



PUBLIC COMMENT

SIGN IN SHEET

Tuesday, July 16, 2013

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	Cynthia Jones + Emilie Soars	Blue Ridge Arts Council	Blue Ridge Art's Council
2	Berry Nicholas	C-C 200 am	community Club
3	Emilie Soars		Blue Ridge Arts
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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.

Blue Ridge Arts Council

Arts & Crafts Center

Objective: To serve the Oconee County Community with classes, exhibits and performances of our Heritage Arts and Crafts.

Offering classes in:

Basketry	Canning and Food Preserving	Dance (Contra, Clogging, Square & Swing)	Drawing
Flower Arranging & Design	Jewelry	Knitting & Crochet	Leatherwork
Macramé	Music - piano, harmonica, vocal (Community Chorus)	Needlepoint & Embroidery	
Painting (oil, watercolor, acrylic, pastel)	Penmanship and Calligraphy	Photography	
Pottery making	Printmaking	Quilting	Sewing - hand and machine
			Weaving

Gallery for Performance and Exhibits in: Dance, Music, Arts & Crafts

The Blue Ridge Arts & Crafts Center is under the umbrella of the Blue Ridge Arts Council (BRAC), a 501©3 non-profit organization. We are seeking a partnership with Oconee County Council to provide start-up funding for the development of this new programming. Our original thought was to suggest that the “Arts & Historical Commission” of Oconee County become an umbrella for all the Arts & Historical non-profits in the county, but we were told that this commission is “inactive”. We come to you directly, to ask for monetary support in the amount of \$2500. This amount is what is budgeted for one month operations cost.

The Center will conduct classes/training in the above mentioned activities. The “Gallery” would become a classroom and performance area. BRAC would hold two Art Exhibits per year; the Annual Public School Student Show and a Member’s Exhibit for Arts & Crafts produced at the Center. Both exhibits would have work for sale to the public and the Center would receive a commission of 35%.

The Picture Person Program, for the Oconee County Elementary Schools, will continue to function under the supervision of BRAC. We have offered this program to all the County Elementary Schools for the past 30 years at no cost to the schools. Our Volunteers have shared this Art Appreciation Program with at least 300 students per year.

Performance or Special Event space will be for rent on a daily basis. Parties, Weddings, Private Events & Exhibits are welcomed in the “Chapel” (Gallery) space especially.

Chapel (Gallery) space can be used for public/member Dance Events (Contra, Clogging, Square Dance and Shag). The instrumental/voice classes could use the Chapel space for practice and recitals. This plan includes a **Community Choral Group** that would give performances.



**PUBLIC HEARING
SIGN IN SHEET
OCONEE COUNTY COUNCIL MEETING
DATE: July 16, 2013 6:00 p.m.**

Ordinance 2013-16 "AN ORDINANCE TO AMEND CHAPTER 26 OF THE OCONEE COUNTY CODE OF ORDINANCES IN CERTAIN LIMITED REGARDS AND PARTICULARS, ONLY, AS TO THE AMENDMENT OF SECTION 26-2 – PRIVATE ROAD STANDARDS AND REGULATIONS, THE AMENDMENT OF SECTION 26-7(E) ENCROACHMENTS, AND THE ESTABLISHMENT OF FUNDING AND FEES POLICY RELATING TO ENCROACHMENT POLICIES OF OCONEE COUNTY, AND OTHER MATTERS RELATED THERETO"

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

~~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~~

~~Commissions appointed by Council should do so in an appropriate manner.~~

Public comment during a public hearing is not limited to four minutes per person.

Sign up sheets will be available thirty minutes prior to the hearing for those interested in addressing Council.

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

Please submit written comments to the Clerk to Council, 415 South Pine Street, Walhalla, South Carolina, 29691.

Please PRINT your name

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STATE OF SOUTH CAROLINA
OCONEE COUNTY
ORDINANCE 2013-07

AN ORDINANCE AUTHORIZING THE TRANSFER AND
CONVEYANCE OF CERTAIN REAL PROPERTY; AND OTHER
MATTERS RELATED THERETO.

WHEREAS, Oconee County, South Carolina (the "County") is a body politic and corporate and a political subdivision of the State of South Carolina (the "State"), and as such possesses all powers granted to counties by the Constitution and laws of the State; and

WHEREAS, Section 4-9-30 of the Code of Laws of South Carolina, 1976, as amended, provides, in part, that counties may acquire real property by purchase or gift, and lease, sell or otherwise dispose of real and personal property; and

WHEREAS, the County is the owner of that certain piece, parcel or tract of land situate in the County consisting of approximately 22.38 acres (the "Property") and being more fully shown and designated on survey of Gregory Blake Sosebee P.L.S.# 14818 prepared for the County dated April 30, 2013 ("Survey"), a copy of which Survey is now before the County Council of the County (the "County Council") and is attached hereto as Exhibit A; and

WHEREAS, Pioneer Rural Water District ("Pioneer") wishes to acquire from the County, and the County wishes to convey to Pioneer, the Property for the purpose of allowing Pioneer to construct on the County Property a potable water treatment facility to be connected to and operated as part of Pioneer's waterworks system (such acquisition and conveyance, the "Transfer"), subject to and in accordance with the terms and provisions of a Purchase and Sale Agreement ("Purchase Agreement"), the form of which is now before the County Council and is attached as Exhibit B hereto; and

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

Section 1. Approval of Transfer. County Council hereby approves the Transfer, subject to and in conformity with the provisions of the Purchase Agreement in substantially the form attached as Exhibit B hereto, or with such changes as are not materially adverse to the County.

Section 2. Execution and Delivery of Purchase Agreement. 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.

Section 3. Execution and Delivery of Deed and Other Transfer Documents. 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 Pioneer 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. 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. The County Administrator is further authorized and empowered to execute any subsequent amendments or revisions to any of the agreements, certifications or documents authorized under this Ordinance

Section 4. Severability. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 5. Repeal of Inconsistent Ordinances and Resolutions. All ordinances and resolutions of the County, and any part of any ordinance or resolution, inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

Section 6. Effective Date. This Ordinance shall be effective upon its enactment by the County Council of Oconee County, South Carolina.

DONE AND ENACTED by the County Council of Oconee County, South Carolina, this 16th day of July, 2013.

OCONEE COUNTY, SOUTH CAROLINA

(SEAL)

Chairman, County Council
Oconee County, South Carolina

ATTEST:

Clerk to County Council,
Oconee County, South Carolina

First Reading: March 19, 2013
Second Reading: May 21, 2013
Public Hearing: June 18, 2013
Third & Final Reading: July 16, 2013

EXHIBIT A

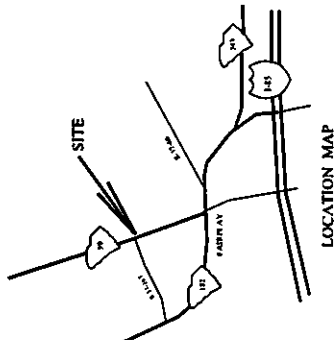
Survey

[see attached]

PLAT PREPARED FOR:

OCONEE COUNTY, SC

PARCEL ON SC HWY 59
 REF D B 1406 PG 111
 REF P B A-45 PG 06
 PLAT BY S.B. EDWARDS DATED:
 9/8/2012 REV. 01/22/2013
 PLO TRIPP 332-0801-011



ACREAGE - 22.38

DATE: APRIL 30, 2013

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

TOWNSHIP OF CENTER

SCALE: 1" = 150'



I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY AMONG HEREIN WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STATUTES OF PRACTICE VALID FOR SURVEYING IN SOUTH CAROLINA, AND THAT I BELIEVE THE REQUIREMENTS FOR A CLASS B SURVEY ARE SATISFIED THEREIN.

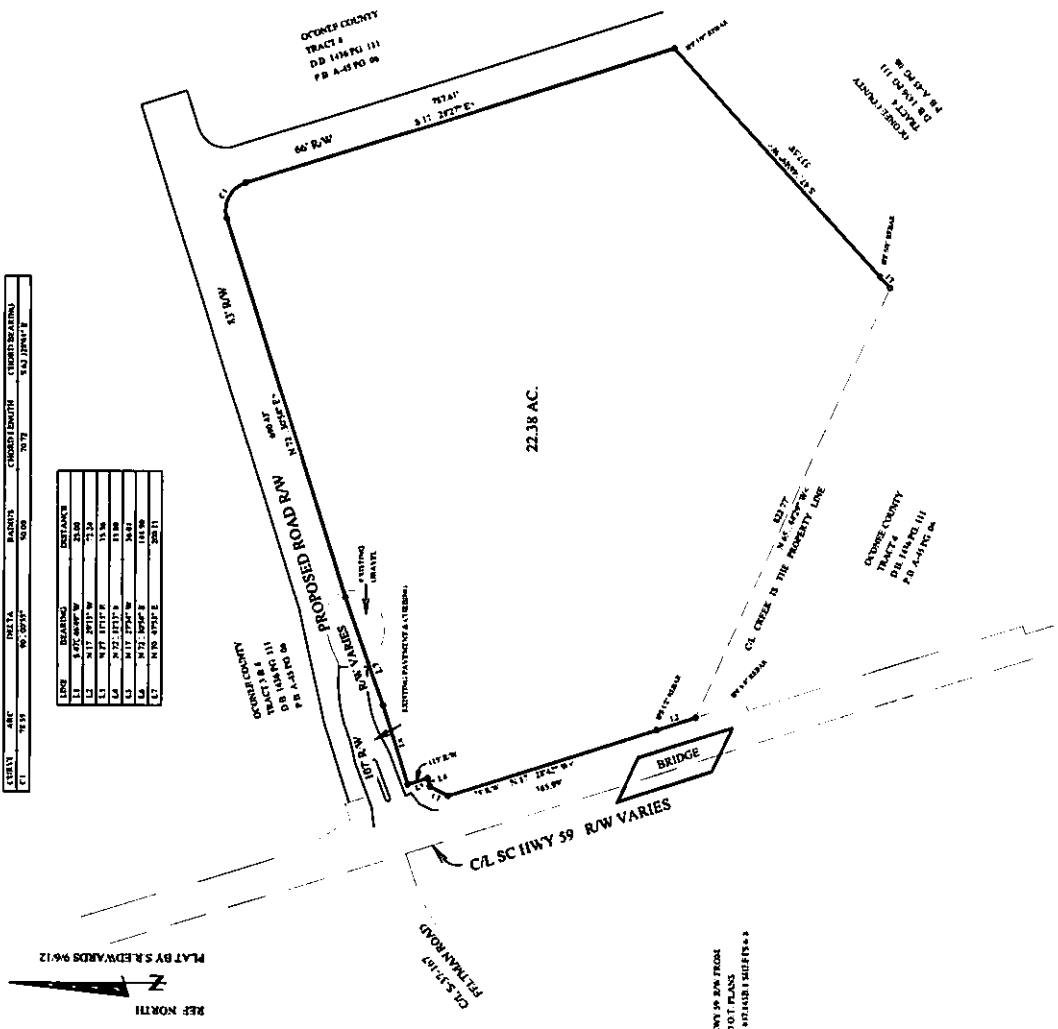
THERE ARE NO VISIBLE ENCUMBRANCES OR DEFICIENCIES OTHER THAN SHOWN.

REGISTERED PROFESSIONAL SURVEYOR
 SOUTH CAROLINA
 REGISTRATION NO. 14418
 GREGORY BLAKE ROSEBEE P.L.S.# 14418
 15547 WELLS HWY, SENECA, S.C. 29678
 TELEPHONE (864) 882-0024

PROPERTY OF GREGORY BLAKE ROSEBEE P.L.S.# 14418

CURVE	ARC	DELTA	POINTS	CROSS LENGTH	CURVE BEARING
11	75.37	90.0000°	0.00	70.75	S 43.7000° E

LINE	BEARING	DISTANCE
11	S 43.7000° W	23.08
12	N 17.2412° W	73.38
13	N 17.2412° E	73.38
14	S 43.7000° W	23.08
15	N 17.2412° W	73.38
16	N 17.2412° E	73.38
17	N 73.1875° E	118.99
18	N 73.1875° E	308.11



NOTES: PROPERTY SUBJECT TO WETLAND REGULATIONS.
 CORNERS ARE 5" REBAR SET UNLESS LABELED (EXCEPT C&L CREEK)

NOTE: THIS PROPERTY IS SUBJECT TO ALL EASEMENTS & RIGHTS OF RECORD



SC HWY 59 R/W FROM
 S.C.D.O.T. PLANS
 FILE #14181 SHIFTS 2-2

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 _____, 2013 ("Effective Date"), by and between **OCONEE COUNTY, SOUTH CAROLINA**, a body politic and corporate and political subdivision of the State of South Carolina ("Seller"), and **PIONEER RURAL WATER DISTRICT** ("Purchaser").

RECITALS

A. Seller is the owner in fee simple title to that certain piece, parcel or tract of land ("Land") consisting of approximately 22.38 acres and being more fully shown and described on survey of Gregory Blake Sosebee P.L.S.# 14818 prepared for the County dated April 30, 2013 ("Survey"), a copy of which Survey is attached as Exhibit A hereto and incorporated herein by reference; and

B. Purchaser desires to purchase the Property (as described below) for the purpose of constructing and operating a potable water treatment facility (the "Water Facility") thereon.

C. Seller desires to sell and convey the Property to Purchaser, and Purchaser desires to purchase and acquire the Property from Seller, subject to the terms and conditions of this Agreement.

AGREEMENT

1. SALE OF PROPERTY.

1.1. Consideration. For and in consideration of **ONE HUNDRED THIRTY-TWO THOUSAND AND 00/100 DOLLARS (\$132,000.00)** ("Purchase Price"), which Purchase Price shall be paid by Buyer to Seller in full in good funds at Closing (as defined below), 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:

- (a) The Land;
- (b) All rights, privileges and easements appurtenant to the Land, including all rights, rights-of-way, roadways, roadbeds, and reversions ("Appurtenant Rights");
- (c) All improvements on or within the Land, if any ("Improvements").

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. 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.

2.4. 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.

2.5. 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, materialman's lien, or other similar lien shall be of record against the Property as of Closing.

2.6. 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.

2.7. 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

(e) 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.

2.8. 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.

2.9. Further Acts of Seller. 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. The provisions of this paragraph shall survive the Closing.

2.10. 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.

2.11. AS IS SALE. OTHER THAN THE SPECIFIC REPRESENTATIONS AND WARRANTIES HEREIN AND THE WARRANTY COVENANTS IN THE WARRANTY DEED BY WHICH THE PROPERTY IS CONVEYED, 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 OTHER THAN THE SPECIFIC REPRESENTATIONS AND WARRANTIES HEREIN AND THE WARRANTY COVENANTS IN THE WARRANTY DEED BY WHICH THE PROPERTY IS CONVEYED, 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 AND THE WARRANTY COVENANTS IN THE WARRANTY DEED BY WHICH THE PROPERTY IS CONVEYED. THIS PROVISION SHALL SURVIVE CLOSING.

3. CONDITIONS PRECEDENT TO PURCHASER'S OBLIGATIONS.

3.1. Purchaser's Review Period. Purchaser shall have a period (the "Review Period") commencing on the date hereof and expiring ninety (90) 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, shall have unlimited access to the Property during such Review Period to conduct such soil borings, surface water and groundwater testing and analysis, studies and inspections. In the event that this Agreement is terminated by Purchaser hereunder or the Closing does not occur through no fault of Seller, 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 (as determined by Purchaser in its sole discretion) 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 (as determined by Purchaser in its sole discretion) and Purchaser's lender, if applicable.

(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. 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.

3.2. Termination of Agreement. Prior to the expiration of the Review Period, Purchaser shall have the right to terminate this Agreement in its sole and absolute 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.

3.3. 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 6.2 below, and shall be capable of conveying, and the Closing Documents will convey, good and marketable fee simple title to the Property to Purchaser subject only to encumbrances and title exceptions acceptable to Purchaser free and clear of all monetary liens and encumbrances against the Property not created by Purchaser or related to Purchaser's activities on or use of the Property. 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.

4. **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 _____, 2013. The Closing shall take place at the offices of Purchaser's counsel:

Nelson Mullins Riley & Scarborough, LLP
104 S. Main Street, Suite 900
Greenville, SC 29601

Unless Purchaser and Seller agree otherwise in writing, the Closing shall take place via a mail-away arrangement. Closing shall be coordinated through Purchaser's attorney by utilization of express courier service (e.g., Federal Express), in accordance with generally accepted practices of title insurance companies in commercial real estate closings. Anything herein to the contrary notwithstanding, payment of the Purchase Price shall be made by wire transfer and delivery of the Closing Documents shall occur by express courier deliveries.

5. **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.

6. **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:

6.1. 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.
- (d) All title insurance policies related to the Property in Seller's possession.
- (e) All surveys of the Property in Seller's possession.

6.2. 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. The County may, at its option, include in the above described limited warranty deed a restriction limiting the use of the Property to the construction and operation of the Water Facility for a period of twenty-five (25) years after the Closing and prohibiting Purchaser from selling the Property or any part thereof to a person or entity other than Seller until such time as Purchaser has completed the construction of a Water Facility on the Property and the Purchaser has began operation of the Water Facility on the Property.

(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.

7. 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.

8. COMMISSIONS.

8.1. Real Estate Commission. Seller and Purchaser represent and warrant to each other 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 Property.

9. DEFAULT.

9.1. 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.

9.2. 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.

10. CONSTRUCTION OF WATER INFRASTRUCTURE FACILITY.

10.1. Construction of Water Infrastructure Facility. Seller and Purchaser acknowledge and agree that this Agreement is being entered into with the expectation that Purchaser will build and commence operation of the Water Facility and any necessary ancillary improvements on the Property. Purchaser hereby covenants and agrees that it will diligently proceed with construction of, and commence operation of, the Water Facility as quickly as is reasonably practicable following Closing, and acknowledges that its agreement to construct and commence the operation of the Water Facility on the Property is a material term of this Agreement and a material inducement to Seller's agreement to convey the Property to Purchaser under this Agreement. Purchaser covenants and agrees not to sell, grant, bargain or convey the Property, any portion thereof, or any interest therein, prior to completing construction and installation of the Water Facility. Purchaser further covenants and agrees that the use of the Property shall be restricted to the construction, operation and maintenance of a Water Facility on the Property for a period of twenty-five (25) years after the Closing hereunder.

