



Public Comment SIGN IN SHEET

December 6, 2016 ~ ~ ~ 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 | Tonia Jennings | Growth of Jobs / Increase in budget / SRO's |
| 2 | Jennifer Crawford | Support & Appreciation on behalf of City of Walworth |
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Everyone speaking before Council will be required to do so in a civil manner. Council will not tolerate personal attacks on individual council members, county staff or any person or group. Racial slurs will not be permitted. Council's number one priority is to conduct business for the citizens of this county. All citizens who wish to address Council and all Boards and Commission appointed by Council should do so in an appropriate manner.



PUBLIC HEARING SIGN IN SHEET

Oconee County Council Meeting

December 6, 2016 ~ ~ 6:00 p.m.

Ordinance 2016-31 "AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A RESIDENTIAL LEASE AGREEMENT BETWEEN OCONEE COUNTY AS LESSOR AND KENT CROOKS AS LESSEE FOR CERTAIN REAL PROPERTY, INCLUDING ALL IMPROVEMENTS THEREON, LOCATED AT 207 CROOKS ROAD, SENECA, SOUTH CAROLINA; AND OTHER MATTERS RELATED THERETO"

Ordinance 2016-33 "AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A PURCHASE AND SALE AGREEMENT BY AND BETWEEN CARRA H. ORR, GLORIA FAYE ORR BASHNAN, GLENDA O. BROCK, AND SUSAN O. WEST AS SELLERS, AND OCONEE COUNTY AS PURCHASER, OF APPROXIMATELY 54.8 ACRES OF LAND, INCLUDING ALL RIGHTS AND APPURTENANCES PERTAINING TO THE LAND, LOCATED AT 724 ROCK CRUSHER ROAD AND 698 ROCK CRUSHER ROAD (TMS## 190-00-03-034 and 190-00-03-001), OVER A PERIOD OF TEN YEARS AND WITH ALL SUMS FUNDING THE PURCHASE DERIVING SOLELY FROM THE OCONEE COUNTY ROCK QUARRY ENTERPRISE FUND; AND OTHER MATTERS RELATED THERETO"

Ordinance 2016-34 "AN ORDINANCE DEVELOPING A MULTI-COUNTY INDUSTRIAL AND BUSINESS PARK WITH PICKENS COUNTY; AUTHORIZING THE EXECUTION AND DELIVERY OF AN AGREEMENT GOVERNING THE MULTI-COUNTY INDUSTRIAL PARK; AUTHORIZING THE INCLUSION OF CERTAIN REAL PROPERTY LOCATED IN OCONEE COUNTY IN THE MULTI-COUNTY INDUSTRIAL PARK; AND OTHER RELATED MATTERS"
[Baxter Manufacturing]

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 # | 2016-31 | 2016-33 | 2016-34 |
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None

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2016-31**

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A RESIDENTIAL LEASE AGREEMENT BETWEEN OCONEE COUNTY AS LESSOR AND KENT CROOKS AS LESSEE FOR CERTAIN REAL PROPERTY, INCLUDING ALL IMPROVEMENTS THEREON, LOCATED AT 207 CROOKS ROAD, SENECA, SOUTH CAROLINA; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Oconee County, South Carolina (the "County") is a body politic and corporate and a political subdivision of the State of South Carolina and is authorized by the provisions of Title 4, Chapter 9 of the Code of Laws of South Carolina 1976, as amended, to lease real property and to make and execute contracts;

WHEREAS, the County currently desires to execute and enter into a Lease Agreement (the "Lease") with Kent Crooks by which the County will lease certain improved real property located at 207 Crooks Road, Seneca, South Carolina TMS # 268-00-03-039; and

WHEREAS, the Oconee County Council (the "Council") has reviewed the form of the Lease, attached or to be attached hereto as Exhibit "A," and determined that it is in the best interest of the County and its residents and citizens for the County to execute and enter into the Lease, and the Council wishes to approve the same and to authorize the County Administrator to execute and deliver the Lease and all related agreements and documents necessary or incidental thereto.

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

Section 1. Lease Approved. The Lease is hereby approved, and the County Administrator is hereby authorized to execute and deliver the Lease in substantially the same form as Exhibit "A."

Section 2. Related Documents and Instruments; Future Acts. The County Administrator is hereby authorized to negotiate such documents and instruments which may be necessary or incidental to the Lease and to execute and deliver any such documents and instruments on behalf of the County.

Section 3. Severability. Should any term, provision, or content of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall have no effect on the remainder of this Ordinance.

Section 4. General Repeal. All ordinances, orders, resolutions, and actions of the Oconee County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and superseded.

Section 5. Effective Date. This Ordinance shall become effective and be in full force and effect from and after public hearing and third reading in accordance with the Code of Ordinances of Oconee County, South Carolina.

ORDAINED in meeting, duly assembled, this 6th day of December, 2016.

OCONEE COUNTY, SOUTH CAROLINA

Paul A. Cain, Chairman, County Council
Oconee County, South Carolina

ATTEST:

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

First Reading: October 18, 2016 [title only]
Second Reading: November 15, 2016
Public Hearing: November 15, 2016 & December 6, 2016
Third & Final Reading: December 6, 2016

EXHIBIT A

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease"), made this _____ day of _____, 2016, ("Effective Date") by and between Oconee County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina ("Lessor") and Kent Crooks ("Lessee").

WHEREAS, Lessor owns and holds fee simple title to that certain piece, parcel, or lot of land and all improvements thereon, located in the State of South Carolina, County of Oconee, containing 20.83 acres, more or less, and being generally located at 207 Crooks Road, Seneca, South Carolina, and having Oconee County TMS# 268-00-03-039 (the "Premises");

WHEREAS, Lessor wishes to lease unto Lessee, and Lessee wishes to lease from Lessor the Premises; and

WHEREAS, Lessor and Lessee have each represented and warranted, and hereby do represent and warrant, that they have the power and authority to execute and enter into this Lease, and upon such execution and delivery that this Lease shall be enforceable against each in accordance with its terms, all requisite approvals and authorization necessary or requisite for the execution and delivery of this Lease having been obtained prior to the Effective Date.

NOW, THEREFORE, in consideration of the above recitals (which are incorporated herein as covenants, representations, or warranties, as applicable, made in this Lease), the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **LEASE OF PREMISES.** Lessor does hereby devise and lease to Lessee, and Lessee does hereby lease from Lessor, the Premises for a period of one (1) year commencing January 1, 2017 and ending December 31, 2017 (the "Lease Term"), unless sooner terminated as provided herein. Lessee shall use the Premises only for residential purposes. Subject to the conditions of this Lease, Lessor agrees that Lessee may peaceably have, hold, and enjoy the Premises without hindrance by Lessor. The Lease Term may be renewed or extended upon the mutual written agreement of the parties hereto.

2. **AMOUNT AND PAYMENT FOR LEASEHOLD INTEREST.** Lessee covenants to pay to "Oconee County" at 415 S. Pine Street, Walhalla, SC 29691, or such

other place as Lessor shall designate in writing, as rent for said Premises, the amount of Six Thousand and 00/100 (\$6,000.00) Dollars for the one (1) year Lease Term. Such rent payment shall be delivered to Lessee in twelve (12) equal monthly installments of Five Hundred and 00/100 (\$500.00) Dollars, and such rent payments are to be received on or before the first (1st) day of each month, with the first payment being due at the signing hereof. A security deposit is not required.

3. **BREACH OR DEFAULT.** If any term or provision of this Lease is violated by Lessee and such violation is not cured within thirty (30) days following the giving of written notice thereof by Lessor to Lessee, this Lease shall, at the option of Lessor, terminate and Lessor may thereupon lawfully enter into or upon the Premises, repossess the same, and expel Lessee therefrom without prejudice to any other claim or remedy Lessor may have for the collection of rent and/or for damages for breach of this Lease.

4. **LESSEE'S MAINTENANCE AND REPAIR OF THE PREMISES.** Except as hereinafter provided, Lessee shall maintain and keep the exterior and interior of the Premises in good repair, free of refuse and rubbish, and shall return the same at the expiration or termination of this lease in as good condition as received by Lessee, ordinary wear and tear excepted; provided, however, that if alterations, additions, and/or installations shall have been made by Lessee as provided for in this lease, Lessee shall be required to restore the Premises to the condition in which it was prior to such alterations, additions, and/or installations. Lessee shall be responsible for care, repair, and maintenance of all interior items, including mechanical, plumbing, electrical, carpeting, walls, and to the HVAC. Lessee shall maintain the areas around the front and rear doors, sidewalks, and delivery areas in a clean, neat, and orderly condition. Lessee will not commit any waste of or on the Premises and will pay for all damages to buildings or equipment caused by Lessee. Lessee shall not use or permit the use of the Premises in violation of any present or future local, state, or federal regulation or law. Lessee shall be responsible for all maintenance costs associated with the Premises.

5. **LESSEE'S ALTERATIONS, ADDITIONS, INSTALLATIONS, AND REMOVAL THEREOF.** Lessee may not, either at the commencement of or during the Lease Term, make any alterations in and/or additions to the Premises including, without limitation of the generality of the foregoing, alterations to the mechanical, electric, and plumbing systems without the written consent of Lessor.

6. **UTILITIES, TAXES, AND INSURANCE.** Lessee shall pay all charges for water, gas, sewer, electricity, and any other utility or operational cost associated with the Premises. Lessee shall be responsible for the payment of any taxes imposed on personal property situated at the Premises. Lessee shall maintain a general policy of liability insurance issued by a carrier, and in an amount, satisfactory to Lessor, by the terms of which Lessor and Lessee are named as insureds and are indemnified against liability for damage or injury to property or persons (including death) entering upon or using the Premises. Lessor will not be responsible for any loss to personal property of

Lessee, or Lessee's guests, invitees, licensees, or others entering the Premises. It is, therefore, Lessee's responsibility to obtain insurance to cover such property and/or loss.

7. **RELEASE, HOLD HARMLESS, ASSUMPTION OF RISK, AND INDEMNITY.** Lessee, its employees, agents, and representatives, knowingly and freely assume all risks associated with its possession, use, and occupation of the Premises, both known and unknown; Lessee assumes full responsibility for its activities in relation hereto, and shall indemnify and hold harmless Lessor, its Council members, employees, officers, and representatives, from any and all claims for any damage, injury, accident, illness, loss, or other such claim incurred at or about the Premises, as brought forth or alleged by any person, including Lessee, its employees, agents, and representatives as relates to the activities of Lessee.

8. **OBSERVANCE OF LAWS.** Lessee shall duly obey and comply with all public laws, ordinances, rules, or regulations related to the use of the Premises.

9. **DAMAGE BY FIRE, ETC.** In the event the Premises are damaged by fire, flood, storm, civil commotion, or other unavoidable cause, to an extent not repairable within one hundred twenty (120) days of the date of such damage, this Lease shall terminate as of the date of such damage.

10. **ASSIGNMENT.** Lessee may not assign this lease or sub-let the Premises or any part thereof for any use, without the written consent of Lessor.

11. **LESSOR'S RIGHT TO ENTER PREMISES.** Lessee shall permit Lessor and Lessor's agents to enter at all reasonable times to view the state and condition of the Premises or to make such alterations or repairs therein as may be necessary for the safety and preservation thereof, or for any other reasonable purpose. Apart from entrance made necessary by emergency or exigent circumstance, Lessor shall give Lessee twenty-four (24) hours' advance notice of its desire to exercise its right to enter the Premises.

12. **ENTIRE AGREEMENT.** This Lease constitutes all of the covenants, promises, agreements, conditions, and understandings between Lessor and Lessee concerning the Premises, and there are no covenants, promises, agreements, conditions, or understandings, either oral or written, between them other than as herein set forth.

13. **SECTION HEADING.** The section headings, as to the contents of particular sections herein, are inserted only for convenience and are in no way to be construed as part of such section or as a limitation on the scope of the particular section to which they refer.

14. **GOVERNING LAW.** This Lease shall be governed by, construed, and enforced in accordance with the laws of the State of South Carolina.

15. **NOTICES.** It is agreed that all notices regarding this Lease shall be sent via US Postal Mail to:

Lessor: Oconee County
Attn: T. Scott Moulder, Administrator
415 S. Pine St.
Walhalla, South Carolina 29691
Contact Number: 864-638-4244

Lessee: James Kent Crooks
93 Goose Knob
Riverton, Wyoming 82501
Contact Telephone Number: 307-709-0106

or to such other addresses as may be from time to time authorized by Lessor or Lessee respectively.

16. COUNTERPART. This Lease may be executed in one or more counterparts, each of which shall constitute an original, and all of which shall constitute one and the same document.

AND IT IS MUTUALLY UNDERSTOOD AND AGREED that the covenants and agreements herein contained shall insure to the benefit of and be equally binding upon the respective executors, administrators, heirs, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the Effective Date set forth above.

WITNESS:

LESSOR:
OCONEE COUNTY, SOUTH CAROLINA

By: _____
Its: County Administrator

LESSEE:
By: _____
James Kent Crooks

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2016-33

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A PURCHASE AND SALE AGREEMENT BY AND BETWEEN CARRA H. ORR, GLORIA FAYE ORR BASHNAN, GLENDA O. BROCK, AND SUSAN O. WEST AS SELLERS, AND OCONEE COUNTY AS PURCHASER, OF APPROXIMATELY 54.8 ACRES OF LAND, INCLUDING ALL RIGHTS AND APPURTENANCES PERTAINING TO THE LAND, LOCATED AT 724 ROCK CRUSHER ROAD AND 698 ROCK CRUSHER ROAD (TMS## 190-00-03-034 and 190-00-03-001), OVER A PERIOD OF TEN YEARS AND WITH ALL SUMS FUNDING THE PURCHASE DERIVING SOLELY FROM THE OCONEE COUNTY ROCK QUARRY ENTERPRISE FUND; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Oconee County, South Carolina (the "County") is a body politic and corporate and a political subdivision of the State of South Carolina and is authorized by the provisions of Title 4, Chapter 9 of the Code of Laws of South Carolina 1976, as amended, to acquire and convey real property and to make and execute contracts; and

WHEREAS, the County currently desires purchase approximately 54.8 acres of land, including all rights and appurtenances pertaining to the land, located at 724 Rock Crusher Road and 698 Rock Crusher Road (TMS## 190-00-03-034 and 190-00-03-001) (the "Property"), over a period of ten years, consistent with the terms of a Purchase and Sale Agreement (the "Agreement"); and

WHEREAS, the Property will be purchased to serve, among other things, the Oconee County Rock Quarry, and all funds for the purchase of the Property will derive solely from the Rock Quarry Enterprise Fund; and

WHEREAS, Council finds that the County's purchase of the Property will serve a proper public and corporate purpose of the County and is necessary and in the best interests of the County; and

WHEREAS, the Oconee County Council (the "Council") has reviewed the form of the Agreement, attached hereto as **Exhibit "A,"** and determined that it is in the best interest of the County and its residents and citizens for the County to execute and enter into the Agreement, and the Council wishes to approve the same and to authorize the County Administrator to execute and deliver the Agreement and all related agreements and documents necessary or incidental thereto in order to properly effect the acquisition of the Property.

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

Section 1. Agreement Approved. The Agreement is hereby approved, and the County Administrator is hereby authorized to execute and deliver the Agreement in substantially the same form as **Exhibit "A,"** attached hereto. Any amendments to the Agreement, except for amendments altering the purchase price, in such forms as shall be approved by the County Administrator are hereby approved and shall be executed in the same manner.

Section 2. Purchase Price Funds. All funds used to purchase the Property shall come exclusively from the Oconee County Rock Quarry Enterprise Fund and not from the general fund of Oconee County; the purchases contemplated in the Agreement are proprietary and not legislative in nature.

Section 3. Related Documents and Instruments; Future Acts. The County Administrator is hereby authorized to negotiate such documents and instruments which may be necessary or incidental to the Agreement and to execute and deliver any such documents and instruments on behalf of the County.

Section 4. Severability. Should any term, provision, or content of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall have no effect on the remainder of this Ordinance.

Section 5. General Repeal. All ordinances, orders, resolutions, and actions of the Oconee County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and superseded.

Section 6. Effective Date. This Ordinance shall become effective and be in full force and effect from and after public hearing and third reading in accordance with the Code of Ordinances of Oconee County, South Carolina.

ORDAINED in meeting, duly assembled, this 6th day November, 2016.

OCONEE COUNTY, SOUTH CAROLINA

Paul A. Cain, Chairman, County Council
Oconee County, South Carolina

ATTEST:

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

First Reading: November 1, 2016 [title only]
Second Reading: November 15, 2016
Public Hearing: December 6, 2016
Third & Final Reading: December 6, 2016

EXHIBIT A

PURCHASE AND SALE AGREEMENT

By and Between

CARRA H. ORR (Life Estate), GLORIA FAYE ORR BASHNAN,

GLEND A O. BROCK, and SUSAN O. WEST

as Sellers,

AND

OCONEE COUNTY, SOUTH CAROLINA,

as Purchaser,

Dated as of

_____, 2016

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made this ___ day of _____, 2016, by and between CARRA H. ORR (Life Estate), GLORIA FAYE ORR BASHNAN, GLENDA O. BROCK, and SUSAN O. WEST, their successors, heirs and assigns (collectively "Seller" whether one or more), and OCONEE COUNTY, a body politic and corporate and a political subdivision of the State of South Carolina ("Purchaser").

In consideration of the mutual covenants and representations herein contained, Seller and Purchaser agree as follows:

1.

PURCHASE AND SALE

1.1 Purchase and Sale. Subject to the terms and conditions of this Agreement, Seller hereby agrees to sell, transfer, and convey to Purchaser, and Purchaser hereby agrees to purchase from Seller, the following described property (collectively, the "Property") in ten (10) separate and distinct closings:

(a) Land. Those certain ten tracts (to be determined by a survey approved by Purchaser and Seller) consisting of approximately 54.8 acres of land, each tract being a portion of the property commonly known as 698 Rock Crusher Road and 724 Rock Crusher Road, Walhalla (29691) located in Oconee County, South Carolina, and being more particularly described on Exhibit A, attached hereto and incorporated herein by reference (the "Land").

(b) Easements. All easements, if any, benefiting the Land.

(c) Rights and Appurtenances. All timber, mineral, landscaping, foliage, tenements, hereditaments, privileges, rights and appurtenances pertaining to the Land.

(d) Improvements. All buildings and improvements located on the Land (the "Improvements").

(e) Permits. Those certain licenses, permits, authorizations, consents, waivers, and approvals pertaining to the Land.

1.2 No Assumed Liabilities. Unless otherwise specifically provided for in this Agreement, Purchaser shall not assume any liabilities, debts, or obligations of any kind of Seller or any other person associated with Seller or any person from whom Seller derived title to the Property or related in any way to the Property, including, without limitation, any leases with respect to the Property.

1.3 Ten Separate Purchases. Due to the similar terms of each acquisition and for the sake of simplicity, these ten (10) separate and distinct purchases and sale of property are covered under this single Agreement. Although these ten (10) purchases and sales are separate and

distinct, Seller agreed to the total amount of consideration paid under this Agreement only because the Purchaser would eventually purchase all ten (10) tracts, and in executing this Agreement, Seller is relying upon Purchaser completing all ten (10) purchases in the time frames described under this Agreement.

2.

PURCHASE PRICE

2.1 Purchase Price. The total purchase price (the "Total Purchase Price") for the Property shall be FOUR MILLION AND NO/100 DOLLARS (\$4,000,000.00) and shall be paid by Purchaser to Seller in ten (10) separate amounts of FOUR HUNDRED THOUSAND AND NO/100 DOLLARS (\$400,000.00) (the "Closing Purchase Amount") at each closing (as further described in Sections 7 and 8). The Closing Purchase Amount shall be payable at each closing in United States currency by way of federal wire transfer or other immediately available funds at each closing, subject to certain adjustments and credits as set forth in this Agreement.

2.2 Earnest Money Agreement. Seller and Purchaser have entered into an Earnest Money Agreement with respect to the initial closing, set forth on Exhibit B, attached hereto and incorporated herein by reference.

3.

DUE DILIGENCE AND INSPECTIONS

3.1 Due Diligence Period.

(a) From the date of this Agreement and until on or before the sixtieth (60th) day prior to each closing date as set forth in Section 8 hereinbelow, there shall be ten (10) separate and distinct periods wherein Purchaser may perform and obtain soil tests, borings, impaction studies, phase I environmental audits, percolation tests, drainage, utility and traffic determinations, architectural and engineering studies, topographical, subdivision and other surveys, appraisals, termite and other pest inspections, title exams, permitting and zoning, and such other tests, reports, reviews, inspections, and investigations as needed to determine surface, sub-surface and topographic conditions, and such other due diligence inspections, studies, tests and investigations as Purchaser shall deem appropriate. The ten (10) separate and distinct due diligence periods shall be referred to in this Agreement as the "Due Diligence Period," whether one or more. During the initial Due Diligence period and continuing through each closing for subsequent separate closings as contemplated herein, Purchaser has the right to perform due diligence on the entire Property, and not just the specific tract of the Property to be purchased at the next separate closing.

(b) Any Due Diligence Period may be automatically extended for the period of any Force Majeure Event (as defined in Section 11.5) that prohibits Purchaser from being able to perform its due diligence inspections and investigations in any material respect.

(c) During the Due Diligence Period prior to "Closing One," in the event Purchaser shall conclude that any of Purchaser's due diligence inspections, reviews, studies, or investigations are not satisfactory, for whatever reason, then Purchaser may terminate this Agreement, in whole, or with respect to any separate closing, by delivering written notice of such termination to Seller on or before the expiration of Due Diligence Period prior to "Closing One." For all Due Diligence Periods subsequent to "Closing One," the Purchaser may terminate this Agreement, in whole, or with respect to any separate closing, only if Purchaser shall conclude that any of Purchaser's due diligence inspections, reviews, studies, or investigations reveals that damage or another change in the physical nature of the Property, not caused, in whole or in part, by the Purchaser, has occurred that materially and negatively affects the usefulness of the Property as a rock quarry or related uses; provided, however, for all Due Diligence Periods subsequent to "Closing One" only, Seller shall have the right to cure the problem and preserve the enforceability of this Agreement for ninety (90) days after being provided written notice of the problem with the physical nature of the Property or the title to the Property.

