

Kershaw County, South Carolina
Joint County Industrial and Business Park

ORDINANCE NO. 234.2014

AN ORDINANCE AUTHORIZING AND APPROVING (1) DEVELOPMENT OF A JOINT COUNTY INDUSTRIAL AND BUSINESS PARK PURSUANT TO SECTION 4-1-170 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED, IN CONJUNCTION WITH CHESTERFIELD COUNTY (THE "PARK"), SUCH PARK TO BE, AT THE TIME OF ITS INITIAL DEVELOPMENT, GEOGRAPHICALLY LOCATED IN CHESTERFIELD COUNTY; (2) THE EXECUTION AND DELIVERY OF A WRITTEN PARK AGREEMENT WITH CHESTERFIELD 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; (3) THE DISTRIBUTION OF REVENUES FROM THE PARK WITHIN KERSHAW COUNTY; AND (4) OTHER MATTERS RELATED THERETO.

WHEREAS, Kershaw County, South Carolina ("Kershaw County") and Chesterfield County, South Carolina ("Chesterfield 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 (the "Park"); and

WHEREAS, in order to promote economic development and thus encourage investment and provide additional employment opportunities within both of said counties, Kershaw County and Chesterfield County have agreed to develop a Park in Kershaw County and Chesterfield County to be located, at the time of its initial development, upon property located in Chesterfield County owned and/or operated by Nestlé Waters North America Inc., a corporation organized and existing under the laws of the State of Delaware, and previously identified as Project Apple; and

WHEREAS, Kershaw County and Chesterfield 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 (Nestlé Waters North America Inc. - Project Apple) proposed to be entered into by and between Kershaw County and Chesterfield County as of such date as may be agreed to by Kershaw County and Chesterfield County (the "Park Agreement"); and

WHEREAS, it appears that the Park Agreement now before this meeting is in appropriate form and is an appropriate instrument to be executed and delivered by Kershaw County for the purposes intended.

FILED FOR RECORD
2014 AUG 19 AM 10:33
CLERK OF COUNTY
KERSHAW COUNTY

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

Section 1. Approval of the Park Agreement. The form, provisions, terms and conditions of the Park Agreement now before this meeting and filed with the Clerk to Kershaw 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 the Kershaw County Council is hereby authorized and empowered to execute the Park Agreement in the name and on behalf of Kershaw County; the Clerk to the Kershaw County Council is hereby authorized and empowered to attest the same; and the Chairman of the Kershaw County Council is further authorized and empowered to deliver the Park Agreement to Chesterfield 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 Kershaw County thereunder and as shall be approved by the officials of Kershaw 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 Kershaw County Council, the County Administrator of Kershaw County, and the Clerk to the Kershaw County Council, for and on behalf of Kershaw 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 Kershaw County under and pursuant to the Park Agreement and to carry out the transactions contemplated thereby and by this Ordinance.

Section 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 Kershaw County portion of the Park, the fee paid in lieu of *ad valorem* taxes shall be paid to the Treasurer of Kershaw County. That portion of such fee allocated pursuant to the Park Agreement to Chesterfield County shall thereafter be paid by the Treasurer of Kershaw County to the Treasurer of Chesterfield County within forty-five (45) business days of receipt for distribution in accordance with the Park Agreement. With respect to properties located in the Chesterfield County portion of the Park, the fee paid in lieu of *ad valorem* taxes shall be paid to the Treasurer of Chesterfield County. That portion of such fee allocated pursuant to the Park Agreement to Kershaw County shall thereafter be paid by the Treasurer of Chesterfield County to the Treasurer of Kershaw County within forty-five (45) business days 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.

Section 3. Distribution of Revenues within Kershaw County.

(a) Revenues generated from industries and businesses located in the Kershaw County portion of the Park to be retained by Kershaw County shall be distributed within Kershaw

County in accordance with this subsection: first, to Kershaw County, the amount appropriated by Kershaw County in its annual Budget Ordinance to the Kershaw County Economic Development Office; second, to Kershaw County, on an annual basis, an amount (the amount) previously expended by Kershaw County for specific economic development projects within the Park, which amount shall be established on a yearly basis by Kershaw County in its Budget ordinance; and third, to each of the taxing entities in Kershaw County which levy an ad valorem property tax in any of the areas comprising the Park in the same percentage as is equal to that taxing entity's percentage of the millage rate being levied in the then current tax year for property tax purposes.