10.2. Road Extension. Seller and Purchaser acknowledge and agree that this Agreement is being entered into with the expectation that Seller will build an extension of the paved drive, together with appropriate curb cuts sufficient to provide at least two access point to the Property at locations agreed upon by Seller and Purchaser, within the area shown as "Proposed Road R/W" on Exhibit A along the entire length of the northern boundary line of the Property. Seller hereby covenants and agrees that it will diligently proceed with construction of, and commence operation of the paved drive extension and curb cuts as quickly as is reasonably practicable following Closing, and acknowledges that its agreement to construct the paved dive extension adjacent to the Property is a material term of this Agreement and a material inducement to Purchaser's agreement to purchase the Property under this Agreement. Upon completion, the paved drive extension to be constructed by Seller shall be a public right of way to be maintained by the Seller providing unrestricted vehicular and pedestrian access to the Property.

10.3. Attorney's Fees. If the Seller or Purchase retains an attorney to enforce Section 10.1 or 10.2, as applicable, of this Agreement, the party so doing shall be entitled to recover, in addition to all other items of recovery permitted by law, reasonable attorney's fees and costs incurred by the party through litigation and all appeals.

10.4 Survival. The provisions of this Article 10 shall survive the Closing.

11. MISCELLANEOUS

11.1. 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.

11.2. 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.

11.3. Survival. Except as otherwise expressly provided herein, it is the express intention and agreement of the parties to this Agreement that all covenants, agreements, statements, representations and warranties made by Purchaser and Seller in this Agreement (which shall be deemed to include the matters and information disclosed in any of the Exhibits attached hereto or in any document or instrument delivered by Seller pursuant to the provisions of this Agreement or at or in connection with the Closing), including without limitation, the specific agreement for the Purchaser to build and commence operation of the Water Facility, shall survive the Closing.

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

11.5. 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.

11.6. 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.

11.7. 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.

11.8. 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.

11.9. 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:

Pioneer Rural Water District
Attn.: _____

With a Copy to:

Nelson Mullins Riley & Scarborough, LLP
Attn: D. Sean Faulkner, Esq.
104 S. Main Street, Suite 900
Greenville, SC 29601

(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.

11.10. 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.

11.11. 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 pages follow]

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: _____

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

PURCHASER:

PIONEER RURAL WATER DISTRICT

By: _____

Its: _____

Exhibit A

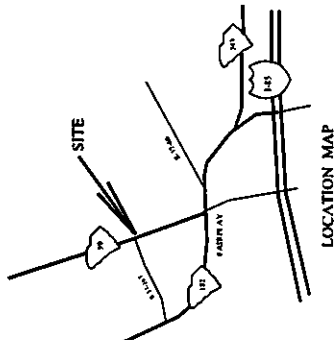
Survey

[see attached]

PLAT PREPARED FOR:

OCONEE COUNTY, SC

PARCEL ON SC HWY 59
 REF D B 1406 PG 111
 REF P B A-45 PG 06,
 PLAY BY S.B. EDWARDS DATED:
 9/8/2012, REV. 01/22/2013
 PLO TRIPP 332-0801-011



ACREAGE - 22.38

DATE: APRIL 30, 2013

STATE OF SOUTH CAROLINA

COUNTY OF OCOONEE

TOWNSHIP OF CENTER

SCALE: 1" = 150'



I, HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY WORK HEREIN WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STATUTES OF PRACTICE VOUCHER FOR SURVEYING IN SOUTH CAROLINA, AND THAT I AM A LICENSED SURVEYOR FOR A CLASS B SURVEY AS DESCRIBED THEREIN.

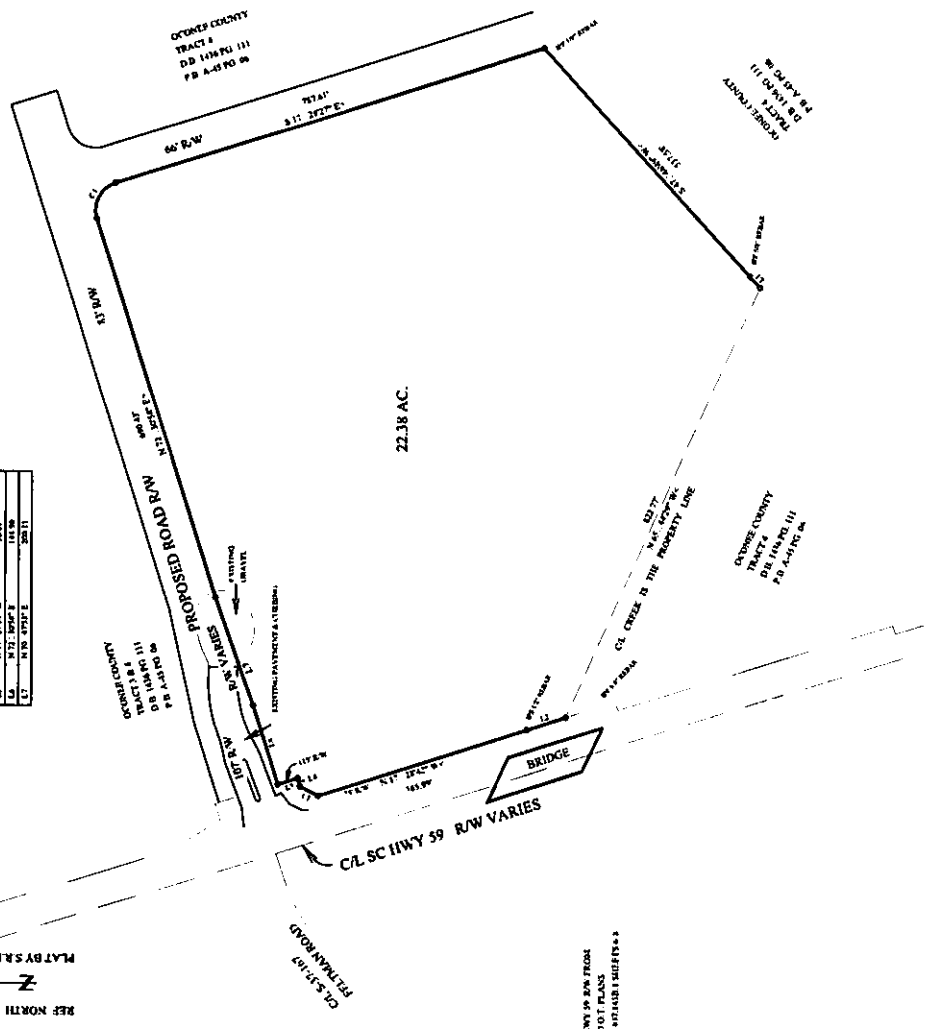
THERE ARE NO VISIBLE ENCUMBRANCES OR DEFICIENCIES OTHER THAN SHOWN.

COMPILED BY:
 GREGORY BLAKE ROSEBEE P.L.S.# 14218
 15547 WELLS HWY, SENECA, S.C. 29678
 TELEPHONE (864) 882-0024

PROFESSIONAL SURVEYOR

CURVE	ARC	DELTA	POINTS	CROSS LENGTH	CURVE BEARING
11	75.37	80.2833°	60.00	70.75	S 42.710° E

LINE	BEARING	DISTANCE
11	S 42.710° W	23.08
12	N 17.281° W	73.38
13	S 71.719° E	18.38
14	N 17.281° E	73.38
15	N 17.274° W	24.42
16	N 72.726° E	18.38
17	N 75.367° E	202.11



NOTES: PROPERTY SUBJECT TO WETLAND REGULATIONS.
 CORNERS ARE 5" REBAR SET UNLESS LABELED (EXCEPT C&L CREEK)

NOTE: THIS PROPERTY IS SUBJECT TO ALL EASEMENTS & RIGHTS OF RECORD



SC HWY 59 R/W FROM
 S.C.D.O.T. PLANS
 FILE #14181 SHIFTS 2-2

STATE OF SOUTH CAROLINA
OCONEE COUNTY
ORDINANCE 2013-15

**AN ORDINANCE AUTHORIZING THE GRANT OF
EASEMENTS AND EXECUTION AND DELIVERY OF AN
EASEMENT AGREEMENT AFFECTING CERTAIN REAL
PROPERTY OWNED BY OCONEE COUNTY; 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 ("County Property"), consisting of approximately 366.80 acres, and being more fully shown and designated on survey of Gregory Blake Sosebee P.L.S.# 14818 dated May 17, 2013 ("Survey"), a copy of which is attached hereto as Exhibit A; and

WHEREAS, Central Electric Power Cooperative, Inc. ("Central Electric") wishes to acquire from the County, and the County wishes to grant to Central Electric, certain perpetual easement rights for, generally and without limitation, the construction, maintenance, alteration and replacement of one or more eclectic lines, for overhead or underground electric transmission, distribution and communication lines over, across, under and through certain portions of the County Property (collectively, the "Easement"); and

WHEREAS, the form, terms and provisions of the easement agreement now before the Oconee County Council ("County Council"), a copy of which is attached hereto as Exhibit B ("Easement Agreement"), is acceptable to the County Council for the purpose of giving effect to the Easement; 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 Easement, subject to and in conformity with the provisions of the Easement Agreement.
2. The Administrator of the County ("Administrator") shall be, and hereby is, authorized to execute and deliver the Easement 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 Easement Agreements.
3. 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 Easements in a form and substance acceptable to the Administrator, on advice of legal counsel to the County.
4. 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.

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

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

ORDAINED in meeting, duly assembled, this 16th day of July, 2013.

ATTEST:

Elizabeth Hulse,
Clerk to Oconee County Council

Joel Thrift,
Chairman, Oconee County Council

First Reading: May 7, 2013
Second Reading: June 4, 2013
Third Reading: July 16, 2013
Public Hearing: July 16, 2013

Exhibit A

Survey of County Property

[see attached]

OCONEE COUNTY, SC

FOR SALE OR LEASE BY
SHELDON WOODRUFF COMPANY
407 W. MARKET STREET, SUITE 200
ANDERSON, SC 29624
TEL: 252.244.3434 FAX: 252.244.3435
WWW.SHELDONWOODRUFF.COM

ACRES: 366.04 TOTAL

DATE: MAY 17, 2012

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

TOWNSHIP OF DANFORTH

SCALE: 1" = 300'



This plat is intended to show the location of the proposed subdivision and is not intended to show the exact location of the property lines. The location of the property lines shall be determined by a separate survey. This plat is subject to the approval of the Planning Commission and the Board of Public Works.



APPROVED BY SHELDON WOODRUFF COMPANY
ON MAY 17, 2012

Legend

---	Proposed Subdivision
---	Proposed Road
---	Proposed Right of Way
---	Proposed Easement

Property Details

Parcel #	Area (Ac)	Area (Sq Ft)
1	10.00	43,560.00
2	2.50	108,900.00
3	1.50	65,340.00
4	3.00	130,680.00
5	1.00	43,560.00
6	1.00	43,560.00
7	1.00	43,560.00
8	1.00	43,560.00
9	1.00	43,560.00
10	1.00	43,560.00
11	1.00	43,560.00
12	1.00	43,560.00
13	1.00	43,560.00
14	1.00	43,560.00
15	1.00	43,560.00
16	1.00	43,560.00
17	1.00	43,560.00
18	1.00	43,560.00
19	1.00	43,560.00
20	1.00	43,560.00

Property Details

Parcel #	Area (Ac)	Area (Sq Ft)
21	1.00	43,560.00
22	1.00	43,560.00
23	1.00	43,560.00
24	1.00	43,560.00
25	1.00	43,560.00
26	1.00	43,560.00
27	1.00	43,560.00
28	1.00	43,560.00
29	1.00	43,560.00
30	1.00	43,560.00
31	1.00	43,560.00
32	1.00	43,560.00
33	1.00	43,560.00
34	1.00	43,560.00
35	1.00	43,560.00
36	1.00	43,560.00
37	1.00	43,560.00
38	1.00	43,560.00
39	1.00	43,560.00
40	1.00	43,560.00

Property Details

Parcel #	Area (Ac)	Area (Sq Ft)
41	1.00	43,560.00
42	1.00	43,560.00
43	1.00	43,560.00
44	1.00	43,560.00
45	1.00	43,560.00
46	1.00	43,560.00
47	1.00	43,560.00
48	1.00	43,560.00
49	1.00	43,560.00
50	1.00	43,560.00
51	1.00	43,560.00
52	1.00	43,560.00
53	1.00	43,560.00
54	1.00	43,560.00
55	1.00	43,560.00
56	1.00	43,560.00
57	1.00	43,560.00
58	1.00	43,560.00
59	1.00	43,560.00
60	1.00	43,560.00

Property Details

Parcel #	Area (Ac)	Area (Sq Ft)
61	1.00	43,560.00
62	1.00	43,560.00
63	1.00	43,560.00
64	1.00	43,560.00
65	1.00	43,560.00
66	1.00	43,560.00
67	1.00	43,560.00
68	1.00	43,560.00
69	1.00	43,560.00
70	1.00	43,560.00
71	1.00	43,560.00
72	1.00	43,560.00
73	1.00	43,560.00
74	1.00	43,560.00
75	1.00	43,560.00
76	1.00	43,560.00
77	1.00	43,560.00
78	1.00	43,560.00
79	1.00	43,560.00
80	1.00	43,560.00

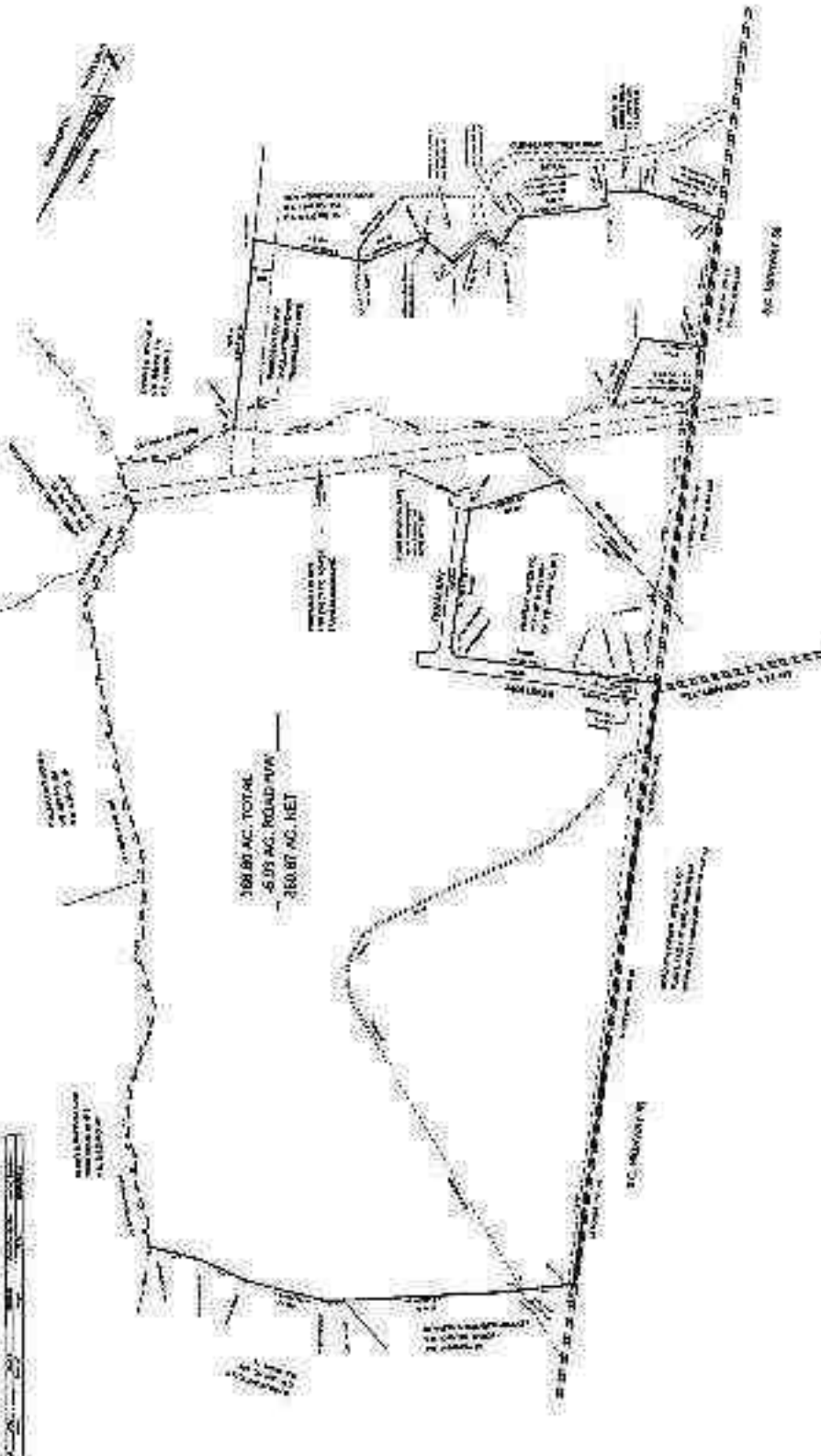
Property Details

Parcel #	Area (Ac)	Area (Sq Ft)
81	1.00	43,560.00
82	1.00	43,560.00
83	1.00	43,560.00
84	1.00	43,560.00
85	1.00	43,560.00
86	1.00	43,560.00
87	1.00	43,560.00
88	1.00	43,560.00
89	1.00	43,560.00
90	1.00	43,560.00
91	1.00	43,560.00
92	1.00	43,560.00
93	1.00	43,560.00
94	1.00	43,560.00
95	1.00	43,560.00
96	1.00	43,560.00
97	1.00	43,560.00
98	1.00	43,560.00
99	1.00	43,560.00
100	1.00	43,560.00

Property Details

Parcel #	Area (Ac)	Area (Sq Ft)
101	1.00	43,560.00
102	1.00	43,560.00
103	1.00	43,560.00
104	1.00	43,560.00
105	1.00	43,560.00
106	1.00	43,560.00
107	1.00	43,560.00
108	1.00	43,560.00
109	1.00	43,560.00
110	1.00	43,560.00
111	1.00	43,560.00
112	1.00	43,560.00
113	1.00	43,560.00
114	1.00	43,560.00
115	1.00	43,560.00
116	1.00	43,560.00
117	1.00	43,560.00
118	1.00	43,560.00
119	1.00	43,560.00
120	1.00	43,560.00

366.04 AC. TOTAL
5.05 AC. ROAD R/W
360.99 AC. NET



NOTES: 1. THIS PLAT IS INTENDED TO SHOW THE LOCATION OF THE PROPOSED SUBDIVISION AND IS NOT INTENDED TO SHOW THE EXACT LOCATION OF THE PROPERTY LINES. THE LOCATION OF THE PROPERTY LINES SHALL BE DETERMINED BY A SEPARATE SURVEY. 2. THIS PLAT IS SUBJECT TO THE APPROVAL OF THE PLANNING COMMISSION AND THE BOARD OF PUBLIC WORKS.



