

Sponsor(s) : County Council  
First Reading : April 1, 2025  
Committee Referral : N/A  
Committee Consideration Date : N/A  
Committee Recommendation : N/A  
Second Reading : May 6, 2025  
Public Hearing : June 3, 2025  
Third Reading : June 3, 2025  
Effective Date : Immediately

I, Danielle Murdaigh Council Clerk,  
certify that this Ordinance was  
advertised for Public Hearing on  
May 15, 2025.

**ORDINANCE NO. 25-O-03**

**COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR COLLETON COUNTY**

**[TO AMEND AND EXTEND THE TERM OF THE AGREEMENT FOR DEVELOPMENT FOR JOINT COUNTY INDUSTRIAL PARK (THE "PARK") BETWEEN COLLETON COUNTY AND HAMPTON COUNTY, SOUTH CAROLINA; TO FURTHER AMEND THE AGREEMENT FOR DEVELOPMENT FOR JOINT COUNTY INDUSTRIAL PARK SO AS TO INCLUDE ADDITIONAL PROPERTY IN COLLETON COUNTY AS PART OF THE PARK; AND OTHER MATTERS RELATED THERETO.]**

**WHEREAS**, Colleton County, South Carolina ("Colleton County") and Hampton County, South Carolina ("Hampton County") (collectively, the "Counties" and together with any additional counties that become parties to the Agreement described below, the "Member Counties"), as 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 (the "Act"), propose to amend and extend the term of the Agreement for Development for Joint County Industrial Park, dated \_\_\_\_\_ (the "Original Agreement") between the Counties with respect to a Joint County Industrial and Business Park (the "Park" between the Counties; 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**, Colleton County previously authorized the establishment of the Park pursuant to Ordinance No. 07-O-29 enacted by the County Council of Colleton County on November 4, 2007, and Hampton County previously authorized the establishment of the Park pursuant to Ordinance No. \_\_\_\_\_ enacted by the County Council of Hampton County on \_\_\_\_\_, 2007; and

**WHEREAS**, the Original Agreement specified a term of thirty (30) years for the Agreement; and

**WHEREAS**, since the creation of the Park, the Counties have provided specific economic development incentives to various industries in return for the agreement of such industries to provide economic development and job creation in the Counties by expanding the

boundaries of the Park to include the sites of such industries; descriptions of such properties are set forth in Exhibits B-1 and B-2 hereto; and

**WHEREAS**, because the South Carolina General Assembly has extended the statutory term of a fee-in-lieu of tax incentive for companies meeting certain statutory requirements for a period of time up to fifty (50) years, the Counties desire to extend the term of the Original Agreement to fifty (50) years from the date of the extension, with a provision that would automatically extend the term further in the event that a property to be placed in the Park would be qualified to receive fee-in-lieu of tax incentives beyond the then-current remaining term of the Original Agreement as so extended, and the Counties desire to amend the Original Agreement to evidence such extension of the term; and

**WHEREAS**, the Counties have further determined that certain modifications of the Original Agreement are desirable in order to streamline the administration and operation of the Park by the Counties, and the Counties desire to amend the Original Agreement to evidence such modifications; and

**WHEREAS**, in order to promote the economic development of Colleton County and Hampton County, the Counties have agreed to include in the Park properties located in Colleton County as more particularly described in Exhibit C hereto; and

**WHEREAS**, the Counties have agreed to the specific terms and conditions of the arrangement to be set forth in the Amended Multi-County Park Agreement (the "Amended MCP Agreement"), the form of which is attached hereto as Exhibit A;

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

**Section 1. Extension of Term of Multi-County Park; Approval of Amended MCP Agreement; Location of Park; Change of Park Boundaries.**

(a) The term of the Original Agreement, set forth in Section 12 of the Original Agreement, is hereby authorized to be extended to a term of fifty (50) years from the date of execution of the Amended MCP Agreement, with a further provision that would automatically extend the term further in the event that a property to be placed in the Park during the term of the Park as so amended would be qualified to receive fee-in-lieu of tax incentives beyond the then-current remaining term of the Amended MCP Agreement, is hereby authorized.

