



OCONEE COUNTY COUNCIL
ABSTENTION FORM

Council Member Name:

Paul Cain

(Please Print)

Council Member Signature:

Paul A. Cain

Meeting Date:

6/2/15

Item for Discussion/Vote:

Reason for Absention:

I was not present for original meeting/discussion

I have a personal/familial interest in the issue.

Other:

partner drafted
language per court
order

Elizabeth G. Hulse
Clerk to Council

[This form to be filed as part of the permanent record of the meeting.]



Public Comment

SIGN IN SHEET

June 2, 2015 ~ ~ ~ 6:00 PM

The Public Comment Sessions at this meeting is limited to a total of 40 minutes, 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.

PLEASE PRINT

	FULL NAME	PURPOSE OF COMMENT
1	Ken Noy	AUDITOR PRESENTATION DECLINED
2	Debra Johnson	Budget
3	John Baker	Memo
4	Self Underwood	Budget
5	RICHARD MARCENICILL	NOISE ORDINANCE
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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 Commissions appointed by Council should do so in an appropriate manner.

Submitted by: John Nelson

From: Jim Scheider <jim.scheider@vmbllawfirm.com>

Sent: Tuesday, May 26, 2015 10:58 AM

To: afulfhum@jaspercountysc.gov; Dave L. Tedder

(dave@tedderlawoffice.com); asolomons@solomonsandlawton.com; sthornton29414@gmail.com; whsanders@yahoo.com

Cc: gkubic@bcgov.net; Gruber, Joshua (jgruber@bcgov.net); Antonia Lucia; Roberts Vaux; Rick Marscher; Mark Berglind; Tabor Vaux

Subject: 14th Circuit Counties vs. MERS and its member banks

<image001.gif>

Gentlemen: As each of you may know, Antonia Lucia and I recently attended a Hearing in Oconee County (Walhalla) (home of Dale Butts) before Judge McIntosh of the South Carolina Business Court, the subject of which were the collective Motions to Dismiss our claims filed by MERS and the banks.

There were two (2) of us representing the five (5) county Plaintiffs against which there were arrayed against us no less than twenty-five (25) attorneys from around the country representing MERS and its member banks.

After a three hour Hearing, Judge McIntosh informed all parties that he would issue his ruling in the next few weeks.

Attached for your review is a copy of Judge McIntosh's form Order denying the MERS Motions to Dismiss.

I expect a lot of activity by MERS and the banks in the weeks ahead.

Please let me know if you have further questions or if I need to attend an executive session to brief Council on the steps ahead.

Thanks to each of you for allowing us to represent Allendale, Beaufort, Colleton, Hampton and Jasper Counties in this ongoing litigation.

We intend to ask additional South Carolina counties to join in this litigation.

Best regards,

Jim Scheider

Pre-trial ruling favors the plaintiffs | WGOG

A 10th circuit judge has issued a pre-trial ruling in a civil case brought on behalf of five low state counties. The counties of Allendale, Beaufort, Colleton, Hampton and Jasper are alleging that the national electronic registry MERS and its member banks have corrupted a traditional land records system and replaced it with a controversial electronic data registry. Based on a recent hearing in Oconee County, Judge Lawton McIntosh denied the request by MERS and the banks to dismiss all claims made by the counties. McIntosh's ruling is seen as an initial ruling that keeps the case alive and clears a hurdle on the way to trial. One of the plaintiffs by name is Dale Butts, the Beaufort registrar of deeds who earlier held the same position in Oconee County. Oconee is not one of the plaintiffs, but Westminster businessman John Dalen has urged Oconee County Council to take an interest in the case because one of the potential outcomes could mean money for the county's coffers. According to a Beaufort law firm representing the plaintiffs, the counties also allege that MERS and the banks "have been and continue to file fraudulent and inaccurate documents in an attempt to push through home foreclosures and to deal with chain of title issues."

May 29, 2015

A 10th circuit judge has issued a pre-trial ruling in a civil case brought on behalf of five low state counties. The counties of Allendale, Beaufort, Colleton, Hampton and Jasper are alleging that the national electronic registry MERS and its member banks have corrupted a traditional land records system and replaced it with a controversial electronic data registry. Based on a recent hearing in Oconee County, Judge Lawton McIntosh denied the request by MERS and the banks to dismiss all claims made by the counties. McIntosh's ruling is seen as an initial ruling that keeps the case alive and clears a hurdle on the way to trial. One of the plaintiffs by name is Dale Butts, the Beaufort registrar of deeds who earlier held the same position in Oconee County. Oconee is not one of the plaintiffs, but Westminster businessman John Dalen has urged Oconee County Council to take an interest in the case because one of the potential outcomes could mean money for the county's coffers. According to a Beaufort law firm representing the plaintiffs, the counties also allege that MERS and the banks "have been and continue to file fraudulent and inaccurate documents in an attempt to push through home foreclosures and to deal with chain of title issues."

John <johndalen@gmail.com>

May 29 (2 days ago)

Presentation to County Council, June 2, 2015 Concerning the Minutes and Backup Material of the May 8, 2015 Called County Council Meeting. These minutes can be found on the County Website under Council, Minutes and Backup Material, May 8, 2015. The minutes were approved at the May 19, 2015 meeting.

- 1) My name is Ken Nix and I come before you in my official capacity as Oconee County Auditor. I was elected and began my first term in July 2009.
- 2) I will be married 45 years to my HS sweat heart in just three days.
- 3) I served 10 years in the Army Reserves with rank of SFC and received an honorable discharge.
- 4) My parents were honest hard working people who came through the Great Depression teaching me and my three brothers values of honesty, truthfulness, pay your bills and be a good citizen.
- 5) I graduated college in 1974 with a degree in Business Administration.
- 6) I have experienced the loss of a brother, both parents, grandparents and 22 blood aunts and uncles along with their spouses with only one uncle by marriage still living. Some were deceased prior to my birth.
- 7) I retired from Oconee Memorial Hospital with 30 years of service in Executive Management prior to taking the office of Auditor.
- 8) I am a fourth generation Oconeeon and have lived here all my 65 years.
- 9) I have the highest standard in ethics and morals and follow the laws as best I can as interpreted by the SC Department of Revenue.
- 10) I have taken the oath of office twice. It reads in part – I do solemnly swear that I will, to the best of my ability, discharge the duties thereof, and preserve and protect and defend the Constitution of this State and of the United States. We all took this oath, did we not? Mr. Cain and Mr. McCall you have taken it twice and Mr. Cain I believe you have also taken the Attorney Hippocratic Oath as well. I would think both are equally important but you as an attorney of the law may have a higher standard to follow.
- 11) Needless to say, I have experienced life's challenges and have some education, and a lot of experience and knowledge.
- 12) Mrs. Cammick (and I realize she is absent), Mr. McCall, Mr. Cain, based upon the back-up material and minutes of the May 8th called meeting, it gives the impression (allegedly) that each of you have had in-depth dialogue with the defendant concerning the Oconee County lawsuit, but can either of you say you have emailed, called or dropped by my office to ask any question what-so-ever to get the Auditor's perspective over taxation of personal property? I'll answer that question for you – NO you have not. Due diligence is getting all the facts and then making an informed decision. Where is the due diligence? Totally relying (allegedly) on the defendant is not due diligence, I call it unethical!

SOME FACTS AND OBSERVATIONS

- 13) FILOT – Airplanes were not assets that were allowed fee agreements in the early and mid-2000's. I understand Spartanburg was the first SC County to allow a fee for an airplane in 2009 after there was legislation passed to do so. So no FILOT agreement exists for any airplane that has ever been in Oconee County. Fee agreements fall under DOR jurisdiction and do have to pay taxes.
- 14) As far as Delaware corporations not being taxed, if so then we owe millions of dollars in refunds to Altera, BASF, Borg-Warner, Tyco/Covidien, Compact Air, Sandvik, and Schneider Electric (Square D) as they are Delaware Corporations and have fee agreements with us. Is there a difference for an airplane and a manufacturing corporation, the answer is no.
- 15) Taxation of personal property for corporations is SITUS – where it sits. There are three Attorney General Opinions and SC Code of Laws with interpretation by the SC Department of Revenue that cover taxation

of airplanes. By the way, my authority comes from the SC Department of Revenue. These laws are made for all taxpayers, rich or poor, and it is my sworn duty to apply them fairly and equally. The airplane in question has been taxed every year since 2006 – remember I became Auditor in 2009.

- 16) Taxpayers for certain personal property to include airplanes have two opportunities each year to help us determine if they are 1) Taxable and 2) help us with the value. For the ones that do not respond by April 30 of each year they receive another opportunity when I send certified mail with signature of receipt. Then once the tax notice is mailed they have until January 15th to appeal again. If these notices are ignored then that gives Auditors the right to value the asset as best they can. It includes penalties which compound the value in subsequent years as we don't know if the engine has been overhauled, airplane restored, salvaged or any other thing that may have affected the value. What do we say to the ones who will get tax notices this year when they ask why do I have to pay taxes?
- 17) The paper wrote Political Payback - How can that be, I did not ask for support from the Journal, I did not run ads in the Journal; I did not take contributions from any person, special interest group or Political Action Committee. I paid 100% of my campaigns with my own money and still garnered nearly 65% of the vote in 2012. I made no promises either spoken or written other than I would treat all citizens and taxpayers fairly and equally. My hands are clean and I am just wondering what did you promise?
- 18) The issue you have to decide, are you following your oath of office, do you honestly feel you are following the law, can you sleep at night knowing that you have done your job as an elected official - morally, ethically and legally. I can only answer for myself.
- 19) The minutes of the May 8th called meeting are readily on line through the County website. You have approved them based upon the agenda with actions that Mrs. Hulse distributes after each CC meeting. I want the public to know the truth, read these minutes, if anyone does not have access, let me know and I will walk you through the process. These minutes clearly show that Mr. McCall, Mrs. Cammett and Mr. Cain (allegedly) have had discussions with Mr. Edwards, the defendant, and have allowed him to dictate the settlement with the county, giving him all the freedom to sue the county and four elected officials who were doing their job of making sure all taxpayers pay their fair share of taxes, whether rich or poor. An email dated April 7 reads and I quote: "Scott, Paul (referring to Paul Cain) asked me to send you a copy of the agreement (Redline and Final) that has been agreed upon. I know that Joel and Reg will not vote for this but they do need to be given a copy to read before tonight's meeting. If you would send it to them I would appreciate it. Jerry Edwards, Edwards Group, Seneca, SC." The redline and final lawsuit settlement versions written by Mr. Edwards are attached to the email and was going to be approved by Mr. Cain, Mrs. Cammett and Mr. McCall. All this is public record and anyone can access this information from their home computer.
- 20) Do you truly believe in fairness and equality to all? You say it is saving taxpayer money by not letting the court decide; you say it will cost \$500,000, not sure where this number came from but just what is the value of equality to all citizens and taxpayers? How about considering the fact that you treat everyone the same, I pay my taxes, you pay yours, and don't you think everyone needs to pay their fair share. We say the taxes are owed, Mr. Edwards says he does not owe them, only a court can decide whether they are due or whether they should be taken off. You as County Council do not have the statutory authority to remove the taxes.
- 21) Mr. McCall you were recently quoted in the Anderson paper "I've got people in my district living on soda crackers and diet sodas. We need to cut down expenses, this is insanity" Yes sir, it is insanity that you don't require all taxpayers to pay their fair share, if you did then everyone's taxes would be a little less and may be more affordable.

- 22) Finally – you have heard from two highly respected attorneys with years of experience who represent the county, and both have advised that Mr. Edwards’s settlement either has legal issues or is putting the county at high risk but you still want to carry it forward. I am absolutely amazed of the representation you bring to our beautiful county. Again, I ask what did you promise?
- 23) Let me make this perfectly clear, I will not waiver over my strong moral or ethical values and I will fight to protect the rights of all taxpayers regardless of any impending threat.
- 24) I do thank you for your time and want to thank you Mr. Thrift, Mr. Dexter and Mr. Corbiel for representing fairness and equality for the good people of Oconee County.

Oath of Office

- “I do solemnly swear that I will, to the best of my ability, discharge the duties thereof, and preserve and protect and defend the Constitution of this State and of the United States.”

First FILOT in SC For An Airplane

- Spartanburg County – 2009, After Legislation Passed Allowing Fees.

Delaware Corporations Operating in Oconee County, SC

- ALTERA POLYMERS LLC- A DELAWARE LLC
- BASF – A DELAWARE CORPORATION
- BORG-WARNER – A DELAWARE CORPORATION
- COMPACT AIR – A DELAWARE LLC
- SANDVIK – A DELAWARE CORPORATION
- SCHNEIDER ELECTRIC – A DELAWARE CORPORATION
- TYCO/ COVIDIEN – A DELAWARE LP
- US ENGINE VALUE – A DELAWARE PARTNERSHIP

Auditor Authority

- South Carolina Code of Laws.
- Direction from the Department of Revenue.

Appeal Process for Airplanes

- Return Required (SC Code of Laws) by April 30th.
- If No Return Filed, Return Requested by Certified Mail, Signature Required.
- Tax Notice Due Date by January 15th.
- Can Appeal Set Value Until January 15th.

From: Scott Moulder
Subject: FW: Redline version and final version of settlement agreement
Date: April 7, 2015, 12:11 PM
To: The Hon. Joel R Thrift, Council District 4; The Hon. William C. Williams, Council District 5

T. Scott Moulder
County Administrator
Oconee County
415 S. Pine Street
Walhalla, SC 29691
(864) 638-4245

From: Jerry Edwards (<mailto:jerry@edwards-group.com>)
Sent: Tuesday, April 07, 2015 12:06 PM
To: Scott Moulder
Subject: Redline version and final version of settlement agreement

Scott, Paul asked me to send you a copy of the agreement (Redline and Final) that has been agreed upon. I know that Joel and Reg will not vote for this but they do need to be given a copy to read before tonight's meeting. If you would send it to them I would appreciate it.

Jerry Edwards
Edwards Group
125 Eagles Nest Drive
Seneca SC 29678
864-882-3272- office
864-710-8994- Cell
jerry@edwards-group.com <<mailto:jerry@edwards-group.com>>

 [FinalVersion.pdf](#)
1 KB

 [FinalVersion.pdf](#)
1 KB

Value of Fairness and Equality

- What Value Can You Place on Fairness and Equality and Upholding the Constitution of this State?

Two Respected Attorneys

- Have advised that there are illegal and unethical issues with this settlement and puts the County and certain individuals at risk.

**STATE OF SOUTH CAROLINA
OCONEE COUNTY
ORDINANCE 2015- 06**

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE AGREEMENT BY AND BETWEEN OCONEE COUNTY, SOUTH CAROLINA (THE "COUNTY") AND CASTO SOUTHEAST REALTY SERVICES, LLC OR ITS ASSIGNEE (THE "COMPANY") INCLUDING AN INFRASTRUCTURE IMPROVEMENT CREDIT RELATING TO THE FEES IN LIEU OF TAXES THEREUNDER PURSUANT TO TITLE 12, CHAPTER 44, CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED AND THE PLACEMENT OF RELATED PROPERTY IN A MULTICOUNTY INDUSTRIAL BUSINESS DEVELOPMENT PARK ESTABLISHED BY THE COUNTY; AUTHORIZING THE EXECUTION AND DELIVERY OF AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF SENECA; AND OTHER MATTERS RELATING THERETO.

WHEREAS, Oconee County, South Carolina (the "County"), acting by and through its County Council (the "County Council"), is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 of the Code of Laws of South Carolina, 1976, as amended (the "Act"), to acquire, or cause to be acquired, properties and to enter into agreements with any business to construct, operate, maintain and improve such property and to enter into or allow financing agreements with respect to such properties through which powers the economic development of the State of South Carolina (the "State") will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ the manpower, agricultural products and natural resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

WHEREAS, the County is authorized by the Act to execute a fee in lieu of tax agreement, as defined in the Act, with respect to any such project; and

WHEREAS, Casto Southeast Realty Services, LLC, a Florida limited liability company (referred to hereinafter as the "Company"), has requested the County to participate in executing a fee agreement (the "Fee Agreement") pursuant to the Act for the purpose of authorizing and of acquiring, by purchase and construction and installation of, certain real property and improvements, machinery, equipment, fixtures and furnishings for the purpose of the operation by the Company and its affiliates of certain commercial and business facilities in the County (the "Project"), all as more fully set forth in the Fee Agreement attached hereto; and

WHEREAS, the Project is expected to involve at least \$2,500,000 of investment in real and personal property, all within the fifth year after the year of execution of the Fee Agreement referred to herein; and

WHEREAS, under the authority granted to the County pursuant to Article VIII, Section 13(d) of the Constitution of South Carolina and Section 4-1-170 of the Code of Laws of South Carolina of 1976, as amended, the County and another South Carolina county or counties contiguous to the County are authorized to enter into an agreement for the development of a joint

county industrial or business park (the "Park Agreement") and to thereafter develop the industrial and business park described in the Park Agreement (a "Park"); and

WHEREAS, the County, acting through the County Council, is also authorized by Section 4-1-175, Section 4-29-68, and Section 12-44-70 of the South Carolina Code of Laws, 1976, as amended (collectively, the "Infrastructure Act") to provide infrastructure improvement credits (the "Infrastructure Credits"), secured by and based solely on revenues of the County from payments in lieu of taxes pursuant to Section 4-1-170, Code of Laws of South Carolina, 1976, as amended and Section 12-44-50 of the Act, for the purpose of defraying a portion of the cost of designing, acquiring, constructing, improving, or expanding infrastructure, land and improvements to real property as defined in Section 4-29-68(A)(2) and Section 12-44-70(B) of the Infrastructure Act in order to induce the Company to proceed with the Project in the County; and

WHEREAS, based upon the information supplied by the Company, the County has determined that the Project would benefit the general public welfare of the County by providing service, employment, recreation or other public benefits not otherwise provided locally; that the Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against the general credit or taxing power of either; that the purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes; that the inducement of the location or expansion of the Project within the County and State is of paramount importance; and, that the benefits of the Project will be greater than the costs; and

WHEREAS, the County is authorized by Sections 4-9-30 and 4-9-41 of the South Carolina Code of Laws, 1976, as amended, to enter into the joint administration of the exercise of powers, as authorized by Section 13 of Article VIII of the South Carolina Constitution with any incorporated municipality and desires to enter into an Intergovernmental Agreement with the City of Seneca (the "City") for the upgrade of certain municipal utility services serving the general area in which the Project will be located (the "Intergovernmental Agreement"), thereby helping provide such utility services for the Project; and

WHEREAS, after due consideration the County has determined that placing the real property on which the Project will be located into a Park through execution and delivery of a Park Agreement with Pickens County and entering into a Fee Agreement providing for a fee in lieu of tax ("FILOT") arrangement and granting certain Infrastructure Credits with respect to the Project, and entering into the Intergovernmental Agreement with the City will further the purposes and objectives of the Act and the Infrastructure Act; and

WHEREAS, it appears that the instruments above referred to, which are now before this meeting, are in appropriate form and are appropriate instruments to be executed and delivered by the County for the purposes intended.

NOW, THEREFORE, BE IT ORDAINED BY THE OCONEE COUNTY COUNCIL IN MEETING DULY ASSEMBLED:

Section 1. Pursuant to the Act, and based on information provided by the Company, the County Council has made and hereby makes the following findings:

(a) By providing improved or expanded commercial capabilities for the Company and improvements to the sewer system, roads and other infrastructure in the area in which the Project is to be located, the Project will subserve the purposes of the Act by promoting economic development in the County and in the State of South Carolina and are proper governmental and public purposes.

(b) Inasmuch as the Project, upon completion, will provide additional employment within the County and will enhance the productivity and general economic viability of the Company, the Project is anticipated to benefit the general public welfare of the County by providing employment, increased tax base and other public benefits.

(c) The Project will constitute a “project” as said term is referred to and defined in the Act and the County’s actions herein will subserve the purposes and in all respects conform to the provisions and requirements of the Act.

(d) The Project will not give rise to a pecuniary liability of the County or to any charge against its general credit or taxing power.

(e) The benefits of the Project will be greater than the costs.

Section 2. The form of the Fee Agreement providing for the FILOT arrangement and certain Infrastructure Credits with respect to the Project, and the Intergovernmental Agreement with the City and the Park Agreement with Pickens County in substantially the form as submitted herewith, are approved. The County is hereby authorized and directed to recover the full costs of the infrastructure which it provides for the Project through the Infrastructure Credits or through the Intergovernmental Agreement, directly, from the FILOT payments for the Project in the Park, or indirectly, by reimbursement from the Company from the Infrastructure Credits, through the Fee Agreement, and to restore those recovered funds to the County fund from which they were taken for such use, in the first place.

Section 3. The Chairman of County Council is hereby authorized and directed to execute and deliver the Fee Agreement and the Intergovernmental Agreement and the Park Agreement on behalf of the County, in substantially the form attached, or with such changes or additions as shall not materially prejudice the County, upon the advice of the county attorney, his execution being conclusive evidence of such approval; and the Clerk of the County Council is hereby directed and authorized to attest the same.

Section 4. The Chairman of County Council and all other appropriate officials of the County are hereby authorized to execute, deliver and receive any other agreements and documents as may be required in order to carry out, give effect to, and consummate the transactions contemplated by the Fee Agreement and the Intergovernmental Agreement and the Park Agreement.

Section 5. This Ordinance shall be construed and interpreted in accordance with the laws of the State of South Carolina.

Section 6. This Ordinance shall become effective immediately upon third reading by the Council.

Section 7. The provisions of this Ordinance are hereby declared to be severable and if any section, phrase, or provisions shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, that declaration shall not affect the validity of the remainder of the sections, phrases, and provisions hereunder.

Section 8. All orders, resolutions, and parts thereof in conflict herewith are, to the extent of the conflict, hereby repealed.

(signature page follows)

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Wayne McCall, Chairman of County Council
Oconee County, South Carolina

ATTEST:

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

First reading: January 20, 2015
Second reading: May 5, 2015
Public hearing: May 19, 2015
Third reading: June 2, 2015

STATE OF SOUTH CAROLINA)

COUNTY OF OCONEE)

I, the undersigned Clerk to Oconee County Council, State and County aforesaid, do hereby certify as follows:

1. The foregoing constitutes a true, correct, and verbatim copy of an Ordinance adopted upon third reading by the Oconee County Council at a duly called meeting on May 19, 2015.

2. The reading schedule shown on the attached Ordinance is true and correct; all three readings were accomplished at duly called meetings of the County Council; and the public hearing with respect thereto was conducted.

