

**ORDINANCE NUMBER 24-07**

**AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDMENT TO THAT CERTAIN JULY 11, 2022 FEE AGREEMENT BY AND BETWEEN RW FRANCHISE STREET INDUSTRIAL OWNER, LLC (THE “COMPANY”) AND DORCHESTER COUNTY, WHEREBY DORCHESTER COUNTY WILL ENTER INTO A FEE-IN-LIEU OF TAX ARRANGEMENT WITH THE COMPANY COVERING MULTIPLE PARCELS OF PROPERTY IN DORCHESTER COUNTY AND PROVIDING FOR PAYMENT BY THE COMPANY OF CERTAIN FEES-IN-LIEU OF *AD VALOREM* TAXES; AND OTHER MATTERS RELATING THERETO.**

WHEREAS, Dorchester County, South Carolina (the “County”) entered into a Fee Agreement with the Company dated July 11, 2022 (such agreement, the “Original FILOT Agreement”), in order to induce the Company to make a capital investment in the County;

WHEREAS, the County, acting by and through its County Council (the “County Council”) is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 of the Code of Laws of South Carolina 1976, as amended (the “FILOT Act”), to designate real and tangible personal property as “economic development property” as defined the FILOT Act and to enter into an arrangement which provides for payments-in-lieu of taxes for a project qualifying under the FILOT Act;

WHEREAS, the County, acting by and through the County Council, is further authorized and empowered under and pursuant to the provisions of Title 4, Chapter 1 of the Code of Laws of South Carolina 1976, as amended (the “MCIP Act”) to provide for payments-in-lieu of taxes with respect to property located in a multi-county business or industrial park created under the MCIP Act; and to create, in conjunction with one or more other counties, a multi-county park in order to afford certain enhanced tax credits to such projects;

WHEREAS, in connection with the Company’s investment in the County, the Company now desires to expand the Project (as defined in the Original FILOT Agreement) to include additional real property located in the County (the “New Property”), said New Property being more particularly described in Exhibit A to that certain First Amendment to Fee Agreement by and between the County and the Company (the “First Amendment”) attached hereto as Exhibit 1;

WHEREAS, the real property identified in Exhibit A of the Original FILOT Agreement (the “Original Property”) is located within the City of North Charleston and the New Property is located in unincorporated Dorchester County;

WHEREAS, the Company and the County desire to amend the Original FILOT Agreement to: (a) add the New Property to the Original FILOT Agreement; and (b) specify the applicable millage rate to the Original Property and the New Property; and

WHEREAS, it is in the public interest, for the public benefit and in furtherance of the public purposes of the FILOT Act and the MCIP Act that the County Council provide approval for (a) the addition of the New Property to the Original FILOT Agreement, and (b) the amendment of

the definition of “Project Millage Rate” in the Original FILOT Agreement, all as more fully set forth in the First Amendment attached hereto as Exhibit 1;

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

Section 1. The County Council hereby approves the addition of the New Property to the Original FILOT Agreement and the amendment of the definition of “Project Millage Rate” in the Original FILOT Agreement, all as more fully set forth in the First Amendment attached hereto as Exhibit 1.

Section 2. The form, terms and provisions of the First Amendment presented to this meeting and filed with the Clerk of the County Council be and hereby are approved, and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if such First Amendment were set out in this Ordinance in its entirety. The Chair of the County Council and the Clerk of the County Council be and they are hereby authorized, empowered and directed to execute, acknowledge and deliver the First Amendment in the name and on behalf of the County, and thereupon to cause the First Amendment to be delivered to the Company and performed by the County. The First Amendment is to be in substantially the form now before this meeting and hereby approved, or with any changes thereto as shall not materially adversely affect the rights of the County thereunder and as shall be approved by the County Attorney and the officials of the County executing the same, their execution thereof to constitute conclusive evidence of their approval of all changes therein from the form of the First Amendment now before this meeting.

Section 3. Miscellaneous.

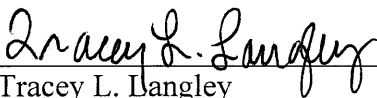
- (a) The Chair of County Council and all other appropriate officials of the County are hereby authorized to execute, deliver and receive any other agreements and documents as may be required by the County in order to carry out, give effect to and consummate the transactions authorized by this Ordinance;
- (b) This Ordinance shall be construed and interpreted in accordance with the laws of the State of South Carolina;
- (c) This Ordinance shall become effective immediately upon approval following third reading by the County Council;
- (d) The provisions of this Ordinance are hereby declared to be severable and if any section, phrase or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, that declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder; and
- (e) All ordinances, resolutions and parts thereof in conflict herewith are, to the extent of the conflict, hereby repealed.