(d) During the Due Diligence Periods, Purchaser shall have the right to order and receive, at Purchaser's sole cost and expense: (i) a title insurance commitment (the "Title Commitment") issued by a title insurance company in an amount equal to the Closing Purchase Amount; and (ii) a current survey of the Land prepared by a licensed South Carolina surveyor (the "New Survey"). No later than the expiration of the Due Diligence Period, Purchaser shall notify Seller of any objections (the "Title Objections") with respect to the Title Commitment and the New Survey based on its review thereof. If Purchaser does not give such notice, such failure shall be deemed to be approval of the Title Commitment and the New Survey, as applicable, and any matter disclosed therein as of the date thereof, subject to any new matters that may arise from the end of the Due Diligence Period through each closing date. If Purchaser does give such notice of Title Objections, Seller shall have until 5:00 p.m. Eastern Time five (5) days after receipt thereof to notify Purchaser that Seller (a) will cause or (b) elects not to cause any or all of the Title Objections disclosed therein to be removed. Seller's failure to notify Purchaser by such time as to any Title Objection shall be deemed an election by Seller not to remove such Title Objection. If Seller notifies or is deemed to have notified Purchaser that Seller shall not remove nor have the Title Company insure over any or all of the Title Objections to Purchaser's satisfaction, Purchaser shall have until 5:00 p.m. Eastern Standard Time ten (10) days after receipt thereof (or ten (10) days after it may be deemed Seller elected not to remove such Title Objection) to (i) terminate this Agreement, in whole, or with respect to any separate closing, or (ii) waive such Title Objections and proceed to the closing without any abatement or reduction in the Closing Purchase Amount on account of such Title Objections. If Purchaser does not give such notice prior to such time, Purchaser shall be deemed to have elected to terminate this Agreement as to that closing. Notwithstanding the foregoing, at each closing, Seller shall pay-off, release or discharge any mortgage, judgment or lien encumbering the specific property purchased at the specific closing.

(e) In the event Purchaser gives Seller notice of termination as provided above, or in the event Seller elects not to cure or is unable to cure any problem or objection pursuant to Section 3.1(c) and (d), (i) this Agreement shall be deemed terminated as to that closing; (ii) Purchaser shall have no obligation to purchase the specific property for that closing; (iii) Seller

shall have no further liability to Purchaser under this Agreement as to that closing; (iv) this Agreement shall be deemed null and void and of no further force or effect as to that closing, unless and except to the extent any provision states it expressly survives termination; and (v) Purchaser and Seller shall have no further rights, obligations, or liabilities hereunder as to that closing.

3.2 Inspections Prior to Closing. During each Due Diligence Period and extending through each closing date, Seller shall permit Purchaser, its officers, agents and employees (collectively, "Purchaser's Representatives") access to, entry upon and the opportunity to examine, inspect, measure, survey and test the Land (herein collectively, the "Inspections") subject to the provisions of this Section 3.2. Any entry by Purchaser's Representatives upon the Land shall be in material compliance with all permits, codes, regulations, rules, laws, statutes, and other requirements of any governmental body, agency, or authority having jurisdiction over the Property. Without limitation, standard inspections for a customary Phase I environmental site assessment of the Property (the "Phase I Study") and a customary engineer's geotechnical or structural report with respect to the Improvements on the Land (the "Structural Report") shall be permitted. The costs of conducting and obtaining any such Phase I Study and any such Structural Report or of otherwise performing any other Inspections shall be the responsibility of Purchaser. All Inspections shall be performed in a manner that will not unreasonably disturb the ongoing operations at the Land.

3.3 Review Documents. To the extent in Seller's possession, Seller shall provide or otherwise make available to Purchaser, for Purchaser's review, the Review Documents on or before the ninetieth (90th) day prior to each closing date. All Review Documents shall be satisfactory to Purchaser. As used herein, the term "Review Documents" shall mean and refer to the following with the mutual understanding that Seller may have no information corresponding to certain categories of documents and information described below:

(a) Contracts and Leases. Copies of all contracts and leases, if any, in the possession of Seller pertaining to that parcel of Property to be purchased as of the ninetieth (90th) day prior to the closing date for that parcel of Property to be purchased, including, but not limited to development agreements, management contracts, service contracts, maintenance contracts, equipment leases and rental agreements, and easement rights.

(b) Plans. Copies of the as-built plans and specifications for the existing Improvements on that parcel of Property to be purchased, if any, and any architectural drawings, plans, designs and schematics, and utilities plans prepared in connection with that parcel of Property to be purchased. Purchaser may make copies at Purchaser's expense.

(c) Permits, Licenses, and Approvals. Copies of all permits, licenses, and approvals issued by any governmental authorities and/or utility companies in connection with the ownership and/or use of that parcel of Property to be purchased and the occupancy and use of the Improvements (including certificates of occupancy), if any,

including, without limitation, all zoning permits, approvals and variances, and wetlands delineations.

(d) Survey; Appraisal; Title. Copies of any and all existing surveys, appraisals, and title policies of Seller relating or pertaining to that parcel of Property to be purchased.

(e) Environmental Audit. A copy of the most current environmental assessment and audit report on that parcel of Property to be purchased. Seller acknowledges that Purchaser may obtain the Phase I Study to update such existing environmental audit.

(f) Violation Notices. A copy of any notice of any statute or code violation pertaining to that parcel of Property to be purchased received by Seller or its agents within the previous five (5) years, and any documents pertaining to the resolution thereof, and all other contracts of material importance to that parcel of Property to be purchased.

4.

SELLER'S REPRESENTATIONS AND COVENANTS

In order to induce Purchaser to enter into this Agreement and to purchase the Property, Seller hereby makes the following representations, warranties, and covenants, each of which is material and is relied upon by Purchaser.

4.1 Authorization. This Agreement and all other documents, certificates, agreements, statements, instruments, and other writings delivered or furnished in contemplation and consummation of the transactions herein (collectively, the "Transaction Documents") are legal, valid and binding obligations of Seller enforceable in accordance with their respective terms. Seller is not a party to, nor bound by, any agreement or commitment which prohibits the execution and delivery of this Agreement or the consummation of the transactions contemplated herein.

4.2 Title to Property; Encumbrances. Seller has, and at each closing will convey to Purchaser, good and marketable title to the Property, free and clear of all liens, encumbrances, and easements of any kind whatsoever.

4.3 Tax Matters. Seller has paid in full or will pay at closing all ad valorem real property and any personal property taxes shown to be due or otherwise claimed to be due from Seller by any taxing authority for that parcel of Property to be purchased for all periods up to the closing date for that parcel of Property to be purchased. Seller is liable for all taxes with respect to the parcel of Property to be purchased through the closing date for that parcel of Property to be purchased (and shall, to the extent such taxes are not satisfied, remain liable therefor). There are no tax liens upon the Property, except liens for current real estate taxes not yet due and payable for any specific parcel of Property. Seller shall indemnify and hold Purchaser harmless from and against any tax liens resulting from Seller's ownership, occupancy, use, or sale of the Property,

including, without limitation, any tax lien resulting from the sale of a majority of the assets of Seller's business under Section 12-54-124 of the Code of Laws of South Carolina, 1976, as amended.

4.4 Litigation. No action, suit, proceeding, or investigation by or before any court or governmental, regulatory, or administrative agency or commission is pending or, to the actual knowledge of Seller, threatened against, involving, or arising in connection with the Property.

4.5 Consents and Approvals. All consents and approvals of any person or entity that is required in connection with the authorization, execution, and delivery by Seller of the Transaction Documents and the consummation by Seller of the transactions contemplated herein have been obtained or will be obtained by the closing date for that parcel of Property to be purchased.

4.6 Compliance with Laws. To Seller's actual knowledge, the Property is in compliance with all applicable federal, state, and local laws, statutes, rules, regulations, and other requirements of all governmental authorities having jurisdiction over Seller or the Property. To Seller's actual knowledge, Seller has not received any notification of any asserted failure to comply with any such requirements. To Seller's actual knowledge, Seller has not received notice of any violations of law, municipal or county ordinances, or other legal requirements with respect to the Property, or with respect to the use and occupancy of or construction on the Property.

4.7 Brokers and Finders. Seller has not employed any broker or finder or incurred any liability for any brokerage fees, commissions, or finder's fees in connection with the transactions contemplated herein. Seller shall indemnify Purchaser from and against any such fees and expenses. The indemnity set forth herein shall specifically survive each closing and the rescission, cancellation, and termination of this Agreement.

4.8 Environmental Matters. Except to the extent disclosed by the Review Documents, to Seller's actual knowledge, Seller has not received any actual notice of any civil, criminal, or administrative suit, claim, hearing, violation, investigation, proceeding, or demand against Seller or the Property relating in any way to a Release (as defined below) on the Property, the misuse of Hazardous Materials on the Property, or compliance with Environmental Laws relating to the Property, which have not been resolved or corrected. For purposes of this Agreement, the phrase "Environmental Laws" shall mean any federal, state, or local law, statute, ordinance, order, decree, rule, or regulation and any common laws regarding health, safety, radioactive materials, or the environment. The term "Release" as used in this section shall mean the unlawful discharge, disposal, deposit, injection, dumping, spilling, leaking, leaching, placing, presence, pumping, pouring, emitting, emptying, escaping, or other release of any Hazardous Material. As used herein, the term "Hazardous Material" shall mean any substance which is or contains (i) any "hazardous substance" as now or hereafter defined in §101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. §9601 et seq.) ("CERCLA") or any regulations promulgated under CERCLA; (ii) any "hazardous waste" as now or hereafter defined in the Resource Conservation and Recovery Act

(42 U.S.C. §6901 et seq.) (“RCRA”) or regulations promulgated under RCRA; (iii) any substance regulated by the Toxic Substances Control Act (15 U.S.C. §2601 et seq.); (iv) gasoline, diesel fuel, or other petroleum hydrocarbons; (v) polychlorinated biphenyls; or (vi) radon gas.

4.9 No Other Options; Exclusivity. No options, rights of first refusal or other contracts have been granted or entered into which are still outstanding and which give any other party a right to purchase any interest in the Property or any part thereof. For the term of this Agreement, Seller shall deal exclusively with Purchaser for the purchase and sale of the Property. Seller shall not, and shall not authorize or permit any of its representative to, (i) directly enter into discussions or negotiations with any person concerning a possible sale of the Property; or (ii) enter into any agreements or other instruments (whether or not binding) regarding a sale of the Property.

4.10 No Condemnation Proceedings. To Seller’s actual knowledge, there are no condemnation or eminent domain proceedings pending against the Property or any part thereof and Seller has received no such notice from any public authority or other entity.

4.11 No Mechanic’s Liens. No payment for work, materials or improvements will be due or owing at the closing date for that parcel of Property to be purchased and no mechanic’s, materialman’s or other similar liens shall be of record against the Property at the time of the closing date for that parcel of Property to be purchased. Seller shall be responsible for satisfying such liens, if any, filed against any of the parcels of Property at or prior to each closing or, to the extent arising from work performed by or on behalf of Seller at or prior to each closing, at any time thereafter.

4.12 Occupancy Agreements. Other than those listed in Exhibit D, there are no leases or occupancy agreements currently affecting any portion of the Property, and Seller will not enter into any such agreements with respect to the Property.

4.13 Foreign Person. Seller is not a “foreign person” as that term was defined in the Internal Revenue Code, Section 14-45(F)(3), nor is the sale of the Property subject to any withholding requirements imposed by the Internal Revenue Code (including but not limited to, Section 1445 thereof, or any withholding requirements imposed by the tax laws of the State of South Carolina).

4.14 Bankruptcy. No “bankruptcy/dissolution event” (as hereinafter defined) has occurred with respect to Seller. “Bankruptcy/dissolution event” means the occurrence of any of the following: (a) the commencement of a case under Title 11 of the U.S. Code, as now constituted or hereafter amended, or under any other applicable federal or state bankruptcy law or other similar laws; (b) the appointment of a trust or receiver of any property interests; (c) an assignment for the benefit of creditors; (d) an attachment, execution or other judicial seizure of a substantial property interests; (e) the taking of, failure to take, or submission to any action indicating an inability to meet its financial obligations as they accrue; or (f) a dissolution or liquidation.

4.15 Insurance. Seller shall maintain insurance coverage on parcels of Property that Seller has not transferred to Purchaser as contemplated by this Agreement through the final closing contemplated by this Agreement, copies of which shall be provided to Purchaser upon request.

4.16 Utilities. When applicable, Seller shall maintain all current utilities servicing parcels of Property that Seller has not transferred to Purchaser as contemplated by this Agreement through the final closing contemplated by this Agreement. As of each closing date, at Purchaser's option, when applicable, Seller shall (a) terminate all utilities servicing that parcel of Property in its name or (b) cooperate with Purchaser to cause any existing utilities in the name of Seller to be transferred from Seller to Purchaser so as to prevent any disruption in service. When applicable, Seller shall pay all utility bills through the closing date for that parcel of Property purchased.

4.17 Accuracy of Representations. To the best of Seller's actual knowledge, Seller has disclosed to Purchaser all material information regarding the ownership and use of the Property. Throughout the term of this Agreement, Seller shall promptly advise Purchaser, in writing, of any fact or circumstance that renders any of Seller's representations, warranties, covenants, or agreements untrue or incorrect in any material respect.

4.18 Cooperation. Seller will cooperate fully with Purchaser in preparing and filing all notices, applications, reports, and other documents which are required by any law, rule, regulation, or order in connection with the transactions contemplated by the Transaction Documents. This cooperation will include, without limitation, the full cooperation of Seller in Purchaser's efforts to obtain any consents and approvals required for Purchaser to own the Property and to develop the Property as currently planned by Purchaser.

4.19 Further Assurances. Following each closing, Seller shall execute and deliver such additional documents, instruments, conveyances, and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement and the other Transaction Documents. This provision shall survive the final closing contemplated by this Agreement.

5.

PURCHASER'S REPRESENTATIONS AND COVENANTS

To induce Seller to execute, deliver, and perform this Agreement, Purchaser hereby makes the following representations, warranties, and covenants:

5.1 Organization. Purchaser is a political subdivision of the State of South Carolina.

5.2 Authorization. Purchaser has full corporate power and authority to enter into this Agreement and to carry out the transactions contemplated herein. Purchaser has taken all action required by law or otherwise to authorize the execution and delivery of this Agreement and the

consummation of the transactions contemplated herein. Purchaser is not a party to, nor bound by any agreement which prohibits the execution and delivery of this Agreement or the consummation of the transactions contemplated herein. Purchaser has determined that the transactions contemplated herein are non-legislative in nature. Purchaser has further determined that the funds used to purchase the Property shall solely come from the Oconee County Rock Quarry Enterprise Fund ("Rock Quarry Enterprise Fund") and not from the general fund of Oconee County. The Purchaser's obligation to purchase the Property pursuant to this Agreement shall be subject to Purchaser's appropriation of sufficient funds therefor in the applicable fiscal year of the Purchaser; however, Purchaser shall in good faith undertake to ensure an adequate fund balance is maintained in the Rock Quarry Enterprise Fund for each closing.

5.3 Consents and Approvals. All consents and approvals of any person or entity that is required in connection with the authorization, execution, and delivery by Purchaser of the Transaction Documents and the consummation by Purchaser of the transactions contemplated herein have been obtained or will be obtained by each closing.

5.4 Bankruptcy. No voluntary, and to Purchaser's knowledge no involuntary, attachments, execution proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other insolvency-related proceedings are pending against or with respect to Purchaser.

5.5 Brokers and Finders. Purchaser has not employed any broker or finder or incurred any liability for any brokerage fees, commissions or finder's fees in connection with the transactions contemplated herein.

6.

CONDITIONS PRECEDENT TO EACH CLOSING

6.1 Conditions Precedent to the Obligations of Purchaser. Purchaser's obligation to acquire each parcel of the Property pursuant to this Agreement shall be subject to the satisfaction, as of the closing date for that parcel of Property to be purchased, of all of the following conditions precedent, each of which may be waived by Purchaser:

(a) All of the representations and warranties of Seller contained in this Agreement shall be true and correct in all material respects as of the closing date for that parcel of Property;

(b) Seller shall have performed all of its covenants and obligations under this Agreement;

(c) Seller shall have timely executed and delivered to Escrow Agent all of the items that are deliverable by Seller;

(d) Seller shall not have caused or allowed any condition to occur since the expiration of the Due Diligence Period that would adversely affect or change the results of any of Purchaser's Inspections; and

(e) Purchaser has appropriated sufficient funds for the purchase of such portion of the Property to the applicable fiscal year of the Purchaser, and a sufficient fund balance exists in the Rock Quarry Enterprise Fund, as reasonably and in good faith determined by Purchaser.

6.2 Conditions Precedent to the Obligations of Seller. Seller's obligation to sell, convey, assign, transfer and deliver each parcel of the Property to Purchaser pursuant to this Agreement shall be subject to the satisfaction, as of the date of each closing, of all of the following conditions precedent, each of which may be waived by Seller:

(a) All of the representations and warranties of Purchaser contained in this Agreement shall be true and correct in all material respects;

(b) Purchaser shall have performed all of its covenants and obligations under this Agreement that are required to be performed by it;

(c) Purchaser shall have tendered the Closing Purchase Amount to Escrow Agent pursuant to this Agreement; and

(d) Purchaser shall have timely executed and delivered to Escrow Agent all of the items that are deliverable by Purchaser.

7.

GENERAL CLOSING MATTERS

7.1 Closings. Each closing shall be held at the office of Purchaser's counsel or such other place and at a time as the parties mutually agree on or before the dates as set forth in Section 8 hereinbelow, unless the parties mutually agree upon another place, time or date.

7.2 Possession. Possession of the parcel of the Property shall be delivered to Purchaser at each closing.

7.3 Proration; Taxes. At each closing, pro-rations of income and expense and the apportionment of taxes shall be as follows:

(a) All real estate and personal property taxes and other governmental assessments with respect to the parcel of Property for the year in which each closing occurs shall be prorated as of the date of such closing employing a 365 day year.

(b) If a closing shall occur before the tax rate or the assessed valuation of the Property is fixed for the then current year, the apportionment of taxes shall be upon the basis of

the tax rate for the preceding year applied to the latest assessed valuation. Subsequent to the closing in question, when the tax rate and the assessed valuation of the Property is fixed for the year in which the closing in question occurs, the parties agree to adjust the proration of taxes and, if necessary, to refund or repay such sums as shall be necessary to effect such adjustment. The parcel of the Property shall be assessed as a separate parcel for tax or assessment purposes.

7.4 Closing Costs. Except as otherwise expressly provided herein, Seller shall pay, on the date of each closing, the cost of the preparation of the deed, all documentary deed stamps, if any, and all other customary charges and costs of closing customarily paid by sellers in the State of South Carolina, and Purchaser shall pay, on the date of each closing, the cost of the Title Commitment and related policy premium, if any, the New Survey, if any, all recording costs and the cost of any inspections and other customary charges and costs of closing customarily paid by purchasers in the State of South Carolina. Except as otherwise provided herein, each party shall pay its own attorneys' fees.

7.5 Seller's Obligations at Each Closing. At each closing, Seller shall deliver to Purchaser, or to Purchaser's closing attorney for delivery at each closing, the following documents:

(a) Deed. General Warranty Deed executed by Seller conveying fee simple title to the parcel of the Property to Purchaser.

(b) Foreign Person. An affidavit of Seller certifying that Seller is not a "foreign person," as defined in the Federal Foreign Investment in Property Tax Act of 1980, and in 1984 Tax Reform Act, as amended.

(c) Lien Waiver Affidavit. An executed lien waiver affidavit or other document acceptable to Purchaser and, in the event Purchaser purchases a title insurance policy, to the title company in issuing the title policy without exception for possible lien claims of mechanics, laborers and materialmen.

(d) Residency Affidavit. An affidavit of Seller providing Seller's federal identification number and certifying that this transaction is not subject to withholding taxes in accordance with South Carolina Revenue Ruling #09-13.

(e) Settlement Statement. A settlement statement setting forth the amounts paid by or on behalf of and/or credited to each of Seller and Purchaser pursuant to this Agreement.

(f) Certificate. Seller's certificate that all representations made by it herein are true and correct in all material respects as of the date of closing and that all conditions to closing have been met as to that parcel of the Property.

(g) Other Documentation. Such other documents as may be reasonable and necessary in the opinion of Purchaser or its counsel to issue title insurance, consummate and

close each purchase and sale contemplated herein pursuant to the terms and provisions of this Agreement.

7.6 Purchaser's Obligations at Each Closing. At each closing, Purchaser shall deliver to Seller, or to Purchaser's closing attorney for disbursement and delivery at closing, the following:

(a) Purchase Price. The Closing Purchase Amount by wire transfer of immediately available funds or cash equivalent.

(b) Settlement Statement. A settlement statement setting forth the amounts paid by or on behalf of and/or credited to each of Seller and Purchaser for that particular closing, pursuant to this Agreement.

(c) Certificate. Purchaser's certificate that all representations made by it herein are true and correct in all material respects as of the date of closing and that all conditions to closing have been met.

(d) Other Documentation. Such other documents as may be reasonable and necessary in the opinion of Seller or its counsel to consummate and close each purchase and sale contemplated herein pursuant to the terms and provisions of this Agreement.

8.

INDIVIDUAL CLOSINGS

8.1 Closing One. The first closing for approximately ___ acres and identified as parcel ___ ("Parcel 1") on the survey prepared by _____, dated _____, 2016, shall occur on or before the ___ day of _____, 2016. The Purchaser and Seller shall complete all conditions precedent as stated in this Agreement as well as the Earnest Money Agreement, and deliver all documents necessary to grant, sell and release title to Parcel 1 from Purchaser to Seller.

