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OF COURT
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CLERK OF COURT
LANCASTER, SC

STATE OF SOUTH CAROLINA)
COUNTY OF LANCASTER)

ORDINANCE NO. 2015-1352

AN ORDINANCE

TO AUTHORIZE AND APPROVE AN AMENDED AND RESTATED MASTER MULTI-COUNTY PARK AGREEMENT BETWEEN CHESTERFIELD COUNTY, SOUTH CAROLINA AND LANCASTER COUNTY, SOUTH CAROLINA; AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO.

Be it ordained by the Council of Lancaster County, South Carolina:

Section 1. Findings and determinations; Purpose.

(A) The Council finds and determines that:

(1) Lancaster County, South Carolina ("Lancaster County") is authorized by Article VIII, Section 13(D) of the South Carolina Constitution and by Sections 4-1-170, -172 and -175 of the Code of Laws of South Carolina 1976, as amended, to jointly develop, in conjunction with contiguous counties, industrial and business parks (each a "Multi-County Park"); and

(2) Lancaster County and Chesterfield County, South Carolina ("Chesterfield County"), are contiguous counties; and

(3) Pursuant to Ordinance No. 2013-14-08, enacted by Chesterfield County Council on December 4, 2013, and Ordinance No. 2013-1230 enacted by Lancaster County Council on December 9, 2013, Lancaster County and Chesterfield County approved a Master Multi-County Park Agreement dated as of December 9, 2013 which provided for the establishment of a Multi-County Park (the "Original Park Agreement"); and

(4) the Original Park Agreement provides that property may be added to the Multi-County Park upon the passage of approving ordinances enacted by the respective county councils; and

(5) Lancaster County and Chesterfield County desire to simplify the process of adding property to the Park by revising Section 5(B)(1) of the Original Park Agreement to provide that property may be added to the Park Agreement by ordinance of the county in which the subject property is located and by resolution of the non-host county; and

(6) Chesterfield County and Lancaster County both desire to add several properties located in their respective counties to the Multi-County Park; and

(7) to effectuate the changes sought by Chesterfield County and Lancaster County to the Original Park Agreement and the Multi-County Park, the two counties are authorizing and approving an Amended and Restated Master Multi-County Park Agreement that includes the desired changes.

(B) It is the purpose of this ordinance, among other things, to authorize and approve an Amended and Restated Master Multi-County Park Agreement.

Section 2. Approval of Amended and Restated Master Multi-County Park Agreement.

(A) The Council Chair and the Council Secretary are authorized, empowered and directed, in the name of and on behalf of Lancaster County, to execute, acknowledge, and deliver an Amended and Restated Master Multi-County Park Agreement between Chesterfield County, South Carolina and Lancaster County, South Carolina (the "Amended and Restated Master Agreement"). The Clerk to Council is authorized to attest the execution of the Amended and Restated Master Agreement by the County officials. The form of the Amended and Restated Master Agreement is attached to this ordinance as Exhibit A and all terms, provisions and conditions of the Amended and Restated Master Agreement are incorporated into this ordinance as if the Amended and Restated Master Agreement were set out in this ordinance in its entirety. By adoption of this ordinance, Council approves the Amended and Restated Master Agreement and all of its terms, provisions and conditions. The Amended and Restated Master Agreement is to be in substantially the form as attached to this ordinance and hereby approved, or with such changes therein as the Council Chair and Council Secretary determine, upon advice of counsel, necessary and that do not materially change the matters contained in the form of the Amended and Restated Master Agreement.

(B) Prior to the execution of the Amended and Restated Master Agreement, as provided in Section 2(A) of this ordinance, the Council Chair and Council Secretary are authorized and directed to remove any property from the schedule of properties proposed to be included in the Multi-County Park if the property is inside the boundaries of a municipality and the municipality has not consented to the creation of the Multi-County Park as required by Section 4-1-170(C) of the Code of Laws of South Carolina 1976, as amended, unless the property was previously included in another multi-county park .

Section 3. Removal of parcel from prior park agreement.

Upon the later of the passage of this Ordinance or the passage of a counterpart ordinance by Chesterfield County authorizing and approving an Amended and Restated Master Agreement that includes the property owned by DC Custom Freight, d/b/a Fiber Fuels (Tax Map No. 37-58), such property will be removed from the prior multi-county park agreement between Chesterfield and Lancaster Counties dated August 13, 2012 (approved by Lancaster County Ordinance No. 1138 and Chesterfield County Ordinance No. 12-13-05).

Section 4. Distribution of Amended and Restated Master Agreement.

