



Public Comment SIGN IN SHEET

October 20, 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	Gwen McPhail	Support of Agriculture
2	Chris Davis	Support of TSMHS
3	Arlene Chapman	" " "
4	Janie Crowe	Budget cut for schools.
5	Eddie Martin	Budget for schools
6	Lynn Martin	Budget for schools
7	Delane Graham	Budget for schools
8	Dillon Donald	Farm Center
9	Lisa Whymler	Resident / Salem
10	Donna Grunt	Resident / Salem
11	Karen Jones	Support of TSMHS
12	Brian Patterson	Support of TSMHS / Budget for schools
13	DAVID McMAHAW	AG CENTER
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25	AnneHe Phillips	Speak specifically to Salem.

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.



Oconee County Noise Readings

Location	Date	Time	Distance	Weather	Reading		
					High	Low	Average
Clemson- Death Valley							
Notre Dame	10/3/2015	8:00 PM	1/2 mile	Rain	95.0	88.0	92.0
		8:40 PM	Inside	Rain	125.0	78.0	88.0
Boston College	10/17/2015	7:00 PM	1/2 mile	Clear	93.0	85.0	89.0
		8:50 PM	Inside	Clear	123.0	82.0	85.0
Walhalla High School							
Football- Pickens	10/2/2015	7:20 PM	Falcon's Lair	Rain	70.0	42.0	58.0
		7:25 PM	Parking Lot	Rain	55.0	38.0	43.0
		7:35 PM	Stands	Rain	91.0	58.0	65.0
		8:00 PM	Picket Post Rd.	Rain	71.0	51.0	57.0
Football- Wren	10/16/2015	9:15 PM	Falcon's Lair	Clear	69.0	52.0	57.0
		9:05 PM	Stands	Clear	80.0	55.0	61.0
		9:20 PM	Picket Post Rd.	Clear	57.0	48.0	52.0
After School	9/30/2015	3:50 PM	Parking Lot	Clear	43.0	35.0	38.0
		4:00 PM	Falcon's Lair	Clear	65.0	48.0	55.3
Seneca High School							
Football- BHP	10/16/2015	7:45 PM	Pebble Creek	Clear	85.0	63.0	75.0
		7:55 PM	Field	Clear	91.0	72.0	81.0
West Oak High School							
Football- Palmetto	10/16/2015	8:15 PM	Stands	Clear	81.0	61.0	68.0
Oktoberfest							
Main Street- Band	10/16/2015	12:55 PM	100 ft.	Clear	73.0	62.0	65.0
		6:35 PM	100 ft.	Clear	82.0	68.0	77.0
Şertoma Field	10/16/2015	9:45 PM	100 yd.	Clear	71.0	47.0	65.0
Tiki Hut							
Parking Lot	9/30/2015	9:00 PM	100 ft.	Clear	42.0	35.0	38.0
Normandy Shores	9/30/2015	9:20 PM	1 mile	Clear	52.0	40.0	47.0
Marina Point Court	9/30/2015	9:10 PM	1/4 mile	Clear	41.0	32.0	37.0
Normandy Shores	10/17/2015	1:00 PM	1 mile	Clear	55.0	42.0	52.0
Hidden Cove	10/17/2015	1:10 PM	Parking Lot	Clear	65.0	55.0	59.0
Downtown Seneca							
Blackey's Bar	10/2/2015	9:25 PM	Roadway	Cloudy	48.6	45.9	47.3
Burgen's	10/2/2015	9:32 PM	Roadway	Cloudy	57.3	38.6	48.0
Ram Cat Alley	10/2/2015	9:35 PM	Roadway	Cloudy	52.6	42.3	47.5
OCSO Training							
OCSO Firing Range	9/21/2015	9:15 AM	Classroom	Clear	80.6	56.6	68.6
EVO Training	10/15/2015	3:23 PM	CC Campground	Clear	86.2	44.6	65.4
		3:24 PM	10 ft. from siren	Clear	107.7	52.8	80.3
Church Service							
Foothills Church	10/18/2015	9:30 AM	Parking Lot	Clear	51.8	44.4	48.1



Oconee County Noise Readings

<i>Random Location Readings</i>							
<i>I-85 Welcome Center</i>	<i>9/14/2015</i>	<i>11:20 AM</i>	<i>Parking Lot</i>	<i>Clear</i>	<i>77.3</i>	<i>51.1</i>	<i>64.2</i>
<i>I-85 Exit #1</i>	<i>9/14/2015</i>	<i>11:30 AM</i>	<i>Underpass</i>	<i>Clear</i>	<i>87.7</i>	<i>61.7</i>	<i>74.7</i>
<i>Borg Warner</i>	<i>10/2/2015</i>	<i>8:55 PM</i>	<i>Parking Lot</i>	<i>Cloudy</i>	<i>53.6</i>	<i>49.7</i>	<i>51.7</i>
<i>BASF</i>	<i>10/2/2015</i>	<i>9:10 PM</i>	<i>Visitor Parking</i>	<i>Cloudy</i>	<i>62.1</i>	<i>56.2</i>	<i>59.2</i>
<i>Concrete Supply Co.</i>	<i>9/30/2015</i>	<i>3:15 PM</i>	<i>100 yd.</i>	<i>Clear</i>	<i>78.0</i>	<i>52.0</i>	<i>65.0</i>
<i>Old Clemson Hwy.</i>	<i>9/30/2015</i>	<i>3:20 PM</i>	<i>Passing Train</i>	<i>Clear</i>	<i>91.0</i>	<i>89.0</i>	<i>90.0</i>
<i>Moving Patrol Vehicle</i>	<i>9/30/2015</i>	<i>3:00 PM</i>	<i>Inside</i>	<i>Clear</i>	<i>45.0</i>	<i>42.0</i>	<i>44.0</i>



PUBLIC HEARING SIGN IN SHEET

Oconee County Council Meeting

October 20, 2015 ~ ~ 6:00 p.m.

Ordinance 2015-26 "AN ORDINANCE CANCELLING, REVOKING, AND RESCINDING OCONEE COUNTY ORDINANCE 2012-28 AND ITS SUBSEQUENT CODIFICATION; AND OTHER MATTERS RELATED THERETO"
[Stone Pond Special Tax District]

Ordinance 2015-29 "AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDMENT TO THE FEE AGREEMENT BETWEEN OCONEE COUNTY AND **ULBRICH PRECISION FLAT WIRE, LLC, ULBRICH SOLAR WIRE, LLC AND PLANT ROAD, LLC**, TO INCLUDE THE ADDITION OF ULBRICH SOLAR TECHNOLOGIES, INC., AS A SPONSOR, AMENDING THE FEE AGREEMENT DATED AS OF NOVEMBER 1, 2013; AND OTHER MATTERS RELATED THERETO"

Ordinance 2015-30 "AN ORDINANCE DIRECTING THAT THE IMPLEMENTATION OF REAL PROPERTY REASSESSMENT IN OCONEE COUNTY BE DELAYED FOR ONE (1) YEAR, AS AUTHORIZED BY STATUTE; AND OTHER MATTERS RELATED THERETO."

Ordinance 2015-31 "AUTHORIZING THE ISSUANCE AND SALE OF NOT EXCEEDING \$900,000 **GENERAL OBLIGATION BONDS, SERIES 2015, OF OCONEE COUNTY, SOUTH CAROLINA**; FIXING THE FORM AND DETAILS OF THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS; AUTHORIZING THE CHAIRMAN OF COUNTY COUNCIL OR COUNTY ADMINISTRATOR TO DETERMINE CERTAIN MATTERS RELATING TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS; THE DISPOSITION OF THE PROCEEDS OF THE BONDS; AND OTHER MATTERS RELATING 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 #	2015-26	2015-29	2015-30	2015-31
1.					
2.					<input checked="" type="checkbox"/>
3.	Frankie Pearson				
4.					
5.					
6.					
7.					
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9.					
10.					
11.					

STATE OF SOUTH CAROLINA
OCONEE COUNTY
ORDINANCE 2015-26

**AN ORDINANCE CANCELLING, REVOKING, AND RESCINDING
OCONEE COUNTY ORDINANCE 2012-28 AND ITS SUBSEQUENT
CODIFICATION; 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”), on August 14, 2012, following three readings and a public hearing, finally enacted Oconee County Ordinance 2012-28 (as modified or amended, the “Stone Pond Ordinance”), establishing and providing for the operation of the Stone Pond Special Tax District (the “District”) pursuant to Section 4-9-30, Code of Laws of South Carolina 1976, as amended (“Section 4-9-30”), which Stone Pond Ordinance has subsequently been codified or would be codified as a section (the “Section”) of the Oconee County Code of Ordinances (the “Code”); and

WHEREAS, no taxes or uniform service charges have been levied or collected within the District as permitted by Section 4-9-30, and no bonds or other indebtedness have been issued by the County payable from such taxes or uniform service charges; and

WHEREAS, County Council has determined to revoke, cancel, repeal and rescind the Stone Pond Ordinance and the applicable Section of the Code and terminate the existence of the District;

NOW, THEREFORE, IT IS HEREBY ORDAINED by Oconee County Council, in meeting duly assembled, that:

1. The foregoing preamble, and all statements contained therein, are hereby adopted as findings of fact by Oconee County Council, for purposes of this Ordinance.
2. The Stone Pond Ordinance and the Section of the Code are hereby revoked, cancelled, repealed, and rescinded in their entirety, and the existence of the District is hereby terminated and revoked.

3. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the rest and remainder of this Ordinance, all of which is hereby deemed separable.

4. All ordinances, orders, resolutions, and actions of Oconee County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded. However, nothing herein contained shall revoke or render invalid, or be interpreted as revoking or rendering invalid, *ex post facto* in any regard, any action or act undertaken and completed in accord with any such ordinance, order, resolution or action which was valid at the time undertaken and completed.

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

ORDAINED in meeting, duly assembled, this 20th day of October, 2015.

ATTEST:

Elizabeth Hulse,
Clerk to Oconee County Council

Wayne McCall,
Chairman, Oconee County Council

First Reading: September 15, 2015
Second Reading: October 6, 2015
Public Hearing: October 20, 2015
Third Reading: October 20, 2015

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2015-29**

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDMENT TO THE FEE AGREEMENT BETWEEN OCONEE COUNTY AND ULBRICH PRECISION FLAT WIRE, LLC, ULBRICH SOLAR WIRE, LLC AND PLANT ROAD, LLC, TO INCLUDE THE ADDITION OF ULBRICH SOLAR TECHNOLOGIES, INC., AS A SPONSOR, AMENDING THE FEE AGREEMENT DATED AS OF NOVEMBER 1, 2013; AND OTHER MATTERS RELATED 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, Code of Laws of South Carolina, 1976, as amended (the "Act") to cause to be acquired properties (which such properties constitute "projects" as defined in the Act) and to enter into or allow financing agreements with respect to such projects; to provide for payment of a fee in lieu of taxes (the "FILOT") through a FILOT agreement (the "Fee Agreement") pursuant to the Act through which powers the industrial 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, pursuant to an Oconee County ordinance dated October 15, 2013, the County Council authorized the execution by the County of a Fee Agreement dated as of November 1, 2013 (the "Fee Agreement") with Ulbrich Precision Flat Wire, LLC ("Ulbrich") and Ulbrich Solar Wire, LLC and Plant Road, LLC ("Sponsors") for the purpose of financing the cost of the expansion and acquisition, by construction and purchase of buildings, improvements, machinery, equipment and fixtures which constitute a facility used for the purpose of manufacturing metal products in the County and all activities related thereto (the "Project"); and

WHEREAS, Ulbrich is desirous of amending the Fee Agreement dated as of November 1, 2013, to include the addition of Ulbrich Solar Technologies, Inc. as a Sponsor along with the current Sponsors Ulbrich Solar Wire, LLC and Plant Road, LLC in the Project (jointly hereafter the "Sponsors"); and

WHEREAS, the County Council has caused to be prepared and presented to this meeting the form of an amendment of the Fee Agreement (the "Amended Fee Agreement") by and between the County and the Sponsors which includes Ulbrich Solar Technologies, Inc. as an additional Co-Sponsor; and

WHEREAS, it appears that the Amended Fee Agreement, which is now before this meeting, is in appropriate form and is an appropriate instrument to be executed and delivered by the County for the purposes intended.

NOW, THEREFORE, BE IT ORDAINED by Oconee County, South Carolina, as follows:

Section 1. It is the intention of the County Council and the Sponsors that the amendment of the Fee Agreement to simply add Ulbrich Solar Technologies, Inc. as an additional Sponsor, shall not diminish or enhance the value of the existing fee in lieu of tax arrangement between the County and Ulbrich to either party, provided, the Sponsors, collectively, shall now (with the Amended Fee Agreement) have a minimum required investment level of \$5,000,000 in the Project on or before December 31, 2018.

Section 3. The terms of the Amended Fee Agreement, simply adding Ulbrich Solar Technologies, Inc. as an additional Sponsor, presented to this meeting and filed with the Clerk to the County Council be and they are hereby approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Amended Fee Agreement were set out in this Ordinance in its entirety. The Chairman of County Council and the Clerk to the County Council be and they are hereby authorized, empowered and directed to execute, acknowledge and deliver the Amended Fee Agreement in the name and on behalf of the County, and thereupon to cause the Amended Fee Agreement to be delivered to the Company. The Amended Fee Agreement is to be in substantially the form now before this meeting and hereby approved, or with such minor changes therein as shall not be materially adverse to the County and as shall be approved by the officials of the County executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the Amended Fee Agreement now before this meeting.

Section 4. The Chairman of the County Council and the Clerk to the County Council, for and on behalf of the County, are hereby each authorized and directed to do any and all things necessary to effect the execution and delivery of the Amended Fee Agreement and the performance of all obligations of the County under and pursuant to the Amended Fee Agreement.

Section 5. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase or provisions shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 6. All orders, resolutions, ordinances and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its passage and approval.

Passed and approved this 20th day of October, 2015.

OCONEE COUNTY, SOUTH CAROLINA

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

ATTEST:

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

First Reading: September 15, 2015
Second Reading: October 6, 2015
Public Hearing: October 20, 2015
Third Reading: October 20, 2015

AMENDED FEE AGREEMENT

between

OCONEE COUNTY, SOUTH CAROLINA

and

ULBRICH PRECISION FLAT WIRE, LLC

a Connecticut limited liability company

and

ULBRICH SOLAR WIRE, LLC., a Connecticut limited liability company

PLANT ROAD, LLC, a South Carolina limited liability company

AND

ULBRICH SOLAR TECHNOLOGIES, INC., a Delaware corporation

(jointly with the Company hereinafter the “Sponsors”)

Dated as of November 1, 2015

The County and the Company hereby agree to waive, to the full extent allowed by law, the requirements of Section 12-44-55 with regard to the Amended Fee Agreement for the Project, to the extent and so long as the Company makes and continues to make all filings required by the Act, and provides copies of all such filings to the County.

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Oconee County, South Carolina

AMENDED FEE AGREEMENT

THIS AMENDED FEE AGREEMENT (the "Amended Fee Agreement") is made and entered into as of November 1, 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 ULBRICH PRECISION FLAT WIRE, LLC (the "Company"), a limited liability company duly organized and existing under the laws of the State of Connecticut and ULBRICH SOLAR WIRE, LLC, a Connecticut limited liability company PLANT ROAD, LLC, a South Carolina limited liability company and ULBRICH SOLAR TECHNOLOGIES, INC., a Delaware corporation (jointly with the Company hereinafter the "Sponsors"), and is an amendment and continuation of the Fee Agreement (hereinafter defined).

WITNESSETH:

Recitals.

The County is authorized by Title 12, Chapter 44 of the Code of Laws of South Carolina, 1976, as amended (the "Act") to enter into a fee agreement with entities meeting the requirements of such Act, which identifies certain property of such entities as economic development property, to induce such industries to locate in the State and to encourage industries 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 the Act, the County finds that (a) the Project (as defined herein) is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or

other public benefit not otherwise adequately provided locally; (b) the Project gives rise to no pecuniary liability of the County or any incorporated municipality and to no charge against its general credit or taxing power; (c) the purposes to be accomplished by the Project are proper governmental and public purposes; and (d) the cost benefit analysis required by Section 12-44-40(H)(1)(c) demonstrates the benefits of the Project to the public are greater than the costs of the Project to the public.

Pursuant to an Inducement Agreement executed by the County on September 3, 2013 and by the Company on November 15, 2013 (referred to herein as the "Inducement Agreement") authorized by a resolution adopted by the County Council on September 3, 2013 (referred to herein as the "Inducement Resolution"), the Sponsors have agreed to expand, acquire and equip by construction, purchase, lease-purchase, lease or otherwise a facility for the manufacture of metal products (the "Facility") which is located in the County, which would consist of the acquisition, construction, installation, expansion, improvement, design and engineering, in phases, of additional or improved machinery and equipment, buildings, improvements or fixtures which will constitute the project (the "Project"). The Project in the Park (as hereinafter defined) in the County involves an initial taxable investment of at least \$5,000,000 in qualifying Economic Development Property (hereinafter defined) in the County.

Pursuant to an Ordinance adopted on October 20, 2015 (the "Fee Ordinance"), at the Sponsors' request, the County Council authorized the County to execute and deliver this Amended Fee Agreement which identifies the property comprising the Project as Economic Development Property (as defined in the Act) under the Act subject to the terms and conditions hereof.

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 Amended Fee Agreement have the meaning herein specified, unless the context clearly requires otherwise.

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

"Amended Fee Agreement" shall mean this Amended Fee Agreement dated as of November 1, 2015, which amends and replaces the Fee Agreement, except as otherwise noted herein or in the Fee Agreement.

"Authorized Sponsors Representative" shall mean any person designated from time to time to act on behalf of each or any of the Sponsors by its President or one of its vice presidents, its chief executive officer, its general counsel, its treasurer or any assistant treasurer, its secretary or any assistant secretary or any Member 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 Sponsors by its President, one of its vice presidents, its chief executive officer, its general counsel, its treasurer or any assistant treasurer, its secretary or any assistant secretary or any Member. Such

certificates may designate an alternate or alternates, and may designate different Authorized Sponsors Representatives to act for the Sponsors with respect to different sections of this Amended Fee Agreement.

“Authorized County Representative” shall mean the Chairman of County Council, Administrator of the County or their designee as evidenced by a written certificate of the Chairman of County Council or the County Administrator (hereinafter defined).

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

"Clerk to County Council" shall mean the Clerk to the County Council of Oconee County, South Carolina.

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

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

"Company" shall mean Ulbrich Precision Flat Wire, LLC, a Connecticut limited liability company duly qualified to transact business in the State.

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

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

"County Council" shall mean the Oconee County Council, the governing body of the County.

"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 of this Amended

Fee Agreement, of the items which constitute a part of the Phase which may be caused by (i) the Company's removal of equipment pursuant to Section 4.6 of this Amended Fee Agreement, (ii) a casualty to the Phase of the Project, or any part thereof, described in Section 4.7 of this Amended Fee Agreement or (iii) a condemnation to the Phase of the Project, or any part thereof, described in Section 4.8 of this Amended Fee Agreement.

"Economic Development Property" shall mean all items of real and/or tangible personal property comprising the Project which are eligible for inclusion as economic development property under the Act, become subject to the Amended Fee Agreement, and which are identified by the Company in connection with its required annual filing of a SCDOR PT-100, PT-300 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.

"Equipment" shall mean all of the machinery, equipment, furniture and fixtures, together with any and all additions, accessions, replacements and substitutions thereto or therefor to the extent such machinery, equipment and fixtures constitute Economic Development Property and thus become a part of the Project under this Amended Fee Agreement.

"Event of Default" shall mean any Event of Default specified in Section 5.6 of this Amended Fee Agreement.

"Facility" shall mean any such facility that the Sponsors may cause to be constructed, acquired, modified or expanded in Oconee County, South Carolina on the land owned by, leased by or on behalf of the Sponsors for the Project.

"Fee Agreement" shall mean the Fee Agreement dated as of November 1, 2013.

"Fee Term" or "Term" shall mean the period from the date of delivery of the Fee Agreement, as amended by this Amended Fee Agreement until the last Phase Termination Date unless sooner terminated or extended pursuant to the terms of this Amended Fee Agreement.

"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 Amended Fee Agreement.

"Inducement Agreement" shall mean the Inducement Agreement entered into between the County on September 3, 2013 and the Company on November 15, 2013 as authorized by the Inducement Resolution.

"Inducement Resolution" shall mean the resolution of the County Council adopted on September 3, 2013, authorizing the County to enter into the Inducement Agreement.

"Investment Period" shall mean the period commencing January 1, 2013 and ending on the last day of the fifth (5th) property tax year following the property tax year in which the Fee Agreement was executed; or, the tenth (10th) property tax year following the property tax year in which the Fee Agreement was executed if the County shall hereafter agree, pursuant to and in accordance with the Act, to extend the Investment Period.

"Park" shall mean the industrial and business park created by the Park Agreement.

"Park Agreement" shall mean the Agreement for Development of an Industrial/Business Park for Oconee County and Pickens County in which the Economic Development Property is located, originally dated January 16, 2007 and as amended from time to time.

"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" shall mean with respect to each Phase of the Project the day twenty years after each such Phase of the Project becomes subject to the terms of the Fee Agreement as amended by this Amended Fee Agreement. Anything contained herein to the contrary notwithstanding, the last Phase Termination Date shall be no later than December 31, 2038, or December 31, 2043, if an extension of time in which to complete the Project is granted by the County at its discretion pursuant to Section 12-44-30(13) of the Act, as amended, but only if the County subsequently agrees to such an extension of the Investment Period in writing, or an even later date if the Phase Termination Date is extended, in accordance with the terms hereof, with or without an extension of the Investment Period, but only if the County subsequently agrees to a maximum Phase Termination Date exceeding twenty years after each Phase of the Project becomes subject to the terms of the Fee Agreement as amended by this Amended Fee Agreement and such agreements are approved by the county Council and reduced to writing.

"Project" shall mean such of the Equipment, Improvements, and/or Real Property located at the Facility, which constitutes eligible Economic Development Property under the Act and this Agreement and which is reported as such to the SC Department of Revenue on the appropriate forms.

"Real Property" shall mean the real property described in Exhibit A, together with all and singular the rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto to the extent such shall become a part of the Project under the terms of the Fee Agreement as amended by this Amended 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 the Fee Agreement as amended by this Amended Fee Agreement.

"Removed Components" shall mean the following types of components or Phases of the Project or portions thereof, all of which the Sponsors 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 as amended by this Amended Fee Agreement: (a) components or Phases of the Project or portions thereof which the Sponsors, in their sole discretion, determine 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 Sponsor in their sole discretion, elect to remove pursuant to Section 4.7(c) or Section 4.8(b)(iii) of the Fee Agreement as amended by this Amended Fee Agreement.

"Replacement Property" shall mean any property which is placed in service as a replacement of any item of Equipment or any Improvement which is scrapped or sold by the Sponsors and treated as a Removed Component under Sections 4.6, 4.7 or 4.8 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.

"Required Minimum Investment" shall mean that the Sponsors shall be required to invest under and pursuant to the Fee Agreement as amended by this Amended Fee Agreement not less than Five Million Dollars (\$5,000,000) in qualifying, taxable investment in the Project by the end of the fifth (5th) year after the year of execution of the Fee Agreement and such investment will be maintained, without regard to depreciation, in accordance with the Act.

"Sponsors" shall mean the Company, Ulbrich Solar Wire, LLC, Plant Road, LLC and Ulbrich Solar Technologies, Inc. in conformity with the terms of the Act.

"State" shall mean the State of South Carolina.

Any reference to any agreement or document in this Article I or otherwise in this Amended 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 Sponsors 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 to enter into the transactions contemplated by this Amended Fee Agreement and to carry out its obligations hereunder. The County has duly authorized the execution and delivery of this Amended Fee Agreement and any and all other agreements described herein or therein.

(b) The Project, as represented by the Sponsors to the County, 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. The Authorized County Representative

is to take all administrative or managerial actions to be taken or consented to by the County pursuant to this Agreement.

(d) The benefits of the Project, based upon the representations of value by the Company and a cost benefit analysis performed by the Oconee County Economic Development Commission exceed the costs of the Project to the County.

Section 2.2 Representations of the Company. The Sponsors individually and jointly warrant to the County as follows:

(a) The Sponsors represent and warrant that the Sponsors are each duly organized and in good standing under the laws of the State of Connecticut and South Carolina, and are each qualified to do business in the State, has power to enter into this Amended Fee Agreement, and by proper company action has duly authorized the execution and delivery of this Amended Fee Agreement.

(b) The Sponsors represent and warrant that the execution and delivery of this Amended Fee Agreement by the Sponsors and their compliance with the provisions hereof will not result in a default, not waived or cured, under any company restriction or any agreement or instrument to which the Company or any of the Sponsors is now a party or by which it is bound.

(c) The Sponsors intend to operate the Project 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 a facility which manufactures metal products and other legal activities and functions with respect thereto, and for such other purposes permitted under the Act as the Company may deem appropriate.

(d) The availability of the payment in lieu of taxes with regard to the Economic Development Property authorized by the Act has induced the Sponsors to expand or to locate the Project in the State.

(e) The Sponsors anticipate that the cost of the project will be at least \$5,000,000 in qualifying Economic Development Property in the County on or before December 31, 2018.

(f) The Sponsors agree to invest not less than Five Million Dollars (\$5,000,000) in Economic Development Property (the "Required Minimum Investment") on or before December 31, 2018, and to maintain such investment, without regard to depreciation, in the Project from that point on until the end of the Term. Should such Required Minimum Investment not be met, the Sponsors will lose the benefit of the Fee Agreement as amended by the Amended Fee Agreement, and the Project will revert to normal tax treatment, pursuant to Section 12-44-140(B) of the Act and Section 4.2 hereof. Failure to maintain the investment shall result in termination of this Agreement and its benefits prospectively, in accordance with Section 4.4 hereof.

ARTICLE III

COMMENCEMENT AND COMPLETION OF THE PROJECT

Section 3.1 The Project. The Sponsors have acquired, constructed and/or installed or made plans for the acquisition, lease, construction, expansion and/or installation of certain land, buildings, improvements, fixtures, machinery and equipment which comprise the Project.

Pursuant to the Act, the Sponsors and the County hereby agree that the property comprising the Project shall be Economic Development Property as defined under the Act. 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, and provided that

the Sponsors may lose the benefit of the Fee Agreement as amended by this Amended Fee Agreement if they do not meet the Required Minimum Investment.

Section 3.2 Diligent Completion. The Sponsors agree to use their 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 December 31, 2018. Anything contained in this Agreement to the contrary notwithstanding, the Sponsors shall not be obligated to complete the acquisition of the Project in the event that they pay all amounts due under the terms of the Fee Agreement as amended by this Amended Fee Agreement, and provided that the Sponsors may lose the benefit of the Fee Agreement as amended by this Amended Fee Agreement if they do not complete the Project.

Section 3.3. Filings

(a) On or before May 1 of each year up to and including the May 1 immediately following the preceding December 31 of the year in which the completion of the Project has occurred, including an extension of the Investment Period if granted by the County, the Sponsors shall provide the Oconee County Auditor, Treasurer, and Assessor with a list of all Project property as was placed in service during the year ended as of the prior December 31.

(b) The Sponsors shall deliver to the Oconee County Auditor, Treasurer and Assessor copies of all annual filings made with the Department with respect to the Project during the term of this Agreement, not later than thirty (30) days following delivery thereof to the Department.

(c) The Sponsors shall cause a copy of this Agreement to be filed with the Oconee County Auditor, Oconee County Treasurer, Oconee County Assessor and the Department within thirty (30) days after the date of execution and delivery hereof.

(d) The Sponsors shall be responsible to the County (i) for filing annual tax reports to the South Carolina Department of Revenue, (ii) for computing the fee in lieu of tax owed to the County for the Economic Development Property and (iii) for paying the fee in lieu of tax and any other amounts due hereunder to the County.

ARTICLE IV

PAYMENTS IN LIEU OF TAXES

Section 4.1 Negotiated Payments. Pursuant to Section 12-44-50 of the Act, the Sponsors are required to make payments in lieu of ad valorem taxes to the County with respect to the Project.

Inasmuch as the Sponsors anticipate the Project will involve an initial investment of sufficient sums to qualify to enter into a fee in lieu of tax arrangement under Section 12-44-50(A)(1) of the Act, and to meet the Required Minimum Investment, the County and the Sponsors have negotiated the amount of the payments in lieu of taxes in accordance therewith. In accordance therewith, the Company shall make payments in lieu of ad valorem taxes on all real and personal property which comprises the Project and is placed in service, as follows: the Sponsors shall make payments in lieu of ad valorem taxes with respect to each Phase of the Project placed in service on or before each December 31 through December 31, 2018, or up to December 31, 2023, if an extension of time to complete the Project is subsequently granted by the County in its discretion pursuant to Section 12-44-30(13) of the Act, said payments to be made annually 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 equal annual payments in lieu of taxes 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 19 years using original income tax basis for State income tax purposes for any real property (provided, if real property is constructed for the fee or is purchased in an arms length transaction, fair market value is deemed to equal the original income tax basis, otherwise, the Department of Revenue and Taxation 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 and Sponsors for any personal property as determined in accordance with Title 12 of the Code, as amended and in effect on December 31 of the year in which each Phase becomes subject to the Fee Agreement as amended by the Amended 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 as amended by the Amended Fee Agreement.
- Step 2:** Apply an assessment ratio of six percent (6%) 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 nineteen years thereafter or such longer period of years that the annual fee payment is permitted to be made by the Company under the Act, as amended, if the County approves, in writing, the use of such longer period created by any such amendment.
- Step 3:** Multiply the taxable values, from Step 2, by the cumulative, combined millage rate in effect for the Project site on June 30, 2013, which the parties believe to be 213.0 mils (which millage rate shall remain fixed for the term of the Fee Agreement as amended by this Amended Fee Agreement), to determine the amount of the payments in lieu of taxes which would be due in each of the twenty years listed on the payment dates prescribed by the County for such payments, or such longer period of years that the County may subsequently agree, in writing, that the annual fee payment is permitted to be made by the Company under the Act, as amended.

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 payment in lieu of taxes 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 level described in this Agreement for the investment in the Project without the express, written consent of the County.

In the event that the Act and/or the above-described payments in lieu of taxes 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 Sponsors with the benefits to be derived herefrom, it being the intention of the County to offer the Sponsors a strong inducement to locate the Project in the County. If the Project is deemed to be subject to ad valorem taxation, the payment in lieu of ad valorem taxes to be paid to the County by the Sponsors 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 Sponsors 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 Sponsors, with respect to a year or years for which payments in lieu of ad valorem taxes have been previously remitted by the Sponsors to the County hereunder, shall be reduced by the actual amount of payments in lieu of ad valorem taxes already made by the Sponsors with respect to the Project pursuant to the terms hereof.

Section 4.2 Failure to Make Required Minimum Investment. Notwithstanding any other provision of this Agreement to the contrary, in the event that investment (within the meaning of the Act) in the Project has not exceeded \$5,000,000 in non-exempt (subject to the fee) investment, as required under Section 12-44-30 (13) of the Act by December 31, 2018, then, unless otherwise agreed to by the County, beginning with the payment due in 2019, the payment in lieu of ad valorem taxes to be paid to the County by the Sponsors 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 items of property comprising the Project were not Economic Development Property, but with appropriate reductions equivalent to all tax exemptions which would be afforded to the Sponsors in such a case, and the Investment Period will be terminated at that point. In addition to the foregoing, the Sponsors 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 through and including 2019 using the calculations described in this Section, over, (ii) the total amount of payments in lieu of ad valorem taxes actually made by the Sponsors with respect to the Project through and including 2019. Any amounts determined owing pursuant to the foregoing sentence shall be subject to interest as provided under State law for non-payment of ad valorem taxes.

Section 4.3 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 to Section 12-44-60 of the Act or any successor provision, 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 Sponsors 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 twenty (20) (or, if greater, pursuant to subsequent written agreement with the County, the maximum number of years for which the annual fee payments are available to the Sponsors for each portion of the Project under the Act, as amended) 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 Sponsors with respect to the Excess Value shall be equal to the

payment that would be due if the property were not Economic Development Property.

Section 4.4 Reductions in Payments of Taxes Upon Removal, Condemnation or Casualty. In the event of a Diminution in Value of any Phase of the Project, the payment in lieu of taxes with regard to that Phase of the Project subject to the provisions of the Act, 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, always, however, and notwithstanding any other provision of this Agreement, that if at any time subsequent to December 31, 2018, 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 \$5,000,000 in taxable (fee-in-lieu of tax) investment then, beginning with the first payment thereafter due hereunder and continuing until the end of the Fee Term, the Company shall make payments for the Project equal to the payments which would be due if the Project property were not Economic Development Property.

Section 4.5 Place and Allocation of Payments in Lieu of Taxes. The Sponsors shall make the above-described payments in lieu of taxes directly to the County in accordance with applicable law as to time, place, method of payment, and penalties and enforcement of collection.

Section 4.6 Removal of Equipment. Provided that no Event of Default shall have occurred and be continuing under the Fee Agreement as amended by this Amended Fee Agreement, and subject to Section 4.4, hereof, the Sponsors shall be entitled 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 the Fee Agreement as amended by this Amended Fee Agreement:

(a) components or Phases which become subject to statutory payments in lieu of ad valorem taxes;

(b) components or Phases of the Project or portions thereof which each of the Sponsors, in their sole discretion, determine to be inadequate, obsolete, uneconomic, worn-out, damaged, unsuitable, undesirable or unnecessary; or (c) components or Phases of the Project or portions thereof which each of the Sponsors, in their sole discretion, elect to remove pursuant to Section 4.7(c) or Section 4.8(b)(iii) hereof. The Sponsors shall provide annual written notice to the County of the Removed Components in conjunction with the filing of the PT300 property tax form.

Section 4.7 Damage or Destruction of Project.

(a) Election to Terminate. In the event the Project is damaged by fire, explosion, or any other casualty, the Sponsors 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 Sponsors do not elect to terminate this Agreement, the Sponsors 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 Sponsors, subject to the provisions of Section 4.4, hereof. Subject to the terms and provisions of the Act, 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 Sponsors to the County under Section 4.1 hereof.

(c) Election to Remove. In the event the Sponsors elect 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.

Section 4.8 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 Sponsors shall have the option to terminate the Fee Agreement as amended by this Amended 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, and subject to Section 4.4, hereof, the Sponsors may elect: (i) to terminate the Fee Agreement as amended by this Amended Fee Agreement; (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 (iii) to treat the portions of the Project so taken as Removed Components.

ARTICLE V

MISCELLANEOUS

Section 5.1 Maintenance of Existence. Each of the Sponsors agree (i) that it shall not take any action which will materially impair the maintenance of its company existence and (ii) that

they will maintain their respective companies' existence and good standing under all applicable provisions of State law. Provided, however, the Company or any of the Sponsors may merge with or be acquired by another company so long as the surviving company has a net asset value equal to or greater than that of the company that is a Sponsor herein.

