

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF GREENVILLE )

SERVICES AGREEMENT

THIS AGREEMENT made and entered into this 10th day of June, 2010, by and between the Brookfield Special Tax District (hereinafter referred to as the "District") and the Brookfield Recreation Association (hereinafter referred to as the "Association").

1. **The District.** The District is a special tax district established by Greenville County Council on February 21, 1989 by Ordinance No. 1949. The governing body of the District is the District Commission, a five (5) member commission elected by District voters, which is charged with maintaining and operating the District. Pursuant to the authority granted to County Council by S.C. Code Ann. § 4-9-30(5)(a)(i), in November 2009, the electors of the District approved an amendment to their District authorities with eighty-five and 11/100 percent (85.11%) of the electors voting favorably on the ballot questions. On March 16, 2010, County Council passed Ordinance No. 4344 to update the purposes of the District to include and authorize the following new powers:
  - (a) to maintain and improve the Brookfield Community Recreation Facilities and the lands surrounding them, specifically including the pool, club house, and tennis courts;
  - (b) to levy and collect a one-time special assessment of Sixty-Five and 00/100 (\$65.00) Dollars on all real property within the boundaries of the District to repair, improve and upgrade the Brookfield Community Recreation Facilities, specifically the pool and tennis courts; and
  - (c) to levy and collect a maximum uniform service charge not to exceed Fifty and 00/100 (\$50.00) Dollars annually on all real property within the boundaries of the District to provide sufficient annual revenue to maintain and promote the Brookfield Community Recreation Facilities.

2. **The Association.** The Association is a non-profit corporation organized and existing under the laws of the State of South Carolina operating in the Brookfield and Pelham Creek neighborhoods. The Association currently owns, operates and maintains recreational facilities including a swimming pool, building with restroom facilities, tennis courts, baby pool, picnic area, grounds and parking lot with basketball goal (hereinafter collectively referred to as the "Facilities".) The governing body of the Association is a board of directors consisting of minimum of seven (7) members, elected by the members of the Association.
3. **Annual Funding for Recreational Purposes.** In furtherance of the recreational purposes of the District, the District agrees to provide funding to the Association for the improvement and maintenance of Facilities by transfer of the amounts raised by the one-time levy appearing in Section 1(b) and the amounts raised by the annual levy appearing in Section 1(c) of this agreement.

Monies provided in accordance with Section 1(b) and 1(c) above shall be transferred to the Association within 30 days of receipt. Such monies shall be used only to maintain or improve the recreational facilities; they may not be used for operating expenses.

The District shall, at least annually, provide the Association with a statement of the monies received in accordance with Section 1(b) and 1(c) above. The Association may, at its own expense and not more than once a year, require an independent audit of the District's finances.
4. **Access to Facilities.** The Association shall provide all residents of the District a discount from the full membership fee equal to the then current annual levy collected in accordance with Section 1(c). As an additional service, residents of the District shall be granted complimentary access to the pool house restroom facilities during normal pool operating hours.

5. **Accounting of Funds.** All funds paid to the Association shall be fully accounted for with annual reports to the District. The Association shall, in advance of each fiscal year, prepare a budget for the next year showing, at least, planned operating, maintenance and improvement expenditures for the year and ending balances in all accounts. The Association shall, at the end of each fiscal year, prepare a financial report showing actual income and expenditures for the year and ending balances in all accounts. The District may, at its own expense and not more than once a year, require an independent audit of the Association's finances. The Association shall provide to the District additional information on expenditures of funds in a timely manner upon its request.
6. **District Representation on Association Board** An elected member of the District shall be a voting member of the Association Board.
7. **Limitation of Liability.** The District shall not be responsible for any claim or liability for injury or loss allegedly arising from the construction, repairs, or maintenance of the Facilities by virtue of contributing funds. The Association agrees to defend, indemnify and hold the District harmless from and against any and all claims, losses, damages, charges, demands, costs and/or expenses, including reasonable attorney's fees for the defense thereof, arising from the demolition, construction, or maintenance of the Facilities by virtue of contributing funds for continuing maintenance of the Facilities pursuant to this Agreement. The Association expressly agrees to defend the District, through counsel satisfactory to the District, against any claims brought or filed against the District, where such claim or action involves, in whole or in part, the subject of the indemnity contained herein, whether such claims or actions are rightfully or wrongfully brought or filed.

8. **Ownership and Management of the Facilities.** The Facilities are and shall continue to be owned and managed by the Association. The District's contribution of funds for the maintenance or repair of the Facilities does not impart any ownership rights or duty to manage the Facilities on to the District.
9. **Term of Agreement.** This Agreement shall be effective upon execution by both parties and shall remain in force for an initial period of ten (10) years, unless terminated in accordance with Paragraph 11 below of this Agreement, and shall be renewed automatically for successive terms of five (5) years.
10. **Notices.** All notices made pursuant to this Agreement shall be in writing and delivered personally or sent by registered or certified mail, return receipt requested, to the parties at their respective addresses set forth below:

**BROOKFIELD SPECIAL TAX DISTRICT**

Conny M. Walker  
 Chairman  
 3 Lynchester Road  
 Greenville, SC, 29615

**BROOKFIELD RECREATION  
 ASSOCIATION**

John H. Heckman, Esquire  
 President and Chairman  
 112 Doverdale Road  
 Greenville, SC 29615

Any party may change the person to whom notices are to be sent by giving ten (10) calendar days written notice of such change to the other party.

11. **Termination.** Unless sooner terminated as provided below, either party may terminate this Agreement by written notice provided to the other party at least one year prior to the end of any term.

In addition, this agreement shall expire upon:

- a. The permanent closing of the recreational facilities; OR
- b. Dissolution of either of the parties to the Agreement; OR
- c. A binding determination is made that the District cannot legally collect the levies listed in 1(b) and 1(c) of this Agreement, AND
- d. Final passage of an ordinance by the Greenville County Council rescinding Ordinance 4344.

- 12. **Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other party.
- 13. **Modifications.** This terms and conditions contained in this Agreement shall not be modified or varied unless in writing and signed by both parties.
- 14. **Entire Agreement.** This Agreement represents the entire agreement between the parties and supersedes any and all prior agreements, whether written or oral, that may exist between the parties relating to the matters herein.
- 15. **Applicable Law and Venue.** The construction, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.

The District and the Association further agree that this Agreement shall be deemed to be made and performed in Greenville County, South Carolina. For the purposes of venue, all suits or causes of action arising out of this Agreement shall be brought in the courts of Greenville County, South Carolina.

**Severability.** The provisions of this Agreement are to be considered joint and severable such that the invalidity of any one section will not invalidate the entire agreement.

WITNESSES:

*J. Scott Williams*  
 J. Scott Williams  
*Max Freilich*  
 MAX FREILICH

**BROOKFIELD SPECIAL TAX DISTRICT**

By: *[Signature]*  
 Chairman, Brookfield Special Tax District

WITNESSES:

*J. Scott Williams*  
 J. Scott Williams  
*Max Freilich*  
 MAX FREILICH

**BROOKFIELD RECREATION ASSOCIATION**

By: *[Signature]* Pres.  
 Chairman and President, Brookfield Recreation Association