When Lancaster County and Chesterfield County have each passed an ordinance approving the Amended and Restated Master Agreement as provided in Section 2 of this ordinance, the County Administrator, in coordination with the County Administrator of Chesterfield County, shall cause to be distributed the Amended and Restated Master Agreement. A copy of the Amended and Restated Master Agreement, including Exhibit A (Lancaster County) and Exhibit B (Chesterfield County), shall be provided to the Clerk to Council, Assessor, Auditor and Treasurer of Lancaster County and Chesterfield County.

Section 5. Authority to Act.

The Council Chair, Council Secretary, Clerk to Council, County Administrator, County Attorney and all other appropriate officials of the County are authorized and directed to do any and all things necessary to effectuate the purposes of this ordinance and the performance of all obligations of the County under and pursuant to this ordinance.

Section 6. Conflicting provisions; Continuation of Ordinance No. 2015-1230.

(A) To the extent this ordinance contains provisions that conflict with provisions contained elsewhere in the Lancaster County Code or other County ordinances, resolutions, policies, procedures and actions, the provisions contained in this ordinance supersede all other provisions and this ordinance is controlling.

(B) Unless otherwise provided in this ordinance, all provisions of Ordinance No. 2013-1230, as amended, remain in place and apply with equal force and effect to the Amended and Restated Master Agreement.

Section 7. Severability.

If any section of this ordinance is, for any reason, determined to be void or invalid by a court of competent jurisdiction, it shall not affect the validity of any other section of this ordinance which is not itself void or invalid.

Section 8. Effective date.

This ordinance is effective upon third reading.

And it is so ordained, this 9th day of November, 2015.

LANCASTER COUNTY, SOUTH CAROLINA




Bob Bundy, Chair, County Council



Steve Harper, Secretary, County Council

ATTEST:



Debbie C. Hardin, Clerk to Council

First Reading: July 27, 2015
Second Reading: October 26, 2015
Public Hearing: November 9, 2015
Third Reading: November 9, 2015

Exhibit A to Ordinance No. 2015-1352

Amended and Restated Master Multi-County Park Agreement

See attached.

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Amended and Restated
Master Multi-County Park Agreement

between

Chesterfield County, South Carolina

and

Lancaster County, South Carolina

Originally Dated as of December 9, 2013 and
Effective July 1, 2014

Amended and Restated
as of
November 9, 2015

**Amended and Restated
Master Multi-County Park Agreement**

between

Chesterfield County, South Carolina and Lancaster County, South Carolina

**Originally Dated as of December 9, 2013 and Effective July 1, 2014
Amended and Restated as of November 9, 2015**

This AMENDED AND RESTATED MASTER MULTI-COUNTY PARK AGREEMENT is made and entered into as of the 9th day of November, 2015, by and between CHESTERFIELD COUNTY, SOUTH CAROLINA ("Chesterfield County") and LANCASTER COUNTY, SOUTH CAROLINA ("Lancaster County") (collectively, Chesterfield County and Lancaster County are the "Parties"), each a body politic and corporate, a political subdivision of the State of South Carolina ("Amended and Restated Master Agreement").

In consideration of the mutual agreements, representations and benefits contained in this Master Agreement and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Chesterfield County and Lancaster County agree as follows:

1. Effective Date. This Amended and Restated Master Agreement is effective at 12:00 a.m. (midnight), November 9, 2015 (the "Effective Date").

2. Authorization. Article VIII, section 13(D) of the South Carolina Constitution and Sections 4-1-170, -172, and -175 of the Code of Laws of South Carolina 1976, as amended (the "MCP Law"), authorizes contiguous counties to jointly develop industrial and business parks within the geographical boundaries of one or more of the participating counties. Lancaster County authorized and approved this Amended and Restated Master Agreement by passage of Ordinance No. 2015-1352 and Chesterfield County authorized and approved this Amended and Restated Master Agreement by passage of Ordinance No. 14-15-20.

3. Purpose; Intent. (A) *General.* The purpose of this Amended and Restated Master Agreement is to (i) provide for the establishment of a multi-county park in accordance with the MCP Law consisting of multiple properties located in each county, (ii) encourage the investment of capital and the creation of jobs in Lancaster County and Chesterfield County, and (iii) to provide a simple process for the two counties to use the multi-county park mechanism as a tool to recruit new business and industry to locate in the respective counties and to encourage the expansion of existing business and industry.

(B) *Prior Agreement.* It is the intention of the Parties for this Amended and Restated Master Multi-County Park Agreement to replace and supersede for all purposes the Master Multi-County Park Agreement between Chesterfield County, South Carolina and Lancaster County, South Carolina dated December 9, 2013 and effective July 1, 2014.