Section 5.2 Indemnification Covenants; Fees and Expenses of County.

(a) The Sponsors agree jointly and severally to indemnify and save the County, its members, employees, officers, and agents (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, except such claims as may arise from the failure of the representations made by the County pursuant to Sections 2.1(a) and 2.1(c). The Sponsors shall jointly and severally indemnify and save 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; the Sponsors shall jointly and severally defend them in any such action, prosecution or proceeding with counsel reasonably agreeable to the County.

(b) The Sponsors further agree, jointly and severally, to pay all reasonable and necessary expenses incurred by the County with respect to the preparation and delivery, and administration of this Agreement, including but not limited to attorneys fees and expenses.

Section 5.3 Confidentiality/Limitation on Access to Project. The County acknowledges and understands that the Sponsors utilize confidential and proprietary "state of the art" equipment and techniques and that any disclosure of any information relating to such equipment or techniques, including but not limited to disclosures of financial or other information concerning the Sponsors'

operations could result in substantial harm to the Sponsors and could thereby have a significant detrimental impact on the Sponsors' employees and also upon the County. Therefore, the County agrees that, except as required by law and pursuant to the County's police powers or exercise of sovereignty, neither the County nor any employee, agent or contractor of the County: (i) shall request or be entitled to receive any such confidential or proprietary information; (ii) shall request or be entitled to inspect the Project, the Facility or any property associated therewith; provided, however, that if an Event of Default shall have occurred and be continuing hereunder, the County shall be entitled to inspect the Project provided they shall comply with the remaining provisions of this Section; or the County (iii) shall use its best, good faith efforts to not knowingly and intentionally disclose or otherwise divulge any such confidential or proprietary information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by State law. Notwithstanding the expectation that the County will not have any confidential or proprietary information of the Company, if the Company does provide such information to the County, if the Sponsors will clearly and conspicuously mark such information as "Confidential" or "Proprietary", or both, then, in that event, prior to disclosing any such clearly marked confidential or proprietary information or allowing inspections of the Project, the Facility or any property associated therewith, the Sponsors may require the execution of reasonable, individual, confidentiality and non-disclosure agreements by any officers, employees or agents of the County or any supporting or cooperating governmental agencies who would gather, receive or review such information or conduct or review the results of any inspections. Notwithstanding the above, the Sponsors agree:

- (i) to maintain complete books and records accounting for the acquisition, financing, construction and operation of the Project. Such books and records shall permit ready identification of the components of the Project;
- (ii) confirm the dates on which each portions of the Project are placed in service; and
- (iii) include copies of all filings made by the Sponsors with the Oconee County Auditor or the Department with respect to property placed in service as part of the Project.

Notwithstanding anything herein to the contrary, however, nothing in this Agreement shall be construed as limiting, in any regard, the exercise of its governmental sovereignty and police power by the County.

Section 5.4 Assignment and Subletting. The Fee Agreement and this Amended Fee Agreement may be assigned in whole or in part and the Project may be subleased as a whole or in part by the Sponsors with the prior consent of the County, which consent will not unreasonably be withheld, so long as such assignment or sublease is made in compliance with Section 12-44-120 of the Act.

Section 5.5 Events of Default. The following shall be "Events of Default" under this Amended Fee Agreement, and the term "Events of Default" shall mean, whenever used with reference to this Amended Fee Agreement, any one or more of the following occurrences:

- (a) Failure by the Sponsors to pay any other amounts due hereunder or to make, upon levy, the payments in lieu of taxes described in Section 4.1 hereof; provided, however, that the Sponsors shall be entitled to all redemption rights granted by applicable statutes; or

(b) Failure by the Sponsors to pay any other amounts to the County due hereunder or to perform any of the material terms, conditions, obligations or covenants of the Sponsors hereunder, other than those already noted in this Section 5.5 which failure shall continue for a period of ninety (90) days after written notice from the County to the Sponsors 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.

(c) The Sponsors shall file a voluntary petition seeking an order for relief in bankruptcy, or shall be adjudicated insolvent, or shall file any petition or answer or commence a case seeking any reorganization, composition, readjustment, liquidation or similar order for relief or relief for itself under any present or future statute, law or regulation, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of either of the Sponsors or of the Project, or shall make any general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due.

Section 5.6 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 and/or the Amended Fee Agreement; 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 Sponsors under the Fee Agreement as amended by this Amended Fee Agreement, including, without limitation, those actions previously specified in this Agreement.

In addition to all other remedies herein provided, the nonpayment of payments in lieu of taxes herein 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, without limitation, Title 12, Chapter 49, of the South Carolina Code) relating to the enforced collection of ad valorem taxes to collect any payments in lieu of taxes due hereunder.

Section 5.7 Remedies Not Exclusive. No remedy conferred upon or reserved to the County under this Amended 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 Sponsors is not competent to waive.

Section 5.8 Reimbursement of Legal Fees and Expenses. The Sponsors agree to reimburse or otherwise pay, on behalf of the County, any and all reasonable expenses not hereinbefore mentioned incurred by the County in connection with the Project. Further if the Sponsors shall default under any of the provisions of this Amended Fee Agreement or the Fee Agreement and the County 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

WITH A COPY TO:

J. Wesley Crum, III P.A.
233 North Main Street, Suite 200F
Greenville, South Carolina 29601
Attention: J. Wesley Crum III, Esquire

Section 5.11 Binding Effect. This Amended 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 Amended 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 5.12 Counterparts. This Amended 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 5.13 Governing Law. This Amended Fee Agreement and all documents executed in connection herewith shall be construed in accordance with and governed by the laws of the State.

Section 5.14 Headings. The headings of the articles and sections of this Amended Fee Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Amended Fee Agreement.

Section 5.15 Amendments. The provisions of this Amended Fee Agreement may only be modified or amended in writing by any agreement or agreements entered into between the parties.

Section 5.16 Further Assurance. From time to time, and at the sole expense of the Sponsors, the County agrees to execute and deliver to the Sponsors such additional instruments as the Sponsors may reasonably request to effectuate the purposes of this Amended Fee Agreement.

Section 5.17 Severability. If any provision of this Amended 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 Sponsors with the maximum benefits to be derived herefrom, it being the intention of the County to offer the Sponsors a strong inducement to locate the Project in the County.

Section 5.18 Limited Obligation. ANY OBLIGATION OF THE COUNTY CREATED BY OR ARISING OUT OF THE FEE AGREEMENT AS AMENDED BY THIS AMENDED FEE AGREEMENT SHALL BE A LIMITED OBLIGATION OF THE COUNTY, PAYABLE BY THE COUNTY SOLELY FROM THE PROCEEDS DERIVED UNDER THE FEE AGREEMENT AS AMENDED BY THIS AMENDED 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.

Section 5.19 Force Majeure. Except with respect to the timely payment of all fee in lieu of tax payments to the County hereunder and to the extent recognized by the Act, the Sponsors shall not be responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fire, floods, inability to obtain materials, conditions arising from government orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond Sponsors' reasonable control.

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Amended Fee Agreement to be executed in its name and behalf by the County Chairman and to be attested by the Clerk to County Council; and the Sponsors have caused this Amended 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 County Council
Oconee County, South Carolina

ATTEST:

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

ULBRICH PRECISION FLAT WIRE, LLC.

By: _____
Its:

ULBRICH SOLAR WIRE, LLC

By: _____
Its:

PLANT ROAD, LLC

By: _____
Its:

ULBRICH SOLAR TECHNOLOGIES, INC.

By: _____
Its:

EXHIBIT A
LAND DESCRIPTION

Parcel 1

All that certain piece, parcel or tract of land containing 17.65 acres, more or less, lying being and situate at the northeast corner of the intersection of SC Highway 183 and SC Road 37-109, in Oconee County, South Carolina having according to plat entitled "Prepared for American Industrial Partners", by Jimmy H. Turner, RLS, dated May 25, 1998, the following metes and bounds, to-wit:

BEGINNING at a nail and cap at the intersection of SC Highway 183 and SC Road 37-109, and running along the center line of SC Highway 183 N 13-32-23 E 995.93 feet to an iron pin, joint corner of property now or formerly of Z.T. Abbott, Jr.; thence along said property the following courses and distances: S 52-30-33 E 108.01 feet to an iron pin; thence S 45-13-00 E 194.75 feet to an iron pin; thence S 40-44-16 E 186.69 feet to an iron pin; thence S 32-07-26 E 167.94 feet to an iron pin; thence S 41-48-46 E 90.65 feet to an iron pin; joint corner of property now or formerly of Marett Oleta, as Trustee; thence along said property the following courses and distances: S 45-03-00 E 115.68 feet to an iron pin; thence S 27-17-04 E 685.27 feet to an iron pin; thence S 14-21-49 W 192.88 feet to a nail and cap in the center of SC Road 37-109; thence along the center of said road the following courses and distances: N 65-49-47 W 804.94 feet to a nail and cap; thence N 68-38-22 W 367.71 feet to a nail and cap; the POINT OF BEGINNING.

Parcel 2

All that certain piece, parcel or lot of land, lying and being situate in the State of South Carolina, County of Oconee, in the Tugaloo Township, at the southeastern intersection of South Carolina Highway 183 and S37-109, containing five and twenty-seven one hundredths (5.27) acres, more or less, as shown and more fully described on a plat hereof by Wayne R. Garland, RLS, d/b/a Landmark Surveys, dated March 21, 1979 and recorded in Plat Book P-44, page 221 records of Oconee County, South Carolina.

STATE OF SOUTH CAROLINA
OCONEE COUNTY
ORDINANCE 2015-30

AN ORDINANCE DIRECTING THAT THE IMPLEMENTATION OF REAL PROPERTY REASSESSMENT IN OCONEE COUNTY BE DELAYED FOR ONE (1) YEAR, AS AUTHORIZED BY STATUTE; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Section 12-43-217(A), South Carolina Code, 1976, as amended (the “Code”), requires that, notwithstanding any other provision of law, once every fifth year, each county within the State of South Carolina (the “State”) shall appraise and equalize those properties under its jurisdiction, and that such property evaluation must be complete at the end of December of the fourth year and the county must notify every taxpayer of any change in value or classification if the change is one thousand dollars or more, and requires that in the fifth year, the county shall implement the program and assess all property on the newly appraised value; and,

WHEREAS, Section 12-43-217(B) of the Code indicates that a county by ordinance may postpone, for not more than one (1) property tax year, the implementation of revised values resulting from the equalization program provided pursuant to subsection (A) of such Section 12-43-217 of the Code (“Section 12-43-217”), and that the postponement ordinance will apply to all revised values, including values for state appraised property, and that the postponement allowed by such subsection will not affect the schedule of the appraisal and equalization program required pursuant to subsection (A) of such Section 12-43-217; and,

WHEREAS, Oconee County, South Carolina (the “County”), a body politic and corporate and a political subdivision of the State of South Carolina, pursuant to and in accordance with such Section 12-43-217, is in the process of completing the requirements of subsection (A) of such Section 12-43-217, such that the property valuation required by that subsection will be complete or substantially complete by the end of December, 2015, and implemented no later than property tax year 2017; and

WHEREAS, the County, acting by and through its County Council (the “County Council”), desires to postpone the implementation of revised values resulting from such equalization program, in order to ensure that all values compiled as a result of the reassessment are as complete and accurate as possible:

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

1. Oconee County, South Carolina acting by and through its County Council, and pursuant to Section 12-43-217 (B), South Carolina Code, 1976, as amended, hereby directs that the implementation of revised values resulting from the equalization program provided pursuant to subsection (A) of such Section 12-43-217, shall be postponed in the County for one (1) property tax year. The County Council further directs that such postponement shall apply to all revised values,

including values for state appraised property. The County Council further directs that the postponement provided by this Ordinance shall not affect the schedule of the appraisal and equalization program otherwise required pursuant to subsection (A) of such Section 12-43-217.

2. All orders and resolutions in conflict herewith are, to the extent of such conflict only, repealed and rescinded.

3. Should any part or portion of ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such finding shall not affect the remainder hereof, all of which is hereby deemed separable.

4. This ordinance shall take effect and be in force from and after third reading and public hearing.

Ordained this 20th day of October, 2015, in meeting duly assembled.

OCONEE COUNTY, SOUTH CAROLINA

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

ATTEST:

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

First Reading: September 15, 2015 [title only]
Second Reading: October 6, 2015
Public Hearing: October 20, 2015
Third Reading: October 20, 2015

ORDINANCE 2015-31

AUTHORIZING THE ISSUANCE AND SALE OF NOT EXCEEDING \$900,000 GENERAL OBLIGATION BONDS, SERIES 2015, OF OCONEE COUNTY, SOUTH CAROLINA; FIXING THE FORM AND DETAILS OF THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS; AUTHORIZING THE CHAIRMAN OF COUNTY COUNCIL OR COUNTY ADMINISTRATOR TO DETERMINE CERTAIN MATTERS RELATING TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS; THE DISPOSITION OF THE PROCEEDS OF THE BONDS; AND OTHER MATTERS RELATING THERETO.

Enacted: October 20, 2015

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

SECTION 1. Definitions. Unless the context shall clearly indicate some other meaning, the terms defined in this Section shall have, for all purposes of this Ordinance and of any ordinance, resolution, certificate, opinion, instrument or other document herein or therein mentioned, the meanings hereinafter specified, with the definitions equally applicable to both the singular and plural forms and *vice versa*. The term:

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

“**Bond Act**” shall mean Title 4, Chapter 15, Code of Laws of South Carolina 1976 (being The County Bond Act), as amended from time to time.

“**Books of Registry**” shall mean the registration books maintained by the Registrar in accordance with Section 6 hereof.

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

“**County**” shall mean Oconee County, South Carolina.

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

“**Government Obligations**” shall mean, to the extent permitted by Section 6-5-10 of the South Carolina Code or any other authorization relating to the investment of funds by the County, any of the following: (1) cash; (2) United States Treasury Obligations – State and Local Government Series; (3) United States Treasury bills, notes, bonds or zero coupon treasury bonds all as traded on the open market; (4) direct obligations of the U.S. Treasury which have been stripped by the Treasury itself, including CATS TIGRS and similar securities; (5) obligations of any agencies or instrumentalities which are backed by the full faith and credit of the United States of America; (6) bonds or debentures issued by any Federal Home Loan Bank or consolidated bonds or debentures issued by the Federal Home Loan Bank Board; (7) obligations of the Federal National Mortgage Association; (8) (i) general obligations of the State or any of its political units; or (ii) revenue obligations of the State or its political units, if at the time of investment, the obligor has a long term, unenhanced, unsecured debt rating in one of the top two ratings categories, without regard to a refinement or gradation of rating category by numerical modifier or otherwise, issued by at least two nationally recognized credit rating agencies; or (9) any legally permissible combination of any of the foregoing. Government Obligations must be redeemable only at the option of the holder thereof.

“**Interest Payment Date**” shall mean the date or dates as determined by the Chairman of County Council or the County Administrator.

“**Ordinance**” shall mean this Ordinance.

“**Paying Agent**” shall mean the County Treasurer or a bank appointed as paying agent pursuant to this Ordinance.

“**Projects**” shall mean all or part of any one or more of the following: (a) acquisition of approximately 58 acres of land on State Highway 123 upon which will be constructed facilities to host agricultural shows, heritage fairs, a farmers’ market and other agricultural activities; (b) constructing and equipping a new emergency services facility on Keowee School Road, including acquisition of real

property on which such facility will be located; and (c) constructing and equipping a new maintenance/shop building to be located in South Cove County Park.

“Purchaser” shall mean the initial purchaser of the Series 2015 Bonds.

“Registrar” shall mean the County Treasurer or a bank appointed as registrar pursuant to this Ordinance.

“Series 2015 Bonds” shall mean the not exceeding \$900,000 General Obligation Bonds, Series 2015, of the County authorized to be issued pursuant to this Ordinance.

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

“State” shall mean the State of South Carolina.

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

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

(b) Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended (the “Constitution”), provides that each county shall have the power to incur bonded indebtedness in such manner and upon such terms and conditions as the General Assembly shall prescribe by general law. Such general obligation debt may be incurred only for a purpose which is a public purpose and which is a corporate purpose in an amount not exceeding eight percent (8%) of the assessed value of all taxable property of such county.

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

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

(e) The assessed value of all the taxable property in the County established by the last completed assessment thereof is not less than \$521,294,691. Eight percent of such sum is \$41,703,575. As of the date hereof, the outstanding general obligation debt of the County subject to the limitations imposed by Article X, Section 14(7)(a) of the Constitution is \$14,365,000, representing the outstanding principal balances of the following general obligation bonds of the County:

(i) \$5,300,000 original principal amount General Obligation Refunding Bonds, Series 2010, dated September 2, 2010, currently outstanding in the principal amount of \$1,360,000;

(ii) \$17,000,000 original principal amount General Obligation Bonds, Series 2011, dated June 16, 2011, currently outstanding in the principal amount of \$10,690,000; and

(iii) \$2,600,000 original principal amount General Obligation Bonds, Taxable Series 2013, dated June 20, 2013, currently outstanding in the principal amount of \$2,315,000.

Thus, the County may incur not exceeding \$27,338,575 of general obligation debt within its applicable constitutional debt limitation.

(f) The proceeds of the Series 2015 Bonds authorized by this Ordinance shall be used to defray a portion of the costs of the Projects and to pay costs of issuance of the Series 2015 Bonds. The Projects are necessary and in the best interest of the County. The issuance of the Series 2015 Bonds authorized by this Ordinance for such purpose is necessary, and such Series 2015 Bonds will be issued for a corporate purpose and a public purpose of the County.

(g) It is now in the best interest of the County to provide for the issuance and sale of not exceeding \$900,000 aggregate principal amount Series 2015 Bonds of the County to provide funds to defray all or a portion of the costs of the Projects and to pay costs of issuance of the Series 2015 Bonds.

SECTION 3. Authorization of Series 2015 Bonds. Pursuant to the aforesaid provisions of the Constitution and the Bond Act, there is hereby authorized to be issued not exceeding \$900,000 General Obligation Bonds of the County (the "Series 2015 Bonds"), the proceeds of which will be used to defray all or a portion of the costs of the Projects and other costs incidental thereto, including any engineering, architectural, financial and legal fees relating thereto and other incidental costs of issuing the Series 2015 Bonds.

The Series 2015 Bonds shall be designated "\$ (principal amount issued) General Obligation Bonds, Series 2015, of Oconee County, South Carolina" with such additional descriptive terms as may be necessary.

The Series 2015 Bonds shall be issued in fully registered form; shall be registered as to principal and interest in the name of the Purchaser; shall be dated as of the date of their delivery or such other date as the Chairman of County Council or County Administrator determines; shall bear interest at the rate or rates determined by the Chairman of County Council or the County Administrator at the time of the sale thereof; may be issued as a single bond in the denomination of not exceeding \$900,000 or as a series of bonds in the respective principal amounts maturing each year; and shall mature within one year of its date of issuance and in the principal amount as determined by the Chairman of County Council or the County Administrator pursuant to Section 5 hereof.

Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months, unless otherwise agreed upon by the Chairman of County Council or the County Administrator and the Purchaser of the Series 2015 Bonds.

Both the principal of and interest on the Series 2015 Bonds shall be payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts.

SECTION 4. Redemption Provisions. The Series 2015 Bonds may be subject to redemption prior to maturity at such time or times and upon such terms and conditions as the Chairman of County Council or the County Administrator and the Purchaser agree upon.

SECTION 5. Authority to Determine Certain Matters. The County Council hereby authorizes the County Administrator the authority to offer the Series 2015 Bonds for sale at such date and time and in such manner as he may determine. The County Council hereby further authorizes the Chairman of County

Council or the County Administrator the authority to:

- (a) determine the original issue date of the Series 2015 Bonds;
- (b) determine the aggregate principal amount of the Series 2015 Bonds to be issued if less than authorized by this Ordinance;
- (c) determine the maturity date and principal amount maturing on such date, provided the Series 2015 Bonds shall mature within one year of its date of issue;
- (d) determine whether the Series 2015 Bonds will be subject to optional redemption prior to maturity and, if so, the terms and conditions of redemption;
- (e) designate the Paying Agent and Registrar for the Series 2015 Bonds;
- (f) receive bids for the Series 2015 Bonds on behalf of the County and award the sale of the Series 2015 Bonds to the lowest bidder therefor in accordance with the terms of the Notice of Sale for the Series 2015 Bonds;
- (g) determine whether the Series 2015 Bonds will be issued on a taxable or federal tax-exempt basis;
- (h) determine whether to publish a notice of the adoption of this Ordinance as provided in Section 11-27-40(8) of the South Carolina Code; and
- (i) approve any other matters necessary to effect the issuance of the Series 2015 Bonds.

After the sale of the Series 2015 Bonds, the Chairman of County Council or the County Administrator shall submit a written report to the County Council setting forth the results of the sale of the Series 2015 Bonds.

SECTION 6. Registration of the Series 2015 Bonds. The Series 2015 Bonds shall be registered in the name of the Purchaser thereof, as the registered owner, at the office of the Treasurer of Oconee County or at the office of a bank designated by the Purchaser and approved by the Chairman of County Council or the County Administrator on the Books of Registry to be kept for that purpose, and such registration shall be noted on the registration attached to the Series 2015 Bonds, after which no transfer of such Series 2015 Bonds shall be effective unless made on such Books of Registry by the registered owner in person or its duly authorized legal representative and similarly noted on the Series 2015 Bonds.

With the consent of the Purchaser of the Series 2015 Bonds, and notwithstanding any provision to the contrary contained in this Ordinance or in the Series 2015 Bonds, the Series 2015 Bonds may be sold or transferred by the Purchaser thereof only to purchasers ("Qualified Investors") who execute an investment letter delivered to the County, in form satisfactory to the County (the "Investment Letter"), containing certain representations, warranties and covenants as to the suitability of such purchasers to purchase and hold the Series 2015 Bonds. Such restrictions shall be set forth on the face of the Series 2015 Bonds and shall be complied with by each transferee of the Series 2015 Bonds.

SECTION 7. Execution of Series 2015 Bonds. The Series 2015 Bonds shall be executed in the name of the County with the manual or facsimile signature of the Chairman of County Council (or in his absence the Vice Chairman), attested by the manual or facsimile signature of the Clerk to the County Council under the seal of the County to be impressed or affixed thereon.

SECTION 8. Form of Series 2015 Bonds. The Series 2015 Bonds and the provisions for registration to be endorsed thereon shall be in substantially the following form:

[Remainder of page intentionally left blank]

(FORM OF BOND)

THIS BOND MAY BE SOLD OR TRANSFERRED IN WHOLE OR IN PART ONLY TO A PURCHASER OR TRANSFEREE CONSTITUTING A QUALIFIED INVESTOR (AS SUCH TERM IS DEFINED IN THE HEREAFTER DEFINED ORDINANCE UNDER WHICH THIS BOND IS ISSUED), AND ONLY UPON SUCH QUALIFIED INVESTOR DELIVERING TO THE COUNTY AN INVESTMENT LETTER IN THE FORM REQUIRED UNDER THE ORDINANCE.

UNITED STATES OF AMERICA
STATE OF SOUTH CAROLINA
OCONEE COUNTY
GENERAL OBLIGATION BOND, [TAXABLE] SERIES 2015

R- _____ \$ _____

KNOW ALL MEN BY THESE PRESENTS, that Oconee County, South Carolina (the "County"), is justly indebted and, for value received, hereby promises to pay to _____, in _____ (the "Bank"), its successors or registered assigns, the principal amount of \$ _____ together with interest on the unpaid principal balance hereof at the rate of ____% per annum. The principal of and interest (calculated on the basis of a 360-day year comprised of twelve 30-day months) on this Bond is payable on _____, 2016.

Both the principal of and interest on this Bond are payable at the office of the County Treasurer in Oconee, South Carolina, without presentation and surrender of this Bond in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts; provided, however, the Purchaser agrees to surrender this Bond before or within a reasonable time after its final maturity.

This Bond is issued pursuant to and in accordance with the Constitution and laws of the State of South Carolina, including Article X, Section 14, of the Constitution of the State of South Carolina, 1895, as amended; Title 4, Chapter 15, Code of Laws of South Carolina 1976, as amended; Title 11, Chapter 27, Code of Laws of South Carolina, 1976, as amended; and Ordinance No. 2015-31 duly enacted on October 20, 2015, by the County Council of the County.

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

This Bond is not subject to redemption prior to its maturity.

This Bond is transferable as provided in the Ordinance, only upon the registration books of the County kept for that purpose at the office of the County Treasurer, as Registrar, in Oconee, South

Carolina, by the registered holder in person or by his duly authorized attorney upon surrender of this Bond together with a written instrument of transfer reasonably satisfactory to the Registrar duly executed by the registered holder or his duly authorized attorney. Thereupon a new fully registered Bond or Bonds in the same aggregate principal amount, interest rate, and maturity date shall be issued to the transferee in exchange therefor as provided in the Ordinance. The County, the Registrar and the Paying Agent may deem and treat the person in whose name this Bond is registered as the absolute owner thereof for the purpose of receiving payment of or on account of the principal hereof and interest due hereon and for all other purposes.

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

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

IN WITNESS WHEREOF, Oconee County, South Carolina, has caused this Bond to be signed with the [manual or facsimile] signature of the Chairman of County Council, attested by the [manual or facsimile] signature of the Clerk of the County under the corporate seal of the County impressed, imprinted or reproduced hereon and this Bond to be dated the ____ day of _____, 2015.

OCONEE COUNTY, SOUTH CAROLINA

(SEAL)

Chairman of County Council

ATTEST:

Clerk to County Council

REGISTRATION

This Bond has been registered in the name of _____ in _____, on the registration books kept by the Treasurer of Oconee County, South Carolina.

Dated this ____ day of _____, 2015.

Treasurer of Oconee County,
South Carolina

SECTION 9. Sale of Series 2015 Bonds; Form of Notice of Sale. The Series 2015 Bonds shall be sold pursuant to a Notice of Sale in substantially the form set forth below which shall be distributed to prospective bidders as determined by the County Administrator:

NOTICE OF SALE

\$ _____ GENERAL OBLIGATION BONDS, [TAXABLE] SERIES 2015
OF OCONEE COUNTY, SOUTH CAROLINA

[BANK INTEREST DEDUCTION ELIGIBLE]

Bid Date and Time: _____, 2015; __: __.m.

Fax Bids to: 864.638.4246

E-mail bids to: smoulder@oconeesc.com

mburns@mcnair.net

brian.nurick@compassmuni.com

Time and Place of Sale: NOTICE IS HEREBY GIVEN that proposals for the purchase of \$ _____ * General Obligation Bonds, [Taxable] Series 2015 (the "Series 2015 Bonds"), of Oconee County, South Carolina (the "County"), will be received by the County Administrator on behalf of the County in the Council's offices, 415 S. Pine Street, Walhalla, South Carolina, 29691 until __: __.m., South Carolina time, on _____, 2015, at which time such proposals will be publicly opened.

Mailed or Hand-Delivered Proposals: Each hand-delivered proposal should be enclosed in a sealed envelope marked "Proposal for General Obligation Bonds, Series 2015, Oconee County, South Carolina" and should be mailed or hand-delivered to T. Scott Moulder, County Administrator, at the address in the first paragraph hereof.

Facsimile Proposals: The County will accept the facsimile transmission of a manually signed proposal at the risk of the bidder. The County shall not be responsible for the confidentiality of proposals submitted by facsimile transmission. Any delay in receipt of a facsimile proposal and any incompleteness or illegible portions of such proposal are the responsibility of the bidder. Proposals by facsimile should be transmitted to the attention of Scott Moulder, County Administrator, Fax No. 864.638.4246.

E-mail Proposals: E-mail proposals may be e-mailed to the attention of T. Scott Moulder, County Administrator, at smoulder@oconeesc.com with a copy to Michael W. Burns, Esq., Bond Counsel, at mburns@mcnair.net, and a copy to Brian Nurick, Financial Advisor, at brian.nurick@compassmuni.com.

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

The Series 2015 Bonds: The Series 2015 Bonds will be issued in fully registered form; will be registered as to principal and interest in the name of the Purchaser thereof; will be dated as of the date of their delivery or such other date as the Chairman of County Council or County Administrator determine;

will be in the denomination of \$ _____*; will bear interest (calculated on the basis of a 360-day year comprised of twelve 30-day months) payable on _____, 2016; and will mature on _____, 2016.

*Preliminary, subject to adjustment.

Redemption: The Series 2015 Bonds will not be subject to redemption prior to maturity.

Bid Requirements: Bidders shall specify a single fixed rate of interest per annum which Series 2015 Bonds are to bear. For purposes of bid computations, it is assumed the Series 2015 Bonds will be dated _____, 2015. The Series 2015 Bonds are being sold at par. A bid for less than the entire issue, or a bid at a price less than par, will not be considered. It is preferred that a bidder's proposal not be subject to further credit or underwriting approval.

Award of Series 2015 Bonds: The Series 2015 Bonds will be awarded to the bidder offering to purchase the Series 2015 Bonds at the lowest net interest cost (NIC) to the County. In the case of a tie bid, the winning bid will be awarded by lot. The County reserves the right to reject any and all bids or to waive irregularities in any bid. Bids will be accepted or rejected no later than 5:00 p.m., South Carolina time, on the date of the sale. Any fees or charges of the bidder to be paid by the County will be treated as additional interest.

Bid Form: No good faith check is required. It is requested, but not required, that your bid be submitted on the attached bid form.

Security: The Series 2015 Bonds shall constitute binding general obligations of the County, and the full faith, credit and taxing power of the County are hereby irrevocably pledged for the payment of the principal of and interest on the Series 2015 Bonds as they respectively mature, and for the creation of such sinking fund as may be necessary therefor. There shall be levied annually by the Auditor of the County, and collected by the Treasurer of the County, in the same manner as other county taxes are levied and collected, a tax, without limit, on all taxable property in the County sufficient to pay the principal of and interest on the Series 2015 Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

Initiative and Referendum: Section 4-9-1220 of the Code of Laws of South Carolina, 1976, as amended, provides that within 60 days after the enactment of any ordinance authorizing the issuance of general obligation bonds, a petition signed by 15% of the qualified electors of the County may be filed with the Clerk to County Council requesting that the ordinance be repealed. The Ordinance authorizing the Series 2015 Bonds was enacted on October 20, 2015. In the event that such a petition is filed, the County reserves the right to rescind the award of the sale of the Series 2015 Bonds without any liability or damage whatsoever to the County.

Legal Opinion: The County shall furnish upon delivery of the Series 2015 Bonds the final approving opinion of McNair Law Firm, P.A., Greenville, South Carolina, which opinion shall accompany each Series 2015 Bond, together with the usual closing documents, including a certificate that no litigation is pending affecting the Series 2015 Bonds. Certain legal matters will be passed upon for the County by its counsel, Thomas L. Martin, Esq.

[Tax Exemption and Other Tax Matters: The Internal Revenue Code of 1986, as amended (the "Code"), includes provisions that relate to tax-exempt obligations, such as the Series 2015 Bonds, including, among other things, permitted uses and investment of the proceeds of the Series 2015 Bonds and the rebate of certain net arbitrage earnings from the investment of such proceeds to the United States Treasury. Noncompliance with these requirements may result in interest on the Series 2015 Bonds

becoming subject to federal income taxation retroactive to the date of issuance of the Series 2015 Bonds. The County has covenanted to comply with the requirements of the Code to the extent required to maintain the exclusion of interest on the Series 2015 Bonds from gross income for federal tax purposes. Failure of the County to comply with the covenant could cause the interest on the Series 2015 Bonds to be taxable retroactively to the date of issuance.

The Code imposes an alternative minimum tax on a taxpayer's alternative minimum taxable income. Interest on the Series 2015 Bonds is not an item for tax preference for purposes of the individual and corporate alternative minimum tax. However, interest on the Series 2015 Bonds will be includable in the adjusted net book income or adjusted current earnings of a corporation for purposes of computing the alternative minimum tax imposed on corporations.

Purchasers of the Series 2015 Bonds should consult their tax advisors with respect to collateral tax consequences of ownership of the Series 2015 Bonds, such as the calculation of alternative minimum tax, environmental tax or foreign branch profits tax liability, the tax on passive income of S corporations, the inclusion of Social Security or other retirement payments in taxable income, or the portion of interest expense of a financial institution which is allocable to tax-exempt interest.]

[Series 2015 Bonds are "Bank Qualified": The County will designate the Series 2015 Bonds as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code relating to the ability of financial institutions to deduct, from income for federal income tax purposes, interest expense that is allocable to carrying and acquiring tax-exempt obligations.]

South Carolina Taxation: The interest on the Series 2015 Bonds is exempt from all State taxation except estate or other transfer taxes. Section 12-11-20 of the South Carolina Code of Laws 1976, as amended, imposes upon every bank engaged in business in the State a fee or franchise tax computed at the rate of 4-1/2% of the entire net income of such bank. Regulations of the South Carolina Department of Revenue and Taxation require that the term "entire net income" includes income derived from any source whatsoever including interest on obligations of any state and any political subdivision thereof. Interest on the Series 2015 Bonds will be included in such computation.

Investment Letter: If the successful purchaser of the Series 2015 Bonds intends to hold the Series 2015 Bonds in its own account, it will be requested to execute a letter in substantially the form accompanying this Request for Proposals.

Miscellaneous: Bidders are requested to indicate their intentions with respect to subsequent sales or transfers of the Series 2015 Bonds. Bidders are also requested to indicate whether any commitment fee will be required or whether the County will be requested to reimburse the successful bidder for out-of-pocket expenses and counsel fees.

Delivery: The Series 2015 Bonds will be delivered on or about _____, 2015, in Walhalla, South Carolina. The purchase price then due must be paid in federal funds or other immediately available funds. The costs of issuance of the Series 2015 Bonds will be borne by the County.

Additional Information: Bidders may not rely on this Notice of Sale as to the complete information concerning the Series 2015 Bonds. Persons seeking additional information should communicate with:

Scott Moulder, ICMA-CM
Oconee County Administrator
864.638.4244
e-mail: smoulder@oconeesc.com

Ladale V. Price
Oconee County Finance Director
864.638.4235
email: lprice@oconeesc.com

Michael W. Burns, Esq.
McNair Law Firm, P.A.
864.271.4940
email: mburns@mcnair.net

Brian Nurick
Compass Municipal Advisors, LLC
Managing Director
859.368.9616
e-mail: brian.nurick@compassmuni.com

OCONEE COUNTY, SOUTH CAROLINA

Section 10. Notice of Private Sale. Not less than seven (7) days prior to the delivery of the Series 2015 Bonds, notice of intention to sell the Series 2015 Bonds at private sale shall be given by publication in a newspaper of general circulation in the County.

