

**PUBLIC HEARING/SPECIAL MEETING/WORKSHOP OF CITY COUNCIL
SEPTEMBER 26, 2019 – 4:00 PM
MUNICIPAL COURTROOM
GEORGETOWN, SOUTH CAROLINA**



**Notice of this meeting has been made in accordance with the
South Carolina Code of Laws as amended.**

- 1. CALL TO ORDER**
- 2. ANNOUNCEMENT CONCERNING ELECTRONIC DEVICES**
- 3. PUBLIC HEARING**
 - A. The purpose of the Public Hearing will be to receive citizen input concerning an ordinance authorizing the sale of a portion of the City of Georgetown Operations Complex South.**
- 4. SANTEE COOPER PRESENTATION - MR. MARK BONSALE, CEO**
- 5. WINYAH AUDITORIUM PRESENTATION - MS. MICHELLE LUSARDI**
- 6. ADMINISTRATION**
 - A. Motion to approve second reading of an ordinance authorizing the sale of a portion of the City of Georgetown Operations Complex South.**

Attachments:

 - 1 ORD Authorizing sale of public property 09.26.19 (PDF)
 - 2 COG Eagle Site 2019 7-17-19-1 (PDF)
 - B. Motion to authorize the Mayor or his designee to execute the contract for a sale of a portion of the City of Georgetown Operations Complex South, attend the closing, collect the purchase price to deliver to the City Finance Director, and issue a deed or deeds to the buyer for the properties sold.**
 - C. Motion to approve a Resolution consenting to the inclusion of certain land located in the City within a joint county Industrial and Business Park to be established by Georgetown County, South Carolina and Horry County, South Carolina, and authorizing other matters relating thereto.**

Attachments:

 - 1 09-24-19 resolution draft cog Legislative File (PDF)
 - 2 COG Eagle Site 2019 7-17-19-1 (PDF)
 - Georgetown-Horry MCP Agreement - Project Eagle EX A to Res (PDF)
 - 3 Georgetown MCP Ordinance - Project Eagle EX B to Res (PDF)
 - D. Motion to authorize the Mayor and City Administrator to execute an IGA for a Multi-County Industrial & Business Park consistent with the terms of the Resolution.**

Attachments:

7. FOLLOW UP PRESENTATION OF THE NEW CITY HALL FINANCING

8. ADJOURNMENT

A. Motion to adjourn the Special Meeting of City Council.



120 North Fraser Street • Georgetown, SC 29440 • (843) 545-4000

ORDINANCE

DOC ID: 2851

Council Meeting Date:	26 September 2019
Department:	Administration
Issue Under Consideration:	Motion to approve second reading of an ordinance authorizing the sale of a portion of the City of Georgetown Operations Complex South.
Amount Requested:	
Is Item in Current Budget?	
If no, please explain:	
Financial Impact:	
Points to Consider:	
Options:	
Staff Recommendations:	

Reviews:

City Attorney Completed 09/17/2019 3:55 PM

Sandra E. Yudice Ph.D. Completed 09/17/2019 4:02 PM

Stephanie Buccione Completed 09/17/2019 4:30 PM

Georgetown City Council Completed 09/19/2019 5:30 PM

Attachments:

1. A ORD Authorizing sale of public property 09.26.19 (PDF)
2. B COG Eagle Site 2019 7-17-19-1 (PDF)

**MOTION TO APPROVE SECOND READING OF AN ORDINANCE AUTHORIZING THE SALE
OF A PORTION OF THE CITY OF GEORGETOWN OPERATIONS COMPLEX SOUTH.**

AN ORDINANCE AUTHORIZING THE SALE OF PUBLIC PROPERTY

WHEREAS, The City of Georgetown owns certain properties on South Fraser Street in the City of Georgetown known as the City of Georgetown Operations Complex South “City Complex;” and

WHEREAS, In 2018, the City Council of the City of Georgetown authorized the marketing of some portion of these properties for economic development; and

WHEREAS, On July 23, 2019, the City of Georgetown Planning Commission recommended the City Council rezone several parcels of the City Complex to Limited Industrial for economic development; and

WHEREAS, The City received a bona fide offer for the purchase of certain parcels contained in the City Complex, and in consideration of certain economic development incentives from the City to support the development of the proposed light manufacturing project, on September 12, 2019, the City Council for the City of Georgetown authorized the Mayor, Administrator, and attorneys to negotiate a contract for sale of a portions of the City Complex with the bona fide offeror;

WHEREAS, The Mayor and City Council have been presented with a proposed contract for the sale and purchase of approximately 12.1 acres, more or less, more fully described and depicted in Exhibit A to the “Contract for Purchase and Sale of Land” (EX. I, “the contract,” attached and incorporated); and

WHEREAS, On September 26, 2019, the City Council held a Public Hearing regarding the sale of public property pursuant to Sec. 2-46, City of Georgetown Code of Ordinances; and

WHEREAS, The developer intends and agrees to invest \$10 million and create about 70 jobs within five (5) years from the execution of the Contract for Purchase/Sale of Land; and

WHEREAS, The City and the County of Georgetown are working together to designate the parcels as a Multi-County Business Park (MCBP) to rehabilitate the current building and construct speculative buildings to attract light manufacturing industries and businesses; and

WHEREAS, The Mayor and City Council of the City of Georgetown authorize the sale of public lands of the city pursuant to EX. I., for economic development, in the best interests of the City of Georgetown;

NOW, THEREFORE BE IT ORDAINED by the Mayor and City Council of the City

of Georgetown, South Carolina, that a contract for sale of public land be approved to include but not be limited to such terms itemized below, more fully contained in EX. I:

Property description:

ALL those pieces, parcels or tracts of land situate, lying and being in the City of Georgetown, County of Georgetown, State of South Carolina, shown and designated as "12.10 Acres" southwest of the 50' Right of Way and a perpetual non-exclusive easement over and across a "0.90 Acres 50' Right of Way" that appears on a plat entitled "PLAT OF A DIVISION OF THE OLD EAGLE ELECTRIC PLANT SITE ON U.S. HIGHWAY 17 AND 701 (aka SOUTH FRASER STREET)," incorporated into EX. I.

TMS No.: 05-0047-017-00-00 (a portion)

Contract sale price:

\$XXXXXX (ref. Sec. 30-4-40(a)(5), S.C. Code of Laws)

BE IT FURTHER ORDAINED, that EX. I, attached and incorporated for City Council, is exempt from public disclosure pursuant to Sec. 30-4-40(a)(5), S.C. Code of Laws, as document(s) incidental to the sale and purchase of real property, to be public when the deed is executed.

BE IT FURTHER ORDAINED, that such deed referenced in the Contract be delivered pursuant to the terms of the Contract, subject to the following limitation: The City retains any such Rights of Way, by easement, dedication or deed, as may be recorded in the Office of the Register of Deeds for Georgetown County as of the date of this Ordinance, or agreed upon to be recorded in the Contract.

ATTEST:

Stephanie Buccione, City Clerk

Brendon M. Barber, Sr., Mayor

First Reading: 09/19/19

Approved as to Form:

Second Reading: 09/26/19

Elise F. Crosby, City Attorney

REFERENCES:

1. PLAT RECORDED IN PLAT SLIDE BOOK 702 PAGE 8.

2. DEED RECORDED IN RECORD BOOK 1334 PAGE 7.

NOTES:

1. THIS PROPERTY IS LOCATED IN FLOOD ZONE X.

2. OWNER OF RECORD: CITY OF GEORGETOWN
P.O. BOX 939
GEORGETOWN, SC 29442

3. ZONED: PS
*BUILDING SETBACKS: FRONT = 50'
SIDE = 10'
STREET SIDE = 15'
REAR = 10'
LOT WIDTH MIN.= 60'
MINIMUM AREA = 10,000 SQ.FT.

