



Thousand and No/100 Dollars (\$100,000.00) (the “Earnest Money”) to First American Title Insurance Company (the “Title Company”) within five (5) days of the Effective Date. Seller, Purchaser and the Title Company have executed the Earnest Money Escrow Agreement attached as **Exhibit C** as of the Effective Date. The balance of the Purchase Price shall be paid at Closing (as defined herein).

3. **CLOSING.** Subject to the terms hereof, the sale of the Property (the “Closing”) will be held at the office of the Title Company via “escrow style” closing, so neither party has to attend in person, on the date that is thirty (30) days after the expiration of the Permitting Period (defined below). Closing may occur earlier in the Purchaser’s discretion with at least three (3) days’ prior notice to Seller. **TIME IS OF THE ESSENCE IN THE PERFORMANCE OF THIS CONTRACT.**

4. **DUE DILIGENCE.** Purchaser shall have thirty (30) days following Purchaser’s receipt of the Approval Notice (as hereinafter defined) from Seller (the “Inspection Period”) to enter the Property as needed to do what is reasonably necessary to investigate and plan for the use and development of the Property, and Seller shall cooperate with Purchaser in conjunction with such entry and investigation. Purchaser may make tests related to surface, subsurface, topographic and environmental conditions of the Property. Purchaser will restore any area of the Property disturbed by Purchaser to as near its original condition as reasonably possible. Purchaser will indemnify Seller against any claims or damages incurred by Seller as a result of persons or firms entering the Property on Purchaser's behalf to complete the inspection of the Property; provided, however such indemnification shall not include the mere discovery of a preexisting condition or any failure to report the same. Prior to accessing the Property to perform any physical due diligence, Purchaser will provide Seller with a certificate evidencing Purchaser’s commercial general liability insurance coverage and naming Seller as an additional insured.

If Purchaser is not satisfied for any reason with the Property, Purchaser shall have the right to terminate this Contract by written notice to Seller before the expiration of the Inspection Period, and immediately following such termination the Title Company will pay \$100.00 to Seller (the

“Independent Consideration”), and the balance of the Earnest Money to Purchaser, and thereafter this Contract will be of no further force or effect.

5. AGREEMENT SUBJECT TO FEE AGREEMENT. The terms and provisions of this Contract are subject to all terms, conditions and provisions of the Fee-in-Lieu of *Ad Valorem* Taxes and Special Source Revenue Credit Agreement between Lexington County, South Carolina and Project Tiger (the “Fee Agreement”), which shall be approved, along with this Contract, through the applicable ordinance process.

If Purchaser fails to, pursuant to the terms and conditions of the Fee Agreement, (i) make an investment in real and personal property at the Project (as defined in the Fee Agreement) of not less than Eighty Million and No/100 Dollars (\$80,000,000.00) within the Investment Period (as defined in the Fee Agreement), as the same may be extended, or (ii) create not less than 165 full-time or full-time equivalent jobs in connection with the Project within the Investment Period, as the same may be extended (collectively, the “Investment Obligations”), then the Purchaser shall pay to the Seller a payment equal to the sum of Ten Thousand and No/100 Dollars (\$10,000.00) per acre of the Developable Land (i.e., approximately 68 acres, subject to the adjustments based on the acreage of the Developable Land as determined by the Survey certified to Purchaser) (the “Additional Consideration”). If the Investment Obligations are not satisfied, the Additional Consideration shall be paid by Purchaser within 90 days after the Investment Period ends. Promptly following the delivery and recording of the Deed at Closing, the Purchaser and the Seller shall record a memorandum of agreement, in a form reasonably acceptable to the Purchaser and the Seller, in the Lexington County, South Carolina, Register of Deeds (the “Memorandum”), which Memorandum shall evidence the Purchaser’s obligation to pay to the Seller the Additional Consideration for the Property if the Purchaser fails to fulfill the Investment Obligations pursuant to the terms of the Fee Agreement.

6. PERMITTING PERIOD. Purchaser may apply for and pursue all private approvals and easements required from third parties and all unappealable approvals and permits and governmental

authorizations deemed necessary or appropriate by Purchaser for the access to, and development and operation of, the Property as intended by Purchaser, including Purchaser's receipt of all necessary serviceability and design approvals for rail service at the Property (collectively, including third party approvals, the "Permits"). Seller will cooperate with Purchaser, at no expense to Seller, in applying for, pursuing and obtaining the Permits.

If Purchaser does not obtain the Permits on or before the period expiring one hundred twenty (120) days after the expiration of the Inspection Period (the "Permitting Period"), then Purchaser shall have the option to (i) extend the Permitting Period for a period of sixty (60) days by written notice to Seller prior to the expiration of the Permitting Period (the "Permit Extension Option"), or (ii) terminate this Contract, in which event all Earnest Money will be returned to Purchaser (less the Independent Consideration, which will be paid to Seller), and thereafter this Contract will be of no further force or effect. If Purchaser exercises the Permit Extension Option, the Earnest Money shall be non-refundable, except in the event of Seller's breach or default under this Contract, or if Purchaser fails to obtain the Permits during the Permit Period, as extended.