(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.

(c) Revenues generated from industries and businesses located in the Chesterfield County portion of the Park shall be retained by Kershaw County.

Section 4. Applicable Ordinances and Regulations. Any applicable ordinances and regulations of Kershaw County including those concerning zoning, health and safety, and building code requirements shall apply to the Park properties located in Kershaw 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 Chesterfield County including those concerning zoning, health and safety, and building code requirements shall apply to the Park properties located in Chesterfield County unless the properties are within the boundaries of a municipality in which case, the municipality's applicable ordinances and regulations shall apply.

Section 5. Law Enforcement Jurisdiction. Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park properties located in Kershaw County is vested with the Sheriff's Department of Kershaw County. Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park properties located in Chesterfield County is vested with the Sheriff's Department of Chesterfield County. If any of the Park properties located in either Kershaw County or Chesterfield County are within the boundaries of a municipality, then jurisdiction to make arrests and exercise law enforcement jurisdiction is vested with the law enforcement officials of the municipality.

Section 6. Conflicting Provisions. To the extent this ordinance contains provisions that conflict with provisions contained elsewhere in the Kershaw County Code or other Kershaw County ordinances, the provisions contained in this ordinance supersede all other provisions and this ordinance is controlling.

Section 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.

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

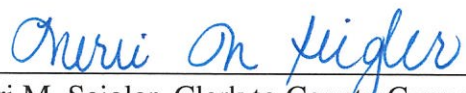
[End of Ordinance - Signature page to follow]

Enacted and approved, in meeting duly assembled, this 22nd day of July, 2014.

KERSHAW COUNTY, SOUTH CAROLINA

By: 
Kershaw County Council

ATTEST:

By: 
Merri M. Seigler, Clerk to County Council
Kershaw County, South Carolina

First reading: December 10, 2013
Second reading: April 8, 2014
Public hearing: July 22, 2014
Third reading: July 22, 2014

STATE OF SOUTH CAROLINA)
COUNTY OF CHESTERFIELD)
COUNTY OF KERSHAW)
) AGREEMENT FOR DEVELOPMENT OF A
) JOINT COUNTY INDUSTRIAL AND
) BUSINESS PARK (NESTLÉ WATERS
) NORTH AMERICA INC. - PROJECT
) APPLE)

THIS AGREEMENT for the development of a joint county industrial and business park to be located within Chesterfield County and Kershaw County is made and entered into as of [July 22], 2014, by and between Chesterfield County, South Carolina (“Chesterfield County”) and Kershaw County, South Carolina (“Kershaw County”).

RECITALS

WHEREAS, Chesterfield County and Kershaw County are contiguous counties which, pursuant to Ordinance No. 13-14-12, enacted by Chesterfield County Council on July 9, 2014, and Ordinance No. [234. 2014] enacted by Kershaw County Council on July 22, 2014, have each determined that, in order to promote economic development and thus encourage investment and provide additional employment opportunities within both of said counties, there should be developed in Chesterfield County and Kershaw County a joint county industrial and business park (the “Park”), to be located upon property more particularly described in Exhibit A (Chesterfield) and Exhibit B (Kershaw) hereto; and

WHEREAS, as a consequence of the development of the Park, property comprising the Park and all property having a situs therein is exempt from *ad valorem* taxation pursuant to Article VIII, Section 13(D) of the South Carolina Constitution, but the owners or lessees of such property shall pay annual fees in an amount equivalent to the property taxes or other in-lieu-of payments that would have been due and payable except for such exemption.

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 Chesterfield County and Kershaw County, their successors and assigns.

