



STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF CHESTER )

Ordinance No. 2020-15

**AN ORDINANCE TO AUTHORIZE THE COUNTY OF CHESTER, BY CHESTER COUNTY COUNCIL, TO  
SELL THE REAL ESTATE DESCRIBED ON ATTACHED EXHIBIT "A" WHICH IS INCORPORATED  
HEREIN BY REFERENCE TO NOBLE OIL SERVICES, INC. UPON SUCH TERMS AND CONDITIONS  
AS DESCRIBED IN THE AGREEMENT OF SALE THAT IS EXHIBIT B**

WHEREAS, under the Ordinances of Chester County, it is necessary for Chester County Council to pass an Ordinance and have a public hearing whenever it sells county property; and

WHEREAS, Chester County owns property being and situate on or near Beltline Road in the County of Chester, being a certain parcel or tract of land known as known as Tax Map No. 098-00-00-171, together with all improvements and fixtures; and

WHEREAS, Chester County Council had determined that it is in the best interest of the County and the citizens of Chester County to approve the sale of said property to Noble Oil Services, Inc. upon such terms and conditions as described in the Agreement of Sale that is Exhibit B and incorporated herein by reference.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY COUNCIL FOR CHESTER COUNTY,  
SOUTH CAROLINA, DULY ASSEMBLED THAT THE FOLLOWING ORDINANCE IS HEREBY  
ADOPTED:**

Chester County Council does hereby authorize the sale of the real estate described on attached Exhibits "A" and "B" upon such terms and conditions and stipulations and agreements as described in approved agreement of sale and any amendments thereto.

This Ordinance shall be effective upon adoption by the Chester County Council on the date of the final reading approval.

Enacted and approved this \_\_\_\_ day of \_\_\_\_\_, 2020.

DONE IN MEETING DULY ASSEMBLED, this \_\_\_\_ day of \_\_\_\_\_ 2020.

COUNTY COUNCIL OF CHESTER COUNTY

\_\_\_\_\_  
K. Shane Stuart, Supervisor  
Chairman, County Council of Chester County

ATTEST:

\_\_\_\_\_  
Karen Lee  
Clerk to County Council of Chester County

First Reading: May 4, 2020  
Second Reading: \_\_\_\_\_, 2020  
Public Hearing: \_\_\_\_\_, 2020  
Third Reading: \_\_\_\_\_, 2020

## EXHIBIT "A"

ALL THAT CERTAIN piece, parcel or tract of land, with all improvements thereon, situate, lying and being in the County of Chester, State of South Carolina and being more particularly shown and designated as TRACT "E2", containing 12.796 acres as shown on Plat entitled "PLAT OF BOUNDARY SURVEY FOR LANCASTER & CHESTER RAILWAY CO.", file LULOCACA, dated December 15<sup>th</sup> 2008 as surveyed by Enfinger & Associates Professional Land Surveyors and recorded in Plat Cabinet "D", Slide 137, Page 7 and shown thereon as having the following boundaries and measurements, to-wit:

BEGINNING at an existing nail reference mark in the centerline intersection of State Road S12- 74 (Beltline Road) and State Road S12- 56 (Old Richburg Road); thence the following two (2) calls to the POINT OF BEGINNING of Tract "E1"; 1) N05°23'31"W 1284.66' to a number four rebar set on the east right of way margin of State Road S12-74 (Beltline Road); said point being the southwest most corner of Tract "E4"; 2) N06°53'01"W 50.74' to a number four rebar set on the east right of way margin of State Road S12-74 (Beltline Road) and the POINT OF BEGINNING of Tract "E1"; said point having SOUTH CAROLINA NAD83(2007) STATE PLANE GRID COORDINATES of 1,051,760.76' feet NORTH and 1,959,835.88' feet EAST; said point also being the northwest most corner of Tract "E4" and the southwest most corner of Tract "E1"; thence along and with the east right of way margin of State Road S12-74 (Beltline Road) N06°53'01"W 50.74' to a number four rebar set on the east right of way margin of State Road S12-74 (Beltline Road); said point being the northwest most corner of Tract "E1"; thence S87°05'40"E 126.85' to a number four rebar set; said point being the northeast most corner of Tract "E1" and the POINT OF BEGINNING OF TRACT "E2"; thence N06°53'00"W 764.28' to an existing number five rebar with a cap; said point being the common corner of Tract "E2" and the Montgomery Tank Lines Inc. property; thence along and with the common boundary line of Tract "E2" and Montgomery Tank Lines Inc. N83°07'02"E 785.08' to a number four rebar set; said point being the common corner of Tract "E2", Tract "E3" and the Montgomery Tank Lines Inc. property; thence along and with the common boundary line of Tract "E2" and Tract "E3" S08°42'56"W 709.24' to a number four rebar set; said point being the common corner of Tract "E2" and Tract "E3"; thence along and with the common boundary line of Tract "E2" and Tract "E3" N81°17'04"W 65.00' to a number four rebar set; said point being the common corner of Tract "E2" and Tract "E3"; thence along and with the common boundary line of Tract "E2" and Tract "E3" S08°42'56"W 238.83' to a number four rebar set; said point being the common corner of Tract "E2" and Tract "E3"; thence along and with the common boundary line of Tract "E2" and Tract "E3" N87°05'40"W 474.44' to a number four rebar set being the southwest most corner of Tract "E2" and the southeast most corner of Tract "E1"; said point also being S87°05'40"E 126.85' from the POINT OF BEGINNING of Tract "E1"; thence along and with the common boundary line of Tract "E1" and Tract "E2" N06°53'01"W 50.74' to the POINT OF BEGINNING OF TRACT "E2".

