

**ORDINANCE NO. 24-16**

**AN ORDINANCE TO AUTHORIZE AND APPROVE AN AGREEMENT FOR THE DEVELOPMENT OF A MULTI-COUNTY PARK AGREEMENT BY AND BETWEEN FLORENCE COUNTY AND DARLINGTON COUNTY, SUCH MULTI-COUNTY PARK TO BE GEOGRAPHICALLY LOCATED IN FLORENCE COUNTY AND DARLINGTON COUNTY AND ESTABLISHED PURSUANT TO SECTION 4-1-170 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED; AUTHORIZING THE INCLUSION OF CERTAIN PROPERTY LOCATED IN FLORENCE COUNTY IN THE MULTI-COUNTY PARK; AND OTHER MATERS RELATED THERETO.**

**WHEREAS**, Darlington County, South Carolina ("Darlington County") and Florence County, South Carolina ("Florence County," and together with Darlington County, the "Counties") are authorized under Article VIII, Section 13 of the South Carolina Constitution to jointly develop an industrial and 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 and promoting economic development in, and enhancing the tax base of the Counties, Florence County proposes to enter into an agreement with Darlington County to develop jointly an industrial and business park within Florence County and Darlington County, 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 (collectively, the "Act");

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY COUNCIL OF DARLINGTON COUNTY, SOUTH CAROLINA:**

**SECTION I:** Darlington County is hereby authorized to jointly develop an industrial and business park (the "Park") with Florence County, with the consent of any applicable municipality (as required by the Act").

**SECTION II:** Darlington County will enter into a written agreement to develop the Park jointly with Florence County in substantially the form attached hereto as Exhibit A, which is incorporated herein by reference (the "Park Agreement"). By enactment of this Ordinance, the Darlington County Council hereby approves the Park Agreement and all of its terms, provisions and conditions. The Darlington County Administrator is hereby authorized to execute the Park Agreement on behalf of Darlington County, with such changes as he shall deem, upon advice of counsel, necessary or desirable and which do not materially alter the agreements set forth therein.

**SECTION III:** The businesses or industries located in the Park must pay a fee in lieu of ad valorem taxes as provided for in the Park Agreement. With respect to properties located in the Florence County portion of the Park, the fee paid in lieu of ad valorem taxes shall be paid to the Treasurer of Florence County. The portion of such fee allocated pursuant to the Park Agreement to Darlington County shall be thereafter paid by the Treasurer of Florence County to the Treasurer of Darlington County within ten (10) business days after the end of the calendar quarter of receipt for distribution in accordance with the Park Agreement and the ordinances of

Darlington County. With respect to properties located in the Darlington County portion of the Park, the fee paid in lieu of ad valorem taxes shall be paid to the Treasurer of Darlington County. The portion of such fee allocated pursuant to the Park Agreement to Florence County shall thereafter be paid by the Treasurer of Darlington County to the Treasurer of Florence County within ten (10) business days after the end of the calendar quarter of receipt for distribution in accordance with the Park Agreement and the ordinances of Florence County.

SECTION IV: The ordinances and regulations of Florence County concerning zoning, health and safety, and building code requirements apply to the Park properties in Florence County unless the properties are within the boundaries of a municipality, in which case the municipality's ordinances and regulations apply. The ordinances and regulations of Darlington County concerning zoning, health and safety, and building code requirements apply to the Park properties in Darlington County unless the properties are within the boundaries of a municipality, in which case the municipality's ordinances and regulations apply.

SECTION V: Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park properties in Florence County is vested with the Florence County Sheriff's Department. Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park properties in Darlington County is vested with the Darlington County Sheriff's Department. If any of the Park properties located in either Florence County or Darlington County are within the boundaries of a municipality, then jurisdiction to make arrests and exercise law enforcement jurisdiction is vested with the law enforcement officials of the municipality.

