

STATE OF SOUTH CAROLINA )  
 )  
BARNWELL COUNTY )

A RESOLUTION 2017-6-491-R

**TO AMEND THE AGREEMENT FOR A JOINT COUNTY INDUSTRIAL PARK AMONG ALLENDALE, BAMBERG, BARNWELL, AND HAMPTON COUNTIES SO AS TO ENLARGE THE BOUNDARIES OF THE PARK; AND OTHER MATTERS RELATED THERETO.**

FILED FOR RECORD  
2017 JUN 14 PM 11:30  
RHODES JACELVEEN  
CLERK OF COURT  
BARNWELL COUNTY S.C.

WHEREAS, Allendale County, South Carolina, Bamberg County, South Carolina, Barnwell County, South Carolina, and Hampton County, South Carolina (collectively the "Counties"), 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"), have jointly developed the Quad-County Industrial Park (the "Park"), including the portion of the Park known as Park III ("Park III"); and

WHEREAS, in accordance with Section 3(A) of the "Amended and Restated Master Agreement for the Establishment of the Quad-County Industrial Park I, Park II, and Park III", dated May 6, 2013, as amended (the "Park Agreement"), and of the Counties desiring to add property to their portion of Park III are permitted to do so pursuant to an ordinance approved by the County Council of the county in which the property is located (the "Host County") and resolutions approved the remaining three counties; and

WHEREAS, Barnwell County desires to amend the Park Agreement to expand the boundaries of Park III to include property located in Hampton County, described more particularly on **Exhibit A** ("Property"); and

WHEREAS, Hampton County, as the Host County, has agreed to expand the boundaries of Park III to include the Property pursuant to Ordinance No. \_\_\_\_, adopted May 1, 2017 and attached hereto as **Exhibit B**.

NOW, THEREFORE, BE IT RESOLVED BY THE BARNWELL COUNTY COUNCIL:

**Section 1. Expansion of Park III Boundaries.** There is hereby authorized an expansion of the Park III boundaries to include the Property described in Exhibit A.

**Section 2. Savings Clause.** If any portion of this resolution is deemed unlawful, unconstitutional, or otherwise invalid, the validity and binding effect of the remaining portions are not affected.

**Section 3. General Repealer.** Any prior resolution or order, the terms of which are conflict with this resolution, is, only to the extent of that conflict, repealed.

Resolved this 13<sup>th</sup> day of June, 2017.

BARNWELL COUNTY COUNCIL

Charles Lowell Jowers  
Charles Lowell Jowers, Sr., Chairman



(SEAL)

ATTEST:

Kim A. Futrell  
Kim A. Futrell, Clerk to Council  
Barnwell County, South Carolina



## EXHIBIT A

### Property Description

(A portion of a parcel of real property identified by tax map number **118-00-00-042**)

Lying and being situated in Hampton, Hampton County, South Carolina, and being more particularly described as follows:

COMMENCING at NGS Monument "Ernie" having South Carolina Grid Coordinates of North: 383,433.51' and East: 1,958,951.85' North 86°58'59" East a ground distance of 8,383.92' to an existing iron rod being the southeastern corner of Parcel 2 of Plat Cabinet A, Book 157, Page 2 recorded in the Hampton County Register of Deeds; thence with the line of Parcel 2 North 17°10'56" East a distance of 54.30' to a calculated point and said point being the point of **BEGINNING**. Thence continuing with the line of Parcel 2 the following two (2) courses and distances: 1) North 17°10'56" East a distance of 289.66' to an existing iron rod; 2) North 56°16'20" West a distance of 293.26' to an existing iron rod on the northern line of Parcel 2; thence North 16°13'46" West a distance of 4.40' to a new iron rod being on the eastern right of way margin of U.S. Highway 601 (66' public right of way); thence with the eastern right of way of U.S. Highway 601 the following two (2) courses and distances: 1) North 26°01'12" East a distance of 198.37' to a new iron rod; 2) North 25°37'19" East a distance of 153.94' to a calculated point; thence turning and running within the Adriene J. Chassereau property the following eighteen (18) courses and distances:

- 1) South 65°26'00" East a distance of 12.30' to a calculated point;
- 2) South 67°22'15" East a distance of 198.32' to a calculated point;
- 3) South 82°36'47" East a distance of 224.06' to a calculated point;
- 4) South 82°22'12" East a distance of 131.24' to a calculated point;
- 5) South 82°28'35" East a distance of 92.15' to a calculated point;
- 6) South 73°09'02" East a distance of 222.53' to a calculated point;
- 7) South 06°31'20" East a distance of 414.46' to a calculated point;
- 8) South 35°05'25" West a distance of 66.41' to a calculated point;
- 9) South 19°02'51" West a distance of 49.13' to a calculated point;
- 10) South 05°13'58" West a distance of 40.65' to a calculated point;
- 11) South 28°41'15" East a distance of 65.61' to a calculated point;
- 12) South 40°55'04" East a distance of 51.61' to a calculated point;
- 13) North 83°35'03" East a distance of 22.54' to a calculated point;
- 14) South 82°39'47" East a distance of 67.28' to a calculated point;
- 15) South 70°14'59" East a distance of 69.74' to a calculated point;
- 16) South 52°05'14" East a distance of 87.74' to a calculated point;
- 17) South 26°13'05" East a distance of 109.42' to a calculated point;
- 18) South 32°11'23" East a distance of 60.39' to a calculated point being on the northern line of Parcel 1 as shown on Plat Cabinet A, Book 157, Page 2; thence with Parcel 1 North 86°53'13" West a total distance of 1,127.57' (passing a railroad iron online at 1118.45') to a calculated point on the northern line of Parcel 1; thence turning and running within aforementioned Adriene J. Chassereau property North 16°24'47" West a distance of 275.79' to the point of **BEGINNING**, having an area of 873,815 square feet, or 20.0600 acres of land as shown on a survey prepared by R. B. Pharr & Associates, P.A. dated March 14, 2017 (Job Number 86420).

**EXHIBIT B**

Hampton County Ordinance  
[attached]

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN INFRASTRUCTURE CREDIT AGREEMENT BY AND BETWEEN HAMPTON COUNTY, SOUTH CAROLINA, AND CURIE SOLAR, L.L.C. AS SPONSOR, AND ONE OR MORE SPONSOR AFFILIATES, TO PROVIDE FOR SPECIAL SOURCE REVENUE CREDITS; AUTHORIZING THE EXPANSION OF THE QUAD COUNTY INDUSTRIAL PARK FORMED WITH ALLENDALE, BAMBERG AND BARNWELL COUNTIES TO INCLUDE THE PROJECT; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Hampton County, South Carolina ("County"), acting by and through its County Council ("County Council") is authorized by Title 4, Chapter 1 of the Code of Laws of South Carolina 1976, as amended, including Sections 4-1-170 and 4-1-175 thereof, Section 4-29-68 of Title 4, Chapter 29 of the Code of Laws of South Carolina 1976, as amended (collectively, the "Infrastructure Credit Act"), and Article VIII, Section 13 of the South Carolina Constitution to provide special source revenue credits for the purpose of defraying certain costs, including, without limitation, the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County or the Project (as defined below) and for improved and unimproved real estate and personal property, including machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise, all to enhance the economic development of the County; and

WHEREAS, pursuant to Title 4, Section 1, Code of Laws of South Carolina, 1976, as amended ("MCIP Act"), the County is authorized to develop multi-county industrial parks with other qualifying counties and, in its discretion, include within the boundaries of such parks the property of qualifying industries. Under the authority provided in the MCIP Act, the County created a multi-county park with Allendale, Bamwell, and Bamberg Counties ("Park") pursuant to that "Amended and Restated Master Agreement for the Establishment of the Quad-County Industrial Park I, Park II, and Park III" dated May 6, 2013, as amended ("Park Agreement"); and

WHEREAS, Curie Solar, LLC, a South Carolina corporation, its affiliated and related entities and assigns ("Company"), is planning an investment consisting of the expenditure of approximately \$2,500,000 ("Investment"), through the acquisition, construction, lease, and purchase of certain land, buildings, furnishings, fixtures, and equipment in order to establish a utility scale solar farm within the County ("Project"); and

WHEREAS, the Project will comprise a portion of real property located entirely in the County of Hampton, with improvements thereon, within such tax map parcel bearing Tax Map Number 118-00-00-042, a description of which is set forth on the attached Exhibit A, as may be replaced or supplemented from time to time ("Project Site"); and

WHEREAS, Ronald W. Chassereou, owns the Project Site and the Company plans to lease the Project Site from Chassereou for the purpose of undertaking the Project in the County; and

WHEREAS, pursuant to Section 3(A) of the Park Agreement, the boundaries of Park III created therein may be enlarged pursuant to an ordinance of the county in which the Project is located and resolutions of the other three counties and with the consent of any municipalities within such new boundaries; and