(b) The Amended MCP Agreement is to be in substantially the form now before this meeting as Exhibit A and hereby approved, or with such changes therein as shall not materially adversely affect the rights of Colleton County thereunder and as shall be approved by the officials of Colleton 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 Amended MCP Agreement now before this meeting. The Chairman of County Council, for and on behalf of Colleton County, is hereby authorized, empowered, and directed to do any and all things necessary or proper to effect the execution and delivery of the Amended MCP Agreement

and the performance of all obligations of Colleton County under and pursuant to the Amended 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 property located in Colleton County more particularly described in Exhibit B and Exhibit C to the Amended MCIP Agreement. It is recognized that the Park will from time to time consist of non-contiguous properties within each or any 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 physically located, and (b) a resolution (or comparable action) of the governing bodies of the other applicable Members.

**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 Amended 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 physically located. That portion of the fee from the Park property located in a Member County and allocated pursuant to the Amended MCP Agreement to the other Member County shall be paid to the respective county treasurer (or other designated official) of the other Member County in accordance with the terms of the Amended MCP Agreement. Payments of fees in lieu of *ad valorem* taxes will be due on the due date for *ad valorem* property taxes for a particular year. Penalties for late payment will be at the same rate as for late tax payments. Any late payment beyond the due date will accrue interest at the rate of statutory judgment interest in South Carolina. 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 Amended MCP Agreement.

**Section 4. Distribution of Revenues to Taxing Entities.** Revenues from the Park shall be distributed to and within the Member Counties as set forth in the Amended MCP Agreement.

**Section 5. Allocation of Revenues Within Colleton County.** After making provision for the appropriations provided in paragraph (a) above, all net park revenues generated by the Park shall be distributed to the applicable overlapping taxing entities in accordance with the provisions of Section 6(A) or (B) of the Amended MCP Agreement, as applicable.

**Section 6. 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 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 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 of Charleston County Council, the terms of which are in conflict herewith, is, only to the extent of such conflict, hereby repealed.

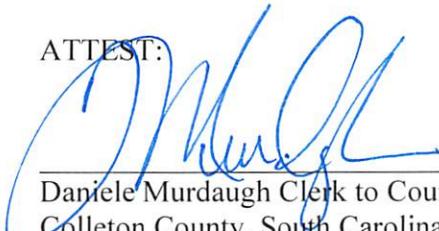
**Section 9. Effectiveness.** This Ordinance shall be effective upon approval following third and final reading.

COLLETON COUNTY, SOUTH CAROLINA

By: 

\_\_\_\_\_  
Scott Biering Chairman of County Council  
Colleton County, South Carolina

ATTEST:

  
\_\_\_\_\_  
Daniele Murdaugh Clerk to County Council  
Colleton County, South Carolina

First reading: April 1, 2025  
Second reading: May 6, 2025  
Public hearing: June 3, 2025  
Third reading: June 3, 2025

**EXHIBIT B-1**

**PROPERTY DESCRIPTION  
COLLETON COUNTY PROPERTY CURRENTLY IN PARK**

**PROPERTY DESCRIPTION FOR EACH PROPERTY CURRENTLY INCLUDED IN THE  
PARK.**

**Parcels Currently in Park    Further Property Description**

**EXHIBIT B-2**

**PROPERTY DESCRIPTION  
HAMPTON COUNTY PROPERTY CURRENTLY IN PARK**

**PROPERTY DESCRIPTION FOR EACH PROPERTY CURRENTLY INCLUDED IN THE  
PARK**

Parcels Currently in Park    Further Property Description

**EXHIBIT C**

**PROPERTY DESCRIPTION  
COLLETON COUNTY ADDITIONAL PROPERTY**

**PROPERTY DESCRIPTION FOR EACH PROPERTY TO BE INCLUDED IN THE PARK  
AND INITIAL TAX YEAR (FOR TAXES WHICH WILL BE LEVIED ON PROPERTY  
OWNED ON DECEMBER 31 OF THE PRIOR CALENDAR YEAR).**