* SETBACKS TO BE VERIFIED BY CITY OF GEORGETOWN (AND IF APPLICABLE, VERIFIED BY APPROPRIATE HOA OR ARB).

4. THIS PROPERTY IS SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD. NO TITLE SEARCH PERFORMED BY THIS OFFICE.

5. THIS SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON(S) OR ENTITY APPEARING ON SAID SURVEY. THIS SURVEY DOES NOT EXTEND TO ANY UNNAMED PERSON(S) OR ENTITY WITHOUT AN EXPRESSED RECERTIFICATION BY L. BRUCE ABBOTT.

6. THIS SURVEY IS NULL AND VOID IF SIGNATURE AND EMBOSSED SEAL ARE ABSENT.

7. ALL BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON SOUTH CAROLINA STATE PLANE COORDINATE SYSTEM 1983. DISTANCES SHOWN HEREON ARE HORIZONTAL (GROUND) DISTANCES, NOT GRID DISTANCES.

CERTIFICATE OF APPROVAL FOR RECORDING

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HERE HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS FOR CITY OF GEORGETOWN, SOUTH CAROLINA, WITH THE EXCEPTION OF SUCH VARIANCE, IF ANY, AS ARE NOTED IN THE MINUTES OF THE PLANNING COMMISSION AND THAT IT HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE CLERK OF COURT.

DATE _____

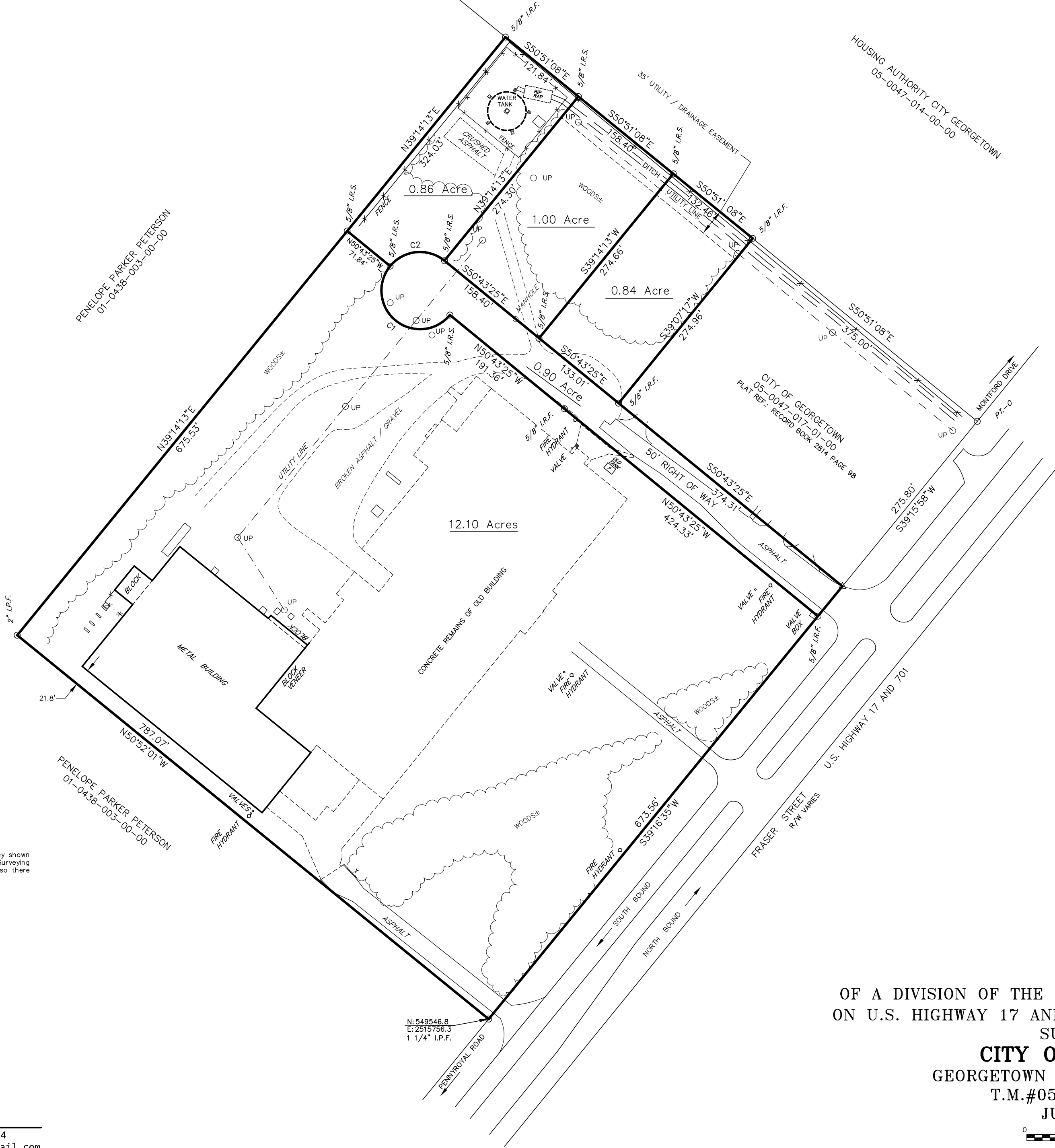
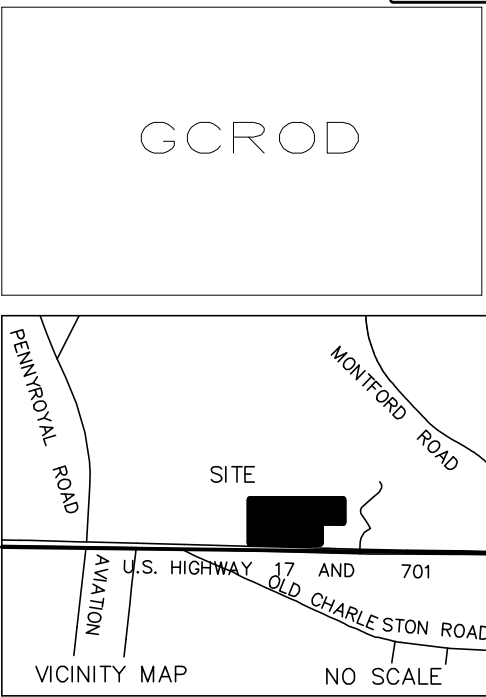
CHAIRMAN, PLANNING COMMISSION

"I hereby state that to the best of my professional knowledge, information, and belief, the survey shown herein was made in accordance with the requirements of the Standards of Practice Manual for Surveying in South Carolina, and meets or exceeds the requirements for a Class B as specified therein; also there are no visible encroachments or projections other than shown."



