

ORDINANCE NO. 466

AN ORDINANCE TO DEVELOP A JOINTLY OWNED AND OPERATED INDUSTRIAL/BUSINESS PARK IN CONJUNCTION WITH KERSHAW COUNTY, PHASE I, SUCH INDUSTRIAL/BUSINESS PARK TO BE GEOGRAPHICALLY LOCATED IN FAIRFIELD COUNTY AND KERSHAW COUNTY AND ESTABLISHED PURSUANT TO SOUTH CAROLINA CODE OF LAWS OF 1976 §4-1-170, ET SEQUITUR, AS AMENDED; TO PROVIDE FOR A FIRST AMENDMENT OF AGREEMENT DATED JUNE 26, 1996 WITH KERSHAW COUNTY PROVIDING FOR THE EXPENSES OF THE PARK, THE PERCENTAGE OF REVENUE APPLICATION, AND THE DISTRIBUTIONS OF FEES IN LIEU OF AD VALOREM TAXES TO THE COUNTIES AND RELEVANT TAXING ENTITIES; AND, TO PROVIDE THAT JOBS TAX CREDITS ALLOWED BY LAW BE PROVIDED FOR INDUSTRIES LOCATING IN SAID PARK, AND TO PERMIT A USER FEE IN LIEU OF AD VALOREM TAXATION.

WHEREAS, Kershaw County and Fairfield County (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, Kershaw County and Fairfield County previously entered into an agreement pursuant to an ordinance and duly enacted in Fairfield and Kershaw County dated June 26, 1996 for the development of a joint industrial park and designed certain lands in Kershaw County and Fairfield County; 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, Fairfield County proposes to enter into a FIRST AMENDMENT OF AGREEMENT DATED JUNE 26, 1996 FOR DEVELOPMENT OF A JOINT INDUSTRIAL PARK BETWEEN KERSHAW COUNTY AND FAIRFIELD COUNTY PHASE I with Kershaw County to develop jointly an industrial and business 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"), Fairfield County and Kershaw County wish to enter into a FIRST AMENDMENT OF AGREEMENT PHASE I for the development of a joint industrial park between Kershaw County and Fairfield County.

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

SECTION I. Fairfield County is hereby authorized to execute and deliver a FIRST AMENDMENT OF AGREEMENT DATED JUNE 26, 1996 FOR DEVELOPMENT OF A JOINT INDUSTRIAL PARK (the "Park") BETWEEN KERSHAW COUNTY AND FAIRFIELD COUNTY PHASE I (hereinafter referred to "FIRST AMENDMENT OF AGREEMENT PHASE I"). The Park is to be located within the boundaries of Fairfield County and Kershaw County. The form of the joint industrial park FIRST AMENDMENT OF AGREEMENT PHASE I is attached hereto and all terms of the FIRST AMENDMENT OF AGREEMENT PHASE I are hereby incorporated herein. The form, terms and provisions of the FIRST AMENDMENT OF AGREEMENT PHASE I presented to this meeting and filed with the Clerk of the Fairfield County Council

be and they are hereby approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the FIRST AMENDMENT OF AGREEMENT PHASE I were set out in this Ordinance in its entirety. The Administrator of the County be and he is hereby authorized, empowered and directed to execute, acknowledge and deliver the FIRST AMENDMENT OF AGREEMENT PHASE I in the name and on behalf of the County. The FIRST AMENDMENT OF AGREEMENT PHASE I is to be in substantially the form now before this meeting and hereby approved, or with such minor changes therein as shall be approved by the officials of the 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 FIRST AMENDMENT OF AGREEMENT PHASE I now before this meeting.

SECTION II. The maximum tax credits allowable by South Carolina Code of Laws of 1976 Section 12-7-1220, as amended, will apply to any eligible business enterprise locating in the Park.

SECTION III. Any business or industrial enterprise locating in the Park shall pay a fee-in-lieu of ad valorem taxes ("Fee Payments") as provided for in the FIRST AMENDMENT OF AGREEMENT PHASE I, Article VIII Section 13 of the South Carolina Constitution and the Act. The Fee Payments shall be paid to the County Treasurer for the county in which the premises is located. That portion of the Fee Payments from the Park located in Kershaw County and allocated pursuant to the FIRST AMENDMENT OF AGREEMENT PHASE I to Fairfield County shall be paid by the Kershaw County Treasurer to the Fairfield County Treasurer within thirty business days following the end of the calendar quarter of receipt for distribution, in accordance with the FIRST AMENDMENT OF AGREEMENT PHASE I. That portion of the Fee Payments from the Park located in Fairfield County and allocated pursuant to the FIRST AMENDMENT OF AGREEMENT PHASE I to Kershaw County shall be paid by the Fairfield County Treasurer to the Kershaw County Treasurer within thirty business days following the end of the calendar quarter of receipt for distribution in accordance with the FIRST AMENDMENT OF AGREEMENT PHASE I. Fee Payments shall be made by a business or industrial enterprise on or before the due date for taxes for a particular year. Penalties for late payment will be at the same rate and at the same times as for late tax payment. Any late payment beyond said date will accrue interest at the rate of statutory judgment interest. The Counties, acting by and through the respective county tax collector for the County in which the park premises is located, shall maintain all liens and rights to foreclose upon liens provided for counties in the collection of ad valorem taxes.