The Notice shall be in substantially the following form:

NOTICE REGARDING SALE OF \$ _____
GENERAL OBLIGATION BONDS
[TAXABLE] SERIES 2015
OCONEE COUNTY, SOUTH CAROLINA

NOTICE IS HEREBY GIVEN that pursuant to the provisions of *S.C. Code § 11-27-40(4)*, the County Council (the "County Council") of Oconee County, South Carolina (the "County"), by Ordinance No. 2015-31 enacted on October 20, 2015, approved the sale of \$ _____ General Obligation Bonds [Taxable] Series 2015 (the "Bonds"), of the County. The Bonds will be sold to _____ at a purchase price of \$ _____; will bear interest at the rate of ___% per annum; will be dated as of the date of its delivery; and will mature on _____, ____.

Oconee County, South Carolina

SECTION 11. Security for Series 2015 Bonds. The full faith, credit and taxing power of the County are hereby irrevocably pledged for the payment of the principal of and interest on the Series 2015 Bonds as they respectively mature, and for the creation of such sinking fund as may be necessary therefor. There shall be levied annually by the Auditor of the County, and collected by the Treasurer of the County, in the same manner as other county taxes are levied and collected, a tax, without limit, on all taxable property in the County sufficient to pay the principal of and interest on the Series 2015 Bond as they respectively mature and to create such sinking fund as may be necessary therefor.

The County Council shall give the Auditor and Treasurer of the County written notice of the delivery of and payment for the Series 2015 Bonds, and they are hereby directed to levy and collect annually, on all taxable property in the County, a tax, without limit, sufficient to pay the principal of and interest on the Series 2015 Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

SECTION 12. Defeasance. The obligations of the County under this Ordinance and the pledges, covenants and agreements of the County herein made or provided for, shall be fully discharged and satisfied as to any portion of the Series 2015 Bonds, and such Series 2015 Bond or Series 2015 Bonds shall no longer be deemed to be outstanding hereunder when:

(a) such Series 2015 Bond or Series 2015 Bonds shall have been purchased by the County and surrendered to the City for cancellation or otherwise surrendered to the County or the Paying Agent and is canceled or subject to cancellation by the County or the Paying Agent; or

(b) payment of the principal of and interest on such Series 2015 Bonds either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for by irrevocably depositing with the Paying Agent in trust and irrevocably setting aside exclusively for such payment, (1) moneys sufficient to make such payment, or (2) Government Obligations maturing as to principal and interest in such amounts and at such times as will ensure the availability of sufficient moneys to make such payment and all necessary and proper fees, compensation and expenses of the Paying Agent. At such time as the Series 2015 Bonds shall no longer be deemed to be outstanding hereunder, such Series 2015 Bonds shall cease to draw interest from the maturity date thereof, and, except for the purposes of any such payment from such moneys or Government Obligations as set forth in (ii) above, shall no longer be secured by or entitled to the benefits of this Ordinance.

SECTION 13. Exemption from State Taxes. Both the principal of and interest on the Series 2015 Bonds shall be exempt, in accordance with the provisions of Section 12-2-50 of the South Carolina Code from all State, county, municipal, school district, and all other taxes or assessments, except estate or other transfer taxes, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise.

SECTION 14. Deposit and Use of Proceeds. The proceeds derived from the sale of the Series 2015 Bonds shall be deposited in a special fund, separate and distinct from all other funds, and applied solely to defray the costs of the Projects.

SECTION 15. Notice of Public Hearing. The County Council hereby ratifies and approves the publication of a notice of public hearing regarding the Series 2015 Bonds and this Ordinance, such notice in the form attached hereto as Exhibit A, having been published in *The Journal*, a newspaper of general circulation in the County, not less than 15 days prior to the date of such public hearing.

SECTION 16. Filings with Central Repository. In compliance with Section 11-1-85 of the South Carolina Code, the County covenants that it will file or cause to be filed with a central repository for further availability in the secondary bond market when requested: (a) a copy of the annual audit of the County within thirty (30) days of the County's receipt thereof; and (b) within thirty (30) days of the occurrence thereof, relevant information of an event which, in the opinion of the County, adversely affects more than five percent (5%) of the County's revenue or its tax base.

SECTION 17. Tax Covenants. To the extent that the Series 2015 Bonds are issued on a federal tax-exempt basis, the County hereby covenants and agrees with the holders of the Series 2015 Bonds that

it will not take any action which will, or fail to take any action which failure will, cause interest on the Series 2015 Bonds and to become includable in the gross income of the bondholders for federal income tax purposes pursuant to the provisions of the Code and regulations promulgated thereunder in effect on the date of original issuance of the Series 2015 Bonds of the proceeds of the Series 2015 Bonds shall be made which, if such use had been reasonably expected on the date of issue of the Series 2015 Bonds would have caused the Series 2015 Bonds to be “arbitrage bonds”, as defined in the United States Internal Revenue Code of 1986 (Section 148 of the “Code”), and to that end the County hereby shall:

- (a) comply with the applicable provisions of Section 103 and Sections 141 through 150 of the Code and any regulations promulgated thereunder so long as the Series 2015 Bonds are outstanding;
- (b) establish such funds, make such calculations and pay such amounts, in the manner and at the times required in order to comply with the requirements of the Code relating to required rebates of certain amounts to the United States; and
- (c) make such reports of such information at the times and places required by the Code.

The County Administrator is hereby authorized to adopt written procedures to ensure the County’s compliance with federal tax matters relating to the Series 2015 Bonds.

SECTION 18. Declaration of Intent to Reimburse Certain Expenditures. To the extent that the Series 2015 Bonds are issued on a federal tax-exempt basis, this Ordinance shall constitute the County’s declaration of official intent pursuant to Regulation §1.150-2 of the Code to reimburse the County from a portion of the proceeds of the Series 2015 Bonds for expenditures it anticipates incurring (the “Expenditures”) with respect to the Projects prior to the execution and delivery of the Series 2015 Bonds. The Expenditures which are reimbursed are limited to Expenditures which are: (a) properly chargeable to a capital account (or would be so chargeable with a proper election or with the application of the definition of placed in service under Regulation §1.150-2 of the Code) under general federal income tax principals; or (2) certain de minimis or preliminary Expenditures satisfying the requirements of Regulation §1.150-2(f) of the Code. The source of funds for the Expenditures with respect to the Expenditures will be the County’s general fund. To be eligible for reimbursement of the Expenditures, the reimbursement allocation must be made not later than 18 months after the later of (a) the date on which the Expenditures were paid; or (b) the date such Projects were placed in service, but in no event more than three (3) years after the original Expenditures.

SECTION 19. Designation of Series 2015 Bonds. To the extent that the Series 2015 Bonds are issued on a federal tax-exempt basis, the County covenants that, in accordance with the provisions of the Code, the Series 2015 Bonds are designated as a “qualified tax-exempt obligation”, as defined in Section 265(b)(3) the Code. The County and all subordinate entities thereof do not anticipate to issue more than \$10,000,000 in tax-exempt bonds or other tax-exempt obligations in 2015 (other than private activity bonds that are not qualified Section 501(c)(3) bonds). The County represents that the sum of all tax-exempt obligations (other than private activity bonds) issued by the County and all subordinate entities thereof during calendar year 2015 is not reasonably expected to exceed \$10,000,000.

SECTION 20. Miscellaneous. The County Council hereby authorizes the Chairman of County Council, the Vice-Chair of County Council, the County Administrator, the Director of Finance, the Clerk to the County Council and County Attorney, to execute such documents and instruments as may be necessary to effect the issuance of the Series 2015 Bonds, or to make any modifications in any documents including but not limited to the form of Series 2015 Bonds or the Notice of Sale. The County Council hereby authorizes the County Administrator to retain the law firm of McNair Law Firm, P.A., as bond counsel in connection with the issuance of the Series 2015 Bonds. The County Council hereby further

authorizes the County Administrator to retain Compass Municipal Advisors, LLC as financial advisor to the County in connection with the issuance of the Series 2015 Bonds.

SECTION 21. Repeal of Conflicting Ordinances. All orders, resolutions, ordinances and parts thereof, procedural or otherwise, in conflict herewith or the proceedings authorizing the issuance of the Series 2015 Bonds are, to the extent of such conflict, hereby repealed, and this Ordinance shall take effect and be in full force from and after its passage and approval.

SECTION 22. Codification. This Ordinance shall be forthwith codified in the Code of County Ordinances in the manner required by law.

SECTION 23. Effective date. The provisions of this Ordinance shall be effective upon its enactment.

[Signature page follows]

Enacted this 20th day of October, 2015.

OCONEE COUNTY, SOUTH CAROLINA

(SEAL)

Chairman, County Council
Oconee County, South Carolina

ATTEST:

Administrator, Oconee County, South Carolina

Clerk to County Council,
Oconee County, South Carolina

Date of First Reading: September 15, 2015
Date of Second Reading: October 6, 2015
Date of Public Hearing: October 20, 2015
Date of Third Reading: October 20, 2015

PUBLIC NOTICE

Notice is hereby given that a public hearing will be held by the County Council of Oconee County, South Carolina (the "County"), during the 6:00 p.m. meeting of Oconee County Council on October 20, 2015, at the Council Chamber of Oconee County Council, 415 South Pine Street, Walhalla, South Carolina.

The purpose of the public hearing is to consider an Ordinance No. 2015-31 authorizing the County to issue not exceeding \$900,000 General Obligation Bonds, Series 2015 (the "Bonds"), the proceeds of which will be applied to defray the cost of one or more of the following projects: (a) constructing and equipping a new Westminster Magistrate building, including acquisition of real property on which such building will be located; (b) constructing and equipping a new fire substation in the Bountyland area, including acquisition of real property on which such substation will be located; and (c) constructing and equipping a new maintenance/shop building to be located in South Cove County Park.

The full faith, credit and taxing power of the County will be pledged for the payment of the principal and interest on the Bonds and there will be levied and collected annually in the same manner other County taxes are levied and collected, a tax, without limit, on all taxable property in the County sufficient to pay the principal and interest of the Bonds as they respectively mature.

At the public hearing all taxpayers and residents of the County and any other interested persons who appear will be given an opportunity to express their views for or against the Ordinance and the issuance of the Bonds.

OCONEE COUNTY COUNCIL, SOUTH CAROLINA

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2015-28**

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

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

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

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

WHEREAS, in accordance with the Act and Chapter 38, Oconee County Council has referred or hereby (upon first reading of this Ordinance) does refer such matters to the Oconee County Planning Commission for their review, particularly regarding the proposed amendment’s compliance with the Oconee County Comprehensive Plan. The Oconee County Planning Commission has, in fact, prior to final adoption of this Ordinance, reviewed the rezoning request and all related documents, including, without limitation, the final, approved design standards for the development of the parcels for which rezoning to a Planned Development District is being requested, and recommendations of the Oconee County Planning staff, and by at least a majority vote affirmed its opinion that the proposed changes are in compliance with the Comprehensive Plan, and has made certain recommendations concerning adoption of the changes by County Council. The Oconee County Council has considered the recommendation of the Oconee County Planning Commission, and the Oconee County Planning Department, including reviewing all of the documents considered by both, held a public hearing, duly noticed and advertised, as required by law, to receive the comments of the public, finds that such comments and recommendations are correct and necessary, and desires to amend Chapter 38 of the Oconee County Code of Ordinances, in certain limited particulars only, based on the original request, the review, comments, and recommendations of the Oconee County Planning Commission, the Oconee County Planning staff, and the public, and the documents considered, and to otherwise ratify and reaffirm Chapter 38 of the Oconee County Code of Ordinances not specifically or by implication amended hereby.

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

1. Chapter 38 of the Oconee County Code of Ordinances is hereby amended, as follows, and in the following details, only:
 - A. The following parcels, listed below, previously zoned in the Residential District (RD), and duly identified on the Official Zoning Map to be in the Control-Free District, are hereby rezoned, and shall be in the Planned Development District (PDD), and shown as such on the Official Zoning Map in the manner depicted in Appendix A of this Ordinance, and developed in accordance with the final, approved design standards attached hereto as Appendix B of

this Ordinance, subject to only such revisions thereto as are consistent with the Act, this Ordinance, the Oconee County Code of Ordinances, and the zoning approved hereby, and as are approved in accordance with the Act. Each parcel, and associated uses and activities conducted thereupon, shall be subject to all standards, limitations, and requirements established for the District in Chapter 38 of the Code and this Ordinance, including, without limitation, Appendix B, hereto.

Parcel (Tax Identification Numbers)

088-00-03-005 099-00-01-034 099-00-01-039 099-00-01-038 099-00-01-037

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

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

OCONEE COUNTY, SOUTH CAROLINA

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

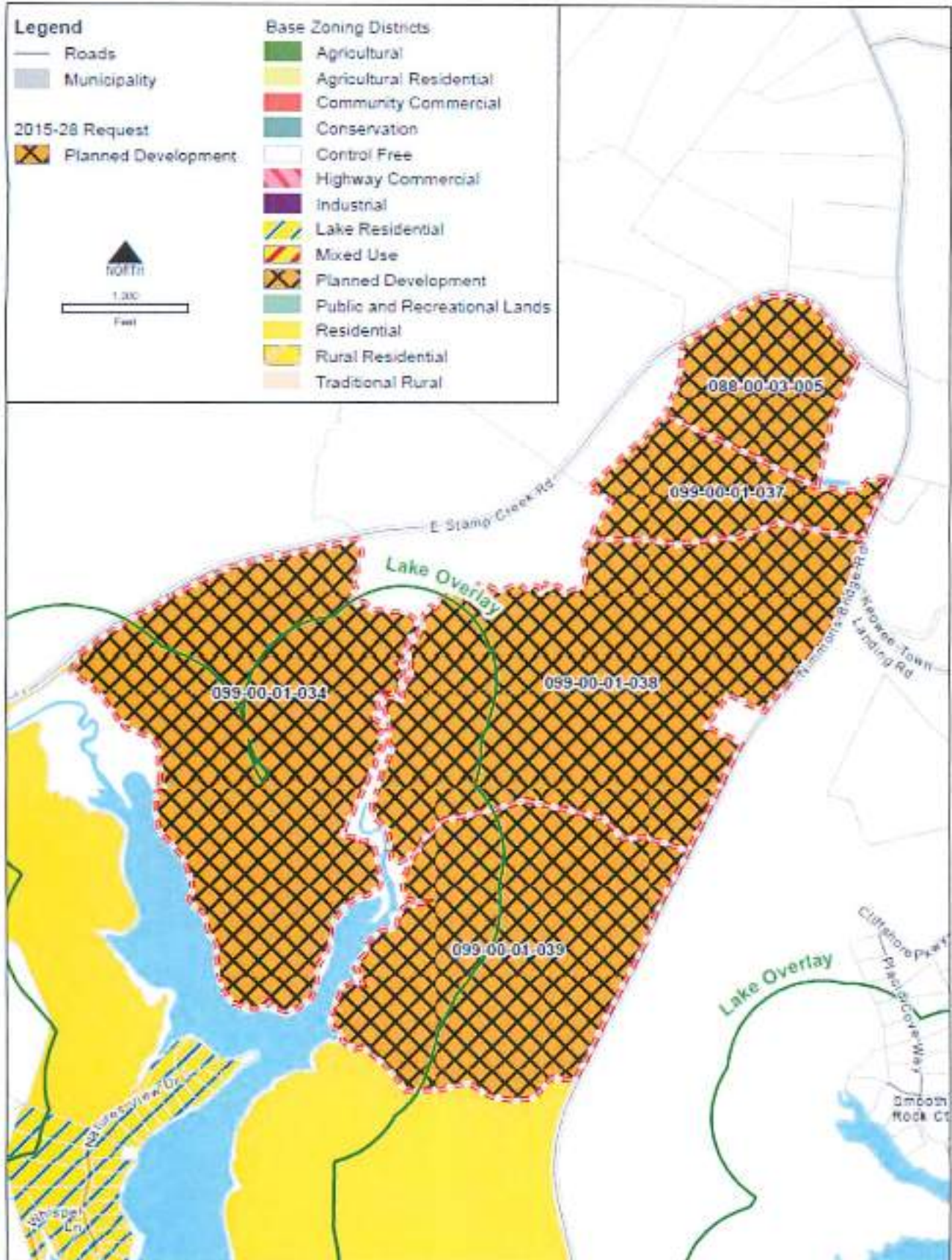
ATTEST:

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

First Reading: October 6, 2015
Second Reading: October 20, 2015
Public Hearing:
Third Reading:

APPENDIX A

Parcels Rezoned by Ordinance 2015-28



**Equus Club & Winery & Lake Keowee Winery
Planned Development District (PDD)**

By the GARDINER GROUP, LLC

THIS DOCUMENT IS THE PROPERTY
OF THE GARDINER GROUP, LLC.
THE REPRODUCTION, COPYING OR
USE OF THIS DOCUMENT WITHOUT
WRITTEN CONSENT IS PROHIBITED
AND ANY INFRINGEMENT WILL BE
SUBJECT TO LEGAL ACTION.

Effective Date: _____, 2015

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Equus Club & Winery & Lake Keowee Winery Planned Development District (PDD)

By the GARDINER GROUP, LLC

Section 1: Introduction

1.1 Purpose and Project Description Overview

The purpose of the Gardiner Group, LLC is to develop a Planned Development District Standards (the "Standards" or "Development Standards") establishing minimum standards for design and construction of land development projects and related infrastructure within the Planned Development District. The Gardiner Group, LLC property is comprised of approximately 437.5 acres and is more particularly described on **Appendix A** "Legal Descriptions" attached hereto. The Standards are intended to protect and promote the general welfare of all residents and members of the PDD who live and visit the Development by providing quality infrastructure and development through:

- Livable neighborhoods with pedestrian oriented design concepts.
- Responsibly managed quality development.
- Incorporating green technologies throughout the development.
- Providing a facility that is inclusive for all members of the community.
- Providing an integrated community of commercial districts and residential neighborhoods.
- Promoting an active living lifestyle and outdoor recreation.

These Standards are being created by the Gardiner Group, LLC, a South Carolina limited liability company, its successors and/or assigns ("Developer") and approved by Oconee County, South Carolina, acting by and through its County Council, as part of the Gardiner Group, LLC Planned Development District (the "Development"), approved by Oconee County Council, to provide the best practical design for site development activities within the Gardiner Group, LLC property and to promote functional and sustainable low impact initiatives.

Project Description Overview - The Gardiner Group, LLC seeks approval to develop 437.5 acres of land currently owned by Crescent Communities, LLC located in Salem, SC. The project goal will be to establish two world-class wine and culinary entities on the property - the Equus Club & Winery Inc. and Lake Keowee Winery, LLC.

The Gardiner Group, LLC is confident that all aspects of the project will align perfectly with the approved Mission Statement and Vision Statement for Oconee County.

Oconee County's Mission: It is the mission of Oconee County to provide our current and future citizens and visitors quality services while protecting our communities, heritage, environment and natural resources, in an ever-changing world.

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

The Equus Club & Winery will be a 501 (C) (7) non-profit member owned social club located on approximately 336 acres. Membership will be capped at 650 members. The mission is to re-establish the wine growing region of Oconee County that the Burklein, Gerber, Kuemmerer, Neal, Riehle, Shuffle, Wieckling, Wanner and Wilson families established in the 1880's. These families were masters in the art of grape growing, and a successful wine making industry sprung up in and around Walhalla. The grape juice from the 20+ acres of vineyards that will be grown on the property will be blended with the finest grapes from the Napa, Sonoma, Lake, Mendocino and Monterrey regions in California to make award winning ultra-premium wine. The Equus Club & Winery has designed a state-of-the-art winery and has assembled an "all-star" team of winemakers to make the best wine in the South.

The Equus Club & Winery will also feature the Equus Culinary Center. The Equus Club culinary staff will be selected from the top graduates of the Culinary Institute of the Carolinas. These professional chefs will take great pride in creating menus that will surprise, astound, and impress the most discriminating foodies. The Equus Club will provide an opportunity for current students of the Culinary Institute of the Carolinas to be "educated" in our kitchen and to develop their skills.

The Equus Wellness Center will feature a fitness area and a resort-style outdoor swimming pool.

The lake cottages on the property will be reserved for members attending our weekend winemaker dinners so they can be secure in knowing they can walk back to their cottage rather than driving home after the evening's festivities. The "Southern Living" style duplex cottages will have two small rooms and an adjoining screened porch for outdoor relaxing. The Equus Equestrian Center will feature a 12-stall horse stable, a 20,000 square foot covered riding arena, approximately 40+ acres of horse pastures and a 10 acre polo field that will be used to host polo events with the proceeds being donated to local charities.

The Equus Sculpture & Botanical Garden will showcase rotating monumental works of art from leading contemporary Southern artists in a landscaped setting.

The Lake Keowee Winery will be a for-profit enterprise that will be marketed as an agritourism destination but also an amenity for the residents of Oconee County. Award-winning winemaker, George Bursick, will serve as Director of Winemaking. 38 visitors a day are anticipated resulting in the winery producing 4,000 cases annually.

Activities for the public: wine tasting, cooking classes, spectators at polo matches, bocce ball, sand volleyball, music performances, weddings and wedding receptions.

1.2 Objective

The major objective of the Development Standards for the “Development” is to provide sound, responsible infrastructure satisfying federal, state, and local (except, only as modified hereby) requirements while allowing the development of the Gardiner Group, LLC Planned Development District to maintain its character and natural beauty. The goals of the Development Standards are:

- Design/construction of safe and durable streets, driveways and parking lots.
- Design/construction of durable wastewater systems with respect to design life, capacity, and pollution mitigation.
- Design/construction of storm water drainage systems to reduce flooding and other drainage problems
- Properly planned and installed measures for erosion prevention and sediment control.
- Complete plans for a planned development ensuring grading, sediment and erosion control and utility issues are properly addressed.
- Maintain the natural character and beauty of the site by utilizing the existing beauty on site whenever possible.
- Encourage the incorporation of green technologies.
- Encourage the integration of commercial districts with residential neighborhoods.
- Encourage landscape plantings in commercial districts as well as residential neighborhoods to further enhance a planned development.

1.3 Scope

The scope of the Development Standards for the Planned Development District includes procedures and criteria for the design and evaluation of wastewater and stormwater utility, streets, Land Use, land development plans, green technologies and related infrastructure.

The Development Standards for the “Development” is not intended as a textbook or a comprehensive engineering design reference. Most types of engineering calculations are not explained or defined either due to the very complex nature of the subject matter or the fact that the design equations and methods are well-known to most competent practicing engineers who claim expertise in the area of land development.

The “Development” will meet the standards defined by federal, state, and local (as modified hereby) requirements; the Standards follow sound, responsible, and current engineering practice; the use of the Standards will expedite the review process; and the Standards establish a standard of responsibility, clarity, and professionalism to be incorporated into all design. However, these Standards are not intended to replace the judgment of the design professional that must thoroughly investigate field conditions and coordinate all design efforts and nothing herein is intended to, or shall be interpreted as to abrogate, in any regard, any federal or state land use development standard, or any local

development standard, except as explicitly stated herein; all other local land use development standards and regulations otherwise remaining in full force and effect.

1.4 Design Flexibility

The intent of the Development Standards is to ensure that minimum requirements are met with respect to the “Development. All such plans shall be stamped and signed by an appropriate design professional licensed by the State of South Carolina. As provided herein, subject to the terms of the Act, the Laws applicable to the development of the Property are those Laws in force on the Effective Date. To the extent of any conflict between the County's Comprehensive Plan, the County's Land Development Regulations, the County's Laws and these Development Standards, the terms and conditions of these Development Standards shall control to the extent permitted by law. As provided herein, the County agrees to issue any Development Permit necessary for the development of the Property so long as any submittal by Developer for a Development Permit complies with these Development Standards, and the procedures and requirements of the County's development standards, Land Development Regulations and Laws in effect as of the Effective Date otherwise applicable for County permits. As provided herein, Developer agrees that the Property and the development of the Property shall be subject to the terms and conditions of these Development Standards and that otherwise all County Land Development Regulations in effect on the Effective Date shall apply. The Development Standards have been adopted and approved by the County pursuant to that certain Planned Development District dated _____, 2015 between the County and the Developer.

1.5 Land Development Design Objectives

Design objectives for the “Development” must:

1. Provide safe and functional design of roads, streets, driveways, and parking lots.
2. Provide safe and functional design of sidewalks, walkways, trails and other pedestrian routes.
3. Provide safe and functional design of stormwater inlets, culverts, pipes, open channels, and other conveyances.
4. Minimize flooding, interruptions of utility service, traffic inconvenience and potential water damage to residences and businesses.
5. Minimize the amount of public expenditures needed for maintenance of streets, wastewater systems, and storm water facilities.
6. Minimize the amount of public expenditures needed for flood control projects and flood relief efforts.
7. Promote appropriate design life of wastewater systems and mitigate exfiltration and infiltration of the system.
8. Promote preservation of trees, woods, natural meadows and other green spaces where practical.

9. Protect and enhance streams, wetlands, waterways and rivers for wildlife and plants by reducing storm water pollution, erosion, and negative storm water impacts.
10. Promote development of recreational facilities and design aesthetics along streams, waterways, wooded areas and other greenways to benefit local neighborhoods.
11. Promote sustainability and low-impact development initiatives.

1.6 Engineering Design Accountability

The Development Standards for the “Development” have been developed to provide information to assist in the design and layout for the development of the Gardiner Group, LLC Planned Development District. The County Standards and the contained within this document when approved by the County Council shall be the legal standard for the Planned Development District and all applicable County Standards. All such plans shall be stamped and signed by an appropriate design professional licensed by the State of South Carolina. The design professionals working with the County staff will ensure that the designs and construction comply with the approved PDD standards. The PDD Standards do not replace or otherwise excuse the need for professional engineering judgment and knowledge but rather are prepared and adopted to work with design engineers to incorporate concepts into the development of the Gardiner Group, LLC Planned Development District the “Development” that would not normally be utilized in a standard development project.

1.7 Vested Rights

Subject to the Act and the terms of this agreement, all rights and prerogatives accorded to Developer by this Agreement will constitute vested rights for the development of the Property pursuant to the terms herein and approved by the County; such vesting, upon approval of the County, will pertain to all those rights and prerogatives afforded by the Laws. The County agrees that Developer, upon receipt of its Development Permits required herein, may proceed to develop the Property according to the terms and conditions of this Agreement and the site specific development plan(s) approved by the County. Further, this Agreement does not abrogate any rights either preserved by the Act or that may have a vested pursuant to common law and otherwise in the absence of this Agreement.

1.8 Law in Effect as of the Effective Date Governs Development of Property

Subject to the terms of the Act, the Laws applicable to the development of the Property are those in force on the Effective Date of this Agreement.

1.9 Periodic Review

At intervals of twelve (12) months, the County's zoning administrator, or appropriate designee shall review the progress of the development of the Property to ensure compliance with the Agreement. At the time of the reviews, Developer must demonstrate good faith compliance with the terms of the Agreement and must fully cooperate with such administrator or officer during such review.

1.10 Future Changes and Revisions

The Development Standards for the “Development” may be periodically updated by Developer as necessary to provide additional clarity or to reflect changes generally recognized as best practice in the appropriate professional and trade industries, but such updated standards will only become effective and applicable to the Gardiner Group, LLC Planned Development District upon approval from the appropriate individual or body that represents Oconee County. The Developer shall be responsible for initiating and defining all amendments and revisions to the Development Standards. With the exception of the draft ordinance of amendments necessary to amend these zoning regulations to approve the planned development, all draft plans, agreements, or other materials related to the establishment of a planned development district shall be the responsibility of the developer. Technical revisions and corrections to these Standards shall be made by Developer as necessary in accordance with good engineering standards and practice. Technical revisions require the approval of the Developer in accordance with recommendation by the Developer's engineer. If technical revisions are deemed necessary, the revisions may occur through either planned periodic revision or an accelerated process when it is determined that an immediate revision is necessary.

Amendments to approved PDD Master Plans.

Amendments to an approved master plan. Proposed amendments to an approved PDD Master Plan involving the following changes shall be considered major amendments and shall only be approved by the County Council in the manner provided by law for the amendment to the zoning map at the time of any such proposed amendment.

1. A change in the minimum and maximum requirements of the Planned development district (PDD) Ordinance Chapter 38 Article 9 Section 38.10.15 for the uses approved. The location of the uses may change within the PDD tract.
2. A change in major circulation systems that would render invalid the Master Plan major circulation system for providing access and circulation within the PDD;
3. The maximum number of allowed dwelling units and maximum net density;
4. The PDD zoning regulations, except that changes to the adopted PDD Master Plan Zoning regulations for a particular pod or portion of a development pod may be approved by the Zoning Administrator with approval of a site plan or written explanation of the changes, providing that the request for changes is made by the owner of the property in question; that the changes only affect land uses, residential density, building height, building setback or other building location restrictions, lot occupancy, impervious surface coverage, lot frontage and off-street parking/loading regulations; that the change will clearly make the PDD zoning regulations more restrictive in nature (i.e. commercial to residential, multi-family to single-family residential, increase in setback

requirements, decrease in permitted building height, increase in minimum lot frontage, etc.); that no permits or approvals beyond the approval of a PDD Master Plan have been issued for the area in questions that would be contrary to the proposed change; and that the change will comply with state enabling legislation for zoning and subdivision regulations;

5. Information required for open space and recreational use areas as specified in the use chart of this PDD.
6. The plan for landscape screens and buffers.

All other amendments to the Planned Development District Master Plan shall be considered minor amendments. The Director of the Oconee County Community Development Office, upon receipt of an application, may approve minor amendments to the Master Plan.

1.11 Termination of a Planned Development District

The owner(s) of lands zoned Planned Development District may apply to rezone the subject property and thereby terminate the Planned Development District provided that no development of any portion of the Planned Development District has taken place.

1.12 Definitions, Language and Interpretation of Text

Definitions of Terms and Uses:

This Section provides definitions for terms in this the “Development” that are technical in nature or that otherwise may not reflect a common usage of the term. If a term is not defined in this Section, then the Zoning Administrator shall determine the correct definition of the term.

Lot Line: The boundary that legally and geometrically demarcates a lot or parcel. Codes reference lot lines as the baseline for measuring setbacks.

Lot Width: The length of the principle Frontage Line of a lot or parcel.

Design Speed: The speed used for the geometric layout of the roadways

ADT: The Average Daily Traffic is A roadway’s average daily traffic is the volume of vehicles counted over a given time period -- greater than one day but less than one year -- divided by the number of days in that time period. Average annual daily traffic is a similar measure. To compute the AADT of a roadway, the daily traffic counts collected over one year are added and then divided by 365 days.

Private Roads: Roadways not owned or maintained by the local government. See section 3.4 for each road classification definition.

Collector Road: Roadway for low-to-moderate-capacity which serves to move traffic from local streets to arterial roads.

Dead End Road: Roadway for a low-to-moderate-capacity which serves to move traffic from local streets to a collector road that terminates service at one end. The roadways shall meet the road classifications.

Language and Interpretation of Text

The following language rules are applicable to the Development Standards:

1. The imperative case is always mandatory. The words "shall" and "must" are always mandatory. These actions must be performed unless sufficient engineering justification is submitted to Developer and the Developer's design engineer for approval.
2. The words "should" and "recommend" indicate an action that is highly recommended under most conditions. The words "may" and "suggest" indicate an allowable action or choice that is usually beneficial in meeting the minimum development requirements.
3. Use of the singular or plural case of a noun will not affect the applicability of this manual, or any other law, regulation, or Standards, unless the context of the sentence specifically indicates that the singular/plural case affects the intended use or function on a scientific or engineering basis. The use of a singular or plural noun does not necessarily indicate whether to design or construct a single unit or multiple units.

Section 2: Speed Limits

2.1 Purpose

The purpose of this section of the Development Standards is to define the design speed for all roadways in Gardiner Group, LLC Planned Development District in order regulate the road geometric design (AASHTO Guidelines). A safe and low design speed is desired in this type of Planned Development District.

2.2 Maximum Design Speed Limit

The Design speed limits in Gardiner Group, LLC Planned Development will be set at a design speed of 20 MPH for collector roads and 15 MPH for dead end roads.

Section 3: Roadway Regulations

3.1 Purpose of Roadways Regulations

The purpose of roadway regulations is to help define the minimum design Standards for proposed road classifications (Driveways, Private Drives, and Private Roads) for the "Development". References and Details are included in Appendix B (Standard Details). In all cases not covered under these criteria, American Association of State Highway and Transportation Officials (AASHTO), "A Policy on Geometric Design of Highways & Streets" (>400 ADT) and AASHTO "Guidelines for Geometric Design of Very Low- Volume Roads (<400 ADT) latest edition shall rule for the geometric design. The materials of construct, required testing, and inspections not covered under these criteria shall be as required in Article 1 Section 26 of the Oconee County Code of Ordinances including the references to the South Carolina Highway Department Standard Specifications for Highway Construction and the local fire code.

3.2 Financial Responsibility for Maintenance

All roads, trails, and sidewalks are to be private and shall be owned and maintained by the Developer or its successors or assigns. Following certification of completion by a licensed professional engineer of any road constructed in the “Development” in accordance with the Standards, the Developer or its successors and assigns shall be financially responsible for all maintenance. In order to facilitate the acceptance process, once a road had been substantially completed the Developer may request a written punch list from the Design Engineer. The punch list will note the items that must be completed prior to being deemed complete by the Design Engineer.

3.3 Road Signage

All road signage shall meet the standards established in the latest edition of the Manual of Uniform Traffic Control Devices.

3.4 Private Road Standards for Gardiner Group, LLC PDD

The “Private Road Standards for the Gardiner Group, LLC PDD “ are in Appendix “E”:

Section 4: Water Quality and Green Technologies

4.1 Purpose

The purpose of this section is to define post construction storm water Best Management Practices (BMP's) technologies and techniques that will be encouraged on site at Gardiner Group, LLC Planned Development beyond minimum practices required by federal and state regulations. When possible, green technologies for water quality should be utilized. The PDD stormwater control measures shall be designed and maintained meet SCDHEC regulations. This will ensure post-construction runoff from the PDD meets minimum requirements as defined by state and federal regulations. Low impact development measures utilizing control listed below are encouraged to be utilized to the extent possible.

4.2 Water Quality BMP Design Standards

The intent of water quality control proposed on site at Gardiner Group, LLC Planned Development is to reduce the impacts of the development on the water quality of receiving downstream water bodies. BMP's proposed for the development are to work in tandem to ensure that post construction runoff generated by the development will meet the minimum requirements as defined by state regulations.

4.3 Non-Structural Controls

Non-structural BMP's include such practices as minimizing impervious area for site development, providing vegetative buffers along all streams and waterways, promoting natural infiltration of runoff before it enters a receiving stream, pollution prevention practices such as regular sweeping of parking lots, and public environmental outreach programs.

Nonstructural Low Impact Development Controls may consist of the following:

- Vegetated Conveyance Systems
- Stream Buffers
- Disconnected Rooftop Drainage to Pervious Areas
- Cluster Development
- Natural Infiltration

4.4 Structural Controls

Structural Controls can be utilized with a wide variety of land uses and development types. Structural Controls have the ability to effectively treat storm water runoff volume to reduce the amounts of pollutants discharged to downstream systems. Structural controls are recommended for limited use for special site or design conditions.