APPROVED BY SHELDON WOODRUFF COMPANY
ON MAY 17, 2012

Exhibit B

Easement Agreement

[see attached]

STATE OF SOUTH CAROLINA)
)
COUNTY OF OCONEE)

EASEMENT AND RIGHT OF WAY AGREEMENT

THIS EASEMENT AND RIGHT-OF-WAY AGREEMENT ("Agreement") is made and granted as of this ____ day of _____ by Oconee County, South Carolina ("Grantor") unto Central Electric Power Cooperative, Inc., its successors and assigns ("Grantee").

WHEREAS, Grantor is the owner and holder of fee simple title to that certain piece, parcel or tract of land containing 366.80 acres, more or less, and lying and being situate in Oconee County, South Carolina, and being more fully described on that certain survey of Gregory Blake Sosebee P.L.S.# 14818 dated May 17, 2013 and recorded in the office of the Register of Deeds for Oconee County, South Carolina on _____, 2013 in Plat Book _____ at Page _____ (the "Grantor Property"); and

WHEREAS, Grantor desires to grant unto Grantee an easement over, across, above, beneath and through certain of the Grantor Property for the purposes hereinafter described;

NOW THEREFORE, Grantor, for and in consideration of **Twenty Nine Thousand and 00/100 Dollars (\$29,000.00)** and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, does hereby agree, grant and declare as follows:

1. **GRANT OF UTILITY EASEMENT.** Grantor hereby grants, bargains, sells and conveys unto Grantee its servants, employees, contractors, licensees, visitors and guests, a permanent easement and right-of-way, running with the land, over, across, above, beneath and through those portions of the Grantor Property being shown and described as a 70' right-of-way and a 120' right-of-way on those certain surveys attached as Exhibit A hereto entitled "Map of Proposed Transmission R/W Prepared for Central Electric Power Cooperative, Inc. T-30 NW Anderson-Southern Oconee 115 kV Line Crossing Property of CEPC Tract 31-Oconee County", "Map of Proposed Transmission R/W Prepared for Central Electric Power Cooperative, Inc. T-30 NW Anderson-Southern Oconee 115 kV Line Crossing Property of CEPC Tract 32-Oconee County", "Map of Proposed Transmission R/W Prepared for Central Electric Power Cooperative, Inc. U-56 Golden Corner Tap 115 kV Line Crossing Property of CEPC Tract 1-Oconee County", and "Map of Proposed Transmission R/W Prepared for Central Electric Power Cooperative, Inc. U-56 Golden Corner Tap 115 kV Line Crossing Property of CEPC Tract 2-Oconee County" (collectively, the "Utility Easement Area"), for the purposes of: (i) construction, maintenance, alteration and replacement of an electric line or lines, for overhead or underground electric transmission, distribution and communication (for Grantee's internal use only) lines, consisting of supporting structures, overhead and underground connectors, manholes, conduits and lightning protective wire, towers, poles, anchors and necessary fixtures and wires attached thereto, counterpoise underground wires, and all structures and appliances necessary or convenient in connection therewith, together with all rights and privileges incident to the use and enjoyment thereof; (ii) installing, maintaining and using anchors and guy wires on land adjacent to the Utility Easement Area; (iii) ingress and egress over and across said Utility Easement Area; and (iv) clearing and keeping clear all brush, timber and tree tops along the Utility Easement Area which might endanger any of the works thereon.

The Grantee shall have the right to clear and keep clear the timber, pulpwood, brush and tree tops within the easement area as well as all danger trees at a greater distance which would injure the transmission line in falling. All trees cut shall become the property of Grantee and except as directed by a local, state

and/or federal agency shall be removed from the right-of-way. For danger trees cut after the initial clearing, the Grantee will pay to the owner of said tract the fair market value of such danger trees at the time of cutting as determined by a registered professional forester. Any damage to the property of Grantor (other than to property cleared or removed as hereinbefore provided) caused by Grantee, or Grantee's agents, employees or contractors, in the course of construction, rebuilding or repairing said lines shall be borne by Grantee. No buildings or structures shall be placed within the easement area, nor shall any other encroachments which interfere with the operation or maintenance of the transmission line be permitted without Grantee's express written agreement. Grantor agrees that all poles, wires and other facilities, installed on the Utility Easement Area at Grantee's expense, shall remain the property of Grantee, removable at the option of Grantee.

2. **GRANT OF EASEMENT FOR ACCESS.** Subject to the limitations of this Section 2, Grantor hereby grants, bargains, sells and conveys unto Grantee its agents, employees and contractors, a non-exclusive easement, running with the land, over and across the Grantor Property for ingress to and egress from the Utility Easement Area in connection with its use for the purposes set forth in Section 1 above; provided, however, that Grantee shall at all times, to the extent reasonably practicable, gain ingress to or egress from the Utility Easement Area by using, to the extent reasonably practicable, public or private roadways located within the Grantor Property (whether existing now or constructed in the future) to gain access to the Utility Easement Area.

3. **INDEMNIFICATION.** Grantee shall indemnify and hold harmless and defend Grantor against any and all claims, damages, liabilities, costs or expenses, including, but not limited to, attorneys' fees and expenses incurred by Grantor, arising out of: the breach of this Agreement by Grantee; the use or enjoyment of the Utility Easement Area or ingress to or egress from the Utility Easement Area by Grantee; the construction, installation, repair, maintenance, removal, relocation or use of improvements or infrastructure upon or beneath the Utility Easement Area; and any injury or damage to person or property which occurs on the Utility Easement Area or the Grantor Property which is caused by the acts or omissions of Grantee or Grantees agents, employees, contractors, licensees or invitees.

4. **REPRESENTATIONS AND WARRANTIES.** Grantor represents and warrants that the Utility Easement Area is free from all liens and encumbrances including mortgages, timber deeds, mineral deeds and tax liens as of the date hereof, and in the event that any such liens and encumbrances do exist as of the date hereof, Grantor hereby grants to the Grantee, its successors and assigns, the right at its discretion to pay all or a portion of the consideration for this Agreement to the owners and holders of any liens on the property, including tax liens, if any such liens be outstanding. Such payments to lien holders shall be part of the consideration for this Agreement to the same effect as if made directly to the Grantor.

5. **NO OTHER AGREEMENTS.** This instrument fully sets forth the terms and conditions of the rights granted herein. There are no oral or other written agreements between Grantor and Grantee that modify, alter, or amend this Agreement.

6. **TERMS RUNNING WITH THE LAND; BINDING EFFECT.** The terms and provisions of this Agreement shall constitute covenants running with the land and shall be binding upon Grantor, its administrators, heirs, successors and assigns, and inure to the benefit of Grantee, its successors and assigns, and all persons whomsoever claiming under or through such parties.

[execution page follows]

IN WITNESS WHEREOF the hand and seal of Grantor herein has hereunto been set this _____ day of _____, 2013.

WITNESSES:

GRANTOR:

OCONEE COUNTY, SOUTH CAROLINA

(Witness)

By: _____
Its: _____

(Witness)

STATE OF SOUTH CAROLINA)
)
COUNTY OF OCONEE)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this ___ day of _____, by _____, the _____ of Oconee County, South Carolina, on behalf of the county.

Notary Public for _____
My commission expires: _____

IN WITNESS WHEREOF the hand and seal of Grantee herein has hereunto been set this _____ day of _____, 2013.

WITNESSES:

GRANTEE:

**CENTRAL ELECTRIC POWER
COOPERATIVE, INC.**

(Witness)

By: _____
Its: _____

(Witness)

STATE OF SOUTH CAROLINA)
)
COUNTY OF _____)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this _____ day of _____, by _____, the _____ of Central Electric Power Cooperative, Inc., on behalf of Central Electric Power Cooperative, Inc.

Notary Public for _____
My commission expires: _____

Exhibit A

Utility Easement Area

[see attached]

AREA REQUIRED FOR PROPOSED
VARIABLE WIDTH ELECTRIC TRANSMISSION
LINE R/W ON CEPC TRACT 1
STA. 0+35.00 TO STA. 5+52.60
R/W AREA REQUIRED
1.45 ACRES



COUNTY: OCONEE
TMS # 337-00-01-001
CEPC TRACT 1-337-00-04-026
PLAT BOOK AND PAGE 3



CEPC TRACT 1

(1222) GOLDEN CORNER TAP 0420
025-31.36 2022
NW ANDERSON-SOUTHERN COCNTY
115 KV LINE
N 115 00 00
E 102 740 37

(2240) 042504
ENC NW ANDERSON
045-364 200904
115 KV LINE
E 102 740 37
N 955047 28
E 1402747 54

S 30° 45' 00" W
C/L CEPC
NW ANDERSON
SOUTHERN COCNTY
115 KV LINE

CLEVELAND CREEK

CREEK

(1228) 04 0405-54
14° 11' 58" RT.
N 985047 28
E 1402801 59

(2210) 1" ANGLE BORN FOUND
N 845 37 76
E 1 828 260 23

N 41° 24' 18" E 88.80'
OR FROM 2007 0711
TO 2008 2510

(2207) WELL FOUND:
N 726 243 76
E 1 467 307 25

(2201) 042504
ENC CEPC TRACT 1
E 102 740 37
S 115 00 00

OCONEE COUNTY
CEPC TRACT 2
TMS # 337-00-04-026

S 19° 25' 50" E
C/L CEPC
GOLDEN CORNER TAP
115 KV LINE

DISTANCES ALONG BOUNDARY OF
R/W AREA REQUIRED
CEPC TRACT 1-1.45 ACRES

PT-PT	BEARING	DISTANCE
2240-2229	N 10° 42' 33" E	88.00'
2229-2204	S 30° 37' 34" E	68.43'
2229-2207	N 60° 48' 14" E	10.54'
2227-2228	S 24° 11' 54" E	30.00'
2228-2240	S 62° 08' 16" W	15.22'
2240-2201	S 10° 04' 31" E	166.82'
2201-2210	S 18° 13' 20" E	75.17'
2210-2218	N 14° 03' 00" E	241.87'
2218-2201	S 71° 36' 16" W	88.00'
2201-2248	S 71° 26' 35" W	35.00'
2201-2211	N 10° 00' 50" N	450.00'
2248-2238	S 30° 17' 38" W	33.04'
2238-2245	N 56° 00' 00" E	35.00'

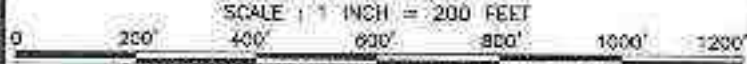
NOTE: PROPERTY LINES SHOWN ON THIS PLANET DRAWN FROM
DEEDS AND PLATS OF RECORD WITH USE OF ANALOGAL PROJECTION AND OTHER
METHODS OF POSSESSION OF FIELD DATA. THIS DRAWING IS NOT A WARRANTY
REGARDING PROPERTY LINES, PROPERTY LINE LOCATIONS SUBJECT TO ALL NECESSARY
SURVEY OF THE BOUNDARY. ALL DISTANCES SHOWN ARE TO THE CENTER LINE UNLESS
SPECIFICALLY NOTED OTHERWISE.



PRELIMINARY
MARCH 27, 2013



MAP OF PROPOSED TRANSMISSION R/W
PREPARED FOR
CENTRAL ELECTRIC POWER COOPERATIVE, INC.
U-56 GOLDEN CORNER TAP 115 KV LINE
CROSSING PROPERTY OF
CEPC TRACT 1-OCONEE COUNTY
LOCATED 0.8 MILE NORTHWEST OF FAIR PLAY
OCONEE COUNTY, SOUTH CAROLINA
MARCH 21, 2012



SCALE: 1" INCH = 200 FEET
SURVEYED BY GLENN ASSOCIATES SURVEYING, INC.
P.O. BOX 12 JENKINSVILLE, S.C. 29065 telephone (803) 345-5297

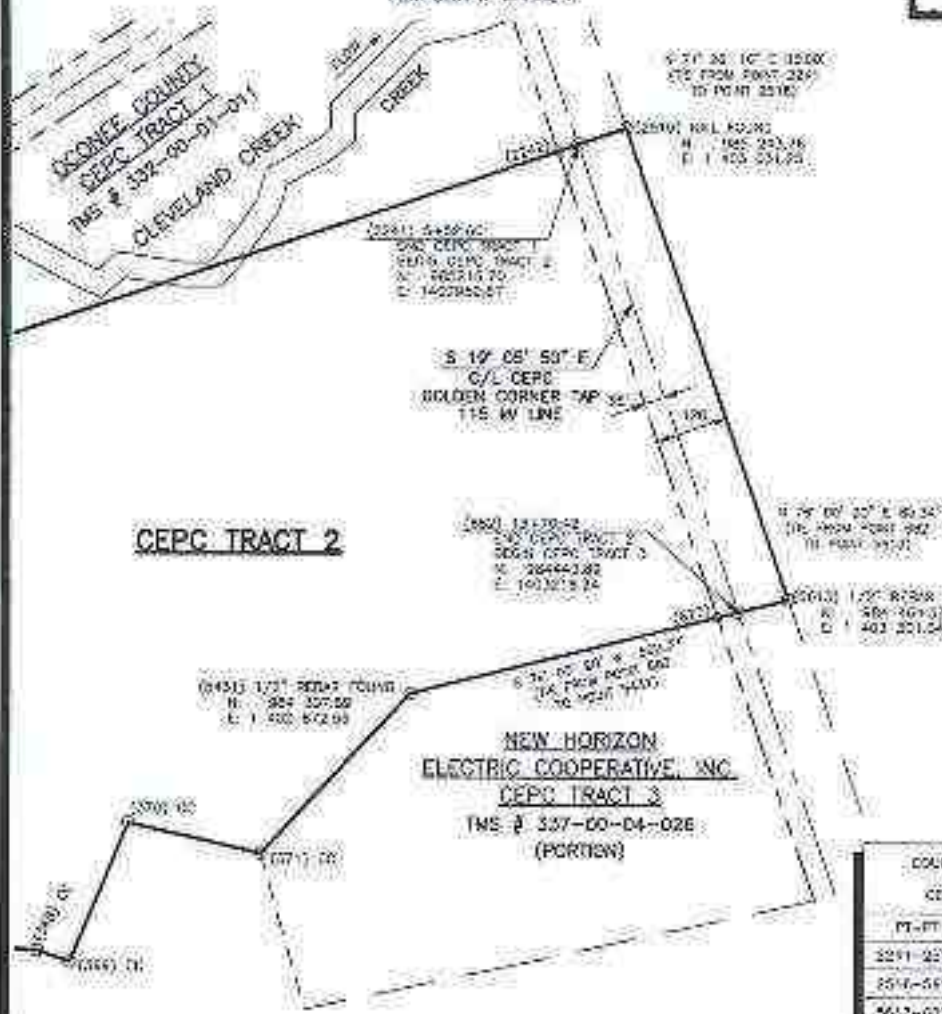
MICHAEL R. MILLS / S.C.P.L.S. # 11608
I HEREBY CERTIFY THAT THE DISTANCES ALONG THE TRANSMISSION LINE R/W
SHOWN ON THIS PLAN IS AS LESS THAN 1/16000 AND THAT THE DISTANCES ARE NOT BASED ON THE
GROUND OR SURVEY MADE FROM ACTUAL FIELD MEASUREMENTS.
DRAWING BY MICHAEL R. MILLS

AREA REQUIRED FOR PROPOSED
120' WIDE ELECTRIC TRANSMISSION
LINE R/W ON CEPC TRACT 2
STA. 5+52.60 TO STA. 13+70.42
R/W AREA REQUIRED
2.28 ACRES



LOCATION SKETCH
SCALE: 1 INCH = 2 MILES

COUNTY: OCONEE
TMS # 337-00-04-02E (BOOK 007)
DEED: BOOK 1438 PAGE 112
PLAN: BOOK 1478 PAGE 10
PLAT: BOOK 1445 PAGE 15



CEPC TRACT 2

NEW HORIZON
ELECTRIC COOPERATIVE, INC.
CEPC TRACT 3
TMS # 337-00-04-02E
(PORTION)

COURSES ALONG BOUNDARY OF
R/W AREA REQUIRED
CEPC TRACT 2-2.28 ACRES

PT-PT	BEARING	DISTANCE
2211-2218	N 71° 26' 13\"/>	
2516-2513	S 19° 05' 59\"/>	
5612-622	S 75° 00' 20\"/>	
622-627	S 76° 00' 20\"/>	
677-2242	N 19° 55' 10\"/>	
2242-2247	N 71° 26' 13\"/>	

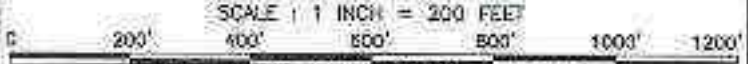
NOTE: PROPERTY LINES SHOWN ON THIS MAP DERIVED FROM
GLENNS AND PLATS OF RECORD AND ARE TO AVAILABLE PROPERTY RECORDS AND OTHER
SOURCE OF INFORMATION TO FIELD SURVEY. THIS MAP IS NOT A PROPERTY
BOUNDARY STATE. ALL PROPERTY LINE SHOWN SUBJECT TO FULL RESOLUTION
PLANS OF THE DEFECTED RECORD. ALL DISTANCES, BEARINGS AND ALL OTHER DATA
CONTAINED HEREON ARE CORRECT.



