

STATE OF SOUTH CAROLINA            )  
  )  
COUNTY OF GREENVILLE            )  
  )  
COUNTY OF ANDERSON                )  
  )

**AGREEMENT FOR DEVELOPMENT OF A  
JOINT COUNTY INDUSTRIAL AND  
BUSINESS PARK**

**THIS AGREEMENT** for the development of a joint county industrial and business park to be located within Greenville County is made and entered into as of December 31, 2015 (the “Execution Date”), but with an effective date (as defined below) (the “Effective Date”) by and between Greenville County, South Carolina (“Greenville County”) and Anderson County, South Carolina (“Anderson County”).

**RECITALS**

**WHEREAS**, as authorized by Article VIII, Section 13(D) of the South Carolina Constitution and Section 4-1-170 of the Code of Laws of South Carolina 1976, as amended (the “Act”), Greenville County, South Carolina (“Greenville County”) previously developed joint county industrial and business parks pursuant to certain Agreements for Development for Joint County Industrial Park with other partner counties, along with Bamberg County, South Carolina (“Bamberg County”), Williamsburg County, South Carolina (“Williamsburg County”), and jointly with Florence County, South Carolina (“Florence County”) and Marlboro County, South Carolina (“Marlboro County”), by and between Greenville County and the afore mentioned Counties; and

**WHEREAS**, the previously developed a joint county industrial and business park agreements include Greenville County and Bamberg County as authorized by Greenville County Ordinance No. 2545 (as amended through the date hereof, the “Greenville-Bamberg Park Agreement”), Greenville County and Williamsburg County as authorized by Greenville County Ordinance No. 2640 (as amended through the date hereof, the “Greenville-Williamsburg Park Agreement”), Greenville County and jointly with Florence County and Marlboro County as authorized by Greenville County Ordinance No. 2550 (as amended through the date hereof, the “Greenville-Florence-Marlboro Park Agreement”); and

**WHEREAS**, in order to continue to promote economic development and encourage investment and employment opportunities in and around Greenville County and Anderson County, South Carolina (“Anderson County”), as authorized by Article VIII, Section 13(D) of the South Carolina Constitution and the Act, Greenville County has requested that Anderson County develop, together with Greenville County, a joint county industrial and business park, which park shall upon execution of this Park Agreement shall include within its boundaries any and all property located within Greenville County which has previously been included within the boundaries of the Greenville-Bamberg Park, Greenville-Williamsburg Park, and the Greenville-Florence-Marlboro Park, which Greenville County believes to consist of the property more particularly described in Exhibit A (Greenville) attached to the Park Agreement (as defined below) (the “Park”); and

**WHEREAS**, pursuant to Ordinance No. \_\_\_\_\_, enacted by Greenville County Council on \_\_\_\_\_, 201\_, and Ordinance No. \_\_\_\_\_ enacted by Anderson County Council on \_\_\_\_\_, 201\_, Greenville County and Anderson County have agreed to the specific terms and conditions of the Park arrangement as set forth in this Agreement; and

**WHEREAS**, it is the expressed intent of Greenville County intent by the establishment of this Park and Agreement, that the properties appearing in Exhibit A the Park Agreement have been and continue to be located within a Joint County Industrial and Business Park; and

**WHEREAS**, as a consequence of the development of the Park, property comprising the Park and all property having a situs therein is exempt from *ad valorem* taxation pursuant to Article VIII, Section 13(D) of the South Carolina Constitution, but the owners or lessees of such property shall pay annual fees in an amount equivalent to the property taxes or other in-lieu-of payments that would have been due and payable 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 are hereby acknowledged, the parties 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 Greenville County and Anderson County, their successors and assigns.

2. **Authorization.** Article VIII, Section 13(D) of the South Carolina Constitution 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 manner in 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 pursuant to any provision of law which measures the relative fiscal capacity of a school district to support its schools based on the assessed valuation of taxable property in the district as compared to the assessed valuation of taxable property in all school districts in South Carolina. The Code of Laws of South Carolina, 1976, as amended (the "Code") and particularly, Section 4-1-170 thereof, satisfies the conditions imposed by Article VIII, Section 13(D) of the South Carolina Constitution and provides the statutory vehicle whereby a joint county industrial or business park may be created.