Structural Controls may consist of the following:

- Storm Water Wetlands
- Bioretention Areas
- Infiltration Trenches and ponds
- Enhanced Grassed Swales
- Pre-Fabricated Control Devices
- Vegetated Filter Strips (VFS)
- Grass Paving and Porous Paving Surfaces

It is recommended that structural controls be utilized with other BMP's (Structural and Non-Structural) to help achieve the necessary water quality levels defined by the state.

Section 5: Master PDD Map and Table of Uses

5.1 General Provisions

The Master PDD map and Table of Uses is included in Appendix F and I. All Uses and requirements set forth in the approved documents shall govern the PDD.

Section 6: Signage on Project

6.1 General Provisions

All road signage and property entrance signage will comply with the Oconee County Code of Ordinances, as amended. All commercial signage in the PDD shall be designed and located so as to avoid any negative impacts on neighboring uses both inside and outside of the PDD. The signage shall comply the standards contained with Appendix A of Chapter 38 of the Oconee County Code of Ordinances.

Section 7: Setbacks, Buffers and Building Height Standards

7.1 General Provisions

The purpose of this section of the Development Standards is to ensure protection of onsite resources such as lakes, streams and rivers along with wooded areas while allowing the developer to situate buildings and home sites as needed in the development. The Lake buffer of 50 feet from the 804 contour shall be established. The uses and values established for the PDD are shown in Appendix D.

Section 8: Non-residential parking, Buffers/Screening and Lighting Standards

8.1 General Provisions

The non-residential off-street parking shall be provided to accommodate the average amount of expected traffic utilizing the structure. A minimum of two spaces shall be provided off of the road right of way. Parking whenever feasible shall occur to the rear or side of the structure. All ADA parking requirement must be met. The non-residential parking, buffers and lighting shall comply with Appendix A of Chapter 38 of the Oconee County Code of Ordinances.

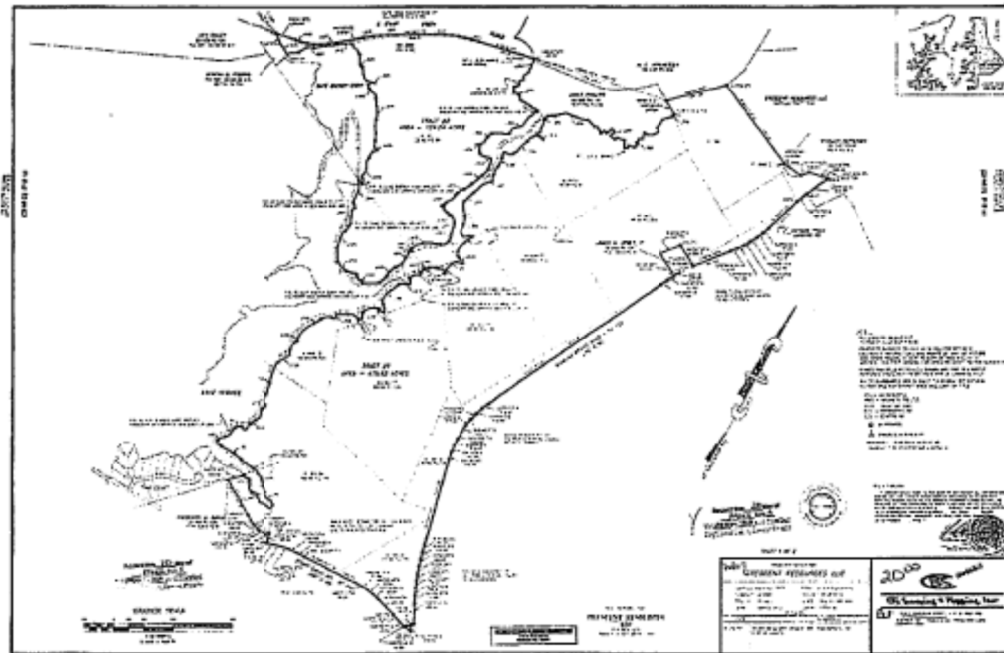
Section 9: Existing and New Zoning Standards

9.1 General Provisions

The provision contained within Section 38-11.1 Lake Overlay District shall not apply the Gardiner Group LLC PDD. These districts shall be governed by the provisions contained with Appendix I, all provisions contained within document and all other applicable Oconee County, state and federal regulations.

Appendix A Legal Descriptions

EXHIBIT A
PROPERTY
Tract 7077.04



Tracts 7077.04, 7077.05, and 7077.06

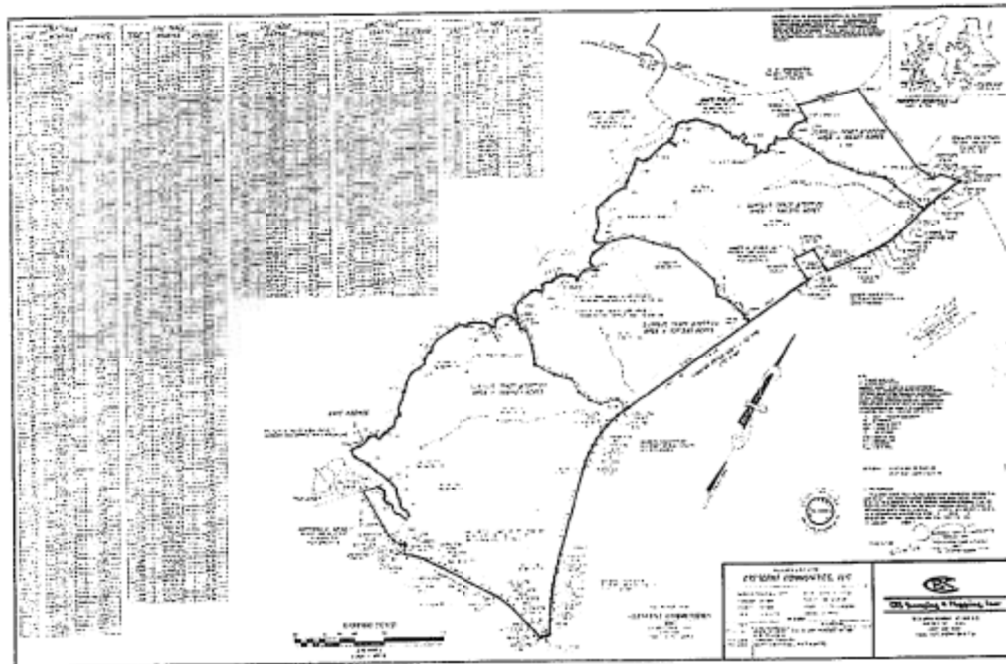
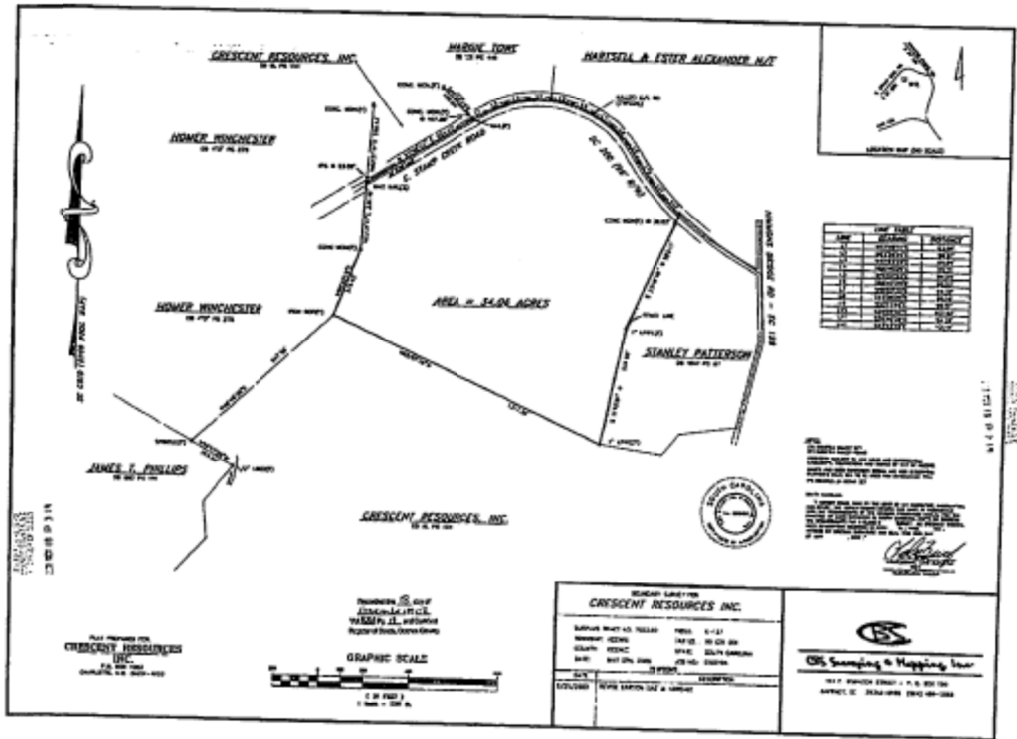


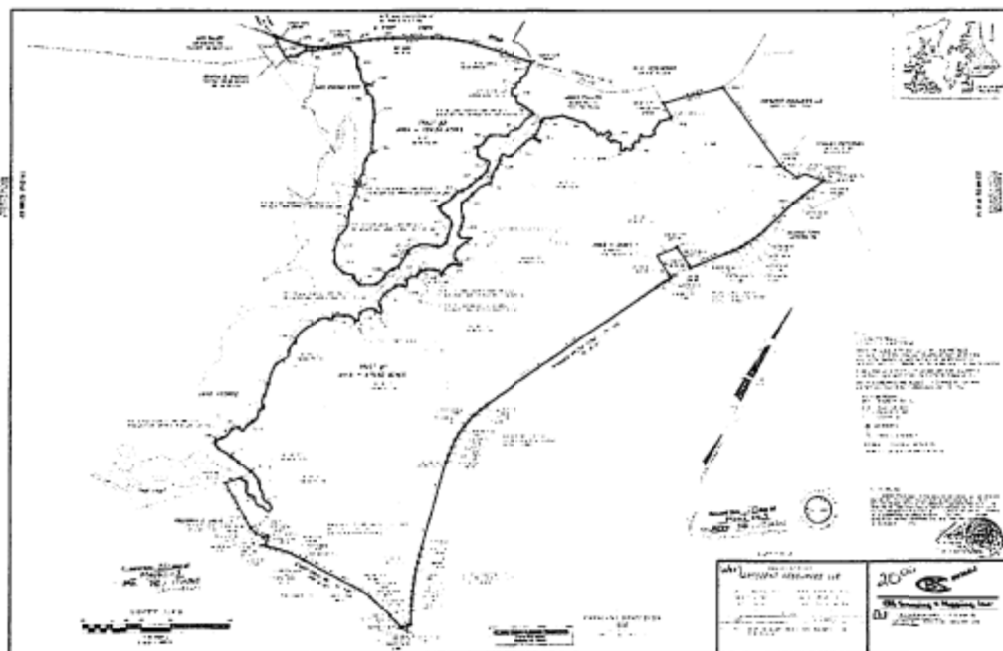
EXHIBIT A

PROPERTY

Tract 7052



Tract 7077.02



Less and except the portion of Tract 7077.02 shown on the following page A-3

Less and Except Tract 7077.02

FILED FOR RECORD
DORRICE DUMPTON & SONS
REGISTER OF DEEDS

HL -3 A 9 25

LINE	BEARING	DISTANCE
L1	N70°47'39"E	52.90
L2	N73°14'12"E	27.27
L3	N89°36'33"E	65.41
L4	N82°01'33"E	54.20
L5	N57°43'26"E	100.82
L6	N52°03'00"E	98.78
L7	S87°24'30"W	33.27
L8	S73°56'50"W	28.24
L9	S78°20'00"W	21.74
L10	S81°33'17"W	34.43
L11	S80°00'31"W	60.87
L12	S47°29'31"W	46.25
L13	S56°40'21"W	53.57
L14	S82°34'30"W	50.48
L15	S90°01'07"W	57.88
L16	S86°00'53"W	53.27
L17	S49°31'13"W	26.28
L18	S44°11'01"W	49.78
L19	S72°27'42"W	54.51
L20	S52°28'32"W	47.13
L21	S80°28'13"W	44.11
L22	S31°29'53"W	39.21
L23	S24°27'54"W	31.28
L24	S84°29'21"W	23.05
L25	S92°01'34"W	50.80
L26	S92°12'28"W	24.84
L27	S78°27'13"W	25.42
L28	S33°29'50"W	21.84



PLAT PREPARED FOR:
CRESCENT RESOURCES LLC
327 WEST TRADE STREET
SUITE 1000
CHARLOTTE, N.C. 28202

MAGNETIC NAILS FOUND AT ALL CORNERS
IN E. STAMP CREEK RD.

PROPERTY LINE IS APPROXIMATE 510 CONTOUR
IN GSK ENERGY CORP. PROJECT BOUNDARY.

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NOTES:
1) OWNER TRACT SET
2) OWNER TRACT FOUND
PROPERTY SUBJECT TO ANY EASES AND ENCUMBRANCES
EASEMENTS, ENCUMBRANCES AND RIGHTS OF WAY OF RECORD
AND THESE OWNERS, BY ACCEPTANCE OF THIS SURVEY, WARRANT
AND WARRANT TO DEFEND TO THE SURVEYOR, PROFESSIONALS,
PLANNERS AND OTHER PERSONS SHOWING THIS SURVEY TO THE
RECORDS SHALL NOT BE HELD LIABLE FOR REIMBURSEMENT
FOR ANY WORK DONE OR FOR ANY DAMAGE TO PERSONS OR
PROPERTY AND NOT EMPLOYED AS A PART OF THIS SURVEY.

△ (M) - CONCRETE MONUMENT
#4 - AS BURNED
#M20 - MAGNETIC NAIL
#M21 - MAGNETIC NAIL
□ - TOP OF BARR
R/W - RIGHT OF WAY
P.L. - PROPERTY LINE
C.L. - CENTERLINE
U.L. - UTILITY POLE

AREA = 1.89 ACRES
SURPLUS TRACT # 7077-03

CRESCENT RESOURCES
P.O. TRACT #2
MAP 989-00-01-03
ON SC FC 83
7-31

SEE PLAT BY THIS OFFICE DATED 3/8/2009,
RECORDED IN PG A330 PG 9/10.

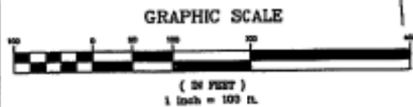


SOUTH CAROLINA
I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION
AND BELIEF THE SURVEY OF THIS TRACT WAS MADE IN ACCORDANCE
WITH THE REQUIREMENTS OF THE MICHIGAN STANDARD MAPS FOR THE
PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AFTER AN EXAMINATION
OF THE RECORDS FOR A CLASS "C" SURVEY AS PROVIDED THEREIN.
THIS INSTRUMENT RECORDED IN BOOK 90 - PAGE 30
WITNESSES MY OFFICIAL SIGNATURE AND SEAL THIS 1ST
DAY OF JUNE - 2012.

Recorded this 3 day of
July 2012
Vol. 8187 Pg. 3
and Certified

JAMES R. DAVIS
PROFESSIONAL LAND SURVEYOR
LICENSE NUMBER

Register of Deeds, Oconee County

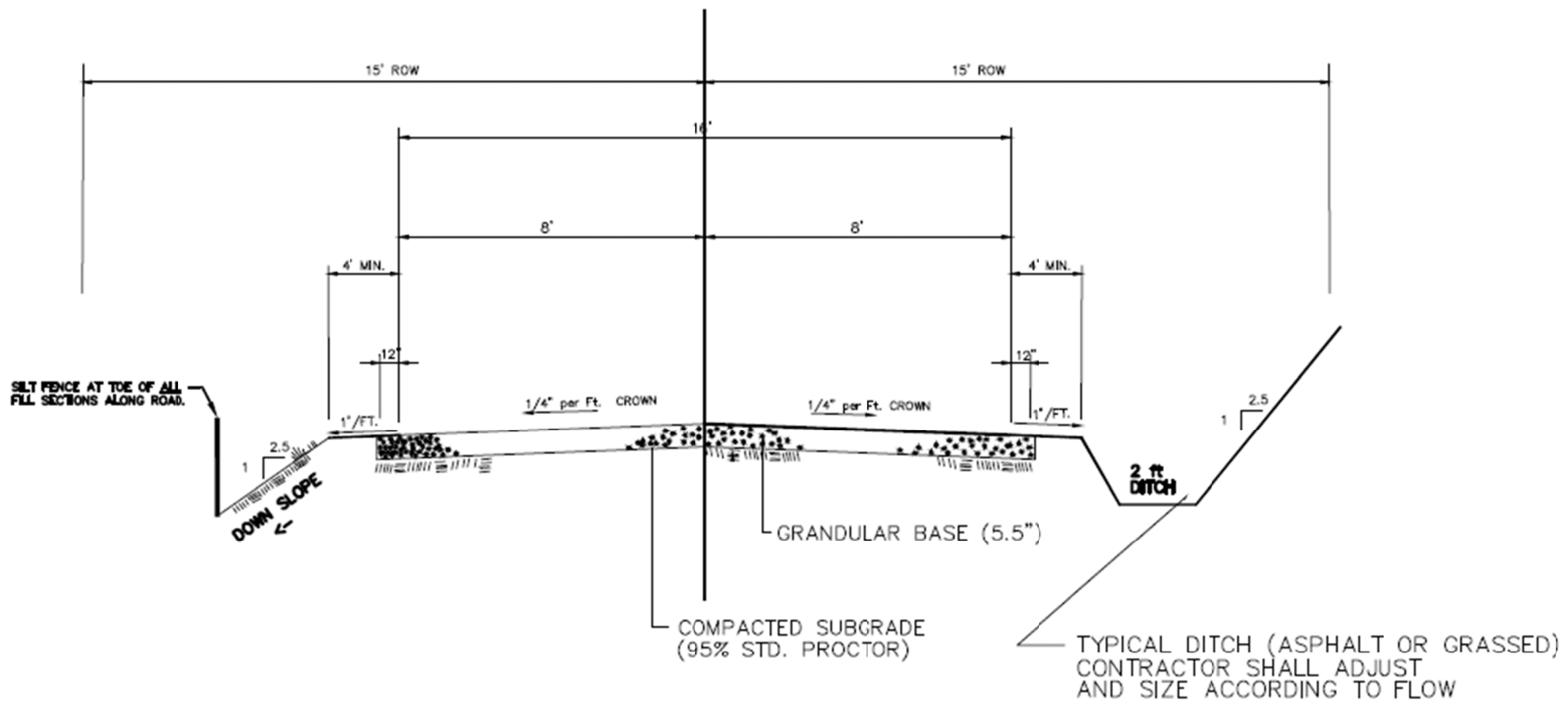


BOUNDARY SURVEY FOR
CRESCENT RESOURCES, LLC

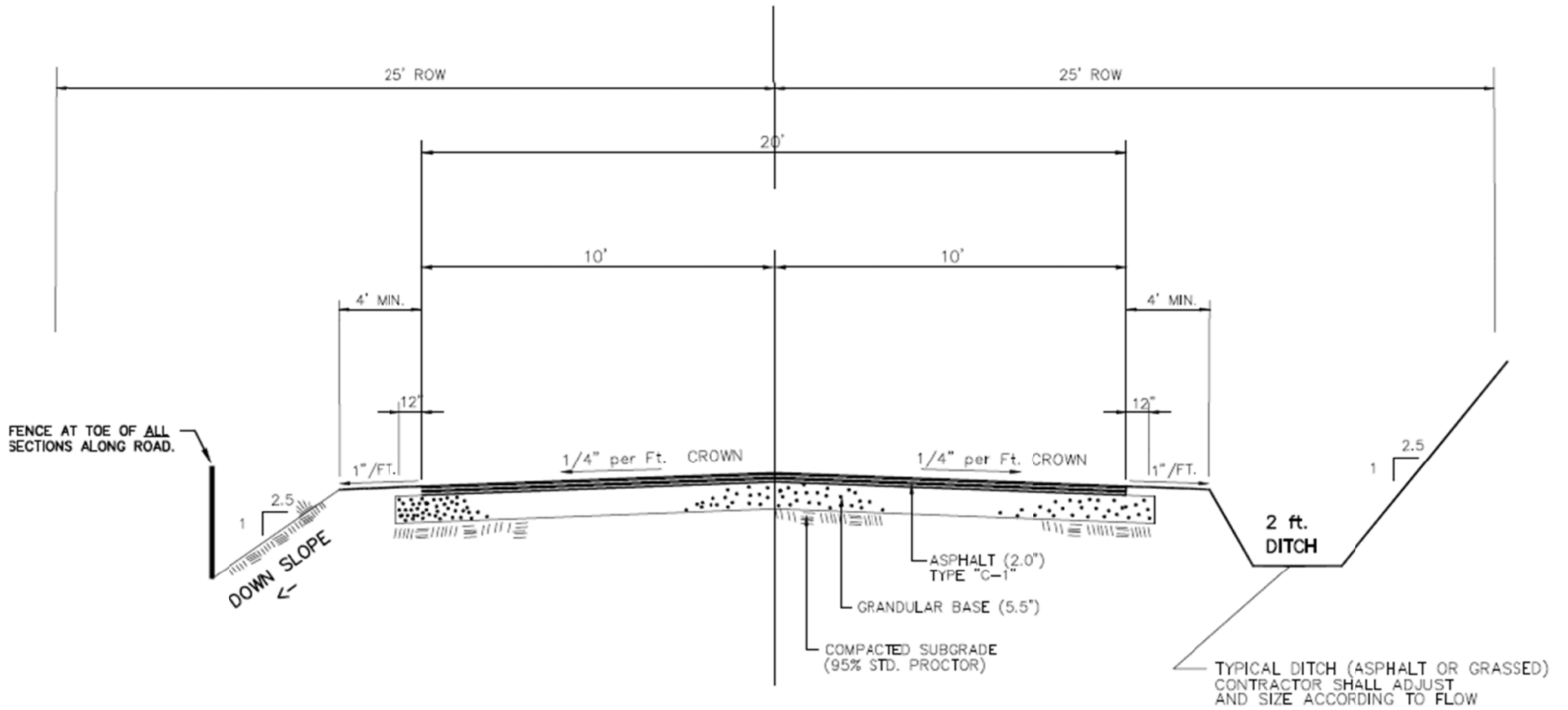
TOWNSHIP: KENNEDY	TAX I.D.: P/O 099-00-01-034
COUNTY: OCONEE	STATE: SOUTH CAROLINA
DATE: APR 1, 2012	JOB NO.: 0612101
DATE	DESCRIPTION

CBS
CBS Surveying & Mapping, Inc.
3810 UNION HIGHWAY PO BOX 578
DARTMOUTH, SC 29342
(864) 489-5068

Appendix B Standard Details



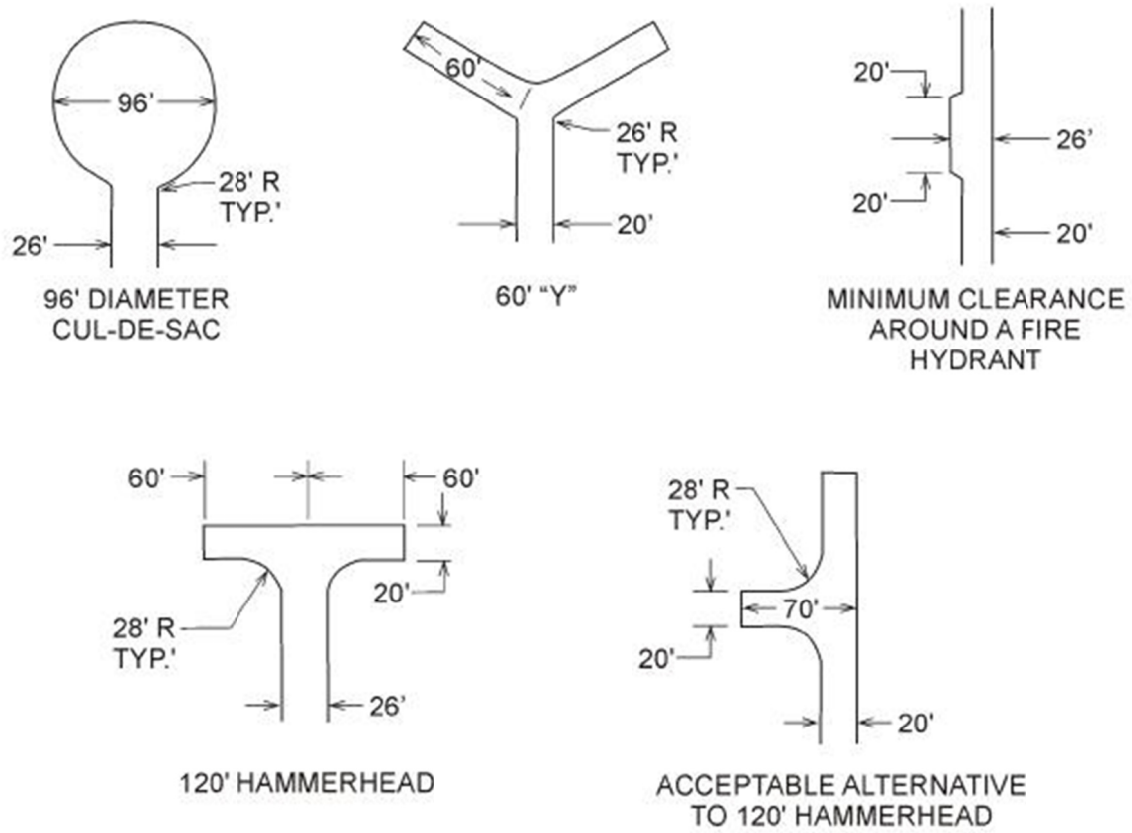
TYPICAL GRAVEL PRIVATE DRIVEWAY (CROWNED SLOPE)
(N . T . S .)



TYPICAL PAVED PRIVATE ROAD (CROWNED SLOPE)

(N . T . S .)

Appendix C Fire Apparatus Roads



For SI: 1 foot = 304.8 mm.

FIGURE D103.1 DEAD-END FIRE APPARATUS ACCESS ROAD TURNAROUND

D103.2 Grade. Fire apparatus access roads shall not exceed 10 percent in grade.

Exception: Grades steeper than 10 percent as *approved* by the fire chief.

D103.3 Turning radius. The minimum turning radius shall be determined by the *fire code official*.

D103.4 Dead ends. Dead-end fire apparatus access roads in excess of 150 feet (45 720 mm) shall be provided with width and turnaround provisions

in accordance with Table D103.4.

TABLE D103.4 REQUIREMENTS FOR DEAD-END FIRE APPARATUS ACCESS ROADS

LENGTH (feet)	WIDTH (feet)	TURNAROUNDS REQUIRED
0-150	20	None required
151-500	20	120-foot Hammerhead, 60-foot "Y" or 96-foot-diameter cul-de-sac in accordance with Figure D103.1
501-750	26	120-foot Hammerhead, 60-foot "Y" or 96-foot-diameter cul-de-sac in accordance with Figure D103.1
Over 750		Special approval required

For SI: 1 foot = 304.8 mm.

D103.5 Fire apparatus access road gates. Gates securing the fire apparatus access roads shall comply with all of the following criteria:

1. The minimum gate width shall be 20 feet (6096 mm).
2. Gates shall be of the swinging or sliding type.
3. Construction of gates shall be of materials that allow manual operation by one *person*.
4. Gate components shall be maintained in an operative condition at all times and replaced or repaired when defective.
5. Electric gates shall be equipped with a means of opening the gate by fire department personnel for emergency access. Emergency opening devices shall be *approved* by the *fire code official*.
6. Manual opening gates shall not be locked with a padlock or chain and padlock unless they are capable of being opened by means of forcible entry tools or when a key box containing the key(s) to the lock is installed at the gate location.
7. Locking device specifications shall be submitted for approval by the *fire code official*.
8. Electric gate operators, where provided, shall be *listed* in accordance with UL 325.
9. Gates intended for automatic operation shall be designed, constructed and installed to comply with the requirements of ASTM F 2200.

D103.6 Signs. Where required by the *fire code official*, fire apparatus access roads shall be marked with permanent NO PARKING—FIRE LANE signs complying with Figure D103.6. Signs shall have a minimum dimension of 12 inches (305 mm) wide by 18 inches (457 mm) high and have red letters on a white reflective background. Signs shall be posted on one or both sides of the fire apparatus road as required by Section D103.6.1 or D103.6.2.

Appendix E Private Road Standards

Private Road Standards for the Gardiner Group, LLC PDD (dated 10-12-15)

General provisions.

These general provisions shall apply to both private roads and drives and public roads. The definitions section of the land development and subdivision chapter of the Oconee County Unified Performance Standards Ordinance (Ordinance 2008-20, [as codified in chapter 32, article VI, §§ 32-211—32-226]) shall apply to this article.

- (1) Survey standards. Route surveys and plats shall be prepared and survey data entered thereon in accordance with the most recently adopted version of the "Minimum Standards Manual of the Practice of Surveying in South Carolina" established by the South Carolina Board of Registration for Professional Engineers and Land Surveyors, provided that all elevations information shall refer to Mean Sea Level Datum or other established datum (with a minimum of two benchmarks). Accuracy of plats and attendant data shall be no less than required in said manual for Class B Suburban Land Surveys.
- (2) Utilities. When utilizing a road right-of-way, all utility lines shall be buried at a depth of at least 36 inches. Such lines shall be located a minimum of two feet, outside the portion of the road to be surfaced to prevent having to cut into the paved surface or reconstruct drainage structures to serve abutting properties. In order to prevent future road cuts, utility stub-outs shall be added to all utility lines extending beyond the roadway to each property line.
- (3) Road signs. Road name signs shall be installed at all intersections within a subdivision. All other signs shall be installed as required by and at the direction of the county engineer or his/her designee. All signage will be in accordance with the manual of uniform traffic control devices. The developer shall be responsible for all cost of road signage for private drives, private roads, and proposed county roads (at a cost determined by resolution of county council from time to time) prior to acceptance of road by the county. Any person who shall willfully or maliciously damage, deface, remove or otherwise tamper with a sign erected by a subdivider or the county designating the name of any county road shall be guilty of a misdemeanor and punished in accordance with this article. In addition thereto, such person shall be liable to the county for the cost incurred by the county as a result of said criminal acts.
- (4) Submission of road plans. Construction plans for roads shall include accurate topographic information with increments of no more than five feet. In addition, all such plans should note the following items: the location and dimensions of all drainage features; routes of surface water drainage for the entire development; a typical cross section of the proposed roadway; road profiles; horizontal and vertical curve designs; right-of-way dimensions; the location of all cuts and fills; finished grade elevation; all necessary erosion control practices, which may include but are not limited to, permanent vegetation, lined or piped ditches or vegetated waterways; and contact information of all interested parties.
- (5) Road alignment and location. The direction and pattern of roads shall take advantage of the land contour to eliminate or reduce excessive cutting and filling, and provide roads with reasonable grades.

Private road standards and regulations.

Oconee County shall have no responsibility for nor control of the design, engineering, construction, inspection or maintenance of private driveways, drives and roads in Oconee County and shall only be involved with private driveways, drives and roads to enforce these regulations and to the extent required for the county to carry out its other duties and functions, such as approving the subdivision of property.

(a) Road Class 1 (Private Driveways)

Private driveways shall serve up to an Average Daily Traffic (ADT) of less than 30. Private driveways that exceed 150 feet in length shall require a minimum 20 foot wide stone base centered under the pavement to support fire vehicle access. Alternative methods to provide a stable fire lane may be employed pending review and approval of the fire code official. The required width can be met by extending the road base outside the driving surface and covering it with pavers or grass.

(b) Road Class 2 (Private Drives)

Private drives shall serve less than an Average Daily Traffic (ADT) less than 50. Private drives can vary in width from two 10 feet lanes for two-way traffic or one 15 feet lane for one-way traffic.

- (1) Serve no more than ten lots or dwellings;
- (2) Have a minimum road right-of-way of 50 feet, or an appropriately executed private roadway easement as defined by these regulations;
- (3) Have an appropriate encroachment permit from either the county or the South Carolina Department of Transportation;
- (4) Have a minimum driving surface width of 20 feet constructed of no less than five inches of compacted crushed stone or gravel base; a minimum height clearance of 13½ feet; and appropriate documentation from a professional engineer licensed by the State of South Carolina certifying the maximum weight limit of any bridge or culvert located along the drive. All bridges and any culvert over which a private drive crosses a perennial stream must include appropriate signage (located at each end of the bridge) displaying the structure's weight limits;
- (5) Be maintained by an individual, association of property owners, or commonly held by the property owners fronting the private drive;
- (6) Roads will comply with all current fire regulations and codes. When private drives offer access into parking lot areas, fire lanes may be designated in parking lots to provide the necessary space for fire truck parking.

- (7) Shall serve no more than ten dwellings, and shall connect to another road, either public or private, on one end only. In the event proposed construction and/or development will result in an existing private drive serving 11 or more dwellings, the existing drive shall be upgraded so as to meet the standards put forth in these regulations for private roads;
- (8) If the PDD is subdivided the parcel boundaries will extend to private road right of way line. The Developer or its successors or assigns will be responsible for maintenance of these roadways and right-of-ways. In areas where private roadways cross public right of ways, the Developer or its successors or assigns will be responsible for maintenance of these roadway in public right of way areas.
- (9) Be named in accordance with adopted E-911 addressing regulations and procedures;
- (10) Allow at least 100 feet of sight distance for each ten miles per hour of the posted speed limit where the private drive intersects a public road. The sight distance shall be measured from a seeing height of 3½ [feet], offset 15 feet from edge of road, to an object 4¼ feet in height above the grade of the public road, as stated in SCDOT's 1996 Access and Roadside Management Manual. If the proposed drive does not meet the sight distance requirement, a waiver must be signed by the individual(s) constructing the private drive stating that the property owner(s) is liable and responsible for any accidents, injuries, problems, and property damage resulting from improper sight distance;
- (11) Meet all applicable stormwater management and sediment control regulations;
- (12) Be approved in writing by planning commission or designated staff prior to submission of plat(s) to the register of deeds for recording. The following shall be prominently printed on the plat(s):

"THE ROAD RIGHT-OF-WAY SHOWN ON THIS PLAT SHALL BE PRIVATE DRIVES NOT OWNED, MAINTAINED OR SUPERVISED BY OCONEE COUNTY, AND WERE NOT CONSTRUCTED PURSUANT TO ANY PLAN FOR FUTURE ACCEPTANCE BY OCONEE COUNTY. ROAD RIGHT-OF-WAYS SHOWN UPON THE PLAT SHALL NOT BE ACCEPTED FOR MAINTENANCE BY OCONEE COUNTY AT ANY TIME IN THE FUTURE UNLESS CONSTRUCTED IN ACCORDANCE WITH ALL ADOPTED OCONEE COUNTY REGULATIONS. MAINTENANCE OF THE RIGHT-OF-WAY SHALL BE THE RESPONSIBILITY OF _____."
- (13) Signage shall comply with the manual for uniform traffic control devices.