SURVEYOR'S SEAL
PRELIMINARY
MARCH 27, 2012



MAP OF PROPOSED TRANSMISSION R/W
PREPARED FOR
CENTRAL ELECTRIC POWER COOPERATIVE, INC.
U-56 GOLDEN CORNER TAP 115 KV LINE
CROSSING PROPERTY OF
CEPC TRACT 2-OCONEE COUNTY
LOCATED 0.8 MILE NORTHWEST OF FAIR PLAY
OCONEE COUNTY, SOUTH CAROLINA
MARCH 21, 2012



SCALE: 1 INCH = 200 FEET
SURVEYED BY GLENN ASSOCIATES SURVEYING, INC.
P.O. BOX 12 JENKINSVILLE, S.C. 29088 telephone (803) 345-5297

MICHAEL R. MILLS, S.C.P.L.S. # 11808

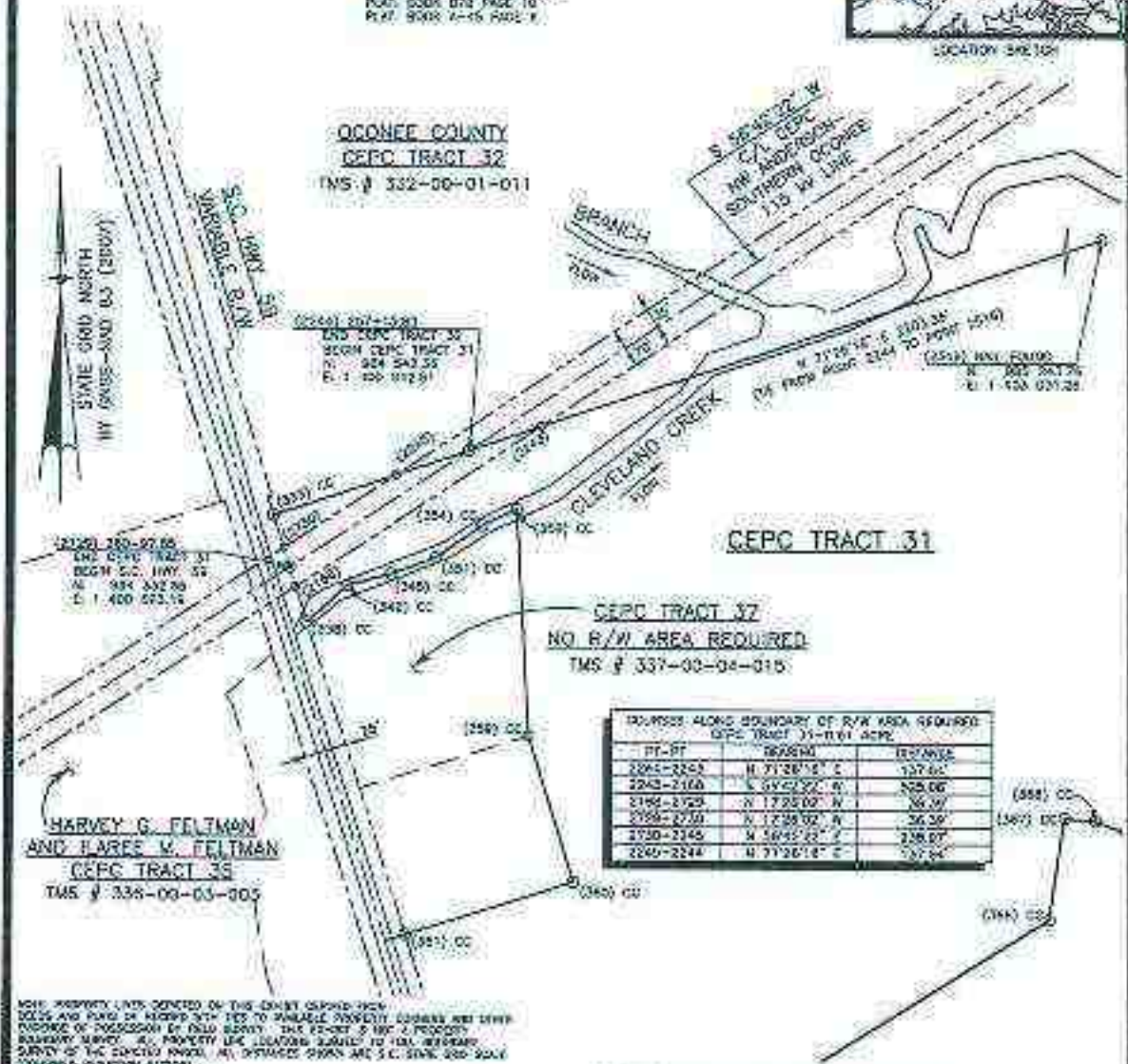
FIELD VERIFY THE COURSE ALONG THE CENTERLINE BOUNDARY OF THE TRANSMISSION LINE R/W
SHOWN ON THIS PLAN IS AS SHOWN THROUGH LOCATED AND THAT THE PROPOSED LINE IS AS SHOWN ON THE
COOPERATIVE SURVEY MADE FROM ACTUAL FIELD SURVEY.
DRAWING BY JOE V. RANNEY

AREA REQUIRED FOR PROPOSED
70' WIDE ELECTRIC TRANSMISSION
LINE R/W ON CEPC TRACT 31
STA. 257+15.83 TO STA. 260+97.85
R/W AREA REQUIRED
0.61 ACRE



COUNTY OFFICE
TMS # 337-02-14-026
BOOK 2504 PAGE 113
PLAN BOOK 073 PAGE 10
P.L. BOOK 4-16 PAGE 8

OCCONEE COUNTY
CEPC TRACT 32
TMS # 332-00-01-011



BOUNDARIES ALONG BOUNDARY OF R/W AREA REQUIRED
CEPC TRACT 31-0.61 ACRE

PT-PT	BEARING	DISTANCE
2261-2262	N 77°38'18" E	137.65
2262-2160	S 05°02'32" W	525.00
2160-2162	N 17°28'00" W	26.30
2162-2150	N 17°28'00" W	26.30
2150-2145	N 56°45'23" W	258.07
2145-2244	N 77°38'18" E	137.65

HARVEY G. FELTMAN
AND HARVEY W. FELTMAN
CEPC TRACT 35
TMS # 336-00-03-003

NOTE: PROPERTY LINES SHOWN ON THIS SURVEY BEING FROM
DEEDS AND PLATS OF RECORD ARE TO PARALLEL PROPERTY CORNERS AND OTHER
EVIDENCE OF POSSESSION BY FIELD SURVEY. THIS SURVEY IS NOT A PROPERTY
BOUNDARY SURVEY. ALL PROPERTY LINE LOCATIONS SHOWN ON THIS SURVEY
ARE THE RESULT OF A COMPARISON SURVEY OF THE SHOWN PROPERTY LINES
AND DISTANCES SHOWN ARE S.C. STATE GRID COORDINATE
COORDINATE (NAD83) VALUES.

MAP OF PROPOSED TRANSMISSION R/W
PREPARED FOR
CENTRAL ELECTRIC POWER COOPERATIVE, INC.
T-30 NW ANDERSON-SOUTHERN OCCONEE 115 KV LINE
CROSSING PROPERTY OF
CEPC TRACT 31-OCCONEE COUNTY
LOCATED 0.5 MILE NORTHWEST OF FAIR PLAY
OCCONEE COUNTY, SOUTH CAROLINA
MARCH 21, 2012

SURVEYOR'S SEAL

SURVEYOR'S SEAL

3-21-2012

COA SEAL

0 200' 400' 600' 800' 1000' 1200'

SURVEYED BY GLENN ASSOCIATES SURVEYING, INC.
P.O. BOX 12, JENKINSVILLE, S.C. 29066 Telephone (803) 345-5297

MICHAEL R. MILLS, S.C.P.L.S. # 17606

I HEREBY CERTIFY THAT THE DISTANCE ALONG THE CLEVELAND CREEK BURN OF THE TRANSMISSION LINE FOR
STATION ON THIS MAP IS NO LESS THAN 1:10,000 AND THAT THE PROPERTY LINE LOCATIONS ARE BASED ON THE
COMPARISON SURVEY MADE FROM ACTUAL FIELD SURVEYS

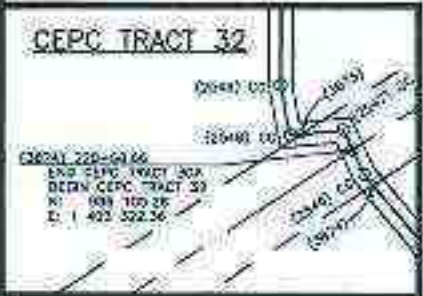
DRAWING BY: J. M. HANSEY

AREA REQUIRED FOR PROPOSED
70' WIDE ELECTRIC TRANSMISSION
LINE R/W ON CEPC TRACT 32
STA. 226+68.66 TO STA. 257+15.83
R/W AREA REQUIRED
4.97 ACRES.

COUNTY OCONEE
TMS # 332-00-01-011
DEED: 2004 1438 PAGE 111
PLAN: 8008 445 PAGE 6



LOCATION SKETCH



CEPC TRACT 32

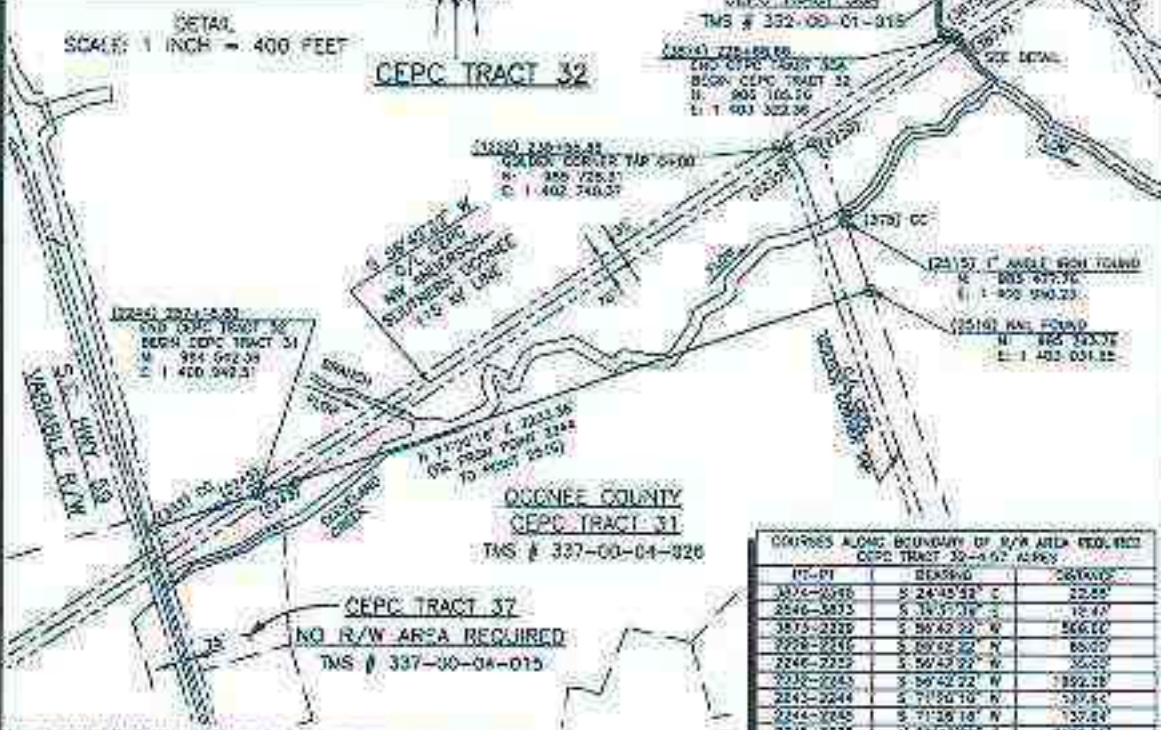
CEPC TRACT 32
END CEPC TRACT 30A
BEGIN CEPC TRACT 32
N: 188 150.35
E: 1 402 522.36

SCALE: 1 INCH = 400 FEET

THOMAS O. BOYKIN, III
CEPC TRACT 30B
TMS # 332-00-01-016

LARRY A. WARETT AND
MARY ALICE CLAYTON
CEPC TRACT 30A
TMS # 332-00-01-015

CEPC TRACT 32A
END CEPC TRACT 32A
BEGIN CEPC TRACT 32
N: 905 166.70
E: 1 402 522.36



OCONEE COUNTY
CEPC TRACT 31
TMS # 337-00-04-026

CEPC TRACT 37
NO R/W AREA REQUIRED
TMS # 337-00-04-015

PC-PT	BEARING	DISTANCE
2074-2075	S 24°40'52" E	25.89
2075-2076	S 75°37'38" E	10.47
2076-2077	S 30°42'32" W	56.60
2077-2078	S 29°42'32" N	85.00
2078-2079	S 56°43'23" W	35.20
2079-2080	S 56°42'22" W	1892.28
2080-2081	S 71°50'10" N	537.82
2081-2082	S 71°26'18" N	127.24
2082-2083	N 58°52'32" E	2950.83
2083-2084	N 84°22'45" E	26.31
2084-2085	S 27°03'03" E	15.24

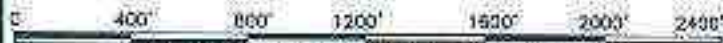
NOTE: PROPERTY LINES DERIVED ON THIS SURVEY WERE FROM
DEEDS AND PLATS OF RECORD WITH REF. TO AVAILABLE PROPERTY CORNERS AND OTHER
EVIDENCE OF POSSESSION BY FIELD SURVEY. THIS SURVEY IS NOT A PROPERTY
BOUNDARY SURVEY. ALL PROPERTY LINES LOCATING SUBJECT TO THIS SURVEY
SURVEY OF THE DEPARTED SURVIVOR. ALL DISTANCES SHOWN ARE U.S. STATE URBAN SCALE
(5280 FEET PER MILE).



SURVEYOR'S SEAL
Michael R. Mills
3-21-2012



MAP OF PROPOSED TRANSMISSION R/W
PREPARED FOR
CENTRAL ELECTRIC POWER COOPERATIVE, INC.
T-30 NW ANDERSON-SOUTHERN OCONEE 115 KV LINE
CROSSING PROPERTY OF
CEPC TRACT 32-OCONEE COUNTY
LOCATED 0.8 MILE NORTHWEST OF FAIR PLAY
OCONEE COUNTY, SOUTH CAROLINA
MARCH 21, 2012



SURVEYED BY GLENN ASSOCIATES SURVEYING, INC.
P.O. BOX 12 JENKINSVILLE, S.C. 29065 telephone (803) 345-5297

MICHAEL R. MILLS, S.C.P.L.S. # 11666

I HEREBY CERTIFY THAT THE CLOSURE ALONG THE EXHIBITING SURVEY OF THE TRANSMISSION LINE R/W
SHOWN ON THIS PLAN IS NO LESS THAN 10.000 AND THAT THE PROPERTY LINE TIES ARE BASED ON THE
ORIGINAL SURVEY WORK FROM ANOTHER FIELD SURVEY.
DRAWN BY JOE M. HENRY

Ordinance 2013-16

(c) *Encroachment.*

(1) All persons desiring to excavate within, encroach upon, or in any way alter a county maintained road and/or right-of-way, shall notify the county engineer and submit to the county road department an application for an encroachment permit, together with the required fees and security as determined and established periodically by county council. Notice will be given by the applicant to the County at least 48 hours prior to initiating such work, and only after receiving an approved permit from the county. A schedule of required fees and securities shall be available for review from the county road department. No person may excavate within, encroach upon, or in any way alter a county maintained road or right-of-way without the written approval, in advance, by approved permit, of the county engineer. In determining whether to approve any such request, and issue a permit, the county engineer will consider all factors, including the needs of the applicant, as well as the needs of the county, including, without limitation, good engineering standards, the need to maintain county rights-of-way and keep them open, the convenience of the traveling public, the applicant's compliance with previous permits, including temporary permits, and policies of the County; and other similar professional considerations, including, without limitation, the provisions of the encroachment permit policy (Encroachment Permit Policy) which is maintained by the Oconee County Road and Bridges Department and approved by County Council from time to time and is included herein by reference. The county engineer may impose restrictions on any granted approval and permit under this section, consistent with such professional considerations; including, without limitation, up to and including temporary suspension or permanent revocation of such permit, for failure to comply with the permit terms or these policies. Any appeal from any decision of the County Engineer under this section will be treated as a request for a variance from road standards and handled in accordance with the procedures of Section 26-8 of this Code.

Oconee County Council shall, from time to time, approve the County's Encroachment Permit Policy, including, without limitation, the policy itself, as well as the Encroachment Permit Application Form, and the schedule of fees for the application of the policy. The initial Encroachment Permit Policy, Encroachment Permit Application Form, and Fee Schedule are attached as exhibits to this Ordinance, and are hereby approved. For minor nonsubstantive revisions, the County, acting by and through the County Council, may revise the policy, application form, or fees, as it desires, in the future by simple resolution of County Council, and may include the fees schedule in the schedule of departmental fees that is contained in a proviso in the annual County Budget Ordinance. More substantial, and all substantive revisions to policy, application form, and fees must be revised by County Council ordinance, including, without limitation, the annual County Budget Ordinance.

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2013-16**

AN ORDINANCE TO AMEND CHAPTER 26 OF THE OCONEE COUNTY CODE OF ORDINANCES IN CERTAIN LIMITED REGARDS AND PARTICULARS, ONLY, AS TO THE AMENDMENT OF SECTION 26-2 – PRIVATE ROAD STANDARDS AND REGULATIONS, THE AMENDMENT OF SECTION 26-7(E) *ENCROACHMENTS*, AND THE ESTABLISHMENT OF FUNDING AND FEES POLICY RELATING TO ENCROACHMENT POLICIES OF OCONEE COUNTY; 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 Section 4-9-30, South Carolina Code, 1976, as amended (the “Code”), among other sources, to provide for a system of public works, including roads and bridges, of the County, and to assess property and levy ad valorem property taxes and uniform service charges for functions and operations to the County, including, but not limited to, appropriations for such general public works, including roads; and,

WHEREAS, Oconee County Council has heretofore, by and through Chapter 26 (“Roads and Bridges”) of the Oconee County Code of Ordinances (the “County Code”), provided for certain policies, procedures, fees, and other funding pertaining to the roads and bridges portion of the public works program of Oconee County; and,

WHEREAS, Oconee County Council deems it necessary and proper to amend certain sections of the Oconee County Code of Ordinances from time to time to modify County policies and procedures to comport with changed and changing needs, or simply to reflect existing practical applications of policies and procedures; and,

WHEREAS, it has come to the attention of Oconee County Council that certain revisions need to be made in Chapter 26 of the County Code, to meet the needs of the County as to the safety of the public utilizing Oconee County roads and bridges, to assure that the necessary provision of Oconee County roads and bridges, including the regulation of private roads, encroachment, and construction, provide for the proper health and safety of the Oconee County public, are funded by those benefitting from such roads, encroachment, or inspection, and are consistent with other Oconee County policies and procedures, already codified; and,

WHEREAS, the County Engineer and the Roads and Bridges Department of the County have recommended several changes to Chapter 26 of the Oconee County Code of Ordinances, so as to: amend the private road construction and inspection procedures; to remove the County from all involvement with private roads except that necessitated, tangentially, through other County involvement, such as the regulation of subdivisions, and establish policies for the County to limit its involvement with and in private roads; revise the Oconee County encroachment permit policy and procedures, including, without limitation, by adopting and approving

encroachment policies to be followed by the County, and a fees schedule to pay for the encroachment program of the County; and, provide for the funding for such policies and procedures. Oconee County Council has reviewed the needs, in each instance, has determined that such needs are legitimate and serve the public purposes and best interests of Oconee County, and has determined to modify the respective sections of Chapter 26 of the Oconee County Code of Ordinances as requested, and to affirm and preserve all other provisions 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. The foregoing findings of fact, recommendations, and conclusions are hereby adopted, as findings of fact, supporting this ordinance, in their entirety.
2. Chapter 26 of the Oconee County Code of Ordinances is hereby modified and amended as follows, and in the following details, only:

A. Section 26-2 of the County Code is hereby amended to read as follows:

Sec. 26-2. - Private road standards and regulations.

