

## ORDINANCE NO: 11-01

AN ORDINANCE TO APPROVE AND TO ASSIST IN THE DEVELOPMENT OF A JOINTLY OWNED AND OPERATED INDUSTRIAL/BUSINESS PARK IN CONJUNCTION WITH AND BETWEEN LAURENS COUNTY, SOUTH CAROLINA AND GREENVILLE COUNTY, SOUTH CAROLINA, SUCH INDUSTRIAL/BUSINESS PARK TO BE GEOGRAPHICALLY LOCATED IN LAURENS COUNTY AND THE CITY OF LAURENS AND ESTABLISHED PURSUANT TO SOUTH CAROLINA CODE OF LAWS OF 1976, §4-1-170, *ET SEQ.*, AS AMENDED; AND OTHER MATTERS RELATED THERETO.

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WHEREAS, the City of Laurens, South Carolina (the "City") desires to stimulate development of commercial and industrial properties within the City; and,

WHEREAS, Laurens County, South Carolina ("Laurens County") and Greenville County, South Carolina ("Greenville County") (jointly the "Counties"), both bodies politic and corporate and political subdivisions of the State of South Carolina, are authorized under Article VIII, Section 13 of the South Carolina Constitution to jointly develop an industrial and business park within the geographical boundaries of one or both of the member counties, and,

WHEREAS, such a joint county industrial and business park located in the Hunter Industrial Park in the City (the "Park") may be utilized to achieve the commercial and industrial development sought by the City, through distribution of the fee-in-lieu-of-*ad valorem* taxes paid for real property located within the Park; and,

WHEREAS, in order to promote the economic welfare of the citizens of the Counties by providing employment and other benefits to the citizens of the Counties and promoting economic development in, and enhancing the tax base of the City, the Counties propose to enter into an agreement to develop jointly the Park wholly within the City, as provided by Article VIII, Section 13 of the South Carolina Constitution and in accordance with S.C. Code Ann., §4-1-170 (the "Act"); and,

WHEREAS, the Act requires that, prior to the inclusion of municipal property within a joint county industrial and business park, the consent of the municipality must be obtained; and,

WHEREAS, the City of Laurens, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its

City Council (the "City Council"), desires to give its permission and consent, pursuant to the Act, for the creation and operation of the Park by the Counties:

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Members of Council of the City of Laurens, South Carolina, in Council assembled:

Section 1. The consent of the City is hereby expressly given for the creation, development, and operation of a joint county industrial and business park wholly within the Hunter Industrial Park in the City. The Agreement between the Counties for the development of the joint county industrial and business park within the Hunter Industrial Park in the City of Laurens, South Carolina consented to by this Ordinance (the "Agreement") is to be substantially in the form attached to this Ordinance, with such minor changes and revisions as shall be approved by the Counties.

Section 2. The Mayor of the City be and he is hereby authorized, empowered, and directed to evidence the consent of the City to the creation by the Counties, of the Park to the Counties, in whatever form may be required by them.

Section 3. The form, terms, and provisions of the Agreement for Development of Joint County Industrial And Business Park Within the City of Laurens, South Carolina presented to this meeting and filed with the Clerk of the Laurens City Council, with such minor changes and revisions thereto as may be approved in accordance with this Ordinance, be and it is hereby approved and all of the terms, provisions, and conditions thereof are hereby incorporated herein by reference as if they were fully set out in this Ordinance in their entirety.

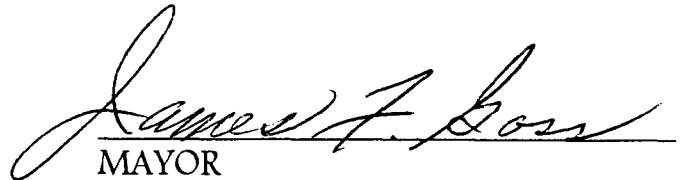
Section 4. In order to avoid any conflict of laws or ordinances between the Counties, or between Laurens County and the City, Laurens County and City of Laurens ordinances, as otherwise applicable within the City of Laurens, will be the reference for such regulations and laws in connection with the Park. Nothing herein shall be taken to supercede any state or federal regulations.

