

STATE OF SOUTH CAROLINA)
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)
 COUNTY OF SALUDA)
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)
 COUNTY OF EDGEFIELD)

**AGREEMENT FOR DEVELOPMENT OF
 JOINT COUNTY INDUSTRIAL AND
 BUSINESS PARK TO BE KNOWN AS
 “EDGEFIELD-SALUDA MULTI-COUNTY PARK
 (PROJECT SCOTT PARK¹)”**

THIS AGREEMENT for the development of a joint county industrial and business park to be located initially in Edgefield County, South Carolina, dated as of _____, 20__ is made and entered into by and between Saluda County, South Carolina and Edgefield County, South Carolina, both political subdivisions of the State of South Carolina.

RECITALS

WHEREAS, Edgefield County, South Carolina (“Edgefield County”) and Saluda County, South Carolina (“Saluda County”) (collectively the “Counties”) have determined that, in order to promote economic development and thus provide additional employment opportunities within both of said Counties, and to increase the tax base of the Counties, there should be established, initially in Edgefield County, a Joint County Industrial and Business Park (the “Park”), which Park shall be known as the “Edgefield-Saluda Multi-County Park (Project Scott Park)” and which shall be in addition to all previous joint county industrial and business parks previously established between the Counties; and

WHEREAS, as a consequence of the establishment of the Park, property therein shall be exempt from *ad valorem* taxation, during the term of this Agreement, but the owners or lessees of such property shall pay annual fees during that term in an amount equal to that amount of *ad valorem* taxes for which such owner or lessee would be liable except for such exemption.

NOW, THEREFORE, in consideration of the mutual agreement, representations and benefits contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

- 1. Binding Agreement.** This Agreement serves as a written instrument setting forth the entire agreement between the parties and shall be binding on the Counties, their successors and assigns.
- 2. Authorization.** Article VIII, Section 13 (d), of the Constitution of South Carolina provides that counties may jointly develop an industrial and business park with other counties within the geographical boundaries of one or more of the member counties, provided that certain conditions specified therein are met and further provided that the General Assembly of the State of South Carolina provides by law a means by which the value of property in such park will be considered for purposes of bonded indebtedness of political subdivisions and school districts and for purposes of

¹ Project Scott is a company code name for a Delaware corporation. Upon final approval of this Agreement by both counties, the actual name of the company shall be substituted where Project Scott appears in this document.

computing the index of taxpaying ability for school districts. Section 4-1-170, Code of Laws of South Carolina, 1976, as amended (“Section 4-1-170”), satisfies the conditions imposed by Article VIII, Section 13(d), of the Constitution and provides the statutory vehicle whereby a joint county industrial and business park may be created.

3. Location of the Park.

(A) The Park consists of property located in Edgefield County, as is hereinafter more specifically described in Exhibit “A”, as amended from time to time by the parties. The Park shall consist initially only of property located in Edgefield County and currently owned by Project Scott (the “Project Scott Property”). It is specifically recognized that the Park may from time to time consist of non-contiguous properties.

(B) The boundaries of the Park may be enlarged or diminished from time to time as authorized by ordinance of Edgefield County and by ordinance of the County Council of Saluda County. In the event of any enlargement or diminution of the boundaries of the Park, this Agreement shall be deemed amended and there shall be attached hereto a revised Exhibit A, as applicable, which shall contain a legal description of the boundaries of the Park, as enlarged or diminished, together with a copies of the ordinances of Edgefield County and Saluda County pursuant to which such enlargement or diminution was authorized.

(C) Notwithstanding anything in subparagraphs 3(A) and 3(B) above to the contrary, in the event that a tract or site of land located in the Park is purchased and developed by a person or business enterprise whose employees, because of the nature of their employment, do not qualify for the corporate income tax credit provided in South Carolina Code of Laws, 1976, as amended, Section 12-6-3360 (the “Non-qualifying Site”), Edgefield County may unilaterally remove by ordinance, the Non-qualifying Site from the Park, so long as, and to the extent that such removal does not adversely impact any financing or other incentive then in effect.

4. Fee-in-Lieu of Taxes. Property located in the Park shall be exempt from *ad valorem* taxation during the term of this Agreement. The owners or lessees of any property situated in the Park shall pay, in accordance with and during the term of this Agreement, an amount equivalent to the *ad valorem* property taxes or other in-lieu of payments that would have been due and payable but for the location of such property within the Park. Where, in this Agreement, reference is made to payment of *ad valorem* property taxes or other in-lieu of payments, such reference shall be construed, in accordance with this Paragraph 4, to mean the *ad valorem* property taxes or other in-lieu of payments that would otherwise have been due to be paid to Edgefield County, after deduction of all applicable allowances, credits, deductions, and exemptions authorized or required by state law.

5. Allocation of Park Expenses. The Counties shall bear expenses, including, but not limited to, development, operation, maintenance and promotion of the Park in the following proportions:

- | | | |
|----|------------------|------|
| A. | Edgefield County | 100% |
| B. | Saluda County | 0% |

6. Allocation of Park Revenues. The Counties shall receive an allocation of all revenue generated by the Park through payment of fees-in-lieu of ad valorem property taxes or from any other source in the following proportions:

- A. Edgefield County 99%
- B. Saluda County 1%

The percentage of Park revenues allocable to Saluda County shall be net of any allowances, credits, deductions, and exemptions authorized by State law or by Edgefield County pursuant to Section 8 of this Agreement. Any payment by Edgefield County to Saluda County of its allocable share of the fees-in-lieu of taxes from the Park shall be made not later than fifteen (15) days from the end of the calendar quarter in which Edgefield County receives such payment from the occupants of the Park. In the event that the payment made by any occupant of a Park is made under protest or is otherwise in dispute, Edgefield County shall not be obligated to pay to Saluda County more than Saluda County's share of the undisputed portion thereof until thirty (30) days after the final resolution of such protest or dispute.