Being a portion of the property conveyed to Lancaster and Chester Railway Company by Deed of F.M. Boldridge dated and recorded April 29, 1964 in Deed Book 418 Page 1, Office of the Clerk of Court for Chester County, South Carolina.

## PURCHASE AND SALE AGREEMENT

**THIS PURCHASE AND SALE AGREEMENT** (this "Agreement") is executed and delivered as of the latest date of Buyer's or Seller's execution set forth on the signature page hereto (the "Effective Date"), by and between **CHESTER COUNTY** a political subdivision of the State of South Carolina ("Seller"), and **NOBLE OIL SERVICES, INC.**, a North Carolina corporation (together with its permitted assigns, "Buyer") (Seller and Buyer may be referred to in this Agreement individually as a "Party" and collectively as the "Parties").

**FOR AND IN CONSIDERATION OF** the mutual agreements and undertakings herein set forth and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase from Seller, the Property described in Section 1 herein on the terms and conditions hereinafter set forth:

1. **Property.** Seller agrees to sell, and Buyer agrees to buy, a certain parcel of land containing 12.796 acres, more or less, and lying and being along or near Beltline Road, in or near the County of Chester, South Carolina, bearing Chester County TMS NO. 098-00-00-171, together with all improvements and fixtures thereon and all easements and appurtenances benefitting the same and applicable thereto (collectively, the "Property"). The Property description is attached hereto as Exhibit A, and consists of that certain property conveyed to Phoenix Energy, LLC, a Virginia limited liability company by deed recorded in Book 982, at Page 71, of the Chester County ROD's Office, to which instrument reference is hereby made.

2. **Purchase Price; Closing Costs.**

(a) **Purchase Price.** The purchase price for the Property (the "Purchase Price") shall be a fixed price of SIX HUNDRED FORTY THOUSAND AND NO/100 DOLLARS (\$640,000.00). Buyer shall pay the Purchase Price to Seller in cash, by wire transfer or by other immediately available funds at Closing, subject to the pro-rations and adjustments set forth herein.

(b) **Closing Costs; Taxes.** Seller shall pay the cost of preparation of the Deed (defined in Section 5 below), the documentary stamp taxes to be affixed to (or required in order to record) the Deed, and the fees of Seller's attorney. Buyer shall pay all other closing costs, including, without limitation, the costs of having title to the Property examined and obtaining title insurance, the costs of Buyer's Inspections (defined in Section 6 below), the costs of the Survey, and the fees of Buyer's attorney. Ad valorem real property taxes, public assessments and private assessments for the year in which Closing occurs, if any, shall not be subject to proration, in that the Property is not taxable while owned by Seller.

3. **Earnest Money.** Within five (5) days of the Effective Date, Buyer shall deposit with Morton & Gettys, LLC, Buyer's counsel, of 331 E. Main St., Ste. 300, Rock Hill, SC, 29730 ("Escrow Agent"), the sum of SIXTY-FOUR THOUSAND AND NO/100 DOLLARS (\$64,000.00) ("Earnest Money"). Upon expiration of the Inspection Period, the Earnest Money shall be non-refundable to Buyer except in the case of Seller's default or as otherwise set forth in this Agreement. The Earnest Money shall be applied to the Purchase Price at Closing. Any interest accruing upon the Earnest Money shall be considered as a part of the Earnest Money for all purposes hereunder.

