

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR FAIRFIELD COUNTY  
ORDINANCE NO. 568

AUTHORIZING THE COUNTY TO EXECUTE AND DELIVER A MASTER PARK AGREEMENT FOR THE CREATION AND MAINTENANCE OF A MULTI-COUNTY BUSINESS OR INDUSTRIAL PARK BETWEEN FAIRFIELD COUNTY, SOUTH CAROLINA, AND ONE OR MORE OTHER COUNTIES; AND OTHER RELATED MATTERS.

WHEREAS, Fairfield County, South Carolina ("County"), and Richland County, South Carolina (collectively, "Counties"), are authorized under Article VIII, Section 13(D) of the South Carolina Constitution and Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended ("Act"), to jointly develop an industrial or business park in the geographical boundaries of one or more of the member Counties;

WHEREAS, as provided under the Act, to promote the economic welfare of their citizens, the Counties have agreed to create a new multi-county industrial park ("Park"), which will encourage additional development in the Counties; and

WHEREAS, the Counties now desire to adopt and enter into a Master Agreement Governing the Nuclear Facilities Industrial Park ("Agreement") to provide for the creation and administration of the Park; and

WHEREAS, the Counties desire to include in the boundaries of the Park property located in the County and described on the attached *Exhibit A* ("Property").

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

**Section 1.** The County Council Chair, or the Vice Chair in the event the Chair is absent, is authorized to execute the Agreement, the Clerk to the County Council is authorized to attest the same, and the County Administrator is further authorized and directed to deliver the Agreement to the Richland County. A substantially final form of the Agreement is attached as *Exhibit B*. The form and terms of the Agreement are approved, with any revisions approved by the County's legal counsel, and all of the terms of the Agreement are incorporated in this Ordinance by reference as if the Agreement were set forth in this Ordinance in its entirety.

**Section 2.** The County Council Chair, or the Vice Chair in the event the Chair is absent, the Clerk to County Council and the County Administrator (or their respective designees) are authorized to execute whatever other documents and take whatever further actions as may be seem appropriate necessary to effect the intent of this Ordinance.

**Section 3.** If any part of this Ordinance is unenforceable, the remainder is unaffected.

**Section 4.** Any ordinance, resolution or order, the terms of which conflict with this Ordinance, is, only to the extent of that conflict, repealed.

**Section 5.** This Ordinance is effective after third and final reading.

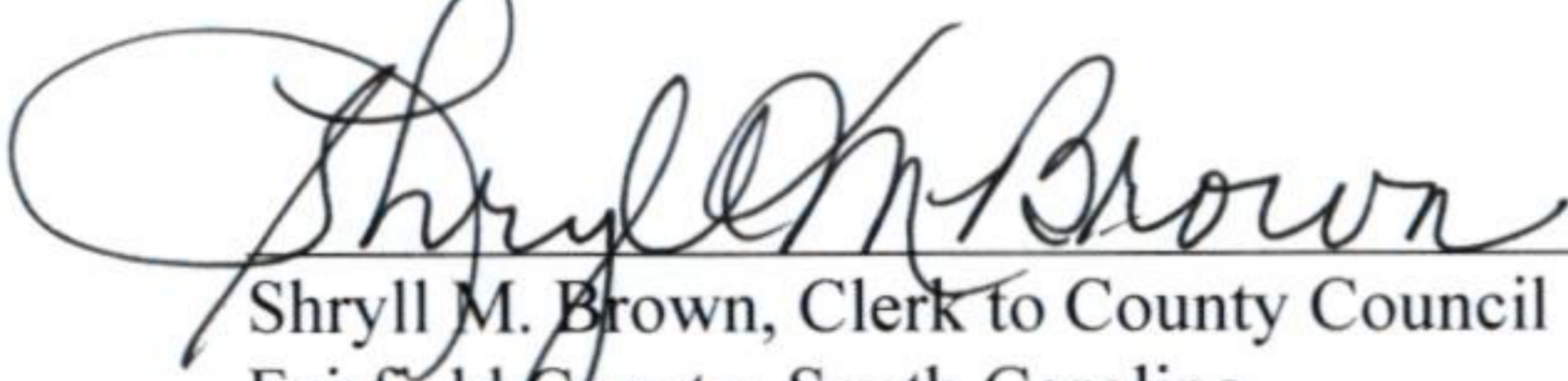
FAIRFIELD COUNTY, SOUTH CAROLINA



Russell David Brown, Chairman of County Council  
Fairfield County, South Carolina