Parcels to be Added

Property Description

Initial  
Tax Year

**SCHEDULE 1**

**PROPERTY DESCRIPTION**

**AMENDED AND RESTATED AGREEMENT FOR THE  
DEVELOPMENT FOR JOINT COUNTY  
INDUSTRIAL PARK**

**THIS AMENDED AND RESTATED AGREEMENT FOR THE DEVELOPMENT FOR JOINT COUNTY INDUSTRIAL PARK** is made and entered into and to be effective as of [\_\_\_\_\_, 2025] (this “Agreement”), by and between Colleton County, South Carolina (“Colleton County”) and Hampton County, South Carolina (“Hampton County;” Colleton County and Hampton County are collectively referred to herein as the “Counties”) (the Counties and any other counties, political subdivisions, or other governmental entities that become parties hereto are collectively referred to herein as the “Members”).

**RECITALS**

**WHEREAS**, in order to promote economic development and thus provide additional employment opportunities within each of the Counties, the County Councils of Colleton County and Hampton County previously established the Joint County Industrial Park (the “Original Park”) pursuant to Ordinance No. 07-O-29 enacted by the County Council of Colleton County on November 4, 2007, and Ordinance No. \_\_\_\_\_ enacted by the County Council of Hampton County on \_\_\_\_\_, 2007, and the Agreement for Development for Joint County Industrial Park dated \_\_\_\_\_, 2007 (the “Original Agreement”); and

**WHEREAS**, as a consequence of the establishment of the Original Park, the area comprising the Original Park and all property having a situs therein will be exempt from all *ad valorem* taxation, but the owners, 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; and

**WHEREAS**, the Original Agreement specified a term of thirty (30) years for the Original Agreement; and

**WHEREAS**, since the creation of the Park, the Counties have provided specific economic development incentives to various industries in return for the agreement of such industries to provide economic development and job creation in the Counties by expanding the boundaries of the Park to include the sites of such industries; descriptions of such properties are set forth in Exhibit A and Exhibit B hereto; and

**WHEREAS**, Colleton County and Hampton County have agreed to accept responsibility for the costs of infrastructure, maintenance, promotional costs, and other appropriate costs associated with the establishment and operation of the Park; and

**WHEREAS**, because the South Carolina General Assembly has extended the statutory term of a fee-in-lieu of tax incentive for companies meeting certain statutory requirements for a period of time up to fifty (50) years, the Counties desire to extend the term of the Original Agreement to fifty (50) years from the date hereof, with a provision that would automatically

extend the term further in the event that a property to be placed in the Park would be qualified to receive fee-in-lieu of tax incentives beyond the then-current remaining term of the Original Agreement as so extended, and the Counties desire to amend the Original Agreement to evidence such extension of the term; and

**WHEREAS**, the Counties have further determined that certain modifications of the Original Agreement are desirable in order to streamline the administration and operation of the Park by the Counties, and the Counties desire to amend the Original Agreement to evidence such modifications; and

**WHEREAS**, the Counties desire to administer the Park pursuant to this Agreement;

**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 hereto agree as follows:

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

2. Authorization. (A) Article VIII, Section 13(D) of the Constitution of South Carolina provides that counties which are contiguous to each other may jointly develop a multi-county industrial or business park 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 of the South Carolina Constitution provides that nothing in the State Constitution may be construed to prohibit any of the counties, incorporated municipalities, or other political subdivisions in South Carolina from agreeing to share the lawful cost, responsibility, and administration of functions with one or more governments, whether within or outside the State of South Carolina.

3. Location of the Park.

(A) (i) As of the date of this Agreement, the Park consists of real property located in [Hampton County and] Colleton County. [The Park Property located within Hampton County is hereinafter described in Exhibit A attached hereto and the Park property located within Colleton County is hereinafter described in Exhibit B attached hereto. In the event that the Park is enlarged pursuant to the terms hereof to include additional property located in Hampton County, such property shall be identified and included in Exhibit A and attached hereto. In the event that the Park is enlarged pursuant to the terms hereof to include additional property located

in Colleton County, such property shall be identified and included in Exhibit B and attached hereto. The boundaries of the Park may be enlarged or diminished from time to time as provided in this Section 3.