4. **Closing.** The closing ("Closing") of the purchase and sale of the Property shall occur no later than 2:00 p.m. on the date that is 15 days after the expiration of the Inspection Period (the "Closing Date") at the office of Escrow Agent or at another location acceptable to Buyer and Seller within the

Charlotte, North Carolina, metropolitan area. The Closing may take place by way of an escrow style closing, in which neither party is required to attend the Closing.

5. **Delivery of Deed; Closing Documents; Leases.** At Closing, Seller shall deliver a quit claim deed in a Buyer approved form ("Deed") to Buyer, conveying marketable and insurable fee simple title to the Property to Buyer free and clear of all liens, but subject to utility easements of record, rights-of-way for roads and streets which burden the Property, and easements, restrictions, covenants, and other matters of record or apparent upon a reasonable inspection or survey of the Property, other than and excepting deeds of trust and other monetary liens, which Seller shall pay and discharge at or prior to Closing. Seller shall also deliver a non-warranty bill of sale for the fixtures and equipment on the Property. If Buyer elects to obtain the Survey, the legal description in the Deed shall be that taken from the Survey.

At Closing, Seller shall also execute and/or deliver the following closing documents to Buyer: (a) a FIRPTA certificate; (b) standard title insurance affidavits (without any indemnity provisions) and other documents required by Buyer's title insurance company; and (c) such resolutions and other authority documents as are deemed reasonably necessary by Buyer's title insurance to evidence Seller's authority to consummate the transaction (collectively, the "Closing Documents"). All Closing Documents must be reasonably satisfactory to the Parties and their respective attorneys.

6. **Inspection Period; Financing Period.**

(a) Inspection Period. Buyer shall have an inspection period beginning on the Effective Date and continuing until 5:00 p.m. E.S.T. on the date that is 30 days therefrom (the "Inspection Period") within which to determine, in Buyer's sole discretion, the suitability of the Property for Buyer's intended use. During the Inspection Period, and until Closing, Buyer shall have the right to enter the Property to perform, at its sole cost and expense, such inspections and tests (collectively, the "Inspections") as Buyer deems necessary; provided, however, none of the Inspections shall include invasive testing or result in any material change (i.e., removal of trees or brush, boring of holes, etc.) to the Property unless Buyer first obtains Seller's prior written consent, which will not be unreasonably withheld. Notwithstanding the foregoing, Seller agrees that, as a part of the Inspections, Buyer shall expressly have the right, without Seller's further permission, to have a Phase I environmental site assessment of the Property and a geotechnical analysis of the Property performed, both of which may require the boring of holes. Furthermore, during the Inspection Period, Buyer shall also have the right to have title to the Property examined. Seller shall have no obligation to cure any title defects, except as provided above in Section 5. At any time prior to the expiration of the Inspection Period, Buyer may, in its sole discretion and for any reason or for no reason, terminate this Agreement by written notice to Seller. In the event that Buyer terminates this Agreement prior to the end of the Inspection Period, the Earnest Money shall be immediately refunded to Buyer and the parties shall have no further obligations to each other. Should Buyer fail to terminate this Agreement prior to the expiration of the Inspection Period as provided herein, then the Earnest Money shall thereafter be non-refundable to Buyer except as otherwise expressly provided by this Agreement.

(b) Seller Documents. To the extent in Seller's possession, Seller shall deliver to Buyer within ten (10) business days of the Effective Date, for its review copies of any and all surveys, structural, building, and engineering drawings, inspection reports, condition reports, environmental analyses and reports, records of utilities and insurance expenses, tax records, records of maintenance and capital expenditures pertaining to the Property, and any other documents within Seller's possession or control whatsoever which pertain to the Property (collectively, the "Due Diligence Information"). All Due Diligence Information shall be provided by Seller to Buyer on an AS-IS basis, without any representation

or warranty by Seller as to the accuracy thereof. If Buyer terminates this Agreement, Buyer shall immediately return all Due Diligence Information to Seller.

(c) Survey. During the Inspection Period, Buyer may cause a licensed South Carolina surveyor to prepare a survey of the Property (the "Survey"). The Survey shall be recorded as a part of, but not prior to, Closing.

(d) Permitting/Entitlements. During the Inspection Period, Buyer may apply for and attempt to obtain from the applicable governmental authorities such permits, entitlements, and approvals as Buyer deems necessary or incidental to its acquisition and development of the Property for the Intended Use. At no material cost to Seller, Seller shall provide such reasonable assistance to Buyer as Buyer may request in connection therewith, including, without limitation, by joining in any applications or petitions for any such approvals.