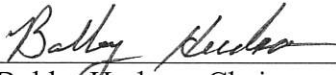
SECTION VI: The Darlington County Administrator, Chairman of County Council, and Clerk to County Council are hereby authorized and directed to execute and deliver the Park Agreement, as amended, to Florence County and to take any and all such actions as may be necessary to cause Darlington County to comply with its obligations thereunder.

SECTION VII: This Ordinance shall supersede and amend in its entirety any other ordinances or resolutions of Darlington County Council pertaining to the Park or any other multi-county industrial parks.

SECTION VIII: 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 IX: This Ordinance shall be effective after third and final reading thereof.

[SIGNATURES ON FOLLOWING PAGE]

  
Bobby Hudson, Chairman  
Darlington County Council



(SEAL)

ATTEST:

  
J. Janet Bishop, Clerk to Council  
Darlington County, South Carolina

First Reading: September 9, 2024  
Second Reading: October 7, 2024  
Public Hearing: October 7, 2024  
Third Reading: November 4, 2024

APPROVED AS TO FORM AND CONTENT

  
James H. Lucas  
Darlington County Attorney 

**EXHIBIT A**

**Park Agreement**

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF FLORENCE )  
COUNTY OF DARLINGTON )

MULTI-COUNTY PARK AGREEMENT  
FLORENCE CITY-COUNTY  
INDUSTRIAL PARK  
(QUIKTRIP CORPORATION  
- F/K/A PROJECT \_\_\_\_\_)

This Master Agreement for the Establishment of the Florence City-County Industrial Park (the "Agreement") is entered into by and among Florence County, South Carolina ("Florence") and Darlington County, South Carolina ("Darlington") (collectively the "Counties" and each a "County").

**WHEREAS**, certain properties within Florence County, South Carolina as described in Exhibit A attached hereto are being marketed for commercial and industrial growth (the "Properties"); and

**WHEREAS**, the Counties, by their duly-adopted approving ordinances ("Approving Ordinances"), have determined that to promote economic development of, provide additional employment opportunities in, and increase the tax base of the Properties, the Counties should incorporate the Properties into a multi-county industrial park (the "Park"), and

**WHEREAS**, as a consequence of establishing the Park, all property located in the Park is exempt from *ad valorem* taxation during the term of this Agreement, and, instead, each owner or lessee of property located in either Park shall annually pay a fee-in-lieu of *ad valorem* property taxes as provided in this Agreement and by the laws of this State.

**NOW, THEREFORE**, based on the collective agreements, representations, and benefits obtained by the Counties, as expressed in this Agreement and in the Approving Ordinances, and for other good and valuable consideration, the receipt and sufficiency of which the Counties acknowledge, the Counties agree:

**Section 1. Binding Agreement.** This Agreement is the written instrument setting forth the entire agreement between the Counties with respect to the Agreement's subject matter and is binding on the Counties, their successors and assigns.

**Section 2. Authorization.** Article VIII, Section 13(d) of the Constitution of South Carolina provides that counties may develop multi-county industrial and business parks in the geographical boundaries of one or more member counties (each an "MCIP"), provided that certain conditions specified in the Constitution 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 an MCIP is considered for purposes of bonded indebtedness of political subdivisions and school districts and for computing the index of taxpaying ability for school districts. Section 4-1-170, Code of Laws of South Carolina, 1976, as amended ("Section 4-1-170"), satisfies the conditions imposed by Article VIII, Section 13(d) of the Constitution and, along with other applicable statutory provisions, provides the statutory vehicle through which member counties may create an MCIP.

**Section 3. Location of the Park.**

(A) Either County seeking to add or remove property within its boundaries to or from the Park (such County, the "Host County") shall approve the inclusion or removal of such property by ordinance or resolution. The Park may at any time and from time to time consist of non-contiguous properties. If the property proposed for addition to the Park is in a municipality's corporate limits, then prior to adding the property to the Park, the Counties shall obtain the municipality's consent, by ordinance or resolution, to the addition of the property to the appropriate Park. The Host County shall exercise its best efforts to obtain the consent of any applicable municipality.

