

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

**AGREEMENT FOR DEVELOPMENT OF
JOINT COUNTY INDUSTRIAL/BUSINESS PARK
(LIGHTHOUSE GREENVILLE LLC)**

This **AGREEMENT FOR DEVELOPMENT OF JOINT COUNTY INDUSTRIAL/BUSINESS PARK (LIGHTHOUSE GREENVILLE LLC)** (this “*Agreement*”) to be located within Greenville County and Anderson County is made and entered into as of this _____ day of _____, 2020, by and between Greenville County, South Carolina (“*Greenville County*”) and Anderson County, South Carolina (“*Anderson County*” and collectively, the “*Counties*”).

WITNESSETH:

WHEREAS, Greenville County and Anderson County are contiguous counties, which pursuant to Ordinance No. _____ enacted by Greenville County Council on _____, 2020, and Ordinance No. 2020-____ enacted by Anderson County Council on _____, 2020 (collectively, the “*Enabling Ordinances*”), have each determined that, in order to promote economic development and thus provide additional employment opportunities within both Counties, there should be established, initially in Greenville County, a Joint County Industrial/Business Park (Lighthouse Greenville LLC) (the “*Park*”), to be located upon property described in *Exhibit A* hereto; and

WHEREAS, as a consequence of the establishment of the Park, property comprising the Park and all property having a situs therein shall be exempt from ad valorem taxation pursuant to Article VIII, Section 13 of the Constitution of the State of South Carolina, 1895, as amended (the “*State Constitution*”), but the owners or lessees of such property shall pay annual fees in an amount equal to that amount 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 are 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 Greenville County and Anderson County, and their successors and assigns.

2. **Authorization.** Article VIII, Section 13(D) of the State 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 partner 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 taxing 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. Section 4-1-170, Code of Laws of South Carolina, 1976, as amended (the “*SC Code*”) satisfied the conditions imposed by Article VIII, Section 13(D) of the State Constitution and provides the statutory vehicle whereby a joint county industrial or business park may be created.

3. Location of the Park.

(A) Upon execution and delivery of this Agreement by the Parties hereto and without further action by either County, effective immediately upon the earlier of the following: the release of the Greenville County Property, hereinafter defined, from the West End Tax Increment District (“West End TIF”); or (ii) the expiration of the West End TIF, which is scheduled to expire on September 8, 2021, the Park shall consist solely of property located in Greenville County only, as further identified in **Exhibit A** (“Greenville County Property”). It is specifically recognized that the Park may, from time to time, consist of non-contiguous properties within each County. The boundaries of the Park may be enlarged or diminished from time to time as authorized by ordinances or resolutions of the County Councils of both Greenville County and Anderson County. Since the Park encompasses a portion of the City of Greenville, South Carolina, the Counties have obtained the consent of the City of Greenville prior to creation of the Park. If the Park subsequently encompasses all or a portion of a municipality, the Counties must obtain the consent of the municipality prior to expanding 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 to the ordinance an **Exhibit A** (Greenville County Property) which shall contain a legal description of the property to be added and/or diminished.

(C) Prior to the enactment by Greenville County Council and by Anderson County Council of ordinances authorizing the diminution of the boundaries of the Park, separate public hearings shall first be held by Greenville County Council and by Anderson County Council. Notice of such public hearings shall be published in newspapers of general circulation in Greenville County and Anderson County, respectively, at least once and not less than fifteen (15) days prior to such hearing. Notice of such public hearings 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) The owner, or, if applicable, lessee of any property located within the Park, may remove personal property from the Park at any time, unless specifically prohibited otherwise.