3. **Notice of Effective Date; Location of the Park.**

(A) Upon, and as of, the Effective Date of this Agreement, the Park shall consist of any and all property located within Greenville County which has previously been included, or was previously intended by the County to be included, and remains, or was intended by Greenville County to remain, prior to and as of the Execution Date, within the boundaries of the Greenville-Bamberg Park, Greenville-Williamsburg Park, and the Greenville-Florence-Marlboro Park, which property Greenville County believes to consist of the property more particularly described in Exhibit A (Greenville) attached hereto; provided, however, if Greenville County

hereafter determines that (a) a parcel of property, which, as of the Execution Date, was included, or was intended by Greenville County to be included, within the boundaries of the Greenville-Bamberg Park, Greenville-Williamsburg Park, and the Greenville-Florence-Marlboro Park, has not been included among the property described in Exhibit A (Greenville) or (b) a parcel of property included among the property described in Exhibit A (Greenville) was not included, or was not intended by Greenville County to be included, within the boundaries of the Greenville-Bamberg Park, Greenville-Williamsburg Park, and the Greenville-Florence-Marlboro Park as of the Execution Date, the County Administrator of Greenville County may provide written notice of such deficiency to the County Administrator of Anderson County together with a revised Exhibit A (Greenville), which shall contain a legal description of the boundaries of the Park, as enlarged or diminished to remedy such deficiency, and this Agreement shall be deemed amended as of the Effective Date to reflect such revised Exhibit A. It is specifically recognized that the Park may from time to time consist of non-contiguous properties within Greenville County. In addition to the procedure for enlargement or diminution of Park boundaries set forth above in this Section 3(A), the boundaries of the Park may be enlarged or diminished from time to time, as authorized by ordinances of the county councils of both Greenville County and Anderson County. If any additional property, other than the property described in Exhibit A (Greenville), proposed for inclusion in the Park, in whole or in part, is located, at the time such inclusion is proposed, within the boundaries of a municipality, then the municipality must give its consent prior to the inclusion of the property in the Park.

(B) In the event of any enlargement or diminution of the boundaries of the Park by ordinances of Greenville County Council and Anderson County Council, this Agreement shall be deemed amended and there shall be attached hereto a revised Exhibit A (Greenville) which shall contain a legal description of the boundaries of the Park, as enlarged or diminished, together with a copy of the ordinances of Greenville County Council and Anderson County Council pursuant to which such enlargement or diminution was authorized.

(C) Prior to the adoption by Greenville County Council and by Anderson County Council of ordinances authorizing the diminution of the boundaries of the Park, a public hearing shall first be held by Greenville County Council. Notice of such public hearing shall be published in a newspaper of general circulation in Greenville 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.

4. **Fee in Lieu of Taxes.** Pursuant to Article VIII, Section 13(D) of the South Carolina Constitution, all property located in the Park is exempt from all *ad valorem* taxation. The owners or lessees of any property situated in the Park shall pay in accordance with this Agreement an amount (referred to as fees in lieu of *ad valorem* taxes) equivalent to the *ad valorem* taxes or other in-lieu-of payments that would have been due and payable but for the location of such property within the Park.

5. **Allocation of Expenses.** Greenville County and Anderson County shall bear expenses incurred in connection with the Park, including, but not limited to, those incurred in the

administration, development, operation, maintenance and promotion of the Park, in the following proportions:

- A. Greenville County 100%
- B. Anderson County 0%

6. **Allocation of Revenues.** Greenville County and Anderson County shall receive an allocation of all revenues generated by the Park through payment of fees in lieu of *ad valorem* taxes in the following proportions:

- A. Greenville County 99%
- B. Anderson County 1%

With respect to such fees generated from properties located in the Park, that portion of such fees allocated to Anderson County shall thereafter be paid by the Treasurer of Greenville County to the Treasurer of Greenville County within ten (10) business days following the end of the calendar quarter of receipt, for distribution.

7. **Revenue Allocation within Each County.**

(A) Revenues generated by the Park through the payment of fees in lieu of *ad valorem* taxes shall be distributed to Greenville County and to Anderson County, as the case may be, according to the proportions established by Section 6 of this Agreement. Such revenues shall be distributed within Greenville County in the manner provided by ordinance of the Greenville County Council.

(B) Revenues allocable to Anderson County by way of fees in lieu of *ad valorem* taxes generated from properties located in the Park shall be distributed as determined by Anderson County.

8. **Fees in Lieu of Ad Valorem Taxes Pursuant to Title 4 or Title 12 of the Code.** It is hereby agreed that the entry, hereto for or hereafter, by Greenville County into any one or more fee in lieu of *ad valorem* tax agreements pursuant to Title 4 or Title 12 of the Code 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 Greenville County.