(B) If the Host County acts by ordinance or resolution to enlarge or diminish the Park's boundaries with respect to property in the Host County, this Agreement is automatically, without any further action of the other County, amended, provided that the Host County shall cause a revised Exhibit A to be attached to this Agreement describing the property in the Park being added or removed, together with information identifying or referencing the specific approving ordinance or resolution, and a copy of such revised Exhibit A shall be provided promptly to the other County.

(C) The Counties are not entitled to remove property from the Park's boundaries absent either the owner's or lessee's consent.

**Section 4. Fee-in-lieu of Ad Valorem Property Taxes.** Property located in the Park is exempt from *ad valorem* property taxes during the term of this Agreement. The owner or lessee of any property located in the Park shall pay, in accordance with and during the term of this Agreement, either: (a) an amount equal to the *ad valorem* property taxes that would have been due and payable but for the location of the property in the Park, or (b) any other fee-in-lieu of *ad valorem* property taxes, including any negotiated fee-in-lieu of *ad valorem* property taxes (collectively, "Fees"). Fees shall take into account all applicable abatements, allowances, credits, deductions and exemptions authorized or required by state law.

**Section 5. Sharing of Park's Expenses.** As between the Counties, the Host County is responsible for bearing one hundred percent of the expenses for the cost of providing public services for the portion of the Park that are located in the Host County.

**Section 6. Allocation of Park Revenues.**

(A) The Counties hereby agree to an allocation of revenue generated by Properties within the Park as follows:

- a. When Florence serves as the Host County:
  - Florence County 99%
  - Darlington County 1%
- b. When Darlington serves as the Host County:
  - Darlington County 99%
  - Florence County 1%

(B) Any payment of Park Revenues from one County to any other County shall be made no later than 45 business days following the receipt of payment from the taxpayer, shall be

accompanied by a statement showing the manner in which total payment and the County's share were calculated and shall reflect the projects located in the Host County's portion of the Park at the time of payment. If any Park Revenues are received by a County through a taxpayer's "payment under protest" or otherwise as part of a dispute, then the payor County is not obligated to pay to any other County more than the other County's share of the undisputed portion of the Park Revenues until thirty days after the final resolution of the protest or dispute.

**Section 7. Revenue Allocation Within Each County.**

(A) Revenues generated by the Park through the payment of Fees ("Park Revenues") shall be distributed to the Counties according to the proportions established by Section 6. Park Revenues shall be allocated within each County in the manner provided by ordinance of the County Council of that County, as the same shall be amended from time to time, provided that (i) all taxing districts which overlap the applicable revenue-generating portion of the Park shall receive at least some portion of the Park Revenues generated from such portion, and (ii) with respect to amounts received in any fiscal year by a taxing entity, the governing body of such taxing entity shall allocate the revenues received to operations and/or debt service of such entity.

**Section 8. Fee-in-Lieu of Ad Valorem Property Taxes Pursuant to Code of Laws of South Carolina.** The Counties are entitled to enter into any one or more negotiated fee-in-lieu-of-tax agreements and/or special source revenue credit or bond arrangements (the "FILOT Transactions") pursuant to Titles 4 or 12, South Carolina Code, 1976, as amended, or any successor or comparable statutes, with respect to property located in the Park with the terms of these fee-in-lieu arrangements being at the Host County's sole discretion. The revenues subject to allocation under Section 6 hereof shall be the net payments payable pursuant to the FILOT Transactions (i.e., payments net of any fee in lieu of tax and/or special source revenue credits).

**Section 9. Assessed Valuation.** For the purpose of calculating the bonded indebtedness limitation of the taxing entities within each of the Counties, and for the purpose of computing the index of taxpaying ability of the school districts of each County pursuant to S.C. Code Section 59-20-20(3), allocation of the assessed value of property in the Park to each County is identical to the percentage established for the allocation of revenue to each County pursuant to Sections 6 and 7, as appropriate.

