

STATE OF SOUTH CAROLINA            )           INTERGOVERNMENTAL AGREEMENT  
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COUNTY OF GREENVILLE            )

This Intergovernmental Agreement (“Agreement”), by and between the City of Greenville, South Carolina (“City”), and Greenville County, South Carolina (“County”), is effective \_\_\_\_\_, 2017. The City and County are collectively referred to herein as “Parties.”

WHEREAS, the County, acting by and through its County Council (“County Council”), is empowered under and pursuant to the provisions of Article VIII, Section 13(D) of the South Carolina Constitution and Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended (“Park Act”) to enter into agreements with other counties within the State of South Carolina for the purpose of creating joint county business parks through which the economic development of the City, the County and the State of South Carolina (“State”) will be promoted;

WHEREAS, pursuant to the Park Act, the County and Anderson County, South Carolina have or will enter into an Agreement for Development of Joint County Business Park, dated as of \_\_\_\_\_, 2017 (“Park Agreement”), a copy of which is attached as Exhibit I, to designate certain properties located in Greenville County as being subject to the Park Agreement as more fully described in Exhibit A to the Park Agreement (said properties are hereafter collectively referred to as the “Property” and the joint county business park created by the Park Agreement is hereafter referred to as the “Park”);

WHEREAS, all of the Property is within the corporate limits of the City;

WHEREAS, the Park Act provides that if a joint county business park encompasses all or a portion of a municipality, the partner counties must obtain the consent of the municipality prior to the creation of the joint county business park;

WHEREAS, pursuant to its Resolution No. 2017-\_\_ enacted on \_\_\_\_\_, 2017, the City has consented to the inclusion of the Property in the Park, subject to and contingent upon the execution and delivery of this Agreement by both parties;

WHEREAS, the Park Act provides that an agreement to develop a joint county business park must include provisions that specify the manner in which fees-in-lieu of taxes paid on behalf of properties located in the park are allocated to each partner county, and further specify the manner in which the fees-in-lieu of taxes are to be distributed to each of the taxing entities in each of the partner counties;

WHEREAS, Section 6 of the Park Agreement provides that fee-in-lieu of tax revenues for properties added to the Park (“Revenues”), if the properties are located in the County, are to be distributed as follows: 1% of Revenues to Anderson County and 99% of Revenues to the County;

NOW, THEREFORE, on the basis of the premises and mutual covenants contained in this Agreement, the sufficiency of which consideration is acknowledged the County and the City agree:

1. City Consent to Inclusion of Property in the Park. Upon due approval, execution and delivery of this Agreement by both the City and the County, the City shall consent to the inclusion of the Property in the Park.
2. On-Site Park Infrastructure. The Parties acknowledge that future redevelopment activity associated with the various private and public projects anticipated to be constructed within the Park (collectively, the “Development”) will require the design and construction of significant public infrastructure including, but in no way limited to, water, gas, electric, sewer, roads, traffic control, sidewalks, parking, and stormwater (the aforementioned specific improvements, together with any and all other Development-related infrastructure that may be required or desired, whether on-site or off-site, are hereinafter collectively referred to as the “Public Infrastructure Improvements”). The County (or, at the election of the County, the owner or developer of the Property) will be responsible for the construction of all Public Infrastructure Improvements within the Park necessary to provide adequate infrastructure capacity to serve the proposed Development, as those plans may from time to time change. In no event shall the City have any responsibility for any Public Infrastructure Improvements within the Park beyond the governmental approvals it might issue in the ordinary course of business.
3. Off-Site Infrastructure serving the Development. The Parties additionally acknowledge the Development may require off-site Public Infrastructure Improvements as well as the enhancement of existing public infrastructure. The construction of off-site Public Infrastructure Improvements, as well as any enhancements to existing public infrastructure, will be undertaken by the County (or, at the election of the County, by the owner or developer of the Property), to the extent necessary to provide adequate infrastructure capacity to serve the proposed Development, as those plans may from time to time change. The Parties acknowledge that it is not possible, at this time, to identify with precision all such off-site Public Infrastructure Improvements and enhancements that will be deemed necessary to meet the capacity needs of the proposed Development. Notwithstanding the foregoing, and as soon as practicable following the identification of the number and types of uses planned for the Development, the County shall conduct (or cause to be conducted), at no cost to the City, a traffic impact analysis assessing the effects of the projected traffic generation from the proposed Development on the surrounding transportation network. The parties acknowledge that City Ordinance may require the County (or, at the election of the County, the owner or developer of the Property) to make certain improvements to the existing transportation infrastructure as a condition of permit issuance. The County acknowledges that by approving this Agreement, the City is not exempting any portion of the Property or the Development from any City Ordinances which would apply to the development of land in the ordinary course of business.