L. BRUCE ABBOTT SCPLS#29504
843-833-2190 Lbruceabbott@gmail.com

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	50.00'	157.08'	100.00'	N50°43'25" W
C2	50.00'	78.51'	70.69'	N84°15'24" E



PLAT

OF A DIVISION OF THE "OLD EAGLE ELECTRIC PLANT" SITE
ON U.S. HIGHWAY 17 AND 701 (aka SOUTH FRASER STREET)
SURVEYED FOR
CITY OF GEORGETOWN
GEORGETOWN COUNTY, SOUTH CAROLINA
T.M.#05-0047-017-00-00
JULY 14, 2019

0 50 100 150 200
ONE INCH = 100'



120 North Fraser Street • Georgetown, SC 29440 • (843) 545-4000

RESOLUTION

DOC ID: 2854

Council Meeting Date:	26 September 2019
Department:	Administration
Issue Under Consideration:	Motion to approve a Resolution consenting to the inclusion of certain land located in the City within a joint county Industrial and Business Park to be established by Georgetown County, South Carolina and Horry County, South Carolina, and authorizing other matters relating thereto.
Amount Requested:	
Is Item in Current Budget?	
If no, please explain:	
Financial Impact:	
Points to Consider:	
Options:	
Staff Recommendations:	

Reviews:

City Attorney Completed 09/25/2019 8:44 AM

Sandra E. Yudice Ph.D. Completed 09/25/2019 10:27 AM

Georgetown City Council Pending 09/26/2019 4:00 PM

Stephanie Buccione Completed 09/25/2019 2:08 PM

Attachments:

1. a 09-24-19 resolution draft cog Legislative File (PDF)
2. b COG Eagle Site 2019 7-17-19-1 (PDF)
3. c Georgetown-Horry MCP Agreement - Project Eagle EX A to Res (PDF)
4. d Georgetown MCP Ordinance - Project Eagle EX B to Res (PDF)

**MOTION TO APPROVE A RESOLUTION CONSENTING TO THE INCLUSION OF CERTAIN
LAND LOCATED IN THE CITY WITHIN A JOINT COUNTY INDUSTRIAL AND BUSINESS
PARK TO BE ESTABLISHED BY GEORGETOWN COUNTY, SOUTH CAROLINA AND
HORRY COUNTY, SOUTH CAROLINA, AND AUTHORIZING OTHER MATTERS RELATING
THERETO.**

A RESOLUTION

OF THE CITY OF GEORGETOWN, SOUTH CAROLINA CONSENTING TO THE INCLUSION OF CERTAIN LAND LOCATED IN THE CITY WITHIN A JOINT COUNTY INDUSTRIAL AND BUSINESS PARK TO BE ESTABLISHED BY GEORGETOWN COUNTY, SOUTH CAROLINA AND HORRY COUNTY, SOUTH CAROLINA; AND AUTHORIZING OTHER MATTERS RELATING THERETO.

WHEREAS, the City of Georgetown, South Carolina (the “City”), is a body politic and corporate located in Georgetown County, South Carolina (the “County”); and

WHEREAS, through the City’s governing body, the City Council (the “Council”), the City is entitled to exercise all the powers and privileges provided to municipalities in the State of South Carolina; and

WHEREAS, property in the city limits of the City of Georgetown located at the City of Georgetown Operations Complex South (a/k/a the former Eagle Manufacturing property on South Fraser Street) has been, or is anticipated to be, rezoned to “Limited Industrial” to attract industry to acquire, construct, or purchase certain improvements, furnishings, fixtures, machinery, apparatus and/or equipment for the purpose of establishing a business facility upon land and within improvements located in the corporate limits of the City (the “Project”); and

WHEREAS, Georgetown County intends, with Horry County, South Carolina (“Horry County”), as authorized under Article VIII, Section 13(D) of the South Carolina Constitution and South Carolina Code Annotated sections 4-1-170, -172 and -175 (collectively, “Park Act”), to develop a joint-county industrial and business park (the “Park”), which Park will include the land (and real property improvements and personal property now or hereafter located thereon) in the corporate limits of the City on which the Project will be located (the “Land”), such Land being 12.10 acres more fully described on Exhibit A attached hereto; and

WHEREAS, in furtherance thereof, the County intends to enter into that certain Agreement for Development of Joint County Industrial and Business Park (Georgetown County Project Eagle Park) with Horry County for the development of the Park (the “Park Agreement”) and the inclusion of the Land within the Park; and

WHEREAS, the Park Act requires that, if a joint-county industrial and business park encompasses all or a portion of a municipality, the counties which create the park must obtain the consent of such municipality prior to the creation of the joint-county industrial and business park; and

WHEREAS, the County has requested that the City consent to the inclusion of the Land in the Park; and

WHEREAS, the City desires to grant its consent to the inclusion of the Land in the Park in accordance with the provisions of the Park Act, subject to the conditions set forth herein.

NOW, THEREFORE, be it resolved by the Council as follows:

Section 1. Consent to Inclusion of Land in the Park. In accordance with the Park Act, the City hereby consents to the inclusion of the 12.10 acres of Land (and all real property improvements and personal property now or hereafter located thereon) in the Park, subject to the following conditions:

Revenues generated from the Park through the payment of fees in lieu of *ad valorem* taxes to be retained by the County pursuant to the Park Agreement shall be distributed within the County as follows:

(1) First, unless the County elects to pay or credit the same from only those revenues which the County would otherwise be entitled to receive as provided under item (3) below, to pay annual debt service on any special source revenue bonds issued by the County pursuant to, or to be utilized as a special source revenue credit in the manner provided in, Section 4-1-175 of the Park Act;

(2) Second, at the option of the County, to reimburse the 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 the County; and

(3) Third, to the City in the same manner and proportion and in the same ratio that the millage levied would be distributed if the property were taxable but without regard to exemptions otherwise available pursuant to Section 12-37-220, Code of Laws of South Carolina 1976, as amended. This proportionate distribution shall not be amended by ordinance of the County if the effect would be to decrease the percentage of such revenues to be received by the City without the express consent of the City by resolution or ordinance of City Council.

Section 2. Approval, Execution, and Delivery of Intergovernmental Agreement. The form, terms and provisions of the Intergovernmental Agreement presented to Council on the date adoption of this Resolution, and attached hereto as Exhibit B, shall be and hereby are approved. The Mayor or his designee is authorized to execute and deliver the Intergovernmental Agreement in the form approved with such changes as are not materially adverse to the City and are acceptable to the Mayor, the Mayor's execution to be deemed conclusive evidence of such approval.

Section 3. Further Acts. The Mayor and the City Clerk are each authorized to execute any documents and take any further actions as may be reasonably necessary to further the intent of this Resolution.

Section 4. Severability. If any section, phrase, sentence, or portion of this Resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such

portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 5. Repeal of Inconsistent Resolutions. All resolutions of the City, and any part of any resolution, inconsistent with this Resolution are hereby repealed to the extent of such inconsistency.

Section 6. Effective Date. This resolution shall be effective upon its adoption by the Council.

[End of Resolution]

Resolved by the City Council of the City of Georgetown, South Carolina, in meeting duly assembled this __ day of _____, 2019.

GEORGETOWN, SOUTH CAROLINA

Brendon M. Barber, Sr., Mayor

(SEAL)
ATTEST:

Stephanie Buccione, City Clerk

Attachment: 09-24-19 resolution draft cog Legislative File (2854 : Resolution)

EXHIBIT A

DESCRIPTION OF LAND

The Park is comprised of the following parcel(s):

ALL those pieces, parcels or tracts of land situate, lying and being in the City of Georgetown, County of Georgetown, State of South Carolina, shown and designated as “12.10 Acres” on a plat entitled “PLAT OF A DIVISION OF THE OLD EAGLE ELECTRIC PLANT SITE ON U.S. HIGHWAY 17 AND 701 (aka SOUTH FRASER STREET)”, prepared by Tidewater Land Surveying, LLC, dated July 14, 2019, and to be recorded in the Office of the Register of Deeds for Georgetown County, South Carolina as attached hereto.

