DISCUSSION DRAFT
APRIL 28, 2026

ORDINANCE NO. 2026-18

AN ORDINANCE (1) AUTHORIZING PURSUANT TO TITLE 4 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED, INCLUDING SECTIONS 4-1-170, 4-1-175, AND 4-29-68 THEREOF, AND ARTICLE VIII, SECTION 13 OF THE SOUTH CAROLINA CONSTITUTION THE EXECUTION AND DELIVERY OF AN INFRASTRUCTURE CREDIT AGREEMENT, BY AND BETWEEN GREENWOOD COUNTY, SOUTH CAROLINA AND AMAZON.COM SERVICES LLC TO PROVIDE FOR CERTAIN INFRASTRUCTURE CREDITS; (2) TO ENLARGE THE BOUNDARIES OF A JOINT COUNTY INDUSTRIAL AND BUSINESS PARK; AND (3) OTHER RELATED MATTERS

WHEREAS, Greenwood County, South Carolina ("**County**"), acting by and through its County Council ("**County Council**") is authorized by Title 4, Chapter 1 of the Code of Laws of South Carolina 1976, as amended, including Sections 4-1-170 and 4-1-175 thereof, Section 4-29-68 of the Code of Laws of South Carolina 1976, as amended (collectively, the "**Infrastructure Credit Act**"), and Article VIII, Section 13 of the South Carolina Constitution (i) to provide special source revenue or infrastructure credits ("**Infrastructure Credit**") for the purpose of defraying certain costs, including, without limitation, the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County or the project and for improved and unimproved real estate and personal property, including machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise, all to enhance the economic development of the County ("**Infrastructure**"); and (ii) to expand, in conjunction with one or more other counties, a joint county industrial or business park in order to facilitate the grant of such special source revenue credits;

WHEREAS, Amazon.com Services LLC (the "**Company**") is planning to invest or cause an investment consisting of the expenditure in Infrastructure of approximately $1,200,000 ("**Investment**") in the County at commercial developments located in the County (the "**Project**");

WHEREAS, the County has previously created a joint county industrial and business park ("**MCIP**") with [________ County] ("**Park**") pursuant to that certain [Master Agreement Governing the __________ Industrial Park], dated as of [December _____, 20XX], as amended, between the County and [County], as the same may be further amended or supplemented from time to time, or such other agreement as the County may enter into with respect to the Project to offer the benefits of the Infrastructure Credit to the Company hereunder ("**Park Agreement**");

WHEREAS, in accordance with Article VIII, Section 13 of the South Carolina Constitution, real and personal property having a *situs* in an MCIP are exempt from all *ad valorem* taxation, however, the owners or lessees of such real and personal property are obligated to make, or cause to be made, payments in lieu of taxes to the County in the total amount equivalent to the *ad valorem* property taxes or other fee-in-lieu-of-taxes that would have been due and payable with respect to such real and personal property but for the location of such real and personal property within such MCIP (each, a "**Fee Payment**");

WHEREAS, in connection with the Project, the Company has requested and the County desires to enter into an incentives agreement, to the extent and subject to the conditions provided in that agreement, to establish the commitments of (i) the Company to make the Investment and (ii) the County to provide certain special source revenue or infrastructure credits against certain Fee Payments made in connection with the Project;

WHEREAS, the Project will comprise one or more parcels of real property or portions thereof with improvements thereon, a description of which is set forth on the attached **Exhibit A** ("**Project Property**");

WHEREAS, the County has determined to provide an annual Infrastructure Credit that would be applied against each Fee Payment invoiced to the Companies for a period of three (3) years in an amount that would result in an aggregate annual Fee Payment due for the Companies to the County that would not be greater than $1,200,000, the terms and conditions of which are more fully set forth in an agreement attached hereto as **Exhibit B** (“**Infrastructure Credit Agreement**”); and

WHEREAS, the parties recognize and acknowledge that the Companies would not otherwise undertake the Project in the County but for the delivery of the Incentives as set forth herein.

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

Section 1. ***Findings.*** The County hereby finds and affirms based on information provided by the Companies: (i) the Project will benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; (ii) the Project gives rise to no pecuniary liability of the County or any incorporated municipality and to no charge against its general credit or taxing power; (iii) the purposes to be accomplished by the Project are proper governmental and public purposes; and (iv) the benefits of the Project to the public are greater than the costs to the public.

