

ORDINANCE

AN ORDINANCE TO AMEND ORDINANCE NO. 972, ADOPTED SEPTEMBER 19, 1995, AMENDING THE AGREEMENT FOR DEVELOPMENT OF A JOINT COUNTY INDUSTRIAL PARK EFFECTIVE AS OF SEPTEMBER 1, 1995, BY AND BETWEEN CHARLESTON COUNTY, SOUTH CAROLINA AND COLLETON COUNTY, SOUTH CAROLINA, PROVIDING FOR THE DEVELOPMENT OF A JOINTLY OWNED AND OPERATED INDUSTRIAL/BUSINESS PARK SO AS TO (1) REVISE AND CLARIFY CERTAIN TERMS OF THE AGREEMENT, (2) INCLUDE ADDITIONAL PROPERTY IN CHARLESTON COUNTY AS PART OF THE JOINT COUNTY INDUSTRIAL PARK, (3) REMOVE CERTAIN PROPERTY IN CHARLESTON COUNTY FROM THE INDUSTRIAL PARK, (4) AND OTHER MATTERS RELATING THERETO.

WHEREAS, Charleston County, South Carolina (the "County") and Colleton County, South Carolina (jointly the "Counties") are authorized under Article VIII, Section 13 of the South Carolina Constitution to jointly develop an industrial or business park within the geographical boundaries of one or more of the member Counties; and

WHEREAS, in order to promote the economic welfare of the citizens of the Counties by providing employment and other benefits to the citizens of the Counties, the Counties entered into an Agreement for Development for a Joint County Industrial Park effective as of September 1, 1995 (the " Agreement") to develop jointly an industrial and business park (the "Park"), as provided by Article VIII, Section 13 of the South Carolina Constitution and in accordance with Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended, (the " Act"); and

WHEREAS, the Agreement, by its terms, contemplates the inclusion and removal of additional parcels within the Park from time to time; and

WHEREAS, the Counties desire to amend the Agreement to include certain additional parcels in order to fulfill commitments made to companies which are considering expansion or location decisions; and

WHEREAS, because certain parcels now included in the Park no longer meet the criteria based upon which such parcels were originally included in the Park, the Counties desire to amend the Agreement to remove such parcels from the Park; and

WHEREAS, the Counties have determined that certain modifications of the original September 1, 1995 Agreement are desirable, and the Counties desire to amend the Agreement to evidence such modifications.

NOW, THEREFORE, BE IT ORDAINED BY THE CHARLESTON COUNTY COUNCIL:

SECTION 1: The Agreement is hereby amended so as to expand the Park premises located within Charleston County. Attached hereto as Exhibit A-8 is the property description of the parcels to be added to the Park premises within Charleston County.

SECTION 2: The Agreement is hereby amended so as to remove from the Park certain parcels located within Charleston County. Attached hereto as Exhibit X-1 is the property description of the parcels to be removed from the Park premises within Charleston County.

SECTION 3: The amendments to the Agreement set forth in Section 1 and Section 2, above, shall become effective on the same date as the effective date of the First Modification, as defined in Section 4, below.

SECTION 4: Attached hereto is First Modification to Agreement for Development for Joint County Industrial Park (the "First Modification"). The Chairman of the County Council shall be authorized to execute the First Modification on behalf of the Council and, after such execution and execution on behalf of Colleton County, the First Modification shall become effective on the date set forth in the First Modification.

SECTION 5. This Ordinance shall be effective after third and final reading and publication.

**CHARLESTON COUNTY, SOUTH CAROLINA**

By:

Timothy E. Scott, Chairman, County Council,

**ATTEST:**

Beverly T. Craven, Clerk to County Council,  
Charleston County, South Carolina

First Reading: November 2, 2006

Second Reading: November 14, 2006

Third Reading: December 5, 2006

## EXHIBIT A-8

### PROPERTY DESCRIPTION CHARLESTON COUNTY ADDITIONAL PARCELS

HERE SET FORTH PROPERTY DESCRIPTION FOR EACH PARCEL ADDED TO THE PARK AND INITIAL TAX YEAR (FOR TAXES WHICH WILL BE LEVIED ON PROPERTY OWNED ON DECEMBER 31 OF THE PRIOR YEAR).