7. TITLE; SURVEY; OPERATION OF PROPERTY; COVENANTS OF SELLER.

Purchaser will have until the expiration of the Inspection Period to advise Seller in writing of any objections to the title examination or survey ("Survey") of the Land. Purchaser may update the effective date of its title examination or Survey and give notice to Seller of all objections appearing subsequent to the effective date of its previous title examination or Survey, as the case may be. The encumbrances disclosed by Purchaser's title examination or Survey and not objected to by Purchaser are referred to as the "Permitted Exceptions". In addition, if Purchaser subsequently waives an objection in writing, that encumbrance will be included in the Permitted Exceptions. Seller will have ten (10) days after receipt of Purchaser's notice to advise Purchaser in writing of the objections Seller agrees to cure. However, Seller agrees that Seller will remove all monetary encumbrances at or prior to Closing. If Seller fails to respond within the ten (10) day period, then Seller will be deemed to have

declined to cure any of the non-monetary objections in Purchaser's notice. If Seller declines (or is deemed to have declined) to cure any specific non-monetary encumbrances, then Purchaser may elect either (i) to terminate this Contract by written notice to Seller, in which event the Earnest Money will be immediately refunded to Purchaser (less the Independent Consideration, which will be paid to Seller) and this Contract will be of no further force or effect, or (ii) to accept title subject to the specific non-monetary encumbrances.

If Seller agrees in writing to cure a title or survey objection (or is obligated to) and fails to do so, Seller acknowledges that Purchaser will have relied on Seller's agreement to do so and the failure will be a default by Seller. In that event, (a) Purchaser may declare Seller in default and pursue the remedies set forth herein, (b) Purchaser may attempt to cure the objection on Seller's behalf, in which event the Purchase Price will be reduced by the amount equal to the actual cost and expense incurred by Purchaser in curing the defect or objection, (c) Purchaser may accept title to the Property subject to the objection, or (d) any combination of clauses (b) and (c). If Purchaser elects to attempt to cure any objection pursuant to clause (b), Purchaser may extend the Closing for a period not to exceed sixty (60) days. If Purchaser is not successful in curing the objection, then Purchaser may exercise its options under either clauses (a) or (c).

Seller shall, except as otherwise provided in this Contract, (i) operate and maintain the Property in accordance with Seller's past practice and all applicable ordinances, codes, laws, rules, requirements and regulations applicable to the Property, and (ii) maintain all liability insurance with respect to the Property in the form and amounts existing as of the Effective Date.

Seller covenants and agrees that Seller will not (i) change or alter the physical condition of the Property, (ii) grant, create, consent to, or modify any encumbrance benefitting or burdening the Property, (iii) pursue or consent to any rezoning of the Land, (iv) enter into any new agreement or other contract affecting the Property, or any portion thereof, or (v) enter into any agreement to do any of the foregoing.

8. CLOSING COSTS. Purchaser shall be responsible for all closing costs, including deed stamps, recording costs, and attorneys' fees that it may incur. The Seller shall be responsible for preparation of the Deed (defined below) and attorneys' fees that it may incur.

9. PROPERTY TAXES. There will be no property taxes for 2022 since the Seller is a political subdivision and owned the subject property at the beginning of 2022.

10. SURVEY. The Purchaser shall survey the Land to designate the portion of Parcel 10 to be conveyed to Purchaser and provide Seller with a draft of the Survey within sixty (60) days of the Effective Date. The proposed portion of Parcel 10 to be conveyed to Purchaser is subject to Seller's reasonable approval. Seller shall deliver written approval or disapproval (together with the reasonable grounds for disapproval) of the proposed portion of Parcel 10 to be conveyed to Purchaser within ten (10) business days' following receipt of the Survey from Purchaser. Seller's failure to timely respond shall be deemed approval. Upon Seller's approval of the portion of Parcel 10 that will be conveyed to Purchaser, Exhibit A of this Contract shall be deemed automatically amended to insert the as-surveyed legal description of the Land (i.e., Parcel 3 and such approved portion of Parcel 10), and Section 2 of this Contract shall be deemed automatically amended to reflect the final, calculated Purchase Price based upon the actual acreage of the Land as shown on the Survey. If the parties do not agree on the portion of Parcel 10 to be conveyed to Purchaser, either party may terminate the Contract, and the Earnest Money will be returned to Purchaser (less the Independent Consideration, which will be paid to Seller), and thereafter this Contract will be of no further force or effect. The Deed from Seller to Purchaser will contain the legal description prepared from Purchaser's Survey.

11. CONVEYANCE. At Closing, Seller shall execute and deliver the following closing documents to Purchaser: (a) a limited warranty deed conveying marketable fee simple title to the Property to Purchaser free and clear of all liens and encumbrances other than those permitted by this Contract (the "Deed"), (b) an owner's affidavit acceptable to the Title Company sufficient to delete the so-called "standard exceptions" in an ALTA title policy (other than the "survey" exception, which will

be Purchaser's responsibility) and to insure the "gap"<sup>1</sup> between the effective date of the title commitment and the Closing Date, (c) a South Carolina Transferor Affidavit Tax Lien; (d) a certified copy of the ordinance confirming Seller has approved the sale of the Property pursuant to this Contract; (e) a deed transfer tax affidavit for the Deed; and (f) any other documents required under this Contract or deemed reasonably necessary by Purchaser, Seller, or the Title Company. Notwithstanding the foregoing, Seller shall not sign any title insurance affidavit that contains an indemnification clause.