(SEAL)

ATTEST:



Shryll M. Brown, Clerk to County Council  
Fairfield County, South Carolina

READINGS:

First Reading:	June 14, 2010
Second Reading:	June 28, 2010
Public Hearing:	June 28, 2010
Third Reading:	July 12, 2010

**EXHIBIT A**

**PROPERTY DESCRIPTION**

**EXHIBIT A  
PROPERTY DESCRIPTION**

All those certain pieces, parcels or tracts of land being in the County of Fairfield, State of South Carolina, near the Town of Parr, containing an aggregate of 2,010.69 acres, more or less, and being that property lying in the New Nuclear Development Project Boundary Line ("NND PBL") as shown on the attached drawing entitled "VC Summer Nuclear Plant New Nuclear Development Fee in Lieu Properties," dated June 9, 2010. Derivations and county tax map numbers associated with each tract are set forth below.

TRACT NUMBER	GRANTOR	ACRES	DEED DATE	RECORD DATE	DEED BOOK	DEED PAGE	TAX MAP NUMBER (or portion)
28 *	Mamie R. Young, Delia R. Wooden, Vivian R. McGriff, Paul Rabb, Jr. & Lindberg Rabb (5/7 interest)	47.23	6/29/72	6/29/72	ED	43	138-01-00-003-000
	Margie R. Brooks & Virginia R. Fickling (2/7 interest)		7/17/72	7/17/72	ED	184	138-01-00-003-000
29 *	Louise McMeekin Chappell (Parcel A & C)	73.84	9/14/72	9/18/72	EE	23	138-01-00-003-000
	Louise C. Moseley, Rebecca C. Miller, & Judy C. Mullinax, individually & as exec. & sole heirs at law of E. D. Chappell & Louise McMeekin Chappell (Parcel B)	23.00	5/31/70	6/19/74	EL	101	138-01-00-003-000
30 *	Virginia R. Fickling & Margie Rabb Brooks	79.34	5/10/73	5/15/73	EG	571	138-01-00-003-000 175-00-01-004-000
31	Clara M. Poole, Kitty M. Conroy, Marjorie McMeekin & W. T. McMeekin	189.85	10/20/72	10/27/72	EE	265	138-01-00-003-000 175-00-01-004-000
33	Catawba Timber Company	54.02	1/22/73	2/7/73	EF	337	138-01-00-003-000
37	Champion International Corp.	162.32	12/17/75	12/321/75	EQ	1155	138-01-00-003-000
Tract 37 NOTE: Acreage for this tract 37 includes portions of acreages of the following tracts: 44, 45, 46, 47, 57, 60, 62, 63, 64, 65, 66 & 72							
44	Henry W. Martin & Julie Mae Curtain		8/26/72	8/28/72	ED	505	138-01-00-003-000
45	Sarah Hollins & Henry W. Martin		8/10/72	8/11/72	ED	389	138-01-00-003-000
46	Ernestine Rabb & Henry W. Martin		7/10/72	7/10/72	ED	103	138-01-00-003-000
47	John Henry Martin		1/19/73	2/2/73	EF	315	138-01-00-003-000
57	Mary D. Martin, John Z. Martin, Beatrice Thacker, Abraham Martin, Jr. Edna Christian & Mayme M. King		12/29/72	2/22/73	EF	435	138-01-00-003-000
60	Arthur Kennedy		12/27/73	12/28/73	EJ	187	138-01-00-003-000
62	Tommy Lee Pearson		10/31/74	9/10/75	EQ	207	138-01-00-003-000
63	Odell Cook		7/31/73	8/7/73	EH	494	138-01-00-003-000
64	Lee Irvin Rikard		8/31/10	9/7/73	EI	154	138-01-00-003-000
65	G.A.C. Trans World Acceptance Corporation		3/5/73	7/20/73	EH	383	138-01-00-003-000
66	Roosevelt Stark		1/13/73	1/15/73	EF	184	138-01-00-003-000