**Section 10. Records.** Each County may request from the other County a copy of that County's records of the annual fee-in-lieu of tax levies, invoices, and collections for property located in that County, as these records become available in the normal course of County procedures. A County is not entitled to request these records from the other County more than once per calendar year.

**Section 11. Severability.** If, and only to the extent, any portion of this Agreement is unenforceable for any reason, the enforceability and binding effect of the remaining portions are not affected.

**Section 12. Term; Termination.** The initial term of this Agreement is 40 years from the date of this Agreement's full execution. Thereafter, the Agreement shall renew for successive five-year terms unless a County provides notice of termination at least six months prior to the expiration of the then-current term. Any fee-in-lieu of *ad valorem* property tax

imposed or levied prior to the Park's termination, but collected after the Park's termination, shall be allocated and distributed in the same manner as other Park Revenues in accordance with this Agreement.

**Section 13. Effective Date.** This Agreement is effective as of the date on which the last County executes the same.

WITNESS our hands and seals this 4 day of November, 2024.

FLORENCE COUNTY, SOUTH CAROLINA

\_\_\_\_\_(Seal)  
C. William Schofield, Chair of County Council

ATTEST:

\_\_\_\_\_  
Hope M. Jones, Clerk to County Council

\_\_\_\_\_  
Approved as to Form and Content  
D. Malloy McEachin, Jr., County Attorney

DARLINGTON COUNTY,  
SOUTH CAROLINA

Bobby Hudson (Seal)  
Bobby Hudson, Chair of County Council

ATTEST:

J. Janet Bishop  
J. Janet Bishop, Clerk to County Council

imposed or levied prior to the Park's termination, but collected after the Park's termination, shall be allocated and distributed in the same manner as other Park Revenues in accordance with this Agreement.

**Section 13. Effective Date.** This Agreement is effective as of the date on which the last County executes the same.

WITNESS our hands and seals this 15<sup>th</sup> day of August, 2024.

FLORENCE COUNTY, SOUTH CAROLINA

C. William Schofield (Seal)  
C. William Schofield, Chair of County Council

ATTEST:

Hope M. Jones  
Hope M. Jones, Clerk to County Council

D. Malloy McEachin, Jr.  
Approved as to Form and Content  
D. Malloy McEachin, Jr., County Attorney

DARLINGTON COUNTY,  
SOUTH CAROLINA

Bobby Hudson (Seal)  
Bobby Hudson, Chair of County Council

ATTEST:

J. JaNet Bishop  
J. JaNet Bishop, Clerk to County Council

**EXHIBIT A**  
**PROPERTY**

## EXHIBIT A

### LEGAL DESCRIPTION OF PROPERTY CONVEYED

#### TRACT I:

PARCEL #1: All that certain tract of land, containing .213 acres, and being known and designated as Tract No. 1 as shown on a map prepared for Gandy & Williamson by Ervin Engineering Company, dated August 30, 1965, and recorded in Plat Book V at page 73. Said tract is irregular in shape and is shown on said plat to be generally bounded, now or formerly, and measuring as follows: On the South by US Hwy 76, whereon it measures 63.25 feet; On the Southwest by the relocation of the road to Oakdale, whereon it measures 53.09 feet; On the Northwest by the relocation of the road to Oakdale whereon it measures 108.9 feet; On the Northeast by Tract No. 2, whereon it measures 154.53 feet; and On the Southeast by the controlled access line from Interstate 95, whereon it measures 30.7 feet. Reference is hereby made to the above mentioned plat for a more complete description of said tract.

PARCEL #2: All that certain tract of land, containing .314 acre, and being known and designated as Tract No. 3 on a map prepared for Gandy & Williamson by Ervin Engineering Company, dated August 30, 1965, and recorded in Plat Book V at page 73. Said tract is generally bounded, now or formerly, and measuring as follows: On the Northwest by the relocation of the road to Oakdale, whereon it measures 180.75 feet; On the Northeast by property of Fred D. Young, whereon it measures 104.76 feet; and On the South by Tract No. 2, whereon it measures 167.3 feet. Reference being had to the above mentioned plat for a more complete description.