12. CONDITION OF PROPERTY. Property is sold "AS IS."

13. BROKERAGE FEES. Seller is responsible for any brokerage fees.

14. DEFAULT. In the event of default or breach of any term of this Contract by Seller, Purchaser may terminate this Contract and receive a refund of the Earnest Money, and/or pursue any remedy available at law or in equity. In the event of a breach or default of the terms of this Contract by Purchaser, Seller shall be entitled to receive the Earnest Money as its sole and exclusive remedy. Nothing herein shall be deemed to limit Seller's rights under Section 4 hereof

15. NOTICES. Notices will be effective (i) in the case of personal delivery or courier delivery, on the date of delivery, (ii) if by overnight courier, one (1) business day after deposit with all delivery charges prepaid, (iii) if by email, on the date of delivery, provided that a copy of the notice is also sent via overnight delivery, and (iv) in the case of certified mail, the earlier of the date receipt is acknowledged on the return receipt for such notice or five (5) business days after the date of posting by the United States Post Office. The notice addresses for Seller and Purchaser are as follows:

If to Seller:	Department of Economic Development 212 South Lake Drive, Suite 502 Lexington, South Carolina PHONE: (803) 785-6822 EMAIL: <a href="mailto:sjohnson@lex-co.com">sjohnson@lex-co.com</a> ATTN: Sarah J. Johnson
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If to Purchaser:	Chick-fil-A Supply, LLC 5200 Buffington Road
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Atlanta, Georgia 30349  
PHONE: (404) 765-8000  
EMAIL: cfalegalnotice@chick-fil-a.com  
ATTN: Legal Department – Real Estate

With a copy to Purchaser's  
counsel:

Troutman Pepper Hamilton Sanders LLP  
600 Peachtree Street NE, Suite 3000  
Atlanta, Georgia 30308  
PHONE: (404) 885-2617  
EMAIL: [michael.wall@troutman.com](mailto:michael.wall@troutman.com)  
[anna.dix@troutman.com](mailto:anna.dix@troutman.com)  
ATTN: Michael H. Wall, Esq.  
Anna A. Dix, Esq.

16. GENERAL PROVISIONS. No failure of either party to exercise any right given in this Contract or to insist upon strict compliance with any obligation in this Contract, and no custom or practice at variance with the terms of this Contract, will constitute a waiver of either party's right to demand exact compliance with this Contract. Purchaser may assign this Contract to any affiliate of Purchaser without Seller's consent. This Contract may be executed in multiple counterparts, each of which will constitute an original, but all of which taken together will constitute one and the same agreement. All exhibits attached to this Contract are incorporated by reference into this Contract.

17. DAY FOR PERFORMANCE. Wherever there is a date or time period established hereunder that falls or expires on a Saturday, Sunday or holiday, then the applicable day or time period will for all purposes be automatically extended to the next business day.

18. SEVERABILITY. This Contract is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Contract is for any reason and to any extent determined to be invalid or unenforceable, then the remainder of this Contract and the application of the provision to other persons or circumstances will not be affected but rather will be enforced to the greatest extent permitted by law.



19. EFFECTIVE DATE. The "Effective Date" is the date upon which this Contract has been fully executed by Seller and Purchaser and each of Seller and Purchaser has received a fully executed original counterpart.

20. SURVIVAL. All terms of this Contract shall survive the Closing.

21. BINDING AGREEMENT. This Contract shall be binding on both parties, their heirs, successors and assigns.

22. ATTORNEYS' FEES. Each party shall pay for their own attorney fees in regard to this Contract and transaction.

23. EXPIRATION OF OFFER. Purchaser shall keep this offer to Seller open for 60 days after the execution by the Purchaser in order to allow Seller the time necessary to give approval of this Contract through the ordinance process. Within two (2) business days following the approval of the Contract, Seller shall provide written notice of approval to Purchaser, together with a copy of such ordinance (the "Approval Notice").

24. EFFECTIVE AGREEMENT. Upon approval of the Contract as set forth in Section 23 above, this Contract shall constitute a valid and binding agreement, enforceable against Seller. All actions required to authorize the execution and delivery of this Contract by Purchaser have been taken, and this Contract constitutes a valid and binding agreement, enforceable against Purchaser.

25. ENTIRE CONTRACT. This Contract supersedes any and all understandings and agreements between the parties and constitutes the sole and entire agreement between the parties. No oral statements or representations whatsoever shall be considered a part hereof.

26. ATTORNEY SUPERVISION. Seller and Purchaser acknowledge the requirements of South Carolina law for attorney supervision of those aspects of the Closing that the South Carolina Supreme Court has determined to constitute the practice of law (the "S.C. Attorney Supervision Requirements"), and the parties confirm their intention, by entering into this Contract, to fully comply with the S.C. Attorney Supervision Requirements. Matters subject to the S.C. Attorney Supervision

Requirements include, but are not limited to, title examination and preparing of title insurance commitments, preparation of deeds and other closing documents, confirming proper execution of closing documents, recording of closing documents, disbursement of closing proceeds and explanation of pertinent issues related to the Closing.

*[Signatures commence on following page]*

WITNESS the hands and seals of the Seller and Purchaser as set forth below.

THIS Contract having been approved by County of Lexington, South Carolina by ordinance \_\_\_\_\_, upon third reading on \_\_\_\_\_, 2022.

