



PUBLIC COMMENT

SIGN IN SHEET

Tuesday, August 14, 2012

6:00 PM

Limited to forty [40] minutes, four [4] minutes per person.

Please be advised that citizens not utilizing their full four [4] minutes may not "donate" their remaining time to another speaker. As stated above, each speaker is restricted to a maximum of four [4] minutes.

Citizens with comments related to a specific action agenda item will be called first.

If time permits additional citizens may be permitted to speak on a non agenda items [at the discretion of the Chair].

PRINT Information Below

	FULL NAME	AGENDA ITEM FOR DISCUSSION	NON-AGENDA ITEMS
1			
2	LARRY LINSIN	RES 2012-10	
3	Bozo	" " "	
4	Frankie Pearson		"
5	Greg Connally	Res 2012-30	
6	Sue Cornelius	Library + Pointe West	
7			
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14	Bert Adams	2012 10	
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Everyone speaking before Council will be required to do so in a civil manner.

Council will not tolerate personal attacks on individual council members, county staff or any person or group.

Racial slurs will not be permitted. Council's number one priority is to conduct business for the citizens of this county.

All citizens who wish to address Council and all Boards and Commission appointed by Council should do so in an appropriate manner.

NOTE: Non Agenda Item matters can be addressed except for those which, due to law or proper protocol, would be inappropriate for public meetings of Council, such as, but not limited to, partisan political activity and/or comments.

Council may make closing comments directly following the public & extended public comment sessions if time permits.

A New Library for Seneca

**Oconee County Public Library
South Carolina**

Providence Associates LLC

July 12, 2012

Table of Contents

INTRODUCTION	p. 1
NEW SENECA LIBRARY FOR THE 21ST CENTURY	p. 2
SENECA COMMUNITY MEETINGS AND INTERVIEWS	p. 4
SENECA GROWTH PROJECTIONS	p. 4
CURRENT SENECA LIBRARY USAGE DATA	p. 5
PUBLIC LIBRARY SITE EVALUATION CRITERIA	p. 9
SENECA LIBRARY SITES FOR CONSIDERATION	p. 12
SENECA LIBRARY SITES – PROS AND CONS	p. 14
CONSULTANT SITE RECOMMENDATIONS	p. 22
PROJECTED COSTS AND FUNDING	p. 23
ATTACHMENTS	
A. Seneca Library Space Needs Requirements 2002 and 2012	A-1
B. Citation: Public Library in the 21st Century	B-1
C. Community Survey Questions	C-1

A NEW LIBRARY FOR SENECA

Oconee County Library Mission Statement

The Oconee County Public Library System connects our diverse communities with information resources that enrich, enlighten, and entertain.

INTRODUCTION

Providence Associates, national library planning consultants with associates in South Carolina, was engaged early in 2012 in a study to evaluate proposed sites for a new Seneca Library of the Oconee County Library System. The study also included a review of previous space allocations for a new library building which incorporated library headquarters operations and an update of the earlier building program.

A new Seneca Library has been under discussion and consideration for more than twelve years with a building program completed in (2002) by Providence Associates. There have been several studies and reports regarding a new Seneca Library prepared since 2002. These include the following:

- April 2002 – *A Building Program for the Renovation and Expansion of the Seneca Library, Oconee County Library System* with 30,505 square feet for a projected twenty years.
- April, 2006 – *OCPL – Seneca Library Feasibility Study* by Trehel Corporation and McMillan Smith & Partners.
- 2009 - *OCONEE COUNTY PUBLIC LIBRARY; SCHEMATIC PRESENTATION; New Location for Seneca, South Carolina* by McMillan Smith & Partners.
- Space allocation revisions dated April 4, 2006 with 33,099 square feet and December 19, 2009 with 33,033 square feet.

On April 3, 2010 an application was approved for submittal of a USDA funds to build a new Seneca Library to be constructed on property donated by the Oconee School District. The site is located adjacent to new Blue Ridge Elementary School. The application was for funds to finance the construction of a building at a cost of \$9.1 million. Funding for the proposed building would have been a combination loan and grant made possible through \$100 million of federal stimulus money earmarked by the U.S. Department of Agriculture specifically for library construction.

To finance the building, library officials would request a \$6.1 million USDA General Obligation Bond for 40 years with fixed 4-percent interest rate. The loan would be matched with a \$2.5 million USDA library grant made available through American Recovery and Reinvestment Act funding. As part of the proposal, OCPL would commit to raise the \$500,000 balance through private donations and/or other grants to complete the balance of the \$9.1 million project.

On October 1, 2010, the Library received notification that the application had not been funded.

CURRENT STATUS OF THE SENECA LIBRARY PROJECT 2012

The Oconee County Library Board engaged Providence Associates realizing that action was necessary to move forward with the design and construction of a new Seneca Library. The urgency was recognized by the Board and staff and stated in published news releases regarding this next step in the Board's planning.

"While many counties in South Carolina, including the two neighboring counties of Anderson and Pickens, have built new library facilities in the last 15 years, the last new libraries in Oconee County were built over thirty years ago and the original portion of the Seneca Library opened in July of 1968, 44 years ago...."

"The main issue has always been capital funding with location a close second. Despite its less-than-prime location, hidden away across the (railroad) tracks from downtown, there is support from some in the community to keep the Seneca Branch Library exactly where it has been for the past 44 years. An alternative location, one and half miles away, was provided by the School District of Oconee County. Preliminary plans for this four-acre site, adjacent to the new Blue Ridge Elementary School on Oak Street, were drawn up in the last two years, but funding for this two-story facility did not materialize. There is also talk of building in downtown Seneca to take advantage of tax credits, but a site has not yet been identified."

In recent years, a new Seneca Library proposal has called for moving the Oconee County Public Library headquarters operations to a new Seneca Library. This is due to the fact that the current Walhalla Library building and site do not allow expansion. The Library Board feels it may be necessary to incorporate system headquarters spaces in the new Seneca Library.

A NEW SENECA LIBRARY FOR THE 21ST CENTURY

This report, "A New Library for Seneca," is based on input from surveys, community meetings, individual interviews with community leaders, and analysis of recent library use data along with proven 21st century public library best practices and trends.

A new Seneca Library of 27,527 square feet or 29,712 square feet if the headquarters operations are moved to Seneca is recommended. Depending on how one calculates the population to be served by the Seneca Library, the square footage comes close to meeting the newly released 2012 Standards for South Carolina Public Libraries which calls for a target building size of 1.25 square feet per capita. (It must be remembered that additional square footage must to be added if the headquarters operations, now at the Walhalla Library, are included in the design of the new Seneca building.)

The square footage identified for a new library is less than that identified in previous studies. This is due to 21st century public libraries moving to smaller print on paper collections resulting from a growing increase in popularity, demand and usage of downloadable digital formats for books, music and video.

These changes reduce the amount of space required to shelve books and media. Given this major change and burgeoning expansion of digital publishing in all formats, the development of smaller and more robust technology devices and the growth of self-service technologies, the size of the new library is projected to serve the community for the next twenty to twenty-five years.

The new library building will be designed to accommodate future expansion on the site should this be necessary. The library will require some additional staff hours in order to support the services provided and maintain the same operating hours in a larger facility.

The branch library will be a bright, active and welcoming facility. Self-service including check-out and return of materials will be available. The new space will have designated "zoned" area for children ages 0 through 12 including a story hour/activity space for up to 30 children with adults, and a teen area each providing computers will be dedicated to the use by these groups.

There will be a "popular library" consisting of new titles and topic displays of books and media for adults along with lounge seating for reading magazines and newspapers. A computer area for adults and table/carrel seating will be provided to accommodate tutoring and other types of study needs. With the increased popularity of electronic books and media, there will be less space needed for books and hard copy formats requiring less shelving. There will be a much smaller print reference collection due to access via to a variety of online information databases to which the library provides access. There will be a multipurpose room with kitchenette. Staff will have appropriate and adequate work space. Highly visible customer service kiosks will replace the larger traditional service desks providing a more personal service experience for customers.

Study Process

The processes used to gather information, gain community input, and measure library use and future space needs for a new Seneca Library included the following:

- Meetings with the public, community leaders, and library staff
- Review of previously prepared studies and plans
- Evaluation of library use statistics
- Review of community growth projections for the next twenty years
- Re-evaluation of identified areas and space allocations for a new library
- Conduct a survey of citizens' preferred location for a new Seneca Library with the survey distributed and provided online to the public on the library website. In addition, copies of the survey were distributed at the library and at the 2012 Outdoor Expo.

SENECA COMMUNITY MEETINGS AND INTERVIEWS

The interviews and community meetings conducted in Seneca were very informative as the consultant became familiar with each of the sites included in the evaluation process.

The overwhelming consensus was that Seneca needs a new library. Comments regarding the present Seneca Library and the need for a new library included the following:

- "It is an embarrassment."
- "It is long overdue."
- "We needed it yesterday."
- "A new library is critical for the young people of our community."
- "If Oconee County is to continue to attract and retain new industry, it must provide a library that can help re-train workers with new skills."

No one questioned the need for a new Seneca Library. Many of those interviewed offered to help in any way possible to get a new library building project underway. The only questions about construction of a new Seneca Library came from local governmental leaders who questioned how it would be financed.

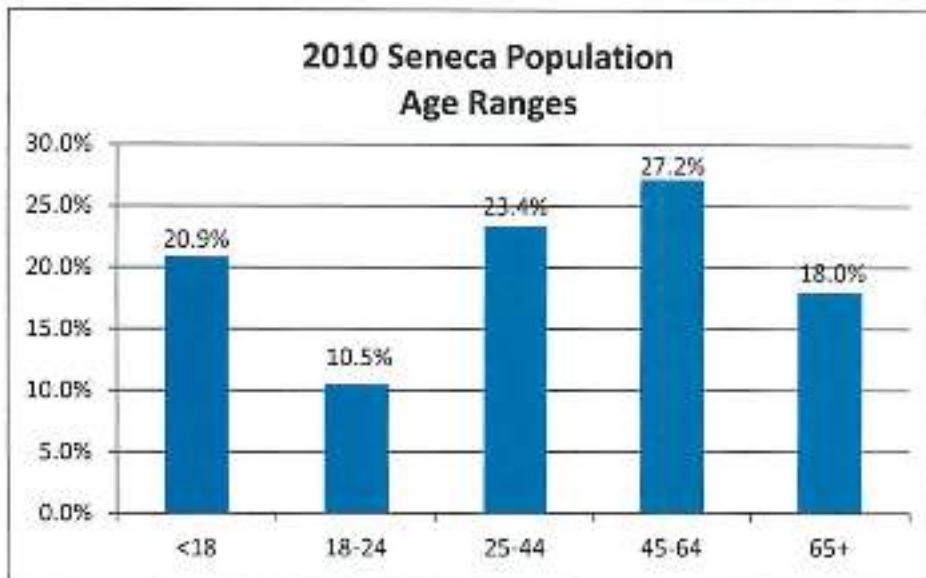
SENECA GROWTH PROJECTIONS

Seneca's growth continues to be significant as is that of Oconee County. This is due to the proximity to Clemson University, the natural beauty of the area, the outdoor recreational amenities located in the foothills of the Blue Ridge Mountains, and the designation of the area by several national rating services as one of the best places to retire in the United States.

According to local planners, the Seneca Library service area is defined by Census Tracts – 306.01, 307.01, 307.2 and 308. The 2010 U. S. Census reported a total population of 21,476 for the four census tracts. This represents a 16.6% increase in Seneca's population since the 2000 Census where the total population was 18,960. The estimated population for the 2011 population is 22,110 indicating continued growth. The consultants are aware that other area residents including some from Clemson and Pickens County may also use the Seneca Library on occasion. Reciprocal borrowing privileges are extended to these out of county residents. With the movement of the population between communities in the area, the use of the Seneca Library has the potential to serve more of the Oconee County population residing outside the four census tracts.

The median age for the combined census tracts is 43.8 years. This is significantly higher than the reported 2010 U.S. median age of 37.2 years (<http://www.census.gov/prod/cen2010/briefs/c2010br-03.pdf>) and the 2010 South Carolina median age of 37.9 years, reflecting the increasing number of retirees residing and relocating to the area. The following chart illustrates the percentage breakdown by age categories. See Chart 1 on the next page.

CHART 1



Racially 79% of the population is White, 19% Black and 4.2% of the total population is of Hispanic origin. Seneca households numbered 9,098 in 2010. The 2010 median household income for Seneca was \$36,683 which is lower than the state average of \$41,709. Of the total households 27.2% (2,475) included children under the age of 18; 32.5% (2,949) of households consisted of 1-person and 35.2% (3,212) of households were comprised of 3 or more persons.

CURRENT LIBRARY USAGE DATA

Based on information provided to the consultants by the Oconee County Library system, the Seneca Library has a total of 17,643 registered borrowers. This represents approximately 80% of the 2011 service area population cited above and is a strong indicator of library usage.

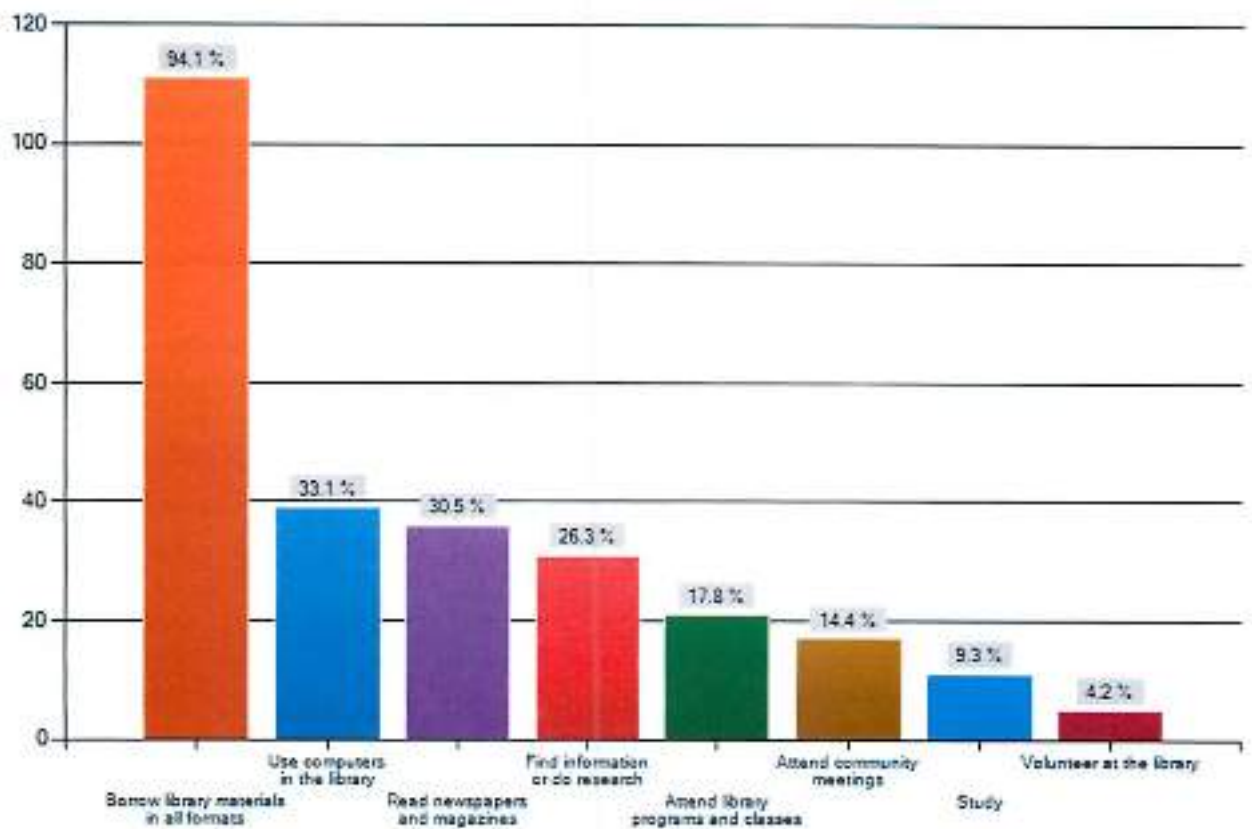
As of the end of FY 2011, the Seneca Library owned a total of 55,431 circulating items, not including non-circulating items or periodicals). Of all circulating items owned 61% are adult materials, 10% are Teen materials and the remaining 29% are Children's. FY 2011 circulation of library materials numbered 134,532, an increase of just over 6% from FY 2009. Of the FY 2011 total circulation 62.5% were adult materials, 6.5% were Teen materials and 31% were children's materials.

The average turnover rate for all circulating materials was 2.7. The turnover rate reflects the average number of times a circulating item is checked out in a year. Those turnover rates vary by type and format of item. For example, media formats tend to have the highest turnover rates. The Seneca Library's DVDs for adults had a turnover rate of almost 12 while Children's DVDs had a turnover rate of 9. New adult fiction had a turnover rate of 5.5 while older fiction has a turnover rate of 1.8. Children's print materials with the highest turnover rates were Easy Readers and Graphic novels as 3.6 and 3.4 respectively. These sample turnover rates for the Seneca Library are reflective of what the consultants see across the country in 21st century public library systems large and small.

A survey for the Seneca community was made available for completion online and at the Seneca Library between May 5 and 17, 2012. A total of 129 surveys were completed, 75 online and 54 on paper. Survey responses showed that the primary use of the library by 94% of the respondents was borrowing library materials. One-third of respondents used the library's computers and almost the same percentage read newspapers and magazines at the library. One-quarter of respondents engaged in finding information at the library and 18% attended library programs and classes. See Chart 2.

CHART 2

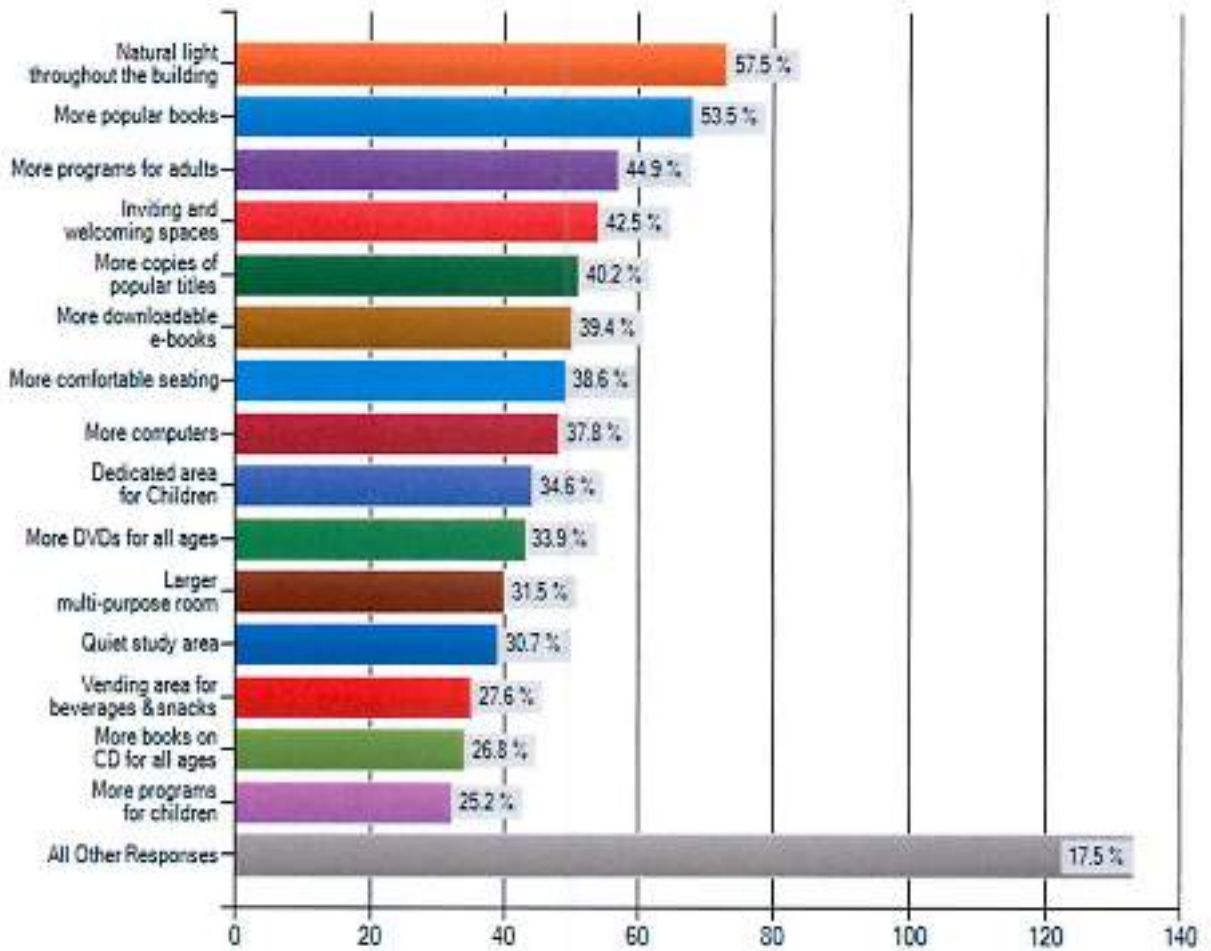
What services do you use at the Seneca Library? Check all that apply.



The survey asked respondents to indicate what additions and enhancements they would like to see in a new larger Seneca Library building. The number one response was more natural light throughout the building immediately followed by more popular materials. See Chart 3.

CHART 3

What services and other elements would you like to see expanded or added in the new Seneca Library? Check all that apply.



PUBLIC LIBRARY SITE EVALUATION CRITERIA

It is critical to approach the site selection process for a new public library with care. The ultimate success of any new library facility, with success measured in terms of usage of library services, will be determined to a large degree by where it is located. Public libraries are similar to other institutions which need to be easily accessible to be used and effective. Where they are located is of prime importance.

As a successful private developer would say, the three most important ingredients of any project are location, location, and location. A bank that is poorly located will not prosper, nor a food store or an apparel shop. The same is true for a public library. Acquiring anything less than a good site will prove a false economy in terms of the life-cycle costs of the library. The community's use of this important community resource will be significantly compromised by less than a good site.

Criteria for Assessment

The criteria listed below should be taken into account as each possible site is evaluated. PROVIDENCE Associates Inc has developed these criteria based upon experience and observation.

Site Capacity, Now and Future - The site should be large enough to provide a sufficient square or rectangular library footprint, the required parking for users, staff, and volunteers, future expansion, and the necessary allowances for setbacks, zoning requirements, and suitable landscaping. The resulting building should look like it belongs on the site, not forced on a plot of ground that is too small. If future expansion of the building is anticipated, then the site should be at least five times the initial BGSF (building gross square feet), or provide capability of adding additional floors.

Parking Potential, On-site and Off-Site – This is a companion to Site Capacity. However, in addition to the pure size of the site, are there or might there be in the foreseeable future, restrictions to having an adequate number of parking spaces.

Accessibility - The site should be easily accessible by automobile and public mass transit, and within walking distance of some potential users. However, pedestrian access will always be secondary. Adequate parking is a key element of automobile accessibility.

Visibility by Passers-By - A prominent location is required to attract the largest number of people to the library. A highly visible site, along a major street with easy accessibility is ideal. If the site involves other buildings, such as a joint-use complex, the library should be able to be oriented on a portion of the site with high visibility.

Development Cost – What will it cost to develop the site? These costs could make an otherwise desirable site less than it first appears to be. The issues to consider include:

- dollar value of the site, including the potential revenue loss if income producing property is replaced by a non-taxable structure
- Demolition costs of any existing facility(ies) on the site

- Relocation costs of any existing business or residential units currently on the site
- Unusual site development costs that may occur, such as from a site with underground utilities and/or water, a buried petroleum storage tank, etc.
- Cost of providing sufficient utility service to the site
- Extra construction costs that will occur due to such things as;
- Poor soil conditions
- Site limitations such as underground versus above grade parking
- Site configuration resulting in a more expensive building solution
- Excessive drainage and/or earthwork
- Construction of driveways and roads needed to fully access the site once the building is located on the site.

Building "Fit" into Fabric of Community, Now and Future - Will the library be a good neighbor? Is the neighborhood fully developed? If so, how will the library fit into the neighborhood? If there is development in the future, will it be compatible with the mission and goals of the library?

Views, Distant and Close – What does one see from the library site looking outward, across the street, and several blocks away? Conversely, what does the library site look like from across the street and from blocks away?

Legal Matters - The existence of easements or other restrictions can serve to minimize the buildable area of a site. A site owned by several persons and/or entities that could be difficult to acquire. Zoning restrictions can hamper development, including parking and/or entrance and egress to and from the site.

Physiography - The suitability of the soil, the topography of the site, and solar orientation are important considerations in construction and operational costs. Orientation considerations include the avoidance of west sun on the books, or the necessity of a north entrance that may offer little winter sunlight and exposure to the cold northern winds. Other factors to consider include these:

- Prevailing breeze
- Solar potential (passive and active)
- Sun angles
- Trees and landscaping.

While not included the above noted site criteria, the chosen site and the building design should provide a strong sense of safety and security for library users and staff.

Once the site selection criteria have been agreed upon, the next step in the process is to assign a point value to each of the above criteria. The sum total of the nine should be 100. Within each major factor, points can be assigned to the sub-factors. The sub-factor points should equal the sum of the major factor point total.

As an example, a library site study might conclude that Site capacity, followed by Accessibility, Visibility by passers-by, and Building "it" into fabric of community were the four most important factors, worth

20, 15, 12, and 12 points respectively. Within Site Capacity, the two most important sub-factors are Usable Site Area and Expansion Capacity, worth seven and five points in order. Therefore, if the usable site area of Site A were considered to be near perfect, it would receive a ranking of six or seven points. Conversely, if Site B was considered poor in this area the ranking might be zero, one, or two. Each factor and sub-factor should be given a point value. The site that receives the most points is determined to be the best site. If two or more sites were within eight to 10 points of each other, then cost effectiveness needs to be taken into consideration.

Each area within a county, municipality, or community where a new library may be considered may have a different ranking point system. The demographics, geographic size, and potential population of the area should be considered before assigning point values.

Tie-Breaking Factors

The land cost – purchase price criteria should be dealt with last, and should be in addition to the 100 points of the other criteria. The reason for this is that pure land cost should not be the first consideration inasmuch as the cost of the site will most likely be the least of the project costs for a new (or replacement) library facility.

PROVIDENCE cannot over-emphasize the importance of an objective site selection process. There is nothing, aside from the informational content within a library building that will have a greater impact upon the overall success of a library than where it is located. Since success of a library building is measured by usage, the more a building is used, the more cost effective it is. A good site will go a long way toward insuring the success of a library facility for use by the majority of the service residents.



SENECA LIBRARY SITES FOR CONSIDERATION

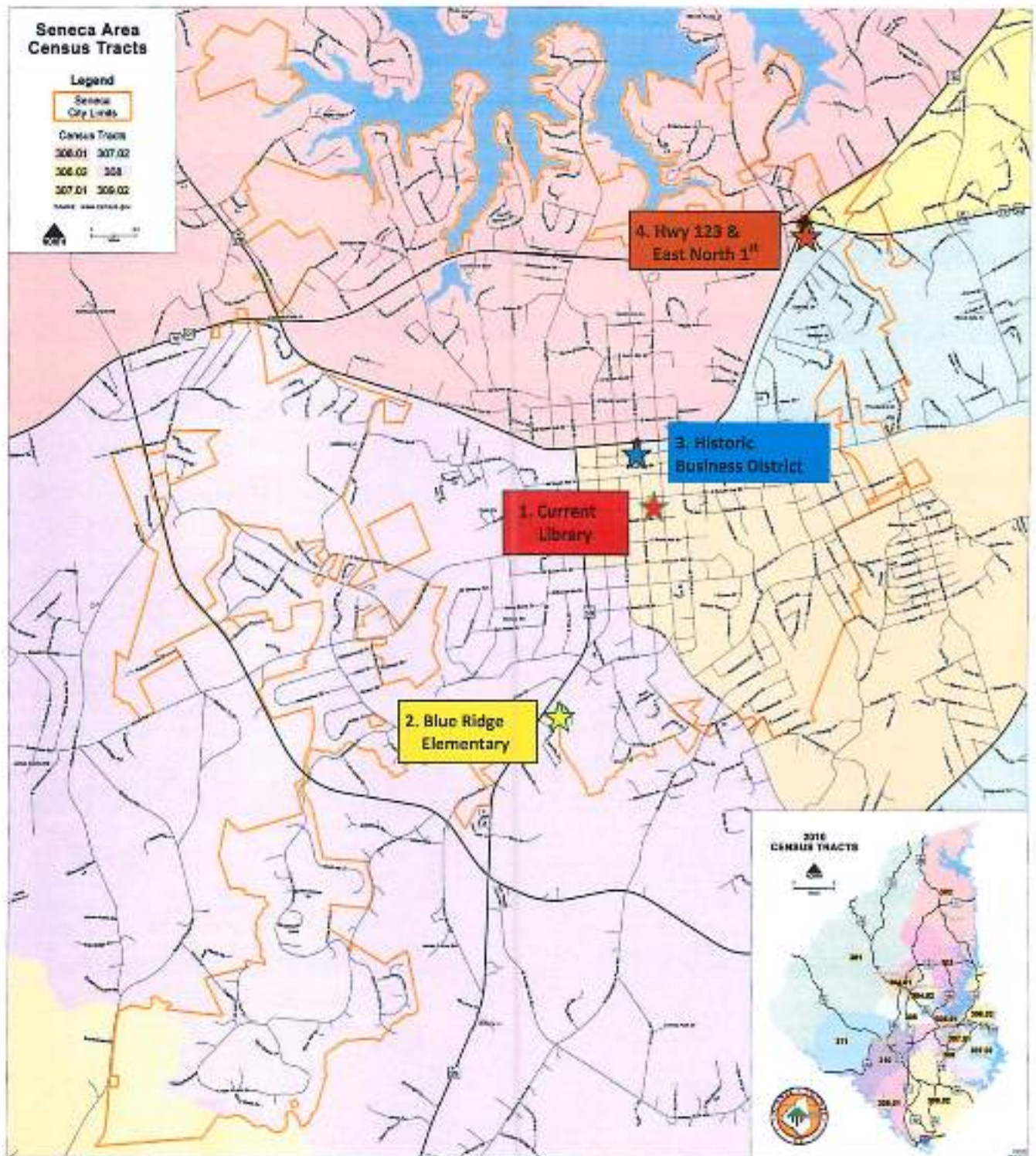
Providence Associates was asked to evaluate three sites for a new Seneca Library:

1. Current Location
2. Blue Ridge Elementary Site
3. Seneca Historic Business District

A fourth possible site was identified by the consultant during the study:

4. Site Near Highway 123 and East North 1st Street

Map of Seneca Showing the 4 Possible Library Locations





SENECA SITE EVALUATIONS - PROS AND CONS

David Warren, Associate Principal with Providence Associates visited each site on at least two occasions. Each was observed for the site considerations.

Important Considerations:

It should be recognized that it may be less costly to operate a one-level library facility. This does not require the installation and maintenance of elevators which are required under ADA stipulations. Less staff may be required to supervise a single level building.

However, the number one site consideration is LOCATION. If obtaining the best site requires the construction of a multi-level building, this should be given strong consideration.

1. Current Seneca Library Location

<u>Pros:</u>	<u>Cons:</u>
<ul style="list-style-type: none">- The property is jointly owned by the city and the county. It would be necessary for the city to "gift" its portion to the county. The location should not require expenditures for land acquisition.- The site is in the New Market Tax District.- The size of the property is adequate for the building, parking and future expansion of both.- The site is in close proximity to some residential areas, making it possible for those residents to walk to a library on this site.- Site is on the new electric bus line managed by CAT.- Some long-time citizens of Seneca have an attachment to the property since it has been the library location for more than four decades and prior to that time was the location of a public school which many of them attended.- Current users know where the library is located.	<ul style="list-style-type: none">- Some site development would be required since it is not a level site.- Present building must be demolished at a cost. Demolition might have to occur before construction in order to provide proper orientation of a new building which would require relocation of library while construction takes place.- It is off "the beaten path" with very limited visibility unless driving down one of the four streets surrounding the block on which the library is located. None of these are high traffic streets. It is a residential area.- There is no other commercial development or any community services in the adjacent areas to this site from which to draw library users or allow citizens to combine visiting the library with going to other destinations they visit on a regular basis.- There are no other public service facilities in the proximity that attract regular traffic from which the library would attract additional users.- Currently, many first-time library users have to stop and ask directions to the Library.- The site has not been tested for environmental issues- The location is cut off from the redeveloping historic downtown district by the railroad tracks.

2. Site Adjacent to the Blue Ridge Elementary School

<p><u>Pros:</u></p> <ul style="list-style-type: none">- Site donated by the Oconee School District- Level, building-ready site- Tested environmentally for construction- Provides visibility although not on highly traveled traffic artery- Site is on the new electric bus line managed by CAT.- More convenient to South County residents	<p><u>Cons:</u></p> <ul style="list-style-type: none">- This is not a central location in Seneca.- Site of 5 acres which includes a retention pond- Site is too small for recommended building size unless designed and constructed on more than one level making it more costly to construct and operate.- No space for future building expansion and parking needs.- Location is not compatible with school use based on school security concerns.- High traffic around school days and special events, making the library less accessible to library users at times- Location would make library subject to after-school "childcare" role which is contrary to role library should play and opens it to public criticism and liability for children left there after school.
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3. City Block in Seneca Historic Business District on East North 1st Street Across from City Hall

<u>Pros:</u>	<u>Cons:</u>
<ul style="list-style-type: none">- Located in the New Market Tax District providing incentive for using funds to construct a new Library- Property could be acquired by City of Seneca for a Library site- Location is central to "old Seneca" where rejuvenation is already occurring- Site is easily accessible and a library would be highly visible on this city block- Recent meeting with City Planner and Library Board members indicates this site is favored by the City- Timely acquisition of the properties on the block would be for the "public good"- Site would attract more people to the "old" business district, encouraging commercial redevelopment while increasing the commercial tax base- Close proximity to residential areas making it possible to walk to the library- Site is located on planned Streetscape corridor- Site is on the new electric bus line managed by CAT- The adjacency of the City Police Department department aids in heightened library security- Library would be seen as a community center for civic activities in this location	<ul style="list-style-type: none">- A new library would have to be carefully orientated to the site and carefully designed in order to insure it could be expanded in the future.- The footprint of the site would be more limited than other locations.- Parking should be adequate initially, but if other development takes place in the area, more public parking near the library would have to be made available- Environmental issues not tested for preparing the site for construction, and building demolition- No plan yet in place to identify how long it might take for the City to acquire all the individual properties

4. Site Near Highway 123 and East North 1st Street

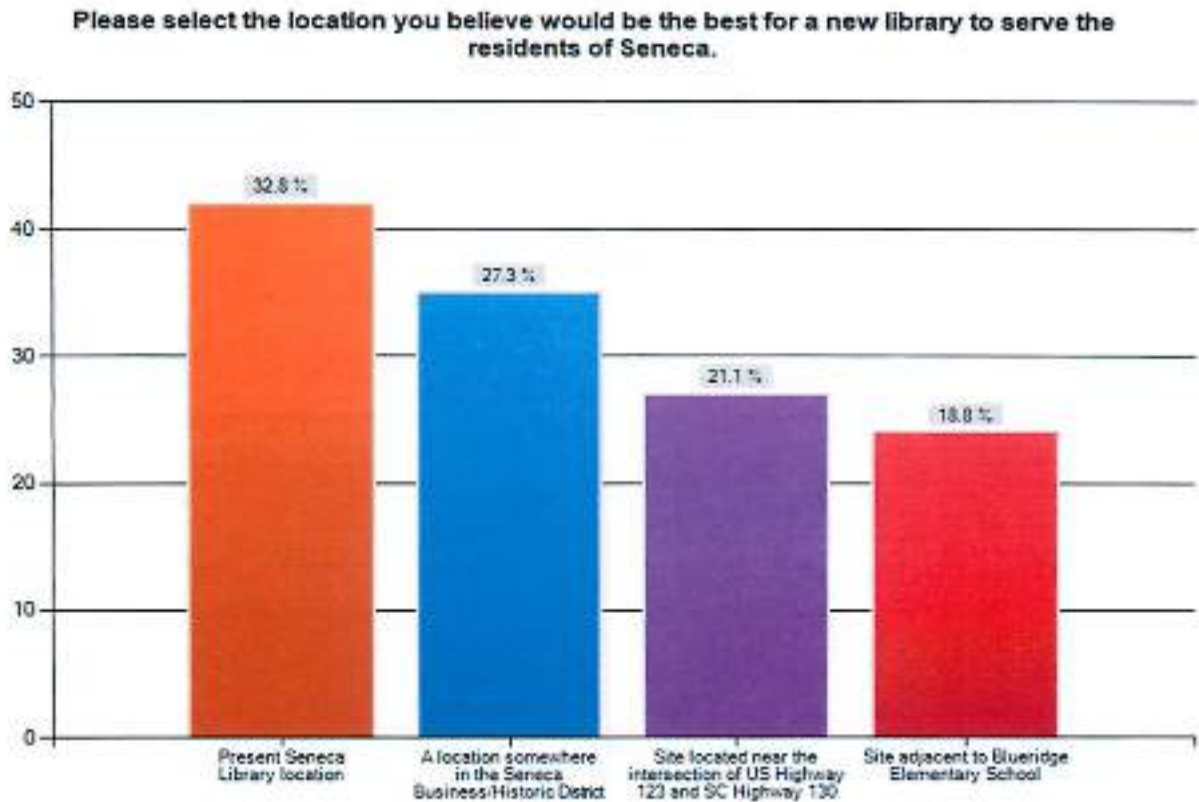
<p><u>Pros:</u></p> <ul style="list-style-type: none">- Located near heavily travelled traffic artery and nearer to the center of the community- Provides site opportunity to be highly visible- Meeting of Board members with the City Planner indicated a degree of possibility for the 4.3 acre trailer site behind the pharmacy at the intersection which is included in the New Tax Credit District- Proposed streetscape plan would enhance location of library in this area.- Location of the Library in this area will stimulate commercial development.- Centrally located to the majority of the residential areas comprising today's Seneca- Highly accessible- Site is on the new electric bus line managed by CAT.- Available tracts of land of which some are level and ready for construction- This location could present a development opportunity for sharing a site for multiple use and shared parking- Locations here could provide possibilities of partnerships with developers who would like to realize the high traffic generated by a public library.- A site here could allow the pursuit of financing alternatives to the cost associated in constructing a new library if part of a joint use development.- Some of the properties here have been approved environmentally for construction.	<p><u>Cons:</u></p> <ul style="list-style-type: none">- There could be limitations to how the library might be expanded if needed in the future if part of a commercial development.- Cost of a site which is unknown at this time.- No knowledge of any environmental impact study of the 4.3 acreage site adjacent to the pharmacy
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Community Survey Site Preference Responses

Survey participants were asked to indicate their preferred location for a new library in Seneca.

There is no location that is overwhelmingly preferred by more than 50% of the respondents. The site of the current library was thought best by about one third of the participants, followed by a location in the Seneca Historic Business district by 27% of respondents. The location in the area of US Highway 123 and SC Highway 130 was identified by 21% of respondents, with the Blue Ridge Elementary school site coming in last with almost 19%. See Chart 4 on the next page.

Chart 4



Site Evaluation Matrix

Providence Associates completed a standard objective library site criteria evaluation matrix for the four library sites identified in the survey using information from the consultant's visit to each potential site along with information made available at the time. Based on the scores illustrated in Chart 5 on the following page, the optimal sites for locating a new Seneca Library are at US Highway 123 & SC Highway 130 (score= 85 out of 100) and a block in Historic Downtown Seneca (score = 76 out of 100).

Chart 5

New Seneca Library Site Evaluation Chart Prepared by Providence Associates 6-3-12					Downtown Seneca City Block on North St across from City Hall*	
Ranking Categories		Total Points per Category	Criteria Value	Present Library Site *	Blue Ridge Elementary Site*	US 123 & 130*
			Scores	Scores	Scores	Scores
Site Capacity		25				
Present Building Area	9	9	0	9	9	
Future Building Area	3	3	0	1	3	
Present Parking Area	9	9	0	9	9	
Future Parking Area	4	3	0	1	4	
Subtotal	25	24	0	20	25	
Accessibility		27				
Vehicle Access	10	10	2	10	10	
Pedestrian Access	4	4	1	4	1	
Daily Parking	9	9	3	8	9	
Event Parking	4	2	0	3	4	
Subtotal	27	25	6	25	24	
Image and Visual Quality		12				
Compatibility	4	0	0	4	4	
Complimentary	3	0	0	3	3	
Identity (Awareness)	5	0	1	5	5	
Subtotal	12	0	1	12	12	
Visibility		8				
Far away	3	0	0	3	3	
Up close	5	0	2	5	5	
Subtotal	8	0	2	8	8	
Demographic Patterns		8				
Convenience	8	1	1	8	8	
Subtotal	8	1	1	8	8	
Development / Physiography		20				
Ownership	12	12	12	0	0	
Shape/Physiography	8	3	2	3	8	
Subtotal	20	15	14	3	8	
TOTAL SITE SCORES		100	65	24	76	85

(out of possible 100)

* Current Library would need to be demolished and a temporary location would need to be found to provide library services for at least 12 to 18 months

*Not centrally located. Site is too small for size bldg required and no space to expand in future. Not compatible with school use - security concerns

*Located in New Market Tax District. City needs to acquire property, could take time. Center of "old" Seneca and in revitalization area and on new electric CAT bus line. Could become hub for civic activities

Highly traveled intersection. Highly visible - Central to majority of residential areas and highly accessible. Available tracts of land level and ready for construction, opportunity for developer partnerships

CONSULTANT SITE RECOMMENDATIONS

Identifying a clear-cut first choice site for a new Seneca Library requires that a number of extenuating circumstances be further evaluated. These include site availability and the time frame in which the sites might be acquired for the construction of a new Seneca Library. Careful and thorough discussion with all parties that must be involved in the site acquisition process is required.

Taking the sites individually and in the order previously identified, these considerations are critical.

Site 1 – Present Location of the Seneca Library

The major concern, and it is crucial, is the location. It is not visible and, after more than four decades in this location, many people still have to seek directions to the Library. The site is not central to the historic business or other development in the community. There are concerns in this location for the security of users and staff. In order to locate a new building on this site, the library must be temporarily relocated and the current building demolished before construction of a new building can occur. This represents an additional cost and delay.

Site 2 – Next to the Blue Ridge Elementary School

The consultants consider this location rated last of those evaluated. It is too distant from the majority of community residents, major traffic arteries and community activity. There are school and park incompatibility issues.

Site 3 – The relocation of the Library to the block across East North 1st Street from Seneca City Hall would be better than the two previously noted sites. It provides excellent visibility in a central location on a major traffic artery. However, in order to select this site, there would need to be a firm commitment from the City of Seneca to insure the speedy acquisition and title of the properties comprising the location in order that construction of a new building might commence in three years.

Site 4 – This site has emerged as a top contender for the new Seneca Library. It is located south of the intersection of Highway 123 and East North 1st Street. This location would provide the highest visibility and access to the most residents of Seneca. It is understood that property on both sides of North East 1st Street is for sale and available for development. The construction of a new Library could occur in conjunction with commercial development being proposed. The location of a new library here could generate a large amount of traffic and positive commercial development. The site is adjacent to the planned streetscaping of East North 1st Street and the new CAT electric bus route. Current library users not accustomed to having to engage with the heavy traffic along Highway 123 would not have to do so since entry could be from East North 1st Street. This location should be given high priority for consideration as the best site for a new Seneca Library.

Refer to **PROS AND CONS** and the **SITE EVALUATION MATRIX** regarding evaluation points for each site.

PROJECTED COSTS

The latest costs for new public library buildings in South Carolina is from FY 2009-10 as reported in **Library Journal** in its annual December 15, 2010 Library Architecture issue (<http://c0003264.cdn2.cloudfiles.rackspacecloud.com/Arch2010PublicNew.pdf>), reports three new libraries were constructed in Johnsonville, Olanta and Timmonsville, South Carolina in the previous year. Each of these buildings was 6,500 SF. The average cost per square foot breakdown (not including land acquisition) follows:

5. Construction: \$200.00 per SF increased from 168 to \$180 after discussion with Board
6. Equipment: \$34.00 per SF
7. Other Costs: \$16.00 per SF
8. **Total Project: \$250.00 per SF increased from \$238 to \$250 after discussion with Board**

Using the Total Project cost per square foot, a **27,527** square foot new Seneca Library without headquarters services would be estimated at **\$6,881,750**. If the headquarter functions were to be included, the square footage would be **29,712** with an estimated cost of **\$7,428,000**.


As the figures quoted are the latest construction costs to which Providence has access, we strongly recommend that the Oconee Public Library seek current estimates from the architect to be engaged for the design of the new library. It should be noted that this is a reduction in the previously recommended square footage. This is due to technological advances incorporated in the delivery of information and most all aspects of library services.

FUNDING:

Funding for a new library building has been the principal stumbling block in the realization of a new library for Seneca. Past efforts to obtain federal grants have been unsuccessful. Such funding is virtually non-existent in the current economy. The community should not wait for the possibility of such funding in the future unless tied to the New Market Tax Credits that have been mentioned as a possible funding means to finance a portion of the program. This should be given serious consideration and study.

The ideal funding option is to obtain approval from the five members of the Oconee County Council (all of whom are fairly new in their governance roles) to approve the issue of capital bonds for the construction of the new Seneca Library. Speaking with two members of Council members during the consultant's visits to Seneca and with the county administrator, revealed that necessary bond indebtedness is currently available to cover the construction of a new library. However, it was stated that there are other county projects that may be need to be addressed. The Library Board and its friends must convince the County Council that no greater need exists than the long-standing request for library capital funding.


It will take a strong show of public support for a new Seneca Library to obtain the monies necessary for a building program. The Library Board is leading the way in this effort, but it may be advisable to form a library citizens' committee to lead the way in this effort. This is in addition to the Library's Friends



group. The citizen's committee which should be representative of a cross section of the community leadership should be appointed by the Library Board. This group should speak with a strong, united voice with the funding authorities in Oconee County and Seneca along with the Library Board. There are excellent examples of the roles of such groups in other similar South Carolina communities where new libraries have been realized.

The Chamber of Commerce should be involved and on record of supporting the funding for a new Seneca Library. It is recommended that the Library system join the Chamber of Commerce, possibly with the low annual membership paid by the Friends of the Oconee Library. Library officials should take active roles in the Chamber's activities. **IT IS RECOMMENDED THAT NO CONCEPTUAL OR SCHEMATIC DESIGN FOR A NEW LIBRARY DESIGN BE PREPARED UNTIL AFTER A SITE HAS BEEN CHOSEN AND APPROVED.**

The consultant's visits and meetings in Seneca showed a strong level of community support for a new Seneca Library. The same was indicated by the leaders at the local, county and state governmental levels. This sentiment must be translated into actual funding. If the county does not feel it can use its available bond indebtedness (indicated to be approximately \$22M), it should consider a bond referendum where only the library is under consideration for the sale of capital bonds. Such bond referenda throughout the country have shown a very high level of approval.