4. Fee in Lieu of Taxes. Pursuant to Article VIII, Section 13(D) of the State Constitution, property located in the Park shall be exempt from ad valorem taxation. The owners or lessees of the Greenville County Property situated in the Park shall pay in accordance with this Agreement an amount (referred to as fees in lieu of ad valorem property taxes) equivalent to the ad valorem property taxes that would have been due and payable but for the location of such property within the Park, provided that this paragraph shall not prohibit Greenville County or Anderson County from entering into a negotiated fee-in-lieu of tax incentive agreement applicable to any property located within the Park. Payments of fees in lieu of taxes will be made on or before the due date for taxes for a particular year. Penalties for late payment will be at the same rate as late tax payment. Any late payment beyond said date will accrue interest at the rate of statutory judgment interest. The Counties, acting by and through the Treasurers of Greenville County and Anderson County, shall maintain all liens and rights to foreclose upon liens provided for counties in the collection of ad valorem taxes.

5. Allocation of Expenses. Greenville County and Anderson County shall bear expenses, including, but not limited to, development, operation, maintenance and promotion of the Park and the cost of providing public services, in the following proportions:

If property is in the Greenville County portion of the Park:

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

If property is in the Anderson County portion of the Park:

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

6. Allocation of Revenues. Greenville County and Anderson County 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 (net of any special source revenue credits provided by either County) in the following proportions:

If property is in the Greenville County portion of the Park:

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

If property is in the Anderson County portion of the Park:

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

7. Revenue Allocation Within Each County.

(A) Revenues generated by the Park through the payment of fees in lieu of ad valorem property taxes shall be distributed to Greenville County and to Anderson County, as the case may be, according to the proportions established by Paragraph 6 herein. With respect to revenues allocable to Greenville County or Anderson County by way of fees in lieu of taxes generated within its own County (the "**Host County**"), such revenue shall be distributed within the Host County in the manner provided by the county council of the Host County; provided, that (i) all taxing districts which overlap the applicable revenue-generating portion of the Park shall receive at least some portion of the revenues generated from such portion, and (ii) with respect to amounts receivable in any fiscal year by a taxing entity, the governing body of such taxing entity shall allocate the revenues received to operations and/or debt service of such entity. Each Host County is hereby specifically authorized to use a portion of revenue for economic development purposes as permitted by law and as established by ordinance of the County Council of the Host County.

(B) Revenues allocable to Greenville County by way of fees in lieu of taxes generated within Anderson County shall be distributed solely to Greenville County. Revenues allocated to Anderson County by way of fees in lieu of taxes generated within Greenville County shall be distributed solely to Anderson County.

8. Fees In Lieu of Taxes Pursuant to Title 4 or Title 12 of the SC Code. It is hereby agreed that the entry by Greenville County into any one or more fee in lieu of tax agreements pursuant to Title 4 or Title 12 of the SC Code with respect to Greenville County Property located within the Greenville County portion of the Park and the terms of such agreements shall be at the sole discretion of Greenville County. Likewise, entry by Anderson County into any one or more fee in lieu of tax agreements pursuant to Title 4 or Title 12 of the SC Code with respect to Greenville County Property located within the Anderson County portion of the Park and the terms of such agreements shall be at the sole discretion of Anderson County.

9. Regulation and Jurisdiction. Except with respect to Park property located within the corporate limits of a municipality wherein such municipality's applicable ordinances shall apply, any ordinances of Greenville County and Anderson County concerning zoning, health and safety regulations, and building code requirements will apply for the respective portions of the Park in Greenville County and Anderson County. The Sheriff's Departments of Greenville County and Anderson County will have jurisdiction to make arrests and exercise all authority and power within the boundaries of the respective portions of the Park in Greenville County and Anderson County. Municipal police shall have concurrent law enforcement jurisdiction for any portion of the Park located within the corporate limits of such municipality. Emergency services and all other municipal services will be provided in the Park by whatever providers provide such services in the respective Greenville County and Anderson County portions of the Park.

10. 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 SC 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 Paragraph 6 and 7 herein.

11. 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.

12. Termination. Notwithstanding any provision of this Agreement to the contrary, Greenville County and Anderson County agree that this Agreement will automatically terminate upon the expiration or earlier termination of the Fee in Lieu of Tax Agreement by and between Greenville County, South Carolina and Lighthouse Greenville LLC dated as of _____, 2020.

[Remainder of Page Intentionally Left Blank]

WITNESS our hands and seals as of the date first above written.