WITNESSES:

\_\_\_\_\_

\_\_\_\_\_  
Witnesses as to Seller

SELLER:

**County of Lexington, South Carolina**

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

Name: **Scott Whetstone**

Title: Chairman, Lexington County Council

DATE OF EXECUTION: \_\_\_\_\_, 2022

*[Signatures commence on following page]*

**PURCHASER:**  
**Chick-Fil-A Supply, LLC**

\_\_\_\_\_  
\_\_\_\_\_  
Witnesses as to Purchaser

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

DATE OF EXECUTION: \_\_\_\_\_, 2022

**EXHIBIT A**

**DESCRIPTION OF LAND**

Attached.

LEGEND				
134	EXISTING MAJOR CONTOUR	UGP	EXISTING UNDERGROUND ELECTRIC	50' WETLANDS BUFFER
136	EXISTING MINOR CONTOUR	⊙	EXISTING ELECTRIC STRUCTURES	EXISTING WETLANDS
PL	PARCEL BOUNDARY	—	EXISTING GAS LINE	EXISTING TREE LINE
-----	ADJACENT PROPERTY LINE	—	EXISTING RIGHT-OF-WAY	EXISTING FLOODWAY
	EXISTING RAIL TRACK	—	EXISTING UTILITY EASEMENT	EXISTING FLOOD PLAN
—BFM—	EXISTING 8-INCH WASTEWATER FORCEMAIN	—	EXISTING STORM DRAINAGE	EXISTING FLOOD ELEVATION
—BWW—	EXISTING 8-INCH GRAVITY WASTEWATER	—	EXISTING ASPHALT PAVEMENT	EXISTING STREAM
—10W—	EXISTING 10-INCH WATERMAIN	—	EXISTING ROADWAY/RAILWAY CENTERLINE	