3. The original of the attached Ordinance is duly entered in the permanent records of minutes of meetings of the Oconee County Council which are in my custody as Clerk.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of Oconee County on this 19th day of May, 2015.

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

[SEAL]

FEE AGREEMENT

between

OCONEE COUNTY, SOUTH CAROLINA

and

CASTO OCONEE, LLC

Dated as of _____, 2015

TABLE OF CONTENTS

Page

RECITALS	1
ARTICLE I DEFINITIONS	3
ARTICLE II REPRESENTATIONS AND WARRANTIES	10
SECTION 2.1 REPRESENTATIONS OF THE COUNTY	10
SECTION 2.2 REPRESENTATIONS OF THE COMPANY	11
SECTION 2.3 ENVIRONMENTAL INDEMNIFICATION	13
ARTICLE III COMMENCEMENT AND COMPLETION OF THE PROJECT	13
SECTION 3.1 THE PROJECT.....	13
SECTION 3.2 DILIGENT COMPLETION	14
SECTION 3.3 INVESTMENT BY AFFILIATES	14
ARTICLE IV PAYMENTS IN LIEU OF TAXES	15
SECTION 4.1 NEGOTIATED PAYMENTS.....	15
SECTION 4.2 INFRASTRUCTURE PAYMENTS.....	19
SECTION 4.3 FILINGS WITH THE COUNTY	23
SECTION 4.4 PAYMENTS IN LIEU OF TAXES ON REPLACEMENT PROPERTY.....	24
SECTION 4.5 REDUCTIONS IN PAYMENTS OF TAXES UPON REMOVAL, CONDEMNATION OR CASUALTY.....	25
SECTION 4.6 PLACE AND ALLOCATION OF PAYMENTS IN LIEU OF TAXES	26
SECTION 4.7 REMOVAL OF EQUIPMENT	26
SECTION 4.8 DAMAGE OR DESTRUCTION OF PROJECT.....	26
SECTION 4.9 CONDEMNATION.....	27
SECTION 4.10 MAINTENANCE OF EXISTENCE	28
SECTION 4.11 INDEMNIFICATION COVENANTS	28
SECTION 4.13 ASSIGNMENT AND LEASING	29
SECTION 4.14 EVENTS OF DEFAULT.....	29
SECTION 4.15 REMEDIES ON DEFAULT	30
SECTION 4.16 REMEDIES NOT EXCLUSIVE	30
SECTION 4.17 REIMBURSEMENT OF LEGAL FEES AND EXPENSES	30
SECTION 4.18 NO WAIVER.....	31
SECTION 4.19 COLLECTION OF FEE PAYMENTS AND RELATED PAYMENTS	31
ARTICLE V MISCELLANEOUS	32
SECTION 5.1 NOTICES	32
SECTION 5.2 BINDING EFFECT.....	33
SECTION 5.3 COUNTERPARTS.....	33
SECTION 5.4 GOVERNING LAW	33
SECTION 5.5 HEADINGS	33
SECTION 5.6 AMENDMENTS.....	33
SECTION 5.8 FURTHER ASSURANCE	33
SECTION 5.8 SEVERABILITY	34
SECTION 5.9 LIMITED OBLIGATION.....	34

Oconee County, South Carolina

FEE AGREEMENT

THIS FEE AGREEMENT (this "Fee Agreement") is made and entered into as of _____, 2015, by and between OCONEE COUNTY, SOUTH CAROLINA (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina (the "State"), acting by and through the Oconee County Council (the "County Council") as the governing body of the County, and CASTO OCONEE, LLC (together with any of its subsidiaries or affiliates which may become parties to this Fee Agreement, the "Company"), a South Carolina limited liability company.

WITNESSETH:

Recitals.

The County is authorized by Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (the "Act") to enter into a fee agreement with business entities meeting the requirements of such Act which identifies certain property of such business entities as economic development property to induce such businesses to locate in the State and to encourage businesses now located in the State to expand their investments and thus make use of and employ manpower and other resources of the State.

Pursuant to an Inducement and Millage Rate Agreement dated as of _____, 2014 (the "Inducement Agreement") between the County and the Company's predecessor in interest, Casto Southeast Realty Services, LLC, which was authorized by a Resolution adopted by the County Council on December 2, 2014 (the "Inducement Resolution"), the County has agreed to provide certain benefits to the Company to induce it to establish a commercial and business facility

located within the County, which would consist of the acquisition, purchase, construction and improvement of land, buildings, and other structures thereon or therein, machinery and equipment, fixtures, and furnishings to be purchased and installed in connection therewith (collectively, the “Project”). The Project is expected to involve an investment in the County of at least \$2,500,000, all within the Investment Period (as defined herein), which is sufficient to qualify the Project for certain benefits provided by the Act.

Pursuant to the Act, and based upon information provided by the Company, the County finds that (a) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefit not otherwise provided locally; (b) the Project will not give rise to any pecuniary liability of the County or incorporated municipality or any charge against their general credit or taxing powers; (c) the purposes to be accomplished by the Project are proper governmental and public purposes; and (d) the benefits of the Project to the public are greater than the costs to the public.

Pursuant to an Ordinance adopted on _____, 2015 (the “Ordinance”), and in accordance with the Inducement Agreement, the County Council authorized the County to enter into this Fee Agreement, which identifies the Company as a commercial enterprise and the property comprising the Project as economic development property under the Act, and provides certain benefits to the Company pursuant to the Act.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, the parties hereto agree as follows, with the understanding that no obligation of the County described herein shall create a pecuniary liability or charge upon its general credit or taxing powers, but shall be payable solely out of the sources of payment described

herein and shall not under any circumstances be deemed to constitute a general obligation of the County:

ARTICLE I

DEFINITIONS

The terms defined in this Article shall for all purposes of this Fee Agreement have the meaning herein specified, unless the context clearly requires otherwise. Except where the context requires otherwise, words importing the singular number shall include the plural number and vice versa.

Act:

“Act” shall mean Title 12, Chapter 44, Code of Laws of South Carolina, 1976, and all future acts supplemental thereto or amendatory thereof.

Additional Infrastructure Rebates:

“Additional Infrastructure Rebates” shall mean the rebates to be paid by the County to the Company from the Net Fee Payments for costs of Qualifying Infrastructure Improvements incurred by the Company in connection with the Project, pursuant to Section 4.2(b) hereof.

Authorized Company Representative:

“Authorized Company Representative” shall mean any person designated from time to time to act on behalf of the Company as evidenced by a written certificate or certificates furnished to the County containing the specimen signature of each such person, signed on behalf of the Company by its President. Such certificates may designate an alternate or alternates, and may designate different Authorized Company Representatives to act for the Company with respect to different sections of this Fee Agreement.

Chairman:

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

Closing:

“Closing” or “Closing Date” shall mean the date of the execution and delivery hereof.

Code:

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

Company:

“Company” shall mean Casto Oconee, LLC, a South Carolina limited liability company, and its subsidiaries, affiliates and permitted successors and assigns.

County:

“County” shall mean Oconee County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina, its successors and assigns, acting by and through the County Council.

County Council:

“County Council” shall mean the Oconee County Council, the governing body of the County.

Diminution of Value:

“Diminution of Value” in respect of any Phase of the Project shall mean any reduction in the value based on original fair market value as determined in Step 1 of Section 4.1(a) of this Fee Agreement, of the items which constitute a part of the Phase which may be caused by (i) the Company's removal of property pursuant to Section 4.7 of this Fee Agreement, (ii) a casualty to the Phase of the Project, or any part thereof, described in Section 4.8 of this Fee Agreement or (iii) a

condemnation to the Phase of the Project, or any part thereof, described in Section 4.9 of this Fee Agreement.

Economic Development Property:

“Economic Development Property” shall mean all items of real and tangible personal property comprising the Project which are eligible for inclusion as economic development property under the Act, become subject to the Fee Agreement, and which are identified by the Company in connection with its annual filing of a SCDOR PT-100 (or comparable form) with the South Carolina Department of Revenue (as such filing may be amended from time to time) for each year within the Investment Period. Title to all Economic Development Property shall at all times remain vested in the Company or its permitted successors and assigns.

Environmental Claims:

“Environmental Claims” shall mean any and all damages, penalties, fines, claims, liens, suits, liabilities, costs (including monitoring and cleanup costs), judgments and expenses (including attorneys', consultants' or experts' fees and expenses) of every kind and nature suffered or asserted as a direct or indirect result of (i) any violation of any Environmental Laws (as hereinafter defined), or (ii) the falsity in any material respect of any warranty or representation made by the Company.

Environmental Laws:

“Environmental Laws” shall mean, collectively, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the Superfund Amendments and Reauthorization Act of 1986, the Resource Conservation and Recovery Act, the Federal Water Pollution Control Act, as amended, the Clean Air Act, the Toxic Substances Control Act, as amended, the South Carolina Pollution Control Act, the South Carolina Hazardous Waste Management Act, any other “Superfund” or “Superlien” law or any other federal, state or local

statute, law, ordinance, code, rule, regulation, order or decree relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or industrial waste, substance or material, as now or at any time hereafter in effect.

Equipment:

“Equipment” shall mean all of the machinery, equipment and fixtures, together with any and all additions, accessions, replacements and substitutions thereto or therefor to the extent such machinery, equipment and fixtures become a part of the Project under this Fee Agreement.

Event of Default:

“Event of Default” shall mean any Event of Default specified in Section 4.14 of this Fee Agreement.

Fee Agreement or Agreement:

“Fee Agreement” or “Agreement” shall mean this Fee Agreement.

Fee Payments:

“Fee Payments” shall mean the payments in lieu of ad valorem taxes to be made by the Company to the County pursuant to Section 4.1 hereof.

Fee Term or Term:

“Fee Term” or “Term” shall mean the period from the date of delivery of this Fee Agreement until the last Phase Termination Date unless sooner terminated or extended pursuant to the terms of this Fee Agreement.

Improvements:

“Improvements” shall mean improvements to real property, together with any and all additions, accessions, replacements and substitutions thereto or therefor, but only to the extent such

additions, accessions, replacements, and substitutions are deemed to become part of the Project under the terms of this Fee Agreement.

Inducement Agreement:

“Inducement Agreement” shall mean the Agreement entered into between the County and the Company dated as of _____, 2014 which was authorized by the Inducement Resolution.

Inducement Resolution:

“Inducement Resolution” shall mean the Resolution of the County Council adopted on December 2, 2014, authorizing the County to enter into the Inducement Agreement with regard to the Project.

Infrastructure Act:

“Infrastructure Act” shall mean, collectively, Title 4, Chapter 1, Section 4-29-68 and Section 12-44-70 of the Code, and all future acts supplemental thereto or amendatory thereof.

Infrastructure Payments:

“Infrastructure Payments” shall mean the payment to the County from the Net Fee Payments for costs of Qualifying Infrastructure Improvements incurred by the County in connection with the Project, pursuant to Section 4.2(a) hereof.

Investment Period:

“Investment Period” shall mean the period commencing January 1, 2015 and ending on the last day of the fifth property tax year following the earlier of the first property tax year in which economic development property is placed in service or the property tax year in which this Agreement is executed.

Net Fee Payments:

“Net Fee Payments” shall mean the Park Revenues retained by the County (including taxing entities therein) during the Qualifying Period under the Park Agreement.

Park:

“Park” means that certain Joint County Industrial Park to be established pursuant to the Park Agreement.

Park Agreement:

“Park Agreement” means the Agreement for Development for Joint County Industrial Park expected to be entered into between the County and Pickens County, South Carolina, or any other adjoining South Carolina county.

Park Revenues:

“Park Revenues” means the sum of the fee in lieu of *ad valorem* tax payments made by the owners of property located in the Park, including the Fee Payments made by the Company with respect to the Project, to the County.

Phase:

“Phase” or “Phases” in respect of the Project shall mean the Equipment, Improvements and Real Property, if any, placed in service during each year of the Investment Period.

Phase Termination Date:

“Phase Termination Date” shall mean with respect to each Phase of the Project December 31 of the year which is thirty years after December 31 of the year in which each such Phase of the Project becomes subject to the terms of this Fee Agreement.

Project:

“Project” shall mean the Equipment, Improvements, and Real Property, together with the acquisition, construction, installation, design and engineering thereof, in phases, which are used by

the Company or its tenants for its commercial facility. Based on the representations of the Company, the Project involves an initial investment of sufficient sums to qualify under the Act.

Qualifying Infrastructure Improvements:

“Qualifying Infrastructure Improvements” mean those improvements referred to in Section 4-29-68(A)(2)(i) of the Code to the Project and infrastructure serving the Project, and with respect to Qualifying Infrastructure Improvements made by the Company, only to the extent the investment in the same is certified by an Authorized Company Representative to the County.

Real Property:

“Real Property” shall mean real property, together with all and singular the rights, members and hereditaments and appurtenances belonging or in any way incident or appertaining thereto to the extent such become part of the Project under the terms of this Fee Agreement; all Improvements now or hereafter situated thereon; and all fixtures now or hereafter attached thereto, but only to the extent such Improvements and fixtures are deemed to become part of the Project under the terms of this Fee Agreement.

Removed Components:

“Removed Components” shall mean the following types of components or Phases of the Project or portions thereof, all of which the Company shall be entitled to remove from the Project with the result that the same shall no longer be subject to the terms of the Fee Agreement: (a) components or Phases of the Project or portions thereof which the Company, in its sole discretion, determines to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable or unnecessary; (b) components or Phases of the Project or portions thereof which the Company in its sole discretion, elects to remove pursuant to Section 4.7(c) or Section 4.8(c) of this Fee Agreement;

or (c) components or Phases or portions thereof which are removed pursuant to the expiration or earlier termination of any lease with a tenant located at the Project.

Replacement Property:

“Replacement Property” shall mean any property which is placed in service as a replacement for any item of Equipment or any Improvement which is scrapped or sold by the Company and treated as a Removed Component under Section 4.7 hereof regardless of whether such property serves the same function as the property it is replacing and regardless of whether more than one piece of property replaces any item of Equipment or any Improvement.

State:

“State” shall mean the State of South Carolina.

Any reference to any agreement or document in this Article I or otherwise in this Fee Agreement shall be deemed to include any and all amendments, supplements, addenda, and modifications to such agreement or document.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations of the County. The County hereby represents and warrants to the Company as follows:

(a) The County is a body politic and corporate and a political subdivision of the State which acts through the County Council as its governing body and, by the provisions of the Act, is authorized and empowered by the provisions of the Act to enter into the transactions contemplated by this Fee Agreement and to carry out its obligations hereunder. The County has duly authorized the execution and delivery of this Fee Agreement and any and all other agreements described herein or therein.

(b) Based on the representations of the Company, the Project constitutes a “project” within the meaning of the Act.

(c) By due corporate action, the County has agreed that, subject to compliance with applicable laws, each item of real and tangible personal property comprising the Project shall be considered Economic Development Property under the Act.

(d) The commitment of the Company to cooperate with the County in designing and constructing the Project in a manner which will exceed the minimum building standards in the County’s Code of Ordinances, including, without limitation, incorporating enhanced aesthetics in architectural designs (including, but not limited to, use of varying building façade materials and colors, minimizing views of loading and receiving areas from public roadways and varied storefront or building identity), landscaping and pedestrian walkways and connectivity within the Project, which will serve to make the Project an attractive and appealing gateway to the County, has been and is an essential consideration for the County’s willingness to enter into this Agreement and to offer economic development incentives for the Project.

Section 2.2 Representations of the Company. The Company hereby represents and warrants to the County as follows:

(a) The Company is duly incorporated and in good standing under the laws of the state of South Carolina, is qualified to do business in the State, has power to enter into this Fee Agreement, and by proper corporate action has duly authorized the execution and delivery of this Fee Agreement.

(b) The Company’s execution and delivery of this Fee Agreement and its compliance with the provisions hereof will not result in a default, not waived or cured, under any corporate

restriction or any agreement or instrument to which the Company is now a party or by which it is bound.

(c) The Company intends to operate the Project as a commercial shopping center and as a “project” within the meaning of the Act as in effect on the date hereof. The Company intends to operate the Project for the purpose of renting and selling commercial and retail space to businesses and to conduct other legal activities and functions with respect thereto, and for such other purposes permitted under the Act as the Company or its permitted successors and assigns may deem appropriate.

(d) The availability of the Fee Payments, the Infrastructure Payments and the Additional Infrastructure Rebates authorized herein have induced the Company to locate the Project within the County and the State.

(e) The Company will use its best efforts to invest at least \$2,500,000 at the Project, all within the Investment Period.

(f) The Company commits to cooperate with the County in designing and constructing the Project in a manner which will exceed the minimum building standards in the incorporating enhanced aesthetics in architectural designs (including, but not limited to, use of varying building façade materials and colors, minimizing views of loading and receiving areas from public roadways, and providing varied storefront or building identity) landscaping, and pedestrian walkways and connectivity within the Project, which will serve to make the Project an attractive and appealing gateway to the County. The Company agrees that its final plans and specifications for the development and construction of the Project shall incorporate such enhancements and acknowledges that the Company’s ability to receive the benefits of the negotiated Fee Payments and the Infrastructure Payments and the Additional Infrastructure Rebates for the Project are

conditioned upon approval by the County of such final plans and specifications, which approval shall not be unreasonably withheld, and the construction and completion of the Project in accordance with such plans and specifications.

Section 2.3 Environmental Indemnification. The Company shall indemnify and hold the County, its elected officials, officers, employees and agents (collectively, the “Indemnified Parties”) harmless from and against any and all Environmental Claims, except those resulting from grossly negligent or willfully harmful acts of the County or its successors, suffered by or asserted against the Company or the County as a direct or indirect result of the breach by the Company, or any party holding possession through the Company or its predecessors in title, of any Environmental Laws with regard to any real property owned by the Company which is subject to the terms of this Fee Agreement, or as a direct or indirect result of any requirement under any Environmental Laws which require the County, the Company or any transferee of the Company to eliminate or remove any hazardous materials, substances, wastes or other environmentally regulated substances contained in any real property subject to the terms of this Fee Agreement as a result of the action or omissions of the Company or its predecessors in title.

The Company's obligations hereunder shall not be limited to any extent by the terms of this Fee Agreement, and, as to any act or occurrence prior to fulfillment of the terms of this Fee Agreement which give rise to liability hereunder, shall continue, survive, and remain in full force and effect notwithstanding fulfillment of the terms or termination of this Fee Agreement.

ARTICLE III

COMMENCEMENT AND COMPLETION OF THE PROJECT

Section 3.1 The Project. The Company has acquired, constructed and/or installed or made plans for the acquisition, purchase, construction and/or installation of certain land, improvements to

buildings and other structures thereon or therein, machinery, equipment furnishings and fixtures which comprise the Project.

Pursuant to the Act, the Company and the County hereby agree that the property comprising the Project shall be Economic Development Property as defined under the Act to the extent that it qualifies as such under the Act and this Agreement. Anything contained in this Agreement to the contrary notwithstanding, the Company shall not be obligated to complete the acquisition of the Project provided it makes the payments required hereunder.

Section 3.2 Diligent Completion. The Company agrees to use its reasonable efforts to cause the acquisition, construction and installation of the Project to be completed as soon as practicable, but in any event on or prior to the end of the Investment Period. Anything contained in this Agreement to the contrary notwithstanding, the Company shall not be obligated to complete the acquisition of the Project in the event that it pays all amounts due by it under the terms of this Fee Agreement.

Section 3.3 Investment by Affiliates. The County and the Company agree that, to the extent permitted by Section 12-44-130 of the Act, investments in the Project may also be made by subsidiaries or affiliates of the Company, which shall qualify for the benefits provided to the Company hereunder; provided that such subsidiaries or affiliates are approved in writing by the County and such subsidiaries or affiliates agree to be bound by the provisions of this Fee Agreement. At any time and from time to time hereafter, the Company may request approval from the County for subsidiaries or affiliates of the Company to be permitted to make investments in the Project and obtain the benefits provided to the Company hereunder. Any approval by the County may be made by the Chairman of the County Council and the County Administrator, which approval shall be in writing. The Company agrees to notify the South

Carolina Department of Revenue of the identity of all subsidiaries or affiliates making investments in the Project as required by Section 12-44-130(B) of the Act and will provide copies of all such notifications to the County.

ARTICLE IV

PAYMENTS IN LIEU OF TAXES

Section 4.1 Negotiated Payments.

(a) Pursuant to Section 12-44-50 of the Act, the Company shall be required to make payments in lieu of ad valorem taxes (the "Fee Payments") to the County with respect to the Project. Inasmuch as the Company anticipates the Project will involve an initial investment of sufficient sums to qualify as a "minimum investment" as defined under the Act, the County and the Company have negotiated the amount of the Fee Payments in accordance therewith. In accordance therewith, the Company shall make Fee Payments on all real and personal property which comprises the Project and is placed in service during the Investment Period for a period of thirty (30) years with respect to each Phase until the Phase Termination Date for such Phase, as follows: the Company shall make Fee Payments for a period of thirty (30) years with respect to each Phase of the Project placed in service on each December 31 through the end of the Investment Period, said payments to be made annually for a period of thirty (30) years and to be due and payable and subject to penalty assessments on the same dates and in the same manner as prescribed by the County for ad valorem taxes. The amount of such annual Fee Payments shall be determined by the following procedure (subject, in any event, to the required procedures under the Act):

Step 1: Determine the fair market value of the Phase of the Project placed in service in any given year for such year and for the following 29 years using original income tax basis for State income tax purposes for any Real Property (provided, if any Real Property is constructed for the fee or is purchased in an arm's-length transaction, fair market value is deemed to equal the original income tax basis, otherwise, the Department of Revenue will determine fair

market value by appraisal) and original income tax basis for State income tax purposes less depreciation for each year allowable to the Company for any personal property as determined in accordance with Title 12, Code of Laws of South Carolina, 1976, as amended and in effect on December 31 of the year in which each Phase becomes subject to the Fee Agreement, except that no extraordinary obsolescence shall be allowable but taking into account all applicable property tax exemptions which would be allowed to the Company under State law, if the property were taxable, except those exemptions specifically disallowed under Section 12-44-50(A)(2) of the Act, as amended and in effect on December 31 of the year in which each Phase becomes subject to the Fee Agreement.

Step 2: Apply an assessment ratio of six (6%) percent to the fair market value as determined for each year in Step 1 to establish the taxable value of each Phase of the Project in the year it is placed in service and in each of the twenty-nine years thereafter.