4. Agreement to Develop Park. The Parties agree to jointly develop an industrial and business park in accordance with the MCP Law and the terms and conditions of this Amended and Restated Master Agreement (the “Park”).

5. The Park. (A) *Location.* The Park consists of property located in Lancaster County, as further identified in Exhibit A (Lancaster County) to this Amended and Restated Master Agreement, and property located in Chesterfield County, as further identified in Exhibit B (Chesterfield County), to this Amended and Restated Master Agreement. The Park may consist of non-contiguous properties within each county.

(B) *Addition and Removal of Property.*

(1) *County Action Required.* Property may be added to the Park by ordinance of the county in which the subject property is located and resolution of the non-host county. Property may be removed from the Park by ordinances of both counties.

(2) *Revised Exhibits.* If property is added to or removed from the Park, this Amended and Restated Master Agreement is deemed amended and a revised Exhibit A (Lancaster County) or Exhibit B (Chesterfield County), as applicable, shall be prepared by the county in which the added or removed property is located. The revised exhibit must contain a description or other identification of the properties included in the Park, after the addition or removal. A copy of the revised exhibit shall be provided to the Administrator, Clerk to Council, Assessor, Auditor and Treasurer of Lancaster County and Chesterfield County.

(3) *Public Hearings and Notice.* Prior to the adoption by either county of an ordinance authorizing the removal of property from the Park, the county council in the county in which the property to be removed is located, shall hold a public hearing. The county that will conduct the public hearing must give notice of the public hearing by publication in a newspaper of general circulation in the county in which the public hearing will be held at least once and not less than fifteen (15) days prior to the public hearing. Notice of the public hearing shall also be served in the manner of service of process at least fifteen (15) days prior to the public hearing upon the owner of the real property and, if applicable, the lessee of any real property which would be removed from the Park.

6. 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 Amended and Restated Master Agreement and the MCP Law 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 the property within the Park (“Fee in Lieu of Taxes” or “FILOT”).

7. Allocation of Expenses. Lancaster County and Chesterfield County shall bear the expenses for the development, operation, maintenance and promotion of the Park and the cost of providing public services, in the following proportions:

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

(1)	Lancaster County	100%
(2)	Chesterfield County	0%

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

(1)	Lancaster County	0%
(2)	Chesterfield County	100%

8. Allocation of Revenues. Lancaster County and Chesterfield County shall receive an allocation of revenue generated by the Park through payment of Fee in Lieu of Taxes (net of any special source revenue bond payments or special source revenue credits) in the following proportions:

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

(1)	Lancaster County	99%
(2)	Chesterfield County	1%

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

(1)	Lancaster County	1%
(2)	Chesterfield County	99%

9. Revenue Allocation Within Each County. (A) *Host County.* Revenues generated by the Park through the payment of Fee in Lieu of Taxes shall be distributed to Lancaster County and to Chesterfield County, as applicable, according to the proportions established by Paragraph 8 of this Amended and Restated Master Agreement. With respect to revenues allocable to Lancaster County or Chesterfield County by way of FILOT generated within the respective county (the "Host County"), such revenue shall be distributed within the Host County in the manner provided by ordinance of the 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 received in any fiscal year by a taxing entity, the governing body of the taxing entity shall allocate the revenues received between operations and debt service of the taxing entity. Each Host County is specifically authorized to use a portion of the revenue for economic development purposes as permitted by law and as established by ordinance of the council of the Host County.

(B) *Non-Host County.* Revenues allocable to Lancaster County by way of FILOT generated within Chesterfield County shall be distributed solely to Lancaster County. Revenues allocated to Chesterfield County by way of FILOT generated within Lancaster County shall be distributed solely to Chesterfield County.

10. Fees In Lieu of Taxes Pursuant to Title 4 and Title 12 Code of Laws of South Carolina. The Parties agree that the entry by Lancaster County into any one or more fee in lieu of tax agreements pursuant to Title 4 or Title 12 of the Code of Laws of South Carolina 1976, as amended (“Negotiated Fee-in-Lieu of Tax Agreements”), with respect to property located within the Lancaster County portion of the Park and the terms of those agreements shall be at the sole discretion of Lancaster County. The Parties further agree that entry by Chesterfield County into any one or more Negotiated Fee-in-Lieu of Tax Agreements with respect to property located within the Chesterfield County portion of the Park and the terms of those agreements shall be at the sole discretion of Chesterfield County.

11. 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 of Laws of South Carolina 1976, as amended, allocation of the assessed value of property within the Park to Lancaster County and Chesterfield 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 Paragraphs 8 and 9 of this Amended and Restated Master Agreement.

