

Due to the current Novel Coronavirus pandemic and the ongoing state of emergency, the general public will not be permitted to attend this meeting in person.

*To ensure the meeting remains open to the public, however, the public may observe the meeting live on the County's YouTube channel, which can be found via the County's website at Oconeesc.com. Further, the public may call in and listen by dialing **888-475-4499 OR 877-853-5257** and entering meeting ID # **946 2135 2333**. And, individuals parked in close proximity to Council Chambers may listen to the meeting on FM 92.3.*



UPDATED AGENDA

OCONEE COUNTY COUNCIL MEETING

April 21, 2020

6:00 PM

**Council Chambers, Oconee County Administrative Offices
415 South Pine Street, Walhalla, SC**

Call to Order

Public Comment Session

[Limited to a total of forty (40) minutes, four (4) minutes per person.]

There will be no live general public comment period. If you have a comment you would like to submit, please contact our Clerk to Council, Katie Smith at ksmith@oconeesc.com or 864-718-1023, so that she may receive your comment and read it into the record.

Council Member Comments

Moment of Silence

Invocation by County Council Chaplain

Pledge of Allegiance to the Flag of the United States of America

Approval of Minutes

- March 17, 2020 Regular Minutes
- April 15, 2020 Emergency Meeting Minutes

Administrator Comments

Attorney Comments

Public Hearings for the Following Ordinances

If you would like to be heard during either of the public hearings, please contact Katie Smith at ksmith@oconeesc.com or 864-718-1023 so that she may coordinate your participation by telephone.

~~Ordinance 2020-06 – “AN ORDINANCE AUTHORIZING: (1) THE EXECUTION AND DELIVERY OF A FEE AGREEMENT BY AND BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND PROJECT AZTEC, PROVIDING FOR A PAYMENT OF A FEE IN LIEU OF TAXES; (2) THE ISSUANCE OF SPECIAL~~

~~SOURCE REVENUE CREDITS; (3) THE ISSUANCE AND DELIVERY OF A MULTI-COUNTY INDUSTRIAL PARK AGREEMENT WITH PICKENS COUNTY; (4) THE CONVEYANCE OF CERTAIN REAL PROPERTY; AND OTHER MATTERS RELATED THERETO.”~~

Ordinance 2020-08 “AN ORDINANCE AUTHORIZING: (1) THE EXECUTION AND DELIVERY OF A DEVELOPMENT AND INFRASTRUCTURE CREDIT AGREEMENT TO PROVIDE FOR INFRASTRUCTURE CREDITS TO PROJECT TROUT; (2) THE ISSUANCE AND DELIVERY OF A MULTI-COUNTY INDUSTRIAL PARK AGREEMENT WITH PICKENS COUNTY; AND OTHER RELATED MATTERS.

Third Reading of the Following Ordinances

[None Scheduled]

Second Reading of the Following Ordinances

Ordinance 2020-11 “AN ORDINANCE AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS, IN ONE OR MORE SERIES, TAX-EXEMPT OR TAXABLE, IN AN AMOUNT NOT TO EXCEED \$8,000,000 FOR THE PURPOSE OF REFUNDING ALL OR A PORTION OF THE COUNTY’S OUTSTANDING SERIES 2011 GENERAL OBLIGATION BONDS AND ACQUIRING, CONSTRUCTING, EQUIPPING, OR REHABILITATING VARIOUS CAPITAL PROJECTS, INCLUDING A FIRE ENGINE AND RELATED EQUIPMENT; AUTHORIZING THE COUNTY ADMINISTRATOR TO PRESCRIBE THE FORM AND DETAILS OF THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS OF THE BONDS; PROVIDING FOR BORROWING IN ANTICIPATION OF THE ISSUANCE OF THE BONDS; AND OTHER RELATED MATTERS.”

First Reading of the Following Ordinances

Ordinance 2020-12 “AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A GOVERNMENTAL REAL ESTATE LEASE AGREEMENT BETWEEN OCONEE COUNTY AS LESSOR AND CLEMSON UNIVERSITY AS LESSEE FOR CERTAIN REAL PROPERTY, INCLUDING CERTAIN IMPROVEMENTS THEREON, LOCATED AT 200 BOOKER DRIVE, WALHALLA, SOUTH CAROLINA; AND OTHER MATTERS RELATED THERETO.”

First & Final Reading for the Following Resolutions

Resolution 2020-04 “A RESOLUTION DESIGNATING APRIL 2020 AS FAIR HOUSING MONTH.

Discussion Regarding Action Items

Request Council consideration and approval for funding to Foothills Alliance in an amount of \$25,000

Foothills Alliance is a Nonprofit Agency that encompasses three programs: Sexual Trauma Center, Child Advocacy Center, and Prevent Child Abuse. The mission of Foothills Alliance is working in collaboration with community partners to prevent sexual assault trauma and child abuse and neglect by providing education, advocacy, and treatment services in Anderson and

Council’s meetings shall be conducted pursuant to the South Carolina Freedom of Information Act, Council’s Rules and the Model Rules of Parliamentary Procedure for South Carolina Counties, latest edition. This agenda may not be inclusive of all issues which Council may bring up for discussion at this meeting. Items are listed on Council’s agenda to give public notice of the subjects and issues to be discussed, acted upon, received as information and/or disposed of during the meeting. Items listed on Council’s agenda may be taken up, tabled, postponed, reconsidered, removed or otherwise disposed of as provided for under Council’s Rules, and Model Rules of Parliamentary Procedure for South Carolina Counties, latest edition, if not specified under Council’s rules.

Oconee Counties.

It is the staff's recommendation that Council approve this request for \$25,000 from the Oconee Support Line.

Council approval to adopt the 2020 Strategic Planning Retreat report

Discuss and authorize the County Administrator to request a formal extension of time from the South Carolina Department of Revenue in relation to delinquent tax collection procedures. The requested extension will delay the initiation of such proceedings from "On April first or as soon after that as practicable," S.C. Code § 12-51-40(a), to June first or as soon after that as practicable, consistent with S.C. Code § 12-2-60, which provides for such extensions, and in light of the current COVID-19 pandemic.

Discuss modification of construction permit and inspection fees related buildings damaged by tornado event of 4.13.2020

- Board & Commission Appointments** *(IF ANY)* [Seats listed are all co-terminus seats]
- ***Building Codes Appeal Board**.....1 At Large Seat
 - ***Board of Zoning Appeals**.....District 5

**No questionnaires on file for the seats listed above*

Council Committee Reports

Planning & Economic Development / Mr. Cain.....[03/03/2020]

Unfinished Business *[to include Vote and/or Action on matters brought up for discussion, if required]*
[None scheduled.]

New Business *[may include items which may be scheduled for final action at a future meeting, if required]*
[None scheduled.]

Executive Session

[upon reconvening Council may take a Vote and/or take Action on matters brought up for discussion in Executive Session, if required]

For the following purposes, as allowed for in § 30-4-70(a) of the South Carolina Code of Laws:

- [1] Discussion regarding an Economic Development matter, Project Trout.*
- [2] Receive legal advice and discuss personnel matters in relation to the Oconee County Emergency Services department.*

Adjourn

Assisted Listening Devices [ALD] are available to accommodate the special needs of citizens attending meetings held in Council Chambers.
ALD requests should be made to the Clerk to Council at least 30 minutes prior to the meeting start time.

Oconee County Council, Committee, Board & Commission meeting schedules, agendas are posted at the Oconee County Administration Building & are available on the County Council Website.

Council's meetings shall be conducted pursuant to the South Carolina Freedom of Information Act, Council's Rules and the Model Rules of Parliamentary Procedure for South Carolina Counties, latest edition. This agenda may not be inclusive of all issues which Council may bring up for discussion at this meeting. Items are listed on Council's agenda to give public notice of the subjects and issues to be discussed, acted upon, received as information and/or disposed of during the meeting. Items listed on Council's agenda may be taken up, tabled, postponed, reconsidered, removed or otherwise disposed of as provided for under Council's Rules, and Model Rules of Parliamentary Procedure for South Carolina Counties, latest edition, if not specified under Council's rules.



FY 2020 – 2021 Budget Announcement

The Budget process will always undergo three [3] readings and two [2] public hearings as has always been done. Due to COVID-19 and the tornado disaster, the budget process is being delayed until May 5, 2020 Budget meeting. No reading will take place prior to May 19, 2020. Budget documentation will be available on the web on May 15, 2020. This is the schedule for the three readings and public hearings:

- 1st reading – May 19, 2020
- 2nd reading – June 2, 2020
- Public Hearing – June 11, 2020
- 3rd Reading / Public Hearing – June 16, 2020

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE**

ORDINANCE 2020-06

AN ORDINANCE AUTHORIZING: (1) THE EXECUTION AND DELIVERY OF A FEE AGREEMENT BY AND BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND PROJECT AZTEC, PROVIDING FOR A PAYMENT OF A FEE IN LIEU OF TAXES; (2) THE ISSUANCE OF SPECIAL SOURCE REVENUE CREDITS; (3) THE ISSUANCE AND DELIVERY OF A MULTI-COUNTY INDUSTRIAL PARK AGREEMENT WITH PICKENS COUNTY; (4) THE CONVEYANCE OF CERTAIN REAL PROPERTY; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Oconee County, South Carolina, a political subdivision of the State of South Carolina (the "*County*"), acting by and through its County Council (the "*County Council*"), is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44, Code of Laws of South Carolina 1976, as amended (the "*Code*") and Chapters 1 and 12 of Title 4 of the Code (cumulatively, with Chapter 44 of Title 12, the "*Act*") (i) to enter into agreements with qualifying industry to encourage investment and projects constituting economic development property to which the industrial development of the State of South Carolina (the "*State*") will be promoted by inducing new and existing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ manpower and other resources of the State; and (ii) to covenant with such industry to accept certain payments in lieu of *ad valorem* taxes ("*FILOT*") with respect to such investment; and

WHEREAS, a company identified under the code name of Project Aztec (the "*Sponsor*"), informed the County in 2019 that it intended to install a solar power facility on land in Oconee County, South Carolina, to be owned by its affiliate (the "*Sponsor Affiliate*"), which would result in the creation of jobs and other economic benefits to the County (the "*Project*"), provided that the Sponsor, the Sponsor Affiliate, and the County reached an agreement on an incentive package for the Project; and

WHEREAS, the County, with such help and assistance as it desired from State agencies, has reviewed the entire matter, and has determined that it is in the best interests of the County, pursuant to the Act, to finalize with the Sponsor and Sponsor Affiliate a FILOT incentive package for the Project according to the terms and conditions of the fee agreement referred to below, and to designate the Project site as a joint county industrial and business park ("*Park*" or "*Multicounty Park*" or "*MCIP*");

WHEREAS, the County has agreed that in consideration of the investment stated herein and other good and valuable consideration, the County will grant, devise, and transfer to Sponsor or Sponsor Affiliate, as appropriate, certain County-owned land (the "*Land*") for purposes of developing the Project; and

WHEREAS, the Sponsor has assured the County that a minimum of \$50,000,000.00 in qualifying expenditures will be invested in the Project on or before December 31, 2025.

NOW, THEREFORE, BE IT RESOLVED, by the County Council, as follows:

Section 1. The County Council, having made a finding that the Project brings benefits to the County as set forth in Section 4 of this Ordinance, expresses its intention that this Ordinance shall fulfill the requirement under the Act as an official action on the part of the County Council relating to identifying and inducing the Project.

Section 2. The Chairman of the County Council is hereby authorized and directed to execute a Fee Agreement and a MCIP Agreement in substantially the same forms as those attached hereto as Exhibit A and Exhibit B, respectively, with such changes as are not materially adverse to the County, such changes being subject to the approval of the County Administrator with assistance of counsel to the County. The Clerk of the County Council is hereby authorized and directed to attest to the same. And, the County Administrator is hereby authorized and directed to deliver said executed Fee Agreement to the Sponsor and Sponsor Affiliate, and to deliver the executed MCIP Agreement to Pickens County.

Section 3. The County agrees to grant, devise, and convey the Land to the Sponsor or Sponsor Affiliate, as appropriate. The County Administrator is hereby authorized and directed to execute and delivery a Real Estate Purchase and Sale Agreement, in substantially the same form as attached hereto as Exhibit C, and do all other things necessary and property to effect the transfer of the Land to Sponsor or Sponsor Affiliate in a manner consistent with the Real Estate Purchase and Sale Agreement, the Fee Agreement, and this Ordinance.

Section 4. The County hereby finds (i) the Project will benefit the general public welfare of the County by providing service, employment, recreation, or other public benefits not otherwise provided locally; (ii) the Project gives rise to no pecuniary liability of the County or any incorporated municipality, and it does not establish a charge against the County's general credit or taxing power; (iii) the purposes to be accomplished by the Project are proper governmental and public purposes; and (iv) the benefits of the Project to the public are greater than the costs to the public.

Section 5. All ordinances, resolutions and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed.

This Ordinance shall take effect and be in full force after the County Council has approved it upon three readings and a public hearing, duly and timely held.

[Signatures on following page]

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Julian Davis, III
Chairman of County Council
Oconee County, South Carolina

ATTEST:

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

First Reading: January 21, 2020
Second Reading: February 4, 2020
Public Hearing: February 18, 2020
March 3, 2020
April 21, 2020
Third Reading: February 18, 2020 [postponed]
March 3, 2020 [postponed]

2020-06 EXHIBIT A

FEE-IN-LIEU OF *AD VALOREM* TAXES AGREEMENT

BETWEEN

BLUE RIDGE SOLAR, LLC, AS SPONSOR,

AND

OCONEE COUNTY, SOUTH CAROLINA

DATED AS OF _____, 2020

DRAFT

TABLE OF CONTENTS

	Page
Recitals.....	1
ARTICLE I PROJECT OVERVIEW	
Section 1.1 Agreement to Waive Requirement of Recapitulation.....	2
Section 1.2 Rules of Construction; Defined Terms.....	3
ARTICLE II REPRESENTATIONS AND WARRANTIES	
Section 2.1 Representations of the County.....	6
Section 2.2 Representations of the Sponsor.....	7
ARTICLE III COMMENCEMENT AND COMPLETION OF THE PROJECT	
Section 3.1 The Project.....	8
Section 3.2 Diligent Completion.....	8
ARTICLE IV PAYMENTS IN LIEU OF TAXES	
Section 4.1 Special Source Revenue Credit.....	8
Section 4.2 Negotiated Payments.....	9
Section 4.3 Payments in Lieu of Taxes on Replacement Property.....	11
Section 4.4 Reductions in Payments of Taxes Upon Removal, Condemnation or Casualty.....	11
Section 4.5 Place and Allocation of Payments in Lieu of Taxes.....	11
Section 4.6 Removal of Equipment.....	12
Section 4.7 Damage or Destruction of Project.....	12
Section 4.8 Condemnation.....	12
Section 4.9 Merger of Sponsor with Related Party.....	13
Section 4.10 Indemnification Covenants.....	13
Section 4.11 Confidentiality/Limitation on Access to Project.....	13
Section 4.12 Records and Reports.....	14
Section 4.13 Payment of Administrative Expenses.....	14
Section 4.14 Collection and Enforcement Rights of County.....	14
Section 4.15 Assignment and Subletting.....	15
Section 4.16 County's Estoppel Certification for Sponsor's Financing Transactions.....	15
Section 4.17 Sponsor's Continuing Obligations After Termination by Sponsor.....	15
Section 4.18 Events of Default.....	15
Section 4.19 Remedies on Default.....	16
Section 4.20 Remedies Not Exclusive.....	16
Section 4.21 Decommission Costs.....	16

Section 4.22 Addition of Sponsor Affiliates.....16

ARTICLE V
MISCELLANEOUS

Section 5.1 Notices..... 17
Section 5.2 Binding Effect..... 17
Section 5.3 Counterparts..... 17
Section 5.4 Governing Law..... 17
Section 5.5 Headings..... 17
Section 5.6 Amendments..... 17
Section 5.7 Further Assurance..... 18
Section 5.8 Severability..... 18
Section 5.9 Limited Obligation..... 18
Section 5.10 Force Majeure..... 18
Section 5.11 Execution Disclaimer..... 18

DRAFT

FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT

THIS FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT (this "*Fee Agreement*") is made and entered into as of _____, 2020, by and between Oconee County, South Carolina (the "*County*"), a body politic and corporate and a political subdivision of the State of South Carolina (the "*State*"), acting by and through the Oconee County Council (the "*County Council*") as the governing body of the County, and Blue Ridge Solar, LLC (the "*Sponsor*"), a limited liability company duly organized and existing under the laws of the State of South Carolina.

WITNESSETH:

WHEREAS, the County is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 (the "*Act*") of the Code of Laws of South Carolina 1976, as amended (the "*Code*") to enter into fee agreements with certain entities meeting the requirements of the Act, which identify certain property of such entities as economic development property, to induce such industries to locate in the State and to encourage industries now located in the State to expand their investments and thus make use of and employ manpower and other resources of the State.

Pursuant to the Act, the County finds that (a) the Project (as defined herein) is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefit not otherwise adequately provided locally; (b) the Project gives rise to no pecuniary liability of the County or any incorporated municipality and to no charge against the County's general credit or taxing power; (c) the purposes to be accomplished by the Project are proper governmental and public purposes; and (d) the benefits of the Project to the public are greater than the costs to the public.

The Sponsor has committed to acquire land from Oconee County (as detailed in separate Real Estate Purchase and Sale Agreement) and other adjacent parcels from private owners as necessary to develop a solar photovoltaic power facility (the "*Solar Facility*") on such property.

The Solar Facility involves an initial taxable investment of at least Fifty Million and 00/100 Dollars (\$50,000,000.00) in the County within five (5) years of the end of the Company tax year in which Project Property is first placed into service, and all of that investment, without regard to depreciation, once having been achieved during the Investment Period, shall be maintained for the full Term of the Fee Agreement, all being maintained in accordance with the Act and this Agreement. Further, approximately two hundred (200) jobs will be created in the County as needed to develop the Solar Facility.

Pursuant to an Ordinance adopted on _____, 2020 (the "*Fee Ordinance*"), as an inducement to the Company to develop the Project and at the Company's request, the County Council, among other things, authorized the County to enter into a Fee Agreement with the Company which identifies the property comprising the Project as Economic Development Property (as defined in the Act) under the Act subject to the terms and conditions hereof.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, the parties hereto agree as follows, with the understanding that no obligation of the County described herein shall create a pecuniary liability or charge upon its general credit or taxing powers, but shall be payable solely out of the sources of payment described herein and shall not under any circumstances be deemed to constitute a general obligation of the County.