8.2 Closing Two. The second closing for approximately ___ acres and identified as parcel ___ ("Parcel 2") on the survey prepared by _____, dated _____, 2016, shall occur on or before the ___ day of _____, 2017. The Purchaser and Seller shall complete all conditions precedent as stated in this Agreement and deliver all documents necessary to grant, sell and release title to Parcel 2 from Purchaser to Seller.

8.3 Closing Three. The third closing for approximately ___ acres and identified as parcel ___ ("Parcel 3") on the survey prepared by _____, dated _____, 2016, shall occur on or before the ___ day of _____, 2018. The Purchaser and Seller shall complete all conditions precedent as stated in this Agreement and deliver all documents necessary to grant, sell and release title to Parcel 3 from Purchaser to Seller.

8.4 Closing Four. The fourth closing for approximately ___ acres and identified as parcel ___ (“Parcel 4”) on the survey prepared by _____, dated _____, 2016, shall occur on or before the _____ day of _____, 2019. The Purchaser and Seller shall complete all conditions precedent as stated in this Agreement and deliver all documents necessary to grant, sell and release title to Parcel 4 from Purchaser to Seller.

8.5 Closing Five. The fifth closing for approximately ___ acres and identified as parcel ___ (“Parcel 5”) on the survey prepared by _____, dated _____, 2016, shall occur on or before the _____ day of _____, 2020. The Purchaser and Seller shall complete all conditions precedent as stated in this Agreement and deliver all documents necessary to grant, sell and release title to Parcel 5 from Purchaser to Seller.

8.6 Closing Six. The sixth closing for approximately ___ acres and identified as parcel ___ (“Parcel 6”) on the survey prepared by _____, dated _____, 2016, shall occur on or before the _____ day of _____, 2021. The Purchaser and Seller shall complete all conditions precedent as stated in this Agreement and deliver all documents necessary to grant, sell and release title to Parcel 6 from Purchaser to Seller.

8.7 Closing Seven. The seventh closing for approximately ___ acres and identified as parcel ___ (“Parcel 7”) on the survey prepared by _____, dated _____, 2016, shall occur on or before the _____ day of _____, 2022. The Purchaser and Seller shall complete all conditions precedent as stated in this Agreement and deliver all documents necessary to grant, sell and release title to Parcel 7 from Purchaser to Seller.

8.8 Closing Eight. The eighth closing for approximately ___ acres and identified as parcel ___ (“Parcel 8”) on the survey prepared by _____, dated _____, 2016, shall occur on or before the _____ day of _____, 2023. The Purchaser and Seller shall complete all conditions precedent as stated in this Agreement and deliver all documents necessary to grant, sell and release title to Parcel 8 from Purchaser to Seller.

8.9 Closing Nine. The ninth closing for approximately ___ acres and identified as parcel ___ (“Parcel 9”) on the survey prepared by _____, dated _____, 2016, shall occur on or before the _____ day of _____, 2024. The Purchaser and Seller shall complete all conditions precedent as stated in this Agreement and deliver all documents necessary to grant, sell and release title to Parcel 9 from Purchaser to Seller.

8.10 Closing Ten. The tenth closing for approximately ___ acres and identified as parcel ___ (“Parcel 10”) on the survey prepared by _____, dated _____, 2016, shall occur on or before the _____ day of _____, 2025. Parcel 10 is the residence of Carra H. Orr, who, at the time of signing this Agreement, has retained certain rights to the Property. In the conveyance of Parcel 10, Carra H. Orr intends to reserve the right to use and occupy Parcel 10 as her personal residence (but not for rental or other income producing purposes) for the term of her natural life and Carra H. Orr shall be responsible for the expense of maintenance and repairs for so long as she shall use the property as her personal residence. Purchaser consents to reservation of said rights by Carra H. Orr. The Purchaser and Seller

acknowledge and agree that should the rights reserved by Carra H. Orr in Parcel 10 expire before the closing contemplated in this Section 8.10, whether by the death of Carra H. Orr, or by the other conditions subsequent stated in the reservation of rights by Carra H. Orr, all claims to a life estate or any other continuing right to the property shall expire and have no further effect. The Purchaser and Seller shall complete all conditions precedent as stated in this Agreement and deliver all documents necessary to grant, sell and release title to Parcel 10 from Purchaser to Seller.

8.11 The Purchaser and Seller acknowledge and agree that should the rights reserved by Carra H. Orr expire at any time during the term of this Agreement, whether by the death of Carra H. Orr, or by the other conditions subsequent stated in the reservation of rights by Carra H. Orr, all claims to a life estate or any other continuing right to the property shall expire and have no further effect. In such case, Gloria Faye Orr Bashan, Glenda O. Brock, Susan O. West, their successors, heirs and assigns, and Oconee County agree to negotiate in good faith or enter into a new purchase and sale agreement, if possible and practicable, whereby the parcels not already transferred to Oconee County will be transferred at one closing under the same conditions and terms as stated in this Agreement, with the exception of the following additional term. Purchaser shall remit payments to the Seller of \$400,000.00 annually until the remainder of the Total Purchase Price is paid in full, subject to appropriate, adequate, and lawful funding sources for Purchaser, and subject to Purchaser's appropriation of sufficient funds therefor in the applicable fiscal year of the Purchaser. Absent such new purchase and sale agreement, and the express written cancellation of this Agreement, this Agreement will remain in full force and effect.

9. RISK OF LOSS

9.1 Condemnation. Promptly upon learning thereof, Seller shall give Purchaser written notice of any condemnation or similar proceedings relating to the Property, or any portion thereof. If, during the term of this Agreement, action is initiated to take the Property, or any portion thereof by eminent domain proceedings or by deed in lieu thereof, Purchaser may either (a) terminate this Agreement, in whole, or with respect to the portion of the Property, and/or (b) consummate closing as to the portion of the Property, in which latter event the award of the condemning authority shall be assigned to Purchaser at the closing.

9.2 Casualty. Promptly upon learning thereof, Seller shall give Purchaser written notice of any contamination, damage, or destruction of the Property, or any portion thereof, occurring during the term of this Agreement. Seller assumes all risks and liability for damage to or injury occurring to the Property it has not transferred under this Agreement, by fire, storm, accident, or any other casualty or cause. If the Property, or any part thereof, suffers any contamination or damage, which was not caused by the intentional acts or negligence of Purchaser or its agents, prior to the closing for such parcel, which Seller does not repair, Purchaser may either (a) terminate this Agreement, in whole, or with respect to the portion of the Property, and/or (b) consummate closing as to the portion of the Property, in which latter event the proceeds of any insurance not exceeding the Purchase Price and covering such damage shall be assigned to Purchaser at such closing.

10.

DEFAULT REMEDIES; INDEMNITIES

10.1 Seller's Remedies. If the sale is not completed as herein provided (other than by virtue of a failure of a condition set forth in Section 6.1 or Section 7.5 and/or termination of this Agreement pursuant to Section 3.1(c), Section 3.1(d), Section 9.1, Section 9.2, or 11.10(b) or any otherwise lawful termination) by reason of any breach or default of Purchaser, Seller shall be entitled, as its sole and exclusive remedy, to either (i) terminate this Agreement or (ii) treat this Agreement as being in full force and effect and pursue the specific performance of this Agreement.

10.2 Purchaser's Remedies. If the sale is not completed as herein provided (other than by a lawful termination) by reason of any breach or default of Seller, Purchaser shall be entitled, as its sole and exclusive remedy, to either (i) terminate this Agreement or (ii) treat this Agreement as being in full force and effect and pursue the specific performance of this Agreement.

10.3 Indemnification by Seller. Seller, jointly and severally, hereby agrees to indemnify and hold harmless Purchaser, its successors and assigns, against any and all losses, damages, liabilities, and claims and all fees, costs, and expenses of any kind related thereto, including, without limitation, legal fees and expenses arising or resulting out of and in respect of the following: (i) the failure by Seller to pay or discharge all liabilities and obligations of any nature whatsoever which relate to the Property or relate to the ownership or use of the Property or any other property, in each case on or prior to the each closing date; (ii) any misrepresentation, breach of warranty, or non-fulfillment of any agreement or covenant on the part of Seller hereunder or under the Transaction Documents; (iii) the failure by Seller to comply with any applicable laws, rules or regulations, including, without limitation, any environmental, bulk sales, and workers compensation laws, which becomes known after any closing contemplated by this Agreement but relating to the period prior to such closing; (iv) any release of any Hazardous Material on the Property; and (v) any litigation with respect to the Property instituted after any closing but relating to the period prior to such closing. Notwithstanding anything to the contrary herein, Seller shall have no obligation to indemnify and hold harmless Purchaser for losses, damages, liabilities and claims which result from the negligence of Purchaser, its agents or lessees. The provisions of this Section 10.3 shall survive the final closing contemplated by this Agreement.

10.4 Disclaimer of Liability. PURCHASER HEREBY DISCLAIMS, AND SELLER HEREBY RELEASES PURCHASER FROM, ANY AND ALL LIABILITY, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY AND NEGLIGENCE) FOR ANY LOSS, DAMAGE, OR INJURY OF ANY NATURE WHATSOEVER SUSTAINED BY SELLER, ITS EMPLOYEES, AGENTS, OR INVITEES CAUSED BY PURCHASER, PURCHASER'S EMPLOYEES, AGENTS, LICENSEES, OR INVITEES. NOTWITHSTANDING THE FOREGOING, PURCHASER SHALL BE LIABLE FOR LOSSES, DAMAGES, OR INJURIES CAUSED BY THE NEGLIGENCE OF PURCHASER,

OR PURCHASER'S EMPLOYEES OR AGENTS. THE PARTIES DO, HOWEVER, HEREBY AGREE THAT UNDER NO CIRCUMSTANCES SHALL PURCHASER BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES, WHETHER IN CONTRACT OR TORT.

11.
MISCELLANEOUS

11.1 Notices. All notices which may be given or which are required to be given by either party to the other under this Agreement, and any exercise of a right of termination provided by this Agreement, shall be in writing and shall be deemed effective when either: (i) personally delivered to the intended recipient; (ii) three (3) business days after having been sent, by certified or registered mail, return receipt requested, addressed to the intended recipient at the address specified below; (iii) delivered in person to the address set forth below for the party to whom the notice was given; (iv) at noon of the business day next following after having been deposited into the custody of a nationally recognized overnight delivery service such as FedEx, addressed to such party at the address specified below; or (v) immediately if sent during regular business hours or at 8:30 a.m. local time on the next business day next following an after-hours, weekend or holiday notice sent by email, provided that such email is followed by a notice sent in accordance with one of the other provisions set forth above. Notices shall be effective on the date of delivery or receipt, or, if delivery is not accepted, on the earlier of the date that delivery is refused or three (3) days after the date the notice is mailed. For purposes of this Section 11.1, the addresses of the parties for all notices are as follows (unless changed by similar notice in writing given by the particular person whose address is to be changed):

If to Seller:

If to Purchaser:

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

11.2 Entire Agreement. This Agreement embodies the entire agreement between the parties relative to the subject matter hereof, and there are no oral or written agreements between the parties, nor any representations made by either party relative to the subject matter hereof which are not expressly set forth herein. This Agreement may be amended only by a written instrument executed by the party or parties to be bound thereby.

11.3 Headings. The captions and headings used in this Agreement are for convenience only and do not in any way limit, amplify or otherwise modify the provisions of this Agreement.

11.4 Time of Essence. TIME IS OF THE ESSENCE OF THIS AGREEMENT; HOWEVER, IF THE FINAL DATE OF ANY PERIOD WHICH IS SET OUT IN ANY PROVISION OF THIS AGREEMENT FALLS ON A SATURDAY, SUNDAY OR LEGAL HOLIDAY UNDER THE LAWS OF THE UNITED STATES OR THE STATE OF SOUTH CAROLINA, THEN, IN SUCH EVENT, THE TIME OF SUCH PERIOD SHALL BE EXTENDED TO THE NEXT DAY WHICH IS NOT A SATURDAY, SUNDAY OR LEGAL HOLIDAY.

11.5 Force Majeure. If Purchaser is delayed at any time in the performance of its due diligence investigations and inspections as described in Section 3.1(a) or if the parties are unable to close on any closing date contemplated herein due to extraordinary weather conditions, flooding, tornados, hurricanes (or a threat of a hurricane that requires evacuation), fire, or other unavoidable casualties, earthquakes, riots, acts of terrorism, a state of emergency, and other events or conditions beyond the reasonable control of the parties (a "Force Majeure Event"), which reasonably justifies the delay and which in fact delays such party in discharging its obligations hereunder, then the Due Diligence Period and/or closing date for any or all remaining parcels of Property shall be extended for such reasonable period of time equal to the delay caused by the Force Majeure Event.

11.6 Governing Laws. This Agreement shall be governed by the laws of the State of South Carolina and the laws of the United States pertaining to transactions in such State.

11.7 Successors and Assigns. This Agreement shall bind and inure to the benefit of Seller and Purchaser and their respective heirs, executors, administrators, personal and legal representatives, successors, and assigns.

11.8 Invalid Provision. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and, the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such illegal, invalid, or unenforceable provision or by its severance from this Agreement.

11.9 Knowledge. As used herein, the term "knowledge" and words of similar import shall mean the actual knowledge of any employee, agent, or representative of the applicable party, as of the date when the subject representation or warranty is made. If any party has knowledge, at any time prior to a closing, of any inaccuracy of a representation or warranty made by the other party hereunder, then the subject representation or warranty, for all purposes of this Agreement, shall be automatically deemed modified to incorporate the matters so known by it.

11.10 PATRIOT Act.

(a) Each party is in compliance with the requirements of Executive Order No. 133224, 66 Fed. Reg. 49079 (Sept. 25, 2001) (the "Order") and other similar requirements contained in the rules and regulations of the Office of Foreign Assets Control, Department of the

Treasury (“OFAC”) and in any enabling legislation or other Executive Orders or regulations in respect thereof (the Order and such other rules, regulations, legislation, or orders are collectively called the “Orders”). Further, each party covenants and agrees to make its policies, procedures and practices regarding compliance with the Orders, if any, available to the other for its review and inspection during normal business hours and upon reasonable prior notice.

(b) Neither party nor any beneficial owner of such party: (i) is listed on the Specially Designated Nationals and Blocked Persons List maintained by OFAC pursuant to the Order and/or on any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of OFAC or pursuant to any other applicable Orders (such lists are collectively referred to as the “Lists”); (ii) is a person or entity who has been determined by competent authority to be subject to the prohibitions contained in the Orders; or (iii) is owned or controlled by, or acts for or on behalf of, any person or entity on the Lists or any other person or entity who has been determined by competent authority to be subject to the prohibitions contained in the Orders. Notwithstanding anything contained herein to the contrary, for the purposes of this provision, the phrase “any beneficial owner” shall not include (x) any holder of a direct or indirect interest in a publicly traded company whose shares are listed and traded on a United States national stock exchange, or (y) any limited partner, unit holder or shareholder owning an interest of five percent (5%) or less in such party or in the holder of any direct or indirect interest in such party. Each party agrees that if it obtains knowledge that it or any of its beneficial owners becomes listed on the Lists or is indicted, arraigned, or custodially detained on charges involving money laundering or predicate crimes to money laundering, it shall immediately notify the other party in writing, and in such event, the other party shall have the right to terminate this Agreement without penalty or liability to the other party.

11.11 Multiple Counterparts. This Agreement may be executed in a number of identical counterparts which, taken together, shall constitute collectively one (1) agreement; but in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

11.12 Authority. Each party hereto represents and warrants to the other that the execution of this Agreement and any other documents required or necessary to be executed pursuant to the provisions hereof are valid, binding obligations and are enforceable in accordance with their terms.

11.13 WAIVER OF JURY TRIAL. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT OR THE OTHER TRANSACTION DOCUMENTS IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE OTHER TRANSACTION DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY TO THIS AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR

OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

11.14 Memorandum of Agreement. Each shall promptly execute and the Purchaser shall record a short form Memorandum of Agreement as shown on Exhibit C, attached hereto and incorporated herein by this reference.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed under seal by persons duly empowered to bind the parties to perform their respective obligations hereunder the day and year first above written.

SELLER:

CARRA H. ORR

GLORIA FAYE ORR BASHNAN

GLEND A. BROCK

SUSAN O. WEST

PURCHASER:

OCONEE COUNTY, SOUTH CAROLINA

By: _____

Name: T. Scott Moulder

Title: County Administrator

EXHIBIT A

LEGAL DESCRIPTION OF LAND

All that certain piece, parcel or lot of land with any improvements thereon or hereafter placed thereon, situate, lying and being in the State of South Carolina, County of Oconee, containing fifty-four and eight tenths (54.8) acres, more or less, as shown on that certain plat prepared by B. R. Watson, RLS dated June 14, 1973 and revised September 11, 1973 and recorded in Plat Book P-38, at Page 8, Records of Oconee County, South Carolina and having the metes and bounds, courses and distances as on said plat appear. For a more detailed description as to metes and bounds, courses and distances reference is hereby invited to said plat.

TMS# 190-00-03-034 and 190-00-03-001

EXHIBIT B

EARNEST MONEY AGREEMENT

THIS EARNEST MONEY AGREEMENT (this "Earnest Money Agreement") is made as of the ___ day of _____, 2016, by and among CARRA H. ORR (Life Estate), GLORIA FAYE ORR BASHNAN, GLENDA O. BROCK, and SUSAN O. WEST, their successors, heirs and assigns (collectively "Seller" whether one or more), and OCONEE COUNTY, a body politic and political subdivision of the State of South Carolina ("Purchaser").

RECITALS:

Seller and Purchaser have entered into a certain purchase and sale agreement ("PSA") concerning real property located in the Oconee County, South Carolina.

In connection with the PSA, Seller and Purchaser have requested Escrow Agent to receive funds to be held in escrow and applied in accordance with the terms and conditions of this Earnest Money Agreement.

NOW THEREFORE, in consideration of the above recitals, the mutual promises set forth herein and other good and valuable consideration, the parties agree as follows:

1. **Escrow Agent.** Purchaser and Seller shall mutually agree upon an escrow agent (the "Escrow Agent") to hold earnest money for the sale and purchase of Parcel 1 (as defined in Section 8.1 of the PSA). The Escrow Agent shall hold the earnest money the transaction in a non-interest bearing escrow account.

2. **Deposit of Earnest Money.** Simultaneously with the execution of the PSA, Purchaser shall deliver to Escrow Agent the sum of Thirty Thousand (\$30,000.00) Dollars (the "Earnest Money") by wire transfer. The Earnest Money shall be refundable to Purchaser during the initial Due Diligence Period for Closing One (as defined in Section 3.1(a) and 8.1 of the PSA), and non-refundable thereafter, except as provided in this Earnest Money Agreement.

3. **Disbursement of Earnest Money.** The Earnest Money shall be disbursed by the Escrow Agent as provided herein. If the sale and purchase of Parcel 1 (as defined in Section 8.1 of the PSA) is consummated pursuant to the terms of the PSA and this Earnest Money Agreement, the Earnest Money shall be applied as a credit to the payment of the Closing Purchase Amount (as defined in Section 2.1 of the PSA) for Closing One. If Purchaser terminates this Earnest Money Agreement in accordance with any right to terminate that Purchaser is granted by the terms of the PSA or this Earnest Money Agreement, the portion of the Earnest Money that is refundable at such time (if any) shall be promptly returned to Purchaser, and the portion of the Earnest Money that is not refundable at such time (if any) shall be promptly disbursed to Seller, and, subject to Article 10 of the PSA, and any rights of Purchaser and Seller that expressly survive the termination or expiration of the PSA and this Earnest Money Agreement, no party hereto shall have any further obligations under this Earnest Money Agreement. However, in the event Purchaser terminates this Earnest Money Agreement, prior to the Purchaser being refunded any Earnest Money, Purchaser will repair any damage to

the real property caused by Purchaser's due diligence efforts and return the real property to substantially the same condition it was prior Purchaser beginning its analysis of the real property.

4. Refund of Earnest Money. In addition to the rights Purchaser has to a refund as stated in Section 3 hereinabove, in the following events, the Earnest Money shall be refunded to the Purchaser:

(a) In the event Purchaser gives Seller notice of termination of the PSA pursuant to Section 3.1(c) of the PSA;

(b) In the event Purchaser gives Seller notice of termination of the PSA pursuant to Section 3.1(d) of the PSA, or in the event Seller elects not to cure or is unable to cure any objection pursuant to Section 3.1(d) of the PSA;

(c) In the event the purchase and sale of Parcel 1 is not completed by reason of any breach or default of Seller, and Purchaser elects to terminate the PSA in whole, in part, or with regards to Parcel 1, as provided by Section 10.2 of the PSA; or

(d) In the event the PSA is terminated, in whole, in part, or with regards to Parcel 1, pursuant to Section 11.10(b) of the PSA.

5. Termination. This Earnest Money Agreement shall terminate upon the first to occur of (a) the disbursement by Escrow Agent of all of the Earnest Money; (b) the joint written instructions of Purchaser and Seller; (c) the termination of the PSA.

6. This Earnest Money Agreement shall be binding upon and inure to the benefit of the parties respective successors and assigns.

7. This Earnest Money Agreement shall be governed by and construed in accordance with the Laws of the State of South Carolina.

IN WITNESS WHEREOF, the parties hereto have caused this Earnest Money Agreement to be executed as of the date set forth herein.

SELLER:

CARRA H. ORR

GLORIA FAYE ORR BASHNAN

GLEND A. BROCK

SUSAN O. WEST

PURCHASER:

OCONEE COUNTY, SOUTH CAROLINA

By: _____

Name: T. Scott Moulder

Title: County Administrator

WITNESSES:

SELLER:

Witness #1

SUSAN O. WEST

Witness #2 / Can be Notary

STATE OF SOUTH CAROLINA

)

ACKNOWLEDGMENT

COUNTY OF OCONEE

)

)

I, the undersigned Notary Public for South Carolina, certify that SUSAN O. WEST personally came before me this day and acknowledged the execution of the foregoing document.

