within I-77 Properties, LLC by its organizer, Lynn Shealy, sign, seal, and as its act and deed deliver the within Development Agreement, and that (s)he with Donna M. Hunter witnessed the execution thereof.

Wynne M. Potos  
Witness

SWORN to before me this  
1<sup>st</sup> day of October, 2004.

Donna M. Hunter (SEAL)  
Notary Public for South Carolina  
My Commission Expires: 5-15-05



STATE OF SOUTH CAROLINA

COUNTY OF FAIRFIELD

R 113

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PROBATE

PERSONALLY appeared before me Alex Shissias who, on oath says that (s)he saw the within Fairfield County, South Carolina by its Council Chairman, Carnell Murphy, sign, seal, and as its act and deed deliver the within Development Agreement, and that (s)he with W. Thomas Spotts, Jr. witnessed the execution thereof.

Alex Shissias  
Witness

SWORN to before me this  
1<sup>ST</sup> day of October, 2004.

W. Thomas Spotts, Jr. (SEAL)  
Notary Public for South Carolina  
My Commission Expires: 8-31-11

R 113



**EXHIBIT A**

**Real Property**

All that certain piece, parcel, or tract of land lying, being and situate in the County of Fairfield, State of South Carolina, near Blythewood and near the Richland County line containing 81.8 acres, more or less, and being bounded, now or formerly, as follows: northerly by lands of Williamette Industries, Inc., easterly by land of Williamette Industries, Inc., and lands of Mosley, et al., southerly by lands of Mosley, et al, and westerly by Interstate #77. This land is described by Fairfield Tax Map No. 228-0-2-1.



**EXHIBIT B**

**Land Development Regulations and Laws**

**In Force at the Time of Execution of this Agreement**

Ordinance No 336, Zoning Ordinance, Fairfield County: Section 4-26.3, Table I, Division E,  
Section II-6 (Refuse Systems)

Fairfield County Solid Waste Ordinance

Fairfield County Solid Waste Management Plan, Section 9.1.7.



**EXHIBIT C**

**Development Uses**

1. Construction and Operation of a Construction and Demolition and Land-Clearing Waste Disposal Facility not to exceed a maximum vertical height of Four Hundred and Eighty (480') feet above mean sea level.
2. Construction and Operation of a Solid Waste Processing and Recycling Facility
3. Hours of operation for all facilities shall be Monday through Saturday between the hours of 8:00 a.m. and 4:30 p.m.



R 117

**EXHIBIT D**  
**Public Facilities**

1. No public facilities.

R 117



R 118

EXHIBIT E

Land to be Dedicated or Reserved

None.

R 118



**EXHIBIT F**

**Local Development Permits**

1. No local development permits are required, except that if the developer should erect a structure, the developer will first be required to obtain all appropriate building permits as required by the Building Codes.

2. Future Modifications to the County Solid Waste Management Plan as may be required for facility modifications or expansions.



**EXHIBIT G**

**Development Schedule, Changes**

1. Immediate construction of Solid Waste Disposal Facility within 20 days after receipt of permit from South Carolina Department of Health and Environmental Control. Such construction shall continue until facility is complete, unless potential administrative challenges to the permit delay construction. Upon completion, operations shall commence immediately.

2. During the life of this agreement, Developer may obtain additional onsite disposal space for the facility via vertical or lateral expansions



R 121

EXHIBIT H  
Host Agreement

R 121



STATE OF SOUTH CAROLINA	)	HOST AGREEMENT FOR A LONG TERM
	)	CONSTRUCTION, DEMOLITION AND
COUNTY OF FAIRFIELD	)	LAND-CLEARING DEBRIS LANDFILL

WHEREAS, I-77 Properties would like to construct and operate a Long-term Construction, Demolition and Land-Clearing Debris Landfill ("Landfill") in Fairfield County, South Carolina ("County"); and

WHEREAS, Fairfield County as the Host County would be willing for I-77 Properties to do so, so long as the project would be economically beneficial to the County, environmentally acceptable to DHEC and in keeping with the requirements set forth by Fairfield County in this Agreement;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that I-77 Properties and Fairfield County agree as follows:

1. I-77 Properties shall construct and operate a Long-term Construction, Demolition and Land-Clearing Debris in Fairfield County, South Carolina.
2. The location of the property is designated as Fairfield County Tax Map Number 228-00-02-001 and consists of 81.08 acres, more or less, and is bounded on the West by I-77 and on the East by Boise Cascade and is located approximately eight hundred (800) feet West of Boney Road; and has the following coordinates: W80°59.82', Latitude N34°15.52'.
3. Fairfield County shall allow the option of a Construction and Demolition Landfill as long as it is operated in accordance with the terms and conditions of this Host Agreement.
4. The Landfill shall be constructed and operated in accordance with South Carolina Department of Health and Environmental Control (DHEC) rules and regulations.



5. County Council may suspend operations and require the Landfill to be closed if I-77 Properties is in material violation of this Agreement, DHEC requirements or County Ordinances after reasonable notice and opportunity to cure.

6. At reasonable times and upon reasonable notice, Representatives authorized by the County shall have the right to enter and inspect the Landfill and the Landfill records of I-77 Properties.

7. I-77 Properties must report any violation of DHEC requirements to the County Administrator within seventy-two (72) hours after notification by DHEC.

8. All reports required to be submitted to DHEC must be simultaneously submitted to the Fairfield County Administrator.

9. All complaints received from the public must be reported to the Fairfield County Administrator within seventy-two (72) hours, along with any resolution or proposed resolution.

10. I-77 Properties shall buffer the Landfill from the line-of-sight of I-77, using appropriate landscaping techniques.

11. I-77 Properties shall remove and keep clear all debris and unsightly materials in an area five hundred (500) feet from the highway entrance to the landfill.

12. The County and the Town of Winnsboro, South Carolina shall be charged seven (\$7.00) dollars per ton for all County and Town debris.

13. I-77 Properties shall pay to the County a host fee rate of 5% of the rate charged for disposal of debris. The host fee shall be paid by the 10<sup>th</sup> day of each month.

14. The maximum yearly disposal shall not exceed seventy-eight thousand (78,000) tons per year.



15. The maximum life of the Landfill shall be fifteen (15) years unless approved by the County in writing more than one year prior to the expiration of the fifteen (15) year period.

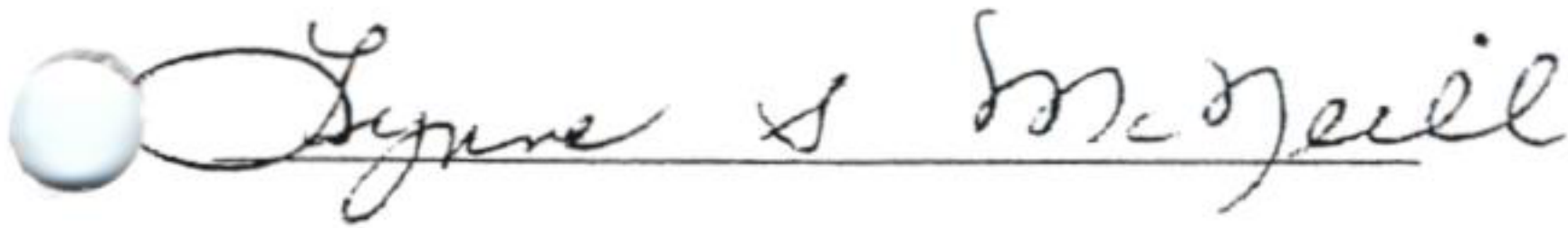
16. I-77 Properties shall post such bond as may be required by DHEC providing for DHEC approved closure of the Landfill in the event of death or bankruptcy of I-77 Properties or its managers/owners.

This Agreement shall be binding on the parties hereto, their successors, personal representative or assigns.

WITNESS, our hands and seals this 24 day of Oct, 2003.