The Library Board may wish to consider a capital fundraising campaign to cover a portion of the new building cost. This might provide funds for enhancements to a new building that might be more difficult to fund with public dollars. This might also provide "naming opportunities" for spaces in a new building. There may, also, be opportunities for donations such as site development from locally owned companies.



ATTACHMENTS

- A. Seneca Library Space Needs Requirements: 2002 and 2012**
- B. 21st Century Public Library**
- C. Community Survey Questions**



A. Insert Fold-out Copy (Legal Size Paper) of Space Needs Requirements Here

B. The 21st Century Public Library: Article Citations

Mueller, Charles. "The Once and Future Library," *American Libraries Online*,
Posted Tue, 03/06/2012 - 22:36

<http://americanlibrariesmagazine.org/features/03062012/once-and-future-library>

CRITICAL ELEMENTS OF 21ST CENTURY LIBRARIES

- Customer-focused and driven
- Library as "Destination" *the place* for the community to connect
- Inviting, comfortable, spacious, attractive, colorful and bright facility
- Functional, flexible and adaptive spaces for all ages
- Convenient access to and delivery of services
- Core resource for lifelong learning and literacy
- Interactive place for children ages 0 to age 12, encouraging and supporting imagination, love of reading, learning, and discovery
- The "happening" place for teenagers inspiring and supporting learning and social networking needs
- A place for family-focused learning, activities, programs, and events
- A vital resource for active adults (55+), engaging them through programs, technology, and volunteer opportunities
- Collections (in all formats) that are current and responsive to the popular interests of the community as well more specialized in-depth collections and unique resources
- Up-to-date and plentiful technology access and virtual services e.g. Wi-Fi, laptops, tablets, self-service, downloadable e-content, up-to-date robust and dynamic easy-to-use website, classes to enhance general technology skills, digital creativity spaces, small business incubators, workforce development, ESOL
- Building layout and adjacencies that enhance the customer's experience and ease of use
- Buildings designed and constructed with future flexibility in mind in order to continuously re-purpose spaces to meet the needs and expectations of an ever changing community
- Service models that maximize customer satisfaction, foster staff interaction with users, and streamline operations



InTouch Interactive Table

Photo Courtesy of Agati Furniture www.agati.com



C. Copy of Online and Paper Community Survey Instrument

New Seneca Library Survey

The need for a new Seneca public library is well documented and has been under discussion for more than a decade. Key to the success of a new library is the determination of the best site for this new facility which should be planned to serve the growing community for at least the next twenty years and beyond.

A national library consulting firm has been engaged by the Board of the Oconee County Library to help determine the best location for a new Seneca Library. The consultant would like your input on this important issue.

Most everyone would like for a new Seneca Library to be close and convenient to where they reside. However, any such taxpayer investment must be in a location that is central to the majority of the population and on a site that is highly visible and accessible. The size of the site for a new Seneca Library needs to be approximately six (6) acres in order to provide for the building, parking and future expansion when necessary.

We appreciate your taking several minutes of your time to respond to the following questions related to the new Seneca Library.

*1. Do you live inside the city limits or within five (5) miles of the town of Seneca?

- Yes
 No

*2. If you do not reside in or live within a 5 mile radius of the town of Seneca, in what area do you reside?

3. Do you use the current Seneca Library?

- Yes
 No

IF YOU ANSWERED "YES" TO QUESTION #3, PLEASE SKIP TO QUESTION #5 NOW. IF "NO," CONTINUE.

4. Why don't you use the Seneca Library? Check all that apply.

- I get all the information I need from the Internet.
- I buy the books I want to read.
- I only read things on my Kindle, Nook, iPad or other e-reader.
- I don't have time to use the library.
- I don't know what the library has to offer.
- The library location is not convenient.
- I use another public library

Please specify other public libraries used.

PLEASE SKIP TO QUESTION # 7 NOW.

5. How often do you use the Seneca Library?

- Once a week
- Once a month
- 3 to 6 times a year
- About once year
- Other

Other (please specify)

6. What services do you use at the Seneca Library? Check all that apply.

- Borrow library materials in all formats
- Use computers in the library
- Attend library programs and classes
- Read newspapers and magazines
- Find information or do research
- Study
- Attend community meetings
- Volunteer at the library

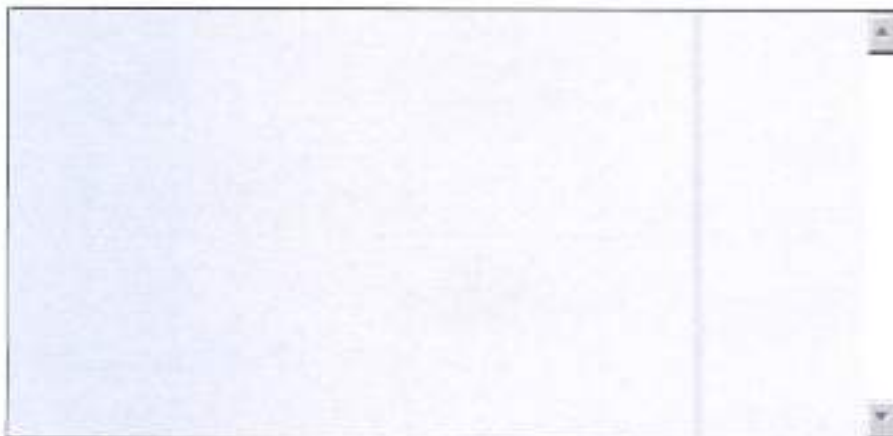
Other (please specify)

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7. What services and other elements would you like to see expanded or added in the new Seneca Library? Check all that apply.

- | | |
|--|--|
| <input type="checkbox"/> More popular books | <input type="checkbox"/> Larger multi-purpose room |
| <input type="checkbox"/> More copies of popular titles | <input type="checkbox"/> More programs for adults |
| <input type="checkbox"/> More books on CD for all ages | <input type="checkbox"/> More programs for children |
| <input type="checkbox"/> More downloadable e-books | <input type="checkbox"/> More programs for teens |
| <input type="checkbox"/> More downloadable audiobooks | <input type="checkbox"/> Quiet study area |
| <input type="checkbox"/> More DVDs for all ages | <input type="checkbox"/> Dedicated area for Children |
| <input type="checkbox"/> More Music on CD for all ages | <input type="checkbox"/> Dedicated area for Teens |
| <input type="checkbox"/> More computers | <input type="checkbox"/> Inviting and welcoming spaces |
| <input type="checkbox"/> More computer classes | <input type="checkbox"/> Natural light throughout the building |
| <input type="checkbox"/> More comfortable seating | <input type="checkbox"/> Vending area for beverages & snacks |
| <input type="checkbox"/> Group study areas | |

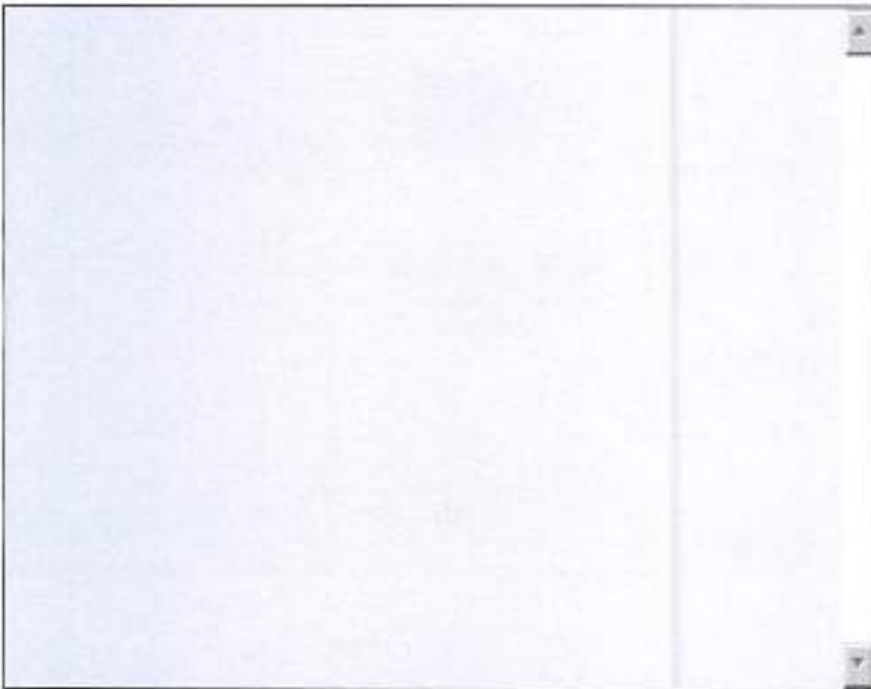
Other (please specify)



***8. Please select the location you believe would be the best for a new library to serve the residents of Seneca.**

- Present Seneca Library location
- A location somewhere in the Seneca Business/Historic District
- Site adjacent to Blueridge Elementary School
- Site located near the intersection of US Highway 123 and SC Highway 130

Please tell us why you feel this location is best.



Thank you for providing your input on this important community issue.

DRAFT Recommended Space Requirements

**Seneca Branch Library
County, SC**

Oconee

Population Served: 2,797 / 23,562
 Sq. Ft. / Square Footage



Based on estimate of 2014 Population

Functional Component	Proposed Space Designation	Provisional Square Feet (SF) Units	2009 Space Program		2008 Space Program		NOTES
			2009	Future	2008	Future	
STAFF SPACES							
		unit area SF	number of personnel	=	net SF		
Library Managers	Branch Manager	120	1.22	1.02	120	120	Individual offices except reception area
	Assistant Branch Manager	100	1.03	1.03	100	100	
Library Staff Workroom Space							
Information Services	Reference Librarian Office System Cubicle	56	1.03	1.00	120	56	Attempt to utilize staff desk of lower work space as much as possible to prevent public patron use of space as possible. Office system individual desks replace cubicles for Manager
	Reference Staff Cubicle	48	1.03	4.00	60	160	
Children's Services	Children's Librarian Office System Cubicle	58	1.03	1.00	100	58	
	Children's Staff Workstation Cubicles	48	2.00	3.00	250	144	
	Materials (Book) Repair Room	150	0.00	1.00	0	150	Recommend use of fix only room where all materials are returned from if personnel able to find, children, stored on pattern onto the ceiling. Also use spring loaded shelves that are then emptied by staff, checked on with hand-held scanner and then coded for shelving
	Depository sorting bins	15	1	0	0	-15	
	Book tracks	10	2	3	0	-10	
	Hand-held Scanner	0	1	2	0	0	2x SF required
	Workstation stand	24	1	1	1	24	
Telephone Gender Room		100	1	1	225	48	
Book Truck Parking		10	15	15	160	160	Dimensional fit
Circulation Staff Workstations		48	2.00	2.00	350	298	Dimensional fit office systems cubicles
Adult Workstation		48	1	1	60	48	
Work center with Desk		150	1	1	150	150	
Work table		25	2	1	150	25	1 table only
Shelving		10	1	6	100	60	5- 5475 SF units 318 x 120 x 7.4 inches per unit @ 10 SF/unit
Storage Room		350	1	1	400	250	
Delivery Processing Work Area		125	1	1	125	125	
Back Issue Periodical Storage		0.10	1000	1000	100	0	When branch libraries keep only current year of magazines with back issues for the year filed on file copies onto reach the current issue display. Older issues can be removed from library provided online catalog
Staff Restrooms		50	2	2	100	100	
Staff Lounge with Kitchenette		300	1	1	300	300	
Staff lockers		0	10	15	75	75	
TOTAL STAFF FTE & SF:			0.00	11.00		3,380	2,337

PUBLIC SPACES

DRAFT Recommended Space Requirements
Service Library - Chester County SC

Public Spaces - General and Adult Services

	sqft area	number of volumes	sqft SF
Entrance			
Vestibule	70	1	70
Lobby	300	1	300
Friends Book Store & Storage	300	1	300
Public Rest Rooms	250	2	500
Literature rack	16	1	16
Cafe/Reading area	250	217	133
		Subtotal Entrance SF	1,770
Circulation Services			
Circulation Desk/Workstations	60	4	240
Passes and Retrieval of books/shelving	10	1	10
Self-check out units	40	2	80
		Subtotal Circulation/SM Services SF	330
Adult Services (Reference, Services, Collections, Computing and Seating)			
Collections: New adult book display (on carters)	0.25		100
All adult media except children's - DVDs, books on CD, music, MP3 players - (on carters with mix of spine out and face out flip-through shelving)	0.15	3,000	2,000
Adult Fiction Collection	0.12	27,000	13,200
Adult Non-Fiction	0.12	35,000	11,200
Reference Collection	0.12	1,500	300
OPACs	12	4	160
Adult periodicals	1.25	150	125
Reference Service			
Reference Desk	100	1	100
Reference Service Point desk	48	0	0
Reference Shelving (ready reference 302a)	34	1	34
Reference Workrooms	200	1	200
Adult Seating			
Adult one-place study carrels with chairs	30	10	300
Adult two-place study carrels with chairs	72	12	840
Adult four-place tables with chairs	100	4	400
Adult high seating	40	10	400
Group Study Room for 10	300	2	600
Tutoring Study Rooms for 2 to 4	150	2	300
Drum Tables	12	0	0

70	
300	
300	
500	
16	
280	This area not included in the 2006 program and needs to be added
1,450	Cafe/reading (3 - 4 person tables tables & chairs, 2-3 reading workstations)
120	Recommend 2 workstations - 2 for Card Catalog and 1 for computer as this is the only place to use a PC. 4000 - 4000 sq ft required for this area
20	12' x 40' x 50' x 10' Shelving unit - 100 x 10'
120	Small tables for 300 sq ft of work area - priority area in today's economy with self-check
300	
100	Mix of Table & Face out shelving. Assume 50% always in circulation. Proposed new book collection is 800, number volume 600 always on shelf
330	Assume 60% of total 6,000 in circulation. Filtered content should be shelved in media racks or shelving from outside. TV. Media used off shelf - all books on carters. Only purchase and maintain new books. Would also recommend adding video games potential collection
1,350	Recommend a total collection of 18,000 items with 20% in circulation. Adult services level is payable non fiction, use Fiction and Database for research and subject shelves
1,125	Libraries have been reducing reference collections from 60 to 20% as a result of patron preference for Internet and online databases. Do the most current information
30	Need to locate OPACs on stack and place staff @ 12' x 10' table with Librarian and SF Collectors
48	
125	Face out flip up shelving with 1 yr. checkout cycle each volume. The carters for this included 120. Separate area for 10 employees of the library machine. We are trying to be published in our digital world
0	
48	more about this and PC workstation and justify show
0	will be used in reading area of book area more by majority of reader reference questions
0	not needed. Not necessary if reader at table location near a large collection area
280	
570	
300	Typically only one table with 4 or 6 places with 4 seats at table
400	
200	The room is used as a multi-purpose room for users to discuss
300	
0	subject location of large other reading

Adult - Computing Area

Staff Space Needs Requirements
Sevens Branch Library Coopers County JC

- Adult public computer workstations
- ADA Accessible PCs workstations
- Computing service point
- Printer station
- PC Reservation station

total Adult Collection and Seating SF 8,458

30	27	5	800
45	0	4	0
49	0	1	0
24	0	1	0
24	0	1	0

Subtotal Main Computing Area SF 855

- Meeting Rooms
- Flex / Multi-purpose community meeting room
- Meeting Room Storage
- Niche
- Conference room
- Technology Training room

15	1	100	1,000
100	1	1	100
100	1	1	100
20	20	20	400
550	0	1	0

Subtotal Meeting Areas SF 2,669

Total Adult Services SF 13,212

Public Spaces - Teen Services (Young Adult)

Collection

- YA Books (Fiction, Graphic Novels, etc.)
- Teen Periodicals
- OPAC on Slack Desk
- Teen Group for Workstations
- Teen Lounge Chairs
- Bean Bag Chairs
- Teen Storage Area with 61" x 60" Storage

0.12	7,000	4,000	480
1,800	0	5	0
10	1	1	60
20	0	0	100
35	0	4	0
20	0	2	0
25	0	0	0

Subtotal Teen Area SF 700

6,373

60" x 30" x 2" Pressed notebook storage & data management
Without 1 computer per 1000 collection
60" x 30" x 2" - 10" (7 Pressed) storage & data management item
to be on adjustable height table.

40

Rebar steel joists

24

375

1600

Technologically advanced

200

For tables, chairs and equipment (TV, systems, etc.)

100

460

Room to accommodate 10 persons per table or 20 total include
technology and flexible furniture

550

Resistant to County Council for workforce training in business
Opportunity to collaborate with Technical school

2,000

10,558

540

Total collection 6000 with 20% on shelf

5

12

316

144

60

125

1,705

Public Spaces -
Children's Services

Cost Space Needs Requirements
Sonoma Branch Library Ocean County SC

		48	1	1	133	48	
	Children's self-check station	40	0	1	0	43	
	Photocopy/Printer	40	1	0	10	3	Typically these are not located in Children's space
	Fairy Read Room	40	1	1	40	43	
	Children's Librarian's Office	120	1	2	1	3	All staff areas are located in the Staff/Miscellaneous area
	Children's self-workstation		1	0	250	3	All self-work areas are located in the Staff/Miscellaneous area
Children's Collections	New Books Display (Spine & Hardcover)	0.20		455		91	Factor in: 37% in circulation
	Children's Media (DVD, Audio books (CD), Music, MP3, etc.)	0.12	160	1,820	160	219	
	Children's Picture Books	0.10	16,000	4,875	1,233	439	Total collection of 6,000 with 25% in circulation
	Children's Fiction and Non-Fiction	0.10	19,600	9,300	1,263	930	Total collection of 12,000 with 25% in circulation
	Children's Reference	0.12	777	50		6	Collection doesn't circ. This number isn't provided in statistics. This number is based on best practices for libraries of this size. Recommend reading collection.
	Children's Periodicals	1	20	15	10	15	Current total face-out with storage underneath
	PAC Station on Black Ends	10	2	3	80	36	
	48" LCD Panels	12	0	1	0	12	Mounted on the wall etc.
Children's Seating	On-the-floor play/programming space	10	1	10	200	120	Children seated on floor
Early Childhood (ages 0-4)	Children's two-place tables and chairs	25	0	1	0	100	Seated in this appropriate for age group
	Children's Solo (Round About)	20	0	1	0	30	Appropriate for parents and children
	Children's lounge seating	24	0	2	0	48	Seated in this appropriate for age group
	Parent lounge seating	26	0	0	210	108	
	Early Literacy Computer Stations	38	0	2	0	72	
	Special feature (e.g., interactive)	50	0	1	0	60	
Young School aged (ages 5-8)	Children's two-place tables and chairs	100	0	0	600	300	Appropriate in size and chair for this age group
	Children's lounge seating	30	0	2	0	60	Appropriate in size and chair for this age group
	Computer workstations 2-person	60	0	0	150	150	
Pre-teen (ages 9-12)	Four Place Tables and Chairs	100	0	0	0	200	Appropriate in size and chair for this age group
	Two Place Tables and Chairs	50	0	2	0	120	Appropriate in size and chair for this age group
	Lounge Seating	30	0	2	0	60	Appropriate in size and chair for this age group
	Math area / Learning Area	25	0	4	0	100	
	Group Study Room 2-6 persons	150	0	1	100	180	
Children's Program Room	Seating for all Children w/ parent caregiver		1	1	500	400	includes tables, 37% staff monitor
	Children's Storage	100	2	1	385	385	
	Subtotal Children's Area SF				5,731	-4,282	
Miscellaneous	Maintenance Department and Misc. storage	150	1	1	151	151	
	Subtotal Miscellaneous SF				150	150	
	Total Net SF				22,278	18,412	Class and storage rooms, hallways, mechanical rooms, restrooms, rest rooms, etc.
	Total Assignable SF				26,620	21,174	includes books, materials, building materials, etc.
	Total Building Gross SF				33,306	27,827	Sum of all areas on all floors of a building (includes within the outside limits of the exterior walls)
	Square Feet Per Capita				1.39	1.15	Using population of 2016 population
New Building Project Cost Estimate @ \$250/SF without site acquisition costs					\$8,326,403	\$6,961,635	

Source: Sonoma County Library

Source: Sonoma County Library

Rouleau & Associates, Inc.

TIME AND MATERIALS CONSULTING AGREEMENT

This Time and Materials Consulting Agreement (the "Agreement") is effective 17 July 2012,

BETWEEN: **Rouleau & Associates, Inc.** (the "Company"), a company organized and existing under the laws of the State of North Carolina, with its head office located at:

209 Park Gate Drive, Cary, NC 27519

AND

Oconee County South Carolina (the "Customer"), a company organized and existing under the laws of the State of South Carolina, with its head office located at:

415 South Pine Street, Walhalla, SC 29691

1. TERMS AND CONDITIONS

1.1 Definitions

As used in this Agreement:

"Customer" means the customer described on the cover sheet.

"Data" means representations of information or of concepts that are being prepared or have been prepared in a form suitable for use in a computer system;

"Deliverable" means those Services to be provided to Customer by Company and those Products to be delivered to Customer by Company under this Agreement.

"Company" means Rouleau & Associates, Inc.

"Product" the Functional Assessment Study for Customer's proposed Solar Energy Initiative as described in Appendix 1 hereto, including the documents and the report for Customer's potential solar energy opportunities and all other materials and other items produced hereunder or necessary to complete the same.

"Project" means the consulting Services that are to be performed by Company on behalf of Customer as described in Exhibit B hereto.

"Customer Rates" means the rates for Services as described in Exhibit A hereto.

"Effective Date" means the date this Agreement is duly executed by both parties.

"Services" means the development and other services to be provided by Company to Customer hereunder.

"Software" means Data representing instructions or statements that, when executed in a computer system, causes the computer system to perform a function such as logic, control, arithmetic, deletion, storage and retrieval and communication or telecommunication to, from or within a computer system.

2. ENGAGEMENT

Subject to the terms and conditions contained herein, Customer has engaged Company to undertake to complete the Project.

3. COMPENSATION

- a) **Customer Rates.** Customer shall pay Company the Customer Rate for each hour worked by employees or agents of Company in connection with the Project. The Customer Rates shall remain valid and in effect for the duration of this Agreement. However, the total professional fees required to complete and deliver the Deliverables to Customer shall not, in any circumstances, exceed US\$ 17,000, unless otherwise agreed in writing by Customer.
- b) **Expenses.** Customer shall reimburse Company for reasonable out-of-pocket expenses incurred by Rouleau & Associates in connection with the performance of the Project at cost.

Such out-of-pocket expenses shall be for work performed in connection with the Project at Customer premises. Out-of-pocket expenses that include mileage reimbursement shall not exceed prevailing US Internal Revenue Service guidelines. Expenses will be identified and approved with prior consent of Customer.

Total expenses for the duration of this Agreement are not to exceed US\$ 3,000, without prior written consent of Customer.

4. FACILITIES

Customer shall provide suitable office access, including use of a telephone, for employees or agents of Rouleau & Associates engaged in the execution of work at Customer's premises. Customer will designate the appropriate County Facilities Employee/Manager who will act as the technical liaison for the County and Company. Customer will provide the necessary technical data related to the solar energy initiative in order to complete the Assessment project.

5. STAFFING

Company warrants that it has the appropriate abilities and skills to complete the Project and that its professional abilities conform to generally accepted industry standards. Company will use reasonable endeavors to ensure that the Project is scheduled and completed in accordance with the agreed Statement of Work attached hereto.

Company will use reasonable efforts to maintain staff continuity throughout the Project. Company may not replace any employee assigned to the Project without prior notice to the Customer. The new employee shall be competent and have the appropriate skills and abilities to complete the Project in accordance with the agreed Statement of Work.

6. APPROVAL OF WORK

Company and Customer shall agree in writing upon a schedule for the completion of the Project. From the date of signature of this Agreement Company shall, every three weeks, send Customer a detailed statement summarizing the work performed to date in connection with the Project and the work remaining to complete the Project.

Customer reserves the right to refuse any work not in accordance with the agreed Statement of Work and Company will make the necessary corrections at their own expense and Customer may withhold payment on the invoice.

Company' sole obligation for the warranty set out herein will be to correct any non-conformance in the Deliverables. Company shall have no liability to the Customer for any loss, damage, costs, expenses or other claims for compensation arising from any instructions supplied by the Customer which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form or arising from their late arrival or non-arrival or any other fault of the Customer.

7. PAYMENTS

- a) Company shall invoice Customer monthly in arrears for all work performed in connection with the Project.
- b) Company shall invoice Customer monthly in arrears for all out-of-pocket expenses incurred in connection with the Project. Proof of expenses for the particular expense shall accompany all invoices for out-of-pocket expenses.
- c) Subject to Customer's approval of the work accomplished and the invoice, pursuant to Sections 6 and 7(b) hereof, payment from Customer shall be due within 15 days of date of invoice. Such Customer approval not to be unreasonably withheld.
- d) Customer shall pay interest charges of 3.25 percent per year for all late payments.

8. CONFIDENTIAL INFORMATION

Company and Customer shall be bound by the terms and conditions of the Non-Disclosure Agreement concluded between them and dated 17 July 2012 (the "NDA").

9. TERM

This Agreement shall continue until the completion of the Project within the scheduled delay, unless sooner terminated as provided herein.

10. TERMINATION

Customer may, at its sole discretion terminate this Agreement upon giving 30 days notice to Company. Company may terminate this Agreement on 30 days notice if Customer fails to pay any past-due invoices, unless payment is genuinely withheld pursuant to Section [NUMBER] hereof. Upon such notice being given, Company shall cease to provide Services regarding the Project and prepare a final invoice and detailed statement regarding the work performed. If this Agreement is terminated, Customer shall pay Company all sums payable for work performed and expenses incurred prior to termination.

Upon termination of this Agreement, Company shall return to Customer all information regarding Customer obtained or developed and paid in full, in the course of this Agreement, with all working documents, materials, Software designs, system and program flow-charts, file layouts, source and object code listings, computer programs, work completed, work in progress and data, regardless of storage media, related to the Project.

11. NO JOINT VENTURE

In making and performing this Agreement, Company and Customer act and shall act at all times as independent contractors and nothing contained in this Agreement shall be construed or implied to create an agency, partnership or employer and employee relationship between Company and Customer.

12. NON-HIRING OF EMPLOYEES

Neither party shall hire or otherwise engage the employees or agents of the other party directly connected to the Project during the term of this Agreement and for 1 month thereafter.

13. SURVIVAL

Paragraphs 6 and 7, shall survive termination of this Agreement.

14. ASSIGNMENT

This Agreement shall bind and inure to the benefit of the successors and assigns of the parties. Customer and Company may not assign this Agreement without the prior written consent of the other. Such consent will not be withheld if the proposed assignment is to a parent or subsidiary of the assignor or to a successor firm carrying on the business of the assignor. Any transferee of this Agreement must agree in writing to be bound by these terms and conditions.

15. NO WAIVER

No waiver by either party of any right or remedy whether under this Agreement or otherwise shall be effective unless in writing.

16. SEVERABILITY

If any provision of this Agreement is held to be invalid or unenforceable, it will be construed to have the broadest interpretation, which would make it valid and enforceable. Invalidity and unenforceability of one provision will not affect any other provision of this Agreement.

17. LIABILITY

- 17.1. Company will indemnify the Customer for direct damage to property, excluding loss of or damage to data, documents or other Software, caused by the negligence of its staff in connection with the provision of Services under this contract.
- 17.2. Company's liability in respect of death or personal injury caused by its negligence shall be unlimited.
- 17.3. Save for Company's liability as detailed in sub-clause 17.2 the entire aggregate liability of Company under or in connection with the Contract shall in respect of any direct loss or damage whether in contract, tort or otherwise shall not exceed the Contract Price.
- 17.4. In no circumstances shall Company be liable for any indirect, special, consequential loss or damage or loss of revenue, profits, contracts, goodwill, corruption or destruction of data resulting from any Products or Services supplied, or work undertaken on the Customer's behalf, or delay in the supply or delivery of such Products, Services or work. It is specifically declared to be the Customer's responsibility to ensure that it has and maintains adequate back-up copies of any documents or data furnished hereunder.
- 17.5. The Customer shall indemnify and defend Company and its staff in respect of any claims by third parties which are occasioned by or arising from any Company performance pursuant only to the faulty instructions of the Customer or its employees.

18. INTELLECTUAL PROPERTY INDEMNITY

Company shall indemnify and save harmless Customer and its customers from and against any and all actions, claims, demands, causes of actions and/or liability (including legal fees and disbursements) arising from any suit or proceeding brought against Customer or its customers insofar as it is based on a claim that the Deliverables, or any part thereof, provided by Company under this Agreement constitutes an infringement of any right of intellectual property, including but not limited to patent or copyright, if Company is notified as soon as possible in writing and given sole authority to defend such claim. Upon Company' request, the Customer shall provide such information and assistance to Company (at Company' expense) as is reasonably necessary for the defense of such a suit or proceeding.

The Customer shall make no statement, representation or otherwise to any third party regarding any such suit or claim. In case the Deliverables, or any part thereof, is in such suit or proceeding, held to constitute an infringement and the use of the Deliverables or any part thereof is enjoined, Company shall, in addition to the foregoing and at its own expense and sole option, either procure for Customer and its customers the right to continue using the Deliverables or part thereof, or replace same with non-infringing products or services of equivalent functionality and performance to those contracted for, or modify the Deliverables so they becomes non-infringing.

Company shall not be liable to Customer and its customers under any provision of this clause if any intellectual property infringement claim is based upon the use of the Deliverables or part in connection with devices not normally used with the Deliverables or in a manner for which the Deliverables or part were not designed provided, and to the extent (i) such use does not reasonably constitutes an intended or expected use and (ii) the infringement claim would have been avoided but for such use.

This indemnity shall continue to apply after termination of this Agreement and any applicable period of prescription shall not commence to run until Customer has received notice of any infringement claim.

19. ENTIRE AGREEMENT

This Agreement, including the attached Exhibits and the documents incorporated by reference, shall constitute the entire agreement between the parties as to the matters hereunder and there are no other contracts, express or implied. This Agreement may only be modified by an agreement in writing signed by both parties.

20. GOVERNING LAW

It is agreed that this agreement shall be governed by, construed, and enforced in accordance with the laws of the State of South Carolina.

21. NOTICES

Service of notice to either party may be made by USPS Registered mail, qualified FEDEX or UPS carrier, or telefax, addressed to Customer at the address set forth in this Agreement or at some other address designated by the parties. Notice sent by FEDEX OR UPS carrier or telefax will be effective one day after the date sent; Notice sent by USPS mail shall be effective one day after the date received. Any notice provided by facsimile or other electronic means that is received after 6:00PM local time of the recipient will be deemed received the following business day.

22. RIGHTS TO DELIVERABLES

All right, title and interest to any copyrights and other intellectual property rights ("Intellectual Property Rights") in and to the Deliverables developed or produced by Company solely in the course of the Project are the sole and exclusive properties of Customer, once paid for in full, Company hereby assigning to Customer any and all such Intellectual Property Rights, without limitation as to territory, duration or otherwise. For more certainty, as the Deliverables does not include any Software, no title to Software is therefore transferred hereunder.

However no title to pre-existing material and methods, some of which will be contained within the Deliverables, which is already the property of Company ("Pre-existing Company' Intellectual Property") is transferred hereunder and, for the avoidance of doubt, all rights, title and interest to any Intellectual Property Rights in any Pre-existing Company' Intellectual Property shall be and remain the sole property of Company, Company hereby granting to Customer, for itself and for its affiliates, subsidiaries, assignees and customers, a fully paid-up, royalty free, perpetual, world-wide, transferable and non-exclusive license to use (including to reproduce, modify, sublicense, distribute or commits such other acts covered by Intellectual Property Rights) any and all such Pre-existing Company' Intellectual Property. Notwithstanding anything to the contrary in this Agreement, Company and its personnel shall be free to use and employ its and their general skills, know-how, and expertise and to use, disclose, and employ any generalized ideas, concepts, know-how, methods, techniques in so far as it and they do not thereby breach Company obligations under the NDA nor infringe Customer's Intellectual Property Rights.

For the avoidance of doubt the Product shall be the exclusive property of Company, but the ideas and techniques described in the documents that constitutes Pre-existing Company' Intellectual Property remains so and Company shall be free to use such Pre-existing Company' Intellectual Property without restriction or limitation provided Customer (including its affiliates, subsidiaries, assignees and customers) shall be entitled to use such Pre-existing Company' Intellectual Property as part of, or in connection with Customer's proposed solution (as the same may evolves or be modified), or in connection with products and/or services based on Customer's proposed solution (as the same may evolves or be modified).

23. HEADINGS

The headings of this Agreement are for convenience only and shall have no effect on the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, each party to this agreement has caused it to be executed at 415 South Pine Street, Walhalla, SC 29691 on the date indicated above.

Rouleau & Associates, Inc. (COMPANY)

Oconee County South Carolina (CUSTOMER)

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

EXHIBIT A
CUSTOMER'S RATE

Rouleau & Associates' hourly rate for completing the Project will be US\$ 115.00 per hour. This rate includes a discount of approximately 10% under Rouleau & Associates standard rate for Senior Consultants.

EXHIBIT B
STATEMENT OF WORK

Rouleau & Associates, Inc. shall provide all the consulting labor and other items necessary to complete a Functional Assessment Study for Oconee County's proposed Solar Energy Initiative. The Functional Assessment Study will be provided in the form of a report identifying the following:

The commercial and technical opportunities of Oconee County as it relates to solar energy technologies for county-owned building facilities and landfill properties. Rouleau & Associates personnel will be required to interview and assess the business and technical environments of the primary facilities including landfill properties. A summary analysis of each county-owned facility visited will be provided, documenting findings, functional assessment for each location, integration efforts and individual benefits potentially obtained through the solar energy initiative.

A technical architecture of the overall solar energy initiative (presentation layer, business logic, regulatory search and integration requirements, etc.) will be provided. Each feature described will be based on our common understanding of market opportunities assessed in our visits. A segmented approach is required based on the following assumptions:

1. Requirements must be identified on the premise that Oconee County may or may not be part of the ownership stream;
2. Requirements must be identified on the premise that Oconee County will leverage county-owned facilities as a central part of the solution.

Where solar energy technology is assumed to be the central point of the solution, a gap analysis is required (in terms of effort and feasibility).

The solar energy opportunities must specify changes required to the base facilities, such that it effectively addresses the needs of the county, with a primary focus on best-practice solutions/alternatives.

For avoidance of doubt, while the above Deliverables will include technical requirements for solar energy technologies, engineering specifications, drawings and detailed costs will not be part of the report recommendations. However, informed cost estimates will be part of the Assessment Study's final report.

A significant portion of the work will be performed on-site in Oconee County. The final Functional Assessment Study document must be submitted to the Oconee County Administrator by October 15, 2012 for review and approval.

Rouleau & Associates, Inc.

Solar Energy Initiative for
Oconee County

June 25, 2012
(Appendix 1)

Rouleau & Associates - Overview

- An established Carolina firm serving clients/customers on a national basis.
- Primary industrial and commercial strengths include extensive contract manufacturing, engineering & design consulting services and project management & development experience.
- Commercial relationships include strategic collaborative partnerships within the manufacturing, A&E design, solar/renewable energy, financial and logistical/distribution sectors.

Clients include numerous start-up entrepreneurs, small to medium sized mfg. customers and large multi-national organizations. Corporate partners have extensive experience with municipal, military and government units.

Solar Energy Initiative

- Identify County-owned buildings & facilities that could better utilize solar/photovoltaic, solar/thermal and other renewable energy technologies for greater operating efficiencies and reduced utility costs
- Identify better utilization of county landfill areas that would lend themselves to renewable energy development for the taxpayers benefit
- Identify county-based agricultural and farming entities that could benefit from the incorporation of renewable energy resources such as solar/pv or solar/thermal systems
- Assess County's ability to recruit solar/renewable energy firms for new operations in the Upstate Region
- Assist newly located solar energy firms in developing renewable energy technologies & technical training skills with local universities/colleges

Solar Energy Initiative – Issues & Assessment Steps

- | | |
|--|--|
| <ul style="list-style-type: none"> • Development Issues <ul style="list-style-type: none"> • Landfill Permitting • State/Federal Approvals • Interconnection • Metering/Utility • Facility Condition • Technology Assessments • Economic/ROI Analysis • Ownership & Financing • Grant & Funding Sources | <ul style="list-style-type: none"> • Assessment Process Steps <ul style="list-style-type: none"> • Acceptance of SEI Outline • Agreement to LOI • Formation of SEI Committee composed of County and R&A members • Site survey & preliminary assessments • Develop initial timeline & SEI Proposal • Project Viability Report |
|--|--|

Rouleau & Associates – Next Steps

- Address any outstanding questions or issues regarding general Solar Energy Initiative proposal
 - Achieve consensus from stakeholders regarding the Counties solar/renewable energy development interests
 - County Council/County Administrator authorizes Rouleau & Associates to proceed with an assessment of Solar Energy Initiative
- SFI assessment begins and recommendation report submitted to County Council Committee

Appendix:

Background Information for -
Rouleau & Associates, Inc.

R & A – Business Focus

- Supporting the South Carolina & Southeast manufacturing sector
 - Expanding firm's emphasis on renewable energy technologies
 - Forming collaborative relationships within renewable energy sector
 - Assisting the underserved municipal, county and agricultural segments
 - Developing Solar PV & Solar Thermal projects within South Carolina, specifically in the Upstate Region
 - Working with County/Municipal Authorities to maximize asset utilization for community benefit
- Facilitating opportunities for public/private partnerships benefiting taxpayers, residents and industrial/commercial interests

Rouleau & Associates - Services

- Contract Manufacturing; Multi-Industry
- Project Management & Development
- Engineering Assessments & Consulting
- Product Development, Design & Engineering
- Marketing, Logistics & Distribution
- Joint Venture Development
- Project/Product Financing Coordination
- Strategic Partnership Development

Rouleau – Industry Sectors Served

Automotive
Consumer Product
Electrical
Electronic
Extruded & Cast Aluminum
Renewable Energy & Solar
GPS/RF
Injection Molding
Medical
Marine

Rouleau – Contract Manufacturing & Product Experience

- Satellite/GPS/RF Assemblies
- Solar Components
- Optical/Lenses
- Auto Decorative Plastics
- Lighting Products
- SMT Printed Circuit Boards
- Injection Molding Tools & Dies
- Molded plastics
 - Injected
 - Thermoformed
 - Rotational
 - Extruded
- Export Injection Molds
- Home Automation Equipment
- Aluminum & Zinc Die Casting/Stamping/Extrusions
- Transformer Assemblies
- Electric Motors
- Cable Assemblies
- Nickel Cadmium Batteries
- Neodymium Magnets
- Complete Box-build
- Wood Products
- Blister Packing
- Consumer/Industrial Products
- Product Prototyping & Design



PUBLIC HEARING

SIGN IN SHEET

Oconee County Council Meeting

DATE: August 14, 2012

6:30 p.m.

- ✓ **Ordinance 2012-16** "AN ORDINANCE TO AMEND CHAPTER 38 "ZONING" OF THE OCONEE COUNTY CODE OF ORDINANCES, INCLUDING ALL ZONING MAPS INCORPORATED THEREIN AND THEREBY, IN CERTAIN LIMITED REGARDS AND PARTICULARS, ONLY; AND OTHER MATTERS RELATED THERETO"
[Watson2 Rezoning]
- ✓ **Ordinance 2012-26** "AN ORDINANCE TO AMEND CHAPTER 38 "ZONING" OF THE OCONEE COUNTY CODE OF ORDINANCES, INCLUDING ALL ZONING MAPS INCORPORATED THEREIN AND THEREBY, IN CERTAIN LIMITED REGARDS AND PARTICULARS, ONLY; AND OTHER MATTERS RELATED THERETO"
[Echo Hills Rezoning]
- ✓ **Ordinance 2012-27** AN ORDINANCE AUTHORIZING THE TRANSFER OF CERTAIN OCONEE COUNTY REAL PROPERTY; AUTHORIZING THE EXECUTION AND DELIVERY OF A PURCHASE AND SALE AGREEMENT, LIMITED WARRANTY DEED, AND OTHER DOCUMENTS RELATED TO THE TRANSFER OF THE PROPERTY; AND OTHER MATTERS RELATED THERETO
- Ordinance 2012-28** "AN ORDINANCE TO PROVIDE FOR THE CREATION OF THE STONE POND SPECIAL TAX DISTRICT; TO DESIGNATE THE BOUNDARIES OF THE SPECIAL TAX DISTRICT; TO ESTABLISH THE NATURE OF SERVICES TO BE PERFORMED THEREIN; TO DESIGNATE THE AMOUNT OF UNIFORM ANNUAL FEES TO BE LEVIED AND COLLECTED FOR THE SPECIAL TAX DISTRICT; TO PROVIDE FOR THE OPERATION OF THE SPECIAL TAX DISTRICT; AND OTHER MATTERS RELATED THERETO"

Everyone speaking before Council will be required to do so in a civil manner.

Council will not tolerate personal attacks on individual council members, county staff or any person or group.

Racial slurs will not be permitted.

Council's number one priority is to conduct business for the citizens of this county.

All citizens who wish to address Council and all Boards and Commission appointed by Council should do so in an appropriate manner.

Written comments may be submitted at any time prior to the hearing for inclusion in the official record of the meeting.

Sue Cornelius on 2012-27

PRINT Your Name & Check Ordinance[s] You Wish to Address

	Ordinance #	2012-16	2012-26	2012-27	2012-28
1.					
2.					
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**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE NO. 2012-16**

AN ORDINANCE TO AMEND CHAPTER 38 "ZONING" OF THE OCONEE COUNTY CODE OF ORDINANCES, INCLUDING ALL ZONING MAPS INCORPORATED THEREIN AND THEREBY, IN CERTAIN LIMITED REGARDS AND PARTICULARS, ONLY; AND OTHER MATTERS RELATED THERETO

WHEREAS, Oconee County, South Carolina (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its County Council (the "County Council"), is authorized by the South Carolina Local Government Comprehensive Planning Enabling Act of 1994 (the "Act"), codified in Title 6, Chapter 29 of the South Carolina Code of Laws, 1976, as amended (the "Code") to adopt zoning regulations and districts; and,

WHEREAS, Oconee County Council has heretofore, finally codified at Chapter 38 of the Oconee Code of Ordinances (the "Oconee County Code"), adopted such zoning regulations and districts in accordance with and consistent with the Oconee County comprehensive land use plan; and,

WHEREAS, subsequent to the adoption of Chapter 38 of the Oconee Code of Ordinances, a request for rezoning a series of parcels pursuant to provisions established in the Ordinance was duly presented to County Council; and,

WHEREAS, in accordance with the Act and Chapter 38, Oconee County Council has referred such matters to the Oconee County Planning Commission for their review, particularly regarding the proposed amendment's compliance with the Oconee County Comprehensive Plan. The Oconee County Planning Commission has, in fact, reviewed the rezoning request, and recommendations of the Oconee County Planning staff, and by at least a majority vote affirmed its opinion that the proposed changes are in compliance with the Comprehensive Plan, and has made certain recommendations concerning adoption of the changes by County Council. The Oconee County Council has considered the recommendation of the Oconee County Planning Commission, and the Oconee County Planning Department, held a public hearing, duly noticed and advertised, as required by law, to receive the comments of the public, finds that such comments and recommendations are correct and necessary, and desires to amend Chapter 38 of the Oconee County Code of Ordinances, in certain limited particulars only, based on the review, comments, and recommendations of the Oconee County Planning Commission, the Oconee County Planning staff, and the public, and to otherwise ratify and reaffirm Chapter 38 of the Oconee County Code of Ordinances not specifically or by implication amended hereby.

NOW, THEREFORE, it is hereby ordained by the Oconee County Council, in meeting duly assembled that:

1. Chapter 38 of the Oconee County Code of Ordinances is hereby amended, as follows, and in the following details, only:
 - A. The following parcels, listed below, previously zoned in the Control-Free District (CFD), and duly identified on the Official Zoning Map to be in the Control-Free District, are hereby rezoned, and shall be in the Traditional Rural

District (TRD), and shown as such on the Official Zoning Map in the manner depicted in Appendix A of this Ordinance. Each parcel, and associated uses and activities conducted thereupon, shall be subject to all standards, limitations, and requirements established for the District in Chapter 38 of the Code.

Parcel (Tax Identification Number)

203-00-03-019	219-00-01-044	234-00-03-022	219-00-01-033	219-00-01-080	234-00-03-052
204-00-01-024	219-00-01-047	234-00-03-027	219-00-01-034	219-00-01-083	234-00-03-053
219-00-01-001	219-00-01-054	234-00-03-041	219-00-01-039	219-01-01-013	
219-00-01-004	219-00-01-061	234-00-03-042	219-00-01-040	234-00-03-021	
219-00-01-014	219-00-01-064	234-00-03-043	219-00-01-023	219-00-01-075	234-00-03-049
219-00-01-018	219-00-01-067	234-00-03-044	219-00-01-024	219-00-01-077	234-00-03-050
219-00-01-020	219-00-01-070	234-00-03-045	219-00-01-028	219-00-01-079	234-00-03-051
219-00-01-022	219-00-01-072	234-00-03-046			

2. All other parts and provisions of the Oconee County Code of Ordinances not amended hereby, either explicitly or by implication, remain in full force and effect. Chapter 38 of the Oconee County Code of Ordinances as amended hereby, are hereby ratified and affirmed, *ab initio*.
3. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the rest and remainder of this Ordinance, all of which is hereby deemed separable.
4. All ordinances, orders, resolutions, and actions of Oconee County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.
5. This Ordinance shall take effect and be in full force and effect from and after third reading and enactment by Oconee County Council.

