

ORDINANCE NO. 16-17-720

An Ordinance to Develop a Jointly Owned and Operated Industrial/Business Park in Conjunction with Aiken County, Such Industrial/Business Park to be Geographically Located in Aiken County and Established Pursuant to Section 4-1-170 of the Code of Laws of South Carolina, 1976, as Amended, to Provide for a Written Agreement with Edgefield County to Provide for the Expenses of the Park, the Percentage of Revenue Application, and the Distribution of Fees in Lieu of Ad Valorem Taxation; and Other Matters Related Thereto (Project Apollo/BAE Systems Land & Armaments L.P.)

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WHEREAS:

1. Aiken County, South Carolina (“Aiken County”) and Edgefield County, South Carolina (“Edgefield County”), 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 develop a joint county industrial and business park (referred to herein as “Park”); and
2. In order to promote economic development and thus encourage investment and provide additional employment opportunities within both of said counties, Aiken County and Edgefield County have agreed to develop a Park in Aiken County and Edgefield County to be located, at the time of its initial development, upon property that is located in Aiken County and which now or will be owned and/or operated by BAE Systems Land & Armaments L.P., a corporation organized and existing under the laws of the State of Delaware, a company previously identified as Project Apollo, a plat or description of which is hereby attached hereto as Attachment A, and which is hereby incorporated herein by reference as fully set forth verbatim herein; and
3. Aiken County and Edgefield County have agreed to the specific terms and conditions of such arrangement as set forth in the Agreement for Development of a Joint County Industrial and Business Park (Project Apollo/BAE Systems Land & Armaments, L.P.) proposed to be entered into by and between Aiken County and Edgefield County as of such date as may be agreed to by Aiken County and Edgefield County (the “Park Agreement”); and
4. It appears that the Park Agreement now before this meeting, and attached hereto as Attachment B, is in appropriate form and is an appropriate instrument to be executed and delivered by Edgefield County for the purposes intended.

NOW THEREFORE BE IT ENACTED BY THE EDGEFIELD COUNTY COUNCIL THAT:

1. **Approval of the Park Agreement.** The form, provisions, terms and conditions of the Park Agreement (Attachment B) now before this meeting and filed with the Clerk to Edgefield County Council be and they are hereby approved, and all of the provisions, terms and conditions thereof are hereby incorporated herein by reference as if the Park Agreement were set out in this Ordinance in its entirety. The Chairman of Edgefield County Council is hereby authorized, directed, and empowered to execute the Park Agreement in the name and on behalf of Edgefield County; the Clerk to Edgefield County Council is hereby authorized, directed, and empowered to attest the same; and the Chairman of Edgefield County Council is further authorized, directed, and empowered to deliver the Park Agreement to Aiken County.

The Park Agreement is to be in substantially the form now before this meeting and hereby approved, or with such changes therein as shall not materially adversely affect the rights of Edgefield County thereunder and as shall be approved by the officials of Edgefield 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 Park Agreement now before this meeting.

The Chairman of Edgefield County Council, the County Administrator of Edgefield County, and the Clerk to the Edgefield County Council, for and on behalf of Edgefield County, are hereby each authorized and empowered to do any and all things necessary or proper to effect the development of the Park and the performance of all obligations of Edgefield County under and pursuant to the Park Agreement and to carry out the transactions contemplated thereby and by this Ordinance.