Step 3: During the first five years after the initial Phase of the Project is placed in service using the greater of (i) the millage rate applicable to the Project site on June 30, 2014 (which the parties understand to be 215 mills) or (ii) the millage rate applicable to the Project site for the year in which the initial Phase of the Projects is placed in service, determine the amount of the Fee Payments which would be due in each of the first five years on the payment dates prescribed by the County for such payments.

Step 4: Upon the expiration of the first five year period in Step 3 and upon the expiration of each five year period thereafter until the Phase Termination Date, the millage rate shall be adjusted to the average cumulative actual millage rate then applicable to the Project site during the immediately preceding five year period in order to determine the amount of the Fee Payments which would be due in each of the immediately following five years on the payment dates prescribed by the County for such payments.

Step 5: Combine the annual payment for each Phase of the Project to determine the total annual Fee Payment to be made by the Company to the County for each year of the Fee Term.

(b) Illustration of Calculation of Negotiated Payments. By way of illustration (and subject, in any event, to the required procedures under the Act), if on December 31, 2015, the cost or fair market value of the calendar year 2015 Phase of the Project is determined to be \$10,000,000 and 90% thereof, or \$9,000,000, is real property and the remainder, or \$1,000,000, is personal property, the millage rate is 215 mills, the annual depreciation rate on personal property is eleven

(11%) percent of the original income tax basis of such property until the adjusted cost equals ten (10%) percent of original income tax basis, then the annual Fee Payments due hereunder for the first five years thereafter would be as follows: \$127,581 ($\$9,890,000 \times 6\% \times 215$ mills) for the first year; \$126,162 ($\$9,780,000 \times 6\% \times 215$ mills) for the second year; \$124,743 ($\$9,670,000 \times 6\% \times 215$ mills) for the third year; \$123,324 ($\$9,560,000 \times 6\% \times 215$ mills) for the fourth year; and \$121,905 ($\$9,450,000 \times 6\% \times 215$ mills) for the fifth year.

Continuing this illustration, if the average cumulative actual millage rate applicable to the Project site during the first five years after the 2015 Phase of the Project was placed into service was 230 mills, then the payment for the sixth year would be \$128,892 ($\$9,340,000 \times 6\% \times 230$ mills). The next four years of payments would be calculated in the same manner. The illustration assumes the real property value remains unchanged, but it is subject to periodic reassessment by the County.

Continuing this illustration, the Company would make its first Fee Payment for the 2015 Phase of the Project of \$127,581 by January 15, 2017 in order to avoid the application of any penalty. The Company would continue to make the annual Fee Payments for such 2015 Phase in each year according to the schedule prescribed by the County for payments of ad valorem taxes and would make its last payment, which would be assessed as of December 31, 2044, without penalty by January 15, 2046.

In the event that it is determined by a final order of a court of competent jurisdiction or by agreement of the parties that the minimum Fee Payment applicable to this transaction is to be calculated differently than described above, the payment shall be reset at the minimum permitted level so determined, but never lower than the payment levels agreed upon herein unless so approved in writing by the County Council then in office.

In the event that the Act and/or the above-described Fee Payments are declared invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions that such payments be reformed so as to most closely effectuate the legal, valid, and enforceable intent thereof and so as to afford the Company with the benefits to be derived herefrom, it being the intention of the County to offer the Company a strong inducement to locate the Project in the County. If the Project is deemed to be subject to ad valorem taxation, the Fee Payment to be paid to the County by the Company shall become equal to the amount which would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the Project did not constitute economic development property under the Act, but with appropriate reductions equivalent to all tax exemptions which would be afforded to the Company if the Project was and had not been economic development property under the Act. In such event, any amount determined to be due and owing to the County from the Company, with respect to a year or years for which Fee Payments have been previously remitted by the Company to the County hereunder, shall be reduced by the total amount of Fee Payments made by the Company with respect to the Project pursuant to the terms hereof.

(c) In the event that the Company has not invested at least Two Million Five Hundred Dollars (\$2,500,000) by the end of the Investment Period, beginning with the payment due for the last year of such Investment Period, then the Fee Payments to be paid to the County by the Company shall become equal to the amount as would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the Project were taxable, but with appropriate reductions equivalent to all tax exemptions which would be afforded to the Company if the Project were taxable. In addition to the foregoing, within ninety (90) days after the end of the Investment Period, the Company shall

pay to the County an amount which is equal to the excess, if any, of (i) the total amount of ad valorem taxes that would have been payable to the County with respect to the Project for tax years through and including the last year of the Investment Period, taking into account and calculating appropriate reductions for all applicable exemptions and allowable depreciation, over (ii) the total amount of Fee Payments actually made by the Company (taking into account any Infrastructure Credits received) with respect to the Project for tax years through and including the last year of the Investment Period (the “Deficiency Payment”). The Deficiency Payment is subject to interest being added, in accordance with the Act.

Section 4.2 Infrastructure Payments

(a) In order to finance the costs of designing, acquiring, constructing, expanding and improving the Infrastructure in connection with the proposed Project, based upon the expectation that the Company and its tenants located at the Project will make a total capital investment in real and personal property qualifying under the Act for the Project, without regard to depreciation, exceeding Thirty Million Dollars (\$30,000,000), all within the Investment Period, the County is agreeing to contribute \$600,000 toward the cost of the Infrastructure relating to certain utility upgrades serving the Project and the immediate area. Once the initial Phase of the Project is placed in service, the County will be reimbursed for its contributions to such Infrastructure by being paid an annual Infrastructure Payment pursuant to the Infrastructure Act equal to twenty percent (20%) of the annual Net Fee Payments up to a cumulative maximum total of \$600,000. The County has included or will include the Company’s Real Property upon which the Project is to be located in the Park pursuant to the Park Agreement in order to enable the Infrastructure Payment to be paid to the County as described herein. The Infrastructure Payment will be payable exclusively from Net Fee Payments the County receives and retains under the Park

Agreement. The agreement for the Infrastructure Payments shall not constitute a general obligation of indebtedness of the County nor a pledge of the full faith and credit or the taxing power of the County.

(b) (i) In order to finance the costs of designing, acquiring, constructing, expanding and improving the Infrastructure in connection with the proposed Project, based upon the expectation that the Company and its tenants located at the Project will make a total capital investment in real and personal property qualifying under the Act for the Project, without regard to depreciation, exceeding Thirty Million Dollars (\$30,000,000), all within the Investment Period, based upon the Company's payment for Infrastructure consisting of \$600,000 toward the utility upgrades described in Section 4.2(a) above and \$1,800,000 for road improvements to the public roads and rights of way serving the Project, the County agrees to grant and pay to the Company an annual Additional Infrastructure Rebate pursuant to the Infrastructure Act equal to fifty percent (50%) of the Net Fee Payments until such time as the Company has received a cumulative maximum total of \$2,400,000 plus a cumulative non-compounded return thereon of four percent (4%) per annum. The County has included or will include the Company's Real Property upon which the Project is to be located in the Park pursuant to the Park Agreement in order to enable the County to grant the Additional Infrastructure Rebates to the Company as described herein. The Additional Infrastructure Rebates will be payable exclusively from Net Fee Payments the County receives and retains each year under the Park Agreement. The Additional Infrastructure

Rebates shall not constitute a general obligation of indebtedness of the County nor a pledge of the full faith and credit or the taxing power of the County.

- (ii) The Additional Infrastructure Rebates shall not commence or continue unless or until the Company shall certify to the County in writing of (1) the aggregate amount of investment by the Company in Qualifying Infrastructure Improvements, and (2) the amount of total investment in the Project, which shall be at least \$5,000,000 in order to qualify for any Additional Infrastructure Rebates hereunder. In addition to the foregoing certifications, in order to address the commitments of the Company to the County described in Sections 2.1(d) and 2.2(f) hereof with respect to the construction of any specific building within the Project or a particular Phase of the Project, including, but not limited to, construction of any building on an outparcel of the Project, and the overall aesthetic impact of the Project at the Project site, the Company shall submit building plans to the County prior to or upon completion of such building or Phase which reflect compliance with the standards set forth in Section 4.2(b)(iii) below. In the event that such building or Phase causes the Project to not comply with such standards at such time, the Company and the County agree that all annual Additional Infrastructure Rebates payable by the County on or after the completion of such building or Phase shall be reduced by a percentage equal to (A) the cost of such building or Phase based upon the total capital investment therefor divided by (B) the total capital investment in the Project at the time of such completion or \$30,000,000, whichever is greater. Such reductions shall continue to be effective, unless or until such time as the Company brings the

Project into compliance with the standards of Section 4.2(b)(iii). Notwithstanding anything herein to the contrary, the aggregate amount of Additional Infrastructure Rebates to be taken on a cumulative basis at any point in time shall not exceed the aggregate amount of Company investment in Qualifying Infrastructure Improvements as of such time.

- (iii) The standards for all building facades at the Project, whether located on an outparcel or elsewhere on the Real Property, for single story buildings and the first floor of multi-story buildings which facades face a public street (collectively, the “Public Facades”) will require that such facades include certain building materials described below, which materials must comprise not less than twenty percent (20%) of building faces of the Public Facades in the aggregate at any time, excluding those areas which are glazed. Materials for the Public Facades would include, but not be limited to, one or more of the following, selected at the Company’s discretion; provided that any other materials selected for use shall be sufficiently consistent with the listed materials so as to create the aesthetically enhanced appearance sought for the Project, as the County and the Company may reasonably agree in writing, at the time: stone, including stacked stone, cultured stone and field stone; painted precast/tilt-wall or other concrete systems provided that they utilize form liners which give the appearance and texture of stone, wood or other natural material; masonry, including brick, block and split face block; hardie panels or other materials giving the appearance of wood; metal panels, including standing seam roofs or awnings; and exposed wood beams or material with the appearance of wood. The use of all materials listed above is not required,

but the listing is meant as a menu and guideline of Public Facade materials for the Company to choose to achieve the agreed-upon appearance of the Project, thereby justifying the Additional Infrastructure Rebates.

(c) Notwithstanding anything herein to the contrary, in no event shall the Company be entitled to claim any abatement of ad valorem taxes that might otherwise be allowed by law with respect to any portion of the Project which receives the benefit of the Infrastructure Payments or the Additional Infrastructure Rebates and the Company specifically and explicitly agrees not to claim or take such an abatement.

(d) NOTWITHSTANDING ANY PROVISION HEREIN TO THE CONTRARY, THE INFRASTRUCTURE PAYMENTS AND ADDITIONAL INFRASTRUCTURE REBATES AS SHALL BECOME DUE HEREON ARE LIMITED OBLIGATIONS OF THE COUNTY PROVIDED BY THE COUNTY SOLELY FROM THE FEE PAYMENTS DERIVED BY THE COUNTY PURSUANT TO THE AGREEMENT, AND DO NOT AND SHALL NEVER CONSTITUTE AN INDEBTEDNESS OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL PROVISION (OTHER THAN THE PROVISIONS OF ARTICLE X, SECTION 14(10) OF THE SOUTH CAROLINA CONSTITUTION) OR STATUTORY LIMITATION AND DO NOT AND SHALL NEVER CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWER. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY ARE NOT PLEDGED FOR THE INFRASTRUCTURE PAYMENTS OR REBATES.

Section 4.3 Filings with the County

(a) At the same time that the Company files its annual property tax return

(Form PT-100 or PT-300 or similar form) with the South Carolina Department of Revenue, the Company shall furnish to the County on an annual basis through the end of the Investment period a report on the total amount invested by the Company with respect to the Project through such period, together with a copy of the Company's Form PT-100 or PT-300 for such year. The Company shall also make all other filings required by Section 12-44-90 of the Act.

(b) At the time of its filings pursuant to Section 4.3(a) above, during each year of the Investment Period, the Company shall provide written certification to the Oconee County Administrator and Oconee County Auditor of the items referred to in part (B) of the penultimate sentence of Section 4.2(b) hereof.

Section 4.4 Payments in Lieu of Taxes on Replacement Property. If the Company elects to replace any Removed Components and to substitute such Removed Components with Replacement Property as a part of the Project, then, pursuant and subject in all events to the provisions of Section 12-44-60 of the Act, the Company shall make statutory payments in lieu of ad valorem taxes with regard to such Replacement Property as follows:

- (i) to the extent that the income tax basis of the Replacement Property (the "Replacement Value") is less than or equal to the original income tax basis of the Removed Components (the "Original Value") the amount of the payments in lieu of taxes to be made by the Company with respect to such Replacement Property shall be calculated in accordance with Section 4.1 hereof; provided, however, in making such calculations, the original cost to be used in Step 1 of Section 4.1 shall be equal to the lesser of (x) the Replacement Value and (y) the Original Value, and the number of annual payments to be made with respect to the Replacement Property shall be equal to thirty (30) minus the number of annual payments which have been

made with respect to the Removed Components; and provided, further, however, that in the event a varying number of annual payments have been made with respect to such Removed Components as a result of such Removed Components being included within more than one Phase of the Project, then the number of annual payments which shall be deemed to have been made shall be the greater of such number of annual payments; and

- (ii) to the extent that the Replacement Value exceeds the Original Value of the Removed Components (the "Excess Value"), the payments in lieu of taxes to be made by the Company with respect to the Replacement Property to the County shall be equal to the payment that would be due if the property were not Economic Development Property.

Section 4.5 Reductions in Payments of Taxes Upon Removal, Condemnation or Casualty.

In the event of a Diminution in Value of any Phase of the Project due to removal, condemnation, casualty, or otherwise, the payment in lieu of taxes with regard to that Phase of the Project shall be reduced in the same proportion as the amount of such Diminution in Value bears to the original fair market value of that Phase of the Project as determined pursuant to Step 1 of Section 4.1 hereof; provided, however, that if at any time subsequent to the end of the Investment Period, the total value of the Project based on the original income tax basis of the Equipment, Real Property and Improvements contained therein, without deduction for depreciation, is less than Two Million Five Hundred Dollars (\$2,500,000), beginning with the next payment due hereunder and continuing until the end of the Fee Term, the Company shall make payments equal to the payments which would be due if the property were not Economic Development Property.

Section 4.6 Place and Allocation of Payments in Lieu of Taxes. The Company shall make the Fee Payments directly to the County in accordance with applicable law. The County shall be responsible for allocating the Fee Payments among the County, any municipality or municipalities, school districts and other political units entitled under applicable law to receive portions of such payments.

Section 4.7 Removal of Equipment. Provided that no Event of Default shall have occurred and be continuing under this Fee Agreement, and subject, always, to Section 4.5 hereof, the Company shall be entitled upon written notice to the County to remove the following types of components or Phases of the Project from the Project with the result that said components or Phases (the "Removed Components") shall no longer be considered a part of the Project and shall no longer be subject to the terms of this Fee Agreement: (a) components or Phases which become subject to statutory payments in lieu of ad valorem taxes; or (b) components or Phases of the Project or portions thereof which the Company, in its sole discretion, determines to be inadequate, obsolete, uneconomic, worn-out, damaged, unsuitable, undesirable or unnecessary; or (c) components or Phases of the Project or portions thereof which the Company, in its sole discretion, elects to remove pursuant to Section 4.8(c) or Section 4.9(c) hereof.

Section 4.8 Damage or Destruction of Project.

(a) Election to Terminate. In the event the Project is damaged substantially in whole by fire, explosion, or any other casualty, the Company shall be entitled to terminate this Agreement.

(b) Election to Rebuild. In the event the Project is damaged by fire, explosion, or any other casualty, and if the Company does not elect to terminate this Agreement, the Company may commence to restore the Project with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as

may be desired by the Company. All such restorations and replacements shall be considered substitutions of the destroyed portions of the Project and shall be considered part of the Project for all purposes hereof, including, but not limited to any amounts due by the Company to the County under Section 4.1 hereof.

(c) Election to Remove. In the event the Company elects not to terminate this Agreement pursuant to subsection (a) and elects not to rebuild pursuant to subsection (b), the damaged portions of the Project shall be treated as Removed Components.

(d) Effect of Election. Any election by the Company under this Section 4.8 shall be subject to the terms and provisions of Section 4.6 hereof, and shall not operate to relieve the Company of its obligation to pay any amounts that may become due under Sections 4.1 or 4.2 hereof or other amounts then due and payable to the County under this Agreement and shall be subject to any provisions of this Agreement which are expressly stated to survive termination hereof.

Section 4.9 Condemnation.

(a) Complete Taking. If at any time during the Fee Term title to or temporary use of the entire Project should become vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation or the right of eminent domain, or by voluntary transfer under threat of such taking, or in the event that title to a portion of the Project shall be taken rendering continued occupancy of the Project commercially infeasible in the judgment of the Company, the Company shall have the option to terminate this Fee Agreement as of the time of vesting of title by sending written notice to the County within a reasonable period of time following such vesting.

(b) Partial Taking. In the event of a partial taking of the Project or a transfer in lieu thereof, the Company may elect: (i) to terminate this Fee Agreement; or, subject to Section 4.5 hereof; (ii) to repair and restore the Project, with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Company; or, subject to Section 4.5 hereof; (iii) to treat the portions of the Project so taken as Removed Components.

(c) Effect of Election. Any election by the Company under this Section 4.9 shall be subject to the terms and provisions of Section 4.6 hereof, and shall not operate to relieve the Company of its obligation to pay any amounts that may become due under Sections 4.1 and 4.2 hereof or other amounts then due and payable to the County under this Agreement, and shall be subject to any provisions of this Agreement which are expressly stated to survive termination hereof.

Section 4.10 Maintenance of Existence. The Company agrees that it shall not take any action which will materially impair the maintenance of its corporate existence or its good standing under all applicable provisions of its state of incorporation and State law.

Section 4.11 Indemnification Covenants. The Company shall and agrees to indemnify and save the County, its elected officials, officers, employees and agents (collectively, as previously identified, the "Indemnified Parties") harmless against and from all claims by or on behalf of any person, firm or corporation arising from the County's entry into this Agreement. The Company shall indemnify and save the County and the Indemnified Parties harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon, and upon notice from the County or any Indemnified Party, the Company shall defend them in any such action, prosecution or proceeding with counsel

reasonably acceptable to the County and the Indemnified Party. The Company also agrees to pay all other reasonable and necessary out of pocket expenses of the County in the negotiation, preparation, approval and administration of this Agreement, including, without limitation, attorneys' fees.

Section 4.12 [INTENTIONALLY OMITTED]

Section 4.13 Assignment and Leasing. This Fee Agreement may be assigned in whole or in part and the Project may be leased as a whole or in part by the Company so long as such assignment or lease is made in compliance with Section 12-44-120 of the Act, or any successor provision. To the extent permitted by said Section 12-44-120, no consent of the County to such assignment or leasing shall be required for financing related transfers.

Section 4.14 Events of Default. The following shall be "Events of Default" under this Fee Agreement, and the term "Events of Default" shall mean, whenever used with reference to this Fee Agreement, any one or more of the following occurrences:

(a) Failure by the Company to pay, upon levy, the Fee Payments or any other amounts payable to the County under this Agreement; provided, however, that the Company shall be entitled to all redemption rights granted by applicable statutes;

(b) Failure by the Company to make the minimum investment required by the Act within the Investment Period, or to maintain such minimum level of investment, without regard to depreciation as required by the Act after the Investment Period has expired;

(c) Failure by the Company to perform any of the other material terms, conditions, obligations or covenants of the Company hereunder, which failure shall continue for a period of ninety (90) days after written notice from the County to the Company specifying such failure and requesting that it be remedied, unless the County shall agree in writing to an extension of such time prior to its expiration.

Section 4.15 Remedies on Default. Whenever any Event of Default shall have occurred and shall be continuing, the County may take any one or more of the following remedial actions:

- (a) Terminate the Fee Agreement, including all terms and provisions thereof; or
- (b) Take whatever action at law or in equity may appear necessary or desirable to collect the other amounts due and thereafter to become due or to enforce performance and observance of any obligation, agreement or covenant of the Company under this Fee Agreement.

Section 4.16 Remedies Not Exclusive. No remedy conferred upon or reserved to the County under this Fee Agreement is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other lawful remedy now or hereafter existing. No delay or omission to exercise any right or power accruing upon any continuing default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the County to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as may be herein expressly required and such notice required at law or equity which the Company is not competent to waive.

Section 4.17 Reimbursement of Legal Fees and Expenses. If either party shall default under any of the provisions of this Fee Agreement and the other party shall employ attorneys or incur other reasonable expenses for the collection of payments due hereunder or for the enforcement of performance or observance of any obligation or agreement on the part of such other party contained herein, the defaulting party will, within thirty (30) days of demand therefor, reimburse the reasonable fees of such attorneys and such other reasonable expenses so incurred by the County.

Section 4.18 No Waiver. No failure or delay on the part of either party to this Agreement in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. No waiver of any provision hereof shall be effective unless the same shall be in writing and signed by the waiving party.

Section 4.19 Collection of Fee Payments and Related Payments. In addition to all other remedies herein provided, the nonpayment of Fee Payments and related make-whole payments to the County required hereunder shall constitute a lien for tax purposes as provided in Section 12-44-90 of the Act. In this regard, and notwithstanding anything in this Agreement to the contrary, the County may exercise the remedies provided by general law (including Title 12, Chapter 49, of the Code) relating to the enforced collection of ad valorem taxes to collect any Fee Payments and such make-whole payments due hereunder.

ARTICLE V

MISCELLANEOUS

Section 5.1 Notices. Any notice, election, demand, request or other communication to be provided under this Fee Agreement shall be effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

AS TO THE COUNTY:

Oconee County, South Carolina
415 South Pine Street
Walhalla, SC 29691
Attention: County Administrator

WITH A COPY TO:

Oconee County Attorney
The McNair Law Firm, P.A.
104 S. Main Street, Suite 700
Greenville, SC 29601

AS TO THE COMPANY:

Casto Oconee, LLC
c/o Casto Southeast Realty Services, LLC
5391 Lakewood Remch Boulevard, Suite 100
Sarasota, FL 34240
Attention: Brett Hutchens, President

WITH A COPY TO:

Casto Oconee, LLC
c/o Casto
250 Civic Center Drive, Suite 500
Columbus, OH 43215
Attention: General Counsel

and WITH A COPY TO:

Smith Moore Leatherwood LLP
Post Office Box 87
Greenville, SC 29602
Attention: Richard L. Few, Jr., Esq.

Section 5.2 Binding Effect. This Fee Agreement and each document contemplated hereby or related hereto shall be binding upon and inure to the benefit of the Company and the County and their respective successors and assigns. In the event of the dissolution of the County or the consolidation of any part of the County with any other political subdivision or the transfer of any rights of the County to any other such political subdivision, all of the covenants, stipulations, promises and agreements of this Fee Agreement shall bind and inure to the benefit of the successors of the County from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of the County has been transferred.