*[Signature Page to Follow]*

**DORCHESTER COUNTY, SOUTH CAROLINA**

By:   
S. Todd Friddle  
Chair of County Council

ATTEST:

  
Tracey L. Langley  
Clerk to County Council

First Reading: November 6, 2023  
Second Reading: December 4, 2023  
Public Hearing: December 4, 2023  
Third Reading: February 5, 2024

**Exhibit 1**

**AMENDMENT TO FEE AGREEMENT**

This **AMENDMENT TO FEE AGREEMENT** (this “First Amendment”) is dated as of January 22, 2024 (the “Effective Date”) by and between **DORCHESTER COUNTY, SOUTH CAROLINA**, a body politic and corporate and a political subdivision of the State of South Carolina (the “County”), and **RW FRANCHISE STREET INDUSTRIAL OWNER, LLC**, a Georgia limited liability company (the “Company”).

WHEREAS, the County entered into a Fee Agreement with the Company dated July 11, 2022 (such agreement, the “Original FILOT Agreement”), in order to induce the Company to make a capital investment in the County;

WHEREAS, the County, acting by and through its County Council (the “County Council”) is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 of the Code of Laws of South Carolina 1976, as amended (the “FILOT Act”), to designate real and tangible personal property as “economic development property” as defined in the FILOT Act and to enter into an arrangement which provides for payments-in-lieu of taxes for a project qualifying under the FILOT Act;

WHEREAS, the County, acting by and through the County Council, is further authorized and empowered under and pursuant to the provisions of Title 4, Chapter 1 of the Code of Laws of South Carolina 1976, as amended (the “MCIP Act”) to provide for payments-in-lieu of taxes with respect to property located in a multi-county business or industrial park created under the MCIP Act; and to create, in conjunction with one or more other counties, a multi-county park in order to afford certain enhanced tax credits to such projects;

WHEREAS, in connection with the Company’s investment in the County, the Company now desires to expand the Project (as defined in the Original FILOT Agreement) to include additional real property located in the County (the “New Property”), said New Property being more particularly described in Exhibit A to this First Amendment;

WHEREAS, the real property identified in Exhibit A of the Original FILOT Agreement (the “Original Property”) is located within the City of North Charleston and the New Property is located in unincorporated Dorchester County;

WHEREAS, the Company and the County desire to amend the Original FILOT Agreement to: (a) add the New Property to the Original FILOT Agreement; and (b) specify the applicable millage rate to the Original Property and the New Property; and

WHEREAS, it is in the public interest, for the public benefit and in furtherance of the public purposes of the FILOT Act and the MCIP Act that the County agree to amend the Original FILOT Agreement to: (a) add the New Property to the Original FILOT Agreement; and (b) specify the applicable millage rate to the Original Property and the New Property, all as more fully set forth herein;

**NOW, THEREFORE**, in consideration of the respective representations and agreements hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the Company hereby agree as follows:

1. The description of the Land (as defined in the Original FILOT Agreement) set forth in Exhibit A to the Original FILOT Agreement is hereby amended and restated in its entirety as set forth in Exhibit A to this First Amendment.
2. Section 1.02 of the Original FILOT Agreement is hereby amended to add the following definitions:

*“New Property”* shall mean the property described as the “New Property” in Exhibit A (as amended pursuant to the Amendment to Fee Agreement).

*“Original Property”* shall mean the property described as the “Original Property” in Exhibit A (as amended pursuant to the Amendment to Fee Agreement).

3. The definition of “Project Millage Rate” in the Original FILOT Agreement is hereby amended and restated in its entirety as follows:

*“Project Millage Rate”* shall mean: (a) with respect to the Original Property, a millage rate of 434.7 mills; and (b) with respect to the New Property, a millage rate of 360.9 mills.

4. This First Amendment may be executed in counterparts, each of which may be executed separately, but which together shall constitute one and the same document.
5. Except as specifically amended pursuant to this First Amendment, the Original FILOT Agreement shall remain unchanged and in full force and effect.


(Signature Pages Follow)

IN WITNESS THEREOF, the County, acting by and through the County Council, has caused this First Amendment to be executed in its name and behalf by the Chair of County Council and to be attested by the Clerk to County Council; and the Company has caused this First Amendment to be executed by its duly authorized officer, all as of the Effective Date.