9. **Assessed Valuation.** For the purpose of calculating the bonded indebtedness limitation and for the purpose of computing the index of taxpaying ability pursuant to Section 59-20-20(3) of the Code, allocation of the assessed value of property within the Park to Greenville County and Anderson County and to each of the taxing entities within the participating counties shall be identical to the allocation of revenue received and retained by each of the counties and by each of the taxing entities within the participating counties, pursuant to Sections 6 and 7 of this Agreement.

10. **Applicable Ordinances and Regulations.** Any applicable ordinances and regulations of Greenville County including those concerning zoning, health and safety, and building code requirements shall apply to the Park properties unless any such property is within

the boundaries of a municipality in which case, the municipality's applicable ordinances and regulations shall apply.

11. **Law Enforcement Jurisdiction.** Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park properties is vested with the Sheriff's Department of Greenville County. If any of the Park properties are within the boundaries of a municipality, then jurisdiction to make arrests and exercise law enforcement jurisdiction is vested with the law enforcement officials of the municipality.

12. **South Carolina Law Controlling.** This Agreement has been entered into in the State of South Carolina and shall be governed by, and construed in accordance with South Carolina law.

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. **Counterpart Execution.** This Agreement may be executed in multiple counterparts.

15. **Term.** This Agreement shall extend for a term of thirty (30) years from the Effective Date of this Agreement.

[End of Agreement – Execution Page to Follow]

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement to be effective as of the Effective Date (as defined above).

GREENVILLE COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Bob Taylor, Chairman, County Council  
Greenville County, South Carolina

By: \_\_\_\_\_  
Joseph Kernell, County Administrator  
Greenville County, South Carolina

[SEAL]

Attest:

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

ANDERSON COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Tommy Dunn, Chairman, County Council  
Anderson County, South Carolina

[SEAL]

Attest:

By: \_\_\_\_\_  
Linda Eddleman, Clerk to County Council  
Anderson County, South Carolina

**Exhibit A (Greenville)**

**Greenville County**  
**Tax Map Parcel No.**

**Name**

0295000100200	GREER LIMITED PARTNERSHIP
0349000100304	BRASHIER T WALTER TRUSTEE
0408000100400	MCKINNEY LAND CO INC
0408000100401	LAT-COV DEVELOPMENT GROUP LLC
0408000100402	LAT-COV DEVELOPMENT GROUP LLC
0408000100403	LAT-COV DEVELOPMENT GROUP LLC
0409000100100	BRASHIER T WALTER
0409000100103	GREENVILLE CTY RESEARCH & TECH
0409000100104	INTERNATIONAL PROPERTIES LLC
0409000100105	GREENVILLE COUNTY SC
0409000100106	OLD GROVE HOLDINGS LLC
0409000100107	ARP MOONVILLE LLC
0409000100108	MATRIX INVESTORS I LLC
0409000100109	GREENVILLE COUNTY
0409000100111	MATRIX INVESTORS II LLC
0409000100113	MILLER FRANCIS E
0409000100114	BLOOD CONNECTION THE
0409000100115	GREENVILLE 2006 LLC
0409000100116	C A REAL ESTATE LLC
0409000100117	MATRIX INVESTORS III LLC
0409000100118	MATRIX INVESTORES IV LLC
0479000100100	JHO COMPANY LLC SC LTD LIABILI
0479000100200	FURMAN UNIVERSITY
0479000100300	JHO COMPANY LLC
0479000100400	NORTON EDITH KAY
0479000100406	BRIDGES FRANKLIN Y
0479000101102	MOODY F RAYMOND
0479000101104	HAWKINS PROPERTIES L P
0479000101300	BRASHIER T WALTER TRUSTEE
0479000101400	HYDE JOHN T
0546010100300	BROOKFIELD SOUTH ASSOCIATES LL
0546010100303	CK-PIEDMONT PLASTICS LLC NC LT
0546010100304	SMITH ROD
0546010100306	BROOKFIELD SOUTH PROPERTY
0546010100307	KIRKLAND FLETCHER L JR
0546010100308	J B G C LIMITED PARTNERSHIP
0546010100309	ROGERS PROPERTIES LLC
0546010100310	KIRKLAND FLETCHER L JR TRUSTEE
0546010100311	LIBERTY PROPERTY LIMITED PARTN
0546010100312	3 MC PROPERTIES LLC