Section 5.3 Counterparts. This Fee Agreement may be executed in any number of counterparts, and all of the counterparts taken together shall be deemed to constitute one and the same instrument.

Section 5.4 Governing Law. This Fee Agreement and all documents executed in connection herewith shall be construed in accordance with and governed by the laws of the State.

Section 5.5 Headings. The headings of the articles and sections of this Fee Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Fee Agreement.

Section 5.6 Amendments. The provisions of this Fee Agreement may be modified or amended in writing by any agreement or agreements entered into between the parties.

Section 5.7 Further Assurance. From time to time the County agrees to execute and deliver to the Company such additional instruments as the Company may reasonably request to effectuate the purposes of this Fee Agreement.

Section 5.8 Severability. If any provision of this Fee Agreement is declared illegal, invalid or unenforceable for any reason, the remaining provisions hereof shall be unimpaired and such illegal, invalid or unenforceable provision shall be reformed so as to most closely effectuate the legal, valid and enforceable intent thereof and so as to afford the Company with the maximum benefits to be derived herefrom, it being the intention of the County to offer the Company a strong inducement to locate the Project in the County.

Section 5.9 Limited Obligation. **ANY OBLIGATION OF THE COUNTY CREATED BY OR ARISING OUT OF THIS FEE AGREEMENT SHALL BE A LIMITED OBLIGATION OF THE COUNTY, PAYABLE BY THE COUNTY SOLELY FROM THE PROCEEDS DERIVED UNDER THIS FEE AGREEMENT AND SHALL NOT UNDER ANY CIRCUMSTANCES BE DEEMED TO CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION.**

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and behalf by the County Council Chairman and to be attested by the Clerk to County Council; and the Company has caused this Fee Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Wayne McCall, Chairman of Oconee County
Council
Oconee County, South Carolina

Attest:

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

CASTO OCONEE, LLC

By: _____
Its: Operating Manager

STATE OF SOUTH CAROLINA	)	INTERGOVERNMENTAL
	)	AGREEMENT
COUNTY OF OCONEE)	
)	
CITY OF SENECA	)	AN INTERGOVERNMENTAL
	)	AGREEMENT BETWEEN
	)	OCONEE COUNTY, SOUTH CAROLINA
	)	AND THE CITY OF SENECA,
	)	SOUTH CAROLINA, PERTAINING
	)	TO THE CREATION OF A JOINT
	)	COUNTY INDUSTRIAL AND
	)	BUSINESS PARK WITHIN OCONEE
	)	COUNTY AND THE CITY OF
	)	SENECA (CASTO OCONEE, LLC)

WHEREAS, Oconee County, South Carolina (the "County"), acting by and through its County Council (the "County Council"), is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 of the Code of Laws of South Carolina, 1976, as amended (the "Act"), to acquire, or cause to be acquired, properties and to enter into agreements with any business to construct, operate, maintain and improve such property and to enter into or allow financing agreements with respect to such properties through which powers the economic development of the State of South Carolina (the "State") will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ the manpower, agricultural products and natural resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

WHEREAS, the County is authorized by the Act to execute a fee in lieu of tax agreement, as defined in the Act, with respect to any such project; and

WHEREAS, Casto Oconee, LLC, a South Carolina limited liability company (referred to hereinafter as the "Company"), has requested the County to participate in executing a fee agreement (the "Fee Agreement") pursuant to the Act for the purpose of authorizing and of acquiring, by purchase and construction and installation of, certain real property and improvements, machinery, equipment, fixtures and furnishings for the purpose of the operation by the Company and its affiliates of certain commercial and business facilities in the County (the "Project"), all as more fully set forth in the Fee Agreement; and

WHEREAS, the Project is expected to involve in excess of \$30,000,000 of investment in real and personal property, all within the fifth year after the year of execution of the Fee Agreement referred to herein; and

WHEREAS, under the authority granted to the County pursuant to Article VIII, Section 13(d) of the Constitution of South Carolina and Section 4-1-170 of the Code of Laws of South Carolina of 1976, as amended, the County and another South Carolina county or counties contiguous to the County are authorized to enter into an agreement for the development of a joint

county industrial or business park (the "Park Agreement") and to thereafter develop the industrial and business park described in the Park Agreement (a "Park"); and

WHEREAS, the County, acting through the County Council, is also authorized by Section 4-1-175, Section 4-29-68, and Section 12-44-70 of the South Carolina Code of Laws, 1976, as amended (collectively, the "Infrastructure Act") to provide infrastructure improvement credits (the "Infrastructure Credits"), secured by and based solely on revenues of the County from payments in lieu of taxes pursuant to Section 4-1-170, Code of Laws of South Carolina, 1976, as amended and Section 12-44-50 of the Act, for the purpose of defraying a portion of the cost of designing, acquiring, constructing, improving, or expanding infrastructure, land and improvements to real property as defined in Section 4-29-68(A)(2) and Section 12-44-70(B) of the Infrastructure Act in order to induce the Company to proceed with the Project in the County; and

WHEREAS, based upon the information supplied by the Company, the County has determined that the Project would benefit the general public welfare of the County by providing service, employment, recreation or other public benefits not otherwise provided locally; that the Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against the general credit or taxing power of either; that the purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes; that the inducement of the location or expansion of the Project within the County and State is of paramount importance; and, that the benefits of the Project will be greater than the costs; and

WHEREAS, the County is authorized by Sections 4-9-30 and 4-9-41 of the South Carolina Code of Laws, 1976, as amended, to enter into the joint administration of the exercise of powers, as authorized by Section 13 of Article VIII of the South Carolina Constitution with any incorporated municipality and desires to enter into an Intergovernmental Agreement with the City of Seneca (the "City") for the upgrade of certain municipal utility services serving the general area in which the Project will be located (the "Intergovernmental Agreement"), thereby helping provide such utility services for the Project, for that entire part of the County, and for the City's use in providing utility services to the Company and the Project; and

WHEREAS, after due consideration the County has determined that placing the real property on which the Project will be located into a Park through execution and delivery of a Park Agreement with Pickens County and entering into a Fee Agreement providing for a fee in lieu of tax ("FILOT") arrangement and granting certain Infrastructure Credits with respect to the Project, and entering into the Intergovernmental Agreement with the City will further the purposes and objectives of the Act and the Infrastructure Act; and

WHEREAS, the County has committed to pay \$600,000 to the City for the upgrade of certain utilities serving the geographic area of the County in which the Project is to be located, which will be matched by City funding in the same amount, and all of that funding (\$600,000, each, by the City and the County) will be matched by funding from the Company in the same amount, \$600,000, all of which will result in utility upgrades to be used by the City in providing utility service to that Project, at the gateway to Oconee County, but also for all other future development in that area of the County, and therefore the City and County desire to memorialize

the funding commitment of each other, and to establish the procedure by which County and Company funds will flow to the City to be used only for the utility upgrades, and the County and the City desire to establish, through the Intergovernmental Agreement being endorsed by the Company, that the Company is committing to utilizing City water and sewer utility services ("Utility Services") and to matching the City and County funding commitment to the utility upgrades; and

WHEREAS, it appears that this Intergovernmental Agreement, above referred to, which is now before this meeting, is in appropriate form and is appropriate instrument to be executed and delivered by and between the City and the County, and endorsed by the Company, for the purposes intended.

NOW, THEREFORE, it is hereby agreed between Oconee County and the City of Seneca that:

1. The foregoing statements and representations are hereby incorporated herein and adopted as findings of fact supporting the execution and delivery of this Intergovernmental Agreement.

2. The City of Seneca hereby agrees and commits, based on the terms contained herein, to design, engineer, and construct, or cause to be designed, engineered, and constructed, certain upgrades to the sanitary sewer pump station and service lines and associated infrastructure serving the Martins Creek portion of Oconee County, and specifically serving the parcel on which the Project will be constructed, in accordance with plans and designs previous agreed to by and among the City, the County, and the Company (collectively, the "Sewer Upgrade"), and to make certain upgrades to the water utilities serving the Project area (collectively with the Sewer Upgrade, the "Utility Upgrades") and will contribute at least Six Hundred Thousand Dollars (\$600,000) of City funding to such Utility Upgrades, and will accept Six Hundred Thousand Dollars (\$600,000) in funding for those Utility Upgrades from the County, and Six Hundred Thousand Dollars (\$600,000) in funding for those Utility Upgrades from the Company, all to be used only and solely for those Utility Upgrades.

3. Oconee County hereby agrees and commits, based on the terms contained herein, to provide Six Hundred Thousand Dollars (\$600,000) in funding to the City, in sufficient time as agreed upon between the County Administrator and the City Manager to meet the City's construction schedule, to be used only and solely for the Utility Upgrades described in this Intergovernmental Agreement. It is understood and agreed between the City and the County that the County will reimburse itself, fully, dollar for dollar, with reasonable interest attached, based on industry norms at the time, for the County's contribution to the Utility Upgrades, from tax (fee in lieu of tax) revenues from the Project in the Park (as defined in the Fee Agreement), all as authorized in the Fee Agreement and the Ordinance authorizing it. Specifically, the County will use twenty percent (20%) of the fee in lieu of tax revenue stream from the Project in the Park, after payment of the Park partner fee to Pickens County and use of Special Source Revenue Credits by the Company (as authorized in the Fee Agreement), for as many years as it takes to complete the reimbursement described in this section 3, and the County's use of that

percentage will stop as soon as such repayment to the County's economic development infrastructure funds (from which the original \$600,000 was originally taken) is repaid.

4. Through endorsement of this Intergovernmental Agreement, the Company acknowledges that it fully understands the commitments of the City and County, and commits, as a contractual undertaking and as specific consideration for the City and County commitments to the Project, that: The Company will provide Six Hundred Thousand Dollars (\$600,000) in funding to the City, in sufficient time as agreed upon between the Company and the City Manager to meet the City's construction schedule, to be used only and solely for the Utility Upgrades described in this Intergovernmental Agreement; and, The Company commits to the City and the County that the Company will use, exclusively, City Utility Services for water and sanitary sewer service for the Project.

5. All commitments of the City, the County, and the Company hereunder are specifically made as consideration for the performance of the commitments of all other parties hereto, are mutually dependent, each on the other, and are made as specific consideration for and of the mutual commitments, and performance thereof, of each of the other parties hereto. This Intergovernmental Agreement, and the endorsement thereof by the Company, with its own commitments, is intended as a contractual undertaking of each, and, as such are authorized by ordinances of both the City and the County, and by due corporate authorization of the Company.

6. Should any part, term, or provision of this Intergovernmental Agreement be finally declared to be invalid or otherwise enforceable by any court of competent jurisdiction, such declaration shall not affect the validity of the remainder of the sections, phrases, and provisions hereunder, including, without limitation, the endorsement hereof by the Company, all of which are hereby declared to be separable.

7. Agreed upon and entered into as of the ____ day of _____, 2015.

Witness: OCONEE COUNTY, SOUTH CAROLINA

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

Date signed: _____

Witness: CITY OF SENECA, SOUTH CAROLINA

By: _____
Its: Mayor

Date signed: _____

DECLARATION

I, the undersigned, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in the records of the County of Greene, State of Tennessee.

Witness my hand and seal of office this _____ day of _____, 20____.

County Clerk

Notary Public

NOTARIAL STATEMENT

Notary Public

ENDORSEMENT

As an endorsement to and of this Intergovernmental Agreement, and as specific consideration for the undertakings of the City and County, pursuant hereto, and as a contractual commitment to the City and County, as such consideration, Casto Oconee, LLC, as the Company, hereby:

- 1. Acknowledges that it fully understands the commitments of the City and County, and;
- 2. Commits, as a contractual undertaking and as specific consideration for the City and County commitments to the Project, that:

- a. The Company will provide Six Hundred Thousand Dollars (\$600,000) in funding to the City, in sufficient time as agreed upon between the Company and the City Manager to meet the City's construction schedule, to be used only and solely for the sanitary Sewer Upgrade described in this Intergovernmental Agreement; and;

- b. The Company commits to the City and the County that the Company will use, exclusively, City Utility Services for water and sanitary sewer service for the Project.

Witness:

CASTO OCONEE, LLC

By: _____

Its: _____

Date signed: _____

FEE AGREEMENT

between

OCONEE COUNTY, SOUTH CAROLINA

and

~~[CASTO SOUTHEAST REALTY SERVICES OCONEE, LLC ASSIGNEE]~~

Dated as of _____, 2015

TABLE OF CONTENTS

	Page
RECITALS	1
ARTICLE I DEFINITIONS	3
ARTICLE II REPRESENTATIONS AND WARRANTIES	10
SECTION 2.1 REPRESENTATIONS OF THE COUNTY.....	10
SECTION 2.2 REPRESENTATIONS OF THE COMPANY.....	11
SECTION 2.3 ENVIRONMENTAL INDEMNIFICATION.....	13
ARTICLE III COMMENCEMENT AND COMPLETION OF THE PROJECT	13
SECTION 3.1 THE PROJECT.....	13
SECTION 3.2 DILIGENT COMPLETION.....	14
SECTION 3.3 INVESTMENT BY AFFILIATES.....	14
ARTICLE IV PAYMENTS IN LIEU OF TAXES	15
SECTION 4.1 NEGOTIATED PAYMENTS.....	15
SECTION 4.2 INFRASTRUCTURE PAYMENTS.....	19
SECTION 4.3 FILINGS WITH THE COUNTY.....	23
SECTION 4.4 PAYMENTS IN LIEU OF TAXES ON REPLACEMENT PROPERTY.....	24
SECTION 4.5 REDUCTIONS IN PAYMENTS OF TAXES UPON REMOVAL, CONDEMNATION OR CASUALTY.....	25
SECTION 4.6 PLACE AND ALLOCATION OF PAYMENTS IN LIEU OF TAXES.....	25
SECTION 4.7 REMOVAL OF EQUIPMENT.....	26 26
SECTION 4.8 DAMAGE OR DESTRUCTION OF PROJECT.....	26
SECTION 4.9 CONDEMNATION.....	27
SECTION 4.10 MAINTENANCE OF EXISTENCE.....	28
SECTION 4.11 INDEMNIFICATION COVENANTS.....	28
SECTION 4.13 ASSIGNMENT AND LEASING.....	28 29
SECTION 4.14 EVENTS OF DEFAULT.....	29
SECTION 4.15 REMEDIES ON DEFAULT.....	29
SECTION 4.16 REMEDIES NOT EXCLUSIVE.....	30
SECTION 4.17 REIMBURSEMENT OF LEGAL FEEY AND EXPENSES.....	30
SECTION 4.18 NO WAIVER.....	30
SECTION 4.19 COLLECTION OF FEE PAYMENTS AND RELATED PAYMENTS.....	30 31
ARTICLE V MISCELLANEOUS	31
SECTION 5.1 NOTICES.....	31
SECTION 5.2 BINDING EFFECT.....	32
SECTION 5.3 COUNTERPARTS.....	32
SECTION 5.4 GOVERNING LAW.....	32
SECTION 5.5 HEADINGS.....	32
SECTION 5.6 AMENDMENTS.....	32
SECTION 5.8 FURTHER ASSURANCE.....	32 33
SECTION 5.8 SEVERABILITY.....	32 33
SECTION 5.9 LIMITED OBLIGATION.....	33

Oconee County, South Carolina

FEE AGREEMENT

THIS FEE AGREEMENT (this "Fee Agreement") is made and entered into as of _____, 2015, by and between OCONEE COUNTY, SOUTH CAROLINA (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina (the "State"), acting by and through the Oconee County Council (the "County Council") as the governing body of the County, and [~~CASTO SOUTHEAST REALTY SERVICES~~ OCONEE, LLC assignee] (together with any of its subsidiaries or affiliates which may become parties to this Fee Agreement, the "Company"), a _____ South Carolina limited liability company.

WITNESSETH:

Recitals.

The County is authorized by Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (the "Act") to enter into a fee agreement with business entities meeting the requirements of such Act which identifies certain property of such business entities as economic development property to induce such businesses to locate in the State and to encourage businesses now located in the State to expand their investments and thus make use of and employ manpower and other resources of the State.

Pursuant to an Inducement and Millage Rate Agreement dated as of _____, 2014 (the "Inducement Agreement") between the County and the Company's predecessor in interest, Casto Southeast Realty Services, LLC, which was authorized by a Resolution adopted by the County Council on December 2, 2014 (the "Inducement Resolution"), the County has agreed to

provide certain benefits to the Company to induce it to establish a commercial and business facility located within the County, which would consist of the acquisition, purchase, construction and improvement of land, buildings, and other structures thereon or therein, machinery and equipment, fixtures, and furnishings to be purchased and installed in connection therewith (collectively, the “Project”). The Project is expected to involve an investment in the County of at least \$2,500,000, all within the Investment Period (as defined herein), which is sufficient to qualify the Project for certain benefits provided by the Act.

Pursuant to the Act, and based upon information provided by the Company, the County finds that (a) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefit not otherwise provided locally; (b) the Project will not give rise to any pecuniary liability of the County or incorporated municipality or any charge against their general credit or taxing powers; (c) the purposes to be accomplished by the Project are proper governmental and public purposes; and (d) the benefits of the Project to the public are greater than the costs to the public.

Pursuant to an Ordinance adopted on _____, 2015 (the “Ordinance”), and in accordance with the Inducement Agreement, the County Council authorized the County to enter into this Fee Agreement, which identifies the Company as a commercial enterprise and the property comprising the Project as economic development property under the Act, and provides certain benefits to the Company pursuant to the Act.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, the parties hereto agree as follows, with the understanding that no obligation of the County described herein shall create a pecuniary liability or charge upon its general credit or taxing powers, but shall be payable solely out of the

sources of payment described herein and shall not under any circumstances be deemed to constitute a general obligation of the County:

ARTICLE I

DEFINITIONS

The terms defined in this Article shall for all purposes of this Fee Agreement have the meaning herein specified, unless the context clearly requires otherwise. Except where the context requires otherwise, words importing the singular number shall include the plural number and vice versa.

Act:

“Act” shall mean Title 12, Chapter 44, Code of Laws of South Carolina, 1976, and all future acts supplemental thereto or amendatory thereof.

Additional Infrastructure Rebates:

“Additional Infrastructure Rebates” shall mean the rebates to be paid by the County to the Company from the Net Fee Payments for costs of Qualifying Infrastructure Improvements incurred by the Company in connection with the Project, pursuant to Section 4.2(b) hereof.

Authorized Company Representative:

“Authorized Company Representative” shall mean any person designated from time to time to act on behalf of the Company as evidenced by a written certificate or certificates furnished to the County containing the specimen signature of each such person, signed on behalf of the Company by its President. Such certificates may designate an alternate or alternates, and may designate different Authorized Company Representatives to act for the Company with respect to different sections of this Fee Agreement.

Chairman:

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

Closing:

“Closing” or “Closing Date” shall mean the date of the execution and delivery hereof.

Code:

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

Company:

“Company” shall mean ~~[Casto Assignee], a~~ Oconee, LLC, a South Carolina limited liability company, and its subsidiaries, affiliates and permitted successors and assigns.

County:

“County” shall mean Oconee County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina, its successors and assigns, acting by and through the County Council.

County Council:

“County Council” shall mean the Oconee County Council, the governing body of the County.

Diminution of Value:

“Diminution of Value” in respect of any Phase of the Project shall mean any reduction in the value based on original fair market value as determined in Step 1 of Section 4.1(a) of this Fee Agreement, of the items which constitute a part of the Phase which may be caused by (i) the Company’s removal of property pursuant to Section 4.7 of this Fee Agreement, (ii) a casualty to the Phase of the Project, or any part thereof, described in Section 4.8 of this Fee Agreement or

(iii) a condemnation to the Phase of the Project, or any part thereof, described in Section 4.9 of this Fee Agreement.

Economic Development Property:

“Economic Development Property” shall mean all items of real and tangible personal property comprising the Project which are eligible for inclusion as economic development property under the Act, become subject to the Fee Agreement, and which are identified by the Company in connection with its annual filing of a SCDOR PT-100 (or comparable form) with the South Carolina Department of Revenue (as such filing may be amended from time to time) for each year within the Investment Period. Title to all Economic Development Property shall at all times remain vested in the Company or its permitted successors and assigns.

Environmental Claims:

“Environmental Claims” shall mean any and all damages, penalties, fines, claims, liens, suits, liabilities, costs (including monitoring and cleanup costs), judgments and expenses (including attorneys', consultants' or experts' fees and expenses) of every kind and nature suffered or asserted as a direct or indirect result of (i) any violation of any Environmental Laws (as hereinafter defined), or (ii) the falsity in any material respect of any warranty or representation made by the Company.

Environmental Laws:

“Environmental Laws” shall mean, collectively, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the Superfund Amendments and Reauthorization Act of 1986, the Resource Conservation and Recovery Act, the Federal Water Pollution Control Act, as amended, the Clean Air Act, the Toxic Substances Control Act, as amended, the South Carolina Pollution Control Act, the South Carolina Hazardous Waste

Management Act, any other “Superfund” or “Superlien” law or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or industrial waste, substance or material, as now or at any time hereafter in effect.

Equipment:

“Equipment” shall mean all of the machinery, equipment and fixtures, together with any and all additions, accessions, replacements and substitutions thereto or therefor to the extent such machinery, equipment and fixtures become a part of the Project under this Fee Agreement.

Event of Default:

“Event of Default” shall mean any Event of Default specified in Section 4.14 of this Fee Agreement.

Fee Agreement or Agreement:

“Fee Agreement” or “Agreement” shall mean this Fee Agreement.

Fee Payments:

“Fee Payments” shall mean the payments in lieu of ad valorem taxes to be made by the Company to the County pursuant to Section 4.1 hereof.

Fee Term or Term:

“Fee Term” or “Term” shall mean the period from the date of delivery of this Fee Agreement until the last Phase Termination Date unless sooner terminated or extended pursuant to the terms of this Fee Agreement.

Improvements:

“Improvements” shall mean improvements to real property, together with any and all additions, accessions, replacements and substitutions thereto or therefor, but only to the extent

such additions, accessions, replacements, and substitutions are deemed to become part of the Project under the terms of this Fee Agreement.

Inducement Agreement:

“Inducement Agreement” shall mean the Agreement entered into between the County and the Company dated as of _____, 2014 which was authorized by the Inducement Resolution.

Inducement Resolution:

“Inducement Resolution” shall mean the Resolution of the County Council adopted on December 2, 2014, authorizing the County to enter into the Inducement Agreement with regard to the Project.