Section 2. ***Approval of the Infrastructure Credits; Authorization to Execute and Deliver Infrastructure Credit Agreement.*** The County Council approves the Infrastructure Credits being provided to the Companies as set further forth herein and authorizes and directs the County Council Chairman to execute the Infrastructure Credit Agreement and the Clerk to County Council is authorized and directed to attest the same; and the Clerk to County Council is further authorized and directed to deliver the executed Infrastructure Credit Agreement to the Company. The Infrastructure Credit Agreement is to be in substantially the form now before this meeting and hereby approved, or with such changes therein, including but not limited to additional negotiations with the Companies regarding the magnitude and term of the Infrastructure Credits and any additional commitments to be made by the Companies, as shall be approved by the County Council upon the Chairman’s execution of the same, upon advice of counsel, the Chairman’s execution thereof to constitute conclusive evidence of his approval of any and all changes or revisions therein from the form of Fee Agreement now before this meeting.

Section 3. ***Inclusion and Maintenance of Project in Park.*** The County Council agrees to use its best efforts to ensure that the Project is incorporated into and remains in the Park for no less than the term of the Infrastructure Credit Agreement and hereby authorizes and directs the County Council Chairman to execute an amendment to the Park Agreement, with any minor modifications and revisions which shall not be materially adverse to the County and shall be deemed approved by the County Council upon the Chairman’s execution of the Park Agreement, and the Clerk to County Council is authorized and directed to attest the same; and the Clerk to County Council is further authorized and directed to deliver the executed Park Agreement to the Company.

Section 4. ***Further Acts.*** The County Council authorizes the Chair of County Council, the County Manager, other County staff, and the County Attorney, along with any designees and agents who any of these officials deems necessary and proper, in the name of and on behalf of the County (each an “Authorized Individual”), to take whatever further actions, and enter into whatever further agreements, as any Authorized Individual deems to be reasonably necessary and prudent to effect the intent of this Ordinance and induce the Company to locate the Project in the County.

Section 5. ***General Repealer.*** All ordinances, resolutions, and their parts in conflict with this Ordinance are, to the extent of that conflict repealed.

Section 6. ***Severability.*** Should any part, provision, or term of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such finding or determination shall not affect the rest and remainder of the Ordinance or any part, provision or term thereof, all of which is hereby deemed separable.

This Ordinance takes effect and is in full force only after the County Council has approved this Ordinance following three readings and a public hearing.

Done in meeting duly assembled this ___ day of _________, 2026.

[signature page to follow]

GREENWOOD COUNTY, SOUTH CAROLINA

____

Theo Lane, Chairman
Greenwood County Council

(SEAL)

ATTEST:

____

Susan McIntyre, Clerk to Council

First Reading:
Second Reading:
Third Reading:
Public Hearing:

EXHIBIT A

PROJECT PROPERTY DESCRIPTION

All or a portion of that parcel of real property, with improvements thereon, located in Greenwood County, South Carolina, identified by tax map numbers below:

EXHIBIT B

INFRASTRUCTURE CREDIT AGREEMENT

[Attached]

This **INFRASTRUCTURE CREDIT AGREEMENT** ("**Agreement**"), effective as of ______________ ("**Effective Date**"), is between GREENWOOD COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina ("**County**"), and Amazon.com Services LLC, a limited liability company organized and existing under the laws of the State of Delaware.

WITNESSETH:

WHEREAS, the County, acting by and through its County Council ("**County Council**"), is authorized and empowered under Article VIII, Section 13(D) of the South Carolina Constitution and Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended (collectively, "**Act**"), to (i) create multi-county industrial parks in partnership with counties having contiguous borders with the County; and (ii) include the property of eligible companies within such multi-county industrial parks, which inclusion under the terms of the Act makes such property exempt from *ad valorem* property taxes, and changes the character of the annual receipts from such property to fees-in-lieu of *ad valorem* property taxes ("**Fee Payments**");

WHEREAS, the County is further authorized by the Act to grant credits against the Fee Payments ("**Infrastructure Credit**") to assist a company located in a multi-county industrial park in paying the cost of designing, acquiring, constructing, improving, or expanding off-site sewer infrastructure serving the County or the property of a company located in the multi-county industrial parks ("**Infrastructure**");

WHEREAS, the Company is anticipating investments in off-site sewer Infrastructure in the County at commercial developments located in the County (collectively "**Project**"), on the site more particularly described on Exhibit A of this Agreement (the "**Property**"), which the Company expects will result in additional investment and economic benefits to the County;

WHEREAS, the County has developed a multi county industrial park ("**Park**"), as more particularly described in the Greenwood-Newberry Industrial Park Agreement dated as of December 31, 2012, ("**Park Agreement**");

WHEREAS, by an ordinance enacted on June 2, 2026 ("**Credit Ordinance**"), the County amended the ("**Park Agreement**") to include the Property, and the County authorized the execution and delivery of this Agreement to provide Infrastructure Credits against the Company's Fee Payments with respect to the Project for the purpose of assisting in paying the costs of certain Infrastructure, subject to the terms and conditions below; and

