AN ORDINANCE TO ESTABLISH, PURSUANT TO SECTION 4-1-170 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED, A MULTI-COUNTY INDUSTRIAL/BUSINESS PARK, IN CONJUNCTION WITH HAMPTON COUNTY, SOUTH CAROLINA; TO PROVIDE FOR A WRITTEN AGREEMENT WITH HAMPTON COUNTY AS TO THE SHARING OF THE REVENUES AND EXPENSES OF THE PARK; TO PROVIDE FOR THE DISTRIBUTION OF REVENUES FROM THE PARK AMONG TAXING ENTITIES HAVING JURISDICTION OVER THE PARK; TO PROVIDE FOR A FEE IN LIEU OF AD VALOREM TAXATION; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Jasper County, South Carolina ("Jasper County") and Hampton County, South Carolina ("Hampton County") (collectively, the "Counties" and together with any additional counties that become parties to the MCP Agreement described below, the "Member Counties"), as authorized under Article VIII, Section 13(D) of the South Carolina Constitution and the Code of Laws of South Carolina 1976, as amended (the "Code"), and in particular, Section 4-1-170 of the Code (the "Act"), propose to establish jointly a multi-county industrial/business park within the geographical boundaries of one or more of the Member Counties (the "Park"); and

WHEREAS, Article VIII, Section 13(B) of the South Carolina Constitution provides that nothing in the State Constitution may be construed to prohibit any of the counties in South Carolina from agreeing to share the lawful cost, responsibility, and administration of functions with one or more governments, whether within or without the State of South Carolina; and

WHEREAS, in order to promote the economic development of Jasper County and Hampton County, the Counties have initially agreed to include in the Park properties located in Jasper County and described in Exhibits A-1 through A-5 hereto (the "Initial Properties") and as more particularly described in Exhibits A-1 through A-5 to that certain Agreement for the Establishment of Multi-County Industrial/Business Park to be entered into by the Counties as of such date as may be agreed to by the Counties (the "MCP Agreement"); and

WHEREAS, the Counties have agreed to the specific terms and conditions of the arrangement set forth in the MCP Agreement; and

WHEREAS, the Counties now desire to establish the Park to include the Initial Property; and

WHEREAS, no portion of the Initial Property is located within the municipal limits of any municipality;

NOW, THEREFORE, BE IT ORDAINED BY THE JASPER COUNTY COUNCIL AS FOLLOWS:

Section 1. Establishment of Multi-County Park; Approval of MCP Agreement; Location of Park; Change of Park Boundaries.

(a) There is hereby authorized to be established, initially in conjunction with Hampton County, a multi-county industrial/business park to include therein the Initial Property. The form, provisions, terms, and conditions of the MCP Agreement in substantially the form before Jasper County Council (the "County Council") at the meeting at which this Ordinance receives third reading, and filed with the Clerk to County Council, be and they are hereby approved, and all of the provisions, terms, and conditions thereof are hereby incorporated herein by reference as if the MCP Agreement were set out in this Ordinance in its entirety.

(b) The MCP Agreement is to be in substantially the form before the meeting at which this Ordinance receives third reading, and is hereby approved, with such changes therein as shall not materially adversely affect the rights of Jasper County thereunder and as shall be approved by the officials of Jasper County executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the MCP Agreement before the meeting at which this Ordinance receives third reading. The Chairman of County Council, for and on behalf of Jasper County, is hereby authorized, empowered, and directed to do any and all things necessary or proper to effect the establishment of the Park and the execution and delivery of the MCP Agreement and the performance of all obligations of Jasper County under and pursuant to the MCP Agreement and to carry out the transactions contemplated thereby and by this Ordinance.

(c) As of the date of enactment of this Ordinance, the Park shall consist of the Initial Properties located in Jasper County. It is recognized that the Park may from time to time consist of non-contiguous properties within each Member County. The boundaries of the Park may be enlarged or diminished from time to time as authorized by (a) an ordinance of the Member County in which the property to be added or removed from the Park is actually located, and (b) a resolution (or comparable action) of the governing bodies of all other Member Counties.

Section 2. Payment of Fee-in-lieu of Taxes. (a) In accordance with Article VIII, Section 13(D) of the South Carolina Constitution, the area comprising the Park and all property having a situs therein is exempt from all *ad valorem* taxation. All owners and lessees of property situated in the Park will pay a fee in lieu of *ad valorem* taxes as provided for in the MCP Agreement. The fee paid in lieu of *ad valorem* taxes shall be paid to the county treasurer of the county in which such property is located. That portion of the fee from the Park property located in a Member County and allocated pursuant to the MCP Agreement to the other Member Counties shall be paid to the respective county treasurer (or other designated official) of the other Member Counties in accordance with the terms of the MCP Agreement. Payments of fees in lieu of *ad valorem* taxes for each year will be due on the due date for property taxes for such year. Penalties for late payment will be at the same rate as late tax payments. Any late payment beyond the due date will accrue interest at the same rate as late tax payments. The Member Counties, acting by and through the appropriate official, shall maintain all liens and rights to foreclose upon liens provided for counties in the collection of *ad valorem* taxes.

(b) Nothing herein shall be construed to prohibit any Member County from negotiating and collecting reduced fees in lieu of taxes pursuant to Title 4, Chapter 29 or Chapter

12, or Title 12, Chapter 44 of the Code of Laws of South Carolina 1976, as amended, or any similar provision of South Carolina law.

Section 3. Sharing of Expenses and Revenues. Sharing of expenses and revenues of the Park by the Member Counties shall be as set forth in the MCP Agreement.

Section 4. Distribution of Revenues to Taxing Entities.

(a) Revenues from the Park shall be distributed to and within the Member Counties as set forth in the MCP Agreement, as such may be amended from time to time.

(b) In accordance with Section 7 of the MCP Agreement, Jasper County Council hereby initially provides by this Ordinance that Jasper Park Revenues (as defined in the MCP Agreement) shall be distributed to all taxing districts which overlap the applicable revenue-generating portion of the Park in the same relative percentages as the relevant millage rates imposed by such taxing districts at the time of the collection of such Jasper Park Revenues. The governing body of such taxing district shall determine the manner of allocation of such Park Revenues that it receives, subject to any limitations imposed by law upon any such governing body. Notwithstanding the foregoing, Jasper County Council may use a portion of Jasper Park Revenues for economic development purposes as permitted by law and as established by ordinance of the Jasper County Council, and in its sole discretion, modify the initial allocation of Park Revenues under this Ordinance by subsequent ordinance, subject to the provisions of Section 4(d) below.

(c) For purposes of this Ordinance and the MCP Agreement, revenues received from the imposition of uniform user fees ("User Fees"), including those imposed under the authority of Section 4-9-30(5) of the Code, Title 4, Chapter 19 of the Code, or similar authorizations, including assessments under County Improvement Districts, shall not be treated as Park Revenues (as defined in the MCP Agreement) notwithstanding that such User Fees are calculated on the same basis as ad valorem property taxes. Such User Fees shall be distributed to Jasper County or such other governmental entity as provided in the proceedings authorizing such User Fees, without reference to paragraphs (A) or (B) of Section 7 of the MCIP Agreement. As of the date of final approval of this Ordinance, Jasper County currently imposes such User Fees with respect to the Cherry Point Fire Protection District, and assessments under the Point South County Improvement District.

(d) Any distribution of Jasper Park Revenues pursuant to paragraph (b) of this Section 4 and the MCP Agreement must be in accordance with applicable law, including as of the date of original execution and delivery of the MCP Agreement, Section 4-1-170 of the Code, Article VIII, Section 13(D) of the Constitution of South Carolina, and *Horry County School District v. Horry County*, 346 S.C. 621, 552 S.E.2d 737 (2001). To the extent that a school district receives Jasper Park Revenues, then the Jasper Park Revenues received by such school district shall be divided on a pro-rata basis between operational and debt service expenditures in accordance with the amount of operating and debt service millage levied by such school district or collected on behalf of such school district.

Section 5. Governing Laws and Regulations. In order to avoid any conflict of laws or ordinances among the Member Counties, the ordinances or other local laws of each Member County will be the reference for such regulations or laws in connection with Park premises located within such Member County. Nothing herein shall be taken to supersede any applicable state or federal law or regulation. The Member County in which a parcel of Park premises is located is specifically authorized to adopt restrictive covenants and land use requirements in accordance with law for each such parcel at that Member County's sole discretion. The ordinances of a Member County shall in no way apply to Park property not located in such Member County.

Section 6. Admission of Additional Parties. The MCP Agreement may be amended from time to time to add additional counties or other political subdivisions located within South Carolina or outside South Carolina, subject to any limitation contained in Article VIII, Section 13 of the Constitution of South Carolina or Title 4, Chapter 1 of the Code of Laws of South Carolina 1976, as amended, by ordinances or comparable action of the governing body of each Member County. Upon approval of all Member Counties, the MCP Agreement shall be amended to admit such political subdivision as a party thereto, with such rights and obligations as shall be provided in the MCP Agreement as so amended and applicable law.

Section 7. Savings Clause. If any portion of this Ordinance shall be held void or otherwise invalid, the validity and binding effect of the remaining portions shall not be affected thereby.

Section 8. General Repealer. Any prior ordinance or resolution, the terms of which are in conflict herewith, is, only to the extent of such conflict, hereby repealed.

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Section 9. **Effectiveness.** This Ordinance shall be effective upon approval following third and final reading.