Section 5. The City of Laurens Department of Public Safety and the Sheriff's Department for Laurens County will have initial jurisdiction to make arrest and exercise all authority and power within the boundaries of the Park, and fire and sewer services will be provided by the City of Laurens for the Park, all as applicable for any other property within the City of Laurens. Water services for the Park will be provided by the Laurens County Commission of Public Works and EMS services will be provided by Laurens County.

Section 6. Should any section of this Ordinance be, for any reason, held void or invalid, it shall not affect the validity of any other section hereof which is not itself void or invalid.

Section 7. This Ordinance shall become effective upon the date of enactment.

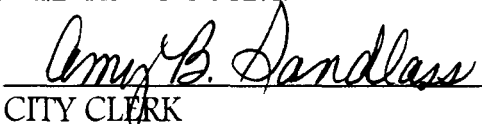
DONE AND RATIFIED this 8th day of October, 2001.

  
MAYOR

ATTEST:

BY: 

APPROVED AS TO FORM:

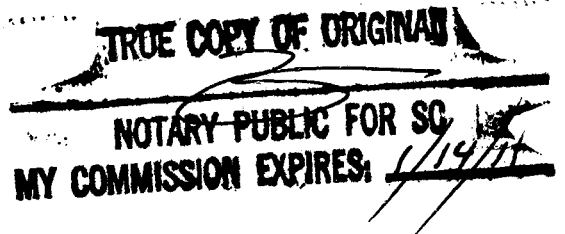
BY:   
CITY CLERK

APPROVED AS TO FORM:

BY:   
CITY ATTORNEY

First Reading: September 18, 2001

Second Reading: October 8, 2001

TRUE COPY OF ORIGINAL  
  
NOTARY PUBLIC FOR SC  
MY COMMISSION EXPIRES: 1/19/11

STATE OF SOUTH CAROLINA	)	
	)	AGREEMENT FOR DEVELOPMENT
COUNTY OF LAURENS	)	OF JOINT COUNTY INDUSTRIAL AND
	)	BUSINESS PARK WITHIN THE CITY OF
COUNTY OF GREENVILLE	)	LAURENS, SOUTH CAROLINA

THIS AGREEMENT for the development of a joint county industrial and business park to be located in the City of Laurens, Laurens County, dated as of December 1, 2001 is made and entered into by and between the County of Laurens and the County of Greenville, both political subdivisions of the State of South Carolina.

## RECITALS

WHEREAS, Laurens County, South Carolina ("Laurens County"), and Greenville County, South Carolina ("Greenville 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 promote economic development in, and increase the tax base of the City of Laurens, South Carolina (the "City"), there should be established in the City and Laurens County a Joint County Industrial and Business Park (the "Park"); 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; and

NOW, THEREFORE, in consideration of the mutual agreements, representations and benefits contained in this Agreement and for other good and valuable consideration, the receipt 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 or 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 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 park may be created. Section 4-1-170 requires that, prior to the inclusion of the municipal property within a joint county industrial and business park, the consent of the municipality must be obtained. The City, by its Ordinance No. 11-01 dated October 2, 2001, has consented to the creation of the Park, encompassing a portion of the City.

3. **Location of the Park.**

(A) The Park consists of property located in the City and in Laurens County as is hereinafter described in Exhibit "A". The boundaries of the Park may be enlarged or diminished from time to time as authorized by ordinances of both of the Counties. Provided, however, the Park boundaries shall not be diminished, at any time, by deleting, removing, or excluding property from the Park in any manner which would affect or impact any fiscal obligation or commitment of the Counties or any credit to any tenant of the Park.

(B) 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 which shall contain a legal description of the boundaries of the Park, as enlarged or diminished, together with a copy of the ordinances of Laurens County Council and Greenville County Council pursuant to which such enlargement or diminution was authorized.