Infrastructure Act:

“Infrastructure Act” shall mean, collectively, Title 4, Chapter 1, Section 4-29-68 and Section 12-44-70 of the Code, and all future acts supplemental thereto or amendatory thereof.

Infrastructure Payments:

“Infrastructure Payments” shall mean the payment to the County from the Net Fee Payments for costs of Qualifying Infrastructure Improvements incurred by the County in connection with the Project, pursuant to Section 4.2(a) hereof.

Investment Period:

“Investment Period” shall mean the period commencing January 1, 2015 and ending on the last day of the fifth property tax year following the earlier of the first property tax year in which economic development property is placed in service or the property tax year in which this Agreement is executed.

Net Fee Payments:

“Net Fee Payments” shall mean the Park Revenues retained by the County (including taxing entities therein) during the Qualifying Period under the Park Agreement.

Park:

“Park” means that certain Joint County Industrial Park to be established pursuant to the Park Agreement.

Park Agreement:

“Park Agreement” means the Agreement for Development for Joint County Industrial Park expected to be entered into between the County and Pickens County, South Carolina, or any other adjoining South Carolina county.

Park Revenues:

“Park Revenues” means the sum of the fee in lieu of *ad valorem* tax payments made by the owners of property located in the Park, including the Fee Payments made by the Company with respect to the Project, to the County.

Phase:

“Phase” or “Phases” in respect of the Project shall mean the Equipment, Improvements and Real Property, if any, placed in service during each year of the Investment Period.

Phase Termination Date:

“Phase Termination Date” shall mean with respect to each Phase of the Project December 31 of the year which is thirty years after December 31 of the year in which each such Phase of the Project becomes subject to the terms of this Fee Agreement.

Project:

“Project” shall mean the Equipment, Improvements, and Real Property, together with the acquisition, construction, installation, design and engineering thereof, in phases, which are used

by the Company or its tenants for its commercial facility. Based on the representations of the Company, the Project involves an initial investment of sufficient sums to qualify under the Act.

Qualifying Infrastructure Improvements:

“Qualifying Infrastructure Improvements” mean those improvements referred to in Section 4-29-68(A)(2)(i) of the Code to the Project and infrastructure serving the Project, and with respect to Qualifying Infrastructure Improvements made by the Company, only to the extent the investment in the same is certified by an Authorized Company Representative to the County.

Real Property:

“Real Property” shall mean real property, together with all and singular the rights, members and hereditaments and appurtenances belonging or in any way incident or appertaining thereto to the extent such become part of the Project under the terms of this Fee Agreement; all improvements now or hereafter situated thereon; and all fixtures now or hereafter attached thereto, but only to the extent such Improvements and fixtures are deemed to become part of the Project under the terms of this Fee Agreement.

Removed Components:

“Removed Components” shall mean the following types of components or Phases of the Project or portions thereof, all of which the Company shall be entitled to remove from the Project with the result that the same shall no longer be subject to the terms of the Fee Agreement: (a) components or Phases of the Project or portions thereof which the Company, in its sole discretion, determines to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable or unnecessary; ~~or~~ (b) components or Phases of the Project or portions thereof which the Company in its sole discretion, elects to remove pursuant to Section 4.7(c) or Section 4.8(c)

of this Fee Agreement; or (c) components or Phases or portions thereof which are removed pursuant to the expiration or earlier termination of any lease with a tenant located at the Project.

Replacement Property:

“Replacement Property” shall mean any property which is placed in service as a replacement for any item of Equipment or any Improvement which is scrapped or sold by the Company and treated as a Removed Component under Section 4.7 hereof regardless of whether such property serves the same function as the property it is replacing and regardless of whether more than one piece of property replaces any item of Equipment or any Improvement.

State:

“State” shall mean the State of South Carolina.

Any reference to any agreement or document in this Article I or otherwise in this Fee Agreement shall be deemed to include any and all amendments, supplements, addenda, and modifications to such agreement or document.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations of the County. The County hereby represents and warrants to the Company as follows:

(a) The County is a body politic and corporate and a political subdivision of the State which acts through the County Council as its governing body and, by the provisions of the Act, is authorized and empowered by the provisions of the Act to enter into the transactions contemplated by this Fee Agreement and to carry out its obligations hereunder. The County has

duly authorized the execution and delivery of this Fee Agreement and any and all other agreements described herein or therein.

(b) Based on the representations of the Company, the Project constitutes a “project” within the meaning of the Act.

(c) By due corporate action, the County has agreed that, subject to compliance with applicable laws, each item of real and tangible personal property comprising the Project shall be considered Economic Development Property under the Act.

(d) The commitment of the Company to cooperate with the County in designing and constructing the Project in a manner which will exceed the minimum building standards in the County’s Code of Ordinances, including, without limitation, incorporating enhanced aesthetics in architectural designs (including, but not limited to, use of varying building façade materials and colors, minimizing views of loading and receiving areas from public roadways and varied storefront or building identity), landscaping and pedestrian walkways and connectivity within the Project, which will serve to make the Project an attractive and appealing gateway to the County, has been and is an essential consideration for the County’s willingness to enter into this Agreement and to offer economic development incentives for the Project.

Section 2.2 Representations of the Company. The Company hereby represents and warrants to the County as follows:

(a) The Company is duly incorporated and in good standing under the laws of the state of South Carolina, is qualified to do business in the State, has power to enter into this Fee Agreement, and by proper corporate action has duly authorized the execution and delivery of this Fee Agreement.

(b) The Company's execution and delivery of this Fee Agreement and its compliance with the provisions hereof will not result in a default, not waived or cured, under any corporate restriction or any agreement or instrument to which the Company is now a party or by which it is bound.

(c) The Company intends to operate the Project as a commercial shopping center and as a "project" within the meaning of the Act as in effect on the date hereof. The Company intends to operate the Project for the purpose of renting and selling commercial and retail space to businesses and to conduct other legal activities and functions with respect thereto, and for such other purposes permitted under the Act as the Company or its permitted successors and assigns may deem appropriate.

(d) The availability of the Fee Payments, the Infrastructure Payments and the Additional Infrastructure Rebates authorized herein have induced the Company to locate the Project within the County and the State.

(e) The Company will use its best efforts to invest at least \$2,500,000 at the Project, all within the Investment Period.

(f) The Company commits to cooperate with the County in designing and constructing the Project in a manner which will exceed the minimum building standards in the incorporating enhanced aesthetics in architectural designs (including, but not limited to, use of varying building façade materials and colors, minimizing views of loading and receiving areas from public roadways, and providing varied storefront or building identity) landscaping, and pedestrian walkways and connectivity within the Project, which will serve to make the Project an attractive and appealing gateway to the County. The Company agrees that its final plans and specifications for the development and construction of the Project shall incorporate such

enhancements and acknowledges that the Company's ability to receive the benefits of the negotiated Fee Payments and the Infrastructure Payments and the Additional Infrastructure Rebates for the Project are conditioned upon approval by the County of such final plans and specifications, which approval shall not be unreasonably withheld, and the construction and completion of the Project in accordance with such plans and specifications.

Section 2.3 Environmental Indemnification. The Company shall indemnify and hold the County, its elected officials, officers, employees and agents (collectively, the "Indemnified Parties") harmless from and against any and all Environmental Claims, except those resulting from grossly negligent or willfully harmful acts of the County or its successors, suffered by or asserted against the Company or the County as a direct or indirect result of the breach by the Company, or any party holding possession through the Company or its predecessors in title, of any Environmental Laws with regard to any real property owned by the Company which is subject to the terms of this Fee Agreement, or as a direct or indirect result of any requirement under any Environmental Laws which require the County, the Company or any transferee of the Company to eliminate or remove any hazardous materials, substances, wastes or other environmentally regulated substances contained in any real property subject to the terms of this Fee Agreement as a result of the action or omissions of the Company or its predecessors in title.

The Company's obligations hereunder shall not be limited to any extent by the terms of this Fee Agreement, and, as to any act or occurrence prior to fulfillment of the terms of this Fee Agreement which give rise to liability hereunder, shall continue, survive, and remain in full force and effect notwithstanding fulfillment of the terms or termination of this Fee Agreement.

ARTICLE III

COMMENCEMENT AND COMPLETION OF THE PROJECT

Section 3.1 The Project. The Company has acquired, constructed and/or installed or made plans for the acquisition, purchase, construction and/or installation of certain land, improvements to buildings and other structures thereon or therein, machinery, equipment furnishings and fixtures which comprise the Project.

Pursuant to the Act, the Company and the County hereby agree that the property comprising the Project shall be Economic Development Property as defined under the Act to the extent that it qualifies as such under the Act and this Agreement. Anything contained in this Agreement to the contrary notwithstanding, the Company shall not be obligated to complete the acquisition of the Project provided it makes the payments required hereunder.

Section 3.2 Diligent Completion. The Company agrees to use its reasonable efforts to cause the acquisition, construction and installation of the Project to be completed as soon as practicable, but in any event on or prior to the end of the Investment Period. Anything contained in this Agreement to the contrary notwithstanding, the Company shall not be obligated to complete the acquisition of the Project in the event that it pays all amounts due by it under the terms of this Fee Agreement.

Section 3.3 Investment by Affiliates. The County and the Company agree that, to the extent permitted by Section 12-44-130 of the Act, investments in the Project may also be made by subsidiaries or affiliates of the Company, which shall qualify for the benefits provided to the Company hereunder; provided that such subsidiaries or affiliates are approved in writing by the County and such subsidiaries or affiliates agree to be bound by the provisions of this Fee Agreement. At any time and from time to time hereafter, the Company may request approval from the County for subsidiaries or affiliates of the Company to be permitted to make investments in the Project and obtain the benefits provided to the Company hereunder. Any

approval by the County may be made by the Chairman of the County Council and the County Administrator, which approval shall be in writing. The Company agrees to notify the South Carolina Department of Revenue of the identity of all subsidiaries or affiliates making investments in the Project as required by Section 12-44-130(B) of the Act and will provide copies of all such notifications to the County.

ARTICLE IV

PAYMENTS IN LIEU OF TAXES

Section 4.1 Negotiated Payments.

(a) Pursuant to Section 12-44-50 of the Act, the Company shall be required to make payments in lieu of ad valorem taxes (the "Fee Payments") to the County with respect to the Project. Inasmuch as the Company anticipates the Project will involve an initial investment of sufficient sums to qualify as a "minimum investment" as defined under the Act, the County and the Company have negotiated the amount of the Fee Payments in accordance therewith. In accordance therewith, the Company shall make Fee Payments on all real and personal property which comprises the Project and is placed in service during the Investment Period for a period of thirty (30) years with respect to each Phase until the Phase Termination Date for such Phase, as follows: the Company shall make Fee Payments for a period of thirty (30) years with respect to each Phase of the Project placed in service on each December 31 through the end of the Investment Period, said payments to be made annually for a period of thirty (30) years and to be due and payable and subject to penalty assessments on the same dates and in the same manner as prescribed by the County for ad valorem taxes. The amount of such annual Fee Payments shall be determined by the following procedure (subject, in any event, to the required procedures under the Act):

- Step 1:** Determine the fair market value of the Phase of the Project placed in service in any given year for such year and for the following 29 years using original income tax basis for State income tax purposes for any Real Property (provided, if any Real Property is constructed for the fee or is purchased in an arm's-length transaction, fair market value is deemed to equal the original income tax basis, otherwise, the Department of Revenue will determine fair market value by appraisal) and original income tax basis for State income tax purposes less depreciation for each year allowable to the Company for any personal property as determined in accordance with Title 12, Code of Laws of South Carolina, 1976, as amended and in effect on December 31 of the year in which each Phase becomes subject to the Fee Agreement, except that no extraordinary obsolescence shall be allowable but taking into account all applicable property tax exemptions which would be allowed to the Company under State law, if the property were taxable, except those exemptions specifically disallowed under Section 12-44-50(A)(2) of the Act, as amended and in effect on December 31 of the year in which each Phase becomes subject to the Fee Agreement.
- Step 2:** Apply an assessment ratio of six (6%) percent to the fair market value as determined for each year in Step 1 to establish the taxable value of each Phase of the Project in the year it is placed in service and in each of the twenty-nine years thereafter.
- Step 3:** During the first five years after the initial Phase of the Project is placed in service using the greater of (i) the millage rate applicable to the Project site on June 30, 2014 (which the parties understand to be 215 mills) or (ii) the millage rate applicable to the Project site for the year in which the initial Phase of the Projects is placed in service, determine the amount of the Fee Payments which would be due in each of the first five years on the payment dates prescribed by the County for such payments.
- Step 4:** Upon the expiration of the first five year period in Step 3 and upon the expiration of each five year period thereafter until the Phase Termination Date, the millage rate shall be adjusted to the average cumulative actual millage rate then applicable to the Project site during the immediately preceding five year period in order to determine the amount of the Fee Payments which would be due in each of the immediately following five years on the payment dates prescribed by the County for such payments.
- Step 5:** Combine the annual payment for each Phase of the Project to determine the total annual Fee Payment to be made by the Company to the County for each year of the Fee Term.

(b) Illustration of Calculation of Negotiated Payments. By way of illustration (and subject, in any event, to the required procedures under the Act), if on December 31, ~~2015~~2015, the cost or fair market value of the calendar year 2015 Phase of the Project is determined to be \$10,000,000 and 99% thereof, or \$9,900,000, is real property and the remainder, or \$1,000,000, is personal property, the millage rate is 215 mills, the annual depreciation rate on personal property is eleven (11%) percent of the original income tax basis of such property until the adjusted cost equals ten (10%) percent of original income tax basis, then the annual Fee Payments due hereunder for the first five years thereafter would be as follows: \$127,581 ($\$9,890,000 \times 6\% \times 215$ mills) for the first year; \$126,162 ($\$9,780,000 \times 6\% \times 215$ mills) for the second year; \$124,743 ($\$9,670,000 \times 6\% \times 215$ mills) for the third year; \$123,324 ($\$9,560,000 \times 6\% \times 215$ mills) for the fourth year; and \$121,905 ($\$9,450,000 \times 6\% \times 215$ mills) for the fifth year.

Continuing this illustration, if the average cumulative actual millage rate applicable to the Project site during the first five years after the 2015 Phase of the Project was placed into service was 230 mills, then the payment for the sixth year would be \$128,892 ($\$9,340,000 \times 6\% \times 230$ mills). The next four years of payments would be calculated in the same manner. The illustration assumes the real property value remains unchanged, but it is subject to periodic reassessment by the County.

Continuing this illustration, the Company would make its first Fee Payment for the 2015 Phase of the Project of \$127,581 by January 15, 2017 in order to avoid the application of any penalty. The Company would continue to make the annual Fee Payments for such 2015 Phase in each year according to the schedule prescribed by the County for payments of ad valorem taxes

and would make its last payment, which would be assessed as of December 31, 2044, without penalty by January 15, 2046.

In the event that it is determined by a final order of a court of competent jurisdiction or by agreement of the parties that the minimum Fee Payment applicable to this transaction is to be calculated differently than described above, the payment shall be reset at the minimum permitted level so determined, but never lower than the payment levels agreed upon herein unless so approved in writing by the County Council then in office.

In the event that the Act and/or the above-described Fee Payments are declared invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions that such payments be reformed so as to most closely effectuate the legal, valid, and enforceable intent thereof and so as to afford the Company with the benefits to be derived herefrom, it being the intention of the County to offer the Company a strong inducement to locate the Project in the County. If the Project is deemed to be subject to ad valorem taxation, the Fee Payment to be paid to the County by the Company shall become equal to the amount which would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the Project did not constitute economic development property under the Act, but with appropriate reductions equivalent to all tax exemptions which would be afforded to the Company if the Project was and had not been economic development property under the Act. In such event, any amount determined to be due and owing to the County from the Company, with respect to a year or years for which Fee Payments have been previously remitted by the Company to the County hereunder, shall be reduced by the total amount of Fee Payments made by the Company with respect to the Project pursuant to the terms hereof.

(c) In the event that the Company has not invested at least Two Million Five Hundred Dollars (\$2,500,000) by the end of the Investment Period, beginning with the payment due for the last year of such Investment Period, then the Fee Payments to be paid to the County by the Company shall become equal to the amount as would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the Project were taxable, but with appropriate reductions equivalent to all tax exemptions which would be afforded to the Company if the Project were taxable. In addition to the foregoing, within ninety (90) days after the end of the Investment Period, the Company shall pay to the County an amount which is equal to the excess, if any, of (i) the total amount of ad valorem taxes that would have been payable to the County with respect to the Project for tax years through and including the last year of the Investment Period, taking into account and calculating appropriate reductions for all applicable exemptions and allowable depreciation, over (ii) the total amount of Fee Payments actually made by the Company (taking into account any Infrastructure Credits received) with respect to the Project for tax years through and including the last year of the Investment Period (the "Deficiency Payment"). The Deficiency Payment is subject to interest being added, in accordance with the Act.

Section 4.2 Infrastructure Payments

(a) In order to finance the costs of designing, acquiring, constructing, expanding and improving the Infrastructure in connection with the proposed Project, based upon the expectation that the Company and its tenants located at the Project will make a total capital investment in real and personal property qualifying under the Act for the Project, without regard to depreciation, exceeding Thirty Million Dollars (\$30,000,000), all within the Investment Period, the County is agreeing to contribute ~~\$30,000,000~~ \$500,000 toward the cost of the Infrastructure relating to ~~the~~

~~upgrade of the sewer system, including a new lift station,~~ certain utility upgrades serving the Project and the immediate area. Once the initial Phase of the Project is placed in service, the County will be reimbursed for its contributions to such Infrastructure by being paid an annual Infrastructure Payment pursuant to the Infrastructure Act equal to ~~twenty~~ percent (20%) of the annual Net Fee Payments up to a cumulative maximum total of ~~\$300,000~~ \$600,000. The County has included or will include the Company's Real Property upon which the Project is to be located in the Park pursuant to the Park Agreement in order to enable the Infrastructure Payment to be paid to the County as described herein. The Infrastructure Payment will be payable exclusively from Net Fee Payments the County receives and retains under the Park Agreement. The agreement for the Infrastructure Payments shall not constitute a general obligation of indebtedness of the County nor a pledge of the full faith and credit or the taxing power of the County.

- (b) (i) In order to finance the costs of designing, acquiring, constructing, expanding and improving the Infrastructure in connection with the proposed Project, based upon the expectation that the Company and its tenants located at the Project will make a total capital investment in real and personal property qualifying under the Act for the Project, without regard to depreciation, exceeding Thirty Million Dollars (\$30,000,000), all within the Investment Period, based upon the Company's payment for Infrastructure consisting of \$600,000 toward the ~~sewer system upgrade~~ utility upgrades described in Section 4.2(a) above and \$1,800,000 for road improvements to the public roads and rights of way serving the Project, the County agrees to grant and pay to the Company an annual Additional Infrastructure Rebate pursuant to the Infrastructure Act equal to fifty percent

(50%) of the Net Fee Payments until such time as the Company has received a cumulative maximum total of \$2,400,000 plus a cumulative non-compounded return thereon of four percent (4%) per annum. The County has included or will include the Company's Real Property upon which the Project is to be located in the Park pursuant to the Park Agreement in order to enable the County to grant the Additional Infrastructure Rebates to the Company as described herein. The Additional Infrastructure Rebates will be payable exclusively from Net Fee Payments the County receives and retains each year under the Park Agreement. The Additional Infrastructure Rebates shall not constitute a general obligation of indebtedness of the County nor a pledge of the full faith and credit or the taxing power of the County.

- (ii) The Additional Infrastructure Rebates shall not commence or continue unless or until the Company shall certify to the County in writing of (1) the aggregate amount of investment by the Company in Qualifying Infrastructure Improvements, and (2) the amount of total investment in the Project, which shall be at least \$5,000,000 in order to qualify for any Additional Infrastructure Rebates hereunder. In addition to the foregoing certifications, in order to address the commitments of the Company to the County described in Sections 2.1(d) and 2.2(f) hereof with respect to the construction of any specific building within the ~~project~~Project or a particular Phase of the Project, including, but not limited to, construction of any building on an outparcel of the Project, and the overall aesthetic impact of the Project at the Project site, the Company shall submit building plans to the County prior to or upon completion of such building or

Phase which reflect compliance with the standards set forth in Section 4.2(b)(iii) below. In the event that such building or Phase causes the Project to not comply with such standards at such time, the Company and the County agree that all annual Additional Infrastructure Rebates payable by the County on or after the completion of such building or Phase shall be reduced by a percentage equal to (A) the cost of such building or Phase based upon the total capital investment therefor divided by (B) the total capital investment in the Project at the time of such completion or \$30,000,000, whichever is greater. Such reductions shall continue to be effective, unless or until such time as the Company brings the Project into compliance with the standards of Section 4.2(b)(iii). Notwithstanding anything herein to the contrary, the aggregate amount of Additional Infrastructure Rebates to be taken on a cumulative basis at any point in time shall not exceed the aggregate amount of Company investment in Qualifying Infrastructure Improvements as of such time.

- (iii) The standards for all building facades at the Project, whether located on an outparcel or elsewhere on the Real Property, for single story buildings and the first floor of multi-story buildings which facades face a public street (collectively, the "Public Facades") will require that such facades include certain building materials described below, which materials must comprise not less than twenty percent (20%) of building faces of the Public Facades in the aggregate at any time, excluding those areas which are glazed. Materials for the Public Facades would include, but not be limited to, one or more of the following, selected at the Company's discretion; provided that any other materials selected for use shall be

sufficiently consistent with the listed materials so as to create the aesthetically enhanced appearance sought for the Project, as the County and the Company may reasonably agree in writing, at the time: stone, including stacked stone, cultured stone and field stone; painted precast/tilt-wall or other concrete systems provided that they utilize form liners which give the appearance and texture of stone, wood or other natural material; masonry, including brick, block and split face block; hardie panels or other materials giving the appearance of wood; metal panels, including standing seam roofs or awnings; and exposed wood beams or material with the appearance of wood. The use of all materials listed above is not required, but the listing is meant as a menu and guideline of Public Facade materials for the Company to choose to achieve the agreed-upon appearance of the Project, thereby justifying the Additional Infrastructure Rebates.

(c) Notwithstanding anything herein to the contrary, in no event shall the Company be entitled to claim any abatement of ad valorem taxes that might otherwise be allowed by law with respect to any portion of the Project which receives the benefit of the Infrastructure Payments or the Additional Infrastructure Rebates and the Company specifically and explicitly agrees not to claim or take such an abatement.