- STANDARD NOTES**
- PERMITS / LICENSES**
- PRIOR TO THE COMMENCEMENT OF ANY WORK WITHIN THE PROJECT SITE, THE GENERAL CONTRACTOR AND ALL SUB-CONTRACTORS SHALL POSSESS ALL APPLICABLE PERMITTING AND THE OWNER AND ENGINEER WILL BE GIVEN AT LEAST TWENTY-FOUR (24) HOURS NOTICE BEFORE BEGINNING WORK.
- PROCEDURES / RESPONSIBILITIES**
- ALL WETLANDS SOUWAGE TO BE INSTALLED PER THE APPROVED CONSTRUCTION DRAWINGS PRIOR TO ANY LAND DISTURBING ACTIVITIES.
  - TEMPORARY STABILIZATION MEASURES DO NOT HAVE TO BE INITIATED ON THE PORTION OF THE SITE.
  - NECESSARY TO INSTALL TEMPORARY SORE DRAINS DURING CONSTRUCTION. TEMPORARY BERMS MAY BE NEEDED UNTIL THE SLOPE IS BROUGHT TO GRADE. STABILIZATION MEASURES SHALL BE INITIATED AS SOON AS PRACTICABLE IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED, BUT IN NO CASE MORE THAN FOURTEEN (14) DAYS AFTER WORK HAS CEASED, EXCEPT AS STATED BELOW.
    - WHERE STABILIZATION BY THE 14TH DAY IS PRECLUDED BY SNOW COVER OR FROZEN GROUND CONDITIONS STABILIZATION MEASURES MUST BE INITIATED AS SOON AS PRACTICABLE.
    - WHERE CONSTRUCTION ACTIVITY ON A PORTION OF THE SITE IS TEMPORARILY CEASED, AND EARTH DISTURBING ACTIVITIES WILL BE RESUMED WITHIN 14 DAYS, TEMPORARY STABILIZATION MEASURES DO NOT HAVE TO BE INITIATED ON THE PORTION OF THE SITE.
  - ALL SEDIMENT AND EROSION CONTROL DEVICES SHALL BE INSPECTED EVERY CALENDAR WEEK, IF PERIODIC INSPECTION OR OTHER INFORMATION INDICATES THAT A BMP HAS BEEN IMPROPERLY OR INCORRECTLY INSTALLED. THE PERMITTEE MUST ADDRESS THE NECESSARY REPAIR/REPLACEMENT OR MODIFICATION REQUIRED TO CORRECT THE BMP WITHIN 48 HOURS OF IDENTIFICATION.
  - PROVIDE Silt FENCE AND OTHER CONTROL DEVICES AS MAY BE REQUIRED, TO CONTROL SOIL EROSION DURING UTILITY CONSTRUCTION. ALL DISTURBED AREAS SHALL BE CLEANED, GRADED, AND STABILIZED WITH GRASSING IMMEDIATELY AFTER THE UTILITY INSTALLATION. FILL, COVER, AND TEMPORARY SEEDING AT THE END OF EACH DAY ARE RECOMMENDED. IF WATER IS ENCOUNTERED WHILE TRENCHING, THE WATER SHOULD BE FILTERED TO REMOVE SEDIMENT BEFORE BEING PUMPED BACK INTO ANY WATERS OF THE STATE.
  - ALL EROSION CONTROL DEVICES SHALL BE PROPERLY MAINTAINED DURING ALL PHASES OF CONSTRUCTION UNTIL THE COMPLETION OF ALL CONSTRUCTION ACTIVITIES AND ALL DISTURBED AREAS HAVE BEEN STABILIZED. ADDITIONAL CONTROL DEVICES MAY BE REQUIRED DURING CONSTRUCTION IN ORDER TO CONTROL EROSION AND/OR OPPOSITE SEDIMENTATION. ALL TEMPORARY CONTROL DEVICES SHALL BE REMOVED ONCE CONSTRUCTION IS COMPLETE AND THE SITE IS STABILIZED.
  - THE CONTRACTOR MUST TAKE NECESSARY ACTION TO MINIMIZE THE TRACKING OF MUD (ONTO PAVED ROADWAYS) FROM CONSTRUCTION AREAS AND THE GENERATION OF DUST.
  - RESIDENTIAL SUBDIVISIONS REQUIRE EROSION CONTROL FEATURES FOR INFRASTRUCTURE AS WELL AS FOR INDIVIDUAL LOT CONSTRUCTION. INDIVIDUAL PROPERTY OWNERS SHALL FOLLOW THEIR PLANS DURING CONSTRUCTION OR OBTAIN APPROVAL OF AN INDIVIDUAL PLAN IN ACCORDANCE WITH E.C. REG. 72-300 ET SEQ. AND SC#100099.
  - TEMPORARY DIVERSION BERMS AND/OR DITCHES SHALL BE PROVIDED AS NEEDED DURING CONSTRUCTION TO PROTECT WORK AREAS FROM UPSLOPE RUNOFF AND/OR TO DIVERT SEDIMENT LADEN WATER TO APPROPRIATE TRAPS OR STABLE OUTLETS.
  - ALL WATERS OF THE STATE (WOS), INCLUDING WETLANDS, ARE TO BE FLAGGED OR OTHERWISE CLEARLY MARKED IN THE FIELD. A DOUBLE ROW OF SILT FENCE IS TO BE INSTALLED IN ALL AREAS WHERE A 50-FOOT BUFFER CAN NOT BE MAINTAINED BETWEEN THE DISTURBED AREAS AND ALL WOS. A 30-FOOT BUFFER SHOULD BE MAINTAINED BETWEEN THE LAST ROW OF SILT FENCE AND ALL WOS.
  - LITTER, CONSTRUCTION OILS, FUELS, AND BUILDING PRODUCTS WITH SIGNIFICANT POTENTIAL FOR IMPACT (SUCH AS STOCKPILES OF FRESHLY TREATED LUMBER) AND CONSTRUCTION CHEMICALS THAT COULD BE EXPOSED TO STORM WATER MUST BE PREVENTED FROM BECOMING A POLLUTANT SOURCE IN STORM WATER DISCHARGES.
  - A COPY OF THE SWPPP, INSPECTION RECORDS, AND RAINFALL DATA MUST BE RETAINED AT THE CONSTRUCTION SITE OR A NEARBY LOCATION EASILY ACCESSIBLE DURING NORMAL BUSINESS HOURS, FROM THE DATE OF COMMENCEMENT OF CONSTRUCTION ACTIVITIES TO THE DATE THE FINAL STABILIZATION IS REACHED.
  - INITIATE STABILIZATION MEASURES ON ANY EXPOSED STEEP SLOPE (3% OR GREATER) WHERE LAND-DISTURBING ACTIVITIES HAVE BEEN PERMANENTLY OR TEMPORARILY CEASED, AND WILL NOT RESUME FOR A PERIOD OF 7 CALENDAR DAYS.
  - MINIMIZE SOIL COMPACTION AND, UNLESS INFEASIBLE, PRESERVE TOPSOIL AND REPLACE WITHIN ALL GRASSED AND LANDSCAPED AREAS TO A MINIMUM DEPTH OF 6". IF ADDITIONAL TOPSOIL IS REQUIRED TO MEET THE SPECIFICATIONS, THE CONTRACTOR MUST PROVIDE FROM AN OFF-SITE SOURCE.
  - MINIMIZE THE DISCHARGE OF POLLUTANTS FROM EQUIPMENT AND VEHICLE WASHINGS, WHEEL WASH WATER, AND OTHER WASH WATERS. WASH WATERS MUST BE TREATED IN A SEDIMENT BASIN OR ALTERNATIVE TREATMENT TO PROVIDE EQUALIZATION OR BETTER TREATMENT PRIOR TO DISCHARGE.
  - MINIMIZE THE DISCHARGE OF POLLUTANTS FROM DEWATERING OF TRENCHES AND EXCAVATED AREAS. THESE DISCHARGES ARE TO BE ROUTED THROUGH APPROPRIATE BMPs (SEDIMENT BASIN, FLOT BAY, ETC.).
  - THE FOLLOWING DISCHARGES FROM SITES ARE PROHIBITED:
    - WASTEWATER FROM WASHOUT OF CONCRETE, UNLESS MANAGED BY AN APPROPRIATE CONTROL;
    - WASTEWATER FROM WASHOUT AND CLEANOUT OF STUCCO, PAINT, FORM RELEASE OILS, CURING COMPOUNDS AND OTHER CONSTRUCTION MATERIALS;
    - FUELS, OILS, OR OTHER POLLUTANTS USED IN VEHICLE AND EQUIPMENT OPERATION AND MAINTENANCE; AND
    - ADAPTS OR SOLVENTS USED IN VEHICLE AND EQUIPMENT WASHINGS.
  - AFTER CONSTRUCTION ACTIVITIES BEGIN, INSPECTIONS MAY BE CONDUCTED AT A MINIMUM OF AT LEAST ONCE EVERY CALENDAR WEEK AND MUST BE CONDUCTED UNTIL FINAL STABILIZATION IS REACHED ON ALL AREAS OF THE CONSTRUCTION SITE.
  - IF EXISTING BMPs NEED TO BE MODIFIED OR IF ADDITIONAL BMPs ARE NECESSARY TO COMPLY WITH THE REQUIREMENTS OF THIS PERMIT AND/OR SCS WATER QUALITY STANDARDS, IMPLEMENTATION MUST BE COMPLETED BEFORE THE NEXT STORM EVENT WHENEVER PRACTICABLE. IF IMPLEMENTATION BEFORE THE NEXT STORM EVENT IS IMPRACTICABLE, THE SITUATION MUST BE DOCUMENTED IN THE SWPPP AND ALTERNATIVE BMPs MUST BE IMPLEMENTED AS SOON AS REASONABLY POSSIBLE.
  - A PRE-CONSTRUCTION CONFERENCE MUST BE HELD FOR EACH CONSTRUCTION SITE WITH AN APPROVED SITE SWPPP PRIOR TO THE IMPLEMENTATION OF CONSTRUCTION ACTIVITIES. FOR NON-LINEAR PROJECTS THAT DISTURB 29.5 ACRES OR MORE, THIS CONFERENCE MUST BE HELD ON-SITE UNLESS THE DEPARTMENT HAS APPROVED OTHERWISE.
  - AN AS-BUILT SURVEY(S), SIGNED AND SEALED BY A S.C. LICENSED LAND SURVEYOR OR PROFESSIONAL ENGINEER, SHOULD BE SUBMITTED TO LEXINGTON COUNTY FOR DETENTION STRUCTURES ON THIS SITE. THE SURVEY(S) SHOULD SHOW GRADES, CONTIGUOUS, AND DEPTHS FOR ALL STRUCTURES AND SHOULD INCLUDE THE ELEVATIONS AND DIMENSIONS OF ALL OUTLET STRUCTURES, INCLUDING BUT NOT LIMITED TO PIPES, ORIFICES, RISERS, WEIRS, AND EMERGENCY SPILLWAYS.