WHEREAS, the Sponsor proposes to develop, install or operate, as applicable, solar power generating facilities located at a leased site situated on the property purchased from the County and private owners described in Exhibit A attached hereto (the "*Land*") in Oconee County, South Carolina (the "*Project*");

WHEREAS, the Project will involve an investment which, but for this Fee Agreement, would have a value for *ad valorem* taxation purposes, of not less than Fifty Million and 00/100 Dollars (\$50,000,000.00), to be achieved within the Investment Period ("*Project Commitment*"), meeting the minimum investment requirement under the Act;

WHEREAS, pursuant to the Act, the County has determined that (a) the Project (as defined herein) is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefit not otherwise adequately provided locally; (b) the Project gives rise to no pecuniary liability of the County or any incorporated municipality and to no charge against its general credit or taxing power; (c) the purposes to be accomplished by the Project are proper governmental and public purposes; and (d) the benefits of the Project to the public are greater than the costs to the public;

WHEREAS, the County Council, as an inducement to the Sponsor to develop the Project, has determined that the County should enter into this Fee Agreement and a Joint County Industrial and Business Park ("Park" or "Multi-County Park" or "MCIP") Agreement, and herein authorizes the County Administrator, County Attorney, and the Executive Director of the Oconee Economic Alliance to negotiate with the Sponsor the terms of this Fee Agreement and the MCIP Agreement;

WHEREAS, the County Council adopted an ordinance contemporaneously with the date of this Fee Agreement (the "*Fee Ordinance*"), as an inducement to the Sponsor to develop the Project and at the Sponsor's request, the County Council authorized the County to enter into this Fee Agreement as a fee-in-lieu of ad valorem tax agreement with the Sponsor which identifies the property comprising the Project as Economic Development Property under the Act subject to the terms and conditions hereof, and authorized and directed the County to enter into the MCIP Agreement with Pickens County;

WHEREAS, the Project constitutes Economic Development Property within the meaning of the Act; and

WHEREAS, for the purposes set forth above, the County has determined that it is in the best interests of the County to enter into this Fee Agreement with the Sponsor subject to the terms and conditions herein set forth, and to enter into the MCIP Agreement with Pickens County, subject to the terms and conditions therein set forth.

NOW, THEREFORE, AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, the parties hereto agree as follows, with the understanding that no obligation of the County described herein shall create a pecuniary liability or charge upon its general credit or taxing powers, but shall be payable solely out of the sources of payment described herein and shall not under any circumstances be deemed to constitute a general obligation to the County:

ARTICLE I PROJECT OVERVIEW

Section 1.1. Agreement to Waive Requirement of Recapitulation. Pursuant to Section 12-44-55(B) of the Act, the County and the Sponsor agree to waive the requirement of including in this Fee Agreement the recapitulation information as set forth in Section 12-44-55(A) of the Act, to the extent that and so long as the Sponsor makes all reports and filings for the Project required by the Act and other state law and provides

copies thereof to the Oconee County Auditor, Treasurer, Assessor, and Clerk to Council within thirty (30) days of the time for timely filing of each document. If the Sponsor should be required to retroactively comply with the recapitulation requirements of Section 12-44-55 of the Act, then the County agrees, to the extent permitted by law, to waive all penalties of the County for the Sponsor's noncompliance that are within the County's control.

Section 1.2. Rules of Construction; Defined Terms. In addition to the words and terms elsewhere defined in this Fee Agreement, the terms defined in this Article shall have the meaning herein specified, unless the context clearly requires otherwise. The definition of any document shall include any amendments to that document, unless the context clearly indicates otherwise.

"Act" shall mean Chapters 1 and 12 of Title 4 and Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended, and all future acts supplemental thereto or amendatory thereof.

"Administrative Expenses" shall mean the reasonable and necessary expenses, including attorneys' fees, incurred by the County with respect to the Project, this Fee Agreement, and other required documents.

"Authorized Sponsor Representative" shall mean any person designated from time to time to act on behalf of the Sponsor as evidenced by a written certificate or certificates furnished to the County containing the specimen signature of each such person, signed on behalf of the Sponsor by its manager, its president, one of its vice presidents, its general counsel, its secretary or any assistant secretary. Such certificates may designate an alternate or alternates, and may designate different Authorized Sponsor Representatives to act for the Sponsor with respect to different sections of this Fee Agreement.

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

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

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

"Commencement Date" shall mean the last day of the property tax year during which Economic Development Property is first placed in service, except that this date must not be later than the last day of the property tax year which is three (3) years from the year in which the County and the Sponsor execute this Fee Agreement.

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

"County Administrator" shall mean the person appointed by the County Council to act as county administrator of the County at any one time during the term of this Fee Agreement, or in the event that the form of government of the County changes from that which is in place at the time of the execution of this Fee Agreement, the person who is authorized to perform the managerial and/or administrative duties presently assigned to the County Administrator.

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

"Diminution of Value" in respect of any Phase of the Project shall mean any reduction in the value, based on original fair market value as determined in Step 1 of Section 4.2 of this Fee Agreement, of the items which constitute a part of the Phase which may be caused by (i) the Sponsor's removal of equipment

pursuant to Section 4.6 of this Fee Agreement, (ii) a casualty to the Phase of the Project, or any part thereof, described in Section 4.7 of this Fee Agreement, or (iii) a condemnation to the Phase of the Project, or any part thereof, described in Section 4.8 of this Fee Agreement.

“Economic Development Property” shall mean all items of real and tangible personal property comprising the Project which (1) are eligible for inclusion as economic development property under the Act, (2) become subject to this Fee Agreement, and (3) are identified by the Sponsor or Sponsor Affiliate, as applicable, in connection with their annual filing of a SCDOR PT-100, PT-300 or comparable form with the South Carolina Department of Revenue (as such filing may be amended from time to time) for each year within the Investment Period. Title to all Economic Development Property shall at all times remain vested in the Sponsor or Sponsor Affiliate, as applicable, except as may be necessary to take advantage of Section 12-44-160 of the Act.

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

“Event of Default” shall mean any Event of Default specified in Section 4.18 of this Fee Agreement.

“Fee Agreement” shall mean this Fee-In-Lieu of Ad Valorem Taxes Agreement.

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

“FILOT” shall mean the fee-in-lieu of taxes, which the Sponsor or Sponsor Affiliate, as applicable, is obligated to pay to the County pursuant to Section 4.2 hereof.

“FILOT Payments” shall mean the payments to be made by the Sponsor or Sponsor Affiliate, as applicable, pursuant to Section 4.2 hereof.

“FILOT Revenues” shall mean the revenues received by the County from the Sponsor’s or Sponsor Affiliate’s, as applicable, payment of the FILOT.

“Force Majeure” shall mean any event of Force Majeure as defined in Section 5.10 of this Fee Agreement.

“Investment Period” shall mean the period commencing in 2020 and ending on the last day of the fifth (5th) property tax year following the earlier of the property tax year in which Economic Development Property is placed in service or the property tax year in which this Fee Agreement is executed; provided a later date may be agreed to by the Sponsor or Sponsor Affiliate, as applicable, and County pursuant to Section 12-44-30(13) of the Act, if so approved by the County Council then in office.

“Land” shall mean the real estate upon which the Project is to be located, as described on Exhibit A attached hereto, as Exhibit A may be supplemented from time to time in accordance with the provisions hereof.

“MCIP” shall mean the Multi-County Industrial Park.

“MCIP Park” shall mean the “Park”.

“Negotiated FILOT Payments” shall mean the FILOT payments due pursuant to Section 4.2 hereof with respect to that portion of the Project consisting of Economic Development Property.

“Net FILOT Payment” shall mean total annual Negotiated FILOT Payments for the Project in the MCIP, after deduction (in the following order) of 1) the Partner County fee pursuant to the MCIP Agreement, (2) any amounts required to be reserved by the purchaser of the special source revenue bonds issued with respect to the High Pointe, LLC and Pointe West, Inc. projects, which would currently be fifteen percent (15%) of applicable multi-county industrial park revenues, and 3) deduction of all other County expenses of creating, operating, and maintaining the Park, which are customarily nominal barring unusual circumstances, as required by other ordinance(s) of the County, and 4) the Special Source Revenue Credits granted in Section 4.1, hereof. **The total Net FILOT Payment to the County shall always be One Hundred Thousand and 00/100 Dollars (\$100,000.00) or greater.**

“Non-Qualifying Property” shall mean that portion of the Project consisting of: (i) property as to which the Sponsor or Sponsor Affiliate, as applicable, incurred expenditures prior to the Investment Period or, except as to Replacement Property, after the end of the Investment Period; (ii) Existing Property; and (iii) any released property or other property which fails or ceases to qualify for FILOT Payments, including without limitation property as to which the Sponsor or Sponsor Affiliate, as applicable, has terminated the FILOT pursuant to Section 4.19(a) hereof. The Sponsor and Sponsor Affiliate agree that the real estate improvements on the Real Property as of the date of this Fee Agreement, if any, shall constitute Non-Qualifying Property for purposes of this Fee Agreement.

“Park” or “Multi-County Park” or “MCIP” shall mean the joint county industrial and business park, as so designated, pursuant to the Act, by the County and Pickens County, by and through their Park Agreement (Project Aztec) dated as of [DATE], in which the Real Property is located and in which the Project stands and is located.

“Phase” or “Phases” in respect of the Project shall mean the Structure and Equipment placed in service during each year of the Investment Period.

“Phase Termination Date” shall mean with respect to each Phase of the Project the day thirty (30) years after each such Phase of the Project becomes subject to the terms of this Fee Agreement, with the option to extend the term for a further ten (10) years in accordance with the Act if so approved by the County Council then in office, in writing. Anything contained herein to the contrary notwithstanding, the last Phase Termination Date shall be no later than the latter of: (a) December 31, 2054, unless an extension of time in which to complete the Project is granted by the County Council then in office, in writing, pursuant to Section 12-44-30(13) of the Act or (b) December 31 of the year of the expiration of the maximum period of years that the annual fee payment is available to the Sponsor or Sponsor Affiliate, as applicable, under Section 12-44-30(20) of the Act, as amended, if all extensions required therefor are granted by the Council then in office, in writing.

“Power Purchase Agreement” shall mean any agreement applicable to the Project whereby any third party contracts to purchase electricity generated by the Project for any term.

“Project” shall mean the Real Property, the Structure, and the Equipment, together with the acquisition and installation thereof as acquired, in Phases.

“Project Commitment” shall have the meaning set forth in the recitals to this Fee Agreement.

“Qualifying Infrastructure Costs” shall have the meaning set forth in Section 4.1 of this Fee Agreement.

“Real Property” shall mean the Land identified on Exhibit A, together with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto to the extent such become a part of the Project under this Fee Agreement, all improvements now or hereafter situated thereon and all fixtures now or hereafter attached thereto, to the extent such improvements and fixtures become part of the Project under this Fee Agreement.

“Replacement Property” shall mean any property which is placed in service as a replacement for any item of Equipment which is scrapped or sold by the Sponsor and treated as a Removed Component under Section 4.6 hereof regardless of whether such property serves the same function as the property it is replacing and regardless of whether more than one piece of property replaces any item of Equipment, but only to the extent that such property may be included in the calculation of the FILOT pursuant to Section 4.2 hereof and Section 12-44-60 of the Code.

“Special Source Revenue Credit” shall mean the Special Source Revenue Credit described in Section 4.1 hereof.

“Sponsor” shall mean Blue Ridge Solar, LLC, a South Carolina limited liability company duly qualified to transact business in the State of South Carolina and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any assignee hereunder which is designated by the Sponsor and approved or ratified by the County.

“Sponsor Affiliate” means an affiliate that joins with or is an affiliate of the Company, that enters into and delivers to the County a joinder agreement pursuant to Section 4.22 hereof, whose investment shall be considered part of the Project and shall qualify for FILOT Payments, Special Source Revenue Credits, and other benefits pursuant to Article IV hereof.

“Structure” shall mean the structures and other improvements to be constructed or installed upon the Real Property as part of the implementation of the Project.

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

ARTICLE II REPRESENTATIONS AND WARRANTIES

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

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

(b) The County, based on representations of the Sponsor, has determined that the Project will serve the purposes of the Act, and has made all other findings of fact required by the Act in order to designate the Project as Economic Development Property.

(c) The Project constitutes a "project" within the meaning of the Act.

(d) By proper action of the County Council, the County has duly authorized the execution and delivery of this Fee Agreement and any and all actions necessary and appropriate to consummate the transactions contemplated hereby.

(e) This Fee Agreement has been duly executed and delivered on behalf of the County.

(f) No actions, suits, proceedings, inquiries, or investigations known to the undersigned representatives of the County are pending or threatened against or affecting the County in any court or before any governmental authority or arbitration board or tribunal, which could materially adversely affect the transactions contemplated by this Fee Agreement or which could, in any way, adversely affect the validity or enforceability of this Fee Agreement.

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

(a) The Sponsor is duly organized and in good standing under the laws of the State of South Carolina, has power to enter into this Fee Agreement, and by proper company action has duly authorized the execution and delivery of this Fee Agreement.

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

(c) The Sponsor intends to operate the Project as a "project" within the meaning of the Act as in effect on the date hereof. The Sponsor intends to develop, install or operate, as applicable, solar power generating facilities, to conduct other legal activities and functions with respect thereto, and for such other purposes permitted under the Act as the Sponsor may deem appropriate.

(d) The availability of the payment in lieu of taxes with regard to the Economic Development Property authorized by the Act has, in part, induced the Sponsor to undertake the Project in the County.

(e) The Sponsor plans and commits to achieve its Project Commitment by the end of the Investment Period.

(f) The income tax year of the Sponsor, and accordingly the property tax year, for federal income tax purposes, ends on December 31.

(g) The Sponsor is responsible for any increase in the real property taxes levied against the Land directly attributable to the Project including, without limitation, any rollback taxes, any increase in regular ad valorem taxes due to the change in use of the Land, any taxes or assessments on improvements made to the Land by Sponsor, or any taxes or assessments upon any other property installed in or brought onto the Land by Sponsor.

**ARTICLE III
COMMENCEMENT AND COMPLETION OF THE PROJECT**

Section 3.1. *The Project.* The Sponsor or Sponsor Affiliate, as applicable, has acquired and/or installed since the Commencement Date or made plans for the acquisition and/or installation of, certain Equipment on the Land which comprises the Project.

Pursuant to the Act, the Sponsor, any Sponsor Affiliate, as applicable, and the County hereby agree that the property comprising the Project shall be Economic Development Property as defined under the Act.

Section 3.2. *Diligent Completion.* The Sponsor and any Sponsor Affiliate, as applicable, agree to use reasonable efforts to cause the acquisition, construction, and installation of the Project to be completed as soon as practicable.

**ARTICLE IV
PAYMENTS IN LIEU OF TAXES**

Section 4.1. *Special Source Revenue Credit (SSRC).* The County hereby grants to the Sponsor and any Sponsor Affiliate(s), subject to the provisions herein, and the Sponsor and any Sponsor Affiliate(s) hereby accept(s) from the County, a Special Source Revenue Credit, in reimbursement of investment in Qualifying Infrastructure Costs as described below, to be applied to its annual fee-in-lieu of taxes liability, equal to eighty eight percent (88%) of the annual Negotiated FILOT Payment as calculated in Section 4.2 hereof, after deduction (in the following order) of (1) the Partner County fee pursuant to the MCIP Agreement, (2) any amounts required to be reserved by the purchaser of the special source revenue bonds issued with respect to the High Pointe, LLC and Pointe West, Inc. projects, which would currently be fifteen percent (15%) of applicable multi-county industrial park revenues, and (3) deduction of all other County expenses of creating, operating, and maintaining the Park, which are customarily nominal barring unusual circumstances, as required by other ordinance(s) of the County.

(a) The Special Source Revenue Credit shall be effective starting with the first Negotiated FILOT Payment due hereunder and shall remain effective for the entire Fee Term. For purposes of this Fee Agreement, "Qualifying Infrastructure Costs" shall include but not be limited to, the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the Project and for improved or unimproved real estate and machinery and equipment in connection with the Project, and any other expenditures authorized by Section 4-29-68 of the Code.

(b) In order to receive the Special Source Revenue Credit on the Non-Qualifying Property, the Sponsor and any Sponsor Affiliate(s) agree(s) to waive the tax exemptions that otherwise may be applicable if the Non-Qualifying Property were subject to ad valorem taxes, including the exemptions allowed pursuant to Section 3(g) of Article X of the Constitution of the State of South Carolina, and the exemptions allowed pursuant to Sections 12-37-220(B)(32) and (34) of the Code.

(c) If for any reason the Negotiated FILOT Payment to be made with respect to any year is less than the Net FILOT Payment, the Sponsor and any Sponsor Affiliate(s) shall not be entitled to receive the SSRC with respect to such year and shall make an additional payment to the County that is equal to the difference between the Net FILOT Payment and the Negotiated FILOT Payment of that given year (excluding any FILOT Payments due under Section 4.1(d) or Section 4.2(c) hereof, which shall also be due). Any payment made under the foregoing sentence shall be due at the time the corresponding FILOT Payment is due, shall be treated as a FILOT Payment under this Fee Agreement and shall be subject to statutory interest if not

paid when due pursuant to Section 12-54-25, Code of Laws of South Carolina 1976, as amended, as allowed under the FILOT Act.

(d) In the event (i) the Sponsor or Sponsor Affiliate, as applicable, willfully terminates this Fee Agreement for any reason except in the event of a Force Majeure as defined in section 5.10 herein, (ii) the County terminates this Fee Agreement due to a default hereunder by the Sponsor or Sponsor Affiliate, as applicable, subject to cure rights, or (iii) the Sponsor and Sponsor Affiliates fail to make the Project Commitment by the end of the Investment Period, then, upon demand by the County in writing, the Sponsor or Sponsor Affiliate, as applicable, shall pay to the County the difference between the total Negotiated FILOT Payments actually paid during the term of the Fee Agreement and the amount which would have been due had the property been subject to normal *ad valorem* taxation.