OCONEE COUNTY SHALL HAVE NO RESPONSIBILITY FOR NOR CONTROL OF THE DESIGN, ENGINEERING, CONSTRUCTION, INSPECTION OR MAINTENANCE OF PRIVATE DRIVEWAYS, DRIVES AND ROADS IN OCONEE COUNTY AND SHALL ONLY BE INVOLVED WITH PRIVATE DRIVEWAYS, DRIVES AND ROADS TO ENFORCE THESE REGULATIONS AND TO THE EXTENT REQUIRED FOR THE COUNTY TO CARRY OUT ITS OTHER DUTIES AND FUNCTIONS, SUCH AS APPROVING THE SUBDIVISION OF PROPERTY.

(a)

Private driveways. Private driveways shall serve no more than three residential dwellings, and shall be maintained by the property owner(s). No design standards shall apply to private driveways, but driveways must comply with applicable building and fire codes.

(b)

Private drives. All private drives existing and in use at the time of adoption of these regulations, as well as those private drives under construction prior to the time of adoption, shall be exempted from the standards contained in this section. This exemption shall also extend to those private drives approved by the planning department prior to the time of adoption. All other private drives shall:

(1)

Serve no more than ten lots or dwellings;

(2)

Have a minimum road right-of-way of 50 feet, or an appropriately executed private roadway easement as defined by these regulations;

(3)

Have an appropriate encroachment permit from either the county or the South Carolina Department of Transportation;

- (4) Have a minimum driving surface width of 20 feet constructed of no less than five inches of compacted crushed stone or gravel base; a minimum height clearance of 13½ feet; and appropriate documentation from a professional engineer licensed by the State of South Carolina certifying the maximum weight limit of any bridge or culvert located along the drive. All bridges and any culvert over which a private drive crosses a perennial stream must include appropriate signage (located at each end of the bridge) displaying the structure's weight limits;
- (5) Be maintained by an individual, association of property owners, or commonly held by the property owners fronting the private drive;
- (6) Comply with all current fire regulations and codes;
- (7) Shall serve no more than ten dwellings, and shall connect to another road, either public or private, on one end only. In the event proposed construction and/or development will result in an existing private drive serving 11 or more dwellings, the existing drive shall be upgraded so as to meet the standards put forth in these regulations for private roads;
- (8) Parcel boundaries may extend to centerline of the road, with the appropriate road right-of-way shown on all plats and deeds;
- (9) Be named in accordance with adopted E-911 Addressing regulations and procedures;
- (10) Allow at least 100 feet of sight distance for each ten miles per hour of the posted speed limit where the private drive intersects a public road. The sight distance shall be measured from a seeing height of 3½, offset 15 feet from edge of road, to an object 4¼ feet in height above the grade of the public road, as stated in SCDOT's 1996 Access and Roadside Management Manual. If the proposed drive does not meet the sight distance requirement, a waiver must be signed by the individual(s) constructing the private drive stating that the property owner(s) is liable and responsible for any accidents, injuries, problems, and property damage resulting from improper sight distance;
- (11) Meet all applicable stormwater management and sediment control regulations;
- (12) Be approved in writing by planning commission or designated staff prior to submission of plat(s) to the Register of Deeds for recording. The following shall be prominently printed on the plat(s):
"THE ROAD RIGHT-OF-WAY SHOWN ON THIS PLAT SHALL BE PRIVATE DRIVES NOT OWNED, MAINTAINED OR SUPERVISED"

BY OCONEE COUNTY, AND WERE NOT CONSTRUCTED PURSUANT TO ANY PLAN FOR FUTURE ACCEPTANCE BY OCONEE COUNTY. ROAD RIGHT-OF-WAYS SHOWN UPON THE PLAT SHALL NOT BE ACCEPTED FOR MAINTENANCE BY OCONEE COUNTY AT ANY TIME IN THE FUTURE UNLESS CONSTRUCTED IN ACCORDANCE WITH ALL ADOPTED OCONEE COUNTY REGULATIONS. MAINTENANCE OF THE RIGHT-OF-WAY SHALL BE THE RESPONSIBILITY OF _____."

(13)

Signage shall comply with the manual for uniform traffic control devices.

(c)

Private roads. Private roads shall provide vehicular access and road frontage to developments, or sections of developments, containing more than ten dwellings. All private, nondedicated roads shall be prominently indicated as such on plats prior to subdivision approval. Maintenance arrangements for such roads must be noted in writing on subdivision plat submittals and must be subsequently recorded. The development served by a private road shall have direct access into a public road, and no such private road shall be laid out so as to serve property outside the development. All private roads shall:

(1)

Serve a minimum of 11 lots;

(2)

Have a minimum road right-of-way width of 50 feet;

(3)

Be designed in accordance with the regulations set forth in Section 26-3(e) of these regulations;

(4)

Be constructed in accordance with the regulations set forth in section 26-3(f) of these regulations;

(5)

Be maintained by an association of property owners or the developer and be designated on all plats and recorded in appropriate deed covenants and restrictions, or an appropriately executed private roadway easement as defined by these regulations;

(6)

Parcel boundaries may extend to the centerline of the road, with the appropriate right-of-way designated on all plats and deeds;

(7)

Be legally certified for compliance by a surveyor/engineer licensed by the State of South Carolina;

(8)

Be named in accordance with adopted E-911 Addressing regulations;

(9)

Meet all stormwater management and sediment control regulations;

(10)

Be properly approved in writing by planning director prior to submission of plat(s) to the Register of Deeds for recording. The following shall be prominently printed on the plat(s):

"THE ROAD RIGHT-OF-WAY SHOWN ON THIS PLAT SHALL BE PRIVATE ROADS, NOT OWNED, MAINTAINED OR SUPERVISED BY OCONEE COUNTY AND NOT CONSTRUCTED PURSUANT TO ANY PLAN FOR FUTURE ACCEPTANCE BY OCONEE COUNTY. ROAD RIGHT-OF-WAY SHOWN UPON THE PLAT SHALL NOT BE ACCEPTED FOR MAINTENANCE BY OCONEE COUNTY AT ANY TIME IN THE FUTURE UNLESS CONSTRUCTED IN ACCORDANCE WITH ALL OCONEE COUNTY REGULATIONS. MAINTENANCE OF THE RIGHT-OF-WAY SHALL BE THE RESPONSIBILITY OF THE _____."

(11)

Have installed signs that control the traffic flow in a safe manner as specified by standards in the Manual for Uniform Traffic Control Devices.

With the exception of the requirements put forth in this section, all private roads shall meet the requirements for all public roads as defined by this article.

B. Section 26-7(e) of the County Code is hereby amended to read as follows:

(e) *Encroachment.*

(1) All persons desiring to excavate within, encroach upon, or in any way alter a county maintained road and/or right-of-way, shall notify the county engineer and submit to the county road department an application for an encroachment permit, together with the required fees and security as determined and established periodically by county council. Notice will be given by the applicant to the County at least 48 hours prior to initiating such work, and only after receiving an approved permit from the county. A schedule of required fees and securities shall be available for review from the county road department. No person may excavate within, encroach upon, or in any way alter a county maintained road or right-of-way without the written approval, in advance, by approved permit, of the county engineer. In determining whether to approve any such request, and issue a permit, the county engineer will consider all factors, including the needs of the applicant, as well as the needs of the county, including, without limitation, good engineering standards, the need to maintain county rights-of-way and keep them open, the convenience of the traveling public, the applicant's compliance with previous permits, including temporary permits, and policies of the County, and other similar professional considerations, including, without limitation, the provisions of the encroachment permit policy (Encroachment Permit Policy) which is maintained by the Oconee County

Road and Bridges Department and approved by County Council from time to time and is included herein by reference. The county engineer may impose restrictions on any granted approval and permit under this section, consistent with such professional considerations; including, without limitation, up to and including temporary suspension or permanent revocation of such permit, for failure to comply with the permit terms or these policies. Any appeal from any decision of the County Engineer under this section will be treated as a request for a variance from road standards and handled in accordance with the procedures of Section 26-8 of this Code.

Oconee County Council shall, from time to time, approve the County's Encroachment Permit Policy, including, without limitation, the policy itself, as well as the Encroachment Permit Application Form, and the schedule of fees for the application of the policy. The initial Encroachment Permit Policy, Encroachment Permit Application Form, and Fee Schedule are attached as exhibits to this Ordinance, and are hereby approved. For minor nonsubstantive revisions, the County, acting by and through the County Council, may revise the policy, application form, or fees, as it desires, in the future by simple resolution of County Council, and may include the fees schedule in the schedule of departmental fees that is contained in a proviso in the annual County Budget Ordinance. More substantial, and all substantive revisions to policy, application form, and fees must be revised by County Council ordinance, including, without limitation, the annual County Budget Ordinance.

(2) Upon completing the permitted activity, the applicant shall restore the county maintained road and/or right-of-way to its original condition (except for any permanent alteration approved by county permit, and through a county-granted right-of-way or easement), insuring that all repairs conform to the requirements contained in the SCDOT standard specifications for highway construction and the Encroachment Permit Policy. Eighteen months after the permitted activity is satisfactorily completed, the security shall be returned to the applicant provided the county engineer, upon final inspection, approves the repair. If the county engineer deems the repair to be unacceptable, the security shall be retained by the county and used to properly repair and restore the road and/or right-of-way to its original condition. Once the road and/or right-of-way has been properly repaired, any excess security will be returned to the applicant, it being understood that, in one form or another, all costs of encroachment upon, or any alteration of a county maintained road or right-of-way shall be borne by the applicant.

(3) Driveway aprons and mailbox turnouts abutting county maintained roads are encroachments, subject to the provisions of this

section, and will be the responsibility of the property owner, as to construction and maintenance, subject to the provisions of Section 26-7(b), and subject to the caveat that if the county constructs or manages a road project, driveway aprons and mailbox turnouts may be part of the project, subject to the terms of such Section 26-7(b).

(4) Violation of the Encroachment Permit Policy is a violation of this Code and is punishable by civil fine of \$500/day/violation. Each and every day of a continuing violation shall be deemed a new and separate offense. Failure to pay any civil fine levied hereunder shall constitute a violation of this Code and shall be punished in accordance with Section 1-7, hereof.

3. 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.

4. 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.

5. 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.

6. 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 16th day of July, 2013.

ATTEST:

Elizabeth Hulse,
Clerk to Oconee County Council

Joel Thrift,
Chairman, Oconee County Council

First Reading: June 4, 2013
Second Reading: June 18, 2013
Public Hearing: July 16, 2013
Third Reading: July 16, 2013

OCONEE COUNTY ROADS AND BRIDGES DEPARTMENT

ENCROACHMENT PERMIT POLICY

I. GENERALLY

1.1 It shall be unlawful for any utility, business, entity or individual to excavate within, encroach upon, or in any other way alter a County-maintained road, easement or right-of-way, except in accordance with Oconee County Code of Ordinances Section 26-7 (the "Section") and these policies.

1.2 Any utility, business, entity or individual desiring to excavate within, encroach upon, or in any other way alter a County-maintained road, easement or right-of-way shall notify the Oconee County Roads and Bridges Department – Engineering Department ("Engineering Department") of the proposed activity by submitting an application for an Encroachment Permit ("Permit"). A Permit ensures that all activities will be performed in accordance with applicable design and construction standards, that anyone working within the County maintained road, easement or right-of-way shall have sufficient insurance necessary to safeguard the public interest, that facilities will be properly located within the right-of-way to prevent obstruction of and damage to existing facilities and public and private property, and that any activity will be performed in accordance with applicable Federal, State and local law and these policies.

1.3 A copy of an issued Permit shall be maintained by the applicant/permittee and kept at the work site at all times during the permitted activity, except for Annual Blanket Permit holders, which are only required to notify the Engineering Department of work recently performed. Failure to obtain a Permit or failure to comply with the terms of a Permit shall result in a civil penalty of \$500/day. Failure to comply with and honor a civil penalty shall constitute a violation of the Code and shall be punishable pursuant to Section 1-7 of this Code. Upon issuance of a civil penalty, all activity at the work site must immediately stop until the penalty has been paid in full and a Permit has been issued, or the applicant/permittee complies with the terms of the existing Permit. Failure to stop the activity at the work site after issuance of a civil penalty constitutes a separate offense under the Code.

1.4 If a bond is required by the Code or hereunder, a surety bond, cash bond, or Irrevocable Letter of Credit from an accredited lending institution must be posted with Oconee County prior to issuance of the permit and will be held for a period of 18 months after all repairs or excavation have been completed. The cash/bond is refundable after such 18 months period, upon a final inspection to ensure work is completed to the satisfaction of the county.

II. ENCROACHMENT PERMITS ("PERMITS")

2.1 Permits must be obtained at least forty-eight (48) hours prior to initiating any activity within any County-maintained road, easement or right-of-way. Permit application forms and a schedule of required fees and security, as amended periodically by County Council, shall be available for review upon request from the Oconee County Roads and Bridges Engineering Department, located at 15022 Wells Highway, Seneca SC (864-886-1072). The initial permit application forms and schedule of fees, as approved by County Council, is attached hereto, and hereby incorporated herein by reference.

2.2 The applicant/permittee should be familiar with the proposed activity within the County-maintained road, right-of-way, or easement, or secure the assistance of a qualified contractor to represent the applicant/permittee, and should be prepared to discuss the proposed activity with the Engineering Department at the time of application. The applicant/permittee shall be required to submit a sketch or drawing with each Permit application. Depending upon the complexity of the proposed activity, in the sole determination of the County engineer, three sets of detailed engineering plans may be required to provide sufficient information regarding the horizontal and vertical placement of the proposed facilities, such as the area of placement, proximity to existing facilities, safety measures needed to safeguard the public, and methods of protection of public and private facilities from damage during and after construction.

2.3 Except as noted below, licensed, insured, and bonded contractors or utility companies shall be required to perform all activities within the County-maintained road, right-of-way, or easement. The issuance of Permits to individuals shall be restricted to situations where the nature of the encroachment is such that a licensed, insured, and bonded contractor is not required to ensure and protect the integrity of the roadway and the safety of the public, and to situations involving the installation of driveways (where the use of licensed, insured, and bonded contractors may be required, but the Permit will nevertheless be issued to individual

owners of property involved). However, permits shall not be issued to individuals without the use of a licensed, insured, and bonded contractor if the proposed activity requires compaction of fill, erosion protection measures, or other activities that would place at risk the integrity and stability of the County-maintained road right-of-way, in any event.

2.4 A contractor or utility company acting as an authorized agent for an applicant/permittee may secure a Permit, upon sufficient proof of such Agency, or authority. However, by signing the application, the agent as well as the applicant/permittee accepts all responsibility for all activity associated with the Permit and both must sign the application.

2.5 Permits shall be valid for a period of time not to exceed ninety (90) days from the date of issuance, unless pre-approved for a longer period of time by the Engineering Department. A Permit may be extended for an additional reasonable period of time, upon good cause shown, as determined by the Engineering Department. Applicants/Permittees or their agents working under an expired Permit shall be subject to the same penalties as an individual or entity working without or failing to comply with the terms of a Permit.

2.6 The applicant/permittee ("applicant" becomes "permittee" upon approval of permit), or any agent or employee of the applicant/permittee, shall obtain all necessary information related to the existence and location of all existing surface and underground facilities. To the fullest extent of the law, the applicant/permittee shall hold harmless and indemnify the County, its successors and assigns, officers, council members, agents and employees from and against any and all claims, losses, expenses (including reasonable attorney's fees), demands or judgments which result from or arise out of damage to other facilities and/or adjacent private property while working in the County-maintained road, right-of-way, or easement.

2.7 Upon completion of the permitted activity, the applicant/permittee shall restore the County maintained road, right-of-way, or easement to its original condition, pre-construction, ensuring that all repairs conform to the requirements contained in the current edition of the SCDOT Standard Specifications for Highway Construction Manual, the permit, these policies, and the Code. Eighteen months after completion of the permitted activity, security funds held by the County, if any, shall be returned to the applicant/permittee, provided the County Engineer or County Inspector, upon final inspection, approves the repair. If the County Engineer deems the repair to be unacceptable, the County Engineer or County Inspector shall notify the applicant/permittee of the unacceptable nature of the repair and provide the applicant thirty (30) days to correct such deficiency before permanently retaining the security to properly repair and restore the County-maintained road, right-of-way, or easement to its original condition. Once the County-maintained road, right-of-way, or easement has been properly repaired, excess security funds held by the County, if any, shall be returned to the applicant/permittee. The Engineering Department reserves the right to correct or have problems corrected in the case of any encroachment on a county road, easement, or right-of-way, and charge all associated costs (including but not limited to labor, materials, equipment, supervisory, and administrative) to the applicant/permittee or its security deposit.

2.8 The Engineering Department may refuse to issue a Permit if any monies are due and outstanding from the applicant/permittee or for inadequate past performance on the part of that applicant/permittee that was not corrected after notice from the County.

2.9 For Homeowner or Commercial driveway, or Driveway Culverts and Aprons abutting any County road, right-of-way, or easement, any driveway must have an approved encroachment permit from the county before any work takes place. There is an inspection fee that is for one pre-work inspection and one final inspection. If the owner has not properly identified the location at the time of the first inspection, there will be an additional fee for a return pre-work inspection. All driveway aprons along county maintained roads, installed by Oconee County, shall be billed to the owner at 2.5 times the cost of the materials, in accordance with the Code. Any relocation of utilities, landscaping or other appurtenances shall be the responsibility of the property owner and the respective utility company.

