



provide additional employment and investment opportunities within said County and Greenwood County, desires to enlarge the boundaries of the Park to include therein certain property, as described in greater detail on the attached **Exhibit A** located in Newberry County; and

WHEREAS, pursuant to an Inducement Resolution dated as of December 6, 2023, the County authorized the negotiation of an agreement providing for fee in lieu of tax payments; and

WHEREAS, the Company has caused to be prepared and presented to this meeting the form of the Fee Agreement by and between the County and the Company (the “Fee Agreement”), which provides for fee in lieu of tax payments utilizing a 6% assessment ratio for a period of 30 years for the Project or each component thereof placed in service during the initial investment period and any investment period extension to which the County and the Company agree and the issuance special source revenue credits as further described therein; and

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

NOW, THEREFORE, BE IT ORDAINED by the County Council in a meeting duly assembled as follows:

Section 1. In order to promote industry, develop trade, and utilize and employ the manpower, products, and natural resources of the State of South Carolina by assisting the Company to expand or locate an industrial facility in the State of South Carolina, the Fee Agreement is hereby authorized, ratified, and approved.

Section 2. Based solely on information supplied by the Company, it is hereby found, determined, and declared by the County Council, as follows:

- (a) The Project will constitute a “project” as said term is referred to and defined in the Act, and the County’s actions herein will subserve the purposes and in all respects conform to the provisions and requirements of the Act.
- (b) The Project and the payments in lieu of taxes set forth herein are beneficial to the County, and the County has evaluated the Project based upon all criteria prescribed by law, including the anticipated dollar amount and nature of the investment to be made and the anticipated costs and benefits to the County.
- (c) The Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally.
- (d) The Project gives rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either.

- (e) The purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes.
- (f) The inducement of the location or expansion of the Project within the County and State is of paramount importance.
- (g) The benefits of the Project to the public will be greater than the costs.

Section 3. The form, terms, and provisions of the Fee Agreement presented to this meeting are hereby approved, and all of the terms, provisions, and conditions thereof are incorporated herein by reference as if the Fee Agreement were set out in this Ordinance in its entirety. The Chairman of the County Council and/or the County Administrator are authorized, empowered, and directed to execute, acknowledge, and deliver the Fee Agreement in the name of and on behalf of the County, and thereupon to cause the Fee Agreement to be delivered to the Company. The Fee Agreement is to be in substantially the form now before this meeting and hereby approved, with such changes therein as shall not be materially adverse to the County and as shall be approved by the officials of the County executing the same, upon the advice of Counsel to the County, such official's execution thereof to constitute conclusive evidence of such official's approval of any and all changes or revisions therein from the form of the Fee Agreement now before this meeting.

Section 4. The enlargement of the boundaries of the Park, and the granting of an extended period of time for inclusion of the property as described in **Exhibit A** in the Park, is hereby authorized and approved. The Chair, the acting County Administrator and the Clerk to County Council are each authorized to execute such documents and take such further actions as may be necessary to complete the expansion of the Park boundaries. Pursuant to the terms of the agreement governing the Park ("Park Agreement"), the expansion of the Park's boundaries and the amendment to the Park Agreement is complete on adoption of this Ordinance by County Council and delivery of this Ordinance to the Clerk to County Council of Greenwood County, South Carolina.

Section 5. The Chairman of the County Council and/or the County Administrator, for and on behalf of the County, are hereby authorized and directed to do any and all things necessary to effect the execution and delivery of the Fee Agreement and the performance of all obligations of the County under and pursuant to the Fee Agreement.

Section 6. The provisions of this Ordinance are hereby declared to be separable, and if any section, phrase, or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases, and provisions hereunder.

Section 7. 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 from and after its passage and approval.



**EXHIBIT A**  
**DESCRIPTION OF PROPERTY**

All my undivided right, title, and interest in an to all that piece, parcel or tract of land containing four hundred fifty-one and three-fourths (451 <sup>3</sup>/<sub>4</sub>) acres, more or less, situate, lying and being in Tax District No. 3, formerly School District No. 49, State and County aforesaid, on U.S. Highway 76 between Newberry and Clinton, about twelve miles northwest of the City of Newberry, and being more particularly described on a plat made by F. W. Higgins, Surveyor, dated August 2, 1923, and being bounded, now or formerly, as follows: on the north by lands of J. A. Dominick and Mrs. Kate Smith, on the east by lands of W. B. Halfacre, Davis Brothers, Misses Sara and Margaret Gary and Mrs. Hattie G. Kennerly, on the south by Champion Papers, Inc., and on the west by lands of Misses Sara and Margaret Gary, M. W. Oxner and J. A. Dominick. This is the identical tract of land conveyed to Helen B. Brockenbrough by Deed of George H. Brockenbrough dated May 15, 1943, and now recorded in the Office of the Clerk of Court for Newberry County in Deed Book 51 at Page 245.

**LESS AND EXCEPT:** All that piece, parcel or tract of land, with the improvements thereon, situate, lying and being in Tax District No. 2, County of Newberry, State of South Carolina, containing forty-two (42) acres, more or less, being all of our land lying North of U.S. 76, the same being bounded on the Northwest by lands of William T. and Carol Dukes, on the Northeast and Southeast by lands of E. W. Longshore and on the Southwest by U. S. Highway 76.

Derivation: This being the same property conveyed to George H. Brockenbrough (for and during his lifetime only with remainder to be conveyed to George B. Brockenbrough) and George B. Brockenbrough by Deed of Helen B. Brockenbrough, dated August 13, 1962, and recorded in the Office of the Clerk of Court for Newberry County, South Carolina in Deed Book 80 at Page 445. Subsequently, George H. Brockenbrough deceased on April 24, 1963.

Tax Map Number: 131-1