JASPER COUNTY, SOUTH CAROLINA

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

ATTEST:

_____
Clerk to County Council
Jasper County, South Carolina

First reading:	August 27, 2020
Second reading:	September 8, 2020
Public hearing:	September 21, 2020
Third reading:	September 21, 2020

EXHIBITS

Project Fraser Description of
Initial Properties

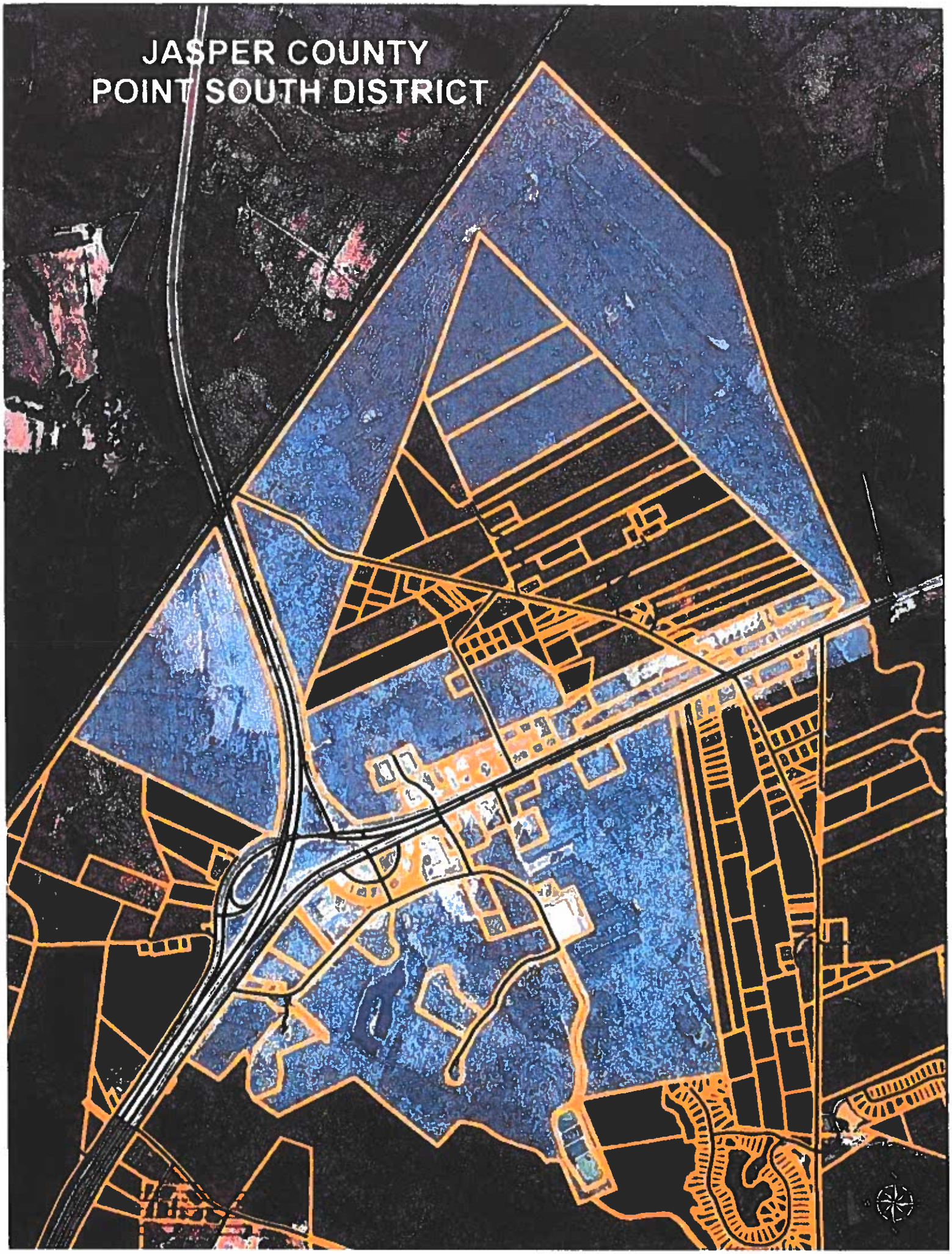
EXHIBIT A-1

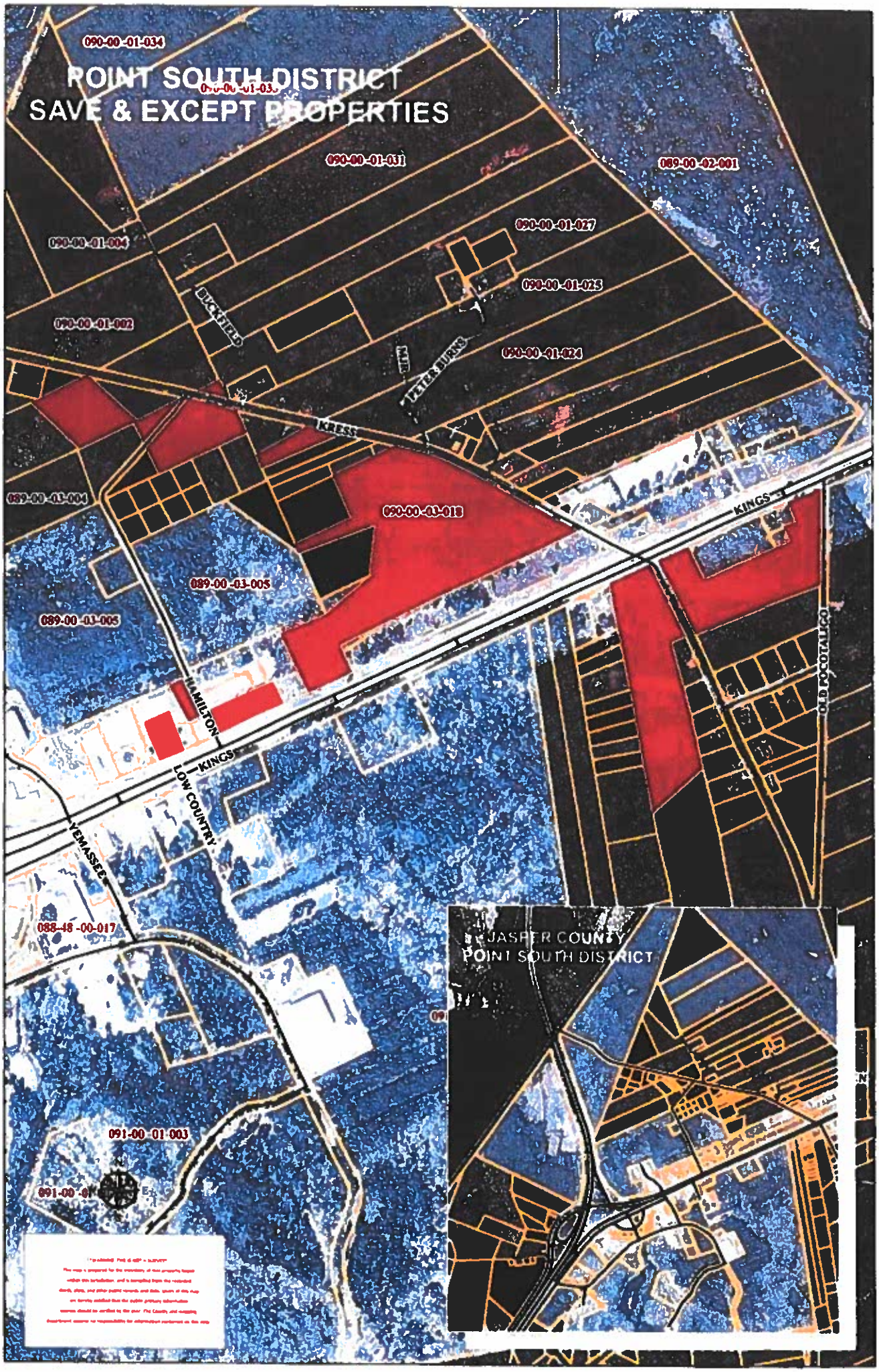
All those certain pieces parcels, lots or tracts of land, including but not limited to those located in the area generally described as Point South, Jasper County, South Carolina, lying within that area bounded on the East by the boundary of Jasper County with Beaufort County, beginning at a point 250' South of the Right of Way of US Highway 17, then Northward along the County line to the boundary with Hampton County, thence Southwesterly along the county line with Hampton to a point being the southwestern boundary corner of tax parcel 089-00-02-003; thence Easterly along the southern boundary of tax parcel 089-00-02-003 to its intersection with the right of way of I-95; thence southerly along the right of way boundary line to a point being the extension of Heyward Road across I-95; thence northerly along the eastern right of way of I-95 to a point being the southern boundary corner of tax parcel 088-00-04-001; thence easterly in general direction along the southern boundaries of tax parcels 088-00-04-001and 088-00-04-051 to a point being the southwestern corner of the Point South Partners tax parcel 091-00-01-003; thence Easterly and Northerly along the boundary of that tax parcel to its intersection with and boundary of tax parcel 091-00-01-061 of Point South Ventures, LLC; thence Eastward along the southern boundary of tax parcel 091-00-01-061 to its intersection with the boundary of the adjacent tax parcel 091-00-01-021; thence Northerly along the western boundary line of tax parcel 091-00-01-021 towards US Highway 17 to a point 250 feet south of the right of way of US Highway 17 , and thence eastward to the point of beginning, being 250 feet South of the right of way of Highway 17 and Jasper/Beaufort County line.

