

ORDINANCE

AN ORDINANCE AUTHORIZING, PURSUANT TO CHAPTER 44 OF TITLE 12 AND CHAPTER 1 OF TITLE 4, SOUTH CAROLINA CODE OF LAWS, 1976, AS AMENDED, (1) THE EXECUTION AND DELIVERY OF A FEE AGREEMENT BETWEEN LEXINGTON COUNTY, SOUTH CAROLINA AND MICHELIN NORTH AMERICA, INC., INCLUDING THE PROVISION OF CERTAIN SPECIAL SOURCE REVENUE CREDITS; (2) THE CONTINUED BENEFITS OF A MULTI-COUNTY INDUSTRIAL AND BUSINESS PARK TO BE MADE AVAILABLE TO THE PROJECT; AND (3) OTHER MATTERS RELATING THERETO.

WHEREAS, Lexington County, South Carolina (the “County”), a public body corporate and politic under the laws of the State of South Carolina has, by an Inducement Resolution adopted on December 10, 2024 (the “Inducement Resolution”), taken official action to identify the project (as defined below) for purposes of applicable fee-in-lieu of taxes statutes and otherwise;

WHEREAS, the County desires to enter into a fee agreement (the “Fee Agreement”) with Michelin North America, Inc. (collectively, the “Company”), which shall provide for payments of fees-in-lieu of taxes for a project qualifying under the provisions of Title 12, Chapter 44 of the Code of Laws of South Carolina 1976, as amended (the “Act”);

WHEREAS, the County and the Company desire to enter into a Fee Agreement concerning a facility in the County which will consist of certain personal property including all equipment, furnishings and other personal property required by the Company and any and all activities relating thereto (which properties constitute a project under the Act and are referred to herein as the “Project”). The Project is expected to provide significant economic benefits to the County and surrounding areas. In order to induce the Company to locate the Project in the County, the County has agreed to charge a fee-in-lieu of taxes with respect to the Project and otherwise make available to the Company the benefits intended by the Act;

WHEREAS, Lexington County Council (the “County Council”) has caused to be prepared and presented to the County Council the Fee Agreement between the County and the Company, which the County shall execute and deliver;

WHEREAS, as further inducement to the Company, the County will continue to include the subject property identified hereto on **Exhibit A** in an existing Multi-County Industrial Park created by that certain Multi-County Industrial and Business Park Agreement dated December 11, 1995 and all amendments thereto between the County and Calhoun County, South Carolina, which will include the site of the Company’s property that is subject to Fee Agreement (the “MCIP”) under the provisions of Article VIII, Section 13 of the Constitution of the State of South Carolina of 1895, as amended (the “State Constitution”), and Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended (collectively, the “MCIP Law”);

WHEREAS, it appears that the documents above referred to are appropriate instruments to be executed and delivered or approved by the County for the purposes intended;

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

Section 1. Pursuant to the Act and particularly Section 12-44-40(H) and (I) thereof, the County Council has made and hereby makes the following findings:

(a) The Project constitutes a “project” as said term is referred to and defined in Section 12-44-30 of the Act;

(b) It is anticipated that the Project will benefit the general public welfare of the County by providing services, employment and other public benefits not otherwise adequately provided locally;

(c) The purposes to be accomplished by the Project are proper governmental and public purposes;

(d) It is anticipated that the cost of planning, designing, acquiring, constructing and completing the Project will require expenditures of not less than \$159 million of which will qualify for the Fee Agreement.

(e) The benefits of the Project to the public are greater than the costs to the public;

(f) Neither the Project nor any documents or agreements entered into by the County in connection therewith will give rise to any pecuniary liability of the County or incorporated municipality or to any charge against its general credit or taxing power; and

(g) Having evaluated the purposes to be accomplished by the Project as proper governmental and public purposes, the anticipated dollar amount and nature of the investment to be made, and the anticipated costs and benefits to the County, the County has determined that the Project is properly classified as economic development property.

Section 2. In order to promote industry, develop trade and utilize the manpower, agricultural products and natural resources of the State, the form, terms and provisions of the Fee Agreement which is attached hereto and shall be executed and filed with the Clerk to County Council and which comply with the terms of the aforementioned Inducement Resolution are hereby approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Fee Agreement was set out in this Ordinance in its entirety. The Chair of County Council and the Clerk to County Council are hereby authorized, empowered and directed to execute, acknowledge and deliver the Fee Agreement to the Company.

Section 3. The Chair of County Council and the Clerk to County Council, for and on behalf of the County, are hereby each authorized and directed to do any and all things necessary to effect the execution and delivery of the Fee Agreement in a form substantially identical to the terms

contemplated herein and the performance of all obligations of the County under and pursuant to the Fee Agreement.