2.10 All fees hereunder are to be paid at the Oconee County Roads and Bridges Department, 15022 Wells Highway, Seneca SC 29678. Phone 864-886-1072

III. MISCELLANEOUS

3.1 All permitted activity in the County-maintained road, right-of-way, or easement shall be performed in accordance with appropriate Federal, State, and local standards, the permit, these policies, and the Code.

3.2 All permitted activity hereunder shall be performed to the satisfaction of the County Engineer or County Inspector or designee. Permits may not be issued or shall be revoked for activity that is not performed in

accordance with sound engineering and construction principles or otherwise in compliance with law, all as determined by the Engineering Department.

3.3 Except in emergency circumstances, all activity in the public roads, right-of-way, or easements shall be performed during daylight hours, sunrise to sunset, unless otherwise specified in the Permit.

3.4 Except in the event of an emergency, the Engineering Department shall be notified at least forty-eight (48) hours in advance of the start of the activity. Should the County Engineer or County Inspector find work in progress prior to notification by the applicant/permittee and/or the Permit is not posted onsite during construction, work will be stopped until all permit and regulatory requirements have been met.

3.5 As required by law the applicant/permittee must contact the Palmetto Utility Protection Service (PUPS) at 1-888-721-7877 at least three (3) business days before any type of excavation activity commences. The PUPS number must be noted on the Permit.

3.6 All activities within the County-maintained road, right-of-way, or easement shall be conducted in a manner that causes minimal inconvenience to adjacent property owners and the traveling public. Reasonable access to driveways, houses, and buildings adjacent to the site shall be maintained at all times unless previously arranged in writing with the affected party. Any temporary approaches to crossings or intersecting highways shall be pre-approved by the Engineering Department and kept in good condition. All business establishments or homes within 300 feet of the site shall be notified by applicant/permittee or agent at least twenty-four (24) hours in advance of any activity and shall have access during construction at all times. Any trees, shrubbery, or landscaping damaged by the applicant/permittee during the activity shall be replaced as directed by the County Engineer or County Inspector if owned by the County or by the owner if on private property.

3.7 No debris, spoils, or stockpiling of materials shall be allowed unless specifically authorized in a Permit. Under no circumstances shall material stockpiles be left in the street or on shoulders of the County-maintained road, right-of-way, or easement overnight.

3.8 Excavations shall be limited to a maximum of one thousand linear feet (1000') of open trench before backfill operations must begin. If any excavation cannot be backfilled immediately, the applicant/permittee shall securely and adequately cover the excavation and maintain proper barricades, and lights as required, from the time of the opening of the excavation until the excavation is surfaced and opened for travel. The County Engineer or County Inspector may require additional barricading to maintain public safety.

3.9 All concrete forms shall be inspected for consistency with the applicable permit and these regulations by the County Engineer or County Inspector twenty-four (24) hours prior to pouring.

3.10 Traffic controls within any Permit site shall conform to the Manual of Uniform Traffic Control Devices (MUTCD), Latest Edition.

3.11 If it should ever become necessary to move or relocate a facility permitted hereunder, or any part thereof, on account of change in location of the roadway, widening of the roadway, or for any other sufficient reason, such moving or relocation shall be done, on reasonable demand of the Engineering Department, at the sole expense of the owner of the facility. If and when the facility contemplated herein shall be moved or relocated, either on the reasonable demand of the Engineering Department or at the option of the owner, all work in connection with the construction, maintenance, moving or relocation of the facility contemplated herein shall be done by and at the expense of the owner, and the roadway and facilities shall be restored to their original condition at the expense of the owner. An additional encroachment permit shall be required for any relocation of such facilities, but the County Engineer may waive otherwise applicable fees if such relocation is at County request.

3.12 If significant damage to the asphalt surface of a County-maintained public road occurs or is anticipated to occur as a result of a permitted activity, the County Engineer or County Inspector has the right, as a condition of the Permit, to require the applicant/permittee to resurface, not spot repair the entire affected road surface within or adjacent to the permitted site. A separate bond in the amount of 125 percent (125%) of the contract cost of resurfacing shall be posted prior to construction.

3.13 In the event of an emergency, an individual or entity may act without a permit, but shall notify the County Engineer or County Inspector within twenty four (24) hours of the emergency response, or as soon thereafter as reasonably practicable. The individual or entity shall then obtain a Permit from the Engineering Department within forty-eight (48) hours of the emergency response or will be subject to a civil penalty not to exceed \$500. Failure to comply with and honor a civil penalty shall constitute a violation of this Code and such violation shall be punishable in accordance with Section 1-7 of this Code. If the County will not issue a permit for such work, all work performed must be removed and the site returned to the pre-work conditions

within thirty (30) days after notice from the County that a permit will not be issued. Failure to do so constitutes a violation of these policies and will be handled in the same manner as performing work without a permit, and shall result in the same penalty(ies). The Engineering Department reserves the right to correct or have problems corrected in the case of any improper encroachment (those violating the terms of Chapter 26 of the Code or this policy or an encroachment permit) on a county road, easement, or right-of-way, and charge all associated costs (including but not limited to labor, materials, equipment, supervisory, reasonable attorney fees and administrative) to the violator.

3.14 Activities typically considered illegal and prohibited from encroachment permit approval within the County road easement and/or road right-of-way may include, but are not limited to the following:

- Unsafe or poorly maintained driveway aprons. Such improper aprons may be removed by the County.
- Concrete driveways, aprons and sidewalks.
- Planting of trees and shrubs and other landscaping including fencing, walls, lighting, plantings, and irrigation.
- Landscaped islands and/or medians.
- Privately owned utility (water, sewer, communication, etc.), except for bores crossing the road at 90 degrees.
- Speed bumps/humps.
- Basketball goals (portable or otherwise).
- Unauthorized road markings, paintings, or signage.
- Direct discharge of stormwater on to road surface.

3.15 For the purpose of this Policy and the Encroachment Permit Application Form, the following terms are defined.

Applicant. The person or authorized agent that has the clear, legal responsibility to abide by the conditions and provisions of an approved application.

Authorized Agent. An Authorized Agent is someone for whom clear, legal authority to act on applicant's behalf has been given and is available for review.

Permittee. The applicant shall become the permittee upon County approval of Encroachment Permit Application Form and payment of necessary fees and bonds.

Property Owner. The property owner of record that is immediately adjacent to or contained within the County road right-of-way or easement in which an encroachment is desired.

Public Utility. A public utility is municipal or privately owned and operated business in whose services are essential to the general public (examples include but are not limited to sanitary sewer, electricity, stormwater, drinking water, communication, and natural gas).

IV. PUBLIC UTILITY ANNUAL BLANKET PERMITS

4.1 Public utility companies may apply for an Annual Blanket Permit with the Engineering Department, allowing an unlimited number of permits for all activities that do not disturb the road surface of a County-maintained public road. However, public utility companies shall provide the Engineering Department a weekly report detailing activities performed such as the location of the activity and the type of work performed. Plans are not required for routine maintenance and service connections. It is the intention of this Annual Blanket Permit to cover emergency repairs, routine maintenance, and service connections that do not involve disturbing the road surface.

4.2 Public utility companies that do not desire to apply for an Annual Blanket Permit shall apply for a separate permit for each activity within a County-maintained road right-of-way together with applicable fees and/or security.

4.3 Regardless of whether a utility company has obtained an Annual Blanket Permit, separate Permits are required for new or replacement line installations, new or relocated service poles, and any activity disturbing the asphalt surface of a County maintained public road.

4.4 Annual Blanket Permits are valid from July 1 until June 30 (the County's fiscal year). No prorated fees are accepted.

V. FEE SCHEDULE

5.1 Permit Fees

General Permit Fee: \$60.00

Permit Extension Fee: \$10.00

Blanket Permit Fee: \$1,000.00

Re-inspection Fee: \$60.00

Pavement Removed: \$250.00 Permit Fee + \$10.00/sf of pavement removed

Longitudinal Work in R/W: General Permit Fee + \$0.10/linear foot

5.2 Required Bonds

Pavement Cut, Pavement Removed: Permit Fee x 10

Longitudinal Work in R/W: Longitudinal Work Permit Fee x 50

Bonds may be in the form of a Surety Bond, Cash Bond or Irrevocable Letter of Credit. Bond will be waived for an adjacent homeowner who is doing less than 100 linear feet of work or at the discretion of the County Engineer.

VI. APPLICATION FORM (Attached)



OCONEE COUNTY ROADS AND BRIDGES DEPARTMENT
15022 WELLS HIGHWAY
SENECA SC 29678
864-886-1072

ENCROACHMENT PERMIT APPLICATION

PERMIT # _____

EXP. DATE: _____

Home Owner		Contractor		PUPS #	
DNW Installation Requested		Utility		Locate calls are required by law. Call 1-888-721-7977 at least 7 business days before any type of excavation.	
Applicant Name:					
Company Name:			Contractor License #		
Address:		City:	Zip:	Phone:	
PROPERTY OWNER Name:					
Address:		City:	Zip:	Phone:	
Work Location Address of Work Site:				ROAD NUMBER:	
Nearest Intersecting Road:					
DESCRIPTION OF WORK TO BE DONE:				SQ. FT. OF PAVEMENT OUT _____ X _____ = _____	
				LINEAR FT. OF NEW INSTALLATION: _____	
ESTIMATED START DATE:				ESTIMATED FINISH DATE:	

PERMIT REQUIREMENTS: Permittee shall comply with each of the following conditions and items. (Applicant becomes Permittee upon permit approval)		
Notify the County Inspector if there are any changes to the approved permit.		PERMIT FEE: _____
Notify the County Road Office (864) 886-1072 at least 48 hours before work begins.		
Keep a copy of this permit and approved plans at the work site at all times.		BOND: _____
Notify County inspector upon completion of activity for final inspection.		DATE: _____

APPLICANT CERTIFICATION

- I, the undersigned Applicant hereby verify Oconee County Roads and Bridges Department, District #1, the sole purpose of this permit is to conduct or install a public utility facility, as described herein, within the limits of a roadway, right-of-way or over the County roadway or roadway, as defined herein.
- Description of location: Attach sketch indicating roadway features such as pavement width, shoulder width, sidewalk and curb and gutter location, significant drainage structures, water flows, right-of-way width, and location of the proposed utility work with respect to the roadway centerline or the nearest intersecting road on the County system. Utility companies are required to submit three (3) sets of plans or drawings.
- The undersigned applicant hereby requests the OCS&B to formally advise applicants of contractor or maintenance of the work described herein. The applicant understands that the work, if and when completed, shall be installed in accordance with the clearly marked limits and made conforming. The applicant agrees to comply with and be bound by the OCS&B's "A" Policy for Encroachment (Stripes on Highway) Right-of-Way and Standard Specifications for Highway Construction. Plans are prepared by reference to the OCS&B and all general provisions to the revised "A" and special provisions book of vehicle loads through the installation, operation and maintenance of any work or utility facility within the OCS&B's Right-of-Way. The applicant hereby agrees, and that his/her contractor, and/or agent to assume any and all liabilities OCS&B regulations have in connection with activities or projects or damage to property, including the roadway, that may be caused by the construction, the installation, use, testing or removal of the physical apparatus, structure, utility and/or work by the OCS&B for any utility, structure or injury or damage sustained by third or third parties, or his or her negligence.
- Attach copy of bonds, insurance and bond to verify ability to perform work.
- If applicable, attach document to verify liability coverage.

APPLICANT SIGNATURE: _____

DATE: _____

PROPERTY OWNER OR PUBLIC UTILITY AUTHORIZED AGENT CERTIFICATION

I Certify to the best of my knowledge, information and belief that:

- The applicant is capable and understands the terms and agreements of this permit.
- The applicant is authorized to perform the work as requested on the application.
- The proposed encroachment is not contrary or conflicting with any recorded covenants.
- The work is to be performed in compliance with all other applicable Federal, State, and Local laws and regulations, as well as the provisions of this permit.

PROPERTY OWNER

OR AUTHORIZED AGENT SIGNATURE: _____

DATE: _____

OCONEE COUNTY ROADS AND BRIDGES

ENCROACHMENT PERMIT APPLICATION

FEES	<u>Permit fees (non-refundable)</u>	<u>Bonds (if required)</u>	<u>Permit Conditions</u>
(Residential / Commercial	\$60.00	(Road Cut	(Traffic Control (see 3 on back)
(D/ W Installation Requested	2.5 x Materials	Pavement Cut Permit	
(Pavement Cut Fee- Contractor Only	\$250.00 +\$10.00 /sf	<u>Fee x 10 =</u> _____	(Commercial / Utility (must provide 3 sets of Engineering Drawings)
(Permit Extension	\$10.00		
(Re-Inspection Fee	\$60.00	(New Installation	(Residential (drawing or sketch)
(Longitudinal work in ROW	\$60.00 +\$0.10 / lf	Longitudinal Permit	
(Bore Beneath Pavement	\$60.00 +\$0.10 / lf	<u>Fee x 50 =</u> _____	

OCONEE COUNTY Roads and Bridges Department Approval

In compliance with your request and subject to all provisions, terms, conditions and restrictions stated in the application, general provisions on the reverse hereof, and special provisions below or attached hereto, the OCR&B approves the request. This permit shall become null and void unless the work contemplated herein shall have been completed prior to:

Date: _____

SPECIAL PROVISIONS: _____

Permit Specialist Review and Verification of Completeness of Form and Compliance of Encroachment Permit Policy.

Approval
Signature: _____

Date: _____

Manager/ Engineer: _____

Date: _____

FOR COUNTY INSPECTOR'S USE ONLY	DATE	ACCEPT	ADDITIONAL INSPECTOR COMMENTS:
Application Received			
Initial Inspection			
Pre-Construction Inspection			
In-Progress Inspection			
Final Inspection			
Additional Inspections			

GENERAL PROVISIONS

1. **NOTICE PRIOR TO STARTING WORK:** Before starting the work within the limits of the roadway right-of-way, the Oconee County Roads and Bridges Department shall be notified 48 hours in advance so that we may be present while the work is underway and this permit is subject to further restrictions.
2. **PERMIT SUBJECT TO INSPECTION:** This permit shall be kept at the site of the work at all times while said work is under way and must be shown to any representative of the County or law enforcement officer.
3. **PROTECTION OF ROADWAY TRAFFIC:** Adequate provisions shall be made for the protection of the roadway traffic at all times. Necessary detours, barricades, warning signs and flagmen shall be provided by and at the expense of the Permittee and shall be in accordance with the MUTCD, Latest Edition. No road will be blocked except for emergency situations. No county road closure shall be made without Oconee County Roads and Bridges Department approval and proper community notification. The work shall be planned and carried out so that there will be the least possible inconvenience to the roadway traffic. The Permittee agrees to observe all rules and regulations of the SCDDT and Oconee County while carrying on the work contemplated herein and take all other precautions for circumstances aforesaid.
4. **STANDARDS OF CONSTRUCTION:** All work shall conform to recognized standards of construction and shall be performed in a workmanlike manner. Adequate provisions shall be made for maintaining the proper drainage of the roadway. All work shall be subject to the supervision and satisfaction of the Oconee County Roads and Bridges Department.
5. **FUTURE MOVING OF PHYSICAL APPURTENANCES:** If, in the opinion of the Oconee County Roads and Bridges Department, it should ever become necessary to move or remove the physical appurtenances, or any part thereof contemplated herein, on account of change in location of the roadway, widening of the roadway, or for any other sufficient reason, such moving or removing shall be done at reasonable demand of the Roads and Bridges Department at the expense of the Permittee.
6. **RESTORATION OF ROADWAY FACILITIES UPON MOVING OR REMOVING OF PHYSICAL APPURTENANCES:** If, and when, the physical appurtenances contemplated herein shall be moved or removed, either on the demand of the Roads and Bridges Department or at the option of the Permittee, the roadway and ducts shall immediately be restored to their original condition at the expense of the Permittee.
7. **COSTS:** All work in connection with the construction, maintenance, moving or removing of the physical appurtenances contemplated herein shall be done by and at the expense of the Permittee.
8. Definitions of important terms are included in Section 26-7 of the Oconee County Code of Ordinances and are incorporated herein by reference.
9. **PERMISSION OF ABUTTING PROPERTY OWNERS:** It is a fact that this permit does not in any way grant or release any rights lawfully possessed by the abutting property owners. The Permittee shall secure any such rights necessary from said abutting property owners.
10. **WORK PERFORMANCE:**
 - (a) Utility Poles shall be placed at the distance from the centerline of the roadway as specifically stipulated herein and in the permit.
 - (b) All crossings over the roadway shall be constructed in accordance with Specifications for Overhead Crossings of Light and Power Transmission Lines and Telephone and Telegraph Lines over each other and over Highway Rights-of-Way in South Carolina, as approved by the Public Service Commission of South Carolina and attached as of date of this permit.
 - (c) Service and other small diameter pipes shall be jacked, driven, or otherwise forced underneath the pavements on any surfaced road without disturbing said pavement. The section under the roadway pavement and within a distance of two (2) feet on either side shall be continuous without joints.
 - (d) No excavation shall be cut unless specifically authorized herein.
 - (e) No excavation shall be deeper than three feet to the edge of pavement unless specifically authorized herein, nor shall be left open overnight without proper barricades and lights. Excavations shall be limited to a maximum one thousand (1000) square feet of open trench before backfill operations must begin.
 - (f) Underground facilities will be at minimum depths as defined in the Utility Accommodations Manual for the transmission, as follows:
 - (1) Bury under pavement - 4 feet minimum for hazardous or dangerous transmission- 3 feet minimum for other lines.
 - (2) Bury under other surfaces - 30 inches minimum for power and communication lines and 3 feet for all other facilities. Shallower depths may be approved in writing prior to installation if adequate protection is provided.
 - (g) Work shall be performed in accordance with the SCDDT's Latest Editions of "A Policy for Accommodating Utilities on Highway Rights-of-Way" and "Standard Specifications for Highway Construction".
11. The Permittee shall be responsible for obtaining any other approvals or permits necessary or proper for installation.
12. Permittee is responsible for maintaining reasonable access to private driveways during construction.
13. If a driveway approach adjoining a county road is cut or damaged during the process of installing utilities, it is the responsibility of the Permittee to replace such entire apron.
14. There shall be an excavation of soil no less than two feet of any public utility line or appurtenance laid by except with the consent of the owner thereof, or except upon special permission of the Roads and Bridges Department after an opportunity to be heard is given the owner of such line or appurtenance facility.
15. **LICENSED CONTRACTOR REQUIRED:** Licensed and bonded contractor/subcontractors or utility companies shall be required to perform all work within the county right-of-way unless expressly waived by the Roads and Bridges Department.
16. **BONDING OF WORK:** If a bond is required, a surety bond, cash bond, or irrevocable Letter of Credit from an accredited lending institution must be posted prior to issuance of the permit and will be held for a period of 18 months after all repairs have been completed. The cash bond is refundable after such 18 months waiting period, upon a final inspection to ensure work is completed to the satisfaction of the county.
17. Oconee County Roads and Bridges Department may revoke, amend, change, amend, amplify, or terminate this permit or any of the conditions herein enumerated if Permittee fails to comply with any of all the provision, requirements and regulations as herein set forth.
18. Except in emergency circumstances, all activity in the public right-of-way shall be performed during daylight hours, sunrise to sunset, unless otherwise specified in the Permit.
19. In accepting this permit, the Permittee agrees that any damage or injury done to the property of the Permittee or any expense incurred by the Permittee through the operation of a contractor shall be at the sole expense of the Permittee.
20. **LIABILITY:** Applicant/ Permittee assumes the sole responsibility for the safety and protection of the premises and of employees and other persons and assumes liability for any injury or damage occurring on account of the performance of work under this encroachment permit, whether due to negligence, fault or default of Applicant/ Permittee or not. Such liability of Applicant/ Permittee under this encroachment permit is absolute and is not dependent upon any question of negligence on its part or on the part of its agents, servants or employees, and neither the approval by the engineers or the chief engineer or the methods of doing the work nor the failure of the engineers or the chief engineer to call attention to improper or inadequate methods or to require a change in methods, nor the neglect of the engineers or the chief engineer to direct the Applicant/ Permittee to take any particular precautions or to refrain from doing any particular thing shall excuse the Applicant/ Permittee in case of any such injury to person or damage to property.
21. **INDEMNITY AGAINST LIABILITY:** Applicant/ Permittee shall indemnify Oconee County, its agents, officials and employees against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses that may in any way accrue against Oconee County in that the act was caused through negligence or omission of the Applicant/ Permittee or Applicant/ Permittee's employee or the subcontractor or subcontractor's employees, if any, and the Applicant/ Permittee shall, at Applicant/ Permittee's own expense, appear, defend, and pay all charges of attorneys and all costs and other expenses arising from or incurred in connection with that activity, and if any judgment shall be rendered against Oconee County in any such action, the Applicant/ Permittee shall, at Applicant/ Permittee's own expense, satisfy and discharge that judgment. Applicant/ Permittee expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by Applicant/ Permittee, shall in no way limit the responsibility to indemnify, keep and save harmless and defend Oconee County as here provided. Insurance coverage specified herein constitutes the minimum requirements and requirements shall in no way lessen limit the liability of Applicant/ Permittee. Applicant/ Permittee shall procure and maintain, at his own cost and expense, any additional kinds and amounts of insurance, which, in his own judgment, may be necessary for his property protection in the protection of the work.
22. **REVOCAION:** Oconee County reserves the right, at any time, to cancel the permit should the Applicant/ Permittee fail to comply with the terms and conditions under which it was granted. The County reserves the right, at any time, to cancel the permit should the Applicant/ Permittee fail to comply with the terms and conditions under which it was granted.
23. Sections 1-22 above represent a sub-set of the official Oconee County Roads and Bridges Department Encroachment Permit Policy that is included in Oconee County Code of Ordinances Section 26.