SAVE AND EXCEPT those tax parcels having single family homes or non-commercial structures located thereon as of the effective date of this ordinance, including the following:

090-00-02-006	090-00-02-009
090-00-02-012	090-00-02-013
090-00-02-017	090-00-03-004
090-00-03-005	090-00-03-011
090-00-03-012	090-00-03-013
090-00-03-017	090-00-03-018
090-00-03-019	090-00-03-020
090-00-04-003	090-00-04-004
090-00-04-005	090-00-05-001
090-00-05-002	090-00-05-004

A sketch drawing illustrating the general boundaries follows for reference purposes


JASPER COUNTY
POINT SOUTH DISTRICT


POINT SOUTH DISTRICT
SAVE & EXCEPT PROPERTIES
090-00-01-034
090-00-01-031
089-00-02-001
090-00-01-027
090-00-01-004
090-00-01-025
090-00-01-002
090-00-01-024
BUCKFIELD
MIR
PETER BURNS
KRESS
089-00-03-004
090-00-03-018
KINGS
089-00-03-005
089-00-03-005
HAMILTON
KINGS
LOW COUNTRY
YEMASSEE
OLD POCOTALIGO
088-48-00-017
JASPER COUNTY
POINT SOUTH DISTRICT
091-00-01-003

Project Fraser Description of
Initial Properties

EXHIBIT A-2

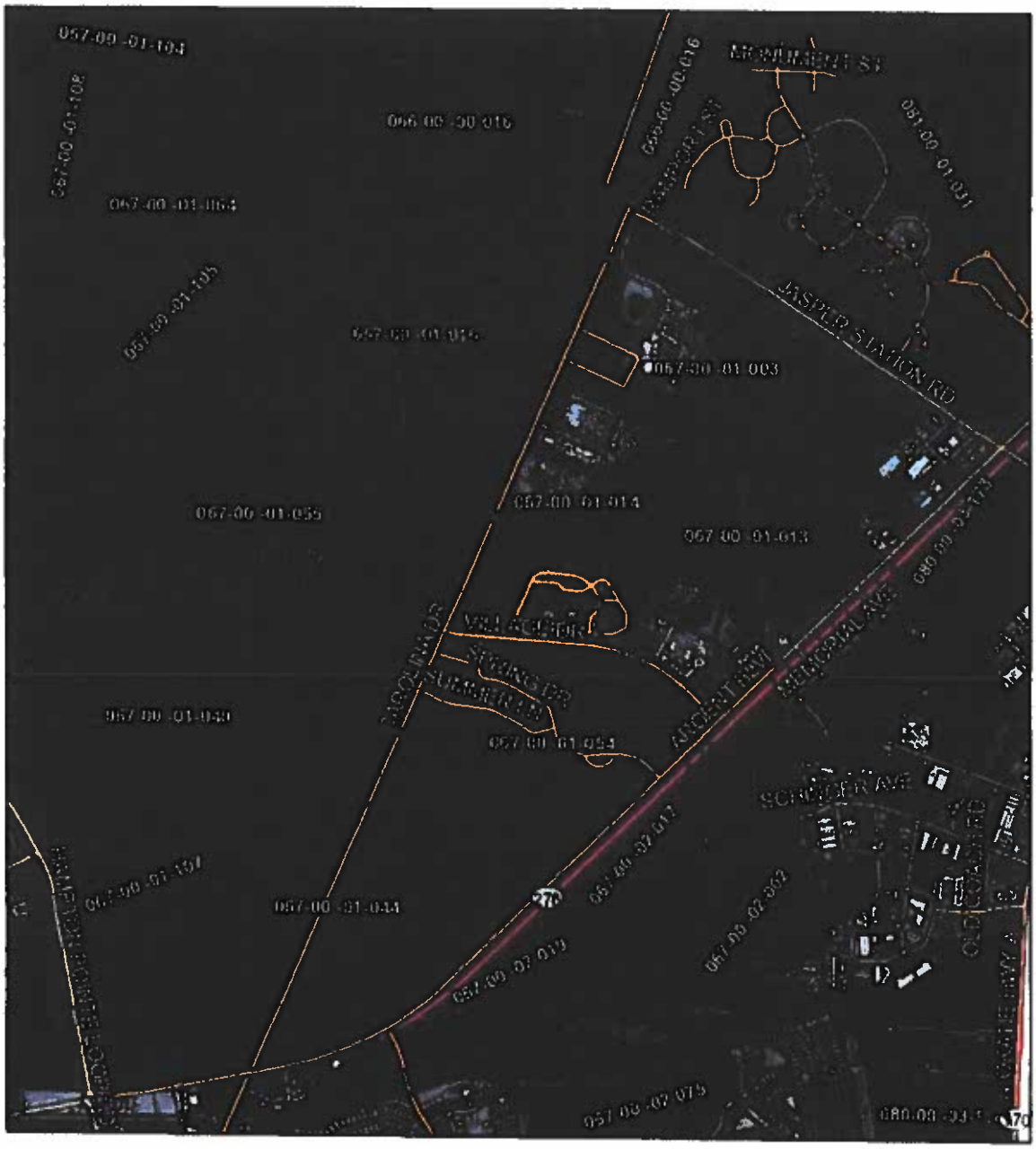
All those certain pieces parcels, lots or tracts of land, located in the area described in the Peninsula Tract Development Agreement, as first recorded in the Office of the Register of Deeds for Jasper County, South Carolina in Volume 16, pages 110-129, and subsequently re-recorded in Volume 18-1-20, more particularly described in the legal description attached thereto, save and except the following tax parcels:

067-00-01-068
067-00-01-039

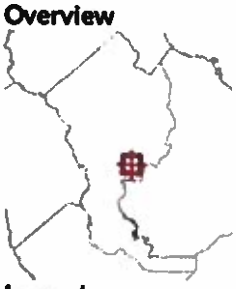
A sketch drawing illustrating the general boundaries follows for reference purposes

THE PENINSULA TRACT
JASPER STATION
067-00-01-003
067-00-01-013
067-00-01-048
067-00-01-068
067-00-01-014
CAROLINA PARK
SHOREHAVEN
SEAGRASS
PALM
ARGENT
VILLAGE
SPRING
SUMMER
CAROLINA
067-00-01-054
067-00-01-070
067-00-01-055
067-00-01-016
067-00-01-105
067-00-02-007
067-00-02-017
067-00-01-044
067-00-01-040

qPublic.net™ Jasper County, SC



Overview



Legend

- Parcels
- Roads

Date created: 9/14/2020
Last Data Uploaded: 9/12/2020 12:05:09 AM

Developed by Schneider GEOSPATIAL

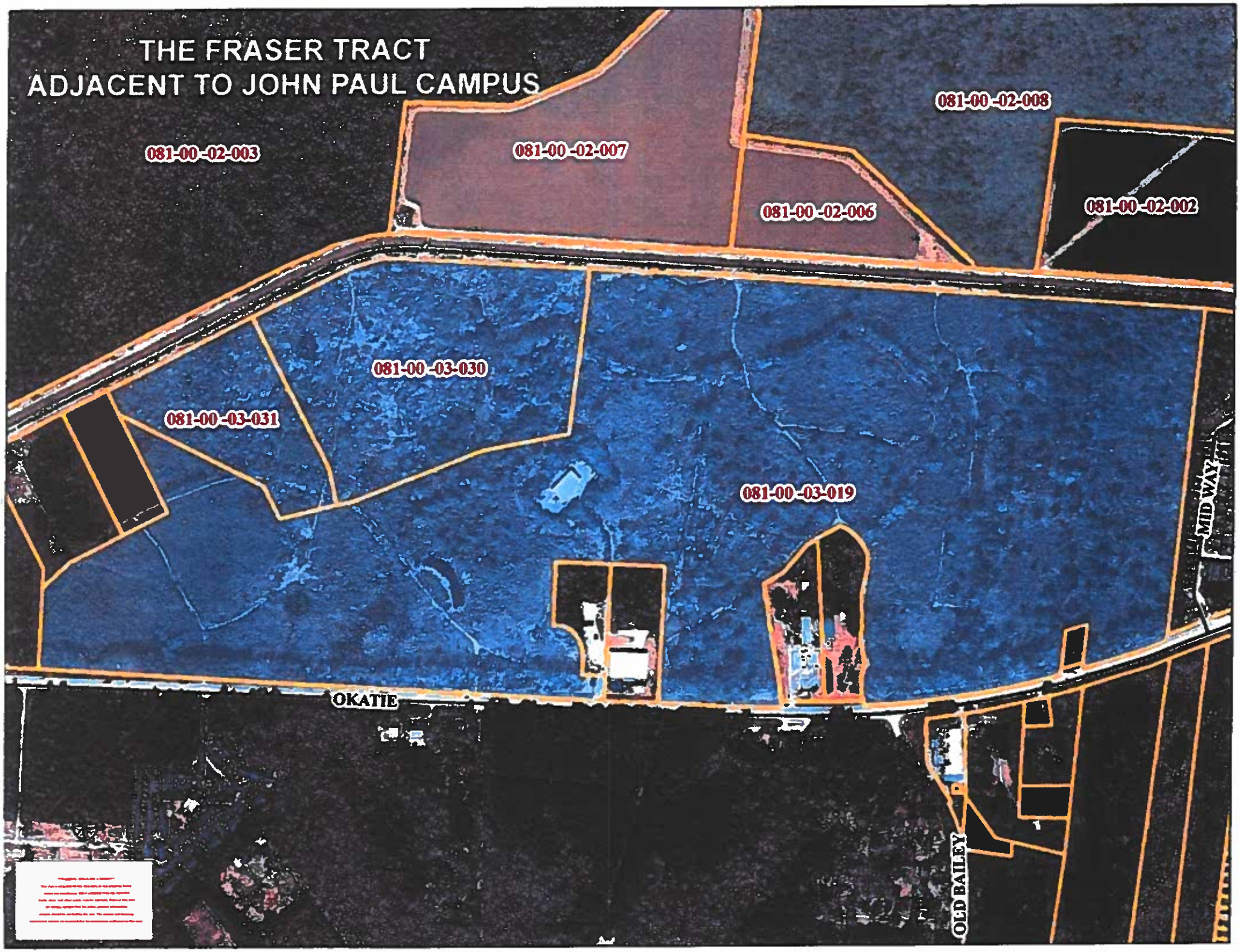
Project Fraser Description of
Initial Properties

EXHIBIT A-3

All those certain pieces parcels, lots or tracts of land, located in the area adjacent to the campus of John Paul II in the Okatie area of Jasper County, South Carolina, being presently owned by the First Carolina Corporation of South Carolina, and being identified as the following tax parcels, and being the remaining portions of the property lying to the South of the Beaufort-Jasper Water and Sewer Authority Canal property that was conveyed to First Carolina Corp of South Carolina by deed recorded at Volume 94 at Page 1838 in the Register of Deeds for Jasper County, South Carolina:

081-00-03-019
080-00-03-030
080-00-03-031

A sketch drawing illustrating the general boundaries follows for reference purposes


THE FRASER TRACT
ADJACENT TO JOHN PAUL CAMPUS
081-00-02-003
081-00-02-007
081-00-02-008
081-00-02-006
081-00-02-002
081-00-03-030
081-00-03-031
081-00-03-019
MID WAY
OKATIE
OLD BAILEY