(e) The Sponsor or Sponsor Affiliate, as applicable, shall make Negotiated FILOT Payments for each year in which a Power Purchase Agreement is in place, and as otherwise required by this Fee Agreement. The Sponsor and Sponsor Affiliate, as applicable, recognize that the County offered the incentives described herein in reliance on the understanding that the initial Power Purchase Agreement applicable to the Project has a term of no less than fifteen (15) years. In the event of a termination of this Fee Agreement during the term of an applicable Power Purchase Agreement, the Sponsor and Sponsor Affiliate shall be responsible for the remainder of such payments during such term of the Power Purchase Agreement, which shall be due and payable within ninety (90) days of termination of this Fee Agreement.

Section 4.2. Negotiated FILOT Payments.

(a) Pursuant to Section 12-44-50 of the Act, the Sponsor or Sponsor Affiliate, as applicable, are required to make payments in lieu of *ad valorem* taxes to the County with respect to the Project. Inasmuch as the Sponsor anticipates the Project will involve an initial investment of sufficient sums to qualify to enter into a fee in lieu of tax arrangement under Section 12-44-50(A)(1) of the Act, the County and the Sponsor have negotiated the amount of the payments in lieu of taxes in accordance therewith. In accordance therewith, the Sponsor or Sponsor Affiliate, as applicable, shall make payments in lieu of *ad valorem* taxes on all the Equipment, Structures, and Real Property which collectively comprise the Project and are placed in service, as follows: the Sponsor or Sponsor Affiliate, as applicable, shall make payments in lieu of *ad valorem* taxes with respect to each Phase of the Project placed in service on or before each December 31 through December 31, 2025, said payments to be made annually and to be due and payable and subject to penalty assessments on the same dates and in the same manner as prescribed by the County for *ad valorem* taxes, less the Special Source Revenue Credit. The amount of such equal annual payments in lieu of taxes shall be determined by the following procedure (subject, in any event, to the required procedures under the Act and to Section 4.4 hereof):

Step 1: Determine the fair market value of the improvements to the Real Property and Equipment in the Phase of the Project placed in service in any given year of the five (5) year Investment Period, for such year and for the following twenty-nine (29) years, using the original income tax basis for State income tax purposes less depreciation for each year allowable to the Sponsor or Sponsor Affiliate, as applicable, for any Equipment as determined in accordance with Title 12 of the Code, as amended and in effect on December 31 of the year in which each Phase becomes subject to the Fee Agreement, except that no extraordinary obsolescence shall be allowable but taking into account all applicable property tax exemptions which would be allowed to the Sponsor or Sponsor Affiliate, as applicable, under State law, if the property were taxable, except those exemptions specifically disallowed under Section 12-44-50(A)(2) of the Act, as amended and in effect on December 31 of the year in which each

Phase becomes subject to the Fee Agreement. The County, Sponsor, and Sponsor Affiliates also agree pursuant to Section 12-44-50(A)(1) of the Act that the value of the Real Property included in any Phase of the Project shall be its fair market value as determined by appraisal but the fair market value of the Real Property shall be subject to reappraisal by the South Carolina Department of Revenue not more often than once every five (5) years.

- Step 2: Apply an assessment ratio of six percent (6%) (which will remain constant throughout the term of this Fee Agreement, as allowed for by the Act) to the fair market value as determined for each year in Step 1 to establish the taxable value of each Phase of the Project in the year it is placed in service and in each of the twenty-nine (29) years thereafter or such longer period of years that the annual fee payment is permitted to be made by the Sponsor or Sponsor Affiliate, as applicable, under the Act, as amended, if so permitted by the County Council then in office, in writing.
- Step 3: Use a millage rate, which is the combined millage rate applicable to the Project site on June 30, 2020, which the Parties hereto believe to be 227.6 mils, (which will remain constant throughout the term of this Fee Agreement, as allowed for by the Act) to determine the amount of the payments in lieu of taxes which would be due in each year of the Fee Term on the payment dates prescribed by the County for such payments, or for such longer period of years that the annual fee payment is permitted to be made by the Sponsor or Sponsor Affiliate, as applicable, under the Act, as amended, by the County Council then in office, in writing.
- Step 4: Increase or decrease the calculated amounts determined in the previous Steps as described in Section 4.1 herein. The increase or decrease under Section 4.1 shall be shown on the bill sent by the County to the Sponsor or Sponsor Affiliate, as applicable, or paid by a check from the County Treasurer.

In the event that it is determined by a final order of a court of competent jurisdiction or by agreement of the parties that the payment in lieu of taxes applicable to this transaction is to be calculated differently than described above, the payment shall be reset at the permitted level so determined, but never lower or less than the level approved by this Agreement.

In the event that the Act and/or the above-described payments in lieu of taxes are declared invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions that such payments and this Fee Agreement be reformed so as to most closely effectuate the legal, valid, and enforceable intent thereof and so as to afford the Sponsor or Sponsor Affiliate, as applicable, with the benefits to be derived hereof, it being the intention of the County to offer the Sponsor or Sponsor Affiliate, as applicable, an inducement to locate the Project in the County. If the Project is deemed to be subject to *ad valorem* taxation, the payment in lieu of *ad valorem* taxes to be paid to the County by the Sponsor or Sponsor Affiliate, as applicable, shall become equal to the amount which would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the Project was not and had not been Economic Development Property under the Act. In such event, any amount determined to be due and owing to the County from the Sponsor or Sponsor Affiliate, as applicable, with respect to a year or years for which payments in lieu of *ad valorem* taxes have been previously remitted by the Sponsor or Sponsor Affiliate, as applicable, to the County hereunder, shall be reduced by the total amount of payments in lieu of *ad valorem* taxes made by the Sponsor or Sponsor Affiliate, as applicable, with respect to the Project pursuant to the terms hereof.

(b) The Sponsor and Sponsor Affiliates agree to waive the benefits of any future legislative enactment that reduces property taxes available to solar farm property. If the Sponsor or any Sponsor Affiliate, as applicable, claims any such benefits in addition to the benefits provided in this Fee Agreement, such action shall constitute an early termination of this Fee Agreement by such Sponsor or Sponsor Affiliate.

(c) In the event the Sponsor has not invested at least Fifty Million and 00/100 Dollars (\$50,000,000.00) by the end of the Investment Period, or if the overall investment in the Project is less than Fifty Million and 00/100 Dollars (\$50,000,000.00), without regard to depreciation, at any point following the end of the Investment Period, the Sponsor and any Sponsor Affiliates shall owe the County retroactively the difference between *ad valorem* property taxes on the Real Property and the Equipment subject to payments in lieu of taxes under this Fee Agreement computed as if this Fee Agreement had not been in effect for such retroactive period and the payments in lieu of taxes required to be made under this Fee Agreement for that retroactive period, taking into account exemptions and/or abatements from property taxes that would have been available to the Sponsor or Sponsor Affiliate, as applicable, including but not limited to any exemption and/or abatement provided pursuant to Section 12-37-220(A)(7) of the Code (hereinafter "*Retroactive Tax Payment*").

Section 4.3. *Payments in Lieu of Taxes on Replacement Property.* If the Sponsor elects to replace any Removed Components (as defined below) and to substitute such Removed Components with Replacement Property as a part of the Project, then, pursuant and subject to Section 12-44-60 of the Act, the Sponsor shall make statutory payments in lieu of *ad valorem* taxes with regard to such Replacement Property as follows (subject in all events to the applicable provisions of the Act):

(a) to the extent that the income tax basis of the Replacement Property (the "*Replacement Value*") is less than or equal to the original income tax basis of the Removed Components (the "*Original Value*") the amount of the payments in lieu of taxes to be made by the Sponsor with respect to such Replacement Property shall be calculated in accordance with Section 4.2 hereof; provided, however, in making such calculations, the original cost to be used in Step 1 of Section 4.2 shall be equal to the lesser of (x) the Replacement Value and (y) the Original Value, and the number of annual payments to be made with respect to the Replacement Property shall be equal to thirty (30) (or, if greater, the maximum number of years for which the annual fee payments are available to the Sponsor for each portion of the Project under the Act, as amended) minus the number of annual payments which have been made with respect to the oldest Removed Components disposed of in the same property tax year as the Replacement Property is placed in service; and

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

Section 4.4. *Reductions in Payments in Lieu of Taxes Upon Removal, Condemnation or Casualty.* In the event of a Diminution in Value of any Phase of the Project, the payment in lieu of taxes with regard to that Phase of the Project shall be reduced in the same proportion as the amount of such Diminution in Value bears to the original fair market value of that Phase of the Project as determined pursuant to Step 1 of Section 4.2 hereof, subject always to the provisions of Section 4.1 and 4.2 hereof.

Section 4.5. *Place and Allocation of Payments in Lieu of Taxes.* The Sponsor or Sponsor Affiliate, as applicable, shall make the above-described payments in lieu of taxes directly to the County in accordance with applicable law as to time and place.

Section 4.6. Removal of Equipment. Subject, always, to the provisions of Sections 4.1 and 4.2 hereof, the Sponsor shall be entitled to remove the following types of components or Phases of the Project from the Project with the result that said components or Phases (the "**Removed Components**") shall no longer be considered a part of the Project and shall no longer be subject to the terms of this Fee Agreement: (a) components or Phases which become subject to statutory payments in lieu of *ad valorem* taxes; (b) components or Phases of the Project or portions thereof which the Sponsor, in its sole discretion, determines to be inadequate, obsolete, uneconomic, worn-out, damaged, unsuitable, undesirable or unnecessary; or (c) components or Phases of the Project or portions thereof which the Sponsor, in its sole discretion, elect to remove pursuant to Section 4.7(c) or Section 4.8(b)(iii) hereof.

Section 4.7. Damage or Destruction of Project.

(a) *Election to Terminate.* Subject to Section 4.1(d) hereof, in the event the Project is damaged by fire, explosion, or any other casualty, the Sponsor shall be entitled to terminate this Fee Agreement; provided, however, that (i) if there has been only partial damage of the Project due to any of such casualties and the Sponsor elects to terminate this Fee Agreement, and (ii) the Sponsor has not invested at least Twenty Million and 00/100 Dollars (\$20,000,000.00) in the Project at the time of such termination, the Sponsor shall owe the County the Retroactive Tax Payment, but to the extent permitted by law if the Sponsor has invested at least Twenty Million and 00/100 Dollars (\$20,000,000.00) in the Project within the time period required under the Act, it shall owe no Retroactive Tax Payment.

(b) *Election to Rebuild.* In the event the Project is damaged by fire, explosion, or any other casualty, and if the Sponsor does not elect to terminate this Fee Agreement, the Sponsor may in its sole discretion commence to restore the Project with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Sponsor, subject always to Sections 4.1 and 4.2, hereof. All such restorations and replacements shall be considered, to the extent permitted by law, substitutions of the destroyed portions of the Project and shall be considered part of the Project for all purposes hereof, including, but not limited to any amounts due by the Sponsor to the County under Section 4.2 hereof.

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

Section 4.8. Condemnation.

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

(b) *Partial Taking.* In the event of a partial taking of a significant portion of the Project or transfer in lieu thereof, the Sponsor may elect: (i) to terminate this Fee Agreement; provided, however, that if the Sponsor has not invested at least Twenty Million and 00/100 Dollars (\$20,000,000.00) in the Project at the time of such termination, the Sponsor shall owe the County the Retroactive Tax Payment, but to the extent

permitted by law if the Sponsor has invested at least Twenty Million and 00/100 Dollars (\$20,000,000.00) in the Project within the time period required under the Act, it shall owe no Retroactive Tax Payment; (ii) to repair and restore the Project, with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Sponsor, subject always to Sections 4.1 and 4.2, hereof; or (iii) to treat the portions of the Project so taken as Removed Components.

Section 4.9. *Merger of Sponsor or Sponsor Affiliate with Related Party.* The County agrees that, without again obtaining the approval of the County (to the extent permitted by the Act), the Sponsor or Sponsor Affiliate, as applicable, may merge with or be acquired by a related party so long as the surviving company has an equal or greater net asset value of the Sponsor or Sponsor Affiliate, as applicable.

Section 4.10. *Indemnification Covenants.* (a) The Sponsor and Sponsor Affiliate shall, and agree to, indemnify and save the County, its agents, officers, or employees harmless against and from all claims by or on behalf of any person, firm, or corporation arising from the conduct or management of, or from any work or thing done on, the Project during the Fee Term, and the Sponsor and Sponsor Affiliate further, shall indemnify and save the County harmless against and from all claims arising during the term of the Fee Agreement from (i) any condition of the Project, (ii) any breach or default on the part of the Sponsor and Sponsor Affiliate in the performance of any of their obligations under this Fee Agreement, (iii) any act of negligence of the Sponsor, Sponsor Affiliate, or any of their agents, servants, or employees on or with respect to the Project, (iv) any act of negligence of any assignee or sublessee of the Sponsor and Sponsor Affiliate with respect to the Project, or of any agents, servants, or employees of any assignee or sublessee of the Sponsor or Sponsor Affiliate, as applicable, with respect to the Project, or (v) any environmental violation, condition, or effect with respect to the Project. The Sponsor and Sponsor Affiliate shall indemnify and save the County, its agents, officers, or employees harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid in connection with the Project or in connection with any action or proceeding brought thereon, and upon notice from the County, the Sponsor and Sponsor Affiliate shall defend them or either of them in any such action, prosecution or proceeding with counsel reasonably acceptable to the County, its agents, officers, or employees.

(b) Notwithstanding the fact that it is the intention of the parties that the County, its agents, officers, or employees, shall not incur pecuniary liability by reason of the terms of this Fee Agreement, or the undertakings required of the County hereunder, or by reason of the performance of any act requested of it by the Sponsor and Sponsor Affiliates, including all claims, liabilities or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if the County, its agents, officers or employers should incur any such pecuniary liability, then in such event the Sponsor and Sponsor Affiliates shall indemnify and hold them harmless against all claims by or on behalf of any person, firm, or corporation, arising out of the same, and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, and upon notice, the Sponsor and Sponsor Affiliate shall defend them in any such action or proceeding with counsel reasonably acceptable to the County, its agents, officers, or employees.

These indemnification covenants shall be considered included in and incorporated by reference in subsequent documents after the closing which the County is requested to sign, and any other indemnification covenants in any subsequent documents shall not be construed to reduce or limit the above indemnification covenants.

Section 4.11. *Confidentiality/Limitation on Access to Project.* The County acknowledges and understands that the Sponsor utilizes confidential and proprietary "state-of-the-art" trade equipment and

techniques and that a disclosure of any information relating to such equipment or techniques, including but not limited to, disclosures of financial or other information concerning the Sponsor's operations would result in substantial harm to the Sponsor and could thereby have a significant detrimental impact on the Sponsor's employees and also upon the County. Therefore, subject to the provisions of Section 4.12 hereof, the County agrees that, except as required by law and pursuant to the County's police powers and except as deemed reasonably necessary by the County in the performance of its duties as tax assessor and collector, and/or its duties as Auditor, neither the County nor any employee, agent or contractor of the County: (i) shall request or be entitled to receive any such confidential or proprietary information; (ii) shall intentionally disclose or otherwise knowingly divulge any such clearly marked and identified confidential or proprietary information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by State law. Prior to disclosing any clearly marked and identified confidential or proprietary information or allowing inspections of the Project or any property associated therewith, the Sponsor may require the execution of reasonable, individual, confidentiality and non-disclosure agreements by any officers, employees or agents of the County or any supporting or cooperating governmental agencies who would gather, receive or review such information or conduct or review the results of any inspections.

Section 4.12. *Records and Reports.* The Sponsor agrees to maintain or cause to be maintained and will make available to the County for inspection upon request of the County such books and records with respect to the Project as will permit the identification of the Equipment placed in service in each property tax year during the Investment Period, the amount of investment with respect thereto, and its computations of all payments in lieu of taxes made hereunder and to comply with all reporting requirements of the State of South Carolina and the County applicable to property subject to payments in lieu of taxes under the Act, including without limitation the reports required by Section 12-44-90 of the Act (collectively, "*Filings*").

Notwithstanding any other provision of this Section 4.12, the Sponsor may designate with respect to any Filings delivered to the County segments thereof that the Sponsor believes contain proprietary, confidential, or trade secret matters. The County shall conform, to the extent permitted by law, with all reasonable, written requests made by the Sponsor with respect to maintaining confidentiality of such designated segments.

The Sponsor shall make all required annual property tax/FILOT filings on the required PT-300 (or successor) form with the South Carolina Department of Revenue and shall cause copies of all such filings to be made with the County Auditor, Assessor, Clerk to Council, and Treasurer as required by Section 12-44-90 of the Act. Such filings shall be made on or before the due date for filing with the South Carolina Department of Revenue.

Section 4.13. *Payment of Administrative Expenses.* The Sponsor will reimburse the County from time to time for its Administrative Expenses, in an amount not to exceed Five Thousand and 00/100 Dollars (\$5,000.00), promptly upon written request therefor, but in no event later than sixty (60) days after receiving written notice from the County specifying the nature of such expense and requesting the payment of the same.

Section 4.14. *Collection and Enforcement Rights of County.* The parties acknowledge that the County's right to receive all payments hereunder shall, in addition to all other rights and means of enforcement provided for herein, be the same as its rights conferred under Title 12 of the Code relating to the collection and enforcement of *ad valorem* property taxes and, for purposes of this application, all payments due hereunder shall be considered a property tax. **Prior to the due date of the first FILOT Payment**

hereunder, the Sponsor shall provide, subject to County's written approval¹, an irrevocable surety or performance bond or irrevocable letter of credit or a guaranty of payment by a third party to secure the performance of its obligations hereunder, including but not limited to, any payment obligations that may arise pursuant to Sections 4.1(d), 4.1(e), 4.2(c), and 4.19 (the "Payment Security"). The surety or performance bond or irrevocable letter of credit or payment guaranty shall be for the benefit of the County, and the issuer or guarantor, as applicable, as well as the form and substance of such bond, surety, or guaranty must be agreeable to the County, as determined by the County Administrator, provided that consent may not be unreasonably withheld, conditioned, or delayed. Sponsor may exchange at any time the existing Payment Security for another form of Payment Surety (for example, a payment bond for a parent guaranty, or vice versa), subject always to the County's prior written approval of such new form of Payment Security.

Section 4.15. *Assignment and Subletting.* This Fee Agreement may be assigned, in whole or in part and the Project may be subleased as a whole or in part by the Sponsor or Sponsor Affiliate so long as such assignment or sublease is made in compliance with Section 12-44-120 of the Act; provided, however, that in connection with any assignment or total subleasing by the Sponsor or Sponsor Affiliate in which the Sponsor or Sponsor Affiliate requests the release of the Sponsor or Sponsor Affiliate from this Fee Agreement, the consent of the County shall be required, which consent shall not be unreasonably withheld. The County hereby consents to transfers not requiring its consent, and to the extent any required or further consent is requested, the County may do so by passage of a Resolution.