2. **Payment of Fee in Lieu of Tax.** The businesses and 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 Aiken County portion of the Park, the fee paid in lieu of *ad valorem* taxes shall be paid to the Treasurer of Aiken County. That portion of such fee allocated pursuant to the Park Agreement to Edgefield County shall be thereafter paid by the Treasurer of Aiken County to the Treasurer of Edgefield County in one payment by June 30 of the Aiken County fiscal year of receipt for distribution in accordance with the Park Agreement. With respect to properties located in the Edgefield County portion of the Park, the fee paid in lieu of *ad valorem* taxes shall be paid to the Treasurer of Edgefield County. That portion of such fee allocated pursuant to the Park Agreement to Aiken County shall thereafter be paid by the Treasurer of Edgefield County to the Treasurer of Aiken County in one payment by June 30 of the Edgefield County fiscal year of receipt for distribution in accordance with the Park Agreement. The provisions of Section 12-2-90 of the Code of Laws of South Carolina 1976, as amended, or any successor statutes or provisions, apply to the collection and enforcement of the fee in lieu of *ad valorem* taxes.
3. **Distribution of Revenues within Edgefield County.**
  - (a) Revenues generated from industries and businesses located in the Edgefield County portion of the Park to be retained by Edgefield County shall be distributed within Edgefield County in accordance with this subsection: first, unless Edgefield County elects to pay or credit the same from only those revenues which Edgefield County would otherwise be entitled to receive as provided under the third item below, to pay annual debt service on any special source revenue bonds issued by Edgefield County pursuant to, or to be utilized as a special source revenue credit in the manner provided in, Section 4-1-175 of the Act; second, at the option of Edgefield County, to reimburse Edgefield County for any expenses incurred by it in the administration, development, operation, maintenance and promotion of the Park or the industries and businesses located therein or for other economic development purposes of Edgefield County; and third, to those taxing entities in which the applicable revenue-generating property is located, in the same manner and proportion that the millage levied for the taxing entities would be distributed if such property were taxable but without regard to exemptions otherwise available pursuant to Section 12-37-220 of the Code of Laws of South Carolina 1976, as amended, for that year. Edgefield County may change the agreed distribution of Park revenues at any time by ordinance.
  - (b) Notwithstanding any other provision of this section, all taxing entities which overlap an applicable revenue-generating property within the Park shall receive at least some portion of the revenues generated from such property, and all revenues receivable by a taxing entity in a fiscal year shall be allocated to operations and maintenance and to debt service as determined by the governing body of the taxing entity. All taxing entities other than those listed in this Ordinance shall receive zero percent (0%) of the revenues generated from such property.
  - (c) Revenues generated from industries and businesses located in the Aiken County portion of the Park and received by Edgefield County shall be retained by Edgefield County.
4. **Applicable Ordinances and Regulations.** Any applicable ordinances and regulations of Aiken County including those concerning zoning, health and safety, and building code requirements shall apply to the Park properties located in Aiken County unless the properties are within the boundaries of a municipality in which case, the municipality's applicable ordinances and regulations shall apply. Any applicable ordinances and regulations of Edgefield County including those concerning zoning, health and safety, and building code requirements shall apply to the Park properties located in Edgefield County unless the properties are within the boundaries of a municipality in which case, the municipality's applicable ordinances and regulations shall apply.

5. **Law Enforcement Jurisdiction.** Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park properties located in Aiken County is vested with the Sheriff's Office of Aiken County. Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park properties located in Edgefield County is vested with the Sheriff's Office of Edgefield County, for matters within its jurisdiction. If any of the Park properties located in either Aiken County or Edgefield County are within the boundaries of a municipality, then jurisdiction to make arrests and exercise law enforcement jurisdiction is also vested with the law enforcement officials of the municipality.
  
6. **Conflicting Provisions.** To the extent this ordinance contains provisions that conflict with provisions contained elsewhere in the Edgefield County Code or other Edgefield County ordinances, the provisions contained in this ordinance supersede all other provisions and this ordinance is controlling.
  
7. **Severability.** If any section of this ordinance is, for any reason, determined to be void or invalid by a court of competent jurisdiction, it shall not affect the validity of any other section of this ordinance which is not itself void or invalid.
  
8. **Effectiveness.** This Ordinance shall be effective upon third and final reading.

Enacted and approved, in meeting duly assembled, this \_\_\_\_ day of \_\_\_\_\_, 2017.