TMS No.: 05-0047-017-00-00 (a portion)

EXHIBIT B

STATE OF SOUTH CAROLINA) INTERGOVERNMENTAL AGREEMENT
COUNTY OF GEORGETOWN) FOR DEVELOPMENT OF MULTI-
IN THE CITY OF GEORGETOWN) COUNTY
) INDUSTRIAL AND BUSINESS PARK
) (Project Eagle)

THIS AGREEMENT for the development of a joint county industrial and business park to be located within the City of Georgetown, Georgetown County, South Carolina, is made and entered into and to be effective as of _____, 2019, by and between the City of Georgetown (“the City”) and Georgetown County, South Carolina (“Georgetown County”).

WHEREAS, pursuant to Title 4, Chapter 1 of the Code of Laws of South Carolina, as amended (the “Park Act”), and Article VIII, Section 13(D) of the South Carolina Constitution, as well as Ordinance No. 19-19 enacted by the County Council of Georgetown County, with the consent of the City as required by law, Georgetown County and Horry County have determined that, in order to further promote economic development and thus provide additional employment opportunities within both of said counties, there should be established in Georgetown County a joint county industrial and business park to be located in the City of Georgetown upon 12.10 acres of property, the sale of which was approved by City Council on _____, 2019, described in Exhibit A hereto (the “Park”), which Park shall be known as the Georgetown County Project Eagle Joint County Industrial and Business Park; and

WHEREAS, all of the property within the Park is within the City limits; and

WHEREAS, the Park Act provides if a joint county business park includes any portion of a municipality, the partner counties must obtain the consent of the municipality prior to the creation of the Park; and

WHEREAS, The City has consented to inclusion of the property in the Park as evidenced by _____, 2019, Resolution of City Council, referencing this Agreement; and

WHEREAS, as a consequence of the establishment of the Park, the County will collect fees in lieu of *ad valorem* taxation in an amount equal to that amount for which the owner or lessee of property within the Park would be otherwise liable except for such exemption; and

WHEREAS, Georgetown County has agreed to accept responsibility for the costs of infrastructure, maintenance, management, promotional costs, and other appropriate costs associated with the establishment and operation of the Park as set forth by separate agreement between Georgetown County and Horry County; and

WHEREAS, The City and Georgetown County wish to enter into an agreement as to distribution of Net Park Fees received and retained by the County with respect to the Project and all real and personal property located upon or comprising a portion of the Property with respect to each property tax year after application of any special source revenue credits and distributions of any amount to the partner county (“net park fees.”)

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 agree as follows:

1. City Consent. The City consents to inclusion of the property in the Park, as evidenced by _____, 2019 Resolution of City Council and upon execution of this Agreement.
2. Location of the Park. The Park consists of 12.10 acres property located in the City of Georgetown, Georgetown County. It is specifically recognized that the boundaries of the Park may be enlarged or diminished from time to time as authorized by ordinances of both Georgetown County and Horry County. If any property proposed for inclusion in the Park, in whole or in part, is located within the boundaries of a municipality, then the municipality must give its consent prior to the inclusion of such property.
3. Park Expenses. Georgetown County shall bear all Park expenses, including, but not limited to, development, operation, maintenance and promotion of the Park and the cost of providing public services.
4. Distribution of Park Revenues. The City's share of Revenues is to be distributed pursuant to its _____, 2019 Resolution granting Consent and in the same proportion and ratio as its millage bears to the overall total levied. Such proportionate distribution shall not be reduced without the City Council's consent by resolution or ordinance.
5. Records. Georgetown County covenants and agrees that, upon request, Georgetown County will provide the City copies of the records of the annual tax levy and copies of the actual tax bills, for parcels of property included within the Park at the time of such tax levy, and will further provide copies of records for the taxes so imposed, all as such records become available in the normal course of Georgetown County procedures.
6. South Carolina Law Controlling. This Agreement has been entered into in the State of South Carolina and shall be governed by, and construed in accordance with South Carolina law.
7. Counterpart Execution. This Agreement may be executed in multiple counterparts.

[End of Agreement – Execution Page to Follow]

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

CITY OF GEORGETOWN, SOUTH CAROLINA

By: _____
Brendon M. Barber, Sr., Mayor

Attest:

By: _____
Stephanie Buccione, Clerk to City Council

GEORGETOWN COUNTY, SOUTH CAROLINA

By: _____
John Thomas, Chairman of County Council

Attest:

By: _____
Theresa Floyd, Clerk to County Council

Attachment: 09-24-19 resolution draft cog Legislative File (2854 : Resolution)

EXHIBIT A

DESCRIPTION OF LAND

The Park is comprised of the following parcel(s):

ALL those pieces, parcels or tracts of land situate, lying and being in the City of Georgetown, County of Georgetown, State of South Carolina, shown and designated as “12.10 Acres” on a plat entitled “PLAT OF A DIVISION OF THE OLD EAGLE ELECTRIC PLANT SITE ON U.S. HIGHWAY 17 AND 701 (aka SOUTH FRASER STREET)”, prepared by Tidewater Land Surveying, LLC, dated July 14, 2019, and to be recorded in the Office of the Register of Deeds for Georgetown County, South Carolina as attached hereto.

TMS No.: 05-0047-017-00-00 (a portion)

Attachment: 09-24-19 resolution draft cog Legislative File (2854 : Resolution)

REFERENCES:

1. PLAT RECORDED IN PLAT SLIDE BOOK 702 PAGE 8.

2. DEED RECORDED IN RECORD BOOK 1334 PAGE 7.

NOTES:

1. THIS PROPERTY IS LOCATED IN FLOOD ZONE X.

2. OWNER OF RECORD: CITY OF GEORGETOWN
P.O. BOX 939
GEORGETOWN, SC 29442

3. ZONED: PS
*BUILDING SETBACKS: FRONT = 50'
SIDE = 10'
STREET SIDE = 15'
REAR = 10'
LOT WIDTH MIN.= 60'
MINIMUM AREA = 10,000 SQ.FT.

* SETBACKS TO BE VERIFIED BY CITY OF GEORGETOWN (AND IF APPLICABLE, VERIFIED BY APPROPRIATE HOA OR ARB).

4. THIS PROPERTY IS SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD. NO TITLE SEARCH PERFORMED BY THIS OFFICE.

5. THIS SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON(S) OR ENTITY APPEARING ON SAID SURVEY. THIS SURVEY DOES NOT EXTEND TO ANY UNNAMED PERSON(S) OR ENTITY WITHOUT AN EXPRESSED RECERTIFICATION BY L. BRUCE ABBOTT.

6. THIS SURVEY IS NULL AND VOID IF SIGNATURE AND EMBOSSED SEAL ARE ABSENT.

7. ALL BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON SOUTH CAROLINA STATE PLANE COORDINATE SYSTEM 1983. DISTANCES SHOWN HEREON ARE HORIZONTAL (GROUND) DISTANCES, NOT GRID DISTANCES.

CERTIFICATE OF APPROVAL FOR RECORDING

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HERE HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS FOR CITY OF GEORGETOWN, SOUTH CAROLINA, WITH THE EXCEPTION OF SUCH VARIANCE, IF ANY, AS ARE NOTED IN THE MINUTES OF THE PLANNING COMMISSION AND THAT IT HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE CLERK OF COURT.