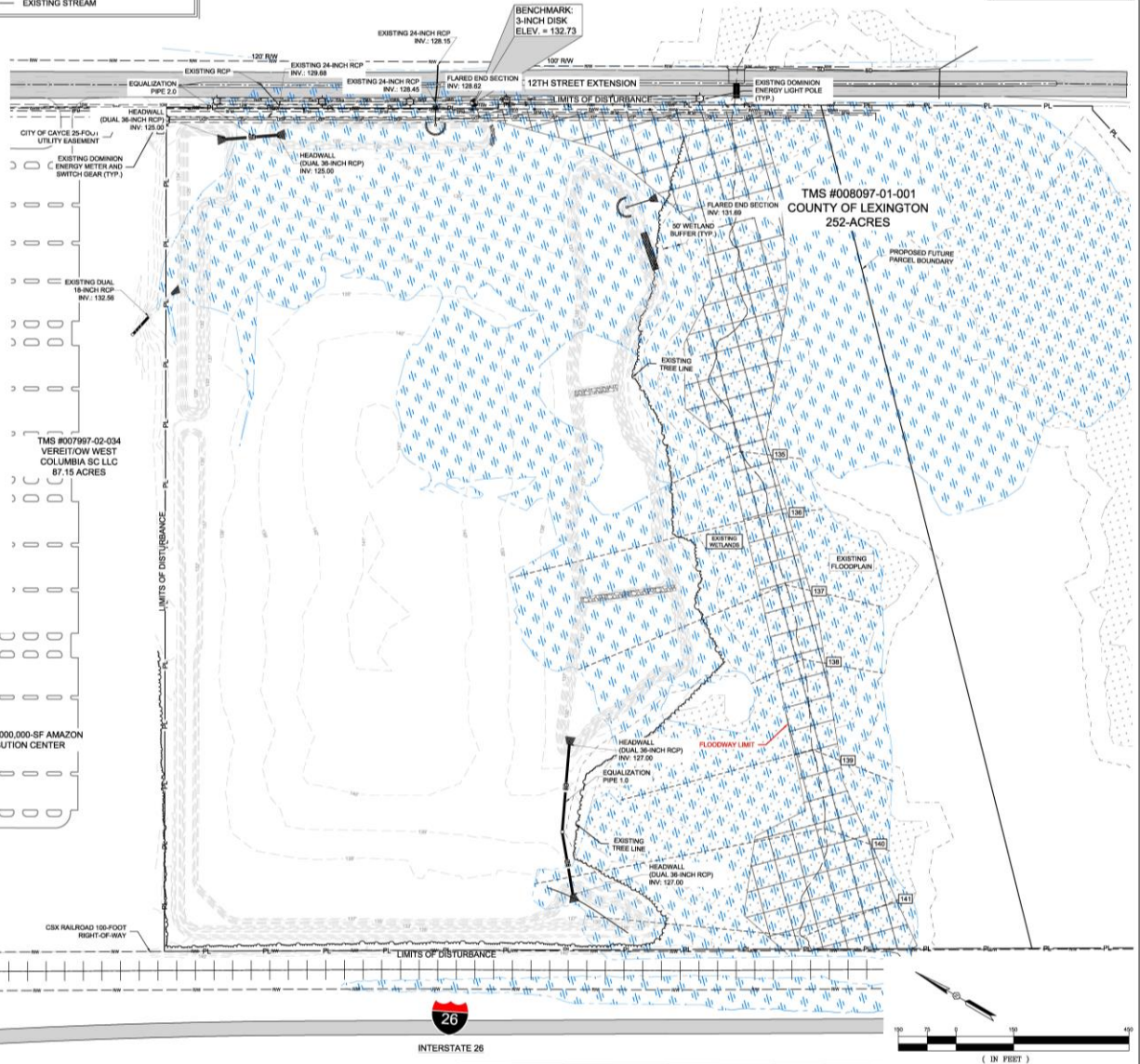
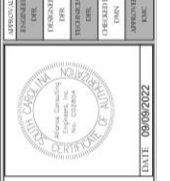
- REFERENCE NOTES:**
- REFERENCE IS MADE TO A TOPOGRAPHIC SURVEY PREPARED BY WILLIAM E. HAYES, PLS DATED OCTOBER 5, 2020 FOR ALLIANCE CONSULTING ENGINEERS, INC. AND AN AS-BUILT SURVEY PROVIDED BY COOLER CONSTRUCTION, INC. DATED DECEMBER 14, 2021.
  - ALL COORDINATES DEPICTED ARE SOUTH CAROLINA STATE PLANE COORDINATES, NAD 83 AND NAVD 88.
  - ELEVATION CONTOURS ARE ONE (1)-FOOT INTERVALS.