7. Revenue Allocation Within Each County. Revenues generated by the Park shall be distributed by each County to the political subdivisions and overlapping tax districts within such County (hereinafter referred to as the "Participating Taxing Entities") as provided from time to time by one or more ordinances of such County. Park revenues allocable to Saluda County shall be distributed to the Participating Taxing Entities within Saluda County in the manner directed by Saluda County ordinance(s) relating thereto, and Park revenues allocable to Edgefield County shall be distributed to the Participating Taxing Entities within Edgefield County in the manner directed by Edgefield County ordinance(s) relating thereto.

8. Fees-in-Lieu of Taxes and Special Source Bonds or Credits Pursuant to Code of Laws of South Carolina. It is hereby agreed that Edgefield County may enter into any one or more negotiated fee-in-lieu of tax agreements with respect to property within the Park pursuant to Titles 4 or 12, South Carolina Code, 1976, as amended, or any successor or comparable statutes, and may issue special source bonds, may make special source payments or grant special source credits as provided in Section 4-1-175, South Carolina Code, 1976, as amended, or any related, successor or comparable statutes, payable in whole or in part from revenues derived by Edgefield County pursuant to this Agreement or with respect to property located within the Park, and the terms of such agreements, bonds or credits shall be at the sole discretion of Edgefield County.

9. Assessed Valuation. For the purpose of calculating the bonded indebtedness limitation of the Participating Taxing Entities of each of the Counties, and for the purpose of computing the index of taxpaying ability of any school district of either of the Counties pursuant to Section 59-20-20(3), Code of Laws of South Carolina, 1976, as amended, allocation of the assessed value of property within the Park to each County shall be identical to the percentage established for the allocation of revenue to such County pursuant to Paragraphs 6 and 7 respectively, subject, however, to the provisions of Section 4-29-68(E) of the Code of Laws of South Carolina, 1976, or any successor legislation.

10. Records. The Counties, parties to this Agreement, covenant and agree that, upon the request of either, the other will provide to the requesting party copies of the records of the annual tax levy and copies of the actual tax bills, for parcels of property encompassed by this Agreement, and will further provide copies of the County Treasurer's collection records for the taxes so imposed, all as such records become available in the normal course of County procedures. It is further agreed that none of the parties shall request such records from any other party more frequently than once annually, absent compelling justification to the contrary.

11. Additional Provisions.

(A) The maximum tax credits allowable by Section 12-6-3360 of the Code of Laws of South Carolina, 1976, as amended or any successor statute, will apply to any business enterprise locating in the Park.

(B) Any business enterprise locating in the Park shall pay a fee-in-lieu of ad valorem taxes as provided for in the Agreement, Article VIII Section 13 of the South Carolina Constitution and the Act. The user fee paid in lieu of ad valorem taxes shall be paid to the county treasurer for the County in which the premises is located. That portion of the fees from the Park premises allocated pursuant to the Agreement to Saluda County shall be paid by the Edgefield County Treasurer to the Saluda County Treasurer within fifteen (15) business days following the end of the calendar quarter of receipt for distribution, and such distribution shall be made in accordance with the Agreement. Payments shall be made by a business or industrial enterprise on or before the due date for taxes for a particular year. Penalties for late payment will be at the same rate and at the same times as for late tax payment. Any late payment beyond said date will accrue interest at the rate of statutory judgment interest. Edgefield County, acting by and through the county tax collector for the county where the premises is located, shall maintain all liens and rights to foreclose upon liens provided for counties in the collection of ad valorem taxes.

(C) The administration, development, promotion, and operation of the Park shall be the responsibility of the county in which each premises of the Park is located. Provided, that to the extent any Park premises is owned by a private developer, the developer shall be responsible for development expenses as contained in the Agreement.

(D) In order to avoid any conflict of laws for ordinances between the Counties, the Edgefield County ordinances will be the reference for such regulations or laws in connection with the Park premises. Nothing herein shall be taken to supersede any state or federal law or regulation.

(E) The Edgefield County Sheriff's Department will have initial jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park premises and fire, sewer, water and EMS service will be provided by the service district or other political unit within whose jurisdiction the Park premises are located.

12. Severability. In the event and to the extent (and only to the extent) that any provision or any part of a provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or any other provision or part of a provision of this Agreement

13. Term. This Agreement shall have a term of forty (40) years from the end of the first full calendar year following execution and delivery hereof by both Counties.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK SIGNATURE
PAGES FOLLOW**

WITNESS our hands and seals as of the ____ day of _____, 20__.

EDGEFIELD COUNTY, SOUTH CAROLINA

By: _____
Chairman, County Council
Edgefield County, South Carolina

By: _____
Administrator
Edgefield County, South Carolina

(SEAL)

ATTEST:

Clerk to County Council
Edgefield County, South Carolina

WITNESS our hands and seals as of the ____ day of _____, 20__.

SALUDA COUNTY, SOUTH CAROLINA

By: _____
Administrator
Saluda County, South Carolina

(SEAL)

ATTEST:

Clerk to County Council
Saluda County, South Carolina

EXHIBIT “A”

**To the Agreement for Development of
Joint County Industrial and Business Park (Project Scott Park) between
Saluda County and Edgefield County
Dated as of _____, 20____
(Edgefield County Parcel)**