**DORCHESTER COUNTY, SOUTH CAROLINA**

By:   
S. Todd Friddle  
Chair of County Council

ATTEST:

  
Tracey L. Langley  
Clerk to County Council

(Company Signature Page Follows)

RW FRANCHISE STREET INDUSTRIAL  
OWNER, LLC, a Georgia limited liability  
company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## Exhibit A

### Land

#### *Original Property*

ALL that certain piece, parcel or tract of land, together with any improvements thereon, situate, lying, and being in the City of North Charleston, County of Dorchester, State of South Carolina, being shown and designated as "RESIDUAL TRACT A2 & A3", containing 52.47 acres, more or less, on that certain plat entitled, "PLAT OF TFIE SUBDIVISION OF TRACT A2 & A3 (92.02 Ac.) TMS# 181-00-00-106 TO CREATE TRACT A4 (39.55 Ac.) AND RESIDUAL TRACT A2 & A3 (52.47 Ac.) CITY OF NORTH CHARLESTON DORCHESTER COUNTY, SOUTH CAROLINA prepared for and owned by THE WHITFIELD COMPANY, LLC" prepared by F. Elliotte Quinn, S.C.P.L.S. No. 10292, of Thomas & Hutton Engineering Co., dated December 8, 2021, last revised December 20, 2021, and recorded December 29, 2021, in the office of the Register of Deeds for Dorchester County as Instrument Nos. 2021041572 - 2021041573, in Plat Book N at Page 55-55; said tract having such size, shape, dimensions, buttings and boundings as will by reference to said plat more fully and at large appear.

For information only: TMS No.: 181-00-00-106.000

#### *New Property*

ALL THAT LOT, TRACT OR PARCEL OF LAND, WITH IMPROVEMENTS THEREON, SITUATE, LYING AND BEING IN DORCHESTER COUNTY, SOUTH CAROLINA, AND BEING KNOWN AND DESIGNATED AS LOT 15, BLOCK B, ON PLAT OF DORCHESTER INDUSTRIAL PARK, THAT PLAT SHOWING BLOCK A, LOTS 17 THROUGH 20, BLOCKS B, C AND D, SAID PLAT PREPARED BY DAVIS & FLOYD, INC, DATED MARCH 17, 1981, AND RECORDED IN THE ROD OFFICE OF DORCHESTER COUNTY, SOUTH CAROLINA, IN PLAT BOOK D, PAGES 121-122, TO WHICH PLAT REFERENCE IS HEREBY MADE FOR A MORE PARTICULAR DESCRIPTION OF SAID PROPERTY.

For information only: TMS # 181-04-04-002.000



## AMENDMENT TO FEE AGREEMENT

This **AMENDMENT TO FEE AGREEMENT** (this “First Amendment”) is dated as of February 05, 2024 (the “Effective Date”) by and between **DORCHESTER COUNTY, SOUTH CAROLINA**, a body politic and corporate and a political subdivision of the State of South Carolina (the “County”), and **RW FRANCHISE STREET INDUSTRIAL OWNER, LLC**, a Georgia limited liability company (the “Company”).

WHEREAS, the County entered into a Fee Agreement with the Company dated July 11, 2022 (such agreement, the “Original FILOT Agreement”), in order to induce the Company to make a capital investment in the County;

WHEREAS, the County, acting by and through its County Council (the “County Council”) is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 of the Code of Laws of South Carolina 1976, as amended (the “FILOT Act”), to designate real and tangible personal property as “economic development property” as defined in the FILOT Act and to enter into an arrangement which provides for payments-in-lieu of taxes for a project qualifying under the FILOT Act;

WHEREAS, the County, acting by and through the County Council, is further authorized and empowered under and pursuant to the provisions of Title 4, Chapter 1 of the Code of Laws of South Carolina 1976, as amended (the “MCIP Act”) to provide for payments-in-lieu of taxes with respect to property located in a multi-county business or industrial park created under the MCIP Act; and to create, in conjunction with one or more other counties, a multi-county park in order to afford certain enhanced tax credits to such projects;

WHEREAS, in connection with the Company’s investment in the County, the Company now desires to expand the Project (as defined in the Original FILOT Agreement) to include additional real property located in the County (the “New Property”), said New Property being more particularly described in Exhibit A to this First Amendment;

WHEREAS, the real property identified in Exhibit A of the Original FILOT Agreement (the “Original Property”) is located within the City of North Charleston and the New Property is located in unincorporated Dorchester County;

WHEREAS, the Company and the County desire to amend the Original FILOT Agreement to: (a) add the New Property to the Original FILOT Agreement; (b) specify the applicable millage rate to the Original Property and the New Property; and (c) clarify other aspects of the relationship between the Company and the County; and

WHEREAS, it is in the public interest, for the public benefit and in furtherance of the public purposes of the FILOT Act and the MCIP Act that the County agree to amend the Original FILOT Agreement to: (a) add the New Property to the Original FILOT Agreement; (b) specify the applicable millage rate to the Original Property and the New Property, and (c) clarify the tax status of the Original Property and the New Property, all as more fully set forth herein;

**NOW, THEREFORE**, in consideration of the respective representations and agreements hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the Company hereby agree as follows:

1. The description of the Land (as defined in the Original FILOT Agreement) set forth in Exhibit A to the Original FILOT Agreement is hereby amended and restated in its entirety as set forth in Exhibit A to this First Amendment.
2. Section 1.02 of the Original FILOT Agreement is hereby amended to add the following definitions:

“*New Property*” shall mean the property described as the “New Property” in

Exhibit A (as amended pursuant to the Amendment to Fee Agreement).