This ____ day of _____, 2016.

Notary Public for South Carolina

My commission expires: _____

EXHIBIT D

[Insert Copy of Lease Agreement]

STATE OF SOUTH CAROLINA)
)
COUNTY OF OCONEE)

LEASE

THIS LEASE made and entered into this 1st day of SEPTEMBER, 2010, by and between **CARRA H. ORR**, hereinafter referred to as the "**Lessor**," and **HUBBARD PAVING AND GRADING, INC.**, hereafter referred to as the "**Lessee**:"

WITNESSETH:

FOR AND IN CONSIDERATION of the rental to be paid by the Lessee to the Lessor as specified herein and for other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties agree as follows, to-wit:

PART I. PREMISES.

The Lessor herein and hereby leases and demises unto the Lessee, the following described property, to-wit:

ALL that certain piece, parcel or lot of land, situate, lying and being in the State of South Carolina, County of Oconee, on the west side of W.A. 90, immediately adjacent to the Oconee County Rock Quarry Tract and property, and being bound on the North by the Oconee County Property and County Road W.A. 90; on the East by said County Road; on the West by other property of the Lessor, containing five (5) acres, more or less.

PART II. TERM.

Section 2.1. Original Term: The original term of this Lease shall be for a period of *fifteen (15) years*, that is, *commencing on the 1st day of December, 2010*, and *ending on the 30th day of November, 2025*.

Section 2.2. Optional Term: In further consideration of the rental as herein provided, the Lessee shall have the option to renew the Lease for an additional fifteen (15) year period, that is, commencing on the 1st day of December, 2025, and ending on the 30th day of November, 2040, under the same and identical terms excepting only the right to renew. This option is conditioned upon the Lessee's full and faithful performance of its obligations, promises and covenants under the Lease and is further conditioned upon the Lessee giving to the Lessor notice of its intention to exercise its option to renew, in writing, on or before the 30th day of June, 2025.

Section 2.3. Cancellation: Notwithstanding any other provision of this Section, either party shall have the right to accelerate the termination of this Lease by giving the other notice, in writing, three hundred sixty-five (365) days prior to the date of earlier termination.

PART III. RENTAL.

The Lessee agrees to pay to the Lessor, as rental for the premises, the sum of FIVE THOUSAND AND 00/100 (\$5,000.00) DOLLARS per lease year, unless otherwise adjusted as hereafter provided, to be paid in advance on or before the 1st day of December, 2010, and on a like date of each year thereafter during the term of the Lease or extension thereof. At any time after the expiration of the first thirty (30) months of the lease term, if inflation has risen to a level of ten (10%) percent or more from the inception of the lease term, the annual rental shall be increased by ten (10%) percent or FIVE HUNDRED AND 00/100 (\$500.00) DOLLARS per year with the rental for the remainder of the year in which the rent is raised to be prorated accordingly. Should either party exercise the right of earlier termination as provided in **PART II, Section 2.3** hereof, the rental shall be prorated to the date of the

surrender of the premises by the Lessee to the Lessor in the manner and under the conditions as set forth herein.

PART IV. USE OF THE PREMISES.

It is expressly declared by the parties that the Lessee has erected upon the premises an asphalt mixing plant, buildings, machinery and equipment and that additional buildings, plant and equipment may from time to time at Lessee's option, be constructed or erected on the premises, all of which shall be considered "trade fixtures" unless otherwise agreed to, in writing, by the parties.

Section 4.1. The Lessee agrees to operate the asphalt plant in such a manner as to prevent the same or its operation from becoming a private or public nuisance, and, further, such operation shall be in conformity and compliance with state, county and federal statutory law as well as regulations, rules, standards and guidelines of all agencies regulating the operation of asphalt plants and similar facilities, including, but not limited to, the South Carolina Department of Health and Environmental Control, EPA and OSH.

Section 4.2. Restoration of the Premises upon Termination: At the end of the rental term or any extension thereof or in the event there is earlier termination, should the Lessee not be in violation or in breach of any of the terms and conditions of the Lease, it shall be permitted a period of one (1) year in which to remove its personal property and trade fixtures from the premises, including all stored materials and petroleum storage tanks located thereon, and shall, as nearly as possible restore the grade and topography of the property to the same condition as found and fertilize and plant the same in all cleared areas with grass or other appropriate vegetation.

Section 4.3. Toxic Wastes: The Lessee agrees not to allow the soil of the premises to be effused or contaminated by petroleum or petroleum products or any

other substance or substances which are now or may be hereafter classified by appropriate regulatory authority as a toxic or dangerous substance, and the Lessee agrees, even beyond the term of the Lease, to protect and save harmless the Lessor from any claim, suit or action, and expense in removing toxic or dangerous substances from the premises which were cast or stored thereon by the Lessee, its agents or employees.

PART V. ADDITIONAL COVENANTS, PROMISES AND OBLIGATIONS OF THE LESSEE.

A. To use and employ the premises at all times according to and under the conditions of this agreement.

B. To pay the rental in a timely manner as provided herein.

C. To maintain, at its own expense, public liability insurance insuring against loss occasioned by injury to persons or damage to property of those persons coming upon the premises in the minimum amount of FIVE HUNDRED THOUSAND AND 00/100 (\$500,000.00) DOLLARS per incident. The policy of insurance shall be maintained throughout the term of the Lease or any renewal thereof and shall include, as an additional named insured, the Lessor.

PART VI. ADDITIONAL COVENANTS, PROMISES AND OBLIGATIONS OF THE LESSOR.

A. To allow the Lessee quiet and peaceful possession of the premises as long as the Lessee does not violate the terms and conditions of the Lease.

B. To pay all taxes and assessments as may be levied on the premises, provided however, that the Lessee shall be responsible for any *ad valorem* taxes or assessments levied on the plant, building or facilities erected by the Lessee, the

Lessor's obligation being limited to pay those taxes upon the "unimproved" premises only.

PART VII. MUTUAL PROMISES AND COVENANTS OF THE LESSOR AND LESSEE.

Section 7.1. Remedy on Breach: If the Lessee shall breach any of the terms of this Lease, including but not limited to, the failure to pay the rental within twenty (20) days after the same is due, then, in such an event, the Lessor shall have the right to re-enter and retake the possession of the leased premises and all rights of possession of the Lessee shall end. The Lessee shall have the right to exercise those rights granted to Lessors and Lessees under the statutory laws of this State, including the right to relet the premises under such terms and conditions as the Lessor may be able to effect, and the Lessee shall remain responsible for any and all loss of rentals suffered by the Lessor by reason of the breach of this agreement and Lease. Additionally, the Lessee shall be responsible for reasonable attorney fees and court costs incurred by the Lessor in the enforcement of the Lessee's obligations hereunder in addition to any other damages which the Lessor may be entitled to recover from the Lessee.

Section 7.2. Acknowledgement and Binding Effect: Each of the parties acknowledges receipt of one copy of this Lease, duly executed, which shall be and constitute an original. Each agrees that the terms hereof shall be binding upon themselves, their heirs, successors and assigns, during the term created herein. The parties acknowledge that their mailing address is to be as noted beneath their signatures, and that all notices required under the terms of this Lease by reason of the statutory laws of the State of South Carolina shall be delivered when mailed to that address with proper postage affixed.

**TO ALL OF WHICH THE PARTIES HAVE HERETOFORE AGREED
AND IN WITNESS WHEREOF** have placed their Hands and affixed their Seals
this day and date first above written.

Signed, Sealed and Delivered
in the Presence of:

PMC Whitney
Sandra L. Lee

Carra H. Orr (SEAL)
CARRA H. ORR, LESSOR

LESSOR'S ADDRESS:

724 Rock Crusher Road
Walhalla, SC 29691

HUBBARD PAVING AND GRADING, INC.

REX Kelly
Sandra L. Lee

BY: David G. Hubbard (SEAL)
David G. Hubbard, President for LESSEE

LESSEE'S ADDRESS:

224 Ridge Road
Westminster, SC 29693

STATE OF SOUTH CAROLINA)
)
COUNTY OF OCONEE)

ACKNOWLEDGEMENT

I, SANDRA L. LEE, a Notary Public for South Carolina, do hereby certify that CARRA H. ORR, LESSOR, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 3rd day of SEPTEMBER, 2010.

Sandra L. Lee (L.S.)
Notary Public for South Carolina
My Commission Expires: 4/5/2016

STATE OF SOUTH CAROLINA)
)
COUNTY OF OCONEE)

ACKNOWLEDGEMENT

I, SANDRA L. LEE, a Notary Public for South Carolina, do hereby certify that DAVID G. HUBBARD AS PRESIDENT OF HUBBARD PAVING AND GRADING, INC., LESSEE, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 1st day of SEPTEMBER, 2010.

Sandra L. Lee (L.S.)
Notary Public for South Carolina
My Commission Expires: 4-5-2016

STATE OF SOUTH CAROLINA
OCONEE COUNTY
ORDINANCE 2016-34

AN ORDINANCE DEVELOPING A MULTI-COUNTY INDUSTRIAL AND BUSINESS PARK (PROJECT MACKINAW) WITH PICKENS COUNTY; AUTHORIZING THE EXECUTION AND DELIVERY OF AN AGREEMENT GOVERNING THE MULTI-COUNTY INDUSTRIAL PARK; AUTHORIZING THE INCLUSION OF CERTAIN REAL PROPERTY LOCATED IN OCONEE COUNTY IN THE MULTI-COUNTY INDUSTRIAL PARK; AND OTHER RELATED MATTERS.

WHEREAS, Oconee County, South Carolina (“Oconee”), and Pickens County, South Carolina (“Pickens,” collectively, “Counties,” each, “County”), as contiguous counties, are authorized under Article VIII, Section 13(D) of the South Carolina Constitution and Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended (“Act”), to jointly develop a multi-county park to include real and personal property located in the geographic boundaries of the Counties;

WHEREAS, as provided under the Act, to promote the economic welfare of their citizens, the Counties desire to jointly develop a multi-county industrial and business park (Project Mackinaw) (“Park”) and execute and deliver an Agreement Governing the Park, the substantially final form of which is attached as *Exhibit A* (“Agreement”), to govern the inclusion of real and personal property in and expansion of the boundaries of the Park; and

WHEREAS, the Counties desire to include certain property in the Park (“Property”), as more particularly described on the attached *Exhibit B* and are hereby authorizing the inclusion of the Property in the Park.

NOW, THEREFORE, BE IT ORDAINED BY THE OCONEE COUNTY COUNCIL:

Section 1. Oconee is authorized to jointly develop the Park with Pickens. The Oconee County Council Chair (“Chair”) is authorized to execute the Agreement, the Clerk to the Oconee County Council (“Clerk”) is authorized to attest the same, and the Oconee County Administrator (“County Administrator”) is authorized to deliver the Agreement to Pickens. The form of the Agreement attached hereto is approved, with any revisions not materially adverse to Oconee approved by the County Administrator, following consultation with legal counsel to Oconee, and all of the terms of the Agreement are incorporated in this Ordinance by reference as if the Agreement were set forth in this Ordinance in its entirety.

Section 2. The County authorizes the inclusion of the Property in the Park.

Section 3. The Chair, the County Administrator and the Clerk (or their respective designees) are authorized to execute whatever other documents and take whatever further actions as may be necessary to effect the intent of this Ordinance.

Section 4. If any part of this Ordinance is unenforceable, the remainder is unaffected.

Section 5. Any ordinance, resolution or order, the terms of which conflict with this Ordinance, is, only to the extent of that conflict, repealed.

Section 6. This Ordinance is effective after third and final reading.

OCONEE COUNTY, SOUTH CAROLINA

Paul A. Cain, Chairman
Oconee County, South Carolina

(SEAL)
ATTEST:

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

READINGS:

First Reading: November 1, 2016
Second Reading: November 15, 2016
Public Hearing: December 6, 2016
Third Reading: December 6, 2016

EXHIBIT A
PARK AGREEMENT (PROJECT MACKINAW)

EXHIBIT B
LEGAL DESCRIPTION – PROJECT MACKINAW

All that certain piece, parcel or tract of land, situate, lying and being situated in the State of South Carolina, County of Oconee, containing approximately 39.70 acres, more or less as shown on that plat prepared for Oconee County, SC by Lavender, Smith & Associates, Inc., dated July 3, 2015 and recorded in the Office of the ROD for Oconee County in Plat Book B535, pages 3-4. Reference being made to said plat for a more complete and accurate description as to metes, bounds, courses and distances, all measurements being a little more or less.

STATE OF SOUTH CAROLINA)
COUNTY OF OCONEE)
COUNTY OF PICKENS)

AGREEMENT FOR DEVELOPMENT
FOR JOINT COUNTY INDUSTRIAL/BUSINESS
PARK (OCONEE-PICKENS INDUSTRIAL
PARK – PROJECT MACKINAW)

THIS AGREEMENT for the development of a joint county industrial/business park (Project Mackinaw) to be located within Oconee County, South Carolina (“Oconee County”) is made and entered into as of the — day of ____, 2016 by and between Oconee County and Pickens County, South Carolina (“Pickens County”).

RECITALS

WHEREAS, Oconee County, South Carolina and Pickens County, as contiguous counties, have determined that, in order to promote economic development and thus provide additional employment opportunities, there should be established in Oconee County, a Joint County Industrial Park (Oconee-Pickens Industrial Park – Project Mackinaw) (the “Park”); and

WHEREAS, as a consequence of the establishment of the Park, property therein shall be exempt from ad valorem taxation, but the owners or lessees of such property shall pay annual fees in lieu of taxes in an amount equal to that amount for which such owner or lessee would be liable except for such exemptions; and

WHEREAS, Oconee County has agreed to accept responsibility for the costs of infrastructure, maintenance, promotional costs, and other appropriate costs associated with the establishment and operation of the Park, to the extent, and only to the extent, not covered by private developers or owners of property in the Park;

NOW, THEREFORE, in consideration of the mutual agreement, representations and benefits contained in this Agreement and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. **Binding Agreement.** This Agreement serves as a written instrument setting forth the entire agreement between the parties and shall be binding on Oconee County and Pickens County, their successors and assigns.

2. **Authorization.** Article VIII, Section 13(D), of the Constitution of South Carolina (the “Constitution”) provides that counties may jointly develop an industrial and/or business park with other counties within the geographical boundaries of one or more of the member counties; provided that certain conditions specified therein are met and further provided that the General Assembly of the State of South Carolina provides by law a means by which the value of property in such park will be considered for purposes of bonded indebtedness of political subdivisions and school districts and for purposes of computing the index of taxpaying ability for school districts. Section 4-1-170, Code of Laws of South Carolina, 1976, as amended (“Section 4-1-170”), satisfies the conditions imposed by Article VIII, Section 13(D), of the Constitution and provides the statutory vehicle whereby a joint county industrial park may be created.

3. Location of the Park.

(A) The Park shall consist of property located in Oconee County. Such property is hereinafter described in Exhibit "A". The boundaries of the Park may be enlarged or diminished and property may be included from time to time as authorized by ordinances of both Oconee County and Pickens County.

(B) In the event of any enlargement or diminution of the boundaries of the Park, this Agreement shall be deemed amended and there shall be attached hereto a revised Exhibit "A" which shall contain a legal description of the boundaries of the Park, as enlarged or diminished, together with a copy of the ordinances of Oconee County Council and Pickens County Council pursuant to which such enlargement or diminution was authorized.

(C) Prior to the adoption by Oconee County Council and by Pickens County Council of ordinances authorizing the diminution of the boundaries of the Park, a public hearing shall first be held by Oconee County Council. Notice of such public hearing shall be published in a newspaper of general circulation in Oconee County at least once and not less than fifteen (15) days prior to such hearing. Notice of such public hearing shall also be served in the manner of service of process at least fifteen (15) days prior to such public hearing upon the owner and, if applicable, the lessee of any real property which would be excluded from the Park by virtue of the diminution.

(D) Notwithstanding the foregoing, for a period of five (5) years commencing with the later of the effective date of this Agreement or the effective date of the expansion of the boundaries of the Park to include such parcel, the boundaries of the Park shall not be diminished so as to exclude therefrom any parcel or real estate without the consent of the owner and the Counties and, if applicable, lessee of such parcel; and this sentence of this Agreement may not be modified or deleted herefrom for a period of five (5) years commencing with the effective date hereof, except as provided in Section 10 below. Further, notwithstanding any other provision hereof, no parcel or property may be deleted from the Park while any incentive, or form of government financing for Oconee County is dependent on such parcel or property being in a joint county industrial/business park.

(E) In the event any enlargement of the boundaries of the park cause the Park boundaries to encompass all or a portion of a municipality, the Counties must obtain the consent of the municipality prior to the expansion of the Park.

4. Fee in Lieu of Taxes. Property located in the Park shall be exempt from ad valorem taxation in accordance with Article VIII, Section 13(D). The owners or lessees of any property situated in the Park shall pay in accordance with this Agreement an amount equivalent to the ad valorem property taxes or other in-lieu-of payments that would have been due and payable but for the location of such property within the Park.

5. Allocation of Park Expenses. Oconee County and Pickens County shall bear expenses, including, but not limited to, development, operation, maintenance and promotion of

the Park and costs to provide public services such as sewage, water, fire, and police protection within the Park in the following proportions:

- A. Oconee County 100%
- B. Pickens County 0%

Notwithstanding the foregoing, nothing herein shall be construed to prevent Oconee County from requiring the owner of privately owned property within the Park to bear all such expenses.

6. **Allocation of Park Revenues.** Oconee County and Pickens County shall receive an allocation of all revenue generated by the Park through payment of fees in lieu of ad valorem property taxes or from any other source in the following proportions:

- A. Oconee County 99%
- B. Pickens County 1%

7. **Revenue Allocation Within Each County.** Revenues generated by the Park through the payment of fees in lieu of ad valorem property taxes shall be distributed to Oconee County and to Pickens County according to the proportions established by Paragraph 6. Such revenue shall be distributed within Oconee County in accordance with the applicable governing ordinance of Oconee County in effect from time to time. Revenues received by Pickens County by way of fees in lieu of taxes from property in Oconee County in the Park shall be retained by Pickens County.

8. **Fees in Lieu of Taxes Pursuant to Titles 4, 12 and 29 of the Code of Laws of South Carolina.** It is hereby agreed that the entry by Oconee County into any one or more agreements pursuant to Section 4-12-30, Section 4-29-67 or Section 12-44-30, Code of Laws of South Carolina, 1976, as amended, or any successor statutes, with respect to property located within the Park and the terms of such agreements shall be at the sole discretion of Oconee County.

9. **Assessed Valuation.** For the purpose of calculating the bonded indebtedness limitation of the political subdivisions within the Park and for the purpose of computing the index of taxpaying ability of the applicable school district(s) pursuant to Section 59-20-20(3), Code of Laws of South Carolina, 1976, as amended, allocation of the assessed value of property within the Park to Oconee County and Pickens County shall be identical to the percentage established for the allocation of revenue to each county, respectively, pursuant to Paragraph 7.

10. **Non-qualifying Use.** Notwithstanding anything in paragraph 3 to the contrary, in the event that a tract or site of land located in the Park is purchased and developed by a person or business enterprise whose employees, because of the nature of their employment, do not qualify for the corporate income tax credit provided in South Carolina Code of Laws, 1976, as amended, Section 12-6-3360 (the "Non-qualifying Site"), Oconee County may unilaterally remove by ordinance, the Non-qualifying Site from the Park, so long as, and to the extent that such removal does not adversely impact any financing or other incentive then in effect.

The maximum tax credits allowable by Section 12-6-3360 of the Code of Laws of South

Carolina, 1976, as amended or any successor statute, will apply to any business enterprise locating in the Park.

Any business enterprise locating in the Park shall pay a fee-in-lieu of ad valorem taxes as provided for in the Agreement, Article VIII Section 13 of the South Carolina Constitution and the Act. The user fee paid in lieu of ad valorem taxes shall be paid to the county treasurer for the County in which the premises is located. That portion of the fees from the Park premises allocated pursuant to the Agreement to Pickens County shall be paid by the Oconee County Treasurer to the Pickens County Treasurer within fifteen (15) business days following the end of the calendar quarter of receipt for distribution, and such distribution shall be made in accordance with the Agreement. Payments shall be made by a business or industrial enterprise on or before the due date for taxes for a particular year. Penalties for late payment will be at the same rate and at the same times as for late tax payment. Any late payment beyond said date will accrue interest at the rate of statutory judgment interest. Oconee County, acting by and through the county tax collector for the county where the premises is located, shall maintain all liens and rights to foreclose upon liens provided for counties in the collection of ad valorem taxes.

The administration, development, promotion, and operation of the Park shall be the responsibility of Oconee County. Provided, that to the extent any Park premises is owned by a private developer, the developer shall be responsible for development expenses as contained in the Agreement.

In order to avoid any conflict of laws for ordinances between the Counties, the Oconee County ordinances will be the reference for such regulations or laws in connection with the Park premises. Nothing herein shall be taken to supersede any state or federal law for regulation.

The Oconee County Sheriff's Department will have initial jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park premises and fire, sewer, water and EMS service will be provided by those Oconee County agencies providing such services in that part of Oconee County.

11. **Severability.** In the event and to the extent (and only to the extent) that any provision or any part of a provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or any other provision or part of a provision of this Agreement.

12. **Termination.** Notwithstanding any provision of this Agreement to the contrary, Oconee County and Pickens County agree that this Agreement may not be terminated by either party, unilaterally, until the earlier of December 31, 2056, or the date on which the last FILOT payment is received from any Project located in the Park, but may be terminated, unilaterally, by either party thereafter.