<u>Parcels to be Added</u>	<u>Legal Description</u>	<u>Initial Tax Year</u>
Shimano American Corporation	TMS# 393-00-00-062	2007
MDG Charleston LP (Holset)	TMS# 393-00-00-061	2007
DaimlerChryslerManufacturing International, LLC	TMS# 393-00-00-031	2007
Vought Aircraft Industries, Inc.	TMS# 400-00-00-007	2007

## EXHIBIT X-1

### PROPERTY DESCRIPTION CHARLESTON COUNTY REMOVED PARCELS

HERE SET FORTH PROPERTY DESCRIPTION FOR EACH PARCEL REMOVED FROM THE PARK AND INITIAL TAX YEAR (FOR TAXES WHICH WILL BE LEVIED ON PROPERTY OWNED ON DECEMBER 31 OF THE PRIOR YEAR).

<u>Parcels to be Removed</u>	<u>Legal Description</u>	<u>Initial Tax Year</u>
City of Charleston ( 385 Meeting St. – BellSouth Bldg.)	TMS# 459-09-03-117, 119	2007

Karl H. Kuester (24 Market St. - Carroll Building)	TMS# 458-05-04-026	2007
Charleston Federal Courthouse, LLC (85 Broad St. - Federal Bldg. Annex)	TMS# 457-12-04-022	2007
Rhodia, Inc. (2151 King St. Ext.)	TMS# 466-00-00-011	2007
Carolina Industrial Developers, Partnership (3074 Ashley Phosphate Rd.)	ATMS# 395-16-00-003	2007
Carolina Industrial Developers, Partnership (2935 Ashley Phosphate Rd.)	ATMS# 395-16-00-007	2007

**FIRST MODIFICATION TO AGREEMENT  
FOR DEVELOPMENT OF JOINT INDUSTRIAL PARK**

**THIS FIRST MODIFICATION TO AGREEMENT FOR DEVELOPMENT OF JOINT INDUSTRIAL PARK** ("First Modification") is made and entered into effective as of the 31st day of December 2006, by and between the County of Charleston and the County of Colleton, both political subdivisions of the State of South Carolina.

**RECITALS**

WHEREAS, Charleston County, South Carolina ("Charleston County") and Colleton County, South Carolina ("Colleton County") [together, the "Counties"] are authorized under Article VIII, Section 13 of the South Carolina Constitution to jointly develop an industrial or business park within the geographical boundaries of one or more of the member Counties; and

WHEREAS, in order to promote the economic welfare of the citizens of the Counties by providing employment and other benefits to the citizens of the Counties, the Counties entered into an Agreement for Development for a Joint County Industrial Park effective as of September 1, 1995 (the "Agreement") to develop jointly an industrial and business park (the "Park"), as provided by Article VIII, Section 13 of the South Carolina Constitution and in accordance with Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended, (the "Act"); and

WHEREAS, the Counties have determined that certain modifications of the September 1, 1995 Agreement are desirable, and the Counties desire to amend the Agreement to evidence such modifications.

NOW, THEREFORE, in consideration of the mutual agreement, representations and benefits contained in this Agreement and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. Section 3. (Location of the Park.) is deleted and the following is substituted therefor:

**“3. Location of the Park.**

“(A) As of the date of this Agreement, as amended, the Park consists of property located in both Charleston County and Colleton County (including municipalities within such counties). The Park property located within Charleston County is described in Exhibit "A" (the "Charleston Park"), as such Exhibit "A" has been or shall be amended from time to time in accordance with this Agreement (including any amendments removing property from the Park). The Park property located within Colleton County is described in Exhibit "B" (the "Colleton Park"), as such Exhibit "B" has been or shall be amended from time to time in accordance with this Agreement (including any amendments removing property from the Park).. It is recognized that the Park will from time to time consist of non-contiguous properties within each county.

“(B) The boundaries of the Park may be enlarged from time to time as authorized by (a) an ordinance of the County in which the property to be added to the Park is actually located, (b) a resolution of the County Council of the other County; and (c) if applicable, written evidence of approval of such enlargement by any municipality in which the property to added is actually located.

“(C) The boundaries of the Park may be diminished from time to time as authorized by (a) an ordinance of the County in which the property to be removed from the Park is actually located, and (b) a resolution of the County Council of the other County.

“(D) 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 (i) an appropriate revision of Exhibit A and Exhibit B (including any amendments removing property from the Park) which, when read cumulatively with previous amendments, shall contain a legal description of the boundaries of the Charleston Park or the Colleton Park, as enlarged or diminished, (ii) a copy of the ordinance of the County in which the property to be added or removed from the Park is located, and (iii) a copy of the resolution of the County Council of the other County. In the case of enlargement of the Park only, there shall also be attached hereto written evidence of approval of such expansion by any municipality in which the property to be added is actually located. Notwithstanding, no additional ordinance or resolution by the Counties shall be required if property is removed from the Park (x) at the end of the applicable term, pursuant to Subsection (H) below, or (y) because the owner of a parcel previously included within the boundaries of the Park requests in writing that the parcel be removed from the Park, pursuant to Subsection (G[i]) below.