2. **Authorization.** Article VIII, Section 13(D) of the South Carolina Constitution 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 manner in 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 pursuant to any provision of law which measures the relative fiscal capacity of a school district to support its schools based on the

assessed valuation of taxable property in the district as compared to the assessed valuation of taxable property in all school districts in South Carolina. The Code of Laws of South Carolina, 1976, as amended (the "Code") and particularly, Section 4-1-170 thereof, satisfies the conditions imposed by Article VIII, Section 13(D) of the South Carolina 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 initially consists of property located in Chesterfield County, as more particularly described in Exhibit A (Chesterfield) hereto. It is specifically recognized that the Park may from time to time consist of non-contiguous properties within each county. The boundaries of the Park may be enlarged or diminished from time to time as authorized by ordinances of the county councils of both Chesterfield County and Kershaw County. If any property proposed for inclusion in the Park is located, at the time such inclusion is proposed, within the boundaries of a municipality, then the municipality must give its consent prior to the inclusion of the property in the Park.

(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 (Chesterfield) or a revised Exhibit B (Kershaw) which shall contain a legal description of the boundaries of the Park within Chesterfield County or Kershaw County, as the case may be, as enlarged or diminished, together with a copy of the ordinances of Chesterfield County Council and Kershaw County Council pursuant to which such enlargement or diminution was authorized.

(C) Prior to the adoption by Chesterfield County Council and by Kershaw County Council of ordinances authorizing the diminution of the boundaries of the Park, separate public hearings shall first be held by Chesterfield County Council and Kershaw County Council. Notice of such public hearings shall be published in newspapers of general circulation in Chesterfield County and Kershaw County, respectively, at least once and not less than fifteen (15) days prior to such hearing. Notice of such public hearings shall also be served in the manner of service of process at least fifteen (15) days prior to such public hearing upon the owner and, if applicable, the lessee of any real property which would be excluded from the Park by virtue of the diminution.

4. Fee in Lieu of Taxes. Pursuant to Article VIII, Section 13(D) of the South Carolina Constitution, all property located in the Park is exempt from all *ad valorem* taxation. The owners or lessees of any property situated in the Park shall pay in accordance with this Agreement an amount (referred to as fees in lieu of *ad valorem* taxes) equivalent to the *ad valorem* 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 Expenses. Chesterfield County and Kershaw County shall bear expenses incurred in connection with the Park, including, but not limited to, those incurred in the administration, development, operation, maintenance and promotion of the Park, in the following proportions:

If the property is located in the Chesterfield County portion of the Park:

A. Chesterfield County	100%
B. Kershaw County	0%

If the property is located in the Kershaw County portion of the Park:

A. Chesterfield County	0%
B. Kershaw County	100%

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

If the property is located in the Chesterfield County portion of the Park:

A. Chesterfield County	99%
B. Kershaw County	1%

If the property is located in the Kershaw County portion of the Park:

A. Chesterfield County	1%
B. Kershaw County	99%

With respect to such fees generated from properties located in the Chesterfield County portion of the Park, that portion of such fees allocated to Kershaw County shall thereafter be paid by the Treasurer of Chesterfield County to the Treasurer of Kershaw County within forty-five (45) business days of receipt for distribution. With respect to such fees generated from properties located in the Kershaw County portion of the Park, that portion of such fees allocated to Chesterfield County shall thereafter be paid by the Treasurer of Kershaw County to the Treasurer of Chesterfield County within forty-five (45) business days of receipt for distribution.

7. **Revenue Allocation within Each County.**

(A) Revenues generated by the Park through the payment of fees in lieu of *ad valorem* taxes shall be distributed to Chesterfield County and to Kershaw County, as the case may be, according to the proportions established by Section 6 of this Agreement. With respect to revenues allocable to Chesterfield County or Kershaw County by way of fees in lieu of *ad valorem* taxes generated from properties within its own boundaries (the "Host County"), such revenue shall be distributed within the Host County in the manner provided by ordinance of the county council of the Host County; provided, that (i) each taxing entity which overlaps the applicable revenue-generating portion of the Park shall receive at least some portion of the revenues generated from such revenue-generating portion, and (ii) with respect to amounts received in any fiscal year by a taxing entity, the governing body of such taxing entity shall allocate the revenues received to operations and/or debt service of such entity. Each Host 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 the Host County.