0546010100313	BROOKFIELD SOUTH ASSOCIATES LL
0546010100314	BROOKFIELD SOUTH ASSOCIATES LL
0546010100315	SEASPRAY PARTNERS LLC
0546010100317	LONGHORN HOLDINGS LLC
0546010100318	1100 EAST BUTLER LLC
0546010100319	1100 EAST BUTLER LLC
0546010100320	BROOKFIELD SOUTH ASSOC
0546010100321	JFG LLC
0546010100322	1100 EAST BUTLER LLC
0546010100324	1100 EAST BUTLER LLC
0546010100325	SKYBEST PROPERTIES LLC
0546010100326	1100 EAST BUTLER LLC
0546010100327	BBW PROPERTIES LLC
0546010100328	LTDK INC
0546010102202	CENTERPOINT LAND INC SC CORP
0546010102212	CC SYSTEMS LLC
0546010102213	CENTERPOINT LAND INC SC CORP
0546010102214	CENTERPOINT LAND INC SC CORP
0547030105000	BROOKFIELD LAND LLC
0547030105005	BROOKFIELD ASSOCS LTD PARTN SC
0547030105006	LATTIMORE MASHBURN
0547030105007	GRIMES SQUARE-GWINNETT INC GA
0547030105010	CAROLINA PCS I LIMITED PARTNER
0547030105013	CAROLINA PCS I LIMITED PARTNER
0547030105014	GREENVILLE COUNTY SC
0547030105015	CHI/MAULDIN LLC
0547030105018	PAPEC BROOKFIELD I LLC
0547030105019	LEXINGTON GREENVILLE LLC
0547030105020	401 BROOKFIELD LLC
0547030105021	BUSINESS PROPERTIES LTD
0562010101300	SODETAL USA INC
0573010101200	STANDING SPRINGS INVESTORS LLC
0601010103200	RDP LIMITED PARTNERSHIP
0335000100401	LIBERTY PROPERTY DEV CORP II
0335000100402	BROOKS ELEANOR H
0335000100406	LIBERTY PROPERTY DEV CORP II
0335000100408	GREENVILLE COUNTY S C
0335000100411	LIBERTY PROPERTY DEV CORP II
0335000100414	GREENVILLE COUNTY S C
0335000100419	MURDOCK FAMILY LMTD PARTN
0335000100420	GREENVILLE COUNTY SC A BODY CO
0335000100422	GREENVILLE COUNTY SOUTH CAROLI
0335000100423	CATERPILLAR INC DEL CORP
0335000100424	FOSTER FRANK C
0335000100425	FOND D D IDRIJA
0335000100426	LIBERTY PROPERTY LIMITED PARTN



0335000100427	LIBERTY PROPERTY LIMITED PARTN
0406000100400	BEECH TREE INC
0406000100407	ELLCON-NATIONAL INC NY CORP
0406000100408	N T S E REALTY CORP
0406000100409	SPECIALTY BAR PRODUCTS CO PA
0406000100410	HT USA INC A DELAWARE CORP
0406000100411	ALFMEIER CORPORATION SC CORP
0407000100503	BEECHTREE INC
0593040101300	SOU REG IND REA INC THE
0593040101324	MOONVILLE INVESTORS I LLC
0593040101326	MICHELIN NORTH AMERICA INC
0593040103200	F F Y T LLC A SC LIMITED
0593040103207	METROPOLITAN SEWER SUB-DISTRIC
0593040103208	ZAMIR LLC
M011010100302	SCHOOL DISTRICT OF GREENVILLE
M011010100307	FAIR FOREST OF GREENVILLE LLC
M011010100313	WONG THOMAS K F
M011010100319	MCGEHEE REALTY OF PALM BEACH
M011010100320	ORDERS DISTRIBUTING CO INC
M011010100321	CONDOR INVESTMENTS OF PALM BEA
M011010100322	BAYNE JIMMY O
M011010100323	UNITED STATES POSTAL SERVICE
M011010100324	UNITED STATES POSTAL SERVICE
M011010100326	BRUCE ROBERT W
M011010100327	CONGAREE ROAD ASSOCIATES LLC
M011010100328	BAYNE JIMMY O
M011010100329	ST JOSEPH HIGH SCHOOL
M011010100333	CONDOR INVESTMENTS OF PALM BEA
0331000100500	GREENVILLE COUNTY S C
0331000100502	COLONIAL PIPELINE COMPANY
0331000100503	DELWOOD LLC
0334000100401	COMMISSIONER OF PUBLIC WORKS
0334000100406	GREENVILLE COUNTY S C
0334000100408	GREENVILLE COUNTY S C
0609040100900	GREENVILLE COUNTY S C
0609040100901	GREENVILLE COUNTY S C