Section 4.16. *County's Estoppel Certificates for Sponsor's Financing Transactions.* The County agrees to deliver, and hereby authorizes the County Administrator to execute and deliver on behalf of the County without further action required on the part of the County Council, all at the expense of the Sponsor or Sponsor Affiliate, any estoppel certificates, acknowledgements or other documents certifying the full force and effect of this Fee Agreement and the absence of any default hereunder and acknowledging the continuing validity of this Fee Agreement after its transfer required in any financing related transfers authorized by Section 12-44-120 of the Act, as may be reasonably requested by the Sponsor, Sponsor Affiliate, or any lender of the Sponsor or Sponsor Affiliate from time to time in connection with any financing arrangement or financing related transfers made by the Sponsor or Sponsor Affiliate as contemplated under Section 12-44-120 of the Act.

Section 4.17. *Sponsor's Continuing Obligations After Termination by Sponsor.* In the event the Sponsor or Sponsor Affiliate, as applicable, terminates this Fee Agreement, the Sponsor and Sponsor Affiliate shall continue to be obligated to the County for its indemnification covenants under Section 4.10, the payment of outstanding Administrative Expenses under Section 4.13, and any outstanding payments in lieu of taxes under Article IV or retroactive payments required under this Fee Agreement or the Act, and all other payments due hereunder.

Section 4.18. *Events of Default.* The following shall be "*Events of Default*" under this Fee Agreement, and the term "*Events of Default*" shall mean, whenever used with reference to this Fee Agreement, any one or more of the following occurrences:

(a) Failure by the Sponsor or Sponsor Affiliate to make, upon levy, the payments in lieu of taxes described in Section 4.2 hereof; provided, however, that the Sponsor or Sponsor Affiliate shall be entitled to all redemption rights granted by applicable statutes; or

¹ The County's written approval shall be as to the form, substance, and amount of the Payment Security; the amount secured shall be determined by County in good faith, based on a reasonable assessment of the obligations secured.

(b) Failure by the Sponsor or Sponsor Affiliate to perform any of the other material terms, conditions, obligations or covenants of the Sponsor or Sponsor Affiliate hereunder which failure shall continue for a period of sixty (60) days after written notice from the County to the Sponsor or Sponsor Affiliate specifying such failure and requesting that it be remedied, unless the County shall agree in writing to an extension of such time prior to its expiration.

Section 4.19. Remedies on Default. Whenever any Event of Default shall have occurred and shall be continuing, the County, after having given written notice to the Sponsor or Sponsor Affiliate of such default and after the expiration of a thirty (30) day cure period the County shall grant to the Sponsor or Sponsor Affiliate (which cure period shall not be applicable in the case of failure to make the payments in lieu of taxes due under this Fee Agreement), may take any one or more of the following remedial actions:

(a) Terminate the Fee Agreement; or

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

(c) In the event of an Event of Default hereunder, if the Sponsor and any applicable Sponsor Affiliate have not caused all solar panels on the Land to be removed within one hundred eighty (180) days, the County and its authorized employees, agents, and third party contractors shall have the right to enter upon the Land and engage in a removal of all remaining solar panels (including appurtenances thereto and effects thereof) from the Land, and charge the costs of such removal to Sponsor and any applicable Sponsor Affiliate.

Section 4.20. Remedies Not Exclusive. No remedy conferred upon or reserved to the County under this Fee Agreement is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other lawful remedy now or hereafter existing. No delay or omission to exercise any right or power accruing upon any continuing default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the County to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as may be herein expressly required and such notice required at law or equity which the Sponsor or Sponsor Affiliate is not competent to waive.

Section 4.21. Decommission Costs. Within six (6) months of the first date upon which the Project produces electricity, Sponsor shall procure and deliver to the County a surety or performance bond or irrevocable letter of credit in the amount of Fifty Thousand and 00/100 Dollars (\$50,000.00) or one hundred and twenty-five percent (125%) of the estimated decommission costs associated with the Project, whichever is greater. The estimated decommissioning costs shall be determined by a mutually agreed upon engineer, licensed to practice in South Carolina.

Section 4.22. Addition of Sponsor Affiliates. Upon request of and at the expense of the Company, the County may approve any future Sponsor Affiliate that qualifies under the Act for the benefits offered under this FILOT Agreement and which agrees to be bound by the provisions hereof to be further evidenced by such future Sponsor Affiliate entering into a Joinder Agreement in the form attached to this FILOT Agreement as **Exhibit B** ("Joinder Agreement"). The County specifically pre-approves the addition as a Sponsor Affiliate to this FILOT Agreement of any landowner who has entered into a lease or purchase

agreement with Blue Ridge Solar, LLC for property that will be part of the Project, and who has executed and delivered to the County a Joinder Agreement as provided by this Section.

ARTICLE V MISCELLANEOUS

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

AS TO THE COUNTY: Oconee County, South Carolina
 Attn: County Administrator
 415 S. Pine St.
 Walhalla, SC 29691

AS TO THE SPONSOR: Asset Management
 Blue Ridge Solar, LLC
 130 Roberts St
 Asheville, NC 28801

WITH COPIES TO: Will Kinney
 Mullikin Law Firm
 1308 Broad St.
 Camden, SC 29020

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

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

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

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

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

Section 5.7. Further Assurance. From time to time the County agrees to execute and deliver to the Sponsor or Sponsor Affiliate, as applicable and at the Sponsor's or Sponsor Affiliate's expense, such additional instruments as the Sponsor or Sponsor Affiliate, as applicable, may reasonably request to effectuate the purposes of this Fee Agreement.

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

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

Section 5.10. Force Majeure. Except for payments in lieu of taxes under this Fee Agreement the due dates of which are statutorily mandated, the Sponsor or Sponsor Affiliate, as applicable, shall not be responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fire, floods, inability to obtain materials, conditions arising from government orders, war or national emergency, or acts of God (each a "*Force Majeure*").

Section 5.11. Execution Disclaimer. Notwithstanding any other provisions, the County is executing this Fee Agreement as a statutory accommodation to assist the Sponsor or Sponsor Affiliate, as applicable, in achieving the intended benefits and purposes of the Act. The County has made no independent legal or factual investigation regarding the particulars of this transaction and it executes this Fee Agreement in reliance upon representations by the Sponsor or Sponsor Affiliate, as applicable, that this document complies with all laws and regulations, particularly those pertinent to industrial development projects in South Carolina.

(Remainder of Page Intentionally Left Blank)

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

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Julian Davis, III
Chairman of County Council
Oconee County, South Carolina

ATTEST:

By: _____
Katie Smith
Clerk of County Council
Oconee County, South Carolina

SPONSOR:

BLUE RIDGE SOLAR, LLC

Signature: _____
Name: _____
Title: _____

DRAFT

Exhibit A

Description of Real Estate

A portion of that certain piece, parcel, or tract of land, with all improvements thereon, situate lying or being in the County of Oconee, State of South Carolina, bearing Tax Map Number _____.
[COMPLETE LEGAL DESCRIPTION]

DRAFT

Exhibit B

JOINDER AGREEMENT

Reference is hereby made to (i) that certain FILOT Agreement dated as of _____, 2020 (the "FILOT Agreement"), between Oconee County, South Carolina (the "County") and Blue Ridge Solar, LLC (the "Company").

1. Joinder to FILOT Agreement.

The undersigned hereby (a) joins as a party to, and agrees to be bound by and subject to all of the terms and conditions of, the FILOT Agreement; (b) acknowledges and agrees that (i) in accordance with the FILOT Agreement, the undersigned has been designated as a Sponsor Affiliate by the Company for purposes of the Project and such designation has been consented to by the County in accordance with the Act (as defined in the FILOT Agreement); (ii) the undersigned qualifies or will qualify as a Sponsor Affiliate under the FILOT Agreement and Sections 12-44-30(19) and (20) and Section 12-44-130 of the Act; (iii) the undersigned shall have all of the rights and obligations of a Sponsor Affiliate as set forth in the FILOT Agreement; and (iv) the undersigned hereby agrees to work in good faith with the County to facilitate the clean-up of the undersigned's property upon the termination of the FILOT Agreement.

2. Capitalized Terms.

All capitalized terms used but not defined in this Joinder Agreement shall have the meanings set forth in the FILOT Agreement.

3. Governing Law.

This Joinder Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, without regard to principles of choice of law.

4. Notice.

Notices under Section 5.1 of the FILOT Agreement shall be sent to:

IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement to be effective as of the date set forth below.

Date

By: _____
Its: _____

IN WITNESS WHEREOF, the Sponsor consents to the addition of the above-named entity as a Sponsor Affiliate under the FILOT Agreement, effective as of the date set forth above.

BLUE RIDGE SOLAR, LLC

By: _____
Its: _____

IN WITNESS WHEREOF, the County consents to the addition of the above-named entity as a Sponsor Affiliate under the FILOT Agreement, effective as of the date set forth above.

OCONEE COUNTY

By: _____
Its: _____

DRAFT

Ordinance 2020-06 – Exhibit B

STATE OF SOUTH CAROLINA)	
)	AGREEMENT FOR THE DEVELOPMENT
COUNTY OF OCONEE)	OF A JOINT-COUNTY INDUSTRIAL
COUNTY OF PICKENS)	AND BUSINESS PARK

THIS AGREEMENT (the “Agreement”) is made and entered into as of this ____ day of _____, 2020, by and between the County of Pickens, State of South Carolina (“*Pickens County*”) and the County of Oconee, State of South Carolina (“*Oconee County*”) for the purpose of establishing and developing a joint-county industrial and business park.

WITNESSETH:

WHEREAS, Pickens County and Oconee County (individually, a “*County*,” and together, the “*Counties*”) are bodies politic and corporate and political subdivisions of the State of South Carolina (the “*State*”) and are each authorized and empowered by the provisions of Section 13 of Article VIII of the South Carolina Constitution and Section 4-1-170 of the South Carolina Code of Laws of 1976, as amended, (the “*Code of Laws*”) to establish and develop a joint-county industrial and business park with one or more other counties within the geographical boundaries of one or more of such counties in order to promote economic development and provide additional employment opportunities within the State; and

WHEREAS, the Counties are contiguous counties which, pursuant to Ordinance No. _____, enacted by Pickens County Council on _____, 2020, and Ordinance No. _____ enacted by Oconee County Council on _____, 2020, have each determined that, consistent with the foregoing purposes, there should be developed in Pickens County and Oconee County a Joint-County Industrial and Business Park (the “*Park*”), to be located upon property more particularly described in Exhibit A (Oconee) and Exhibit B (Pickens) hereto; and

WHEREAS, as a consequence of the establishment of the Park, Section 13 of Article VIII of the South Carolina Constitution provides that all property having a situs within the Park shall be exempt from all *ad valorem* taxation, but that the owners or lessees of any property situated in the Park shall be required to pay an amount equal to the property taxes or other in-lieu-of payments that would have been due and payable except for the exemption provided therein; and

WHEREAS, the Counties have, as required by Section 4-1-170 of the Code of Laws agreed as to the rights and obligations of each with regard to all expenses and management relating to the Park, the manner by which revenue generated by the Park will be allocated, and the manner in which revenue will be distributed to each of the taxing entities located within the Counties.

NOW, THEREFORE, for and in consideration of the premises and mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. Statutory Authority; Binding Effect. This Agreement is entered into under the authority granted to the Counties pursuant to Section 13 of Article VIII of the South Carolina

Constitution and Section 4-1-170. This Agreement shall serve as the written agreement specified in Section 4-1-170 and sets forth the entire agreement between the Counties and is intended to be binding on the Counties, their successors and assigns.

2. Location of the Park.

(a) As of the original execution and delivery of this Agreement, the Park initially consists of property located only in Oconee County, as more particularly described on Exhibit A (Oconee) attached hereto (the "**Property**"), which is now or will be owned and/or operated by a company known to the Counties at this time, and identified at this time, as Project Aztec (the "**Project**"). It is specifically recognized and agreed that the Park may from time to time consist of non-contiguous properties within each County. The boundaries of the Park may be enlarged or diminished from time to time as authorized by resolutions of the county councils of the Counties provided that in so enlarging or diminishing such boundaries, the Park shall consist of the Property as so enlarged or diminished.

(b) In the event that the Counties determine by duly adopted resolutions of their respective county councils to enlarge or diminish the boundaries of the Park, this Agreement shall be deemed to have been amended as of the date and time at which such resolutions are adopted, and there shall be attached hereto a revised Exhibit A (Oconee) or a revised Exhibit B (Pickens) which shall contain a legal description of the boundaries of the Park within Oconee County or Pickens County, as the case may be, as enlarged or diminished, together with a copy of the resolutions of the Oconee County Council and the Pickens County Council pursuant to which such enlargement or diminution was authorized.

3. Fee in Lieu of Taxes. In accordance with Section 13 of Article VIII of the South Carolina Constitution, any and all real and personal property located in the Park whether or not titled in the name of either County shall be exempt from *ad valorem* taxation; provided, however, the owners or lessees of any property situated in the Park shall hereby be required to pay an amount equal to the *ad valorem* property taxes or other in-lieu-of payments that would have been due and payable if the property were not located within the Park, such in-lieu-of payments to be due and payable at the same time as *ad valorem* taxes are due.

4. Allocation of Expenses. Pickens County and Oconee County shall bear expenses incurred in connection with the Park, including, but not limited to, expenses relating to the planning, site preparation, development, construction, infrastructure, operation, maintenance, advertising and promotion of the Park, or the recruitment of industries, in the following proportions:

If the property is located in the portion of the Park within Pickens County:

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

If the property is located in the portion of the Park within Oconee County:

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

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

If the property is located in the portion of the Park within Pickens County:

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

If the property is located in the portion of the Park within Oconee County:

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

With respect to such fees generated from properties located in the Pickens County portion of the Park, that portion of such fees allocated to Oconee County shall thereafter be paid by the Treasurer of Pickens County to the Treasurer of Oconee County within fifteen (15) business days following the end of the calendar quarter of receipt for distribution. With respect to such fees generated from properties located in the Oconee County portion of the Park, that portion of such fees allocated to Pickens County shall thereafter be paid by the Treasurer of Oconee County to the Treasurer of Pickens County within fifteen (15) business days following the end of the calendar quarter of receipt for distribution.

6. Issuance of Bonds. The Counties may issue joint development bonds to fund and/or defray the expenses incurred in the development of the Park and shall have the power to enter jointly into leases and other contracts which are necessary or desirable for the development of the Park.

7. Allocation of Revenue Within Each County.

(a) Any and all revenues derived from the Park other than in respect of payment in-lieu-of *ad valorem* property taxes shall be distributed directly to Pickens County and Oconee County according to the proportions established in Paragraph 5, respectively, and shall and may be expended in any manner deemed appropriate by the County Council of each such County.

(b) Any and all revenues generated by the Park with respect to payments in-lieu-of *ad valorem* property taxes shall be distributed to the Counties according to the proportions

established by Paragraph 5, respectively. All such revenue allocable to a County shall be distributed within that County to the entities which levy taxes or have taxes levied on their behalf in such County (herein respectively referred to as the "*Pickens County Taxing Entities*" and the "*Oconee County Taxing Entities*") in accordance with the one or more ordinances enacted or to be enacted by the County Council of each of the Counties (including the respective ordinances of the Counties which authorized the execution and delivery of this Agreement), and to no others.

8. Fees in Lieu of Ad Valorem Taxes and Special Source Revenue Credits. It is hereby agreed that the entry by Pickens County or Oconee County into any one or more fee in lieu of *ad valorem* tax agreements pursuant to Title 4 or Title 12 of the Code of Laws, or any successor or comparable statutes ("*Negotiated FILOT Agreements*"), or special source revenue credit agreements pursuant to Sections 4-1-170 and 4-1-175 thereof, Section 4-29-68 of the Code of Laws and Article VIII, Section 13 of the South Carolina Constitution, or any successor or comparable statutes or constitutional provisions ("*SSRC Agreements*"), with respect to Park properties located in the portion of the Park within either of the Counties, and the terms of such Negotiated FILOT Agreements and SSRC Agreements, shall be at the sole discretion of the County in which the Park property is located.

9. Assessed Valuation. In accordance with Section 4-1-170 of the Code of Laws, for the purpose of calculating the bonded indebtedness limitation and for the purpose of computing the index of tax paying ability of each County pursuant to Section 59-20-20(3) Code of Laws, allocation of the assessed value of all property located within the Park to each County and to each of the Pickens County Taxing Entities and Oconee County Taxing Entities, respectively, within each County shall be identical to the allocation of revenue distributed to each County in accordance with Paragraphs 5 and 7 above.

10. Applicable Ordinances and Regulations. Any applicable ordinances and regulations of Pickens County including zoning, health and safety, and building code requirements shall apply to the Park properties located in the portion of the Park within Pickens County, unless any such property is within the boundaries of a municipality in which case, the municipality's applicable ordinances and regulations shall apply. Any applicable ordinances and regulations of Oconee County including zoning, health and safety, and building code requirements shall apply to the Park properties located in the portion of the Park within Oconee County, unless any such property is within the boundaries of a municipality in which case, the municipality's applicable ordinances and regulations shall apply.

11. Law Enforcement Jurisdiction. Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park properties located within the portion of the Park in Pickens County is vested with the Sheriff's Department of Pickens County. Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park properties located within the portion of the Park in Oconee County is vested with the Sheriff's Department of Oconee County. If any of the Park properties located in either Pickens County or Oconee County are within the boundaries of a municipality, then jurisdiction to make arrests and exercise law enforcement jurisdiction is vested with the law enforcement officials of the municipality.

12. Governing Law. This Agreement has been entered into in the State of South Carolina and shall be governed by, and construed in accordance with, South Carolina law.

13. Severability. In the event and to the extent (and only to the extent) that any provision of this Agreement, or portion thereof, 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, all of which are hereby deemed severable.

14. Counterpart Execution. This Agreement may be executed in multiple counterparts, each of which shall be considered an "original" and all of which, when taken together, shall constitute one and the same document.