(c) Road Class 3 (Private Roads)

Private roads shall serve greater than an Average Daily Traffic (ADT) of more than 50 and less than 400. Private roads can vary in width from two 10 foot lanes for two-way traffic or two divided 15 feet lanes with one-way traffic when lane separation is required to accommodate a median or landscaped area. All private non-dedicated roads shall be prominently indicated as such on plats prior to subdivision approval. Private maintenance statement for such roads must be noted in writing on subdivision plat submittals and must be subsequently recorded as required. The development served by a private road system shall have direct access into a public road.

- (1) Serve a minimum of 11 lots;
- (2) Have a minimum road right-of-way width of 50 feet;

- (3) Be designed in accordance with the regulations set forth in subsection 26-3(e) of these regulations;
- (4) Be constructed in accordance with the regulations set forth in subsection 26-3(f) of these regulations;
- (5) Be maintained by an association of property owners or the developer and be designated on all plats and recorded in appropriate deed covenants and restrictions, or an appropriately executed private roadway easement as defined by these regulations;
- (6) Parcel boundaries may extend to the centerline of the road, with the appropriate right-of-way designated on all plats and deeds;
- (7) Be legally certified for compliance by a surveyor/engineer licensed by the State of South Carolina;
- (8) Be named in accordance with adopted E-911 addressing regulations;
- (9) Meet all stormwater management and sediment control regulations;
- (10) Be properly approved in writing by planning director prior to submission of plat(s) to the register of deeds for recording. The following shall be prominently printed on the plat(s):

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

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

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

- (12) All roads will be designed for a speed limit of 20 mph on commercial roads, 20 mph on residential collector roads and 15 mph on private dead end roads.

(13) If the Developer proposes a planted median island, the median shall be centered in the right-of-way. The right-of-way may vary as needed depending on the median design. Sufficient spacing between the edge-of-pavement and right-of-way shall remain to allow utility access and placement. The Developer or its successors and assigns, subject to reimbursement by residents of the Gardiner Group, LLC Planned Development, shall be responsible for maintaining any median vegetation. All planted medians shall be drained and maintained by methods developed by a qualified consultant.

(14) Dead End Streets and Cul-De-Sacs. Streets with a length of 150 feet or more that dead end shall terminate in a cul-de-sac (details in Appendix E-fire code ref.), unless turnarounds are prohibited. All unpaved islands located within perimeters of a cul-de-sac will ideally be centered within the right-of-way and properly drained. Medians may be shaped as needed to best suit the conditions of the

roadways in the development. The area utilized by any unpaved island shall not be considered part of the minimum area needed to meet the required dimensions for the cul-de-sac or right-of-way and shall be governed by the same Standards for planted median islands, as set forth in this article.

(15) Roads will have an appropriate encroachment permit from either the county or the South Carolina Department of Transportation, as needed where they encroach on public rights of way.

(16) Roundabouts are a successful proven form of traffic control as an alternative to the more conventional intersection control methods. The basic geometric design guidelines for typical roundabouts include the central island of a roundabout, surrounded by the circulating 1 way roadway. One way roadways are to have a minimum width 15 feet for residential roadways and 20 feet for non-residential roadways. The minimum size of the central island is determined the SCDOT standard for mini-roundabouts. All roundabouts must be approved by the fire code official.

(17) Roads will be named in accordance with adopted Oconee County E-911 Addressing regulations and procedures.

(18) In cases where utilities cannot be placed in right of way, adequate utility easements will be provided as needed to the public and private utilities serving the development. The easements must be shown recorded plats.

(19) Sidewalks/trails will be allowed in the private right of way of the roads. Sidewalks/trails material and placement will be determined based on the development's need for pedestrian traffic with in the PDD. The sidewalks and trails serving the public must meet approved local specifications. The sidewalks will be maintained by the Developer or its successors and assigns, subject to reimbursement by residents and individual lot owners of the Gardiner Group, LLC Planned Development.

(20) Parking shall be allowed directly adjacent to private roads as shown on the Roadside Parking Detail.

Sec. 26-3. - Public roads.

(a) Continuation of adjoining road system. The proposed road layout shall extend existing roads on a logical course at a width which meets the minimum required by this article. A minimum 100:1 taper section shall be used to transition from one width to another.

(b) Road system coordination. The road system within a subdivision shall be coordinated with existing, proposed, and anticipated roads (hereinafter "surrounding roads") outside the subdivision, as determined by the county or the State of South Carolina. Subdivision roads shall intersect with surrounding roads at safe and convenient locations and where necessary to permit the efficient movement of traffic between residential neighborhoods by emergency service vehicles. Subdivision roads shall only enter arterial roads when absolutely necessary. Whenever connections to surrounding roads are required by this section, the road right-of-way shall be extended and the street developed to the property line of the subdivided property (or to the edge of the remaining undeveloped portion of a single tract) at the point where the connection to the anticipated or proposed street is expected. In

addition, the permit-issuing authority may require temporary turnarounds to be constructed at the end of such streets pending their extension when such turnarounds appear necessary to facilitate the flow of traffic or accommodate emergency vehicles. All temporary dead-end streets must be approved by the planning director and the county engineer.

- (c) Road names. A proposed road which is obviously in alignment with or an extension of an existing named road shall bear the name of the existing road. Except for the above, in no case shall the name of a proposed road duplicate or be phonetically similar to an existing road name, irrespective of the use of suffix (road, avenue, boulevard, drive, place, court, lane, etc.). It shall be unlawful for any person in laying out any new road to name such road on any final plat or instrument, without first obtaining the approval of the Oconee E-911 Addressing Office.
- (d) Residential buffers for collector or arterial roads. Where a subdivision abuts or contains an existing or proposed collector or arterial road; lots which abut or are adjacent to these existing or proposed collector or arterial roads shall face a local road. Other treatment may also be required, as necessary, for adequate protection of the landscape and residential properties and for separation of through and local traffic. Special treatment may be required, such as screen planting contained in a nonaccess reservation along the rear property line adjacent to the arterial road.
- (e) Road design (geometric criteria). In general, geometric criteria for road design shall be in accordance with standards of the South Carolina Department of Transportation (SCDOT). Said standards are those contained in the latest edition of "A Policy on Geometric Design of Highways and Streets" by the American Association of State Highway and Transportation Officials. Local and collector residential roads (public) shall be designed in accordance with the following standards.

(1) Minimum right-of-way, pavement, and shoulder width shall be as follows:

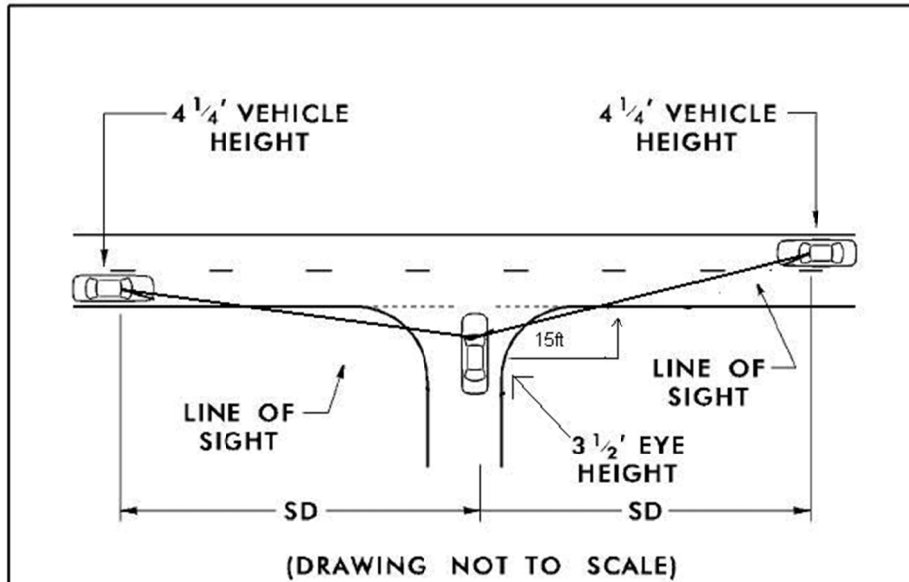
Road Type	Right-of-Way	Pavement	Shoulder
Arterial ¹	66' or greater	28'	10'
Collector	50'	24'	8'
Major local	50'	22'	6'
Minor local	50'	20'	4'

¹As determined by county engineer

For high density residential or nonresidential subdivisions or portions thereof, additional right-of-way or pavement width shall be provided when determined as necessary by the planning commission or county engineer.

- (2) Cul-de-sacs shall comply with current fire regulations and codes. Dead-end streets without turnarounds are prohibited. All unpaved islands located within perimeters of a cul-de-sac shall be round in configuration, centered within the right-of-way, curbed and properly drained. The area utilized by any unpaved island shall not be considered part of the minimum area needed to meet the required dimensions for the cul-de-sac or right-of-way and shall be governed by the same standards for planted median islands, as set forth in this article.
- (3) Horizontal curvature, minimum centerline radius, tangent lengths, intersections, stopping distances, and sign distance shall meet the guidelines of AASHTO "Guidelines for Geometric Design of Very Low-Volume Roads" for traffic county less than 400 ADT (latest edition). For traffic counts greater than 400 ADT the American Association of State Highway and Transportation Officials (AASHTO), "A Policy on Geometric Design of Highways & Streets" guidelines shall be used.
- (4) Horizontal curves and Vertical (crest-sag) Curves design shall be based on AASHTO guidelines based on the ADT and the design speed limit.
 - a. The sight distance shall be measured from a seeing height of 3½ feet, offset 15 feet from edge of road, to an object 4¼ feet in height above the grade of the public road, as stated in SCDOT's 1996 Access and Roadside Management manual. See drawing.

SIGHT DISTANCE REQUIREMENTS
(DISTANCES GIVEN ARE FOR FLAT GRADES)



DESIGN VEHICLE ENTERING ARTERIAL	SIGHT DISTANCE (SD) PER 10 MPH OF ARTERIAL SPEED FOR ARTERIAL WIDTH OF:		
	2 LANES	4 LANES	6 LANES
	FEET	FEET	FEET
PASSENGER CAR	100	120	130
SCHOOL BUS	130	150	170

- b. Minimum sight distance at intersections shall provide a clear sight triangle. The right-of-way shall be clear of obstacles to enable the minimum sight distance required, as determined by the speed limit of the road being accessed increases. The necessary right-of-way in either direction shall be entered upon the final plat prior to recording. Modifications may be required by the county engineer in order to insure safety.

- (5) Roads shall be designed to intersect as nearly as possible at right angles. In no case shall the angle of intersection be less than 75 degrees. Minimum radius of curb or pavement edge at intersections shall be at least 20 feet at intersections with local roads and 25 feet at intersections with collector roads.
 - (6) Road grades for private residential and non-residential roadways shall be no less than 1% and the maximum shall not be more than 12% except in locations where the natural grade is greater than 12% and a transition segment is needed to connect developed areas. A transition segment is one section of the road that allows for a grade change to adjust to match an existing site condition. The maximum transition segment grade of 15% is allowed for a maximum of 500 feet. The location of all slopes exceeding average 12% shall be reviewed and approved by the County staff and the Fire Code Official
 - (7) Proposed intersections on one side of a road shall coincide with existing or proposed intersections on the opposite side. Minimum centerline offset for intersections on the opposite side of a road shall be 100 feet. No two private roads may intersect on the same side of the road at a centerline separation distance of less than 150 feet.
 - (8) Intersections shall be designed with a flat grade whenever practical. When approaching an intersection in hilly or rolling areas, a leveling area shall be provided having not greater than a five percent grade at a distance of 30 feet, measured from the nearest right-of-way line of the intersecting street.
 - (9) If the developer proposes a planted median island, the road right-of-way shall be divided in half for each half of the road (25 feet each side) with each lane centered in the right-of-way. A perpetual maintenance plan shall be submitted to the county prior to construction of said planted median island. the county shall not be responsible for maintaining any median vegetation. Vegetation within the right-of-way may be removed by the county if it presents a safety or visual hazard. All planted medians shall be drained and maintained by methods submitted by the developer and approved by the county engineer.
 - (10) All driveway locations must be approved by the county engineer.
- (f) Road construction. In general, all public roads shall be constructed in accordance with the SCDOT "Standard Specifications for Highway Construction" (latest edition) as it related to earthwork, bases/subbases, paved surfaces, etc. The following requirements shall also apply:
- (1) Paved road surfaces are required for all new roads. The county engineer may wave the strict application of aggregate requirements for hot mixed asphalt pavement with materials prepared with stone from the county rock quarry.
 - (2) The minimum base course for all roads shall consist of type #1 (550 lbs. per square yard) crushed gravel aggregates compacted on the roadway to a depth of not less than five inches. Compaction of the aggregate shall comply with the standards set forth in this article.
 - (3) Local roads. When hot asphaltic mix will be applied, specifications for set up are same as for the surface treatment. Asphalt shall be applied at no less than two-inch compacted of type as specified by the county engineer.
 - (4) Collector roads. Road base shall include 550 lbs. of stone per square yard (approx. 5) with two-inch surface course of asphaltic concrete.

- (5) Industrial/commercial roads. Road base shall include 650 lbs. of stone per square yard (approx. 6) with two-inch surface course of asphaltic concrete.
- (6) Road paving is required for all new nonresidential subdivisions falling under the jurisdiction of this article. Pavement design requirements for a nonresidential subdivision shall be in accordance with sound engineering principles as outlined in procedures adopted by the American Association of State Highway and Transportation Officials; or the Portland Cement Institute; or the National Asphalt Institute. All designs shall be subject to review and approval of the county engineer and the county planning commission. However, in no case shall the paving standard be less than the standard required for a new residential subdivision. Alternate surface materials, including, but not limited to cobblestone, concrete pavers, etc. may be utilized in lieu of asphalt surfacing. The alternate surface material must meet the same design standards for traffic and loads as the material that will be replaced to be approved as an alternate by the County. The Developer also reserves the right to utilize other alternate surfaces treatments on an as needed basis.
- (7) The entire right-of-way area shall be cleared of all stumps, roots, brush, and other objectionable materials prior to grading roads. All tree stumps and other vegetation shall be removed to a depth of two feet below the sub-grade. Rock, when encountered, shall be scarified to a minimum depth of three inches below sub-grade. The entire right-of-way shall be graded.
- (8) All debris and other material deemed unsuitable by the county engineer shall be removed before any dirt or soil is placed in fills for the subgrade. Unsuitable materials include any organic matter, unstable soil, trash, large stones, or other items that prevent the soil from being properly compacted.
- (9) All fill lifts shall be formed by placing and spreading the material in successive, uniform, horizontal layers of not more than six inches in depth for the full width of the cross section and shall be kept level by the use of approved equipment. Prior to each subsequent layer the compacted layer shall be scarified before placing fill. The county engineer or his designated representative may call for compaction tests at the completion of any of the six-inch lifts being made. Each level will be compacted to a 95 percent proctor.
- (10) Suitable material shall be placed in the embankment for the formation, compaction, and shaping of all embankments, subgrades, shoulders, slopes, intersections, approaches and private entrances to conform to the typical cross section shown on the approved road construction plan.
- (11) When an embankment is to be on a hillside or against an existing embankment sloping more than 20 degrees from the horizontal, the slope of the hillside or existing embankment shall be plowed deeply or cut into steps before filling is commenced. All embankments shall be formed by placing and spreading the material in successive, uniform, horizontal layers of not more than six inches in depth for the full width of the cross section and shall be kept level by the use of approved equipment. Embankments over and around pipes, culverts, arches, bridges, or other structures shall be constructed of materials approved by the county engineer.
- (12) All pipe culverts shall consist of the following materials:
 - a. Reinforced concrete conforming to the requirements of American Association of State Highway Officials (AASHTO) M170 Class 3 pipe.

- b. High density polyethylene (HDPE) corrugated with a smooth interior pipe conforming to the requirements of American Association of State Highway Officials (AASHO) M294M, Type S pipe.

All pipe culverts shall be of sufficient size to adequately insure proper drainage. Calculations by a professional engineer licensed by the State of South Carolina must be submitted and approved by the county engineer. Rip-rap shall be securely installed over an approved silt barrier to the height of the high water mark around the end of all pipe culverts.

- (13) Bridges/Culverts. Bridges/culverts in right-of-ways shall meet current SCDOT standards. All bridges/culverts over which a private road crosses a perennial stream must include appropriate signage located at each end of the bridge/culvert displaying the structure's weight limits. All Bridges and culverts must be designed to pass the 25 year frequency storm event.
- (14) All drainage inlets and outlets not accessible from the road right-of-way must include a permanent easement allowing the county access to the adjacent property needed to perform necessary maintenance work. Oconee County will not be responsible for any damage off of the right-of-way due to high water or flash flood conditions
- (g) Compaction and testing. Compaction of sub-grade and base courses shall conform to the applicable sections of the latest published edition of the South Carolina Highway Department Standard Specifications for Highway Construction. Nuclear compaction test may be conducted on all sub-bases as directed by the county engineer. A loaded (minimum of 60,000 lbs. gross weight) tandem roll test of the sub-base shall be performed. Any of the compaction tests may be directed by the county engineer or his designated representative during an intermediate six-inch lift. A loaded (minimum of 60,000 lbs. gross weight) tandem roll test will also be performed upon setup of the base material prior to paving the road. Any substandard materials will be replaced and retested as directed by the county engineer or his designated representative. Upon completion of a road, all fills shall be protected by either seeding or rip-rap. All fills of 2½:1 or steeper shall be protected by rip-rap. Shoulders and other disturbed soil along the entire cleared area of the right-of-way shall be seeded in such a manner as to ensure uniform sod.
- (h) Inspections.
 - (1) A developer/owner shall notify the county engineer at least 48 hours prior to any requested inspection. Work done prior to inspection is done so at the contractor's and owner's own risk and may, upon decision of the county engineer or designee, be required to be removed and redone or have the quality substantiated by any tests deemed necessary all at the contractor's and/or owner's sole expense. Inspections shall be required for the following:
 - a. At the completion of clearing and grubbing operations;
 - b. At the completion of rough grading;
 - c. At the completion of all utility construction along road right-of-way (including but not limited to water, sewer, electrical);
 - d. At the completion of subgrade;
 - e. After installation and compaction of base course;

- f. During all pavement applications; and
 - g. Final acceptance inspection.
- (2) The contractor/owner's engineer shall be present for the following inspections:
- a. Rough grading inspections;
 - b. Subgrade;
 - c. Base course inspections; and
 - d. Final acceptance inspection.
- (i) Financial responsibility for maintenance. Following acceptance for maintenance by the county of any road, the developer/owner shall be financially responsible for all maintenance necessary due to deficiencies resulting from initial construction for a period of three years. The developer/owner shall post a bond or a letter of credit for the estimated cost of maintaining the road for three years from the date of acceptance. The county engineer shall determine the amount of the bond or letter of credit. The bond or letter of credit shall be maintained by the county finance department. The bond or letter of credit shall expire after three years from the date of acceptance of the road, or in the case of a subdivision road, after a build out of 70 percent of the subdivision, whichever occurs first. In order to facilitate the acceptance process, once a road had been substantially completed the developer/owner may request a written punch list from the county engineer. The punch list will note the items that must be completed prior to acceptance of the road by the county.
- (j) Contracts. Notwithstanding any other provision of this section, the owner/developer may utilize an independent contractor to perform road work. In such case, the owner/developer shall be fully responsible for work performed by the contractor on said roads.
- (k) Financial liability. The owner/developer shall be responsible for all costs in the design and construction of a road until said road is accepted as a county road by the county.
- (l) Road swales and channels. All roadway ditches and channels shall be designed to contain, at minimum, a peak flow from a 25-year frequency storm. All roadway ditches and channels shall be designed so that the velocity of flow expected from a 25-year frequency storm shall not exceed the permissible velocities for the type of lining used. Rip-rap shall be placed for stops in road drainage swales as instructed by the county engineer. Swales shall be stabilized against erosion by grassing with a mixture of rye and bermuda grass, or the appropriate grass for the season. Road swales shall be installed at a maximum depth of three feet and be designed to enable mowing by adjoining property owners.
- (m) Road maintenance signs. Where subdivision roads are not to be dedicated to the state or county for public maintenance the subdivider shall install signs that control traffic flow in a safe manner as specified the manual of uniform traffic control devices. Also, at the beginning of the private subdivision roads there shall be signs which state "Private Road" The subdivider may assume the responsibility to install signs provided the county engineer approves in writing the signage.
- (n) Roadside drainage. Roads may be constructed with drainage swales shoulders at a 12:1 slope. Where road grade exceeds ten percent, curb and gutter, paved drainage swales, or rip rap swales shall be provided. Curb and gutter may be roll type or standard 90 degrees curb.

(o) Temperature and weather restriction on asphalt paving work.

- (1) No hot mix asphalt surfacing work shall be performed on wet surface, or when the temperature is below 45 degrees Fahrenheit in the shade and falling, or when weather conditions are otherwise unfavorable. unless approved in writing by the county engineer, no surface treatment of a road planned by the owner/developer for acceptance into the county road system shall be begun before March 15 of each year. Unless approved in writing by the county engineer, surface treatment of a road planned by the owner/developer for acceptance into the county road system shall be completed prior to October 15.
- (2) The mixture shall be delivered to the spreader at a temperature between 225°F and 325°F and, except for sand asphalt mixture for base course construction, within 30°F of the temperature at the plant.

(p) Drainage structures.

- (1) Crossline pipes shall be designed to carry runoff from a 25-year, 24-hour design storm and shall be RCP Class III concrete. The design shall be determined using runoff data sources and standard methods approved by the county engineer. In no event shall a pipe less than 18 inches in diameter be accepted by the county. Crossline pipes or structures along Waters of the State shall be designed to pass a 100-year, 24-hour design storm.
- (2) Concrete culverts must conform to South Carolina Highway Department requirements. HDPE double wall corrugated with a smooth interior pipe conforming to the requirements of American Association of State Highway Officials (AASHTO) M294M, Type S pipe or an approved equivalent shall be accepted where sufficient fill over the pipe is provided. No corrugated metal pipes shall be accepted. No culvert shall be less than 15 inches in diameter.
- (3) Unless approved by the county engineer prior to construction, all pipes shall be laid in a trench. All trenches shall be excavated so as to allow for safe and proper installation. All backfill work shall comply with standards specified by the pipe manufacturer; however, in no case shall backfill covering a culvert be less than ten inches deep (pavement and/or base thickness shall not be considered part of this required minimum depth). All fill shall be compacted to 95 percent of standard proctor test in the top foot of fill.
- (4) The jointing of sections of culvert shall be done in a workmanlike manner in accordance with the standard practice recommended by the manufacturer of the culvert being used.
- (5) The ends of all pipe culverts shall be properly protected to prevent piping, erosion and scour. Placement of filter fabric and rip-rap shall be considered minimum treatment. End treatments shall be approved by the county engineer and shown on the plans.
- (6) All crossline drainage culverts shall be located in natural drainage areas or depressions, and shall terminate in a dedicated drainage easement no less than 20 feet wide.
- (7) Junction boxes of an approved type will be constructed at all points where the line of pipe changes course or direction ten degrees or more and at proper intervals along the line of pipe.
- (8) A means of access to inlet and outlet points of drainage structures and appurtenances must be provided and shown on the plans. Oconee County shall not be held liable for flood damage outside recorded drainage easements.
- (9) Exits for surface water in sideline ditches shall comply with the standards put forth in the following table:

Table—Surface Water Exit Intervals

Road Grade	Maximum Exit Interval
0—2 percent	800 feet
2.1—4 percent	700 feet
4.1—6 percent	600 feet
6.1—8 percent	500 feet
8.1—10 percent	400 feet
10.1—12 percent	300 feet
More than 12 percent	200 feet

(10) Exit intervals for surface water along curb and gutter roads, also known as catch basin spacing, shall be designed to limit the spread to seven feet from the face of curb. The two-year design storm shall be the basis for determining the stormwater runoff. In no case shall the spacing exceed 800. Special attention should be used designing exits at cul-de-sacs, to prevent overtopping the curb and catch basin.

(q) Sidewalks/trails will be allowed in the private right of way. Sidewalks/trail material and placement will be determined based on the development's need for pedestrian traffic with in the PDD. The sidewalks will be maintained by the Developer or its successors and assigns, subject to reimbursement by residents and individual lot owners of the Gardiner Group, LLC Planned Development.

Sec. 26-4. - Commercial and industrial roads and streets.

- (a) In addition to residential road requirements set forth, the following standards shall apply to commercial and industrial roads.
- (1) Right-of-ways and road widths. The following right-of-way and road widths are established:
 - a. Right-of-way: Minimum width is 66 feet.
 - b. Roadway width: Width is 24 feet with 12-foot lanes plus two-foot valley gutters or six-inch high curbing and two-foot concrete valley on each side.
 - (2) Grades.
 - a. The minimum grade shall not be less than one percent and the maximum shall not be more than seven percent.
 - b. All proposed street grades, when intersecting an existing street or highway, shall be constructed so as to meet the same horizontal grade at the existing intersection and shall have an elevation for a distance of 30 feet equal to the curb line grade of the existing street to which the proposed connection is being made. All proposed street connections to existing streets or highways having existing sidewalks crossing their intersection alignment shall be constructed by removal of the sidewalk to the new proposed curb radii.
 - (3) Horizontal (circular) curves. Where a deflection angle of more than five degrees in the alignment of the street occurs, the right-of-way shall be curved. The minimum horizontal radius of curvature at the centerline of the proposed street right-of-way shall not be less than 250 feet.
 - (4) Vertical (crest-sag) curves. Changes in vertical grade shall be connected by vertical curves of minimum length equal to 25 times the sum of both approaching grades stated in percent of grade. Example: A five percent slope upward meeting a four percent slope downward requires a curve length of $9 \times 25 = 225$ feet.
 - (5) Intersecting roads and road offsets.
 - a. Intersecting roads. Industrial/commercial roads shall be laid out so as to intersect as nearly as possible at right angles and no road shall intersect any other road at an angle less than 80 degrees.
 - b. Road offsets. Where there is an offset in the alignment of a road across an intersection, the offset of the centerline shall be not less than 200 feet.

- (6) Cul-de-sacs. The circular right-of-way radius shall be 66 feet and paved turning circle with the same center point and a radius of 50 feet is required.
- (7) Temperature and weather restrictions on asphalt paving work.
 - a. No hot mix surfacing work shall be performed on wet surface, or when the temperature is below 45 degrees Fahrenheit in the shade and falling, or when weather conditions are otherwise unfavorable. Unless approved in writing by the county engineer, no surface treatment of a road planned by the owner/developer for acceptance into the county road system shall be begun before March 15 of each year. Unless approved in writing the county engineer, no hot mix surface treatment of a road planned by the owner/developer for acceptance into the county road system shall be done after October 15.
 - b. The mixture shall be delivered to the spreader at a temperature between 225 degrees Fahrenheit and 325 degrees Fahrenheit and except for sand asphalt mixture for base course construction, within 30 degrees Fahrenheit of the temperature at the plant.

Sec. 26-5. - Road upgrades.

(a) Upgrade of existing county roads.

- (1) Roads owned and/or maintained by the county shall be listed on a road maintenance plan maintained by the county road department. Any road not meeting the current standards for public roads as adopted by the county shall be identified. Those roads that do not meet the current county standards and are in the primary development areas identified on the county future land use map shall be placed on the priority upgrade list. A rating system shall be used to prioritize the roads on the priority upgrade list, with those roads receiving the highest score having the highest priority. Until the county future land use map is amended in 2009, primary development areas shall include those areas identified in the comprehensive plan defined as residential areas and transitional growth areas.
- (2) Roads on the priority upgrade list shall be upgraded in such a manner as to account for the current and projected traffic levels. These projections shall be based upon the best information available and anticipate changes occurring over the next 25-year period.
- (3) The following rating factors shall be used in determining the priority upgrade list:
 - a. Condition and width of driving surface;
 - b. Existing hazards;
 - c. Right-of way acquisition; and
 - d. Current and projected traffic levels.

- (4) County roads (whether paved or gravel) that are located outside the primary development areas as identified in the county future land use map may be placed on the priority upgrade list based on the recommendation of the county engineer and the agreement of the council's transportation committee.
 - (5) The county engineer shall review all roads within the county road system on an annual basis and make recommendations to the county planning commission regarding changes to the priority upgrade list. The planning commission shall review the priority upgrade list on an annual basis and make recommendations to county council for changes to the list. The county engineer shall estimate a projected completion date for all roads on the Priority Upgrade List. The county engineer shall update the projected completion date on an annual basis. The county engineer shall consider available funding sources in making these completion projections.
 - (6) In the event that a developer/subdivider is required to upgrade a county road in the primary development area, in accordance with section 26-5(b) of this article, the county and the developer/subdivider shall enter into a reimbursement agreement. The reimbursement agreement shall allow the developer/subdivider to receive reimbursement for the total cost of upgrading the road to the minimum county road standard. The cost of upgrading a county road may include the cost of right-of-way acquisition and the moving of existing utilities. The cost of upgrading the road shall not include the upgrade of utilities within the road right-of-way. The source for reimbursement shall be from rollback taxes, if any, and the incremental tax increase of property resulting from New Development accessed by the upgraded road. The reimbursement agreement shall include not more than ten percent of any rollback taxes on the property to be developed and such percentage of said incremental tax increase sufficient to allow the developer/subdivider to receive reimbursement for his/her/its total cost in upgrading the road over a period of time not to exceed ten years from the date that the county approves the final plat and the plat is recorded. Any reimbursement agreement shall only include the county portion of any rollback tax or incremental tax increase.
 - (7) A developer/subdivider who is planning a development that will impact a county road in such a way that the road classification will change, and said road is already scheduled to be upgraded by the county within the next five years, according to the Priority Upgrade List, may be assigned a higher priority on the Priority Upgrade List by agreeing to allocate ten percent of the proposed development for affordable housing or provide the same amount of affordable housing in another location in the county. Affordable housing provided in this section shall be of the same type of construction (ex. stick built, modular, etc.) as the new development.
- (b) Impact on existing roads system. In order for the county to approve a subdivision site plan, a subdivision plat or a building permit for a subdivision project, the county road or network of county roads that serve said proposed development must be adequate to accommodate any increase in traffic resulting from said proposed development. For all developments consisting of more than ten dwelling units, the developer/subdivider shall submit a traffic impact/road capacity study demonstrating the impact of traffic upon any county road servicing the subdivision, either directly or indirectly. The extent of the study shall be determined by the county engineer on a case by case basis. The traffic impact/road capacity study shall be reviewed by the county planning director and the county engineer. In the event that the county planning director and the county engineer determine that the subdivision will increase the average daily traffic (ADT) on a county road to the extent that said road will need to be upgraded to safely accommodate the

increase in traffic, improvements to the road must be made in accordance with the road classification set forth in the definitions section of the land development and subdivision regulations ordinance (Ordinance 2008-20 [as codified in chapter 32, article VI, §§ 32-211—32-226]). The developer/subdivider shall be responsible for all costs (including right-of-way acquisition) necessary to upgrade the road.

(c) Criteria for road improvement projects.

- (1) A minimum of 50 feet of right-of-way is required for the entire road.
- (2) Utilities must not be located, to the extent practicable, beneath the road surface (excluding sanitary sewer).
- (3) A minimum of 50 feet radius of right-of-way is required for the purpose of constructing an appropriate turnaround for improvements projects along terminating roads.
- (4) Road improvement projects to match existing county standards, to the extent practicable.

The above criteria shall apply to paved and unpaved road improvement projects. From time to time, council may need to waive the above requirements on a case-by-case basis.

(d) Scoring gravel roads.

- (1) A trip generation prediction will be calculated with data collection and other methods outlined by the Institute of Transportation Engineers.
- (2) ADT (Modeled or Measured Average Daily Trips) will be combined with safety Parameters as follows:

Slope or grade	X 20 points
Intersection	X 20 points
Width	X 20 points
No Cul-de-sac	X 20 points
Alignment	X 20 points

- (3) ADT and safety parameters will be the primary factors in scoring gravel roads.
- (4) For example, if traffic counts were measured to be 480 ADT; and the slope exceeded 12 percent, it was 20 feet, and had no cul-de-sac the score would equal $480 + 60 = 540$.

Sec. 26-6. - Acceptance of roads into county road system.

The following provisions shall apply to the construction of any road intended for future acceptance into the county road system.

- (1) No road shall be accepted by the county for maintenance and incorporated within the county road system unless the same be shown and delineated upon a plat of survey duly recorded in the office of the county Register of Deeds.
- (2) A construction plan with sufficient detail, including a cross section of the proposed road, shall be submitted to the county engineer prior to commencement of construction. No construction shall commence unless the plan has been approved by the county engineer.
- (3) A deed granting a right-of-way as specified in this article shall be tendered to the county by the property owner/developer before a road shall be accepted into the county road system. Upon acceptance of such deed or right-of-way by the county, the owner/developer shall be notified in writing of the fact of such acceptance, and the same writing shall constitute an agreement on the part of the county to maintain and incorporate the said road into its system. The the county administrator shall accept or deny the proffered deed or right-of-way for the county upon receipt of certification by the county engineer that said road has been constructed in accordance with the regulations set forth in this article.
- (4) Prior to acceptance by the county for maintenance and incorporation within the county road system, all roads shall meet all road construction standards set forth in this article.
- (5) No road shall be accepted into the county road system until the surface is treated in a manner and using such materials as approved by the county engineer. The county engineer shall furnish specification requirements upon request. The county engineer shall be notified by the developer/owner prior to the commencement of any construction, and shall be given periodic progress reports and periodic inspection reports as specified by the county engineer. Such progress and inspection reports are to include notification of the ending and planned commencement of construction intervals or phases. The county engineer shall certify in writing to county council that the road to be accepted into the county road system has been constructed in accordance with the regulations set forth in this article. A copy of the certification shall be sent to the county administrator.
- (6) The county may accept a road as a county road through the creation of a special tax district, a legislatively created administration division of the county whereby resident freeholders fund, through the collection of uniform fees included on the annual property tax bill, upgrades to existing private roads in order for such roads to meet the standards of and for the purpose of acceptance into the county road system.
- (7) No expenditures of any public funds shall be made on any road or right-of-way, which has not been accepted as a county road.
- (8) The roadway must connect to at least one federal, state, county, or municipal roadway.
- (9) The county administrator is hereby authorized to accept roads and rights-of-way on behalf of county.

Sec. 26-7. - Regulating the use of county roads.

- (a) Connection to, or easements or rights-of-way on county roads. Notwithstanding any other provision of this Code, all connections to county roads, whether temporary or permanent, such as, without limitation, driveway cuts, logging or construction cuts, roadway intersections, and every other form of connection, must be approved in writing, in advance of any such connection, temporary or permanent, by the county engineer, in accordance with subsection 26-3(e)(10) hereof.