ORDAINED in meeting, duly assembled, this 14th day of August, 2012.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
 Joel Thrift, Chairman, County Council
 Oconee County, South Carolina

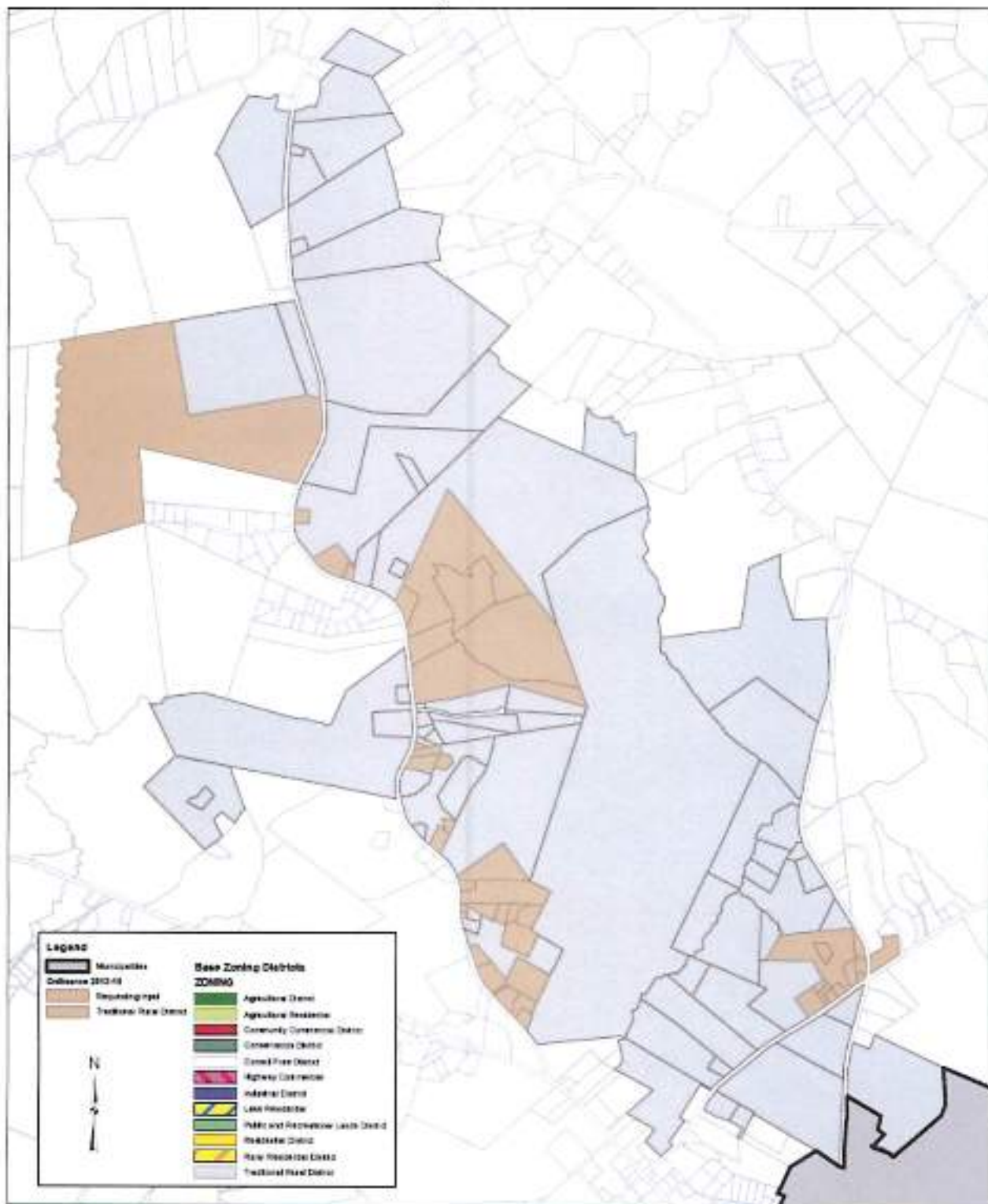
ATTEST:

By: _____
 Elizabeth G. Hulse, Clerk to County Council
 Oconee County, South Carolina

First Reading: April 3, 2011
 Second Reading: July 17, 2012
 Public Hearing: August 14, 2012
 Third Reading: August 14, 2012

APPENDIX A

Parcels Rezoned by Ordinance 2012-16



**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2012-26**

AN ORDINANCE TO AMEND CHAPTER 38 “ZONING” OF THE OCONEE COUNTY CODE OF ORDINANCES, INCLUDING ALL ZONING MAPS INCORPORATED THEREIN AND THEREBY, IN CERTAIN LIMITED REGARDS AND PARTICULARS, ONLY; AND OTHER MATTERS RELATED THERETO

WHEREAS, Oconee County, South Carolina (the “County”), a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its County Council (the “County Council”), is authorized by the South Carolina Local Government Comprehensive Planning Enabling Act of 1994 (the “Act”), codified in Title 6, Chapter 29 of the South Carolina Code of Laws, 1976, as amended (the “Code”) to adopt zoning regulations and districts; and,

WHEREAS, Oconee County Council has heretofore, finally codified at Chapter 38 of the Oconee Code of Ordinances (the “Oconee County Code”), adopted such zoning regulations and districts in accordance with and consistent with the Oconee County comprehensive land use plan; and,

WHEREAS, subsequent to the adoption of Chapter 38 of the Oconee Code of Ordinances, a request for rezoning a series of parcels pursuant to provisions established in the Ordinance was duly presented to County Council; and,

WHEREAS, in accordance with the Act and Chapter 38, Oconee County Council has referred such matters to the Oconee County Planning Commission for their review, particularly regarding the proposed amendment’s compliance with the Oconee County Comprehensive Plan. The Oconee County Planning Commission has, in fact, reviewed the rezoning request, and recommendations of the Oconee County Planning staff, and by at least a majority vote affirmed its opinion that the proposed changes are in compliance with the Comprehensive Plan, and has made certain recommendations concerning adoption of the changes by County Council. The Oconee County Council has considered the recommendation of the Oconee County Planning Commission, and the Oconee County Planning Department, held a public hearing, duly noticed and advertised, as required by law, to receive the comments of the public, finds that such comments and recommendations are correct and necessary, and desires to amend Chapter 38 of the Oconee County Code of Ordinances, in certain limited particulars only, based on the review, comments, and recommendations of the Oconee County Planning Commission, the Oconee County Planning staff, and the public, and to otherwise ratify and reaffirm Chapter 38 of the Oconee County Code of Ordinances not specifically or by implication amended hereby.

NOW, THEREFORE, it is hereby ordained by the Oconee County Council, in meeting duly assembled that:

1. Chapter 38 of the Oconee County Code of Ordinances is hereby amended, as follows, and in the following details, only:

A. The following parcels, listed below, previously zoned in the Industrial District (ID), and duly identified on the Official Zoning Map to be in the Industrial District, are hereby rezoned, and shall be in the Agricultural Residential District (ARD), and shown as such on the Official Zoning Map in the manner depicted in Appendix A of this Ordinance. Each parcel, and associated uses and activities conducted thereupon, shall be subject to all standards, limitations, and requirements established for the District in Chapter 38 of the Code.

Parcel (Tax Identification Number) Part of 221-00-01-001

1. To Be Determined
 2. To Be Determined
2. All other parts and provisions of the Oconee County Code of Ordinances not amended hereby, either explicitly or by implication, remain in full force and effect. Chapter 38 of the Oconee County Code of Ordinances as amended hereby, are hereby ratified and affirmed, *ab initio*.
 3. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the rest and remainder of this Ordinance, all of which is hereby deemed separable.
 4. All ordinances, orders, resolutions, and actions of Oconee County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.
 5. This Ordinance shall take effect and be in full force and effect from and after third reading and enactment by Oconee County Council.

ORDAINED in meeting, duly assembled, this ____ day of _____, 2012.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Joel Thrift, Chairman, County Council
Oconee County, South Carolina

ATTEST:

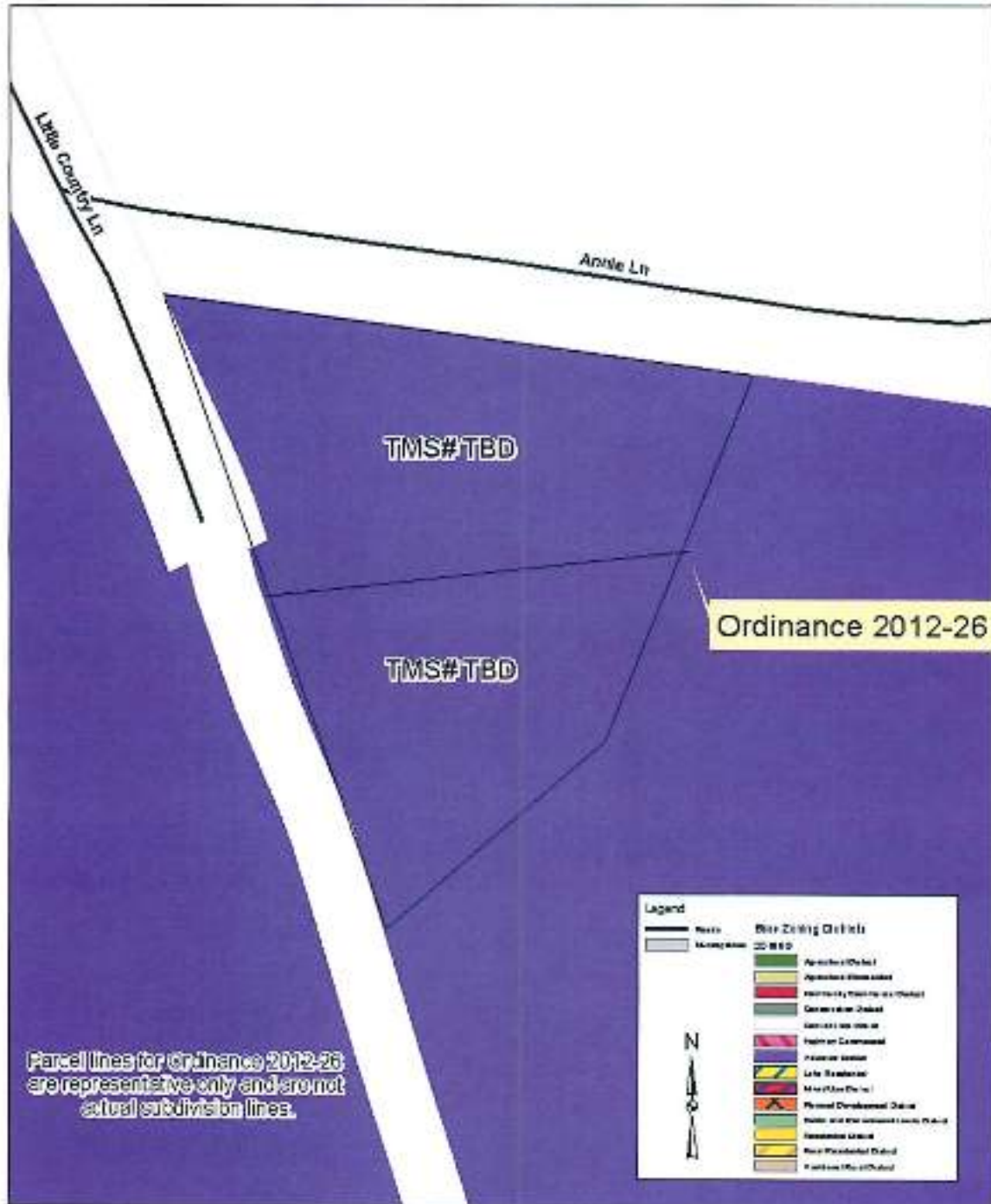
By: _____
Elizabeth G. Hulse, Clerk to County Council
Oconee County, South Carolina

First Reading: June 5, 2012
Second Reading: July 17, 2012
Public Hearing: August 14, 2012
Third Reading:

APPENDIX A

Parcels Rezoned by Ordinance 2012-26

Ordinance 2012-26 Echo Hills Parcels



**STATE OF SOUTH CAROLINA
OCONEE COUNTY
ORDINANCE 2012-27**

**AN ORDINANCE AUTHORIZING THE TRANSFER OF CERTAIN
OCONEE COUNTY REAL PROPERTY; AUTHORIZING THE
EXECUTION AND DELIVERY OF A PURCHASE AND SALE
AGREEMENT, LIMITED WARRANTY DEED, AND OTHER
DOCUMENTS RELATED TO THE TRANSFER OF THE PROPERTY;
AND OTHER MATTERS RELATED THERETO.**

WHEREAS, Oconee County, a body politic and corporate and a political subdivision of the State of South Carolina (the "County"), is the owner of that certain piece, parcel or tract of land situate in Oconee County consisting of approximately 19.892 acres, together with all improvements thereon (the "Property"), the location and boundaries of such Property being more fully shown and designated on survey of Stephen R. Edwards & Associates, Inc. entitled BOUNDARY SURVEY FOR OCONEE COUNTY dated February 5, 2009 ("Survey"), a copy of which is attached hereto as Exhibit A; and

WHEREAS, Roller Bearing Company of America, Inc., a Delaware corporation (the "Company"), wishes to acquire from the County, and the County wishes to convey to the Company, the Property for the purchase price of One Million and 00/100 Dollars (\$1,000,000.00) (such acquisition and conveyance, the "Transfer"), subject to the terms and provisions of a Purchase and Sale Agreement ("Purchase Agreement") now before the Oconee County Council ("Council"), a copy of which Purchase Agreement is attached as Exhibit B hereto; and

WHEREAS, Section 4-9-30(2) of the Code of Laws of South Carolina, 1976, as amended, (the "Code") authorizes the County to transfer or otherwise dispose of interests in real property;

NOW, THEREFORE, be it ordained by Council, in meeting duly assembled, that:

1. Council hereby approves the Transfer, subject to and in conformity with the provisions of the Purchase Agreement.
2. The Administrator of the County ("Administrator") shall be, and hereby is, authorized to execute and deliver the Purchase Agreement on behalf of the County in substantially the form attached as Exhibit B hereto, or with such changes as are not materially adverse to the County and as the Administrator shall approve, upon the advice of legal counsel, such Administrator's approval to be deemed given by his execution of the Purchase Agreement.
3. The Administrator shall be, and hereby is, authorized to execute and deliver on behalf of the County a limited warranty deed conveying title to the Property to the Company in accordance with the provisions of the Purchase Agreement in a form and substance acceptable to the Administrator, on advice of legal counsel to the County.
4. The Administrator shall be, and hereby is, authorized to execute and deliver any and all other documents or instruments on behalf of the County related to the Transfer in a form and substance acceptable to the Administrator, on advice of legal counsel to the County.

5. Should any portion of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall not affect the remaining terms and provisions of this ordinance, all of which are hereby deemed separable.

6. All orders, resolutions, and enactments of Oconee County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.

7. This ordinance shall take effect and be in full force and effect from and after third reading and enactment by Oconee County Council.

ORDAINED in meeting, duly assembled, this 14th day of August, 2012.

ATTEST:

Elizabeth Hulse,
Clerk to Oconee County Council

Joel Thrift,
Chairman, Oconee County Council

First Reading: June 19, 2012
Second Reading: July 17, 2012
Public Hearing: August 14, 2012
Third Reading: August 14, 2012

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Exhibit A

Boundary Survey of Property

[see attached]

Exhibit B

Purchase Agreement

[see attached]

**AGREEMENT FOR THE PURCHASE
AND SALE OF REAL PROPERTY**

THIS AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY, made and entered into as of this ____ day of August, 2012 (“Effective Date”), by and between **OCONEE COUNTY, SOUTH CAROLINA**, a body corporate and politic existing under the laws of the State of South Carolina (“Seller”), and **ROLLER BEARING COMPANY OF AMERICA, INC.**, a corporation organized and existing under the laws of the State of Delaware (“Purchaser”).

WHEREAS, Seller is the owner in fee simple title to that certain piece, parcel or tract of land consisting of approximately 19.892 acres, together with all improvements thereon (such land and improvements, the “Property”), the location and boundaries of such Property being more fully shown and designated as “Tract A” on survey of Stephen R. Edwards & Associates, Inc. entitled **BOUNDARY SURVEY FOR OCONEE COUNTY** dated February 5, 2009 (“Survey”), a copy of which Survey is attached hereto as Exhibit A hereto and by reference made a part hereof; and

WHEREAS, Purchaser desires to purchase the Property from Seller, and Seller desires to sell the Property to Purchaser, on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the respective covenants, representations and warranties herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. SALE OF PROPERTY.

1.1. Property. For and in consideration of **ONE MILLION AND NO/100 DOLLARS** (\$1,000,000.00) (“Purchase Price”), receipt of which is hereby acknowledged, and the mutual covenants and agreements contained herein, Seller agrees to sell and convey all of Seller’s right, title and interest in and to the property described below (“Property”) to Purchaser, and Purchaser agrees to purchase the same from Seller, pursuant to the terms and conditions set forth herein.

1.2. Description of Property. The Property shall consist of: (i) that certain piece, parcel or tract of land located in Oconee County South Carolina and consisting of approximately 19.892 acres, the location and boundaries of which are more fully shown and designated as “Tract A” on the Survey; (ii) all improvements thereon; and (iii) and all rights, privileges and easements appurtenant thereto, including, but not limited to, all rights, rights-of-way, roadways, roadbeds, and reversions.

2. SELLER’S REPRESENTATIONS, WARRANTIES AND COVENANTS. In order to induce Purchaser to enter into this Agreement and to purchase the Property, in addition to warranties, representations, covenants, and undertakings contained elsewhere in this Agreement, Seller hereby makes the following representations, warranties and covenants, each of which is material and is relied upon by Purchaser:

2.1. Title to Property. Seller is the sole owner of good, marketable and insurable fee simple title to the Property.

2.2. Authority of Seller. Seller has the right, power and authority to enter into this Agreement and to sell the Property in accordance with the terms and conditions hereof, and this Agreement, is a valid and binding obligation of Seller as of the date first set forth above. As of the Closing, all necessary action shall have been taken by Seller authorizing the execution and delivery of all documents and instruments to be executed and delivered by Seller at Closing. This Agreement, when executed and delivered by Seller, will be a valid and binding obligation of Seller in accordance with its terms.

2.3. Taxes. The Property is not subject to special taxes or assessments for roadway, sewer, or water improvements or other public improvements and the Property is free and clear of any tax liens except for ad valorem tax liens that are not yet due and payable.

2.4. Options and Contracts. No options or other contracts have been granted or entered into which are still outstanding and which give any other party a right to purchase any interest in the Property or any part thereof.

2.5. Condemnation Proceedings. There are no condemnation or eminent domain proceedings pending against the Property or any part thereof and the Seller has received no notice, oral or written, of the desire of any public authority or other entity to take or use the Property or any part thereof.

2.6. Mechanic's Liens. No payments for work, materials, or improvements furnished to the Property will be due or owing at Closing and no mechanics lien, materialmans lien, or other similar lien shall be of record against the Property as of Closing.

2.7. Pending Litigation. There is no claim, litigation, or other proceeding, the probable outcome of which will have a material adverse effect on the value of the Property or its intended use, pending or threatened before any court, commission, or other body or authority, and, further, Seller has not received written notification of any asserted failure of Seller or the Property to comply with applicable laws (whether statutory or not) or any rule, regulation, order, ordinance, judgment or decree of any federal, municipal or other governmental authority.

2.8. No Defaults. Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby will:

(a) Conflict with, or result in a breach of, the terms, conditions, or provisions of, or constitute a default under, any agreement or instrument to which Seller or any predecessor of Seller is a party, or

(b) Violate any restriction to which Seller is subject, or

(c) Constitute a violation of any applicable code, resolution, law, statute, regulation, ordinance, rule, judgment, decree, or order, or

(d) Result in the acceleration of any mortgage or note pertaining to the Property or the cancellation of any contract or lease pertaining to the Property, or

(c) Result in the creation of any lien, charge or encumbrance upon any of the properties or assets to be sold or assigned to Purchaser pursuant to the provisions of this Agreement.

2.9. Events Prior to Closing. Seller will not cause or permit any action to be taken which would cause any of Seller's representations or warranties to be untrue as of the Closing. Seller agrees immediately to notify Purchaser in writing of any event or condition which occurs prior to Closing hereunder, which causes a change in the facts related to, or the truth of, any of Seller's representations.

2.10. Further Acts of Seller. On or before the Closing, Seller will do, make, execute and deliver all such additional and further acts, deeds, instruments and documents as may reasonably be required by Purchaser or Purchaser's title insurance company to vest in and assure to Purchaser full rights in or to the Property.

2.11. Maintenance of Property. Between the date of this Agreement and Closing, Seller will continue to maintain the Property as it currently is maintained and exists; and Seller shall not make or enter into any lease or other agreement for the use, occupancy or possession of all or any part of the Property without Purchaser's prior written approval.

2.12. AS IS SALE. OTHER THAN THE SPECIFIC REPRESENTATIONS AND WARRANTIES HEREIN, SELLER MAKES NO REPRESENTATIONS, WARRANTIES, OR PROMISES REGARDING THE PROPERTY, INCLUDING, BUT NOT LIMITED TO REPRESENTATIONS, WARRANTIES OR PROMISES AS TO THE PHYSICAL OR ENVIRONMENTAL CONDITION, LAYOUT, FOOTAGE, ZONING, UTILITIES, PRESENCE OF HAZARDOUS MATERIALS, OR ANY OTHER MATTER OR THING AFFECTING OR RELATING TO THE PROPERTY OR ITS SALE TO PURCHASER. PURCHASER AGREES THAT NO SUCH REPRESENTATIONS, WARRANTIES OR PROMISES HAVE BEEN MADE AND AGREES TO TAKE THE PROPERTY "AS IS." PURCHASER REPRESENTS TO SELLER THAT PURCHASER HAS CONDUCTED, OR WILL CONDUCT PRIOR TO CLOSING, SUCH INVESTIGATIONS OF THE PROPERTY AS ARE DESIRED BY PURCHASER, INCLUDING BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AND WILL RELY SOLELY UPON SAME AND NOT UPON ANY INFORMATION PROVIDED BY OR ON BEHALF OF SELLER OR ITS AGENTS OR EMPLOYEES WITH RESPECT THERETO, OTHER THAN SUCH REPRESENTATIONS, WARRANTIES AND COVENANTS OF SELLER AS ARE EXPRESSLY SET FORTH IN THIS AGREEMENT. THIS PROVISION SHALL SURVIVE CLOSING

3. REPRESENTATIONS AND WARRANTIES OF PURCHASER. Purchaser represents and warrants that:

3.1. Organization. Purchaser is a corporation duly organized and validly existing in good standing under the laws of the State of Delaware, is qualified to do business in the State of South Carolina, and has the corporate power and authority to execute and deliver this Agreement and all other agreements and documents executed in connection herewith and to consummate the transactions contemplated hereby and carry out and perform its obligations hereunder.

3.2. Effective Agreement. The execution, delivery and performance of this Agreement by Purchaser, Purchaser's compliance with the terms hereof and the consummation of the transactions contemplated will not violate, conflict with, result in a breach of, constitute a default under, be prohibited by or require any additional approval under any instrument or agreement to which Purchaser is a party or by which Purchaser is bound, or any state or federal law, rule, or regulation or any judicial or administrative decree, order, ruling or regulation applicable to Purchaser.

4. SURVIVAL OF REPRESENTATIONS AND WARRANTIES. All statements contained in any exhibit, schedule, document, or certificate or other instrument delivered by or on behalf of any party hereto, or in connection with the transactions contemplated hereby, shall be deemed representations and warranties hereunder by such party. All representations and warranties made by the parties to this Agreement or pursuant hereto shall survive any investigations made by or on behalf of the parties, the execution and delivery of this Agreement, and the Closing.

5. CONDITIONS PRECEDENT TO PURCHASER'S OBLIGATIONS.

5.1. Purchaser's Review Period. Purchaser shall have a period (the "Review Period") commencing on the date hereof and expiring thirty (30) days thereafter to do the following, each of which shall be a condition precedent to Purchaser's obligations hereunder:

(a) To conduct, at Purchaser's cost, any and all inspections, engineering and feasibility studies, including, but not limited to environmental inspections and studies, which Purchaser deems necessary, in an effort to determine whether or not to proceed with the Closing of this transaction. Without limitation of the generality of the foregoing, it is agreed that Purchaser's inspection of the Property may include soil borings, surface water and groundwater testing and analysis, boundary, structural, topographical, and other surveys and any other studies and/or tests desirable for Purchaser to determine that the Property is suitable for its intended purpose. In this regard, Seller hereby agrees that Purchaser, and/or Purchaser's agents or employees, may have unlimited access to the Property during such Review Period to conduct such studies and inspections. Upon completion of such inspections, Purchaser shall restore the surface of the Property to substantially the same condition of the surface on the date hereof after all such tests and inspections are completed.

(b) To obtain a commitment for owner's title insurance (issued by a title insurance company acceptable to Purchaser) on standard ALTA Owner's Policy Form (2006) (together with copies of all instruments and plats evidencing exceptions stated therein), by which commitment the title insurance company agrees to insure the fee simple title to the Property in Purchaser in an amount equal to the purchase price of the Property subject only to exceptions acceptable to Purchaser and Purchaser's lender, if applicable.

(c) To obtain a survey of the Property, such survey disclosing rights-of-way, easements, encroachments or other encumbrances upon the Property acceptable to Purchaser.

(d) To obtain such assurances or approvals from the appropriate governmental authorities as Purchaser deems necessary in relation to Purchaser's intended use of the Property or the environmental condition of the Property. In connection therewith, within ten (10) days from the Date of this Agreement, Seller shall deliver or make available to Purchaser true and correct copies of all contracts, leases, documents, agreements or other information which affects the use, condition (including environmental condition), operation or ownership of the Property. Seller agrees to use its best efforts to cooperate with Purchaser so that Seller shall deliver to Purchaser any item in the possession or control of Seller which Purchaser would like to receive and inspect.

5.2. Termination of Agreement. Prior to the expiration of the Review Period, Purchaser shall have the right to terminate this Agreement in its sole discretion based on Purchaser's findings during the Review Period, in which event this Agreement shall be void, and neither party shall have any further obligation hereunder.

5.3. Status of Title. At Closing (as defined below) Seller shall deliver the Closing Documents (as such term is defined below) to Purchaser as provided by Section 8.2 below, and shall be capable of conveying, and the Closing Documents will purport to convey, good and marketable fee simple title to the Property to Purchaser subject only to encumbrances and title exceptions acceptable to Purchaser. Seller shall not create, cause or permit any encumbrance, impairment or transfer of title to the Property, other than as specifically provided herein; provided, however, that Seller shall have no obligation to cure, have the Property released from or terminate any encumbrance on, impairment of, or lien against the Property caused by Purchaser or related to Purchaser's activity on or use of the Property.

6. **CLOSING.** The purchase and sale contemplated hereunder shall be consummated at the closing (referred to herein as the "Closing") which shall take place no later than _____, 2012. The Closing shall take place at the offices of Seller's counsel:

McNair Law Firm, P.A.
132 East Benson Street, Suite 200
Anderson, SC 29624

7. **PRO-RATED ITEMS AND ADJUSTMENTS.** Purchaser shall pay for the title insurance premiums due in connection with the issuance of Purchaser's owner's title insurance policy, if any, and for the cost of any survey of the Property prepared at Purchaser's request. Purchaser shall pay all deed recording fees (formerly known as documentary tax stamps) and intangible taxes assessed with respect to the deed conveying title to the Property to Purchaser. Purchaser and Seller shall each pay their own legal fees related to the transaction contemplated hereby.

8. **SELLER'S DELIVERIES.** In addition to other conditions precedent set forth elsewhere in this Agreement, Seller shall deliver to Purchaser all of the following documents and items, the delivery and accuracy of which shall further condition Purchaser's obligations to consummate the purchase and sale herein contemplated:

8.1. Items Delivered Within Ten (10) Business Days. Seller shall deliver all of the following in Seller's possession or control to Purchaser within Ten (10) business days following the Date of this Agreement:

- (a) Results of any soil boring tests with respect to the Property.
- (b) All building plan drawings, surveys and topographical renderings of the Property.
- (c) All environmental studies of the Property and any environmental permits or approvals with respect to the Property.

8.2. Items Delivered to Purchaser at Closing. Seller shall deliver the following items (collectively, the "Closing Documents") at Closing to Purchaser:

- (a) A limited warranty deed, satisfactory in form and substance to Purchaser or Purchaser's title insurance company, conveying good and marketable fee simple title to the Property, free and clear of all liens, encumbrances, easements, and restrictions except as may be permitted under this Agreement.
- (b) An Owner's Affidavit, lien waiver, and or other agreements (not to include provisions requiring indemnification by Seller) and affidavits satisfactory for the purpose of removing the "standard" exceptions from Purchaser's Owner's Title Insurance Policy for the Property.

9. PURCHASER'S DELIVERIES AT CLOSING. At the Closing, Purchaser shall deliver the following:

9.1. Purchaser shall pay to Seller the cash portion of the consideration, by good funds, adjusted for the prorations and adjustments required in connection with the Closing.

9.2. Such documents as may be required or as may be reasonable or necessary to consummate and close the purchase and sale contemplated herein pursuant to the terms and provisions of this Agreement.

9.3. Copies of such documents and resolutions as may be acceptable to Seller's counsel, so as to evidence the authority of the person signing the documents to be executed by Purchaser at the Closing.

10. PRORATIONS/DEPOSITS. Expenses for rent (if any) and utilities, and all real and personal property taxes for the Property, shall be prorated between Purchaser and Seller as of the Closing Date and Purchaser shall pay to Seller any deposits relating to any lease, telephone or other utilities for which Purchaser receives credit from the respective deposit holder. The adjustments and prorations required under this Agreement shall be computed as of the Closing Date and the consideration paid to Seller hereunder shall be adjusted to reflect such adjustments or prorations. In the event accurate prorations or other adjustments cannot be made at Closing because of the lack of necessary information, the parties shall prorate on the best available information, subject to prompt adjustment upon the receipt of the necessary information.

11. FEES AND EXPENSES. Purchaser shall pay for the title insurance premiums due in connection with the issuance of Purchaser's owner's title insurance policy; the cost of any survey ordered by Purchaser, any Phase I Environmental Audit or other environmental investigation performed, and any and all other costs and fees associated with Purchaser's investigation of the Property; the fees, costs and expenses related to any financing arranged by Purchaser; and other miscellaneous out-of-pocket expenses incurred by Purchaser. Seller shall pay for the preparation of the deed, all deed filing fees (formerly known as documentary tax stamps), any withholding taxes required by the South Carolina Department of Revenue, and other miscellaneous out-of-pocket expenses incurred by Seller. Purchaser and Seller shall each pay their own legal and accounting fees related to the transaction contemplated hereby. The Purchaser and Seller agree that no brokerage fees or real estate commissions are or shall be due or owing in connection with this transaction or in any way with respect to the sale of the Property.

12. CONDEMNATION OR CASUALTY LOSS. In the event of condemnation or receipt of notice of condemnation or taking of any part of the Property by governmental authority prior to the Closing, or any material casualty loss to the Property prior to Closing, Purchaser, at its option, shall have the right to terminate this Agreement. After Closing, all risk of loss due to condemnation or casualty shall lie with Purchaser.

13. DEFAULT.

13.1. Seller's Defaults. In the event Seller breaches any warranty or representation contained in this Agreement or fails to comply with or perform any of the conditions to be complied with or any of the covenants, agreements or obligations to be performed, Purchaser at Purchaser's option shall: (i) be entitled to thereafter exercise any and all rights and remedies available to Purchaser at law and in equity, including without limitation the right of specific performance; or (ii) be entitled, upon giving written notice to Seller, as herein provided, to terminate this Agreement. Upon any such termination, this Agreement and all rights and obligations created hereunder shall be deemed null and void and of no further force or effect.

13.2. Purchaser's Defaults. In the event Purchaser breaches any warranty or representation contained in this Agreement or fails to comply with or perform any of the conditions to be complied with or any of the covenants, agreements or obligations to be performed, Seller at Seller's option shall: (i) be entitled to thereafter exercise any and all rights and remedies available to Seller at law and in equity, including without limitation the right of specific performance; or (ii) be entitled, upon giving written notice to Purchaser, as herein provided, to terminate this Agreement. Upon any such termination, this Agreement and all rights and obligations created hereunder shall be deemed null and void and of no further force or effect.

14. MISCELLANEOUS

14.1. Completeness; Modification. This Agreement constitutes the entire agreement between the parties hereto with respect to the transaction contemplated herein and it supersedes all prior discussions, undertakings or agreements between the parties. This Agreement shall not be modified except by a written agreement executed by both parties.

14.2. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective, heirs, devisees, personal representatives, successors and assigns.

14.3. Governing Law. This Agreement shall be governed by and construed under the laws of the State of South Carolina.

14.4. Headings. The headings as used herein are for convenience or reference only and shall not be deemed to vary the content of this Agreement or the covenants, agreements, representations, and warranties set forth herein or limit the provisions or scope of this Agreement.

14.5. Pronouns. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the person or entity may require.

14.6. Time of Essence. Both parties hereto specifically agree that time is of the essence to this Agreement with respect to the performance of the obligation of the parties under this Agreement.

14.7. Counterparts. To facilitate execution, this Agreement may be executed in as many counterparts as may be deemed appropriate by the parties, all of which shall comprise one (1) agreement.

14.8. Notices. All notices, requests, consents and other communications hereunder shall be in writing and shall be personally delivered or mailed by First Class, Registered or Certified Mail, return receipt requested, postage prepaid, as follows:

(a) If to Purchaser:

With a Copy to:

(b) If to Seller:

Oconee County, South Carolina
Attn.: Oconee County Administrator
415 South Pine Street
Walhalla, South Carolina 29691

With a copy to:

McNair Law Firm, P.A.
Attn.: Thomas L. Martin, Esq.
132 East Benson Street, Suite 200
Anderson, SC 29624

Any such notice, request, consent or other communications shall be deemed received at such time as it is personally delivered or on the fifth business day after it is so mailed, as the case may be.

14.9. Assignment. Neither this Agreement nor any rights or obligations created or existing under this Agreement may be assigned by Purchaser without the prior written consent of Seller.

14.10. Invalid Provisions. In the event any one or more of the provisions contained in this Agreement shall be for any reason held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein.

[execution page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

SELLER:

OCONEE COUNTY, SOUTH CAROLINA

By: _____

Its: _____

PURCHASER:

ROLLER BEARING COMPANY OF AMERICA, INC.

By: _____

Its: _____

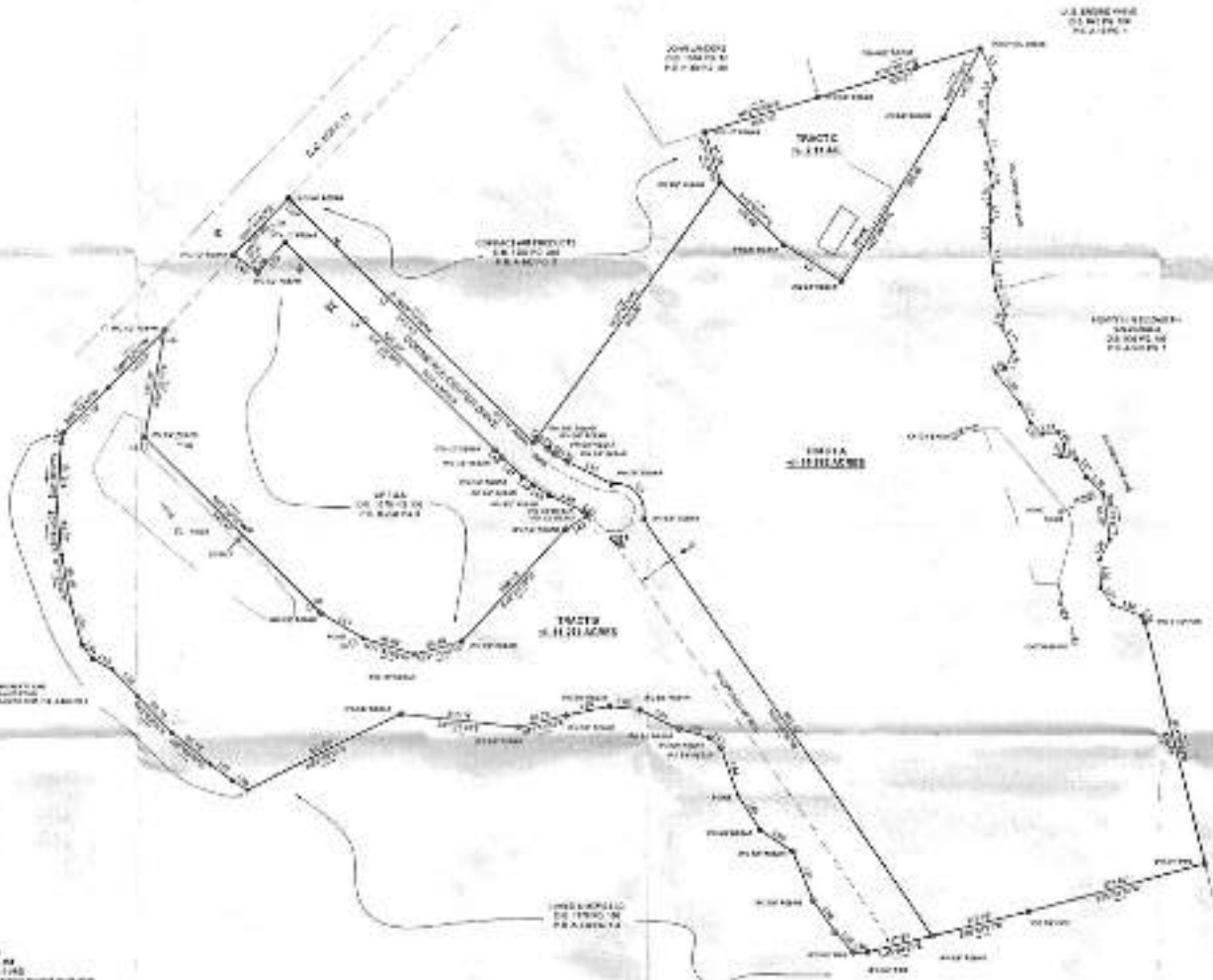
Exhibit A

Survey

[see attached]

- 1. SURFACE
- 2. ELEVATION
- 3. ELEVATION
- 4. ELEVATION
- 5. ELEVATION
- 6. ELEVATION
- 7. ELEVATION
- 8. ELEVATION

DATE: 10/15/10
 DRAWN BY: J. L. BROWN
 CHECKED BY: J. L. BROWN



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FOUR EIGHT FOUR
COONEE COUNTY
 PLANNING AND ZONING DEPARTMENT
 100 WEST 10TH AVENUE, SUITE 100
 COONEE, MISSOURI 64601
 PHONE: 417-882-1100
 FAX: 417-882-1101
 WWW.COONEECOUNTYMO.GOV

J. L. Brown
 Professional Engineer

NOTES:
 1. ALL DISTANCES ARE IN FEET AND INCHES.
 2. ALL DISTANCES ARE TO THE CENTERLINE OF THE ROAD UNLESS OTHERWISE NOTED.
 3. ALL DISTANCES ARE TO THE CENTERLINE OF THE ROAD UNLESS OTHERWISE NOTED.
 4. ALL DISTANCES ARE TO THE CENTERLINE OF THE ROAD UNLESS OTHERWISE NOTED.

**STATE OF SOUTH CAROLINA
OCONEE COUNTY
ORDINANCE 2012-28**

AN ORDINANCE TO PROVIDE FOR THE CREATION OF THE STONE POND SPECIAL TAX DISTRICT; TO DESIGNATE THE BOUNDARIES OF THE SPECIAL TAX DISTRICT; TO ESTABLISH THE NATURE OF SERVICES TO BE PERFORMED THEREIN; TO DESIGNATE THE AMOUNT OF UNIFORM ANNUAL FEES TO BE LEVIED AND COLLECTED FOR THE SPECIAL TAX DISTRICT; TO PROVIDE FOR THE OPERATION OF THE SPECIAL TAX DISTRICT; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Oconee County, South Carolina (the "County"), acting by and through the Oconee County Council (the "County Council"), is authorized pursuant to the provisions of Title 4, Chapter 9 of the Code of Laws of South Carolina, 1976, *as amended*, to assess property and levy ad valorem property tax and uniform service charges, including the power to tax different areas at different rates related to the nature and level of governmental services provided; and

WHEREAS, the County Council, pursuant to §4-9-30(5)(a)(ii), of the Code of Laws of South Carolina, 1976, *as amended* (the "Act"), may, upon certification of a petition signed by seventy-five percent (75%) or more of the resident freeholders who own at least seventy-five percent (75%) of the assessed valuation of real property in a given area of the County, pass an ordinance establishing a special tax district for the area in question; and

WHEREAS, the resident freeholders of the Stone Pond Special Tax District (as defined herein), representing at least seventy-five percent (75%) of the resident freeholders and owning at least seventy-five percent (75%) of the total assessed valuation of real property therein, have properly submitted a petition, containing a designation of the boundaries of a proposed special tax district, a description of the nature of the services to be rendered, and the maximum level of taxes authorized to be levied and collected, for such services in such district, to the County Council, requesting that the County Council pass an ordinance establishing a special tax district. A copy of said petition is attached hereto as Exhibit A, and hereby incorporated by reference as fully as if set forth verbatim herein; and

WHEREAS, the aforementioned petition contains 112 signatures out of 143 resident freeholders, and represents Five Hundred Ninety-Five Thousand, Two Hundred Fifty-Three and 00/100 Dollars (\$595,253.00) of total assessed value within the Stone Pond Special Tax District. The County Assessor has certified that the requisite number of signatures representing the requisite amount of assessed value has been established through a review of the ownership records of the proposed Stone Pond Special Tax District. A copy of the Assessor's certification is

attached hereto as Exhibit B, and hereby incorporated by reference as fully as if set forth verbatim herein; and

WHEREAS, the County, acting by and through the County Council, desires to create the Stone Pond Special Tax District, establish the nature of services to be performed, designate the annual tax in the Stone Pond Special Tax District and provide for the authority and operation of the Stone Pond Special Tax District;

NOW, THEREFORE, be it ordained by the County Council, in a meeting duly assembled, that:

Section 1. Creation of Stone Pond Special Tax District. The County Council, acting pursuant to the power and authority conferred upon it by the constitution and laws of the State of South Carolina, hereby creates and acknowledges a special tax district, known as the “Stone Pond Special Tax District”.

Section 2. Included Parcels and Boundaries. The Stone Pond Special Tax District shall hereby consist of all of those 107 parcels of real property being more particularly described by Oconee County TMS numbers: 291-01-01-001 through 291-01-01-022 (inclusive), 291-01-02-001 through 291-01-02-061 (inclusive), 291-01-03-001 through 291-01-03-011 (inclusive), 291-01-04-001 through 291-01-04-015 (inclusive), and 291-00-02-046, all at the effective date of this Ordinance. A copy of a map of the Stone Pond Special Tax District, detailing all parcels, is attached hereto as Exhibit C, and is hereby incorporated by reference as fully as if set forth verbatim herein.

Section 3. Appointment of Commission. Pursuant to §4-9-30(5)(b) of the Act, a three (3) member special tax district commission (“Commission”) consisting of resident freeholders of Stone Pond Special Tax District who are living within the boundaries of the Stone Pond Special Tax District shall oversee and operate the Stone Pond Special Tax District. The County Council shall appoint the three (3) members of the Commission. Of the initial members of the Commission, one member shall be appointed by County Council to serve a two (2) year term and the remaining two members shall be appointed by County Council to serve four (4) year terms. Thereafter all appointees shall serve for four (4) year staggered terms or until they are otherwise unable or unwilling to serve on the Commission or until their successors are appointed by the County Council and qualified. There shall be no limit on the number of terms which any member may serve. The Commission shall annually elect one of its members to serve as chairperson and one of its members to serve as secretary. The Commission shall meet on call of the chairperson or a majority of its members or at such other scheduled times as it may deem necessary.

The County Council hereby appoints the following individuals and sets the terms for the initial appointments to the Commission, with such appointments beginning _____, 20__:

	four (4) year term
	four (4) year term
	two (2) year term

Section 4. Uniform Annual Fees. Except as otherwise provided herein, uniform fees will be assessed annually (“Uniform Annual Fees”) on County tax bills (and collected as a part of the County’s annual tax collection process, including, without limitation, with penalties and interest for delinquent payment and with enforced collection, similar to taxes, pursuant to and in accordance with the Special Tax District Act”) against each of the tax parcels within the Stone Pond Special Tax District to reimburse the County for the actual cost of the Improvements, whatever such cost shall be (but currently estimated to be approximately One Million and 00/100 Dollars (\$1,000,000.00)) over a ten (10) year period, without interest, such period to begin for the various tax parcel owners in the tax year following the tax year in which the Improvements are completed. The amount of the uniform fee per tax parcel for each year of the ten (10) year period will be calculated by dividing the unrepaid amount of the costs of the Improvements by the then existing number of tax parcels contained within the Stone Pond Special Tax District, and dividing that amount further by the number of years remaining in the ten (10) year period, including the year for which the applicable uniform fee is being calculated.

By way of example only, if the actual costs of all Improvements equal One Million and 00/100 Dollars (\$1,000,000.00), and there are one hundred seven (107) tax parcels within the Stone Pond Special Tax District for the entire ten (10) year period for which annual uniform fees are collected, then the annual uniform fee would equal approximately Nine Hundred Thirty-Four and 58/100 Dollars (\$934.58) per tax parcel (\$1,000,000 cost divided by ten (10) years = \$100,000/year divided by 107 parcels = \$934.58). If, however, in the tenth (10th) year of the repayment period, for whatever reason additional lots are added to the Stone Pond Special Tax District and there are one hundred and eight (108) tax parcels in that tenth year, then the uniform annual fee per lot for the tenth (10th) and final year of the repayment period would equal approximately Nine Hundred and Twenty Five and 93/100 Dollars (\$925.93).

The Oconee County Auditor is hereby authorized, empowered, directed and required to levy upon all taxable real property lying within the boundaries of the Stone Pond Special Tax District, in addition to any county-wide tax, the Uniform Annual Fees calculated in accordance with this Ordinance and the Petition. The Uniform Annual Fees are a charge against and run with the parcels of real property located within the Stone Pond Special Tax District.

Section 5. Authority and Obligations of Commission. The Commission shall not exceed the authority approved under the Petition and this Ordinance. So long as the actions of the Commission do not conflict with lawful actions taken by the County Council or with the laws of the State of South Carolina, the Commission shall have the authority and responsibility to:

- a. approve overall management, operating, and financial objectives for the Stone Pond Special Tax District;
- b. adopt bylaws for the Commission and the Commission’s’ administration of the Stone Pond Special Tax District;
- c. approve an annual fiscal year budget for the Stone Pond Special Tax District;

d. work with the County Auditor to identify the amount of the Uniform Annual Fee for each year, which work may include, without limitation, making any necessary certifications to the County Auditor, requesting a determination of the amount of the Uniform Annual Fee, and requesting that the Uniform Annual Fee be placed on the property tax bills for properties within the boundaries of the Stone Pond Special Tax District;

e. meet the resulting obligations the Commission incurs on behalf of the Stone Pond Special Tax District, including, without limitation, to effect the repayment of the County for the cost of the Improvements;

f. enter into contracts and agreements on behalf of the Stone Pond Special Tax District in furtherance of fulfilling the purposes of the Stone Pond Special Tax District as described herein;

g. hire, retain, and appoint such personnel, not to be County personnel, as the Stone Pond Special Tax District desires to fulfill the purposes of the Stone Pond Special Tax District and to establish the policies, procedures and compensation for said personnel; and

h. exercise any and all other lawful powers necessary or beneficial to operating and maintaining a Special Tax District in furtherance of the purposes of the Special Tax District as set forth herein in any manner not in conflict with the provisions of this Ordinance or the Petition.

Section 6. Personnel. Personnel hired and retained by the Stone Pond Special Tax District, if any, shall be employees of the Stone Pond Special Tax District and not employees of the County.