[SIGNATURE PAGES FOLLOW]

WITNESS our hands and seals this ___ day of _____ 2016

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Paul Cain, Chairman of County Council
Oconee County, South Carolina

ATTEST:

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

And this ____ day of _____ 2016

PICKENS COUNTY, SOUTH CAROLINA

By: _____
Jennifer H. Willis, Chairman of County Council
Pickens County, South Carolina

ATTEST:

By: _____
Crystal A. Alexander, Clerk to County Council
Pickens County, South Carolina

**EXHIBIT A
LAND DESCRIPTION
OCONEE COUNTY**

All that certain piece, parcel or tract of land, situate, lying and being situated in the State of South Carolina, County of Oconee, containing approximately 39.70 acres, more or less as shown on that plat prepared for Oconee County, SC by Lavender, Smith & Associates, Inc., dated July 3, 2015 and recorded in the Office of the ROD for Oconee County in Plat Book B535, pages 3-4. Reference being made to said plat for a more complete and accurate description as to metes, bounds, courses and distances, all measurements being a little more or less.

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2016-35

AN ORDINANCE AUTHORIZING THE DISSOLUTION OF THE SOUTH CAROLINA WORKLINK WORKFORCE INVESTMENT CORPORATION, A SOUTH CAROLINA NONPROFIT CORPORATION, ESTABLISHED TO SERVE AS THE LOCAL WORKFORCE INVESTMENT BOARD FOR THE WORKFORCE INVESTMENT AREA COMPRISED OF ANDERSON COUNTY, OCONEE COUNTY, AND PICKENS COUNTY, SOUTH CAROLINA AND CANCELLATION OF THE INTERGOVERNMENTAL AGREEMENT BY AND AMONG SAID COUNTIES; AND OTHER MATTERS RELATING THERETO.

WHEREAS, the United States Congress enacted Public Law 105-220, known as the Workforce Investment Act of 1998 (“WIA”), which among other things, was enacted to facilitate workforce investment activities through the implementation of state and local workforce investment systems;

WHEREAS, by virtue of a Consortium Agreement entered into by and among Anderson County, Oconee County, and Pickens County, South Carolina (collectively, the “Counties”) in 1999 (the “Consortium Agreement”), in accordance with Section 117(c)(1)(B)(i) of the WIA, a consortium known as the WorkLink Workforce Investment Board (the “Consortium Board”) was formed to serve as the local workforce investment board for the workforce investment area comprised by the three Counties (the “Pendleton Workforce Area”), as designated by the Governor of South Carolina, all as required under the WIA and the state plan adopted by the Governor of South Carolina implementing the WIA (the “State Plan”);

WHEREAS, the Consortium Board and the County Council for each of the Counties formed a South Carolina nonprofit corporation known as the **South Carolina WorkLink Workforce Investment Corporation** (the “Corporation”) on October 27, 2011, so that the Corporation could carry on all of the functions of the Consortium Board as the local workforce investment board for the Pendleton Workforce Area;

WHEREAS, the Counties entered into an intergovernmental agreement to be effective October 10, 2011 (the “Intergovernmental Agreement”), which among other things, provided for the creation and organization of the Corporation and set out certain duties and obligations of the Counties related to the Corporation, all in accordance with the WIA and the State Plan;

WHEREAS, the United States Congress enacted Public Law 113-128, known as the Workforce Innovation Act (“WIOA”), which among other things, was enacted to replace and repeal the WIA and restructure the way statewide and local workforce development systems provide workforce investment activities;

WHEREAS, by virtue of the enactment of the WIOA, the Counties desire to mutually terminate the Intergovernmental Agreement and authorize the dissolution of the Corporation in order to further the implementation of the WIOA;

WHEREAS, the county council of Oconee County (the "County Council") believes it is in the best interest of Oconee County (the "County") to terminate the Intergovernmental Agreement and approve the dissolution of the Corporation and to authorize the Chairperson of County Council and/or the County Administrator to execute and deliver any and all documents and instruments and to do and to cause to be done any and all acts and things necessary or proper for carrying out the cancellation of the Intergovernmental Agreement and dissolution of the Corporation on behalf of the County.

NOW, THEREFORE, be it ordained by County Council, in meeting duly assembled, that the Intergovernmental Agreement should be terminated and that the Corporation should be dissolved, and that the Chairperson of County Council and/or the County Administrator is hereby authorized to execute and deliver any and all documents and instruments and to do and to cause to be done any and all acts and things necessary or proper for carrying out the termination of the Intergovernmental Agreement and the dissolution of the Corporation on behalf of the County, and to carry out any duties and responsibilities contained therein on behalf of the County.

ORDAINED in meeting, duly assembled, this ___ of _____, 2016.

OCONEE COUNTY, SOUTH CAROLINA

Paul A. Cain, Chairman, County Council
Oconee County, South Carolina

ATTEST:

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

First Reading: November 15, 2016
Second Reading: December 6, 2016
Public Hearing:
Third Reading:

STATE OF SOUTH CAROLINA
OCONEE COUNTY
ORDINANCE 2016-36

AN ORDINANCE TO AUTHORIZE THE CONVEYANCE OF EASEMENT RIGHTS TO AMERICAN LEGION POST #124 FOR THE PURPOSE OF PROVIDING ACCESS TO DISPOSE OF SANITARY SEWER INTO A PUBLICLY-OWNED SANITARY SEWER SYSTEM THAT CAN BE ACCESSED ON COUNTY-OWNED PROPERTY; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Oconee County, a body politic and corporate and a political subdivision of the State of South Carolina (the "County"), is the owner of approximately 9.472 acres of land located on Kenneth Street in the City of Walhalla, South Carolina ("County Property"); and

WHEREAS, American Legion Post #124 wishes to acquire from the County, and the County wishes to grant to American Legion Post #124, certain easement rights to enter the subject easement area to measure, survey, grade, place, lay, install, construct, and/or maintain a sanitary sewer line, and do all things reasonably necessary and incidental thereto (collectively, the "Easement Rights"); and

WHEREAS, the form, terms, and provisions of the Easement Agreement (the "Easement Agreement") now before the Oconee County Council ("County Council"), a copy of which is attached hereto as **Exhibit "A,"** are acceptable to the County Council for the purpose of giving effect to the Easement Rights; and

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

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

1. County Council hereby approves the Easement Rights, subject to and in conformity with the provisions of the Easement Agreement.
2. The Administrator of the County ("Administrator") shall be, and hereby is, authorized to execute and deliver the Easement Agreement on behalf of the County in substantially the same form as attached hereto as Exhibit "A," or with such changes as are not materially adverse to the County and as the Administrator shall approve, upon the advice of legal counsel, such Administrator's approval to be deemed given by his execution of the Easement Agreement.
3. The Administrator shall be, and hereby is, authorized to execute and deliver on behalf of the County any and all other documents, or instruments related to the Easement Rights in a form and substance acceptable to the Administrator, on advice of legal counsel to the County.
4. Should any portion of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall not affect the remaining terms and provisions of this Ordinance, all of which are hereby deemed separable.

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

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

ORDAINED in meeting, duly assembled, this ____ of _____, 2016.

OCONEE COUNTY, SOUTH CAROLINA

Paul A. Cain, Chairman, County Council
Oconee County, South Carolina

ATTEST:

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

First Reading: December 6, 2016
Second Reading:
Public Hearing:
Third & Final Reading:

Exhibit A

STATE OF SOUTH CAROLINA)
)
COUNTY OF OCONEE)

EASEMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS that Oconee County (hereinafter “Grantor”), for and in consideration of the sum of One and 00/100 (\$1.00) Dollar and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, and convey unto American Legion Post #124 (hereinafter “Grantee”), its successors, and assigns a perpetual non-exclusive easement over, across, beneath, and through a portion of Grantor’s property. Grantor’s property is shown on Exhibit “A” attached hereto and incorporated herein by reference (hereinafter “Grantor’s Property”).

The “Easement Premises,” defined below, is located within Grantor’s Property and is established for the purposes set forth herein, specifically for the establishment of a sanitary sewer service easement, such that Grantee may construct, install, operate, and maintain a sanitary sewer service line (the “Line”) in compliance with all applicable local, state, and federal laws. A sanitary sewer service line is an underground conduit that transports sanitary sewer waste from a single service point (a building) and flows by gravity to discharge into a sanitary sewer main line. A sanitary sewer main line is an underground conduit that collects discharges from multiple sanitary sewer service lines. Grantee requires this easement in order to construct the Line on Grantor’s Property, as shown on the plat attached hereto as Exhibit “B,” and incorporated herein by reference. The Easement Premises consist of ten (10) feet on either side of the line depicted on Exhibit “B” bearing N11°11’17”W, distance 123.02’.

This easement agreement conveys to Grantee, its successors, assigns, agents, servants, employees, contractors, licensees, visitors, and guests the right to construct and maintain the Line within the Easement Premises. In the event that the Easement Premises is no longer used for such purpose, this Agreement shall be terminated, subject to the terms and conditions contained herein.

Grantor grants to Grantee the right to perform such maintenance and to make such changes, improvements, expansions, removals, relocations, repairs, alterations, renewals, substitutions, replacements, and additions of or to the Easement Premises for the purposes stated herein, from time to time as Grantee may, in its sole discretion, deem desirable. Grantee is granted ingress and egress rights in, on, over, and to such portions of Grantor’s Property, in addition to that contained within the described Easement Premises, as may be reasonably necessary to carry out the intent and purposes hereof and to the give effect to the rights granted herein.

Grantee shall be responsible for all maintenance, alterations, additions, and repairs to the Easement Premises and the Line to ensure that the Easement Premises and Grantor’s Property remain in proper and usable condition. Grantee shall have the right to enter the Easement Premises at all times to ensure its maintenance obligation may be met or to install alterations or

additions to the Line. Following installation, maintenance, or alteration of the Line, Grantee shall promptly repair and restore any damage to Grantor's Property and the Easement Premises arising or resulting from such work.

Grantee, its respective heirs, grantees, successors, and assigns shall exonerate, hold harmless, indemnify, and defend Grantor from any claims which may arise out of the use of the Easement Premises as described herein.

The easements and rights granted herein shall constitute perpetual covenants running with the land encumbered hereby until such time as this agreement is terminated by written agreement, executed by all parties, their successors or assigns, or as otherwise provided herein.

This Easement may only be modified by written instrument executed by all parties, their successors and assigns.

This instrument fully sets forth the terms and conditions of the easement granted herein. There are no oral or other written agreements between Grantor and Grantee that modify, alter, or amend this easement agreement.

The terms and provisions of this easement agreement shall constitute covenants running with the land and shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

TO HAVE AND TO HOLD this easement unto Grantee, its successors and assigns forever, and Grantor hereby binds Grantor and Grantor's heirs, executors, administrators, successors, and assigns, to warrant and forever defend all and singular the rights, privileges, and interests above described, unto Grantee, its successors and assigns, against Grantor and against Grantor's heirs, successors and assigns, against claims brought by, through or under Grantor.

IN WITNESS WHEREOF the hand and seal of Grantor herein has hereunto been set this _____ day of _____, 20__.

Witnesses:

Grantor:

(Witness)

By: _____

(Witness)

Its: _____

Exhibit A

Grantor's Property

All that certain piece, parcel, or tract of land, together with all improvements thereon, lying and being situate in the State of South Carolina, County of Oconee, City of Walhalla, containing 9.472 acres, more or less, as shown and more fully described on a plat there prepared by Gregory Blake Sosebee, P.L.S. #14818, dated December 4, 2006, and recorded in Plat Book B-181, page 1, records of the Oconee County Register of Deeds. See Deed Book 1554, page 276.

This being a portion of the property conveyed unto West Union Realty, L.L.P. by deed of West Union Realty, recorded April 22, 1996 in Deed Book 860, page 1.

See plat attached.

Exhibit B

Easement Premises

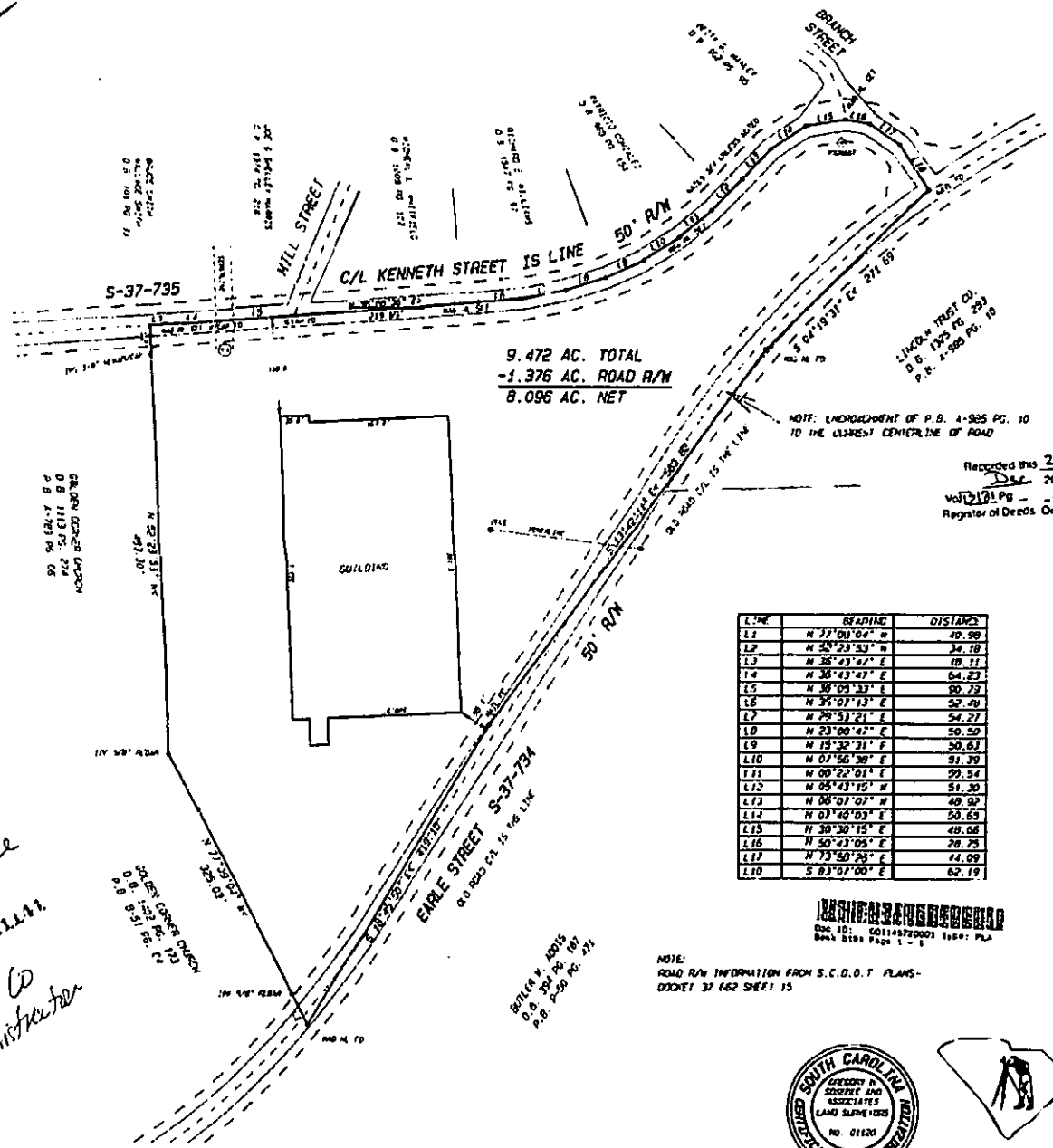
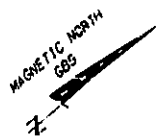
See attached.

Exhibit A

FILED FOR RECORD
 OCONEE COUNTY, S.C.
 REGISTER OF DEEDS
 17th DEC 21 2 34

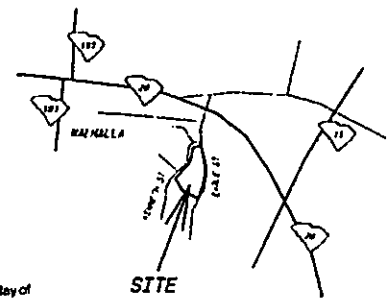
PLAN PREPARED FOR
 SCDOT to
 OCONEE COUNTY
 Deed 1554
 Pg 276 -

PARCEL ON FAIRLE ST & KENNETH ST.
 REF. O.B. 860 PG. 01
 REF. PA A-365 PG 03 & PG P-45 PG 173
 TRF# 500-24-01-001



9.472 AC. TOTAL
 -1.376 AC. ROAD R/W
 8.096 AC. NET

Recorded this 21 day of
 Dec 2006
 Val [Signature] and Certified
 Register of Deeds, Oconee County



LOCATION MAP

ACREAGE - 9.472 AC. TOTAL
 DATE: DECEMBER 4, 2006
 STATE OF SOUTH CAROLINA
 COUNTY OF OCONEE
 TOWNSHIP OF WAGENER
 CITY OF WALMALLA
 SCALE: 1" = 100'

| LINE | BEARING | DISTANCE |
|------|---------------|----------|
| L1 | N 77°01'04" W | 40.90 |
| L2 | N 52°53'53" W | 34.78 |
| L3 | N 38°43'47" E | 60.11 |
| L4 | N 30°13'07" E | 54.23 |
| L5 | N 30°09'33" E | 50.73 |
| L6 | N 34°07'13" E | 52.40 |
| L7 | N 29°51'21" E | 54.27 |
| L8 | N 23°00'42" E | 50.50 |
| L9 | N 15°32'31" E | 20.63 |
| L10 | N 07°56'30" E | 31.30 |
| L11 | N 00°22'01" E | 22.54 |
| L12 | N 05°43'15" W | 51.30 |
| L13 | N 08°01'02" W | 48.00 |
| L14 | N 03°48'03" E | 28.63 |
| L15 | N 30°30'15" E | 48.68 |
| L16 | N 50°43'05" E | 28.75 |
| L17 | N 73°50'26" E | 44.09 |
| L18 | S 83°07'00" E | 62.19 |

NOTE:
 ROAD R/W INFORMATION FROM S.C.D.O.T. PLANS-
 SHEET 37 (62 SHEET) 15

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE,
 INFORMATION AND BELIEF, THE SURVEY SHOWN HEREIN WAS MADE
 IN ACCORDANCE WITH THE REQUIREMENTS OF THE MENTOR
 STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN
 SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR
 A CLASS B SURVEY AS SPECIFIED THEREIN.

THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS SHOWN
 THAN SHOWN.

Gregory Blake Sosebee
 12/14/06
 GREGORY BLAKE SOSEBEE, P.L.S. # 14810
 P.O. BOX 275 SENECA, S.C. 29679-0275
 TELEPHONE 18641 882-0024



no fee
 O.C.C.M.
 Ref: Oconee Co
 Administration

NOTE THIS PROPERTY IS SUBJECT TO ALL EASEMENTS & R/W'S OF RECORD.

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2016-38**

AN ORDINANCE AMENDING ARTICLE IV OF CHAPTER 32 OF THE OCONEE COUNTY CODE OF ORDINANCES IN CERTAIN LIMITED REGARDS AND PARTICULARS PERTAINING TO COMMUNICATION TOWERS; AND OTHER MATTERS RELATED THERETO.

WHEREAS, consistent with the powers granted county governments by S.C. Code § 4-9-25 and S.C. Code § 4-9-30 Oconee County (“County”) has the authority to enact regulations, resolutions, and ordinances, not inconsistent with the Constitution and the general law of the State of South Carolina, including the exercise of such powers in relation to health and order within its boundaries and respecting any subject as appears to it necessary and proper for the security, general welfare, and convenience of the County or for preserving health, peace, order, and good government therein; and,

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

WHEREAS, County Council recognizes that there is a need to revise the law of the County to meet the changing needs of the County and that there is a need to amend, specifically, Article IV of Chapter 32 of the Oconee County Code of Ordinances which addresses Communication Towers; and,

WHEREAS, County Council has therefore determined to modify Article IV of Chapter 32 of the Oconee County Code of Ordinances.

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

1. Article IV of Chapter 32 of the Oconee County Code of Ordinances, entitled Communication Towers, is hereby revised, rewritten, and amended to read as set forth in Exhibit “A,” which is attached hereto and incorporated herein by reference.

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

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

5. All other terms, provisions, and parts of the Code of Ordinances shall remain in full force and effect.

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

ORDAINED in meeting, duly assembled, this ____ day of _____, 2017.

OCONEE COUNTY, SOUTH CAROLINA

Paul A. Cain, Council Chairman
Oconee County, South Carolina

Attest:

Elizabeth G. Hulse
Clerk to Council

First Reading: December 6, 2016
Second Reading:
Public Hearing:
Third & Final Reading:

ARTICLE IV. - COMMUNICATION TOWERS

Sec. 32-131. - Authority of article provisions.

The authority to regulate communication towers in the county is found in the South Carolina Code of Laws, Title 6, Chapter 29.

Sec. 32-132. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Antenna means a device, dish, or array used to collect or radiate electromagnetic waves for the purpose of transmitting or receiving telecommunications signals.

Board means the county zoning board of appeals.

Communication tower means a tower, pole, or similar structure that supports or functions as a telecommunications antenna; that is constructed above ground level at a fixed location; that is operated for commercial purposes; and that is either self-supporting, guyed, or mounted on a building or structure.

Height (of a Communication tower) means the distance from the base of the Communication tower, as measured from the average original, unimproved elevation of the finished grade upon which the Communication tower is constructed to the highest point of the Communication tower.

Performance standards means performance zoning as authorized by S.C. Code 1976, § 6-29-720(C) et seq.

Stealth tower means a Communication tower designed and installed in a manner such that the antenna, supporting apparatus and associated structures are aesthetically and architecturally complimentary and appropriate with regard to an existing structure or immediate environment in which the Communication tower is located. Examples include, without limitation, church steeples, bell towers, flagpoles, etc.

Telecommunications (as defined in the Federal Telecommunications Act of 1996) means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

Cross reference— Definitions generally, § 1-2.

Sec. 32-133. - Communications tower and antenna permitted.