**DEVELOPER INFORMATION**

OWNER: GREENBERGFARROW ARCHITECTURE, INC.  
 CONTACT: MR. TODD FLEMING,  
 SITE DEVELOPMENT MANAGER  
 ADDRESS: 1201 REACH TREE STREET NE  
 CITY, STATE: ATLANTA, GEORGIA 30309  
 TELEPHONE: (404) 601-0000

**30% PLAN SET**

NO.	REVISION	DATE

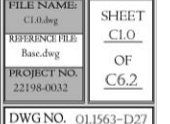


**ALLIANCE CONSULTING ENGINEERS**  
 Alliance Consulting Engineers, Inc.  
 1000 Peachtree Street, NE, Suite 200  
 Atlanta, Georgia 30309  
 Phone: (404) 779-2079 Fax: (404) 779-2078

**EXISTING CONDITIONS AND GENERAL NOTES**

SITE IMPROVEMENTS FOR A ±285,000-SF PROJECT TIGER FACILITY ON THE ± 100-ACRE LOT 3 AT THE ± 800-ACRE SAKE COTHA INDUSTRIAL PARK, NORTH LEXINGTON COUNTY, SOUTH CAROLINA

FILE NAME: C10.dwg	SHEET: C10
REVISION: B	OF: 62
PROJECT NO.: 22198-0032	DWG NO.: 011563-D27



**EXHIBIT B**

**INTENTIONALLY OMITTED**

## EXHIBIT C

### EARNEST MONEY ESCROW AGREEMENT

THIS EARNEST MONEY ESCROW AGREEMENT (this "Agreement") is made and entered into as of the Agreement Date (as defined herein), by and among **CHICK-FIL-A SUPPLY, LLC**, a Georgia limited liability company ("Purchaser"), **COUNTY OF LEXINGTON, SOUTH CAROLINA** ("Seller"), and **FIRST AMERICAN TITLE INSURANCE COMPANY** ("Title Company").

- A. Seller and Purchaser entered into that certain Contract of Sale (the "Contract") executed as of the Effective Date, as defined in the Contract, for certain property located in Lexington County, South Carolina, described in Exhibit A to the Contract (the "Property").
- B. Purchaser and Seller desire that Title Company hold the Earnest Money in escrow as defined in and required under the Contract and this Agreement, subject to the **Conditions of Escrow**, attached to this Agreement.
- C. In consideration of the promises and undertakings in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties covenant and agree as follows:
  1. Purchaser and Seller hereby appoint the **Title Company** as escrow agent.
  2. Purchaser will deliver and deposit with Title Company the amount of **ONE HUNDRED THOUSAND and NO/100 Dollars (\$100,000.00)** representing the Earnest Money as required by the Contract. Title Company will confirm, by written notice to Seller and Purchaser, receipt of the Earnest Money. Title Company agrees to deposit the funds in a money market, interest-bearing account and to hold and disburse the funds as provided in this Agreement. Any additional earnest money required by the Contract will likewise be deposited if and when due with Title Company and will be a part of the "Earnest Money" in this Agreement. Purchaser's Federal Taxpayer Identification Number is: \_\_\_\_\_. All interest will accrue to and be reported to the Internal Revenue Service for the account of Purchaser.
  3. Upon written notification from Purchaser and Seller that the sale is consummated, Title Company will deliver the Earnest Money to Seller to be applied to the purchase price.
  4. Upon written notification from Purchaser and Seller that the sale will not take place, Title Company will deliver the Earnest Money in accordance with the release disbursement instructions also included in this Agreement. Notwithstanding the foregoing, in the event Purchaser terminates the Contract during the Inspection Period (as defined in the Contract) in accordance with the terms of the Contract, Purchaser will provide a copy of the termination to Title Company, and Title Company will immediately deliver the Earnest Money to Purchaser without requiring approval or authorization from Seller.
  5. The parties covenant and agree that in performing any of its duties under this Agreement, Title Company will not be liable for any loss, costs or damage which it may incur in the capacity of Title Company, except for any loss, costs or damage arising out of its own default or gross negligence or willful misconduct. Accordingly, Title Company will not incur any liability with respect to (i) any action taken or omitted to be taken in good faith upon advice of counsel for the parties given with respect to any questions relating to duties and responsibilities, or (ii) any action taken or omitted to be taken in reliance upon any documents, including



but not limited to, any written notice of instruction provided for in this Agreement or in the Contract, not only as to its execution and the validity and effectiveness of its provisions, but also to the truth and accuracy of any information contained in the same, which Title Company in good faith believes to be genuine, to be signed or presented by a proper person or persons and to conform with the provisions of this Agreement.