Initials of Applicant

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: July 16, 2013
COUNCIL MEETING TIME: 6:00 PM**

ITEM TITLE [Brief Statement]:

Second Reading of Ordinance 2013-09 "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 "

BACKGROUND DESCRIPTION:

This is the first subsequent rezoning request that has come before Oconee County Council. Below is the section from the Zoning Enabling Ordinance that discusses subsequent requests:

Sec. 38-8.6. - Subsequent rezoning.

- (a) Subsequent to the initial change of zoning of any parcel or group of parcels following adoption of these regulations, any individual property owner may make application for rezoning of a parcel(s). All such rezonings shall be subject to the standards set forth in these regulations and South Carolina Code of Laws, 1976, as amended.
- (b) Notwithstanding any effort to accomplish a prior rezoning, county council may at any time rezone a parcel or group of parcels pursuant to the goals established in the Oconee County Comprehensive Plan.

The proposed ordinance, 2013-09 (Sub01), stems from a subsequent rezoning request submitted by Mr. Jess Neville. The request consists of part of a parcel totaling 7.55 acres in the vicinity of the Melton Rd in the West Union area. This parcel is located in the residential area on the Future Land Use Map and is currently zoned in the Residential District. As submitted, the area would be zoned into the Traditional Rural District. There is a signed petition for the area submitted in the proposed request.

Also, this is the first case in which split-zoning has occurred in Oconee County. Split-zoning occurs when a parcel contains more than one zoning district. In this particular case, a deed was recorded on 12/31/12 which combined two parcels. One parcel is in the Traditional Rural District (~250 acres) and the other parcel is in the Residential District (~7.55). The deed combined the Residential District parcel into the Traditional Rural District parcel resulting in two zoning classifications being present on one parcel.

The request is to zone the portion of the parcel that is in Residential District into the Traditional Rural District.

On Monday, June 24, 2013, the Planning Commission voted 7-0 to recommend approval of Ordinance 2013-09 as requested.

SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:

A number of South Carolina counties have addressed split-zoning. Staff emailed all 46 counties the question of how they handle split-zoning. Some counties have chosen to allow split-zoning by either policy or by ordinance while other counties have chosen not to allow it by either policy or by ordinance. Below is a list of the Counties who responded regarding split-zoning:

Allow Split-Zoning: Abbeville, Fairfield, Greenville

Not Allow Split-Zoning: Florence, Charleston

No Zoning: Cherokee, Laurens, Dillion, Darlington

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.

Ref: Sub01

STAFF RECOMMENDATION [Brief Statement]:

It is staff's recommendation that Council [1] take second reading of Ordinance 2013-09, and [2] schedule the required public hearing.

FINANCIAL IMPACT [Brief Statement]:

_____ 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

Ordinance 2013-09 Sub01

Submitted or Prepared By:

Approved for Submittal to Council:

Department Head/Elected Official

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.

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2013-09**

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 portion of a parcel, listed below, previously zoned in the Residential District (RD), and duly identified on the Official Zoning Map to be in the Residential District, is 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)

177-08-02-019 p/o

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

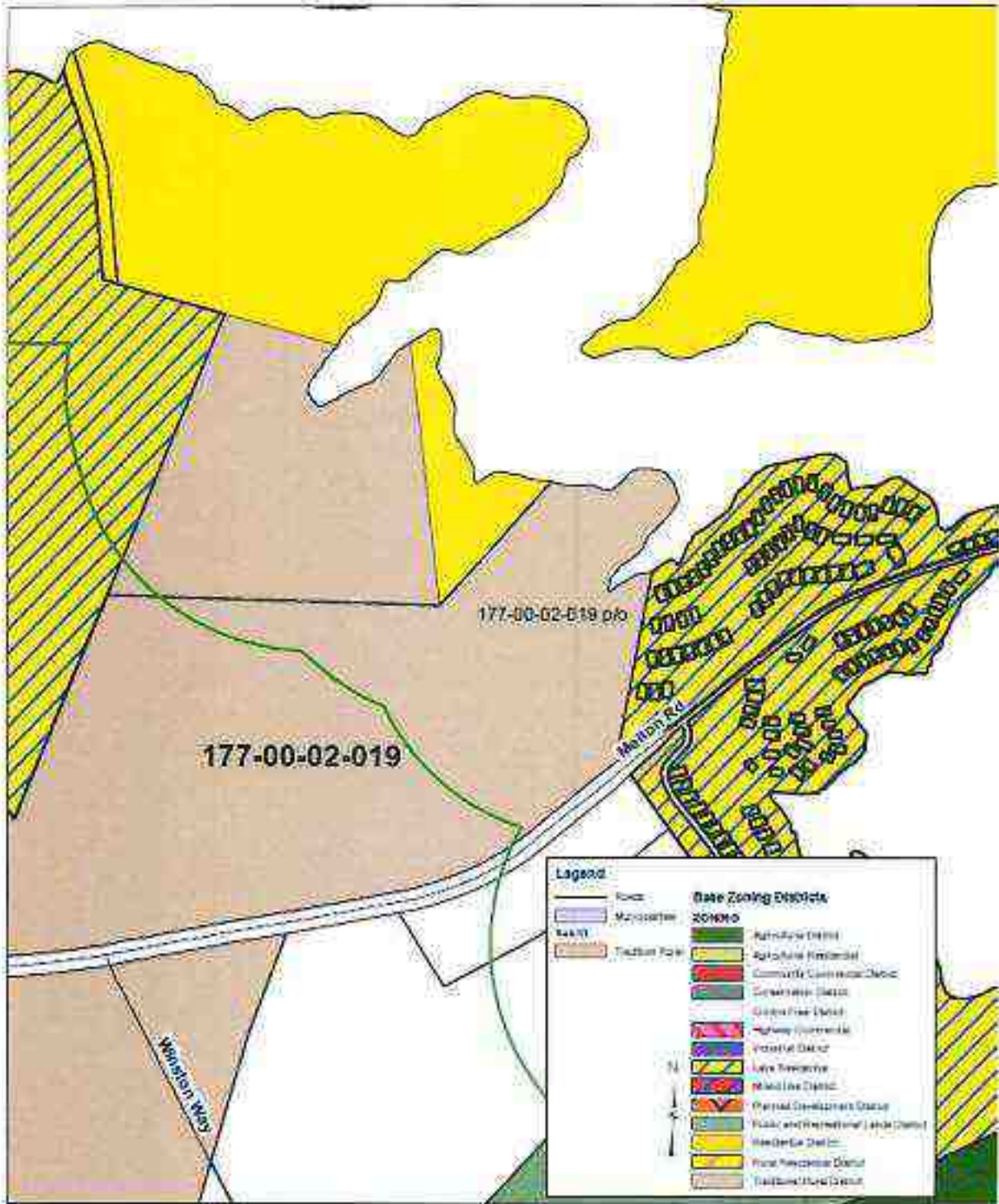
ATTEST:

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

First Reading: May 21, 2013
 Second Reading: July 16, 2013
 Public Hearing:
 Third Reading:

APPENDIX A

Parcels Rezoned by Ordinance 2013-09



PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: July 16, 2013

ITEM TITLE:

Title: Replacement Equipment for Current VM Ware Server Infrastructure Department(s): Info Tech Amount: 58,877.21

FINANCIAL IMPACT:



Procurement was approved by Council in Fiscal Year 2013-2014 budget process.



COOPERATIVE PROCUREMENTS/ State Contract #: 4400004838

Finance Approval:



BACKGROUND DESCRIPTION:

With our current VM Ware Server infrastructure we are operating at maximum capacity. The purchase of the new servers will increase our ability to efficiently expand our virtual environment.

ATTACHMENT(S):

Data Network Solutions, Inc Quote

STAFF RECOMMENDATION [Brief Statement]:

It is the staff's recommendation that Council approve the purchase of server equipment to Data Network Solutions, Inc, of Chapin, SC in the amount of \$58,887.21

Submitted or Prepared By:



Robyn Courtwright, Procurement Director

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 17 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.

629 Lake Side Dr.
Chapin, SC 29036
USA

Quote

Valid Till:

Quote Number : 13035700000336033

BILL TO:
Oconee County
415 S. Pine Street
Walhalla
SC
USA
29691

SHIP TO:
Oconee County
415 S. Pine Street
Walhalla
SC
USA
29691

Account Name: Oconee County
Contact Name:

Project: Cisco UCS B200-ENVP

Product Code	Product Description	Qty	Sell Price	Total
UCS-SP-ENVP-B200M3	CTO B200M3 W/ 2XE5-2665 128GB 1240 VC	4	\$7,796.25	\$31,185.00
UCS-SP-INFRA-CHSS	CTO UCS SP BASE 5108 BLADE SVR AC CHAS	1	\$6,455.30	\$6,455.30
UCS-SP-INFRA-FI	CTO UCS 6248 FI FC EXPN CARD CBL BDL	2	\$4,590.87	\$9,181.74
CON-SNT-SMS-1	SMARTNET 8X5XNBD SMS-1	1942	\$0.83	\$1,611.86
UCS-EZ-300GB-HDD	300GB 6GB SAS 10K RPM SFF HD	8	\$346.50	\$2,772.00
CAB-C19-CBN=	CISCO CABINET JUMPER PWR CAB 250V AC 16A	4	\$20.30	\$81.20
UCS-EZ-16GB-MEM	SKU 16GB DDR3-1600-MHZ NOT A STANDALONE	16	\$266.09	\$4,257.44
DNS-PS	DNS Professional Services Day (Cisco UCS)	1	\$0.00	\$0.00
			Sub Total	\$55,544.54
			Tax	\$0.00
			DNS Discount	\$0.00
			Grand Total	\$55,544.54

Terms and Conditions:

Quote No. State Contract: 4400001111

DNS reserves the right to amend quotation if errors or omissions occur.

Taxes, Shipping and Handling not included, and are billed as incurred.

Credit Card orders are subject to a 2.8% surcharge.

Returned hardware may be subject to a 25 % restocking fee.

All returns must be within 30 days of receipt, be pre-approved and have an DNS RMA#.

Terms are net 30 days from receipt of invoice. Accounts over 30 days subject to 18% late fees.

**Purchase Orders can be emailed to orders@datanetworksolutions.com.

Board / Commission Members' Attendance Practices

It is Council's desire to appoint citizens to boards and commission that have openly acknowledged their willingness to serve his/her community in this capacity. Therefore, it is Council's belief that persons who have been appointed to a board, commission or other authority should attend all meetings that are called. Some of the boards / commissions have specific attendance requirements in addition to those outlined in the Oconee County Code of Ordinances, Chapter 2, Section 2-241 as stated below:

A member who is absent from three consecutive meetings without adequate excuse, such as documented illness, shall be reported by the chairperson of that board to council and is subject to replacement by council. Any member may also be removed or replaced at will by majority vote of council upon the motion of the appointing council member at any time, unless appointment is required by or regulated by state or federal law.

DRAFT



**OCONEE COUNTY COUNCIL
WALHALLA, SOUTH CAROLINA**

**BOARDS, COMMISSIONS
& COUNCIL APPOINTED COMMITTEES**

**GENERAL INFORMATION &
ORIENTATION BOOKLET**

OCONEE COUNTY VISION STATEMENT

It is the mission of Oconee County to provide our current and future citizens and visitors quality services and to protect our neighborhoods, heritage and environment by managing growth and change through smart, inclusive planning.

OCONEE COUNTY MISSION STATEMENT

A diverse, growing, safe, vibrant community guided by rural traditions and shaped by natural beauty, where employment, education and recreation offer a rich quality of life for all generations, both today and tomorrow.

DRAFT

ESTABLISHED: JULY 2013

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<i>(to be inserted by Staff Liaison for Board /Commission)</i>	

BOARD / COMMISSION Summarized Duties / Responsibilities

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Oconee County has an excellent web site www.oconeesc.com which can provide you with specific information regarding county departments, the county's fiscal budget, council activities, contact information for departments and other helpful information.

Introduction:

Oconee County Council has the responsibility of appointing citizens to serve on boards, commissions and ad hoc committees [*“board/commission”*]. Council members view this process and appointment as a trust between Council, the appointee, the agency, and the community; all working together for the betterment of Oconee County.

Therefore, it is Oconee County Council’s desire to provide a general orientation regarding the appointee’s responsibilities on the board/commission. The information contained in this booklet is not a contract, but is information that will assist you in your roll as a public official representing the Oconee County Council.

Some of the boards and commission of Oconee County are jointly appointed with other governing bodies or agencies. Also, some of the boards are more of an advisory nature while some are policy making boards / commissions. The Department Head [or his/her designee], known as the “Staff Liaison” will work with your board / commission and will give to you specific information related to board / commission.

Definitions:

- **“Public Member”** means an individual appointed to a non-compensated part-time position on a board / commission / ad hoc committee. A public member does not lose the status by receiving reimbursement of expenses or a per diem payment for services.
- **“Public Official”** means an elected or appointed official of the State, a county, a municipality, or a political subdivision thereof, including candidates for office. Public Official does not mean a member of the judiciary except that for the purposes of campaign practices, campaign disclosure, and disclosure of economic interests, a probate judge is considered a public official and must meet the requirements of this chapter.
- **“Official Capacity”** means activities which:
 - arise because of the position held by the public official, public member, or public employee;
 - involve matters which fall within the official responsibility of the agency, the public official, the public member, or the public employee; and
 - Are services the agency would normally provide and for which the public official, public members, or public employee would be subject to expense reimbursement by the agency with which the public official, public member or public employee is associated.

Board / Commission Rules for Procedure & Specific By-Laws [if applicable]

All Boards & Commissions will operate utilizing the South Carolina Association of Counties [SCAC], Model Rule of Parliamentary Procedure for South Carolina Counties [most recent edition – viewable on the SCAC website].

It is each Board/Commission member's responsibility to review and adhere to specific rules of order and adopted by-laws; noting that conduct is not just specific to meetings of the board/commission.

Board / Commission Members' Attendance Practices

It is Council's desire to appoint citizens to boards and commission that have openly acknowledged their willingness to serve his/her community in this capacity. Therefore, it is Council's belief that persons who have been appointed to a board, commission or other authority should attend all meetings that are called. Some of the boards / commission have minimum attendance required which are outlined in the Oconee County Code of Ordinances for each board/commission

Freedom of Information Act [FOIA]

All Oconee County Boards & Commissions are required to comply with all aspects of the South Carolina Code 30-4-10; Freedom of Information Act. SCAC publishes a Freedom of Information Handbook for County Government [which can be viewed on the SCAC website].

CONSTITUTION OF THE STATE OF SOUTH CAROLINA

ARTICLE XVII: Miscellaneous Matters

Section 1. Qualifications of officers.

No person shall be elected or appointed to any office in this State unless he possess the qualifications of an elector: Provided, The provisions of this Section shall not apply to the offices of State Librarian and Departmental Clerks, to either of which offices any woman, a resident of the State two years, who has attained the age of twenty-one years, shall be eligible.

SECTION 1A. Qualification for office; two offices.