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, the County and the Company agree:

ARTICLE I
REPRESENTATIONS

<u>Section 1.1</u> ***Representations by the County.*** The County represents to the Company as follows:

(a) The County is a body politic and corporate and a political subdivision of the State of South Carolina ("**State**");

(b) The County is authorized and empowered by the provisions of the Act to enter into and carry out its obligations under this Agreement;

(c) The County has duly authorized and approved the execution and delivery of this Agreement by adoption of all requisite ordinances, resolutions, and/or actions in accordance with the procedural requirements of the Act and any other applicable state law;

(d) The County is not in default of any of its obligations (contractual or otherwise) as a result of entering into and performing its obligations under this Agreement;

(e) The County has approved the inclusion of the Property in the Park by adoption of the Credit Ordinance; and

(f) The County has determined the Project and the Infrastructure will enhance the economic development of the County. Therefore, the County is entering into this Agreement for the purpose of promoting the economic development of the County.

<u>Section 1.2</u> ***Representations by the Company.*** The Company represents to the County as follows:

(a) The Company is in good standing under the laws of the State, has power to conduct business in the State and enter into this Agreement, and by proper company action has authorized the officials signing this Agreement to execute and deliver it;

(b) The Company will use commercially reasonable efforts to achieve the Investment Commitment, as defined below, at the Project; and

(c) The Company's execution and delivery of this Agreement, and its compliance with the provisions of this Agreement do not result in a default under any agreement or instrument to which the Company is now a party or by which it is bound.

ARTICLE II

INFRASTRUCTURE CREDITS

<u>Section 2.1</u> Infrastructure Investment Commitment.

(a) Within two (2) years following the Effective Date, the Company shall invest, in the aggregate, at least one million two hundred thousand U.S. Dollars ($1,200,000.00) in off-site sewer Infrastructure at the Property (the "**Infrastructure Investment Commitment**"). For purposes of this Agreement, the Infrastructure Investment Amount includes money invested or caused to be invested by or on behalf of the Company, its developer, or general contractor, as applicable, in connection with the development or establishment of off-site sewer Infrastructure at the Property.

(b) If the Company fails to achieve the applicable Infrastructure Investment Commitment as contemplated in Section 2.1(a), then the County may terminate the Agreement and, upon termination, the Company is no longer entitled to any further benefits under this Agreement.

<u>Section 2.2</u> Infrastructure Credits.

(a) In order to reimburse the Company for capital expenditures incurred for costs of the off-site sewer Infrastructure, the Company shall be entitled to receive, and the County agrees to provide, annual Infrastructure Credits against the Company's Fee Payments due to the County with respect to the Property for a period of up to three (3) consecutive years (the "**Infrastructure Credit Term**") in an amount equal to the costs expended with respect to off-site sewer Infrastructure, up to an maximum aggregate amount of $1,200,000.00.

(b) THIS AGREEMENT AND THE INFRASTRUCTURE CREDITS PROVIDED BY THIS AGREEMENT ARE LIMITED OBLIGATIONS OF THE COUNTY. THE INFRASTRUCTURE CREDITS ARE DERIVED SOLELY FROM AND TO THE EXTENT OF THE FEE PAYMENTS MADE BY THE COMPANY TO THE COUNTY PURSUANT TO THE ACT AND THE PARK AGREEMENT. THE INFRASTRUCTURE CREDITS DO NOT AND SHALL NOT CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY OR ANY MUNICIPALITY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION AND DO NOT AND SHALL NOT CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR ANY MUNICIPALITY OR A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE COUNTY OR ANY MUNICIPALITY. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY OR ANY MUNICIPALITY ARE NOT PLEDGED FOR THE PROVISION OF THE INFRASTRUCTURE CREDITS.

<u>Section 2.3</u> Filings. To assist the County in administering the Infrastructure Credits, the Company shall be responsible for making written annual certification to the County as to its investments in off-site sewer Infrastructure through the delivery of a certification in substantially the form attached hereto as Exhibit B. Such certification shall be due no later than the May 1 following the immediately preceding December 31 of each year during the Infrastructure Credit Term.

Section 2.4 **Cumulative Infrastructure Credit.** The cumulative dollar amount expended by the Company on off-site sewer Infrastructure shall equal or exceed the cumulative dollar amount of all the Infrastructure Credits received by the Company.