(d) NOTWITHSTANDING ANY PROVISION HEREIN TO THE CONTRARY, THE INFRASTRUCTURE PAYMENTS AND ADDITIONAL INFRASTRUCTURE REBATES AS SHALL BECOME DUE HEREON ARE LIMITED OBLIGATIONS OF THE COUNTY PROVIDED BY THE COUNTY SOLELY FROM THE FEE PAYMENTS DERIVED BY THE COUNTY PURSUANT TO THE AGREEMENT, AND DO NOT AND SHALL NEVER CONSTITUTE AN INDEBTEDNESS OF THE COUNTY WITHIN THE

MEANING OF ANY CONSTITUTIONAL PROVISION (OTHER THAN THE PROVISIONS OF ARTICLE X, SECTION 14(10) OF THE SOUTH CAROLINA CONSTITUTION) OR STATUTORY LIMITATION AND DO NOT AND SHALL NEVER CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWER. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY ARE NOT PLEDGED FOR THE INFRASTRUCTURE PAYMENTS OR REBATES.

Section 4.3 Filings with the County

(a) At the same time that the Company files its annual property tax return (Form PT-100 or PT-300 or similar form) with the South Carolina Department of Revenue, the Company shall furnish to the County on an annual basis through the end of the Investment period a report on the total amount invested by the Company with respect to the Project through such period, together with a copy of the Company's Form PT-100 or PT-300 for such year. The Company shall also make all other filings required by Section 12-44-90 of the Act.

(b) At the time of its filings pursuant to Section 4.3(a) above, during each year of the Investment Period, the Company shall provide written certification to the Oconee County Administrator and Oconee County Auditor of the items referred to in part (B) of the penultimate sentence of Section 4.2(b) hereof.

Section 4.4 Payments in Lieu of Taxes on Replacement Property. If the Company elects to replace any Removed Components and to substitute such Removed Components with Replacement Property as a part of the Project, then, pursuant and subject in all events to the provisions of Section 12-44-60 of the Act, the Company shall make statutory payments in lieu of ad valorem taxes with regard to such Replacement Property as follows:

- (i) to the extent that the income tax basis of the Replacement Property (the “Replacement Value”) is less than or equal to the original income tax basis of the Removed Components (the “Original Value”) the amount of the payments in lieu of taxes to be made by the Company with respect to such Replacement Property shall be calculated in accordance with Section 4.1 hereof; provided, however, in making such calculations, the original cost to be used in Step 1 of Section 4.1 shall be equal to the lesser of (x) the Replacement Value and (y) the Original Value, and the number of annual payments to be made with respect to the Replacement Property shall be equal to thirty (30) minus the number of annual payments which have been made with respect to the Removed Components; and provided, further, however, that in the event a varying number of annual payments have been made with respect to such Removed Components as a result of such Removed Components being included within more than one Phase of the Project, then the number of annual payments which shall be deemed to have been made shall be the greater of such number of annual payments; and
- (ii) to the extent that the Replacement Value exceeds the Original Value of the Removed Components (the “Excess Value”), the payments in lieu of taxes to be made by the Company with respect to the Replacement Property to the County shall be equal to the payment that would be due if the property were not Economic Development Property.

Section 4.5 Reductions in Payments of Taxes Upon Removal, Condemnation or Casualty. In the event of a Diminution in Value of any Phase of the Project due to removal, condemnation, casualty, or otherwise, the payment in lieu of taxes with regard to that Phase of

the Project shall be reduced in the same proportion as the amount of such Diminution in Value bears to the original fair market value of that Phase of the Project as determined pursuant to Step 1 of Section 4.1 hereof; provided, however, that if at any time subsequent to the end of the Investment Period, the total value of the Project based on the original income tax basis of the Equipment, Real Property and Improvements contained therein, without deduction for depreciation, is less than Two Million Five Hundred Dollars (\$2,500,000), beginning with the next payment due hereunder and continuing until the end of the Fee Term, the Company shall make payments equal to the payments which would be due if the property were not Economic Development Property.

Section 4.6 Place and Allocation of Payments in Lieu of Taxes. The Company shall make the Fee Payments directly to the County in accordance with applicable law. The County shall be responsible for allocating the Fee Payments among the County, any municipality or municipalities, school districts and other political units entitled under applicable law to receive portions of such payments.

Section 4.7 Removal of Equipment. Provided that no Event of Default shall have occurred and be continuing under this Fee Agreement, and subject, always, to Section 4.5 hereof, the Company shall be entitled upon written notice to the County to remove the following types of components or Phases of the Project from the Project with the result that said components or Phases (the "Removed Components") shall no longer be considered a part of the Project and shall no longer be subject to the terms of this Fee Agreement: (a) components or Phases which become subject to statutory payments in lieu of ad valorem taxes; or (b) components or Phases of the Project or portions thereof which the Company, in its sole discretion, determines to be inadequate, obsolete, uneconomic, worn-out, damaged, unsuitable, undesirable or unnecessary;

or (c) components or Phases of the Project or portions thereof which the Company, in its sole discretion, elects to remove pursuant to Section 4.8(c) or Section 4.9(c) hereof.

Section 4.8 Damage or Destruction of Project.

(a) Election to Terminate. In the event the Project is damaged substantially in whole by fire, explosion, or any other casualty, the Company shall be entitled to terminate this Agreement.

(b) Election to Rebuild. In the event the Project is damaged by fire, explosion, or any other casualty, and if the Company does not elect to terminate this Agreement, the Company may commence to restore the Project with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Company. All such restorations and replacements shall be considered substitutions of the destroyed portions of the Project and shall be considered part of the Project for all purposes hereof, including, but not limited to any amounts due by the Company to the County under Section 4.1 hereof.

(c) Election to Remove. In the event the Company elects not to terminate this Agreement pursuant to subsection (a) and elects not to rebuild pursuant to subsection (b), the damaged portions of the Project shall be treated as Removed Components.

(d) Effect of Election. Any election by the Company under this Section 4.8 shall be subject to the terms and provisions of Section 4.6 hereof, and shall not operate to relieve the Company of its obligation to pay any amounts that may become due under Sections 4.1 or 4.2 hereof or other amounts then due and payable to the County under this Agreement and shall be subject to any provisions of this Agreement which are expressly stated to survive termination hereof.

Section 4.9 Condemnation.

(a) **Complete Taking.** If at any time during the Fee Term title to or temporary use of the entire Project should become vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation or the right of eminent domain, or by voluntary transfer under threat of such taking, or in the event that title to a portion of the Project shall be taken rendering continued occupancy of the Project commercially infeasible in the judgment of the Company, the Company shall have the option to terminate this Fee Agreement as of the time of vesting of title by sending written notice to the County within a reasonable period of time following such vesting.

(b) **Partial Taking.** In the event of a partial taking of the Project or a transfer in lieu thereof, the Company may elect: (i) to terminate this Fee Agreement; or, subject to Section 4.5 hereof; (ii) to repair and restore the Project, with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Company; or, subject to Section 4.5 hereof; (iii) to treat the portions of the Project so taken as Removed Components.

(c) **Effect of Election.** Any election by the Company under this Section 4.9 shall be subject to the terms and provisions of Section 4.6 hereof, and shall not operate to relieve the Company of its obligation to pay any amounts that may become due under Sections 4.1 and 4.2 hereof or other amounts then due and payable to the County under this Agreement, and shall be subject to any provisions of this Agreement which are expressly stated to survive termination hereof.

Section 4.10 Maintenance of Existence. The Company agrees that it shall not take any action which will materially impair the maintenance of its corporate existence or its good standing under all applicable provisions of its state of incorporation and State law.

Section 4.11 Indemnification Covenants. The Company shall and agrees to indemnify and save the County, its elected officials, officers, employees and agents (collectively, as previously identified, the “Indemnified Parties”) harmless against and from all claims by or on behalf of any person, firm or corporation arising from the County's entry into this Agreement. The Company shall indemnify and save the County and the Indemnified Parties harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon, and upon notice from the County or any Indemnified Party, the Company shall defend them in any such action, prosecution or proceeding with counsel reasonably acceptable to the County and the Indemnified Party. The Company also agrees to pay all other reasonable and necessary out of pocket expenses of the County in the negotiation, preparation, approval and administration of this Agreement, including, without limitation, attorneys' fees.

Section 4.12 [INTENTIONALLY OMITTED]

Section 4.13 Assignment and Leasing. This Fee Agreement may be assigned in whole or in part and the Project may be leased as a whole or in part by the Company so long as such assignment or lease is made in compliance with Section 12-44-120 of the Act, or any successor provision. To the extent permitted by said Section 12-44-120, no consent of the County to such assignment or leasing shall be required for financing related transfers.

Section 4.14 Events of Default. The following shall be “Events of Default” under this Fee Agreement, and the term “Events of Default” shall mean, whenever used with reference to this Fee Agreement, any one or more of the following occurrences:

(a) Failure by the Company to pay, upon levy, the Fee Payments or any other amounts payable to the County under this Agreement; provided, however, that the Company shall be entitled to all redemption rights granted by applicable statutes;

(b) Failure by the Company to make the minimum investment required by the Act within the Investment Period, or to maintain such minimum level of investment, without regard to depreciation as required by the Act after the Investment Period has expired;

(c) Failure by the Company to perform any of the other material terms, conditions, obligations or covenants of the Company hereunder, which failure shall continue for a period of ninety (90) days after written notice from the County to the Company specifying such failure and requesting that it be remedied, unless the County shall agree in writing to an extension of such time prior to its expiration.

Section 4.15 Remedies on Default. Whenever any Event of Default shall have occurred and shall be continuing, the County may take any one or more of the following remedial actions:

(a) Terminate the Fee Agreement, including all terms and provisions thereof; or

(b) Take whatever action at law or in equity may appear necessary or desirable to collect the other amounts due and thereafter to become due or to enforce performance and observance of any obligation, agreement or covenant of the Company under this Fee Agreement.

Section 4.16 Remedies Not Exclusive. No remedy conferred upon or reserved to the County under this Fee Agreement is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other

lawful remedy now or hereafter existing. No delay or omission to exercise any right or power accruing upon any continuing default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the County to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as may be herein expressly required and such notice required at law or equity which the Company is not competent to waive.

Section 4.17 Reimbursement of Legal Fees and Expenses. If ~~the Company~~either party shall default under any of the provisions of this Fee Agreement and the ~~County~~other party shall employ attorneys or incur other reasonable expenses for the collection of payments due hereunder or for the enforcement of performance or observance of any obligation or agreement on the part of ~~the Company~~such other party contained herein, the ~~Company~~defaulting party will, within thirty (30) days of demand therefor, reimburse the reasonable fees of such attorneys and such other reasonable expenses so incurred by the County.

Section 4.18 No Waiver. No failure or delay on the part of ~~the County~~either party to this Agreement in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. No waiver of any provision hereof shall be effective unless the same shall be in writing and signed by the ~~County~~waiving party.

Section 4.19 Collection of Fee Payments and Related Payments. In addition to all other remedies herein provided, the nonpayment of Fee Payments and related make-whole payments to the County required hereunder shall constitute a lien for tax purposes as provided in Section 12-

44-90 of the Act. In this regard, and notwithstanding anything in this Agreement to the contrary, the County may exercise the remedies provided by general law (including Title 12, Chapter 49, of the Code) relating to the enforced collection of ad valorem taxes to collect any Fee Payments and such make-whole payments due hereunder.

ARTICLE V

MISCELLANEOUS

Section 5.1 Notices. Any notice, election, demand, request or other communication to be provided under this Fee Agreement shall be effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

AS TO THE COUNTY:

Oconee County, South Carolina
415 South Pine Street
Walhalla, SC 29691
Attention: County Administrator

WITH A COPY TO:

Oconee County Attorney
The McNair Law Firm, P.A.
104 S. Main Street, Suite 700
Greenville, SC 29601

AS TO THE COMPANY:

~~{Casto Assignee}~~ Oconee, LLC
c/o Casto Southeast Realty Services, LLC
5391 Lakewood Ranch Boulevard, Suite 100
Sarasota, FL 34240
Attention: Brett Hutchens, President

WITH A COPY TO:

Casto Oconer, LLC
c/o Casto
250 Civic Center Drive, Suite 500
Columbus, OH 43215
Attention: General Counsel

and WITH A COPY TO:

Smith Moore Leatherwood LLP
Post Office Box 87
Greenville, SC 29602
Attention: Richard L. Few, Jr., Esq.

Section 5.2 Binding Effect. This Fee Agreement and each document contemplated hereby or related hereto shall be binding upon and inure to the benefit of the Company and the County and their respective successors and assigns. In the event of the dissolution of the County or the consolidation of any part of the County with any other political subdivision or the transfer of any rights of the County to any other such political subdivision, all of the covenants, stipulations, promises and agreements of this Fee Agreement shall bind and inure to the benefit of the successors of the County from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of the County has been transferred.

Section 5.3 Counterparts. This Fee Agreement may be executed in any number of counterparts, and all of the counterparts taken together shall be deemed to constitute one and the same instrument.

Section 5.4 Governing Law. This Fee Agreement and all documents executed in connection herewith shall be construed in accordance with and governed by the laws of the State.

Section 5.5 Headings. The headings of the articles and sections of this Fee Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Fee Agreement.

Section 5.6 Amendments. The provisions of this Fee Agreement may be modified or amended in writing by any agreement or agreements entered into between the parties.

Section 5.7 Further Assurance. From time to time the County agrees to execute and deliver to the Company such additional instruments as the Company may reasonably request to effectuate the purposes of this Fee Agreement.

Section 5.8 Severability. If any provision of this Fee Agreement is declared illegal, invalid or unenforceable for any reason, the remaining provisions hereof shall be unimpaired and such illegal, invalid or unenforceable provision shall be reformed so as to most closely effectuate the legal, valid and enforceable intent thereof and so as to afford the Company with the maximum benefits to be derived herefrom, it being the intention of the County to offer the Company a strong inducement to locate the Project in the County.

Section 5.9 Limited Obligation. **ANY OBLIGATION OF THE COUNTY CREATED BY OR ARISING OUT OF THIS FEE AGREEMENT SHALL BE A LIMITED OBLIGATION OF THE COUNTY, PAYABLE BY THE COUNTY SOLELY FROM THE PROCEEDS DERIVED UNDER THIS FEE AGREEMENT AND SHALL NOT UNDER ANY CIRCUMSTANCES BE DEEMED TO CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION.**

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and behalf by the County Council Chairman and to be attested by the Clerk to County Council; and the Company has caused this Fee Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Wayne McCall, Chairman of Oconee County
Council
Oconee County, South Carolina

Attest:

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

CASTO ASSIGNEE O'CONNOR, LLC

By: _____

Its: Operating Manager

Document comparison by Workshare Compare on Wednesday, May 20, 2015
10:09:21 AM

Input:	
Document 1 ID	PowerDocs://GREENVILLE/1402093/3
Description	GREENVILLE-#1402093-v3- Casto_ECONOMIC_DEVELOPMENT_Oconee_County_F ee_Agreement
Document 2 ID	PowerDocs://GREENVILLE/1402093/4
Description	GREENVILLE-#1402093-v4- Casto_ECONOMIC_DEVELOPMENT_Oconee_County_F ee_Agreement
Rendering set	Standard

Legend:	
Insertion	
Deletion	
Moved from	
Moved to	
Style change	
Format change	
Adjusted relation	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	60
Deletions	48
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	108

STATE OF SOUTH CAROLINA	)	INTERGOVERNMENTAL
	)	AGREEMENT
COUNTY OF OCONEE)	
)	
CITY OF SENECA	)	AN INTERGOVERNMENTAL
	)	AGREEMENT BETWEEN
	)	OCONEE COUNTY, SOUTH CAROLINA
	)	AND THE CITY OF SENECA,
	)	SOUTH CAROLINA, PERTAINING
	)	TO THE CREATION OF A JOINT
	)	COUNTY INDUSTRIAL AND
	)	BUSINESS PARK WITHIN OCONEE
	)	COUNTY AND THE CITY OF
	)	SENECA (CASTO OCONEE, LLC)

WHEREAS, Oconee County, South Carolina (the "County"), acting by and through its County Council (the "County Council"), is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 of the Code of Laws of South Carolina, 1976, as amended (the "Act"), to acquire, or cause to be acquired, properties and to enter into agreements with any business to construct, operate, maintain and improve such property and to enter into or allow financing agreements with respect to such properties through which powers the economic development of the State of South Carolina (the "State") will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ the manpower, agricultural products and natural resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

WHEREAS, the County is authorized by the Act to execute a fee in lieu of tax agreement, as defined in the Act, with respect to any such project; and

WHEREAS, Casto Oconee, LLC, a South Carolina limited liability company (referred to hereinafter as the "Company"), has requested the County to participate in executing a fee agreement (the "Fee Agreement") pursuant to the Act for the purpose of authorizing and of acquiring, by purchase and construction and installation of, certain real property and improvements, machinery, equipment, fixtures and furnishings for the purpose of the operation by the Company and its affiliates of certain commercial and business facilities in the County (the "Project"), all as more fully set forth in the Fee Agreement; and

WHEREAS, the Project is expected to involve in excess of \$30,000,000 of investment in real and personal property, all within the fifth year after the year of execution of the Fee Agreement referred to herein; and

WHEREAS, under the authority granted to the County pursuant to Article VIII, Section 13(d) of the Constitution of South Carolina and Section 4-1-170 of the Code of Laws of South Carolina of 1976, as amended, the County and another South Carolina county or counties contiguous to the County are authorized to enter into an agreement for the development of a joint

county industrial or business park (the "Park Agreement") and to thereafter develop the industrial and business park described in the Park Agreement (a "Park"); and

WHEREAS, the County, acting through the County Council, is also authorized by Section 4-1-175, Section 4-29-68, and Section 12-44-70 of the South Carolina Code of Laws, 1976, as amended (collectively, the "Infrastructure Act") to provide infrastructure improvement credits (the "Infrastructure Credits"), secured by and based solely on revenues of the County from payments in lieu of taxes pursuant to Section 4-1-170, Code of Laws of South Carolina, 1976, as amended and Section 12-44-50 of the Act, for the purpose of defraying a portion of the cost of designing, acquiring, constructing, improving, or expanding infrastructure, land and improvements to real property as defined in Section 4-29-68(A)(2) and Section 12-44-70(B) of the Infrastructure Act in order to induce the Company to proceed with the Project in the County; and

WHEREAS, based upon the information supplied by the Company, the County has determined that the Project would benefit the general public welfare of the County by providing service, employment, recreation or other public benefits not otherwise provided locally; that the Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against the general credit or taxing power of either; that the purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes; that the inducement of the location or expansion of the Project within the County and State is of paramount importance; and, that the benefits of the Project will be greater than the costs; and

WHEREAS, the County is authorized by Sections 4-9-30 and 4-9-41 of the South Carolina Code of Laws, 1976, as amended, to enter into the joint administration of the exercise of powers, as authorized by Section 13 of Article VIII of the South Carolina Constitution with any incorporated municipality and desires to enter into an Intergovernmental Agreement with the City of Seneca (the "City") for the upgrade of certain municipal utility services serving the general area in which the Project will be located (the "Intergovernmental Agreement"), thereby helping provide such utility services for the Project, for that entire part of the County, and for the City's use in providing utility services to the Company and the Project; and

WHEREAS, after due consideration the County has determined that placing the real property on which the Project will be located into a Park through execution and delivery of a Park Agreement with Pickens County and entering into a Fee Agreement providing for a fee in lieu of tax ("FILOT") arrangement and granting certain Infrastructure Credits with respect to the Project, and entering into the Intergovernmental Agreement with the City will further the purposes and objectives of the Act and the Infrastructure Act; and

WHEREAS, the County has committed to pay ~~\$300,000-500,000~~ to the City for the upgrade of certain ~~sewer~~ utilities serving the geographic area of the County in which the Project is to be located, which will be matched by City funding in the same amount, and all of that funding (~~\$600,000, each, by the City and the County~~) will be matched by funding from the Company in the same amount, ~~\$600,000~~, all of which will result in ~~sewer-utility~~ upgrades to be used by the City in providing ~~sewer-utility~~ service to that Project, at the gateway to Oconee County, but also for all other future development in that area of the County, and therefore the

City and County desire to memorialize the funding commitment of each other, and to establish the procedure by which County and Company funds will flow to the City to be used only for the ~~sewer~~ utility upgrades, and the County and the City desire to establish, through the Intergovernmental Agreement being endorsed by the Company, that the Company is committing to utilizing City water and sewer utility services ("Utility Services") and to matching the City and County ~~combined~~ funding commitment to the ~~sewer~~ utility upgrades; and

WHEREAS, it appears that ~~the~~ this Intergovernmental Agreement, above referred to, which is now before this meeting, is in appropriate form and is appropriate instrument to be executed and delivered by and between the City and the County, and endorsed by the Company, for the purposes intended.

NOW, THEREFORE, it is hereby agreed between Oconee County and the City of Seneca that:

1. The foregoing statements and representations are hereby incorporated herein and adopted as findings of fact supporting the execution and delivery of this Intergovernmental Agreement.

2. The City of Seneca hereby agrees and commits, based on the terms contained herein, to design, engineer, and construct, or cause to be designed, engineered, and constructed, certain upgrades to the sanitary sewer pump station and service ~~lines~~ and associated infrastructure serving the Martins Creek portion of Oconee County, and specifically serving the parcel on which the Project will be constructed, in accordance with plans and designs previous agreed to by and among the City, the County, and the Company (collectively, the "Sewer Upgrade"), and to make certain upgrades to the water utilities serving the Project area (collectively with the Sewer Upgrade, the "Utility Upgrades") and will contribute at least Three Six Hundred Thousand Dollars (\$400,000/600,000) of City funding to such ~~Sewer Upgrade~~ Utility Upgrades, and will accept Three Six Hundred Thousand Dollars (\$300,000/600,000) in funding for ~~that Sewer Upgrade those~~ Utility Upgrades from the County, and Six Hundred Thousand Dollars (\$600,000) in funding for ~~that Sewer Upgrade those~~ Utility Upgrades from the Company, all to be used only and solely for ~~that Sewer Upgrade those~~ Utility Upgrades;

3. Oconee County hereby agrees and commits, based on the terms contained herein, to provide Three Six Hundred Thousand Dollars (\$300,000/600,000) in funding to the City, in sufficient time as agreed upon between the County Administrator and the City Manager to meet the City's construction schedule, to be used only and solely for the ~~sanitary Sewer Upgrade~~ Utility Upgrades described in this Intergovernmental Agreement. It is understood and agreed between the City and the County that the County will reimburse itself, fully, dollar for dollar, with reasonable interest attached, based on industry norms at the time, for the County's contribution to the ~~Sewer Upgrade~~ Utility Upgrades, from tax (fee in lieu of tax) revenues from the Project in the Park (as defined in the Fee Agreement), all as authorized in the Fee Agreement and the Ordinance authorizing it. Specifically, the County will use twenty percent (20%) of the fee in lieu of tax revenue stream from the Project in the Park, after payment of the Park partner

fee to Pickens County and use of Special Source Revenue Credits by the Company (as authorized in the Fee Agreement), for as many years as it takes to complete the reimbursement described in this section 3, and the County's use of that percentage will stop as soon as such repayment to the County's economic development infrastructure funds (from which the original \$200,000-600,000 was originally taken) is repaid.