GREENVILLE COUNTY, SOUTH CAROLINA

By: _____
Chairman of County Council
Greenville County, South Carolina

By: _____
County Administrator
Greenville County, South Carolina

ATTEST:

By: _____
Clerk to County Council
Greenville County, South Carolina

*[Signature Page 1 – Agreement for Development of Joint County Industrial/Business Park
(Lighthouse Greenville LLC)]*

ANDERSON COUNTY, SOUTH CAROLINA

By: _____
Chairman of County Council
Anderson County, South Carolina

By: _____
County Administrator
Anderson County, South Carolina

ATTEST:

By: _____
Clerk to County Council
Anderson County, South Carolina

*[Signature Page 2 – Agreement for Development of Joint County Industrial/Business Park
(Lighthouse Greenville LLC)]*

EXHIBIT A

GREENVILLE COUNTY PROPERTIES

322 Rhett Street

Parcel 1: All that certain piece, parcel or tract of land lying and being in the City of Greenville, Greenville County, South Carolina, and being more particularly described as follows: Beginning at a nail (POB 1) forming the corner of the intersection of the Northerly margin of the right-of-way of Rhett Street (50 foot public right-of-way) and the easterly margin of the right-of-way of Wardlaw Street (50 foot public right-of-way) and having SC Grid coordinates of N 1,098,595.144 E 1,577,768.789; thence along the Easterly margin of the right-of-way of Wardlaw Street N 17-35-26 W a distance of 275.93 feet to an iron pin, thence along the common line of BC&C of Greenville, LLC N 71-54-29 E a distance of 150.54 feet to an iron pin, thence along the common lines of S E Allen Enterprises, LLC and PED Leasing, General Partnership S 18-16-37 E a distance of 275.94 feet to a nail in an iron pipe, thence along the Northerly margin of the right-of-way of Rhett Street S 71-54-54 W a distance of 153.84 feet to the point of beginning and containing 41,994 SF or 0.964 acres, more or less.

106 Wardlaw Street

Parcel 2: All certain piece, parcel or tract of land lying and being in the City of Greenville, Greenville County, South Carolina, and being more particularly described as follows: Beginning at an iron pin (POB 2) on the Easterly margin of the right-of-way of Wardlaw Street (50 foot public right-of-way) and having SC Grid coordinates of N 1,098,858.172 E 1,577,685.400; thence along said right-of-way N 17-35-26 W a distance of 48.87 feet to a railroad spike, thence along the common line of Akua Boyenne Trust N 72-08-22 E a distance of 151.44 feet to an iron pin, thence along the common line of S E Allen Enterprises, LLC S 16-31-00 E a distance of 48.27 feet to an iron pin, thence S 71-54-29 W a distance of 150.54 feet to the point of beginning and containing 7,332 SF or 0.168 acres, more or less.

108 Wardlaw Street

All that piece, parcel or lot of land in Greenville Township, Greenville County, State of South Carolina, facing Wardlaw Street, having a frontage of 100 feet and depth of 150 feet. Beginning at the Northwest corner of the aforesaid lot, and running back with it North 72 degrees East 150 feet to the Old Ferguson and Park Division line, thence with that line North 18 degrees West 100 feet to a stake; thence South 72 degrees West parallel with the first call thereof 150 feet to Wardlaw Street; thence with said Street South 18 degrees East 100 feet to the beginning.

110 Wardlaw Street

All that piece, parcel and lot of land located on Wardlaw Street, in the County of Greenville, State of South Carolina, being shown as 15,281 square feet, 0.350 acres, more or less, on plat of survey prepared for Akua Boyenne Trust, 110 Wardlaw Street, City of Greenville, Greenville County, South Carolina, by Survey Matters, LLC, PLS 27454, dated May 29, 2018, recorded in Plat Book 1313 at Page 31 in the ROD Office for Greenville County, South Carolina. Said plat is incorporated herein for a more full and complete description as to the metes and bounds of said property.

EXHIBIT B

ANDERSON COUNTY PROPERTIES

None.