

STATE OF SOUTH CAROLINA)
)
CITY OF CLEMSON)

**INFRASTRUCTURE REIMBURSEMENT
AGREEMENT**
(Patrick Square Inn and ALF)

THIS AGREEMENT made this ____ day of November, 2015 by and between City of Clemson hereinafter called the “City” and Patrick Square, LLC, developer of the Patrick Square planned development project, hereinafter called the “Developer.”

WITNESSETH:

That for and in consideration of the payments and agreements hereinafter mentioned:

1. The Developer proposes to assist financially in the construction of infrastructure improvements necessary to support the project identified as “Patrick Square” and desires to participate in the City’s Infrastructure Reimbursement Program as provided in Chapter 15, Article IV, Section 15-48 of the City of Clemson Code of Ordinances. All terms and conditions established by said ordinance shall govern the execution of this agreement.
2. The development shall be constructed in accordance with the following:
 - a. Plans and Specifications
 - b. Approved Final Subdivision Plat
 - c. Cost Estimate of Eligible Reimbursement Items
 - d. City Standards for Utilities

All plans and specifications shall be prepared and sealed by a Professional Engineer licensed in South Carolina and approved, as required by the Planning Commission of the City of Clemson. Such approval shall also include the written approval of other City departments, boards, or commissions charged with the review and approval of any improvement not otherwise approved by the Planning Commission. Involvement in the Infrastructure Reimbursement Program does not in any way modify or suspend the development review process established by the City of Clemson.

This agreement shall be binding for only the improvements submitted to and approved by the Clemson City Council as part of the Request for Reimbursement provided by the Developer in item 2c. of this Agreement. Any modifications made to the request submitted by the developer shall be noted herein and formally made a part of this agreement.

The City of Clemson shall rebate up to 70% (Seventy percent) of the actual costs related to construction of new sidewalk, curb and gutter, street paving, storm drainage, sanitary sewer, and water distribution construction mutually agreed upon by this document, but not to exceed \$100,000 (One hundred thousand dollars). The City of Clemson shall have full authority and discretion to make the determination as to what costs are related specifically to the costs of the improvements and the City Council's decision shall be final and binding on the parties. All documentation required to dedicate any improvement to the City of Clemson, including surveys and deeds, shall be provided to the City Engineer prior to the City Council's consideration of the request. Upon an affirmative vote of the City Council accepting dedication of the improvement(s), the allowed costs will be added to the amount used in the calculation of the payments made under this agreement. All parties to this agreement hereby acknowledge that the final calculation of the related costs shall not exceed the amount otherwise established by this agreement. Any modifications to this amount shall require execution of a new written agreement. A description of the reimbursable improvements and estimated costs is attached to this agreement as Exhibit A (Engineers Cost Estimate from Blue Water Design, LLC). A sketch plan illustrating the location of infrastructure improvements is attached to this agreement as Exhibit B.

The actual property tax reimbursement of completed development projects will be calculated on an annual basis reflecting the process cited in the above paragraph and the payment will be rebated annually not to exceed 50% (Fifty percent) of City tax revenues actually collected that are directly attributable to the property taxes generated by the commercial development projects of the boutique hotel (Building B), the Assisted Living Facility (Building U) and the Independent Living Building (Building M), which are illustrated on Exhibit C. Late fees and other payment penalties shall not be included in the calculation of the tax revenues received by the City for the purposes of this agreement. City taxes generated from any personal property associated with this project are not subject to inclusion in the calculation of payments. The payments will be made for approved project work begun by November 1, 2015 and be completed by October 30, 2016. The City of Clemson shall make one payment per year based on the cumulative total of allowed expenses from the preceding calendar year. Infrastructure Reimbursement Payments shall be made on or about June 15th of each year for the duration of this agreement, following submittal of paid Pickens County tax receipts for the three development parcel improvements above listed, as illustrated on Exhibit C.

The total amount to be reimbursed shall not exceed seventy percent (70%) of the developer's financial contribution for the improvements outlined in Exhibits A & B, with a cumulative maximum amount of one hundred thousand dollars (\$100,000). Annual property tax reimbursements shall continue for up to a maximum of 10 years or until the reimbursement is complete, whichever occurs first.

3. This Infrastructure Reimbursement Agreement shall be binding upon all parties hereto and is not transferrable. It is agreed by both parties to this agreement that the payments due to the developer under this agreement are not assignable to a third party.

In witness whereof, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in three copies each of which shall be deemed and original on the date first above written.