Section 7. Annual Budget. The Commission shall meet the following requirements for submitting the Stone Pond Special Tax District's annual budget:

a. The Commission shall submit the annual budget to the Oconee County Administrator and the Oconee County Auditor.

b. The submitted budget shall identify the total amount of Stone Pond Special Tax District expenses for the next full fiscal year, and shall show a breakdown of the total by general categories of expense. The budget shall also show a breakdown of expected Uniform Annual Fee revenue, a breakdown of any other sources and amounts of revenue, and the amount of Uniform Annual Fees to be billed and collected by the County with the annual property tax levy.

Section 8. Severability. Should any term, provision, or content of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall have no effect on the remainder of this ordinance, all of which is hereby deemed separable.

Section 9. Repeal of Ordinances, Orders and Resolutions. All Ordinances, Orders, Resolutions, and actions of the County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and superseded.

Section 10. Effective Date. This Ordinance shall become effective and be in full force and effect from and after the public hearing and the third reading in accordance with the Ordinances of Oconee County, South Carolina.

Enacted this 14th day of August, 2012.

OCONEE COUNTY, SOUTH CAROLINA

(SEAL)

Chairman, County Council
Oconee County, South Carolina

ATTEST:


Clerk to County Council,
Oconee County, South Carolina

First Reading: June 19, 2012
Second Reading: July 17, 2012
Public Hearing: August 14, 2012
Third Reading: August 14, 2012


Exhibit A

Petition

[see attached]



Oconee County
Auditor



Kenneth E. Nix
Auditor

Oconee County Tax Center
415 South Pine Street
Wahalla, SC 29691

Phone: 864-364-5070
Fax: 864-718-1015
E-mail:
kenix@occonee.org

Date: May 16, 2012
To: Scott Moulder, County Administrator
Subject: Stone Pond Subdivision Special Tax District

I am the duly elected Auditor of Oconee County, South Carolina and I have examined the records of real property on file in the county records on file in the Oconee County Auditor's office pertaining to those real properties constituting the proposed Stone Pond Subdivision special tax district (the "STD"), as shown and described on the STD petition, which I have also examined. In examining those records, I have reviewed the Auditor's records of names of all listed owners for each property encompassed by and within the STD, and reviewed the County's records of the current appraised value of each property encompassed by and within the STD, and I hereby certify that, to the best of my knowledge and upon due inquiry: at least 75% of the resident freeholders (as defined in Section 5-3-240 of the S.C. Code, 1976, as amended, and based on the owners of the real property on record in this office) who own at least 75% of the current assessed valuation of real property in the proposed STD (based upon tax records in this office and the concurrent certification of the Oconee County Assessor). I have also verified by letter dated May 8, 2012 to 13% of the current freeholders of record that signed said petition requesting verification that they did indeed sign the petition. Only responses in the negative were requested by return phone message to my direct County phone number. As of today, May 16, 2012, I Kenneth E. Nix, Oconee County Auditor, certify that I have received no such verification that any of the 13% randomly selected freeholders responded that they did not sign the STD petition. Out of the 13% I did receive one letter with an indication from the U.S. Postal Service that the letter was undeliverable. I am providing this certification with the specific knowledge that it will be used by Oconee County Council to determine whether or not to approve the petition and enact an ordinance creating the STD.


Kenneth E. Nix



STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

**ATTACHMENT TO PETITION TO CREATE A SPECIAL TAX DISTRICT FOR
AND IN STONE POND SUBDIVISION, OCONEE COUNTY, SOUTH CAROLINA**

SIGNATURE OF RESIDENT FREEHOLDER(S):

The undersigned resident freeholder(s) of real property having the Oconee County Tax Map No(s) set forth below (collectively, the "Property"), such Property having a total assessed value of \$ 11,577 , willfully execute(s) this Petition of their own free will, to request the Oconee County Council to establish the Stone Pond Special Tax District as described in the Petition of which this is a part, by the enactment of an ordinance for such purpose as permitted by Section 4-9-30(5)(a)(ii) of the 1976 South Carolina Code of Laws, as amended.

Oconee County TMS No(s): 291-01-02-033

Dated: 3-18-12, 2012 Warren B. Alexander
Warren B. Alexander

Dated: 3-18-12, 2012 Dorothy M. Alexander
Dorothy M. Alexander

Owner(s) Address: 517 IVY SPRINGS CT
SENECA, SC 29678

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

**ATTACHMENT TO PETITION TO CREATE A SPECIAL TAX DISTRICT FOR
AND IN STONE POND SUBDIVISION, OCONEE COUNTY, SOUTH CAROLINA**

SIGNATURE OF RESIDENT FREEHOLDER(S):

The undersigned resident freeholder(s) of real property having the Oconee County Tax Map No(s) set forth below (collectively, the "Property"), such Property having a total assessed value of \$ 9.197 , willfully execute(s) this Petition of their own free will, to request the Oconee County Council to establish the special tax district as described in the Petition of which this is a part, by the enactment of an ordinance for such purpose as permitted by Section 4-9-30(5)(a)(ii) of the 1976 South Carolina Code of Laws, as amended.

Oconee County TMS No(s): 291-01-02-038

Dated: 3-15-12 , 2012

Wendell Arnold
Wendell Arnold

Dated: Mar 15 , 2012

Janice Arnold
Janice Arnold

**Owner(s) Address: 520 IVY SPRING CT
SENECA, SC 29678**

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

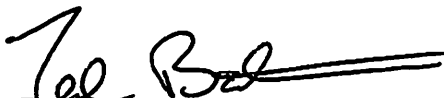
**ATTACHMENT TO PETITION TO CREATE A SPECIAL TAX DISTRICT FOR
AND IN STONE POND SUBDIVISION, OCONEE COUNTY, SOUTH CAROLINA**

SIGNATURE OF RESIDENT FREEHOLDER(S):

The undersigned resident freeholder(s) of real property having the Oconee County Tax Map No(s) set forth below (collectively, the "Property"), such Property having a total assessed value of \$ 15,269 , willfully execute(s) this Petition of their own free will, to request the Oconee County Council to establish the special tax district as described in the Petition of which this is a part, by the enactment of an ordinance for such purpose as permitted by Section 4-9-30(5)(a)(ii) of the 1976 South Carolina Code of Laws, as amended.

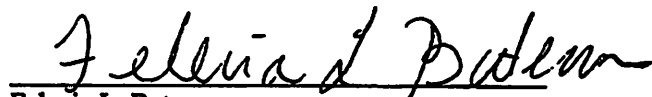
Oconee County TMS No(s): 291-01-02-006

Dated: 3/21/2012, 2012



Ted A. Bateman

Dated: 3/21, 2012



Felecia L. Bateman

**Owner(s) Address: 303 SUNSET CREEK CIR
CHAPEL HILL, NC 27516**

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

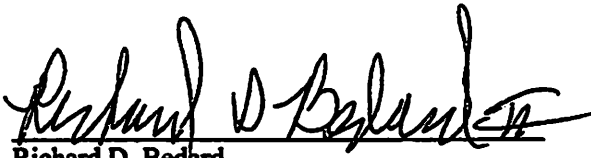
**ATTACHMENT TO PETITION TO CREATE A SPECIAL TAX DISTRICT FOR
AND IN STONE POND SUBDIVISION, OCONEE COUNTY, SOUTH CAROLINA**

SIGNATURE OF RESIDENT FREEHOLDER(S):

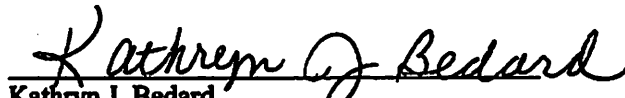
The undersigned resident freeholder(s) of real property having the Oconee County Tax Map No(s) set forth below (collectively, the "Property"), such Property having a total assessed value of \$ 9,852 , willfully execute(s) this Petition of their own free will, to request the Oconee County Council to establish the special tax district as described in the Petition of which this is a part, by the enactment of an ordinance for such purpose as permitted by Section 4-9-30(5)(a)(ii) of the 1976 South Carolina Code of Laws, as amended.

Oconee County TMS No(s): 291-01-02-021

Dated: 3/23/, 2012


Richard D. Bedard

Dated: March 23, 2012


Kathryn J. Bedard

Owner(s) Address: 607 LAUREL HAVEN CT
SENECA, SC 29678

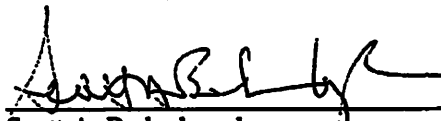
STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

**ATTACHMENT TO PETITION TO CREATE A SPECIAL TAX DISTRICT FOR
AND IN STONE POND SUBDIVISION, OCONEE COUNTY, SOUTH CAROLINA**

SIGNATURE OF RESIDENT FREEHOLDER(S):

The undersigned resident freeholder(s) of real property having the Oconee County Tax Map No(s) set forth below (collectively, the "Property"), such Property having a total assessed value of \$ 12,672 , willfully execute(s) this Petition of their own free will, to request the Oconee County Council to establish the special tax district as described in the Petition of which this is a part, by the enactment of an ordinance for such purpose as permitted by Section 4-9-30(5)(a)(ii) of the 1976 South Carolina Code of Laws, as amended.

Oconee County TMS No(s): 291-01-01-010

Dated: April 6, 2012 
Scott A. Bedenbaugh

Dated: April 6, 2012 
Christina T. Bedenbaugh

Owner(s) Address: 247 STONE POND WAY
SENECA, SC 29678

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

**ATTACHMENT TO PETITION TO CREATE A SPECIAL TAX DISTRICT FOR
AND IN STONE POND SUBDIVISION, OCONEE COUNTY, SOUTH CAROLINA**

SIGNATURE OF RESIDENT FREEHOLDER(S):

The undersigned resident freeholder(s) of real property having the Oconee County Tax Map No(s) set forth below (collectively, the "Property"), such Property having a total assessed value of \$ 7,891 , willfully execute(s) this Petition of their own free will, to request the Oconee County Council to establish the special tax district as described in the Petition of which this is a part, by the enactment of an ordinance for such purpose as permitted by Section 4-9-30(5)(a)(ii) of the 1976 South Carolina Code of Laws, as amended.

Oconee County TMS No(s): 291-01-02-034

Dated: 3/26, 2012


Seth C. Brizek

Dated: March 26, 2012


Dory K. Brizek

Owner(s) Address: 519 IVY SPRING COURT
SENECA, SC 29678

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

**ATTACHMENT TO PETITION TO CREATE A SPECIAL TAX DISTRICT FOR
AND IN STONE POND SUBDIVISION, OCONEE COUNTY, SOUTH CAROLINA**

SIGNATURE OF RESIDENT FREEHOLDER(S):

The undersigned resident freeholder(s) of real property having the Oconee County Tax Map No(s) set forth below (collectively, the "Property"), such Property having a total assessed value of \$ 7,370 , willfully execute(s) this Petition of their own free will, to request the Oconee County Council to establish the special tax district as described in the Petition of which this is a part, by the enactment of an ordinance for such purpose as permitted by Section 4-9-30(5)(a)(ii) of the 1976 South Carolina Code of Laws, as amended.

Oconee County TMS No(s): 291-01-01-022

Dated: 04/13, 2012



Brandy Blakely Brown

Dated: 4/13, 2012



Kevin Brown

**Owner(s) Address: 258 STONE POND WAY
SENECA, SC 29678**

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

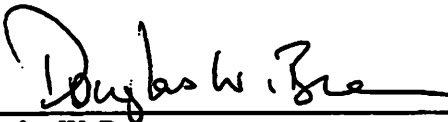
**ATTACHMENT TO PETITION TO CREATE A SPECIAL TAX DISTRICT FOR
AND IN STONE POND SUBDIVISION, OCONEE COUNTY, SOUTH CAROLINA**

SIGNATURE OF RESIDENT FREEHOLDER(S):

The undersigned resident freeholder(s) of real property having the Oconee County Tax Map No(s) set forth below (collectively, the "Property"), such Property having a total assessed value of \$ 10,382 , willfully execute(s) this Petition of their own free will, to request the Oconee County Council to establish the special tax district as described in the Petition of which this is a part, by the enactment of an ordinance for such purpose as permitted by Section 4-9-30(5)(a)(ii) of the 1976 South Carolina Code of Laws, as amended.

Oconee County TMS No(s): 291-01-02-057

Dated: March 30, 2012



Douglas W. Brune

Dated: March 30, 2012



Jenny C. Brune

Owner(s) Address: 703 SAGEWOOD LN
SENECA, SC 29678

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

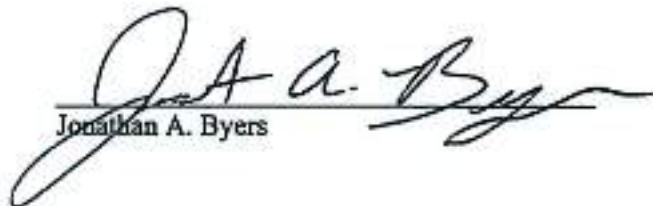
**ATTACHMENT TO PETITION TO CREATE A SPECIAL TAX DISTRICT FOR
AND IN STONE POND SUBDIVISION, OCONEE COUNTY, SOUTH CAROLINA**

SIGNATURE OF RESIDENT FREEHOLDER(S):

The undersigned resident freeholder(s) of real property having the Oconee County Tax Map No(s) set forth below (collectively, the "Property"), such Property having a total assessed value of \$ 920 , willfully execute(s) this Petition of their own free will, to request the Oconee County Council to establish the special tax district as described in the Petition of which this is a part, by the enactment of an ordinance for such purpose as permitted by Section 4-9-30(5)(a)(ii) of the 1976 South Carolina Code of Laws, as amended.

Oconee County TMS No(s): 291-01-02-046

Dated: APRIL 5th, 2012


Jonathan A. Byers

Dated: _____, 2012 _____

Owner(s) Address: 706 SAGEWOOD LN
SENECA, SC 29678

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE


**ATTACHMENT TO PETITION TO CREATE A SPECIAL TAX DISTRICT FOR
AND IN STONE POND SUBDIVISION, OCONEE COUNTY, SOUTH CAROLINA**

SIGNATURE OF RESIDENT FREEHOLDER(S):

The undersigned resident freeholder(s) of real property having the Oconee County Tax Map No(s) set forth below (collectively, the "Property"), such Property having a total assessed value of \$ 8,807 , willfully execute(s) this Petition of their own free will, to request the Oconee County Council to establish the special tax district as described in the Petition of which this is a part, by the enactment of an ordinance for such purpose as permitted by Section 4-9-30(5)(a)(ii) of the 1976 South Carolina Code of Laws, as amended.

Oconee County TMS No(s): 291-01-01-018

Dated: 22 MAR, 2012



Bruce L. Carlin

Dated: 22 March, 2012



Kim L. Maloney

Owner(s) Address: 263 STONE POND WAY
SENECA, SC 29678

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

**ATTACHMENT TO PETITION TO CREATE A SPECIAL TAX DISTRICT FOR
AND IN STONE POND SUBDIVISION, OCONEE COUNTY, SOUTH CAROLINA**

SIGNATURE OF RESIDENT FREEHOLDER(S):

The undersigned resident freeholder(s) of real property having the Oconee County Tax Map No(s) set forth below (collectively, the "Property"), such Property having a total assessed value of \$ 8,487 , willfully execute(s) this Petition of their own free will, to request the Oconee County Council to establish the special tax district as described in the Petition of which this is a part, by the enactment of an ordinance for such purpose as permitted by Section 4-9-30(5)(a)(ii) of the 1976 South Carolina Code of Laws, as amended.

Oconee County TMS No(s): 291-01-03-003

Dated: 04/07, 2012

Jerome D. Carter
Jerome D. Carter

Dated: _____, 2012

**Owner(s) Address: 115 WINTERBROOK CIR.
SENECA, SC 29678**

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

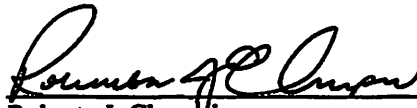
**ATTACHMENT TO PETITION TO CREATE A SPECIAL TAX DISTRICT FOR
AND IN STONE POND SUBDIVISION, OCONEE COUNTY, SOUTH CAROLINA**

SIGNATURE OF RESIDENT FREEHOLDER(S):

The undersigned resident freeholder(s) of real property having the Oconee County Tax Map No(s) set forth below (collectively, the "Property"), such Property having a total assessed value of \$ 8,292 , willfully execute(s) this Petition of their own free will, to request the Oconee County Council to establish the special tax district as described in the Petition of which this is a part, by the enactment of an ordinance for such purpose as permitted by Section 4-9-30(5)(a)(ii) of the 1976 South Carolina Code of Laws, as amended.

Oconee County TMS No(s): 291-01-02-035

Dated: 3/15, 2012



Roberta J. Champion

Dated: 3-15, 2012



Michael R. Champion

Owner(s) Address: 521 IVY SPRING CT
SENECA, SC 29678

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

**ATTACHMENT TO PETITION TO CREATE A SPECIAL TAX DISTRICT FOR
AND IN STONE POND SUBDIVISION, OCONEE COUNTY, SOUTH CAROLINA**

SIGNATURE OF RESIDENT FREEHOLDER(S):

The undersigned resident freeholder(s) of real property having the Oconee County Tax Map No(s) set forth below (collectively, the "Property"), such Property having a total assessed value of \$ 9,111 , willfully execute(s) this Petition of their own free will, to request the Oconee County Council to establish the special tax district as described in the Petition of which this is a part, by the enactment of an ordinance for such purpose as permitted by Section 4-9-30(5)(a)(ii) of the 1976 South Carolina Code of Laws, as amended.

Oconee County TMS No(s): 291-01-02-039

Dated: 3/15/, 2012

Charles E. Crooks
Charles E. Crooks

Dated: _____, 2012 _____

**Owner(s) Address: 518 IVY SPRING CT
SENECA, SC 29678**

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

**ATTACHMENT TO PETITION TO CREATE A SPECIAL TAX DISTRICT FOR
AND IN STONE POND SUBDIVISION, OCONEE COUNTY, SOUTH CAROLINA**

SIGNATURE OF RESIDENT FREEHOLDER(S):

The undersigned resident freeholder(s) of real property having the Oconee County Tax Map No(s) set forth below (collectively, the "Property"), such Property having a total assessed value of \$ 8,657 , willfully execute(s) this Petition of their own free will, to request the Oconee County Council to establish the special tax district as described in the Petition of which this is a part, by the enactment of an ordinance for such purpose as permitted by Section 4-9-30(5)(a)(ii) of the 1976 South Carolina Code of Laws, as amended.

Oconee County TMS No(s): 291-01-02-036

Dated: March 15, 2012 Betsy M. Dalbo
Betsy M. Dalbo

Dated: March 15, 2012 Kellie W. Marlatt
Kellie W. Marlatt

Owner(s) Address: 523 IVY SPRING CT
SENECA, SC 29678

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

**ATTACHMENT TO PETITION TO CREATE A SPECIAL TAX DISTRICT FOR
AND IN STONE POND SUBDIVISION, OCONEE COUNTY, SOUTH CAROLINA**

SIGNATURE OF RESIDENT FREEHOLDER(S):

The undersigned resident freeholder(s) of real property having the Oconee County Tax Map No(s) set forth below (collectively, the "Property"), such Property having a total assessed value of \$ 8,561 , willfully execute(s) this Petition of their own free will, to request the Oconee County Council to establish the special tax district as described in the Petition of which this is a part, by the enactment of an ordinance for such purpose as permitted by Section 4-9-30(5)(a)(ii) of the 1976 South Carolina Code of Laws, as amended.

Oconee County TMS No(s): 291-01-01-014

Dated: March 15 , 2012

Jeff R Daniel
Jeffrey R. Daniel

Dated: _____, 2012

**Owner(s) Address: 255 STONE POND WAY
SENECA, SC 29678**

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE


**ATTACHMENT TO PETITION TO CREATE A SPECIAL TAX DISTRICT FOR
AND IN STONE POND SUBDIVISION, OCONEE COUNTY, SOUTH CAROLINA**

SIGNATURE OF RESIDENT FREEHOLDER(S):

The undersigned resident freeholder(s) of real property having the Oconee County Tax Map No(s) set forth below (collectively, the "Property"), such Property having a total assessed value of \$ 7,943 , willfully execute(s) this Petition of their own free will, to request the Oconee County Council to establish the special tax district as described in the Petition of which this is a part, by the enactment of an ordinance for such purpose as permitted by Section 4-9-30(5)(a)(ii) of the 1976 South Carolina Code of Laws, as amended.

Oconee County TMS No(s): 291-01-04-011

Dated: 3/17 , 2012



Ryan Davis

Dated: 3/17/ , 2012



Heather Davis

**Owner(s) Address: 212 DEVONHURST DR
SENECA, SC 29678**

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

**ATTACHMENT TO PETITION TO CREATE A SPECIAL TAX DISTRICT FOR
AND IN STONE POND SUBDIVISION, OCONEE COUNTY, SOUTH CAROLINA**

SIGNATURE OF RESIDENT FREEHOLDER(S):


The undersigned resident freeholder(s) of real property having the Oconee County Tax Map No(s) set forth below (collectively, the "Property"), such Property having a total assessed value of \$ 9,759 , willfully execute(s) this Petition of their own free will, to request the Oconee County Council to establish the special tax district as described in the Petition of which this is a part, by the enactment of an ordinance for such purpose as permitted by Section 4-9-30(5)(a)(ii) of the 1976 South Carolina Code of Laws, as amended.

Oconee County TMS No(s): 291-01-02-037

Dated: 3-15, 2012


James R. Denisco
De Nisco

Dated: 3-15, 2012


Karen De Nisco

**Owner(s) Address: 522 IVY SPRINGS CT
SENECA, SC 29678**

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

**ATTACHMENT TO PETITION TO CREATE A SPECIAL TAX DISTRICT FOR
AND IN STONE POND SUBDIVISION, OCONEE COUNTY, SOUTH CAROLINA**

SIGNATURE OF RESIDENT FREEHOLDER(S):


The undersigned resident freeholder(s) of real property having the Oconee County Tax Map No(s) set forth below (collectively, the "Property"), such Property having a total assessed value of \$ 8,325 , willfully execute(s) this Petition of their own free will, to request the Oconee County Council to establish the special tax district as described in the Petition of which this is a part, by the enactment of an ordinance for such purpose as permitted by Section 4-9-30(5)(a)(ii) of the 1976 South Carolina Code of Laws, as amended.

Oconee County TMS No(s): 291-01-04-001

Dated: 3/20/, 2012


Eric J. Doyle

Dated: 3/19/12, 2012


Jennifer M. Doyle

Owner(s) Address: 300 SUMMER WALK COURT
SENECA, SC 29678

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

**ATTACHMENT TO PETITION TO CREATE A SPECIAL TAX DISTRICT FOR
AND IN STONE POND SUBDIVISION, OCONEE COUNTY, SOUTH CAROLINA**

SIGNATURE OF RESIDENT FREEHOLDER(S):

The undersigned resident freeholder(s) of real property having the Oconee County Tax Map No(s) set forth below (collectively, the "Property"), such Property having a total assessed value of \$ 7,194 , willfully execute(s) this Petition of their own free will, to request the Oconee County Council to establish the special tax district as described in the Petition of which this is a part, by the enactment of an ordinance for such purpose as permitted by Section 4-9-30(5)(a)(ii) of the 1976 South Carolina Code of Laws, as amended.

Oconee County TMS No(s): 291-01-01-007

Dated: 3/15, 2012

Earnest J. Dugo, Jr.
Earnest J. Dugo, Jr.

Dated: 3/15, 2012

Katie Dugo
Katie Dugo

**Owner(s) Address: 241 STONE POND WAY
SENECA, SC 29678**

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

**ATTACHMENT TO PETITION TO CREATE A SPECIAL TAX DISTRICT FOR
AND IN STONE POND SUBDIVISION, OCONEE COUNTY, SOUTH CAROLINA**

SIGNATURE OF RESIDENT FREEHOLDER(S):

The undersigned resident freeholder(s) of real property having the Oconee County Tax Map No(s) set forth below (collectively, the "Property"), such Property having a total assessed value of \$ 17,305 , willfully execute(s) this Petition of their own free will, to request the Oconee County Council to establish the special tax district as described in the Petition of which this is a part, by the enactment of an ordinance for such purpose as permitted by Section 4-9-30(5)(a)(ii) of the 1976 South Carolina Code of Laws, as amended.

Oconee County TMS No(s): 291-01-04-008

Dated: April 20, 2012



Betty L. Forslund

Dated: _____, 2012

Owner(s) Address: 110 WINTERBROOK CIR
SENECA, SC 29678

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

**ATTACHMENT TO PETITION TO CREATE A SPECIAL TAX DISTRICT FOR
AND IN STONE POND SUBDIVISION, OCONEE COUNTY, SOUTH CAROLINA**

SIGNATURE OF RESIDENT FREEHOLDER(S):

The undersigned resident freeholder(s) of real property having the Oconee County Tax Map No(s) set forth below (collectively, the "Property"), such Property having a total assessed value of \$ 7.726 , willfully execute(s) this Petition of their own free will, to request the Oconee County Council to establish the special tax district as described in the Petition of which this is a part, by the enactment of an ordinance for such purpose as permitted by Section 4-9-30(5)(a)(ii) of the 1976 South Carolina Code of Laws, as amended.

Oconee County TMS No(s): 291-01-04-010

Dated: March 15, 2012

Angela Fraser
Angela Fraser

Dated: _____, 2012 _____

Owner(s) Address: 208 DEVONHURST DR
SENECA, SC 29678

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

**ATTACHMENT TO PETITION TO CREATE A SPECIAL TAX DISTRICT FOR
AND IN STONE POND SUBDIVISION, OCONEE COUNTY, SOUTH CAROLINA**

SIGNATURE OF RESIDENT FREEHOLDER(S):

The undersigned resident freeholder(s) of real property having the Oconee County Tax Map No(s) set forth below (collectively, the "Property"), such Property having a total assessed value of \$ 8,603 , willfully execute(s) this Petition of their own free will, to request the Oconee County Council to establish the special tax district as described in the Petition of which this is a part, by the enactment of an ordinance for such purpose as permitted by Section 4-9-30(5)(a)(ii) of the 1976 South Carolina Code of Laws, as amended.

Oconee County TMS No(s): 291-01-04-005

Dated: 4-6, 2012

John Gibson
John Gibson

Dated: 4-6, 2012

Kathleen Gibson
Kathleen Gibson

**Owner(s) Address: 303 SUMMER WALK CT
SENECA, SC 29678**

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

**ATTACHMENT TO PETITION TO CREATE A SPECIAL TAX DISTRICT FOR
AND IN STONE POND SUBDIVISION, OCONEE COUNTY, SOUTH CAROLINA**

SIGNATURE OF RESIDENT FREEHOLDER(S):

The undersigned resident freeholder(s) of real property having the Oconee County Tax Map No(s) set forth below (collectively, the "Property"), such Property having a total assessed value of \$ 10,831 , willfully execute(s) this Petition of their own free will, to request the Oconee County Council to establish the special tax district as described in the Petition of which this is a part, by the enactment of an ordinance for such purpose as permitted by Section 4-9-30(5)(a)(ii) of the 1976 South Carolina Code of Laws, as amended.

Oconee County TMS No(s): 291-01-02-020

Dated: 3/15/ , 2012

J. Russell Gray
Russell J. Gray

Dated: 3/15/ , 2012

Kristen Gray
Kristen Gray

Owner(s) Address: 602 LAUREL HAVEN CT
SENECA, SC 29678

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

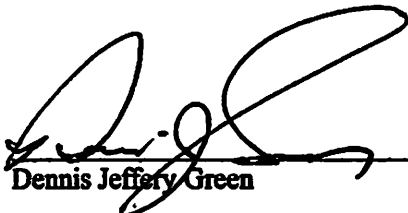
**ATTACHMENT TO PETITION TO CREATE A SPECIAL TAX DISTRICT FOR
AND IN STONE POND SUBDIVISION, OCONEE COUNTY, SOUTH CAROLINA**

SIGNATURE OF RESIDENT FREEHOLDER(S):

The undersigned resident freeholder(s) of real property having the Oconee County Tax Map No(s) set forth below (collectively, the "Property"), such Property having a total assessed value of \$ 9,584 , willfully execute(s) this Petition of their own free will, to request the Oconee County Council to establish the special tax district as described in the Petition of which this is a part, by the enactment of an ordinance for such purpose as permitted by Section 4-9-30(5)(a)(ii) of the 1976 South Carolina Code of Laws, as amended.

Oconee County TMS No(s): 291-01-02-002

Dated: 4/9/12, 2012



Dennis Jeffery Green

Dated: _____, 2012

**Owner(s) Address: 232 STONE POND WAY
SENECA, SC 29678**

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

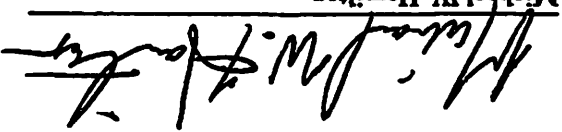
**ATTACHMENT TO PETITION TO CREATE A SPECIAL TAX DISTRICT FOR
AND IN STONE POND SUBDIVISION, OCONEE COUNTY, SOUTH CAROLINA**

SIGNATURE OF RESIDENT FREEHOLDERS(S):

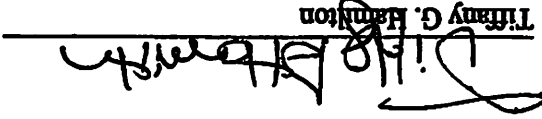
The undersigned resident freeholder(s) of real property having the Oconee County Tax Map No(s) set forth below (collectively, the "Property"), such Property having a total assessed value of \$8,421 _____, willfully execute(s) this Petition of their own free will, to request the Oconee County Council to establish the special tax district as described in the Petition of which this is a part, by the enactment of an ordinance for such purpose as permitted by Section 4-9-30(S)(a)(ii) of the 1976 South Carolina Code of Laws, as amended.

Oconee County TMS No(s): 291-01-02-001

Dated: 3/25, 2012


Michael W. Hamilton

Dated: 3/05, 2012


Tiffany G. Hamilton

Owner(s) Address: 114 WINTERBROOK CIR
SENECA, SC 29678

Signature Page of Resident Freeholder, Oconee County, South Carolina
Petition to Create a Special Tax District For and In Stone Pond Subdivision

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

**ATTACHMENT TO PETITION TO CREATE A SPECIAL TAX DISTRICT FOR
AND IN STONE POND SUBDIVISION, OCONEE COUNTY, SOUTH CAROLINA**

SIGNATURE OF RESIDENT FREEHOLDER(S):

The undersigned resident freeholder(s) of real property having the Oconee County Tax Map No(s) set forth below (collectively, the "Property"), such Property having a total assessed value of \$ 8,659 , willfully execute(s) this Petition of their own free will, to request the Oconee County Council to establish the special tax district as described in the Petition of which this is a part, by the enactment of an ordinance for such purpose as permitted by Section 4-9-30(5)(a)(ii) of the 1976 South Carolina Code of Laws, as amended.

Oconee County TMS No(s): 291-01-02-008

Dated: March 25, 2012 Scot M. Hawkesworth
Scot M. Hawkesworth

Dated: March 25, 2012 Vicki C. Hawkesworth
Vicki C. Hawkesworth

**Owner(s) Address: 250 STONE POND WAY
SENECA, SC 29678**

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

**ATTACHMENT TO PETITION TO CREATE A SPECIAL TAX DISTRICT FOR
AND IN STONE POND SUBDIVISION, OCONEE COUNTY, SOUTH CAROLINA**

SIGNATURE OF RESIDENT FREEHOLDER(S):

The undersigned resident freeholder(s) of real property having the Oconee County Tax Map No(s) set forth below (collectively, the "Property"), such Property having a total assessed value of \$ 8,336 , willfully execute(s) this Petition of their own free will, to request the Oconee County Council to establish the special tax district as described in the Petition of which this is a part, by the enactment of an ordinance for such purpose as permitted by Section 4-9-30(5)(a)(ii) of the 1976 South Carolina Code of Laws, as amended.

Oconee County TMS No(s): 291-01-02-043

Dated: 4 / 7, 2012

Barbara A. Higgins
Barbara A. Higgins

Dated: 4 / 7, 2012

Jeffrey P. Higgins
Jeffrey P. Higgins

Owner(s) Address: PO BOX 776
SENECA, SC 29679

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

**ATTACHMENT TO PETITION TO CREATE A SPECIAL TAX DISTRICT FOR
AND IN STONE POND SUBDIVISION, OCONEE COUNTY, SOUTH CAROLINA**

SIGNATURE OF RESIDENT FREEHOLDER(S):

The undersigned resident freeholder(s) of real property having the Oconee County Tax Map No(s) set forth below (collectively, the "Property"), such Property having a total assessed value of \$ 10,839 , willfully execute(s) this Petition of their own free will, to request the Oconee County Council to establish the special tax district as described in the Petition of which this is a part, by the enactment of an ordinance for such purpose as permitted by Section 4-9-30(5)(a)(ii) of the 1976 South Carolina Code of Laws, as amended.

Oconee County TMS No(s): 291-01-01-020

Dated: 4/13, 2012 Danny A. Holland
Danny A. Holland

Dated: 4/13, 2012 Lisa M. Holland
Lisa M. Holland

Owner(s) Address: 264 STONE POND WAY
SENECA, SC 29678

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

**ATTACHMENT TO PETITION TO CREATE A SPECIAL TAX DISTRICT FOR
AND IN STONE POND SUBDIVISION, OCONEE COUNTY, SOUTH CAROLINA**

SIGNATURE OF RESIDENT FREEHOLDER(S):

The undersigned resident freeholder(s) of real property having the Oconee County Tax Map No(s) set forth below (collectively, the "Property"), such Property having a total assessed value of \$ 9,815 , willfully execute(s) this Petition of their own free will, to request the Oconee County Council to establish the special tax district as described in the Petition of which this is a part, by the enactment of an ordinance for such purpose as permitted by Section 4-9-30(5)(a)(ii) of the 1976 South Carolina Code of Laws, as amended.

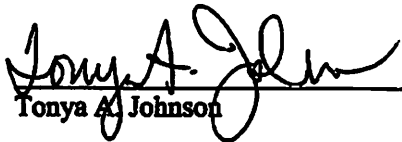
Oconee County TMS No(s): 291-01-02-013

Dated: 4/13, 2012



Benjamin R. Johnson

Dated: 4/13, 2012



Tonya A. Johnson

**Owner(s) Address: 112 WINTERBROOK CIRCLE
SENECA, SC 29678**

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

**ATTACHMENT TO PETITION TO CREATE A SPECIAL TAX DISTRICT FOR
AND IN STONE POND SUBDIVISION, OCONEE COUNTY, SOUTH CAROLINA**

SIGNATURE OF RESIDENT FREEHOLDER(S):

The undersigned resident freeholder(s) of real property having the Oconee County Tax Map No(s) set forth below (collectively, the "Property"), such Property having a total assessed value of \$ 8,777 , willfully execute(s) this Petition of their own free will, to request the Oconee County Council to establish the special tax district as described in the Petition of which this is a part, by the enactment of an ordinance for such purpose as permitted by Section 4-9-30(5)(a)(ii) of the 1976 South Carolina Code of Laws, as amended.


Oconee County TMS No(s): 291-01-02-030

Dated: 3-19, 2012



Christopher T. Lee

Dated: 3-19, 2012



Carol A. Oldiges

**Owner(s) Address: 505 IVY SPRING CT
SENECA, SC 29678**

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

**ATTACHMENT TO PETITION TO CREATE A SPECIAL TAX DISTRICT FOR
AND IN STONE POND SUBDIVISION, OCONEE COUNTY, SOUTH CAROLINA**

SIGNATURE OF RESIDENT FREEHOLDER(S):

The undersigned resident freeholder(s) of real property having the Oconee County Tax Map No(s) set forth below (collectively, the "Property"), such Property having a total assessed value of \$ 9,749 , willfully execute(s) this Petition of their own free will, to request the Oconee County Council to establish the special tax district as described in the Petition of which this is a part, by the enactment of an ordinance for such purpose as permitted by Section 4-9-30(5)(a)(ii) of the 1976 South Carolina Code of Laws, as amended.

Oconee County TMS No(s): 291-01-02-032

Dated: 3/15, 2012 
Rickie S. Matheson

Dated: 3/15, 2012 
Kaye S. Matheson

**Owner(s) Address: 501 IVY SPRING CT
SENECA, SC 29678**

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

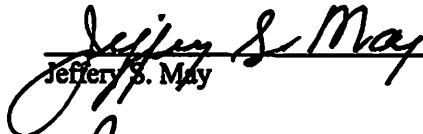
**ATTACHMENT TO PETITION TO CREATE A SPECIAL TAX DISTRICT FOR
AND IN STONE POND SUBDIVISION, OCONEE COUNTY, SOUTH CAROLINA**

SIGNATURE OF RESIDENT FREEHOLDER(S):

The undersigned resident freeholder(s) of real property having the Oconee County Tax Map No(s) set forth below (collectively, the "Property"), such Property having a total assessed value of \$ 11,725 , willfully execute(s) this Petition of their own free will, to request the Oconee County Council to establish the special tax district as described in the Petition of which this is a part, by the enactment of an ordinance for such purpose as permitted by Section 4-9-30(5)(a)(ii) of the 1976 South Carolina Code of Laws, as amended.

Oconee County TMS No(s): 291-01-02-031

Dated: 3/24, 2012



Jeffery S. May

Dated: 3/24, 2012



Diane T. May

Owner(s) Address: 503 IVY SPRING COURT
SENECA, SC 29678

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

**ATTACHMENT TO PETITION TO CREATE A SPECIAL TAX DISTRICT FOR
AND IN STONE POND SUBDIVISION, OCONEE COUNTY, SOUTH CAROLINA**

SIGNATURE OF RESIDENT FREEHOLDER(S):

The undersigned resident freeholder(s) of real property having the Oconee County Tax Map No(s) set forth below (collectively, the "Property"), such Property having a total assessed value of \$ 1,380 , willfully execute(s) this Petition of their own free will, to request the Oconee County Council to establish the special tax district as described in the Petition of which this is a part, by the enactment of an ordinance for such purpose as permitted by Section 4-9-30(5)(a)(ii) of the 1976 South Carolina Code of Laws, as amended.

Oconee County TMS No(s): 291-01-02-045

Dated: 4-20-12, 2012 Glen Strickland
Glen Strickland

Dated: 4-20-12, 2012 Glen Strickland

Owner(s) Address: 2740 SPRING DR
CUMMING, GA 30041

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

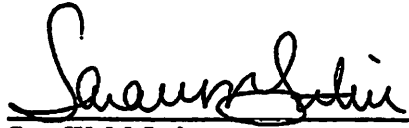
**ATTACHMENT TO PETITION TO CREATE A SPECIAL TAX DISTRICT FOR
AND IN STONE POND SUBDIVISION, OCONEE COUNTY, SOUTH CAROLINA**

SIGNATURE OF RESIDENT FREEHOLDER(S):

The undersigned resident freeholder(s) of real property having the Oconee County Tax Map No(s) set forth below (collectively, the "Property"), such Property having a total assessed value of \$ 8,582 , willfully execute(s) this Petition of their own free will, to request the Oconee County Council to establish the special tax district as described in the Petition of which this is a part, by the enactment of an ordinance for such purpose as permitted by Section 4-9-30(5)(a)(ii) of the 1976 South Carolina Code of Laws, as amended.

Oconee County TMS No(s): 291-01-01-009

Dated: 3/25, 2012



Sara W. McIntire

Dated: _____, 2012 _____

**Owner(s) Address: 245 STONE POND WAY
SENECA, SC 29678**

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

**ATTACHMENT TO PETITION TO CREATE A SPECIAL TAX DISTRICT FOR
AND IN STONE POND SUBDIVISION, OCONEE COUNTY, SOUTH CAROLINA**

SIGNATURE OF RESIDENT FREEHOLDER(S):

The undersigned resident freeholder(s) of real property having the Oconee County Tax Map No(s) set forth below (collectively, the "Property"), such Property having a total assessed value of \$ 10,614 , willfully execute(s) this Petition of their own free will, to request the Oconee County Council to establish the special tax district as described in the Petition of which this is a part, by the enactment of an ordinance for such purpose as permitted by Section 4-9-30(5)(a)(ii) of the 1976 South Carolina Code of Laws, as amended.

Oconee County TMS No(s): 291-01-01-019

Dated: 15 Mar, 2012

Michael R Mendonca
Michael R. Mendonca

Dated: 15 Mar, 2012

Teresa L Mendonca
Teresa L. Mendonca

Owner(s) Address: 265 STONEPOND WAY
SENECA, SC 29678

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE


**ATTACHMENT TO PETITION TO CREATE A SPECIAL TAX DISTRICT FOR
AND IN STONE POND SUBDIVISION, OCONEE COUNTY, SOUTH CAROLINA**

SIGNATURE OF RESIDENT FREEHOLDER(S):

The undersigned resident freeholder(s) of real property having the Oconee County Tax Map No(s) set forth below (collectively, the "Property"), such Property having a total assessed value of \$ 7,585 , willfully execute(s) this Petition of their own free will, to request the Oconee County Council to establish the special tax district as described in the Petition of which this is a part, by the enactment of an ordinance for such purpose as permitted by Section 4-9-30(5)(a)(ii) of the 1976 South Carolina Code of Laws, as amended.

Oconee County TMS No(s): 291-01-02-007

Dated: April 15th, 2012



Jeffrey L. Moore

Dated: _____, 2012 _____

**Owner(s) Address: 246 STONE POND WAY
SENECA, SC 29678**

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE


**ATTACHMENT TO PETITION TO CREATE A SPECIAL TAX DISTRICT FOR
AND IN STONE POND SUBDIVISION, OCONEE COUNTY, SOUTH CAROLINA**

SIGNATURE OF RESIDENT FREEHOLDER(S):

The undersigned resident freeholder(s) of real property having the Oconee County Tax Map No(s) set forth below (collectively, the "Property"), such Property having a total assessed value of \$ 10,140 , willfully execute(s) this Petition of their own free will, to request the Oconee County Council to establish the special tax district as described in the Petition of which this is a part, by the enactment of an ordinance for such purpose as permitted by Section 4-9-30(5)(a)(ii) of the 1976 South Carolina Code of Laws, as amended.

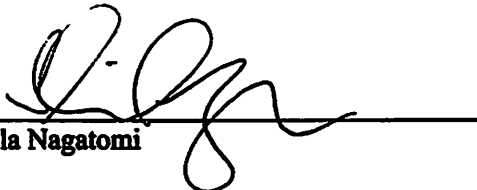
Oconee County TMS No(s): 291-01-01-008

Dated: 3/21/12, 2012



Jiro Nagatomi

Dated: 3/21/2012, 2012



Sheila Nagatomi

**Owner(s) Address: 243 STONE POND WAY
SENECA, SC 29678**

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

**ATTACHMENT TO PETITION TO CREATE A SPECIAL TAX DISTRICT FOR
AND IN STONE POND SUBDIVISION, OCONEE COUNTY, SOUTH CAROLINA**

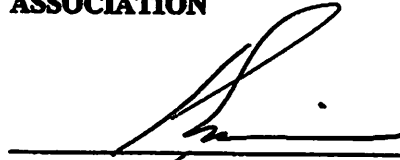
SIGNATURE OF RESIDENT FREEHOLDER:

The undersigned resident freeholder of real property having the Oconee County Tax Map No(s) set forth below (collectively, the "Property"), such Property having a total assessed value of \$ 8,545, willfully executes this Petition of their own free will, to request the Oconee County Council to establish the special tax district as described in the Petition of which this is a part, by the enactment of an ordinance for such purpose as permitted by Section 4-9-30(5)(a)(ii) of the 1976 South Carolina Code of Laws, as amended.

Oconee County TMS No(s): 291-01-01-005

**OCONEE FEDERAL SAVINGS & LOAN
ASSOCIATION**

Dated: 29 March, 2012



By: Ken Miller
(Print Name)

Its: Vice President
(Print Title)

Owner(s) Address: PO BOX 1039
SENECA, SC 29679

TANNETT

Signature Page of Resident Freeholder, Oconee County, South Carolina
Petition to Create a Special Tax District For and In Stone Pond Subdivision

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

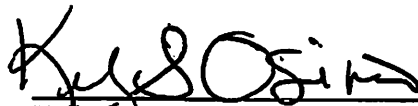
**ATTACHMENT TO PETITION TO CREATE A SPECIAL TAX DISTRICT FOR
AND IN STONE POND SUBDIVISION, OCONEE COUNTY, SOUTH CAROLINA**

SIGNATURE OF RESIDENT FREEHOLDER(S):

The undersigned resident freeholder(s) of real property having the Oconee County Tax Map No(s) set forth below (collectively, the "Property"), such Property having a total assessed value of \$ 12,167 , willfully execute(s) this Petition of their own free will, to request the Oconee County Council to establish the special tax district as described in the Petition of which this is a part, by the enactment of an ordinance for such purpose as permitted by Section 4-9-30(5)(a)(ii) of the 1976 South Carolina Code of Laws, as amended.

Oconee County TMS No(s): 291-01-03-008

Dated: March 19, 2012



Kelly Sue Osimo

Dated: _____, 2012 _____

Owner(s) Address: 113 WINTERBROOK CIR
SENECA, SC 29678

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

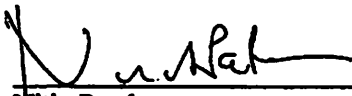
**ATTACHMENT TO PETITION TO CREATE A SPECIAL TAX DISTRICT FOR
AND IN STONE POND SUBDIVISION, OCONEE COUNTY, SOUTH CAROLINA**

SIGNATURE OF RESIDENT FREEHOLDER(S):

The undersigned resident freeholder(s) of real property having the Oconee County Tax Map No(s) set forth below (collectively, the "Property"), such Property having a total assessed value of \$ 2,143 , willfully execute(s) this Petition of their own free will, to request the Oconee County Council to establish the special tax district as described in the Petition of which this is a part, by the enactment of an ordinance for such purpose as permitted by Section 4-9-30(5)(a)(ii) of the 1976 South Carolina Code of Laws, as amended.

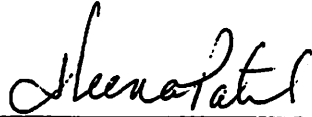
Oconee County TMS No(s): 291-01-04-015

Dated: 4/8/12, 2012



Nitin Patel

Dated: 4-8-12, 2012



Heena Patel

**Owner(s) Address: 228 DEVONHURST DR
SENECA, SC 29678**

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

**ATTACHMENT TO PETITION TO CREATE A SPECIAL TAX DISTRICT FOR
AND IN STONE POND SUBDIVISION, OCONEE COUNTY, SOUTH CAROLINA**

SIGNATURE OF RESIDENT FREEHOLDER(S):

The undersigned resident freeholder(s) of real property having the Oconee County Tax Map No(s) set forth below (collectively, the "Property"), such Property having a total assessed value of \$ 11,309 , willfully execute(s) this Petition of their own free will, to request the Oconee County Council to establish the special tax district as described in the Petition of which this is a part, by the enactment of an ordinance for such purpose as permitted by Section 4-9-30(5)(a)(ii) of the 1976 South Carolina Code of Laws, as amended.