72	Booker T. Martin		4/19/76	4/23/76	ER	787	138-01-00-003-000
48	Henry L. Parr (to Parr Shoals Power Co.)	200.79	10/1905		AU	638	138-01-00-003-000
55 *	H. S. Yarborough, Mary Louise Yarborough, Lottie Y. Plowman, J. H. Yarborough, Bessie Y. Wood, Katie Y. Coleman & J. F. Yarborough	449.51	8/20/73	8/20/73	EI	52	138-01-00-003-000 175-00-01-004-000
56	Booker T. Martin	118.23	5/4/73	5/9/73	EG	530	138-01-00-003-000
McMeekin	J. C. McMeekin, Jr.	165.13	10/7/58	10/7/58	CU	27	192-00-00-006-000
Parr *	C. B. Parr	18.00	8/26/58	8/26/58	CT	461	192-00-00-006-000 175-00-01-004-000
Yarborough *	J. F. Yarborough Estate: Howard S. Yarborough, James H. Yarborough & Mary Louise Yarborough	74.28	9/9/58	9/9/58	CT	524	192-00-00-006-000 175-00-01-004-000
Training Center *	J. F. Yarborough, Jr, J. H. Yarborough, Mary Louise Yarborough, Lawrence H. Yarborough, Grady Alexander Yarborough, Lottie Y. Plowman, Katie Y. Coleman & Bessie Y. Wood	26.62	5/25/81	6/8/81	GS	303	192-00-00-011-000
Woods *	Joel O. Wood & Vera Louise Wood	134.23	7/9/07	7/10/07	855	222	192-00-00-003-000
IP *	Blue Sky Properties , LLC (International Paper)	194.30	12/3/04	12/13/04	687	96	192-00-00-002-000
<b>TOTAL ACREAGE</b>			<b>2,010.69</b>				

NOTE: \* All acreages are determined by GIS unless noted by "\*\*\*". These ("\*\*") are the actual deeded acreages.

11

12

13

**EXHIBIT B**

**FORM OF  
MASTER AGREEMENT GOVERNING THE NUCLEAR FACILITIES INDUSTRIAL PARK**

MASTER AGREEMENT  
GOVERNING THE  
NUCLEAR FACILITIES INDUSTRIAL PARK

BETWEEN

FAIRFIELD COUNTY, SOUTH CAROLINA

AND

RICHLAND COUNTY, SOUTH CAROLINA

SEPTEMBER 21, 2010

PREPARED BY:

PARKER POE ADAMS & BERNSTEIN LLP  
1201 MAIN STREET, SUITE 1450  
COLUMBIA, SOUTH CAROLINA 29201  
803.255.8000

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Item# 18

INSTRUCTIONS  
FOR  
COUNTY AUDITOR AND COUNTY TREASURER

ALL PROPERTY LOCATED IN THIS MULTI-COUNTY INDUSTRIAL/BUSINESS PARK IS EXEMPT FROM *AD VALOREM* TAXES AND IS SUBJECT INSTEAD, UNDER THE TERMS OF THE STATE CONSTITUTION, TO A FEE-IN-LIEU OF *AD VALOREM* TAXES EQUAL TO WHAT THE TAXES WOULD HAVE BEEN. HOWEVER, THE FEE-IN-LIEU PAYMENTS MAY BE BELOW NORMAL *AD VALOREM* TAX RATES IN THE EVENT THAT PROPERTY IS SUBJECT TO A NEGOTIATED FEE-IN-LIEU OF TAXES ("FILOT") ARRANGEMENT. THEREFORE, WHEN PREPARING THE FEE BILLS FOR ALL PROPERTY LOCATED IN THE PARK, PLEASE REFERENCE THE FILOT RECORDS TO ENSURE THE CORRECT MILLAGE RATE AND ASSESSMENT RATIO ARE USED.

ONCE A FEE BILL HAS BEEN PAID, THE PROVISIONS OF THIS AGREEMENT GOVERN HOW THE FEE RECEIVED IS TO BE DISTRIBUTED AMONG THE VARIOUS TAXING ENTITIES IN EACH COUNTY. EACH COUNTY MAY ALTER THE CUSTOMARY DISTRIBUTION OF REVENUES.



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THIS MASTER AGREEMENT ("Agreement"), effective August \_\_\_\_, 2010 ("Effective Date"), between Fairfield County, South Carolina ("Fairfield"), a political subdivision of the State of South Carolina ("State"), and Richland County, South Carolina ("Richland"), a political subdivision of the State (Richland with Fairfield, collectively, "Counties," each, a "County"), is entered into pursuant to Article VIII, Section 13(D) of the South Carolina Constitution, as amended, and South Carolina Code Annotated section 4-1-170 (collectively, "MCIP Law").