(ii) The Park may at any time and from time to time consist of non-contiguous properties. Except as otherwise authorized by paragraph (D) of this Section 3, the Park may be enlarged or diminished from time to time upon completion of all of the following authorizations approving such action: (a) an ordinance of the County in which the property to be added or removed from the Park is actually located (such County is herein referred to as the “Host County”), (b) a resolution of the governing body of each of the other county or counties (such county or counties are herein referred to as the “Partner County” or “Partner Counties”), and (c) a resolution of the applicable municipality, if any (as provided in subparagraph (A)(iii) of this Section 3).

(iii) 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, then before adding such property to the Park, the Host County shall obtain such municipality's consent, by resolution of its municipal council, 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 Host County 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) copies of the resolutions of the governing bodies of the Partner County and, if applicable, the municipality or municipalities as provided in subparagraph (A)(iii) of this Section 3.

(C) So long as fee-in-lieu of tax revenues derived from the Park are pledged as security for special source revenue bonds issued by either County, that County agrees that it will not willfully modify or terminate this Agreement unless there shall first be provided such certifications, if any, as may be required by such special source revenue bonds.

(D) (i) 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.

(ii) No action of any municipality is required for the removal of property from the Park.

(iii) Except as provided in Subsection (D)(iv) of this Section 3, for a period of five (5) years commencing with the later of the effective date of this Agreement, as amended and restated, or the effective date of the expansion of the boundaries of the Park to include such parcel, the boundaries of the Park shall not be diminished so as to exclude therefrom any parcel of real property without the consent of the owner thereof and the Counties and, if applicable, the lessee of such parcel; and this sentence of this Agreement may not be modified or deleted herefrom for a period of five (5) years commencing with the effective date hereof, except as provided in subsection (iv) below.

(iv) Notwithstanding paragraph (D)(iii) of this Section 3, but subject to Section (C) of this Section 3, a parcel previously included within the boundaries of the Park may be removed from the Park at any time if any of the following circumstances occurs:

(1) If the owner of the parcel requests in writing that the parcel be removed from the Park, then the County Administrator (or other chief administrative officer) of the Host County in which such parcel is located shall attach an appropriate revision of Exhibit A or Exhibit B removing such parcel from the Park and provide a copy of such revised Exhibit A or Exhibit B to the County Administrator (or other chief administrative officer) of the Partner County or Counties; or

(2) If the County Council of the Host County 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 Host 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), then the boundaries of the Park may be diminished in accordance with the provisions of Subsection (B) above; or

(3) If the County Council of the Host County determines that the owner or tenant of the parcel to be removed from the Park has failed to provide to the Host County information which the Host County reasonably requires in order to determine (a) whether the owner or tenant(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 Host 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, then the boundaries of the Park may be diminished in accordance with the provisions of Subsection (B) above.

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. Such payments are herein referred to as the "Park Revenues."

5. Allocation of Park Expenses. Each 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 County and the cost of providing customary public services for that portion of the Park located within the boundaries

of such County. Notwithstanding the foregoing, nothing herein shall be construed to prevent the applicable County from requiring the owner of privately owned property within the Park to bear any such expenses.

6. Allocation of Park Revenues.

(A) Hampton County and Colleton County shall receive an allocation of all Park Revenues, including revenues attributable to the business personal property with a situs in the Park in the following proportions:

- |      |  |     |
|------|--|-----|
| (i)  | Host County (where Park property is located) | 99% |
| (ii) | Partner County                               | 1%  |

(B) Any payment from a Host County to the Partner County of such other County's allocable share of Park Revenues: (i) shall be made no later than ninety (90) 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 County more than such County's 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) Park Revenues shall be paid to the applicable County as provided in Section 6 hereof. Such Park Revenues shall be distributed within the applicable County to the political subdivisions in such County in accordance with the applicable governing ordinance of such County in effect from time to time.

(B) 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 ("Negotiated FILOT Incentive") 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 Negotiated FILOT Incentives being at such Member County's sole discretion. Property subject to a Negotiated FILOT Incentive is referred

to herein as “Negotiated FILOT Property.” Property that is not subject to a Negotiated FILOT Incentive is referred to herein as “Non-Negotiated FILOT Property.”

9. Assessed 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 Section 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.

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 Members. This Agreement may be amended from time to time to add as Members hereto additional municipalities, other political subdivisions, or governmental entities located within either Member County, 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 then current Member.