4. Through endorsement of this Intergovernmental Agreement, the Company acknowledges that it fully understands the commitments of the City and County, and commits, as a contractual undertaking and as specific consideration for the City and County commitments to the Project, that: The Company will provide Six Hundred Thousand Dollars (\$600,000) in funding to the City, in sufficient time as agreed upon between the Company and the City Manager to meet the City's construction schedule, to be used only and solely for the ~~sanitary Sewer Upgrade~~ Utility Upgrades described in this Intergovernmental Agreement; and, The Company commits to the City and the County that the Company will use, exclusively, City Utility Services for water and sanitary sewer service for the Project.

5. All commitments of the City, the County, and the Company hereunder are specifically made as consideration for the performance of the commitments of all other parties hereto, are mutually dependent, each on the other, and are made as specific consideration for and of the mutual commitments, and performance thereof, of each of the other parties hereto. This Intergovernmental Agreement, and the endorsement thereof by the Company, with its own commitments, is intended as a contractual undertaking of each, and, as such are authorized by ordinances of both the City and the County, and by due corporate authorization of the Company.

6. Should any part, term, or provision of this Intergovernmental Agreement be finally declared to be invalid or otherwise unenforceable by any court of competent jurisdiction, such declaration shall not affect the validity of the remainder of the sections, phrases, and provisions hereunder, including, without limitation, the endorsement hereof by the Company, all of which are hereby declared to be separable.

7. Agreed upon and entered into as of the _____ day of _____, 2015.

Witness: _____ OCONEE COUNTY, SOUTH CAROLINA

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

Date signed: _____

Witness: _____ CITY OF SENECA, SOUTH CAROLINA

By: _____

Its: Mayor

Date signed: _____

ENDORSEMENT

As an endorsement to and of this Intergovernmental Agreement, and as specific consideration for the undertakings of the City and County, pursuant hereto, and as a contractual commitment to the City and County, as such consideration, Casto Oconee, LLC, as the Company, hereby:

- 1. Acknowledges that it fully understands the commitments of the City and County, and;
- 2. Commits, as a contractual undertaking and as specific consideration for the City and County commitments to the Project, that:

- a. The Company will provide Six Hundred Thousand Dollars (\$600,000) in funding to the City, in sufficient time as agreed upon between the Company and the City Manager to meet the City's construction schedule, to be used only and solely for the sanitary Sewer Upgrade described in this Intergovernmental Agreement; and;

- b. The Company commits to the City and the County that the Company will use, exclusively, City Utility Services for water and sanitary sewer service for the Project.

Witness:

CASTO OCONEE, LLC
By: _____
Its: _____

Date signed: _____

Comparison Details	
Title:	pdfDocs compareDocs Comparison Results
Date & Time:	5/21/2015 9:10:21 AM
Comparison Time:	0.23 seconds
compareDocs version:	v4.0.3.1

Sources	
Original Document:	[#322603] [v5] OCONEE CO/SENECA/CASTO - Intergovernmental Agreement
Modified Document:	[#322603] [v6] OCONEE CO/SENECA/CASTO - Intergovernmental Agreement

Comparison Statistics	
Insertions:	7
Deletions:	4
Changes:	22
Moves:	0
TOTAL CHANGES:	33

Word Rendering Set Markup Options	
Name	Standard
Insertions	
Deletions	
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Inserted cells	
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Formatting	Color only
Changed lines	Mark left border
Comments color	By Author
Balloons	False

compareDocs Settings Used	Category	Option Selected
Open Comparison Report after Saving	General	Always
Report Type	Word	Formatting
Character Level	Word	False
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Include Field Codes	Word	True
Include Moves	Word	True
Show Track Changes Toolbar	Word	False
Show Reviewing Pane	Word	False
Update Automatic Links at Open	Word	False
Summary Report	Word	End
Include Change Detail Report	Word	Separate
Document View	Word	Print
Remove Personal Information	Word	False
Flatten Field Codes	Word	True

Cost/Benefit Analysis
Project Fountain
Oconee County

Project Data

New Building (Construction)	\$	24,000,000
Existing Building	\$	-
Land Cost	\$	6,200,000
Equipment (Less Pollution Cor	\$	-
Employees		300
Avg. Hourly Wage	\$	10.00
Avg. Salary	\$	20,000
Total Direct Payroll	\$	6,000,000

Project Multipliers

Income		1.37
Investment -- Construction		1.33
Investment -- Machinery		0.20

Employment Impacts

Employment -- Direct		300
Employment -- Indirect		83
<u>Total Employment Impact</u>		<u>383</u>

Net Costs	<u>Year 1</u>	<u>15-Year NPV</u>
Local	\$ 795,534	\$ 2,732,837
<u>Total State & Local Costs</u>	<u>\$ 795,534</u>	<u>\$ 2,732,837</u>
 Net Benefits		
Local	\$ 187,866	\$ 7,257,815
Local Economy	\$ 27,608,000	\$ 36,229,479
<u>Total Local Benefits</u>	<u>\$ 27,795,866</u>	<u>\$ 43,487,294</u>

	<u>Year 1</u>	<u>15-Year NPV</u>
Local Government Costs		
Fee-in-Lieu of Property Taxes	\$ -	\$ 219,149
MCP Split	\$ 3,834	\$ 38,241
Special Source	\$ 191,700	\$ 1,912,066
Gov't Services	\$ -	\$ -
Education Costs	\$ -	\$ -
Site Acquisition	\$ -	\$ -
Site Preparation	\$ -	\$ -
Site Utilities	\$ 600,000	\$ 563,380
Special Infrastructure	\$ -	\$ -
Equipment / Machinery	\$ -	\$ -
Special Development Financing	\$ -	\$ -
Consulting/ Special Studies	\$ -	\$ -
Waived Fees / Permits	\$ -	\$ -
Streamlined Approvals	\$ -	\$ -
Total Value of Costs	\$ 795,534	\$ 2,732,837
Local Government Benefits		
Taxes from existing building	\$ -	\$ -
Direct Property Taxes	\$ 383,400	\$ 3,824,133
New Residential Prop. Taxes		
Single family - (Owner occupied)	\$ -	\$ -
Single Family - (Rental)	\$ -	\$ -
Multi-family (Rental)	\$ -	\$ -
Prop. Taxes from New Autos	\$ -	\$ -
LOST from Const. Materials	\$ -	\$ -
LOST from Increase Retail Sales	\$ -	\$ -
LOST from Operational Supplies	\$ -	\$ -
Public Utilities	\$ 600,000	\$ 6,166,519
Total Value of Benefits	\$ 983,400	\$ 9,990,652
Net Local Benefits	\$ 187,866	\$ 7,257,815
Local Benefit/Cost Ratio	0:1	3:1
Local Economy Benefits		
Total Private Sector Benefits	\$ 27,608,000	\$ 36,229,479



PUBLIC HEARING SIGN IN SHEET

Oconee County Council Meeting

June 2, 2015 ~ ~ 6:00 p.m.

Ordinance 2015-08 "AN ORDINANCE AMENDING CHAPTER 38 OF THE OCONEE COUNTY CODE OF ORDINANCES, IN CERTAIN LIMITED REGARDS AND PARTICULARS ONLY, REGARDING AGRICULTURAL RESIDENTIAL ZONING DISTRICTS IN CERTAIN LIMITED REGARDS AND PARTICULARS, AND OTHER MATTERS RELATED THERETO."

Ordinance 2015-15 "AN ORDINANCE AMENDING CHAPTER 32 AND CHAPTER 38 OF THE OCONEE COUNTY CODE OF ORDINANCES, IN CERTAIN LIMITED REGARDS AND PARTICULARS ONLY, REGARDING SETBACKS, AND OTHER MATTERS RELATED THERETO"

Ordinance 2015-16 "AN ORDINANCE TO AMEND OCONEE COUNTY ORDINANCE 2014-01, THE BUDGET ORDINANCE FOR OCONEE COUNTY FOR THE FISCAL YEAR BEGINNING JULY 1ST, 2014 AND ENDING JUNE 30TH, 2015, IN CERTAIN LIMITED REGARDS AND PARTICULARS, RELATED TO THE ROCK QUARRY BUDGET, ONLY, AND OTHER MATTERS RELATED THERETO"

Everyone speaking before Council will be required to do so in a civil manner. Council will not tolerate personal attacks on individual council members, county staff or any person or group. Racial slurs will not be permitted. Council's number one priority is to conduct business for the citizens of this county. All citizens who wish to address Council and all Boards and Commission appointed by Council should do so in an appropriate manner.

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

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

	Ordinance #	2015-08	2015-15	2015-16
1.				
2.				
3.				
4.				
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PRINT Your Name & Check Ordinance[s] You Wish to Address

	Ordinance #	2015-08	2015-15	2015-16
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STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2015-08

AN ORDINANCE AMENDING CHAPTER 38 OF THE OCONEE COUNTY CODE OF ORDINANCES, IN CERTAIN LIMITED REGARDS AND PARTICULARS ONLY, REGARDING AGRICULTURAL RESIDENTIAL ZONING DISTRICTS IN CERTAIN LIMITED REGARDS AND PARTICULARS; 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 (the “State”), acting by and through its governing body, the Oconee County Council (the “County Council”), has adopted multiple ordinances for the effective, efficient governance of the County, which, subsequent to adoption, are codified in the Oconee County Code of Ordinances (the “Code of Ordinances”), as amended, from time to time; and

WHEREAS, the County, acting by and through the County Council, is authorized by Section 4-9-30(9) and Chapter 29 of Title 6 of the South Carolina Code, 1976, as amended, among other sources, to impose land use restrictions and development standards in the unincorporated areas of the County; and,

WHEREAS, Chapter 38 of the Code of Ordinances contains terms, provisions and procedures applicable to zoning in the County; and

WHEREAS, County Council recognizes that there is a need to revise the law of the County to meet the changing needs of the County and that there is a need to amend, specifically, the Agricultural Residential District sections of Chapter 38 of the Code of Ordinances, as to the “Intent” and “Definitions” provisions thereof; and

WHEREAS, County Council has therefore determined to modify Chapter 38 of the Code of Ordinances, and to affirm and preserve all other provisions of the 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 *Definition* and *Intent* portions of Section 38-10.12 of the Code of Ordinances, entitled *Agricultural Residential Districts (ARD)*, are hereby revised, rewritten and amended to read as set forth in Attachment A, which is attached hereto and hereby incorporated by reference as fully as is set forth verbatim herein.

2. County Council hereby declares and establishes its legislative intent that Attachment A, hereto, as may be amended from time to time, become the applicable zoning provision of the County, or part thereof, with regard to the section amended by Attachment A, from and after its adoption, states its intent to so adopt Attachment A, and directs that a public hearing thereon be undertaken by County Council or the Oconee County Planning Commission, in accord with and as required by Section 6-29-760 and by Section 4-9-130, South Carolina Code, 1976, as amended.

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 County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded. However, nothing contained herein, or in the Attachments hereto, shall cancel, void, or revoke, or shall be interpreted as cancelling, voiding, or revoking, *ex post facto*, in any regard any prior zoning or rezoning acts, actions, or decisions of the County or County Council based thereon, which were valid and legal at the time in effect and undertaken pursuant thereto, in any regard.

5. All other terms, provisions, and parts of the Code of Ordinances, and specifically, but without exception, the remainder of Section 38-10-12 of Chapter 38, not amended hereby, directly or by implication, shall remain in full force and effect.

6. This Ordinance shall take effect and be in full force and effect from and after third reading and enactment by County Council, and will apply to all zoning processes initiated after first (1st) reading hereof. All processes actually initiated by submitting a properly and legally completed petition to the County, at a minimum, prior to first (1st) reading of this ordinance and the establishment of the pending ordinance doctrine thereby, shall be completed under the zoning rules and regulations of Chapter 38 of the Code of Ordinances, as in effect prior to final adoption of this ordinance.

ORDAINED in meeting, duly assembled, this 2nd day of June, 2015.

ATTEST:

Elizabeth Hulse,
Clerk to Oconee County Council

Chairman, Oconee County Council

First Reading: February 24, 2015
Second Reading: April 21, 2015
Third Reading: June 2, 2015
Public Hearing: June 2, 2015

ATTACHMENT A
To Ordinance 2015-08
Changes to the Intent and Definition portions of Section 38-10.12
Of the Oconee County Code of Ordinances

Intent: The Agricultural Residential districts are intended to allow for most agricultural, forestry, and other related uses that are typically found in rural communities; however, in consideration for the residential areas nearby, certain uses are prohibited in this zoning district.

Definition: For those areas that have maintained their rural uses, including engaging in agricultural and forestry practices, while the neighboring areas have experienced a growth in residential development not typical to rural areas.

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2015-15

**AN ORDINANCE AMENDING CHAPTER 32 AND
CHAPTER 38 OF THE OCONEE COUNTY CODE OF
ORDINANCES, IN CERTAIN LIMITED REGARDS AND
PARTICULARS ONLY, REGARDING SETBACKS; 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 (the "State"), acting by and through its governing body, the Oconee County Council (the "County Council"), has adopted multiple ordinances for the effective, efficient governance of the County, which, subsequent to adoption, are codified in the Oconee County Code of Ordinances (the "Code of Ordinances"), as amended, from time to time; and

WHEREAS, the County, acting by and through the County Council, is authorized by Section 4-9-30(9) and Chapter 29 of Title 6 of the South Carolina Code, 1976, as amended, among other sources, to impose land use restrictions and development standards in the unincorporated areas of the County; and,

WHEREAS, Chapter 32 of the Code of Ordinances contains terms, provisions and procedures applicable to performance standards in the County; and

WHEREAS, Chapter 38 of the Code of Ordinances contains terms, provisions and procedures applicable to zoning in the County; and

WHEREAS, County Council recognizes that there is a need to revise the law of the County to meet the changing needs of the County and that there is a need to amend, specifically, certain sections of Chapter 32 and Chapter 38 of the Code of Ordinances involving setbacks and setback lines; and

WHEREAS, County Council has therefore determined to modify Chapters 32 and 38 of the Code of Ordinances, and to affirm and preserve all other provisions of the 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. Section 32-214 of Chapter 32 of the Code of Ordinances, entitled *Lot Improvements*, is hereby revised, rewritten, and amended to read as set forth in Attachment A, which is attached hereto and hereby incorporated by reference as fully as if set forth verbatim herein.

2. Section 38-10.2 of Chapter 38 of the Code of Ordinances, entitled *Control Free District (CFD)*, is hereby revised, rewritten, and amended to read as set forth in Attachment B,

which is attached hereto and hereby incorporated by reference as fully as if set forth verbatim herein.

3. County Council hereby declares and establishes its legislative intent that Attachment A, hereto, as may be amended from time to time, amend Section 32-214 of the land use performance standards of the County, and that Attachment B, hereto, as may perhaps be amended from time to time, become the applicable zoning provisions of the County, or parts thereof, with regard to the sections amended by Attachment B, from and after its adoption, states its intent to so adopt Attachments A and B, and directs that a public hearing thereon be undertaken by County Council or the Oconee County Planning Commission, in accord with and as required by Section 6-29-760 and by Section 4-9-130, South Carolina Code, 1976, as amended.

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 County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded. However, nothing contained herein, or in the Attachments hereto, shall cancel, void, or revoke, or shall be interpreted as cancelling, voiding, or revoking, *ex post facto*, in any regard any prior performance standard, zoning or rezoning acts, actions, or decisions of the County or County Council based thereon, which were valid and legal at the time in effect and undertaken pursuant thereto, in any regard.

6. All other terms, provisions, and parts of the Code of Ordinances, and specifically, but without exception, the remainder of Section 38-10.2 of Chapter 38, not amended hereby, directly or by implication, shall remain in full force and effect.

7. This Ordinance shall take effect and be in full force and effect from and after third reading and enactment by County Council, and will apply to all land use and zoning processes initiated after first (1st) reading hereof. All processes actually initiated by submitting a properly and legally completed petition to the County, at a minimum, prior to first (1st) reading of this ordinance and the establishment of the pending ordinance doctrine thereby, shall be completed under the zoning and performance standard rules and regulations of Chapters 32 and 38 of the Code of Ordinances, as in effect prior to final adoption of this ordinance.

ORDAINED in meeting, duly assembled, this 2nd day of June, 2015.

ATTEST:

Elizabeth Hulse,
Clerk to Oconee County Council

Chairman, Oconee County Council

First Reading: April 21, 2015
Second Reading: May 5, 2015
Third Reading: June 2, 2015
Public Hearing: June 2, 2015

ATTACHMENT A
To Ordinance 2015-15

Sec. 32-214. - Lot improvements.

- (a) *Lot arrangements.* All lots shall be arranged such that there will be no apparent difficulties in securing driveway encroachment permits or building permits for reasons of topography or other conditions and must have driveway access from an approved road. The developer shall be liable for all lots within a proposed subdivision.
- (b) *Lot dimensions.* Except where circumstances such as topography, watercourses, road alignment or existing site boundary configurations dictate otherwise, the following requirements shall apply:
 - (1) Dimensions of corner lots shall be large enough to allow for the erection of buildings observing the minimum yard setbacks from both streets, without encroaching into side and rear yard setbacks, established in the building line section of this chapter.
 - (2) Depth and width of properties reserved or laid out for business, commercial, or industrial purposes shall be adequate to provide for off-street parking and loading facilities required for that type of development, without encroaching into yard setbacks.
- (c) *Lot size.* Minimum lot size shall be .57 acres (approximately 25,000 square feet) with traditional onsite septic tanks served by public water, unless DHEC requires greater area or dimensions. All required set backs shall be met regardless of lot size. No part of a septic system shall be located within any road right-of-way.
- (d) *Building Lines.* [See Section 38-10.2 for all setback requirements in the Control Free District of the County]
- (e) [Reserved]
- (f) *Usable area.* All lots adjacent to floodplains, creeks, and wetlands should use these natural features as lot boundaries when possible. Lots containing areas unsuitable for usage shall not use these areas in calculating minimum lot area.
- (g) *Septic system setback.*
 - (1) Traditional septic systems shall be constructed so that they comply with all regulations of the South Carolina Department of Health and Environmental Control (DHEC).
 - (2) The applicant shall provide the planning director a copy of all South Carolina Department of Health and Environmental Control (DHEC) permit drawings and an approved DHEC permit application for the proposed septic systems utilized within the development.
 - (3) The developer must demonstrate to the planning director that the proposed development will not adversely affect the present water table and the existing water supplies; and also demonstrate that the proposed water supply system will not be adversely affected by existing septic systems.
- (h) *Lot drainage.* Lots shall be laid out so as to provide positive drainage away from all buildings, and individual lot drainage shall be coordinated with the general storm drainage pattern for the area. Drainage shall be designed so as to prevent concentration of stormwater from each lot to any adjacent property. Drainage systems used to control water on one property shall not increase the water flow on adjacent properties without legal easements.
- (i) *Lakes and streams.* If a tract being subdivided contains a water body, or portion thereof, the ownership of and the responsibility for safe and environmentally compliant maintenance of the water body is to be placed so that it will not become a local government responsibility. The minimum area of a lot required under this article may not be satisfied by land that is under water. Where a watercourse other than storm drainage separates the lot's buildable area from the road providing access, an engineer's certified structure shall be provided linking the buildable area to the road. All watercourses shall remain free of obstructions and degradations.
- (j) *Easements.* Easements having a minimum width of ten feet and located along the side or rear lot lines shall be provided as required for utilities and drainage.

(k) *Entrances.* One entrance is required for every 100 lots in a proposed subdivision, or a maximum of 100 lots on a dead end road with a cul-de-sac. This requirement may be waived by the planning director due to topography and feasibility. Every effort shall be made to not have an entrance directly onto an arterial road.

(l) [Reserved]

(Ord. No. 2008-20, Art. 4(4.1—4.12), 12-16-2008)

ATTACHMENT B
To Ordinance 2015-15

Sec. 38-10.2. - Control free district (CFD).

The control free district is intended to be the initial zoning district for all parcels within the jurisdiction at the time of initial adoption of zoning in Oconee County, only; any parcel subsequently rezoned to any other district shall not be a part of the control free district at any future date.

Dimensional requirements:*

Residential uses	Density and Lot Size			Minimum Yard Requirements			Max. Height
	Min. lot size	Max. Density	Min. width (ft.)	Front setback (ft.)	Side setback (ft.)	Rear setback (ft.)	Structure height (ft.)
	N/A	N/A	N/A	25	5	10	65
Nonresidential Uses	Minimum Lot Size		Minimum Yard Requirements			Max. Height	
	Min. Lot Size	Min. Width (ft.)	Front Setback (ft.)	Side Setback (ft.)	Rear Setback (ft.)	Structure Height (ft.)	
	N/A	N/A	25	5	10	65	

(Ord. No. 2012-14, § 1, 5-15-2012)

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2015-16

AN ORDINANCE TO AMEND OCONEE COUNTY ORDINANCE 2014-01, THE BUDGET ORDINANCE FOR OCONEE COUNTY FOR THE FISCAL YEAR BEGINNING JULY 1ST, 2014 AND ENDING JUNE 30TH, 2015, IN CERTAIN LIMITED REGARDS AND PARTICULARS, RELATED TO THE ROCK QUARRY BUDGET, ONLY; AND OTHER MATTERS RELATED THERETO

BE IT ORDAINED, by the County Council for Oconee County, South Carolina, in meeting duly assembled, that:

SECTION I:

Oconee County Ordinance 2014-01 (“AN ORDINANCE TO ESTABLISH THE BUDGET FOR OCONEE COUNTY AND TO PROVIDE FOR THE LEVY OF TAXES FOR ORDINARY COUNTY PURPOSES IN OCONEE COUNTY FOR THE FISCAL YEAR BEGINNING JULY 1, 2014 AND ENDING JUNE 30, 2015”) (the “Budget Ordinance”), is hereby amended and modified to:

- 1) Provide for an increase in the amount of \$493,300, from the funds set aside for Equipment Replacement, in the Rock Quarry Enterprise Fund portion of the Budget Ordinance, and
- 2) Provide for a transfer of \$493,300 to Equipment Replacement from Rock Quarry Enterprise Fund Equipment Replacement Investment, all in the Rock Quarry Enterprise Fund portion of the Budget Ordinance, and
- 3) Provide for expenditure of the same amount (\$493,300) for Equipment Replacement, all in the Rock Quarry Enterprise Fund portion of the Budget Ordinance.