6. The parties covenant and agree that, in an event of a dispute under this Agreement, the Title Company may, in the Title Company's discretion, tender into the registry or custody of any court of competent jurisdiction sitting in the state where the Property is located, all money held under the terms of this Agreement, together with such legal pleading as is appropriate and will be discharged of its duties under this Agreement. Title Company will be reimbursed for any and all costs and expenses, including reasonable attorney's fees in connection with any such action.

7. Notices will be given in accordance with **Section 15** of the Contract. The address for Title Company is:

First American Title Insurance Company  
201 S. College Street, Suite 1440  
Charlotte, North Carolina 28244  
Phone: (704) 405-3202  
Email: [mmohajerani@firstam.com](mailto:mmohajerani@firstam.com)  
Attn: Mona Mohajerani

8. This Agreement and any amendments hereto may be electronically signed by the parties by the use of DocuSign, which will be treated as an original copy as though ink-signed by officers or other duly authorized representatives of such party.

9. The "**Agreement Date**" is the date on which this Agreement is signed by the last party to sign it, as indicated by the date inserted at the top of that party's signature page to this Agreement.

The undersigned have caused this Agreement to be duly executed under seal as of

\_\_\_\_\_.

**PURCHASER:**

**CHICK-FIL-A SUPPLY, LLC,**  
a Georgia limited liability company

By: \_\_\_\_\_ (SEAL)

Name: \_\_\_\_\_

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

**TITLE COMPANY:**

**FIRST AMERICAN TITLE INSURANCE COMPANY**

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

Name: \_\_\_\_\_

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

(CORPORATE SEAL)

**SELLER:**

**COUNTY OF LEXINGTON, SOUTH CAROLINA**

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

Name: Scott Whetstone

Title: Chairman, Lexington County Council

## CONDITIONS OF ESCROW

### **Title Company accepts this undertaking subject to these Conditions of Escrow:**

1. The Earnest Money may be processed for collection in the normal course of business by Title Company, who may commingle funds received by it with escrow funds of others in its regular escrow account at a nationally recognized bank (the "**Depository**"). Title Company will not be accountable for any incidental benefit which may be attributable to the funds so deposited.
2. Title Company will not be liable for any loss caused by the failure, suspension, bankruptcy or dissolution of the Depository;
3. Title Company will not be liable for loss or damage resulting from: (a) any good faith act or forbearance of Title Company; (b) any default, error, action or omission of any party, other than the Title Company; (c) any defect in the title to any property unless such loss is covered under a policy of title insurance issued by the Title Company; (d) the expiration of any time limit or other delay which is not solely caused by the failure of Title Company to proceed in its ordinary course of business, and in no event where such time limit is not disclosed in writing to the Title Company; (e) the lack of authenticity of any writing delivered to Title Company or of any signature, or the lack of authority of the signatory to sign the writing; (f) Title Company's compliance with all attachments, writs, orders, judgments, or other legal process issued out of any court; (g) Title Company's assertion or failure to assert any cause of action or defense in any judicial or administrative proceeding; and (h) Any loss or damage which arises after the Earnest Money has been disbursed in accordance with the terms of this Agreement.
4. Title Company will be fully indemnified by the parties for all its expenses, costs and reasonable attorney's fees incurred in connection with any interpleader action which Title Company may file, in its sole discretion, to resolve any dispute as to the Earnest Money; or which may be filed against the Title Company. Such costs, expenses or attorney's fees, as well as the fees of Title Company described below, may be deducted from the Earnest Money.
5. If Title Company is made a party to any judicial, non-judicial or administrative action, hearing or process based on acts of any of the other parties and not on the malfeasance and/or negligence of Title Company in performing its duties, the expenses, costs and reasonable attorney fees incurred by Title Company in responding to such action, hearing or process may be deducted from the funds held and the party/parties whose alleged acts are a basis for such proceedings will indemnify and hold Title Company harmless from said expenses, costs and fees incurred.
6. Title Company's fee for acting escrow agent is shown on its Escrow Services and Charges which is available upon request. These fees, which may be paid in advance or will be deducted from the account upon disbursement, are the joint and several obligation of each party to any agreement, sales contract or other writing forming the basis for this escrow undertaking.
7. All controversies, issues, interpretation and other matters relating in any way to these Conditions of Escrow will be interpreted and governed by the laws of the State of Georgia.
8. In the event of any conflict between the terms any provisions of these Conditions of Escrow and the terms and provisions of the Agreement or other document to which this is attached, the terms and provisions of these Conditions of Escrow will prevail.
9. Title Company will be fully indemnified by the other parties and such parties will hold Title Company harmless from all damages, costs, claims and expenses arising from Title Company's performance of its duties under this Agreement, including reasonable attorney's fees, except for those damages, costs, claims and expenses resulting from the gross negligence or willful misconduct of Title Company.