7. **Representations by Seller**. Seller covenants, represents and warrants the following to Buyer:

(a) Seller has received no notice of any pending or threatened condemnation or similar proceeding or assessment affecting the Property, or any part thereof, nor to the best of its knowledge, is any such proceeding or assessment contemplated by any governmental authority.

(b) To Seller's actual knowledge, there is no action, suit or proceeding pending or, threatened against Seller or the Property which, if adversely determined, would have a material adverse effect on the Property or which challenges or impairs the ability of Seller to execute or deliver, or perform its obligations under, this Agreement and the documents executed by it pursuant to this Agreement or to consummate the transactions contemplated herein.

(c) This Agreement, when executed by Seller, shall constitute the legally binding obligation of Seller, enforceable against Seller in accordance with its terms.

(d) The Property has direct access to a public street or road.

(e) Seller shall not, following the Effective Date, further encumber the Property or change its state of title, or otherwise physically modify, or consent to any physical modification of, the Property.

8. **AS-IS Sale**. Buyer acknowledges and agrees that: (a) Buyer is experienced in the acquisition, ownership and operation of properties similar to the Property; (b) prior to the Closing date, Buyer will have inspected the Property to its satisfaction and is qualified to make such inspection; (c) Buyer has (or Buyer's representatives have), or prior to the Closing date will have, thoroughly inspected and examined the Property to the extent deemed necessary by Buyer in order to enable Buyer to evaluate the condition of the Property and all other aspects of the Property (including, but not limited to, the environmental condition of the Property) (subject to the express representations and warranties of Seller as set forth herein); (d) in consummating the purchase of the Property, Buyer is not relying on any representations or statements (oral or written) which may have been made or may be made by Seller or Seller's related parties, except for those representations of Seller set forth herein, and is, otherwise, relying solely upon Buyer's or its representatives' own inspections of the Property; and (e) any condition of the Property which Buyer discovers or desires to correct or improve prior to or after the Closing date shall be at Buyer's sole expense.

9. **Condemnation.** If any portion of the Property is taken or threatened to be taken by condemnation, eminent domain or other governmental acquisition proceedings (collectively, a "Taking") prior to Closing, then Buyer may, within 15 days of the date Buyer obtained knowledge of the Taking, terminate this Agreement, in which event the Earnest Money shall be returned to Buyer, and Seller and Buyer shall have no further rights or obligations hereunder, except as otherwise provided herein. If Buyer elects not to terminate this Agreement within such 15 day period, the Parties agree to reduce the Purchase Price by an amount equivalent to the condemnation proceeds or other award received by Seller on account of such Taking, less any amount reasonably expended by Seller in connection with any governmental or judicial proceedings pertaining to such Taking. Should such proceeds not have been received by Seller as of the Closing, then Seller shall assign to Buyer at Closing its rights with respect thereto.

10. **Brokerage.** Buyer and Seller each represent and warrant to the other that they have not had any direct or indirect dealings with any real estate brokers, salesman or agents in connection with the Property and this transaction.

11. **Notices.** All notices, requests, demands or other communications given hereunder shall be delivered either (a) by hand, (b) by certified United States Mail, return receipt requested, or (c) by commercial overnight delivery service, in any event with postage, fees and delivery charges prepaid. Such notice shall be deemed to have been delivered on the earliest of the following: (i) as to hand delivery, the day that delivery is attempted by any means and refused or returned; (ii) as to certified U.S. mail, the day postmarked; and (iii) as to commercial overnight carrier, the day deposited with the carrier as reflected upon its records. All notices shall be mailed or delivered to the Parties at their respective addresses set forth as follows:

To Seller: Susan M. Cork  
Chester County  
1476 J.A. Cochran Bypass  
Chester, SC 29706

Copy to: Law Offices of Joan Elizabeth Winters, LLC  
Attn: Joanie Winters  
105 Main St.  
Chester, SC 29706

To the Buyer: James F. Keith  
Noble Oil Services, Inc.  
5617 Clyde Rhyne Dr.  
Sanford, NC 27330

Copy to: Morton & Gettys, LLC  
Attn: Joshua B. Vann  
331 E. Main St., Ste. 300 (29730)  
PO Box 707 (29731)  
Rock Hill, SC

Each Party may change the address to which notice is to be delivered to it by notifying the other Party of the new address in the manner provided herein for giving notice, and each such change or address shall be effective 15 days after such notice of change is given. Notices may be given to or on behalf of the Parties by their respective attorneys.