#### RECITALS:

WHEREAS, Fairfield has entered into a fee-in-lieu of *ad valorem* taxes agreement with South Carolina Electric & Gas Company ("Company"), concerning the Project, as that term is defined and described in the *Fee Agreement by and between Fairfield County, South Carolina and South Carolina Electric & Gas Company*, dated July 12, 2010 ("Fee Agreement"), which is located on the Project Site, as described more fully on the attached Exhibit A;

WHEREAS, pursuant to the Fee Agreement, Fairfield has committed with the Company: (a) to permit the Company to make payments of fees-in-lieu of *ad valorem* taxes for the Project and (b) to use Fairfield's best efforts to place the Project Site in a multi-county industrial park;

WHEREAS, the Counties are permitted by the MCIP Law to create one or more multi-county industrial parks;

WHEREAS, to promote the economic welfare of their citizens, in response to a request from the Company and because of the size and unusual nature of the Project, the Counties have determined to create a new multi-county industrial park in which to locate the Project Site;

WHEREAS, the Counties now desire to create the "Nuclear Facilities Industrial Park" ("Park") and locate the Project Site in the Park as the Park's sole Project Site, *i.e.*, the Counties intend for the Project Site and the Park boundaries to be coterminous for the life of this Agreement;

WHEREAS, in *Horry County School District v. Horry County*, 346 S.C. 621, 552 S.E.2d 737 (2001) ("*Horry County Case*"), the South Carolina Supreme Court provided guidance regarding the MCIP Law and established requirements for the contents of multi-county industrial park agreements; and

WHEREAS, the Counties adopt this Agreement as the governing document for the Park and intend it to meet the requirements of the MCIP Law and the *Horry County Case*.

NOW, THEREFORE, on the basis of the premises and mutual covenants in this Agreement, the sufficiency of which consideration is acknowledged, the Counties agree:

#### ARTICLE I PARK BOUNDARIES

##### Section 1.01. *Park Boundaries.*

(a) The Park consists solely of the Project Site.

(b) By Fairfield resolution, Fairfield may unilaterally amend this Agreement to include additional property in the Park so long as Fairfield finds that the additional property is related to the Project and adjacent to the Project Site. For each addition, this Agreement's amendment is complete once Fairfield delivers a separately labeled Exhibit (*e.g.*, Exhibit B-1, Exhibit B-2, etc.) to Richland with a description of the additional property (each, "Additional Project Site," with Project Site, collectively, "Property").

(c) Without Property owner's consent, until the end of the 50<sup>th</sup> calendar year following the end of the calendar year in which this Agreement becomes effective, neither County is permitted to diminish the Park boundaries to exclude Property.

**ARTICLE II**  
**TAX STATUS OF PROPERTIES LOCATED IN THE PARK**

**Section 2.01. *Constitutional Exemption from Taxation.*** Under the MCIP Law, during this Agreement's term, Property is exempt from all *ad valorem* taxation.

**Section 2.02. *Fee-in-Lieu of Taxes.*** Except as provided in Section 2.01, the owners or lessees of Property shall pay 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 Property in the Park.

**Section 2.03. *Negotiated Fee-in-Lieu of Taxes.*** The amount of the annual payments due from the owner or lessee under Section 2.02 is reduced by virtue of any negotiated fee-in-lieu of *ad valorem* taxes incentive with Fairfield. The sole agreement in place as of the Effective Date is the Fee Agreement.

**ARTICLE III**  
**SHARING OF REVENUES AND EXPENSES OF THE PARK**

**Section 3.01. *Expense Sharing.*** Fairfield is responsible for all expenses related to the Park.

**Section 3.02. *Revenue Sharing.***

(a) Revenue generated in the Park from a source other than a fee-in-lieu of *ad valorem* taxes shall be distributed directly to Fairfield to be expended in any manner as Fairfield deems appropriate.

(b) The Counties shall share all revenue received in lieu of *ad valorem* taxes from Property ("FILOT Revenue") according to the following distribution scheme: Fairfield shall, after (i) reimbursing itself for expenditures made to attract the Company and (ii) making any reductions required by law or other agreement, retain 99.5% of the FILOT Revenue and transmit 0.5% of the FILOT Revenue to Richland.