SECTION II:

The Rock Quarry Enterprise Fund portion of the Budget Ordinance is hereby amended by adding the following, for the aforesated purposes:

<u>Rock Quarry Enterprise Fund Revenues and Funding Sources</u>	
Investments (Equipment Replacement)	\$493,300
<u>Rock Quarry Enterprise Fund Appropriations</u>	
Capital Vehicle Expenditure	\$493,300

And by reducing the Equipment Replacement Investment portion of the Rock Quarry Enterprise Fund portion of the Budget Ordinance by the same \$493,300, as the source of the \$493,300 transferred to the preceding two line item additions.

SECTION III:

In the aggregate, the adopted fiscal year 2014-2015 budget, prior to these amendments stands at:

Enterprise Fund Revenues		\$ 5,009,954
Rock Quarry	\$3,809,854	
Oconee FOCUS	\$1,200,100	
Enterprise Fund Expenditures		\$ 5,009,954
Rock Quarry	\$3,809,854	
Oconee FOCUS	\$1,200,100	

As so amended, herein, the new amended budget will be:

Enterprise Fund Revenues		\$ 5,503,254
Rock Quarry	\$4,303,154	
Oconee FOCUS	\$1,200,100	
Enterprise Fund Expenditures		\$ 5,503,254
Rock Quarry	\$4,303,154	
Oconee FOCUS	\$1,200,100	
Rock Quarry Fund Asset Accounts:		
Increase Fund Cash	\$493,300	
Decrease Investments	\$493,300	

SECTION IV:

Except as specifically modified, amended or deleted herein, all revenues and appropriations of funds created by the "AN ORDINANCE TO ESTABLISH THE BUDGET FOR OCONEE COUNTY AND TO PROVIDE FOR THE LEVY OF TAXES FOR ORDINARY COUNTY PURPOSES IN OCONEE COUNTY FOR THE FISCAL YEAR BEGINNING JULY 1, 2014 AND ENDING JUNE 30, 2015", Ordinance 2015-16, are hereby ratified and shall remain in full force and effect as originally adopted. All other sections of Ordinance 2014-01 not modified, directly or by implication shall likewise remain in full force and effect. This ordinance shall take effect immediately on approval on third reading. All ordinances and resolutions inconsistent herewith are, to the extent of such inconsistency only, hereby revoked, repealed, and rescinded.

Passed and approved this 2nd day of June 2015.

OCONEE COUNTY, SOUTH CAROLINA

Wayne McCall, Council Chairman
Oconee County, South Carolina

Attest:

Elizabeth G. Hulse
Clerk to Council

First Reading: April 21, 2015 [title only]
Second Reading: May 5, 2015
Public Hearing: June 2, 2015
Third & Final Reading: June 2, 2015

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2015-17

AN ORDINANCE AMENDING CHAPTER 2, ARTICLE IV, DIVISION 9, SECTION 2-400(a) (OCONEE COUNTY CONSERVATION BANK BOARD MEMBERSHIP) OF THE OCONEE COUNTY CODE OF ORDINANCES, 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 (the “State”), acting by and through its governing body, the Oconee County Council (the “County Council”), has adopted multiple ordinances for the effective, efficient governance of the County, which, subsequent to adoption, are codified in the Oconee County Code of Ordinances (the “Code of Ordinances”), as amended, from time to time; and

WHEREAS, the County, acting by and through the County Council, is authorized by Section 4-9-30 of the South Carolina Code, 1976, as amended, among other sources, to create boards and commissions for the betterment of the County; and,

WHEREAS, Chapter 2 of the Code of Ordinances contains terms, provisions and procedures applicable to certain boards in the County; and

WHEREAS, Chapter 2, Article IV, Division 9, Section 2-400 of the Code of Ordinances contains terms, provisions and procedures applicable to the Board of the County Conservation Bank (the “Board”) in the County; and

WHEREAS, County Council recognizes that there is a need to revise the law of the County to meet the changing needs of the County and that there is a need to amend, specifically, certain sections of Chapter 2, Article IV, Division 9, Section 2-400 of the Code of Ordinances involving the Board of the County Conservation Bank in order to promote more diverse membership on the Board; and

WHEREAS, County Council has therefore determined to modify Chapter 2, Article IV, Division 9, Section 2-400(a) of the Code of Ordinances, in certain limited regards and particulars, only, and to affirm and preserve all other provisions of the 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. Subsection (a) of Section “2-400. Board” of Division 9 of Article IV of Chapter 2 of the Code is hereby revised and amended to read:

“Sec. 2-400. – Board.

- (a) The bank will be governed by a seven-member board (“board”) appointed by Oconee County Council in accordance with the following requirements and recommendations:
- [1] Each board member’s primary residence shall be located in Oconee County; and

[2] At least one of the appointed board members shall be from each of the county council districts; and

[3] The Council shall endeavor to appoint but not require candidates to be appointed as follow:

- a board member or executive officer of a charitable corporation or trust authorized to do business in this state that is one of the following: (i) actively engaged in the acquisition of interests in land from voluntary sellers for the purposes of natural resource or land conservation in Oconee County; or (ii) is organized for historic or cultural preservation purposes; or (iii) is an organization that represents hunting, fishing or outdoor recreation interests; and
- a board member who is an owner of rural real property who is actively engaged in the management and operation of forestlands, farmlands, or wildlife habitat; and
- a board member who is actively engaged in one of the following: (i) the real estate business; or (ii) the business of appraising forestland, farmland, or conservation easements; or (iii) the business of banking, finance or accounting; or (iv) a licensed attorney admitted to practice before the South Carolina Supreme Court with an emphasis in real estate or land use law.
- To the extent possible, all appointed board members should have a demonstrated background, experience, and interest in the conservation of lands with significant natural, cultural and/or historical resources.” (end of 2-400(a))

2. 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.

3. All ordinances, orders, resolutions, and actions of County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded. However, nothing contained herein, shall cancel, void, or revoke, or shall be interpreted as cancelling, voiding, or revoking, *ex post facto*, in any regard any prior acts, actions, or decisions of the County or County Council based thereon, which were valid and legal at the time in effect and undertaken pursuant thereto, in any regard.

4. All other terms, provisions, and parts of the Code of Ordinances, and specifically, but without exception, the remainder of Section 2-400 of Division 9 of Article IV of Chapter 2, not amended hereby, directly or by implication, shall remain in full force and effect.

5. This Ordinance shall take effect and be in full force and effect from and after third reading and enactment by County Council.

ORDAINED in meeting, duly assembled, this ____ day of _____, 2015.

ATTEST:

Elizabeth Hulse,
Clerk to Oconee County Council

Wayne McCall
Council Chairman, Oconee County

First Reading: May 19, 2015
Second Reading: June 2, 2015
Public Hearing:
Third Reading:

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: June 2, 2015
COUNCIL MEETING TIME: 6:00 PM

ITEM TITLE [Brief Statement]:

First Reading In Title Only of Ordinance 2014-19 "AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN INFRASTRUCTURE FINANCE AGREEMENT AMONG OCONEE COUNTY, SOUTH CAROLINA AND COMPANY OR COMPANIES KNOWN TO THE COUNTY AS PROJECT CRYSTAL, WITH RESPECT TO CERTAIN ECONOMIC DEVELOPMENT PROPERTY IN THE COUNTY, WHEREBY SUCH PROPERTY WILL RECEIVE CERTAIN INFRASTRUCTURE CREDITS IN RESPECT OF INVESTMENT IN RELATED INFRASTRUCTURE, AND OTHER MATTERS RELATED THERETO."

BACKGROUND DESCRIPTION:

The Oconee Economic Alliance, on behalf of the County, has worked with this company's leadership to win this capital investment for our community. This ordinance would put into place the agreed upon infrastructure tax credit (i.e. special source revenue credit) between the County and the Company.

SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:

NA

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

STAFF RECOMMENDATION [Brief Statement]:

It is the staff's recommendation that Council approve Ordinance 2015-19 at first reading in title only.

Submitted or Prepared By:



Department Head/Elected Official

Approved for Submittal to Council:


T. Scott Moulder, County Administrator

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.

STATE OF SOUTH CAROLINA
OCONEE COUNTY
RESOLUTION R2015-11

**A RESOLUTION TO CREATE A COMMUNITY RELATIONS
COUNCIL IN OCONEE COUNTY, SOUTH CAROLINA.**

WHEREAS, the South Carolina Human Affairs Law under Section 1-13-70 empowers the South Carolina Human Affairs Commission with authority “to create or recognize such advisory agencies, local, regional or statewide, as will aid in effectuating the purposes of the law”, and,

WHEREAS, any group of civic minded citizens with concerns for the development and well-being of the community can set in motion the necessary plan for creating a Community Relations Council; and,

WHEREAS, a Community Relations Council in Oconee County can help the community to resolve problems related to discrimination based on race, sex, age, national origin, religion, disability or color; and,

WHEREAS, a county legally organized and locally sponsored can work quickly and quietly to resolve local disputes and to promote good and harmonious relationships between the diverse citizens, and

NOW, THEREFORE, it is hereby resolved by the Oconee County Council, in meeting duly assembled, that Oconee County does declare its willingness to take steps to plan, organize and implement such a Community Relations Council in Oconee County.

RESOLVED this 2nd day of June, 2015, in meeting duly assembled.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Wayne McCall, Chairman of County Council
Oconee County, South Carolina

ATTEST:

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

Beth Hulse

From: Ligon, Sandra <sandra@schac.sc.gov>
Sent: Friday, May 22, 2015 9:22 AM
To: Beth Hulse
Cc: Koon, Danny; Buxton, Ray
Subject: RE: council

Hi Beth

Please accept our sincere thanks to the Oconee County Council and administration for your positive response for the creation of a Community Relations Council. We are excited to have you join the growing number of councils as we strive to improve the lives of the citizens of South Carolina.

To answer your question the membership requirements are as follows:

- Be a citizen of the county
- Be at least 18 years old (younger members qualify for a junior council membership)
- Active in the community
- Desire to contribute to the positive movement of the county
- We ask that the members represent a cross section of all municipalities in the county and a fair representation of members based on race, sex, age, national origin, religion and disability
- Include different segments of the community to include law enforcement, senior seniors, health care and education

In other words, we need members who want to promote harmony and better community relations.

Thanks Beth

Please let me know if you need anything else.

And again, please express our appreciation to county council.

Sandra

From: Beth Hulse [mailto:bhulse@oconeesc.com]
Sent: Friday, May 22, 2015 8:54 AM
To: Ligon, Sandra
Subject: council

Please forward to me membership requirements for a council should we be ready at the next meeting to take action on this matter.

Thanks.

Elizabeth G. Hulse, CCC
Clerk to 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



NOTES

BUDGET, FINANCE & ADMINISTRATION COMMITTEE
COUNCIL CHAMBERS, OCONEE ADMINISTRATIVE OFFICES, WAHILALEA, SC

May 26, 2015

MEMBERS, ALL OCONEE COUNTY COUNCIL:

Ms. Edds Cammick, District I, Chairman

Mr. Wayne McCall, District II Mr. Joel Thrift, District IV

Mr. Paul Cain, District III Mr. Reg Dexter, District V

Continued Discussion regarding FY2015-2016 Operating Budget

The Committee discussed various issues related to the FY15-16 budget along with long term capital project needs to include:

- Proposed 1-2 mill increase for FY15-16;
- Tri County Technical College [TCTC] Oconee County campus and Student Success Center;
- Detention Center staff needs;
- Economic Development incentives;
- Sewer for I-85 exits;
- Capital Project Financial Plan;
- Travel/staff development costs versus benefits;
- Working with School District for Vehicle Maintenance and/or Procurement pros and cons;
- Strategic Goals established in February 2015;
- Fund Balance Policy;
- Bond Rating;
- Town of Salem desire to be included in Capital Project planning;
- Proposed ordinance to designate a portion of FILOT's to Economic Development capital needs; and,
- Discussion regarding whether to include Convention Visitor's Bureau Staff into county PRT department [*no change from recommendation in budget document*].

There was no formal action by the Committee at this meeting to amend the budget as presented to Council at second reading at the May 19, 2015 regular meeting.

PUBLISHER'S AFFIDAVIT

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE**

OCONEE COUNTY COUNCIL

IN RE: OCC Public Hearings for Ordinance 2015-08

BEFORE ME the undersigned, a Notary Public for the State and County above named, This day personally came before me, Hal Welch, who being first duly sworn according to law, says that he is the General Manager of **THE JOURNAL**, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in **Oconee County, Pickens County** and the Pendleton area of **Anderson County** and the notice (of which the annexed is a true copy) was inserted in said papers on 05/05/2015 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.



Hal Welch
General Manager

Subscribed and sworn to before me this
05/05/2015



Jennifer A. White
Notary Public
State of South Carolina
My Commission Expires July 1, 2024

JENNIFER A. WHITE
NOTARY PUBLIC
State of South Carolina
My Commission Expires July 1, 2024

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LEGAL NOTICES

LEGALS

space for the construction of six (6) row 800' x 50' border houses with all related equipment. The six houses will have a total capacity of any given time of 200,000 birds. The houses will be located on Royster Road, Townville, SC 29589. The scope of the project's impact will be approximately 120 acres. This area includes the immediate and on which the poultry houses will be built as well as the total area surrounding the poultry houses within 1825 feet in all directions. FSA is soliciting comments regarding the potential environmental impacts of the proposed action on the quality of the human environment within the project's area of impact. Please provide any written comments regarding potential environmental impacts of the proposed project within fifteen (15) days of the date this notification is published. The comments should be directed to Robert Parris, Farm Loan Manager, FSA Spartanburg County Office, 108 Corporate Drive, Suite G, Spartanburg, SC 29303, 864-619-2471 ext. 110. FSA will make no further decision regarding the proposed action during this fifteen-day period.

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
IN THE COURT OF
COMMON PLEAS
D/A No. 2015-CP-87-00257

Vandorff Mortgage and Finance, INC as Attorney-in-Fact for Bank of New York Mellon Plaintiff, SUMMONS v. Linda Grant and John P. Johnson Defendants; NOTICE OF FILING vs. COMPLAINT Linda Grant and John P. Johnson Defendants; NOTICE IS HEREBY GIVEN that the original Complaint in the above entitled action, together with the Summons, was filed in the Office of the Clerk of Court for Oconee County on March 24, 2015 at 10:58 a.m.

B Lindsay Crawford, III
Theodore von Keller
Sara C. Hutchins
Crawford & von Keller, LLC
P.O. Box 4216, Columbia, SC 29240
803-793-2666
Attorneys for Plaintiff
Columbia, SC

LEGAL NOTICES

LEGALS

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
IN THE COURT OF
COMMON PLEAS
Case No. 2015-CP-87-00257
(Claim and Delivery)
(Non-Jury)

Vandorff Mortgage and Finance, INC as Attorney-in-Fact for Bank of New York Mellon Plaintiff, SUMMONS v. Linda Grant and John P. Johnson Defendants; TO THE DEFENDANT(S); ABOVE-NAMED, YOU ARE HEREBY required to Answer the Complaint in this action at which a copy is herewith served upon you, to serve a copy of your answer to said Complaint on the persons whose names are subscribed below at Post Office Box 4216, Columbia, South Carolina 29240, within thirty (30) days after the service hereof, exclusive of the day of such service hereof, and if you fail to answer the Complaint within the time aforesaid, judgment by default will be rendered against you for the relief demanded in the Complaint. CRAWFORD & VON KELLER, LLC By: B. LINDSAY CRAWFORD, III THEODORE VON KELLER SARA C. HUTCHINS Post Office Box 4216 Columbia, SC 29240 (803) 793-2666 Vandorff Mortgage and Finance, Inc. March 3, 2015

The Oconee County Council will hold Public Hearings for Ordinance 2015-08, "AN ORDINANCE AMENDING CHAPTER 32 OF THE OCONEE COUNTY CODE OF ORDINANCES IN CERTAIN LIMITED REGARDS AND PARTICULARS ONLY, REGARDING AGRICULTURAL RESIDENTIAL ZONING DISTRICTS IN CERTAIN LIMITED REGARDS AND PARTICULARS; AND OTHER MATTERS RELATED THERETO", Ordinance 2015-15, "AN ORDINANCE AMENDING CHAPTER 32 AND CHAPTER 38 OF THE OCONEE COUNTY CODE OF ORDINANCES IN CERTAIN LIMITED REGARDS AND PARTICULARS ONLY, REGARDING SETBACKS AND OTHER MATTERS RELATED THERETO", and Ordinance 2015-16, "AN ORDINANCE TO AMEND OCONEE COUNTY ORDINANCE 2014-01, THE BUDGET ORDINANCE FOR OCONEE COUNTY FOR THE FISCAL YEAR BEGINNING JULY 1ST, 2014 AND ENDING JUNE 30TH, 2015, IN CERTAIN LIMITED REGARDS AND PARTICULARS, RELATED TO THE ROCK QUARRY BUDGET, ONLY AND OTHER MATTERS RELATED THERETO" on Tuesday, June 2, 2015 at 5:00 p.m. in Court Chambers, Oconee County Administrative Office, 415 S. Pine Street, Walhalla, SC.

LEGAL NOTICES

LEGALS

COUNTY CODE OF ORDINANCES IN CERTAIN LIMITED REGARDS AND PARTICULARS ONLY, REGARDING SETBACKS AND OTHER MATTERS RELATED THERETO", and Ordinance 2015-16, "AN ORDINANCE TO AMEND OCONEE COUNTY ORDINANCE 2014-01, THE BUDGET ORDINANCE FOR OCONEE COUNTY FOR THE FISCAL YEAR BEGINNING JULY 1ST, 2014 AND ENDING JUNE 30TH, 2015, IN CERTAIN LIMITED REGARDS AND PARTICULARS, RELATED TO THE ROCK QUARRY BUDGET, ONLY AND OTHER MATTERS RELATED THERETO" on Tuesday, June 2, 2015 at 5:00 p.m. in Court Chambers, Oconee County Administrative Office, 415 S. Pine Street, Walhalla, SC.

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Council Office**



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Administrator

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

Phone: 864-718-1023
Fax: 864-718-1024

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info@oconee-sc.com

Paul Corbett
Vice Chairman
District I

Wayne McCain
District II

Archie Barron
District III

Joel 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 2015-08 "AN ORDINANCE AMENDING CHAPTER 38 OF THE OCONEE COUNTY CODE OF ORDINANCES, IN CERTAIN LIMITED REGARDS AND PARTICULARS ONLY, REGARDING AGRICULTURAL RESIDENTIAL ZONING DISTRICTS IN CERTAIN LIMITED REGARDS AND PARTICULARS, AND OTHER MATTERS RELATED THERETO"; Ordinance 2015-15 "AN ORDINANCE AMENDING CHAPTER 32 AND CHAPTER 38 OF THE OCONEE COUNTY CODE OF ORDINANCES, IN CERTAIN LIMITED REGARDS AND PARTICULARS ONLY, REGARDING SETBACKS; AND OTHER MATTERS RELATED THERETO"; and, Ordinance 2015-16 "AN ORDINANCE TO AMEND OCONEE COUNTY ORDINANCE 2014-01, THE BUDGET ORDINANCE FOR OCONEE COUNTY FOR THE FISCAL YEAR BEGINNING JULY 1ST, 2014 AND ENDING JUNE 30TH, 2015, IN CERTAIN LIMITED REGARDS AND PARTICULARS, RELATED TO THE ROCK QUARRY BUDGET, ONLY; AND OTHER MATTERS RELATED THERETO" on Tuesday, June 2, 2015 at 6:00 p.m. in Council Chambers, Oconee County Administrative Offices, 415 S. Pine Street, Walhalla, SC.



Beth Hulse

From: Beth Hulse
Sent: Monday, May 04, 2015 9:53 AM
To: Beth Hulse; classadmgr@upstatetoday.com
Subject: PH 2015-08, 15, 16 - 6/2/15
Attachments: 050415 - PH 2015-08, 15, 16 6-2-15.doc

Please run at your earliest convenience.
THanks.

Elizabeth G. Hulse, CCC
Clerk to 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

Beth Hulse

From: Beth Hulse
Sent: Monday, May 04, 2015 9:54 AM
To: Beth Hulse; Carlos Galarza; Chad Dorsett; DJM News Editor; Fox News; Greenville News (localnews@greenvillenews.com); Kevin; Norman Cannada (ncannada@upstatetoday.com); Ray Chandler; Steven Bradley (sbradley@upstatetoday.com); Westminster News / Keowee Courier (westnews@bellsouth.net); WGOG (dickmangrum@wgog.com); WSPA TV - Channel 7 (assignmentdesk@wspa.com); WYFF 4 News
Subject: Public Hearings: June 2, 2015

The Oconee County Council will hold Public Hearings for Ordinance 2015-08 “AN ORDINANCE AMENDING CHAPTER 38 OF THE OCONEE COUNTY CODE OF ORDINANCES, IN CERTAIN LIMITED REGARDS AND PARTICULARS ONLY, REGARDING AGRICULTURAL RESIDENTIAL ZONING DISTRICTS IN CERTAIN LIMITED REGARDS AND PARTICULARS; AND OTHER MATTERS RELATED THERETO”; Ordinance 2015-15 “AN ORDINANCE AMENDING CHAPTER 32 AND CHAPTER 38 OF THE OCONEE COUNTY CODE OF ORDINANCES, IN CERTAIN LIMITED REGARDS AND PARTICULARS ONLY, REGARDING SETBACKS; AND OTHER MATTERS RELATED THERETO”; and, Ordinance 2015-16 “AN ORDINANCE TO AMEND OCONEE COUNTY ORDINANCE 2014-01, THE BUDGET ORDINANCE FOR OCONEE COUNTY FOR THE FISCAL YEAR BEGINNING JULY 1ST, 2014 AND ENDING JUNE 30TH, 2015, IN CERTAIN LIMITED REGARDS AND PARTICULARS, RELATED TO THE ROCK QUARRY BUDGET, ONLY; AND OTHER MATTERS RELATED THERETO” on Tuesday, June 2, 2015 at 6:00 p.m. in Council Chambers, Oconee County Administrative Offices, 415. S. Pine Street, Walhalla, SC.

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