15. Term; Termination. This Agreement shall extend for a term through December 31, 20___, or such later date as shall be specified in any amendment hereto. Notwithstanding the foregoing provisions of this Agreement or any other provision in this Agreement to the contrary, this Agreement shall not expire and may not be terminated to the extent Pickens County or Oconee County has outstanding, contractual commitments, covenants, or agreements to any owner or lessee of Park property, including, but not limited to, the Project, as any agreement containing such commitments or covenants may be amended, modified, or supplemented from time to time, or other incentives requiring inclusion of property of such owner or lessee within the boundaries of a joint county industrial or business park created pursuant to Article VIII, Section 13(D) of the South Carolina Constitution and Title 4, Chapter 1 of the Code, unless the county in which such property is located shall first obtain (i) the consent in writing of such owner or lessee and (ii) include the property of such owner or lessee as part of another joint county industrial or business park created pursuant Article VIII, Section 13(D) of the South Carolina Constitution and Title 4, Chapter 1 of the Code, which inclusion is effective as of the termination of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Oconee County and Pickens County have caused this Agreement to be duly executed by their duly authorized officials as of the day and year first above written.

PICKENS COUNTY, SOUTH CAROLINA

By: _____
Roy Costner, Chairman of County Council
Pickens County, South Carolina

(SEAL)

ATTEST:

By: _____
Meagan Bradford, Clerk to Council
Pickens County, South Carolina

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Julian Davis III, Chairman of County
Council
Oconee County, South Carolina

(SEAL)

ATTEST:

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

EXHIBIT A (OCONEE)

Oconee County Park Properties

Real property described as having tax parcel numbers 332-00-01-009 and 332-00-01-024

EXHIBIT B (PICKENS)

Pickens County Park Properties

None

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (this “**Agreement**”) is entered into and made effective as of the date this Agreement has been fully executed by the Parties as reflected on the signature page (the “**Effective Date**”), by and between **Oconee County**, a political subdivision of the State of South Carolina (the “**Seller**”) and Silver Creek Intermediate, LLC, a Delaware limited liability company or its affiliate, Blue Ridge Solar, LLC, a South Carolina limited liability company (collectively, the “**Buyer**”).

Seller and Buyer may be individually referred to as a “**Party**” and collectively referred to as the “**Parties**.”

WITNESSETH:

WHEREAS, Seller is, or will be as of Closing, the owner of that certain tract of land containing approximately three hundred and twenty-two (322) acres (subject to a Survey of the property) located at 1220 Highway 59, Fair Play, in Oconee County, South Carolina (the “**State**”), being all or a portion of the property having a parcel number of 332-00-01-009 and being shown on the sketch site plan attached hereto as Exhibit A and incorporated herein by reference (the “**Land**”), together with: (i) all improvements and fixtures located on the Land, including all buildings and other structures on the Land, all parking lots, walkways and other paved areas on the Land, any and all exterior shrubs, trees, plants and landscaping on the Land, as further defined in Paragraph 1 herein (collectively, the “**Improvements**”), excepted from the Improvements to be conveyed are those improvements constituting a portion of that certain sewer system, commonly referred to as the “Sewer South System,” including a pump station and associated sewer transmission lines, structures, pipes, valves, fittings, wires, fixtures, apparatuses, appliances, and any other appurtenances thereto located on the Land, as shown on Exhibit B, attached hereto, including all easement rights related thereto; (ii) all oil, gas, water, mineral rights and water rights, whether or not appurtenant thereto, ownership of which affects the Property; (iii) all easements, rights of way, hereditaments and any and all other rights appurtenant thereto, as further defined in Paragraph 1 herein; and (iv) all general intangibles, contract rights, agreements, entitlements, permits, licenses, warranties, guaranties, indemnities, claims, appurtenances, plans, specifications, certificates of occupancy and all similar rights related to the Land. The Land and Improvements, and such other property and rights described above are hereinafter collectively referred to as the “**Property**”; and

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

NOW THEREFORE, the Parties hereby agree as follows:

1. **Sale of the Property**. Seller agrees to bargain, sell, grant, convey and deliver the Property to Buyer, and Buyer agrees to purchase and accept the Property from Seller, for the price and on the terms and conditions set forth herein. It is intended that the Property include all assets and property rights of Seller of every description associated with the Land, Improvements and other property rights referred to above and within this Paragraph 1, all of which are included within the meaning of “**Property**” as that term is used herein.

2. **Price and Payment, Closing, Conditions Precedent, Buyer's Assignment.**

2.1. **Purchase Price.** The total purchase price for the Property is **Six Thousand, Seven Hundred and Twenty, and 00/100 Dollars (\$6,720.00) per acre** or approximately **Two Million, One Hundred and Sixty-Three Thousand, Eight Hundred and Forty, and 00/100 Dollars (\$2,163,840)** in total, payable by Buyer to Seller at the Closing (as hereinafter defined), subject to adjustment as provided below in this Paragraph 2.1, and further subject to the prorations and other credits provided for in this Agreement.

Notwithstanding the foregoing, the Parties acknowledge that the final purchase price shall be set by multiplying the price per acre above by the actual acreage of the Property set forth in the Survey of the Property that Buyer will obtain pursuant to Paragraph 2.4.2 below, which shall be the final agreed upon acreage of the Property (the "**Purchase Price**"). Payment of the Purchase Price shall be by wire transfer, certified or bank cashier's check, attorney's trust account check or other mutually acceptable transfer of immediately available funds into escrow with the Title Company prior to the Closing Date (as defined herein).

2.2. **Earnest Money.** Buyer will deposit earnest money in an amount equal to **Two Hundred Thousand and 00/100 Dollars (\$200,000.00)** (the "**Earnest Money**") into escrow with the Title Company, as hereinafter defined, within fifteen (15) days of the Effective Date. The Earnest Money deposit required by this Section 2.2 may take the form of (i) immediately available funds or (ii) a payment bond, in a form acceptable to, and issued in favor of, Seller, which bond may be drawn down should Seller be entitled to the Earnest Money deposit hereunder or upon Closing (as defined herein). All interest earned on the Earnest Money deposit (if any) shall constitute part of the Earnest Money deposit and shall be payable to the party entitled to receive it under this Agreement. If Closing shall occur, the Earnest Money deposit shall be credited to the Purchase Price.

2.3. **Closing.** The consummation of the transactions contemplated by this Agreement with respect to the Property (the "**Closing**") shall take place on or before the date that is thirty (30) days after the Inspection Period defined in Paragraph 2.4.1(a), below (the "**Closing Date**"), in the offices of Buyer's title insurance company (the "**Title Company**"), or such other place as is mutually agreeable to Buyer and Seller. **TIME IS OF THE ESSENCE FOR THE DATE OF THE CLOSING.** If Buyer desires to close before such latest closing date, Buyer and Seller hereby agree to close on such earlier date specified by Buyer provided that Buyer shall so notify Seller in writing at least five (5) days prior to the earlier closing date specified by Buyer. Upon Closing, Title Company shall cause the recordation in the official records of Oconee County the Deed (as defined herein) and the Easement Agreement (as defined herein), in that order, and upon such successful recording and the issuance of the Title Policy (as defined herein) to Buyer, release the Purchase Price to the Seller. Upon the full execution of this Agreement, Buyer shall promptly deposit a fully executed copy (or executed counterparts) of this Agreement with Title Company. This instrument shall serve as the instructions to Title Company for the consummation of the transaction contemplated hereby. Seller and Buyer agree to execute such additional and supplementary escrow instructions as may be appropriate to enable Title Company to comply with the terms of this Agreement; provided, however, that in the event of any conflict or inconsistency between the terms and provisions of this Agreement and the terms and provisions of any such additional or supplementary escrow instructions, the terms and provisions of this Agreement shall control, notwithstanding that any such additional or supplemental escrow instructions constitute a later signed writing between the Parties.

2.4. Due Diligence; Title and Survey; Environmental Audit.

2.4.1. Due Diligence.

(a) Buyer shall have one hundred and eighty (180) days following the Effective Date (“**Inspection Period**”) to investigate the Property and all matters deemed relevant by the Buyer to its acquisition, ownership and development of a solar photovoltaic power generating facility and the real property improvements, related technology and infrastructure deemed necessary or convenient by Buyer thereto (collectively, the “**Solar Facility**”) on the Property. During the Inspection Period, Buyer shall have the right to determine whether the Buyer’s proposed purchase and use of the Property for the development of the Solar Facility is economically and otherwise feasible. During such time, Buyer shall also be entitled to: (i) examine title to and the survey of the Property, (ii) conduct such other testing of the Property as Buyer shall deem reasonably necessary, including without limitation, one or more environmental audits and core sampling of Land soil, and (iii) physically inspect and review the Property, which investigation shall be of such scope as Buyer shall determine reasonably necessary. Buyer shall have the option, in its sole discretion, to extend the Inspection Period for up to ninety (90) additional days. If Buyer elects to extend the Inspection Period, Buyer shall deposit an additional Fifty Thousand and 00/100 dollars (\$50,000.00) into escrow, or increase its payment bond by Fifty Thousand and 00/100 dollars (\$50,000.00), which amount shall be treated as Earnest Money.

(b) Buyer shall conduct all such inspections, surveying, and other testing of the Property in a good and workmanlike manner. Buyer shall, at Buyer’s expense, promptly repair any damage to the Property directly caused by Buyer’s or Buyer’s contractor’s entry and on-site inspections, excepting normal wear and tear. Buyer shall indemnify Seller for any damages, claims or liabilities incurred by Seller due to the conduct of Buyer or Buyer’s agents, employees or contractors during the performance of such due diligence activities.

(c) Seller shall in good faith cooperate with Buyer in facilitating Buyer’s investigation of the Property. Seller shall provide Buyer and its agents, employees or consultants with reasonable access to the Property at any time upon at least twenty-four (24) hours’ advanced notice to Seller to inspect each and every part thereof and allow Buyer and its agents or consultants to contact all parties which currently contract with Seller with respect to the Property. Seller shall facilitate reasonable access to any existing documents related to due diligence from previous interested parties.

In addition, to the extent permitted by law, including the terms of contracts with third parties, Seller shall deliver or make available to Buyer as soon as is practicable and not later than thirty (30) days after the Effective Date with respect to the Property all of the following (the “**Due Diligence Items**”):

(i) copies of reports and other due diligence items developed and obtained by Seller in connection with the certification of the Property as part of an industrial park;

(ii) all “Phase I” and other environmental assessment reports for the Property in Seller’s possession (or in the possession of Seller’s attorney, environmental consultant or other agent);

(iii) copies of the following: any leases encumbering the Property; any and all contracts or other documents in Seller’s possession relating to the Property; any construction and development contracts; certificates of occupancy and/or compliance; third-party inspection reports; plans and specifications for the Improvements; and

(iv) a copy of Seller's most recent survey, title insurance policy, title exception documents and attorney's title opinion (if applicable) relating to the Property.

(d) Buyer is authorized on and after the Effective Date to undertake direct discussions and/or negotiations with any governmental entity or other agency, body or organization that has jurisdiction over the Property (including, without limitation, any city, county, state, or federal agency) (collectively, the "Agencies") in regards to the Property and Buyer's intended development thereof of a Solar Facility. Seller agrees to reasonably cooperate with Buyer in such discussions and/or negotiations and if required by the Agencies, will execute any written authorizations, applications and other documents which are consistent with the previous sentence of this Paragraph 2.4.1(d) requested by the Agencies. It is understood by the Parties, however, that nothing in this paragraph, or this Agreement as a whole, establishes an agency, partnership, or other similar relationship between the Parties.

(e) Buyer shall have the right to obtain a commitment for an owner's policy of title insurance for the Property prior to the expiration of the one hundred sixtieth (160th) day of the Inspection Period and shall promptly deliver a copy of the same to Seller (the "Title Commitment"), together with written notice to Seller of its acceptance of, or any objections which Buyer may have to any matters of title disclosed thereby. Seller shall have a period of fifteen (15) days following receipt of Buyer's title objection notice within which to notify Buyer in writing that Seller shall either: (a) cause such objectionable matters to be satisfied and removed at or prior to the Closing; or (b) decline or refuse to cure the objectionable matters. If Seller fails or refuses to undertake to cure any such objectionable matter within said fifteen (15) day period, then Buyer shall elect to either: (1) terminate this Agreement by giving written notice of such election to Seller, whereupon Buyer shall be entitled to a prompt refund of the Earnest Money, Buyer shall return to Seller all documents and reports furnished to Buyer by Seller and all copies thereof made by Buyer (if any), and Buyer shall additionally provide to Seller copies of all studies or reports obtained by Buyer pertaining to the Property during the course of its investigations and inspections and the Parties shall have no further obligations to each other (except for those obligations which expressly survive the termination of this Agreement); or (2) waive the objections to title and/or survey and proceed with the Closing, in which case such objectionable matters shall be deemed to constitute "Permitted Exceptions." Buyer shall notify Seller of its election pursuant to the immediately preceding sentence within five (5) days after the earlier to occur of the following two events: (A) the receipt by Buyer of Seller's written notice that Seller declines or refuses to satisfy the objectionable matters (or any of them); or (B) the passage of the fifteen (15) day period during which Seller is permitted to respond with regard to objections. Notwithstanding anything to the contrary in this paragraph, Seller shall be required to cure or commit in writing to cure within the fifteen (15) day period set forth above (i) all existing Monetary Liens (as defined in Paragraph 2.4.3(b)) and (ii) any and all encumbrances not permitted herein and created by Seller after the Effective Date, at Seller's sole cost and expense. Seller's failure to cure such defects shall be a default by Seller hereunder. The Parties agree that the so-called "pre-printed" exceptions set forth on Schedule B-2 of the Title Commitment shall not constitute Permitted Exceptions hereunder.

(f) Buyer's obligations under this Agreement are subject to its satisfaction with, before the expiration of the Inspection Period, the Property. If Buyer is dissatisfied with the Property for any reason or no reason whatsoever, then Buyer shall have the right to terminate this Agreement upon written notice to Seller delivered at any time on or prior to the last day of the Inspection Period, in which event the Earnest Money shall be returned to Buyer, this Agreement shall terminate, and the Parties shall have no further liability hereunder (except with respect to those obligations hereunder which survive the termination of this Agreement). A termination under this Section 2.4.1(f) shall be a Permitted Termination (as defined herein).

2.4.2. Survey. Buyer may obtain a survey (the "Survey") of the Land to be prepared by a surveyor registered and licensed in the State which shall show such items, including without limitation, the Improvements, and otherwise be in such detail as Buyer shall determine. Buyer shall provide Seller with a

copy of the Survey promptly following Buyer's receipt of such. If the Land is not shown as a separate lot on an accurate, governmentally approved subdivision plat of the Land of public record (a "Plat"), the Survey shall be used for the description of the Land set forth in the deed of conveyance and in all other documents related to this transaction which require a legal description. Seller shall be given an opportunity to object to the Survey, and any particulars contained therein, including the total acreage determined thereby, and require reasonable clarification or correction before acceptance and use for purposes of this Agreement, the deed of conveyance, and all other documents related to this transaction which require a legal description.

2.4.3. Title to the Property.

(a) At Closing, Seller shall deliver to Buyer the Deed (as defined in Paragraph 2.5.1), conveying to Buyer good, indefeasible, fee simple, marketable and insurable title to the Property, said title to be insurable both as to fee and marketability at regular rates by the Title Company, subject only to the Permitted Exceptions as set forth in Section 2.4.1(e). The ALTA Owner's Policy of Title Insurance ("Title Policy") to be issued at Closing in connection with conveyance of the Property shall (i) provide full coverage against mechanics' or materialmen's liens and have full survey coverage; (ii) not take exception for parties in possession other than Buyer; (iii) not take exception for any taxes or liens other than future taxes which are not yet due and payable as of the Closing date; (iv) not take exception for any "gap" closing, and (v) shall contain such other special endorsements as Buyer or its lender may reasonably require. Seller shall deliver such affidavits and other documentation as may be reasonably necessary to ensure that the Title Company can issue title insurance policies providing the coverages described in (i) through (v) in the previous sentence.

(b) Notwithstanding anything to the contrary contained in this Agreement, Seller agrees to fully pay, satisfy and release at closing any and all liens of an ascertainable monetary amount, including, without limitation, mortgages, deeds of trust and other instruments securing financings, mechanic's liens, judgement liens and liens for delinquent taxes (collectively, "Monetary Liens"), but specifically excluding any liens resulting from the actions or omissions of Buyer or Buyer's agents, employees or contractors.

(c) If Buyer has not commenced construction of the Solar Facility by that date which is three (3) years following the Closing Date, Seller shall have the right, at its sole option, to reacquire title to the Property (the "Reversion Option") in accordance with the terms set forth in this Section 2.4.3(c). The Reversion Option shall be void and of no further force or effect immediately upon delivery of written notice to Seller on or before the third (3rd) anniversary of the Closing Date that Buyer (or an affiliate or related person, including any successor to Buyer's interest in the Property) has commenced construction of the Solar Facility. Seller may exercise its Reversion Option by providing written notice to Buyer of such exercise after the third (3rd) anniversary of the Closing Date; provided that such notice must be provided on or before the sixtieth (60th) day after the third (3rd) anniversary of the Closing Date or the Reversion Option shall be void and of no further force or effect. Buyer shall have ninety (90) days from its receipt of the Reversion Option exercise notice to vacate the Property. On the ninetieth (90th) day following such receipt, Buyer shall deliver to Seller a quitclaim deed transferring ownership of the Property to Seller in exchange for Seller's delivery to Buyer in immediately available funds of an amount equal to the Purchase Price.

2.4.4. Sewer South System Easement. Seller and Buyer shall negotiate in good faith between the Effective Date and Closing Date on a form of non-exclusive easement agreement granting to Seller and its assigns after Closing access to, and the right to operate and maintain, the improvements constituting the Sewer System South. Such easement shall be in recordable form, and shall provide for coordination between Seller and Buyer of their respective activities on the Land after the Closing Date such that maintenance and operation of the Sewer System South does not interfere with or cause damage to the Solar

Facility or Buyer's installation, construction, operation or maintenance thereof (the "Easement Agreement").