15. Amendments. This Agreement may not be amended, changed, modified, or altered except:

(A) to add property to or remove property from the Park solely in compliance with Section 3 hereof; or

(B) otherwise, with the written consent of all then current Members; provided, however, that so long as fee-in-lieu of tax revenues derived from the Park are pledged as security for special source revenue bonds issued by either County, that County agrees that it will not wilfully modify or terminate this Agreement unless there shall first be provided such certifications, if any, as may be required by such special source revenue bonds.

16. Term of Agreement; Withdrawal of Members.

(A) The term of this Agreement shall end on the date that is fifty (50) years from the effective date hereof; provided, however, that the term hereof shall automatically be extended in

the event that a property which has been placed in the Park qualifies to receive fee-in-lieu of tax incentives beyond the then-current remaining term of this Agreement, in which event, the term hereof shall coincide with the term of the applicable fee-in-lieu of tax incentive.

(B) The term of this Agreement may be extended by prior written agreement of two or more Counties which are at such time Members hereunder.

(C) Notwithstanding any provision of this Agreement to the contrary, Colleton County and Hampton County agree that neither Colleton County nor Hampton County may terminate this Agreement, unilaterally, for a period of fifty (50) years commencing with the effective date hereof.

(D) 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 County and applicable municipalities that approve such enlargement of the Park may include additional limitations on the termination of this Agreement with respect to such additional property.

(E) Except as otherwise provided in Section 3 or this Section 17 of this Agreement, this Agreement may only be terminated prior to the stated termination date hereof by ordinances (or comparable action) of the governing bodies of each of the Member Counties and other Members.

(F) Any Member may terminate all of its rights hereunder and withdraw from this Agreement by providing to each other Member (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's rights hereunder. The withdrawing Member agrees to pay all costs and expenses incurred by the other Members in connection with its withdrawal from this Agreement.

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

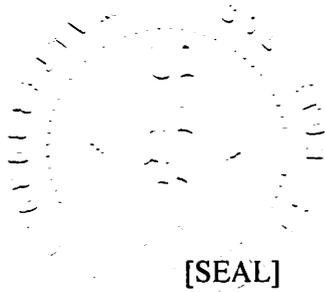
**HAMPTON COUNTY, SOUTH CAROLINA**

By: \_\_\_\_\_  
Chairman of County Council  
Hampton County, South Carolina

[SEAL]

Attest:

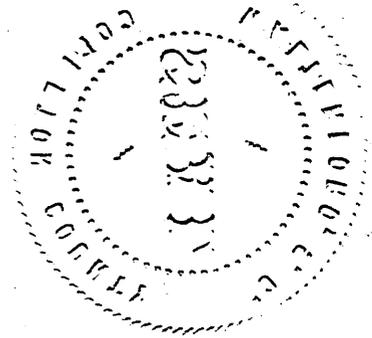
By: \_\_\_\_\_  
Clerk to County Council  
Hampton County, South Carolina



**COLLETON COUNTY, SOUTH CAROLINA**

By: Scott Brown  
Chairman of County Council  
Colleton County, South Carolina

Attest:  
By: [Signature]  
Clerk to County Council  
Colleton County, South Carolina



2025-006

**AN ORDINANCE TO AMEND AND EXTEND THE TERM OF THE AGREEMENT FOR DEVELOPMENT FOR JOINT COUNTY INDUSTRIAL PARK (THE "PARK") BETWEEN COLLETON COUNTY AND HAMPTON COUNTY, SOUTH CAROLINA; TO FURTHER AMEND THE AGREEMENT FOR DEVELOPMENT FOR JOINT COUNTY INDUSTRIAL PARK SO AS TO INCLUDE ADDITIONAL PROPERTY IN COLLETON COUNTY AS PART OF THE PARK; AND OTHER MATTERS RELATED THERETO.**