SECTION IV. The administration, development, promotion, and operation of the Park shall be the responsibility of the county in which each premises of the park is located. Provided, that to the extent any Park premises is owned by a private developer, the developer shall be responsible for development expenses as contained in the FIRST AMENDMENT OF AGREEMENT PHASE I.

SECTION V. In order to avoid any conflict of laws or ordinances between the Counties, the respective county ordinances will be the

reference for such regulations or laws in connection with the Park premises located within that county. Nothing herein shall be taken to supersede any state or federal law or regulation. Each county is specifically authorized to adopt restrictive covenants and land use requirements for the Park premises located in that county, at that county's sole discretion.

SECTION VI. The Sheriff's Department for the county within which the park premises is located will have initial jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park premises located in that county and fire, sewer, water and EMS service will be provided by the applicable service district or other political unit within whose jurisdiction that park premises are located.

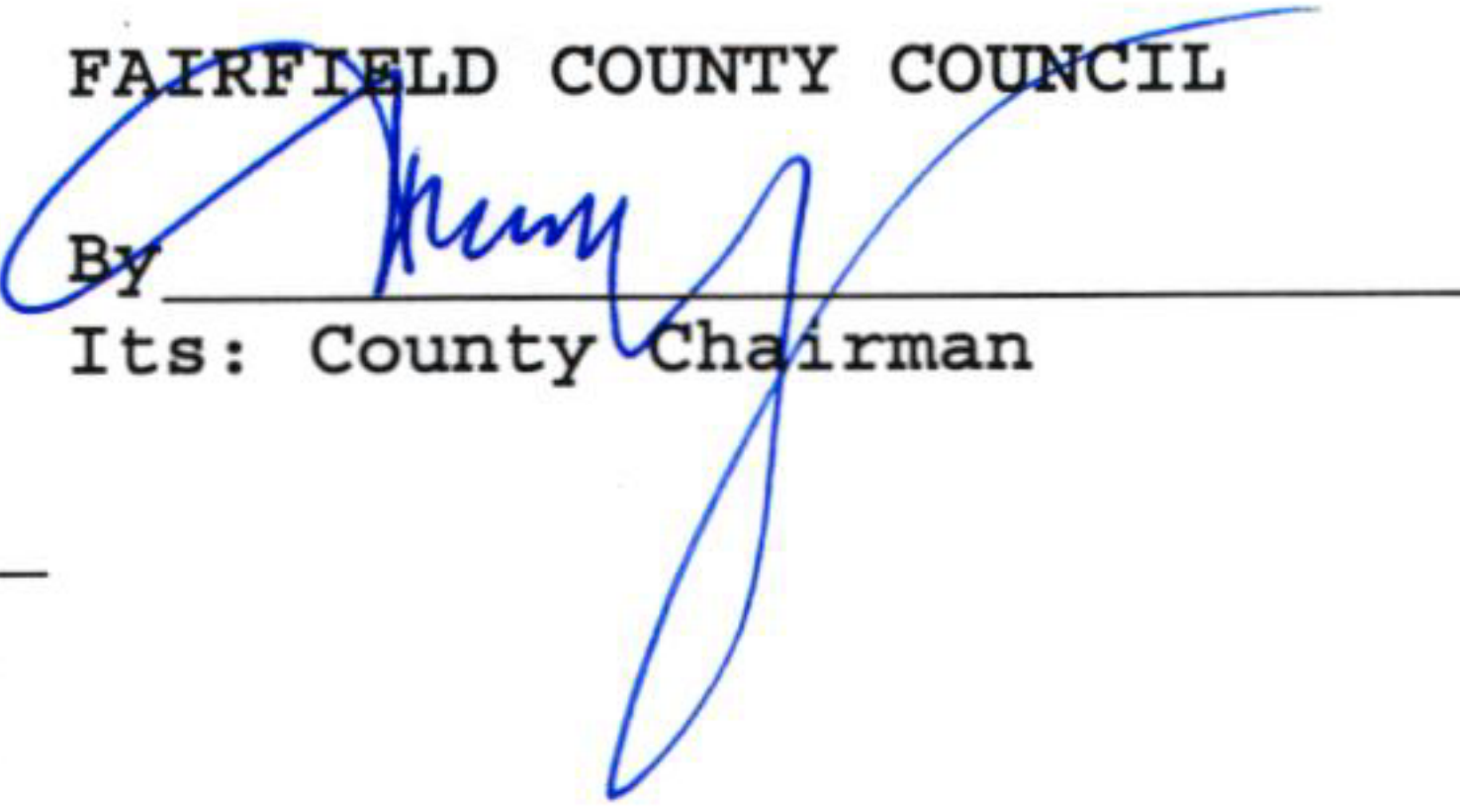
SECTION VII. Should any section of this Ordinance be, for any reason, held void or invalid, it shall not affect the validity of any other section hereof which is not itself void or invalid.