PARCEL #3: All that certain tract of land, being slightly irregular in shape containing .721 acre, and being known and designated as Tract No. 2 on a map prepared for Gandy & Williamson by Ervin Engineering Company, dated August 30, 1965, and recorded in Plat Book V at page 73. Said tract is bounded, now or formerly, and measuring as follows: On the Southeast by the controlled access line leading from Interstate 95, whereon it measures 189.75 feet; On the Southwest by Tract No. 1, whereon it measures 154.53 feet; On the Northwest by the relocation of the road to Oakdale, whereon it measures 45 feet; On the North by Tract No. 3, whereon it measures 167.3 feet; and On the Northeast by property of Fred D. Young, whereon it measures 147.95 feet. Reference is hereby made to the above mentioned plat for a more complete description of said tract.

#### TRACT #2

All that certain tract of land situated in the County of Florence State or South Carolina, consisting of 6.0 acres, as shown on a map made by Ervin Engineering Company dated March 10, 1969, recorded in Plat Book 2 at Page 49, in the office of the Clerk of Court for Florence County, and being described more fully as follows: Beginning at a point on the northern margin of the access road to U.S. Highway No. 76 and Interstate I-95, which point is marked by an iron pin and which divides the within property from that owned by Chevron Oil Company, Inc., and running thence North 45 degrees 20 minutes West a distance of 354.45 feet to a point marked by an iron pin; thence running North 9 degrees 09 minutes East 291.8 feet to a point marked by a concrete monument; thence running North 42 degrees 49 minutes East 329.37 feet to a point in ditch marked by an iron pin; thence running South 45 degrees 20 minutes East 386.38 feet to a point marked by an iron pin; thence along a curve 169.10 feet, the chord of which is South 18 degrees 50 minutes West 169.05 feet, to a point marked by a concrete monument; thence South 14 degrees 21 minutes West 140.3 feet to a point marked by concrete monument; thence South 36 degrees 03 minutes West 228.22 feet to point marked by a concrete monument; thence South 68 degrees 45 minutes West 74.05 feet to the point of beginning. Said property is bounded on the North by property now or formerly of J.E. Lunn and property of James N. Young; on the

Southeast and East by the right-of-way of the access road to U.S. Highway No. 76 and Interstate I-95; on the Southwest by property of Chevron Oil Company, Inc.; and on the West by State Road No. 545.

The above plat is recorded in Plat Book 2, Page 49.

LESS AND EXCEPTION THE FOLLOWING:

All that certain piece, parcel or lot of land lying being and situate in the State of South Carolina, County of Florence, described as Tract # 2, containing 0.177 acres, bounded and measuring as follows: On the Northwest by property now or formerly of Young Brothers, LLP, for a distance of 101.82 feet; On the Northeast by Tract # 1, for a distance of 70.71 feet; On the Southeast by property now or formerly of Swamp Fox Camping and a Paved Private Drive for a distance of 88.74 feet; On the Southwest by property now or formerly Young Brothers Sheraton, for a distance of 92.77 feet, all measurements being a little more or less. References being made to a more recent survey prepared for Cindy Williams by Michael W. Todd, II, PLS, dated April 5, 2014, and recorded in Plat Book 103 at Page 324. Said plat being incorporated herein by reference thereto for a more completed description thereof.

This being the same property conveyed to the Loving Arms, Inc. by deed recorded simultaneously herewith in the Office of the Clerk of Court for Florence County.