(C) Prior to the adoption by Laurens County Council and by Greenville County Council of ordinances authorizing the diminution of the boundaries of the Park, a public hearing shall first be held by the Laurens County Council. Notice of such public hearing shall be published in a newspaper of general circulation in Laurens County at least once and not less than fifteen (15) days prior to such hearing. Notice of such public hearing shall also be served in the manner of service of process at least fifteen (15) days prior to such public hearing upon the owner and, if applicable, the lessee of any real property which would be excluded from the Park by virtue of the diminution.

(D) Notwithstanding the foregoing, for a period of ten (10) years commencing with the later of the effective date of this Agreement or the effective date of the expansion of the boundaries of the Park to include such parcel, the boundaries of the Park shall not be diminished so as to exclude therefrom any parcel of real estate without the consent of the owner and the Counties and, if applicable, lessee of such parcel; and this sentence of this Agreement may not be modified or deleted herefrom for a period of ten (10) years commencing with the effective date hereof, except as provided in Section 11 below.

4. **Fee in Lieu of Taxes.** Property located in the Park shall be exempt from ad valorem taxation, only 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 Laurens 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.       Laurens County                               100%
- B.       Greenville 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.       Laurens County                               99%
- B.       Greenville County                           1%

For purposes of this Joint County Industrial and Business Park Agreement, calculation of “revenue” generated by the Park shall not include any portion of fees-in-lieu-of ad valorem property taxes against which the payor of such fees receives a credit (an “Infrastructure Credit”) pursuant to S.C. Code Ann. §§ 4-1-175, 4-12-30(K)(3), 4-29-68, 12-44-70, any constitutional or statutory framework similar thereto, and any contractual agreement between the payor and Laurens County authorized therein.

Any payment by Laurens County to Greenville 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 Laurens County receives such payments from the occupants of the Park. In the event that the payment made by any occupant of the Park is made under protest or is otherwise in dispute, Laurens County shall not be obliged to pay to Greenville County more than Greenville 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 through the payment of fees in lieu of ad valorem property taxes shall be distributed to the Counties according to the proportions established by Paragraph 6. Such revenues shall be distributed within Laurens County to the political subdivisions in Laurens County of overlapping

tax districts (hereinafter referred to as the "Laurens Participating Taxing Entities") in the same proportion and ratio, and for the same respective purposes, as their respective millage bears to the overall millage total. Revenues shall be distributed within Greenville County to the general operating fund of Greenville County, or an account similar thereto. Notwithstanding the foregoing, Laurens County Council and Greenville County Council may otherwise direct the allocation of the revenues they receive and retain from the Park by subsequent ordinance.

8. **Fees in Lieu of Taxes Pursuant to Code of Laws of South Carolina.** It is hereby agreed that the entry by Laurens County or Greenville County into any one or more negotiated fee-in-lieu-of ad valorem tax agreements pursuant to Titles 4 or 12, South Carolina Code, 1976, as amended, or any successor or comparable statutes, with respect to property located within the Park and the terms of such agreements shall be at the sole discretion of the two counties, respectively.

9. **Assessed Valuation.** For the purpose of calculating the bonded indebtedness limitation of the Laurens Participating Taxing Entities and for the purpose of computing the index of taxpaying ability of the applicable School District of Laurens County 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 Laurens County shall be identical to the percentage established for the allocation of revenue to Laurens County pursuant to Paragraphs 6 and 7 respectively.

10. **Jobs Tax Credit Valuation.** For purposes of the jobs tax credit authorized by subsections of Section 12-6-3360 of the South Carolina Code, Laurens County is the county in which the permanent business enterprise is deemed to be located. Section 12-6-3360, Code of Laws of South Carolina, 1976, has been amended so as to provide an additional annual corporate income tax credit equal to One Thousand Dollars (\$1,000.00) beyond the current jobs tax credit amount applicable for new jobs in Laurens County for each new, qualifying full-time job created in the Park.

11. **Non-qualifying Use.** In the event that a tract or site of land located in the Park is purchased and developed by a business enterprise which locates employees within the Park and which 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"), Laurens County may remove, by ordinance, the Non-qualifying Site from the Park.