Every qualified elector is eligible to any office to be voted for, unless disqualified by age, as prescribed in this Constitution. No person may hold two offices of honor or profit at the same time, but any person holding another office may at the same time be an officer in the militia, member of a lawfully and regularly organized fire department, constable, or a notary public. The limitation above set forth "No person may hold two offices of honor or profit at the same time," does not apply to the circuit judges of the State under the circumstances stated in this section, but whenever it appears that any or all of the Justices of the Supreme Court are disqualified or otherwise prevented from presiding in any cause for the reasons set forth in Section 6 of Article V of the Constitution, the Chief Justice or in his stead the Senior Associate Justice when available shall designate the requisite number of circuit judges for the hearing and determination of the hearing. The limitation above set forth does not prohibit any officeholder from being a delegate to a constitutional convention. (1989 Act No. 9, Section 3, eff February 8, 1989.)

SECTION 1B. Property qualifications; term of office; dueling.

No property qualification, unless prescribed in this Constitution, shall be necessary for an election to or the holding of any office. No person shall be elected or appointed to office in this State for life or during good behavior, but the terms of all officers shall be for some specified period, except Notaries Public and officers in the Militia. After the adoption of this Constitution any person who shall fight a duel or send or accept a challenge for that purpose, or be an aider or abettor in fighting a duel, shall be deprived of holding any office of honor or trust in this State, and shall be otherwise punished as the law shall prescribe.

State Ethics Rules of Conduct – General Information:

All public employees, public officeholders, and public members are expected to adhere to and follow the Rules of Conduct as outlined in the Ethics Reform Act. Anyone who is found guilty of violating these rules is subject to prosecution by the State Ethics Commission and the Attorney General's Office.

A public official, public member, or public employee may not knowingly use his official office, membership, or employment to influence a government decision to obtain an economic interest for himself, a member of his immediate family, an individual with whom he is associated, or a business with which he is associated.

A person may not directly or indirectly give, offer, or promise anything of value to a public official, public member, or public employee with intent to influence the public official's, public member's, or public employee's official responsibilities, nor is the public official, public member, or public employee to ask, demand, solicit, or accept anything of value for himself or for another person in return for fulfilling his official responsibilities or duties.

A public official, public member, or public employee may not receive anything of value for speaking before a public or private group in his/her official capacity. A meal can be accepted if provided in conjunction with the speaking engagement where all participants are entitled to the same meal and the meal is incidental to the speaking engagement. A public official, public member or public employee may receive payment or reimbursement for actual expenses incurred.

Public officials, public members, or public employees may not receive money in addition to that received by the public official, public member, or public employee in his official capacity for advice or assistance given in the course of his employment as a public official, public member, or public employee.

No public official, public member, or public employee may disclose confidential information gained as a result of his responsibility as a public official, public member, or public employee that would affect an economic interest held by himself, a member of his immediate family, an individual with whom he is associated, or a business with which he is associated.

No person may serve as a member of a governmental regulatory agency that regulates any business with which that person is associated.

No person shall serve on the governing body of a state; county; municipal; or political subdivision, board, or commission and serve in a position of the same governing body which makes decisions affecting his economic interests.

A public official occupying a statewide office, a member of his immediate family, an individual with whom he is associated, or a business with which he is associated may not knowingly represent another person before a governmental entity.

No member of the General Assembly or an individual with whom he is associated or business with which he is associated may represent a client for a fee in a contested case before an agency, a commission, board, department, or other entity if the member of the General Assembly has voted in the election, appointment, recommendation, or confirmation of a member of the governing body of the agency, board, department, or other entity within the 12 preceding months.

A public member occupying statewide office, an individual with whom associated, or a business with which associated may not knowingly represent a person before the same unit or division of the governmental entity for which the public member has official responsibility.

A public official, public member, or public employee of a county or municipality, an individual with whom associated, or a business with which associated may not knowingly represent a person before any agency, unit, or subunit of that county or municipality.

A public employee, other than of a county or municipality, an individual with whom associated, or a business with which associated may not knowingly represent a person before an entity of the same level of government for which the public employee has official responsibility.

No public official, public member, or public employee may cause the employment, appointment, promotion, transfer, or advancement of a family member to a state or local office or position in which the public official, public member, or public employee supervises or manages. A public official, public member, or public employee may not participate in an action relating to the discipline of the public official's, public member's or public employee's family member.

A former public official, former public member, or former public employee holding office, membership, or employment may not serve as a lobbyist or represent clients before the agency or department on which the public official, public member, or public employee formerly served in a matter in which he directly and substantially participated for one year after terminating his public service or employment.

It is a breach of ethical standards for a public official, public member, or public employee who participates directly in procurement to resign and accept employment with a person contracting with the governmental body if the contract falls or would fall under the public official's, public member's, or public employee's official responsibility.

No person may use government personnel, equipment, materials, or an office building in an election campaign. A person may use public facilities for a campaign purposes if they are available on similar terms to all candidates and committees. Likewise, government personnel may participate in election campaign on their own time and on non-government premises.

A public official, public member, or public employee may not have an economic interest in a contract with the state or its political subdivisions if the public official, public member, or public employee is authorized to perform an official function (including writing or preparing the contract, accepting bids, and awarding of the contracts) relating to the contract.

It is the responsibility of each board / commission member to review and comply with all requirements as outlined on the South Carolina Ethics Commission website <http://ethics.sc.gov/>.

ORGANIZATION LINKS:

South Carolina Association of Counties [SCAC]

<http://www.sccounties.org/>

SCAC: Directory of County Officials

<http://www.sccounties.org/publications/pdf/DirectoryofCountyOfficials08.pdf>

SCAC: *"A Handbook for County Government in South Carolina"*

<http://www.sccounties.org/research/Handbook/Handbook2005.pdf>

SCAC: *"Model Rules of Parliamentary Procedure for South Carolina Counties"*

http://www.sccounties.org/publications/Parliamentary%20Procedure/parliamentary_proc.pdf

The Official Website of South Carolina

<http://www.sc.gov/>

South Carolina Ethics Commission

<http://www.ethics.sc.gov/>

Questionnaire for Boards / Commissions

At the April 1, 2008 meeting Council unanimously approved usage of the "Questionnaire for Boards / Commissions". The form is designed to allow citizens to express interest in serving on boards and/or commissions and will be updated frequently to accurately reflect current boards and commissions. The form did not prohibit Council members from seeking individuals who they feel are qualified to serve but would allow for a larger pool to draw from when openings arise.

At the May 15, 2012 County Council unanimously approved that all interested candidates seeking appointment and / or reappointment to any Oconee County appointed Board and / or Commission be required to complete the Questionnaire for Board / Commission prior to being considered for any appointment.

Oconee County Active Boards / Commissions

It is the responsibility of each board / commission member to review the full description of the duties/responsibilities etc. and to review the applicable section of the Oconee County Code of Ordinances referenced.

Copies of Code may be viewed on line at <http://www.municode.com>

<u>BOARD / COMMISSION</u>	<u>CODE OF ORDINANCE REFERENCE</u>	<u>CONTACT INFORMATION</u>
Appalachian Council of Government [ACOG] Board	County Council appoints one citizen member to represent the County on the ACOG Board. In addition, County Council will elect at their first meeting each year one Council member to also sit on the ACOG Board	Clerk to Council 718-1023
Aeronautics Commission	Chapter 18	Airport 882-2959
Anderson – Oconee Behavioral Health Services Commission	Chapter 2	
Building Codes Appeal Board	Chapter 6	Community Development 364-5103
Capital Project Advisory Committee	Chapter 2	Clerk to Council 718-1023
Conservation Bank Board	Chapter 2	Clerk to Council 718-1023
Economic Development Commission	Chapter 24	Economic Development 638-4210
Infrastructure Advisory Commission	Chapter 34	Clerk to Council 718-1023
Library Board	Chapter 18	Library Director 638-4133
Parks, Recreation & Tourism Commission	Chapter 2	PRT Director 888-1488
Planning Commission	Chapter 32	Planning 364-5109
Scenic Highway Committee	Chapter 36	Planning 364-5109
Worklink Workforce Board	County Council appoints members upon recommendation of the WorkLink Board.	
Board of Zoning Appeals	Chapter 32	Planning 364-5109

STAFF LIAISON:

INSERT BOARD / COMMISSION SPECIFIC DOCUMENTS TO INCLUDE BUT NOT LIMITED TO:

- ADOPTED RULES
- ADOPTED BY LAWS
- SPECIFIC STATE LAW SECTIONS THAT PERTAIN TO BOARD / COMMISSION



South Carolina Association of Counties

Charles T. Edms, President
Sumter County

Michael B. Cone
Executive Director

July 2, 2013

MEMORANDUM

TO: County Officials
FROM: Mike Cone
SUBJECT: Input Requested - SCAC Legislative Policy Development Process

The SCAC legislative policy development process is structured to assist in the formulation and adoption of the Association's policy positions. This process provides that the members of the SCAC Legislative Committee (consisting of the SCAC Board and each county council chair or his/her designee) be assigned to one of four policy steering committees. These steering committees are *County Government & Intergovernmental Relations; Revenue, Finance & Economic Development; Public Safety, Corrections & Judicial; and Land Use, Natural Resources & Transportation*. The SCAC President will appoint an additional 25 persons with expertise in these policy areas to serve on the steering committees.

The steering committees will meet at the SCAC Offices on September 10 and 11 to develop their policy papers. The policy papers will be presented to the County Council Coalition on October 18 (Embassy Suites Hotel, Columbia) for further input. The policy steering committees will reconvene at the Association offices on November 5 and 6 to refine their reports for presentation to the SCAC Legislative Committee at its conference December 5-6 in Charleston. The positions adopted by the Legislative Committee at this meeting will then become the official policy positions of the Association of Counties.

In consideration of the above, we are requesting your input on any legislative policy issues that you deem appropriate for consideration by the steering committees. So they can be included in the material that will be mailed to the steering committees in early September, it is requested that you submit any such proposals in writing to the Association offices no later than MONDAY, AUGUST 12.

Please feel free to call our office if you have any questions about the SCAC legislative policy development process.

1919 Tharmond Mall • P.O. Box 8207 • Columbia, SC 29202-8207
Phone: (803) 252-7255 • Fax: (803) 252-0379 • E-mail: scac@scac.sc • Website: www.sccounties.org

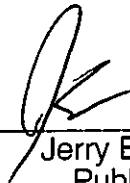
Building Stronger Counties for Tomorrow

PUBLISHER'S AFFIDAVIT

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE**

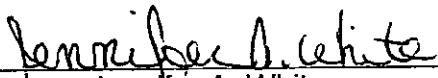
**IN RE: Oconee County Council
 Public Hearing
 Ordinance 2013-16**

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 6, 2013 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
8th day of July A.D. 2013



Jennifer A. White
Notary Public for South Carolina
My Commission Expires: 05/18/2014

TRANSPORTATION



10 OUTBACK I
premium 72k miles
\$15,800 (silver)
Pete's Auto
864-882-1467
402 S Oak St
Seneca



**11 HUNDAI
SONATA LTD.**
47k miles • \$19,400
Pete's Auto
864-882-1467
402 S Oak St.
Seneca

**1999 MERCURY
GRAND Marquis GS**
78k miles loaded
excellent shape
\$4,900
864-543-7870

2000 BUICK LESABRE
Custom, only 38k miles,
BK met green w/gray
cloth. New tires. Good
MPG. Pretty shiny, like
new. \$4,800. 864-3150



**2005 CHRYS
SEBRING CONV.**
82,500 miles
8 cylinder
Very good condition
\$6,500 • 864-886-9100



**2005 GRAND
MARQUIS**
87,000mi. full size spare
w/atching wheels, new
battery. \$8750. 864-844-
3122

TRANSPORTATION

2009 CHEVY MALIBU
LTZ. Only 20,000 mi.,
leather int., power
seats, sunroof
\$17,000. offer
864-247-7088



**2011 CHRYSLER
TOWN & COUNTRY**
touring L 64,500k mi
\$19,800
Pete's Auto
864-882-1467
402 S Oak St
Seneca



**97 CADILLAC
EL DORADO**
57k miles • \$5,500
Pete's Auto
864-882-1467
402 S Oak St.
Seneca

LEGALS

THE KEOWEE KEY
Utility System, Inc. has
completed its annual
Water Quality Report,
also known as a
Consumer Confidence
Report. This report has
been included in the
community monthly
newspaper, the
Sourabout, which is
mailed to all property
owners on our water bill
mailing list. Some resi-
dents who rent may not
be on this mailing list
and therefore not
receive a copy of the
Sourabout. However, it
is available free of
charge at the KKPQA
Administration Office,
1392 Stamp Creek
Road, Salem, SC 29676.

PUBLIC NOTICE

City of Seneca
221 East North First St
Seneca, SC 29676
Invitation for Bids
The City of Seneca,
Oconee County, South
Carolina will receive
sealed bids for Project

LEGALS

#2013-007 IFB-
Millbrook - Utility
Extension until 11:00
a.m. on Tuesday, July
16, 2013.

**PROJECT
DESCRIPTION:**
Extend existing sewer
line to facilitate installa-
tion of a new manhole.
**DOCUMENTS
AVAILABLE:**

Invitation for Bid pack-
age information is avail-
able at the City of
Seneca, Municipal
Building, 221 East North
First Street, Seneca, SC
(M. F. 8am-6pm,
EXCEPT CITY HOLI-
DAYS).

\$10.00 (non-refundable)
per package is required.
OWNER'S RIGHTS:

The City reserves the
right to reject in whole or
in part any and all sub-
mittals, to waive any
informality, and to accept
the response deter-
mined to be in best inter-
est of the City. All infor-
mation submitted shall
become the property of
the City and is subject to
public disclosure laws in
the State of South
Carolina.

Additional information
contact Chris Brabant:
Phone: (864) 885-2706
Email: cbrabant@cityof
seneca.sc.us

The Oconee County
Council will hold Public
Hearings for Ordinance
2013-18 "AN ORDI-
NANCE TO AMEND
CHAPTER 26 OF THE
OCONEE COUNTY
CODE OF ORDI-
NANCES IN CERTAIN
LIMITED REGARDS
AND PARTICULARS,
ONLY AS TO THE
AMENDMENT OF SEC-
TION 26-2 - PRIVATE
ROAD STANDARDS
AND REGULATIONS,
THE AMENDMENT OF
SECTION 26-7(E)
ENCROACHMENTS,
AND THE ESTABLISH-
MENT OF FUNDING
AND FEES POLICY
RELATING TO
ENCROACHMENT
POLICIES OF OCONEE
COUNTY, AND OTHER
MATTERS RELATED
THERE TO" on Tuesday,
July 16, 2013 at 6:00



SER
BE

AUTOMOTIVE

*Automotive Repair
Services of Seneca*



Your MRI Auto
Care Center

Hrs: 8:00-5:30
Monday-Friday

302 W. North
1st Street
864-973-9885

CLEANING

**MARINA'S
WINDOW CLEANING**

Quality Over Quantity
Means People
Helping People!
Help Me Help You!

Book Peter is asking
my customers by putting
a spider in your so I'd
never ride any safe.
Please define our entire
forms and we'll contact
you to schedule your
cleaning appointment.

www.marinaswindowcleaning.com

Insured & Bonded



Oconee County
Council Office



T. Scott Maulder
Administrator

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

Phone 864 718 1023
Fax 864 718 1024

E-mail
bnulke@oconeesc.com

Paul Cornell
Vice Chairman
District I

Wayne McCall
District II

Archie Barron
District III

Jose Thrift
District IV
Chairman

Reginald T. Dexter
District V

.....LEGAL AD.....

**PLEASE ADVERTISE IN THE NEXT ISSUE
OF YOUR NEWSPAPER**

The Oconee County Council will hold Public Hearings for Ordinance 2013-16 "AN ORDINANCE TO AMEND CHAPTER 26 OF THE OCONEE COUNTY CODE OF ORDINANCES IN CERTAIN LIMITED REGARDS AND PARTICULARS, ONLY, AS TO THE AMENDMENT OF SECTION 26-2 - PRIVATE ROAD STANDARDS AND REGULATIONS, THE AMENDMENT OF SECTION 26-7(E) ENCROACHMENTS, AND THE ESTABLISHMENT OF FUNDING AND FEES POLICY RELATING TO ENCROACHMENT POLICIES OF OCONEE COUNTY, AND OTHER MATTERS RELATED THERETO" on Tuesday, July 16, 2013 at 6:00 p.m. in Council Chambers, Oconee County Administrative Offices, 415 S. Pine Street, Walhalla, 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, Walhalla, South Carolina, 29691.



Beth Hulse

From: Beth Hulse
Sent: Wednesday, July 03, 2013 10:51 AM
To: Beth Hulse; classadmgr@upstatetoday.com
Subject: Public Hearing 2013-16, 7-16-13
Attachments: 070313 - PH 2013-16, 7-16-13.doc

Please run at your earliest convenience.
Thanks.

Elizabeth G. Hulse

Clerk to County Council

Oconee County Administrative Offices

415 South Pine Street

Walhalla, SC 29691

864-718-1023

864-718-1024 [fax]

bhulse@oconeesc.com

www.oconeesc.com/council

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Beth Hulse

From: Beth Hulse
Sent: Wednesday, July 03, 2013 10:52 AM
To: Beth Hulse; Chad Dorsett; Greenville News (localnews@greenvillenews.com); Kevin; Norman Cannada (ncannada@upstatetoday.com); Ray Chandler; Westminster News / Keowee Courier (westnews@bellsouth.net); WGOG (dickmangrum@wgog.com); WSPA TV - Channel 7 (assignmentdesk@wspa.com)
Subject: Public Hearing: Ordinance 2013-16 on July 16, 2013

The **Oconee County Council** will hold Public Hearings for **Ordinance 2013-16** "AN ORDINANCE TO AMEND CHAPTER 26 OF THE OCONEE COUNTY CODE OF ORDINANCES IN CERTAIN LIMITED REGARDS AND PARTICULARS, ONLY, AS TO THE AMENDMENT OF SECTION 26-2 – PRIVATE ROAD STANDARDS AND REGULATIONS, THE AMENDMENT OF SECTION 26-7(E) ENCROACHMENTS, AND THE ESTABLISHMENT OF FUNDING AND FEES POLICY RELATING TO ENCROACHMENT POLICIES OF OCONEE COUNTY; AND OTHER MATTERS RELATED THERETO" on Tuesday, July 16, 2013 at 6:00 p.m. in Council Chambers, Oconee County Administrative Offices, 415 S. Pine Street, Walhalla, SC.

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Elizabeth G. Hulse

Clerk to County Council

Oconee County Administrative Offices

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Walhalla, SC 29691

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