The county may only authorize encroachments or grant easements or rights-of-way, for any purpose, on those county roads for which it owns the right to do so, such as on rights-of-way deeded to the county in fee simple title. For other roads, such as those for which the county owns less than fee simple title, such as roads for which the county has only prescriptive easements, the county may only grant encroachments, easements, and rights-of-way consistent with its interests. Any encroachment, easement or right-of-way granted by the county on a county road must be approved in writing by the county engineer after making a full investigation of the matter and considering all factors, including the applicant's needs, as well as the needs of the county, including, without limitation, good engineering standards, the need to maintain county rights-of-way and keep them open, the convenience of the traveling public, and other similar professional considerations. If the county engineer approves such encroachments, easements, or rights-of-way, the easements or rights-of-way may only be granted by county council, by ordinance, following a public hearing as a conveyance of interests in real property. The county engineer may approve encroachments properly undertaken in accordance with this chapter.

- (b) Work on county right-of-way. Property owners adjoining the county road right-of-way may request that the county perform work within the right-of-way to install new driveway aprons, mailbox turnouts, and/or culverts within the county maintained right-of-way. The county, at its sole discretion, may elect to perform such work on a first pay, first scheduled, time-available basis. If the county performs such work, the property owner shall pay 2.5 times the material costs to cover the material cost and labor for said project. The property owner shall sign a hold harmless agreement releasing the county from any liability associated with said work, in advance of scheduling the project. If the county constructs such driveway aprons, mailbox turnout, or culverts within the county right-of-way, such work will be maintained by the county as a part of the county road system from that point.

The county engineer, or his designee will provide a nonbinding, cost estimate for the material cost of the project. Special services or equipment needed to complete the job will be billed as invoiced by the contractor or vendor providing the special service or equipment.

- (c) Drainage.

- (1) Property owners adjoining the road right-of-way may request that the county perform work to assist the property owner with a drainage problem. The county may, at its sole discretion, construct berms, swales and/or ditches, or install pipe along the county maintained road right-of-way. The property owner shall pay 2.5 times the material costs to cover the material cost and labor for said project. The property owner shall sign a hold harmless agreement releasing the county from any liability associated with future drainage problems, in advance of the county considering and scheduling such project. Such projects will be scheduled, if at all, on a first pay, first scheduled, time-available basis and will be maintained by the county, as a part of the county road system from that point.
- (2) The county engineer or his designee, will provide a cost estimate for the material costs of the project. Special services or equipment needed to complete the job will be billed as invoiced by the contractor or vendor providing the special service or equipment.

- (3) The county cannot assist in any drainage matter outside of the road right-of-way, and may only perform work within the county right-of-way.
- (4) No property owner or any other person shall modify any drainage in any manner that affects a county road without the written approval, in advance, of the county engineer.

(d) Damages.

- (1) Any person, entity or utility that engages in an activity which causes damage to a county road or road structure shall be responsible for repairing said county road or road structure to SCDOT standard specifications for highway construction. This does not include normal wear and tear to a road caused by normal use of said road.
- (2) Any person driving, operating or moving any vehicle, object or contrivance upon any county road or road structure shall be liable for any damage which road or structure may sustain as a result of dragging, scraping, breaking or any other damage done to said road or structure. Any such persons will also be liable to the county for the cost of such injury or damage.

(e) Encroachment.

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

Oconee County Council shall, from time to time, approve the county's encroachment permit policy, including, without limitation, the policy itself, as well as the encroachment permit application form, and the schedule of fees for the application of the policy. The initial encroachment permit policy, encroachment permit application form, and fee schedule are attached as exhibits to this section, and are hereby approved. For minor nonsubstantive revisions, the county, acting by and through the county council, may revise the policy, application form, or fees, as it desires, in the future by simple resolution of county council, and may include the fees schedule in the schedule of departmental fees that is contained in a proviso in the annual county budget

ordinance. More substantial, and all substantive revisions to policy, application form, and fees must be revised by county council ordinance, including, without limitation, the annual county budget ordinance.

- (2) Upon completing the permitted activity, the applicant shall restore the county maintained road and/or right-of-way to its original condition (except for any permanent alteration approved by county permit, and through a county-granted right-of-way or easement), insuring that all repairs conform to the requirements contained in the SCDOT standard specifications for highway construction and the encroachment permit policy. Eighteen months after the permitted activity is satisfactorily completed, the security shall be returned to the applicant provided the county engineer, upon final inspection, approves the repair. If the county engineer deems the repair to be unacceptable, the security shall be retained by the county and used to properly repair and restore the road and/or right-of-way to its original condition. Once the road and/or right-of-way has been properly repaired, any excess security will be returned to the applicant, it being understood that, in one form or another, all costs of encroachment upon, or any alteration of a county maintained road or right-of-way shall be borne by the applicant.
 - (3) Driveway aprons and mailbox turnouts abutting county maintained roads are encroachments, subject to the provisions of this section, and will be the responsibility of the property owner, as to construction and maintenance, subject to the provisions of subsection 26-7(b), and subject to the caveat that if the county constructs or manages a road project, driveway aprons and mailbox turnouts may be part of the project, subject to the terms of such subsection 26-7(b).
 - (4) Violation of the encroachment permit policy is a violation of this Code and is punishable by civil fine of \$500.00/day/violation. Each and every day of a continuing violation shall be deemed a new and separate offense. Failure to pay any civil fine levied hereunder shall constitute a violation of this Code and shall be punished in accordance with section 1-7, hereof.
- (f) Road safety.
- (1) All persons shall park vehicles and equipment at least three feet from the edge of the driving surface on all roads. Parked vehicles and equipment shall not block ditches and swales or in any way inhibit drainage.
 - (2) No person shall place any type of material within three feet of the driving surface.
 - (3) No person shall place a sign on a road in the county that will restrict visibility or inhibit sight lines of drivers.
 - (4) Signs (other than these regulated by state or federal law, such as political signs) remaining in place for more than seven days on county roads, will require an encroachment permit from the county road department.
- (g) Inspections. A developer/owner or any other affected entity shall notify the county engineer at least 48 hours prior to any requested inspection required by this chapter for public or private roads. Inspection fees, for such inspections, shall be established by resolution, ordinance or other official act of county council from time to time, and must be paid, in full, before the county will finally accept the road(s) in question. All such fees, once paid, shall be maintained by the county in a separate account used only for the road inspection program of the county, and will only be in such amount(s) as will be sufficient to maintain such program. Work done prior to inspection is done at the contractor's and owner's own risk and may, upon decision of the county engineer or designee, be required to be removed and redone or have the quality substantiated by any tests deemed necessary, all at the contractor's and/or owner's sole expense. Inspections shall be required for the following:
- (1) At the completion of clearing and grubbing operations;

- (2) At the completion of rough grading;
 - (3) At the completion of all utility construction along road right-of-way (including but not limited to water, sewer, electrical);
 - (4) At the completion of subgrade;
 - (5) After installation and compaction of base course;
 - (6) During all pavement applications; and
 - (7) At final acceptance inspection.
- (h) Penalties. Failure to comply with any of the requirements of this article constitutes a misdemeanor and shall be punishable as set forth in section 1-7. In addition, in the event that the county must file a civil suit in order to enforce its rights under this article, the county shall be entitled to reasonable attorney's fees.

Editor's note— The Oconee County Roads and Bridges Department Encroachment Permit Application and Policy are incorporated herein by reference as if fully set out at length. A copy is on file and available for inspection at the offices of the county.

Sec. 26-8. - Variance from road standards.

- (a) Any variance from these road standards shall be consistent with the intent of this article, and shall be approved in writing by the board of zoning appeals. Any person or entity requesting a variance from road standards shall submit a written request for a variance to the planning director of the county. A variance can only be granted for actions to take place in the future. No variance may be granted for past actions.
- (b) Prior to scheduling a variance hearing before the board of zoning appeals, the person or entity requesting said variance shall work with the county planning department and the county road department in an effort to eliminate or minimize the need for a variance. After reasonable efforts and no other solution can be reached, a hearing shall be scheduled before the board of zoning appeals. The county staff shall submit written reports to the board of zoning appeals setting forth the county regulation in question, the efforts made to remedy the situation, and a recommendation setting forth the county's position regarding the variance. These written reports shall be submitted to the person or entity requesting the variance at least five days before the variance hearing.
- (c) Notice of the variance hearing shall be provided by first-class mail to the person or entity requesting the variance at least 15 days prior to the hearing. Notice of the hearing shall also be published in a newspaper of general circulation in the county at least 15 days before the hearing.
- (d) Any party may be represented by counsel. Any person or entity that would be directly impacted by the granting or denial of the variance may participate as a party in the hearing, provided notice of intent is submitted in writing to planning department at least seven days prior to the hearing. The planning department shall immediately notify all other parties of the new party's participation. The county may support or oppose the variance request or be neutral.
- (e) The board shall make the initial determination concerning the variance request and may consider any and all evidence it deems relevant concerning the variance issue. The paramount issue for all variance requests shall be the reasonable safety of the road

under the proposed circumstances. If the board concludes that a safe road can be constructed without strict application of the regulations set forth in this article or other county ordinances and policies, the board may then consider issues such as the cost of right-of-way acquisition, placement of utilities, and unusual circumstances in determining whether to grant a variance. The board should use reasonable discretion in its decision making.

- (f) A person or entity whose request for a variance has been denied by the board may appeal the board's decision to the transportation committee of the county council.

Sec. 26-9. - Road closure and abandonment.

- (a) Prior to any request for abandonment and closure of an Oconee County public road being brought before county council, county staff, including, without limitation, the Oconee County Roads and Bridges Department, will conduct a thorough investigation, adequate to determine: whether the road in question is, or ever has been, a county road; whether the road still is a county road; whether the road is still in general public use or has been practically abandoned; whether the county has any documentation relating to the status of the road, such as a dedication of right-of-way or easement, or a deed, or whether such road was subject to a prescriptive easement or easement by usage; whether there is any other information which would assist county council in determining whether the best interests of the Oconee County public will be served by consenting to the abandonment and closure of the road in question or by not so consenting. As a part of the investigatory process addressed herein, the Oconee County Roads and Bridges Department will post, adjacent to the road in question, a sign, marked so as to be as conspicuous as possible, prominently providing notice that the road, or portion thereof abutting the sign, is proposed for abandonment and closure, soliciting citizen comments concerning such proposed abandonment and closure, and providing notice of address and telephone number at the Oconee County Public Works Department to which concerned citizens may forward comments concerning such proposed abandonment and closure.
- (b) Following the investigation referred to in paragraph 1, supra, county staff will make a recommendation to the Transportation Committee of Oconee County Council, which, in turn, will make a recommendation to Oconee County Council as to whether the request for abandonment and closure should be honored or not, and provide the results of the staff investigation to county council

for its use and final determination whether the county will consent to such abandonment and closure. Included with the recommendation will be any public comments received and the recommendation(s) of county staff and the transportation committee.

- (c) County council shall then, in public meeting, make a determination as to whether the request for abandonment and closure should be consented to by the County, acting by and through county council, and shall signify its decision by motion, if such decision be negative, and shall signify its decision by resolution of county council, if such decision be positive.
- (d) If county council consents to the abandonment and closure of a county public road, as addressed herein, the resolution of county council consenting to such abandonment and closure shall state, with particularity, the road, or section thereof, to be closed; the basis for county council's decision to consent to the abandonment and closure of the road; and the absolute requirement that, prior to the road, or portion thereof, in question being closed, the primary private party(ies) in interest (unless the county, itself, is the party requesting the road closure, in which case the county will be the primary party in interest to comply with this section) shall fully comply with all applicable law, including, without limitation, S.C. Code 1976, § 57-9-10, as amended, and shall provide all required notice and service of process. Only upon the meeting of such conditions and the fulfillment of such procedures will the county council consent to such abandonment and closure be considered final, and that shall be stated in such resolution.

Sec. 26-10. - Legal provisions.

- (a) These regulations expressed in this article shall be considered as the minimum provisions for the protection of the health, safety, economy, good order, appearance, convenience, and welfare of the general public.
- (b) Conflict with other laws, ordinances, or regulations. Whenever the requirements made under authority of these regulations impose higher standards than are required in any statute or local ordinance or regulation, provisions of these regulations shall govern. Whenever the provisions of any other statute or local ordinance or regulation impose higher standards than are required by these regulations, the provisions of such statute or local ordinance or regulations shall apply.

Sec. 26-11. - Identify roads in the county road system.

- (a) Purpose. The purpose of this section is to establish the criteria, method and means of identification of all roads making up and comprising the Oconee County (the "county") road and highway system (the "county road system") and to discontinue from the county road system those streets, roads and highways found by the county to be useless and unnecessary for the convenience and necessity of the general public. Nothing herein shall be deemed to amend, alter, or revoke, in any regard section 26-6 of the Oconee County Code of Ordinances (the "Code of Ordinances"), relating to the acceptance of roads into the county road system, nor any other section of chapter 26 of the Code of Ordinances, except as explicitly addressed herein.
- (b) Oconee County road map. The county department that currently maintains the Geographic Information System (the "GIS") of the county shall maintain in its office a map of the county and such other records as may be deemed necessary or convenient showing the location and number of each roadway within the county which is a part of the county road system (the "county map"). On the direction of the Oconee County Council, in accordance with policy established by the Oconee County Council and actions of the

Oconee County Council, the public works director shall request the county department that maintains the GIS to make such additions and deletions of road and highway sections upon such county map, as may be necessary to keep such county map current as conclusive evidence of the existence of a county road or highway. The public works director shall review such additions and deletions of road and highway sections, made through the GIS, to such county map for accuracy and shall inform the county administrator that such county map has been updated appropriately. At such time, the county administrator shall inform the county council that such county map has been updated as directed by county council. Where practical, written rights-of-way shall be obtained on roads and highways maintained by the county. Provided, however, recognizing that many roadways presently a part of the county road system have been acquired by prescriptive right or use, written easements or deeds of right-of-way shall not be necessary to conclusively establish the existence of a county road. All newly-constructed county roads, including subdivision roads, shall become a part of the county road system only in accordance with section 26-6, hereof, and only when granted by written instrument, either by deed or dedication on plats of subdivisions duly filed in the office of the clerk of court which are formally accepted by the administrator of the county, pursuant to policy established by the Oconee County Council.

Notwithstanding any other provision of this section, it shall not be necessary to notify the Oconee County Council when merely the name of an existing county road or highway section, which is currently included in the county road system, as evidenced by the inclusion of the road or highway section in the county map, is changed on the county map in accordance with existing county policy and procedures, to keep such county map current.

(c) Findings of fact. The Oconee County Council, by this section, declares the following findings of fact:

- (1) An attempt has been made and will continue to be made to identify all roadways located in the county which are useful and necessary for the traveling public and have been designated and treated by the county as county roads; and
- (2) Such roadways have been maintained by the county since at least January 1, 1981, or have been dedicated to and accepted by the county in accordance with then-current county policies as county roads; and
- (3) There exist many roadways which were formerly maintained by the county, upon which maintenance is no longer required by reason of disuse or which were maintained by the county under circumstances possibly contrary to the statutory law of this state, none of which have ever been accepted by the county as county roads or designated as such in accordance with then-current county policies.

(d) Official roads; discontinuance of all other roads as Oconee County roads. Based upon the continuing findings of fact of the Oconee County Council set out by subsection (c) hereof, the official road and highway system of Oconee County shall include only the following roads as Oconee County roads:

- (1) Those unpaved roads or highways continuously maintained by county equipment as duly authorized by the administrator (or his/her predecessor) of the county since January 1, 1981, and thereafter, and treated as and called county roads; and
- (2) Those roadways, streets or highways accepted into the county road system since January 1, 1981, by reason of and in accordance with the provisions of the Code of Ordinances pertaining to non-subdivision roads, including newly-constructed roads, and subdivision roads; and
- (3) All paved or asphalted roads running in and through the county other than roads and highways of the state and federal highway systems, and roads designated on the county records as "private roads", upon receipt of evidence satisfactory to the county

administrator and public works director that such road(s) are, in fact, public roads of the county, including, without limitation, through proof of dedication to public use and acceptance by the county, or by proof of continuous use and maintenance as public roads by the county for the period of time as statutorily required by Section 15-67-210, et seq., of the Code of Laws of South Carolina, 1976, or successor legislation, as amended, to establish adverse possession, or other good and sufficient proof; provided, however, any portion of a paved road which has been barricaded or blocked because of the construction of Lakes Keowee, Hartwell or Jocassee shall not be considered part of the county road system from the point of the blockade and shall not be maintained by the county. Upon the identification of any such "orphaned" sections of roads which were previously county roads, actions shall be initiated by the county pursuant to Section 57-9-10, et seq., of the Code of Laws of South Carolina, 1976, as amended, to make such orphaned parts be judicially closed and abandoned and title thereto vested as dedicated by the courts.

Notwithstanding any other provision of this section and upon recommendation of the administrator or the Oconee County Council, on a case-by-case, specific basis, and only for good and sufficient cause shown, of record, any other road may be declared by the Oconee County Council to be a part of the county road system.

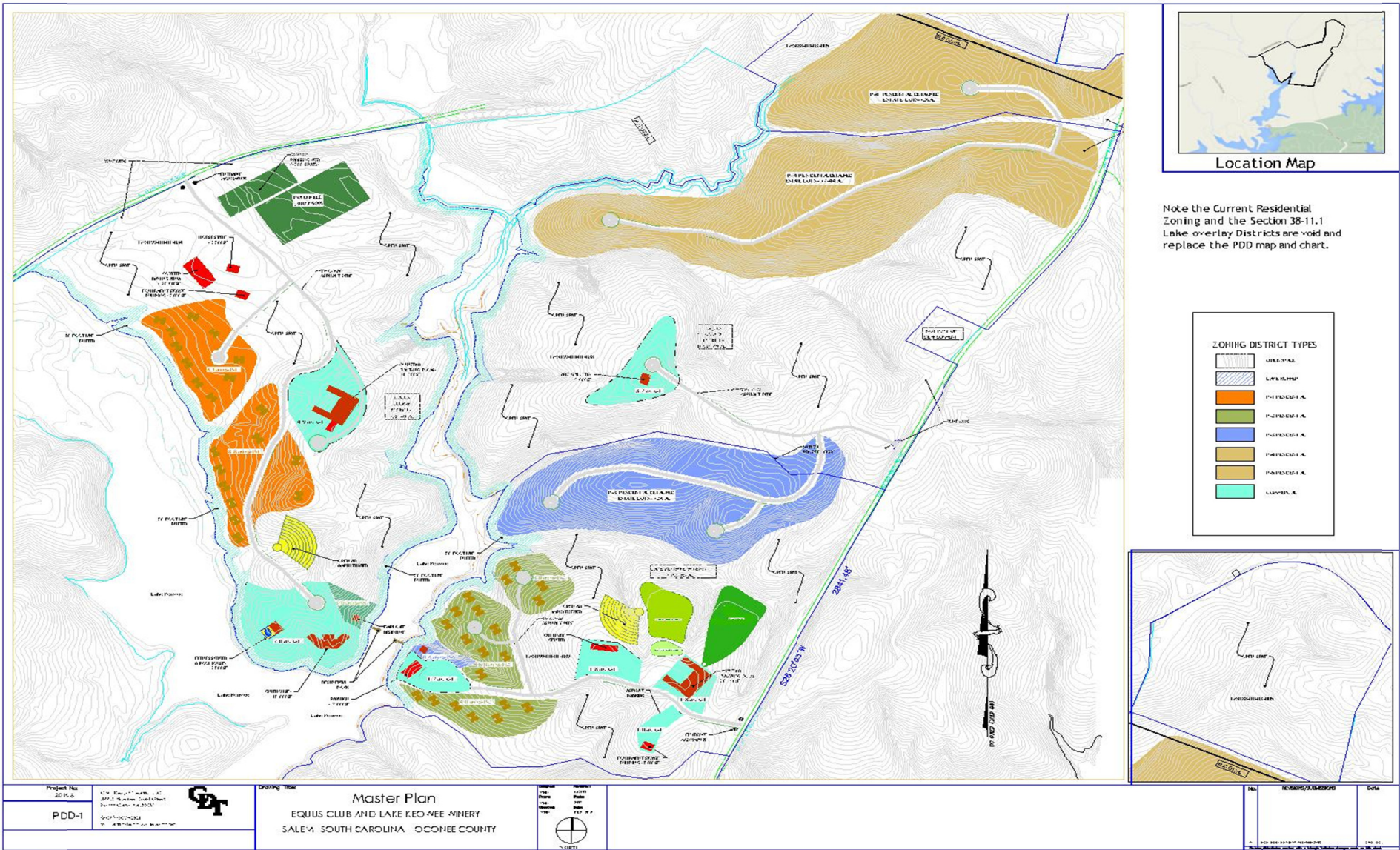
No other roads are part of the county road system, nor shall they be part of the county road system without dedication to public use and acceptance by the county in strict accord with the Code of Ordinances. Only roads that are part of the county road system in accordance with this section shall be reflected on the county map as county roads.

- (e) Status of abandoned state highways and roads within municipalities. Notwithstanding the provisions of Section 57-5-120 of the Code of Laws of South Carolina, 1976, as amended, any section of the state highway system so abandoned outside the limits of any municipality located in the county shall not become a part of the county road system unless specifically accepted by the county as a county road or highway and the abandonment of such road or highway by the State of South Carolina shall be prima facie evidence that the same is useless and not necessary or convenient for use by the public of the county. By appropriate action, however, the county may accept and incorporate any such abandoned roadway into its county road system, at the Oconee County Council's sole discretion, and in accordance with this chapter.

In the event a county municipality's boundaries are expanded, through annexation or other such action, and such expanded boundaries then encompass or include any part of a road that has previously been maintained by the county and incorporated as a county road into the county road system, as evidenced by such road's inclusion in the county map, the municipality whose expanded boundaries then encompass such road portion shall be solely and exclusively responsible for all maintenance, of whatever kind, of such road portion in accordance with Section 5-27-110 et seq., of the Code of Laws of South Carolina, 1976, as amended. Such road portion, only (not the remainder of the road which is not annexed), shall be removed from the county road system and the county map, in accordance with the guidelines and procedures set forth in this chapter, and such road portion shall henceforth be a road of that municipality and shall no longer be a county road.

Appendix F

PDD Master Plan District Map



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Appendix G: PDD Master Plan District Map (see larger copy of Map attached to PDD Document)

Appendix H

PDD Land Use, Zoning, and Allowable Uses

Appendix H (continued)

Total Project

For all Tracts (088 00 03 005,099 00 01 034,099 00 01 039,099 00 01 038, and 099 00 01 037)= 437.532 acres

Open Space & Agriculture	PDD-District Allowed Uses	See required totals at bottom	Acres total for PDD (see note 3)	PDD ratio	Status	
	Forest (see note 3)				to be determined	
	Lake Buffer		17.2		<div style="border: 1px solid black; padding: 5px;"> based on conceptual layout may vary in size </div>	
	Walking trails		20.0			
	Horse Riding trails		6.0			
	Pasture open & fenced		50.0			
	Farm to Table Garden		1.0			
	Vineyards (see note 3)					to be determined
	Ponds		2.0			
	Barns/Stables		3.0			
	Outdoor Amphitheater		2.0			
	Sculpture Garden		5.0			
	Sheds		2.0			
	Indoor & Outdoor Riding Rinks		1.0			
	Polo Field and grass parking		10.0			
	Open Air Chapel on one acre		1.0			based on conceptual layout may vary in size
	Golf Event hole and Fairway		3.0		based on conceptual layout may vary in size	
	Planned uses total=		123.2	71.7%	the calculated percentage may never be less than 15 percent	
	Required	15.00%	65.6	317.9	Open space is the total acres minus residential, Commercial, and roads	

Total Project

For all Tracts (088 00 03 005,099 00 01 034,099 00 01 039,099 00 01 038, and 099 00 01 037)= 437.532 acres

Appendix H (continued)

Commercial district	<u>PDD-District Allowed Uses</u>	See required totals at bottom	Planned Areas (see note 3)	PDD ratio	Status
	Private Winery, Tasting rooms, Wine cave, parking, Distribution and other warehouses		4.9		based on conceptual layout may vary in size
	Public Winery, Tasting rooms, Wine cave, parking, Distribution and other warehouses		2.8		
	Private Club House Fitness Center , Pool, and parking		7		
	Event Center and parking		1.7		
	Art Gallery and parking		3.7		
	Cooking School, Dining, and parking		1.8		based on conceptual layout may vary in size
	Planned uses total=		21.9	5.00%	the calculated percentage may never be less than 5 percent
	Required	5.00%	21.9		

Zoning Notes:

- 1 The areas zoned for residential are shown based on the current conceptual plan. The locations can change. The percentage can not change. All changes must be approved by Planning staff.
- 2 Impervious Surface Ratio(s) (ISR) will be calculated during the design and permitting phase of each area of construction and submitted to the Planning staff.
- 3 The planned zoning uses can change in type and size if approved by planning staff. The required percentage for the entire development must met the minimum. The Forest and Agriculture land areas and uses will be base on best management practices for forestry and agriculture.
- 4 The Average Daily Traffic Count will be based on the approved Master Plan and the design for the area served by the road. The road class may change to meet the requirements. Planning staff level review and approval is required.

OCONEE COUNTY PLANNING COMMISSION

415 South Pine Street - Walhalla, SC



TEL (864) 638-4218 FAX (864) 638-4168

Date: October 13, 2015

To: County Council

From: Planning Commission

Re: Recommendations regarding Ordinance 2015-28

During a regular meeting on October 12, 2015, the Planning Commission voted, unanimously, to recommend that County Council take second reading in title only of Ordinance 2015-28, as presented to the Planning Commission.

Please let me know if you have any questions.

Respectfully,

A handwritten signature in black ink, appearing to read "Joshua A. Stephens".

Joshua A Stephens

Deputy Director of Community Development

STATE OF SOUTH CAROLINA
OCONEE COUNTY
ORDINANCE 2015-32

AUTHORIZING THE SALE BY OCONEE COUNTY OF CERTAIN REAL PROPERTY AND IMPROVEMENTS THEREON AND THE GRANT BY THE COUNTY OF CERTAIN EASEMENTS AFFECTING REAL PROPERTY, OWNED BY THE COUNTY AND LOCATED IN THE CITY OF WALHALLA, SOUTH CAROLINA, TO HISTORIC OCONEE COURTHOUSE LLC (THE "COMPANY"); AUTHORIZING THE EXECUTION AND DELIVERY OF AN AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY AND ONE OR MORE EASEMENT AGREEMENTS TO BE ENTERED INTO BY AND BETWEEN THE COUNTY AND THE COMPANY; AUTHORIZING THE EXECUTION AND DELIVERY OF ONE OR MORE INCENTIVE AGREEMENTS BY AND BETWEEN THE COUNTY AND THE COMPANY FOR THE PURPOSES OF MAKING AVAILABLE TO THE COMPANY CERTAIN PROJECT INFRASTRUCTURE GRANT FUNDS AND CERTAIN SPECIAL SOURCE REVENUE CREDITS; AUTHORIZING, RATIFYING AND AFFIRMING ALL PRIOR ACTS OF OCONEE COUNTY AND ITS OFFICERS AND ELECTED OFFICIALS WITH REGARD TO THE FOREGOING; AUTHORIZING THE EXECUTION AND DELIVERY OF ANY AND ALL DOCUMENTS, INSTRUMENTS OR CERTIFICATES NECESSARY OR DESIRABLE TO ACCOMPLISH THE FOREGOING; AND OTHER MATTERS RELATED THERETO.

Section 1. Findings and Determinations. The County Council of Oconee County, South Carolina (the "County Council") hereby finds and determines as follows:

(a) Oconee County, South Carolina (the "County") is a political subdivision of the State of South Carolina (the "State") and as such has all powers granted to counties by the Constitution and the general law of the State.

(b) The County, acting by and through the County Council, is authorized and empowered to make and execute contracts of the type hereinafter described and to acquire, sell, lease or otherwise dispose of real property pursuant to S.C. Code Ann. § 4-9-30.

(c) The County is authorized by Article VIII, Section 13 of the Constitution and Section 4-1-170 of the Act (collectively, the "Park Act"), to enter into agreements with one or more contiguous counties for the creation and operation of one or more joint-county industrial and business parks ("Parks").

(d) The County acting by and through its County Council is authorized and empowered under and pursuant to the provisions of Sections 4-1-175 and 4-29-68 of the Code of Laws of South Carolina, 1976, as amended (collectively, the "Credit Act") to grant credits against payments of fees-in-lieu of taxes ("FILOT") received and retained under the Park Act to

offset qualifying infrastructure related expenditures pursuant to the Credit Act (“Special Source Revenue Credits”).

(e) There is located at the intersection of Main Street and South Church Street in the County and in the City of Walhalla, South Carolina (the “City”), certain property with improvements thereon, fee simple title to which is currently held by the County (the “Property”), said Property having formerly served as the County Courthouse and having County TMS#: 500-15-13-001.

(f) The Property is one of historic value and significance to the County, and of such prominence as to have a significant impact on the surrounding community. The structure located on the Property is falling into a state of disrepair and is in need of rehabilitation to protect against future damage from the elements, and Historic Oconee Courthouse LLC, a South Carolina limited liability company (the “Company”), is willing to proceed with such rehabilitation of the Property pending the negotiation and execution of the Agreements, subject to certain conditions.

(g) The County has previously sought proposals for rehabilitation and redevelopment work on the Property from any interested developers or parties through a request for proposals submitted in accordance with County ordinances, code and regulations, and received no responsive, responsible proposals to such request. The Company is considering acquiring the Property and developing thereon, through rehabilitation of existing structures and new construction, hotel, office, restaurant and/or retail space (the “Project”), which will result in the investment of not less than Two Million \$2,000,000.00 Dollars.

(h) Based on currently available information: (i) the ultimate goal of the Project is to encourage capital investment, diversification of the tax base through creation of new taxable property, and the creation of jobs in the County; (ii) the citizens of the County will be the primary beneficiaries of the expected capital investment and job creation generated by the Project; (iii) the benefits represented by the Project are not speculative; and (iv) the public interest is likely to be served to a substantial degree through the expected capital investment, creation of jobs, the expansion and diversification of the tax base by third party commercial investors.

(i) As an inducement for the Project, the County has determined to provide certain incentives (the “Incentives”), including but not limited to, the following:

(i) conveyance of the Property to the Company by limited warranty deed in accordance with the terms of an Agreement for the Purchase and Sale of Real Property (the “Purchase Agreement”) in substantially the form attached hereto as Exhibit A, and the grant of certain easement rights over and across real property owned by the County adjoining or in close proximity to the Property for ingress, egress and parking, as may be necessary or beneficial to the Project, as is contemplated by the terms of the Purchase Agreement;

(ii) pending the receipt of the consent of the City required under the Park Act, the establishment of a Park and addition of the Property and the Project to such Park pursuant

to a separate ordinance of the County and an Agreement for Development of Joint County Industrial and Business Park (the "Park Agreement") to be entered into by and between the County and one or more adjoining partner counties;

(iii) pending the establishment of the Park as described in (ii) above, the provision of an annual Special Source Revenue Credit (the "Credit") to the Company against FILOT paid or to be paid by the Company with respect to personal property comprising part of the Project in the Park in each of the first five years that FILOT are paid for the Project in the Park, the amount of which Credit in each of such five years shall be the amount necessary to reduce the FILOT for personal property owned by the Company comprising part of the Project in the Park to not more than \$2,000, all in accordance with the terms of a Special Source Credit Agreement (the "Credit Agreement") to be entered into by and between the County and the Company in substantially the form attached as Exhibit B hereto;

(v) a grant of funds in the amount of \$500,000 from the County to the Company for the benefit of the Project, the terms and conditions of which are set forth in a grant agreement attached hereto as Exhibit C ("Project Grant Agreement"), provided that the Company's performance of its obligations under the Grant Agreement shall be secured by a mortgage of the Property to be made and given by the Company to and for the benefit of the County; and

(vi) the provision of additional incentives to be further set forth in the Purchase Agreement, Credit Agreement and Project Grant Agreement, or other ancillary agreements that the parties deem appropriate (collectively, "Incentive Documents").

Section 2. Authorization to Execute and Deliver Incentive Documents. The Chairman of the County Council and the County Administrator together, or either of them acting alone, shall be and hereby are authorized and directed to execute the Incentive Documents in the forms attached hereto, or with such changes that are not materially adverse to the County as the Chairman of County Council and/or the County Administrator, as applicable, upon advice of counsel, may approve. Notwithstanding the foregoing, the Park Agreement and the Credit Agreement shall not be executed or become effective until all requisite consent and action of the City has been obtained and taken in accordance with the provisions of the Park Act and the form of the Park Agreement has been specifically authorized by separate ordinance of the County and the applicable partner county or counties.

Section 3. Easement Agreements. As contemplated by the Purchase Agreement, the Chairman of County Council and the County Administrator shall be and hereby are authorized to execute and deliver one or more easement agreements to be entered into by and between the County and the Company, for purposes of establishing ingress and egress rights and other rights, as between the County and the Company and their respective successors and assigns with respect to the Property and any adjoining or nearby parcel of real property owned by the County which may be impacted by, or the use of which may be beneficial to, the Project. Any such easement agreement(s) shall be in such form and contain such terms and provisions as may be deemed

necessary or desirable by the Chairman of County Council and the County Administrator, with advice of the County Attorney.

Section 4. Prior and Future Acts. The County Council hereby ratifies all prior actions of the County Administrator and County Attorney with respect to the Project, consistent herewith, and authorizes the Chairman of the County Council, the County Administrator, other County staff, and the County Attorney, along with any designees and agents who any of these officials deems necessary and proper, in the name of and on behalf of the County (each an "Authorized Individual"), to take whatever further actions, and enter into whatever further agreements, as any Authorized Individual deems to be reasonably necessary and prudent to effect the intent of this Ordinance and the Incentive Agreements and acts authorized hereby, and induce the Company to undertake the Project.

Section 5. General Repeal; Amendment of Budget and Budget Ordinance. All ordinances, resolutions and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. The budget of the County, and Ordinance No. 2015-01 of the County approving such budget, are hereby amended to provide for appropriation of funds to be provided to the Company under the Grant Agreement.

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

Done and enacted by the County Council of Oconee County, South Carolina, and effective as of this ____ day of _____, 2015.

OCONEE COUNTY, SOUTH CAROLINA

Wayne McCall, Chairman, County Council
Oconee County, South Carolina

(SEAL)

ATTEST:

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

First Reading: October 6, 2015
Second Reading: October 20, 2015
Public Hearing: _____, 2015
Third Reading: _____, 2015

Exhibit A

Form of Purchase Agreement

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

THIS AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY, made and entered into as of this ____ day of _____, 2015 (“Effective Date”), by and between **OCONEE COUNTY, SOUTH CAROLINA**, a body corporate and politic existing under the laws of the State of South Carolina (“Seller”), and **HISTORIC OCONEE COURTHOUSE LLC**, a South Carolina limited liability company (“Purchaser”).