(B) Revenues allocable to Chesterfield County by way of fees in lieu of *ad valorem* taxes generated from properties located in the Kershaw County portion of the Park shall be

distributed solely to Chesterfield County. Revenues allocable to Kershaw County by way of fees in lieu of *ad valorem* taxes generated from properties located in the Chesterfield County portion of the Park shall be distributed solely to Kershaw County.

8. **Fees in Lieu of *Ad Valorem* Taxes Pursuant to Title 4 or Title 12 of the Code.** It is hereby agreed that the entry by Chesterfield County into any one or more fee in lieu of *ad valorem* tax agreements pursuant to Title 4 or Title 12 of the Code or any successor or comparable statutes (“Negotiated Fee in Lieu of Tax Agreements”), with respect to property located within the Chesterfield County portion of the Park and the terms of such agreements shall be at the sole discretion of Chesterfield County. It is further agreed that entry by Kershaw County into any one or more Negotiated Fee in Lieu of Tax Agreements with respect to property located within the Kershaw County portion of the Park and the terms of such agreements shall be at the sole discretion of Kershaw 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 to Section 59-20-20(3) of the Code, allocation of the assessed value of property within the Park to Chesterfield County and Kershaw County and to each of the taxing entities within the participating counties shall be identical to the allocation of revenue received and retained by each of the counties and by each of the taxing entities within the participating counties, pursuant to Sections 6 and 7 of this Agreement.

10. **Applicable Ordinances and Regulations.** Any applicable ordinances and regulations of Chesterfield County including those concerning zoning, health and safety, and building code requirements shall apply to the Park properties located in the Chesterfield County portion of the Park unless any such property is within the boundaries of a municipality in which case, the municipality’s applicable ordinances and regulations shall apply. Any applicable ordinances and regulations of Kershaw County including those concerning zoning, health and safety, and building code requirements shall apply to the Park properties located in the Kershaw County portion of the Park unless any such property is within the boundaries of a municipality in which case, the municipality’s applicable ordinances and regulations shall apply.

11. **Law Enforcement Jurisdiction.** Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park properties located in Chesterfield County is vested with the Sheriff’s Department of Chesterfield County. Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park properties located in Kershaw County is vested with the Sheriff’s Department of Kershaw County. If any of the Park properties located in either Chesterfield County or Kershaw County are within the boundaries of a municipality, then jurisdiction to make arrests and exercise law enforcement jurisdiction is vested with the law enforcement officials of the municipality.

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 or part of a provision of this Agreement.

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

15. **Term; Termination.** This Agreement shall extend for a term of fifteen (15) years from the effective date of this Agreement, or such later date as shall be specified in any amendment hereto. 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 Chesterfield County or Kershaw County has outstanding contractual covenants, commitments or agreements to any owner or lessee of Park property, including, but not limited to, a company identified for the time being as Project Apple, to provide, or to facilitate the provision of, special source revenue credits, including, but not limited to, those set forth in that certain Fee in Lieu of Tax and Incentive Agreement by and between Chesterfield County and Nestlé Waters North America Inc., a corporation organized and existing under the laws of the State of Delaware, and previously identified as Project Apple, dated as of July 9, 2014, as may be amended, modified, or supplemented from time to time, or 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 the Host County (as defined in Section 7(A) hereof) shall first (i) obtain the written the consent of such owner or lessee and (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.

[End of Agreement – Execution Page to Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the day and the year first above written.

CHESTERFIELD COUNTY, SOUTH CAROLINA

By: _____
J. Matthew Rivers, Chairman, County Council
Chesterfield County, South Carolina

[SEAL]

Attest:

By: _____
Betty M. Boswell, Clerk to County Council
Chesterfield County, South Carolina

KERSHAW COUNTY, SOUTH CAROLINA

By:  _____
Kershaw County Council

[SEAL]

Attest:


By:  _____
Merri M. Seigler, Clerk to County Council
Kershaw County, South Carolina

Exhibit A (Chesterfield)

Chesterfield County Property

Site 1:

ALL that certain piece, parcel or tract of land, situate, lying and being near the Town of McBee, Chesterfield County, State of South Carolina, and being a portion of that property described in Deed Book 441, at page 92 and shown on a plat prepared by Earl W. Horton dated April 24, 2007 for Alligator Rural Water and Sewer Company, Inc. and recorded in the Office of the Clerk of Court for Chesterfield County, South Carolina in Plat Volume G, at page 257; and further delineated as 60.00 Ares as shown on Plat entitled PROJECT APPLE BOTTLING FACILITY, prepared by Nesbitt Surveying, Co., Inc., dated June 18, 2014 and described as follows:

BEGINNING AT AN IRON PIN FOUND, #4 REBAR, LOCATED ON THE SOUTHEAST CORNER OF SUBJECT PROPERTY AND THAT PROPERTY CURRENTLY OWNED BY ALLIGATOR RURAL WATER AND SEWER COMPANY, INC, DESIGNATED AS TAX PARCEL 122-000-000-001, THIS BEING THE TRUE POINT OF BEGINNING, THENCE NORTH 69 DEGREES 23 MINUTES 14 SECONDS WEST FOR A DISTANCE OF 999.02' TO AN IRON PIN SET, #4 REBAR, THENCE NORTH 24 DEGREES 22 MINUTES 13 SECONDS WEST FOR A DISTANCE OF 70.68' TO AN IRON PIN SET #4 REBAR, THENCE NORTH 20 DEGREES 39 MINUTES 26 SECONDS EAST FOR A DISTANCE OF 2150.00' TO AN IRON PIN SET #4 REBAR, THENCE SOUTH 69 DEGREES 23 MINUTES 52 SECONDS EAST FOR A DISTANCE OF 1205.64' TO AN IRON PIN SET #4 REBAR, THENCE SOUTH 20 DEGREES 32 MINUTES 23 SECONDS WEST FOR A DISTANCE OF 1007.31' TO AN IRON PIN FOUND #4 REBAR, THENCE SOUTH 20 DEGREES 39 MINUTES 26 SECONDS WEST FOR A DISTANCE OF 934.09' TO AN IRON PIN FOUND #4 REBAR, THENCE NORTH 69 DEGREES 20 MINUTES WEST FOR A DISTANCE OF 158.71' TO AN IRON PIN FOUND #4 REBAR, THENCE SOUTH 20 DEGREES 40 MINUTES 34 SECONDS WEST FOR A DISTANCE OF 50.00' TO AN IRON PIN FOUND #4 REBAR, THENCE SOUTH 20 DEGREES 38 MINUTES 45 SECONDS WEST FOR A DISTANCE OF 208.97' TO AN IRON PIN FOUND #4 REBAR AND THE TRUE POINT OF BEGINNING.

TMS No. 121-000-000-018 (portion)

Site 2:

ALL that certain piece, parcel or tract of land, situate, lying and being north of the Town of McBee, Chesterfield County, State of South Carolina, designated as Tract "A" containing 331.52 acres and Tract "B" containing 62.68 acres on a survey prepared for Joyce H. Hayworth, Trustee of Thomas E. Cunningham and Janet H. Cunningham, prepared by Earl W. Horton, P.L.S., dated February 1, 2011 and recorded February 10, 2011 in the Office of the Clerk of Court for Chesterfield County, South Carolina in Plat Volume C, at page 237-A (the "Survey"); the Survey is specifically incorporated herein by reference and reference to said Survey is craved for the

particulars as to metes, courses, distances, size, shape, dimensions, measurements, bounds and boundaries.

TMS No. 074-000-000-009

Site 3:

ALL that certain piece, parcel or tract of land, situate, lying and being north of the Town of McBee, Chesterfield County, State of South Carolina, designated as Tract "A" containing 133.66 acres on a survey prepared for Ray Horton Estate by Earl W. Horton, R.L.S. dated October 26, 2001 and recorded February 13, 2002 in the Office of the Clerk of Court for Chesterfield County, South Carolina in Plat Volume C, at page 207-H (the "Survey"); the Survey is specifically incorporated herein by reference and reference to said Survey is craved for the particulars as to metes, courses, distances, size, shape, dimensions, measurements, bounds and boundaries.

SUBJECT to right of ingress and egress of a 20-foot easement for access over this property to Tracts B and C as shown on said Survey.