WITNESSES

I-77 PROPERTIES



LYNNE S. McNEILL  
Notary Public for South Carolina  
My Commission Expires 12-17-2011



Clifford P. Fisher  
Its: President



My Commission Expires  
July 2, 2008

FAIRFIELD COUNTY  


Phillip L. Hinley  
Its: County Administrator



STATE OF SOUTH CAROLINA ) SUPPLEMENT TO HOST AGREEMENT FOR  
 ) A LONG TERM CONSTRUCTION,  
 ) DEMOLITION, AND LAND-CLEARING  
 ) DEBRIS LANDFILL  
 COUNTY OF FAIRFIELD ) DATED OCTOBER 24, 2003

Paragraph 12 of the Host Agreement for a Long Term Construction, Demolition and Land-Clearing Debris Landfill dated October 24, 2003 between I-77 Properties and Fairfield County, is hereby supplemented, modified and amended, to read as follows:

“12. The County will be allowed to dispose of all County Waste free of charge, with the exception of Disaster Debris. The definition of “County Waste” is limited to a) Construction and Demolition and Land Clearing Debris (C&D and LCD) collected and transported by County employees and at County expense in the normal course of their duties including waste from the County’s transfer stations and convenience centers, and b) C&D and LCD waste found illegally dumped at unpermitted sites that the County undertakes to clean up and transport to the I-77 Properties facility. Waste generated by county curbside collection or by private contractors hired by the County to perform demolition or land clearing services does not constitute “County Generated Waste.” Waste generated by contractors shall not become “County Generated Waste” simply by virtue of the fact that it is taken to the County’s transfer or convenience stations. “Disaster Debris” is defined as C&D and LCD that is generated on Fairfield County or Towns of Winnsboro and Ridgeway property as a result of an extraordinary weather event or other Act of God, including a hurricane, tornado, flood, earthquake, etc. For Disaster Debris the County or Towns of Winnsboro and Ridgeway shall be charged a rate equal to I-77 Properties, LLC’s actual disposal costs. The rate for disposal of Disaster Debris shall be negotiated in good faith between the parties, but in no event will negotiations over this rate be allowed to delay cleanup or disposal of Disaster Debris. Waste generated by the Towns of Winnsboro and Ridgeway shall be disposed of at a cost of seven (\$7.00) dollars per ton for all Town Generated Waste. The definition of “Town Generated Waste” is limited to a) Construction and Demolition and Land Clearing Debris (C&D and LCD) collected and transported by Town employees and at Town expense in the normal course of their duties including waste from the County’s transfer stations and convenience centers and b) C&D and LCD waste found illegally dumped at unpermitted sites that the Towns undertake to clean up and transport to the I-77 Properties facility. Waste generated by private contractors hired by the Towns to perform demolition or land clearing services does not constitute “Town Generated Waste.” Waste generated by contractors shall not become “Town Generated Waste” simply by virtue of the fact that it is taken to the County’s transfer station or convenience centers.”

Except as supplemented, modified and amended the aforesaid Host Agreement shall remain in full force and effect.

This Agreement shall be binding on the parties hereto, their successors, personal representative or assigns.



WITNESS, our hands and seals this 1<sup>st</sup> day of October, 2004.

WITNESSES

I-77 PROPERTIES

*Donna M. Hunter*  
*Donna M. Hunter*

*Lynn Shealy*  
Lynn Shealy  
Its: Organizer

WITNESSES

FAIRFIELD COUNTY

*Phillip L. Hinley*  
*Phillip L. Hinley*

*Phillip L. Hinley* 10/1/04  
Phillip L. Hinley  
Its: County Administrator

The Within *Development Agreement*  
recorded this *1<sup>st</sup>* day of *Oct*, 2004  
in RECORD BOOK *674* PAGE *103*  
*Betty Jo Beckham*  
Betty Jo Beckham  
Clerk of Court of Common Pleas & General Sessions  
Fairfield County, S. C. EF

FAIRFIELD COUNTY  
CLERK OF COURT  
BETTY JO BECKHAM

Oct 1 4 34 PM '04