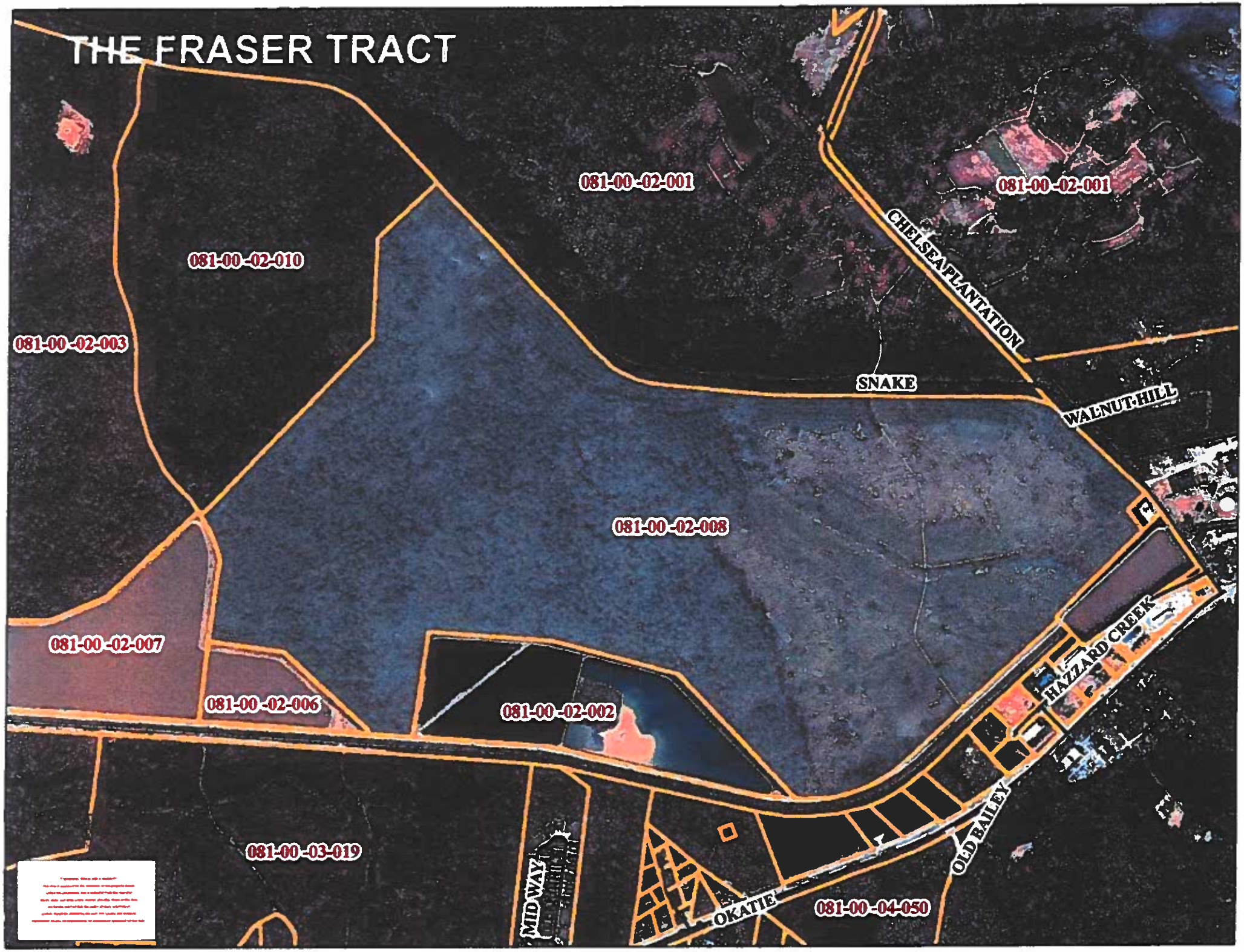
Project Fraser Description of
Initial Properties

EXHIBIT A-4

All those certain pieces parcels, lots or tracts of land, located in the area lying to the South and West of Snake Road, and North of the Beaufort-Jasper Water and Sewer Authority Canal property, being presently owned by Chelsea Plantation, LLC, consisting of 442 acres, more or less, being identified as the following tax parcel:

081-00 -02-008

A sketch drawing illustrating the general boundaries follows for reference purposes


THE FRASER TRACT
081-00-02-001
081-00-02-001
081-00-02-010
081-00-02-003
CHELSEA PLANTATION
SNAKE
WALNUT HILL
081-00-02-008
081-00-02-007
081-00-02-006
081-00-02-002
HAZZARD CREEK
OLD BAILEY
081-00-03-019
MID WAY
OKATIE
081-00-04-050

Project Fraser Description of
Initial Properties

EXHIBIT A-5

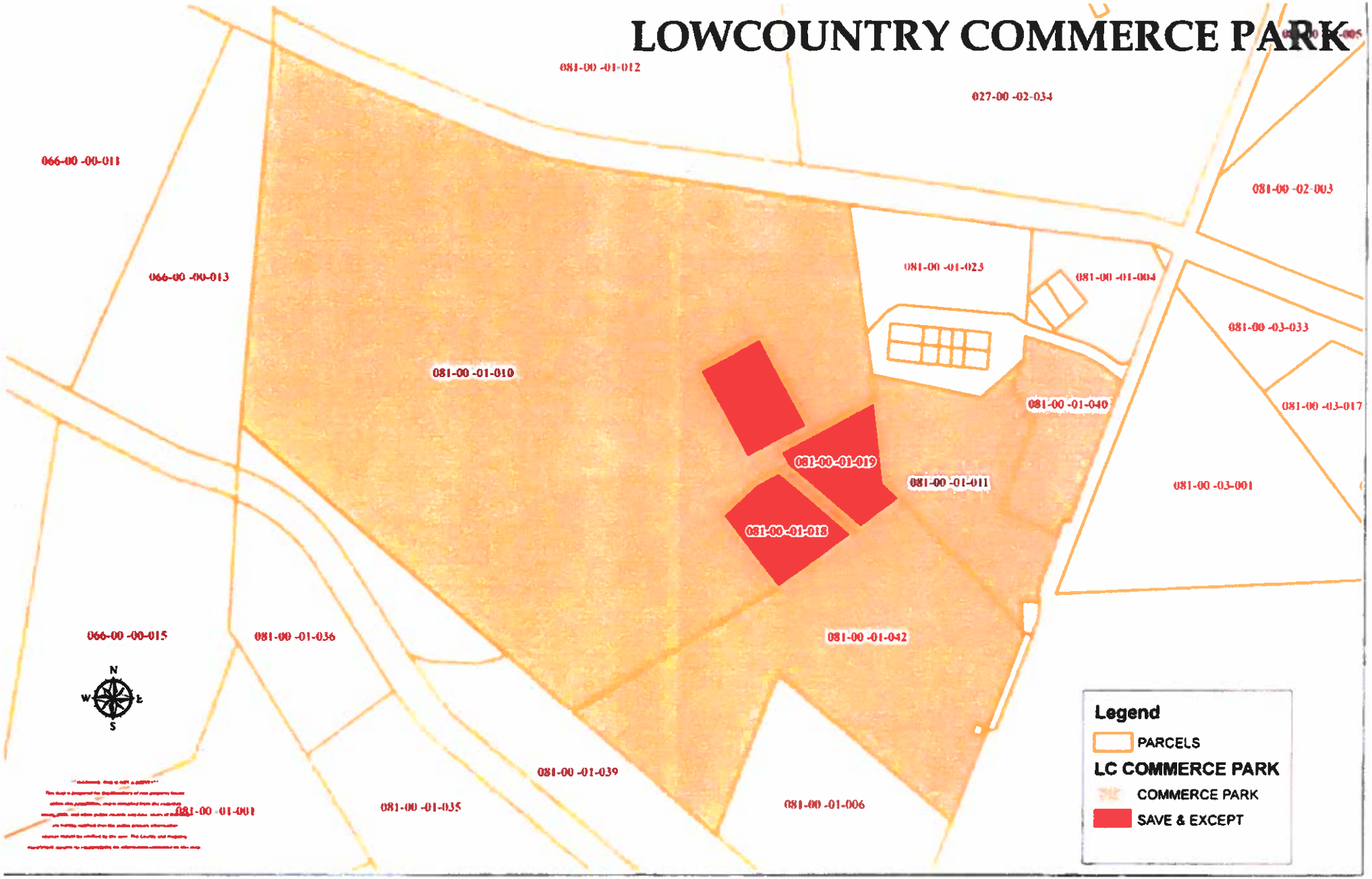
All those certain pieces parcels, lots or tracts of land, located in the area of Jasper County, South Carolina generally known as the Lowcountry Commerce Park Planned Development District, as described in that certain Development Agreement recorded in the Office of the Register of Deeds in Volume 789 at Pages 081 – 592:

SAVE AND EXCEPT those tax parcels having single family homes structures located thereon as of the effective date of this ordinance, including the following:

081-00-01-015
081-00-01-018
081-00-01-019

A sketch drawing illustrating the general boundaries follows for reference purposes

LOWCOUNTRY COMMERCE PARK



AGREEMENT FOR THE
ESTABLISHMENT OF MULTI-COUNTY
INDUSTRIAL/BUSINESS PARK

THIS AGREEMENT FOR THE ESTABLISHMENT OF A MULTI-COUNTY INDUSTRIAL/BUSINESS PARK is made and entered into and to be effective as of _____, 2020 (this "Agreement"), by and between Jasper County, South Carolina ("Jasper County") and Hampton County, South Carolina ("Hampton County") (collectively the "Counties" and together with any additional counties that become parties hereto, the "Member Counties").

RECITALS

WHEREAS, the County Councils of Jasper County and Hampton County have determined that, in order to further promote economic development and thus provide additional employment opportunities within each of the Counties, there should be established a Multi-County Industrial/Business Park (the "Park") upon the property described in Exhibit A attached hereto (the "Initial Property"), which Park shall be in addition to previous multi-county industrial or business parks previously established among the Counties; and

WHEREAS, as a consequence of the establishment of the Park, the area comprising the Park and all property having a situs therein shall be exempt from all *ad valorem* taxation, but the owners, or any lessees or any other taxpayers of such property, shall pay annual fees in an amount equal to that amount for which such owner, lessee, or other taxpayer would be liable except for such exception;

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 agree as follows:

1. Binding Agreement. This Agreement serves as a written instrument setting forth the entire agreement between the parties with respect to the subject matter hereof and shall be binding on the Counties, their successors and assigns.