CITY OF CLEMSON

(Seal)

BY: _____

ITS: Mayor

Typed Name: J.C. Cook, III

ATTEST:

Typed Name & Title: Beverly A. Coleman
City Clerk

DEVELOPER

BY: _____

ITS: Patrick Square, LLC
a South Carolina limited liability company

By: Digital Holdings, L.P.
a South Carolina limited partnership,
its sole member

By Digital of South Carolina, Inc.
A South Carolina corporation
its general partner

Typed Name: Michael Cheezem, its President

Address: 578 Issaqueena Trail
Clemson, SC 29631

ATTEST:

Signature: _____

Printed Name & Title: _____

October 8, 2015

Mr. John Bussey
JMC Design & Development, Inc.
2201 4th Street North - Suite 200
St. Petersburg, FL 33704

RE:
Patrick Square - Pershing Avenue Extension
"Itemized Cost of Construction for Pershing Avenue Extension"
Issaqueena Trail & Hwy. 123 - Clemson, SC

Dear John:

I have itemized the cost of construction below for the extension of Pershing Avenue to connect Issaqueena Trail to approximately the intersection of Thomas Green Boulevard. The estimated distance is 750 LF. Please find the list of values below. Please let me know if you have any questions. Thanks, Paul

Itemized Cost of Construction Items

- Asphalt Pavement - 2,130 SY @ \$21.50/SY = \$45,795.00
- 18" Standard Curb & Gutter - 1,472 LF @ \$12.45/LF = \$18,326.40
- 5' Concrete Sidewalk - 330 SY @ \$25.00/SY = \$8,250.00
- Storm Drainage & Inlets - (8) Inlets & 750 LF of RCP = \$38,750.00
- Sanitary Sewer - (3) Manholes & 350 LF of 8" Main = \$14,750.00
- Water Distribution - 750 LF of 8" Main & Appurtenances = \$25,000.00

- Total Cost of Construction = \$150,871.40

Sincerely,
BLUEWATER CIVIL DESIGN, LLC



Paul J. Harrison, P.E., LEED® AP
Partner

Exhibit A



OWNER	SURVEYOR	CIVIL ENGINEER
COMPANY: PATRICK SQUARE, LLC ADDRESS: 21 NORTH FOURTH ST., SUITE 200 3F, FLEMING, FL 32004 PHONE: 727 421 0022 CONTACT: JOHN BOSLEY EMAIL: JBOSLEY@PATRICKSQUARE.COM	COMPANY: LONG B ASSOCIATES SURVEYING ADDRESS: 802 COLLEGE AVENUE #1 CLEMSON, SC 29631 PHONE: 864 634 5023 CONTACT: TODD BROWN P.E. EMAIL: TSBROWN@LONGPES.COM	COMPANY: BLUEWATER CIVIL DESIGN, LLC ADDRESS: 19 WASHINGTON PARK, SUITE 100 GREENVILLE, SC 29607 PHONE: 864 725 5048 CONTACT: PAUL HARRISON, P.E. EMAIL: PAUL@BLUEWATERCIVIL.COM

SITE PLAN LEGEND

- TYPICAL PAVED ASPHALT AREAS FOR ALLEYS AND LIGHT DUTY PAVEMENT. REFER TO TYPICAL CROSS-SECTIONS & ASPHALT PAVEMENT SECTIONS.
- TYPICAL PAVED ASPHALT AREAS FOR ROADWAYS AND HEAVY DUTY PAVEMENT. REFER TO TYPICAL CROSS-SECTIONS & ASPHALT PAVEMENT SECTIONS.
- TYPICAL CONCRETE SIDEWALKS, DRIVES, & ADA RAMPS.

PROPOSED CENTERLINE OF ROAD
 PROPOSED CURB & GUTTER

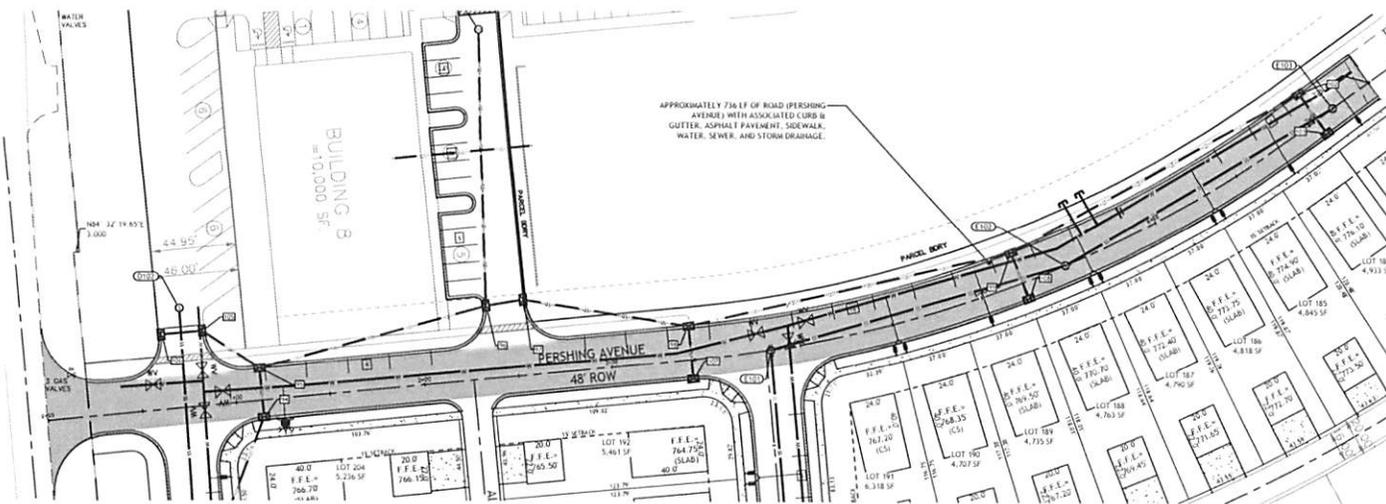
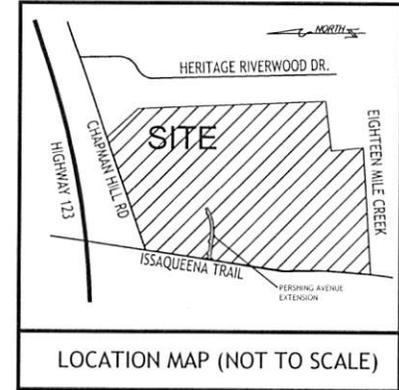
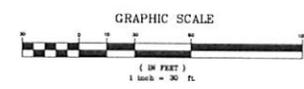