RECITALS

A. Seller is the owner and holder of fee simple title in and to that certain piece, parcel or lot of land (“Land”) located in the City of Walhalla, Oconee County, South Carolina, consisting of approximately 0.847 acres and being more fully shown and described as “+/- 0.847 Acres” on that certain survey of Stephen R. Edwards & Associates, Inc. entitled, “Survey for Oconee County,” dated December 4, 2012, a copy of which is attached as Exhibit A hereto and by reference made a part hereof;

B. Purchaser desires to purchase the Property (as described below) for the purpose of constructing and operating a mixed use commercial Project (as defined below), substantially in accordance with Section 12 below, thereon; and

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

AGREEMENT

1. SALE OF PROPERTY.

1.1. Property. For and in consideration of **TEN AND 00/100 DOLLARS (\$10.00)** (“Purchase Price”), receipt of which is hereby acknowledged, and the mutual covenants and agreements contained herein, Seller agrees to sell and convey all of Seller’s right, title and interest in and to the property described below (“Property”) to Purchaser, and Purchaser agrees to purchase the same from Seller, pursuant to the terms and conditions set forth herein.

1.2. Description of Property. Except as otherwise explicitly stated herein, the Property shall consist of:

(a) The Land;

(b) All rights, privileges and easements appurtenant to the Land, including all rights, rights-of-way, roadways, roadbeds, and reversions (“Appurtenant Rights”);

(c) All improvements, including buildings, on or within the Land ("Improvements"); and

(d) All personal property remaining on the Property or within the Improvements as of the Closing. Seller shall be responsible for removing any personal property it does not wish to convey to Purchaser hereunder prior to Closing.

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

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

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

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

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

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

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

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

2.8. No Defaults. Neither the execution of this Agreement nor the consummation of the conveyance of the Property to Purchaser:

- (a) Conflict with, or result in a breach of, the terms, conditions, or provisions of, or constitute a default under, any agreement or instrument to which Seller is a party;
- (b) Constitute a violation of any applicable code, resolution, law, statute, regulation, ordinance, rule, judgment, decree or order;
- (c) Result in the acceleration of any mortgage or note pertaining to the Property or the cancellation of any contract or lease pertaining to the Property; or
- (d) Result in the creation of any lien, charge or encumbrance upon any of the properties or assets to be sold or assigned to Purchaser pursuant to the provisions of this Agreement, other than the Second Mortgage (as defined below).

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

2.10. Further Acts of Seller. On or before the Closing, Seller will do, make, execute and deliver all such additional and further acts, deeds, instruments and documents as may be reasonably required by Purchaser or Purchaser's title insurance company to vest in and assure to Purchaser marketable and insurable title in or to the Property. Notwithstanding the foregoing, Seller shall not be required to execute any document, including any title insurance affidavit, containing any provision purporting to bind Seller to indemnify, or otherwise pay the costs, expenses or damages of, any other person or entity for any reason, except to the extent appropriation has been made therefor by the County Council of Seller in the fiscal year of Seller in which such costs, expenses or damages are to be paid

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

EXPRESSLY SET FORTH IN THIS AGREEMENT. THIS PROVISION SHALL SURVIVE CLOSING.

3. CONDITIONS PRECEDENT TO PURCHASER'S OBLIGATIONS.

3.1. Purchaser's Review Period. Purchaser shall have a period (the "Review Period") commencing on the date hereof and expiring three hundred (300) days thereafter to do the following, each of which shall be a condition precedent to Purchaser's obligations hereunder:

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

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

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

(d) To obtain such assurances or approvals from the appropriate governmental authorities as Purchaser deems necessary in relation to Purchaser's intended use of the Property, or the environmental condition of the Property and approvals from the South Carolina Department of Archives and the US Department of Interior/National Park Service of the Purchaser's rehabilitation plans for the property. In connection therewith, within Ten (10) days from the Date of this Agreement, Seller shall deliver or make available to Purchaser true and correct copies of all contracts, leases, documents, agreements or other information which affect the use, condition (including environmental condition), operation or ownership of the Property. For avoidance of doubt, and without limitation of the foregoing, Seller shall, within the ten (10) day period described above, provide to Purchaser all environmental and engineering studies, including structural

engineering studies, soil sampling, economic impact and viability studies, within its possession or control.

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

3.3. Status of Title. At Closing (as defined below) Seller shall deliver the Closing Documents (as such term is defined below) to Purchaser as provided by Section 7.2 below, and shall be capable of conveying, and the Closing Documents will purport to convey, good and marketable fee simple title to the Property to Purchaser subject only to such title exceptions as may be acceptable to Purchaser or Purchaser's lender, such acceptance to be deemed given with respect to matters of record not objected to by Purchaser in writing during the Review Period. Seller shall not create, cause or permit any encumbrance, impairment or transfer of title to the Property, other than as specifically provided herein. Notwithstanding the foregoing provisions or other provision of this Agreement, Seller shall have no obligation to cure, have the Property released from or terminate any encumbrance on, impairment of, or lien against the Property, whether or not caused by Purchaser or related to Purchaser's activity on or use of the Property.

3.4. Seller's Environmental Investigation. Seller intends to have performed certain environmental testing and/or investigation of the Property, and to pay for such testing and/or investigation directly using grant funds made available by Seller ("Grant Funds") pursuant to that certain Project Grant Agreement entered into, or to be entered into, by and between Seller and Purchaser in connection with certain development of the Property through rehabilitation of existing structures and new construction thereon. Any such environmental testing and/or investigation to be paid for by Seller ordered by Seller and performed by environmental engineers or consultants selected by Seller in its sole discretion but after reasonable consultation and input from Purchaser, and all resulting reports shall be addressed, to and for the benefit of, Seller; provided, however, that Seller will request that all reports generated as a result of such environmental testing and/or investigation be addressed or prepared in such a way that they may also be provided to and relied upon by Purchaser.

4. ADDITIONAL CONDITIONS PRECEDENT.

4.1. Access Easements. The parties hereto acknowledge that certain easements over and across property owned by Seller which abuts or is located near the Property for ingress to and egress from the Property may be necessary for the intended use of the Property by Purchaser, its tenants, employees, contractors and invitees; and the Parties further acknowledge that easements over and across the Property for ingress to and egress from certain property of Seller may be necessary for the continued use and benefit of such property of Seller following the conveyance of the Property to Purchaser contemplated under this Agreement. The parties hereto agree to negotiate such easement rights in good faith. It shall be a condition precedent to Purchaser's obligation hereunder to purchase the Property that satisfactory ingress to and egress from the Property, all as determined by Purchaser in its commercially reasonable discretion, shall be available to the Property upon Closing, whether through easements granted by Seller at Closing or otherwise. It shall be a condition precedent to Seller's obligation hereunder to sell the Property that satisfactory ingress to and egress from the property owned by Seller adjoining the Property, as determined by Seller in its

commercially reasonable discretion, shall be available to such property owned by Seller upon Closing, whether through easements over and across the Property granted by Purchaser at Closing or otherwise. Any grant of easement or easement agreement shall be in such form and substance as may be mutually agreeable to the parties, and shall be substantially in a form approved by ordinance of Seller's County Council, with such changes as may be permitted by the terms of such ordinance.

4.2. Other Agreements. This Agreement is entered into in connection with: (i) that certain Grant Agreement entered into, or to be entered into, by and between Seller and Purchaser (the "Grant Agreement"); (ii) that certain Special Source Revenue Credit Agreement (the "SSRC Agreement") entered into, or to be entered into, by and between Seller and Purchaser; and (iii) a Mortgage, Security Agreement and Fixture Filing (the "Second Mortgage") to be granted by Purchaser in favor of Seller, creating a first, or if required by Purchaser's lender, a second priority lien against the Property and securing Purchaser's obligations under the Grant Agreement. It shall be a condition precedent to Purchaser's obligation to purchase the Property hereunder that the Grant Agreement and SSRC Agreement be executed and delivered by Seller to Purchaser at or prior to Closing in such form and substance as may be mutually agreeable to Seller and Purchaser. It shall be a condition precedent to Seller's obligation hereunder to convey the Property to Purchaser that the Grant Agreement, SSRC Agreement and Second Mortgage be executed and delivered by Purchaser to Seller at or prior to Closing in such form and substance as may be mutually agreeable to Seller and Purchaser. A breach or default by Purchaser under the terms and provisions of the Grant Agreement, the SSRC Agreement or the Second Mortgage shall constitute and be a violation or breach of this Agreement.

4.3. Project Funding. It shall be a condition precedent to Seller's obligation to convey the Property to Purchaser under this Agreement that Purchaser provide to Seller evidence satisfactory to Seller in its sole discretion that adequate funding or financing is available, or will be available upon or following Closing, to allow Purchaser to complete the Project on or before the date which is two (2) years following the Closing.

5. **CLOSING.** The purchase and sale contemplated hereunder shall be consummated at the closing (referred to herein as the "Closing") which shall take place no later than the date which is three hundred (300) days following the Effective Date. The Closing shall take place at the offices of Purchaser's counsel set forth below, or at such other place as may be mutually agreeable to the parties hereto.

Offices of Purchaser's Counsel:

Robert B. Lewis
Rogers, Lewis, Jackson, Mann & Quinn, LLC
1330 Lady Street, Suite 400
Columbia, SC 29201

6. **PRO-RATED ITEMS AND ADJUSTMENTS.** Purchaser shall pay for the title insurance premiums due in connection with the issuance of Purchaser's owner's title insurance policy, if any, and for the cost of any survey (other than the Survey attached as Exhibit A hereto, which has been paid for by Seller) of the Property prepared at Purchaser's request. Seller shall pay for the preparation of the deed, all deed recording fees (formerly known as documentary tax stamps), and intangible taxes assessed with respect to the deed conveying title to the Property to Purchaser and any withholding taxes required by the South Carolina Department of Revenue.

Purchaser and Seller shall each pay their own legal fees related to the transaction contemplated hereby. All rents, if any, shall be prorated as of the date of Closing. All other costs of Closing shall be paid by Seller or Purchaser in accordance with local real estate customs. All real estate taxes for the Property shall be prorated as of the date of Closing. The adjustments and prorations required under this Agreement shall be computed as of the date of Closing and the cash portion of the purchase price paid to Seller hereunder shall be adjusted to reflect such prorations. In the event accurate prorations or other adjustments cannot be made at Closing because of the lack of necessary information, the parties shall prorate on the best available information, subject to prompt adjustment upon the receipt of the necessary information.

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

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

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

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

- (a) An executed limited warranty deed, satisfactory in form and substance to Purchaser or Purchaser's title insurance company, conveying good and marketable fee simple title to the Property, free and clear of all liens, encumbrances, easements, and restrictions except as may be permitted under this Agreement;
- (b) An executed Owner's Affidavit, lien waiver, and or other agreements (not to include provisions requiring indemnification by Seller) and affidavits satisfactory for the purpose of removing the "standard" exceptions from Purchaser's Owner's Title Insurance Policy for the Property;
- (c) The Grant Agreement and SSRC Agreement executed by Seller in such form and substance as may be mutually agreeable to Seller and Purchaser, and substantially in the respective forms approved by ordinance of Seller's County Council, with such changes as may be permitted by the terms of such ordinance; and
- (d) Such executed easement agreement(s), if any, as may be mutually agreeable to Seller and Purchaser for ingress, egress and parking on, over and across property owned by Seller for the benefit of the Property. Such easement agreement(s)

shall be substantially in a form approved by ordinance of Seller's County Council, with such changes as may be permitted by the terms of such ordinance.

8. PURCHASER'S DELIVERIES AT CLOSING. At Closing, Purchaser shall deliver to Seller the executed Grant Agreement, SSRC Agreement, Second Mortgage and any easement agreement agreed upon pursuant to the provisions of Section 4.1 above, all in form and substance mutually agreeable to Seller and Purchaser, and substantially in the forms approved by ordinance of Seller's County Council, with such changes as may be permitted by the terms of such ordinance.

9. CONDEMNATION OR CASUALTY LOSS. In the event of condemnation or receipt of notice of condemnation or taking of any part of the Property by governmental authority prior to the Closing, or any material casualty loss to the Property prior to Closing, Purchaser, at its option, shall have the right to terminate this Agreement. After Closing, all risk of loss due to condemnation or casualty shall lie with Purchaser. Purchaser may insure whatever insurable interests it may have in the Property or improvements thereon at any time.

10. COMMISSIONS.

10.1. Real Estate Commission. Seller and Purchaser represent and warrant to each other that no brokerage fees or real estate commissions are or shall be due or owing in connection with this transaction or in any way with respect to the Property.

11. DEFAULT.

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

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

12. REHABILITATION AND DEVELOPMENT OF PROPERTY. Purchaser acknowledges and agrees that this Agreement is being entered into with the expectation that Purchaser develop on the Property, through rehabilitation of existing structures and new construction, hotel, office, restaurant and/or retail space substantially in accordance with the project description and site plan attached as Exhibit B hereto (the "Project"). Purchaser hereby covenants and agrees that it will complete such rehabilitation and construction of the Project,

substantially in accordance with the project description and site plan attached as Exhibit B hereto, on or before the date which is two (2) years following the Closing, and acknowledges that its agreement to so rehabilitate and construct the Project on the Property by such date is a material term of this Agreement and a material inducement to Seller's agreement to convey the Property to Purchaser under this Agreement.

13. MISCELLANEOUS

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

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

13.3. Survival. Except as otherwise expressly provided herein, it is the express intention and agreement of the parties to this Agreement that all covenants, agreements, statements, representations and warranties made by Purchaser in this Agreement (which shall be deemed to include the matters and information disclosed in any of the Exhibits attached hereto or in any document or instrument delivered by Seller pursuant to the provisions of this Agreement or at or in connection with the Closing), including, without limitation, the specific agreement for the Purchaser to rehabilitate and construct the Project, shall survive the Closing; and the representations and warranties of Seller under Article 2 above shall survive for one (1) year following the Closing.

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

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

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

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

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

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

- (a) If to Purchaser:

Historic Oconee Courthouse LLC
Attn.: Thomas E. Markovich
309 Rochester Highway
Seneca, South Carolina 29672

With a Copy to:

Robert B. Lewis
Rogers Lewis Jackson Mann & Quinn
1330 Lady Street, Suite 400
Columbia, SC 29201
Phone: (803) 256-1268
Facsimile: (803) 252-3653
rlewis@rogerslewis.com

(b) If to Seller:

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

With a copy to:

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

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

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

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

[execution page follows]

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

WITNESSES:

SELLER:

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Its: _____

PURCHASER:

HISTORIC OCONEE COURTHOUSE LLC

By: _____
Its: _____

Exhibit A
Survey of Property

[see attached]

Exhibit B
Project Description and Site Plan

[see attached]

Exhibit B

Form of Special Source Credit Agreement

SPECIAL SOURCE CREDIT AGREEMENT

THIS SPECIAL SOURCE CREDIT AGREEMENT, dated as of _____ (this "Agreement"), between OCONEE COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina (the "County"), and HISTORIC OCONEE COURTHOUSE LLC, a limited liability company organized and existing under the laws of the State of South Carolina (the "Company").

WITNESSETH:

WHEREAS, the County, acting by and through its County Council (the "County Council"), is authorized by Sections 4-1-175 and 4-29-68 of the Code of Laws of South Carolina, 1976, as amended, to provide a credit against or payment derived from the revenues received and retained by the County from a payment in lieu of taxes pursuant to Section 13 of Article VIII of the South Carolina Constitution and Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended, for the purpose of paying the cost of designing, acquiring, constructing, improving, or expanding, among other things: (a) the infrastructure serving the issuer or the project, and (b) for improved or unimproved real estate and personal property including machinery and equipment used in the operation of a manufacturing or commercial enterprise, which property is determined by the County to enhance the economic development of the County;

WHEREAS, the Company has determined that it intends to acquire, renovate, construct and equip certain real property, buildings, improvements, apparatus, machinery, equipment, furnishings, fixtures and materials for the operation of a hotel, office, restaurant and/or retail facility (the "Project") within the County and the City of Walhalla, South Carolina (the "City");

WHEREAS, pursuant to ordinances enacted or to be enacted by the County and the Partner County (as defined below), and subject to approval or consent of the City, the County and the Partner County have established or will establish a joint-county industrial and business park (hereinafter defined as, the "Park") by entering into an Agreement for the Development of a Joint County Industrial and Business Park (hereinafter defined as, the "Park Agreement"), pursuant to the provisions of Article VIII, Section 13 of the South Carolina Constitution and § 4-1-170 of the Code of Laws of South Carolina, 1976, as amended;

WHEREAS, the property on which the Project is to be located is or will be included within the boundaries of the Park;

WHEREAS, in connection with the Park Agreement, the Company or other owners of the Project property located within the Park are obligated to make or cause to be made payments in

lieu of taxes to the County (hereinafter defined as, the "Park Fees") in the total amount equivalent to the *ad valorem* property taxes that would have been due and payable but for the location of the Project property within the Park; and

WHEREAS, subject to the approval or consent of the City, the County has agreed to provide special source credits to the Company in order to reimburse the Company for a portion of the costs incurred by the Company to acquire and construct certain Infrastructure (as defined herein) in the manner and upon the terms provided herein:

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

ARTICLE I

DEFINITIONS

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

"Act" shall mean, collectively, Title 4, Chapter 29, and Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended, and all future acts amendatory thereof.

"Agreement" shall mean this Agreement, as the same may be amended, modified or supplemented in accordance with the terms hereof.

"City" shall mean the City of Walhalla, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina.

"Company" shall mean Historic Oconee Courthouse LLC, a South Carolina limited liability company, and its respective successors and assigns.

"Cost" or "Cost of the Infrastructure" means the cost of infrastructure as referred to in Section 4-29-68 of the Code of Laws of South Carolina, 1976, as amended, including, but not limited to, the reasonable cost of designing, acquiring, constructing, improving or expanding the Infrastructure, whether incurred prior to or after the date of this Agreement and including, without limitation, (a) design, engineering and legal fees associated with the Infrastructure; (b) obligations reasonably incurred for labor, materials and other expenses to builders and materialmen in connection with the acquisition, construction, and installation of the Infrastructure; (c) the reasonable cost of construction bonds and of insurance of all kinds that may be required or necessary during the course of construction and installation of the Infrastructure, which is not paid by the contractor or contractors or otherwise provided for; (d) the reasonable expenses for test borings, surveys, test and pilot operations, estimates, plans and specifications and preliminary investigations therefor, and for supervising construction, as well

as for the performance of all other duties required by or reasonably necessary in connection with the acquisition, construction, and installation of the Infrastructure; (e) legal, architectural or historic consultant fees associated with the application to and approvals by the South Carolina Department of Archives and History and the US Department of Interior/National Park Service of the Purchasers Part I and Part II Application for listing of the property in the National Register of Historic Places and approval of Purchaser's rehabilitation plan for the property and (f) all other reasonable costs which shall be required under the terms of any contract for the acquisition, construction, and installation of the Infrastructure, including but not limited to legal expenses incurred in connection with this Agreement and the transactions related thereto.

"County" shall mean Oconee County, South Carolina.

"County Council" shall mean the Oconee County Council, being the governing body of the County.

"Event of Default" shall mean any of the occurrences described in Section 5.01 hereof.

"Infrastructure" shall have the meaning assigned by Section 4-29-68 of the Code of Laws of South Carolina, 1976, as amended, and shall include, without limitation, (a) infrastructure serving the County or the Project, and (b) improved or unimproved real estate and personal property including machinery and equipment used in the operation of the Project, to the maximum extent permitted by the Act, as amended by Act 290 of the 2009-2010 Session of the South Carolina General Assembly.

"Ordinance" shall mean Ordinance No. ____ - ____ enacted by the County Council on _____, 2015 authorizing the execution and delivery of this Agreement.

"Minimum Investment" shall have the meaning set forth for such term in Section 2.04 hereof.

"Park" shall mean the Joint-County Industrial and Business Park established pursuant to the Park Agreement.

"Park Agreement" shall mean the Agreement for the Development of a Joint County Industrial and Business Park entered into, or to be entered into, between the County and the Partner County, subject to the approval or consent of the City, as such agreement may be amended or supplemented from time to time.

"Park Fees" shall mean, in any tax year, payments in lieu of taxes received and retained by the County, in accordance with the terms of the Park Agreement.

"Partner County" shall mean a county adjoining the County with which the Park is established by the County pursuant to the Park Agreement.

“Project” shall mean the land, buildings, machinery, equipment, furnishings, structures, fixtures, appurtenances and other materials acquired, renovated or constructed by the Company for the purpose of operating a hotel, office, restaurant and retail facility in the County.

“Special Source Credit” shall mean the special source credit set forth in Section 3.02 hereof against the Company’s Park Fees for the Project as authorized by the Act to reimburse the Company for a portion of the Cost of the Infrastructure.

“State” shall mean the State of South Carolina.

“Threshold Date” shall have the meaning given such term in Section 2.04 hereof.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

SECTION 2.01. Representations by the County. The County makes the following representations and covenants as the basis for the undertakings on its part herein contained:

(a) The County is a body politic and corporate and a political subdivision of the State, and is authorized and empowered by the provisions of the Act, subject to certain conditions and approvals, to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. By proper action by the County Council, the County has been duly authorized to execute and deliver this Agreement, and any and all agreements collateral thereto.

(b) The County proposes to reimburse the Company for a portion of the Cost of the Infrastructure for the purpose of promoting the economic development of the County. Pursuant to the Ordinance, the County Council has determined that the Infrastructure will enhance the economic development of the County.

(c) To the best of its knowledge, the County is not in violation of the provisions of the laws of the State, where any such violation would affect the validity or enforceability of this Agreement.

(d) To the best of its knowledge, the authorization, execution, and delivery of this Agreement, and the compliance by the County with the provisions hereof, will not conflict with or constitute a breach of, or a default under, any existing law, court or administrative regulation, decree, order or any provision of the Constitution or laws of the State relating to the establishment of the County or its affairs, or any agreement, mortgage, lease, or other instrument to which the County is subject or by which it is bound.

(e) To the best of its knowledge, the execution and delivery of this Agreement, the enactment of the Ordinance, and performance of the transactions contemplated hereby and thereby do not and will not, to the County’s knowledge, conflict with, or result in the violation or breach of, or constitute a default or require any consent under, or create any lien,

charge or encumbrance under the provisions of (i) the South Carolina Constitution or any law, rule, or regulation of any governmental authority, (ii) any agreement to which the County is a party, or (iii) any judgment, order, or decree to which the County is a party or by which it is bound; there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, or before or by any court, public body, or public board, known to the County which is pending or threatened challenging the creation, organization or existence of the County or its governing body or the power of the County to enter into the transactions contemplated hereby or wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or would affect the validity, or adversely affect the enforceability, of this Agreement, or any other agreement or instrument to which the County is a party and which is to be used in connection with or is contemplated by this Agreement, nor to the best of the knowledge of the County is there any basis therefor.

SECTION 2.02. Representations by the Company. The Company makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) The Company is a limited liability company duly organized, validly existing and in good standing under the laws of the State, has power to enter into this Agreement, and by proper corporate action has duly authorized the execution and delivery of this Agreement.

(b) This Agreement has been duly executed and delivered by the Company and constitutes the legal, valid, and binding obligation of the Company, enforceable in accordance with its terms except as enforcement thereof may be limited by bankruptcy, insolvency, or similar laws affecting the enforcement of creditors' rights generally.

(c) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement, will result in a material breach of any of the terms, conditions, or provisions of any corporate restriction or any agreement or instrument to which the Company is now a party or by which it is bound, or will constitute a default under any of the foregoing, or result in the creation or imposition of any lien, charge, or encumbrance of any nature whatsoever upon any of the property or assets of the Company, other than as may be created or permitted by this Agreement.

(d) The reimbursement to the Company of a portion of the Cost of the Infrastructure by the County has been instrumental in inducing the Company to undertake the Project in the County.

SECTION 2.03. Covenants of County.

(a) The County will at all times maintain its existence as a body politic and corporate and political subdivision of the State, and will use its best efforts to maintain, preserve, and renew all its rights, powers, privileges, and franchises; and it will comply with all valid acts, rules, regulations, orders, and directions of any legislative, executive, administrative, or judicial body applicable to this Agreement.

(b) The County covenants that it will from time to time and at the expense of the Company execute and deliver such further instruments and take such further actions as may be reasonable and as may be required to carry out the purpose of this Agreement; provided, however, that such instruments or actions shall never create or constitute an indebtedness of the County within the meaning of any state constitutional provision (other than the provisions of Article X, Section 14(10) of the South Carolina Constitution) or statutory limitation and shall never constitute or give rise to a pecuniary liability of the County or a charge against its general credit or taxing power or pledge the credit or taxing power of the State, or any other political subdivision of the State.

(c) Nothing in this agreement shall prohibit the Company from applying for any special property tax assessments to rehabilitated Historic Property as allowed by S.C. Code §4-9-195 as amended.

SECTION 2.04. Covenants of the Company. The Company will invest not less than \$ _____ in the Project (the "Minimum Investment") in connection with the Project on or prior to the date which is five (5) years after the last day of the property tax year in which any Infrastructure which comprises a portion of the Project is first placed in service (the "Threshold Date"). Investment by the Company in property which is exempt from *ad valorem* taxation and payments in lieu of taxes in the State shall not be included in calculating whether the Company has met the Minimum Investment. Additionally, to the extent that any of the Project property is comprised of property which has previously been subject to depreciation (prior to its location or relocation in the State) for purposes of calculating *ad valorem* taxes and payments in lieu of taxes applicable thereto, the depreciated value of such Project property at the time of its location or relocation in the State, rather than the original cost of such Project property, shall be included in calculating whether the Company has met the Minimum Investment.

ARTICLE III

SPECIAL SOURCE CREDITS

SECTION 3.01. Payment of Cost of the Infrastructure. The Company agrees to initially pay, or cause to be paid, all Cost of the Infrastructure as and when due. The Company agrees that, as of any date during the term of this Agreement, the cumulative dollar amount expended by the Company on Cost of the Infrastructure shall equal or exceed the cumulative dollar amount of the Special Source Credit received by the Company. Prior to the first year's Infrastructure Reimbursement Payment to be paid or credited to the Company, the Company shall certify to the County the cumulative total amount of Cost of the Infrastructure as of no later than December 31 of the prior year or, if the Company has elected a fiscal year ending on a date other than December 31, then as of no later than the last day of the Company's immediately preceding fiscal year. The form of such certification is attached hereto as Exhibit A. The Company shall re-certify the cumulative amount of Cost of the Infrastructure incurred by the Company if, in any year in which an Special Source Credit is to be received by the Company, the cumulative amount of Special Source Credits received by the Company will exceed the cumulative Cost of the Infrastructure as previously certified. If requested by the County, the Company shall provide the

County with receipts or other documentation substantiating the Costs of the Infrastructure, the form of such documentation to be in such form reasonably acceptable to the County.

Additionally, during the period in which Infrastructure Reimbursement Payments are to be made or credited to the Company under this Agreement, the Company shall annually certify as of December 31 (or, if the Company has elected a fiscal year ending on a date other than December 31, then as of the last day of the Company's fiscal year) the amount of investment in the Project (based on an income tax basis without regard to depreciation). If requested by the County, the Company shall provide the County with documentation substantiating the maintenance of capital investment in connection with the Project, the form of such documentation to be in such form reasonably acceptable to the County. To the extent that any of the investment in the Project referred to herein is comprised of property which has previously been subject to depreciation (prior to its location or relocation in the State) for purposes of calculating *ad valorem* taxes and payments in lieu of taxes applicable thereto, the depreciated value of such Project property at the time of its location or relocation in the State, rather than the original cost of such Project property, shall be the amount certified by the Company to the County.

SECTION 3.02. Special Source Credits.

(a) Provided that as of any date during the term of this Agreement the cumulative dollar amount expended by the Company on Cost of the Infrastructure shall equal or exceed the cumulative dollar amount of the Special Source Credits received by the Company, and further provided the Company has met its obligations under and is in compliance with the provisions of this Agreement, and subject to the maintenance requirements below, the County shall provide five (5) consecutive annual Special Source Credits to the Company derived from the Park Fees for the Project which shall be in an amount as necessary to reduce the Company's personal property tax liability in connection with the Project for such year to \$2,000. The first Special Source Credit shall be calculated as described above based on Park Fees for the property tax bill (or fee-in-lieu of tax bill) for the year immediately following the year in which personal property which comprises part of the Project is first placed in service. For purposes of illustration only, and without limitation of the foregoing or anything else contained herein, if personal property which comprises part of the Project is first placed in service in 2016, the first Special Source Credit shall be applied against the 2017 personal property tax bill (or fee-in-lieu of tax bill) to be paid by the Company on or before January 15, 2018 on behalf of the Project in the Park.

If the Company fails to make the Minimum Investment by the Threshold Date, the Company shall lose the benefit of the Special Source Credits provided for in this Agreement retroactively and prospectively, with re-payment and interest at the statutory rate for non-payment of *ad valorem* taxes due to the County on any previous Special Source Credits received by the Company pursuant to this Agreement. Any amounts due to the County by virtue of the retroactive application of this Subsection (a) shall be paid within 90 days following written notice thereof from the County to the Company.

In the event that the Company meets the Minimum Investment prior to the Threshold Date, but the Company's investment in the Project based on an income tax basis without regard

to depreciation falls below the Minimum Investment prior to the final Special Source Credit to be received by the Company, then the Company shall not be entitled to receive the Special Source Credit for any such year in which the Minimum Investment is not maintained. To the extent that any of the investment in Project property is comprised of property which has previously been subject to depreciation (prior to its location or relocation in the State) for purposes of calculating *ad valorem* taxes and payments in lieu of taxes applicable thereto, the depreciated value of such Project property at the time of its location or relocation in the State, rather than the original cost of such Project property, shall be included in calculating whether the Company has maintained the Minimum Investment.

(b) THIS AGREEMENT AND THE SPECIAL SOURCE CREDITS PROVIDED FOR HEREUNDER ARE LIMITED OBLIGATIONS OF THE COUNTY PROVIDED BY THE COUNTY SOLELY FROM THE PARK FEES RECEIVED FOR THE PROJECT IN THE PARK AND RETAINED BY THE COUNTY PURSUANT TO THE PARK 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 REIMBURSEMENT PAYMENTS.

(c) No breach by the County of this Agreement shall result in the imposition of any pecuniary liability upon the County or any charge upon its general credit or against its taxing power. The liability of the County under this Agreement or of any warranty herein included or for any breach or default by the County of any of the foregoing shall be limited solely and exclusively to the monetary amount of the benefit of the Special Source Credits to be received by the Company hereunder, if any. The County shall not be required to execute or perform any of its duties, obligations, powers, or covenants hereunder except to the extent of the Park Fees received and retained by the County.

SECTION 3.03. Personal Property. To the extent necessary to offset Special Source Credits, Infrastructure shall first be deemed to include real property, notwithstanding any presumptions otherwise provided by law. To the extent that Special Source Credits are utilized to reimburse the Company for its investment in personal property, including machinery and equipment, removal of such personal property shall be subject to the provisions of Section 4-29-68(A)(2)(ii) of the Code of Laws of South Carolina 1976, as amended, and any successor legislation.

ARTICLE IV

CONDITIONS AND COVENANTS

SECTION 4.01. Documents to be Provided by County. Prior to or simultaneously with the execution and delivery of this Agreement, the County shall provide to the Company:

(i) A copy of the Ordinance, duly certified by the Clerk to County Council under its corporate seal to have been duly enacted by the County and to be in full force and effect on the date of such certification; and

(ii) Such additional certificates (including appropriate no-litigation certificates and certified copies of ordinances, resolutions, or other proceedings adopted by the County), instruments or other documents as the Company may reasonably request.

SECTION 4.02. Assignment. The Company may not assign its rights in and to this Agreement without the prior written consent or subsequent ratification of the County.

ARTICLE V

DEFAULTS AND REMEDIES

SECTION 5.01. Events of Default.

(a) If the County shall fail duly and punctually to perform any covenant, condition, agreement or provision contained in this Agreement on the part of the County to be performed, which failure shall continue for a period of thirty (30) days after written notice by the Company specifying the failure and requesting that it be remedied is given to the County by first-class mail, the County shall be in default under this Agreement (an "Event of Default").

(b) If the Company or its successors and assigns shall fail duly and punctually to perform any covenant, condition, agreement or provision contained in this Agreement on the part of the Company to be performed, which failure shall continue for a period of thirty (30) days after written notice by the County specifying the failure and requesting that it be remedied is given to the Company or its successors and assigns by first-class mail, the Company or its successors and assigns shall be in default under this Agreement (an "Event of Default").

SECTION 5.02. Legal Proceedings. Upon the happening and continuance of any Event of Default, then and in every such case the non-defaulting party in its discretion may:

(a) by mandamus, or other suit, action, or proceeding at law or in equity, enforce all of its rights and require the defaulting party to carry out any agreements with or for its benefit and to perform its or their duties under the Act and this Agreement;

(b) bring suit upon this Agreement;

(c) by action or suit in equity require the defaulting party to account as if it were the trustee of an express trust for the non-defaulting party;

(d) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of the non-defaulting party's rights; or

(e) terminate this Agreement.

SECTION 5.03. Remedies Not Exclusive. No remedy in this Agreement conferred upon or reserved to the Company or the County is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

SECTION 5.04. Nonwaiver. No delay or omission of the Company or the County to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default, or an acquiescence therein; and every power and remedy given by this Article V to the Company or the County may be exercised from time to time and as often as may be deemed expedient.

ARTICLE VI

MISCELLANEOUS

SECTION 6.01. Successors and Assigns. All the covenants, stipulations, promises, and agreements in this Agreement contained, by or on behalf of, or for the benefit of, the County, shall bind or inure to the benefit of the successors of the County from time to time and any officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County, shall be transferred.

SECTION 6.02. Provisions of Agreement for Sole Benefit of County and Company. Except as in this Agreement otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any party other than the County and the Company any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the County and the Company.

SECTION 6.03. Severability. In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, the illegality or invalidity shall

IN WITNESS WHEREOF, Oconee County, South Carolina, has caused this Agreement to be executed by the County Administrator and attested by the Clerk to County Council, as of the day and year first above written.

OCONEE COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
County Administrator
Oconee County, South Carolina

ATTEST:

By: _____
Clerk to County Council
Oconee County, South Carolina

IN WITNESS WHEREOF, the undersigned duly authorized officer of Historic Oconee Courthouse LLC has caused this Agreement to be executed as of the day and year first above written.