2. Authorization. (A) Article VIII, Section 13(D) of the Constitution of South Carolina provides that counties may jointly develop a multi-county industrial or 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. The Code of Laws of South Carolina 1976, as amended (the "Code"), and particularly Section 4-1-170 thereof, satisfies the conditions imposed by Article VIII, Section 13(D) of the Constitution of South Carolina and provides the statutory vehicle whereby a multi-county industrial or business park may be created.

(B) Article VIII, Section 13(B) of the South Carolina Constitution provides that nothing in the State Constitution may be construed to prohibit any of the counties in South Carolina from agreeing to share the lawful cost, responsibility, and administration of functions with one or more governments, whether within or without the State of South Carolina.

3. Location of the Park.

(A) The Park initially consists of real property located in Jasper County, and further identified on Exhibits A-1 through A-5 attached hereto and all property having a situs therein. In the event that the Park is enlarged pursuant to the terms hereof to include property located in Hampton County, such property shall be identified in Exhibit B and attached hereto. In the event that additional Member Counties are admitted as parties hereto, any property located within the boundaries of such additional Member Counties shall, upon being added to the Park, be identified on separate Exhibits hereto, the intent being that there shall be separate Exhibits for each Member County identifying the real property located in such Member County. The Park may at any time and from time to time consist of non-contiguous properties. The Park may be enlarged or diminished from time to time as authorized by (i) an ordinance of the Member County in which the property to be added or removed from the Park is actually located (such Member County is herein referred to as the "Host County"), and (ii) a resolution (or comparable action) of the governing body of all other Member Counties. To the extent required by Section 4-1-170 of the Code, if property proposed for addition to the Park is located within the corporate limits of a municipality at the time it is proposed to be added to the Park, then before adding such property to the Park, the Member Counties shall obtain such municipality's consent, by ordinance or resolution, to the addition of such property to the Park.

(B) In the event of any enlargement or diminution of the Park, this Agreement shall be deemed amended, and the Member Counties shall cause to be attached to this Agreement (i) an appropriate revision of the applicable Exhibit hereto which, when read cumulatively with previous revisions, shall contain a legal description of all real property located in the Park, as enlarged or diminished, (ii) a copy of the ordinance of the Host County adding or removing the property from the Park, and (iii) a copy of the resolutions of the governing bodies of the other Member Counties.

(C) Prior to the enactment of an ordinance authorizing the removal of property from the Park, a public hearing shall first be held by the Host County. Notice of the public hearing shall be published in a newspaper of general circulation in the Host County not less than fifteen (15) days before the public hearing. At least fifteen (15) days before the public hearing, the Host County shall mail written notice of the public hearing to the owner or lessee (in the event the Host County is the owner pursuant to a negotiated fee-in-lieu-of-tax agreement under Title 4, Chapter 29 or Chapter 12 of the Code) or other taxpayer of or with respect to property that is proposed to be removed from the Park, by United States first class registered or certified mail, postage prepaid, return receipt requested, or via facsimile transmission or reputable courier service at the address shown on the Host County's property tax records.

(D) The portion of any property located in the Park which is comprised of (i) any motor vehicles, boats, or other vessels utilized by any owner, lessee, or other taxpayer for transportation in the conduct of its business, (ii) any business inventories, or (iii) any transportation or utility facilities, is collectively referred to herein as the "Non-Incentive Property", and the remaining portion of property located in the Park is collectively referred to herein as the "Incentive Property."

4. Fee in Lieu of Taxes. Property located in the Park shall be exempt from *ad valorem* taxation. The owners or lessees of any property situated in the Park shall pay in accordance with this Agreement an amount equivalent to the *ad valorem* property taxes or other fee-in-lieu-of-payments that would have been due and payable but for the location of such property within the Park (the "Park Revenues").

5. Allocation of Expenses. Each Member County shall bear, or cause to be borne, 100% of the expenses, including, but not limited to, development, operation, maintenance, and promotion of that portion of the Park located within the boundaries of such Member County and the cost of providing public services for that portion of the Park located within the boundaries of such Member County.

6. Allocation of Park Revenues Between Each of the Member Counties.

(A) Jasper County shall receive an allocation of all Park Revenues generated by that portion of the Park located within the boundaries of Jasper County through the payment of fees in lieu of *ad valorem* property taxes (the "Jasper Park Revenues") in the following proportions: (i) with respect to Jasper Park Revenues generated from the Incentive Property, Jasper County 99% and Hampton County 1% and (ii) with respect to Jasper Park Revenues generated from the Non-Incentive Property, 100% to Jasper County; all such Jasper Park Revenues shall be distributed in accordance with **Section 7** hereof.

(B) Hampton County shall receive an allocation of all Park Revenues generated by that portion of the Park located within the boundaries of Hampton County through the payment of fees in lieu of *ad valorem* property taxes (the "Hampton Park Revenues") in the following proportions: (i) with respect to Hampton Park Revenues generated from the Incentive Property, Hampton County 99% and Jasper County 1% and (ii) with respect to Hampton Park Revenues generated from the Non-Incentive Property, 100% to Hampton County; all such Hampton Park Revenues shall be distributed in accordance with **Section 7** hereof.

(C) For purposes of this Agreement, the Member Counties agree that revenues received from the imposition of uniform user fees ("User Fees"), including those imposed under the authority of Section 4-9-30(5) of the Code, Title 4, Chapter 19 of the Code or similar authorizations shall not be treated as Park Revenues pursuant to paragraphs (A) or (B) of this Section notwithstanding that such User Fees are calculated on the same basis as ad valorem property taxes. Such User Fees shall be distributed to the Member County or other governmental entity as provided in the proceedings authorizing such User Fees, without reference to paragraphs (A) or (B) of this Section. The Member Counties acknowledge that as of the execution of this Agreement, Jasper County currently imposes such User Fees with respect to the Cherry Point Fire Protection District.

(D) Any payment from a Host County to the other Member Counties of such other Member Counties' allocable share of Park Revenues: (i) shall be made no later than thirty (30) days following the end of the calendar quarter in which the Host County receives such Park Revenues; and (ii) shall be accompanied by a statement showing the manner in which total payment and each Host County's share were calculated. If any Park Revenues are received by a Host County through payment by any owner, lessee, or other taxpayer made under protest, or otherwise as part of a dispute, then such Host County is not obligated to pay the other Member Counties more than such Member Counties' share of the undisputed portion of the Park Revenues until thirty (30) days after the final resolution of the protest or dispute.

7. Revenue Allocation Within Each of the Counties. (A) Except as any Member County may otherwise provide from time to time by ordinance, and notwithstanding anything herein to the contrary, Park Revenues generated from the Non-Incentive Property shall be paid to the applicable Host County and distributed to all other overlapping taxing entities in whose jurisdiction such Non-Incentive Property is located and levying millage on such location in the same relative percentages as the relative millage rates imposed by such taxing entities at the time of collection of such revenues.

(B)(i) Park Revenues shall be distributed to each Member County according to the proportions established by **Section 6** herein. With respect to Park Revenues allocable to a Host County, such Park Revenues shall be distributed within the Host County in the manner provided by ordinance enacted by the County Council of the Host County from time to time; provided, that (a) all taxing districts which overlap the applicable revenue-generating portion of the Park shall receive at least some portion of the Park Revenues generated from such portion, and (b) with respect to the portion of revenues allocated by the Host County in any fiscal year to a taxing entity, the governing body of such taxing entity shall determine the manner of allocation of such Park Revenues that it receives. 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.

(ii) Park Revenues allocable to a Member County (the "Beneficiary County") by way of fees generated within another Member County shall be distributed solely to such Beneficiary County.

(C) Any distribution of Park Revenues must be in accordance with applicable law, including as of the date of original execution and delivery of this Agreement, Section 4-1-170 of the Code, Article VIII, Section 13(D) of the Constitution of South Carolina, and *Horry County School District v. Horry County*, 346 S.C. 621, 552 S.E.2d 737 (2001). To the extent that a school district receives Park Revenues, then the Park Revenues received by such school district shall be divided on a pro-rata basis between operational and debt service expenditures in accordance with the amount of operating and debt service millage levied by such school district or collected on behalf of such school district.

8. Negotiated Fee in Lieu of *Ad Valorem* Tax Arrangements. It is hereby agreed that each Member County is entitled to have heretofore entered or to hereafter enter into any one or more negotiated fee-in-lieu-of-tax agreements pursuant to Title 4, Chapter 29 or Chapter 12 of

the Code, or Title 12, Chapter 44 of the Code, or any successor or comparable statutes, with respect to property located in the Park and within the boundaries of such Member County with the terms of these fee-in-lieu-of-tax arrangements being at such Member County's sole discretion.

9. Assessed County Valuation. For the purpose of calculating bonded indebtedness limitation and for the purpose of computing the index of taxpaying ability of school districts of Section 59-20-20(3) of the Code, allocation of the assessed value of property within the Park to each Member County shall be identical to the percentage established for the allocation of Park Revenues to each Member County pursuant to **Sections 6** and **7** herein.

10. Governing Laws and Regulations. In order to avoid any conflict of laws or ordinances among the Member Counties, the ordinances or other local laws of each Member County will be the reference for such regulations or laws in connection with Park premises located within such Member County. Nothing herein shall be taken to supersede any applicable municipal, state, or federal law or regulation. The Host County in which a parcel of Park premises is located is specifically authorized to adopt restrictive covenants and land use requirements for each such parcel at that Host County's sole discretion in accordance with law. The ordinances of a Member County shall in no way apply to Park property not located in such Member County.

11. South Carolina Law Controlling. This Agreement shall be governed by, and construed in accordance with, South Carolina law.

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 of this Agreement.

13. Counterpart Execution. This Agreement may be executed in multiple counterparts.

14. Additional Parties. This Agreement may be amended from time to time to add as parties hereto additional counties or other political subdivisions located within South Carolina or outside of South Carolina, subject to any limitation contained in Article VIII, Section 13 of the Constitution of South Carolina or Title 4, Chapter 1 of the Code, by ordinances or comparable action of the governing body of each Member County. In the event of the admission of additional parties hereto, Sections 6 and 7 hereof shall be amended by all Member Counties to provide for the sharing of Park Revenues.