TMS No. 074-000-000-008

Site 4:

ALL that certain piece, parcel or tract of land, situate, lying and being north of the Town of McBee, Chesterfield County, State of South Carolina, designated as Tract "C" containing 25.00 acres on a survey prepared for Ray Horton Estate by Earl W. Horton, R.L.S. dated October 26, 2001 and recorded February 13, 2002 in the Office of the Clerk of Court for Chesterfield County, South Carolina in Plat Volume C, at page 207-H (the "Survey"); the Survey is specifically incorporated herein by reference and reference to said Survey is craved for the particulars as to metes, courses, distances, size, shape, dimensions, measurements, bounds and boundaries.

SUBJECT to right of ingress and egress of a 20-foot easement for access to this property over Tract "A" and Tract "B" as shown on said Survey.

TMS No. 074-000-000-016

Site 5:

ALL that certain piece, parcel or tract of land, situate, lying and being north of the Town of McBee, Chesterfield County, State of South Carolina, designated as Tract "B" containing 25.00 acres on a survey prepared for Ray Horton Estate by Earl W. Horton, R.L.S. dated October 26, 2001 and recorded February 13, 2002 in the Office of the Clerk of Court for Chesterfield County, South Carolina in Plat Volume C, at page 207-H (the "Survey"); the Survey is specifically incorporated herein by reference and reference to said Survey is craved for the particulars as to metes, courses, distances, size, shape, dimensions, measurements, bounds and boundaries.

SUBJECT to right of ingress and egress of a 20-foot easement for access of this property over

Tract "A" as shown on said Survey.

TMS No. 074-000-000-017

Site 6:

ALL those certain pieces, parcels, or tracts of land, together with any improvements located thereon, situate, lying and being in the County of Chesterfield, State of South Carolina, being more fully shown as Tracts 1 and 2 containing a total of 101.78 on that certain Survey prepared for Brunson Road, LLC, prepared by Earl W. Horton, R.L.S., PLS No. 14809, dated November 25, 2013 and recorded December 5, 2013 in the Office of the Clerk of Court for Chesterfield County, South Carolina in Plat Volume C, at page 240-G, which survey is specifically incorporated herein by reference and reference to the survey is craved for the particulars as to, without limitation, metes, courses, distances, size, shape, dimensions, measurements, bounds and boundaries.

TMS No. 074-000-000-007

Site 7:

ALL that certain piece, parcel or tract of land containing 105 acres, more or less, situate, lying and being on both sides of South Carolina State Highway No. 151, approximately ten miles South of the Town of Jefferson, in Chesterfield County, South Carolina, and being bounded, now or formerly, as follows: On the North by lands of Roberts, the lands of James R. Huggins, the lands of James T. Garrison and the lands of Willie Huggins; on the East by the lands of U.S. Government; on South by the lands of Lennie Middleton, Jr., et al and on the West by Lynches River.

LESS AND EXCEPTING from the above-referenced 105 acres, that certain 1.409 acres conveyed to the South Carolina Department of Transportation by deed from Charlotte F. Middleton and Ann M. Sigmon dated November 29, 1996 and recorded January 14, 1997 and in the Office of the Clerk of Court for Chesterfield County, South Carolina in Book 355, at page 1202 and by deed from Charlene H. Hill and Tammy M. Wolfe dated December 2, 1996 and recorded January 14, 1997 in said Office in Book 355, at page 1204.

TMS No. 074-000-00-006

Site 8:

ALL that certain piece, parcel or lot of land containing 3.977 acres, situate, lying and being approximately five miles northwest of the Town of McBee, in the County of Chesterfield, State of South Carolina; and having such shape, metes, boundaries, courses and distances as more particularly shown and delineated on that certain boundary survey prepared for Brunson Road, LLC, by Kenneth A. Johnson, R.L.S. No. 7879, dated June 27, 2013 and recorded July 24, 2013 in the Office of the Clerk of Court for Chesterfield County, South Carolina in Plat Volume L, at page 94, which boundary survey is specifically incorporated herein by reference and reference to the

boundary survey is craved for the particulars as to, without limitation, metes, courses, distances, size, shape, dimensions, measurements, bounds and boundaries.

TMS No. 073-000-000-011

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Exhibit B (Kershaw)

Kershaw County Property

None.

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