12. Applicable Regulations. Any applicable ordinances and regulations of Chesterfield County concerning zoning, health and safety, and building code requirements shall apply to the Park properties in Chesterfield County unless the properties are within the boundaries of a municipality in which case the municipality’s applicable ordinances and regulations shall apply. Any applicable ordinances and regulations of Lancaster County concerning zoning, health and safety, and building code requirements shall apply to the Park properties in Lancaster County unless the properties are within the boundaries of a municipality in which case the municipality’s applicable ordinances and regulations shall apply.

13. Law Enforcement Jurisdiction. Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park properties in Chesterfield County is vested with the Sheriff’s Department of Chesterfield County. Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park properties in Lancaster County is vested with the Sheriff’s Department of Lancaster County. If any of the Park properties located in either Chesterfield County or Lancaster County 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.

14. Severability. If any provision or any part of a provision of this Amended and Restated Master Agreement is held invalid or unenforceable by a 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 Amended and Restated Master Agreement.

15. Amendments. The provisions of this Amended and Restated Master Agreement may be modified or amended only in a writing signed by the Parties.

16. Headings and Catch Lines. The headings of the paragraphs and subparagraphs of this Amended and Restated Master Agreement are inserted for convenience only and do not constitute a part of this Amended and Restated Master Agreement.

17. Governing Law. This Amended and Restated Master Agreement, and all documents executed in connection with it, shall be construed in accordance with and governed by the laws of the State of South Carolina.

18. Counterparts. This Amended and Restated Master Agreement may be executed in any number of counterparts, and all of the counterparts taken together constitute one and the same instrument.

19. Binding Agreement. This Amended and Restated Master Agreement is binding upon and shall inure to the benefit of the respective Parties.

20. Merger. This Amended and Restated Master Agreement, and all documents executed in connection with it, express the entire understanding and all agreements of the Parties with each other, and neither Lancaster County nor Chesterfield County has made or shall be bound by any agreement or any representation to the other party which is not expressly set forth in this Amended and Restated Master Agreement.

21. Waiver. Either party may waive compliance by the other party with any term or condition of this Amended and Restated Master Agreement only in a writing signed by the waiving party. The failure or delay on the part of any party hereto in exercising any right, power, or remedy hereunder shall not operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy hereunder. No waiver of any provision hereof shall be effective unless the same shall be in writing and signed by the waiving party hereto.

22. Termination. (A) *Duration and Renewal.* This Amended and Restated Master Agreement commences on the Effective Date and ends on December 31, 2063, *provided*, that this Amended and Restated Master Agreement is automatically extended for a renewal term of ten (10) years, and for not more than a total of five (5) ten (10) year renewal terms, unless either Lancaster County or Chesterfield County gives written notice to the other not less than one hundred eighty (180) days prior to the end of the applicable term that the party objects to the extension of this Amended and Restated Master Agreement. If either county gives written notice to the other of its objection to the extension of this Amended and Restated Master Agreement, then the county in which the real property is located shall give notice of the termination of this Amended and Restated Master Agreement to the owner of the real property and, if applicable, the lessee of any real property, located within the Park in that county not less than ninety (90) days prior to the end of the applicable term and the notice shall be provided in the manner set forth in subparagraph (B)(3) of Paragraph 5 of this Amended and Restated Master Agreement.

(B) *Mutual Termination.* Notwithstanding the provisions of subparagraph (A) of this Paragraph 22, the Parties may mutually agree to terminate this Amended and Restated

Master Agreement at any time upon passage of an ordinance to that effect by each county and after conducting a public hearing and giving notice as set forth in subparagraph (B)(3) of Paragraph 5 of this Amended and Restated Master Agreement.

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

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy
Chair, County Council

Steve Harper
Secretary, County Council

(Seal)

ATTEST:

Debbie C. Hardin
Clerk to Council

CHESTERFIELD COUNTY SIGNATURES FOLLOW ON NEXT PAGE.