SECTION VIII. The FIRST AMENDMENT OF AGREEMENT PHASE I may not be terminated except by concurrent ordinances of Fairfield County Council and Kershaw County Council. In any event, the FIRST AMENDMENT OF AGREEMENT PHASE I shall terminate twenty (20) years from the date of its execution by both parties.

SECTION IX. Fairfield County shall receive a fee-in-lieu of ad valorem taxes in connection with Park premises located in Fairfield County and in Kershaw County. In either event, Fairfield County shall retain the full amount of such revenues to support county expenditures.

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

FAIRFIELD COUNTY COUNCIL

By 

Its: County Chairman

First Reading: 07/14/03

Second Reading: 07/28/03

Third Reading: 08/11/03

Public Hearing: 08/11/03

ATTEST:

BY: 
Its: Clerk to County Council

APPENDIX A
PROPERTY LOCATED IN KERSHAW COUNTY
Property Description

PARCEL I: All that piece, parcel, or tract of land situate, lying and being in Kershaw County, South Carolina and containing 5.45 acres, more or less, and is designated as Lot No. 7 and a portion of Lot No. 8 and other lands of Pinder Hill Associates as shown on a plat prepared by Daniel Riddick & Associates, Inc. dated April 16, 1990 and recorded in Plat Book 38 at page 2281, in the office of the Clerk of Court for Kershaw County, South Carolina. Said property being bounded generally as follows: On the north by Park Hill Drive, on the east by U.S. Highway No. 601, on the south by other lands of Pinder Hill Associates and on the west by the remaining portion of Lot No. 8.

PARCEL II: All that piece, parcel or tract of land, lying and being situate approximately three miles south of Lugoff, Kershaw County, South Carolina, containing 3.00 acres, more or less and fronting on the West side of U.S. Hwy. No. 601 for a distance of Two Hundred Thirty One and 02/10 (231.02') feet and extending back with a uniform width to a uniform depth of Five Hundred Sixty Five and 67/10 (565.67') feet and bound as follows: NORTH by Fairfield Electric Coop, Inc.; EAST by U.S. Hwy. No. 601; SOUTH by Pinder Hill Associates; and WEST by Pinder Hill Associates.

This being a portion of the property conveyed to Pinder Hill Associates by deed of Georgia-Pacific Corporation dated June 13, 1986 and recorded June 16, 1986 in Book IY at page 1589, in the office of the Clerk of Court for Kershaw County, South Carolina.

PARCEL III: All that piece, parcel or tract of land, lying and being situate approximately three miles south of Lugoff, Kershaw County, South Carolina, containing 5.00 acres, more or less, and fronting on the West side of U.S. Hwy. No. 601 for a distance of Three Hundred Eighty Five and 03/10 (385.03') feet and extending back with a uniform width to a uniform depth of Five Hundred Sixty Five and 67/10 (565.67') feet and bound as follows: NORTH by Pinder Hill Associates being 3.00 acres of land previously described hereinabove; EAST by U.S. Hwy. No. 601; SOUTH by Pinder Hill Associates; and WEST by Pinder Hill Associates.

This being a portion of the property conveyed to Pinder Hill Associates by deed of Georgia-Pacific Corporation dated June 13, 1986 and recorded June 16, 1986 in Book IY at page 1589, in the office of the Clerk of Court for Kershaw County, South Carolina.