4. Construction of a West End Parking Facility. The Parties acknowledge the critical shortage of parking in the area commonly known as Greenville's West End, depicted on the attached Exhibit III, and, further, that construction of a parking garage in the West End will serve the existing parking needs of the residents and businesses in that vicinity and also will act as a catalyst for further development—all to the benefit of City and County residents, the County and City tax base and the Development. The City shall cause to be designed and constructed a multi-level parking facility in the West End ("West End Garage") on a site outside the Park to be determined. The County shall participate financially in the design, construction (including the cost of land acquisition, if any) and equipping of the West End Garage in the amount of Fifteen Million Dollars (\$15,000,000.00) ("County Contribution"). Subject to the shortfall provision set forth below, the County Contribution shall be funded as follows: (a) an initial payment from the County to the City due within sixty (60) days of execution of a separate agreement between the County and a third party for significant future private development of the Property ("Development Agreement") in the aggregate amount of the County Share of Net TIF Revenues (as those terms are defined in the Intergovernmental Agreement dated December 2, 2015 between the City and the County ("2015 IGA")) received by the County as of the date said initial payment is due ("Initial Payment") and (b) beginning with the fiscal year commencing on July 1 following the date of the Initial Payment, and continuing annually thereafter for the term of the 2015 IGA or until the County Contribution is otherwise satisfied, whichever date is earlier, the County shall remit to the City the County Share of Net TIF Revenues. In the event the aforementioned payments do not satisfy the County Contribution by June 30, 2022 and the County has not otherwise funded the shortfall, the County shall pay the City the shortfall in five (5) equal annual payments due on July 1st each year (which shall continue until such time as the County Contribution is fully satisfied). Furthermore, should the County decide not to utilize the Park for the Development of the Property, the County shall not be responsible for making any financial contribution in furtherance of the West End Garage. The City will own and operate the West End Garage and the County shall not be entitled to receive any revenues associated with operating the West End Garage nor shall the County be responsible for any operating, maintenance and capital expenses associated with the West End Garage.
5. No Extension of Park Agreement Term. The term of the Park Agreement shall not be extended without the written consent of the City.
6. Distribution of Revenues. The City's share of Revenues to be distributed under the methodology of Section 4, subsection "Third" of County Ordinance No. \_\_\_\_ ("Enabling Ordinance"), attached hereto as Exhibit II, shall not be reduced without the City's consent by resolution.

7. Removal of Property from the Park. Unless requested or consented to by resolution of the City, the County shall not: (a) take any affirmative action to remove the Property from the Park, (b) consent to the removal of the Property from the Park or (c) terminate the Park Agreement until such time as the County has satisfied its financial obligation under Paragraph 4 of this Agreement. Notwithstanding the foregoing, should the County decline to utilize the Park for the Development of the Property prior to a selected developer(s) receiving from the City final approval(s) to begin construction of the proposed Development or any phase thereof (whichever date is earlier), the County may terminate the Park Agreement and this Agreement without the consent of the City.
8. Binding Effect of Agreement. This Agreement serves as a written instrument, which is binding upon the City and County.
9. Complete Agreement; Amendment. This Agreement constitutes the entire agreement between the parties with respect to the Agreement's subject matter and supersedes all agreements, representations, warranties, statements, promises and understandings, whether oral or written, with respect to the subject matter hereof, and neither party shall be bound by any oral or written agreements, statements, promises, or understandings not specifically set forth in this Agreement. This Agreement may only be amended upon the enactment of ordinances by both the City and County, and a written amendment hereto executed by authorized officers of both the City and County.
10. Termination. This Agreement may not be terminated by either party hereto for a period of 30 years commencing with the effective date of this Agreement without mutual written consent duly approved by the parties, except as provided in Paragraph 7 above.
11. Miscellaneous. This Agreement may be executed in multiple counterparts, each of which taken together shall constitute an original. This Agreement shall be governed and interpreted under the laws of the State of South Carolina. If any part or provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining parts and provisions of this Agreement. The waiver of a breach of this Agreement by either party shall not operate as a waiver of any subsequent breach, and no delay in acting with regard to any breach of this Agreement shall be construed to be a waiver of the breach. Headings are inserted for convenience only and shall not be considered for any other purpose. All exhibits referenced above are attached hereto and incorporated herein as part of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and the year first above written.

Witness:

GREENVILLE COUNTY, SOUTH CAROLINA

\_\_\_\_\_

By: \_\_\_\_\_

Herman G. Kirven, Jr.

\_\_\_\_\_

Its: Chairman, County Council

\_\_\_\_\_

By: \_\_\_\_\_

Joseph M. Kernell

\_\_\_\_\_

Its: County Administrator

Witness:

CITY OF GREENVILLE, SOUTH CAROLINA

\_\_\_\_\_

By: \_\_\_\_\_

John F. Castile

\_\_\_\_\_

Its: City Manager

Attest: \_\_\_\_\_

City Clerk

EXHIBIT I  
AGREEMENT FOR DEVELOPMENT OF A JOINT COUNTY INDUSTRIAL/BUSINESS  
PARK BETWEEN GREENVILLE COUNTY AND ANDERSON COUNTY (UNIVERSITY  
RIDGE) DATED AS OF \_\_\_\_\_, 2017

**EXHIBIT II**  
**GREENVILLE COUNTY ORDINANCE No. \_\_\_\_ (ENABLING ORDINANCE)**

EXHIBIT III  
MAP OF THE WEST END