Oconee County TMS No(s): 291-01-02-019

Dated: March 31, 2012



John Michael Pierce

Dated: March 31, 2012



Pamela E. Pierce

**Owner(s) Address: 604 LAUREL HAVEN CT
SENECA, SC 29678**

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

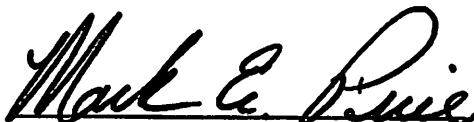
**ATTACHMENT TO PETITION TO CREATE A SPECIAL TAX DISTRICT FOR
AND IN STONE POND SUBDIVISION, OCONEE COUNTY, SOUTH CAROLINA**

SIGNATURE OF RESIDENT FREEHOLDER(S):

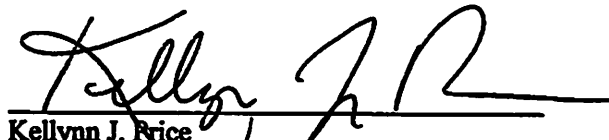
The undersigned resident freeholder(s) of real property having the Oconee County Tax Map No(s) set forth below (collectively, the "Property"), such Property having a total assessed value of \$ 8,798 , willfully execute(s) this Petition of their own free will, to request the ~~Oconee~~ Oconee County Council to establish the special tax district as described in the Petition of which this is a part, by the enactment of an ordinance for such purpose as permitted by Section 4-9-30(5)(a)(ii) of the 1976 South Carolina Code of Laws, as amended.

Oconee County TMS No(s): 291-01-02-010

Dated: 4-02-, 2012


Mark E. Price

Dated: 4-02-, 2012


Kellynn J. Price

Owner(s) Address: 254 STONE POND WAY
SENECA, SC 29678

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

**ATTACHMENT TO PETITION TO CREATE A SPECIAL TAX DISTRICT FOR
AND IN STONE POND SUBDIVISION, OCONEE COUNTY, SOUTH CAROLINA**

SIGNATURE OF RESIDENT FREEHOLDER(S):

The undersigned resident freeholder(s) of real property having the Oconee County Tax Map No(s) set forth below (collectively, the "Property"), such Property having a total assessed value of \$ 8,801 , willfully execute(s) this Petition of their own free will, to request the Oconee County Council to establish the special tax district as described in the Petition of which this is a part, by the enactment of an ordinance for such purpose as permitted by Section 4-9-30(5)(a)(ii) of the 1976 South Carolina Code of Laws, as amended.

Oconee County TMS No(s): 291-01-01-006

Dated: 4/10, 2012



Harvey W. Putnam

Dated: April 10, 2012



Denise H. Putnam

Owner(s) Address: 239 STONE POND WAY
SENECA, SC 29678

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

**ATTACHMENT TO PETITION TO CREATE A SPECIAL TAX DISTRICT FOR
AND IN STONE POND SUBDIVISION, OCONEE COUNTY, SOUTH CAROLINA**

SIGNATURE OF RESIDENT FREEHOLDER(S):

The undersigned resident freeholder(s) of real property having the Oconee County Tax Map No(s) set forth below (collectively, the "Property"), such Property having a total assessed value of \$ 15,069 , willfully execute(s) this Petition of their own free will, to request the Oconee County Council to establish the special tax district as described in the Petition of which this is a part, by the enactment of an ordinance for such purpose as permitted by Section 4-9-30(5)(a)(ii) of the 1976 South Carolina Code of Laws, as amended.

Oconee County TMS No(s): 291-01-02-028

Dated: 4/1, 2012



Reel Properties Group Corporation

Dated: _____, 2012

Owner(s) Address: 509 IVY SPRING CT
SENECA, SC 29678

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

**ATTACHMENT TO PETITION TO CREATE A SPECIAL TAX DISTRICT FOR
AND IN STONE POND SUBDIVISION, OCONEE COUNTY, SOUTH CAROLINA**

SIGNATURE OF RESIDENT FREEHOLDER(S):

The undersigned resident freeholder(s) of real property having the Oconee County Tax Map No(s) set forth below (collectively, the "Property"), such Property having a total assessed value of \$ 9,501 , willfully execute(s) this Petition of their own free will, to request the Oconee County Council to establish the special tax district as described in the Petition of which this is a part, by the enactment of an ordinance for such purpose as permitted by Section 4-9-30(5)(a)(ii) of the 1976 South Carolina Code of Laws, as amended.


Oconee County TMS No(s): 291-01-02-014

Dated: 02-18, 2012



Geary L. Robinson

Dated: 2/18, 2012



Karen E. Robinson

**Owner(s) Address: 403 AUTUMN TRACE LN
SENECA, SC 29678**

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

**ATTACHMENT TO PETITION TO CREATE A SPECIAL TAX DISTRICT FOR
AND IN STONE POND SUBDIVISION, OCONEE COUNTY, SOUTH CAROLINA**

SIGNATURE OF RESIDENT FREEHOLDER(S):

The undersigned resident freeholder(s) of real property having the Oconee County Tax Map No(s) set forth below (collectively, the "Property"), such Property having a total assessed value of \$ 10,545 , willfully execute(s) this Petition of their own free will, to request the Oconee County Council to establish the special tax district as described in the Petition of which this is a part, by the enactment of an ordinance for such purpose as permitted by Section 4-9-30(5)(a)(ii) of the 1976 South Carolina Code of Laws, as amended.

Oconee County TMS No(s): 291-01-01-012

Dated: 3/28/, 2012

John Michael Rohletter
John M. Rohletter

Dated: _____, 2012 _____

Owner(s) Address: PO BOX 684
WESTMINSTER, SC 29693

251 STONE POND WAY
Signature Page of Resident Freeholder, Oconee County, South Carolina
Petition to Create a Special Tax District For and In Stone Pond Subdivision

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE


**ATTACHMENT TO PETITION TO CREATE A SPECIAL TAX DISTRICT FOR
AND IN STONE POND SUBDIVISION, OCONEE COUNTY, SOUTH CAROLINA**

SIGNATURE OF RESIDENT FREEHOLDER(S):

The undersigned resident freeholder(s) of real property having the Oconee County Tax Map No(s) set forth below (collectively, the "Property"), such Property having a total assessed value of \$ 9,150 , willfully execute(s) this Petition of their own free will, to request the Oconee County Council to establish the special tax district as described in the Petition of which this is a part, by the enactment of an ordinance for such purpose as permitted by Section 4-9-30(5)(a)(ii) of the 1976 South Carolina Code of Laws, as amended.

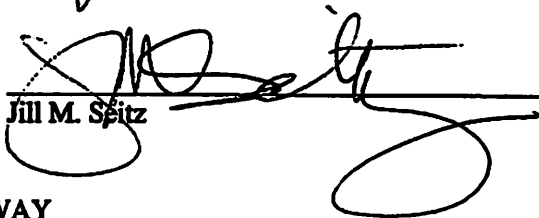
Oconee County TMS No(s): 291-01-01-011

Dated: 4/4/12, 2012



Gregory T. Seitz

Dated: 4/4/12, 2012



Jill M. Seitz

Owner(s) Address: 249 STONE POND WAY
SENECA, SC 29678

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

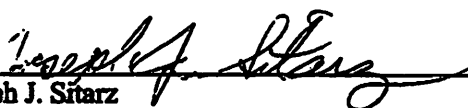
**ATTACHMENT TO PETITION TO CREATE A SPECIAL TAX DISTRICT FOR
AND IN STONE POND SUBDIVISION, OCONEE COUNTY, SOUTH CAROLINA**

SIGNATURE OF RESIDENT FREEHOLDER(S):

The undersigned resident freeholder(s) of real property having the Oconee County Tax Map No(s) set forth below (collectively, the "Property"), such Property having a total assessed value of \$ 10,806 , willfully execute(s) this Petition of their own free will, to request the Oconee County Council to establish the special tax district as described in the Petition of which this is a part, by the enactment of an ordinance for such purpose as permitted by Section 4-9-30(5)(a)(ii) of the 1976 South Carolina Code of Laws, as amended.

Oconee County TMS No(s): 291-01-02-009

Dated: 3-15, 2012



Joseph J. Sitarz

Dated: 3-15, 2012



Linda K. Sitarz

Owner(s) Address: 252 STONE POND WAY
SENECA, SC 29678

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE


**ATTACHMENT TO PETITION TO CREATE A SPECIAL TAX DISTRICT FOR
AND IN STONE POND SUBDIVISION, OCONEE COUNTY, SOUTH CAROLINA**

SIGNATURE OF RESIDENT FREEHOLDER(S):

The undersigned resident freeholder(s) of real property having the Oconee County Tax Map No(s) set forth below (collectively, the "Property"), such Property having a total assessed value of \$ 8,550 , willfully execute(s) this Petition of their own free will, to request the Oconee County Council to establish the special tax district as described in the Petition of which this is a part, by the enactment of an ordinance for such purpose as permitted by Section 4-9-30(5)(a)(ii) of the 1976 South Carolina Code of Laws, as amended.

Oconee County TMS No(s): 291-01-04-013

Dated: 28 MAR, 2012



Chad L. Smith

Dated: _____, 2012 _____

**Owner(s) Address: 220 DEVONHURST DR
SENECA, SC 29678**

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

**ATTACHMENT TO PETITION TO CREATE A SPECIAL TAX DISTRICT FOR
AND IN STONE POND SUBDIVISION, OCONEE COUNTY, SOUTH CAROLINA**

SIGNATURE OF RESIDENT FREEHOLDER(S):

The undersigned resident freeholder(s) of real property having the Oconee County Tax Map No(s) set forth below (collectively, the "Property"), such Property having a total assessed value of \$ 8,509 , willfully execute(s) this Petition of their own free will, to request the Oconee County Council to establish the special tax district as described in the Petition of which this is a part, by the enactment of an ordinance for such purpose as permitted by Section 4-9-30(5)(a)(ii) of the 1976 South Carolina Code of Laws, as amended.

Oconee County TMS No(s): 291-01-02-017

Dated: MARCH 15, 2012 William L. Stanphill
William L. Stanphill

Dated: MARCH 15, 2012 Patricia D. Stanphill
Patricia D. Stanphill

Owner(s) Address: 402 AUTUMN TRACE LANE
SENECA, SC 29678

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

**ATTACHMENT TO PETITION TO CREATE A SPECIAL TAX DISTRICT FOR
AND IN STONE POND SUBDIVISION, OCONEE COUNTY, SOUTH CAROLINA**

SIGNATURE OF RESIDENT FREEHOLDER(S):

The undersigned resident freeholder(s) of real property having the Oconee County Tax Map No(s) set forth below (collectively, the "Property"), such Property having a total assessed value of \$ 2,793 , willfully execute(s) this Petition of their own free will, to request the Oconee County Council to establish the special tax district as described in the Petition of which this is a part, by the enactment of an ordinance for such purpose as permitted by Section 4-9-30(5)(a)(ii) of the 1976 South Carolina Code of Laws, as amended.

Oconee County TMS No(s): 291-01-04-007

Dated: March 15, 2012

George B. Stephens, Jr.
George B. Stephens, Jr.

Dated: March 15, 2012

Elizabeth M. Stephens
Elizabeth Stephens

Owner(s) Address: 108 WINTERBROOK CR
SENECA, SC 29678

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

**ATTACHMENT TO PETITION TO CREATE A SPECIAL TAX DISTRICT FOR
AND IN STONE POND SUBDIVISION, OCONEE COUNTY, SOUTH CAROLINA**

SIGNATURE OF RESIDENT FREEHOLDER(S):

The undersigned resident freeholder(s) of real property having the Oconee County Tax Map No(s) set forth below (collectively, the "Property"), such Property having a total assessed value of \$ 8,744 , willfully execute(s) this Petition of their own free will, to request the Oconee County Council to establish the special tax district as described in the Petition of which this is a part, by the enactment of an ordinance for such purpose as permitted by Section 4-9-30(5)(a)(ii) of the 1976 South Carolina Code of Laws, as amended.

Oconee County TMS No(s): 291-01-02-048

Dated: 3/15/12, 2012



Matthew R. Sutton

Dated: _____, 2012

Owner(s) Address: 710 SAGEWOOD LN
SENECA, SC 29678

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

**ATTACHMENT TO PETITION TO CREATE A SPECIAL TAX DISTRICT FOR
AND IN STONE POND SUBDIVISION, OCONEE COUNTY, SOUTH CAROLINA**

SIGNATURE OF RESIDENT FREEHOLDER(S):

The undersigned resident freeholder(s) of real property having the Oconee County Tax Map No(s) set forth below (collectively, the "Property"), such Property having a total assessed value of \$ 8,439 , willfully execute(s) this Petition of their own free will, to request the Oconee County Council to establish the special tax district as described in the Petition of which this is a part, by the enactment of an ordinance for such purpose as permitted by Section 4-9-30(5)(a)(ii) of the 1976 South Carolina Code of Laws, as amended.

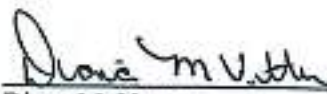
Oconee County TMS No(s): 291-01-03-001

Dated: 4/24, 2012



James R. Vetter

Dated: 4/24, 2012



Diana M. Vetter

Owner(s) Address: 101 WINTERBROOK CIR
SENECA, SC 29678

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE


**ATTACHMENT TO PETITION TO CREATE A SPECIAL TAX DISTRICT FOR
AND IN STONE POND SUBDIVISION, OCONEE COUNTY, SOUTH CAROLINA**

SIGNATURE OF RESIDENT FREEHOLDER(S):

The undersigned resident freeholder(s) of real property having the Oconee County Tax Map No(s) set forth below (collectively, the "Property"), such Property having a total assessed value of \$ 8,422 , willfully execute(s) this Petition of their own free will, to request the Oconee County Council to establish the special tax district as described in the Petition of which this is a part, by the enactment of an ordinance for such purpose as permitted by Section 4-9-30(5)(a)(ii) of the 1976 South Carolina Code of Laws, as amended.

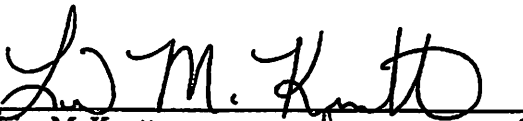
Oconee County TMS No(s): 291-01-02-047

Dated: 4/2/12, 2012



Todd W. Walker

Dated: 4/2/12, 2012



Lisa M. Knott
aka Lisa Walker

**Owner(s) Address: 708 SAGEWOOD LANE
SENECA, SC 29678**

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

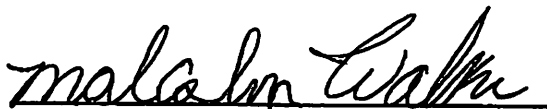
**ATTACHMENT TO PETITION TO CREATE A SPECIAL TAX DISTRICT FOR
AND IN STONE POND SUBDIVISION, OCONEE COUNTY, SOUTH CAROLINA**

SIGNATURE OF RESIDENT FREEHOLDER(S):


The undersigned resident freeholder(s) of real property having the Oconee County Tax Map No(s) set forth below (collectively, the "Property"), such Property having a total assessed value of \$ 7,511 , willfully execute(s) this Petition of their own free will, to request the Oconee County Council to establish the special tax district as described in the Petition of which this is a part, by the enactment of an ordinance for such purpose as permitted by Section 4-9-30(5)(a)(ii) of the 1976 South Carolina Code of Laws, as amended.

Oconee County TMS No(s): 291-01-04-006

Dated: 3/23, 2012


Malcolm Walker

Dated: 3/23, 2012


Leah Walker

**Owner(s) Address: 301 SUMMER WALK COURT
SENECA, SC 29678**

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

**ATTACHMENT TO PETITION TO CREATE A SPECIAL TAX DISTRICT FOR
AND IN STONE POND SUBDIVISION, OCONEE COUNTY, SOUTH CAROLINA**

SIGNATURE OF RESIDENT FREEHOLDER(S):

The undersigned resident freeholder(s) of real property having the Oconee County Tax Map No(s) set forth below (collectively, the "Property"), such Property having a total assessed value of \$ 8,074 , willfully execute(s) this Petition of their own free will, to request the Oconee County Council to establish the special tax district as described in the Petition of which this is a part, by the enactment of an ordinance for such purpose as permitted by Section 4-9-30(5)(a)(ii) of the 1976 South Carolina Code of Laws, as amended.

Oconee County TMS No(s): 291-01-02-018

Dated: Mar 16, 2012

Jeffrey B. Whisnant
Jeffrey B. Whisnant

Dated: March 16, 2012

Lisa G. Whisnant
Lisa G. Whisnant

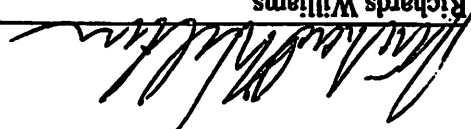
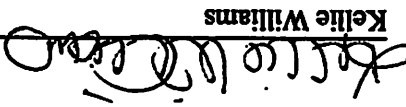
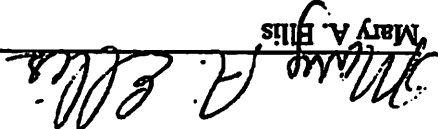
**Owner(s) Address: 606 LAUREL HAVEN CT
SENECA, SC 29678**

**ATTACHMENT TO PETITION TO CREATE A SPECIAL TAX DISTRICT FOR
AND IN STONE POND SUBDIVISION, OCONEE COUNTY, SOUTH CAROLINA**

SIGNATURE OF RESIDENT FREEHOLDER(S):

The undersigned resident freeholder(s) of real property having the Oconee County Tax Map No(s) set forth below (collectively, the "Property"), such Property having a total assessed value of \$ 11,111, will fully execute(s) this Petition of their own free will, to request the Oconee County Council to establish the special tax district as described in the Petition of which this is a part, by the enactment of an ordinance for such purpose as permitted by Section 4-9-30(5)(a)(ii) of the 1976 South Carolina Code of Laws, as amended.

Oconee County TMS No(s): 291-01-02-015

Dated: 3/25/12, 2012	 Richards Williams
Dated: 3/25/12, 2012	 Kellie Williams
Dated: 3/20/12, 2012	 Mary A. Ellis

Owner(s) Address: 515 IVY SPRING CT
SENECA, SC 29678

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE


**ATTACHMENT TO PETITION TO CREATE A SPECIAL TAX DISTRICT FOR
AND IN STONE POND SUBDIVISION, OCONEE COUNTY, SOUTH CAROLINA**

SIGNATURE OF RESIDENT FREEHOLDER(S):

The undersigned resident freeholder(s) of real property having the Oconee County Tax Map No(s) set forth below (collectively, the "Property"), such Property having a total assessed value of \$ 9,639 , willfully execute(s) this Petition of their own free will, to request the Oconee County Council to establish the special tax district as described in the Petition of which this is a part, by the enactment of an ordinance for such purpose as permitted by Section 4-9-30(5)(a) of the 1976 South Carolina Code of Laws, as amended.


Oconee County TMS No(s): 291-01-02-024

Dated: 4/10/12, 2012



Bradley J. Whitman

Dated: 4/10, 2012



Amy M. Whitman

**Owner(s) Address: 601 LAUREL HAVEN CT
SENECA, SC 29678**

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

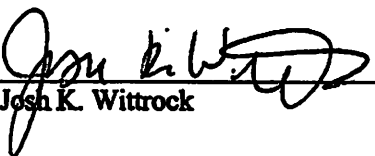
**ATTACHMENT TO PETITION TO CREATE A SPECIAL TAX DISTRICT FOR
AND IN STONE POND SUBDIVISION, OCONEE COUNTY, SOUTH CAROLINA**

SIGNATURE OF RESIDENT FREEHOLDER(S):

The undersigned resident freeholder(s) of real property having the Oconee County Tax Map No(s) set forth below (collectively, the "Property"), such Property having a total assessed value of \$ 10,727 , willfully execute(s) this Petition of their own free will, to request the Oconee County Council to establish the special tax district as described in the Petition of which this is a part, by the enactment of an ordinance for such purpose as permitted by Section 4-9-30(5)(a)(i) of the 1976 South Carolina Code of Laws, as amended.

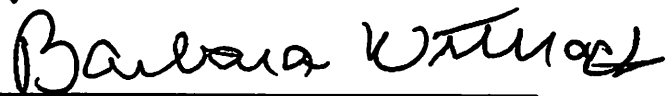
Oconee County TMS No(s): 291-01-02-011

Dated: 4/2 _____, 2012



Josh K. Wittrock

Dated: 4/2 _____, 2012



Barbara S. Wittrock

Owner(s) Address: 700 SAGEWOOD LANE
SENECA, SC 29678

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

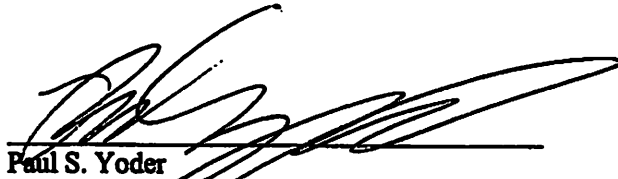
**ATTACHMENT TO PETITION TO CREATE A SPECIAL TAX DISTRICT FOR
AND IN STONE POND SUBDIVISION, OCONEE COUNTY, SOUTH CAROLINA**

SIGNATURE OF RESIDENT FREEHOLDER(S):

The undersigned resident freeholder(s) of real property having the Oconee County Tax Map No(s) set forth below (collectively, the "Property"), such Property having a total assessed value of \$ 9,999 , willfully execute(s) this Petition of their own free will, to request the Oconee County Council to establish the special tax district as described in the Petition of which this is a part, by the enactment of an ordinance for such purpose as permitted by Section 4-9-30(5)(a)(ii) of the 1976 South Carolina Code of Laws, as amended.

Oconee County TMS No(s): 291-01-02-049

Dated: 3-21-12, 2012



Paul S. Yoder

Dated: 3-21-12, 2012



Melissa A. Yoder

**Owner(s) Address: 712 SAGEWOOD LN
SENECA, SC 29678**

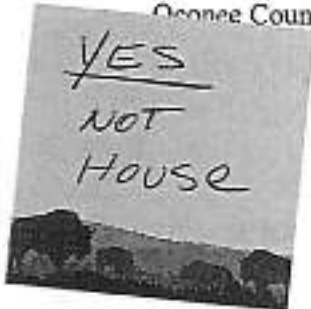
STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

**ATTACHMENT TO PETITION TO CREATE A SPECIAL TAX DISTRICT FOR
AND IN STONE POND SUBDIVISION, OCONEE COUNTY, SOUTH CAROLINA**

SIGNATURE OF RESIDENT FREEHOLDER:

The undersigned resident freeholder of real property having the Oconee County Tax Map No(s) set forth below (collectively, the "Property"), such Property having a total assessed value of \$ 20 , willfully executes this Petition of their own free will, to request the Oconee County Council to establish the special tax district as described in the Petition of which this is a part, by the enactment of an ordinance for such purpose as permitted by Section 4-9-30(5)(a)(ii) of the 1976 South Carolina Code of Laws, as amended.

Oconee County TMS No(s): 291-01-02-012



Dated: March 16, 2012

FRIENDS OF STONE POND INC.

William L. Stimpert

By: William L. Stimpert
(Print Name)

Its: President FOSP
(Print Title)

Owner(s) Address: 402 AUTUMN TRACE LN
SENECA, SC 29678

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

**ATTACHMENT TO PETITION TO CREATE A SPECIAL TAX DISTRICT FOR
AND IN STONE POND SUBDIVISION, OCONEE COUNTY, SOUTH CAROLINA**

SIGNATURE OF RESIDENT FREEHOLDER:

The undersigned resident freeholder of real property having the Oconee County Tax Map No(s) set forth below (collectively, the "Property"), such Property having a total assessed value of \$ 270 , willfully executes this Petition of their own free will, to request the Oconee County Council to establish the special tax district as described in the Petition of which this is a part, by the enactment of an ordinance for such purpose as permitted by Section 4-9-30(5)(a)(ii) of the 1976 South Carolina Code of Laws, as amended.

Oconee County TMS No(s): 291-00-02-046

**STONE POND ROAD OWNER'S
ASSOCIATION INC.**

Dated: March 16, 2012

By: William E. Stapf
(Print Name)

Its: President SPRA
(Print Title)

**Owner(s) Address: 402 AUTUMN TRACE
SENECA, SC 29678**

mail Box # 402
Autumn Trace Lane

we vote No. DRM
DLM



LAND
NO
3

HOUSE
NO
1

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

**ATTACHMENT TO PETITION TO CREATE A SPECIAL TAX DISTRICT FOR
AND IN STONE POND SUBDIVISION, OCONEE COUNTY, SOUTH CAROLINA**

SIGNATURE OF RESIDENT FREEHOLDER(S):

The undersigned resident freeholder(s) of real property having the Oconee County Tax Map No(s) set forth below (collectively, the "Property"), such Property having a total assessed value of \$ 12,530 , willfully execute(s) this Petition of their own free will, to request the Oconee County Council to establish the special tax district as described in the Petition of which this is a part, by the enactment of an ordinance for such purpose as permitted by Section 4-9-30(5)(a)(ii) of the 1976 South Carolina Code of Laws, as amended.

Oconee County TMS No(s): 291-01-01-015
291-01-01-016
291-01-01-017

Dated: _____, 2012

Duncan Robert McIntyre

Dated: _____, 2012

Deborah Lynn McIntyre

Owner(s) Address: 259 STONE POND WAY
SENECA, SC 29678

JMC

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

**ATTACHMENT TO PETITION TO CREATE A SPECIAL TAX DISTRICT FOR
AND IN STONE POND SUBDIVISION, OCONEE COUNTY, SOUTH CAROLINA**

SIGNATURE OF RESIDENT FREEHOLDER:

The undersigned resident freeholder of real property having the Oconee County Tax Map No(s) set forth below (collectively, the "Property"), such Property having a total assessed value of \$ 14,900 , willfully executes this Petition of their own free will, to request the Oconee County Council to establish the special tax district as described in the Petition of which this is a part, by the enactment of an ordinance for such purpose as permitted by Section 4-9-30(5)(a)(ii) of the 1976 South Carolina Code of Laws, as amended.

Oconee County TMS No(s):

291-01-01-001
291-01-01-002
291-01-01-003
291-01-02-058
291-01-02-059
291-01-02-060
291-01-02-061

291-01-03-004
291-01-03-005
291-01-03-007
291-01-03-010
291-01-03-011
291-01-03-006

CHRISTOFF CONSTRUCTION INC.

Dated: _____, 2012

By: _____
(Print Name)
Its: _____
(Print Title)

Owner(s) Address: PO BOX 697
SENI:CA, SC 29679

Handwritten initials or signature

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

**ATTACHMENT TO PETITION TO CREATE A SPECIAL TAX DISTRICT FOR
AND IN STONE POND SUBDIVISION, OCONEE COUNTY, SOUTH CAROLINA**

SIGNATURE OF RESIDENT FREEHOLDER(S):

The undersigned resident freeholder(s) of real property having the Oconee County Tax Map No(s) set forth below (collectively, the "Property"), such Property having a total assessed value of \$ 1,380 , willfully execute(s) this Petition of their own free will, to request the Oconee County Council to establish the special tax district as described in the Petition of which this is a part, by the enactment of an ordinance for such purpose as permitted by Section 4-9-30(5)(a)(ii) of the 1976 South Carolina Code of Laws, as amended.

Oconee County TMS No(s): 291-01-02-054

Dated: _____, 2012
Bernard J. Polaski, III

Dated: _____, 2012
Linda R. Polaski

Owner(s) Address: 34 KREMER AVE
EATONTOWN, NJ 07724

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

**ATTACHMENT TO PETITION TO CREATE A SPECIAL TAX DISTRICT FOR
AND IN STONE POND SUBDIVISION, OCONEE COUNTY, SOUTH CAROLINA**

SIGNATURE OF RESIDENT FREEHOLDER(S):

The undersigned resident freeholder(s) of real property having the Oconee County Tax Map No(s) set forth below (collectively, the "Property"), such Property having a total assessed value of \$ 1,357 , willfully execute(s) this Petition of their own free will, to request the Oconee County Council to establish the special tax district as described in the Petition of which this is a part, by the enactment of an ordinance for such purpose as permitted by Section 4-9-30(5)(a)(ii) of the 1976 South Carolina Code of Laws, as amended.

Oconee County TMS No(s): 291-01-03-002

Dated: _____, 2012

Joshua Yu

Dated: _____, 2012

**Owner(s) Address: 113 E NORTH 1ST ST
SENECA, SC 29678**

Exhibit B

Assessor's Certification

[see attached]

**OCONEE COUNTY,
SOUTH CAROLINA**

**Linda A. Shugart
Oconee County Assessor**

Oconee County
Administrative Offices
415 South Pine Street
Walhalla, SC 29691

Telephone: 864.638.4150
Facsimile: 864.638.4156

E-mail:
lshugart@oconeesc.com



TO: Scott Moulder, County Administrator
FROM: Linda A. Shugart, County Assessor
DATE: 05/08/2012
RE: Stone Pond Subdivision Special Tax District

I am the duly appointed Assessor for Oconee County, South Carolina and I have examined the records of real property on file in the county records pertaining to those real properties constituting the proposed Stone Pond Subdivision special tax district (the "STD"), as shown and described on the STD petition, which I have also examined. In examining those records, I have reviewed the County's records of names of all listed owners for each property encompassed by and within the STD, and reviewed the County's records of the current appraised value of each property encompassed by and within the STD, and I hereby certify that, to the best of my knowledge and upon due inquiry: at least 75% of the resident freeholders (as defined in Section 5-3-240 of the S.C. Code, 1976, as amended, and based on the owners of the real property on record in this office) who own at least 75% of the current assessed valuation of real property in the proposed STD (based on the assessment records in this office and the concurrent certification of the Oconee County Auditor). I have made no effort to verify the authenticity of those signatures. I am providing this certification with the specific knowledge that it will be used by Oconee County Council to determine whether or not to approve the petition and enact an ordinance creating the STD.

G:Seagate/stonepond

Exhibit C

Map of Special Tax District

[see attached]

Stone Pond Subdivision



0 100 200
Feet

15 Aug 2011

Note: All Stone Pond TMS numbers have a "281" prefix (e.g. 281-01-02-059). The prefix is not shown for clarity.



ES&F Imaging, Feb 2011

STATE OF SOUTH CAROLINA
OCONEE COUNTY
ORDINANCE 2012-29

AUTHORIZING THE ISSUANCE AND SALE OF GENERAL OBLIGATION BONDS, SERIES 2012, OF OCONEE COUNTY, SOUTH CAROLINA, IN THE PRINCIPAL AMOUNT OF NOT EXCEEDING \$1,600,000; FIXING THE FORM AND CERTAIN DETAILS OF THE BONDS; AUTHORIZING THE CHAIRMAN OF COUNTY COUNCIL TO DETERMINE CERTAIN MATTERS RELATING TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO.

Enacted: _____, 2012

BE IT ORDAINED BY THE COUNTY COUNCIL OF OCONEE COUNTY, SOUTH CAROLINA, AS FOLLOWS:

SECTION 1. Definitions. Unless the context shall clearly indicate some other meaning, the terms defined in this Section shall have, for all purposes of this Ordinance, the meanings hereinafter specified, with the definitions equally applicable to both the singular and plural forms and vice versa. The term:

“Beneficial Owner” shall mean any purchaser who acquires beneficial ownership interest in an Initial Bond held by the Depository. In determining any Beneficial Owner the County the Registrar and the Paying Agent may rely exclusively upon written representations made and information given to the County, the Registrar and the Paying Agent, as the case may be, by the Depository or its Participants with respect to any Bond held by the Depository or its Participants in which a beneficial ownership interest is claimed.

“Bondholders” or the term **“Holders”** or any similar term shall mean the registered owner or owners of any outstanding Bond or Bonds.

“Bonds” shall mean the General Obligation Bonds, Series 2012, or such other appropriate series designation, in the aggregate principal amount of not exceeding \$1,600,000 authorized to be issued pursuant to Section 3 hereof.

“Book-Entry Form” or **“Book-Entry System”** shall mean with respect to the Bonds, a form or system, as applicable, under which (i) the ownership of beneficial interests in the Bonds may be transferred only through a book-entry and (ii) physical Bond certificates in fully-registered form are registered only in the name of the Depository or its nominees as Holder, with the physical Bond certificates “immobilized” in the custody of the Depository. The book-entry maintained by the Depository is the record that identifies the owners of participatory interests in the Bonds, when subject to the Book-Entry System.

“Books of Registry” shall mean the registration books maintained by the Registrar in accordance with Section 9 hereof.

“Code” shall mean the Internal Revenue Code of 1986, as amended.

“Commission” shall mean the Anderson Oconee Alcohol and Drug Abuse Commission d/b/a Anderson-Oconee Behavioral Health Services.

“Constitution” shall mean the Constitution of the State of South Carolina, 1895, as amended.

“County Council” shall mean the County Council of Oconee County, South Carolina.

“County” shall mean Oconee County, South Carolina.

“County Bond Act” shall mean Title 4, Chapter 15, of the S.C. Code.

“Depository” shall mean any securities Depository that is a “clearing corporation” within the meaning of the New York Uniform Commercial Code and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, operating and maintaining, with its Participants or otherwise, a Book-Entry System to record ownership of beneficial interests in the Bonds, and

to effect transfers of the Bonds, in Book-Entry Form, and includes and means initially The Depository Trust Company (a limited purpose trust company), New York, New York.

“Government Obligations” shall mean any of the following: (1) cash; (2) United States Treasury Obligations – State and Local Government Series; (3) United States Treasury bills, notes, bonds or zero coupon treasury bonds all as traded on the open market; (4) direct obligations of the U.S. Treasury which have been stripped by the Treasury itself, including CATS TIGRS and similar securities; (5) obligations of any agencies or instrumentalities which are backed by the full faith and credit of the United States of America; (6) bonds or debentures issued by any Federal Home Loan Bank or consolidated bonds or debentures issued by the Federal Home Loan Bank Board; or (7) any legally permissible combination of any of the foregoing. Government Obligations must be redeemable only at the option of holder thereof.

“Initial Bonds” shall mean the Bonds initially issued in Book-Entry Form as provided in Section 6 hereof.

“Interest Payment Date” shall mean April 1 and October 1 of each year, or such other dates as determined by the Chairman of County Council.

“Lease Agreement” shall mean the lease agreement to be executed by and between the County and the Commission under which the Commission will lease the Project from the County.

“Letter of Representations” shall mean the Letter of Representations executed and delivered by the County to the Depository.

“Ordinance” shall mean this Ordinance.

“Participant” shall mean any bank, brokerage house or other financial institution for which, from time to time, the Depository effects book-entry transfers and pledges of securities deposited with the Depository.

“Paying Agent” shall mean a bank or trust company or the Oconee County Treasurer.

“Principal Payment Date” shall mean April 1 of each year, or such other date as determined by the Chairman of County Council.

“Project” shall mean the design, construction and equipping of the Commission’s facility to be located in the City of Seneca which will enhance and further the Commission’s mission of providing to the community drug and alcohol abuse prevention, intervention and treatment services in an efficient, competent, affordable, compassionate and fiscally responsible manner

“Record Date” shall have the meaning set forth in Section 10 hereof.

“Registrar” shall mean a bank or trust company or the Oconee County Treasurer.

“S.C. Code” shall mean the Code of Laws of South Carolina, 1976, as amended.

“State” shall mean the State of South Carolina.

SECTION 2. Findings and Determinations. The County Council hereby finds and determines:

(a) Pursuant to Section 4-9-10 of the S.C. Code, the County operates under the Council-Administrator form of government, and the County Council constitutes the governing body of the County.

(b) Article X, Section 14 of the Constitution provides that each county shall have the power to incur bonded indebtedness in such manner and upon such terms and conditions as the General Assembly shall prescribe by general law. Such debt must be incurred for a public purpose and a corporate purpose in an amount not exceeding eight percent (8%) of the assessed value of all taxable property of such county.

(c) Pursuant to the County Bond Act, the governing bodies of the several counties of the State may each issue general obligation bonds to defray the cost of any authorized purpose and for any amount not exceeding their applicable constitutional limit.

(d) The County Bond Act provides that as a condition precedent to the issuance of bonds an election be held and the result be favorable thereto. Title 11, Chapter 27 of the S.C. Code provides that if an election be prescribed by the provisions of the County Bond Act, but not be required by the provisions of Article X of the Constitution, then in every such instance, no election need be held (notwithstanding the requirement therefor) and the remaining provisions of the County Bond Act shall constitute a full and complete authorization to issue bonds in accordance with such remaining provisions.

(e) The assessed value of all the taxable property in the County established by the last completed assessment (June 30, 2011) thereof is \$514,602,648. Eight percent of such sum is \$41,168,211. As of the date hereof, the outstanding general obligation debt of the County subject to the limitations imposed by Article X, Section 14(7)(a) of the Constitution is \$19,080,000, representing the outstanding principal balances of the following general obligation bonds of the County:

(i) \$5,300,000 original principal amount General Obligation Refunding Bonds, Series 2010, dated September 2, 2010, currently outstanding in the principal amount of \$3,245,000; and

(ii) \$17,000,000 original principal amount General Obligation Bonds, Series 2011, dated June 16, 2011, currently outstanding in the principal amount of \$15,835,000.

Thus, the County may incur not exceeding \$22,080,211 of general obligation debt within its applicable debt limitation.

(f) The Commission is the alcohol and drug abuse authority established by ordinances of the county councils of Anderson and Oconee Counties, South Carolina (1983 Ordinance No. 110 and Ordinance No. 83-6, respectively), under 1973 S.C. Joint Acts and Resolutions No. 301. The Commission is the sole agency for the planning, prevention, and control of alcohol and drug abuse for Oconee County and exists under South Carolina Code Ann. §§ 61-12-20 *et seq.* (1976) as amended.

(g) The Commission has requested the County to assist in financing the costs of the design, construction and equipping of expanding of a facility (the "Project") in the County. Pursuant to the Lease Agreement the Commission will agree to pay a sufficient amount of rent annually in order to pay the principal of and interest on the Bonds.

(h) The proceeds derived from the sale of the Bonds shall be applied to defray the costs of the Project and to pay the costs of issuance of the Bonds. The Project is necessary and in the best interest of the County. The issuance of the Bonds authorized by this Ordinance for such purposes is necessary and such Bonds will be issued for a corporate purpose and a public purpose of the County.

(i) It is now in the best interest of the County for the County Council to provide for the issuance and sale of not exceeding \$1,600,000 aggregate principal amount general obligation bonds of the County to provide funds for the purposes set forth in Section 2(h) above.

SECTION 3. Authorization and Details of Bonds. Pursuant to the aforesaid provisions of the Constitution and laws of the State, there is hereby authorized to be issued, not exceeding \$1,600,000 aggregate principal amount of general obligation bonds of the County to obtain funds for the purposes set forth in Section 2(h) above, including any engineering, architectural, accounting, financial and legal fees relating thereto and other incidental costs of issuing the Bonds.

The Bonds shall be designated "\$1,600,000 [or principal amount issued] General Obligation Bonds, Series 2012, of Oconee County, South Carolina".

The Bonds shall be issued as fully registered Bonds; shall be dated as of the date of their delivery or the first or the fifteenth day of month in which the Bonds are priced or delivered to the initial purchaser(s) thereof or such other date as determined by the Chairman of County Council; shall be in the denomination of \$5,000 or any integral multiple thereof not exceeding the principal amount of the Bonds maturing in each year unless issued as a single Bond in the entire principal amount of the issue; shall bear interest (calculated on the basis of a 360-day year comprised of twelve 30-day months) from their date payable on the Interest Payment Dates, at such rate or rates per annum as may be determined by the Chairman of County Council at the time of the sale thereof; and shall mature serially in successive annual installments on April 1 (the "Principal Payment Date") of each the years and in the principal amounts as follows:

<u>Year</u>	<u>Principal Amount</u>	<u>Year</u>	<u>Principal Amount</u>
2014	\$80,000	2022	\$110,000
2015	85,000	2023	115,000
2016	85,000	2024	120,000
2017	90,000	2025	120,000
2018	90,000	2026	125,000
2019	105,000	2027	130,000
2020	105,000	2028	130,000
2021	110,000		

SECTION 4. Redemption Provisions. Unless otherwise proposed by a bidder and approved by the County, the Bonds maturing on or prior to April 1, 2022 shall not be subject to redemption prior to their stated maturities. The Bonds maturing on or after April 1, 2023, shall be subject to redemption at the option of the County on or after April 1, 2022, as a whole or in part at any time, in such order of their maturities as the County shall determine and by lot within a maturity, at a redemption price equal to 100% of the principal amount to be redeemed together with the interest accrued on such principal amount to the date fixed for redemption. Pursuant to Section 5 hereof, the Chairman of County Council may modify the redemption provisions set forth hereof.

If less than all the Bonds of any maturity are called for redemption, the Bonds of such maturity to be redeemed shall be selected by lot by the Registrar. In the event the Bonds or any portion thereof shall be called for redemption, notice of the redemption, describing the Bonds to be redeemed, specifying the redemption date and the redemption price payable on such redemption, shall be mailed by first-class mail, postage prepaid, to the registered owner thereof as shown on the registry books of the County kept by the Registrar not less than thirty (30) days and not more than sixty (60) days prior to the redemption date. If the Bonds or any portion thereof shall have been duly called for redemption and notice of the redemption mailed as aforesaid, and if on or before the date fixed for redemption, payment thereof shall be duly made or provided for, interest on the Bonds to be redeemed shall cease to accrue from and after the redemption date specified in such notice.

SECTION 5. Determination of Certain Matters Relating to the Bonds. The Chairman of County Council is hereby authorized and empowered to: (a) determine the original issue date of the Bonds; (b) determine whether any of the Bonds will be issued as term bonds and, if so, the principal amounts and maturity dates of the Bonds subject to mandatory sinking fund redemption; (c) determine the aggregate principal amounts of the Bonds; (d) revise the maturity schedule as set forth herein and in the Notice of Sale so long as the final maturity of the Bonds does not extend any longer than as set forth herein; (e) adjust the principal amounts of each maturity of the Bonds as prescribed in the Notice of Sale; (f) determine the date and time of sale of the Bonds; (g) modify the redemption provisions set forth in Section 4 hereof; (h) approve the Registrar and Paying Agent as provided in Section 8 hereof; (i) determine whether one or more of the respective Series of Bonds shall be issued on a federally tax-exempt basis; (j) determine the Interest Payment Dates, as well as the first Interest Payment Date and the Principal Payment Date, if different than as set forth herein; and (k) negotiate and execute all other contracts which may be necessary in connection with the issuance of the Bonds. The Council further authorizes and empowers the Chairman of County Council to award the sale of the Bonds to the lowest bidder therefor in accordance with the terms of the Notice of Sale for the Bonds. After the sale of the Bonds, the Chairman of County Council shall submit a written report to the County Council setting forth the results of the sale of the Bonds.

SECTION 6. Book-Entry Bonds. If requested by the initial purchaser of the Bonds, the Initial Bonds will be eligible securities for the purposes of the Book-Entry System of transfer maintained by the Depository, and transfers of beneficial ownership of the Initial Bonds shall be made only through the Depository and its participants in accordance with rules specified by the Depository. Such beneficial ownership must be of \$5,000 principal amount of Bonds of the same maturity or any integral multiple of \$5,000.

The Initial Bonds will be issued in fully-registered form, as a single Bond or one Bond for each of the maturities of the Bonds, in the name of Cede & Co., as the nominee of the Depository. When any principal of, premium, if any, or interest on the Initial Bonds becomes due, the County shall transmit or cause the Paying Agent to transmit to the Depository an amount equal to such installment of principal, premium, if any, and interest. Such payments will be made to Cede & Co. or other nominee of the Depository as long as it is owner of record on the applicable Record Date. Cede & Co. or other nominee of the Depository shall be considered to be the owner of the Initial Bonds so registered for all purposes of this Ordinance, including, without limitation, payments as aforesaid and receipt of notices. The Depository shall remit such payments to the Beneficial Owners of the Bonds or their nominees in accordance with its rules and regulations.

Notices of redemption of the Initial Bonds or any portion thereof shall be sent to the Depository in accordance with the provisions of this Ordinance.

The Depository is expected to maintain records of the positions of Participants in the Initial Bonds, and the Participants and persons acting through Participants are expected to maintain records of the Beneficial Owners in the Initial Bonds. The County, the Paying Agent and the Registrar make no assurances that the Depository and its Participants will act in accordance with such rules or expectations on a timely basis, and the County, the Paying Agent and the Registrar shall have no responsibility for any such maintenance of records or transfer of payments by the Depository to its Participants, or by the Participants or persons acting through Participants to the Beneficial Owners.

The County, the Paying Agent and the Registrar may treat the Depository (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for the purpose of payment of the principal of, premium, if any, or interest on the Bonds, giving any notice permitted or required to be given to Bondholders under this Ordinance, registering the transfer of Bonds, obtaining any consent or other action to be taken by Bondholders and for all other purposes whatsoever, and shall not be affected by any notice to the contrary. The County, the Paying Agent and the Registrar shall not have any responsibility or obligation to any Participant, any person claiming a beneficial ownership interest in the Bonds under or through the Depository or any Participant, or any other person which is not shown on the Books of Registry of the County maintained by the Registrar as being a Bondholder, with respect to: the accuracy of any records maintained by the Depository or any Participant or the maintenance of any records; the payment by the Depository or any Participant of any amount in respect of the principal of, premium, if any, or interest on the Bonds; the sending of any transaction statements; the delivery or timeliness of delivery by the Depository or any Participant of any notice which is permitted or required to be given to Bondholders thereunder; the selection of Bondholders to receive payments upon any partial redemption of the Bonds; or any consent given or other actions taken by the Depository as a Bondholder.

SECTION 7. Successor Depository. If (a) the Depository determines not to continue to act as Depository for the Bonds and gives reasonable notice to the Registrar and the County, or (b) the County has advised the Depository of the County's determination that the Depository is incapable of discharging its duties, then the County shall attempt to retain another qualified securities depository to replace the Depository. Upon receipt by the County or the Registrar of the Initial Bonds together with an assignment duly executed by the Depository, the County shall execute and deliver to the successor Depository, the Bonds of the same principal amount, interest rate and maturity. If the County is unable to retain a qualified successor to the Depository, or the County has determined that it is in its best interest not to continue the Book-Entry System of transfer or that interests of the Beneficial Owners of the Bonds might be adversely affected if the Book-Entry System of transfer is continued (the County undertakes no obligation to make any investigation to determine the occurrence of any events that would permit it to make any such determination), and has made provision to so notify Beneficial Owners of the Bonds by mailing an appropriate notice to the Depository, upon receipt by the County of the Initial Bonds together with an assignment duly executed by the Depository, the County shall execute, authenticate and deliver to the Depository Participants Bonds in fully-registered form, in substantially the form set forth in Section 12 of this Ordinance in the denomination of \$5,000 or any integral multiple thereof.