Section 4. The continuation of the property identified in Exhibit A to the Multi-County Industrial and Business Park with Calhoun County is hereby approved.

Section 5. This Ordinance shall be construed and interpreted in accordance with the laws of the State of South Carolina.

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.

DONE, RATIFIED AND ADOPTED this ____ day of _____, ____.

LEXINGTON COUNTY, SOUTH CAROLINA

M. Todd Cullum, Chairman
Lexington County Council

ATTEST:

By: _____
Jessica C. Hendrix, Clerk to Council
Lexington County Council

First Reading: December 10, 2024
Second Reading: _____
Public Hearing: _____
Third Reading: _____

**EXHIBIT A
SITE
LEGAL DESCRIPTION**

PARCEL 1:

ALL that certain piece, parcel or lot of land situate, lying and being on the northern side of Two Notch Road (S.C. Road S-32-70) in the County of Lexington, State of South Carolina, containing 213.85 acres, more or less, as shown on plat of survey of property of Michelin Tire Corporation dated March 30, 1979, by John A. Simmons, R.L.S., and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin in the center of the intersection of Two Notch Road (S.C. Road S-32-70) and Long's Pond Road (S.C. Road S-32-204) and running thence with the center of Long's Pond Road N. 1-18 W. 1,400 feet to a nail; thence continuing with the center of said road as follows: N. 2-33 W. 100 feet to a nail; N. 7-35 W. 100 feet to a nail, N. 13-36 W. 100 feet to a nail, N. 19-56 W. 100 feet to a nail, N. 25-42 W. 100 feet to a nail, N. 29-43 W. 65 feet to a nail, and N. 30-54 642.83 feet to a nail at the intersection of said road with the right-of-way of the Southern Railway Company; thence running with the right-of-way of said Southern Railway as follows: N. 65-03 E. 184.76 feet to an iron pin, N. 66-13 E. 200 feet to an iron pin; N. 67-13 E. 200 feet to an iron pin, N. 68-07 E. 200 feet to an iron pin, N. 68-56 E. 200 feet to an iron pin, N. 70-00 E. 200 feet to an iron pin, N. 71-03 E. 200 feet to an iron pin, N. 72-08 E. 141 feet to an iron pin, N. 72-31 E. 2,159.81 feet to an old concrete monument at the corner of property now or formerly belonging to Owens Industrial Products, Inc.; thence leaving said railroad right-of-way and running S. 55-36 E. 1,291.72 feet to an old iron pin; thence S. 48-12 W. 552.96 feet to an old iron pin; thence S. 25-26 E. 630.52 feet to a nail in the center of Two Notch Road; thence with the center of Two Notch Road as follows: S. 58-36 W. 2,486.98 feet to a nail, S. 60-41 W. 100 feet to a nail, S. 64-21 W. 100 feet to a nail, S. 66-56 W. 100 feet to a nail, S. 69-48 W. 135 feet to a nail, S. 70-47 W. 670 feet to a nail, S. 68-44 W. 200 feet to a nail, S. 66-00 W. 200 feet to a nail, and S. 64-03 W. 411-4 feet to a nail in the center of the intersection of Two Notch Road with Long's Pond Road, the point of beginning.

TMS#s 006400-02-001; 006400-02-018; 006400-02-019; 006400-02-020; 006400-02-022; 006400-02-024; 006400-02-025; 006400-02-026; 006400-02-027; 006400-02-028; 006400-02-036; 006400-02-039

PARCEL 2:

All that certain piece, parcel or tract of land, situate, lying and being on the northwestern side of Two Notch Road in the County of Lexington, State of South Carolina, containing 10.755 acres, more or less, and having according to plat of survey entitled, "ALTA/ACSM Land Title Survey for Michelin North America, Inc. and Fisher Tank Company" prepared by Freeland & Associates, Inc., dated September 24, 2008, last revised June 10, 2009 and recorded on June 17, 2009 in the Office of the Register of Deeds for Lexington County, South Carolina in Plat Book 13672 at Page 85, the following metes and bounds to wit: Beginning at an iron pin located on the northwestern right-of-way of SC Highway 70 (Two Notch Road 66'; right-of-way) and being the common corner of Owen Industrial Products, Inc. (Deed Book 18V, Page 340); thence along said

right-of-way S59°09'38"W for 853.10 feet to an iron pin; thence leaving said right-of-way along the common line of Michelin Tire Corp. (Deed Book 331, Page 274) N24°59'00"W for 598.01 feet to a concrete monument; thence N48°40'38"E for 552.78 feet to a concrete monument located on the common line of Owen Industrial Products, Inc.; thence along said line, S55°09'27" E for 240.50 feet to an iron pin; thence S51°18'36"E for 454.33 feet to an iron pin; thence S20°19'22"E for 51.53 feet to the point of beginning.

TMS# 006400-02-007