DATE _____

CHAIRMAN, PLANNING COMMISSION

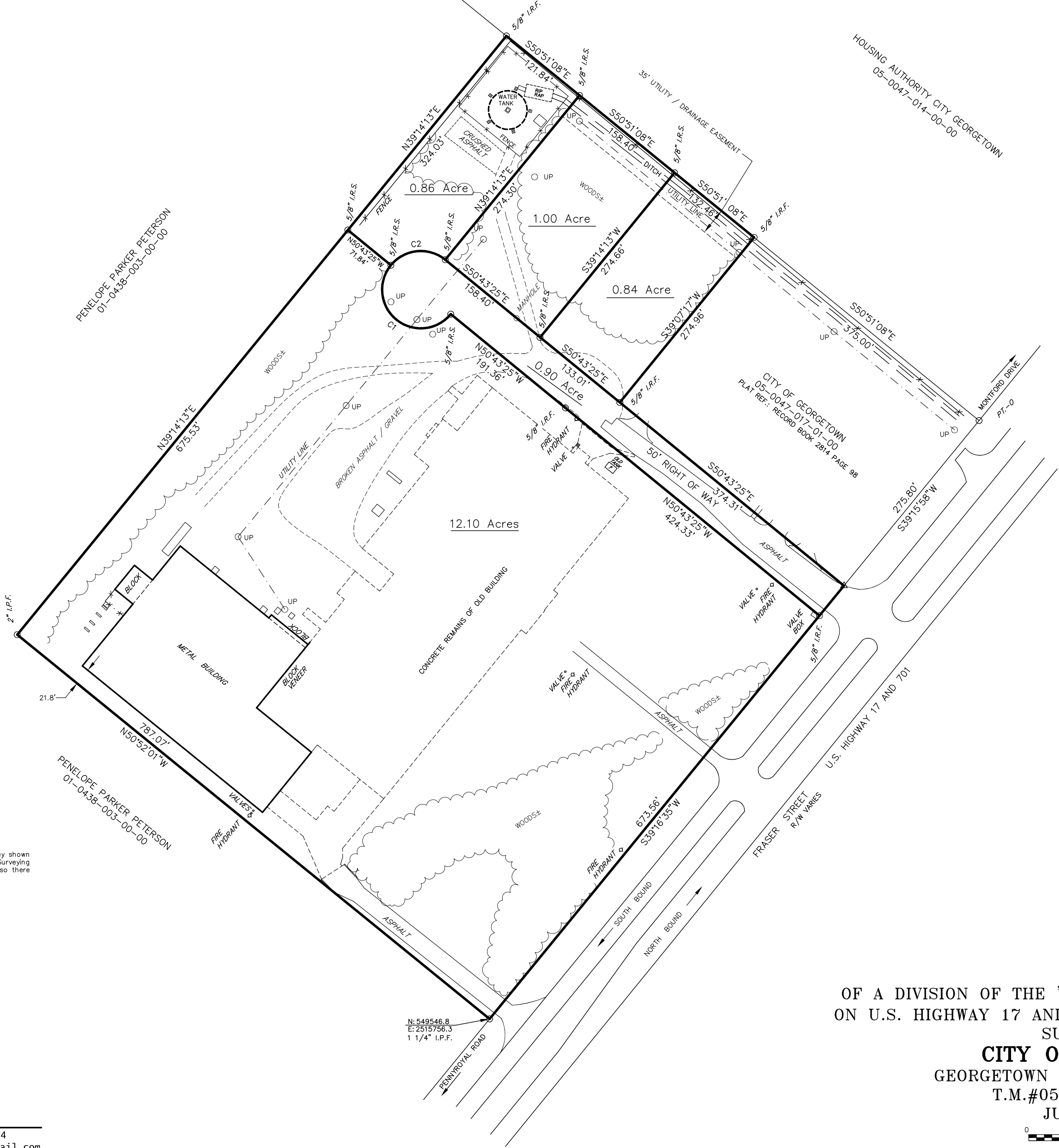
"I hereby state that to the best of my professional knowledge, information, and belief, the survey shown herein was made in accordance with the requirements of the Standards of Practice Manual for Surveying in South Carolina, and meets or exceeds the requirements for a Class B as specified therein; also there are no visible encroachments or projections other than shown."



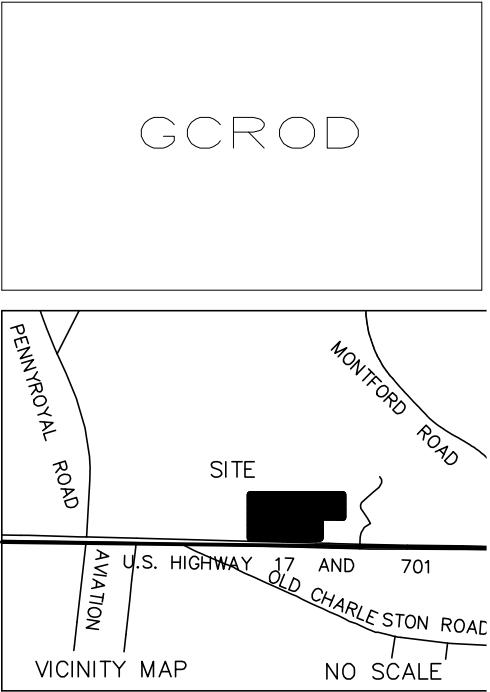
TIDEWATER
LAND SURVEYING LLC
36 NEW CASTLE LANE
PAWLEYS ISLAND, SC 29585



L. BRUCE ABBOTT SCPLS#29504
843-833-2190 Lbruceabbott@gmail.com



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	50.00'	157.08'	100.00'	N50°43'25" W
C2	50.00'	78.51'	70.69'	N84°15'24" E



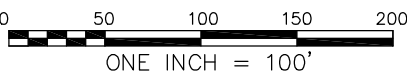
HOUSING AUTHORITY CITY GEORGETOWN
05-0047-014-00-00

CITY OF GEORGETOWN
05-0047-017-01-00
PLAT REF.: RECORD BOOK 281 PAGE 98

U.S. HIGHWAY 17 AND 701

FRASER STREET
R/W VARIES

PLAT
OF A DIVISION OF THE "OLD EAGLE ELECTRIC PLANT" SITE
ON U.S. HIGHWAY 17 AND 701 (aka SOUTH FRASER STREET)
SURVEYED FOR
CITY OF GEORGETOWN
GEORGETOWN COUNTY, SOUTH CAROLINA
T.M.#05-0047-017-00-00
JULY 14, 2019



STATE OF SOUTH CAROLINA)
COUNTY OF GEORGETOWN)
COUNTY OF HORRY)

THIS AGREEMENT for the development of a joint county industrial and business park to be located within Georgetown County is made and entered into and to be effective as of _____, 2019, by and between Georgetown County, South Carolina (“Georgetown County”) and Horry County, South Carolina (“Horry County”).

RECITALS

WHEREAS, pursuant to Title 4, Chapter 1 of the Code of Laws of South Carolina 1976, as amended (the “Park Act”), and particularly Section 4-1-170 thereof, and Article VIII, Section 13(D) of the South Carolina Constitution, as well as Ordinance No. 19-19 enacted by the County Council of Georgetown County and Ordinance No. _____ enacted by the County Council of Horry County, Georgetown County and Horry County have determined that, in order to further promote economic development and thus provide additional employment opportunities within both of said counties, there should be established in Georgetown County a joint county industrial and business park to be located in Georgetown County upon property presently anticipated to be now or hereafter owned and/or operated by _____, both previously identified, collectively, as Project Eagle, and/or one or more existing, or to be formed, affiliates or other related entities, and described in Exhibit A hereto (the “Park”), which Park shall be known as the Georgetown County Project Eagle Joint County Industrial and Business Park and shall be in addition to previous joint county industrial and business parks previously established between the counties; and

WHEREAS, as a consequence of the establishment of the Park, property therein shall be exempt from *ad valorem* taxation, but the owners or lessees of such property shall pay annual fees in an amount equal to that amount for which such owner or lessee would be otherwise liable except for such exemption; and

WHEREAS, Georgetown County has agreed to accept responsibility for the costs of infrastructure, maintenance, management, promotional costs, and other appropriate costs associated with the establishment and operation of the Park as set forth herein;

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 agree as follows:

1. Binding Agreement. This Agreement serves as a written instrument setting forth the entire agreement between the parties and shall be binding on Georgetown County and Horry County, their successors and assigns.