12. **Default; Remedies.** If either Party fails to perform any term of this Agreement, the non-defaulting Party shall provide the defaulting Party with notice of the default and ten (10) days' opportunity to cure, failing which the non-defaulting Party shall have the remedies provided for hereafter. Upon any default by Seller of its obligations hereunder (and provided such default is not cured within the cure period provided for above), Buyer may, as its sole and exclusive remedies on account thereof, either (a) terminate this Agreement by notice to Seller, whereupon the Earnest Money shall be refunded to Buyer, Seller shall reimburse Buyer for Buyer's actual out of pocket expenses incurred in connection with the transaction contemplated herein, not to exceed Thirty Thousand and No/100 Dollars (\$30,000.00), and the Parties shall thereafter have no further obligations, rights, or liabilities hereunder, save for liabilities which, by their terms, survive the termination of this Agreement, (b) commence an action against Seller for the specific performance of this Agreement, or (c) waive Seller's default and proceed to Closing. Upon any default by Buyer of its obligations hereunder (and provided such default is not cured within the cure period provided for above), Seller may, as its sole and exclusive remedies on account thereof, (a) terminate this Agreement by notice to Buyer, whereupon the Earnest Money shall be paid to Seller as liquidated damages, and not as a penalty, or (b) waive Buyer's default and proceed to Closing. The prevailing Party in a lawsuit shall have the right to collect its reasonable attorneys' fees and court costs incurred in enforcing or interpreting this Agreement.

13. **Miscellaneous.**

(a) **Assignment.** This Agreement may be assigned by Buyer to any entity affiliated with Buyer or common ownership or control with Buyer without Seller's consent, whereupon Buyer shall be jointly and severally obligated with its assignee for the performance of this Agreement. Buyer shall notify Seller of any such assignment.

(b) **Time is of the Essence; Business Days.** Time is of the essence to all of the terms of this Agreement. Any date for performance or expiration of a relevant period hereunder, that falls on a Saturday, Sunday or recognized national legal holiday, will be extended to the next business day thereafter.

(c) **Modification.** No modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the Parties.

(d) **Governing Law.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of South Carolina. The Parties consent to the jurisdiction of the courts of Chester County, South Carolina for resolution of any dispute under this Agreement.

(e) **Severability.** If any section or provision of this Agreement shall be finally adjudicated by a court of competent jurisdiction to be invalid or waived through non-enforcement, this Agreement shall be otherwise unaffected by such determination and all of the provisions of this Agreement shall otherwise remain in full force and effect as though such section or provision or any part thereof so adjudicated to be invalid or waived through non-enforcement had not been adjudicated at all. In the event of any such invalidity, Seller and Buyer shall promptly negotiate in good faith valid new provisions to restore this Agreement to its original intent and effect.

(f) **Merger.** This Agreement expresses the entire agreement between the Parties. All other agreements, oral or written, are merged herein.



(g) Interpretation. Paragraphs, titles, headings and captions contained in this Agreement are inserted only for convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provisions hereof. Buyer and Seller have the intent, capacity and authority to execute and enter into this Agreement, have carefully reviewed this Agreement, have had an opportunity to review and discuss the terms with counsel, and agree to each and every term willfully and voluntarily. Wherever appropriate, all words herein in the male gender shall be deemed to include the female or neuter gender, all singular words shall include the plural, and all plural words shall include the singular. Buyer and Seller agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of any provision hereof.

(h) Binding Effect; Counterparts. This Agreement shall be binding upon, and inure to the benefit of, Seller and Buyer, and their respective permitted successors and assigns, as may be applicable.

(i) Tax-Deferred Exchange. In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Seller and Buyer shall execute such additional documents, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

(j) Representation. Seller acknowledges that Morton & Gettys, LLC solely represents Buyer in this matter. Any work done by Morton & Gettys, LLC, including but not limited to preparation of closing documents, shall be done solely in representation of the Buyer with no obligations or duties to Seller. Seller is represented by separate counsel.

(k) Execution. This Agreement may be executed as one instrument or in separate counterparts, the aggregate of which shall constitute a complete and fully executed version hereof; this Agreement may be executed by facsimile or like method of electronically reproduced signature (e.g. delivery of a .pdf), which signature hereon shall have the same force and effect as an original signature.

IN WITNESS WHEREOF, Seller, by and through its respective duly-authorized undersigned officer, and Buyer have executed, sealed and delivered this Agreement as of the Effective Date.

**SELLER:**

**CHESTER COUNTY**

BY: \_\_\_\_\_ (Seal)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 2020

**BUYER:**

**NOBLE OIL SERVICES, INC.** (Seal)

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 2020