



STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR FAIRFIELD COUNTY
ORDINANCE NO. 771

AUTHORIZING AMENDMENTS TO THE REDEVELOPMENT AGREEMENT PROVIDING FOR A NEW COUNTY ADMINISTRATION BUILDING SO AS TO PROVIDE SUPPORT FOR THE ERECTION OF A MONUMENT TO HONOR DR. MARTIN LUTHER KING, JR., OR A SIMILAR HISTORIC FIGURE, AND TO PROVIDE SUPPORT FOR THE USE OF THE TEACHERAGE AS A MUSEUM MEMORIALIZING AFRICAN AMERICAN HERITAGE IN THE COUNTY.

WHEREAS, pursuant to Title 4, Chapter 9 of the Code of Laws of South Carolina, 1976, as amended, Fairfield County, South Carolina ("County"), acting by and through its County Council, ("County Council"), is authorized to enact ordinances, not inconsistent with the Constitution and general law of the State of South Carolina, enter into contracts, to acquire interests in real property, grant occupancy rights in real property, lease real property and transfer real property owned by the County;

WHEREAS, on October 8, 2018, the County Council adopted an Ordinance ("Approving Ordinance") approving, among other things, the redevelopment of the historic Mount Zion Institute into a government complex ("Project") in partnership with I" & Main Development, LLC ("Developer");

WHEREAS, the Approving Ordinance also authorized the execution and delivery of a Redevelopment Agreement by and between the County and MZI Master Tenant, LLC ("Redevelopment Agreement"); and

WHEREAS, the parties have now wish to amend the Redevelopment Agreement to expand the scope of the project to include the erection of a monument to honor Dr. Martin Luther King, Jr., or a similar historic figure, and to provide support for the use of the Teacherage as a museum memorializing African American heritage in the County

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

Section 1. *Findings.* County Council determines that support of the Project authorized hereby fulfills a public purpose and is anticipated to benefit the general public welfare of the County.

Section 2. *Approval of Amendment.* County Council hereby authorizes and directs the County Council Chair, the County Administrator, or their designees, to negotiate, execute and deliver the Amendment, the form, terms and provisions of which are before this meeting and are approved and incorporated into this Ordinance by reference, attached as Exhibit A to this Ordinance.

Section 3. *Further Acts.* County Council authorizes the County Council Chair, the County Administrator, or their designees, as appropriate, following receipt of advice from legal counsel to the County, to take such further acts and negotiate, approve and execute whatever further instruments on behalf of the County as deemed necessary, desirable or appropriate to effectuate the completion of the additions to the project. Any Agreements entered into prior to the effective date of this Ordinance are expressly ratified and confirmed.

Section 4. *Savings Clause.* The provisions of the Ordinance are separable. If any part of this Ordinance is, for any reason, unenforceable then the validity of the remainder of this Ordinance is unaffected.

Section 5. *General Repealer.* Any ordinance, resolution, or other order of County Council, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

Section 6. *Effectiveness.* This Ordinance is effective after third reading and a public hearing.

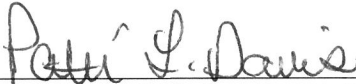
FAIRFIELD COUNTY, SOUTH CAROLINA



Moses Bell, Chair of County Council
Fairfield County, South Carolina

(SEAL)

ATTEST:



Patti L. Davis, Clerk to Council
Fairfield County, South Carolina

READINGS:

First Reading: May 10, 2021
Second Reading: May 24, 2021
Public Hearing: June 14, 2021
Third Reading: June 14, 2021

THIS SECOND AMENDMENT TO LEASE AGREEMENT (this "Amendment") is made effective as of the latest date of execution set forth below ("Amendment Effective Date"), by **MZI MASTER TENANT, LLC**, a South Carolina limited liability company ("Landlord"), and **FAIRFIELD COUNTY, SOUTH CAROLINA** ("Tenant") (Landlord and Tenant may each be referred to herein as a "Party" and collectively as the "Parties").

Statement of Purpose

Landlord and Tenant are parties to a Lease Agreement dated as of October 10, 2018, as amended by that certain First Amendment to Lease Agreement dated January 28, 2020 and as assigned from MZI Holdings, LLC, as landlord, to Landlord (collectively, the "Lease"), for the Premises described in the Lease. The Parties desire to recognize the historical and cultural contributions of African-Americans to Fairfield County, and to the United States of America as a whole, and desire to amend the Lease to allow the Tenant to erect a Monument (defined below) as well as utilize the teacherage building portion of the Premises for a Museum (defined below).

NOW, THEREFORE, for and in consideration of the mutual covenants and promises hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant agree as follows:

1. **Recitals; Defined Terms**. The above recitals are hereby incorporated in and made a part of this Amendment as fully as if set forth verbatim herein. Capitalized terms used but not defined in this Amendment have the meanings given them in the Lease.

2. **Monument**. Landlord is in full support of Tenant erecting a monument to honor Dr. Martin Luther King Jr. or a similar historical figure as determined by the Tenant ("Monument") and will cooperate with the Tenant in good faith to enable the completion of the Monument on the Premises. Landlord and Tenant shall work in good faith to determine the appropriate location of the Monument on the Premises.

3. **Museum**. Landlord is in full support of the Tenant utilizing the teacherage building portion of the Premises as a museum memorializing African-American heritage in Fairfield County ("Museum"). Landlord will cooperate with the Tenant in good faith to enable the establishment of a Museum in the teacherage building and Landlord agrees that Tenant may use the teacherage building as a Museum.

4. **Construction and Costs of Museum and Monument**. Tenant shall be responsible for all costs and expenses of the design, construction and installation of the Museum and Monument on the Premises ("Museum and Monument Construction"). In addition, if the Museum and Monument Construction results in any delays or change orders in Landlord's Work, Tenant agrees to be and shall be solely responsible for payment of all such additional costs and expenses related thereto and shall remit payment to Landlord within fifteen days of request by Landlord.

5. **Miscellaneous**. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original and which together shall constitute one instrument. Signatures transmitted or delivered by facsimile or email shall be deemed originals. To the extent the terms contained in the Lease and this Amendment are inconsistent or contrary, the terms contained in this Amendment shall control. The Parties agree that by signing below, they intend to place their hands and seals upon this Amendment, and that this Amendment shall be considered in every respect to be a sealed instrument. All other terms and conditions of the Lease not expressly modified herein are reaffirmed by Tenant and Landlord and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have signed, sealed and delivered this Amendment to be effective as of the Amendment Effective Date.

LANDLORD:

MZI MASTER TENANT, LLC,
a South Carolina limited liability company [SEAL]

By: [Signature]
Name: Jordan A. Jones
Its: Manager
Date: 6/17/2021

TENANT:

FAIRFIELD COUNTY, SOUTH CAROLINA [SEAL]

By: Fairfield County Council
Name: Moses W. Bell
Its: Chairman
Date: June 14, 2021