

STATE OF SOUTH CAROLINA)
)
 COUNTY OF ANDERSON) AGREEMENT FOR DEVELOPMENT
) OF JOINT COUNTY INDUSTRIAL AND
) BUSINESS PARK WITHIN ANDERSON
 COUNTY OF GREENVILLE) COUNTY, SOUTH CAROLINA
) (PROJECT EMB)

THIS AGREEMENT for the development of a joint county industrial and business park to be located in Anderson County, dated as of April 16, 2013, is made and entered into by and between the County of Anderson and the County of Greenville, both political subdivisions of the State of South Carolina.

RECITALS

WHEREAS, Anderson County, South Carolina ("Anderson 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 Anderson County, there should be established in Anderson County a Joint County Industrial and Business Park (the "Park") (Project EMB), which Park 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; and

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 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 Anderson County, as is hereinafter more specifically described in Exhibit "A". It is specifically recognized that the Park may from time to time consist of non-contiguous properties. The boundaries of the Park may be enlarged from time to time to include additional parcels, and the boundaries of the Park may be diminished from time to time, all as authorized by ordinances of both of the Counties.

(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 Anderson County Council and Greenville County Council pursuant to which such enlargement or diminution was authorized.

(C) Prior to the adoption by Anderson 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 Anderson County Council. Notice of such public hearing shall be published in a newspaper of general circulation in Anderson 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 twenty (20) 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 twenty (20) years commencing with the effective date hereof, except as provided in Section 12 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 5, to mean the *ad valorem* property taxes or other in-lieu-of-payments that would otherwise have been due to be paid to Anderson 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. Greenville County 0%
- B. Anderson County 100%

Provided, however, in no event shall Greenville County be responsible for sharing (i) any portion of the costs incurred by Anderson County or the development expenses committed to by Anderson County either on behalf of any tenant of the Park or in conjunction with any State agency or political subdivision prior to the effective date of this Agreement, or (ii) such costs and expenses as are incurred or committed to by Anderson County after the effective date of this Agreement unless, prior to the incurrence or commitment of the costs and expenses referred to in this clause (ii), Anderson County shall have consulted with Greenville County as to the reasonableness of the same and received Greenville County's written concurrence of the reasonableness thereof.

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

Any payment by Anderson County to Greenville County of its allocable share of the fees in lieu of taxes from the Park shall be made not later than sixty (60) days from the end of the calendar quarter in which Anderson County receives such payment 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, Anderson County shall not be obligated to pay to Greenville County more than Anderson 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 revenue shall be distributed within Anderson County, including payment of one percent (1%) of the revenues actually received to Greenville County, in accordance with an ordinance to be adopted by Anderson County. Revenues received by Greenville County shall be distributed by Greenville County in accordance with an ordinance adopted by Greenville County. Zero percent (0%) of the Park revenues from payment of fees in lieu of *ad valorem* property taxes shall be paid to any taxing entity, other than as stated herein or therein.

8. **Fees in Lieu of Taxes Pursuant to Code of Laws of South Carolina.** It is hereby agreed that the entry by Anderson County or Greenville County into any one or more negotiated fee-in-lieu-of-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 Anderson County Participating Taxing Entities and the Greenville County Participating Taxing Entities and for the purpose of computing the index of taxpaying ability of the School District of each 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 Anderson County and Greenville County shall be identical to the percentage established for the allocation of revenue to each of the counties 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, Anderson County is the county in which the permanent business enterprise is deemed to be located.

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 all of 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"), Anderson County may unilaterally remove, by resolution, the Non-qualifying Site from the Park, but only if there are no infrastructure credits, bonds, or other financings or obligations which would be affected by such removal.

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, Anderson County and Greenville County agree that this Agreement may not be terminated by either party for a period of thirty (30) years commencing with the effective date hereof.

WITNESS our hands and seals this _____ day of _____, 2013.

ANDERSON COUNTY, SOUTH CAROLINA

By: _____
Francis M. Crowder, Sr., Chairman
County Council of Anderson County
Anderson County, South Carolina

ATTEST:

By: _____
Gloria J. Driver, Clerk to County Council,
Anderson County, South Carolina

WITNESS our hands and seals this ____ day of _____, 2012.

GREENVILLE COUNTY, SOUTH CAROLINA

By: _____
Bob Taylor, Chairman,
Greenville County Council
Greenville County, South Carolina

ATTEST:

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

EXHIBIT "A"

To the Agreement for Development of
Joint County Industrial and Business Park in Anderson County, South Carolina
Anderson County and Greenville County
Dated as of April 16, 2013

Location of the Park
Project EMB Property