**Section 3.03. *FILOT Revenue Distribution in Each County.***

(a) According to *Horry County Case*, each County is required to set forth the scheme for distribution of FILOT Revenue in that County:

- (i) Fairfield elects to retain all FILOT Revenue.
- (ii) Richland reserves the right to determine reimbursement to Richland for economic development expenditures made on a case by case basis. FILOT Revenue remaining after reimbursement shall be distributed on a *pro rata* basis to each entity that would otherwise levy tax millage on Property, if Property were not located in the Park. Each school district receiving a distribution of FILOT Revenue shall divide the FILOT Revenue on a *pro rata* basis between operational and debt service expenditures according to the amount of operating and debt service millage levied by that school district or collected on behalf of that school district.

(b) Each County, by adoption of an ordinance in that County, may unilaterally amend its internal distribution scheme.

**Section 3.04. Annual Report and Disbursement.** Not later than July 15 of each year, starting July 15 of the first year in which Fairfield receives FILOT Revenue, Fairfield shall prepare and submit to Richland a report detailing the FILOT Revenue owed under this Agreement. Fairfield shall deliver a check for the amount reflected in that report at the same time.

#### ARTICLE IV MISCELLANEOUS

**Section 4.01. Jobs Tax Credit Enhancement.** The Company is entitled to whatever enhancement of the regular jobs tax credits authorized by South Carolina Code Annotated section 12-6-3360, or any successive provisions, as may be provided under South Carolina law.

**Section 4.02. Assessed Valuation.** For the purpose of bonded indebtedness limitation and computing the index of taxpaying ability pursuant to South Carolina Code Annotated section 59-20-20(3), allocation of the assessed value of Property to each County is identical to the percentage of FILOT Revenue retained and received by each County in the preceding fiscal year.

**Section 4.03. Records.** Fairfield, at Richland's request, shall provide a copy of each record of the annual tax levy and the fee-in-lieu of *ad valorem* tax invoice for Property and a copy of the Fairfield County Treasurer's collection records for the fee-in-lieu of *ad valorem* taxes so imposed, as these records became available in the normal course of Fairfield's procedures.

**Section 4.04. Applicable Law.** To avoid any conflict of laws between the Counties, Fairfield ordinances are the reference for regulation of the Park. Nothing in this Agreement purports to supersede state or federal law or regulation. Fairfield is permitted to adopt restrictive covenants and land use requirements for the Park.

**Section 4.05. Law Enforcement.** The Fairfield County Sheriff's Department has jurisdiction to make arrests and exercise all authority and power in the Park boundaries; fire, sewer, water and EMS service for the Park is provided by the applicable service district or other political unit in Fairfield.

**Section 4.06. Binding Effect of Agreement.** This Agreement is binding after executed by the Counties.

**Section 4.07. Severability.** If (and only to the extent) that any part of this Agreement is unenforceable, then that portion of the Agreement is severed from the Agreement and the remainder of this Agreement is unaffected.

**Section 4.08. Complete Agreement: Amendment.** This Agreement is the entire agreement between the Counties with respect to this subject matter and supersedes all agreements, representations, warranties, statements, promises and understandings, whether oral or written, with respect to the Project and Property and neither County is bound by any oral or written agreements, statements, promises, or understandings not set forth in this Agreement.

**Section 4.09. Counterpart Execution.** This Counties may execute this Agreement in multiple counterparts.

Section 4.10. *Termination.* Notwithstanding any part of this Agreement to the contrary, Fairfield and Richland shall not terminate this Agreement, without consent from the owner of Property, until the end of the 50<sup>th</sup> calendar year following the end of the calendar year in which this Agreement becomes effective.

*[ONE SIGNATURE PAGE FOLLOWS]  
[REMAINDER OF PAGE INTENTIONALLY BLANK]*

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

FAIRFIELD COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Russell David Brown  
Chairman of County Council

(SEAL)  
ATTEST:

\_\_\_\_\_  
Shryll M. Brown  
Clerk to County Council

RICHLAND COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Paul Livingston  
Chairman of County Council

(SEAL)  
ATTEST:

\_\_\_\_\_  
Michielle R. Cannon-Finch  
Clerk of County Council