

BARNWELL COUNTY  
ORDINANCE # 2016-5-328-0

AN ORDINANCE APPROVING AN AMENDMENT TO THE EXISTING AGREEMENT FOR DEVELOPMENT OF A JOINT COUNTY INDUSTRIAL AND BUSINESS PARK BY AND AMONG BARNWELL COUNTY, SOUTH CAROLINA, ALLENDALE COUNTY, SOUTH CAROLINA AND BAMBERG COUNTY, SOUTH CAROLINA (THE "PARK AGREEMENT") TO EXTEND THE TERM OF PARK AGREEMENT WITH RESPECT TO CERTAIN PROPERTY PRESENTLY OWNED AND/OR OPERATED BY SWISS KRONO SC, LLC OR ONE OR MORE OF ITS AFFILIATES OR RELATED COMPANIES; AND AUTHORIZING OTHER RELATED MATTERS.

WHEREAS, Barnwell County, South Carolina, a political subdivision of the State of South Carolina (the "County"), acting by and through its County Council (the "Council"), Allendale County, South Carolina, a political subdivision of the State of South Carolina, acting by and through its County Council ("Allendale County"), and Bamberg County, South Carolina, a political subdivision of the State of South Carolina ("Bamberg County"), acting by and through its County Council, are authorized pursuant to Article VIII, Section 13(D) of the Constitution of the State of South Carolina and Title 4, Chapter 1 of the Code of Laws of the State of South Carolina 1976, as amended, and specifically Section 4-1-170 thereof (collectively, the "Park Act"), to develop jointly an industrial or business park with other counties within the geographical boundaries of one or more member counties; and

WHEREAS, pursuant to the Park Act, the County, Allendale County and Bamberg County entered into that certain Agreement for Development of a Joint County Industrial and Business Park dated as of December 8, 2003, (as amended, modified, and supplemented, collectively, the "Park Agreement") whereby the County, Allendale County and Bamberg County agreed to develop a joint county industrial or business park eligible to include property located in either the County, Allendale County or Bamberg County (the "Park"); and

WHEREAS, Section 12 of the Park Agreement provides that the Park Agreement automatically terminates at the end of the calendar year which is thirty (30) years from the date of the execution of the Park Agreement; and

WHEREAS, the County, Allendale County and Bamberg County, having determined that an extended period of time, beyond the 30-year period described above, to accommodate an expansion of certain facilities located on property owned and/or operated by Swiss Krono SC, LLC, a limited liability company organized and existing under the laws of the State of South Carolina, or one or more of its affiliates or related companies, currently located in the Park as described on **Exhibit A** hereto, would promote economic development and thus provide additional employment and investment opportunities within said counties, have agreed to enter into an Amendment of the Agreement for Development of a Joint County Industrial and Business Park (the "Amendment") to effect such matter, as set forth in greater detail in the form of the Amendment which is presented to this meeting, and which Amendment is to be dated as of such date as the County, Allendale County and Bamberg County may agree.

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

**Section 1.** The extension of the term of the Park Agreement, as set forth in greater detail in the Amendment is hereby authorized and approved. The provisions, terms, and conditions of the Amendment presented to this meeting and filed with the Clerk to the Council are hereby approved, and all of the provisions, terms, and conditions thereof are hereby incorporated herein by reference as if the Amendment were set out in this Ordinance in its entirety. The Chairman of the Council is hereby authorized, empowered, and directed to execute and deliver the Amendment in the name and on behalf of the County; the Clerk to the Council is hereby authorized, empowered and directed to attest the same; and the Chairman of the Council is further authorized, empowered, and directed to deliver the Amendment to Allendale County and Bamberg County. The Amendment 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 the County thereunder and as shall be approved by the officials of the 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 Amendment now before this meeting.

**Section 2.** All orders, resolutions, ordinances, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force immediately upon public hearing and third reading of the Council.

[End of Ordinance]

Done in meeting duly assembled this 10th day of May, 2016.

BARNWELL COUNTY, SOUTH CAROLINA



By: David Kenner  
David Kenner, Chairman, County Council of  
Barnwell County, South Carolina

Attest:

By: Kim Futrell  
Kim Futrell, Clerk to County Council,  
Barnwell County, South Carolina

First Reading: March 8, 2016  
Public Hearing: April 12, 2016  
Second Reading: April 12, 2016  
Third Reading: May 10, 2016

## EXHIBIT A

### Kronotex Property

ALL that certain piece, parcel or tract of land, with any improvements thereon, containing 342.73 acres (14,929,447 square feet) delineated and shown as Parcel "A" on an ALTA/ASCM Land Title Survey prepared for Bank of America, N.A., Kronotex U.S.A. Holdings, Inc., Kronotex SC, LLC and Fidelity National Title Insurance Company, prepared by Hussey, Gay, Bell & DeYoung, Inc. dated August 26, 2004, said tract being located in Barnwell County, near the Town of Snelling, South Carolina and more particularly described as follows:

COMMENCING at a concrete monument designated as S.R.P. 129, located at the intersection of the northern right-of-way line of Osborn Road (S.C. Hwy. No. S-6-53) and the property line of Chem Nuclear Systems, Inc., and going from said concrete monument N16°21'54" W for a distance of 1,455.87 feet to a ½" rebar located along the western right-of-way line of a service road being the point of Beginning; thence turning and running along the property line of Southern Carolina Regional Development Alliance, Inc. (S.C. Advanced Technology Park) for the following courses and distance: S59°40'28"W for a distance of 595.48 feet to a ½" rebar; thence S35°44'16"W for a distance of 476.40 feet to a ½" rebar; thence turning and running along the northern right-of-way line of Technology Drive for the following courses and distances: Along the arc of a curve for a distance of 150.67 feet, said arc or curve having a radius of 639.88 feet, the chord of said arc or curve running N62°06'05"W for a distance of 150.33 feet to a ½" rebar; thence along the arc of a curve for a distance of 1,691.92 feet, said arc or curve having a radius of 11,297.89 feet, the chord of said arc or curve running N73°08'14"W for a distance of 1,690.34 feet to a ½" rebar; thence N77°25'39"W for a distance of 861.08 feet to a ½" rebar; thence turning and running along the eastern right-of-way line of Innovation Parkway for the following courses and distances: N17°15'31"E for a distance of 316.57 feet to a ½" rebar; thence along the arc of a curve for a distance of 896.97 feet, said arc or curve having a radius of 1,999.63 feet, the chord of said arc or curve running N04°24'29"E for a distance of 889.47 feet to a ½" rebar; thence N08°26'33" W for a distance of 1,742.29 feet to a ½" rebar; thence along the arc of a curve for a distance of 794.87 feet, said arc or curve having a radius of 999.81 feet, the chord of said arc or curve running N31°13'04"W for a distance of 774.10 feet to a ½" rebar; thence turning and running along the property line of Southern Carolina Regional Development Alliance, Inc. (S.C. Advanced Technology Park) for the following courses and distances: N50°52'31"E for a distance of 1,438.08 feet to a ½" rebar; thence N81°31'57"E for a distance of 2,063.11 feet to a ½" rebar; thence turning and running along the western right-of-way line of a service road for the following courses and distances; S08°28'14"E for a distance of 2,917.41 to the Point of Beginning.

TOGETHER WITH a non-exclusive, perpetual easement and right-of-way appurtenant to the Insured Premises, over and across Technology Drive and Innovation Parkway from the Insured Premises to S.C. Highway #64 and over and across the Service Road from the Insured Premises to Osborne Road (S.C. Highway #S-6-53), as both are shown more particularly on the Referenced Plat, for the purposes of vehicular access, ingress and egress to and from the Insured Premises and S.C. Highway #64 and to the from the Insured Premises and Osborne Road.

TMS No. 22-00-00-009

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF ALLENDALE )  
COUNTY OF BAMBERG )  
COUNTY OF BARNWELL )

AMENDMENT TO AGREEMENT FOR  
DEVELOPMENT OF A JOINT COUNTY  
INDUSTRIAL AND BUSINESS PARK

This Amendment to Agreement for Development of a Joint County Industrial and Business Park (the "Amendment") is made and entered into by and among Allendale County, South Carolina ("Allendale County"), Bamberg County, South Carolina ("Bamberg County") and Barnwell County, South Carolina ("Barnwell County"), each a body politic and corporate and political subdivision of the State of South Carolina (collectively the "Counties"), and is to be effective as of the \_\_\_\_ day of \_\_\_\_\_, 2016.

WITNESSETH:

WHEREAS, Allendale County, acting by and through its County Council, Bamberg County, acting by and through its County Council, and Barnwell County, acting by and through its County Council, are authorized pursuant to Article VIII, Section 13(D) of the Constitution of the State of South Carolina and Title 4, Chapter 1 of the Code of Laws of the State of South Carolina 1976, as amended, and specifically Section 4-1-170 thereof (collectively, the "Park Act"), to develop jointly an industrial or business park with other counties within the geographical boundaries of one or more member counties; and

WHEREAS, pursuant to the Park Act, Allendale County, Bamberg County and Barnwell County entered into that certain Agreement for Development of a Joint County Industrial and Business Park dated as of December 8, 2003, (as amended, modified, and supplemented, collectively, the "Park Agreement") whereby Allendale, Bamberg County and Barnwell County agreed to develop a joint county industrial or business park eligible to include property located in either of the Counties (the "Park"); and