APPENDIX A
Property Located in Kershaw County
South Carolina Yutaka Technologies, Inc. Property

PARCEL IV. ALL that certain piece, parcel, or tract of land with improvements thereon, if any, situate, lying, and being located in the County of Kershaw, near the Town of Lugoff, State of South Carolina and being shown and designated as 50.00 acres on a Boundary Survey prepared to South Carolina Yutaka Technologies Inc. by Daniel Riddick & Associates, Inc. and dated March 3, 1999, and recorded in the Office of the Clerk of Court for Kershaw County in Book A-153 at page 3, and having the following metes and bounds:

Commencing at the southwestern most corner on the eastern side of the 75' right-of-way of U.S. Highway No. 601 at #4 rebar and running N 01°47'07"E for a distance of 1215.40 feet to a ½" solid steel rod, thence turning N 01°47'07"E for a distance of 97.83' to a ½" solid steel rod thence turning S 88°40'15"E and running 12.12' to an old concrete monument, thence turning N 01°49'08"E and running 200.64' to an old concrete monument, thence turning N 15°45'50"E and running 205.59' to an old concrete monument, thence turning N 01°50'32"E and running 102.88' to an old concrete monument, thence turning N 04°01'10"W and running 97.87' to an old concrete monument at the northwestern most corner of the property, thence turning N 88°12'53"W and running 1387.23' to a #4 rebar set at the northeaster most corner of the property, thence turning S 01°47'07"W and running 1436.31' to #4 rebar set at the southeastern corner of the property, thence turning S 64°48'23"W and running 30.18' to a #4 rebar, thence turning S 64°48'23"W and running 30.18' to a #4 rebar, thence turning S 64°48'23"W and running for a distance of 215' to a #4 rebar, thence continuing to run along Heritage Point Drive along a curved line with a chord bearing N 88°44'26"W for a distance of 188.55' to a #4 rebar, thence continuing to run along Heritage Point Drive along a curved line with a chord bearing of S 45°52'17"W for a distance of 109.04' to a #4 rebar, thence continuing to run along Heritage Point Drive along a curved line with a chord bearing N 87°17'50"W for a distance of 347.24' to a #4 rebar, thence turning N 60°11'37"W and running for a distance of 331.92' to a #4 rebar, thence running along Heritage Point Drive along a curved line with a chord bearing of N 74°12'16"W for a distance of 211.76' to a #4 rebar, thence turning S 88°12'53"E and running 114.02' to a #4 rebar, thence running along Heritage Point Drive along a curved line with chord bearing N 43°12'53"W for a distance of 78.54' to the point of beginning, being all measurements a little more or less.

A portion of property conveyed by Deed of Kershaw County, South Carolina dated March 24, 1997, recorded May 13, 1997 in Deed Book 521, at Page 211 and a portion of property conveyed by Deed of Pinder Hill Associates, a South Carolina partnership dated February 26, 1999, recorded March 2, 1999 in Deed Book 734, at page 123.

TMS#: A portion of 338-00-00-023 (250 acres) and
A portion of 338-00-00-069 (50 acres)

APPENDIX A
Property located in Kershaw County

All that certain piece, parcel or tract of land, containing 28.74 acres, lying, being and situate about 2 miles South of Lugoff, in Wateree Township, Kershaw County, South Carolina, and more particularly being bounded and described as follows: On the NORTH by Lachicotte Road (S-28-133); on the EAST by Spring Village Subdivision; on the SOUTH by Parcel B, property now or formerly of Wateree Textile Corporation; and, on the WEST by property now or formerly of Black Acre Properties Trust. The above described property is more particularly shown and described as Parcel A on a plat prepared for Wateree Textile Corporation by Carl J. Croft, Surveyor, dated July 29, 1996, and recorded in Plat Book A-111 at Page 10, Office of the Clerk of Court of Kershaw County, South Carolina. Reference to said plat is made for a more accurate description. Reference is further made to that plat of survey proposed from Stewart Title Guaranty Company and Kawashima Textile USA, Inc. by Robert H. Lackey Surveying, Inc. dated July 18, 2002 and recorded in the office of the Clerk of Court for Kershaw County on July 19, 2002 in Book B-59 at pages 7 & 8.

Also, all that certain piece, parcel or tract of land, situate, lying and being in the County of Kershaw, State of South Carolina, containing 38.64 acres, more or less, and being more particularly described on a plat of survey prepared for Wateree Properties, LLC dated July 12, 1992 by Robert H. Lackey, SCRLS #14799 and recorded in Plat Book B59 at page 9-10 in the office of the Kershaw County Register of Deeds, as updated by plat of survey by Robert H. Lackey, SCRLS #14799 dated July 31, 2002 and recorded in Plat Book B-62 at page 3 & 4 in the office of the Kershaw County Register of Deeds, reference to said plats being made for a more complete and accurate description.