2. Authorization. Article VIII, Section 13(D) of the Constitution of South Carolina provides that counties may jointly develop an industrial or business park with other counties 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. Section 4-1-170 of the Park Act satisfies the conditions imposed by Article VIII, Section 13(D) of the Constitution and provides the statutory vehicle whereby a joint county industrial or business park may be created.

3. Location of the Park.

(A) As of the date of this Agreement, the Park consists of property located in Georgetown County, as further identified in Exhibit A hereto. It is specifically recognized that the Park may from time to time consist of non-contiguous properties within Georgetown County. The boundaries of the Park may be enlarged or diminished from time to time as authorized by ordinances of both Georgetown County and Horry County. If any property proposed for inclusion in the Park, in whole or in part, is located within the boundaries of a municipality, then the municipality must give its consent prior to the inclusion of such property.

(B) In the event of any enlargement or diminution of the boundaries of the Park, this Agreement shall be deemed amended and there shall be attached hereto a revised Exhibit A, which shall contain a legal description of the boundaries of the Park, as enlarged or diminished, together with a copy of the ordinances of Georgetown County Council and Horry County Council pursuant to which such enlargement or diminution was authorized.

(C) Prior to the adoption by Georgetown County Council and by Horry County Council of ordinances authorizing the diminution of the boundaries of the Park, a public hearing shall first be held by Georgetown County Council, as the county council of the county wherein the portion of the Park proposed to be enlarged or diminished is located. Notice of such public hearing shall be published in a newspaper of general circulation in Georgetown County at least once and not less than fifteen (15) days prior to such hearing. Notice of such public hearing shall also be served in the manner of service of process at least fifteen (15) days prior to such public hearing upon any owner and, if applicable, any lessee of any real property which would be excluded from the Park by virtue of the diminution.

(D) Notwithstanding anything in this Agreement to the contrary, to the extent that either Georgetown County or Horry County has outstanding contractual commitments to any owner or lessee of property located within the Park requiring inclusion of such property within a multi-county industrial or business park established pursuant to the Park Act and Article VIII, Section 13(D) of the South Carolina Constitution, Georgetown County and Horry County shall not be entitled to remove such property from within the Park unless Georgetown County shall first obtain the written consent of the owner or lessee of such property.

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 in-lieu-of-payments that would have been due and payable but for the location of such property within the Park.

5. Allocation of Park Expenses. Georgetown County and Horry County shall bear expenses, including, but not limited to, development, operation, maintenance and promotion of the Park and the cost of providing public services, in the following proportions:

A. Georgetown County	100%
B. Horry County	0%

6. Allocation of Park Revenues. Georgetown County and Horry County shall receive an allocation of revenues generated by the Park through payment of fees in lieu of *ad valorem* property taxes in the following proportions:

A. Georgetown County	99%
B. Horry County	1%

Any payment by Georgetown County to Horry County of its allocable share of the fees in lieu of taxes from the Park shall be made not later than thirty (30) days from the end of the calendar quarter in which Georgetown County receives such payment. In the event that the payment made by any owner or lessee of Park property is made upon protest or is otherwise in dispute, Georgetown County shall not be obligated to pay to Horry County more than Horry County's share of the undisputed portion thereof until thirty (30) days after the final resolution of such protest or dispute.

7. Revenue Allocation Within Each County.

(A) Revenues generated by the Park through the payment of fees in lieu of *ad valorem* property taxes shall be distributed to Georgetown County and to Horry County, as the case may be, according to the proportions established by Paragraph 6 of this Agreement. With respect to such revenues so allocable to Georgetown County, such revenue shall be distributed within Georgetown County in the manner provided by ordinance of the County Council of Georgetown County; provided, that (i) all taxing entities which overlap the applicable revenue-generating properties within the Park shall receive at least some portion of the revenues generated from such properties, 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; provided, that any revenue which is to be allocated annually to a school district, shall, in accordance with applicable law, be allocated by the Georgetown County Auditor between such school district's debt service and such school district's operations in the same proportion as the millage levied for the respective purpose bears to the millage levied for both purposes when combined. Georgetown County is specifically authorized to use a portion of the revenue for economic development purposes as permitted by law and as established by ordinance of the County Council of Georgetown County.

(B) Such revenues allocable to Horry County pursuant to Section 6 of this Agreement shall be distributed as deemed appropriate by Horry County in the manner provided by ordinance of the County Council of Horry County.

8. Fee in Lieu of Taxes Pursuant to Title 4 or Title 12 of the Code of Laws of South Carolina. It is hereby agreed that the entry heretofore or hereafter by Georgetown County into any one or more fee in lieu of tax agreements pursuant to Title 4 or Title 12 of the Code of Laws of South Carolina 1976, as may be amended from time to time ("Negotiated Fee-in Lieu of Tax Agreements"), with respect to Park property and the terms of such agreements shall be at the sole discretion of Georgetown County.

9. Assessed Valuation. For the purpose of calculating the bonded indebtedness limitation and for the purpose of computing the index of taxpaying ability pursuant Section 59-20-20(3) of the Code of Laws of South Carolina 1976, as amended, allocation of the assessed value of property within the Park to Georgetown County and Horry County and to each of the taxing entities within the participating counties shall be identical to any allocation of revenue received and retained by each of the counties and by each of taxing entities within the participating counties, pursuant to Sections 6 and 7 of this Agreement.

10. Records. Georgetown County and Horry County each covenant and agree that, upon the request of Horry County, Georgetown County will provide to Horry County copies of the records of the annual tax levy and copies of the actual tax bills, for parcels of property included within the Park at the time of such tax levy, and will further provide copies to the Horry County Treasurer's collection records for the taxes so imposed, all as such records become available in the normal course of Georgetown County procedures. It is further agreed that Horry County shall not request such records from Georgetown County more frequently than once annually, absent compelling justification to the contrary.

11. No Liability of Horry County. It is expressly understood and agreed that by entering into this Agreement, Horry County assumes no liability whatsoever with respect to this Agreement, the establishment or existence of the contemplated Park, and no recourse shall be had for any claim based upon any obligation, covenant or agreement contained herein against Horry County or any council member, director, officer, employee, or agent of Horry County.

12. South Carolina Law Controlling. This Agreement has been entered into in the State of South Carolina and shall be governed by, and construed in accordance with South Carolina law.

13. 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.

14. Counterpart Execution. This Agreement may be executed in multiple counterparts.

15. Termination. Notwithstanding any provision of this Agreement to the contrary, Georgetown County and Horry County agree that this Agreement may be terminated only upon approval of an ordinance to that effect by the county council of each county. Notwithstanding the foregoing, this Agreement may not be terminated to the extent that either Georgetown County or

Horry County has outstanding contractual commitments to any owner or lessee of property located in the Park requiring inclusion of such property within a multi-county industrial or business park established pursuant to the Park Act and Article VIII, Section 13(D) of the Constitution of South Carolina, unless such county shall first obtain the written consent of such owner or lessee.