2.5. Closing.

2.5.1. Deliveries at Closing. At the Closing, Seller shall deliver to Buyer, duly executed, and as required for recording in the official records of Oconee County, acknowledged by Seller:

(a) A limited warranty deed (the "Deed") in substantially the form attached hereto as Exhibit C conveying fee simple title to such of the Property as constitutes real property and is capable of being transferred by deed, free and clear of any lien, encumbrance, or exception other than the Permitted Exceptions;

(b) A bill of sale with usual warranties conveying good title to the Property, if applicable;

(c) A non-foreign status affidavit executed by Seller, if applicable;

(d) Evidence reasonably satisfactory to Buyer and Title Company of the authority of Seller or anyone executing documents on behalf of Seller to consummate the transactions contemplated herein;

(e) A closing statement setting forth the prorations and adjustments required by this Agreement or otherwise agreed to by Buyer and Seller;

(f) A certificate stating that Seller's representations and warranties set forth in Paragraph 3 are true and correct to the best of Seller's knowledge and belief as of the date of Closing;

(g) A certificate containing the information necessary to complete a 1099-S Form, if applicable;

(h) Appropriate lien waivers or other appropriate release or discharge documentation (certified to Buyer and to the Title Company), executed and acknowledged by the appropriate party, as is necessary for Buyer to obtain a title insurance policy insuring the Property without exception (either as a pre-printed exception or for a matter showing on title) for Monetary Liens against the Property;

(i) An affidavit in form reasonably acceptable to the Title Company allowing the title company to remove from Buyer's owner's policy of title insurance to be obtained at Closing any exception for parties in possession of the Property, unrecorded matters, mechanic's or materialman's liens or any exceptions arising from a "gap" closing;

(j) A general assignment agreement assigning to Buyer any intangible property, including, without limitation, zoning approvals, permits, or other development rights with respect to the Property, if applicable;

(k) The Easement Agreement; and

(l) Any other documents reasonably required or customary for closings of the sale of commercial real estate in the State.

2.5.2. Buyer's Deliveries at Closing. At the Closing, Buyer shall deliver to Seller (i) the Easement Agreement, duly executed and acknowledged by Buyer, (ii) the Purchase Price, less credits and

prorations provided for in this Agreement, and (iii) a closing statement duly executed by Buyer, setting forth the prorations and adjustments required by this Agreement or otherwise agreed to by Buyer and Seller.

2.6. Closing Expenses and Costs.

2.6.1. Seller's Costs. Seller shall pay the following:

- (a) Cost of preparation of the Deed;
- (b) The Easement Agreement recording fee; and
- (c) Its proportionate share of the expenses to be prorated as set forth in this Agreement.

2.6.2. Buyer's Costs. Buyer shall pay the following:

- (a) The Deed recording fee;
- (b) The costs of obtaining the survey, title insurance commitment and Title Policy and environmental audit and other due diligence reports;
- (c) Its proportionate share of the expenses to be prorated as set forth in this Agreement;
- (d) All documentary transfer taxes or other fees levied by state or local authorities on the Deed or in connection with the Closing and transfer of title; and
- (e) All deferred or rollback taxes that: (i) are currently due; (ii) will become due as a result of the conveyance of the Property to Buyer; or (iii) will become due upon the change in the use of the Property from its current use to the Buyer's Intended Use.

2.6.3. Other Expenses. Except as otherwise provided herein, each Party hereto agrees to bear its own expenses, including but not limited to, travel, attorneys' and advisors' fees.

2.7. Conditions Precedent to Buyer's Obligation. Buyer's obligation to perform under this Agreement and proceed to Closing is subject to and contingent upon the satisfaction of the following conditions, which shall be determined on or before the expiration of the Inspection Period (excluding the condition contained in section 2.7(c) below). Unless specifically stated otherwise, conditions to obligations hereunder are for the benefit of Buyer and may be waived in writing by Buyer. Buyer hereby agrees to use commercially reasonable efforts to satisfy each of the following conditions; provided, however, if Buyer determines prior to the expiration of the Inspection Period that any of the following conditions cannot be satisfied, then Buyer shall have the right to terminate this Agreement by delivery of written notice to Seller. Should Buyer not deliver written notice of termination on or before the expiration of the Inspection Period, Buyer shall waive any and all conditions precedent as set forth in this section 2.7.

(a) **Buyer's Diligence Satisfaction.** Buyer shall have completed due diligence of the Property which is satisfactory to Buyer;

(b) **Power Purchase Agreement / Interconnection Agreement.** Buyer shall have entered into a power purchase agreement in a form satisfactory to Buyer for the Solar Facility to be located on the Property (including the receipt of economically feasible interconnection study results and an executed Interconnection Agreement reflecting the same with respect to the Solar Facility to be located on the

Property). Buyer shall use commercially reasonable efforts to obtain and maintain such power purchase agreement, interconnection study results and Interconnection Agreement;

(c) Prior to Closing, Seller shall have received a deed from the Oconee Alliance, Inc., the economic development wing of Seller, for 22.631 acres that is a portion of TMS # 332-00-01-009, the recording of which will result in Seller's ownership in fee of the entire Property; and

(d) The Parties shall have agreed on a mutually acceptable form of Easement Agreement.

2.8. Buyer's Right of Assignment. Buyer shall not assign its right, title and interest under this Agreement without Seller's prior written consent, which consent will not be unreasonably withheld or delayed; provided, however, that Buyer's assignment of its right, title or interest under this Agreement to an affiliate, subsidiary, or a qualified intermediary in connection with the effectuation of a tax free exchange, shall not require the consent of Seller so long as Seller is provided with advanced written notice of such assignment. Provided that such assignee assumes all of Buyer's rights, obligations and liabilities under this Agreement, Buyer shall be released and relieved of any duties, obligations or liabilities arising after the date of such assignment.

3. Representations and Warranties of Seller. Seller hereby makes the following representations and warranties to Buyer, all of which shall be true and correct to the best of Seller's knowledge and belief as of the Effective Date and as of the date of Closing:

3.1. No Interest in Property. To the best of Seller's knowledge and belief, Seller has not granted to any person or entity other than Buyer, nor does any person or entity other than Buyer and Seller have, any right, title or interest in or to the Property or any portion thereof. Seller has not entered into any leases, service contracts or rental agreements with respect to any of the Property except as disclosed in writing to Buyer.

3.2. Suits, Actions, Etc. To the best of Seller's knowledge and belief, there are no suits, actions or arbitrations, or legal, administrative, or other proceedings or governmental investigations, pending or threatened, which relate to the Property or to its prior operation, which affect the Property, which would limit Buyer's, its successors' or assigns' use and enjoyment of the Property, which would be binding upon Buyer or its successors or assigns or which would limit or restrict Seller's right or ability to enter into this Agreement and consummate the transactions described herein.

3.3. No Conflict. This Agreement has been duly and properly executed on behalf of Seller, and, to the best of Seller's knowledge and belief, neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will result in a default (or an event that, with notice or the passage of time or both, would constitute a default) under, a violation or breach of, a conflict with, a right of termination of, or an acceleration of indebtedness under or performance required by, any note, indenture, license, lease, franchise, mortgage, deed of trust or other instrument or agreement to which Seller is a party or by which Seller or Seller's property, including without limitation any of the Property, is bound.

3.4. Bankruptcy. Seller has not made a general assignment for the benefit of creditors, filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition by Seller's creditors, suffered the appointment of a receiver to take possession of any of Seller's assets, suffered the attachment or other judicial seizure of any of Seller's assets, admitted in writing its inability to pay its debts as they come due or made an offer of settlement, extension or composition to its creditors generally.

3.5. **Seller Authorization.** Seller has full power and authority to execute and deliver this Agreement. Upon obtaining all necessary approvals of County Council under State law, Seller may consummate the transaction contemplated hereby. Seller's performance of this Agreement has been duly authorized by all requisite action on the part of Seller.

3.6. **Accuracy of Representations and Warranties.** Seller will not cause or permit any action to be taken which would cause any of Seller's representations or warranties to be materially untrue as of the Closing. Seller agrees to promptly notify Buyer in writing of any event or condition which occurs prior to Closing hereunder, which causes a change in the facts related to, or the truth of any of Seller's representations.

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

4. **Representations and Warranties of Buyer.** Buyer hereby makes the following representations and warranties to Seller, all of which shall be true and correct as of the Effective Date and as of the date of the Closing:

4.1. **Buyer Authorizations.** Buyer is a limited liability company, duly organized and validly existing in the State of its organization or incorporation. Buyer has full power and authority to execute and deliver this Agreement and the documents contemplated hereby and to consummate the transaction contemplated hereby. Buyer's performance of this Agreement and the transaction contemplated hereby have been duly authorized by all requisite action on the part of Buyer and the individuals executing this Agreement and the documents contemplated hereby on behalf of Buyer have full power and authority to legally bind Buyer.

4.2. **No Conflict.** This Agreement has been duly and properly executed on behalf of Buyer, and neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will result in a default (or an event that, with notice or the passage of time or both, would constitute a default) under, a violation or breach of, a conflict with, a right of termination of, or an acceleration of indebtedness under or performance required by, any note, indenture, license, lease, franchise, mortgage, deed of trust or other instrument or agreement to which Buyer is a party or by which Buyer is bound.

5. **Covenants and Interim Responsibilities of Seller.** Seller agrees that during the period between the Effective Date and the date of Closing:

(a) Seller will manage or cause to be managed the Property under policies and procedures substantially similar to those existing immediately prior to the date hereof;

(b) To the extent permitted by law, Seller shall promptly (i) deliver to Buyer copies of all written notices of violations of law, or municipal ordinances, orders, designations or requirements whatsoever noted in or issued by any federal, state, municipal or other governmental department, agency or bureau or any other governmental authority having jurisdiction over the Property and promptly notify Buyer of all judgments, claims and litigation affecting Seller or any part of the Property, and (ii) notify Buyer of the institution of any litigation, arbitration, administrative hearing before any court or governmental agency concerning or affecting the Property and of any such proceedings which are to Seller's knowledge threatened after the date hereof;

(c) Seller shall not further encumber the Property or any part thereof, or convey, lease or transfer any interest therein (or permit the encumbrance, conveyance, lease or transfer thereof) without Buyer's prior written consent, which consent will not be unreasonably withheld, conditioned or delayed; and

(d) Seller shall not execute or make any agreement or other arrangement which may bind or obligate the Property (or any real property interest affected by the Property), Buyer or Buyer's successors and assigns without Buyer's prior written consent, which consent will not be unreasonably withheld, conditioned or delayed; and

6. **Brokerage Commissions.** Buyer represents and warrants to Seller that Buyer has not engaged any broker or brokerage company in connection with the Buyer's proposed purchase of the Property. Seller represents and warrants to Buyer that Seller has not engaged any broker or brokerage company in connection with the Buyer's proposed purchase of the Property. Buyer shall pay any commissions due to Buyer's agent if any, and Seller shall pay any commissions due to Seller's agent if any. In the event of any claims for brokers', agents' or finders' fees or commissions by any person or entity against Buyer in connection with the negotiation, execution or consummation of this Agreement, Buyer shall indemnify, hold harmless and defend Seller from and against such claim, including without limitation reasonable attorneys' fees and costs.

7. **Prorations.** Ad valorem taxes (if any), utility charges and other income and expenses relating to the Property shall be prorated as of the date of Closing in the manner customary under the laws of the State, based upon actual days involved. To the extent that the actual amounts of such charges, expenses, and income referred to in this paragraph are unavailable at the date of Closing, the closing statement(s) shall be based upon estimated amounts, and a readjustment of these items shall be made upon the request by either Party to this Agreement within thirty (30) days after the date of Closing (or such longer time if reasonably necessary to determine the actual amounts).

8. **Possession.** Seller shall deliver full possession of the Property to Buyer at Closing, subject only to the Permitted Exceptions.

9. **Risk of Loss.** All risk of loss with respect to the Property shall remain with Seller until the Closing occurs. Seller agrees to give Buyer prompt notice of any fire or other casualty affecting the Property between the date hereof and the date of Closing. If, prior to the date of Closing, there shall occur damage to the Property caused by fire or other casualty, then Buyer may at its option terminate this Agreement by notice to Seller within twenty (20) business days after Buyer has received the notice referred to above or at the Closing, whichever is earlier, and such termination shall be deemed a Permitted Termination under this Agreement. If Buyer does not elect to terminate this Agreement, then the Closing

shall take place as provided herein, Seller shall assign to Buyer all rights to insurance proceeds and claims available as a result of such destruction or damage, Seller shall pay to Buyer at Closing the applicable deductible amount under Seller's insurance policies, and Buyer shall purchase the Property subject to such destruction or damage.

10. Condemnation. In the event that condemnation or eminent domain proceedings affecting all or any part of the Property are threatened or initiated prior to the date of Closing, Seller shall promptly provide notice of the same to Buyer. Buyer may, at its option, (a) terminate this Agreement by notifying Seller in writing within twenty (20) business days after Buyer first is advised of such proceedings, and such termination shall be deemed a Permitted Termination under this Agreement; or (b) elect to consummate the transaction provided for herein, in which event Seller shall, at the Closing, assign to Buyer all of its right, title and interest in and to any award or other benefits made or to be made in connection with such condemnation or eminent domain proceeding. In the event Buyer elects to consummate the transactions provided for herein, Buyer shall be entitled to participate with Seller in all negotiations and dealings with the condemning authority in respect of such matter; provided, however, that Buyer shall have the right to finally approve any agreement with the condemning authority.

11. Termination, Default and Remedies.

11.1. Permitted Termination. If this Agreement is terminated by Buyer pursuant to a right given it to do so hereunder (herein referred to as a "**Permitted Termination**"), this Agreement shall thereafter be null and void.

11.2. Default by Seller.

(a) Seller shall be in default hereunder if any of Seller's warranties or representations set forth herein are untrue or inaccurate in any material respect when made or at the Closing; or if Seller shall fail or refuse to meet, comply with or perform any covenant, agreement, or obligation within the time limits and in the manner required in this Agreement.

(b) In the event of a default by Seller hereunder for any reason other than a default by Buyer hereunder and Seller shall not have cured such default within seven (7) days after notice of such default from Buyer, Buyer may, at Buyer's sole option, do any of the following:

(i) terminate this Agreement by written notice delivered to Seller at or prior to the Closing and upon receipt of such notice, this Agreement shall terminate and thereafter become null and void;

(ii) enforce specific performance of this Agreement against Seller; or

(iii) be entitled to thereafter exercise any and all rights and remedies available to Buyer at law and in equity.

11.3. Default by Buyer.

(a) Buyer shall be in default hereunder if any of Buyer's warranties or representations set forth herein are untrue or inaccurate in any material respect when made or at the Closing; or if Buyer shall fail or refuse to meet, comply with or perform any covenant, agreement, or obligation within the time limits and in the manner required in this Agreement.

(b) In the event of a default by Buyer hereunder for any reason other than a default by Seller hereunder and Buyer shall not have cured such default within seven (7) days after notice of such default from Seller, Seller may, at Seller's sole option, do any of the following:

(i) terminate this Agreement by written notice delivered to Buyer at or prior to the Closing and upon receipt of such notice, this Agreement shall terminate and thereafter become null and void; or

(ii) be entitled to thereafter exercise any and all rights and remedies available to Seller at law and in equity, **excepting specific performance.**

12. Miscellaneous.

12.1. Notices. All notices, demands, requests, consents, approvals or other communications (the "**Notices**") required or permitted to be given by this Agreement shall be in writing and shall be either personally delivered, or sent via fax or email, or by Federal Express or other regularly scheduled overnight courier or sent by United States mail, registered or certified with return receipt requested, properly addressed and with the full postage prepaid. Said Notices shall be deemed received and effective as of the time and date on which such Notice is postmarked (or, in the case of fax or email, as of the time and date transmitted and confirmed by the sender's fax machine or email server). A copy of all Notices delivered pursuant to this Agreement shall simultaneously be sent to the Title Company.

Said Notices shall be sent to the Parties hereto at the following addresses, unless otherwise notified in writing:

To Seller: Oconee County, South Carolina
415 South Pine Street
Walhalla SC 29691
Attn: County Administrator

To Buyer: Pine Gate Real Estate, LLC
1111 Hawthorne Lane, Suite 201
Charlotte, NC 28205
Attention: Legal Department

To Title Company:

12.3. Entire Agreement; Amendment. This Agreement, together with all exhibits hereto and documents referred to herein, if any, constitutes the entire understanding among the Parties hereto, and supersedes any and all prior agreements, arrangements and understandings among the Parties hereto. This Agreement may not be amended, modified, changed or supplemented, nor may any obligations hereunder be waived, except by a writing signed by both Parties or as otherwise permitted herein.

12.4. Choice of Law; Jurisdiction; Venue; Waiver of Trial by Jury.

(a) This Agreement and each and every related document is to be governed by, and construed in accordance with, the laws of the State of South Carolina.

(b) The Parties hereby agree that the courts of the State of South Carolina shall have sole and exclusive jurisdiction over any matter arising from the interpretation, purpose, effect, or operation of this Agreement, regardless of the residence or location, now or in the future, of any Party hereto.

(c) The Parties consent to venue in Oconee County, South Carolina, and waive any rights they may have to assert jurisdiction or venue in any other court, administrative forum, or other adjudicative body.

(d) The Parties, and their successors and assigns, hereby expressly waive their respective rights to a jury trial for any and all claims or causes of action based upon or arising out of this Agreement or any document referenced in or made part of this Agreement. The scope, directly or indirectly, of this waiver is intended to be all encompassing for any and all disputes that may occur between the Parties hereto. The Parties warrant and represent that each has reviewed this waiver with their respective legal counsel and that each voluntarily waives their respective right to a jury trial. This waiver is irrevocable and may only be modified by a written instrument executed by the Parties hereto.

12.5. Successors. Except as otherwise provided herein, the provisions and covenants contained herein shall inure to and be binding upon the heirs, representatives, successors and permitted assigns of the Parties hereto.

12.6. Waiver. No claim of waiver, consent, or acquiescence with respect to any provision of this Agreement shall be made against any Party hereto except on the basis of a written instrument executed by or on behalf of such Party.

12.7. Further Actions. Buyer and Seller agree to execute such additional documents, and take such further actions, as may reasonably be required to carry out the provisions and intent of this Agreement, and every agreement or document relating hereto, or entered into in connection herewith.

12.8. Method of Execution; Counterparts. Seller and Buyer may deliver executed signature pages to this Agreement by facsimile transmission or PDF via email to the other Party, which facsimile or PDF copy shall be deemed to be an original executed signature page. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute but one and the same instrument.

12.9. Survival. The representations, warranties and agreements set forth in this Agreement shall survive the Closing, and shall not be merged into the Deed or instruments of conveyance or any of the other documents or instruments executed or delivered at or after the time of Closing pursuant to or by any reason of this Agreement.