Exhibit B



Know what's below.
Call before you dig.



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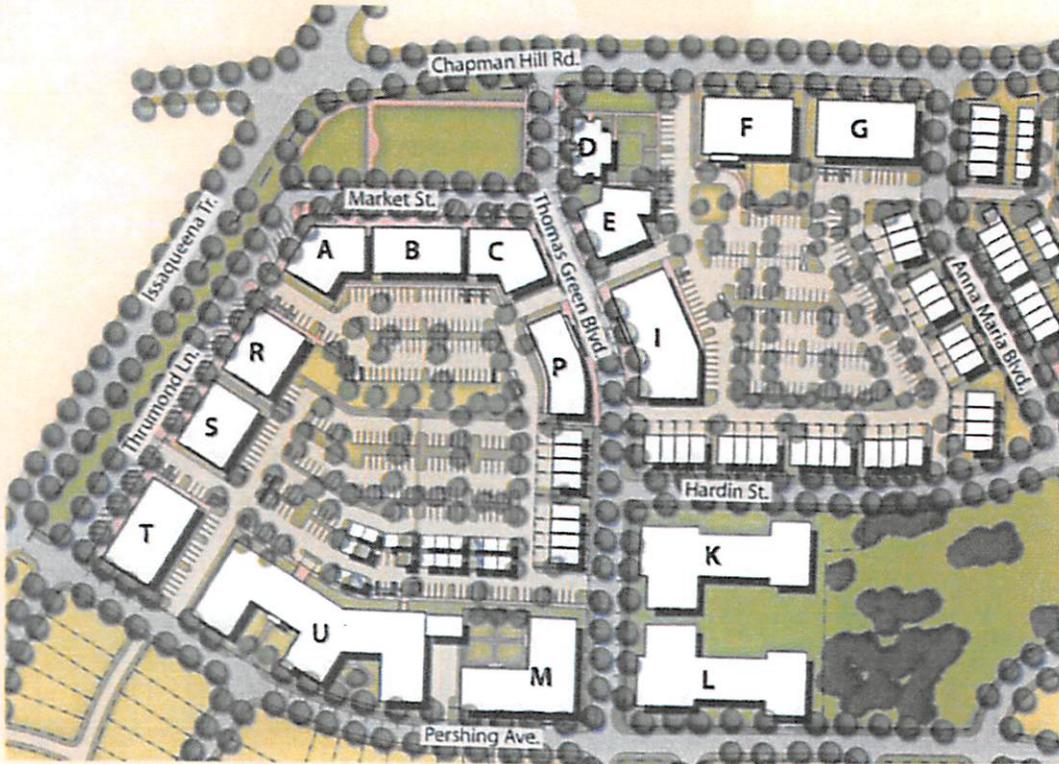
Paul J. Harrison, P.E.
 License No. 17436
 State of South Carolina
 Bluewater Civil Design, PLLC
 19 Washington Park, Suite 101 • Greenville, SC 29607
 www.bluewatercivil.com • info@bluewatercivil.com

Patrick Square
 Phase IX - Residential
 Issaqueena Trail & Hwy. 123
 Clemson, SC



PERSHING AVENUE
 EXHIBIT
C101

Exhibit C



Town Center Site Plan



Patrick Square

Town Center

578 Issaqueena Trail
Clemson, SC 29631
864.654.1500

PatrickSquare.com

Parcel	Sq. Ft.	Stories	Planned Use	Parcel	Sq. Ft.	Stories	Planned Use
A	12000	2	Retail/Office	P	7000	1	Retail/Office
→ B	24000	3	<u>Retail/Inn</u>	R	15000	2	Retail/Office
C	12000	2	Retail/Office	S	15000	2	Retail/Office
D	7673	2	Chezem Education Center	T	10000	2	Retail/Office
E	6000	1	Restaurant	→ U	35000	2	Assisted Living
F	10000	1	Childcare	→ M	65000	3	<u>Independent Living</u>
G	17000	2	Medical/Office		249,673		Total Commercial
I	14000	2	Retail/Office	K & L	60	Units	Residential

Infrastructure Reimbursement Agreement – Patrick Square