

STATE OF SOUTH CAROLINA)
)
)
 COUNTY OF GREENVILLE)
)
)
 COUNTY OF PICKENS)

AMENDMENT OF AGREEMENT
 FOR DEVELOPMENT FOR JOINT COUNTY
 INDUSTRIAL PARK OF GREENVILLE
 AND PICKENS COUNTIES

THIS AGREEMENT for an amendment of an agreement for the development for joint county industrial park located within Greenville County, South Carolina, and Pickens County, South Carolina, dated November 4, 1996, by and between the County of Greenville and the County of Pickens, both political subdivisions of the State of South Carolina (the "Agreement"), as previously amended, is made and entered into as of this ____ day of _____, 2014, by and between the parties hereto ("Amended Agreement").

RECITALS

WHEREAS, pursuant to the Agreement, Greenville County, South Carolina ("Greenville County") and Pickens County, South Carolina ("Pickens County"), have determined that, in order to promote economic development and thus provide additional employment opportunities within both of said counties, there has been established in Greenville County and Pickens County a Joint County Industrial and Business Park (the "Park"); and

WHEREAS, as a consequence of the establishment of the Park, property therein is exempt from ad valorem taxation, but the owners or lessees of such property are required to pay annual fees in an amount equal to that amount for which such owner or lessee would be liable except for such exemption or as otherwise agreed pursuant to applicable laws; and

WHEREAS, pursuant to the Agreement, Greenville County and Pickens County have agreed to accept responsibility for the costs of infrastructure, maintenance, management, promotional costs, and other appropriate costs associated with the establishment and operation of the Park; and

WHEREAS, Greenville County and Pickens County desire to amend the Agreement, as previously amended, by this Amended Agreement as more specifically provided below;

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

1. **Binding Agreement.** This Amended Agreement serves as a written instrument setting forth the entire amendment to the Agreement between the parties and shall be binding on Greenville County and Pickens County, their successors and assigns.

2. **Authorization.** Article VIII, Section 13(d), of the Constitution of South Carolina (the “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 means by 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 for school districts. Section 4-1-170, Code of Laws of South Carolina, 1976, as amended, satisfies the conditions imposed by Article VIII, Section 13(d), of the Constitution and provides the statutory vehicle whereby a joint county industrial park may be created.

3. **Amendment to the Agreement.** As of the date of this Amended Agreement, the Agreement, as previously amended, is hereby further amended, in accordance with Section 3 of the Agreement, so as to expand the Park premises in Greenville County by the addition of certain parcels of real estate, said real estate comprising a project which is subject to a fee-in-lieu agreement between Greenville County and General Electric Company dated November 1, 1999, as amended June 1, 2004 and November 3, 2009, and, a fee-in-lieu agreement between Greenville County and General Electric company dated _____, 2014. Said parcels are described on Exhibit A attached hereto, the description of which may be clarified from time to time by agreement of the parties.

4. **Severability.** In the event and to the extent (and only to the extent) that any provision or any part of a provision of this Amended 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 Amended Agreement.

5. **Termination.** All other terms and conditions of the Agreement as previously amended shall remain in full force in effect.

6. **Execution in Counterparts.** This agreement may be executed in any number of counterparts with the same effect as if all the parties had signed the same document.

WITNESS our hands and seals this _____ day of _____, 2014.

**EXECUTION PAGE
TO
AMENDMENT OF AGREEMENT FOR DEVELOPMENT FOR JOINT COUNTY
INDUSTRIAL PARK**

GREENVILLE COUNTY:

Bob Taylor, Chair
Greenville County Council
Greenville County, South Carolina

GREENVILLE COUNTY ADMINISTRATOR:

Joseph Kernell, Administrator
Greenville County Council
Greenville County, South Carolina

ATTEST:

Theresa B. Kizer, Clerk
Greenville County Council
Greenville County, South Carolina

**EXECUTION PAGE
TO
AMENDMENT OF AGREEMENT FOR DEVELOPMENT FOR JOINT COUNTY
INDUSTRIAL PARK**

PICKENS COUNTY:

By: _____
G. Neil Smith, Chairman of County Council
Pickens County, South Carolina

By: _____
Ralph Guarino, Administrator
Pickens County, South Carolina

ATTEST:

By: _____
Donna F, Owen, Clerk, County Council
Pickens County, South Carolina



EXHIBIT A
LAND DESCRIPTION
GREENVILLE COUNTY EXPANSION

Description of the Land

Parcels 1 and 2

All those pieces, parcels or tracts of land lying, being and situate in the County of Greenville, State of South Carolina, and currently shown on the Tax Map of Greenville County as Tax Map Parcel No. 0547030100100 containing approximately 182.6 acres, and Tax Map Parcel No. 0547030100101 containing approximately 225.8 acres. The above consolidated parcels are butted and bounded as follows: On the North and West by Tax Map Parcel 0547030100300, Tax Map Parcel No. 0547030100200 as described below ("Parcel 3"), a triangular parcel located between Parcel 3 and Garlington Road (TMS# 0547030100106), a portion of Garlington Road and the Highway 385 on ramp; to the South on Rocky Creek; to the East on a parcel located on Woodruff Road near its intersection with the Highway 385 on ramp, a portion of Feaster Road, and 2 parcels located near the end of Young Court.

TMS #'s: 0547030100100 and 0547030100101

Parcel 3

All that certain piece, parcel or tract of land lying, being and situate on the southeastern side of Garlington Road in the County of Greenville, State of South Carolina, containing 22.88 acres, more or less, as shown on a plat entitled "ALTA/ASCM Land Title Survey for General Electric Company" prepared by Arcadis Geraghty & Miller, dated April 8, 1999 and recorded in Plat Book 39-V, page 95, in the Office of Register of Deeds for Greenville County, South Carolina, and having the metes and bounds set forth on said plat.

AND ALSO

All that certain piece, parcel or tract of land lying, being and situate in the County of Greenville, State of South Carolina, being shown and designated as Tract 1, containing 0.10 acre, more or less, on a plat entitled "Recombination Survey for Poinsett Holdings LLC and Dana Corporation" prepared by Arcadis Geraghty & Miller, dated April 8, 1999 and recorded in Plat Book 39-V, page 94, in the Office of Register of Deeds for Greenville County, South Carolina, and having the metes and bounds set forth on said plat.

TMS #: 0547030100200

Parcel 4

All that piece, parcel or tract of land, consisting of 8.48 acres, more or less, situate, lying and being on the Westerly side of Miller Road near the City of Greenville, in the County of Greenville, State of South Carolina, and known and designated as Tract 5 on a plat entitled "Estate of Mary Pack Miller near Greenville, S.C.," made by C.O. Riddle, October 1963, revised August 1966, and recorded in the R.M.C. office for Greenville County, South Carolina, in Plat Book PPP at page 33, and having according to said plat the following metes and bounds:

Beginning at an iron pin in the Westerly side of the right of way of Miller Road, corner of Tract 4 as shown on said plat, and running thence with the line of Tract 4 N. 66-38 W. 629.7 feet to an iron pin in the line of property of Fiber Industries, Inc.; thence with the line of property of Fiber Industries, Inc. S. 11-42 W. 650.3 feet to a point in Oak Forest Drive; thence with Oak Forest Drive S. 41-40 E. 52 feet to a point in Oak Forest Drive, corner of Tract 6 as shown on said plat; thence with the line of Tract 6 S. 79-32 E. 566.7 feet to an iron pin on the Westerly side of Miller Road, corner of Tract 6 as shown on said plat; thence with the Westerly side of Miller Road N. 9-36 E. 250 feet to an iron pin, N. 12-45 E. 150 feet to an iron pin, N. 19-51 E. 150 feet to an iron pin at the corner of Tract 4 as shown on said plat, the point of beginning.

Together with all the right, title and interest of the grantor in and to the land lying within the right of way of Miller Road as the same bounds the within described property, but subject to that portion of the right of way of Oak Forest Drive crossing the Southwesterly corner of the within described property.

TMS #: 0547010101206