ATTEST:

SIGNED:

\_\_\_\_\_  
Jennifer Gilley, Council Clerk

\_\_\_\_\_  
Dean Campbell, Chairman

REVIEWED BY: \_\_\_\_\_  
Andrew Marine, County Attorney

COUNCIL VOTE:

Attachment A  
Legal Description

**PARCEL #1:**

All that certain piece, parcel or lot of land, shown upon a plat of Jones & Murph, Registered Surveyors, dated June 15, 1981, recorded in Misc. Book 322, Page 146, RMC Office for Aiken County, being Lot #1 thereon, containing in the aggregate nine and thirty-nine one-hundredths (9.39) acres, situate, lying and being approximately six miles in a Northerly direction from the City of Aiken, County of Aiken, State of South Carolina, and located approximately 0.4 miles West of U.S. Highway Number 1 and bounded and measuring as follows: **NORTHERLY** by the right-of-way of an entrance road, 60 feet, **NORTH 58 degrees, 34 minutes East**, **WESTERLY** by the right-of-way of said entrance road **North 31 degrees, 5 minutes WEST** for a distance of 350 feet; thence **NORTHERLY** by the right-of-way of the Industrial Park Road **North 58 degrees 34 minutes East** for a distance of 724 feet, thence **EASTERLY** by property of the City of Aiken Municipal Airport **South 0 degrees 44 minutes West** for a distance of 963.7 feet, thence **SOUTHERLY** by property of the City of Aiken Municipal Airport **South 60 degrees, 42 minutes West** for a distance of 276.5 feet, thence **WESTERLY** by Lot #2 Aiken Industrial Park, being the property of the FMC Corporation, **NORTH 31 degrees, 5 minutes West** for a distance of 454.0 feet to the point of Beginning.

This is the same property conveyed to FMC Corporation by deed of the Ball Corporation dated February 14, 1981, and recorded in Deed Book 715, Page 308, Office of the RMC for Aiken County.

**ALSO**

**Parcel #2**

All that certain piece, parcel or lot of land, situate, lying and being approximately six (6) miles in a Northerly direction from the City of

**Aiken, in Aiken County, South Carolina, and shown and designated as a sixty (60) foot entrance road on a plat prepared by Jones & Murph, RLS, dated June 3, 1976 and updated by Jones & Murph, RLS, under date of June 15, 1981. Said property is a sixty (60) foot by three hundred fifty (350) foot entrance road between Lots #1 and 2 of the Aiken Airport Industrial Park, and according to said plats the property is bounded and measures as follows: NORTHERLY by the Industrial Park Road for a distance of sixty (60) feet; EASTERLY by Lot #1 in the Aiken Airport Industrial Park, being conveyed from Ball Corporation to FMC Corporation for a distance of three hundred fifty (350) feet; SOUTHERLY by Lot #1 in the Aiken Airport Industrial Park for a distance of sixty (60) feet; and WESTERLY by Lot #2 in the Aiken Airport Industrial Park, property of FMC Corporation for a distance of three hundred fifty (350) feet.**

This is the same property conveyed to FMC Corporation by the City of Aiken dated July 15, 1981 and recorded in Deed Book 718, Page 136, in the Office of the RMC for Aiken County.

Tax Parcel No.: 00-150.0-01-010

This conveyance is made subject to all easements and covenants of record including, but not limited to, covenants for the City of Aiken Industrial Park dated September 11, 1972 and recorded in Misc. Book 191, Page 29, Office of the RMC for Aiken County.

Grantee's mailing address: 1525 Wilson Boulevard, Suite 700,  
Arlington, VA 22209-2411

All of those two certain pieces, parcels or contiguous lots of land, set forth upon plat of Jones and Murph, Registered Surveyors, dated the 21st day of December, 1973, and recorded in Miscellaneous Book 196 at Page 230, records of Aiken County, being Lots numbered 2 and 3 thereon, containing in the aggregate nineteen and eighty one hundredths (19.81) acres, situate, lying and being approximately eight (8) miles in a Northerly direction from the City of Aiken in Aiken County, State of South Carolina, bounded and measuring as follows: Northerly by Industrial Park Road, N 58°30', one thousand one hundred five (1105.0) feet; Easterly by Lot No. 1 upon main plat of Aiken Airport Industrial Park, S 31°05'E, eight hundred four (804.0) feet; Southerly by City of Aiken Municipal Airport property, S 60°42'W, one thousand ninety-eight and five-tenths (1098.5) feet; and Westerly by Lot No. 4 upon plat of Aiken Airport Industrial Park, N 31°30'W, seven hundred sixty-one and two-tenths (761.2) feet, as is more fully set forth upon the aforesaid plat of Jones and Murph, Registered Surveyors.

Attachment B  
Park Agreement