

3. **Location of the Park.**

(A) As of the date of this Agreement, the Park consists of property located in Greenville County, as is hereinafter more specifically described in Exhibit A hereto. 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 or diminished from time to time as authorized by ordinance of the host County in which such enlargement or diminishment is to occur.

(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 description of the properties located in the Park, as enlarged or diminished, together with a copy of the ordinance of Greenville County Council or Anderson County Council pursuant to which such enlargement or diminution was authorized. The Park may be enlarged to include additional property in Greenville County, or diminished to exclude or remove property in Greenville County, by ordinance of Greenville County, without the requirement of an ordinance of Anderson County. The Park may be enlarged to include additional property in Anderson County, or diminished to exclude or remove property in Anderson County, by ordinance of Anderson County, without the requirement of an ordinance of Greenville County.

(C) Prior to the enactment by Greenville County Council or by Anderson County Council of an ordinance 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 hearing shall be published in a newspaper of general circulation in Greenville County and Anderson County, respectively, at least once and not less than fifteen (15) days prior to such hearing.

4. **Fee-in-Lieu of Taxes.** Property located in the Park shall be exempt from *ad valorem* taxation 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 Section 4, to mean the *ad valorem* property taxes or other in-lieu of payments that would otherwise have been due to be paid to Greenville 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:

If property is located in Greenville County:

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

If property is located in Anderson County:

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

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:

If property is located in Greenville County:

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

Any payment by Greenville County to Anderson County of its allocable share of the fees-in-lieu of taxes from the Park as set forth above shall be made not later than ten (10) business days after the end of the calendar quarter in which Greenville County receives such payment from the occupants of the Park. In the event that the payment made by any occupant of a Park is made under protest or is otherwise in dispute, Greenville County shall not be obligated to pay to Anderson 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.

If property is located in Anderson County:

- | | | |
|----|-------------------|-----|
| 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 ten business (10) days after 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 a Park is made under protest or is otherwise in dispute, Anderson County shall not be obligated 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.** (A) 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 Greenville County and Anderson County in the manner directed by the respective ordinances enacted by such counties relating to the Park or such distribution from time to time, including, but not limited to, the allocation of the revenues such counties receive and retain from the Park for the payment of special source revenue bonds, provision of special source credits or payments, or other permitted uses of such revenues; 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 received in any fiscal year by a taxing entity, the governing body of the taxing entity shall allocate the revenues

received to operations and/or debt service of the entity. Each County is specifically authorized to use a portion of the revenue generated by portions of the Park located within its boundaries for economic development purposes as permitted by law and as established by ordinance of the county council of such 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 Code of Laws of South Carolina.** It is hereby agreed that the entry by Greenville County or Anderson County into any one or more negotiated fee-in-lieu of tax agreements or infrastructure (special source revenue credit) 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 Greenville County and Anderson County, respectively.

9. **Assessed Valuation.** For the purpose of calculating the bonded indebtedness limitation of the political subdivisions and overlapping tax districts which levy taxes in the park property described in Exhibit A, and for the purpose of computing the index of taxpaying ability of any applicable school districts located in either of the Counties 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 Greenville County and Anderson County and to each of the taxing entities within the Counties shall be identical to the percentage established for the allocation of revenue received and retained by the Counties and by each of the participating taxing entities therein pursuant to Paragraphs 6 and 7 respectively and any ordinance enacted by Greenville County or Anderson County which provides for the allocation or distribution of such revenue, subject, however, to the provisions of Section 4-29-68(E) of the Code of Laws of South Carolina, 1976, or any successor legislation.

10. **Ordinance and Law Enforcement Jurisdiction.** The ordinances of Greenville County and Anderson County, and any applicable municipality, 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. Furthermore, the Sherriff's Departments of Greenville County and Anderson County as well as any police department of any applicable municipality 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.

11. **Records.** The Counties 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 become 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.

12. **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.

13. **Termination.** Notwithstanding any provision of this Agreement to the contrary, Greenville County and Anderson County agree that this Agreement may not be terminated by either party for a period of forty (40) years commencing with the effective date hereof, such forty (40) year period recommencing upon the addition of property to the Park by Greenville County or Anderson County following the effective date hereof.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK
SIGNATURE PAGES FOLLOW**

WITNESS our hands and seals as of this ____ day of _____, 2023.

GREENVILLE COUNTY, SOUTH CAROLINA

By: _____
County Administrator
Greenville County, South Carolina

(SEAL)

ATTEST:

Clerk to County Council
Greenville County, South Carolina

WITNESS our hands and seals as of this ___ day of _____, 2023.

ANDERSON COUNTY, SOUTH CAROLINA

By:

County Administrator
Anderson County, South Carolina

(SEAL)

ATTEST:

Clerk to County Council
Anderson County, South Carolina

Exhibit A

Park Property

The Park is comprised of the following parcel(s):

Greenville County Property

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF GREENVILLE, STATE OF SC, AND IS DESCRIBED AS FOLLOWS:

ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE COUNTY OF GREENVILLE, STATE OF SOUTH CAROLINA, LOCATED ON BERA HEIGHTS ROAD AND CONTAINING 15.820 ACRES, AND BEING FURTHER DESCRIBED UPON A SURVEY FOR EXCELLENCE IN ACTION, INC., PREPARED BY SITE DESIGN, INC., DATED MAY 22, 2019, WHICH IS INCORPORATED FULLY HEREIN AND WHICH IS RECORDED IN PLAT BOOK 1338, PAGE 0043-0043. SAID PROPERTY HAS METES AND BOUNDS AS FOLLOWS: POINT OF BEGINNING BEING AT AN IRON PIN OLD 1/2" RB IN CONC LOCATED AT THE SOUTHERN MOST POINT OF THE PROPERTY LYING ON THE NORTH SIDE OF BERA HEIGHTS ROAD AND ON THE EAST SIDE OF THE PROPERTY LINE OF PROPERTY OWNED N/F UNITED STATES POSTAL SERVICE; THENCE PROCEEDING NORTH 38°40'12" WEST A DISTANCE OF 440.12' TO AN IPS 1/2" RB; THENCE PROCEEDING NORTH 39°43'20" EAST A DISTANCE OF 174.34' TO AN IPO 3/8" RB IN CONC; THENCE PROCEEDING NORTH 39°46'51" EAST A DISTANCE OF 1166.62' TO AN IPS 1/2" RB; THENCE PROCEEDING SOUTH 42°49'30" EAST A DISTANCE OF 698.00' TO AN IPO 5/8" RB W/ CAP; THENCE PROCEEDING SOUTH 50°31'28" WEST A DISTANCE OF 247.35' TO AN IPO 1/2" RB IN CONC; THENCE PROCEEDING NORTH 38°42'39" WEST A DISTANCE OF 200.51' TO AN IPO 1/2" RB BENT IN CONC; THENCE PROCEEDING SOUTH 46°25'21" WEST A DISTANCE OF 200.60' TO AN IPS 1/2" RB; THENCE PROCEEDING SOUTH 51°42'21" WEST A DISTANCE OF 200.00' TO AN IPS 1/2" RB; THENCE PROCEEDING SOUTH 38°17'39" EAST A DISTANCE OF 187.44' TO AN IPS 1/2" RB; THENCE PROCEEDING SOUTH 50°49'17" WEST A DISTANCE OF 715.82' TO THE IPO 1/2" RB IN CONC AND POINT OF THE BEGINNING.

Anderson County Property

None.