**WHEREAS, Colleton County, South Carolina ("Colleton County") and Hampton County, South Carolina ("Hampton County") (collectively, the "Counties") and together with any additional counties that become parties to the Agreement described below, the "Member Counties"), as 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 (the "Act"), propose to amend and extend the term of the Agreement for Development for Joint County Industrial Park, dated \_\_\_\_\_ (the "Original Agreement") between the Counties with respect to a Joint County Industrial and Business Park (the "Park) between the Counties; 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, Colleton County previously authorized the establishment of the Park pursuant to Ordinance No. 07-O-29 enacted by the County Council of Colleton County on November 4, 2007, and Hampton County previously authorized the establishment of the Park pursuant to Ordinance No. \_\_\_\_\_ enacted by the County Council of Hampton County on \_\_\_\_\_, 2007; and**

**WHEREAS, the Original Agreement specified a term of thirty (30) years for the Agreement; and**

**WHEREAS, since the creation of the Park, the Counties have provided specific economic development incentives to various industries in return for the agreement of such industries to provide economic development and job creation in the Counties by expanding the boundaries of the Park to include the sites of such industries; descriptions of such properties are set forth in Exhibits B-1 and B-2 hereto; and**

**WHEREAS, because the South Carolina General Assembly has extended the statutory term of a fee-in-lieu of tax incentive for companies meeting certain statutory requirements for a period of time up to fifty (50) years, the Counties desire to extend the term of the Original Agreement to fifty (50) years from the date of the extension, with a provision that would automatically extend the term further in the event that a property to be placed in the Park would be qualified to receive fee-in-lieu of tax incentives beyond the then-current remaining term of the Original Agreement as**

so extended, and the Counties desire to amend the Original Agreement to evidence such extension of the term; and

WHEREAS, the Counties have further determined that certain modifications of the Original Agreement are desirable in order to streamline the administration and operation of the Park by the Counties, and the Counties desire to amend the Original Agreement to evidence such modifications; and

WHEREAS, in order to promote the economic development of Colleton County and Hampton County, the Counties have agreed to include in the Park properties located in Colleton County as more particularly described in Exhibit C hereto; and

WHEREAS, the Counties have agreed to the specific terms and conditions of the arrangement to be set forth in the Amended Multi-County Park Agreement (the "Amended MCP Agreement"), the form of which is attached hereto as Exhibit A;

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

**Section 1. Extension of Term of Multi-County Park; Approval of Amended MCP Agreement; Location of Park; Change of Park Boundaries.**

(a) The term of the Original Agreement, set forth in Section 12 of the Original Agreement, is hereby authorized to be extended to a term of fifty (50) years from the date of execution of the Amended MCP Agreement, with a further provision that would automatically extend the term further in the event that a property to be placed in the Park during the term of the Park as so amended would be qualified to receive fee-in-lieu of tax incentives beyond the then-current remaining term of the Amended MCP Agreement, is hereby authorized.

(b) The Amended MCP Agreement is to be in substantially the form now before this meeting as Exhibit A and hereby approved, or with such changes therein as shall not materially adversely affect the rights of Hampton County thereunder and as shall be approved by the officials of Hampton 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 Amended MCP Agreement now before this meeting. The Chairman of County Council, for and on behalf of Hampton County, is hereby authorized, empowered, and directed to do any and all things necessary or proper to effect the execution and delivery of the Amended MCP Agreement and the performance of all obligations of Hampton County under and pursuant to the Amended 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 property located in Colleton County more particularly described in Exhibit B and Exhibit C to the Amended MCP Agreement. It is recognized that the Park will from time to time consist of non-contiguous properties within each or any 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 physically located, and (b) a resolution (or comparable action) of the governing bodies of the other applicable Members.

**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 Amended 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 physically located. That portion of the fee from the Park property located in a Member County and allocated pursuant to the Amended MCP Agreement to the other Member County shall be paid to the respective county treasurer (or other designated official) of the other Member County in accordance with the terms of the Amended MCP Agreement. Payments of fees in lieu of *ad valorem* taxes will be due on the due date for *ad valorem* property taxes for a particular year. Penalties for late payment will be at the same rate as for late tax payments. Any late payment beyond the due date will accrue interest at the rate of statutory judgment interest in South Carolina. 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 Amended MCP Agreement.

**Section 4. Distribution of Revenues to Taxing Entities.** Revenues from the Park shall be distributed to and within the Member Counties as set forth in the Amended MCP Agreement.