- (a) *Determination by Community Development Director or his designated staff representative (collectively "Director")*. All applications for tower placement must be submitted to the Director for review. Applications must be complete and shall include all of the materials required by this article (application requirements) and must meet all applicable requirements and/or conditions in this article before an application will be processed. Incomplete applications will be returned to the applicant. Under the following circumstances, the Director may administratively approve applications for placement of towers and associated antennas:

- (1) As a Communication tower and/or antenna in any district co-located on existing towers or structures.
- (2) As co-locations on existing electric utility company transmission line towers (such as Duke Power Company towers) which increase the height of the towers by no more than 20 feet.
- (3) As a tower in a site preselected by the Board as a recommended location based upon the county's county-wide Communication tower site study.
- (4) As an individual Communication tower and associated antennas that do not exceed 75 feet in total height.

Applications approved by the Director must comply with all other requirements of this article. The Director may refer any application to the Board for final review and approval as a special exception.

- (b) *Special exceptions granted by the Board.* Other than as permitted by Section 32-133 (a), Communication towers are permitted in the county for use only as a special exception. Applications for tower construction are subject to review and approval by the Board. Priority in approving additional telecommunications facilities in the county shall be given to co-location on existing towers or structures, including electric utility company transmission line towers.

Only when these possibilities have been exhausted or when it can be demonstrated by an applicant that the alternatives are not technically feasible to provide adequate coverage for the county, or when it can be documented by the applicant that the cost of the proposed lease for a site or location is more than 20 percent above the prevailing rate of leases in comparable Metropolitan Statistical Areas (M.S.A.'s) in the southeast, shall other sites be considered for approval. Communication towers approved by the Board in all districts, as defined in O.C. Code § 38-10.7, shall be encouraged as stealth designs. At the discretion of the Board, Communication Towers may be required to be constructed as a stealth design depending on the impact of the tower on the surrounding area.

- (c) *Appeals to the Board.* Whenever there is an alleged error by the Director in an order, requirement, decision, or determination, an applicant may request a hearing before the Board. The Board has the authority to correct, reverse, or uphold the decision of the Director.
- (d) *Time limit for determination.* Failure of the Director to act within 45 days from the date of the submission of a properly completed application, unless extended by mutual agreement, may be considered by applicant to be a denial of a permit and may be appealed to the Board.
- (e) *Co-locations.* Co-locations on existing Communication towers or other structures such as existing electric utility company towers which do not increase the height of the existing Communication tower or structure are strongly encouraged. Co-locations, construction of freestanding structures (such as monopoles) which are located within the footprint of the existing tower or reconstruction of existing towers, any of which increase the height of the existing tower by more than 20 feet may be approved by special exception if they do not exceed the total tower height permitted in Section 32-136. All new towers shall be designed to accommodate the principal provider and at least two additional carriers. At the discretion of the Board, new stealth towers shall also be designed to accommodate additional carriers.

The county, prior to final approval, must be satisfied that the Communication tower makes reasonable accommodations for an additional user. The applicant shall make unused tower space available at fair market value.

Sec. 32-134. - General requirements.

- (a) *Illumination.* Communication towers shall be illuminated only as required by the Federal Communication Commission (FCC) and/or the Federal Aviation Administration (FAA).
- (b) *Color.* Communication towers shall only be painted with a gray, non-reflective paint unless otherwise required by state or federal regulations.
- (c) *Signs.* A sign, two square feet in size which includes the names of the companies operating the equipment and a phone number for emergencies shall be displayed in a visible location on or near the Communication tower. This sign shall be in addition to any signage requirements set by state and federal regulators. No commercial advertising of any type may be attached to a Communication tower.
- (d) *Removal.* A Communication tower which use has been discontinued for a continuous period of one year, shall be removed within 120 days of the date of the end of such period, unless a use agreement is maintained with the landowner. Companies must notify the county within 30 days if telecommunications cease operations at a tower or antenna. All structures, fencing, screening and other improvements must be removed, and the site must be returned to its original condition at the company's expense.
- (e) *Security.* For towers greater than 75 feet, self-supporting freestanding Communication towers, and associated structures shall be appropriately secured by means of a wall, fence, or other device at least eight feet in height and installed an appropriate distance from the outer edge of the Communication tower at all points (collectively "Security Fencing").
- (f) *Screening.* For towers greater than 75 feet, the purpose of this subsection is to establish control for the visual quality of Communication towers from the ground level. A Communication tower, as pertains to this subsection, includes the tower, the land, and everything within the required Security Fencing including any other building and equipment. The screen shall be a minimum depth of ten feet of land surrounding the tower except for one service access. An appropriate plant material screen shall be evergreen plants of a quality and planted in accordance with the standards of the American Nurserymen Association that are indigenous or native to the county area. Such plantings shall be appropriately spaced and of such a size so as to achieve a dense screen with a minimum height of six feet within a three-year period from erection of a tower. Additional screening with deciduous or evergreen trees is desirable and encouraged. Existing trees shall be preserved unless a waiver has been granted by the Director to selectively cut specified trees. If in extreme or unusual situations and where it is proven impossible to properly construct the plant material screen, the Director may grant permission to construct the security fence as a solid masonry wall, either brick or stucco-type finish, with a minimum height of six feet above ground level and constructed in accordance with applicable construction codes. A certificate of occupancy shall not be issued by the county codes department until the required planting is completed. When the occupancy of a structure is desired prior to the completion of the required planting, a certificate of occupancy may be issued only if the owners or developers provide to the county a form of surety satisfactory to the county

attorney and in an amount equal to 125 percent of the costs of the remaining plant materials, related materials, and installation (with the costs agreed to by the Director). The form of the surety shall be in conformity with the land development regulations for the county. All required plantings must be installed and approved by the first planting season following issuance of the certificate of occupancy or the bond will be forfeited to the county. The owners and their agents shall be responsible for providing, protecting, and maintaining all required plant material in healthy condition, replacing unhealthy or dead plants within one year or by the next planting season, whichever comes first. Replacement material shall conform to the original intent of the approved plan.

- (g) *Tower wind load.* The Communication tower shall be designed to withstand winds in accordance with ANSI/EIA/TIA 222 (latest revision) standards based on the wind load presented by antenna, feedlines, and other associated hardware to be supported by the Communication tower. Certification from a structural engineer registered in the state shall constitute proof that such standard has been met.
- (h) *FCC authorization .* The owner of the antenna and transmission/reception equipment to be installed on the Communication tower shall possess either a valid FCC license/construction permit or a statement establishing FCC compliance for the proposed operation.
- (i) *Design for multiple use.* A new Communication tower shall be designed to accommodate additional antennae as provided for elsewhere in this article.
- (j) *Safety codes.* A Communication tower shall comply with all applicable health, nuisance, noise, fire, building, and safety code requirements.
- (k) *Distance between towers.* A proposed Communication tower in excess of 100 feet shall not be permitted within 1,300 feet of an existing Communication tower in excess of 100 feet in height, unless the applicant certifies to the Board that the existing communication tower does not meet applicant's structural specifications and applicant's technical design requirements, or that a co-location agreement could not be obtained.
- (l) *Application of county land use regulations.* Land development regulations and other performance standards shall apply to the use, unless otherwise provided in this article.
- (m) *Minimum setbacks.* A Communication tower (not including guy anchors) over 75 feet must be, at a minimum, setback as follows:
 - (1) A distance equal to the total height of the Communication tower from all property lot lines.
 - (2) A distance equal to the total height of the Communication tower from the nearest point of any structure meeting minimum standards for human occupation as put forth in applicable building codes adopted by the county.
 - (3) A distance equal to the total height of the Communication tower from any properties containing churches, schools, colleges, children's homes and shelters, hospitals and nursing homes; except that Communication towers which meet the definition of Stealth tower in Section 32-132 may be permitted by special exception on these properties.
 - (4) A distance equal to the total height of the Communication tower from the right-of-way of all streets and roads.

- (5) A Communication tower may not be sited (1) within a distance equal to two hundred and fifty (250) feet of the boundary of a historic district; (2) on or within 250 feet of a structure that is a designated a National Historic Landmark or that is listed in, or eligible for listing in, the National Register of Historic Places; or (3) on or within property that is the subject of a pending complaint alleging an adverse effect on a historic property.

All guy cables and anchors must be set back at a minimum of 20 feet from all lot lines and habitable structures.

Variations may be granted from the requirements of subsections (1) and (2) upon submission of a properly prepared engineered fall zone design / construction document(s).

Sec. 32-135. - Additional requirements for location near the county airport.

- (a) With the exception of towers for aeronautical purposes, in no case may a Communication tower penetrate any imaginary surface, as described in chapter 14 of the Code of Federal Regulations, Federal Aviation Regulation (FAR) Part 77, associated with existing or proposed runways at any publicly owned airport. All Communications towers located within the first 12,000 feet of the approach surface of an existing or proposed runway at such facility, or within the horizontal surface associated with such runways as described in FAR Part 77, shall be lighted. Such towers shall be illuminated by strobe lights during daylight and twilight hours, and red lights during nighttime hours.
- (b) A copy of any plans whereby a Communication tower will be located within such 12,000 feet area shall be provided by the applicant to the county airport manager and the Director for comment. Any comments shall be made within ten days of delivery to such manager with a copy to the Director and the applicant. Prior to issuance of a building permit, the applicant shall provide documentation to the Director that the proposed Communication tower has been reviewed by the Federal Aviation Administration (FAA), if so required, and that a finding of no hazard to air navigation has been determined.

Sec. 32-136. Maximum height of Communication towers.

The maximum height of freestanding communication towers shall be as follows:

| District ¹ | Maximum Height |
|-------------------------|------------------------|
| Residential | Not exceeding 175 feet |
| Commercial | Not exceeding 200 feet |
| Industrial/agricultural | Not exceeding 250 feet |

Sec. 32-137. Permitted height of building-mounted Communication towers.

¹ See O.C. Code § 38-10.

A Communication tower shall not exceed 20 feet in height, as measured from the base of the Communication tower to the highest point of the Communication Tower, if mounted on a building or any structure other than a freestanding or guyed Communications tower.

Sec. 32-138. Application requirements.

The following information shall be submitted for all applications for approval of a Communication tower:

(a) **Structural Specifications.** Two copies of the specifications for proposed structure, including description of design characteristics and material.

(b) **Technical Specifications.**

For each antenna to be installed

- (1) Manufacturer and model number
- (2) Frequency band used for transmitting and receiving
- (3) Effective radiating power
- (4) Mounting position above ground
- (5) A Study demonstrating compliance with FCC RF exposure limits (all antennas)

(c) **Site plan.** Two copies of a site plan drawn to scale showing property boundaries, Communication tower location, Communication tower height, guy wires and anchors, Security Fencing, Screening, existing structures, photographs or elevation drawings depicting typical design of proposed structures, parking, fences, landscape plan, and existing land uses on adjacent property. A site plan is not required if antenna is to be mounted on an approved existing structure. Prototypical drawings indicating various types of equipment to be located on the Communication tower may be submitted at the time of the permit application. Identification of the owners of all antennae and equipment to be located on the site. Other equipment may be added to the Communication tower without additional permits or inspections as long as electrical wiring is not required.

(d) **Location map.** Two copies of a current map, or update for an existing map on file, showing geographic coordinates of the Communication tower's , calculated coverage areas, facilities, location of existing nearby (within 3 miles) Communication towers, and proposed Communication towers, serving contiguous areas. An applicant may request that specific proprietary or confidential information be withheld from the public record.

(e) **Owner authorization.** Written authorization from the site owner for the application.

(f) **Visual impact analysis.** A line of sight analysis showing the potential visual and aesthetic impact on adjacent residential districts.

(g) **Alternative to co-location or stealth design.** Co-located or stealth designs shall be required unless satisfactory documented evidence can be provided indicating that:

- (1) The proposed antenna and equipment cannot be accommodated and function as required;

- (2) The applicant's technical design requirements are such that without unreasonable modifications they cannot function on any existing structure or Communication tower under the control of applicant; and
 - (3) The applicant has considered all available publicly owned sites, and available privately owned sites occupied by a compatible use, including all applicable sites or locations or a combination of sites and locations as described under section 32-133(b) for priority of approval and the applicant has demonstrated that for the reasons described in Section 32-133(b) that these sites and/or locations are unsuitable for operation of the facility under applicable state and federal communications regulations, the applicant's technical design requirements and/or valid economic reasons.
- (h) *Indemnity.* The applicant must show by certificate from a registered engineer that the proposed facility will contain only equipment meeting FCC rules, and must file with the Director a written indemnification agreement, on a form approved by the county. The applicant must also file with the County proof of liability insurance or financial ability to respond to claims up to \$1,000,000.00 in the aggregate which may arise from operation of the facility during its life, at no cost to the county, in a form approved by the county attorney.
 - (i) *Application fees.* All Communication tower applications shall include a check made out to the county treasurer in an amount to be determined by the Director, based upon a schedule of fees enacted by the county council. Additional fees may be imposed in order to offset the costs associated with processing applications for special exceptions, appeals, or variances.

Sec. 32-139. Special exceptions, variances and appeals.

- (a) *Special exception.* Unless indicated otherwise, Communications towers are permitted in the county only by special exception, approved by the Board, within the criteria of the performance standards ordinance. The Board shall conduct a public hearing on each request for a special exception. All public hearings shall be advertised in a newspaper of general circulation in the county at least 15 days in advance of the hearing.
- (b) *Variance.* An applicant may submit a request to the Board for a variance from this or any other applicable land use ordinance. The Board shall hear and decide appeals for a variance from the requirements of the performance standards ordinance when strict application of the provisions of the article would result in unnecessary hardship. A variance may be granted in an individual case of unnecessary hardship if the Board makes and explains in writing a unique, exceptional and otherwise unusual circumstance as provided for in general criteria for granting a variance in Article I of this chapter. Special exceptions and variances, may be applied for simultaneously and considered by the Board simultaneously.
- (c) *Appeals.* Applications for appeal shall be submitted through the Director to the Board. All appeals shall be accompanied by copies of the original application, supporting maps and documentation and shall include a detailed written summary of the alleged error or misinterpretation of this article by the Director in not granting approval to the original application. A copy shall be provided for each Board member and the Director, and other copies as may be required by the Director. Appeals shall be heard by the Board within 45 days of submission of the completed application to the Director.

Sec. 32-140. Additional criteria for evaluating special exceptions and variances.

- (a) *Application; conditions.* All application requirements imposed by section 32-138 must be met.
- (b) *Setback requirements; additional conditions.* The applicant must demonstrate that the proposed Communication tower location is sufficient to satisfy setback requirements and must satisfy such other additional conditions, if any, necessary to remove dangers to safety and to protect adjacent property.
- (c) *Residential service area.* If location in a Residential district, as defined in O.C. Code § 38-10.7 has been requested, the applicant must show that the area cannot be adequately served by a facility placed in a nonresidential district for valid technical reasons.
- (d) *Greenspaces.* If location in a Residential district has been requested, the tower shall not be located on land designated for public recreational uses on the county land use plan.
- (e) *Priority of approval.* If a location is requested which does not meet the requirements under Section 32-133(b) for priority of approval the applicant must demonstrate that all alternative sites and locations or combinations thereof provided for in Section 32-133(b) have been considered by the applicant, and the applicant has demonstrated that for the reasons described these sites and/or locations or combinations thereof cannot adequately serve the area for valid technical or economic reasons and are unsuitable for operation of the facility under applicable communications regulations.
- (f) *Denial on substantial evidence.* The Federal Telecommunications Act of 1996 requires that a denial of a permit be supported by substantial evidence. The Board shall maintain a written record of all appeal proceedings and shall maintain supporting documentation for any and all decisions.

Sec. 32-141. Annual report required.

All companies that operate or maintain ownership of Communication towers in the county shall submit an annual report to the County Community Development department no later than January 15 of each year. The report shall include a description of all of the company's active and inactive facilities located in the county, co-locations of its own equipment, co-locations of other companies using its facilities, and shall include telephone numbers and addresses for company officials and maintenance personnel.

Sec. 32-142. Technical assistance required.

The Director (prior to issuing a permit) and the Board (prior to issuing a permit by special exception or deciding an appeal or request for variance) may make use of technical consultants to review applications and to determine if the standards in this article are met. The permit applicant shall be required to bear the cost of the required technical services. The Director shall estimate any expenses and shall require payment with the completed application. Additional expenses shall be invoiced by the county finance department to the applicant. Amounts in excess of required fees and actual expenses shall be returned to the applicant.

Secs. 32-143—32-170. - Reserved.

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: December 6, 2016
COUNCIL MEETING TIME: 6:00**

ITEM TITLE [Brief Statement]:

First & Final Reading of Resolution R2016-12 "A RESOLUTION AUTHORIZING THE CANCELLATION OF THE INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN OCONEE COUNTY AND THE OCONEE JOINT REGIONAL SEWER AUTHORITY DATED NOVEMBER 18, 2008; AND OTHER MATTERS RELATED THERETO."

BACKGROUND DESCRIPTION:

Resolution 2016-12 will authorize the County Administrator to execute and deliver an agreement to formally terminate and cancel the Intergovernmental Agreement of November 18, 2008. The County and the OJRSA agreed to terminate this agreement as part of their recent settlement, and thus this is a procedural / housekeeping matter.

SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:

None

FINANCIAL IMPACT [Brief Statement]:

Check Here if Item Previously approved in the Budget. No additional information required.

Approved by : _____ Finance

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: Yes / No

If yes, who is matching and how much:

Approved by : _____ Grants

ATTACHMENTS

None

STAFF RECOMMENDATION [Brief Statement]:

It is staff's recommendation that Council approve Resolution R2016-12 on first and final reading.

Submitted or Prepared By:

S/ David A. Root

Department Head/Elected Official

Approved for Submittal to Council:



T. Scott Moulder, County Administrator

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

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

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
RESOLUTION R2016-12**

**A RESOLUTION AUTHORIZING THE CANCELLATION OF
THE INTERGOVERNMENTAL AGREEMENT BY AND
BETWEEN OCONEE COUNTY AND THE OCONEE JOINT
REGIONAL SEWER AUTHORITY DATED NOVEMBER 18, 2008;
AND OTHER MATTERS RELATED THERETO.**

WHEREAS, Oconee County ("County") and the Oconee Joint Regional Sewer Authority ("OJRSA") entered into an Intergovernmental Agreement, dated November 18, 2008, attached hereto as Exhibit "A" (the "Agreement"); and

WHEREAS, certain disagreements arose over, and in relation to, the manner in which the parties were discharging their responsibilities under the Agreement; and

WHEREAS, the County and the OJRSA resolved their disagreements in relation to the Agreement by way of a Settlement Agreement and Release, dated September 28, 2016 (the "Settlement"); and

WHEREAS, as part of the Settlement the parties agreed not to enforce the terms of the Agreement, and to repeal, revoke, and rescind the same.

NOW, THEREFORE, be it resolved by the Oconee County Council, in meeting duly assembled, that the Agreement should be formally terminated and cancelled, and that the Chairperson of the County Council and/or the County Administrator is hereby authorized to execute and deliver any and all documents and instruments and to do and to cause to be done any and all acts and things necessary or proper for carrying out the termination and cancellation of the Agreement on behalf of the County.

RESOLVED in meeting, duly assembled, this ____ of _____, 2016.

OCONEE COUNTY, SOUTH CAROLINA

Paul A. Cain, Chairman, County Council
Oconee County, South Carolina

ATTEST:

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

Exhibit A

| | |
|----------------------------|-------------------|
| STATE OF SOUTH CAROLINA) | INTERGOVERNMENTAL |
|) | AGREEMENT |
| COUNTY OF OCONEE) | |

THIS INTERGOVERNMENTAL AGREEMENT made and entered into this 18th day of November, 2008, by and between OCONEE COUNTY, South Carolina, hereinafter called "the COUNTY", and the OCONEE JOINT REGIONAL SEWER AUTHORITY, hereinafter called "the AUTHORITY", and is hereby contracted and agreed by and between the parties hereto as follows:

ARTICLE I

The governing body of each of these entities has found this Agreement to be in the best interest of the public and each has approved this Agreement and authorized its execution by the undersigned officers.

NOW THEREFORE, for and in consideration of the terms and conditions herein, the parties agree as follows:

FACTUAL BACKGROUND

Section 1.01

(1) The County is a body corporate and politic which is governed by a County Council and which, by virtue of Section 16 of Article VII of the Constitution of the State of South Carolina, as well as other enabling legislation, is fully empowered to enter into this Intergovernmental Agreement.


(2) The Authority is an Authority created pursuant to Chapter 25, Title 6, S.C. Code of Laws as amended by Act No. 59 South Carolina Acts and Joint Resolutions effective June 6, 2007, whose primary function is to transport and treat wastewater and to collect wastewater in accordance with the Intergovernmental Agreement entered into by

the parties and the cities of Seneca, Westminster, and Walhalla on October 18, 2007.

(3) The County and the Authority understand and agree that Oconee County has no ownership interest in the authority or the assets of the Authority, and the County does not appoint any representatives to the governing board of the Authority. The County and the Authority agree that the Intergovernmental Agreement entered into by the parties and the Cities of Seneca, Westminster, and Walhalla on November 17, 2008, shall govern the conduct of the parties when the County contracts with the Authority or one of the above named Cities concerning the extension of sewer lines within the unincorporated areas of the County. The parties acknowledge and understand that the Authority currently owns and operates sewer lines within the unincorporated areas of Oconee County and that said lines benefit all citizens of Oconee County by providing necessary infrastructures for economic development. The parties further acknowledge and understand that upgrades and expansions in the current system is vital to the growth of Oconee County in terms of economic development and expansion of the tax base.

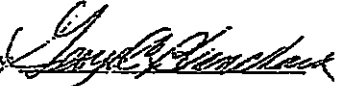
(4) In order to assist the Authority and expand the sewer system in the unincorporated areas of Oconee County, the County agrees to pay to the Authority the sum of six hundred ten thousand (\$610,000) dollars annually through the year 2038. The Authority agrees that these funds will only be used for capital upgrades and expansion of the wastewater treatment facilities and sewer conveyance systems owned and operated by the Authority. See attached Infrastructure Project List.