## EXHIBIT A

### LEGAL DESCRIPTION OF PROPERTY CONVEYED

#### PARCEL 00076-04-001 DESCRIPTION:

ALL THAT CERTAIN PIECE, PARCEL, OR TRACT OF LAND LYING AND BEING IN FLORENCE COUNTY, SOUTH CAROLINA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIPE ON THE NORTHERLY MARGIN OF THE RIGHT-OF-WAY OF WEST PALMETTO STREET (VARIABLE WIDTH PUBLIC RIGHT-OF-WAY) HAVING SC GRID COORDINATES OF N 846,526.88, E 2,339,964.89; THENCE ALONG SAID RIGHT-OF-WAY (FOR THE FOLLOWING TWO CALLS) (1) S66°41'29"W A DISTANCE OF 282.45 FEET TO A MONUMENT, (2) THENCE N51°10'30"W A DISTANCE OF 52.25 FEET TO AN IRON PIN, THENCE ALONG THE EASTERLY MARGIN OF THE RIGHT-OF-WAY OF MEADORS ROAD (S-545) (66 FOOT PUBLIC RIGHT-OF-WAY) N06°47'56"E A DISTANCE OF 319.85 FEET TO AN IRON PIPE, THENCE ALONG THE COMMON LINE OF S. N. COMPANY, LLC S47°42'07"E A DISTANCE OF 354.52 FEET TO THE POINT OF BEGINNING AND CONTAINING 52,681 S.F. OR 1.209 ACRES MORE OR LESS.

#### PARCEL 00076-04-003 DESCRIPTION.

ALL THAT CERTAIN PIECE, PARCEL, OR TRACT OF LAND LYING AND BEING IN FLORENCE COUNTY, SOUTH CAROLINA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIPE ON THE NORTHERLY MARGIN OF THE RIGHT-OF-WAY OF WEST PALMETTO STREET (VARIABLE WIDTH PUBLIC RIGHT-OF-WAY) HAVING SC GRID COORDINATES OF N 846,526.88, E 2,339,964.89; THENCE ALONG THE COMMON LINE OF S. N. COMPANY, LLC N47°42'07"W A DISTANCE OF 354.52 FEET TO AN IRON PIPE, THENCE ALONG THE EASTERLY MARGIN OF THE RIGHT-OF-WAY OF MEADORS ROAD (S-545) (66 FOOT PUBLIC RIGHT-OF-WAY) N06°47'56"E A DISTANCE OF 292.19 FEET TO A MONUMENT, THENCE ALONG THE COMMON LINE OF LOVING ARMS, INC. (FOR THE FOLLOWING THREE CALLS) (1) N40°20'32"E A DISTANCE OF 227.40 FEET TO AN IRON PIN, (2) THENCE S57°52'23"E A DISTANCE OF 92.73 FEET TO AN IRON PIN, (3) THENCE N26°24'32"E A DISTANCE OF 88.71 FEET TO AN IRON PIN, THENCE ALONG THE COMMON LINE OF SPECIALTY SERVICES, LLC S47°39'30"E A DISTANCE OF 315.62 FEET TO AN IRON PIN, THENCE ALONG THE WESTERLY MARGIN OF THE RIGHT-OF-WAY OF INTERSTATE 95 (VARIABLE WIDTH PUBLIC RIGHT-OF-WAY) (FOR THE FOLLOWING THREE CALLS) (1) ALONG A COUNTERCLOCKWISE CURVE FOR 170.15 FEET HAVING A RADIUS OF 1,176.83 FEET A CHORD BEARING ON S16°06'11"W AND A CHORD DISTANCE OF 170.00 FEET TO A MONUMENT, (2) THENCE S11°57'39"W A DISTANCE OF 139.71 FEET TO A MONUMENT, (3) THENCE S33°40'32"W A DISTANCE OF 228.41 FEET TO AN IRON PIN, THENCE ALONG THE NORTHERLY MARGIN OF THE RIGHT-OF-WAY OF WEST PALMETTO STREET S66°33'56"W A DISTANCE OF 74.21 FEET TO THE POINT OF BEGINNING AND CONTAINING 252,992 S.F. OR 5.808 ACRES MORE OR LESS.