ARTICLE III

DEFAULTS AND REMEDIES

Section 3.1 **Events of Default.** The following are "Events of Default" under this Fee Agreement:

(a) A representation or warranty made by the Company which is deemed materially incorrect when made;

(b) Failure by the Company to substantially perform under this Agreement, which failure has not been cured within ninety (90) days after written notice from the County to the Company specifying such failure and requesting that it be remedied, unless the Company has instituted corrective action within the 90-day period and is diligently pursuing corrective action until the default is corrected, in which case the 90-day period is extended to include the period during which the Company is diligently pursuing corrective action;

(c) A representation or warranty made by the County which is deemed materially incorrect when deemed made; or

(d) Failure by the County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure has not been cured within ninety (90) days after written notice from the Company to the County specifying such failure and requesting that it be remedied, unless the City or County has instituted corrective action within the 90-day period and is diligently pursuing corrective action until the default is corrected, in which case the 90-day period is extended to include the period during which the County is diligently pursuing corrective action.

Section 3.2 **Remedies on Default.** Remedies for default of the Company under this Agreement shall include the recapture or reduction, as applicable, of the Infrastructure Credits.

ARTICLE IV

MISCELLANEOUS

Section 4.1 **Confidentiality.** The Company acknowledges that portions of this Agreement and the materials, communications, data and information related to this Agreement may constitute public records subject to disclosure under the State's public records laws and agrees that the County may disclose such portions of this Agreement and the materials, communications, data and information related to this Agreement as required by law, provided that the County (a) gives the Company prior written notice sufficient (in no event less than 10 business days) to allow the Company to seek a protective order or other appropriate remedy, (b) discloses only such information as is required under the applicable law, (c) cooperates with the Company in responding to any such records request, and (d) limits disclosure, refuses to disclose, and redacts and/or omits portions of materials to the maximum extent permitted by applicable law.

Section 4.2 **Assignment.** Neither party may assign this Agreement without the prior written consent of the other party, except that the Company may assign this Agreement to an Affiliate or in connection with any merger, reorganization, sale of all or substantially all of our assets or any similar transaction. This Agreement will be binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors and assigns. 'Affiliate' means any entity that directly or indirectly controls, is controlled by, or is under common control with the Company. Nothing in this Agreement shall be deemed to constitute any restriction or condition on the Company's ability to freely sell, transfer or assign ownership of the Property or the underlying land or any portion thereof or any ownership interest in the Company's entity at any time.

Section 4.3 **Provisions of Agreement for Sole Benefit of County and Company.** Except as otherwise specifically provided in this Agreement, nothing in this Agreement expressed or implied confers on any person or entity other than the County and the Company any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the County and the Company.

Section 4.4 **Severability.** If any provision of this Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions of this Agreement are unimpaired, and the Parties shall endeavor to reform such illegal, invalid, or unenforceable provision to effectuate most closely the legal, valid, and enforceable intent of this Agreement.

Section 4.5 **Limitation of Liability.**

(a) Anything herein to the contrary notwithstanding, any financial obligation the County may incur hereunder, including for the payment of money, shall not be deemed to constitute a pecuniary liability or a debt or general obligation of the County; provided, however, that nothing herein shall prevent the Company from enforcing its rights hereunder by suit for *mandamus* or specific performance.

Section 4.6 **Notices.** All notices, certificates, requests, or other communications under this Agreement are sufficiently given and are deemed given, unless otherwise required by this Agreement, when (i) delivered and confirmed by United States first-class, registered mail, postage prepaid, and addressed as follows:

If to the County:

Greenwood County
Attn: Toby Chappell, County Manager
600 Monument Street
Greenwood, South Carolina 29646

With a copy to:

Greenwood County
Attn: James Bateman, Economic Development Director
600 Monument Street
Greenwood, South Carolina 29646

If to the Company:

Amazon.com Services LLC
Attn: Director, Economic Development
2121 7th Avenue
Seattle, Washington 98121

With a copy to:

Amazon.com, Inc.
Attn: General Counsel
410 Terry Avenue North,
Seattle, WA 98109-5210;
Email: contracts-legal@amazon.com

The County and the Company may, by notice given under this Section, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

Section 4.7 Governmental Authorization and Approval.