**Section 5. Allocation of Revenues Within Colleton County.** After making provision for the appropriations provided in paragraph (a) above, all net park revenues generated by the Park shall be distributed to the applicable overlapping taxing entities in accordance with the provisions of Section 6(A) or (B) of the Amended MCP Agreement, as applicable.

**Section 6. 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 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 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 of Hampton County Council, the terms of which are in conflict herewith, is, only to the extent of such conflict, hereby repealed.

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

HAMPTON COUNTY, SOUTH CAROLINA



By: Roy Hollingsworth  
Roy Hollingsworth, Chairman of County Council  
Hampton County, South Carolina

ATTEST:

Altresia Orr

Altresia Orr, Clerk to County Council  
Hampton County, South Carolina



First reading: 4/21/2025  
Second reading: 5/5/2025  
Public hearing: 06/02/2025  
Third reading: 06/02/2025

**EXHIBIT B-1**

**PROPERTY DESCRIPTION  
COLLETON COUNTY PROPERTY CURRENTLY IN PARK**

**PROPERTY DESCRIPTION FOR EACH PROPERTY CURRENTLY INCLUDED IN THE  
PARK.**

**Parcels Currently in Park    Further Property Description**

**EXHIBIT B-2**

**PROPERTY DESCRIPTION  
HAMPTON COUNTY PROPERTY CURRENTLY IN PARK**

**PROPERTY DESCRIPTION FOR EACH PROPERTY CURRENTLY INCLUDED IN THE  
PARK**

Parcels Currently in Park   Further Property Description

**EXHIBIT C**

**PROPERTY DESCRIPTION  
COLLETON COUNTY ADDITIONAL PROPERTY**

**PROPERTY DESCRIPTION FOR EACH PROPERTY TO BE INCLUDED IN THE PARK  
AND INITIAL TAX YEAR (FOR TAXES WHICH WILL BE LEVIED ON PROPERTY  
OWNED ON DECEMBER 31 OF THE PRIOR CALENDAR YEAR).**

Parcels to be Added

Property Description

Initial  
Tax Year

**SCHEDULE 1**

**PROPERTY DESCRIPTION**

# AFFIDAVIT OF PUBLICATION IN

# The Press and Standard

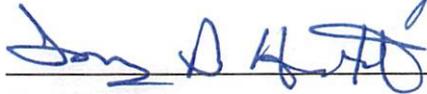
1025 Bells Highway | Walterboro, SC 29488

843-549-2586 | walterborolive.com

PERSONALLY appeared before me, Amanda R. Mosley, who being duly sworn, says that she is the General Manager of The Press and Standard, published on Thursday of each week in Walterboro, County of Colleton, State of South Carolina; that the notice, of which a printed copy is hereby attached, was published in The Press and Standard for **One (1)** issues, and publication commencing on 5/15, 2025 and ending on 5/15, 2025.

SWORN to before me

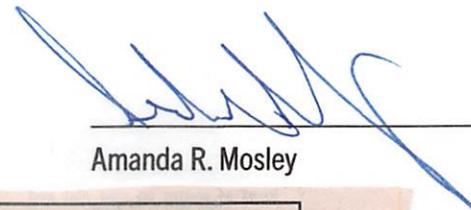
this 15 day of May, 2025



Tammy B. Hiott

Notary Public for South Carolina

Commission Expires November 20, 203



Amanda R. Mosley

## PUBLIC NOTICE

Colleton County Council will conduct a Public Hearing on June 3, 2025 at 6:00 PM in Council Chambers, Old Jail Building, 109 Benson Street, Walterboro, SC. Public comments will be heard on the following:

Ordinance 25-0-03, To Amend and Extend the Term of the Agreement for Development for Joint County Industrial Park (The "Park") Between Colleton County and Hampton County, South Carolina; To Further Amend the Agreement for Development for Joint County Industrial Park so as to Include Additional Property in Colleton County as part of the Park; and Other Matters Related Thereto.

Ordinance 25-0-04, An Ordinance Approving an Application for Preliminary Certification for Historic Rehabilitation; and other Matters Related Thereto.

The proposed Ordinances are available at the County Council Office, 109 Benson Street, Walterboro, SC 29488.