IN WITNESS WHEREOF, we have herunto set our hands and seals this 19th day of November, 2008.



Robert Williams

OCCONEE COUNTY, a body politic

By 



[Handwritten Signature]
[Handwritten Signature]

CITY OF SENECA

BY: [Handwritten Signature]

[Handwritten Signature]
[Handwritten Signature]

CITY OF WALHALLA

BY: [Handwritten Signature]

CITY OF WESTMINSTER

BY: _____

[Handwritten Signature]
[Handwritten Signature]

Howard S. Adams
OCONEE JOINT REGIONAL
SEWER AUTHORITY

BY: [Handwritten Signature]

[Handwritten Signature]
[Handwritten Signature]

CITY OF SENECA

BY: _____

CITY OF WALHALLA

BY: _____

[Handwritten signature]

CITY OF WESTMINSTER

BY: *[Handwritten signature]*

OCONEE JOINT REGIONAL
SEWER AUTHORITY

BY: _____

[Handwritten signature]

Robert Egan
Robert Egan

CITY OF WEST UNION

By: Sharon Munnery-Mayo
By: Cecilia Atheria Clark

[Signature]



Oconee County Sewer Commission/
Oconee Joint Regional Sewer Authority

P.O. Box 299, States, SC 29679 • Ph: (864) 972-3900 • Fax: (864) 972-3917

October 28, 2008

SEWER INFRASTRUCTURE PROJECTS
FOR ECONOMIC DEVELOPMENT IN OCONEE COUNTY
OUTSIDE OF THE I-85 CORRIDOR

Marlins Creek Project
Septage Receiving Project
Richland Creek Project

Millbrook Pump Station
Savannah Pump Stations
Carson Road Relief Sewer
Scene Heights - Highway 11
Dunlap Area - Highway 121
West Point Project
Airport Area Sewer
Bountyland Basin Sewer

This projects list is developed as a guide for removing development constraints of key unincorporated areas of Oconee County due to the lack of adequate public sewer.

The prioritization of these projects will be the responsibility of the Oconee Joint Regional Sewer Authority.

SOURCES FOR PROJECTS LISTED

- 1) OCSC Infrastructure Projects RFP List, 2006
- 2) Oconee County Capital Projects Commission List, 2006
- 3) Comprehensive Economic Development Strategy List, 2008 (ACOG)
- 4) Scott Paris (City of Walhalla)
- 5) David Smith, (City of Westminster) Rhett Smith, (OJRSA), Bob Winkler (OJRSA)

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: December 6, 2016
COUNCIL MEETING TIME: 6:00**

ITEM TITLE [Brief Statement]:

First & Final Reading of Resolution R2016-13 "A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDED INTERGOVERNMENTAL AGREEMENT BETWEEN OCONEE COUNTY AND THE TOWN OF WEST UNION FOR THE PROVISION OF A COUNTY MAGISTRATE TO ACT AS A MUNICIPAL JUDGE FOR THE TOWN OF WEST UNION; AND OTHER MATTERS RELATED THERETO."

BACKGROUND DESCRIPTION:

Resolution R2016-13 will authorize the execution of an amended and restated Intergovernmental Agreement between Oconee County and the Town of West Union ("Town") whereby the County will continue to provide a magistrate to act as a part-time municipal judge for the Town, to be funded in that capacity by the Town. The new Intergovernmental Agreement allows for the Town to provide a pay increase to the magistrate for municipal judge services and provides compensation for a clerk.

SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:

None

FINANCIAL IMPACT [Brief Statement]:

Check Here if Item Previously approved in the Budget. No additional information required.

Approved by : _____ Finance

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS.

Are Matching Funds Available: Yes / No

If yes, who is matching and how much:

Approved by : _____ Grants

ATTACHMENTS

None

STAFF RECOMMENDATION [Brief Statement]:

It is staff's recommendation that Council take first and final reading of Resolution R2016-13.

Submitted or Prepared By:

S/ David A. Root

Department Head/Elected Official

Approved for Submittal to Council:


T. Scott Moulder, County Administrator

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

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

**STATE OF SOUTH CAROLINA
OCONEE COUNTY
RESOLUTION R2016-13**

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDED INTERGOVERNMENTAL AGREEMENT BETWEEN OCONEE COUNTY AND THE TOWN OF WEST UNION FOR THE PROVISION OF A COUNTY MAGISTRATE TO ACT AS A MUNICIPAL JUDGE FOR THE TOWN OF WEST UNION; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Oconee County, South Carolina (the "County"), is a body politic and corporate and a political subdivision of the State of South Carolina; and,

WHEREAS, the Town of West Union (the "Town") has established a municipal court, which is part of the South Carolina Unified Judicial System, to hear and determine all cases within its jurisdiction; and,

WHEREAS, pursuant to § 14-25-25 of the South Carolina Code of Laws, 1976, as amended (the "Act"), a municipality may, after establishing a municipal court by ordinance, contract with a county governing authority for the services of a magistrate to serve as its municipal judge and may designate such magistrate as its municipal judge; and,

WHEREAS, the County and the Town entered into an Intergovernmental Agreement, dated August 13, 2010, whereby the County agreed to provide, and the Town agreed to pay for, the services of a county magistrate to act as a municipal judge to hear and determine all cases under the Town's jurisdiction (the "2010 Agreement"), a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference; and,

WHEREAS, it remains impracticable for some municipalities, including the Town, to continue to operate municipal courts on an efficient, economical basis; and,

WHEREAS, the Town acknowledges that the Oconee County's Magistrate's Office ("County Magistrate's Office") continues to have the capability to provide the Town with a county magistrate to act as a municipal judge to hear and determine all cases under the Town's jurisdiction, thereby providing this vital service to the citizens of the Town on an uninterrupted basis with maximum cost efficiency; and,

WHEREAS, the Town desires to increase its compensation to the County for providing the Town with a county magistrate to act as a municipal judge, and thus the Town has formally requested that the 2010 Agreement be amended so that the County Magistrate's Office may make a county magistrate available to be designated by the Town as a municipal judge with an increase in the county magistrate's compensation and to include compensation for a clerk; and,

WHEREAS, the County and the County Magistrate's Office continue to be willing to provide the Town with a county magistrate, to act as a municipal judge to hear and determine all cases under the Town's jurisdiction in return for compensation from the Town; and,

WHEREAS, the County and the Town recognize that such an arrangement continues to efficiently serve the taxpayers of both governmental entities; and,

WHEREAS, on December 2, 1982, the Chief Justice of the South Carolina Supreme Court issued an Order (the "Order"), authorizing the Chief Magistrate of Oconee County to assign any county magistrate as the municipal judge for the Town; and,

WHEREAS, through the authority granted by the Act, and in accordance with the Order, the Town and the County desire to enter into an amended intergovernmental agreement (the "Agreement") in the form attached hereto as Exhibit "B" and incorporated herein by reference; and,

WHEREAS, pursuant to the Agreement, Oconee County intends to continue to pay the assigned magistrate additional and clearly separable compensation solely for additional duties as a municipal judge for the Town, over and above and not as a part of the compensation received by such assigned magistrate for his or her duties as magistrate pursuant to § 22-8-40 of the South Carolina Code of Laws, 1976, as amended, only if the assigned magistrate signs a document acknowledging that the compensation is separable and solely for such additional duties as municipal judge.

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

1. Oconee County, acting by and through the Oconee County Council, hereby approves the Agreement.
2. The Oconee County Administrator is authorized to execute and deliver the Agreement on behalf of Oconee County and may take all other steps and actions as are necessary or appropriate to enter into and enforce the Agreement.
3. The Oconee County Administrator shall ensure that any payments made to the assigned magistrate pursuant to or as a result of the Agreement are additional and clearly separable compensation solely for such additional duties as a municipal judge for the Town, over and above, and not as a part of the compensation received by such assigned magistrate for his or her duties as county magistrate pursuant to § 22-8-40 of the South Carolina Code of Laws, 1976, as amended, and the Oconee County Administrator shall ensure that before any payment is made, the assigned magistrate signs a document acknowledging that the compensation is separable and solely for such additional duties as municipal judge and will last only so long as the assigned magistrate is performing such duties.
4. All orders and resolutions in conflict herewith are, to the extent of such conflict only, repealed and rescinded.
5. Should any part or portion of this resolution be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such finding shall not affect the remainder hereof, all of which is hereby deemed separable.

RESOLVED in meeting, duly assembled, this 6th day of December, 2016.

OCONEE COUNTY, SOUTH CAROLINA

Paul A. Cain, Chairman, County Council
Oconee County, South Carolina

ATTEST:

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

Exhibit A

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made and entered into this 13 day, of August, 2010, by and between Oconee County, South Carolina (the "County"), and the Town of West Union, South Carolina, (the "Town").

WHEREAS, the Town has established a municipal court, which is part of the South Carolina unified judicial system, to hear and determine all cases within its jurisdiction; and,

WHEREAS, pursuant to §14-25-25 of the South Carolina Code of Laws, 1976, as amended (the "Act"), a municipality may, after establishing a municipal court by ordinance, contract with a county governing authority for the services of a magistrate to serve as its municipal judge and may designate such magistrate as its municipal judge; and,

WHEREAS, significant changes in South Carolina laws have made it unfeasible for some municipalities to continue to operate municipal courts on an efficient, economical basis; and,

WHEREAS, the Town acknowledges that the Oconee County Magistrate's Office ("County Magistrate's Office") has the capability to provide the Town with a County magistrate, to act as a municipal judge to hear and determine all cases under the Town's jurisdiction thereby providing this vital service to the citizens of West Union on an uninterrupted basis with maximum cost efficiency; and,

WHEREAS, the Town is willing to compensate the County Magistrate's Office for providing the Town with a County magistrate, to act as a municipal judge and the Mayor and Town Council of the Town have formally requested a contractual arrangement with the County so that the County Magistrate's Office is authorized to make a magistrate available to provide the service required by the Town and be designated by the Town as a municipal judge; and,

WHEREAS, the County and the County Magistrate's Office are willing to provide the Town with a County magistrate, to act as a municipal judge to hear and determine all cases under the Town's jurisdiction in return for compensation from the Town; and,

WHEREAS, the County and the Town recognize that such an arrangement would efficiently serve the taxpayers of both governmental entities; and,

WHEREAS, on December 2, 1982, the Chief Justice of the South Carolina Supreme Court issued an Order (the "Order"), attached as Exhibit A, and incorporated by this reference, authorizing the Chief Magistrate of the County to assign any magistrate of the County as the municipal judge for the Town; and,

WHEREAS, through the authority granted by the Act, and in accordance with the Order, the Town and the County desire to enter into this Agreement.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the Town and the County agree as follows:

1. **Services Provided By County and County Magistrate's Office:**

- a. The County agrees to authorize the County Magistrate's Office to provide judicial services and perform judicial duties for the Town by assigning a magistrate by and through a request made to the Chief Justice of the South Carolina Supreme Court, pursuant to the Chief Justice's powers as administrative head of the unified judicial system, to act as the municipal judge for the Town, in addition to the assigned

magistrate's normal duties as a magistrate for the County. The County will pay the assigned magistrate additional, clearly separable compensation solely for such additional duties as Municipal Judge, over and above, and not as a part of the compensation received by such assigned magistrate for his or her duties as magistrate pursuant to §22-8-40 of the South Carolina Code of Laws, 1976, as amended, and the assigned magistrate will sign a document acknowledging that the compensation is separable and solely for such additional duties as Municipal Judge.

- b. The assigned magistrate will:
 - i. Hold Court at least once a month; and,
 - ii. Conduct jury and bench trials for the Town on an as needed basis. All trials will be scheduled by the County Magistrate's Office; and,
 - iii. Issue arrest warrants and search warrants on a prompt and reasonable basis and based upon appropriate standards, hold bond hearings and preliminary hearings, and be responsible for all other judicial duties as required by law; and,
 - iv. Be on call, but only within the hours prescribed for the conduct of his or her duties for the Town and not as an extension of his or her County hours, it being understood and agreed by all parties hereto that the assigned magistrate's duties as municipal judge are in addition to, separate, and apart from his or her duties as a magistrate for the County for purposes of pay and determination as a full-time or part-time magistrate for the County.
 - v. Should the regular duties of the assigned magistrate conflict with providing services to the Town, the assigned magistrate will always handle any duties in connection with the County Magistrate's Office first.

2. Reimbursement for Municipal Judge and Responsibilities of Town:

- a. The Town shall reimburse the County \$400.00 (Four Hundred Dollars) per month, in advance, on or before the 1st day of each month on and after the effective date of this Agreement, which will be the amount of additional compensation paid to the assigned magistrate by the County, solely for his or her additional duties as the municipal judge.
- b. The Town further agrees to:
 - i. Reimburse the County the sum of \$25.00 (Twenty-Five Dollars) per month, in advance, on or before the 1st day of each month on or after the effective date of this Agreement, for office supplies and postage needed for summoning of jurors, keeping of docket records and forwarding various notices to defendants, attorneys and to the South Carolina Court Administration ("Court Administration");
 - ii. Reimburse the County for the actual juror costs incurred by the County for jury trials conducted on behalf of the Town, on or before the thirtieth (30th) day after receiving an invoice from the County that details the actual costs incurred by the County; and,

- iii. Designate the assigned magistrate as the Town's municipal judge for purposes of this Agreement.
- c. The Town acknowledges and understands that the assigned magistrate will still have his or her regular duties in connection with the County Magistrate's Office, for which the assigned magistrate will receive his or her usual County pay pursuant to §22-8-40 of the South Carolina Code of Laws, 1976, as amended.
- d. The Town acknowledges that, in the sole discretion of the Chief Magistrate of the County, all activities of the assigned magistrate and the assigned clerk of court pursuant to this Agreement may be conducted outside of the city limits of the Town of West Union, and specifically, that such activities may be conducted at the office of the assigned magistrate and the assigned clerk of court.

3. **Term of Agreement:** The term of this Agreement will commence on 9/1/10, and shall thereafter be renewed automatically on a monthly basis.

4. **Termination of Agreement:** Either party may terminate this Agreement with thirty (30) days written notice of termination. This Agreement is always subject to appropriation of funds. In the event of non-appropriation by either party, this Agreement will be deemed terminated ninety (90) days following such non-appropriation.

5. **Notice to the County and the Town:** Unless otherwise specifically provided in this Agreement or by law, any and all notices or other communications required or permitted by this Agreement or by law to be served on, given to, or delivered to either party to this Agreement shall be in writing and shall be deemed duly served, given, delivered and received when personally delivered (including confirmed overnight delivery service to the party to whom it is directed), or in lieu of such personal delivery, when three (3) business days have elapsed following deposit thereof in the United States mail, first-class postage prepaid, certified, return receipt requested, addressed to:

| | | | |
|---------|---|-----------------|---|
| County: | Administrator Oconee County 415 South Pine Street Walhalla, SC 29691 | (with copy to): | Chief Magistrate, Oconee County 207-A E.N. 1 st Street Seneca, SC 29678 |
|---------|---|-----------------|---|

Town: Town of West Union
1442 W. Main St.
West Union, SC

Either party may change its address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

6. **Breach of Agreement:** Failure of either party to perform any of its covenants or conditions under the Agreement is a breach of the Agreement, and, in the event of breach, the non-breaching party will have the right to any legal remedy provided under the laws of the State of South Carolina.

7. **Unavoidable Delay - Force Majeure:** If either party shall be delayed or prevented from the performance of any act required by this Agreement by reason of acts of God, strikes, lockouts, labor troubles, inability to procure materials, restrictive governmental laws, or regulations or

other cause, without fault and beyond the reasonable control of the party obligated (financial inability excepted), performance of such act will be excused for the period of the delay; and the period for the performance of any such act will be extended for a period equivalent to the period of such delay; provided, however, nothing in this Section shall excuse the Town from the prompt payment of any fee or other charge required of the Town except as may be expressly provided elsewhere in this Agreement.

8. Inconsistent Terms: To the extent that any provisions of the Town's or the County's ordinances are inconsistent with the terms of the Agreement, the Town or the County will waive said ordinance provisions and said provisions will not apply to the Town or County for purposes of this agreement, its terms and provisions, application and implementation. The Agreement shall be approved by ordinances enacted by the Town and the County, in order to constitute binding legal authority of each.

9. Severability of Agreement: In the event any portion of this Agreement is declared invalid or unenforceable, the remaining portions hereof shall remain in full force and effect.

10. Waivers and Amendments to Agreement: No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge or change is or may be sought.

11. No Waiver of Breach: No failure by either the County or Town to insist upon the strict performance by the other of any covenant, agreement, term or condition of this Agreement, or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or of such covenant, agreement, term or condition. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, condition, agreement and term of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach.

12. Captions: Captions in this Agreement are inserted for convenience of reference only and do not define, describe or limit the scope or the intent of this Agreement or any of the terms hereof.

13. Controlling Law: This Agreement shall be construed and enforced under the laws of the State of South Carolina.

OCONEE COUNTY

BY: 

ITS: Administrator

DATE: 9/22/10

TOWN OF WEST UNION

BY: 

ITS: Mayor

DATE: 8-19-10

CHIEF ADMINISTRATIVE JUDGE

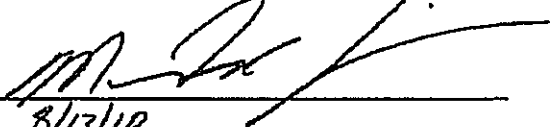
BY: 
DATE: 8/13/10

Exhibit A

The Supreme Court of South Carolina

ORDER

I find that the governing body of Oconee County has entered into an agreement with the municipality of West Union to permit a magistrate to preside over the West Union municipal court.

Pursuant to the powers vested in the Chief Justice by Section 4, Article V of the South Carolina Constitution, IT IS ORDERED that, commencing December 1, 1982, any magistrate in Oconee County may be assigned to service as the municipal judge for the municipality of West Union. Assignment of magistrates to such service shall be made by the Chief Judge for Administrative Purposes for Oconee County.

The magistrate assigned to serve as municipal judge shall retain the powers, duties and jurisdiction conferred upon magistrates. The magistrate shall not be compensated for his service by the municipality.

IT IS FURTHER ORDERED that the magistrate who is assigned to a municipal court shall be held responsible for the maintenance of separate and distinct records for both the magisterial court and the municipal court.

(16)

602

EXHIBIT A

The Supreme Court of South Carolina

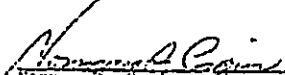
All reports, such as the monthly summary reports required by Order of the Chief Justice, dated June 26, 1963, shall be filed separately. All record-keeping, including docket books, arrest warrant books, checking accounts and receipt books, as well as all supplies of forms, shall be maintained separately.

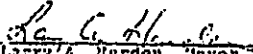
The foregoing assignment shall remain in full force and effect until amended or revoked by order of the Chief Justice.

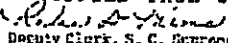

J. Woodrow Lewis
Chief Justice

December 2, 1963
Darlington, South Carolina

We consent.


Norman D. Crahan, Chairman
Oconee County Council


Larry A. Hardon, Mayor
Town of West Union

²
JESTIFIED TRUE COPY.

Deputy Clerk, S. C. Supreme Court

ACKNOWLEDGEMENT

THIS ACKNOWLEDGEMENT (the "Acknowledgement") is made this 15 day, of September, 2010, by WF DERRICK.

WHEREAS, the Town of West Union (the "Town") has entered into an intergovernmental agreement with the County (the "Intergovernmental Agreement"), attached as Exhibit A (herein incorporated by reference), so that the County Magistrate's Office may make one or more Oconee County magistrates available to act, as an additional and separate legal function, as a municipal judge for the Town, to hear and determine all cases under the Town's jurisdiction in return for compensation from the Town; and.

WHEREAS, this Acknowledgement is intended to fulfill the requirement set forth in Section 1 of the Intergovernmental Agreement.

NOW THEREFORE, at all times that I serve as the municipal judge for the Town, I freely and willingly acknowledge as follows:

1. **Compensation Separable:**

My duties as municipal judge for the Town are in addition to, separate, and apart from my duties as a magistrate for the County for purposes of pay and determination as to whether I am a full-time or part-time magistrate for the County. Any payment made by the County to me for judicial services provided to the Town is additional and separable compensation, given solely for additional duties and services provided by me as municipal judge for the Town. Such compensation is over and above, and not as a part of any compensation received by me for my duties as magistrate for the County pursuant to §22-8-40 of the South Carolina Code of Laws, 1976, as amended.

2. **Duties as Municipal Judge:**

Should my regular duties as a Magistrate for the County conflict with providing services to the Town, I acknowledge that I will handle any duties in connection with the County Magistrate's Office first. The responsibilities of the municipal judge for the Town as set forth in the Intergovernmental Agreement are as follows:

- a. Hold Court at least once a month; and,
- b. Conduct jury and bench trials for the Town on an as needed basis. All trials will be scheduled by the County Magistrate's Office; and,
- c. Issue arrest warrants and search warrants on a prompt and reasonable basis and based upon appropriate standards, hold bond hearings and preliminary hearings, and be responsible for all other judicial duties as required by law; and,
- d. Be on call, but only within the hours prescribed for the conduct of my duties for the Town and not as an extension of my County hours or duties.

Will F. Derrick

WILL F. DERRICK
Print Name

DATE: 9/15/10

EXHIBIT B

AMENDED INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made and entered into this ____ day of _____, 2016 by and between Oconee County, South Carolina (the "County") and the Town of West Union, South Carolina (the "Town").