12.10. Rule of Construction. Seller and Buyer have experience with the subject matter of this Agreement, have been represented by counsel and have each fully participated in the negotiation and drafting of this Agreement. Accordingly, this Agreement shall be construed without regard to the rule that ambiguities in a document are to be construed against the drafter.

12.11. Timing. For purposes of this Agreement, any deadline falling on a day other than a business day shall be automatically extended to the next business day. For the purposes of this Agreement, the term "business day" means any day other than Saturday, Sunday, any federal legal holiday, or any day on which banking institutions in the county in which the Property is located, are obligated or authorized by law to close for the normal conduct of banking business.

[SIGNATURES ON FOLLOWING PAGE]

[SIGNATURE PAGE TO PURCHASE AND SALE AGREEMENT]

IN WITNESS WHEREOF each of the undersigned have caused this Agreement to be executed under seal on its behalf by its officers or agents thereunto duly authorized effective as of the later of the dates indicated below.

SELLER:

Oconee County, a political subdivision of the State of South Carolina

By: _____ (SEAL)

Name: _____

Date: _____

DRAFT

[SIGNATURE PAGE TO PURCHASE AND SALE AGREEMENT]

BUYER:

Silver Creek Intermediate, LLC, a Delaware limited liability company

By: _____

Name: _____

Its: Authorized Person

Date: _____

Blue Ridge Solar, LLC, a North Carolina limited liability company

By: _____

Name: _____

Its: Authorized Person

Date: _____

DRAFT

EXHIBIT A



STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

ORDINANCE 2020-08

AN ORDINANCE AUTHORIZING: (1) THE EXECUTION AND DELIVERY OF A DEVELOPMENT AND INFRASTRUCTURE CREDIT AGREEMENT TO PROVIDE FOR INFRASTRUCTURE CREDITS TO PROJECT TROUT; (2) THE ISSUANCE AND DELIVERY OF A MULTI-COUNTY INDUSTRIAL PARK AGREEMENT WITH PICKENS COUNTY; AND OTHER RELATED MATTERS.

WHEREAS, Oconee County ("County"), acting by and through its County Council ("County Council"), is authorized pursuant to the provisions of Article VIII, Section 13(D) of the South Carolina Constitution and the provisions of Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended (collectively, "Act"), to (i) develop a multicounty park with counties having contiguous borders with the County; and (ii) include property in the multicounty park which inclusion under the terms of the Act (A) makes such property exempt from *ad valorem* property taxes, and (B) changes the character of the annual receipts from such property to fees-in-lieu of *ad valorem* property taxes in an amount equal to the *ad valorem* taxes that would have been due and payable but for the location of the property in such multicounty park ("Fee Payments"); and

WHEREAS, the County is further authorized by Section 4-1-175 of the Act, to grant credits against Fee Payments ("Infrastructure Credit") to pay costs of designing, acquiring, constructing, improving or expanding (i) infrastructure serving a project or the County, and (ii) improved and unimproved real estate and personal property used in the operation of a manufacturing facility or commercial enterprise (collectively, "Infrastructure"); and

WHEREAS, Project Trout ("Company") desires to establish a commercial mixed use development within the County ("Project"), consisting of taxable investments in real and personal property of approximately \$20,000,000; and

WHEREAS, pursuant to the authority provided in the Act, the County intends to form a multi-county industrial park with Pickens County, South Carolina ("Park") and enter into a multi-county park agreement governing the operation of the Park ("Park Agreement") with respect to the Project, such Park Agreement to be in substantially the same form as attached hereto as Exhibit A; and

WHEREAS, the County further desires to enter into a Development and Infrastructure Credit Agreement between the County and the Company, the substantially final form of which is attached as Exhibit B ("Development Agreement"), to provide Infrastructure Credits against certain of the Company's Fee Payments with respect to the Project for the purpose of assisting in paying the costs of certain Infrastructure.

NOW THEREFORE, BE IT ORDAINED, by the County Council as follows:

Section 1. *Statutory Findings.* Based on representations made by the Company to the County, the County finds that the Project and the Infrastructure will enhance the economic development of the County.

Section 2. *Approval of Park; Authorization to Execute and Deliver Park Agreement.* The form, terms, and provisions of the Park Agreement that is before this meeting are approved. The Chair of County Council is authorized and directed to execute the Park Agreement in the name of and on behalf of the County, subject to the approval of any revisions or changes as are not materially adverse to the County by the County Administrator and counsel to the County, and the Clerk to County Council is hereby authorized and directed to attest and deliver the Park Agreement.

Section 3. *Approval of Infrastructure Credit; Authorization to Execute and Deliver Development Agreement.* The Infrastructure Credits, as more particularly set forth in the Development Agreement, against the Company's Fee Payments with respect to the Project are approved. The form, terms, and provisions of the Development Agreement that is before this meeting are approved and all of the Development Agreement's terms are incorporated in this Ordinance by reference as if the Development Agreement was set out in this Ordinance in its entirety. The Chair is authorized and directed to execute the Development Agreement in the name of and on behalf of the County, subject to the approval of any revisions or changes as are not materially adverse to the County by the County Administrator and counsel to the County, and the Clerk to County Council is hereby authorized and directed to attest the Development Agreement and to deliver the Development Agreement to the Company.

Section 4. *Further Assurances.* The County Council confirms the authority of the Chair, the County Administrator, the Director of Economic Development and the Clerk to County Council, and various other County officials and staff, acting at the direction of the Chair, the County Administrator, the Director of Economic Development or Clerk to County Council, as appropriate, to take whatever further action and to negotiate, execute and deliver whatever further documents as may be appropriate to effect the intent of this Ordinance and the incentives offered to the Company under this Ordinance and the Development Agreement.

Section 5. *Savings Clause.* The provisions of this Ordinance are separable. If any part of this Ordinance is, for any reason, unenforceable then the validity of the remainder of this Ordinance is unaffected.

Section 6. *General Repealer.* Any prior ordinance, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

Section 7. *Effectiveness.* This Ordinance is effective after its third reading and public hearing.

SIGNATURES ON FOLLOWING PAGE

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Julian Davis, III
Chairman of County Council

ATTEST:

By: _____
Katie Smith
Clerk to County Council

First Reading: March 3, 2020 [title only]
Second Reading: March 17, 2020
Third Reading: _____
Public Hearing: April 21, 2020

EXHIBIT A

[Attached]

EXHIBIT B

[Attached]

OCONEE COUNTY, SOUTH CAROLINA

ORDINANCE NO. 2020-11

AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS, IN ONE OR MORE SERIES, TAX-EXEMPT OR TAXABLE, IN AN AMOUNT NOT TO EXCEED \$8,000,000 FOR THE PURPOSE OF REFUNDING ALL OR A PORTION OF THE COUNTY'S OUTSTANDING SERIES 2011 GENERAL OBLIGATION BONDS AND ACQUIRING, CONSTRUCTING, EQUIPPING, OR REHABILITATING VARIOUS CAPITAL PROJECTS, INCLUDING A FIRE ENGINE AND RELATED EQUIPMENT; AUTHORIZING THE COUNTY ADMINISTRATOR TO PRESCRIBE THE FORM AND DETAILS OF THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS OF THE BONDS; PROVIDING FOR BORROWING IN ANTICIPATION OF THE ISSUANCE OF THE BONDS; AND OTHER RELATED MATTERS.

ADOPTED: MAY 5, 2020

TABLE OF CONTENTS

Section 1.	Findings	1
Section 2.	Authorization and Details of Bonds and the Projects	2
Section 3.	Delegation of Certain Details of the Bonds to the County Administrator	2
Section 4.	Registrar/Paying Agent.....	2
Section 5.	Registration and Transfer	2
Section 6.	Record Date	3
Section 7.	Lost, Stolen, Destroyed or Defaced Bonds.....	3
Section 8.	Book-Entry Only System.....	3
Section 9.	Execution of Bonds.....	4
Section 10.	Form of Bonds	4
Section 11.	Security for Bonds	4
Section 12.	Exemption from State Taxation.....	4
Section 13.	Sale of Bonds, Form of Notice of Sale	5
Section 14.	Deposit and Application of Proceeds.....	5
Section 15.	Defeasance.....	5
Section 16.	Authority to Issue Bond Anticipation Notes.....	6
Section 17.	Details of Bond Anticipation Notes.....	7
Section 18.	Security for Bond Anticipation Notes	8
Section 19.	Tax and Securities Laws Covenant.....	8
Section 20.	Reserved	8
Section 21.	Authorization for County Officials to Execute Documents.....	8
Section 22.	Amendments	9
Section 23.	Publication of Notice of Adoption of Ordinance	9
Section 24.	Retention of Bond Counsel and Other Suppliers.....	9
Section 25.	General Repealer	9

AN ORDINANCE

AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS, IN ONE OR MORE SERIES, TAX-EXEMPT OR TAXABLE, IN AN AMOUNT NOT TO EXCEED \$8,000,000 FOR THE PURPOSE OF REFUNDING ALL OR A PORTION OF THE COUNTY'S OUTSTANDING SERIES 2011 GENERAL OBLIGATION BONDS AND ACQUIRING, CONSTRUCTING, EQUIPPING, OR REHABILITATING VARIOUS CAPITAL PROJECTS, INCLUDING A FIRE ENGINE AND RELATED EQUIPMENT; AUTHORIZING THE COUNTY ADMINISTRATOR TO PRESCRIBE THE FORM AND DETAILS OF THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS OF THE BONDS; PROVIDING FOR BORROWING IN ANTICIPATION OF THE ISSUANCE OF THE BONDS; AND OTHER RELATED MATTERS.

THE OCONEE COUNTY, SOUTH CAROLINA, COUNTY COUNCIL ORDAINS:

SECTION 1. Findings. The County Council ("Council") of the Oconee County, South Carolina ("County"), finds and determines:

(a) Article X, Sections 12 and 14 of the Constitution of the State of South Carolina, 1895, as amended ("Constitution"), provides that each county may incur general obligation bonded indebtedness upon such terms and conditions as the General Assembly may prescribe by general law subject to the following limitations: (i) such debt must be incurred only for a purpose which is a public purpose and a corporate purpose for a county, and (ii) unless excepted therefrom, such debt may be issued in an amount not exceeding eight percent of the assessed value of all taxable property of such county ("Bonded Debt Limit").

(b) Pursuant to Title 4, Chapter 15, Code of Laws of South Carolina, 1976, as amended ("County Bond Act"), the county council of any county of the State may issue general obligation bonds for any corporate purpose of such county for any amount not exceeding the Available Debt Limit (as defined below).

(c) The County Bond Act provides that as a condition precedent to the issuance of bonds an election be held and result favorably thereto. Chapter 27, Title 11, Code of Laws of South Carolina, 1976, as amended, provides that if an election be prescribed by the provisions of the County Bond Act, but is not required by the provisions of Article X of the Constitution, then in every such instance, no election need be held (notwithstanding the requirement therefor) and the remaining provisions of the County Bond Act shall constitute a full and complete authorization to issue bonds in accordance with such remaining provisions.

(d) The County has determined (i) to refund all or a portion of the County's original issue \$17,000,000 General Obligation Bonds, Series 2011, outstanding in the par amount of \$7,500,000 ("Refunding"), as permitted by South Carolina Code Annotated section 11-15-410, *et seq.*, and (ii) to design, acquire, construct, install, and equip, various capital projects, as more fully described in Section 20 (collectively, "Projects");

(e) The assessed valuation of all property in the County as of June 30, 2019, for purposes of computation of the Bonded Debt Limit, is not less than \$576,631,793. Eight percent of this assessed valuation is \$46,130,543 ("County Bonded Debt Limit"). As of the date of this Ordinance, the County has outstanding no more than \$11,121,000 of general obligation indebtedness subject to the County Bonded Debt Limit. As

of the adoption of this Ordinance, the difference between the County Bonded Debt Limit and the principal amount of the outstanding general obligation indebtedness subject to the County Bonded Debt Limit ("Available Debt Limit") is the amount of general obligation indebtedness which the County may incur without a referendum, which is no less than: \$35,009,543.

(f) The Council has found it is in the best interest of the County for the Council to provide for the issuance of one or more general obligation bonds of the County, pursuant to the provisions of the Constitution and laws of the State of South Carolina, in aggregate \$8,000,000 for the purpose of: (i) executing the Refunding, (ii) funding all or a portion of the Projects, and (iii) paying the costs of issuance related to the Bonds (defined below).

SECTION 2. *Authorization and Details of Bonds and the Projects.* Pursuant to the aforesaid provisions of the Constitution and laws of the State of South Carolina, the County is authorized to issue an amount not to exceed the aggregate of \$8,000,000 in general obligation bonds of the County to be designated "Oconee County, South Carolina General Obligation [Refunding] Bonds" ("Bonds") for the purposes set forth in Section 1(d). The Bonds also may be issued in one or more series, taxable or tax-exempt, from time to time as may be determined in the manner provided below with such further designation of each series to identify the year in which such bonds are issued.

The Bonds may be issued as fully registered bond; dated the date of their delivery or such other date as may be selected by the County Administrator; may be in denominations of \$5,000 or any integral multiple thereof not exceeding the principal amount of the Bonds maturing in each year, or in such other denomination as the County Administrator may determine; shall be numbered from R-1 upward; shall bear interest, if any, from their date as may be determined by the County Administrator; and shall mature as determined by the County Administrator.

SECTION 3. *Delegation of Certain Details of the Bonds to the County Administrator.* The Council expressly delegates to the County Administrator determinations regarding the Bonds as are necessary or appropriate, including the form of the Bonds (or BANs) and whether to issue bonds as provided by any state or federal economic recovery or "stimulus" laws. The County Administrator is further directed to consult with the County's bond counsel in making any such decisions.

SECTION 4. *Registrar/Paying Agent.* Both the principal installments of and interest on the Bonds shall be payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts. The County Treasurer's Office or a qualified financial institution shall serve as the Registrar/Paying Agent for the Bonds ("Registrar/Paying Agent") and shall fulfill all functions of the Registrar/Paying Agent enumerated herein.

SECTION 5. *Registration and Transfer.* The County shall cause books (herein referred to as the "registry books") to be kept at the offices of the Registrar/Paying Agent, for the registration and transfer of the Bonds. Upon presentation at its office for such purpose, the Registrar/Paying Agent shall register or transfer, or cause to be registered or transferred, on such registry books, the Bonds under such reasonable regulations as the Registrar/Paying Agent may prescribe.

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

pursuant to this Section shall be canceled by the Registrar/Paying Agent.

The County and the Registrar/Paying Agent may deem or treat the person in whose name the fully registered Bonds shall be registered upon the registry books as the absolute owner of such Bonds, whether such Bonds shall be overdue or not, for the purpose of receiving payment of the principal of and interest on such Bonds and for all other purposes, and all such payments so made to any such registered owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Bonds to the extent of the sum or sums so paid, and neither the County nor the Registrar/Paying Agent shall be affected by any notice to the contrary. In all cases in which the privilege of transferring the Bonds is exercised, the County shall execute, and the Registrar/Paying Agent shall authenticate and deliver the Bonds in accordance with the provisions of this Ordinance. Neither the County nor the Registrar/Paying Agent shall be obliged to make any such transfer of the Bonds during the period beginning on the Record Date (as defined in Section 6 hereof) and ending on an interest payment date.

SECTION 6. Record Date. The County establishes a record date ("Record Date") for the payment of interest or for the giving of notice of any proposed redemption of the Bonds, and such Record Date shall be the 15th day of the calendar month next preceding an interest payment date on the Bonds or, in the case of any proposed redemption of the Bonds, such Record Date shall not be more than 15 days prior to the mailing of notice of redemption of the Bonds.

SECTION 7. Lost, Stolen, Destroyed or Defaced Bonds. In case the Bonds shall at any time become mutilated in whole or in part, or be lost, stolen or destroyed, or be so defaced as to impair the value thereof to the owner, the County shall execute and the Registrar/Paying Agent shall authenticate and deliver at the principal office of the Registrar/Paying Agent, or send by registered mail to the owner thereof at his request, risk and expense, a new Bond of the same interest rate and maturity and of like tenor and effect in exchange or substitution for and upon the surrender for cancellation of such defaced, mutilated or partly destroyed Bond, or in lieu of or in substitution for such lost, stolen or destroyed Bond. In any such event the applicant for the issuance of a substitute Bond shall furnish the County and the Registrar/Paying Agent evidence or proof satisfactory to the County and the Registrar/Paying Agent of the loss, destruction, mutilation, defacement or theft of the original Bond, and of the ownership thereof, and also such security and indemnity in such amount as may be required by the laws of the State of South Carolina or such greater amount as may be required by the County and the Registrar/Paying Agent. Any duplicate Bond issued under the provisions of this Section in exchange and substitution for any defaced, mutilated or partly destroyed Bond or in substitution for any allegedly lost, stolen or wholly destroyed Bond shall be entitled to the identical benefits under this Ordinance as was the original Bond in lieu of which such duplicate Bond is issued.

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

SECTION 8. Book-Entry Only System.

(a) Notwithstanding anything to the contrary herein, so long as the Bond is being held under a book-entry system of a securities depository, transfers of beneficial ownership of the Bond will be affected pursuant to rules and procedures established by such securities depository. The County may elect the initial securities depository for the Bond to be The Depository Trust Company ("DTC"), New York, New York. DTC and any successor securities depositories are hereinafter referred to as the "Securities Depository." The Bond shall be registered in the name of Cede & Co., as the initial Securities Depository nominee for the Bond. Cede & Co. and successor Securities Depository nominees are hereinafter referred to as the "Securities Depository Nominee."

(b) As long as a book-entry system is in effect for the Bond, the Securities Depository Nominee will be recognized as the holder of the Bond for the purposes of (i) paying the principal, interest and premium, if

any, on such Bond, (ii) if the Bond is to be redeemed in part, selecting the portions of such Bond to be redeemed, (iii) giving any notice permitted or required to be given to bondholders under this ordinance, (iv) registering the transfer of the Bond, and (v) requesting any consent or other action to be taken by the holder of such Bond, and for all other purposes whatsoever, and the County shall not be affected by any notice to the contrary.

(c) The County shall not have any responsibility or obligation to any participant, any beneficial owner or any other person claiming a beneficial ownership in the Bond which is registered to a Securities Depository Nominee under or through the Securities Depository with respect to any action taken by the Securities Depository as holder of the Bond.