WHEREAS, Section 12 of the Park Agreement provides that the Park Agreement automatically terminates at the end of the calendar year which is thirty (30) years from the date of the execution of the Park Agreement; and

WHEREAS, the Counties having determined that an extended period of time, beyond the 30-year period described above, to accommodate an expansion of certain facilities located on property owned and operated by Swiss Krono SC, LLC, a limited liability company organized and existing under the laws of the State of South Carolina, or one or more of its affiliates or related companies (the "Swiss Krono Property") currently located in the Park as described on **Exhibit A** hereto, would promote economic development and thus provide additional employment and investment opportunities within said counties, have agreed to enter into an Amendment of the Agreement for Development of a Joint County Industrial and Business Park (the "Amendment") to effect such matter, as set forth in greater detail in the form of the Amendment which is presented to this meeting, and which Amendment is to be dated as of such

date as the Counties may agree.

WHEREAS, each of the Counties has authorized the execution and delivery of this Amendment by an Allendale County Council Ordinance enacted on \_\_\_\_\_, 2016, a Bamberg County Ordinance enacted on \_\_\_\_\_, 2016, and a Barnwell County Council Ordinance enacted on \_\_\_\_\_, 2016, respectively; and

NOW THEREFORE, in consideration of the mutual agreement, representations and benefits contained in this Amendment and for other good and valuable consideration, the adequacy of which is hereby acknowledged, the parties hereby agree as follows:

1. Section 12 of the Park Agreement is hereby deleted in its entirety and the following is substituted therefor, but only as to the Swiss Krono Property:

12. **Termination.** This Agreement terminates automatically at the end of the calendar year which is fifty-five (55) years from the date of the execution of the Agreement. Prior to automatic termination, the Agreement may be terminated only by concurrent ordinances of Allendale County, Bamberg County and Barnwell County, but only if the termination does not negatively impact any indebtedness incurred or proposed to be incurred which is to be repaid from the Park's fee-in-lieu of tax revenue. Notwithstanding the foregoing provisions of this Agreement or any other provision in this Agreement to the contrary, this Agreement shall not expire and may not be terminated to the extent that Barnwell County has outstanding contractual covenants, commitments or agreements to any owner or lessee of Park property, including, but not limited to, Swiss Krono SC, LLC, regarding the provision of special source revenue credits, as set forth in that certain Fee in Lieu of Tax and Incentive Agreement by and between Barnwell County and Swiss Krono SC, LLC, dated as of November 1, 2004 or that certain Fee in Lieu of Tax and Incentive Agreement by and between Barnwell County and Swiss Krono SC, LLC, dated as of April 12, 2016, each as may be amended, modified, or supplemented from time to time, or the provision of other incentives requiring inclusion of property of such owner or lessee within the boundaries of a joint county industrial or business park created pursuant to Article VIII, Section 13(D) of the South Carolina Constitution and Title 4, Chapter 1 of the Code, unless Barnwell County shall first (i) obtain the written consent of such owner or lessee and, to the extent required (ii) include the property of such owner or lessee as part of another joint county industrial or business park created pursuant to Article III, Section 13(D) of the South Carolina Constitution and Title 4, Chapter 1 of the Code, which inclusion is effective immediately upon termination of this Agreement.

2. Except as expressly amended or modified herein, the remaining terms and conditions of the Park Agreement shall remain in full force and effect.

3. In the event that any clause or provisions of this Amendment shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any of the remaining provisions hereof.

4. This Amendment may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

*[Signature page follows.]*

In WITNESS WHEREOF, the duly authorized and appointed officers of the Counties have set their hand and seals hereto to be effective as of the above written date.

ALLENDALE COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_

Name: Carl Gooding

Title: Chairman, Allendale County Council

(SEAL)

ATTEST:

By: \_\_\_\_\_

Name: Nicole Y. Gaines

Title: Clerk to Allendale County Council

BAMBERG COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_

Name: Joe Guess, Jr.

Title: Chairman, Bamberg County Council

(SEAL)

ATTEST:

By: \_\_\_\_\_

Name: Rose R. Shephard

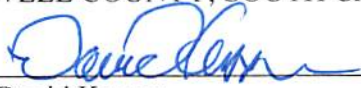
Title: Clerk to Bamberg County Council





(SEAL)

BARNWELL COUNTY, SOUTH CAROLINA

By: 

Name: David Kenner

Title: Chairman, Barnwell County Council

ATTEST:

By: 

Name: Kim Futrell

Title: Clerk to Barnwell County Council

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