“*Original Property*” shall mean the property described as the “Original Property” in Exhibit A (as amended pursuant to the Amendment to Fee Agreement).

3. The definition of “Project Millage Rate” in the Original FILOT Agreement is hereby amended and restated in its entirety as follows:

“*Project Millage Rate*” shall mean: (a) with respect to the Original Property, a millage rate of 434.7 mills; and (b) with respect to the New Property, a millage rate of 360.9 mills.

4. Add section 12.14 to the Original FILOT Agreement, which shall read as follows:

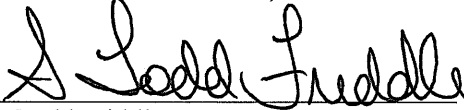
“Section 12.14. Property Tax Status/Payment. Nothing in this Agreement to the contrary withstanding, (a) all property (regardless of the nature of such property) of any Co-Investor shall be subject to either: (i) *ad valorem* property taxes, or (ii) the FILOT, and (b) the applicable Co-Investor shall make payments arising out of or relating to the same.

5. For purposes of this First Amendment, the Administration Expenses shall be not to exceed \$10,000.
6. This First Amendment may be executed in counterparts, each of which may be executed separately, but which together shall constitute one and the same document.
7. Except as specifically amended pursuant to this First Amendment, the Original FILOT Agreement shall remain unchanged and in full force and effect.

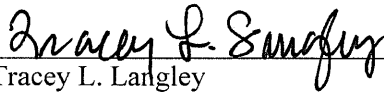
(ONE SIGNATURE PAGE AND ONE EXHIBIT FOLLOW)  
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IN WITNESS THEREOF, the County, acting by and through the County Council, has caused this First Amendment to be executed in its name and behalf by the Chair of County Council and to be attested by the Clerk to County Council; and the Company has caused this First Amendment to be executed by its duly authorized officer, all as of the Effective Date.

**DORCHESTER COUNTY, SOUTH CAROLINA**

By:   
S. Todd Friddle  
Chair of County Council

ATTEST:

  
Tracey L. Langley  
Clerk to County Council

RW FRANCHISE STREET INDUSTRIAL  
OWNER, LLC, a Georgia limited liability  
company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Exhibit A**  
**Land**

***Original Property***

ALL that certain piece, parcel or tract of land, together with any improvements thereon, situate, lying, and being in the City of North Charleston, County of Dorchester, State of South Carolina, being shown and designated as "RESIDUAL TRACT A2 & A3", containing 52.47 acres, more or less, on that certain plat entitled, "PLAT OF THE SUBDIVISION OF TRACT A2 & A3 (92.02 Ac.) TMS# 181-00-00-106 TO CREATE TRACT A4 (39.55 Ac.) AND RESIDUAL TRACT A2 & A3 (52.47 Ac.) CITY OF NORTH CHARLESTON DORCHESTER COUNTY, SOUTH CAROLINA prepared for and owned by THE WHITFIELD COMPANY, LLC" prepared by F. Elliotte Quinn, S.C.P.L.S. No. 10292, of Thomas & Hutton Engineering Co., dated December 8, 2021, last revised December 20, 2021, and recorded December 29, 2021, in the office of the Register of Deeds for Dorchester County as Instrument Nos. 2021041572 - 2021041573, in Plat Book N at Page 55-55; said tract having such size, shape, dimensions, buttings and boundings as will by reference to said plat more fully and at large appear.

For information only: TMS No.: 181-00-00-106.000

***New Property***

ALL THAT LOT, TRACT OR PARCEL OF LAND, WITH IMPROVEMENTS THEREON, SITUATE, LYING AND BEING IN DORCHESTER COUNTY, SOUTH CAROLINA, AND BEING KNOWN AND DESIGNATED AS LOT 15, BLOCK B, ON PLAT OF DORCHESTER INDUSTRIAL PARK, THAT PLAT SHOWING BLOCK A, LOTS 17 THROUGH 20, BLOCKS B, C AND D, SAID PLAT PREPARED BY DAVIS & FLOYD, INC, DATED MARCH 17, 1981, AND RECORDED IN THE ROD OFFICE OF DORCHESTER COUNTY, SOUTH CAROLINA, IN PLAT BOOK D, PAGES 121-122, TO WHICH PLAT REFERENCE IS HEREBY MADE FOR A MORE PARTICULAR DESCRIPTION OF SAID PROPERTY.

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