15. Termination; Withdrawal of Member Counties.

(A) In the event that the Park is enlarged to include additional property in accordance with Section 3 hereof, the ordinance of the Host County and the resolutions of the other Member Counties that approve such enlargement of the Park may include additional limitations on the termination of this Agreement with respect to such additional property.

(B) Except as otherwise provided in Section 3 or this Section 15 of the Agreement, this Agreement may only be terminated by ordinances (or comparable action) of the governing bodies of each of the Member Counties.

(C) Any Member County may terminate all of its rights hereunder and withdraw from this Agreement by providing to each other Member County (i) written notice of its intention to withdraw from this Agreement at least 45 days prior to the effective date of such withdrawal and (ii) a certified copy of the ordinance (or comparable action) of its governing body terminating all of such Member County's rights hereunder. The withdrawing Member County agrees to pay all costs and expenses incurred by the other Member Counties in connection with its withdrawal from this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement To be effective the day and the year first above written.

JASPER COUNTY, SOUTH CAROLINA

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

[SEAL]

Attest:

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

SIGNATURES AND ATTESTATION CONTINUE ON FOLLOWING PAGE

HAMPTON COUNTY, SOUTH CAROLINA

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

[SEAL]

Attest:

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

EXHIBIT A

JASPER COUNTY PARK PROPERTY

Project Fraser Description of
Initial Properties

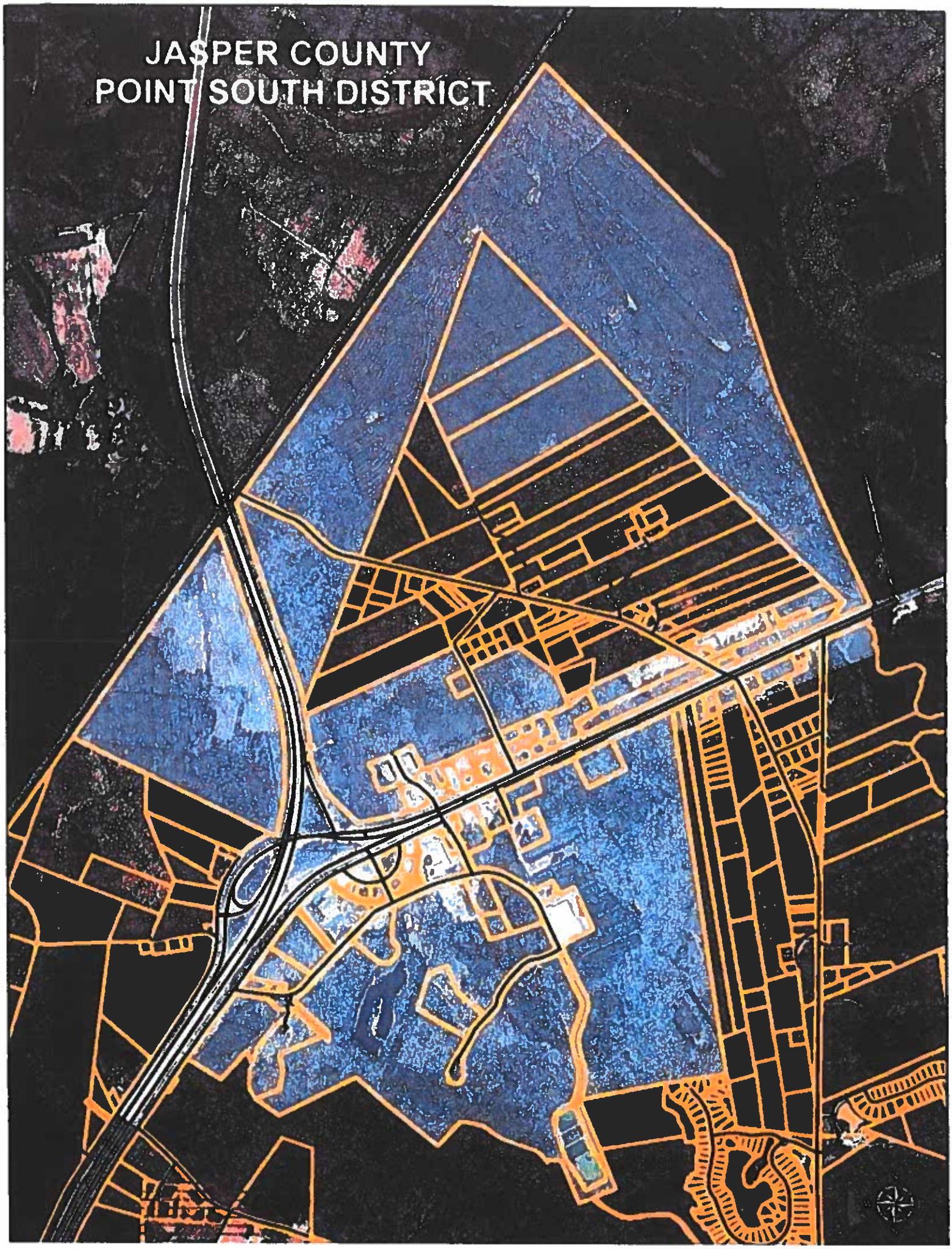
EXHIBIT A-1

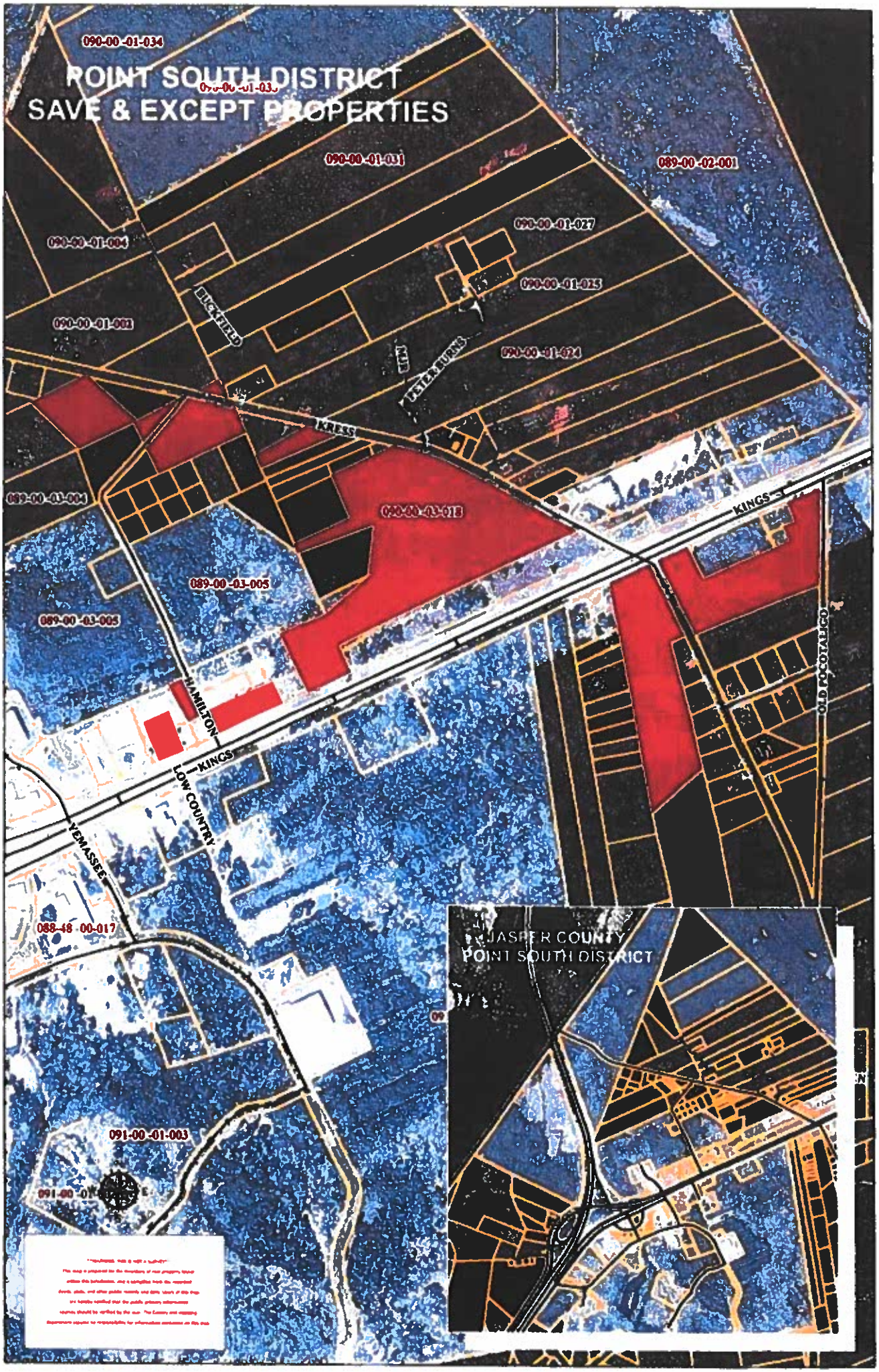
All those certain pieces parcels, lots or tracts of land, including but not limited to those located in the area generally described as Point South, Jasper County, South Carolina, lying within that area bounded on the East by the boundary of Jasper County with Beaufort County, beginning at a point 250' South of the Right of Way of US Highway 17, then Northward along the County line to the boundary with Hampton County, thence Southwesterly along the county line with Hampton to a point being the southwestern boundary corner of tax parcel 089-00-02-003; thence Easterly along the southern boundary of tax parcel 089-00-02-003 to its intersection with the right of way of I-95; thence southerly along the right of way boundary line to a point being the extension of Heyward Road across I-95; thence northerly along the eastern right of way of I-95 to a point being the southern boundary corner of tax parcel 088-00-04-001; thence easterly in general direction along the southern boundaries of tax parcels 088-00-04-001and 088-00-04-051 to a point being the southwestern corner of the Point South Partners tax parcel 091-00-01-003; thence Easterly and Northerly along the boundary of that tax parcel to its intersection with and boundary of tax parcel 091-00-01-061 of Point South Ventures, LLC; thence Eastward along the southern boundary of tax parcel 091-00-01-061 to its intersection with the boundary of the adjacent tax parcel 091-00-01-021; thence Northerly along the western boundary line of tax parcel 091-00-01-021 towards US Highway 17 to a point 250 feet south of the right of way of US Highway 17 , and thence eastward to the point of beginning, being 250 feet South of the right of way of Highway 17 and Jasper/Beaufort County line.