SECTION 8. Designation of Registrar and Paying Agent. Both the principal of and interest on the Bonds shall be payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts. Within twenty-four (24) hours after receipt of bids, the successful bidder, if any, for the Bonds may designate, subject to the approval of the Chairman of County Council, the Registrar and the Paying Agent for the Bonds. The Registrar and the Paying Agent, respectively, shall be a bank, trust company, depository or transfer agent located either within or without the State. In the event the successful bidder fails to designate the Registrar and the Paying Agent within twenty-four (24) hours after receipt of bids, or the Chairman of County Council does not approve the

Registrar and the Paying Agent designated by the successful bidder, the Registrar and the Paying Agent shall be designated by the Chairman of County Council. In the event the Bonds are issued as a single fully-registered bond, the Oconee County Treasurer may act as Paying Agent and Registrar for the Bonds as determined by the Chairman of County Council.

SECTION 9. Registration, Transfer and Exchange of Bonds. The County shall cause Books of Registry to be kept at the offices of the Registrar for the registration and transfer of the Bonds. Upon presentation at its office for such purpose the Registrar shall register or transfer, or cause to be registered or transferred, on such Books of Registry, the Bonds under such reasonable regulations as the Registrar may prescribe.

Each Bond shall be transferable only upon the Books of Registry of the County, which shall be kept for such purpose at the principal office of the Registrar, by the registered owner thereof in person or by his duly authorized attorney upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered owner or his duly authorized attorney. Upon the transfer of any such Bond the Registrar on behalf of the County shall issue in the name of the transferee a new fully registered Bond or Bonds, of the same aggregate principal amount, interest rate and maturity as the surrendered Bond. Any Bond surrendered in exchange for a new registered Bond pursuant to this Section shall be canceled by the Registrar.

The County, the Paying Agent and the Registrar may deem or treat the person in whose name any fully registered Bond shall be registered upon the Books of Registry as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of the principal of and interest on such Bond and for all other purposes and all such payments so made to any such registered owner or upon his order and shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the County nor the Paying Agent or the Registrar shall be affected by any notice to the contrary. In all cases in which the privilege of transferring Bonds is exercised, the County shall execute and the Registrar shall authenticate and deliver Bonds in accordance with the provisions of this Ordinance. Neither the County nor the Registrar shall be obliged to make any such transfer of Bonds during the fifteen (15) days preceding an Interest Payment Date on such Bonds.

SECTION 10. Record Date. The County hereby establishes a record date (the "Record Date") for the payment of interest or for the giving of notice of any proposed redemption of Bonds, and such Record Date shall be not more than fifteen (15) days preceding an Interest Payment Date on such Bond or in the case of any proposed redemption of Bonds, such Record Date shall be not more than fifteen (15) days prior to the mailing of notice of redemption of Bonds.

SECTION 11. Mutilation, Loss, Theft or Destruction of Bonds. In case any Bond shall at any time become mutilated in whole or in part, or be lost, stolen or destroyed, or be so defaced as to impair the value thereof to the owner, the County shall execute and the Registrar shall authenticate and deliver at the principal office of the Registrar, or send by registered mail to the owner thereof at his request, risk and expense a new Bond of the same series, interest rate and maturity and of like tenor and effect in exchange or substitution for and upon the surrender for cancellation of such defaced, mutilated or partly destroyed Bond, or in lieu of or in substitution for such lost, stolen or destroyed Bond. In any such event the applicant for the issuance of a substitute Bond shall furnish the County and the Registrar evidence or proof satisfactory to the County and the Registrar of the loss, destruction, mutilation, defacement or theft of the original Bond, and of the ownership thereof, and also such security and indemnity in an amount as may be required by the laws of the State of South Carolina or such greater amount as may be required by

the County and the Registrar. Any duplicate Bond issued under the provisions of this Section in exchange and substitution for any defaced, mutilated or partly destroyed Bond or in substitution for any allegedly lost, stolen or wholly destroyed Bond shall be entitled to the identical benefits under this Ordinance as was the original Bond in lieu of which such duplicate Bond is issued, and shall be entitled to equal and proportionate benefits with all the other Bonds of the same series issued hereunder.

All expenses necessary for the providing of any duplicate Bond shall be borne by the applicant therefor.

SECTION 12. Execution of Bonds. The Bonds shall be executed in the name of the County with the facsimile or manual signature of the Chairman of County Council attested by the facsimile or manual signature of the Clerk to the Council under a facsimile of the seal of the County impressed, imprinted or reproduced thereon; provided, however, the facsimile signatures appearing on the Bonds may be those of the officers who are in office on the date of enactment of this Ordinance. The execution of the Bonds in such fashion shall be valid and effectual, notwithstanding any subsequent change in such offices. The Bonds shall not be valid or become obligatory for any purpose unless there shall have been endorsed thereon a certificate of authentication. Each Bond shall bear a certificate of authentication manually executed by the Registrar in substantially the form set forth herein.

SECTION 13. Form of Bonds. The Bonds and the certificate of authentication shall be in substantially the following forms. In the event the Bonds will be held by a single Bondholder, the form of bond may be revised as a single fully registered Bond for each maturity or a single fully registered bond which sets forth all maturing principal amounts.

(FORM OF BOND)

UNITED STATES OF AMERICA
 STATE OF SOUTH CAROLINA
 OCONEE COUNTY
 GENERAL OBLIGATION BOND, SERIES 2012

No. R- __

<u>INTEREST</u> <u>RATE</u>	<u>MATURITY</u> <u>DATE</u>	<u>ORIGINAL</u> <u>ISSUE DATE</u>	<u>CUSIP</u>
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REGISTERED HOLDER:

PRINCIPAL AMOUNT: DOLLARS

KNOW ALL MEN BY THESE PRESENTS, that Oconee County, South Carolina (the "County"), is justly indebted and, for value received, hereby promises to pay to the Registered Holder named above, or registered assigns, the principal amount shown above on the maturity date shown above (unless this Bond shall be subject to prior redemption and shall have been duly called for previous redemption and the payment of the redemption price made or provided for), upon presentation and surrender of this Bond at the principal office of _____, as paying agent (the "Paying Agent"), in _____, State of _____, and to pay interest on such principal amount from the date hereof at the interest rate per annum shown above (calculated on the basis of a 360-day year comprised of twelve 30-

day months) until this Bond matures. Interest on this Bond is payable semiannually on April 1 and October 1 of each year commencing April 1, 2013, until this Bond matures or prior redemption, and shall be payable by check or draft mailed to the person in whose name this Bond is registered on the registration books of the County maintained by the registrar, presently _____, as registrar (the "Registrar"), in _____, _____, at the close of business on the fifteenth (15th) day of the calendar month preceding each semi-annual interest payment date. The principal of, redemption premium, if any, and interest on this Bond are payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts; provided, however, that interest on this fully registered Bond shall be paid by check or draft as set forth above.

This Bond shall not be entitled to any benefit under the Ordinance (hereafter defined), nor become valid or obligatory for any purpose, until the Certificate of Authentication hereon shall have been duly executed by the Registrar.

For the payment hereof, both principal and interest, as they respectively mature and for the creation of such sinking fund as may be necessary therefor, the full faith, credit and taxing power of the County are irrevocably pledged and there shall be levied annually by the Auditor of the County and collected by the Treasurer of the County in the same manner as other county taxes are levied and collected, a tax, without limit, on all taxable property in the County sufficient to pay the principal and interest on this Bond as they respectively mature and to create such sinking fund as may be necessary therefor.

This Bond is one of a series of Bonds of like date of original issue, tenor and effect, except as to date of authentication, number, date of maturity, principal amount, registered holder, redemption provisions and rate of interest, aggregating \$_____, issued pursuant to and in accordance with the Constitution and laws of the State of South Carolina, including Article X of the Constitution of the State of South Carolina, 1895, as amended; Title 4, Chapter 15, Code of Laws of South Carolina, 1976, as amended; Title 11, Chapter 27, Code of Laws of South Carolina, 1976, as amended; and Ordinance No. 2012-__ duly enacted by the County Council on _____, 2012.

This Bond and the series of which it is one maturing on or prior to April 1, 2022, shall not be subject to redemption prior to their stated maturities. This Bond and the series of which it is one maturing on or after April 1, 2023, shall be subject to redemption at the option of the County on or after April 1, 2022, as a whole or in part at any time, in such order of their maturities as the County shall determine and by lot within a maturity, at a redemption price equal to 100% of the principal amount to be redeemed, together with the interest accrued on such principal amount to the date fixed for redemption.

If less than all the Bonds of any maturity are called for redemption, the Bonds of such maturity to be redeemed shall be selected by lot by the Registrar. In the event this Bond is redeemable as aforesaid, and shall be called for redemption, notice of the redemption hereof, describing the Bond and specifying the redemption date and the redemption price payable upon such redemption, shall be mailed by the Registrar by first-class mail, postage prepaid, to the registered owner thereof not less than thirty (30) days and not more than sixty (60) days prior to the redemption date at the last address appearing upon the registration books of the County. If this Bond be redeemable and shall have been duly called for redemption and notice of the redemption hereof mailed as aforesaid, and if on or before the date fixed for such redemption, payment hereof shall be duly made or provided for, interest hereon shall cease to accrue from and after the redemption date hereof.

This Bond and the series of which it is one is transferable as provided in the Ordinance, only upon the books of the County kept for that purpose at the principal office of the Registrar by the registered holder in person or by his duly authorized attorney upon surrender of this Bond together with a written instrument of transfer satisfactory to the Registrar duly executed by the Registered Holder or his duly authorized attorney. Thereupon a new fully registered Bond or Bonds of the same aggregate principal amount, interest rate, redemption provisions, if any, and maturity shall be issued to the transferee in exchange therefor as provided in the Ordinance. The County, the Registrar and the Paying Agent may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal hereof and interest due hereon and for all other purposes.

Under the laws of the State of South Carolina, this Bond and the interest hereon are exempt from all State, county, municipal, school district and all other taxes or assessments, except estate or other transfer taxes, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise.

It is hereby certified and recited that all acts, conditions and things required by the Constitution and laws of the State of South Carolina to exist, to happen and to be performed precedent to or in the issuance of this Bond exist, have happened and have been performed in regular and due time, form and manner as required by law; that the amount of this Bond, together with all other indebtedness of the County, does not exceed the applicable limitation of indebtedness under the laws of the State of South Carolina; and that provision has been made for the levy and collection of a tax, without limit, on all taxable property in the County sufficient to pay the principal of and interest on this Bond as the same shall respectively mature and to create such sinking fund as may be necessary therefor.

IN WITNESS WHEREOF, OCONEE COUNTY, SOUTH CAROLINA, has caused this Bond to be signed with the facsimile or manual signature of the Chairman of the County Council, facsimile or manual signature of the Clerk to the County Council and the seal of the County impressed, imprinted or reproduced hereon.

OCONEE COUNTY, SOUTH CAROLINA

Chairman, County Council

(SEAL)

ATTEST:

Clerk, County Council

[FORM OF REGISTRAR'S CERTIFICATE OF AUTHENTICATION]

This bond is one of the Bonds described in the within mentioned Ordinance of Oconee County, South Carolina.

as Registrar

By: _____
Authorized Officer

Date of Authentication: _____

The following abbreviations when used in the inscription on the face of this Bond shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM - As tenants in common

UNIF GIFT MIN. ACT

TEN ENT - As tenants by the
entireties

(Cust.) Custodian (Minor)

JT TEN - As joint tenants
with right of
survivorship and
not as tenants in
common

under Uniform Gifts to Minors

(State)

Additional abbreviations may also be used though not in list above.

FORM OF ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers
unto _____

(Name and address of Transferee)

the within Bond and does hereby irrevocably constitute and appoint _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated:

Signature Guaranteed:

(Authorizing Officer)

Signature(s) must be guaranteed by an institution which is a participant in the Securities Transfer Agents Medallion Program ("STAMP") or similar program.

NOTICE: The signature to this agreement must correspond with the name of the registered holder as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

A copy of the final approving opinion to be rendered shall be attached to each Bond and preceding the same a certificate shall appear, which shall be signed on behalf of the County with a facsimile signature of the Clerk to the County Council. The certificate shall be in substantially the following form:

[FORM OF CERTIFICATE]

IT IS HEREBY CERTIFIED that the following is a true and correct copy of the final approving opinion (except for date and letterhead) of McNair Law Firm, P.A. approving the issue of bonds of which the within bond is one, the original of which opinion was manually executed, dated and issued as of the date of delivery of and payment for the bonds and a copy of which is on file with the County Council of Oconee County, South Carolina.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Clerk, County Council

SECTION 14. Security for Bonds. The full faith, credit and taxing power of the County are hereby irrevocably pledged for the payment of the principal of and interest on the Bonds as they respectively mature, and for the creation of such sinking fund as may be necessary therefor. There shall be levied annually by the Auditor of the County, and collected by the Treasurer of the County, in the same manner as other county taxes are levied and collected, a tax, without limit, on all taxable property in the County sufficient to pay the principal of and interest on the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

The Council shall give the Auditor and Treasurer of the County written notice of the delivery of and payment for the Bonds and they are hereby directed to levy and collect annually, on all taxable property in the County, a tax, without limit, sufficient to pay the principal of and interest on the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

To the extent rental payments derived from the Lease Agreement have been deposited with the County Treasurer, or the County Administrator has certified to the County Treasurer that sufficient payments will be available to pay the principal of and interest on the Bonds on the next principal payment date and Interest Payment Date, the annual *ad valorem* tax to be levied for the payment of the principal of and interest on the Bonds may be reduced or eliminated in each year by the amount of such rental payments deposited with or to be available on or before each principal payment date and Interest Payment date.

SECTION 15. Defeasance. The obligations of the County under this Ordinance and the pledges, covenants and agreements of the County herein made or provided for, shall be fully discharged and satisfied as to any portion of the Bonds, and such Bond or Bonds shall no longer be deemed to be outstanding hereunder when:

(a) such Bond or Bonds shall have been purchased by the County and surrendered to the County for cancellation or otherwise surrendered to the County or the Paying Agent and is canceled or subject to cancellation by the County or the Paying Agent; or

(b) payment of the principal of and interest on such Bonds either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for by irrevocably depositing with the Paying Agent in trust and irrevocably set aside exclusively for such payment, (1) moneys sufficient to make such payment, or (2) Government Obligations maturing as to principal and interest in such amounts and at such times as will ensure the availability of sufficient moneys to make such payment and all necessary and proper fees, compensation and expenses of the Paying Agent. At such time as the Bonds shall no longer be deemed to be outstanding hereunder, such Bonds shall cease to draw interest from the maturity date thereof and, except for the purposes of any such payment from such moneys or Government Obligations, shall no longer be secured by or entitled to the benefits of this Ordinance.

SECTION 16. Exemption from State Taxes. Both the principal of and interest on the Bonds shall be exempt, in accordance with the provisions of Section 12-2-50 of the S.C. Code, from all State, county, municipal, school district and all other taxes or assessments, except estate or other transfer taxes, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise.

SECTION 17. Sale of Bonds, Form of Notice of Sale. The Bonds shall be offered for public sale on the date and at the time designated by the Chairman of County Council or the County Administrator. A Notice of Sale in the form set forth below shall be distributed to prospective bidders and a summary of such Notice of Sale shall be published in a newspaper having general circulation in the State of South Carolina and/or in a financial publication published in the City of New York not less than seven (7) days prior to the date set for such sale.

The Notice of Sale shall be in substantially the following form:

NOTICE OF SALE

\$ _____ [or principal amount issued] GENERAL OBLIGATION BONDS, SERIES 2012
OF OCONEE COUNTY, STATE OF SOUTH CAROLINA

Time and Place of Sale: NOTICE IS HEREBY GIVEN that bids for the purchase of \$ _____ General Obligation Bonds, Series 2012 of Oconee County, South Carolina (the "Bonds") will be received on behalf of the County Council of Oconee County, South Carolina (the "County"), in the Oconee County Administrative Offices, 415 South Pine Street, Walhalla, South Carolina 29691, until 11:00 a.m., South Carolina time, on _____, 2012, or such other date and time as may be established by the County and communicated by Thomson Municipal Market Monitor not less than 48 hours prior to the time proposals are to be received.

Sealed Bids: Each hand-delivered proposal shall be enclosed in a sealed envelope marked "Proposal for General Obligation Bonds, Series 2012, Oconee County, South Carolina" and should be directed to the Chairman of the County Council at the address in the first paragraph hereof.

Facsimile Bids: The County will accept the facsimile transmission of a manually signed Official

Bid Form or other form of bid at the risk of the bidder. The County shall not be responsible for the confidentiality of bids submitted by facsimile transmission. Any delay in receipt of a facsimile bid, and any incompleteness or illegible portions of such bid are the responsibility of the bidder. Bids by facsimile should be transmitted to the attention of Scott Moulder, County Administrator at 864.638.4246.

Electronic Bids: Electronic proposals must be submitted through i-Deal's Parity Electronic Bid Submission System ("Parity"). No electronic bids from any other providers of electronic bidding services will be accepted. Information about the electronic bidding services of Parity may be obtained from i-Deal, 1359 Broadway, 2nd Floor, New York, New York 10018, Customer Support, telephone 212.849.5021.

E-mail Bids: E-mail proposals may be e-mailed to the attention of Scott Moulder, Administrator, at email address: smoulder@oconeesc.com with a copy to _____.

PROPOSALS MAY BE DELIVERED BY HAND, BY MAIL, BY FACSIMILE TRANSMISSION, BY ELECTRONIC BID OR BY E-MAIL, BUT NO PROPOSAL SHALL BE CONSIDERED WHICH IS NOT ACTUALLY RECEIVED BY THE COUNTY AT THE PLACE, DATE AND TIME APPOINTED, AND THE COUNTY SHALL NOT BE RESPONSIBLE FOR ANY FAILURE, MISDIRECTION, DELAY OR ERROR RESULTING FROM THE SELECTION BY ANY BIDDER OF ANY PARTICULAR MEANS OF DELIVERY OF BIDS.

Book-Entry Only Bonds: The Bonds will be issued in fully registered form. A single Bond or one Bond representing each maturity will be issued to and registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), as registered owner of the Bonds, and each such Bond will be immobilized in the custody of DTC. DTC will act as the Depository for the Bonds. Individual purchases will be made in book-entry-only form in the principal amount of \$5,000 or any integral multiple thereof not exceeding the principal amount of Bonds maturing each year; purchasers will not receive physical delivery of certificates representing their interest in the Bonds purchased. The winning bidder, as a condition to delivery of the Bonds, will be required to deposit the Bond certificates representing each maturity with DTC. Notwithstanding the foregoing, at the request of the successful bidder, the Bonds will be issued as one single fully registered bond and not issued through the book-entry system.

The Bonds: The Bonds will be issued in fully registered form; will be dated the date of their delivery; will be in denominations of \$5,000 each or any integral multiple thereof not exceeding the principal amount of Bonds maturing each year; and will mature serially in successive annual installments on April 1 in each of the years and in the principal amounts as follows:

<u>Year</u>	<u>Principal Amount</u>	<u>Year</u>	<u>Principal Amount</u>
2014	\$80,000	2022	\$110,000
2015	85,000	2023	115,000
2016	85,000	2024	120,000
2017	90,000	2025	120,000
2018	90,000	2026	125,000
2019	105,000	2027	130,000
2020	105,000	2028	130,000
2021	110,000		

The Bonds will bear interest from the date thereof payable semiannually on April 1 and October 1 of each year, commencing April 1, 2013, until the Bonds mature. Interest will be calculated on the basis of a 360-day year comprised of twelve 30 day months.

Adjustment of Maturity Schedule. If, after final computation of the proposals, the County determines in its sole discretion that the funds necessary to accomplish the purposes for which the Bonds are being issued are either more or less than the proceeds of the sale of the amount of the Bonds as shown in this Notice of Sale, it reserves the right either to decrease or increase the principal amount of the Bonds (all calculations to be rounded to the near \$5,000), provided that any such decrease or increase shall not exceed 10% of the par amount. Such adjustment(s), if any, shall be made within twenty-four (24) hours of the award of the Bonds. In order to calculate the yield on the Bonds for federal tax law purposes and as a condition precedent to the award of the Bonds, bidders must disclose to the County in connection with their respective bids the price (or yield to maturity) at which each maturity of the Bonds will be reoffered to the public.

In the event of any adjustment of the maturity schedule for the Bonds as described herein, no rebidding or recalculation of the proposals submitted will be required or permitted. Nevertheless, the award of the Bonds will be made to the bidder whose proposal produces the lowest true interest cost solely on the basis of the Bonds offered, without taking into account any adjustment in the amount of the Bonds pursuant to this paragraph. The successful bidder may not withdraw its bid as a result of any changes made within these limits.

Redemption Provisions: The Bonds maturing on or prior to April 1, 2020, shall not be subject to redemption prior to their stated maturities. The Bonds maturing on or after April 1, 2021, shall be subject to redemption at the option of the County on or after April 1, 2020, as a whole or in part at any time, in such order of their maturities as the County shall determine and by lot within a maturity, at a redemption price equal to 100% of the principal amount of Bonds to be redeemed together with the interest accrued on such principal amount to the date fixed for redemption.

Bidders' Special Option for Term Bonds: Bidders submitting proposals may specify that all the principal amount of Bonds maturing on any two or more consecutive annual payment dates on or after April 1, 20__, may, in lieu of maturity on each of such dates, be combined to comprise one or more maturities of the Bonds scheduled to mature on the latest of such annual payment dates (the "Term Bonds"). Term Bonds shall be subject to redemption through mandatory sinking fund installments at par in the amount that would have matured in each year as set forth in this Notice, on each of the annual principal payment dates, except for the principal amount of Bonds scheduled to mature on the latest such annual payment date, which Bonds shall mature on such annual principal payment date. Bidders may specify one or more of such Term Bonds and such specifications may be made at the time of the award.

Mandatory Sinking Fund Redemption: The Bonds will be subject to mandatory redemption if and to the extent the option to establish Term Bonds is exercised by the successful bidder.

Registrar and Paying Agent: The Oconee County Treasurer or a bank designated by the purchaser and approved by the Chairman of the County Council will act as Paying Agent and Registrar for the Bonds.

Bid Requirements: Bidders shall specify the rate or rates of interest per annum which the Bonds are to bear, to be expressed in multiples of 1/20 or 1/8 or 1/100 of 1% with no greater difference than three (3%) percent between the highest and lowest rates of interest named by a bidder. Bidders are not

limited as to the number of rates of interest named, but the rate of interest on each separate maturity must be the same single rate for all Bonds of that maturity from their date to such maturity date. A BID FOR LESS THAN ALL THE BONDS OR A PRICE LESS THAN PAR WILL NOT BE CONSIDERED.

Award of Bid: The Bonds will be awarded to the bidder or bidders offering to purchase the Bonds at the lowest true interest cost (TIC) to the County. The TIC will be the nominal interest rate which, when compounded semiannually and used to discount all debt service payments on the Bonds (computed at the interest rates specified in the bid and on the basis of a 360-day year comprised of twelve 30-day months) to the dated date of the Bonds, results in an amount equal to the price bid for the Bonds. In the case of a tie bid, the winning bid will be awarded by lot. The County reserves the right to reject any and all bids or to waive irregularities in any bid. Bids will be accepted or rejected no later than 3:00 p.m., South Carolina time, on the date of the sale.

For the purpose of calculating the yield on the Bonds for Federal tax purposes as a condition precedent to the award of the Bonds, the successful bidder will, within 30 minutes after being notified of its winning bid, advise the County or its financial advisor by telephone confirmed by facsimile transmission of the initial offering prices of the Bonds to the public (expressed as a price, exclusive of accrued interest, or yield per maturity).

Good Faith Deposit: No good faith deposit is required.

Bank Qualified: The County has designated the Bonds as “qualified tax exempt obligations” under Section 265 of the Internal Revenue Code.

Official Statement: The County deems the Preliminary Official Statement to be “final” as described in SEC Rule 15c2-12(b)(1) for the purposes of such Rule. Upon the award of the Bonds, the County will prepare a Final Official Statement (the “Official Statement”) in substantially the same form as the Preliminary Official Statement subject to minor additions, deletions and revisions as required to complete the Official Statement. Within seven (7) business days after the award of the Bonds, the County will provide the successful bidder, a sufficient quantity to comply with Rule G-32 of the Municipal Securities Rulemaking Board. The successful bidder agrees to supply to the County all necessary pricing information and any Underwriter identification necessary to complete the Official Statement within 24 hours after the award of the Bonds.

Continuing Disclosure: In order to assist the bidders in complying with S.E.C. Rule 15c2-12(b)(5), the County will undertake, pursuant to a Continuing Disclosure Certificate, to provide certain annual financial information and notices of the occurrence of certain events if material. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the Final Official Statement.

Purpose: The Bonds are issued for the purpose of defraying the costs of designing, constructing and equipping a new detention center in the County.

Legal Opinion: The County shall furnish upon delivery of the Bonds the final approving opinion of McNair Law Firm, P.A., Greenville, South Carolina, which opinion shall accompany each Bond, together with the usual closing documents, including a certificate that no litigation is pending affecting the Bonds.

Certificate as to Issue Price: The successful bidder must provide a certificate to the County by the date of delivery of the Bonds, stating the initial reoffering price of the Bonds to the public (excluding bond

houses and brokers) and the price at which a substantial amount of the Bonds were sold to the public, in form satisfactory to Bond Counsel. A sample copy of such a certificate may be obtained from Bond Counsel.

Delivery: The Bonds will be delivered through the facilities of The Depository Trust Company in New York, New York, on or about _____, 2012, at the expense of the County or at such other place as may be agreed upon with the purchasers at the expense of the purchaser. The purchase price then due must be paid in federal funds or other immediately available funds.

CUSIP Numbers: It is anticipated that CUSIP identification numbers will be printed on the Bonds, but neither the failure to print such numbers on any Bond nor any error with respect thereto shall constitute cause for failure or refusal by the purchaser thereof to accept delivery of and pay for the Bonds in accordance with the terms of its proposal. All expenses in relation to the printing of CUSIP identification numbers on the Bonds shall be paid for by the County provided, however, that the CUSIP Service Bureau charge for the assignment of said numbers shall be the responsibility of and shall be paid for by the successful bidder.

Additional Information: A copy of the Preliminary Official Statement in deemed final form and the Official Notice of Sale are available via the internet at _____ and will be furnished to any person interested in bidding for the Bonds upon request to Bond Counsel. Persons seeking information should communicate with:

<p>Scott Moulder, ICMA-CM County Administrator Oconee County 415 South Pine Street Walhalla, SC 29691 Telephone: 864.638.4235 E-mail: smoulder@oconeesc.com</p>	<p>Daniel R. McLeod, Jr., Esquire McNair Law Firm, P.A. Post Office Box 447 Greenville, SC 29602 Telephone: 864.271.4940 E-mail: dmcLeod@mcnair.net</p>
<p>Michael W. Burns, Esq. McNair Law Firm, P.A. Post Office Box 447 Greenville, SC 29602 Telephone: 864.271.4940 E-mail: mburns@mcnair.net</p>	

Oconee County, South Carolina

SECTION 18. Preliminary and Final Official Statement. The Council hereby authorizes and directs the County Administrator to prepare, or cause to be prepared, a Preliminary Official Statement to be distributed to prospective purchasers of the Bonds together with the Notice of Sale. The Council authorizes the County Administrator to designate the Preliminary Official Statement as "near final" for purposes of Rule 15c2-12 of the Securities and Exchange Commission. The County Administrator is further authorized to see to the completion of the final form of the Official Statement upon the sale of the Bonds so that it may be provided to the purchaser of the Bonds.

SECTION 19. Continuing Disclosure. The County hereby covenants and agrees that it will comply with and carry out all of the provisions of a Continuing Disclosure Certificate, in substantially the form attached hereto as Exhibit A. Notwithstanding any other provisions of this Ordinance, failure of the County to comply with the Continuing Disclosure Certificate shall not be considered an event of default, and no liability for damages shall attach therefor. The sole remedy for such failure to comply shall be that any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the County to comply with their obligations under this Section.

SECTION 20. Filings with Central Repository. In accordance with Section 11-1-85 of the S.C. Code, the County covenants that it will file or cause to be filed with a central repository for further availability in the secondary bond market when requested: (a) a copy of the annual independent audit of the County within thirty days (30) of the County's receipt thereof; and (b) within thirty (30) days of the occurrence thereof, relevant information of an event which, in the opinion of the County, adversely affects more than five (5%) of the County's revenue or its tax base.

SECTION 21. Deposit and Use of Proceeds. The proceeds derived from the sale of the Bonds shall be deposited with the Treasurer of the County in a special fund to the credit of the County, separate and distinct from all other funds, and shall be expended from time to time and made use of by the County Council as follows:

(a) Any premium shall be placed in the sinking fund established pursuant to Section 4-15-150 of the S.C. Code;

(b) Accrued interest, if any, shall be applied to the payment of the first installment of interest to become due on the Bonds; and

(c) The balance of the proceeds shall be applied upon warrant or order of the Council for the purposes set forth in this Ordinance and to defray the costs and expenses of issuing the Bonds.

SECTION 22. Notice of Public Hearing. The Council hereby ratifies and approves the publication of a notice of public hearing regarding the Bonds and this Ordinance, such notice in the form attached hereto as Exhibit B, having been published in the *Daily Journal Messenger*, a newspaper of general circulation in the County, not less than 15 days prior to the date of such public hearing.

SECTION 23. Federal Tax Covenants. The County covenants and agrees with the holders of the Bonds that it will not take any action which will, or fail to take any action which failure will, cause interest on the Bonds to become includable in the gross income of the bondholders for federal income tax purposes pursuant to the provisions of the Code and regulations promulgated thereunder in effect on the date of original issuance of the Bonds and that no use of the proceeds of the sale of the Bonds shall be made which, if such use had been reasonably expected on the date of issue of such Bonds would have caused the Bonds to be "arbitrage bonds", as defined in the Code, and to that end the County hereby shall:

(a) comply with the applicable provisions of Section 103 and Sections 141 through 150 of the Code and any regulations promulgated thereunder so long as the Bonds are outstanding;

(b) establish such funds, make such calculations and pay such amounts, in the manner and at the times required in order to comply with the requirements of the Code relating to required rebates of certain amounts to the United States; and

(c) make such reports of such information at the times and places required by the Code.

The County Administrator is hereby authorized to adopt written procedures to ensure the County's compliance with federal tax matters relating to the Bonds.

The County covenants that, in accordance with the provisions of the Code, the Bonds are designated as "qualified tax-exempt obligations" as defined in the Code. The County and all subordinate entities thereof do not anticipate to issue more than \$10,000,000 in tax-exempt bonds or other tax-exempt obligations in 2012 other than private activity bonds except for qualified 501(c)(3) bonds. The County represents that the sum of all tax-exempt obligations (other than private activity bonds which are not qualified as 501(c)(3) bonds) issued by the County and all subordinate entities thereof during calendar year 2012 is not reasonably expected to exceed \$10,000,000.

SECTION 24. Authority to Obtain Bond Insurance; Execution of Documents. The County Administrator and the Assistant County Administrator for Administration are hereby authorized to submit applications to municipal bond insurance companies for bond insurance or other credit enhancements relating to the Bonds. The Chairman of County Council and the County Administrator are hereby authorized to accept on behalf of the County the proposal deemed most advantageous to the County.

SECTION 25. Miscellaneous. The County Council authorizes the Chairman of County Council, County Administrator and the Assistant County Administrator for Administrative Services and Finance, and the Clerk to County Council to execute such documents and instruments as may be necessary to effect the issuance of the Bonds or make modifications in any documents including but not limited to the form of the Bond or Notice of Sale. The County Council hereby authorizes the Chairman to County Council, to negotiate the terms of, and execute in the name and on behalf of the County, investment agreements, forward delivery agreements, repurchase agreements and other agreements in connection with the Bonds, to prepare and solicit bids for providers of such agreements and to execute, in the name and on behalf of the County, written confirmations of any such agreements and other documents as may be necessary in connection therewith.

SECTION 26. Repeal of Conflicting Ordinances. All rules, regulations, ordinances, and parts thereof, procedural or otherwise, in conflict herewith or the proceedings authorizing the issuance of the Bonds are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its enactment.

SECTION 27. Effective Date.

This Ordinance shall become effective and enforced from and after _____, 2012.

[Signature page to follow]

Enacted by the County Council of Oconee County, South Carolina, this ____ day of _____,
2012.

OCONEE COUNTY, SOUTH CAROLINA

(SEAL)

Chairman, County Council
Oconee County, South Carolina

ATTEST:

Administrator, Oconee County, South Carolina

Clerk to County Council,
Oconee County, South Carolina

First Reading: July 17, 2012
Second Reading: August 14, 2012
Public Hearing: _____, 2012
Third Reading: _____, 2012

[Signature page]

EXHIBIT A

FORM OF CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the "Disclosure Certificate") is executed and delivered by Oconee County, South Carolina (the "County") in connection with the issuance of \$_____ original principal amount General Obligation Bonds, Series 2012 of Oconee County, South Carolina (the "Bonds"). The Bonds are being issued pursuant to Ordinance No. _____ enacted by the County Council of the County on _____, 2012 (the "Ordinance"). The County covenants and agrees as follows:

SECTION 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the County for the benefit of the beneficial owners and in order to assist the Participating Underwriters (defined below) in complying with the Rule (defined below).

SECTION 2. Definitions. The following capitalized terms shall have the following meanings:

"**Annual Report**" shall mean any Annual Report provided by the County pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"**Bonds**" shall mean the \$_____ original principal amount General Obligation Bonds, Series 2012, Oconee County, South Carolina, dated _____, 2012.

"**Dissemination Agent**" shall mean the County or any successor Dissemination Agent designated in writing by the County and which has filed with the County a written acceptance of such designation.

"**Listed Events**" shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

"**National Repository**" shall mean for purposes of the Rule, the Electronic Municipal Market Access (EMMA) system created by the Municipal Securities Rulemaking Board.

"**Participating Underwriter**" shall mean _____ and any other original underwriter of the Bonds required to comply with the Rule in connection with offering of the Bonds.

"**Repository**" shall mean each National Repository and each State Depository, if any.

"**Rule**" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"**State Depository**" shall mean any public or private repository or entity designated by the State of South Carolina as a state depository for the purpose of the Rule. As of the date of this Disclosure Certificate, there is no State Depository.

SECTION 3. Provision of Annual Reports.

(a) The County shall, or shall cause the Dissemination Agent to provide, not later than February 1 of each year, commencing in 20__, to the Repository an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. Not later than fifteen (15) business days prior to such date the County shall provide the Annual Report to the Dissemination Agent, if other than the County; provided, that if the audited financial statements required pursuant to Section 4 hereof to be included in the Annual Report are not available for inclusion in the Annual Report as of such date,

unaudited financial statements of the County may be included in such Annual Report in lieu thereof, and the County shall replace such unaudited financial statements with audited financial statements within fifteen (15) days after such audited financial statements become available for distribution. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the County may be submitted separately from the balance of the Annual Report.

(b) If the County is unable to provide to the Repository an Annual Report by the date required in subsection (a), the County shall send a notice to the Municipal Securities Rulemaking Board and State Depository, if any, in substantially the form attached hereto as Exhibit A.

(c) The Dissemination Agent shall:

(i) determine each year prior to the date for providing the Annual Report the name and address of each National Repository and each State Depository, if any; and

(ii) if the Dissemination Agent is other than the County, file a report with the County and (if the Dissemination Agent is not the Registrar) the Registrar certifying whether the Annual Report has been provided pursuant to this Disclosure Certificate, and, if provided, stating the date it was provided, and listing the Repository to which it was provided.

SECTION 4. Content of Annual Reports.

(a) Each Annual Report shall contain Annual Financial Information with respect to the County, including the information provided in the Official Statement under the headings:

- (i) THE BONDS—Security;
- (ii) DEBT STRUCTURE—Outstanding Indebtedness;
- (iii) CERTAIN FISCAL MATTERS:
 - a. Assessed Value of Taxable Property in the County;
 - b. Estimated True Value of All Taxable Property in the County;
 - c. Tax Rates;
 - d. Tax Collections for Last Five Years; and
 - e. Ten Largest Taxpayers.”

(b) Audited Financial Statements prepared in accordance with GAAP as described in the Official Statement will be included in the Annual Report.

Any or all of the items listed above may be included by specific reference from other documents, including official statements of debt issues with respect to which the County is an “obligated person” (as defined by the Rule), which have been previously filed with the National Repository or the Securities and Exchange Commission. If the document incorporated by reference is a final official statement, it must be available from the Municipal Securities Rulemaking Board. The County will clearly identify each such document so incorporated by reference.

SECTION 5. Reporting of Significant Events.

(a) This Section 5 shall govern the giving of notices of the occurrence of any of the following events (the “Listed Events”):

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;
- (7) Modifications to rights of security holders;
- (8) Bond calls;
- (9) Tender offers;
- (10) Defeasances;
- (11) Release, substitution, or sale of property securing repayment of the securities;
- (12) Rating changes;
- (13) Bankruptcy, insolvency, receivership or similar event of the County;
- (14) The consummation of a merger, consolidation, or acquisition involving the County or the sale of all or substantially all of the assets of the County other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms;
- (15) Appointment of a successor or additional trustee or the change of name of a trustee.

(b) Whenever the County obtains knowledge of the occurrence of a Listed Event described in subsections (a)(2), (7), (8), (11), (14), or (15) above, the County shall as soon as possible determine if such event would be material under applicable federal securities laws. If the County determines that knowledge of the occurrence of such event would be material under applicable federal securities laws, the County shall promptly, and no later than 10 days after the occurrence of the event, file a notice of such occurrence with the Municipal Securities Rulemaking Board and the State Depository.

(c) Whenever the County obtains knowledge of the occurrence of a Listed Event described in subsections (a)(1), (3), (4), (5), (6), (9), (10), (12), or (13) above, the County shall promptly, and no later than 10 days after the occurrence of the event, file a notice of such occurrence with the Municipal Securities Rulemaking Board and the State Depository.

(d) Notwithstanding the foregoing, notice of Listed Events described in subsections (a)(8), (9), and (10) above need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to owners of affected Bonds. For the purposes of the event identified in (a)(13) above, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the County in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the County, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the County.

SECTION 6. Termination of Reporting Obligation. The County's obligations under this Disclosure Certificate shall terminate upon the defeasance, prior redemption or payment in full of all of the Bonds.

SECTION 7. Dissemination Agent. The County may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The initial Dissemination Agent shall be the County.

SECTION 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the County may amend this Disclosure Certificate and any provision of this Disclosure Certificate may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws acceptable to the County, to the effect that such amendment or waiver would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule.

SECTION 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the County from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the County chooses to include any information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is specifically required by this Disclosure Certificate, the County shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 10. Default. In the event of a failure of the County, or the Dissemination Agent to comply with any provision of this Disclosure Certificate, any beneficial owner may take such actions as may be necessary and appropriate, including seeking injunctive relief or specific performance by court order, to cause the County, or the Dissemination Agent, as the case may be, to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an event of default under the Ordinance, and the sole remedy under this Disclosure Certificate in the event of any failure of the County, or the Dissemination Agent to comply with this Disclosure Certificate shall be an action to compel performance.

SECTION 11. Duties, Immunities and Liabilities of the Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the County agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which they may incur arising out of or in the exercise or performance of their powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the County under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

SECTION 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the County, the Dissemination Agent, the Participating Underwriters, and Holders from time to time of the Bonds and shall create no rights in any other person or entity.

SECTION 13. Counterparts. This Disclosure Certificate may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
County Administrator

Dated: _____, 2012

NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: Oconee County, South Carolina
Name of Bond Issue: \$ _____ General Obligation Bonds, Series 2012,
Oconee County, South Carolina
Date of Issuance: _____, 2012

NOTICE IS HEREBY GIVEN that Oconee County, South Carolina (the "County") has not provided an Annual Report with respect to the above-named Bonds as required by Sections 3 and 4 of the Continuing Disclosure Certificate executed and delivered by the County as Dissemination Agent. The County has notified us in writing that the Annual Report will be filed by _____.

Dated: _____

OCONEE COUNTY, SOUTH CAROLINA

[Signature page of Continuing Disclosure Certificate]

Exhibit B

NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing will be held by the County Council of Oconee County, South Carolina (the "County"), during the 7:00 p.m. meeting of Oconee County Council on _____, 2012, at the Council Chamber of Oconee County Council, 415 South Pine Street, Walhalla, South Carolina.

The purpose of the public hearing is to consider an Ordinance authorizing the issuance and sale of general obligation bonds (the "Bonds") of the County in the aggregate principal amount of not exceeding \$_____, the proceeds of which shall be applied to pay (i) the costs; and (ii) the costs of issuance of the Bonds.

The full faith, credit, and taxing power of the County will be pledged for the payment of the principal of and interest on the Bonds and a tax, without limit, will be levied and collected annually, in the same manner other County taxes are levied and collected, on all taxable property of the County sufficient to pay the principal of and interest on the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

At the public hearing all taxpayers and residents of the County and any other interested persons who appear will be given an opportunity to express their views for or against the Ordinance and the issuance of the Bonds.

OCONEE COUNTY, SOUTH CAROLINA

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

COUNCIL MEETING DATE: August 14, 2012
COUNCIL MEETING TIME: 6:00 PM

ITEM TITLE [Brief Statement]:

First Reading [In Title Only] of **Ordinance 2012-30**: "AN ORDINANCE AUTHORIZING OCONEE COUNTY, SOUTH CAROLINA (THE "COUNTY") TO PURCHASE OR OTHERWISE ACQUIRE CERTAIN REAL PROPERTY LOCATED IN THE COUNTY (THE "PROPERTY"); AUTHORIZING THE SALE OR CONVEYANCE OF A PORTION OF SUCH PROPERTY; AMENDING ORDINANCE NO. 2012-01 OF THE COUNTY TO THE EXTENT NECESSARY TO PROVIDE FOR APPROPRIATION OF FUNDS FOR THE PURCHASE OF THE PROPERTY; AUTHORIZING THE COUNTY ADMINISTRATOR TO APPROVE AND ENTER INTO ALL NECESSARY AND APPROPRIATE AGREEMENTS TO ACCOMPLISH THE FOREGOING AND TO DETERMINE CERTAIN MATTERS RELATED TO THE FOREGOING; RATIFYING THE ACTIONS OF THE COUNTY ADMINISTRATOR AND OTHER COUNTY OFFICIALS AND STAFF UNDERTAKEN WITH RESPECT TO THE FOREGOING; AND OTHER MATTERS RELATING TO THE FOREGOING"

BACKGROUND DESCRIPTION:

Purchase could extend quarry reserves by approximately twenty eight (28) years beyond the existing permit.

SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:

None

FINANCIAL IMPACT [Brief Statement]:

The total for this request is approximately \$342,000.00 excluding any professional fees.

This land was not available at budget preparation time; therefore, it was not included in the budget. However, land acquisition funds have been set aside in an investment account and are adequate to make this purchase.

Approved by : _____ **Finance**

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: Yes / No

If yes, who is matching and how much:

Approved by : _____ **Grants**

ATTACHMENTS

None

STAFF RECOMMENDATION [Brief Statement]:

Approve Ordinance 2012-30 on first reading in title only.

Submitted or Prepared By:

Department Head/Elected Official

Approved for Submittal to Council:



T. Scott Moulder, County Administrator

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: August 14, 2012
COUNCIL MEETING TIME: 6:00 PM

ITEM TITLE OR DESCRIPTION:

First Reading of Ordinance 2012-31 (in Title Only) : "AN ORDINANCE TO AMEND SECTION 1-7, ENTITLED *GENERAL PENALTY; CONTINUING VIOLATIONS* OF CHAPTER 1, ENTITLED *GENERAL PROVISIONS*, OF THE OCONEE COUNTY CODE OF ORDINANCES, IN CERTAIN LIMITED REGARDS AND PARTICULARS ONLY; AND OTHER MATTERS RELATED THERETO" "

BACKGROUND INFORMATION:

The Law Enforcement, Public Safety, Health, & Welfare Committee was requested by Mr. David Stokes, Oconee County's Building Official for direction in updating and amending the current building codes ordinance[s]. The Committee / County Council directed the County Administrator to work with staff to bring a recommendation to Council for consideration. Work is ongoing; therefore, first reading is recommended in title only for Ordinance 2012-31.

SPECIAL CONSIDERATIONS OR CONCERNS:

None

COMPLETE THIS PORTION FOR ALL PROCUREMENT REQUESTS:

Does this request follow Procurement Ordinance #2001-15 guidelines? Yes / No [review #2001-15 on Procurement's website]

If no, explain briefly: N/A

STAFF RECOMMENDATION:

It is staff's recommendation that Council take first reading of ordinance 2012-31 in title only.

FINANCIAL IMPACT:

None Anticipated

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: Yes / No

If yes, who is matching and how much: N/A

ATTACHMENTS

Ordinance 2012-31

Reviewed By/ Initials:

_____ County Attorney _____ Finance _____ Grants _____ Procurement

Submitted or Prepared By:

Department Head/Elected Official

Approved for Submittal to Council:



Scott Moulder, County Administrator

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.

**STATE OF SOUTH CAROLINA
OCONEE COUNTY
RESOLUTION R2012-09**

A RESOLUTION APPROVING THE WESTERN PIEDMONT REGIONAL EMERGENCY MANAGEMENT TASK FORCE NATURAL HAZARDS MITIGATION PLAN DEVELOPED TO ASSIST COUNTIES IN THE UPSTATE IN REDUCING THE HUMAN AND ECONOMIC COSTS OF NATURAL DISASTERS AND SERVES ANDERSON, ABBEVILLE, GREENWOOD, OCONEE AND PICKENS COUNTIES AND HAS BEEN UPDATED BY THE WESTERN PIEDMONT REGIONAL EMERGENCY MANAGEMENT TASK FORCE.

WHEREAS, Oconee County, South Carolina (the "County"), a body politic and corporate and political subdivision of the State of South Carolina; and

WHEREAS, local governments may enter into agreements to share in administration of powers and the costs associated therewith pursuant to S. C. Const. Art. VII, 13 and S. C. Code Ann. 6-24-40 [1976, as amended]; and

WHEREAS, the health and safety of all County citizens are threatened by potential natural disaster, which are caused by tornadoes/high winds, winter storms, hurricanes, hail storms / thunderstorms, drought/heat wave, earthquakes, wildfires, floods and other natural disasters; in accordance with the Federal Emergency Management Agency [FEMA] section 322 of the Disaster Mitigation Act of o 2000, the Western Piedmont Regional Emergency Management Task Force [WPFEMTF] Natural Hazards Mitigation Plan [the "Plan"] [a copy of which is attached hereto {provided on a compact disc for easy reference} and made a part hereof as **Exhibit A**] provided for mitigation strategies for natural hazards including, but not limited to, the following tornadoes/high winds, winter storms, hurricanes, hail storms / thunderstorms, drought/heat wave, earthquakes, wildfires, floods and other natural disasters; and

WHEREAS, the Oconee County Council desires to express its intention to set forth strategies to mitigate and reduce the human and economic costs of natural disasters in Oconee County pursuant to [FEMA] section 322 of the Disaster Mitigation Act of 2000 by adopting the plan.