12. **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 became 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.

13.       **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.

14.       **Termination.** Notwithstanding any provision of this Agreement to the contrary, Laurens County and Greenville County agree that this Agreement may not be terminated by either party for a period of twenty (20) years commencing with the effective date hereof.

(EXECUTION PAGES FOLLOW)



WITNESS our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2001

LAURENS COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Joe V. Edwards, Chairman of County Council  
Laurens County, South Carolina

ATTEST:

\_\_\_\_\_  
Betty A. Walsh, Clerk to County Council,  
Laurens, South Carolina

WITNESS our hands and seals this \_\_\_\_ day of \_\_\_\_\_, 2001.

GREENVILLE COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Dozier Brooks, Chairman of County Council  
Greenville County, South Carolina

By: \_\_\_\_\_  
Steven Stewart, Administrator  
Greenville County, South Carolina

ATTEST:

By: \_\_\_\_\_  
Theresa B. Kizer, Clerk of County Council  
Greenville County, South Carolina

## EXHIBIT "A"

### Location of the Park

All that certain piece, parcel or tract of land, situate, lying and being in the City of Laurens, County of Laurens, State of South Carolina, containing 19.429 acres according to a plat prepared for Fukoku of South Carolina, Inc. by T.A. Sherard, P.E., R.L.S. dated May 28, 2001 and recorded in Plat Book A-351, page 7 in the Office of the Clerk of Court for Laurens County, and having, according to said plat, the following metes and bounds to wit:

Beginning at an old 5/8" rebar iron pin (bent) located on the western right of way of Hunter Industrial Park Drive and the joint corner of Mobil Oil Corp. property, now or formerly, said iron pin being 1516.8' +/- from the Southern right of way of U.S. Highway 221; thence leaving said right of way and running along the line of the Mobil Oil Corp. property S 70°41'05" W 140.10 feet to an old 1/2" rebar iron pin; thence S 19°02'07" W 365.58 feet to an old 5/8" rebar iron pin with cap; thence N 88°39'37" W 104.16 feet to an old 5/8" rebar iron pin with cap; thence S 69°07'19" W 241.46 feet to an old 5/8" rebar iron pin; thence N 76°40'59" W 323.40 feet to an old 5/8" rebar iron pin; thence N 78°03'03" W 134.81 feet to an old 5/8" rebar iron pin; thence N 70°03'32" W 187.14 feet to an old 5/8" rebar iron pin; thence S 44°00'15" W 370.36 feet to an old 5/8" rebar iron pin at the joint corner of the Samuel H. & Bynum Fleming property, now or formerly; thence turning and running along the line of the Fleming property N 44°27'08" W 225.77 feet to an old 1/2" rebar iron pin at the joint corner of the City of Laurens property, now or formerly; thence turning and running along the City of Laurens property N 28°31'14" E 37.94 feet to an old 1/2" rebar iron pin; thence N 72°11'45" E 297.15 feet to an old 1/2" rebar iron pin; thence N 28°02'08" E 409.55 feet to an old 1/2" rebar iron pin; thence N 27°41'56" E 190.67 feet to an old 1/2" rebar iron pin at the joint corner of property of Laurens County, now or formerly; thence turning and running along the Laurens County property N 76°55'42" E 951.77 feet to an old 1/2" rebar iron pin located on the western right of way of Hunter Industrial Park Drive; thence turning and running along said right of way S 13°33'55" E 468.28 feet to the point of beginning.

This property is also shown and delineated on a plat of 19.424 acres entitled "Survey for City of Laurens at Hunter Industrial Park" prepared by Rykard Professional Land Surveying, LLC, dated August 4, 1997, recorded in the Office of the Clerk of Court for Laurens County in Plat Book A-185 at page 4.

This is a portion of the property conveyed to the City of Laurens by deed of W. L. Patterson dated October 3, 1988, recorded same date in Deed Book 245, page 200, in the Office of the Clerk of Court for Laurens County.