SAVE AND EXCEPT those tax parcels having single family homes or non-commercial structures located thereon as of the effective date of this ordinance, including the following:

090-00-02-006	090-00-02-009
090-00-02-012	090-00-02-013
090-00-02-017	090-00-03-004
090-00-03-005	090-00-03-011
090-00-03-012	090-00-03-013
090-00-03-017	090-00-03-018
090-00-03-019	090-00-03-020
090-00-04-003	090-00-04-004
090-00-04-005	090-00-05-001
090-00-05-002	090-00-05-004

A sketch drawing illustrating the general boundaries follows for reference purposes


JASPER COUNTY
POINT SOUTH DISTRICT


POINT SOUTH DISTRICT
SAVE & EXCEPT PROPERTIES
090-00-01-034
090-00-01-031
089-00-02-001
090-00-01-027
090-00-01-004
090-00-01-025
090-00-01-002
090-00-01-024
BUCKFIELD
PETER BURNS
KRESS
KINGS
089-00-03-004
090-00-03-018
089-00-03-005
089-00-03-005
HAMILTON
KINGS
LOW COUNTRY
YEMASSEE
OLD POCOTALIGO
088-48-00-017
091-00-01-003
JASPER COUNTY
POINT SOUTH DISTRICT

JASPER COUNTY PARK PROPERTY

Project Fraser Description of
Initial Properties

EXHIBIT A-2

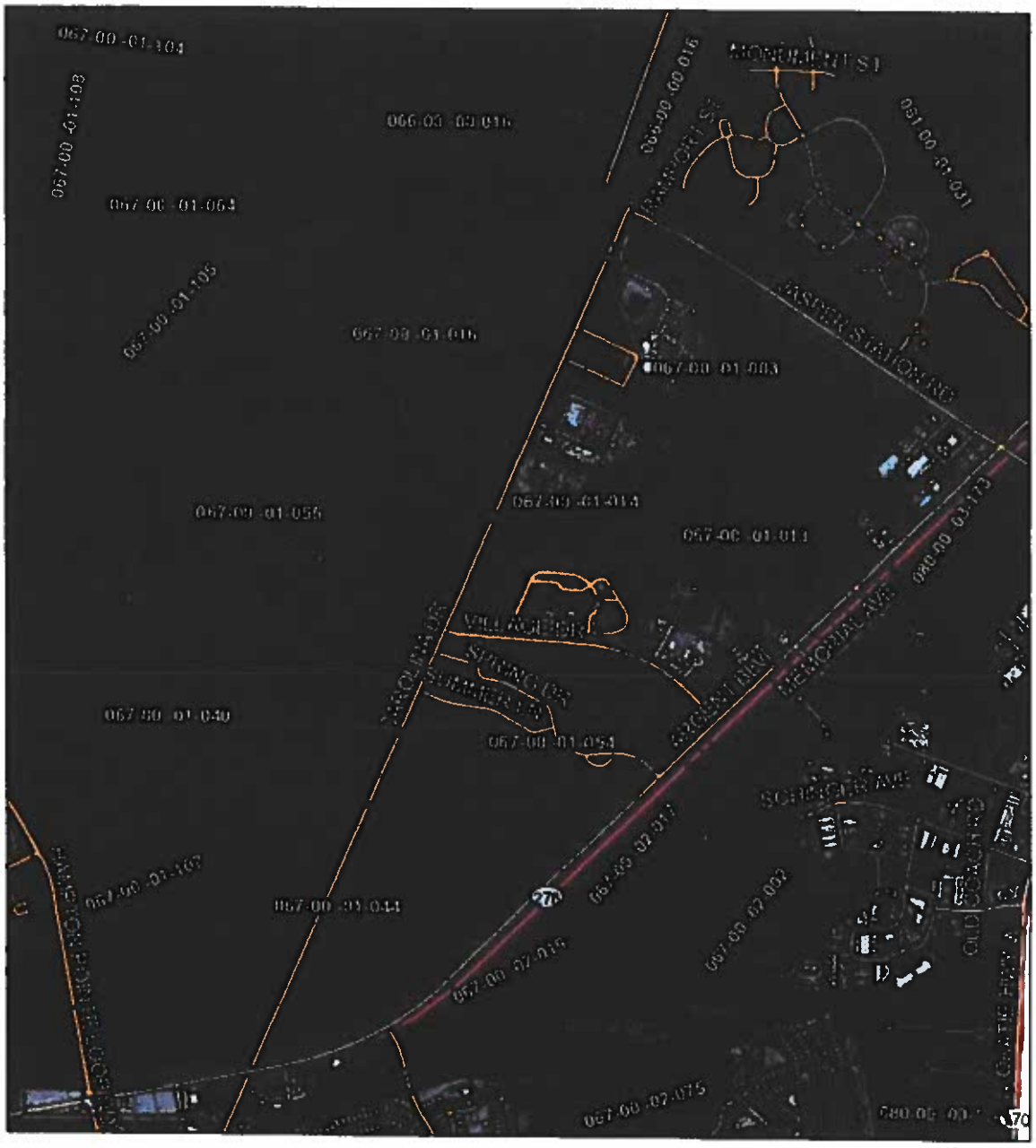
All those certain pieces parcels, lots or tracts of land, located in the area described in the Peninsula Tract Development Agreement, as first recorded in the Office of the Register of Deeds for Jasper County, South Carolina in Volume 16, pages 110-129, and subsequently re-recorded in Volume 18-1-20, more particularly described in the legal description attached thereto, save and except the following tax parcels:

067-00-01-068
067-00-01-039

A sketch drawing illustrating the general boundaries follows for reference purposes

THE PENINSULA TRACT
067-00-01-105
067-00-01-290
067-00-01-016
067-00-01-070
067-00-01-055
067-00-01-040
067-00-01-044
067-00-01-054
067-00-01-068
067-00-01-048
067-00-01-014
067-00-01-013
067-00-01-003
067-00-02-017
067-00-02-007
JASPER STATION
CAROLINA PARK
CAROLINA
SPRING
VILLAGE
SHOREHAVEN
SEAGRASS
PALM
SUMMER
ARGENT

qPublic.net™ Jasper County, SC



Legend

- Parcels
- Roads

Date created: 9/14/2020
Last Data Uploaded: 9/12/2020 12:05:09 AM

Developed by Schneider GEOSPATIAL

JASPER COUNTY PARK PROPERTY

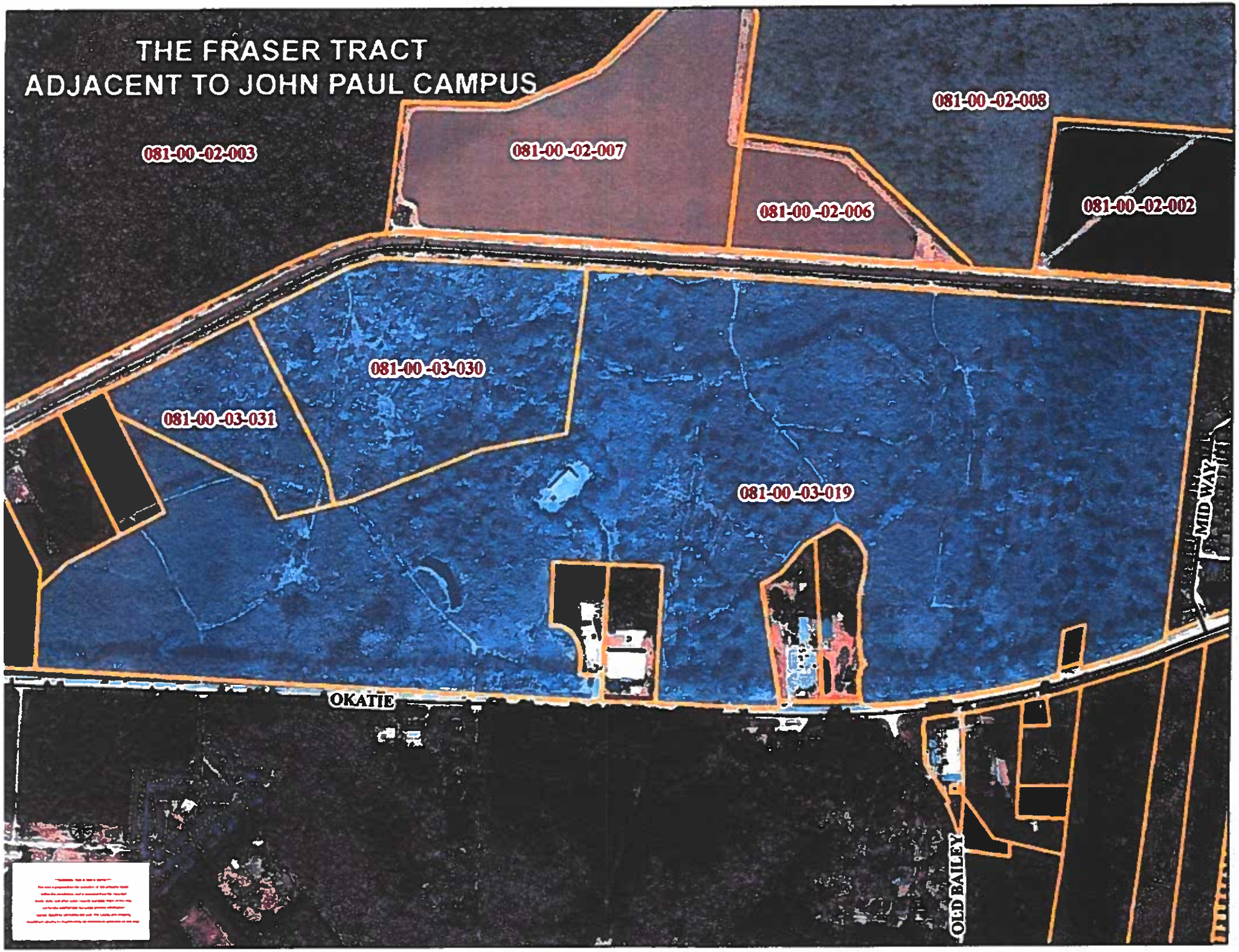
Project Fraser Description of
Initial Properties