(E) In addition to the normal procedure for publication of public notice of a proposed ordinance, prior to the public hearing on an ordinance authorizing the removal of a parcel from the Park, as referenced in Subsection (C), above, the County which is conducting the public hearing on such ordinance shall give written notice of such public hearing to the owner of the property to be removed from the Park. Such additional notice shall include a request that the owner promptly provide a copy of such notice to any tenant(s) of the property to be removed from the Park, but the County shall have no obligation to ensure that such notice is actually delivered to any tenant(s) by the owner. Notice to the owner by the County shall be given by (a) registered mail, return receipt requested, in care of the address of the property owner as shown on the tax records of the County or any other address which has been provided to the County by the property owner; or (b) any other written form of notice to the property owner that would be acceptable for service of process.

“(F) Notwithstanding the foregoing, for a period of five (5) years from the effective date of the initial inclusion of a parcel of real estate within the boundaries of the Park, the boundaries of the Park shall not be diminished so as to remove therefrom any parcel of real estate without the consent of the owner and the Counties, except as provided in Subsection (G), below.

“(G) Notwithstanding Subsection (F), above, a parcel previously included within the boundaries of the Park may be removed from the Park at any time pursuant to the procedure set forth in Subsections (C) through (E), above, if any of the following circumstances occurs:

(i) if the owner of the parcel requests in writing that the parcel be removed from the Park; or

(ii) if the County Council of the County in which the property is located determines, after reasonable inquiry, that any condition which was represented as existing, or to exist in the future, at the time of agreement by the County to include such property within the boundaries of the Park, has not been reasonably met (such as, without limitation, relocation of the owner or tenant[s] which was anticipated to benefit from inclusion within the boundaries of the Park at the time of initial inclusion); or

(iii) if the County Council of the County in which the property is located determines that the owner or tenant of the parcel to be removed from the Park has failed to provide to the County information which the County reasonably requires in order to determine (a) whether the owner or tenants(s) of the parcel complies with any condition which was represented as existing, or to exist in the future, at the time of agreement by the County to include such property within the boundaries of the Park; or (b) whether such owner or tenant(s) continues to benefit from such inclusion.

“(H) Unless otherwise expressly set forth in (i) this Agreement or an amendment or modification to this Agreement, or (ii) in another previously executed agreement

between the County in which the property is located and the then owner (or authorized agent of the owner) of such property, then the term during which such property shall be included in the Park shall automatically end on December 31 of the tenth (10<sup>th</sup>) year after the initial year in which such property is included in the Park. (Example: If the property is initially included in the Park for the 2007 tax year, the property shall not be included in the Park after December 31, 2016.)

“(I) The provisions of Subsection (H) shall not apply prior to December 31, 2007. Prior to July 31, 2007, the County in which any property is located whose term would expire automatically on December 31, 2007 shall notify the owner of such property, in accordance with the owner notice procedure set forth in Subsection (E), above, that such property shall no longer be included in the Park after December 31, 2007 unless such owner provides evidence that a longer term exists pursuant to Subsection (G) or complies with the criteria of Subsection (H) for extension of the term.

“(J) Notwithstanding Subsection (H), above, if the owner or tenant of the property to be removed from the Park pursuant to Subsection (G): (i) notifies the County in which such property is located that it wishes to extend the period during which such property is included in the Park, and (ii) provides reasonable evidence satisfactory to the County Council of the County in which the property is located that the past inclusion of the property in the Park has been a factor in providing employment and other benefits to the citizens of the County (for example, by permitting the owner or tenant[s] of the Park to qualify for “jobs tax credits” from the State of South Carolina) and is likely to continue be to a factor in providing future employment and other benefits to the citizens of such County; then the County, by resolution of the County Council, may extend for a defined period the term during which such property is included in the Park. Such extension period shall not exceed ten (10) years; but there shall be no prohibition against seeking additional extensions in the future.

(K) The County, by resolution of the County Council, and without formal notice or request to the County by the owner or tenant in accordance with Subsection (J), may elect, in its sole discretion, to extend for a defined period the term during which such property is included in the Park. Such extension period shall not exceed ten (10) years; but there shall be no prohibition against seeking additional extensions in the future.

2. Except as modified pursuant to Section 1, above, the Agreement, as amended from time to time, is unchanged.

WITNESS our hands and seals effective the 31st day of December 2006.

CHARLESTON COUNTY, SOUTH CAROLINA

By:

Timothy E. Scott, Chairman, County Council,  
Charleston County, South Carolina

ATTEST:

Beverly T. Craven, Clerk to County Council,  
Charleston County, South Carolina