CHESTERFIELD COUNTY, SOUTH CAROLINA

(SEAL)

J. Matthew Rivers
Chair, County Council

ATTEST:

Betty M. Boswell
Clerk to Council

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EXHIBIT A (Lancaster County)

Lancaster County Property

A. Properties included pursuant to Lancaster County Ordinance No. 2013-1230, enacted on December 9, 2013 and effective July 1, 2014:

U.S. 521 –Northfield Drive-Business Park

<u>Tax Map No.</u>	<u>Owner</u>
0010-00-050.00	LIP Lot 14 LLC
0010-00-050.03	Little Buildings LLC
0010-00-050.05	William O. Powers
0010-00-050.06	South Atlantic Environmental
0010-00-050.08	Lancaster Industrial Park LLC
0010-00-050.09	Lancaster Industrial Park LLC
0010-00-050.10	Lancaster Industrial Park LLC
0010-00-050.11	John F. Shepherd
0010-00-050.12	C.W. Bennett
0010-00-050.13	Lancaster Industrial Park LLC
0010-00-050.14	G&G 9106 Northfield Drive LLC
0010-00-050.15	G&G 9106 Northfield Drive LLC
0010-00-050.16	G&G 9106 Northfield Drive LLC
0010-00-050.17	Thomas Concrete of Carolina
0010-00-050.18	Cemex Construction Materials
0010-00-050.19	Concrete Supply Co.

Lancaster County Air Rail Park

<u>Tax Map No.</u>	<u>Owner</u>
0066-00-039.00	Fancy Pocket USA Holdings, Inc.
0066-00-040.00	Lancaster County
0083-00-007.01	Lancaster County

S.C. 9 – U.S. 521 By-Pass Business Park

<u>Tax Map No.</u>	<u>Owner</u>
0061-00-104.02	Turnils Inc.
0061-00-104.04	Metso/Jim Loen 2008 LLC
0068-00-018.01	Nutramax
0068-00-018.06	Nutramax
0068-00-018.07	Nutramax

0068-00-018.03

Risc LLC (Cooley Bldg)

S.C. 160 - McMillian Park

Tax Map No.

Owner

0007-00-008.00

DVG Real Property LLC

0007-00-008.03

Allegiance (Cardinal Health)

0007-00-008.05

Kennametal

B. Properties included pursuant to Lancaster County Ordinance No. 2014-1313, enacted on November 10, 2014 and effective November 10, 2014:

1320 Camp Creek Road

Tax Map No.

Owner

0068F-0B-007.00

RAL Industries LLC

C. Properties included pursuant to Lancaster County Ordinance No. 2015-1324, enacted on February 9, 2015 and effective February 9, 2015:

1531 Camp Creek Road

Tax Map No.

Owner

0068-00-035.00

Silgan Containers Manufacturing
Corporation

D. Properties included pursuant to Lancaster County Ordinance No. 2015-1352, enacted on November 9, 2015 and effective November 9, 2015:

1759 Flat Creek Road

Tax Map No.

Owner

0080-00-001.00
(Nutramax)

Hosiery Corporation of America

3888 Chester Highway (S.C. 9)

Tax Map No.

Owner

0066-00-033.00

Lancaster County

EXHIBIT B (Chesterfield County)
Chesterfield County Property

Properties included pursuant to Chesterfield County Ordinance No. 14-15-20, enacted on November 4, 2015 and effective _____, 2015:

755 State Road S-13-680

<u>Tax Map No.</u>	<u>Owner</u>
37-58	DC Custom Freight, LLC d/b/a Fiber Fuels

U.S. 601 Near State Road 13-580 (Philadelphia Church Road)

<u>Tax Map No.</u>	<u>Owner</u>
18-201	TS4, LLC/Titan Stainless of North Carolina, Inc.

506 Usher

<u>Tax Map No.</u>	<u>Owner</u>
31-8-1-14 and 31-8-01-11 (p/o)	TS4, LLC/Titan Stainless of North Carolina, Inc.

Rollins Road

<u>Tax Map No.</u>	<u>Owner</u>
32-97	Conbraco Industries, Inc.

Intersection of S13-513 and S.C. Highway 151 Business

<u>Tax Map No.</u>	<u>Owner</u>
32-7	Conbraco Industries, Inc.

3.14 acres, Hwy. 1

<u>Tax Map No.</u>	<u>Owner</u>
259-11-4-2	Carolina Cannery, Inc.

Andrew Bloomfield Home Place

<u>Tax Map No.</u>	<u>Owner</u>
259-11-4-1	Carolina Cannery, Inc.

14.94 acres, U.S. Highway 52

<u>Tax Map No.</u>	<u>Owner</u>
259-11-4-3	Carolina Cannery, Inc.

S. C. Highway 9

<u>Tax Map No.</u>	<u>Owner</u>
258-14-4-1	Highland Industries, Inc.

North of Evans Row Road

<u>Tax Map No.</u>	<u>Owner</u>
259-12-4-7	Schaeffler Group

S.C. Highway S-13-388 and Oak Street

<u>Tax Map No.</u>	<u>Owner</u>
259-1	Schaeffler Group

22.84 Acres West of Town of Cheraw

<u>Tax Map No.</u>	<u>Owner</u>
244-10	Schaeffler Group