EXHIBIT A-3

All those certain pieces parcels, lots or tracts of land, located in the area adjacent to the campus of John Paul II in the Okatie area of Jasper County, South Carolina, being presently owned by the First Carolina Corporation of South Carolina, and being identified as the following tax parcels, and being the remaining portions of the property lying to the South of the Beaufort-Jasper Water and Sewer Authority Canal property that was conveyed to First Carolina Corp of South Carolina by deed recorded at Volume 94 at Page 1838 in the Register of Deeds for Jasper County, South Carolina:

081-00-03-019
080-00-03-030
080-00-03-031

A sketch drawing illustrating the general boundaries follows for reference purposes


THE FRASER TRACT
ADJACENT TO JOHN PAUL CAMPUS
081-00-02-003
081-00-02-007
081-00-02-008
081-00-02-006
081-00-02-002
081-00-03-030
081-00-03-031
081-00-03-019
MID WAY
OKATIE
OLD BAILEY

JASPER COUNTY PARK PROPERTY

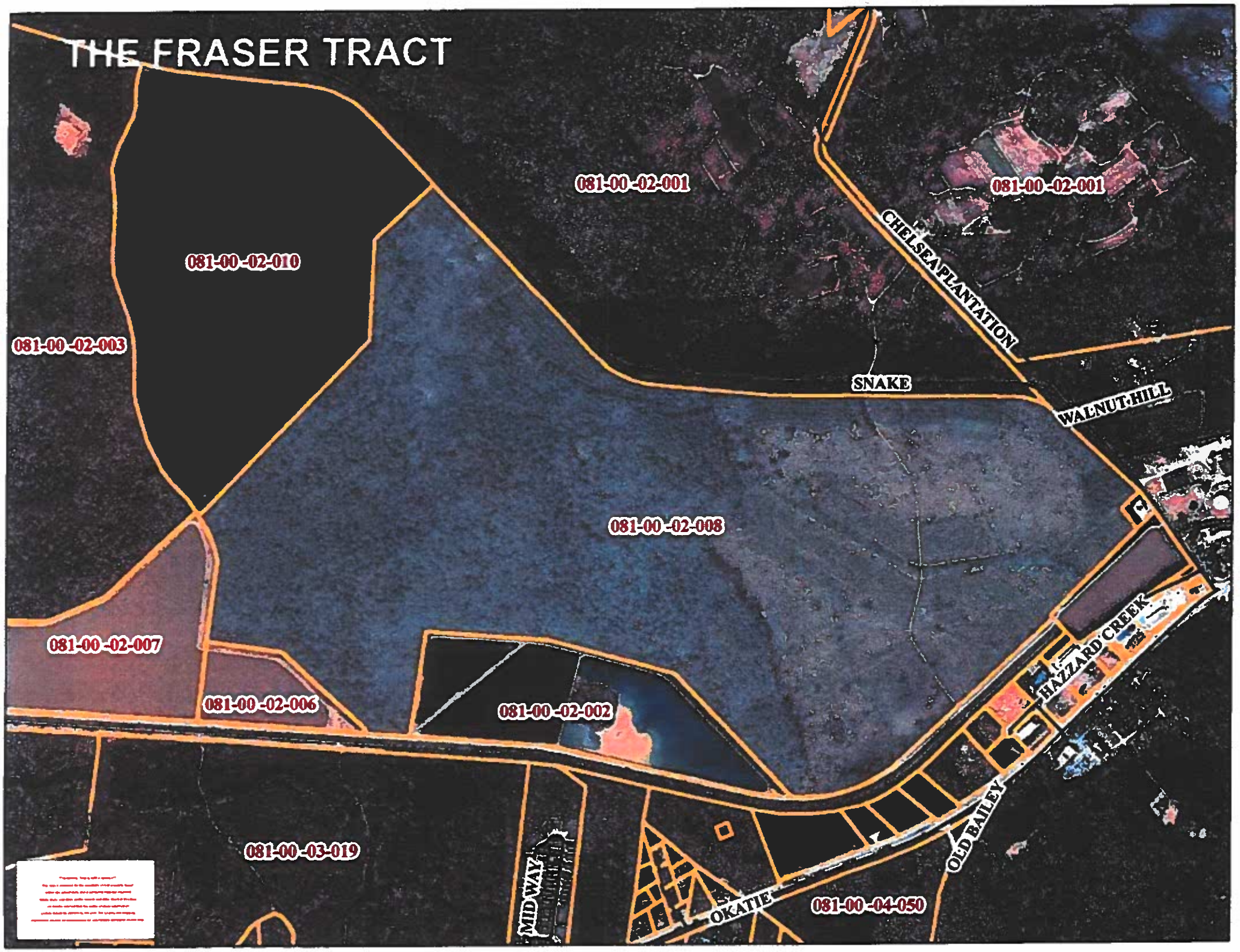
Project Fraser Description of
Initial Properties

EXHIBIT A-4

All those certain pieces parcels, lots or tracts of land, located in the area lying to the South and West of Snake Road, and North of the Beaufort-Jasper Water and Sewer Authority Canal property, being presently owned by Chelsea Plantation, LLC, consisting of 442 acres, more or less, being identified as the following tax parcel:

081-00 -02-008

A sketch drawing illustrating the general boundaries follows for reference purposes


THE FRASER TRACT
081-00-02-001
081-00-02-001
081-00-02-010
081-00-02-003
CHELSEA PLANTATION
SNAKE
WALNUT HILL
081-00-02-008
081-00-02-007
HAZZARD CREEK
081-00-02-006
081-00-02-002
081-00-03-019
MIDWAY
OKATIE
081-00-04-050
OLD BAILEY

JASPER COUNTY PARK PROPERTY

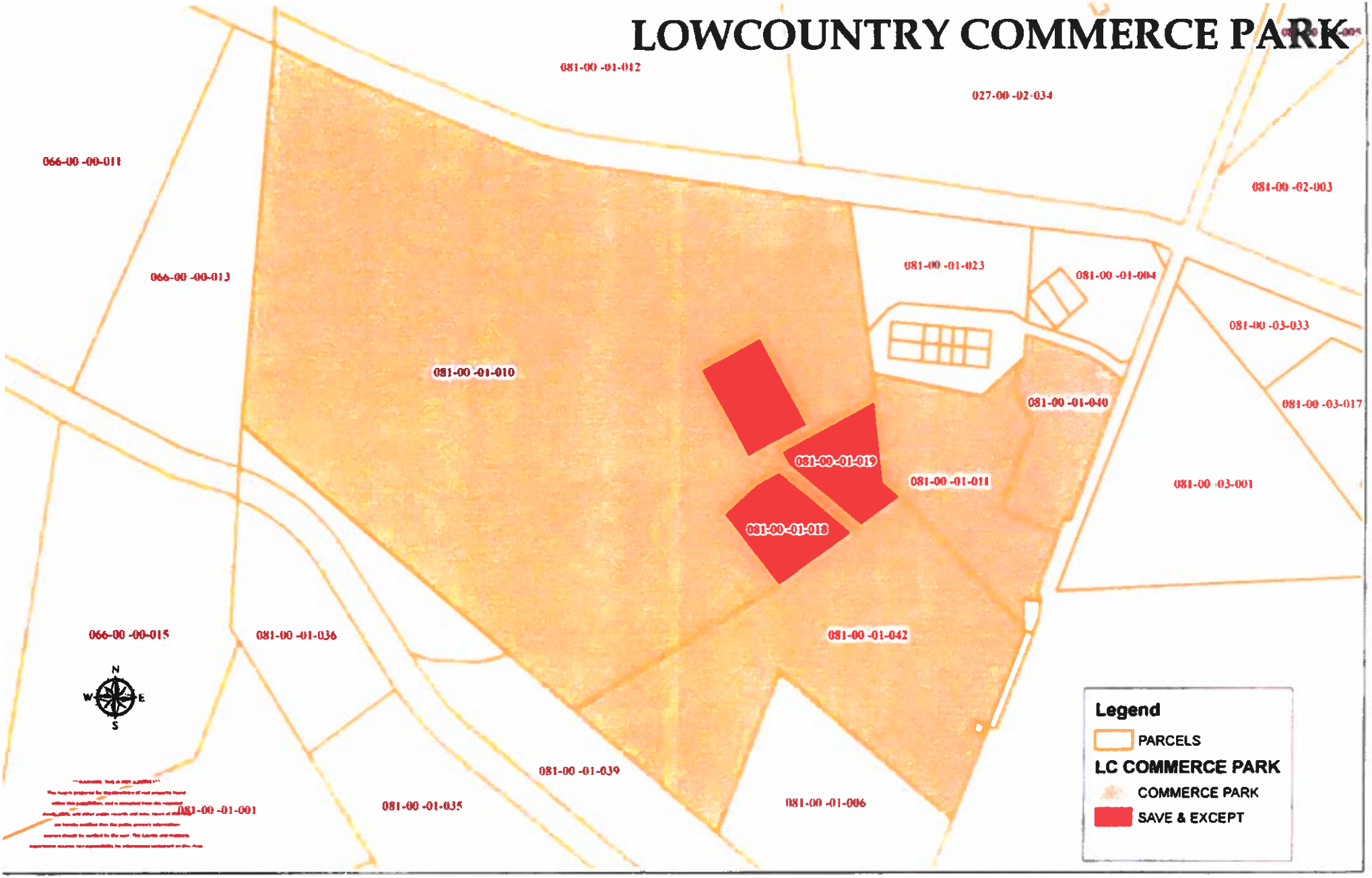
Project Fraser Description of
Initial Properties

EXHIBIT A-5

All those certain pieces parcels, lots or tracts of land, located in the area of Jasper County, South Carolina generally known as the Lowcountry Commerce Park Planned Development District, as described in that certain Development Agreement recorded in the Office of the Register of Deeds in Volume 789 at Pages 081 – 592:

SAVE AND EXCEPT those tax parcels having single family homes structures located thereon as of the effective date of this ordinance, including the following:

081-00-01-015
081-00-01-018
081-00-01-019

A sketch drawing illustrating the general boundaries follows for reference purposes

LOWCOUNTRY COMMERCE PARK