WHEREAS, the County desires to enlarge the boundaries of Park III to include the Project Site and to ensure that the Project Site remains in Park III or any other multi-county industrial park created under the MCIP Act for as long as the Company is located at the Project Site; and

WHEREAS, in connection with the Project, the Company has requested the County to enter into an incentive agreement, to the extent and subject to the conditions provided in that agreement, to establish the commitments of (i) the Company to make the Investment and (ii) the County to provide certain special source revenue credits against certain payments in lieu of taxes made in connection with the Project; and

WHEREAS, in accordance with Article VIII, Section 13 of the South Carolina Constitution, real and personal property having a situs in the Park are exempt from all *ad valorem* taxation, however, the owners or lessors of such real and personal property are obligated to make, or cause to be made, payments in lieu of taxes to the County in the total amount equivalent to the *ad valorem* property taxes or other fee-in-lieu-of-taxes that would have been due and payable with respect to such real and personal property but for the location of such real and personal property within such Park (each, a "Fee Payment"); and

WHEREAS, the County has determined to provide an annual special source revenue credit for the Project, in an amount such that the total annual Fee Payment and other tax liabilities, including any roll back tax liability, for the Project equals \$18,000 each year, beginning with the first year the Investment is placed in service, for a term of 40 years, the terms and conditions of which are more fully set forth in an agreement attached hereto as Exhibit B ("Infrastructure Credit Agreement").

NOW THEREFORE, BE IT ORDAINED, by the County Council as follows:

**Section 1. Findings.** The County hereby finds and affirms based on information provided by the Company that the Project and infrastructure will enhance the economic development of the County.

**Section 2. Authorization to Execute and Deliver Infrastructure Credit Agreement.** The County Council authorizes and directs the County Council Chairman and the Clerk to Council to execute the Infrastructure Credit Agreement, which shall be in substantially the form now before the meeting at which this Ordinance received third reading, or with such modifications and revisions which shall not be materially adverse to the County and shall be deemed approved by the County Council upon the Chairman's and the Clerk to Council's execution of the Infrastructure Credit Agreement; the Clerk to County Council is further authorized and directed to deliver the executed Infrastructure Credit Agreement to the Company.

**Section 3. Inclusion and Maintenance of Project in Park III.** The County hereby authorizes the expansion of the Park III boundaries to include the Project Site, as described in Exhibit A. The County Council shall use its best efforts to ensure that the Project Site is incorporated into and remains in the Park (or a successor multi-county industrial park) for as long as the Company is located at the Project Site. Pursuant to the terms of the Park Agreement, the expansion of the Park III boundaries to include the Project Site is complete upon the adoption of this Ordinance and companion resolutions approving the expansion by Allendale, Bamberg, and Barnwell County Councils.

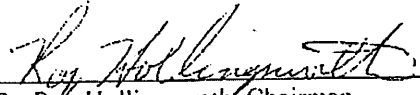
**Section 4. Further Acts.** The County Council authorizes the County Administrator, other County staff, and the County Attorney, along with any designees and agents who any of these officials deems necessary and proper, in the name of and on behalf of the County (each an "Authorized Individual") to take whatever further actions, and enter into whatever further agreements, as any Authorized Individual deems to be reasonably necessary and prudent to effect the intent of this Ordinance and induce the Company to locate the Project in the County.

**Section 5. General Repealer.** All ordinances, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed.


**Section 6. Severability.** Should any part, provision, or term of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such finding or determination shall not affect the rest and remainder of the Ordinance or any part, provision or term thereof, all of which is hereby deemed separable.

This Ordinance takes effect and is in full force only after the County Council has approved it following three readings and a public hearing.

HAMPTON COUNTY,  
SOUTH CAROLINA

  
\_\_\_\_\_  
Dr. Ray Hollingsworth, Chairman  
Hampton County Council

(SEAL)  
ATTEST:

  
\_\_\_\_\_  
Aline Newton, Clerk to Council  
Hampton County Council

**READINGS:**

First Reading:	February 21, 2017
Second Reading:	April 3, 2017
Third Reading:	May 1, 2017
Public Hearing:	May 1, 2017



## EXHIBIT A

### Description of Project Site

(A portion of a parcel of real property identified by tax map number 118-00-00-042)

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**EXHIBIT B**

**Infrastructure Credit Agreement**

**[See Attached]**