[End of Agreement – Execution Page to Follow]

Attachment: Georgetown-Horry MCP Agreement - Project Eagle EX A to Res (2854 : Resolution)

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

GEORGETOWN COUNTY, SOUTH CAROLINA

By: _____
John Thomas, Chairman of County Council,
Georgetown County, South Carolina

[SEAL]

Attest:

By: _____
Theresa Floyd, Clerk to County Council
Georgetown County, South Carolina

HORRY COUNTY, SOUTH CAROLINA

By: _____
Johnny Gardner, Chairman, County Council,
Horry County, South Carolina

[SEAL]

Attest:

By: _____
Patricia Hartley, Clerk to County Council
Horry County, South Carolina

Attachment: Georgetown-Horry MCP Agreement - Project Eagle EX A to Res (2854 : Resolution)

EXHIBIT A
GEORGETOWN COUNTY PROJECT EAGLE PARK
LAND DESCRIPTION

ALL those pieces, parcels or tracts of land situate, lying and being in the City of Georgetown, County of Georgetown, State of South Carolina, shown and designated as “12.10 Acres” on a plat entitled “PLAT OF A DIVISION OF THE OLD EAGLE ELECTRIC PLANT SITE ON U.S. HIGHWAY 17 AND 701 (aka SOUTH FRASER STREET)”, prepared by Tidewater Land Surveying, LLC, dated July 14, 2019, and to be recorded in the Office of the Register of Deeds for Georgetown County, South Carolina as attached hereto.

TMS No.: 05-0047-017-00-00 (a portion)

Attachment: Georgetown-Horry MCP Agreement - Project Eagle EX A to Res (2854 : Resolution)

Georgetown County, South Carolina
Joint County Industrial/Business Park

ORDINANCE NO. 19-19
(GEORGETOWN COUNTY PROJECT EAGLE MULTI-COUNTY PARK)

AN ORDINANCE TO ESTABLISH A JOINT COUNTY INDUSTRIAL AND BUSINESS PARK PURSUANT TO SECTION 4-1-170 OF THE SOUTH CAROLINA CODE OF LAWS 1976, AS AMENDED, TO BE KNOWN AS THE GEORGETOWN COUNTY PROJECT EAGLE JOINT COUNTY INDUSTRIAL AND BUSINESS PARK (THE "PARK"), IN CONJUNCTION WITH HORRY COUNTY, SUCH PARK TO BE GEOGRAPHICALLY LOCATED IN GEORGETOWN COUNTY; TO AUTHORIZE THE EXECUTION AND DELIVERY OF A WRITTEN PARK AGREEMENT WITH HORRY COUNTY AS TO THE REQUIREMENT OF PAYMENTS OF FEE IN LIEU OF *AD VALOREM* TAXES WITH RESPECT TO PARK PROPERTY AND THE SHARING OF THE REVENUES AND EXPENSES OF THE PARK; TO PROVIDE FOR THE DISTRIBUTION OF REVENUES FROM THE PARK WITHIN GEORGETOWN COUNTY; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Georgetown County, South Carolina ("Georgetown County") and Horry County, South Carolina ("Horry County") (collectively, the "Counties"), as authorized under Article VIII, Section 13(D) of the South Carolina Constitution and Title 4, Chapter 1 of the Code of Laws of South Carolina 1976, as amended (the "Park Act"), and particularly Section 4-1-170 thereof, propose to establish a joint county industrial and business park (the "Park"); and

WHEREAS, in order to promote economic development in Georgetown County and surrounding areas, including Horry County, through improvements to the tax base of Georgetown County and the provision of additional employment opportunities, Georgetown County and Horry County have agreed to create the Park to include property presently anticipated to be now or hereafter owned and/or operated by [REDACTED], both previously identified, collectively, as Project Eagle, and/or one or more existing, or to be formed, affiliates or other related entities (the "Project Property"); and

WHEREAS, the Park shall be known as the Georgetown County Project Eagle Joint County Industrial and Business Park; and

WHEREAS, the Counties have agreed to the specific terms and conditions of such arrangement as set forth in that certain Agreement for Development of Joint County Industrial and Business Park (Georgetown County Project Eagle Park) to be entered into by the Counties as of such date as the Counties may agree (the "Park Agreement"); and

WHEREAS, the Counties now desire to establish the Park to include the Project Property.

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

Section 1. Establishment of Georgetown County Project Eagle Joint County Industrial and Business Park; Approval of Park Agreement. There is hereby authorized to be established in conjunction with Horry County a joint county industrial and business park to be known as the Georgetown County Project Eagle Joint County Industrial and Business Park, which is located on the land comprising the Project Property and more particularly described in the form of Park Agreement presented to this meeting. The form, provisions, terms and conditions of the Park Agreement now before this meeting and filed with the Clerk to 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 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 Georgetown County, upon advice of counsel, thereunder and as shall be approved by the officials of Georgetown 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 Georgetown County Council, for and on behalf of Georgetown County, is hereby authorized, empowered, and directed to do any and all things necessary or proper to effect the establishment of the Park and the execution and delivery of the Park Agreement and the performance of all obligations of Georgetown County under and pursuant to the Park Agreement and to carry out the transactions contemplated thereby and by this Ordinance.

Section 2. Payment of Fees in Lieu of *Ad Valorem* Taxes. Owners and lessees of property located in the Park will pay a fee in lieu of *ad valorem* taxes as provided for in the Park Agreement. The fee paid in lieu of *ad valorem* taxes shall be paid to the Treasurer of Georgetown County. That portion of such fee allocated pursuant to the Park Agreement to Horry County shall, upon receipt by the Treasurer of Georgetown County, be paid to the Treasurer of Horry County in accordance with the terms of the Park Agreement. Payments of such fees will be made on or before the due date for taxes for a particular year. Penalties for late payment will be at the same rate as late tax payment. Any late payment beyond said date will accrue interest at the rate of statutory judgment interest. The Counties, acting by and through the Treasurer of Georgetown County, shall maintain all liens and rights to foreclose upon liens provided for counties in the collection of *ad valorem* taxes.

Section 3. Distribution of Revenue.

(a) Revenues generated from the Park through the payment of fees in lieu of *ad valorem* taxes to be retained by Georgetown County pursuant to the Park Agreement shall be distributed within Georgetown County in accordance with this subsection:

(1) First, unless Georgetown County elects to pay or credit the same from only those revenues which Georgetown County would otherwise be entitled to receive as provided under item (3) below, to pay annual debt service on any special source revenue bonds issued by

Georgetown County pursuant to, or to be utilized as a credit in the manner provided in, Section 4-1-175 of the Park Act;

(2) Second, at the option of Georgetown County, to reimburse Georgetown 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 Georgetown County; and

(3) Third, to those taxing entities in which the property is located, in the same manner and proportion that the millage levied for the taxing entities would be distributed if the property were taxable but without regard to exemptions otherwise available pursuant to Section 12-37-220, Code of Laws of South Carolina 1976, as amended, for that year.

(b) Notwithstanding any other provision of this section:

(1) all taxing entities which overlap the applicable revenue generating properties within the Park shall receive at least some portion of the revenues generated from such properties; and

(2) all revenues receivable by a taxing entity in a fiscal year shall be allocated to operations and/or debt service as determined by the governing body of the taxing entity; provided, that any revenue which is to be allocated annually to a school district, shall, in accordance with the applicable law, be allocated by the Georgetown County Auditor between such school district's debt service and such school district's operations in the same proportion as the millage levied for the respective purpose bears to the millage levied for both purposes when combined.