WHEREAS, the County is a body politic and corporate and a political subdivision of the State of South Carolina; and,

WHEREAS, the Town has established a municipal court, which is part of the South Carolina Unified Judicial System, to hear and determine all cases within its jurisdiction; and,

WHEREAS, pursuant to § 14-25-25 of the South Carolina Code of Laws, 1976, as amended (the "Act"), a municipality may, after establishing a municipal court by ordinance, contract with a county governing authority for the services of a magistrate to serve as its municipal judge and may designate such magistrate as its municipal judge; and,

WHEREAS, the County and the Town entered into an Intergovernmental Agreement, dated August 13, 2010, whereby the County agreed to provide, and the Town agreed to pay for, the services of a county magistrate to act as a municipal judge to hear and determine all cases under the Town's jurisdiction (the "2010 Agreement"), a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference; and,

WHEREAS, it remains impracticable for some municipalities, including the Town, to continue to operate municipal courts on an efficient, economical basis; and,

WHEREAS, the Town acknowledges that the Oconee County's Magistrate's Office ("County Magistrate's Office") continues to have the capability to provide the Town with a county magistrate to act as a municipal judge to hear and determine all cases under the Town's jurisdiction, thereby providing this vital service to the citizens of the Town on an uninterrupted basis with maximum cost efficiency; and,

WHEREAS, the Town desires to increase its compensation to the County for providing the Town with a county magistrate to act as a municipal judge, and thus the Town has formally requested that the 2010 Agreement be amended so that the County Magistrate's Office may make a county magistrate available to be designated by the Town as a municipal judge with an increase in the county magistrate's compensation and to include compensation for a clerk; and,

WHEREAS, the County and the County Magistrate's Office continue to be willing to provide the Town with a county magistrate, to act as a municipal judge to hear and determine all cases under the Town's jurisdiction in return for compensation from the Town; and,

WHEREAS, the County and the Town recognize that such an arrangement continues to efficiently serve the taxpayers of both governmental entities; and,

WHEREAS, on December 2, 1982, the Chief Justice of the South Carolina Supreme Court issued an Order (the "Order"), authorizing the Chief Magistrate of Oconee County to assign any county magistrate as the municipal judge for the Town; and,

WHEREAS, through the authority granted by the Act, and in accordance with the Order, the Town and the County desire to enter into this Agreement.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the Town and the County agree as follows:

1. Services Provided By County and County Magistrate's Office:

- a. The County agrees to authorize the County Magistrate's Office to provide judicial services and perform judicial duties for the Town by assigning a magistrate by and through a request made to the Chief Justice of the South Carolina Supreme Court, pursuant to the Chief Justice's powers as administrative head of the Unified Judicial System, to act as the municipal judge for the Town, in addition to the assigned magistrate's normal duties as a magistrate for the County. The County will pay the assigned magistrate additional and clearly separable compensation solely for such additional duties as Municipal Judge, over and above, and not as a part of the compensation received by such assigned magistrate for his or her duties as county magistrate pursuant to § 22-8-40 of the South Carolina Code of Laws, 1976, as amended, and the assigned magistrate will sign a document acknowledging that the compensation is separable and solely for such additional duties as municipal judge.
- b. The assigned magistrate will:
 - i. Hold court at least once a month;
 - ii. Conduct jury and bench trials for the Town on an as needed basis. All trials will be scheduled by the County Magistrate's Office;
 - iii. Issue arrest warrants and search warrants on a prompt and reasonable basis and based upon appropriate standards, hold bond hearings and preliminary hearings, and be responsible for all other judicial duties as required by law;
 - iv. Be on call, but only within the hours prescribed for the conduct of his or her duties for the Town and not as an extension of his or her County hours, it being understood and agreed by all parties hereto that the assigned magistrate's duties as municipal judge are in addition to, separate, and apart from his or her duties as a magistrate for the County for purposes of pay and determination as a full-time or part-time magistrate for the County; and
 - v. Should the regular duties of the assigned magistrate conflict with providing services to the Town, the assigned magistrate will always handle any duties in connection with the County Magistrate's Office first.

2. Reimbursement for Municipal Judge and Responsibilities of Town:

- a. The Town shall reimburse the County Five Hundred and 00/100 (\$500.00) Dollars per month, in advance, on or before the first (1st) day of each month on and after the effective date of this Agreement, which will be the amount of additional compensation paid to the assigned magistrate by the County, solely for his or her additional duties as the municipal judge;
- b. The Town further agrees to:
 - i. Reimburse the County the sum of Twenty-Five and 00/100 (\$25.00) Dollars per month, in advance, on or before the first (1st) day of each month on or after the effective date of this Agreement, for office supplies and postage needed for the summoning of jurors, keeping of docket records, and forwarding various notices to defendants, attorneys, and the South Carolina Court Administration;

- ii. Pay the sum of One Hundred, Fifty and 00/100 (\$150.00) Dollars per month, in advance, on or before the first (1st) day of each month on and after the effective date of this Agreement, for compensation for a clerk to the assigned magistrate;
 - iii. Reimburse the County for the actual juror costs incurred by the County for jury trials conducted on behalf of the Town, on or before the thirtieth (30th) day after receiving an invoice from the County that details the actual costs incurred by the County; and,
 - iv. Designate the assigned magistrate as the Town's municipal judge for purposes of this Agreement.
 - c. The Town acknowledges and understands that the assigned magistrate will still have his or her regular duties in connection with the County Magistrate's Office, for which the assigned magistrate will receive his or her usual County pay pursuant to § 22-8-40 of the South Carolina Code of Laws, 1976, as amended.
 - d. The Town acknowledges that, in the sole discretion of the Chief Magistrate of the County, all activities of the assigned magistrate pursuant to this Agreement may be conducted outside of the city limits of the Town of West Union, and specifically, that such activities may be conducted at the office of the assigned magistrate.
3. **Term of Agreement:** The term of this Agreement will commence on _____ and shall thereafter be renewed automatically on a monthly basis.
4. **Termination of Agreement:** Either party may terminate this Agreement upon thirty (30) days written notice of termination to the other party. This Agreement is always subject to appropriation of funds. In the event of non-appropriation by either party, this Agreement will be deemed terminated ninety (90) days following such non-appropriation.
5. **Notice to the County and the Town:** Unless otherwise specifically provided for in this Agreement or by law, any and all notices or other communications required or permitted by this Agreement or by law to be served on, given to, or delivered to either party to this Agreement shall be in writing and shall be deemed duly served, given, delivered, and received when personally delivered (including confirmed overnight delivery service to the party to whom it is directed), or in lieu of such personal delivery, when three (3) business days have elapsed following deposit thereof in the United States mail, first-class postage prepaid, certified, return receipt requested, addressed to:

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

With a copy to

Oconee County Chief Magistrate
207-A E. North 1st Street
Seneca, SC 29678

Town: Town of West Union
 Office of the Mayor
 1442 W. Main Street
 West Union, SC 29696

Either party may change its address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided for in this paragraph.

6. **Breach of Agreement:** Failure of either party to perform any of its covenants or conditions under the Agreement is a breach of the Agreement, and, in the event of breach, the non-breaching party will have the right to any legal remedy provided under the laws of the State of South Carolina.
7. **Unavoidable Delay / Force Majeure:** If either party shall be delayed or prevented from the performance of any act required by this Agreement by reason of acts of God, strikes, lockouts, labor troubles, inability to procure materials, restrictive governmental laws or regulations, or other cause, without fault and beyond the reasonable control of the party obligated (financial inability excepted), performance of such act will be excused for the period of the delay; and the period for the performance of any such act will be extended for a period equivalent to the period of such delay; provided, however, nothing in this Section shall excuse the Town from the prompt payment of any fee or other charge required of the Town except as may be expressly provided elsewhere in this Agreement.
8. **Inconsistent Terms:** To the extent that any provisions of the Town's or the County's ordinances are inconsistent with the terms of the Agreement, the Town or the County will waive said ordinance provisions, and said provisions will not apply to the Town or County for purposes of this agreement, its terms and provisions, application and implementation. The Agreement shall be approved by resolutions enacted by the Town and the County, in order to constitute binding legal authority of each.
9. **Severability of Agreement:** In the event any portion of this Agreement is declared invalid or unenforceable, the remaining portions hereof shall remain in full force and effect.
10. **Waivers and Amendments to Agreement:** No modification, waiver, amendment, discharge, or change of this Agreement shall be valid unless the same is in writing and signed by the party against whom the enforcement of such modification, waiver, amendment, discharge, or change is or may be sought.
11. **No Waiver of Breach:** No failure by either the County or Town to insist upon the strict performance by the other of any covenant, agreement, term, or condition of this Agreement, or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or of such covenant, agreement, term, or condition. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, condition, agreement, and term of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach.
12. **Captions:** Captions or headings in this Agreement are inserted for convenience of reference only and do not define, describe, or limit the scope or the intent of this Agreement or any of the terms hereof.

13. **Controlling Law:** This Agreement shall be construed and enforced pursuant to the laws of the State of South Carolina.

Witnesses:

Oconee County

By: _____

Its: _____

Witnesses:

Town of West Union

By: _____

Its: _____

PROCUREMENT - AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: December 6, 2016

ITEM TITLE:

Change Order #1 for PO 52202

Department: Emergency Services

Amount: \$11,551.97

FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 2016-2017 budget process. Finance Approval:

Sadale Price

Budget: \$150,000.00

Project Cost: \$149,773.40 w/ CO #1

Balance: \$ 226.60 remaining balance after CO #1

& Lp-fit Equipment purchased \$5,509.43

The original purchase and this Change Order are funded with 2015-2016 Lease Purchase monies.

BACKGROUND DESCRIPTION:

On May 3, 2016, Oconee County Council approved the purchase of two (2) Fire-Dive-Rescue Boats for Emergency Services in the amount of \$132,712.00. It was found to be in the best interest of the County to have the emergency equipment installed by the boat manufacturer therefore we are requesting the approval of CO#1 to Miracle Marine.

Change Order #1 Installation of County owned Lights, Sirens and fire pumps \$11,551.97

This Change Order will bring the new PO total contract amount to \$144,263.97

SPECIAL CONSIDERATIONS OR CONCERNS:

None

ATTACHMENT(S):

1. Quote / Change Order request

STAFF RECOMMENDATION:

It is the staff's recommendation that Council approve Change Order # 1 for PO 52202 to Miracle Marine, Inc. in the amount of \$11,551.97, which will bring the new PO total contract amount to \$144,263.97.

Submitted or Prepared By:

Robyn Courtright

Robyn Courtright, Procurement Director

Approved for Submittal to Council:

T. Scott Moulder

T. Scott Moulder, County Administrator

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

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

YOUR LOGO
HERE

EMERGENCY RESPONSE PATTERNS

QUOTE

MIRAGE MARINE INC.

1075 BLACKBIRD

10700E ALAUSSET

575 210 9000

m2@miragemarine01s.com

QUOTE NO. 107

DATE NOV 26 8 2010

CUSTOMER ID LABORMS

EXPIRATION DATE 30 DAYS

LEO GEORGE FIRE CHANGI ORDERS
WYTT KLEIN

[Phone]

| SALESPERSON | JOB | PAYMENT TERMS | DUE DATE |
|-------------|-------------------|---------------|----------|
| LEON | GEORGE # 1003 RDE | On approval | PERIOD |

| QUANTITY | DESCRIPTION | UNIT PRICE | LINE TOTAL |
|----------|---|------------|------------|
| 200 | INSTALL RADIOS AND ANTI SWA WITH SUB BAR | \$ 53.50 | \$ 107.00 |
| 200 | INSTALL SIREN AND SPEAKER | 165.00 | 330.00 |
| 200 | INSTALL BONAIE AND LEADACUR | 275.00 | 550.00 |
| 200 | INSTALL WARNING AND FLOOD LIGHTS | 750.00 | 1,500.00 |
| 1200 | INSTALL CASH AND RAIL | 75.00 | 900.00 |
| 200 | INSTALL PUMP BARGE QUICK CONNECT FUEL AND POWER | 315.00 | 630.00 |
| 100 | SHIRT SUPPLIER | 58.00 | 580.00 |
| 200 | LOGGING MONITOR BURN XT 3000 PUMP TIE DOWNS | 215.00 | 430.00 |
| 200 | TORNADO MONITORS | 825.50 | 1,651.00 |
| 200 | STREAM STRAIGHTENER | 176.74 | 353.48 |
| 200 | STANDARD TIE | 33.60 | 672.00 |
| 200 | 5" DIA. 100' KICKER 4" LEGS TWIGGAT PVC SECTION 100' WITH INST. FEMALE SWITCH ROCKER COUPLINGS ON BOTH ENDS | 391.50 | 783.00 |
| 200 | CPW 42 KICKER 9" PIPE ADAPTERS AND CAPS | 568.02 | 1,137.04 |
| 200 | CUSTOM 2 5" DIA DISCHARGE MANIFOLDS | 385.00 | 770.00 |
| 100 | FREIGHT | 559.45 | 559.45 |

By accepting this quote, you agree to the conditions listed here.
This quote is valid for 30 days from the date of issue. All prices are in US dollars.
We reserve the right to change prices without notice.

By accepting this quote, you agree to the conditions listed here.

| | | |
|------------|----|-----------|
| SUBTOTAL | \$ | 11,551.97 |
| SALLES TAX | | |
| TOTAL | \$ | 11,551.97 |

THANK YOU FOR YOUR BUSINESS!

NOTICE OF PUBLIC HEARING

NOTICE IS GIVEN that the Oconee County Council will conduct a public hearing relating to an Ordinance "AN ORDINANCE DEVELOPING A MULTI-COUNTY INDUSTRIAL AND BUSINESS PARK (PROJECT MACKINAW) WITH PICKENS COUNTY; AUTHORIZING THE EXECUTION AND DELIVERY OF AN AGREEMENT GOVERNING THE MULTI-COUNTY INDUSTRIAL PARK; AUTHORIZING THE INCLUSION OF CERTAIN REAL PROPERTY LOCATED IN OCONEE COUNTY IN THE MULTI-COUNTY INDUSTRIAL PARK; AND OTHER RELATED MATTERS."

The hearing will be held in the County Council Chambers, located at 415 South Pine Street, Walhalla, South Carolina, beginning at or after 6:00 p.m. on December 6, 2016, or at such other place and time as may be communicated by Oconee County to the public no later than 24 hours prior to the meeting at which the hearing will be held, which time shall not be less than 15 days prior to the publication of this notice.

At the time and place fixed for this public hearing, all taxpayers, residents or other interested persons who appear will be given an opportunity to express their views for or against the Ordinance above-referenced and the matters contemplated by the Ordinance. Any persons wishing to submit written comments may submit them to the Clerk to County Council no later than 12:00 p.m. (noon) on November 29, 2016.

Individuals who may need auxiliary aids effective participation and communication concerning the above public hearing should contact the Clerk to County Council, at (864) 718-1023 or via email at hhulse@oconeesc.com no later than 24 hours prior to the scheduled hearing.

PUBLISHER'S AFFIDAVIT

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE**

OCONEE COUNTY COUNCIL

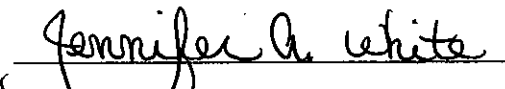
IN RE: OCONEE CO. COUNCIL- ORDINANCE 2016-33

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 11/17/2016 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
11/17/2016



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**

TRANSPORTATION

AUTOS FOR SALE



2014 TOYOTA
TACOMA PreRunner
Like New, Backup Camera,
Bluetooth, 27,607 miles
\$27,495 - C1210A
Sport Chevrolet
3449 Blue Ridge Blvd.,
Wahala
864-638-9556



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LEGALS

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Solano Moped
Via Number LB7TCAPFGE1508193

2012 Solano Moped
Via Number LB7TCAPFXCY4906614

Tao Tao Moped
LB7TEACB9E1001406

Prince Sport Moped
Via Number LMTLDBN708667925

Auction Date
January 2, 2017
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Fairplay, SC 29649

Seneca Light &
Water Committee Meeting
Friday, November 18, 2016
8:00 AM
Lowmy Building Conference Room
ASENCA
1. Water Plant Facility Rental Fees
2. Low Pressure Sewer Policy
3. Projects Update

THE DOONEN COUNTY COUNCIL
will hold Public Hearings for Ordinance 2016-31 AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A PURCHASE AND SALE AGREEMENT BETWEEN CARRA H. ORR, GLORIA FANE ORR RASHMAN, OLIVIA D. BRUCK, AND SUSAN Z. WEST AS SELLERS, AND DOONEN COUNTY AS PURCHASER OF APPROXIMATELY 31.8 ACRES OF LAND, INCLUDING ALL RIGHTS AND APPURTENANCES PERTAINING TO THE LAND LOCATED AT 724 ROCK CRESTER ROAD AND 808 ROCK GRUSHER ROAD (TMS# 191-00-03-001 and 191-00-02-001) OVER A PERIOD OF TEN YEARS AND WITH ALL SUMS FUNDED THE PURCHASE DERIVES SOLELY FROM THE DOONEN COUNTY ROCK QUARRY ENTERPRISE FUND; AND OTHER MATTERS RELATED THEREOF; and Ordinance 2016-31 AN ORDINANCE DEVELOPING A MULTI-COUNTY INDUSTRIAL AND BUSINESS PARK WITH DOONEN COUNTY AUTHORIZING THE EXECUTION AND DELIVERY OF AN AGREEMENT GOVERNING THE MULTI-COUNTY INDUSTRIAL PARK AUTHORIZING THE INCLUSION OF CERTAIN REAL PROPERTY LOCATED IN DOONEN COUNTY IN THE MULTI-COUNTY INDUSTRIAL PARK AND OTHER RELATED MATTERS on Tuesday, December 2, 2016 at 10:00 AM in Doonен County Courthouse, Doonен County Courthouse, 100 W. Main St., Pine Bluff, WAhala, SC.



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**Oconee County
Council**



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

Phone: 864-364-5135
Fax: 864-716-1026

E-mail:
info@oconee.com

Edda Cammick
District I

Wayne McCall
District II

Paul Cain
Chairman
District III

Joel Thrift
District IV

Reginald T. Dexter
District V



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

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OF YOUR NEWSPAPER**

The Oconee County Council will hold Public Hearings for Ordinance 2016-33 "AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A PURCHASE AND SALE AGREEMENT BY AND BETWEEN CARRA H. ORR, GLORIA FAYE ORR BASHNAN, GLENDA O. BROCK, AND SUSAN O. WEST AS SELLERS, AND OCONEE COUNTY AS PURCHASER, OF APPROXIMATELY 54.8 ACRES OF LAND, INCLUDING ALL RIGHTS AND APPURTENANCES PERTAINING TO THE LAND, LOCATED AT 724 ROCK CRUSHER ROAD AND 698 ROCK CRUSHER ROAD (TMS## 190-00-03-034 and 190-00-03-001), OVER A PERIOD OF TEN YEARS AND WITH ALL SUMS FUNDING THE PURCHASE DERIVING SOLELY FROM THE OCONEE COUNTY ROCK QUARRY ENTERPRISE FUND; AND OTHER MATTERS RELATED THERETO", and Ordinance 2016-34 "AN ORDINANCE DEVELOPING A MULTI-COUNTY INDUSTRIAL AND BUSINESS PARK WITH PICKENS COUNTY; AUTHORIZING THE EXECUTION AND DELIVERY OF AN AGREEMENT GOVERNING THE MULTI-COUNTY INDUSTRIAL PARK; AUTHORIZING THE INCLUSION OF CERTAIN REAL PROPERTY LOCATED IN OCONEE COUNTY IN THE MULTI-COUNTY INDUSTRIAL PARK, AND OTHER RELATED MATTERS" on Tuesday, December 6, 2016 at 6:00 p.m. in Council Chambers, Oconee County Administrative Offices, 415 S. Pine Street, Walhalla, SC.

Beth Hulse

From: Beth Hulse
Sent: Wednesday, November 16, 2016 9:24 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: 12/6/16

The Oconee County Council will hold Public Hearings for Ordinance 2016-33 "AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A PURCHASE AND SALE AGREEMENT BY AND BETWEEN CARRA H. ORR, GLORIA FAYE ORR BASHNAN, GLENDA O. BROCK, AND SUSAN O. WEST AS SELLERS, AND OCONEE COUNTY AS PURCHASER, OF APPROXIMATELY 54.8 ACRES OF LAND, INCLUDING ALL RIGHTS AND APPURTENANCES PERTAINING TO THE LAND, LOCATED AT 724 ROCK CRUSHER ROAD AND 698 ROCK CRUSHER ROAD (TMS## 190-00-03-034 and 190-00-03-001), OVER A PERIOD OF TEN YEARS AND WITH ALL SUMS FUNDING THE PURCHASE DERIVING SOLELY FROM THE OCONEE COUNTY ROCK QUARRY ENTERPRISE FUND; AND OTHER MATTERS RELATED THERETO", and Ordinance 2016-34 "AN ORDINANCE DEVELOPING A MULTI-COUNTY INDUSTRIAL AND BUSINESS PARK WITH PICKENS COUNTY; AUTHORIZING THE EXECUTION AND DELIVERY OF AN AGREEMENT GOVERNING THE MULTI-COUNTY INDUSTRIAL PARK; AUTHORIZING THE INCLUSION OF CERTAIN REAL PROPERTY LOCATED IN OCONEE COUNTY IN THE MULTI-COUNTY INDUSTRIAL PARK; AND OTHER RELATED MATTERS" on Tuesday, December 6, 2016 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

Beth Hulse

From: Beth Hulse
Sent: Wednesday, November 16, 2016 9:25 AM
To: Beth Hulse; classadmgr@upstatetoday.com
Subject: PH 12/6/16: 2016-33, 2016-34
Attachments: 111616 - PH 2016-33, 34 - 12-6-16.docx

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: Thursday, November 17, 2016 2:39 PM
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: Additional PH 2016-31

The Oconee County Council will hold an additional Public Hearing prior to third & final reading for Ordinance 2016-31 "AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A RESIDENTIAL LEASE AGREEMENT BETWEEN OCONEE COUNTY AS LESSOR AND KENT CROOKS AS LESSEE FOR CERTAIN REAL PROPERTY, INCLUDING ALL IMPROVEMENTS THEREON, LOCATED AT 207 CROOKS ROAD, SENECA, SOUTH CAROLINA; AND OTHER MATTERS RELATED THERETO" on Tuesday, December 6, 2016 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

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