NOW, THEREFORE, it is hereby resolved by Oconee County Council, in meeting duly assembled:

1. The County hereby adopts the WPREMTF Natural Hazards Mitigation Plan and authorizes the County Administrator or their designee to execute the Plan on behalf of the County in the form attached as **Exhibit A** or with such minor changes that are not materially adverse to the interests of the County.
2. All funding necessary to implement the Plan shall come from: [1] state and/or federal grant funds where no matching funds are required from the County, or [2] funding specifically approved by subsequent action of Oconee County Council.
3. That from time to time this Plan may be revised and that such revisions shall require approval by the Oconee County Council.
4. All orders and resolutions in conflict herewith are, to the extent of such conflict only, repealed and rescinded.
5. Should any part or portion of this resolution be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such finding shall not affect the remainder hereof, all of which is hereby deemed separable.
6. This resolution shall take effect and be in force immediately upon enactment.

RESOLVED this 14th day of August, 2012, in meeting duly assembled.

ATTEST:

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Elizabeth G. Hulse, Clerk to Council
Oconee County, South Carolina

By: _____
Joel Thrift, Chairman of County Council
Oconee County, South Carolina

**STATE OF SOUTH CAROLINA
OCONEE COUNTY
RESOLUTION R2012-09**

EXHIBIT A

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

COUNCIL MEETING DATE: August 14, 2012
COUNCIL MEETING TIME: 6:00 PM

ITEM TITLE:

First & Final Reading of Resolution R2012-10 "INDUCEMENT RESOLUTION PROVIDING FOR QUALIFICATION OF POINTE WEST INC. FOR A FEE IN LIEU OF TAX AGREEMENT AND/OR UTILITY TAX CREDITS".

BACKGROUND DESCRIPTION:

Pointe West / High Point is a mixed use, public access development located within Oconee County. State statute requires that the project become an "eligible project" in order for the Project to meet the eligibility requirements for any potential Fee Agreement and / or any available utility tax credits. The passage of this Resolution would make the Project "eligible," and therefore would allow for the application of any available utility tax credits for the project.

SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:

None.

FINANCIAL IMPACT [Brief Statement]:

This action, if approved, has no cost associated at all for Oconee County now or in the future.

Check Here if Item Previously approved in the Budget. No additional information required.

Approved by : _____ **Finance**

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: Yes / No

If yes, who is matching and how much:

Approved by : _____ **Grants**

ATTACHMENTS

STAFF RECOMMENDATION [Brief Statement]:

Take 1st & Final Reading of R2012-10.

Submitted or Prepared By:

Department Head/Elected Official

Approved for Submittal to Council:



T. Scott Moulder, County Administrator

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submisslon to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE COUNTY
RESOLUTION R2012-10**

**INDUCEMENT RESOLUTION PROVIDING FOR QUALIFICATION
OF POINTE WEST INC. FOR A FEE IN LIEU OF TAX AGREEMENT**

WHEREAS, Oconee County, South Carolina (the "County"), acting by and through its County Council (the "County Council") is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (the "Act"), to enter into a fee in lieu of tax agreement (the "Fee Agreement") with respect to a project which requires the industry to make a payment of a fee in lieu of taxes, through which powers the industrial development of the State of South Carolina and the County will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State of South Carolina and the County and thus to utilize and employ the manpower, products, and natural resources of the State of South Carolina to benefit the general public welfare of the County by providing services, employment, and other public benefits not otherwise provided locally; and

WHEREAS, Pointe West Inc., on its own or together with one or more of its subsidiaries, affiliates, successors, assigns, sponsors, lessors, and others (collectively, the "Company"), desires to invest capital in the County in order to establish a mixed-use, public access development consisting of residential property and a town center with at least a \$17,000,000 investment in the County (the "Project"); and

WHEREAS, Section 12-20-105 of the Code of Laws of South Carolina, 1976, as amended, authorizes utility tax credits for grants made to provide infrastructure for "eligible projects"; and

WHEREAS, Blue Ridge Cooperative has agreed to provide a utility tax credit to the Company provided that the Project constitutes an "eligible project"; and

WHEREAS, in accordance with an informal opinion letter from the South Carolina Department of Revenue dated February 10, 2011, in order for the Project to constitute an "eligible project," the Company must obtain a resolution from the County Council making the appropriate public purpose findings and stating that the Project would meet the requirements to be eligible for a Fee Agreement; and

WHEREAS, the Company has requested that the County Council make the requisite findings in order to facilitate the provision of the grant; and

WHEREAS, the County has determined on the basis of the information supplied to it by the Company that the Project would be a "project" and "economic development property" as such terms are defined in the Act and that the Project would serve the purposes of the Act.

NOW, THEREFORE, BE IT RESOLVED by the County Council as follows:

Section 1. The County Council hereby finds that: (i) 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; (ii) the Project gives rise to no pecuniary liability of the County or a charge against its general credit or taxing power; (iii) the purposes to be accomplished by the Project are proper governmental and public purposes and the inducement of the location of the Project within South Carolina is of paramount importance and the benefits of the Project to the public are greater than the cost (which latter finding has been made using an appropriate cost-benefit analysis); and (iv) it has evaluated the Project considering all relevant and required factors, including, but not limited to, the anticipated dollar amount and nature of the investment to be made and the anticipated costs and benefits to the County, and all other criteria prescribed by law.

Section 2. The County Council hereby finds that the Project is eligible for a fee in lieu of tax agreement under the Act.

Section 3. This resolution shall constitute an inducement resolution for this Project within the meaning of the Act. However, this resolution does not in any way obligate the County to enter into a FILOT arrangement with the Company but rather serves to provide the findings necessary to confirm that the Project is eligible for such an arrangement.

Section 4. All orders, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This resolution shall take effect and be in full force from and after its passage by the County Council.

Adopted this 7th day of August, 2012.

OCONEE COUNTY, SOUTH CAROLINA

Signature: _____
Name: JOEL THRIFT
Title: OCONEE COUNTY COUNCIL CHAIR

(SEAL)
ATTEST:

Signature: _____
Name: ELIZABETH G. HULSE
Title: Clerk to County Council

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: August 14, 2012
COUNCIL MEETING TIME: 6:00 PM**

ITEM TITLE [Brief Statement]:

RESOLUTION R2012-11 "A RESOLUTION TO APPROVE THE ACCEPTANCE OF THE NEW PORTION OF DOUG HOLLOW ROAD, TO APPROVE EXECUTION OF THE MAINTENANCE AGREEMENT FOR DOUG HOLLOW ROAD AND CONSENT TO THE ABANDONMENT OF THE OLD PORTION OF DOUG HOLLOW ROAD"

BACKGROUND DESCRIPTION:

Resolution R2011-17 was approved by County Council on December 6, 2011. The Resolution created responsibilities and actions for the County and Lake Keowee Investors, Inc. to follow. Lake Keowee Investors, Inc., were unable to complete all the actions, exactly as originally drafted – but County inspection of the new road and supporting structures indicated that they met the general intent of the required actions and Lake Keowee Investors, Inc. made the corrections required by the County during such inspection. Resolution R2012-11, allows County Council to accept Doug Hollow Road, as is, authorizes execution and delivery of a maintenance agreement for the new part of the road and related structures and authorizes execution and delivery of a consent order for the judicial abandonment and closure of the old part of the road.

SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:

None.

FINANCIAL IMPACT [Brief Statement]:

No Check here if Item Previously approved in the Budget. No additional information required.

Approved by : _____ Finance

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: Yes / No

If yes, who is matching and how much:

NOT APPLICABLE

Approved by: _____ Grants

ATTACHMENTS

RESOLUTION R2012-11

STAFF RECOMMENDATION [Brief Statement]:

Take First & Final Reading of R2012-11

Submitted or Prepared By:

Department Head/Elected Official

Approved for Submittal to Council:


T. Scott Moulder, County Administrator

**STATE OF SOUTH CAROLINA
OCONEE COUNTY
RESOLUTION R2012-11**

A RESOLUTION AUTHORIZING AND CONSENTING TO THE JUDICIAL ABANDONMENT AND CLOSURE OF A PORTION OF DOUG HOLLOW ROAD (THE "ROAD"), THE ACCEPTANCE AS A PUBLIC ROAD OF THE RELOCATED ROAD, AND THE EXECUTION AND DELIVERY OF A MAINTENANCE AGREEMENT PERTAINING TO THE ROAD; AND OTHER MATTERS RELATED THERETO.

WHEREAS, public records indicate that Lake Keowee Investors, Inc. (the "Developer") owns certain real property (the "Developer Property") in Oconee County (the "County"); and,

WHEREAS, an existing public roadway commonly known as Doug Hollow Road (the "Road") is currently controlled and maintained by Oconee County, South Carolina (the "County"); and,

WHEREAS, the Developer has built or is building a restaurant on the Developer Property, and as a part of such plans, the Developer desired to relocate the portion of the road and abandon a section of that portion of the road that exclusively crosses the Developer Property, as was more specifically shown on Exhibit A, to Oconee County Resolution R2011-17, adopted on December 6, 2011, which resolution is attached hereto as Attachment A and incorporated herein by this reference (the "Portion of the Road") (comprehensively, the "Project"); and,

WHEREAS, during the March 15, 2011 meeting of Oconee County Council, and in other public statements, several citizens expressed concern that certain rights that they may have in the Portion of the Road, or ancillary to the Portion of the Road, may be impacted by an abandonment and relocation of the Portion of the Road; and,

WHEREAS, on April 5, 2011, Oconee County, acting by and through the Oconee County Council ("County Council"), in meeting duly assembled, enacted Oconee County Resolution R2011-07 (the "Resolution"), which, among other things, indicated certain steps and procedures and established certain terms and conditions that would have to occur prior to Oconee County consenting to judicial closure and abandonment of the Portion of the Road; and

WHEREAS, the County entered into an agreement with the Developer establishing the terms, conditions, standards and requirements under which Oconee County would consent to abandonment and closure of the Portion of the Road; and

WHEREAS, all abutting property owners and other concerned citizens and the Developer have resolved all issues between them, relating to the Road, to the satisfaction of all, to the County's knowledge and belief; and

WHEREAS, subsequent to the adoption of Oconee County Resolution R2011-07, the South Carolina Department of Transportation has conveyed to Oconee County, and Oconee County accepted from the South Carolina Department of Transportation, the Road; and

WHEREAS, the Developer constructed a replacement roadway for the Portion of the Road (the "Relocated Road"), working with Oconee County staff, elected officials, and Board of Zoning Appeals ("BZA") to design and construct such substitute relocation of the Portion of the Road to Oconee County's standards and satisfaction; and

WHEREAS, on December 6, 2011, Oconee County, acting by and through the County Council, adopted County Resolution R2011-17, authorizing and consenting to the judicial abandonment and closure of the Portion of the Road and deeding of the underlying fee to the Developer, upon the occurrence of certain described matters and conditions, including construction of the Relocated Road to the standards and satisfaction of the County and dedicating such Relocated Road to Oconee County or other suitable public body and execution and delivery of a maintenance agreement for the Relocated Road and adjacent facilities and related structures by the Developer; and

WHEREAS, the Developer has constructed such Relocated Road, is now dedicating it to the County for public use, and the County, acting by and through County staff and elected officials, has inspected the road and found that it meets the general intent of the County road standards, and variances granted by the BZA as conditions precedent to accepting the Relocated Road; and

WHEREAS, the Developer has now filed a lawsuit (the "Suit"), pursuant to Section 57-9-10, South Carolina Code of Laws, 1976, as amended, seeking judicial closure and abandonment of the Portion of the Road; and

WHEREAS, Oconee County, acting by and through the Oconee County Council, the Oconee County Administrator, and the Oconee County Roads and Bridges Department has followed all procedures specified in Section 26-9 (the "Section") of the Oconee County Code of Ordinances, pertaining to requests for the closure and abandonment of public roads in Oconee County, with regard to the request to close and abandon the Portion of the Road, and has determined that judicial closure and abandonment of the Portion of the Road, if accompanied by dedication of the Relocated Road to Oconee County as established in the Section and the Agreement, and with public acceptance for public use of such Relocated Road, supported by the Maintenance Agreement, would be in the best interests of the County and its citizens; and

WHEREAS, Oconee County Council desires to authorize the Oconee County Attorney, acting on behalf of Oconee County, to consent to the judicial closure and abandonment of the Portion of the Road in the Suit through execution of a Consent Order, attached hereto as Attachment B and incorporated herein by reference (the "Consent Order"), to accept the Relocated Road as a public road and as a part of The Road, and to authorize the execution and delivery of a maintenance agreement (the "Maintenance Agreement") pertaining to the Relocated Road and related structures and a portion of the right-of-way along Kelley Ridge Road, attached hereto as Exhibit C and incorporated herein by reference:

NOW, THEREFORE, it is hereby resolved by Oconee County Council, in meeting duly assembled that:

1. Based upon an onsite inspection of the Road, the Portion of the Road, the Relocated Road, and the Project by County staff and one or more members of County Council, the County, acting by and through the County Council, hereby finds and determines that the Developer has met the general intent of the conditions set forth, herein, as pre-conditions for closure and abandonment of the Portion of the Road, acceptance of the Relocated Road, and execution and delivery of the Maintenance Agreement for the Road and a portion of the right-of-way along Kelley Ridge Road, in all material aspects, and has complied with the specific request and requirements of the County following such inspections, precedent to such approvals, consents, and agreements by the County, subject to recording a plat of the Relocated Road, as part of deeding the Relocated Road to the County, and paying the County's \$1,209.00 road inspection fees.

2. The County, acting by and through the Chairman of County Council and the County Administrator and the County Director of Public Works is hereby authorized to:

(a) signify acceptance of the Relocated Road as a County road and as part of the Oconee County road system, subject to the maintenance requirements, by the Developer, in the Maintenance Agreement, and such Relocated Road is hereby accepted, subject to those terms and conditions and subject to the Developer preparing, executing, and delivering to the County a general warranty deed, to the County, for the Relocated Road and the underlying fee thereto, in accordance with standard County requirements and in a form acceptable to the County, recording a stamped, sealed plat of the Relocated Road in Oconee County public records,, and paying the County's road inspection fees of \$1,209.00 for the Relocated Road.

(b) execute and deliver the Maintenance Agreement, in the form attached to this Resolution, or with such revisions thereto are not materially adverse to the County and as shall be approved by the Chairman of County Council and the County Administrator, upon the advice of the County Attorney.

3. The Oconee County Attorney is hereby authorized and directed to execute the Consent Order in the Suit, captioned as the matter of Lake Keowee Investors, Inc., Petitioner, vs. Oconee County, South Carolina, Edalene Kelly and Duke Energy Carolinas, LLC, Respondents, Case No. 2011-CP-37-1070, in the form attached to this Resolution or with such changes and revisions thereto as are not materially adverse to the County and as shall be approved by the County Attorney, upon the consent of the County Administrator and the Chairman of County Council.

4. The Chairman of County Council, the Oconee County Administrator, and the Oconee County Attorney are hereby authorized and directed to prepare all documents and do all things which are necessary to fully implement this Resolution, so long as such acts are reasonably related to the contents and terms of this Resolution.

5. All orders, resolutions and enactments of Oconee County Council inconsistent herewith are to the extent of such inconsistency only, hereby repealed, revoked and rescinded.

6. This Resolution shall take effect immediately upon enactment.

RESOLVED this 14th day of August, 2012, in meeting duly assembled.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Joel Thrift, Chairman of County Council
Oconee County, South Carolina

ATTEST:

By: _____
Elizabeth G. Hulse, Clerk to County Council
Oconee County, South Carolina

STATE OF SOUTH CAROLINA)
)
COUNTY OF OCONEE) **AGREEMENT**

This agreement is entered into as of this ____ day of _____, 2012 between OCONEE COUNTY, hereinafter referred to as "County" and LAKE KEOWEE INVESTORS, INC., hereinafter referred to as "Lake Keowee Investors".

WHEREAS, on October 13, 2011, the Oconee County Board of Zoning Appeals, a board or commission of County (the "Board"), conditionally granted certain variances to Lake Keowee Investors concerning relocation of Doug Hollow Road; and,

WHEREAS, both parties are desirous of effecting said variances in accordance with the terms and conditions established by the Board.

NOW, THEREFORE, for, and contingent on satisfactory completion of the commitments contained in the mutual promises hereinbelow each of which constitutes good and sufficient consideration, the parties agree as follows:

1. Lake Keowee Investors shall construct, to County satisfaction and approval, which approval shall not unreasonably be withheld, repair and maintain, all using established construction methods and standards for such construction in a safe, workmanlike manner, an electric vehicle path which is to be located west of the in-road cul de sac on the new, relocated portion of Doug Hollow Road, all as shown on the attached plan (Exhibit "A"), and hereby incorporated herein by reference. Further, Lake Keowee Investors shall submit plans to County and construct the electric vehicle path inside the County's right-of-way pursuant to County's reasonable approval as to materials, method and quality of construction.

2. Lake Keowee Investors agrees to hold County harmless and to defend and indemnify County for any and all loss or liability incurred by County as a direct or indirect result of the construction, use and maintenance, repair or existence of the electric vehicle

path within County's right-of-way, as a direct or indirect result of the installation of and maintenance (or failure to maintain) the landscaping described in Section (3) below, or as a direct or indirect result of the construction by Lake Keowee Investors, its agents, employees or contractors of all or any part of Kelley Ridge Road and/or Doug Hollow Road in a manner which is not in compliance with all County ordinances, resolutions, order or regulations, and with all applicable laws and regulations, subject to any variances granted.

3. Lake Keowee Investors shall install and maintain appropriate landscaping on the north and south sides of Doug Hollow Road from Station 1+00 to Station 5+00 and shall install and maintain landscaping appropriate on the west side of Kelley Ridge Road from Station 0+00 to Station 3+10 as shown in Exhibit "A" for the purpose of stabilizing the soil and preventing erosion in such areas. If County, in its sole discretion, determines that Lake Keowee Investors has failed to properly install or maintain such landscaping at any time, County may provide written notice of such failure to Lake Keowee Investors, and, if such failure is not cured within fifteen (15) days of the date such notice is sent, County may, at the cost of Lake Keowee Investors, take any action it deems necessary to properly install and/or maintain such landscaping, including, but not limited to, the removal and/or replacement of any and all landscaping plants and materials with more suitable plants and materials.

4. This Agreement supersedes all prior discussions and agreements between the parties hereto, or any of their employees or agents, and this Agreement constitutes the sole and entire agreement with respect thereto, except as may otherwise be required by law or as explicitly or implicitly set forth as a required condition by the Board in its October 13, 2011 meeting. Any other representation, inducement, promise or agreement, whether oral or written, that is not embodied herein shall be of no force and effect.

5. This agreement shall be binding on the parties to it and their respective heirs, devisees, executors, administrators, successors and/or assigns; provided however that this agreement shall not become effective or enforceable until it has been approved by County Council of the County. Lake Keowee Investors hereby covenants and agrees that it shall not grant, bargain, sell or convey its right, title or interest in and to that certain piece, parcel or lot of land being described or shown as cross-hatched area labeled "Relocated Doug Hollow Road" on that certain plat or plan prepared by Cottingham and Associates, Inc., dated March 22, 2012 and revised April 2, 2012 attached as Exhibit "A" hereto, except for any conveyance to the County, without first assigning, by written assignment, this Agreement and all obligations of Lake Keowee Investors hereunder to such purchaser or grantee, with express written acknowledgment and acceptance of such assignment in a writing signed by the purchaser or grantee being delivered to the County.

In witness whereof, the parties have caused this Agreement to be executed by their respective duly authorized officers.

WITNESSES:

[Signature]
James H. Bolick

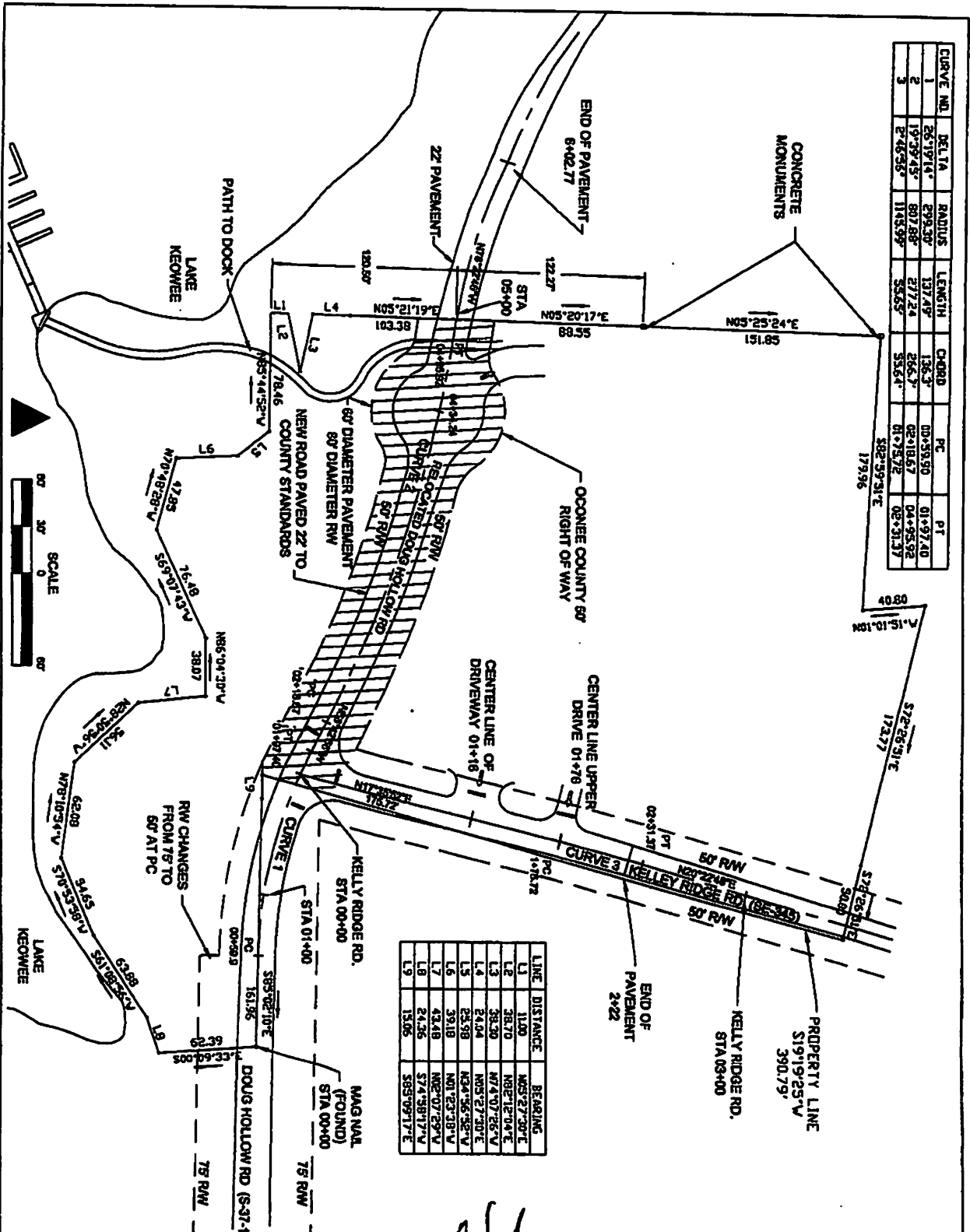
LAKE KEOWEE INVESTORS, INC.

By: *[Signature]*
L.R. CORRIGAN
Its: President

OCONEE COUNTY

By: _____
Its: _____

**EXHIBIT "A"
TO AGREEMENT**



CURVE NO.	DELTA	RADIUS	LENGTH	CHORD	PC	PT
1	86°19'14"	679.30'	137.49'	136.3'	00+59.90	01+97.40
2	19°39'45"	807.88'	277.24'	266.7'	02+18.67	04+95.92
3	8°46'58"	1145.99'	55.53'	53.64'	01+75.72	02+31.37

LINE	DISTANCE	BEARING
L1	11.00	N85°27'30"E
L2	38.70	N81°12'04"E
L3	38.30	N74°07'26"V
L4	24.04	N85°27'30"E
L5	25.98	N34°56'58"V
L6	39.18	N01°23'18"V
L7	42.48	N82°07'29"V
L8	24.38	S74°58'17"V
L9	13.06	S85°09'17"E



COTTINGHAM & Associates, Inc.
J. RICHARD COTTINGHAM, P.E., P.L.S.
 ENGINEERING, SURVEYING & CONSTRUCTION
 907 CARRIGAN CT • SENECA, SC 29672
 PHONE: (864) 888-8483 • FAX: (864) 882-2408
 MOBILE: (864) 710-1436 • EMAIL: richard@cottingham.com

**RIGHT OF WAY TO OCONEE COUNTY
(DOUG HOLLOW ROAD)**

NO.	DATE	REASON	PROJECT
1	4-2-12	REVISED	LIGHTHOUSE RESTAURANT

DATE: 22-MARCH-12 SHEET: 1 OF 1

STATE OF SOUTH CAROLINA)
COUNTY OF OCONEE)

IN THE COURT OF COMMON PLEAS
Case NO.: 2011-CP-37-1070

Lake Keowee Investors, Inc.,)
Petitioner,)

Vs.)

CONSENT ORDER

Oconee County South Carolina,)
Edalene Kelley and)
Duke Energy Carolinas, LLC,)
Respondents,)

This matter comes before the Court upon a Complaint filed on or about November 4, 2011 in the Clerk of Court for the County of Oconee, State of South Carolina by Lake Keowee Investors, Inc. seeking closure of a portion of Doug Hollow Road located in the County of Oconee, State of South Carolina and specifically requesting that portion in question be closed and abandoned and title to the underlying real property being vested and confirmed in Plaintiff.

A record of this action contains that all Defendants have been properly served and have consented to this order. Based on the exhibits and consent of the parties, I make the following findings of facts, conclusions of law, and enter the following order.

FINDINGS OF FACTS

1. This action was brought pursuant to South Carolina Code 57-9-10 et seq. of the South Carolina Code of Laws 1976, as amended, seeking to relocate Doug Hollow Road which necessitates closing a portion of said roadway located in the County of Oconee, State of South Carolina, which portion to be closed is more particularly shown as the shaded portion of said road on Exhibit "A" being from Point A and beyond Point B on said exhibit. That portion to be abandoned of Doug Hollow Road is a county road. The county having acquired the right-of-way from the SC Department of

Transportation pursuant to deed of right-of-way in Deed Book 1855, at Page 174, records of Oconee County.

2. Plaintiff has complied with South Carolina Code 57-9-10 et seq. South Carolina Code of Laws 1976, as amended by causing Notice of Intent to file its complaint to close a portion of the subject roadway to be advertised in the Journal on September 17, September 24 and October 1, 2011. A copy of the publisher's affidavit and notice are herein included as Exhibit "B" and incorporated herein.

3. That by Common Pleas actions 2011-CP-37-0458, the County of Oconee sought a declaratory judgment to determine legal interests for that section of Doug Hollow Road to be closed. The result of which was a consent order signed by the Honorable J. Cordell Maddox, Jr., and recorded in August, 2011 wherein it was determined that the Plaintiff and Defendants, Edalene Kelley and Duke Energy Carolinas, LLC, are the owners of real property adjacent and/or near to that section of Doug Hollow Road to be abandoned and that none of the parties hereto have property rights that prevented the abandonment and relocation of that portion of Doug Hollow Road. Said consent order is attached as Exhibit "C" herein. Further, all parties have been served as required by statute and the attorneys representing these parties have consented to this action.

4. Plaintiff filed its complaint to close said portion of Doug Hollow road on or about November 4, 2011, naming as defendants therein all persons or entities owning property abutting and/or near the portion of said road to be closed. Plaintiff owns the underlying portions of said road to be closed and/or all property on both sides of and abutting that portion of road to be closed and abandoned (See attached Exhibit "D").

5. That portion of Doug Hollow Road which Plaintiff is seeking to have closed and abandoned is shown on a drawing and attached as Exhibit "A" as heretofore referenced and that upon closure, the new road will be altered as shown on said plat.

6. The purpose of seeking the abandonment and closure of said portion of Doug Hollow Road is currently the road serves no purpose, new road location will offer better access to lands of the Defendants, and access of the public to buildings and possible future public use.

7. All property owners abutting other portions of Doug Hollow Road will continue to have full and complete use of new road.

8. The governing body of Oconee County has consented to the abandonment and closure of said portion as evidenced by Ordinance 211_____, adopted on first and second readings, with final reading dependent upon this consent order.

9. I find that no undue inconvenience will be caused property owners or other portions of Doug Hollow Road or the general public by the proposed closure and that the benefits to the public at large will provide the same or greater access and convenience to the public.

10. I find based upon the evidence submitted it is in the best interest of all concerned that the portion of Doug Hollow Road described hereinabove as shown on the attached drawing to be abandoned and closed and that title to closed portion be vested and confirmed in Plaintiff as its interest appears on said plat, their successors and/or assigns.

CONCLUSIONS OF LAW

1. Pursuant to Section 57-9-10, et seq., South Carolina Code of Laws, 1976, as amended, the Court of Common Pleas has jurisdiction to order the closing of a street, roadway, or highway and pursuant to Section 57-9-20 has jurisdiction to determine in whom title to the abandoned roadway is to be vested.

2. Plaintiff has complied with all provisions and requirements of Section 57-9-10, et seq., South Carolina Code of Laws, 1976, as amended.

3. All necessary parties named as Defendants in this action were properly served and consent to this order.

4. I conclude that the portion of Doug Hollow Road more particularly described herein and as shown on the attached Exhibit "A" should be declared abandoned and closed and that the title to the real property underlying the closed portion should be declared to be vested in and confirmed in the Plaintiff.

ORDER

1. IT IS HEREBY ORDERED that the portion of Doug Hollow road described herein and shown on Exhibit "A" attached hereto and made a part hereof by reference is declared closed and abandoned and that title to that closed portion of Doug Hollow Road is and shall hereafter be vested and confirmed in the parties as their interests appear in Exhibit "D", their successors and/or assigns, free of any public right-of-way for road purposes.

2. The portion of Doug Hollow Road hereby closed is described as follows:

That portion shown in the shaded area between Point "A" and beyond Point "B" on that certain engineering drawing by Cottingham & Associates, Inc. dated October 14, 2011, revised December 12, 2011 and April 17, 2012 as shown in Exhibit "A", attached hereto and made a part hereof by reference.

3. Pursuant to Section 57-9-30 of the South Carolina Code of Laws, 1976, as amended, the Register of Deeds for Oconee County shall record the order of this court and index the same in the deeds of real estate.

IT IS SO ORDERED!

Common Pleas Judge, 10th Judicial Circuit
Oconee County, South Carolina

_____, 2012
Walhalla, South Carolina

WE CONSENT:

LAKE KEOWEE INVESTORS, INC.

By: _____

OCONEE COUNTY, SOUTH CAROLINA

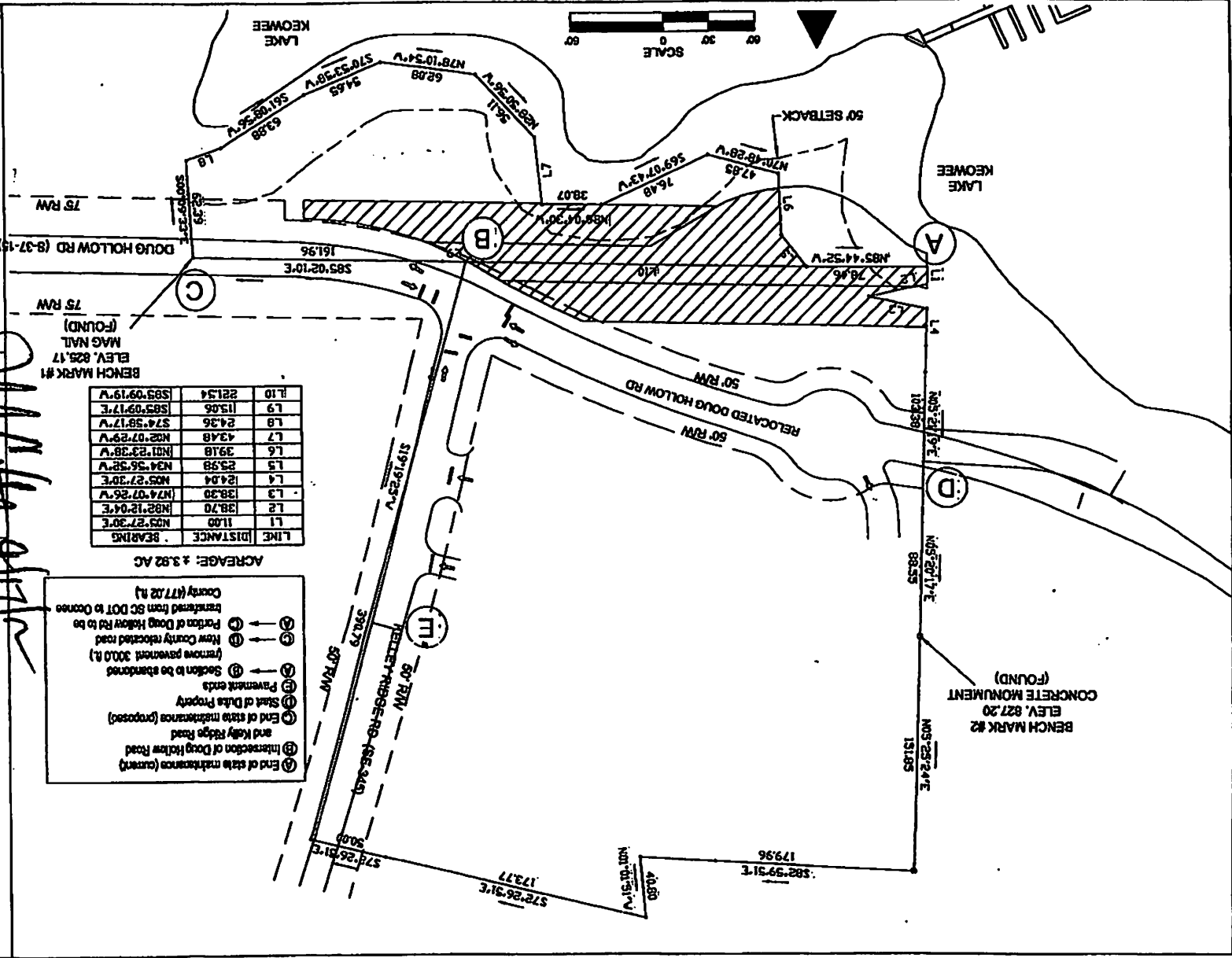
By: _____

DUKE ENERGY CAROLINAS, LLC

By: _____

EDALENE KELLEY

EXHIBIT "A"
TO CONSENT ORDER
CASE #: 2011-CP-37-1070



LINE	DISTANCE	BEARINGS
L1	11.00	N03°27'30"E
L2	138.70	N82°12'04"E
L3	138.30	N74°07'26"E
L4	124.04	N05°27'20"E
L5	23.58	N24°56'52"E
L6	39.18	N01°23'38"E
L7	43.48	N82°07'29"E
L8	24.36	S74°58'17"E
L9	115.06	S83°09'17"E
L10	221.54	S89°09'19"E

ACREAGE: ± 3.92 AC

- ⊙ End of state maintenance (current)
- ⊙ Intersection of Doug Hollow Road and Kelly Ridge Road
- ⊙ End of state maintenance (proposed)
- ⊙ Shift of Duke Property
- ⊙ Payment ends
- ⊙ Section to be abandoned (former pavement 300.0 A.)
- ⊙ New County relocated road (portion of Doug Hollow Rd to be transferred from SC DOT to Oconee County (477.02 A.)

COTTINGHAM & Associates, Inc.
J. RICHARD COTTINGHAM, P.E., P.L.S.
ENGINEERING, SURVEYING & CONSTRUCTION
907 CARRIGAN CT
SENECA, SC 29672
PHONE: (864) 888-4443 • FAX: (864) 888-2408
MOBILE: (864) 710-1495 • EMAIL: richard@cottingham.com

LEGAL DESCRIPTION OF SITE

LIGHTHOUSE RESTAURANT

NO.	DATE	REVISION	PREPARED BY
1	12-11-11	ADDITION	
2	04-17-12	AMEND	

SCALE: AS SHOWN
 SHEET 8 OF 10

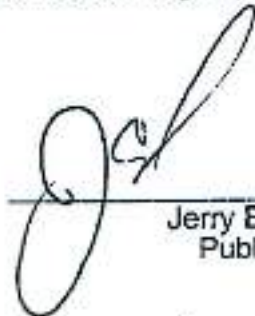
EXHIBIT "B"
TO CONSENT ORDER
CASE #: 2011-CP-37-1070

PUBLISHER'S AFFIDAVIT

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

IN RE: Michael J. Smith
Lake Keowee Investors, Inc.,
Petition - Relocation of a portion of
Doug Hollow Road

BEFORE ME the undersigned, a Notary Public for the State and County above named, this day personally came before me, Jerry Edwards, who being first duly sworn according to law, says that he is the Publisher of **THE JOURNAL**, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in **Oconee County, Pickens County** and the Pendleton area of **Anderson County** and the notice (of which the annexed is a true copy) was inserted in said papers on September 17, 24 and October 1, 2011 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.



Jerry Edwards
Publisher

Subscribed and sworn to before me this
3rd day of October, A.D. 2011



Jennifer A. White
Notary Public for South Carolina
My Commission Expires: 05/18/2014

**PLEASE TAKE
NOTICE**

Lake Keowee Investors, Inc. intends to petition through the Court of Common Pleas in Oconee County for the relocation of a portion of Doug Hollow Road, which includes closing an existing portion of this road (from Lake Keowee to intersection with Kelley Ridge Road).

For questions or concerns, contact Michael J. Smith, Attorney at Law, 10 Commons Blvd., Seneca, SC 29678 - 864-882-4600.

TRANSPORTATION

WANTED

**Junk Cars, Trucks,
Up to \$700**
7 days a week
Will pay cash &
pick-up same day
864-280-3519

**161 AUTOS FOR
SALE**

**FOR SALE: 1998
PORSCHE BOXSTER.**
Loaded & In Mint
Condition. Burgundy
Red w/Gray Leather
Interior. This Car Has All
Of The Available
Options. Plus A Hard
Top, Fiberglass Accent
Shell, Bra & Car Cover.
Less Than \$1,000
Original Miles.
Showroom New
Condition! Cost Over
\$48,000 New Sale Price
is \$17,900.

Call Steve at:
864-882-3272
For Details
Serious Buyers Only.

LEGALS

**PLEASE TAKE
NOTICE**

Lake Keowee Investors, Inc. intends to petition through the Court of Common Pleas in Oconee County for the relocation of a portion of Doug Hollow Road, which includes closing an existing portion of this road (from Lake Keowee to intersection with Kelley Ridge Road). For questions or concerns, contact Michael J. Smith, Attorney at Law, 10 Commons Blvd., Seneca, SC 29178 - 864-882-4800.

**NOTICE OF SALE BY
VIRTUE** of a decree heretofore granted in the case of: Branch Banking and Trust Company vs. Sara R. Smith a/k/a Sara Ruth Smith; C/A No. 11-CP-97-0332. The follow-

LEGALS

obtaining an independent title search prior to the foreclosure sale date. Beverly H. Whitfield, Clerk of Court for Oconee County 004335-02483; Samuel C. Waters, Esq. Attorney for Plaintiff P.O. Box 100200 Columbia, SC 29202-3200 (803) 744-4444 Website: www.rtlaw.com (see link to Resources/Foreclosure Sales)

NOTICE OF SALE
Case No.
2011-CP-97-420

BY VIRTUE of a decree heretofore granted in the case of PALMETTO TRUST OF SC, LLC VS. OAKLAWN, INC. AND LEWIS L. HENDRICKS, JR., Beverly Whitfield as Clerk of Court for Oconee County, will sell on Monday, October 3, 2011, at 11:00AM, at the Oconee County Courthouse, 205 W. Main Street, Walhalla, SC 29681, to the highest bidder: All that certain piece, parcel or lot of land situated, lying and being in the State of South Carolina, the County of Oconee, located on

LEGALS

West King Street, and being shown and designated as Lot No. 1, containing 0.757 acres, more or less, according to a plat prepared by Gregory Blake Sosebee for Joyce T. Collins dated March 23, 1995 and recorded August 2, 1999 in the Office of the Register of Deeds for Oconee County, South Carolina in Plat Book A-688 at Page 3. Reference to said plat is hereby made for a complete metes and bounds description. This being the same property conveyed to Oaklawn, Inc. by deed of Allstaff Temporary Services, Inc. dated January 31, 2005 and recorded February 14, 2005 in Book 1399 at Page 350 in the Office of the Register of Deeds for Oconee County, South Carolina. TMS# 530-10-03-008 Property Address: 332 West King Street, Westminster, SC 29693
TERMS OF SALE: The successful bidder, other than the plaintiff, will deposit with the Clerk of Court at conclusion of

LEGALS

the bidding, five percent (5%) of the bid, in cash or equivalent, as evidence of good faith; same to be applied to the purchase price in case of compliance, but to be forfeited and applied first to costs and then to plaintiff's debt in the case of non-compliance. If the Plaintiff's representative is not in attendance at the scheduled time of the sale, the sale shall be canceled and the property sold on some subsequent sales day after due advertisement. Should the last or highest bidder fail or refuse to make the required deposit at time of bid or comply with the other terms of the bid within twenty (20) days then the Clerk of Court may re-sell the property on the same terms and conditions on some subsequent Sales Day (at the risk of the said highest bidder). As a deficiency judgment is sought, the bidding will remain open thirty (30) days after the date of sale. Purchaser to pay for preparation of deed

SERVICE
BEST LOCAL SERV

**APPRAISAL
SERVICE**

**BLAKEMORE
APPRAISAL
SERVICE, LLC**



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Your Needs &
Questions with
Property Values:**

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Sybil Anderson
GREENVILLE, OCONEE, FLORENCE
CALL FOR A FREE QUOTE
864.723.7615

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U.S. Veteran Discount

John
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Oconee

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- Built-ins
- Book shelves
- Wood counter tops
- Entry doors
- Custom furniture
- Quality finish carpentry.

**FREE
ESTIMATES**
tcgwoodworks.com
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EXHIBIT "C"
TO CONSENT ORDER
CASE #: 2011-CP-37-1070

STATE OF SOUTH CAROLINA)

COUNTY OF OCONEE)

Oconee County, South Carolina)

Plaintiff)

v.)

Lake Keowee Investors, Inc., et al.)

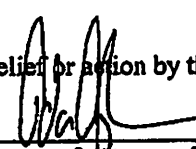
Defendant.)

IN THE COURT OF COMMON PLEAS

CASE NO.

2011-CP-37-0458

MOTION AND ORDER INFORMATION
 FORM AND COVER SHEET

Plaintiff's Attorney: Adam R. Artigliere, Bar No. 75328 Address: P.O. Box 4086, Anderson, SC 29622 phone: 864-226-1688 fax: 864-225-6456 e-mail: aartigliere@mncnair.net other:	Defendant's Attorney: , Bar No. Address: phone: fax: e-mail: other:
<input type="checkbox"/> MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III) <input type="checkbox"/> FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III) <input checked="" type="checkbox"/> PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)	
SECTION I: Hearing Information	
Nature of Motion: Estimated Time Needed: Court Reporter Needed: <input type="checkbox"/> YES / <input type="checkbox"/> NO	
SECTION II: Motion/Order Type	
<input type="checkbox"/> Written motion attached <input checked="" type="checkbox"/> Form Motion/Order I hereby move for relief or action by the court as set forth in the attached proposed order.	
 Signature of Attorney for <input checked="" type="checkbox"/> Plaintiff / <input type="checkbox"/> Defendant	August 3, 2011 Date submitted
SECTION III: Motion Fee	
<input checked="" type="checkbox"/> PAID - AMOUNT: 25.00 <input type="checkbox"/> EXEMPT: <input type="checkbox"/> Rule to Show Cause in Child or Spousal Support (check reason) <input type="checkbox"/> Domestic Abuse or Abuse and Neglect <input type="checkbox"/> Indigent Status <input type="checkbox"/> State Agency v. Indigent Party <input type="checkbox"/> Sexually Violent Predator Act <input type="checkbox"/> Post-Conviction Relief <input type="checkbox"/> Motion for Stay in Bankruptcy <input type="checkbox"/> Motion for Publication <input type="checkbox"/> Motion for Execution (Rule 69, SCRPC) <input type="checkbox"/> Proposed order submitted at request of the court; or, reduced to writing from motion made in open court per judge's instructions Name of Court Reporter: <input type="checkbox"/> Other:	
JUDGE'S SECTION <input type="checkbox"/> Motion Fee to be paid upon filing of the attached order. <input type="checkbox"/> Other:	JUDGE _____ CODE: _____ Date: _____
CLERK'S VERIFICATION	
Collected by: <u>B. Hightower</u> Date Filed: _____	
<input checked="" type="checkbox"/> MOTION FEE COLLECTED: <u>\$25.00</u> <input type="checkbox"/> CONTESTED - AMOUNT DUE: _____	

FILED OCONEE, SC
 BERNARD H. WHITFIELD
 CLERK OF COURT
 2011 AUG 12 A 10:26

STATE OF SOUTH CAROLINA)
)
COUNTY OF OCONEE)

IN THE COURT OF COMMON PLEAS
Case NO.: 2011-CP-37-0458

Oconee County, South Carolina,)
)
Petitioner,)

Vs.)

CONSENT ORDER

Lake Keowee Investors, Inc.,)
Edalene Kelley, Cottage at)
Keowee, LLC, a/k/a Cottages at)
Keowee, LLC and The South)
Carolina Department of)
Transportation,)
)
Respondents,)

FILED OCONEE, SC
BEVERLY H. WHITEFIELD
CLERK OF COURT
2011 AUG 12 A 10:26

WHEREAS, an existing public roadway commonly known as Doug Hollow Road is currently controlled and maintained by the South Carolina Department of Transportation; and,

WHEREAS, Lake Keowee Investors, Inc. has presented plans for construction of a restaurant, and as a part of such plans, a portion of Doug Hollow Road (S-37-15) will be relocated at the expense of Lake Keowee Investors, Inc.; and,

WHEREAS, as a further part of such plans, a portion of Doug Hollow Road which exclusively crosses property of Lake Keowee Investors, Inc. will be abandoned; and,

WHEREAS, by Resolution R2011-07, Oconee County sought to determine by Declaratory Judgment action, the legal interests in certain real property specifically that portion of Doug Hollow Road which will be abandoned; and,

WHEREAS, pursuant to Resolution R2011-07, Oconee County filed an Amended Summons and Complaint on or about June 15, 2011 requesting the Court to declare respective property rights, if any as prayed for in the Amended Complaint; and,

WHEREAS, none of the Respondents, Lake Keowee Investors, Inc., Edalene Kelley and Cottage at Keowee, LLC a/k/a Cottages at Keowee, LLC assert any claims to the current declaratory judgment action that would prevent the proposed relocation of a portion of Doug Hollow Road as identified in the plan referenced in Paragraph Twenty-One (21) of the Amended Complaint; and,

WHEREAS, Respondent, South Carolina Department of Transportation, is not opposed to quitclaiming to Oconee County any interest it owns in the portion of Doug Hollow Road from Point A to Point C identified in Exhibit A referenced in Paragraph Twenty-One (21) of the Amended Complaint and made a part thereof and is not opposed to the proposed relocation of that same portion of Doug Hollow Road.