(a) **Representation and Warranty.** The County represents and warrants to the Company that, as of the Effective Date:

i. **Meeting and Notice.** The governing body of the County (the "**Governing Body**") duly called, timely noticed, and convened all meetings at which this Agreement was considered and acted upon, in full compliance with all applicable open meetings laws, public notice requirements, and other procedural requirements imposed by applicable law or the County's governing documents (collectively, "**Applicable Procedural**

Requirements”), including providing and posting all required notices in the required form, manner, and timeframes and in all required locations and media. The County has maintained, and upon request shall provide to the Company, documentation evidencing compliance with all Applicable Procedural Requirements.

ii. **Authorization and Adoption.** A quorum of the Governing Body was present at each such meeting whereat all approvals, including the final approval, related to this Agreement were duly authorized, approved, and adopted and further whereat all such actions were undertaken by the affirmative vote of the Governing Body as required under Applicable Law and procedural requirements by duly authorized officers or representatives of the County.

iii. **No Further Action Required.** The execution, delivery, and performance of this Agreement do not violate the County’s governing documents or applicable law, and no further approval, consent, or authorization by any governmental body or official is required to effectuate the execution, delivery, and performance of this Agreement that has not already been obtained. All approvals, consents, and authorizations previously obtained remain in full force and effect, have not been revoked, rescinded, or modified, and are not subject to any conditions that have not been satisfied.

iv. **Binding Obligation.** This Agreement constitutes the legal, valid, and binding obligation of the County, enforceable against it in accordance with its terms, subject to applicable laws affecting creditors' rights generally and general principles of equity.

(b) **Survival.** The representations and warranties in this Section 4.7 survive the termination of the Agreement for a period of 3 years, or until all time periods for asserting claims arising under or based upon this Agreement under applicable law have expired.

(a) Reserved.

<u>**Section 4.8**</u> **Entire Agreement.** This Agreement expresses the entire understanding and all agreements of the Parties with each other, and neither Party is bound by any agreement or any representation to the other Party which is not expressly set forth in this Agreement or in certificates delivered in connection with the execution and delivery of this Agreement.

Section 4.9 **Agreement's Construction.** Each Party and its counsel have reviewed this Agreement and any rule of construction to the effect that ambiguities are to be resolved against a drafting party does not apply in the interpretation of this Agreement or any amendments or exhibits to this Agreement.

Section 4.10 **Applicable Law.** South Carolina law, exclusive of its conflicts of law provisions that would refer the governance of this Agreement to the laws of another jurisdiction, governs this Agreement and all documents executed in connection with this Agreement.

Section 4.11 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same Agreement. This Agreement and any certification, report or other document contemplated hereby may be executed via DocuSign or similar electronic signature service.

Section 4.12 **Amendments.** This Agreement may only be modified or amended by written agreement of the Parties.

Section 4.13 **Waiver.** Either Party may waive compliance by the other Party with any term or condition of this Agreement but the waiver is valid only if it is in a writing signed by the waiving Party.

Section 4.14 **Termination.** Unless first terminated under any other provision of this Agreement, this Agreement shall be effective upon the Effective Date and shall automatically the earlier of (a) the Company's receipt of the maximum amount of Infrastructure Credits, or (b) the fourth (4th) anniversary of the Effective Date, after which this Agreement and the obligations of all parties hereto shall terminate. The Company has the right to terminate this Agreement for any reason or no reason by delivering written notice to the County at least five (5) business days prior to the desired termination date.

Section 4.15 **Business Day.** If any action, payment, or notice is, by the terms of this Agreement, required to be taken, made, or given on any Saturday, Sunday, or legal holiday in the jurisdiction in which the Party obligated to act is situated, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if taken, made or given as required under this Agreement, and no interest will accrue in the interim.

[SIGNATURE PAGES FOLLOW]

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, Greenwood County, South Carolina, has caused this Agreement to be executed by the appropriate officials of the County and its corporate seal to be affixed and attested, effective the day and year first above written.

GREENWOOD COUNTY, SOUTH CAROLINA

____

Chairman Theo Lane

Greenwood County Council

(SEAL)

ATTEST:

____

Susan McIntyre

Clerk to Council, Greenwood County Council

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its respective authorized officer(s), effective the day and year first above written.

AMAZON.COM SERVICES LLC

By: ___________________________________

Name: _____________________________________

Its: _______________________________________

EXHIBIT A

PROPERTY DESCRIPTION

EXHIBIT B

INFRASTRUCTURE INVESTMENT CERTIFICATION

I __________, the __________ of Amazon.com Services LLC (the ***"Company"***), do hereby certify in connection with Section 2.3 of the Infrastructure Credit Agreement dated as of _____________, 2026 between Greenwood County, South Carolina and the Company (the ***"Agreement"***), as follows:

(1) As of the date hereof, the aggregate amount of Infrastructure Credits previously received by the Company is $_____________.

(2) As of December 31, 20__, the aggregate amount of investment in costs of off-site sewer Infrastructure incurred by the Company during the calendar year was at least $______________.

All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement.

IN WITNESS WHEREOF, I have set my hand this _____ day of __________, 20__.

____
Name:________________________________
Its:___________________________________