HISTORIC OCONEE COURTHOUSE LLC

By: _____
Thomas E. Markovich
Its: Managing Member

WHEREAS, the County has previously received estimates in approximately the same amount as the proposed grant funding for demolition and removal of the current improvements on the Property, which demolition and removal would not provide any new investment on the Property site – and it is the combination of the savings of those demolition and removal costs and the addition to the tax base of the County and increased employment opportunities in the County reasonably expected from the proposed Project which are the public purposes to be served through the County use of the grant funding included herein;

NOW, THEREFORE, for valuable consideration and the mutual promises hereinafter set forth between the parties hereto, the legal sufficiency of which is hereby acknowledged by the parties, it is agreed as follows:

1. **Grant Funds**. Subject to the conditions and limitations set forth herein, the County agrees to provide a grant (the “Grant”) in the approximate amount of Five Hundred Thousand and No/100 Dollars (\$500,000.00) to be used to defray a portion of the cost of the Project. The Company agrees to expend Grant funds exclusively on costs of the Project, such costs not to include salaries or other compensation of members or employees of the Company or its affiliates.
2. **Disbursement of Grant Funds**. During the Review Period (as such term is defined under the Purchase Agreement) the County shall use a portion of the Grant funds described under Section 1 above to pay environmental engineering or other fees or costs associated with environmental assessments of the Property to be performed by the County under the Purchase Agreement. Subject to the conditions for disbursement set forth below, and after closing of the purchase of the Property by the Company (the “Closing”), Grant funds shall be disbursed as follows:
 - a. One half (1/2) of all Grant funds remaining after payment of the above referenced engineering assessment fees and costs shall be paid to the Company within five (5) business days of the County’s receipt of notice of issuance of the necessary building permit(s) for the commencement of construction of the Project by the City of Walhalla, South Carolina.
 - b. All Grant funds remaining after payment of Grant funds pursuant to a. above shall be paid to the Company within five (5) business days of the County’s receipt of notice of completion of the Project substantially in accordance with the project description and site plan attached as Exhibit A hereto and issuance of a certificate of occupancy for the Project.

Notwithstanding the foregoing or anything in this Agreement to the contrary, after Closing, and prior to disbursement of any Grant funds other than payments to third parties for environmental assessment costs and fees, the Company shall provide to the County evidence deemed sufficient by the County, in its sole discretion, that sufficient funding or financing to complete the Project, in substantial compliance with the project description and site plan attached as Exhibit A hereto on or before the date which is two (2) years following the date of Closing, is available to and in control of the Company.

3. **Repayment of Grant Funds.** Grant funds shall be repaid by the Company to the County as set forth below and upon such repayment County shall provide to Company a Satisfaction of Mortgage
- a. *Grant Funds Not Used.* Any Grant funds not used for activities authorized herein will be returned to the County immediately upon completion of the Project.
 - b. *Full Repayment of Grant Funds.* Without limitation of the foregoing, the Company shall be obligated to repay to the County the full amount of the Grant funds upon the earlier of:
 - i. the date which is fifteen (15) days following the date of the Company's receipt of written notice from the County of a breach or default by the Company of its obligations under this Grant Agreement, the Purchase Agreement, the Credit Agreement or any mortgage or security agreement securing the Company's obligations hereunder (the "Agreements") prior to completion of the Project substantially in accordance with the project description and site plan attached as Exhibit A hereto and issuance of a certificate of occupancy therefor; or
 - ii. the date which is three (3) years following the date of this Grant Agreement, in the event the Project has not been completed substantially in accordance with the project description and site plan attached as Exhibit A hereto and a certificate of occupancy issued therefor on or before such date.
 - c. *Partial Repayment of Grant Funds.* Without limitation of the foregoing, in the event that the Project is completed substantially in accordance with the project description and site plan attached as Exhibit A and a certificate of occupancy is issued therefor on or before the date which is two (2) years following the date of this Grant Agreement, thereafter the Company shall repay to the County the amount of One Hundred Eighty-Five Thousand and No/100 Dollars (\$185,000.00): only upon the occurrence of one of the following and the payment, if required, is to be made upon the earlier of:
 - i. the date on which the Property or the Project is sold or otherwise conveyed or leased by the Company to a third party without the prior written approval of such sale, conveyance or lease by the County. No such approval shall be required if such sale is made two (2) years following the date of the Grant Agreement and after a Certificate of Occupancy has been issued; or
 - ii. the date which is fifteen (15) days following the date of the Company's receipt of written notice from the County of a breach or default by the Company of its obligations under the Agreements.

4. Expenditure of Grant Funds. The Company shall provide to the County a detailed accounting of the expenditure of Grant funds at any time upon the request of the County Administrator or other County staff at the delegation of the County Administrator.
5. Assignment. Neither this Grant Agreement nor any of the rights or obligations created hereunder may be assigned by either party hereto without the prior written consent of the other party.
6. Cross Default. This Grant Agreement is entered into in connection with the Purchase Agreement and the Credit Agreement, and any default by the Company under either the Purchase Agreement or the Credit Agreement, or any default by the Company under any mortgage or security agreement securing the Company's obligations under this Grant Agreement, shall be a default under this Grant Agreement.
7. Notices. All notices, requests, consents and other communications hereunder shall be in writing and shall be personally delivered or mailed by First Class, Registered or Certified Mail, return receipt requested, postage prepaid, as follows:

If to Company:

Historic Oconee Courthouse LLC
Attn.: Thomas E. Markovich
309 Rochester Highway
Seneca, South Carolina 29672

With a Copy to:

Robert B. Lewis
Rogers Lewis Jackson Mann & Quinn
1330 Lady Street, Suite 400
Columbia, SC 29201

If to County:

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

With a copy to:

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

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

8. **Invalid Provisions.** In the event any one or more of the provisions contained in this Grant Agreement shall be for any reason held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Grant Agreement, and this Grant Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein.
9. **Time of Essence.** Both parties hereto specifically agree that time is of the essence to this Grant Agreement with respect to the performance of the obligation of the parties under this Grant Agreement.
10. **Governing Law.** This Grant Agreement shall be governed by and construed under the laws of the State of South Carolina.
11. **Headings.** The headings as used herein are for convenience or reference only and shall not be deemed to vary the content of this Grant Agreement or the covenants, agreements, representations, and warranties set forth herein or limit the provisions or scope of this Grant Agreement.
12. **Pronouns.** All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the person or entity may require.
13. **Binding Effect.** Without limitation of the provisions of this Grant Agreement limiting assignment, this Grant Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective, heirs, devisees, personal representatives, successors and assigns.
14. **Completeness; Modification.** This Grant Agreement constitutes the entire agreement between the parties hereto with respect to the transaction contemplated herein and it supersedes all prior discussions, undertakings or agreements between the parties. This Grant Agreement shall not be modified except by a written agreement executed by both parties.
15. **Counterparts.** To facilitate execution, this Grant Agreement may be executed in as many counterparts as may be deemed appropriate by the parties, all of which, together, shall comprise but one (1) and the same agreement.
16. **Findings of County Council.** The County, acting by and through the Oconee County Council (“County Council”), hereby adopts all of the statements of the preamble of this Grant Agreement as findings of County Council, justifying the public acts authorized hereby.

[execution page follows]

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

WITNESSES:

SELLER:

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Its: _____

PURCHASER:

HISTORIC OCONEE COURTHOUSE LLC

By: _____
Its: _____

Exhibit A

Site Plan

[see attached]

**STATE OF SOUTH CAROLINA
OCONEE COUNTY
ORDINANCE 2015-33**

AN ORDINANCE AMENDING OCONEE COUNTY ORDINANCE 2015-01 IN CERTAIN LIMITED REGARDS AND PARTICULARS ONLY, BY TRANSFERRING \$700,000 BETWEEN FUNDS AND BY AMENDING REVENUE NUMBERS TO REFLECT THAT TRANSFER AND THE ISSUANCE OF A GENERAL OBLIGATION BOND, AND AUTHORIZING THE PURCHASE OF CERTAIN REAL PROPERTY (PATILLO PURCHASE); AND OTHER MATTERS RELATED THERETO

WHEREAS, Oconee County (the “County”), South Carolina (the “State”), a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its governing body, the Oconee County Council (the “Council”), has previously adopted and enacted the capital and operating budget of the County for the County fiscal year beginning July 1, 2015, through the adoption and enactment of Oconee County Ordinance 2015-01 (“Ordinance 2015-01”); and

WHEREAS, certain events and needs have occurred, necessitating the amendment of Ordinance 2015-01 to reflect certain additional revenues (including, without limitation, from the issuance of a General Obligation bond of the County, and from additional tax revenues based on the final value of a mill in Oconee County), to reflect the expenditure of certain additional funds (including, without limitation, for the purchase of certain real property, authorized herein), and to reflect the transfers of certain funds based on the additional revenue and the additional expenditures, all of the foregoing including, without limitation: the receipt of additional revenue from a General Obligation bond and the use of the bond proceeds for certain specific purposes of the County, the transfer of \$700,000 from a County fund used for TriCounty Technical College for the purpose of purchasing certain property for use in conducting agriculturally related activities, reimbursement of a portion of the \$700,000 from the bond proceeds, receipt of additional tax revenue, and the appropriation of some or all of that new revenue to replace use of fund balance and/or other funding requirements of the County in the 2015-16 budget and tax year and to fund certain additional needs of the Oconee County Sheriff’s Office; and

WHEREAS, the County Council therefore desires to amend Oconee County Ordinance 2015-01 to achieve all of the foregoing.

NOW, THEREFORE, IT IS HEREBY ORDAINED by Oconee County Council in meeting duly assembled, that:

1. All of the contents of the preamble of this ordinance are hereby adopted and accepted as findings of fact underlying the enactment of this ordinance and the matters addressed herein.
2. In order to achieve all of the purposes outlined above for this ordinance, Oconee County Ordinance 2015-01 is hereby amended in the following regards and particulars, and in all related accounts and matters necessary to achieve the specific amendments listed:

**Oconee County, South Carolina
General Fund Summary
2015-2016 Budget Amendment**

Revenues and Other Financing Sources			
Description	FY 2016 Council Approved	Amendment	Approved Amended FY 2016 Budget
Property Taxes	32,067,610.00	518,357.00	32,585,967.00
Intergovernmental	3,186,980.00	-	3,186,980.00
Licenses, Permits and Fees	2,985,625.00	-	2,985,625.00
Fines and Forfeitures	311,300.00	-	311,300.00
Charges for Services	1,694,600.00	-	1,694,600.00
Interest and Investment Income	437,700.00	-	437,700.00
Miscellaneous and Other	211,063.00	-	211,063.00
Other Financing Sources-From TCT Fund	1,533,861.00	700,000.00	2,233,861.00
Total Revenues and Other Financing Sources	42,428,739.00	1,218,357.00	43,647,096.00
Expenditures and Other Financing Uses			
Description	FY 2016 Council Approved	Amendment	Approved Amended FY 2016 Budget
General Government	10,531,410.00	700,000.00	11,231,410.00
Public Safety	17,353,601.00	46,548.00	17,400,149.00
Transportation	3,528,457.00	-	3,528,457.00
Public Works	3,760,655.00	-	3,760,655.00
Culture and Recreation	2,940,392.00	-	2,940,392.00
Judicial Services	2,777,025.00	-	2,777,025.00
Health and Welfare	938,233.00	-	938,233.00
Economic Development	515,966.00	-	515,966.00
Other Financing Uses	83,000.00	471,809.00	554,809.00
Total Expenditures and Other Financing Uses	42,428,739.00	1,218,357.00	43,647,096.00
Net Change in Fund Balance	-	-	-
Additions in Expenditures:			
General Government Capital Land Purchase	-	700,000.00	700,000.00
Sheriff's Office Salary Account	3,659,521.00	14,418.00	3,673,939.00
Sheriff's Small Capital Account	40,000.00	21,130.00	61,130.00
Sheriff's Office Grant Match	-	11,000.00	11,000.00
Designated for ARC - Retiree Health Plan	113,157.00	471,809.00	584,966.00
		1,218,357.00	

2015-2016 Budget Amendment

Revenues and Other Financing Sources			
Description	FY 2016 Council Approved	Amendment	Approved Amended FY 2016 Budget
Other Financing Sources			
G O Bond Proceeds	-	900,000.00	900,000.00
	-	900,000.00	900,000.00
Expenditures and Other Financing Uses			
Description	FY 2016 Council Approved	Amendment	Approved Amended FY 2016 Budget
Expenditures			
Emergency Services Facility - Keowee School Road	-	500,000.00	500,000.00
South Cove Park	-	250,000.00	250,000.00
Other Financing Uses			
Transfer to Tri-County Tech Fund		150,000.00	150,000.00
	-	900,000.00	900,000.00

**Oconee County County
Tri County Technical College Special Revenue Fund
2015-2016 Budget Amendment**

Revenues and Other Financing Sources			
Description	FY 2016 Council Approved	Amendment	Approved Amended FY 2016 Budget
Milage Revenue	1,062,600.00	-	1,062,600.00
Use of Fund Balance	723,400.00	(150,000.00)	573,400.00
Other Financing Sources - Transfer in from Capital Projects Bond Proceeds	-	150,000.00	150,000.00
	1,786,000.00	-	1,786,000.00
Expenditures and Other Financing Uses			
Description	FY 2016 Council Approved	Amendment	Approved Amended FY 2016 Budget
Capital Land Purchase	700,000.00	(700,000.00)	-
Operations	1,086,000.00	-	1,086,000.00
Transfer to General Fund	-	700,000.00	700,000.00
	1,786,000.00	-	1,786,000.00
 Increase (Decrease)	-	-	-

3. The Oconee County Administrator is hereby authorized and directed to use funds made available by and through this ordinance for the purchase of certain real property, located on U.S. 123, in or near Seneca and Westminster, South Carolina, which is currently under purchase option contract by the County (Patillo).

4. All other terms and provisions of Ordinance 2015-01 not amended hereby, directly or by implication, remain in full force and effect.

5. 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.

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

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

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

ATTEST:

Elizabeth Hulse,
Clerk to Oconee County Council

Wayne McCall,
Chairman, Oconee County Council

First Reading: October 6, 2015 [title only]
Second Reading: October 20, 2015
Third Reading: _____
Public Hearing: _____



NOTES
TRANSPORTATION COMMITTEE MEETING
October 13, 2015
COMMITTEE MEMBERS
Mr. Joel Thrift, District IV, Chairman
Ms. Edda Cammick, District I
Mr. Wayne McCall, District II

**Road Inventory Progress Presentation Follow up Discussion /
Direction**

Mr. Kelly addressed the Committee utilizing a PowerPoint presentation [copy filed with these minutes] highlighting the following areas: Funding, Expenses, etc.; Breakdown by Maintenance Type based on Pavement Condition Index [PCI]; and, Proposed Road Projects.

The Committee received the report as information taking no action on this matter.

Discussion & Action Regarding the Following Items:

Willow Creek Subdivision Roads

Mr. Kelly updated the Committee regarding contact with the bank and developer; noting that the County is awaiting their review of their options related to this project.

The Committee received the report as information taking no action on this matter.

Shadowood Subdivision

Mr. Kelly updated the Committee regarding contact with the developer; noting that the developer is preparing documents for submittal to the County.

The Committee received the report as information taking no action on this matter.

Quit Claim Deeds for Mill Roads

Mr. Kelly addressed the Committee highlighting examples of Mill road issues; issues with current state of interest in Mill roads; and, potential solutions to Mill road problems. Discussion followed.

The Committee concurred with the report taking no further action on this matter.

Thunder Valley Road

Mr. Kelly addressed the Committee addressing the request by citizens to close a portion of this road. Discussion followed.

**MOTION NEEDED TO AFFIRM COMMITTEES
RECOMMENDATION THAT Council consent to the Fendley's request for
abandonment; noting that Council will be required to pass a resolution.**

Project Direction / Road & Bridge Projects

Mr. Kelly addressed the Committee regarding proposed new construction road projects and bridge & culvert projects as follow:

- New Construction Road Projects: Alexander Rd, Cobb Dr., Rainbow Rd, Coneross Farm Rd & Turner Rd
- Bridge & Culvert Projects: Alberts Rd, Armada Way & George Todd Rd

The Committee concurred with the report taking no further action on this matter.

Staff Activity Report / Update

Department Activity Update:

Mr. Kelly provided the Committee with a written report [copy filed with these minutes] outlining the department activity and special project.

Other Business

Discussion regarding potential road standard ordinance to address sub-standard roads

Mr. Thrift again requested that staff work with the county attorney to address public safety concerns with some of the sub-standard roads in the county. Specifically the Committee reviewed the issues with Oak Creek at Snow Creek Forrest. Lengthy discussion followed.

MOTION NEEDED TO AFFIRM THE COMMITTEES RECOMMENDATION TO COUNCIL [1] that staff work with the county attorney to develop draft language to address sub-standard road where right of ways exist, and [2] to report back to the Transportation Committee at a future meeting.

Hitec Road

The Committee briefly discussed ongoing issues related to this roadway. Mr. Moulder noted that the trucking company is unwilling to give right of way to make any improvements on this road. The Committee took no further action on this matter.



NOTES

BUDGET, FINANCE & ADMINISTRATION COMMITTEE
COUNCIL CHAMBERS, OCONEE ADMINISTRATIVE OFFICES, WALHALLA, SC
October 13, 2015

School District of Oconee County Budget

Discussion of Bond Projects

Ms. Cammick opened discussion of both New Business issues as they relate to the proposed Town of Salem water line expansion project and the impending closure of the Tamassee-Salem Middle/High School [TSMHS]. She stated:

- initial estimates to close the TSMHS school were 2-3 years after the opening of the new Walhalla High School this school year
- she had been working with the town to try to identify ways to
 - [1] assist with funding for the water line extension, and
 - [2] replace lost revenue when the TSMHS closes.

Ms. Cammick voiced concerns that the pending general obligation bond ordinance monies cannot be used for the town's water project. She referenced South Carolina Code of Laws, Title 11, Chapter 23, Section 10. Mr. Moulder noted that the specific code reference relates to revenue bonds and not general obligation bonds. He stated that there is state law related to not allowing a regionally specific infrastructure project to be funded with general obligation bonds.

Ms. Cammick then led discussion regarding the project selections made at the October 6, 2015 regular Council meeting to include the following:

• Bountyland Fire Substation	\$500,000
• South Cove County Park Improvements	\$250,000
• Property Purchase for Heritage Fair	<u>\$150,000</u>
	\$900,000

Discussion followed regarding replacing the money allocated for the property purchase for the Heritage Fair which is being funded in part by monies set aside for a Tri-County Technical College campus in Oconee County.

Ms. Cammick suggested that the Committee consider prior to the next Council meeting on October 20, 2015 at which Council will hold the public hearing and third & final reading regarding this matter that monies be allocated for Library upgrades in the amount of \$150,000 instead.

Lengthy discussion followed with various opinions offered.

Mr. Moulder noted that the \$250,000 for the Town of Salem water project can likely be accommodated and that he anticipated having a plan for Council's review before Thanksgiving.

Ms. Cammick asked the Committee members to be ready to address these issues at the October 20th meeting.

Rural Infrastructure Assistance Grants [RIA]

Mr. Dexter initiated a discussion regarding exiting RIA and potential RIA grants to assist with the infrastructure development throughout the county. The Committee took no action regarding this matter at this meeting.

Long Term Capital Plan

Ms. Cammick noted that discussions at this meeting need to be considered when Council establishes an updated long term capital plan.

Council Member Comments

Mr. McCall reiterated his concerns with the way the School District of Oconee handled notification of the students at TSMHS regarding the school's closing.

Lastly, Ms. Cammick noted her support for the staff, faculty and students in the school district; noting that she hoped we can put this matter behind us and work together for the benefit of the students.



Long Creek Community Club

Neighbors enhancing Long Creek, South Carolina

www.longcreeksc.org

OCONEE COUNTY COUNCIL

Joel Thrift, District 4 Councilman
415 S. Pine Street
Walhalla, SC 29691

Wayne McCall, Chairman
415 S. Pine Street
Walhalla, SC 29691

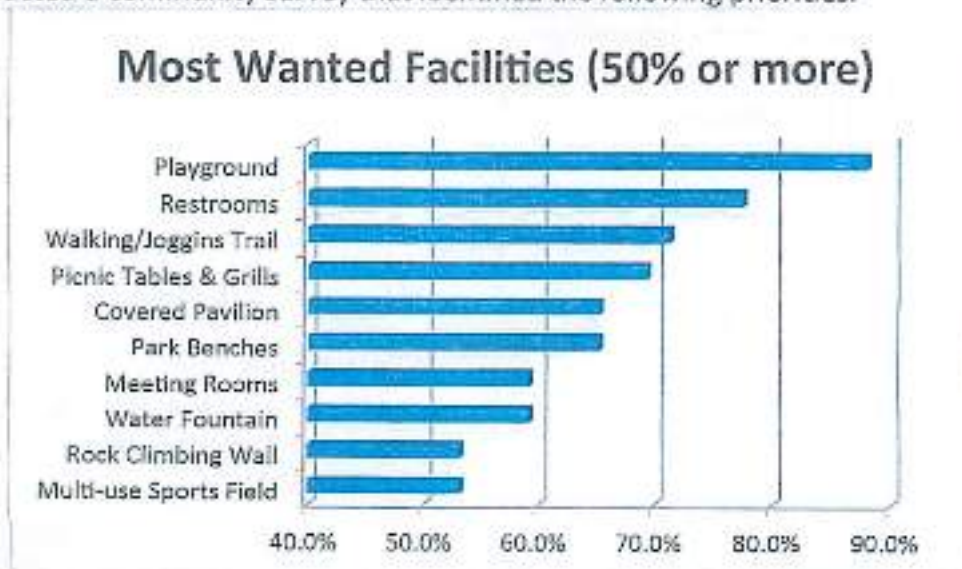
October 13, 2015

Dear Sirs,

The purpose of this letter is to request assistance in the development of a park in Long Creek. This request is being made by the Long Creek Community Club, a 501c3 corporation, and the Long Creek Volunteer Fire Department Station 9.

The Long Creek Community Club and Long Creek Volunteer Fire Department have worked to provide community facilities within Long Creek for family and community activities. In accordance with the deed, the original school cafeteria building and grounds (adjacent to Fire Department) "continue to be used for a chartered community club" and for the benefit of the entire community. The building is used for monthly meetings of the Long Creek Community Club, and has been the venue for activities that include: parties, community socials, Christmas with Santa, family reunions, and community meetings such as the one that was recently held by the Oconee County Planning Commission. Green space on the grounds is used for ball practice and weekly ultimate Frisbee games. We know residents and tourists in the area would benefit by having more amenities and activities available at the Long Creek Community Center building and on the property.

We recently conducted a community survey that identified the following priorities:



An initial design was developed to provide a pictorial representation of what we envision on the community center property:

VISION for the Long Creek Community Center



We respectfully request that the Oconee County Council help provide assistance to make this Park Vision a reality. Long Creek Community Club members have voted that our first priority will be to establish an easily accessible walking trail around the property. We have determined the length of a potential trail to be 1,180 feet. At the recent Community Development Meeting, hosted by the Planning Commission, Mr. Thrift mentioned that he believes the Oconee County road department could be utilized for creating a walking trail. What do we need to do to get the ball rolling?

We appreciate your time and consideration,

Chanda Morrison, President
Long Creek Community Club
chanda@longcreekscc.org
(864) 710-6373

Mike Wilbanks, Chief
Long Creek Volunteer Fire Department
mwilbanks903@gmail.com
(864) 247-5571



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

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

The Oconee County Council will hold Public Hearings for Ordinance 2015-26 "AN ORDINANCE CANCELLING, REVOKING, AND RESCINDING OCONEE COUNTY ORDINANCE 2012-28 AND ITS SUBSEQUENT CODIFICATION; AND OTHER MATTERS RELATED THERETO" and Ordinance 2015-31 "AUTHORIZING THE ISSUANCE AND SALE OF NOT EXCEEDING \$900,000 GENERAL OBLIGATION BONDS, SERIES 2015, OF OCONEE COUNTY, SOUTH CAROLINA; FIXING THE FORM AND DETAILS OF THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS; AUTHORIZING THE CHAIRMAN OF COUNTY COUNCIL OR COUNTY ADMINISTRATOR TO DETERMINE CERTAIN MATTERS RELATING TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS; THE DISPOSITION OF THE PROCEEDS OF THE BONDS; AND OTHER MATTERS RELATING THERETO" on Tuesday, October 20, 2015 at 6:00 p.m. in Council Chambers, Oconee County Administrative Offices, 415. S. Pine Street, Walhalla, SC.

T. Scott Moulder
Administrator

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

Phone: 864 718 1023
Fax: 864 718 1024

E-mail:
hrnuls@oconeesc.com

Paul Corbell
Vice Chairman
District I

Wayne McCall
District II

Archie Barron
District III

Joel Thott
District IV
Chairman

Reginald T. Dexter
District V



Beth Hulse

From: Beth Hulse
Sent: Wednesday, October 07, 2015 9:28 AM
To: Beth Hulse; classadmgr@upstatetoday.com
Subject: PH 2015-26, 31 10/20/15
Attachments: 100715 - PH 2015-26, 31 10-20-15.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: Wednesday, October 07, 2015 9:29 AM
To: Beth Hulse; Carlos Galarza; Chad Dorsett; DJM News Editor; Fox News; Greenville News (localnews@greenvillenews.com); Kevin; 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: October 20, 2015

The Oconee County Council will hold Public Hearings for Ordinance 2015-26 "AN ORDINANCE CANCELLING, REVOKING, AND RESCINDING OCONEE COUNTY ORDINANCE 2012-28 AND ITS SUBSEQUENT CODIFICATION; AND OTHER MATTERS RELATED THERETO" and Ordinance 2015-31 "AUTHORIZING THE ISSUANCE AND SALE OF NOT EXCEEDING \$900,000 GENERAL OBLIGATION BONDS, SERIES 2015, OF OCONEE COUNTY, SOUTH CAROLINA; FIXING THE FORM AND DETAILS OF THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS; AUTHORIZING THE CHAIRMAN OF COUNTY COUNCIL OR COUNTY ADMINISTRATOR TO DETERMINE CERTAIN MATTERS RELATING TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS; THE DISPOSITION OF THE PROCEEDS OF THE BONDS; AND OTHER MATTERS RELATING THERETO" on Tuesday, October 20, 2015 at 6:00 p.m. in Council Chambers, Oconee County Administrative Offices, 415. S. Pine Street, Walhalla, SC.

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

PUBLISHER'S AFFIDAVIT

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE**

OCONEE COUNTY COUNCIL

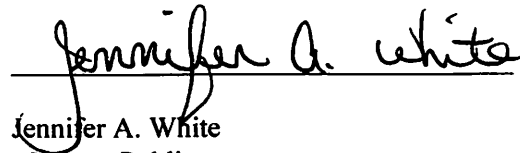
IN RE: Public Hearing for Ordinance 2015-26

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 10/08/2015 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
10/08/2015



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**

■ REAL ESTATE SALES

BUSINESS PROPERTY

85,000 SQUARE FOOT industrial building on 4 acres in Westminster. 1600 amp 3 phase power, city water and sewer, covered loading dock and drive in floor, plenty of office space, employee break room \$395,000. Rob 864-430-6213

PUBLISHER'S NOTICE

ALL real estate advertising in this newspaper is subject to Federal Fair Housing Act of 1968 which makes it illegal to advertise "any preference, limitation or discrimination" based on race, color, religion, sex, handicap, familial status or national origin, or intention to make any such preference, limitation or discrimination. This newspaper will not knowingly accept any advertising for real estate which is in violation of the law. Our readers are hereby informed that all dwellings advertised in this newspaper are available on an equal opportunity basis.

■ RECREATION

CAMPERS

2012 FOREST RIVER
V-Cross Classic.

Like new 34ft.10in. Large front kitchen, all electric, slide-out, stabilizer jacks, awning. Upgrades throughout. Includes all supplies. Ready to roll. Asking \$19,500. Call Greg at 864-972-8020

■ TRANSPORTATION

MOTORCYCLES



2001 HD HERITAGE CLASSIC Black w/ 4,200 miles. Never been rained on - \$9,000 OBO. Call 864-882-0802/803-730-8586



2005 HD SPORTSTER XL883L Blue with lots of chrome, serviced ready to ride! Mileage 26,088. \$4,000. Call New Horizons Motorcycles @ 864-973-8462



■ TRANSPORTATION

MOTORCYCLES



2009 YAMAHA VSTAR 1100 Silverado (Blue), 10,459 mi., only \$5,675! Call New Horizons Motorcycles, LLC ASAP! 864-973-8462.



2006 HONDA VTX 1300 - Gray, Less Than 4,000 mi. Only \$4,900! Call Horizons Motorcycles, LLC now! 864-973-8462.



2011 HD DYNA Super Glide Custom (Black), 12,513 mi., just \$10,300! Call New Horizons Motorcycles, LLC ASAP 864-973-8462



2011 HD HERITAGE Softail (Black), 19,908 mi., only \$13,800! Call New Horizons Motorcycles, LLC at 864-973-8462 ASAP.

AUTOS FOR SALE



01 MERCURY SABLE LS 187k miles, \$2,800 Pete's Auto 402 Oak St. - Seneca 882-1467



04 SUBARU BAJA 140k Mi. Just \$10,500! Pete's Auto

■ TRANSPORTATION

AUTOS FOR SALE



89 FORD BRONCO II XLT 4WD 177k miles - \$5500 Pete's Auto 402 S. Oak St. - Seneca 882-1467

■ LEGAL NOTICES

LEGALS

NOTICE

Notice is hereby given that the Annual Meeting of Members (the "Meeting") of Oconee Federal, MHC will be held in the office of Oconee Federal Savings & Loan Association, located at 201 North Second Street, Seneca, SC 29678 on October 22, 2015 at 10:00 AM.

The purpose of the meeting is to elect two directors of Oconee Federal, MHC; and to consider such matters as may properly come before the Meeting, or any adjournments thereof. The nominating committee of the Board of Directors of Oconee Federal, MHC has nominated H. B. Mays, Jr. and C. T. Sandler, Jr. for election to the Board of Directors. The Board of Directors is not aware of any other business to come before the meeting. Any action may be taken on the foregoing proposals at the Meeting on the date specified above, or on any date or dates to which the Meeting may be adjourned.

The Oconee County Council will hold Public Hearings for Ordinance 2015-25 "AN ORDINANCE CANCELLING, REVOKING, AND RESCINDING OCONEE COUNTY ORDINANCE 2012-38 AND ITS SUBSEQUENT CODIFICATION; AND OTHER MATTERS RELATED THERETO" and Ordinance 2015-31 "AUTHORIZING THE ISSUANCE AND SALE OF NOT EXCEEDING \$800,000 GENERAL OBLIGATION BONDS, SERIES 2015, OF OCONEE COUNTY, SOUTH CAROLINA; FIXING THE FORM AND DETAILS OF THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS; AUTHORIZING THE CHAIRMAN OF COUNTY COUNCIL OR COUNTY ADMINISTRATOR TO DETERMINE CERTAIN MATTERS RELATING TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS; THE DISPOSITION OF THE PROCEEDS OF THE BONDS; AND OTHER MATTERS RELATING THERETO" on Tuesday, October 20, 2015 at 6:00 p.m. in Council Chambers, Oconee County Administrative Offices, 415 S. Pine Street, Walhalla, SC.

FIND IT IN THE CLASSIFIEDS!

Service

Al 22): Express your
an ur plans in motion even
YE alone. Build greater
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s encouraged, and favors

Nov. 21): If you take a
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yo you want.

22-Dec. 21):
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udget. Someone you
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otionally or financially.

2-Jan. 19): Don't be too
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dear interests should lie.
disary changes.

Feb. 18): Keep a close
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so lines. Use something
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Virch 20): An opportunity
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be forward-thinking.

... BECAUSE
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OUR DREAM
AR HAS TWO
WHEELS AND
NO TRUNK.

FIND YOUR
TEXT BIKE IN

THE JOURNAL

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PUBLISHER'S AFFIDAVIT

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE**

J. WESLEY CRUM, III. PA

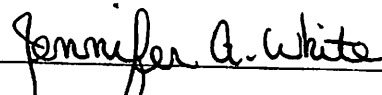
IN RE: PUBLIC HEARING- ORDINANCE 2015-29

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 09/23/2015 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.

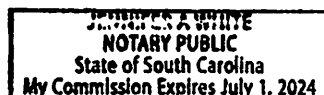


Hal Welch
General Manager

Subscribed and sworn to before me this
09/23/2015



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



NOTICE OF PUBLIC HEARING

There will be a public hearing on Ordinance 2015-29 with respect to the approval by Oconee County, South Carolina of the amendment of a fee-in-lieu-of-tax agreement. The Amended Fee Agreement will be entered into by Oconee County with Ulbrich Precision Flat Wire, LLC, Ulbrich Solar Wire, LLC and Plant Road, LLC, to include the addition of Ulbrich Solar Technologies, Inc. The facility is located at 692 Plant Road and 695 Plant Road, Westminster, South Carolina. Said public hearing is to occur at a meeting of the Oconee County Council in the Administration Building, 415 South Pine Street, Walhalla, South Carolina on Tuesday, October 20, 2015 at 6:00 p.m.

**OCONEE COUNTY,
SOUTH CAROLINA
Wayne McCall Chairman
of County Council**

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OCONEE COUNTY, SOUTH CAROLINA

Wayne McCall
Chairman of County Council

PUBLISHER'S AFFIDAVIT

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE**

MCNAIR LAW FIRM, P.A.

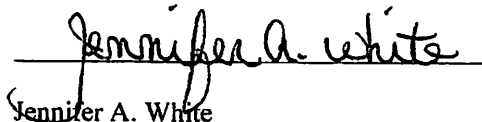
IN RE: Public Hearing- Oct. 20, 2015

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Hal Welch
General Manager

Subscribed and sworn to before me this
10/01/2015



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

PUBLIC NOTICE

Notice is hereby given that a public hearing will be held by the County Council of Oconee County, South Carolina (the "County"), during the 6:00 p.m. meeting of Oconee County Council on October 20, 2015, at the Council Chamber of Oconee County Council, 415 South Pine Street, Walhalla, South Carolina.

The purpose of the public hearing is to consider Ordinance No. 2015-31 authorizing the County to issue not exceeding \$900,000 General Obligation Bonds, Series 2015 (the "Bonds"), the proceeds of which will be applied to defray the cost of one or more of the following projects: (a) constructing and equipping a new Westminster Magistrate building, including acquisition of real property on which such building will be located; (b) constructing and equipping a new fire substation in the Bountyland area, including acquisition of real property on which such substation will be located; and (c) constructing and equipping a new maintenance/shop building to be located in South Cove County Park.

The full faith, credit and taxing power of the County will be pledged for the payment of the principal and interest on the Bonds and there will be levied and collected annually in the same manner other County taxes are levied and collected, a tax, without limit, on all taxable property in the County sufficient to pay the principal and interest of the Bonds as they respectively mature.

At the public hearing all taxpayers and residents of the County and any other interested persons who appear will be given an opportunity to express their views for or against the Ordinance and the issuance of the Bonds.

OCONEE COUNTY COUNCIL, SOUTH CAROLINA