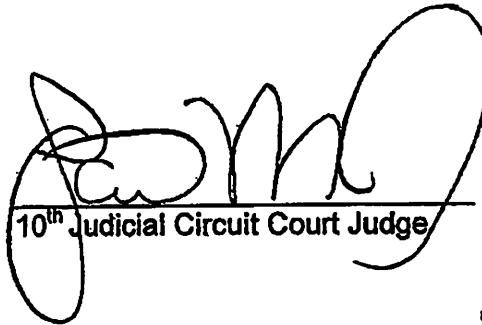
NOW, THEREFORE, the Court finds:

1. That with the exception of a small triangular wedge referenced in Paragraph Sixteen (16) of the Amended Complaint, and a small strip of land owned by Edalene Kelley, the Respondent, Lake Keowee Investors, Inc., is the

owner of the real property adjacent to that section of Doug Hollow Road to be abandoned.

2. The Respondents, Lake Keowee Investors, Inc.; Edalene Kelley and Cottage at Keowee, LLC a/k/a Cottages at Keowee, LLC, do not have any property rights that prevent the abandonment and relocation of the portion of Doug Hollow Road as referenced in Paragraph Twenty-One (21) of the Amended Complaint.

IT IS SO ORDERED!


10th Judicial Circuit Court Judge

8-10, 2011

CONSENT:

OCONEE COUNTY

By: 

FILED OCONEE, SC
BEVERLY H. WHITFIELD
CLERK OF COURT
2011 AUG 12 A 10:26

A TRUE COPY
AUG 12 2011
CLERK OF COURT - OCONEE COUNTY

WE CONSENT:

OCONEE COUNTY

By: _____

LAKE KEOWEE INVESTORS, INC.

By: Edalene Kelley

EDALENE KELLEY

**COTTAGE AT KEOWEE, LLC a/k/a
COTTAGES AT KEOWEE, LLC**

By: _____

**THE SOUTH CAROLINA
DEPARTMENT OF TRANSPORTATION**

By: _____

WE CONSENT:

OCONEE COUNTY

By: _____

LAKE KEOWEE INVESTORS, INC.

By: _____

EDALENE KELLEY

**COTTAGE AT KEOWEE, LLC a/k/a
COTTAGES AT KEOWEE, LLC**

By: *KV [Signature]*

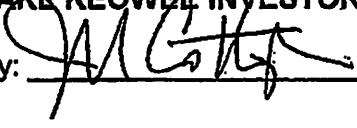
Its: *MANAGER*

**THE SOUTH CAROLINA
DEPARTMENT OF TRANSPORTATION**

By: _____

I CONSENT:

LAKE KEOWEE INVESTORS, INC.

By: 

I CONSENT:

**THE SOUTH CAROLINA DEPARTMENT
OF TRANSPORTATION**

By: *Linda C McDonald*

Linda C. McDonald
Chief Counsel

EXHIBIT "D"
TO CONSENT ORDER
CASE #: 2011-CP-37-1070

(SEE ATTACHED)

FILED FOR RECORD
OCONEE COUNTY, S.C.
REGISTER OF DEEDS
STATE OF SOUTH CAROLINA)
COUNTY OF OCONEE) TITLE TO REAL ESTATE
2008 JAN -8 P 3:59

0005
011250

OCONEE COUNTY
STATE TAX 195.00
COUNTY TAX 82.50
EXEMPT

KNOW ALL MEN BY THESE PRESENTS that PHILLIP H. GREER, for and in consideration of the sum of Seventy Five Thousand and No/100 (\$75,000.00) Dollars, the receipt of which is hereby acknowledged, has granted, bargained, sold and released and by these presents do grant, bargain, sell and release unto LAKE KEOWEE INVESTORS, INC., Its Successors and Assigns Forever:

All that certain piece, parcel or lot of land lying and being situate in the State of South Carolina, County of Oconee, being known and designated as Lot Number Four-A as shown on a plat thereof recorded in Plat Book P-37, at Page 211, records of Oconee County, South Carolina.

This conveyance is made subject to that certain right-of-way and easement as set forth in Deed Book 11-S, at Page 117, records of Oconee County, South Carolina.

This conveyance is made subject to those easements and/or rights-of-way as may appear on the premises and/or of record and all zoning and setback requirements.

This being the remainder of the property conveyed unto Phillip H. Greer by deed of Samuel Ray Kelley and Aretta H. Kelley, recorded in Deed Book 11-S, at Page 116, records of Oconee County, South Carolina, after the conveyance of Lots Four-B (4-B), and Four-C (4-C) by deeds recorded in Deed Book 11-S, at Page 117 and in Deed Book 11-S, at Page 118, records of Oconee County, SC.

Recorded this day of Jan
Book 1638 Page 80405
Auditors Oconee County, S.C.
Amanda R. Nix

Grantee's Address:
907 GARRIGAN Ct
Severe S.C 29472

THIS PROPERTY DESIGNATED AS
MAP 151 SUB 00 BLK 01 PARC 021
ON GOONEE COUNTY TAX MAPS
Leslie Smith
OCONEE COUNTY ASSESSOR

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said grantee(s) and the grantee's(s') heirs or

The plat hereon represents a portion of the
Joel F. Kelley Estate. It is known and design-
ated as Lot #4 and it is located about
16 miles west of Pickens and it is to be
deeded to Samuel Roy Kelley and Arctia H.
Kelley.

Scale: 1"=100'

July 2, 1971

Walter S. Davis
Reg. 1861

State of South Carolina
Oconee County

Oconee County, S.C.

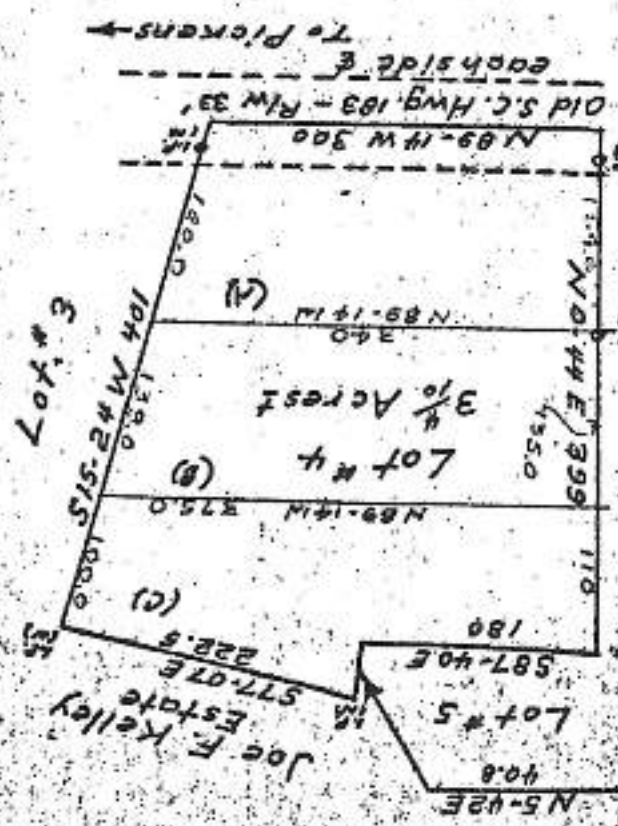
C.C.P.A.S.

Walter S. Davis

Page 21 and Certified:

A.D. 1973
day of July
P-37

Duke Power Co.



each side &
To Pickens

Joe F. Kelley
Estate

PROPERTY DESCRIPTION FROM DEED RECORDED NOVEMBER 3, 2008 IN DEED BOOK 1690, AT PAGE 239, RECORDS OF OCONEE COUNTY, SOUTH CAROLINA WHEREIN CRESCENT COMMUNITIES S.C., LLC CONVEYED SAID PROPERTY TO LAKE KEOWEE INVESTORS, INC.

EXHIBIT A

All references to recording information shall refer to documents that were recorded in the Office of the Register of Deeds for the county in which the Property is located.

All that certain tract of land located in Seneca Township, Oconee County, South Carolina, designated as "0.740 Ac. Total" on plat recorded in Plat Book B284, Page 9 ("Plat"); AND BEING all or a portion of the land conveyed to S. C. Land & Timber Corp. (presently known as Crescent Resources, LLC) by deed from J. J. Norton, Jr. (K-217) recorded in Deed Book 9N, Page 251; and by deed to Crescent Communities S.C., LLC from Crescent Resources, LLC recorded in Deed Book 1326, Page 50.

Tax Parcel No.: P/O 163-09-01-001A

FILED FOR RECORD
OCONEE COUNTY, S.C.
REGISTER OF DEEDS
2008 NOV - 3 PM 3:44

PPAB 1488577v2

~1

**STATE OF SOUTH CAROLINA
OCONEE COUNTY
RESOLUTION R2011-17**

A RESOLUTION AUTHORIZING AND CONSENTING TO THE JUDICIAL ABANDONMENT AND CLOSURE OF DOUG HOLLOW ROAD (THE "ROAD") CONTINGENT UPON THE OCCURRENCE OF CERTAIN DESCRIBED MATTERS AND CONDITIONS; AND OTHER MATTERS RELATED THERETO.

WHEREAS, public records indicate that Lake Keowee Investors, Inc. (the "Developer") owns certain real property (the "Developer Property") in Oconee County (the "County"); and,

WHEREAS, an existing public roadway commonly known as Doug Hollow Road (the "Road") is currently controlled and maintained by the South Carolina Department of Transportation ("SCDOT"); and,

WHEREAS, the Developer has presented plans to Oconee County to build a restaurant on the Developer Property, and as a part of such plans, the Developer desires to relocate the portion of the road and abandon a section of that portion of the road that exclusively crosses the Developer Property, as is more specifically shown on Exhibit A, attached hereto and incorporated herein by this reference (the "Portion of the Road"); and,

WHEREAS, the Developer has requested that Oconee County accept a certain Portion of the Road from SCDOT so that the Portion of the Road may be efficiently and determinatively abandoned and relocated; and,

WHEREAS, during the March 15, 2011 meeting of Oconee County Council, and in other public statements, several citizens expressed concern that certain rights that they may have in the Portion of the Road, or ancillary to the Portion of the Road, may be impacted by an abandonment and relocation of the Portion of the Road; and,

WHEREAS, while Oconee County believes that the general plans set forth by the Developer will have a positive impact on Oconee County and its citizens, Oconee County does not desire to negatively impact legitimate property rights citizens may have in the Portion of the Road, or ancillary to the Portion of the Road, by and through an abandonment and relocation of the Portion of the Road; and,

WHEREAS, on April 5, 2011, Oconee County, acting by and through the Oconee County Council ("County Council"), in meeting duly assembled, enacted Oconee County Resolution R2011-07 (the "Resolution"), which, among other things, indicated certain steps and procedures and established certain terms and conditions that would have to occur prior to Oconee County consenting to judicial closure and abandonment of the Portion of the Road; and

WHEREAS, subsequent to the adoption of Oconee County Resolution R2011-07, the South Carolina Department of Transportation has conveyed to Oconee County, and Oconee County has accepted from the South Carolina Department of Transportation, the Portion of the Road; and

WHEREAS, the Developer has begun construction of a replacement roadway for the Portion of the Road, working with Oconee County to design and construct such substitute relocation of the Portion of the Road to Oconee County's standards and satisfaction; and

WHEREAS, the County has entered into an agreement with the Developer (the "Agreement") establishing the terms, conditions, standards and requirements under which Oconee County would consent to abandonment and closure of the Portion of the Road; and

WHEREAS, the Developer has now filed a lawsuit (the "Suit"), pursuant to Section 57-9-10, South Carolina Code of Laws, 1976, as amended, seeking judicial closure and abandonment of the Portion of the Road; and

WHEREAS, all abutting property owners and other concerned citizens and the Developer have resolved all issues between them, relating to the Road, to the satisfaction of all, to the County's knowledge and belief; and

WHEREAS, Oconee County, acting by and through the Oconee County Council, the Oconee County Administrator, and the Oconee County Roads and Bridges Department has followed all procedures specified in Section 26-9 (the "Section") of the Oconee County Code of Ordinances, pertaining to requests for the closure and abandonment of public roads in Oconee County, with regard to the request to close and abandon the Portion of the Road, and has determined that judicial closure and abandonment of the Portion of the Road, if accompanied by the relocation of the Portion of the Road to the standards and satisfaction of Oconee County as established in the Section and the Agreement, and with public acceptance for public use of such replacement of the Portion of the Road, would be in the best interests of the County and its citizens; and

WHEREAS, Oconee County Council desires to authorize the Oconee County Attorney, acting on behalf of Oconee County, to consent to the judicial closure and abandonment of the Portion of the Road in the Suit, contingent, specifically, on the Developer completing the relocation of the Portion of the Road to the standards and satisfaction of Oconee County, as set forth in the Section and in the Agreement, and dedication by the Developer and acceptance by the County or other appropriate public body of such relocation of the Portion of the Road as a public road and as a part of The Road:

NOW, THEREFORE, it is hereby resolved by Oconee County Council, in meeting duly assembled that:

1. Contingent upon the Developer constructing a suitable replacement for the Portion of the Road to the standards of and satisfaction of Oconee County and dedicating such relocation of the Portion of the Road to Oconee County, or other appropriate public body, and

Oconee County or other appropriate public body accepting such relocation of the Portion of the Road, Oconee County, acting by and through the Oconee County Council, hereby consents to the judicial closure and abandonment of the Portion of the Road in accordance with the Section, and authorize the Oconee County Attorney to so consent in the Suit.

2. The Oconee County Attorney is hereby directed to answer the judicial complaint of the Developer, in the Suit, pursuant to the Section, by consenting to the judicial closure and abandonment of the Portion of the Road, as set forth herein, contingent on the satisfactory completion of the replacement for the Portion of the Road to the standards and satisfaction of Oconee County, as set forth in the Section and the Agreement, the dedication of such replacement for the Portion of the Road to public use by the Developer, and acceptance by Oconee County, or other appropriate public body, of the replacement for the Portion of the Road as a public road, for public use, as a part of the Road.

3. The Oconee County Administrator and the Oconee County Attorney are hereby authorized and directed to prepare all documents and do all things which are necessary to fully implement this Resolution, so long as such acts are reasonably related to the contents and terms of this Resolution.

4. All Orders and Resolutions of Oconee County inconsistent with this Resolution are hereby revoked, rescinded, and repealed, and this Resolution shall control, to the extent of such inconsistency, only.

5. This Resolution shall take effect immediately upon enactment.

RESOLVED this 6th day of December, 2011, in meeting duly assembled.

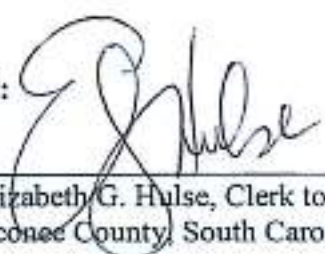
OCONEE COUNTY, SOUTH CAROLINA

By:


Joel Thrift, Chairman of County Council
Oconee County, South Carolina

ATTEST:

By:


Elizabeth G. Hulse, Clerk to County Council
Oconee County, South Carolina



Boards & Commissions

Boards & Commissions	State / OC Code Reference	Reps [DX-At Large]	Co-Terminus	Term Limits	4 Year Term	Meeting Date to Appoint	Paul Corbell	Wayne McCall	Archie Barron	Joel Thrift	Reg Dexter		
							2010-2014	2008-2012	2010-2014	2008-2012	2008-2012	2010-2014	2008-2012
							District I	District II	District III	District IV	District V	At Large	At Large
Aeronautics Commission	2-262	5 - 2	YES	YES	YES	Jan - June 2013	Randy Renz	Dan Suddeth	Edward Perry	Dan Schmeidt	Ronald Chiles	Thomas Luke	Michael Gray
Arts & Historical Commission	2-321	5 - 2	YES	YES	YES	Jan - June 2013	Rick Bertha	Luther Lyle	Al Robinson	Barbara Waters	Henry Richardson	Bess Ciupak	Jean D. Barnwell
Board of Zoning Appeals	38-6-1	5 - 2	YES	YES	YES	Jan - June 2013	Allen Medford	Sammy Lee	Gary Littlefield	Marty McKee	Dick Hughes	Berry Nichols	Paul Reckert
Building Codes Appeal Board		5 - 0	YES	YES	YES	Jan - June 2013	Roger Mize	Neal Workman	Bob DuBose	Mike Willimon	Harry Tollison		
Economic Development Commission	24-31	5 - 0	YES	YES	YES	Jan - June 2013	Kim Alexander	Harold Gibson	Hank Field	Sam Dickson	Gene Blair		
Scenic Highway Committee	26-151	0 - 2	YES	YES	YES	Jan - June 2013						Allen D. Boggs	Judy Koepnick
Library Board	4-9-36 / 18-1	0 - 9	YES	YES	YES	Jan - June 2013	2013: R. Daniel Day, John Adams, Jody Gaulin, Vicki Miller, Carol Baumgarner, P. Ellis Hughes / 2016: OPEN , William Caster, Sally Long						
Planning Commission	6-29-310 32-4	5 - 2	YES		YES	Jan - June 2013	Andrea Heller	Howard Moore	William Gilster	Tommy Abbott	Ryan Honea	Gwen McPhail	John Lyle
Anderson-Oconee Behavioral Health Services Commission	2-291	0 - 7	YES	YES	YES	June	Steve Jenkins, Harold Alley, Louie Holleman, Wanda Long, Fred Hamilton, Joan Black, Jere DuBois						
Capital Project Advisory Committee	2-391	CC, PC, Infra + 2	NO	YES	1 yr	May 2012	Council Representative [Pcorbell-2], Planning Commission [G McPhail-1], Representative, Infrastructure Advisory Representative [B Winchester-1] Appointments = Yearly					John Rau [2]	David Mead [2]
Infrastructure Advisory Commission	34-1	N/A	NO	NO	NO	January	Council Representative Appointed Annually						
ACOG BOD				NO	NO	JAN 2013	Council Rep: CC CHAIR or designee [yearly]; 2 yr terms Citizen Rep: Bob Winchester, Minority Rep: Bennie Cunningham						
Worklink Board						N/A	Worklink contacts Council w/ recommendations when seats open						
Conservation Bank Board	2-381	Appointed by Category	YES	YES			Shea Airey, Bob Hill, Rocky Nation, Lynn Harwell, Ed Land, Andy Lee, Marvin Prater						
PRT Commission	2-381	Appointed by Industry	YES	YES	June 2013		2013: Luther Lyle, Barbara Waters, Henry Richardson & Jeannie Dobson Barnwell			2015: Rick Bertha, Al Robinson & Bess Ciupak			

OCONEE COUNTY BOARD / COMMISSION / COMMITTEE CANDIDATE LISTING

	DX	AT LARGE	Reappoint Request	AERONAUTICS	PUBLIC SAFETY	REGULATORY	PLANNING	EDUCATION	TOURISM & REC.	Questionnaire Received Date
* Abbott, Julian	1	Yes					x		x	May 2012
* Adelberg, Martin	1							x		August 2012
* Amsden, Gregory	1						x			May 2012
Buddin, Glenn	1	Yes					x			
Champion, Alisa	1							x		
Denny, Keith	1						x			
Fuller, Donald	1	Yes					x			
Lengyel, Edward	1	Yes					x			
Little, John	1	Yes					x			
* Lovely, Linda	1						x			May 2012
MacLeod, Steven	1				x		x			
Martin, Lynn	1	Yes					x			
McKibben, James	1				x					
Owen, Donald	1	Yes					x			
Smith, Charles	1	Yes			x		x			
* Soper, Phillip	1						x			May 2012
Watson, Susan	1						x			
Allen, John W.	2	NO					x			
* Graham, William	2	Yes			x		x			May 2012
Hedden, David	2						x			
King, Stanley	2	Yes			x		x			
* Lyle, Luther **	2	Yes						x	x	June 2012
Moore, Steve	2	Yes					x			
* Moss, Luther	2						x	x	x	May 2012
* Nichols, Berry **	2	Yes	Yes		x	x - BZA	x	x	x	May 2012
Rochester, Matt	2	NO				x				
Stephens, Kyle	2	Yes					x			
Wilbanks, Charles	2	Yes			x		x		x	
Wilson, Duane	2	Yes			x		x		x	
Adams, Brit	3	Yes					x			
Littlefield, Gary	3		Yes			x - BZA				
Nicholson, Grant	3						x			
Roth, Doug	3	Yes					x			
Bayliss, Peggy	4	Yes					x			
Cain, Richard	4	Yes					x			
* Dunn, Kenneth	4				x					May 2012
Linsin, Larry	4	Yes					x			
* Sanders, Jenny	4						x			June 2012
Ables, Frank	5						x			
Mast, Samuel	5					x				
* Reckert, Paul	5	Yes	YES			x - BZA				May 2012
* Taylor, Priscilla	5				x			x		May 2012

** Luther Lyle: Currently Serving Member of the Arts & Historical Commission

** Berry Nichols: Currently Serving Member of the Board of Zoning Appeals - requested reappointment when appropriate

OCONEE COUNTY BOARD / COMMISSION / COMMITTEE CANDIDATE LISTING

DX	AT LARGE Reappoint Request	AERONAUTICS	PUBLIC SAFETY	REGULATORY	PLANNING	EDUCATION	TOURISM & REC.	Questionnaire Received Date
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Areas of Interest [please check one or more]	Board/Commissions Applicable to Interests
Aeronautics	Aeronautics Commission
Public Safety, Health & Welfare	Anderson-Oconee Behavior Health Services Commission Emergency Services Commission
Regulatory	Building Codes Appeal Board Parks, Recreation & Tourism Commission Board of Zoning Appeals
Planning Activities	Appalachian Council of Governments Board of Directors Board of Zoning Appeals Capital Project Advisory Committee Conservation Bank Board Economic Development Commission Planning Commission Scenic Highway Committee
Education	Arts & Historical Commission Library Board
Tourism & Recreation	Arts & Historical Commission Parks, Recreation & Tourism Commission Scenic Highway Committee

Beth Hulse

From: W J JR KENNEDY <kennedy5220@bellsouth.net>
Sent: Monday, July 23, 2012 10:03 PM
To: Sally Long; john@adamscommercial.com; Jody G. Gaulin; Daniel Day; Ellis Hughes; Carol Baumgarner; William Caster
Cc: Philip Cheney; Barbara Askew; Blair Hinson; Beth Hulse
Subject: Resignation

July 23,2012

Board Members -

I hereby resign from the Oconee County Library Board of Trustees, effective immediately, both as chair and as a member. I have enjoyed working with you for the benefit of the citizens of Oconee County. It has been real pleasure to work closely with you as professionals and with other professionals including Philip Cheney, Barbara Askew, and Blair Hinson. You are well on your way to getting a new library for the county in Seneca, and I wish you the best of luck. As Intold you tonight at the Board meeting, my wife and I have just accepted an offer for our home in Seneca and will be moving to Hawaii as soon as possible to live near our daughter and her husband, and their two small daughters. You folks are doing good work for Oconee County.

W. J. (Biff) Kennedy, Ph.D., P.E., former chair
Oconee County Library Board of Trustees

LIBRARY BOARD:

	Term	Term Ends	**District
John Adams P. O. Box 136, Mt. Rest, SC 29664 638-7470 [h] 886-8880 [w] John@AdamsCommercial.com	4 yrs	March, 2013	II
Sally Long 1760 Gin House Hill Road, Westminster, SC 29693 647-1176 [h] slongreader@yahoo.com	4 years	March 2015	IV
Carol Baumgarner P.O. Box 329, West Union, SC 29696 638-9939 [h] 638 4237 [w] 723-2267 [c] baumgarn@bellsouth.net	4 yrs	March, 2013	II
R. Daniel Day 100 W. Bluebird Drive, Seneca, SC 29672 882-0310 [h] 638-3133 [w] rdday@innova.net	4 yrs	March, 2013	III
Jody Gaulin 14035 Richardson Drive, Seneca, SC 29678 882-0559 [h] 886-4107 [w] 886-3107 [c] Jody.g.gaulin@jci.com	4 yrs	March, 2013	V
P. Ellis Hughes PO Box 141 [mailing address] 391 Rabbithead Road, Mountain Rest, SC 29664 638-0059[h] 723-1783[c] ellishughes@mac.com	4 yrs	March, 2013	II
William A. Caster 668 Childress Drive Townville, SC 29689 972-4736 [h] 910-617-9500 [c] Bcaster63@gmail.com	4 yrs	March 2015	V
Vicki Miller 14072 Richardson Drive, Seneca, SC 29678 985-0765 [h] 247-4762 [c]	4 yrs	March, 2013	V
OPEN	4 yrs	March 2015	

Ordinance 79-8 Established the Library System for Oconee County The system shall be managed and directed by a Board of Trustees consisting of nine (9) members appointed by Council; Four year terms – **as much as possible represent geographical areas of county**.** Library Board Receives No Compensation

PURCHASE ORDER

*Emailed to Pam 8/15-RC
She will send to vendor.*

DUPLICATE

BILL TO:

OCONEE COUNTY
415 SOUTH PINE STREET
WALHALLA SC 29691

PURCHASE ORDER NO: 49450

This PO number must appear on all packages
and correspondence

1 of 3

PHONE: 864-638-4141

FAX: 864-638-4142

VENDOR: 81083

TELSMITH, INC.
P.O. BOX 934302
ATLANTA GA 31193--382

SHIP TO:

ROCK QUARRY
686 ROCK QUARRY ROAD
WALHALLA SC 29691

864-638-4214

Notes to Vendor:

Order Date: 08/10/2012

Date Required: 09/10/2012

Ship Via:

BEST WAY

Quantity	U/M	Catalog No	Description	Unit Price	Total
1.00			TELSMITH PARTS AS FOLLOWS	0.000	0.00
2.00	EA		E-273-616, KEY 1/2" SQ	40.000	80.00
1.00	EA		JA-273-1713, MAIN FRAME BRG RET RIG	2,280.750	2,280.75
1.00	EA		JB-273-1713, MAIN FRAME BRG RET RIN	2,219.040	2,219.04
16.00	EA		13V88, HHCS	1.780	28.48
16.00	EA		26B48, CHW, 3/4"	1.000	16.00
2.00	EA		A-273-617, SHAFT WASHER	119.960	239.92
4.00	EA		15R22, HHCS	3.430	13.72
4.00	EA		10S89, CHW, 1"	1.000	4.00
2.00	EA		B-273-1708, THRUST SHAFT	510.950	1,021.90
2.00	EA		E-273-1708, THRUST SHAFT END	579.820	1,159.64
4.00	EA		26D36, SHCS	1.820	7.28
2.00	EA		A-273-1708, THRUST ROD	492.290	984.58
2.00	EA		C-273-1708, THRUST WASHER	476.040	952.08
2.00	EA		61A14, NUT, HEX	10.300	20.60
12.00	EA		15R26, HHCS	2.560	30.72
12.00	EA		26B47, CHW	1.000	12.00
4.70	EA		60V75, HOSE, HYD	2.730	12.83
4.00	EA		60L74, HOSE END 43	4.780	19.12
2.00	EA		61A68, ADAPTER "S"	59.410	118.82
4.00	EA		23F60, FTG, HYD, JIC, NPT	1.000	4.00
2.00	EA		23B22, PIPE CPLG	1.000	2.00
2.00	EA		23C72 FTG, LUBE	2.930	5.86
2.00	EA		20D04, CLAMP, 1/2"	1.000	2.00
2.00	EA		12J13, NUT, SQUARE 2-1/4"	28.770	57.54
4.00	EA		10G74, PLUG, 1/8"	1.000	4.00
2.00	EA		GA-273-1713, SWINGING JAW SHAFT	861.450	1,722.90
2.00	EA		60Z97, BEARING	6,132.030	12,264.06
16.00	EA		16Y26, HHCS	4.210	67.36

PURCHASE ORDER

DUPLICATE

BILL TO:

OCONEE COUNTY
415 SOUTH PINE STREET
WALHALLA SC 29691

PURCHASE ORDER NO: 49450

This PO number must appear on all packages
and correspondence

2 of 3

PHONE: 864-638-4141 FAX: 864-638-4142

VENDOR: 81083

TELSMITH, INC.
P.O. BOX 934302
ATLANTA GA 31193--382

SHIP TO:

ROCK QUARRY
686 ROCK QUARRY ROAD
WALHALLA SC 29691

864-638-4214

Notes to Vendor:

Order Date: 08/10/2012 Date Required: 09/10/2012 Ship Via: BEST WAY

Quantity	U/M	Catalog No	Description	Unit Price	Total
16.00	EA		26B47, CHW, 7/8"	1.000	16.00
6.00	EA		60Z90, OIL SEAL 13"	431.600	2,589.60
2.00	EA		NA-273-1713, MAIN BRG-SWING	1,614.050	3,228.10
2.00	EA		BV-17-32, KEY	2.140	4.28
2.00	EA		KA-273-1713, MAIN FRAME BRG	1,148.080	2,296.16
2.00	EA		RA-273-1713, MF BEARING MOUNT	5,273.990	10,547.98
2.00	EA		F-273-616, KEY 1-1/2"	49.730	99.46
4.00	EA		10G74, PLUG, 1/8" SL HD	1.000	4.00
2.00	EA		10G70, PLUG, 1/4" SL HD	1.000	2.00
1.00	EA		LA-273-1713, MAIN FRAME BRG	2,080.880	2,080.88
1.00	EA		LB-273-1713, MAIN FRAME BRG	1,851.010	1,851.01
16.00	EA		15S88, HHCS 3/4"	1.610	25.76
16.00	EA		26B48, CHW, 3/4"	1.000	16.00
2.00	EA		HA-273-1713, MAIN FRAME BRG OUTER	2,542.020	5,084.04

ITEM NUMBERS, NAME, PRICING PER YOUR QUOTE
#SQ-114998-1 AND E-MAIL DATED 5/25/2012

ATTN. KAREN BYNUM

SubTotal	51,196.47
Sales Tax	0.00
Order Total	51,196.47

Requested By: RICK MARTIN

Account Distribution

REV	APPRV.	ACCOUNT NUMBER	AMOUNT	REV	APPRV.	ACCOUNT NUMBER	AMOUNT
TP	TP	017-719-30024-00000	51,196.47				

NOTICE TO VENDORS: This order is given for immediate acceptance by the seller. Unless promptly notified to the contrary the purchaser will assume that the Seller accepts the order as written and that he will make prompt delivery on or before the date specified. Oconee County will pay no more than the total listed on this Purchase Order. All shipments will be F.O.B. destination unless specified on the Purchase Order. Seller shall provide a copy of the original invoice accompanied by one copy of all shipping papers. Purchaser reserves the right to cancel the entire order or any portion thereof if the Seller fails to make delivery as specified. No changes in any way shall be allowed except on written authority of the County Procurement Director.

White-Vendor Copy, Pink-Procurement Copy, Yellow-Accounts Payable Copy, Goldenrod-Dept Receiving Copy

PURCHASE ORDER

BILL TO:

DUPLICATE

OCONEE COUNTY
415 SOUTH PINE STREET
WALHALLA SC 29691

PURCHASE ORDER NO: 49450

This PO number must appear on all packages
and correspondence.

3 of 3

PHONE: 864-638-4141 FAX: 864-638-4142

VENDOR:

81083
TELSMITH, INC.
P.O. BOX 934302
ATLANTA GA 31193-382

SHIP TO:


ROCK QUARRY
686 ROCK QUARRY ROAD
WALHALLA SC 29691

864-638-4214

Notes to Vendor:

Order Date: 08/10/2012 Date Required: 09/10/2012 Ship Via: BEST WAY

Quantity	U/M	Catalog No	Description	Unit Price	Total
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Authorized Signature: 

**CONTRACT FOR LAW ENFORCEMENT SERVICES AT
CLEMSON UNIVERSITY SPECIAL EVENTS**

This Agreement is entered into as of _____, 2012 between CLEMSON UNIVERSITY (“University”) and the Oconee County Sheriff’s Office LAW ENFORCEMENT JURISDICTION (“Jurisdiction”).

RECITALS: The purpose of this Agreement is to describe the terms and conditions pursuant to which police officers from Jurisdiction will provide law enforcement services for Clemson University at Clemson University special events in accordance with South Carolina Code section 23-20-10 *et seq.*

1. Term.

The term of this Agreement will be one year, beginning on September 1, 2012, and ending on September 1, 2013. This Agreement may be terminated earlier by either party upon sixty (60) days’ prior written notice to the other party. Any modification of this agreement must be made in writing and signed by all parties.

2. Jurisdiction’s Rights and Obligations.

- a) Subject to availability and upon at least two weeks advance notice, Jurisdiction agrees to assign one or more police officers to provide law enforcement services at Clemson University special events, including but not limited to athletic events, concerts, graduation and livestock shows/events.
- b) At all times relative to this Agreement, Jurisdiction’s police officers shall remain employees of Jurisdiction and will have full arrest powers while performing services at Clemson University.
- c) All police officers assigned to any special event at Clemson University pursuant to this Agreement shall comply with those policies, procedures and instructions provided by University, provided no such duties shall be contrary to their oath or obligation as a sworn officer of the law under the laws of the State of South Carolina.
- d) Neither Jurisdiction nor any personnel of Jurisdiction will for any purpose be considered employees or independent contractors of University. Jurisdiction is solely responsible for the payment of salary to any police officers assigned to any special event under the terms of this Agreement, including withholding income taxes and social security, health insurance, worker’s compensation and disability benefits.

3. University’s Rights and Obligations.

- a) University will pay the Jurisdiction \$30.00 per hour for each officer assigned to work at a Clemson University special event.

- b) Jurisdiction shall determine those officers it shall assign to any special event at Clemson University, provided that Clemson University reserves the right to reject the Jurisdiction's assignment of any police officer at any Clemson University special event.
- c) University will maintain records concerning the performance of services provided to University.

4. Miscellaneous.

- a) This Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter. No prior or contemporaneous agreement or understanding will be effective. This Agreement shall be governed by the laws of South Carolina, the courts of which state shall have jurisdiction over its subject matter.
- b) The individuals signing below on behalf of Jurisdiction and University, respectively, hereby represent and warrant that they are duly authorized to execute and deliver this Agreement on behalf of Jurisdiction and University, respectively and that this Agreement is binding upon both parties in accordance with its terms.

UNIVERSITY

By _____
(Signature)

Name Gail DiSabatino
Title Vice President for Student Affairs
Clemson University

By _____
(Signature)

Name Johnson W. Link
Title Chief of Police
Clemson University

JURISDICTION

By _____
(Signature)

Name _____
Title _____

Address

By _____
(Signature)

Name _____
Title _____

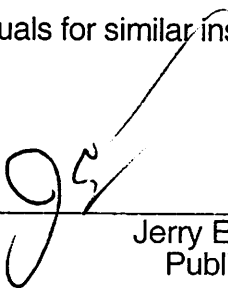
Address

PUBLISHER'S AFFIDAVIT

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE**

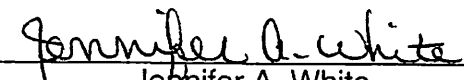
**IN RE: Oconee County Council
 Meeting Rescheduled for
 August 14, 2012**

BEFORE ME the undersigned, a Notary Public for the State and County above named, this day personally came before me, Jerry Edwards, who being first duly sworn according to law, says that he is the Publisher of **THE JOURNAL**, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in **Oconee County, Pickens County** and the Pendleton area of **Anderson County** and the notice (of which the annexed is a true copy) was inserted in said paper on July 12, 2012 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.



Jerry Edwards
Publisher

Subscribed and sworn to before me this
12th day of July A.D. 2012



Jennifer A. White
Notary Public for South Carolina
My Commission Expires: 05/18/2014

LEGALS

Opportunity to Comment
 Andrew Pickens Ranger District Summer National Forest
 Oconee County
 Hell Hole Recreation Area Restoration Project
 The U.S. Forest Service, Summer National Forest, Andrew Pickens Ranger District, is proposing the following actions at the Hell Hole Recreation Area. Comments should be submitted by the close of the comment period. The proposed action description and other information are available for review at the Andrew Pickens Ranger District at the above address. Additional information regarding this action can be obtained from Greg Borgen, at 864-639-9568.

The Oconee County Council meeting scheduled for Tuesday, August 21, 2012 has been cancelled and rescheduled to Tuesday, August 14, 2012 at 6:00 p.m. in Council Chambers, Oconee County Administrative Offices, 415 S. Pine Street, Wahalla, SC. The Real Estate, Facilities & Land Management Committee and the Budget, Finance & Administration Committee scheduled to meet on Tuesday, August 14, 2012 have been cancelled and rescheduled to Tuesday, April 28, 2012 at 5:30 p.m. and 8:30 p.m.

LEGALS

respectively meeting in Council Chambers, Oconee County Administrative Offices, 415 S. Pine Street, Wahalla, SC.

PUBLIC NOTICE

State of South Carolina (SC) Department of Health and Environmental Control (DHEC) Bureau of Air Quality (BAQ) 2800 Bull Street



LEGALS

operating permit that, if approved, will limit the facility's potential to emit to below Title V Major Source thresholds, therefore restricting it from Title V Major Source status as defined in SC DHEC Regulation 61-62.70 "Title V Operating Permit Program." The draft permit is subject to review under SC DHEC Regulation 61-62.1; Section II G "Conditional Major Source Permits"

LEGALS

above DHEC add by e-mail leeka@dhec.sc.gov comments received August 10, 2012, is considered when making a decision to approve, disapprove, modify the draft permit. Where there is a significant amount of interest, DHEC may receive additional comments. Public hearing requests can also be made in writing to R.

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 Gerald Turley - Owner
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ANTHONY BRADY
864-710-8333

subject to the Federal Fair Housing Act of 1968 which makes it illegal to advertise "any preference, limitation or discrimination" based on race, color, religion, sex, handicap, familial status or national origin, or intention to make any such preference, limitation or discrimination. The newspaper will not knowingly accept any advertisement for sale.

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125 South Cove Rd., Genoa, SC 29678 or by calling (864) 888-4423. SDCG reserves the right to reject any/all quotes and to waive any information and technicalities as to purchase in the best interest of the Oconee County.

PUBLIC AUCTION

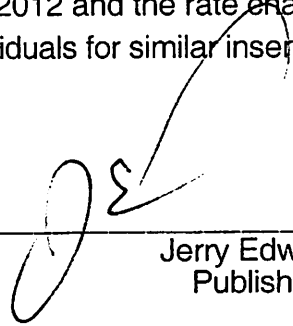
Jameson, General
QUALITY VIP
 Purchasing Services Department located at 125 South Cove Rd., Genoa, SC 29678 or by calling (864) 888-4423. SDCG reserves the right to reject any/all quotes and to waive any information and technicalities as to purchase in the best interest of the Oconee County on May 15, 2012.
 GRIMBLEY LAW

PUBLISHER'S AFFIDAVIT

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE**

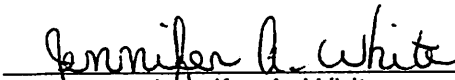
**IN RE: Oconee County Council
 Public Hearing
 Ordinances 2012-27**

BEFORE ME the undersigned, a Notary Public for the State and County above named, this day personally came before me, Jerry Edwards, who being first duly sworn according to law, says that he is the Publisher of **THE JOURNAL**, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in **Oconee County, Pickens County** and the Pendleton area of **Anderson County** and the notice (of which the annexed is a true copy) was inserted in said paper on July 20, 2012 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.



Jerry Edwards
Publisher

Subscribed and sworn to before me this
20th day of July A.D. 2012



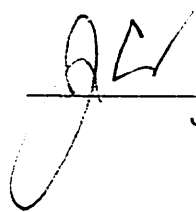
Jennifer A. White
Notary Public for South Carolina
My Commission Expires: 05/18/2014

PUBLISHER'S AFFIDAVIT

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE**

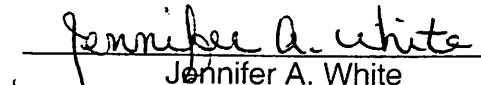
**IN RE: Oconee County Council
 Public Hearing
 Ordinances 2012-28, 2012-16
 and 2012-26**

BEFORE ME the undersigned, a Notary Public for the State and County above named, this day personally came before me, Jerry Edwards, who being first duly sworn according to law, says that he is the Publisher of **THE JOURNAL**, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in **Oconee County, Pickens County** and the Pendleton area of **Anderson County** and the notice (of which the annexed is a true copy) was inserted in said paper on July 19, 2012 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.



Jerry Edwards
Publisher

Subscribed and sworn to before me this
19th day of July A.D. 2012



Jennifer A. White
Notary Public for South Carolina
My Commission Expires: 05/18/2014

LEGLALS

STATE OF SOUTH CAROLINA
 COUNTY OF OCONEE
 IN SENATE ASSEMBLY
 PUBLIC HEARING
 2012-28 AN ORDINANCE TO PROVIDE FOR THE CREATION OF THE STONE POND SPECIAL TAX DISTRICT; TO DESIGNATE THE BOUNDARIES OF THE SPECIAL TAX DISTRICT; TO ESTABLISH THE NATURE OF SERVICES TO BE PERFORMED THEREIN; TO DESIGNATE THE AMOUNT OF UNIFORM ANNUAL FEES TO BE LEVIED AND COLLECTED FOR THE SPECIAL TAX DISTRICT; TO PROVIDE FOR THE OPERATION OF THE SPECIAL TAX DISTRICT; AND OTHER MATTERS RELATED THERETO.
 Ordinance 2012-16 [Watson2 Rezoning Request] & Ordinance 2012-26 [Echo Hills Rezoning Request] [both captioned as follows]: AN ORDINANCE TO AMEND CHAPTER 38 "ZONING" OF THE OCONEE COUNTY CODE OF ORDINANCES, INCLUDING ALL ZONING MAPS INCORPORATED THEREIN AND THEREBY, IN CERTAIN LIMITED REGARDS AND PARTICULARS ONLY; AND OTHER MATTERS RELATED THERETO on Tuesday, August 14, 2012 at 5:30 a.m. in Council Chambers, Oconee County Administrative Offices, 415 S. Pine Street, Wainalla, SC.
 Citizens wishing to speak regarding these ordinances may do so by signing up at the meeting. Written comments may be submitted at any time prior to the hearing for inclusion in the official record. Submit written comments to the Clerk to Council, 415 South Pine Street, Wainalla, South Carolina, 29631.

APPOINTING
 GUARDIAN AD LITEM
 OF SOUTH
 CAROLINA COUNTY
 OCONEE IN THE
 COURT OF COMMON

LEGLALS

Kelley Y. Woody, Esq., as Guardian ad Litem for all unknown persons and persons who may be in the military service of the United States of America (which are constituted as a class designated as "John Doe") and any unknown minors and persons who may be under a disability (which are constituted as a class designated as "Richard Roe"), it is ORDERED that, pursuant to Rule 17, SCRPC, Kelley Y. Woody, Esq. is appointed Guardian ad Litem on behalf of all unknown persons and persons who may be in the military service of the United States of America (constituted as a class and designated as "John Doe"), all unknown minors or persons under a disability (constituted as a class and designated as "Richard Roe"), all of which have or may claim to have some interest in the property that is the subject of this action, commonly known as 431 Howling Lane, Seneca, SC 29678, that Kelley Y. Woody, Esq. is empowered and directed to appear on behalf of and represent all unknown persons and persons who may be in the military service of the United States of America, constituted as a class and designated as "John Doe", all unknown minors and persons under a disability, constituted as a class and designated as "Richard Roe", unless the Defendants, or someone acting on their behalf, shall, within thirty (30) days after service of a copy of this Order as directed below, procure the appointment of a Guardian or Guardians ad Litem for the Defendants constituted as a class designated as "John Doe" or "Richard Roe". IT IS FURTHER ORDERED that a copy of this Order shall be served upon the unknown Defendants by publication in The Seneca

LEGLALS

GIVEN that the original Complaint in this action was filed in the office of the Clerk of Court for Oconee County on June 15, 2012. NOTICE OF PENDENCY OF ACTION: NOTICE IS HEREBY GIVEN that an action has been commenced and is now pending or is about to be commenced in the Circuit Court upon the complaint of the above named Plaintiff against the above named Defendant for the purpose of foreclosing a certain mortgage of real estate heretofore given by Joseph Edward Snider and Tammie Sue Snider to The Bank of New York Mellon, as Trustee, for CIT Home Equity Loan Trust 2002-1 bearing date of November 17, 1997, and recorded December 1, 1997 in Mortgage Book 954 at Page 206 in the Register of Deeds/Registry of Deeds/Clerk of Court for Oconee County, in the original principal sum of Fifty Six Thousand Seven Hundred and 00/100 Dollars (\$56,700.00). That thereafter, the Mortgage was assigned unto the Plaintiff, which assignment is to be recorded in said ROC Office, and that the premises effected by said mortgage and by the foreclosure thereof are situated in the County of Oconee, State of South Carolina, and is described as follows: All that certain piece, parcel, or lot of land situate, lying and being in the State of South Carolina, County of Oconee, Seneca Township, containing 2.50 acres more or less, as shown and more fully described on a plat thereof prepared by James G. Hart RLS, dated November 7, 1997, and recorded in Plat Book P-61 at Page 709, Records of Oconee County, South Carolina. This conveyance is made subject to those easements and/or rights-of-ways as may appear on the

website: www.cityof-clemson.org

LEGLALS

PUBLIC HEARING
 The Oconee County Council will hold Public Hearings for three ordinances: Ordinance 2012-28 "AN ORDINANCE TO PROVIDE FOR THE CREATION OF THE STONE POND SPECIAL TAX DISTRICT; TO DESIGNATE THE BOUNDARIES OF THE SPECIAL TAX DISTRICT; TO ESTABLISH THE NATURE OF SERVICES TO BE PERFORMED THEREIN; TO DESIGNATE THE AMOUNT OF UNIFORM ANNUAL FEES TO BE LEVIED AND COLLECTED FOR THE SPECIAL TAX DISTRICT; TO PROVIDE FOR THE OPERATION OF THE SPECIAL TAX DISTRICT; AND OTHER MATTERS RELATED THERETO". Ordinance 2012-16 [Watson2 Rezoning Request] & Ordinance 2012-26 [Echo Hills Rezoning Request] [both captioned as follows]: AN ORDINANCE TO AMEND CHAPTER 38 "ZONING" OF THE OCONEE COUNTY CODE OF ORDINANCES, INCLUDING ALL ZONING MAPS INCORPORATED THEREIN AND THEREBY, IN CERTAIN LIMITED REGARDS AND PARTICULARS ONLY; AND OTHER MATTERS RELATED THERETO on Tuesday, August 14, 2012 at 5:30 a.m. in Council Chambers, Oconee County Administrative Offices, 415 S. Pine Street, Wainalla, SC.
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