Section 4. Governing Laws and Regulations. The ordinances and regulations of Georgetown County including, without limitation, those concerning zoning, health and safety, and building code requirements shall apply to the Park properties in Georgetown County unless the properties are within the boundaries of a municipality in which case the municipality's ordinances and regulations apply.

Section 5. Law Enforcement and Other Services. Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park properties is vested with the Sheriff's Department of Georgetown County. If any of the Park properties 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. Fire, sewer, water and EMS services will be provided by the service district or other political unit within whose jurisdiction the Park properties are located.

Section 6. Savings Clause. If any portion of this Ordinance shall be deemed unlawful, unconstitutional or otherwise invalid, the validity and binding effect of the remaining portions shall not be affected thereby.

Section 7. General Repealer. Any prior ordinance, the terms of which are in conflict herewith, is, only to the extent of such conflict, hereby repealed.

Section 8. Effectiveness. This Ordinance shall be effective after third and final reading.

DONE IN MEETING DULY ASSEMBLED THIS ____ DAY OF _____, 2019.

GEORGETOWN COUNTY, SOUTH CAROLINA

By: _____
John Thomas, Chairman, County Council of
Georgetown County, South Carolina

ATTEST:

Theresa Floyd, Clerk to Georgetown County Council
Georgetown County, South Carolina

First Reading: August 27, 2019
Second Reading: September 24, 2019
Public Hearing: October 8, 2019
Third Reading: October 8, 2019

Attachment: Georgetown MCP Ordinance - Project Eagle EX B to Res (2854 : Resolution)



120 North Fraser Street • Georgetown, SC 29440 • (843) 545-4000

ACTION ITEM

DOC ID: 2855

Council Meeting Date:	26 September 2019
Department:	Administration
Issue Under Consideration:	Motion to authorize the Mayor and City Administrator to execute an IGA for a Multi-County Industrial & Business Park consistent with the terms of the Resolution.
Amount Requested:	
Is Item in Current Budget?	
If no, please explain:	
Financial Impact:	
Points to Consider:	
Options:	
Staff Recommendation:	

Reviews:

Sandra E. Yudice Ph.D. Skipped 09/25/2019 2:07 PM

Approved via Email

Stephanie Buccione Completed 09/25/2019 2:07 PM

Georgetown City Council Pending 09/26/2019 4:00 PM

Attachments:

1. a 09.24.19 City-County IGA - Project Eagle (PDF)

STATE OF SOUTH CAROLINA)
COUNTY OF GEORGETOWN)
IN THE CITY OF GEORGETOWN)

**INTERGOVERNMENTAL AGREEMENT
 FOR DEVELOPMENT OF MULTI-
 COUNTY
 INDUSTRIAL AND BUSINESS PARK
 (Project Eagle)**

THIS AGREEMENT for the development of a joint county industrial and business park to be located within the City of Georgetown, Georgetown County, South Carolina, is made and entered into and to be effective as of September 26, 2019, by and between the City of Georgetown (“the City”) and Georgetown County, South Carolina (“Georgetown County”).

WHEREAS, pursuant to Title 4, Chapter 1 of the Code of Laws of South Carolina, as amended (the “Park Act”), and Article VIII, Section 13(D) of the South Carolina Constitution, as well as Ordinance No. 19-19 enacted by the County Council of Georgetown County, with the consent of the City as required by law, Georgetown County and Horry County have determined that, in order to further promote economic development and thus provide additional employment opportunities within both of said counties, there should be established in Georgetown County a joint county industrial and business park to be located in the City of Georgetown upon 12.10 acres of property, the sale of which was approved by City Council on September 26, 2019, described in Exhibit A hereto (the “Park”), which Park shall be known as the Georgetown County Project Eagle Joint County Industrial and Business Park; and

WHEREAS, all of the property within the Park is within the City limits; and

WHEREAS, the Park Act provides if a joint county business park includes any portion of a municipality, the partner counties must obtain the consent of the municipality prior to the creation of the Park; and

WHEREAS, The City has consented to inclusion of the property in the Park as evidenced by September 26, 2019, Resolution of City Council, referencing this Agreement; and

WHEREAS, as a consequence of the establishment of the Park, the County will collect fees in lieu of *ad valorem* taxation in an amount equal to that amount for which the owner or lessee of property within the Park would be otherwise liable except for such exemption; and

WHEREAS, Georgetown County has agreed to accept responsibility for the costs of infrastructure, maintenance, management, promotional costs, and other appropriate costs associated with the establishment and operation of the Park as set forth by separate agreement between Georgetown County and Horry County; and

WHEREAS, The City and Georgetown County wish to enter into an agreement as to distribution of Net Park Fees received and retained by the County with respect to the Project and all real and personal property located upon or comprising a portion of the Property with respect to each property tax year after application of any special source revenue credits and distributions of any amount to the partner county (“net park fees.”)

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 agree as follows:

1. City Consent. The City consents to inclusion of the property in the Park, as evidenced by September 26, 2019 Resolution of City Council and upon execution of this Agreement.

2. Location of the Park. The Park consists of 12.10 acres property located in the City of Georgetown, Georgetown County. (Exhibit A). It is specifically recognized that the boundaries of the Park may be enlarged or diminished from time to time as authorized by ordinances of both Georgetown County and Horry County. If any property proposed for inclusion in the Park, in whole or in part, is located within the boundaries of a municipality, then the municipality must give its consent prior to the inclusion of such property.

3. Park Expenses. Georgetown County shall bear all Park expenses, including, but not limited to, development, operation, maintenance and promotion of the Park and the cost of providing public services.

4. Distribution of Park Revenues. The City's share of Revenues is to be distributed pursuant to its September 26, 2019 Resolution granting Consent and in the same proportion and ratio as its millage bears to the overall total levied. Such proportionate distribution shall not be reduced without the City Council's consent by resolution or ordinance.

5. Records. Georgetown County covenants and agrees that, upon request, Georgetown County will provide the City copies of the records of the annual tax levy and copies of the actual tax bills, for parcels of property included within the Park at the time of such tax levy, and will further provide copies of records for the taxes so imposed, all as such records become available in the normal course of Georgetown County procedures.

6. South Carolina Law Controlling. This Agreement has been entered into in the State of South Carolina and shall be governed by, and construed in accordance with South Carolina law.

7. Counterpart Execution. This Agreement may be executed in multiple counterparts.

[End of Agreement – Execution Page to Follow]

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

CITY OF GEORGETOWN, SOUTH CAROLINA

By: _____
Brendon M. Barber, Sr., Mayor

Attest:

By: _____
Stephanie Buccione, Clerk to City Council

GEORGETOWN COUNTY, SOUTH CAROLINA

By: _____
John Thomas, Chairman of County Council

Attest:

By: _____
Theresa Floyd, Clerk to County Council

Attachment: 09.24.19 City-County IGA - Project Eagle (2855 : IGA)

EXHIBIT A

DESCRIPTION OF LAND

The Park is comprised of the following parcel(s):

ALL those pieces, parcels or tracts of land situate, lying and being in the City of Georgetown, County of Georgetown, State of South Carolina, shown and designated as “12.10 Acres” on a plat entitled “PLAT OF A DIVISION OF THE OLD EAGLE ELECTRIC PLANT SITE ON U.S. HIGHWAY 17 AND 701 (aka SOUTH FRASER STREET)”, prepared by Tidewater Land Surveying, LLC, dated July 14, 2019, and to be recorded in the Office of the Register of Deeds for Georgetown County, South Carolina as attached hereto.

TMS No.: 05-0047-017-00-00 (a portion)

Attachment: 09.24.19 City-County IGA - Project Eagle (2855 : IGA)