(d) The County shall pay all principal, interest and premium, if any, on the Bond issued under a book-entry system, only to the Securities Depository or the Securities Depository Nominee, as the case may be, for such Bond, and all such payments shall be valid and effectual to fully satisfy and discharge the obligations with respect to the principal of and premium, if any, and interest on such Bond.

(e) In the event that the County determines that it is in the best interest of the County to discontinue the book-entry system of transfer for the Bond, or that the interests of the beneficial owners of the Bond may be adversely affected if the book-entry system is continued, then the County shall notify the Securities Depository of such determination. In such event, the County shall appoint a Registrar/Paying Agent which shall authenticate, register and deliver physical certificates for the Bond in exchange for the Bond registered in the name of the Securities Depository Nominee.

(f) In the event that the Securities Depository for the Bond discontinues providing its services, the County shall either engage the services of another Securities Depository or arrange with a Registrar/Paying Agent for the delivery of physical certificates in the manner described in (e) above.

(g) In connection with any notice or other communication to be provided to the holder of the Bond by the County or by the Registrar/Paying Agent with respect to any consent or other action to be taken by the holder of the Bond, the County or the Registrar/Paying Agent, as the case may be, shall establish a record date for such consent or other action and give the Securities Depository Nominee notice of such record date not less than 15 days in advance of such record date to the extent possible.

SECTION 9. Execution of Bonds. The Bonds shall be executed in the name of the County with the manual or facsimile signature of the County Council Chairman and attested by the manual or facsimile signature of the Clerk to County Council under a facsimile of the seal of the County which shall be impressed, imprinted or reproduced thereon. The Bonds shall not be valid or become obligatory for any purpose unless there shall have been endorsed thereon a certificate of authentication. The Bonds shall bear a certificate of authentication manually executed by the Registrar/Paying Agent in substantially the form set forth herein.

SECTION 10. Form of Bonds. The Bonds shall be in the form as determined by the County Administrator under Section 3.

SECTION 11. Security for Bonds. The full faith, credit and taxing power of the County are irrevocably pledged for the payment of the principal and interest of the Bonds as they mature and to create a sinking fund to aid in the retirement and payment thereof. There shall be levied and collected annually upon all taxable property in the County in the County an ad valorem tax, without limitation as to rate or amount, sufficient for such purposes.

SECTION 12. Exemption from State Taxation. Both the principal of and interest on the Bonds shall

be exempt, in accordance with the provisions of Section 12-2-50 of the Code of Laws of South Carolina, 1976, as amended, from all State, county, municipal, school district and all other taxes or assessments, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate and transfer taxes, but the interest thereon may be includable in certain franchise fees or taxes.

SECTION 13. *Sale of Bond, Form of Notice of Sale.* The Bonds may be sold at a public or private sale, as authorized by Section 11-27-40(4) of the Code of Laws of South Carolina, 1976, as amended, as the County Administrator may determine, using a Notice of Sale or other similar Notice, as the County Administrator may determine.

SECTION 14. *Deposit and Application of Proceeds.* It is expected that proceeds of the Bonds will be fully drawn at Closing. The proceeds of the Bonds or of BANs (authorized under Section 16 of this Ordinance), when drawn, will be deposited in a bond account fund for the County and shall be expended and made use of as follows:

(a) any accrued interest, if any, shall be applied to the payment of the first installment of interest to become due on the Bonds or BANs; and

(b) the remaining proceeds shall be expended and made use of to defray the cost of issuing the Bonds or BANs, to defray the costs of Refunding, and to defray the costs of the Project. Pending the use of such proceeds, the same shall be invested and reinvested in such investments as are permitted under State law. Earnings on such investments shall be applied either to defray Project costs or, if not so required, to pay principal on the Bonds.

SECTION 15. *Defeasance.*

(a) If a series of bonds issued pursuant to this Ordinance shall have been paid and discharged, then the obligations of the Ordinance hereunder, and all other rights granted thereby shall cease and determine with respect to such series of bonds. A series of bonds shall be deemed to have been paid and discharged within the meaning of this Section under any of the following circumstances:

(i) If the Registrar/Paying Agent (or, if the County is the Registrar/Paying Agent, a bank or other institution serving in a fiduciary capacity) ("Escrow Agent") shall hold, at the stated maturities of the bonds, in trust and irrevocably appropriated thereto, moneys for the full payment thereof; or

(ii) If default in the payment of the principal of such series of bonds or the interest thereon shall have occurred, and thereafter tender of payment shall have been made, and the Escrow Agent shall hold, in trust and irrevocably appropriated thereto, sufficient moneys for the payment thereof to the date of the tender of payment; or

(iii) If the County shall have deposited with the Escrow Agent, in an irrevocable trust, either moneys in an amount which shall be sufficient, or direct general obligations of the United States of America, which are not subject to redemption by the issuer prior to the date of maturity thereof, as the case may be, the principal of and interest on which, when due, and without reinvestment thereof, will provide moneys, which, together with the moneys, if any, deposited with the Escrow Agent at the same time, shall be sufficient to pay, when due, the principal, interest, and redemption premium or premiums, if any, due and to become due on such series of bonds and prior to the maturity date or dates of such series of bonds, or, if the County shall elect to redeem such series of bonds prior to their stated maturities, and shall have irrevocably bound and obligated itself to give notice of redemption thereof in the manner provided in the form of the bonds, on and prior to the redemption date or dates of such series of bonds,

as the case may be; or

(iv) If there shall have been deposited with the Escrow Agent either moneys in an amount which shall be sufficient, or direct general obligations of the United States of America the principal of and interest on which, when due, will provide moneys which, together with the moneys, if any, deposited with the Escrow Agent at the same time, shall be sufficient to pay, when due, the principal and interest due and to become due on such series of bonds on the maturity thereof.

(b) In addition to the above requirements of paragraph (a), in order for this Ordinance to be discharged with respect to a series of bonds, all other fees, expenses and charges of the Escrow Agent have been paid in full at that time.

(c) Notwithstanding the satisfaction and discharge of this Ordinance with respect to a series of bonds, the Escrow Agent shall continue to be obligated to hold in trust any moneys or investments then held by the Escrow Agent for the payment of the principal of, premium, if any, and interest on, such series of bonds, to pay to the owners of such series of bonds the funds so held by the Escrow Agent as and when payment becomes due.

(d) Any release under this Section shall be without prejudice to the rights of the Escrow Agent to be paid reasonable compensation for all services rendered under this Ordinance and all reasonable expenses, charges, and other disbursements and those of their respective attorneys, agents, and employees, incurred on and about the performance of the powers and duties under this Ordinance.

(e) Any moneys which at any time shall be deposited with the Escrow Agent by or on behalf of the County for the purpose of paying and discharging any bonds shall be and are assigned, transferred, and set over to the Escrow Agent in trust for the respective holders of such bonds, and the moneys shall be and are irrevocably appropriated to the payment and discharge thereof. If, through lapse of time or otherwise, the holders of such bonds shall no longer be entitled to enforce payment of their obligations, then, in that event, it shall be the duty of the Escrow Agent to transfer the funds to the County.

(f) In the event any bonds are not to be redeemed within the 60 days next succeeding the date the deposit required by Section 15(a)(iii) or (iv) is made, the County shall give the Escrow Agent irrevocable instructions to mail, as soon as practicable by registered or certified mail, a notice to the owners of the bonds at the addresses shown on the registry books that (i) the deposit required by subparagraph (a)(iii) or (a)(iv) of this Section 15 has been made with the Escrow Agent, (ii) the bonds are deemed to have been paid in accordance with this Section and stating the maturity or redemption dates upon which moneys are to be available for the payment of the principal of, and premium, if any, and interest on, the bonds, and (iii) stating whether the County has irrevocably waived any rights to redeem the bonds, or any of them, prior to the maturity or redemption dates set forth in the preceding clause (ii).

(g) The County covenants and agrees that any moneys which it shall deposit with the Escrow Agent shall be deemed to be deposited in accordance with, and subject to, the applicable provisions of this Section, and whenever it shall have elected to redeem bonds, it will irrevocably bind and obligate itself to give notice of redemption thereof, and will further authorize and empower the Escrow Agent to cause notice of redemption to be given in its name and on its behalf.

SECTION 16. Authority to Issue Bond Anticipation Notes. If the County Administrator should determine that issuance of BANs pursuant to Chapter 17 of Title 11 of the Code ("BAN Act") rather than the Bonds would result in a substantial savings in interest under prevailing market conditions or for other reasons would be in the best interest of the County, the County Administrator is further requested and authorized to effect the issuance of one or more series of BANs pursuant to the BAN Act. If BANs are

issued and if, upon the maturity thereof, the County Administrator should determine that further issuance of BANs rather than the Bonds would result in a substantial savings in interest under then prevailing market conditions or for other reasons would be in the best interest of the County, the County Administrator is requested to continue the issuance of BANs until the County Administrator determines to issue the Bonds on the basis as aforesaid, and the Bond is issued.

SECTION 17. *Details of Bond Anticipation Notes.* Subject to changes in terms required for any particular issue of BANs, the BANs shall be subject to the following particulars:

(a) The BANs shall be dated and bear interest from the date of delivery thereof or, if the BAN is issued on a draw-down basis, from the date of each such advance, payable upon the stated maturity thereof, at the rate negotiated by the County Administrator and shall mature on such date, not to exceed one year from the issue date thereof, as shall be determined by the County Administrator.

(b) The BANs shall be numbered from one upwards for each issue and shall be in the denomination of \$5,000 or any integral multiple thereof requested by the purchaser thereof. The BANs shall be payable, both as to principal and interest, in legal tender upon maturity, at the principal office of a bank designated by the County or, at the option of the County, by the purchaser thereof.

The BANs also may be issued as one or more fully registered "draw-down" style instruments in an aggregate face amount not exceeding the maximum amount permitted hereunder, to a lending institution under terms which permit the balance due under such note or notes to vary according to the actual cash needs of the County, as shall be determined by the County Administrator. In such event, the County may draw upon such note or notes as it needs funds so long as the maximum outstanding balance due under such note or notes does not exceed the aggregate face amount thereof.

(c) The County Administrator is authorized to negotiate or to arrange for a sale of the BANs and to determine the rate of interest to be borne thereby.

(d) The BANs shall be in the form as determined by the County Administrator under Section 3.

(e) The BANs shall be issued in fully registered or bearer certificated form or a book-entry-only form as specified by the County, or at the option of the County, by the purchaser thereof; provided that once issued, the BANs of any particular issue shall not be reissued in any other form and no exchange shall be made from one form to the other.

(f) In the event any BAN is mutilated, lost, stolen or destroyed, the County may execute a new BAN of like date and denomination as that mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated BAN, such mutilated BAN shall first be surrendered to the County, and in the case of any lost, stolen or destroyed BAN, there shall be first furnished to the County evidence of such loss, theft or destruction satisfactory to the County, together with indemnity satisfactory to it; provided that, in the case of a holder which is a bank or insurance company, the agreement of such bank or insurance company to indemnify shall be sufficient. In the event any such BAN shall have matured, instead of issuing a duplicate BAN, the County may pay the same without surrender thereof. The County may charge the holder of such BAN with its reasonable fees and expenses in this connection.

(g) Any BAN issued in fully registered form shall be transferable only upon the books of registry of the County, which shall be kept for that purpose at the office of the County as note registrar (or its duly authorized designee), by the registered owner thereof or by his attorney, duly authorized in writing, upon surrender thereof, together with a written instrument of transfer satisfactory to the County as note registrar, duly executed by the registered owner or his duly authorized attorney. Upon the transfer of any BAN, the

County shall issue, subject to the provisions of paragraph (h) below, in the name of the transferee, a new BAN or BANs of the same aggregate principal amount as the unpaid principal amount of the surrendered BAN. Any holder of a BAN in fully registered form requesting any transfer shall pay any tax or other governmental charge required to be paid with respect thereto. As to any BAN in fully registered form, the person in whose name the same shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal and interest of any BAN in fully registered form shall be made only to or upon the order of the registered holder thereof, or his duly authorized attorney, and the County shall not be affected by any notice to the contrary, but such registration may be changed as herein provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such BAN to the extent of the sum or sums so paid.

(h) BANs issued in fully registered form, upon surrender thereof at the office of the County (or at such office as may be designated by its designee) as note registrar, with a written instrument of transfer satisfactory to the County, duly executed by the holder of the BAN or his duly authorized attorney, may, at the option of the holder of the BAN, and upon payment by such holder of any charges which the County may make as provided in paragraph (i), be exchanged for a principal amount of BANs in fully registered form of any other authorized denomination equal to the unpaid principal amount of surrendered BANs.

(i) In all cases in which the privilege of exchanging or transferring BANs in fully registered form is exercised, the County shall execute and deliver BANs in accordance with the provisions of such Ordinance. All BANs in fully registered form surrendered in any such exchanges or transfers shall forthwith be canceled by the County. There shall be no charge to the holder of such BAN for such exchange or transfer of BANs in fully registered form except that the County may make a charge sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to such exchange or transfer.

SECTION 18. *Security for Bond Anticipation Notes.* For the payment of the principal of and interest on the BANs as the same shall fall due, so much of the principal proceeds of the Bond when issued shall and is directed to be applied, to the extent necessary, to the payment of the BANs; and, further, the County covenants and agrees to effect the issuance of sufficient BANs or bonds in order that the proceeds thereof will be sufficient to provide for the retirement of any BANs issued pursuant hereto.

SECTION 19. *Tax and Securities Laws Covenants.*

(a) The County covenants that no use of the proceeds of the sale of the Bond or BANs authorized hereunder shall be made which, if such use had been reasonably expected on the date of issue of such Bond or BANs would have caused the Bond or BANs to be "arbitrage bonds," as defined in the Code, and to that end the County shall comply with all applicable regulations of the Treasury Department previously promulgated under Section 103 of the Internal Revenue Code of 1954, as amended, and any regulations promulgated under the Code so long as the Bond or BANs are outstanding.

(b) The County further covenants to take all action necessary, including the payment of any rebate amount, to comply with Section 148(f) of the Code and any regulations promulgated thereunder.

(c) The County covenants to file IRS form 8038, if the Code so requires, at the time and in the place required therefore under the Code.

SECTION 20. *Projects.* The County intends to design, acquire, construct, install, and equip, various capital projects, including a fire engine and related equipment, and other related personal property and.

SECTION 21. *Authorization for County Officials to Execute Documents.* The Council authorizes the County Council Chairman, Clerk to County Council, the County Administrator, and other County Officials

to execute and consent to such documents and instruments, including, *e.g.*, purchase-sale agreements, option contracts, lease-purchase agreements, or other similar agreements, as may be necessary to effect the intent of this Ordinance, the issuance of the Bonds, and any documents related to the transfer to, or acquisition from (or both), the Projects.

SECTION 22. *Amendments.* The County Council, at any time and from time to time may enact amending or supplementing ordinances without the consent or concurrence of any registered owner of any Bond so long as the amendment or supplement does not materially and negatively impact any right of any holder of a Bond outstanding at the time of the enactment of the amendment or supplement.

SECTION 23. *Publication of Notice of Adoption of Ordinance.* Pursuant to the provisions of Section 11-27-40 of the Code, the County Administrator, at his option, is authorized to arrange to publish a notice of adoption of this Ordinance.

SECTION 24. *Retention of Bond Counsel and Other Suppliers.* The Council authorizes the County Administrator to retain the law firm of Kozlarek Law LLC, as its bond counsel, and Stifel Nicolaus and Company, Incorporated, as its placement agent/underwriter, in connection with the issuance of the Bonds.

The Council further authorizes the County Administrator to enter such contractual arrangements with printers and the suppliers of other goods and services necessary to the sale, execution and delivery of the Bond as is necessary and desirable. To the extent feasible, such arrangements shall be made with persons of sound reputation after obtaining two or more bids for such services; however, the County Administrator is authorized to make such arrangements without obtaining bids or quotes where (i) the services to be provided are unique or (ii) it is impractical to obtain bids in order to comply with any time requirements with respect to the issuance and sale of the Bond or (iii) the County has had previous experience with a supplier who has performed reliably and satisfactorily.

SECTION 25. *General Repealer.* All ordinances, rules, regulations, resolutions and parts thereof, procedural or otherwise, in conflict herewith or the proceedings authorizing the issuance of the Bond are, to the extent of such conflict, repealed and this Ordinance shall take effect and be in full force from and after its adoption.

[SIGNATURE PAGE FOLLOWS]
[REMAINDER OF PAGE INTENTIONALLY BLANK]

OCONEE COUNTY, SOUTH CAROLINA

Chairman, County Council
Oconee County, South Carolina

(SEAL)

ATTEST:

Clerk to County Council
Oconee County, South Carolina

First Reading: March 17, 2020
Second Reading: April 21, 2020
Public Hearing: May 5, 2020
Third Reading: May 5, 2020

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE**

ORDINANCE 2020-12

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A GOVERNMENTAL REAL ESTATE LEASE AGREEMENT BETWEEN OCONEE COUNTY AS LESSOR AND CLEMSON UNIVERSITY AS LESSEE FOR CERTAIN REAL PROPERTY, INCLUDING CERTAIN IMPROVEMENTS THEREON, LOCATED AT 200 BOOKER DRIVE, WALHALLA, SOUTH CAROLINA; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Oconee County, South Carolina (“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; and,

WHEREAS, Clemson University is an agency, institution, department (including any division or bureau thereof), or political subdivision of the State of South Carolina, and desires to lease from County certain real property located at 200 Booker Drive, Walhalla, South Carolina (the “Demised Premises”); and,

WHEREAS, the County desires to lease the Demised Premises to Clemson University for purposes of operating a health clinic and carrying out related activities, all pursuant to the Governmental Real Estate Lease Agreement (the “Lease”) attached hereto as Exhibit A; and,

WHEREAS, the Oconee County Council (“Council”) has reviewed the form of the Lease 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 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 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 ____ of _____, 2020.

ATTEST:

Katie Smith
Clerk to Oconee County Council

Julian Davis, III
Chair, Oconee County Council

First Reading: April 21, 2020
Second Reading: _____
Third Reading: _____
Public Hearing: _____

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

RESOLUTION 2020-04

A RESOLUTION DESIGNATING APRIL 2020 AS FAIR HOUSING MONTH.

WHEREAS, Oconee County desires that all of its citizens be afforded the opportunity to attain a decent, safe, and sound living environment; and

WHEREAS, Oconee County rejects discrimination on the basis of race, religion, color, sex, national origin, disability, and/or familial status in the sale, rental, or provision of other housing services; and

WHEREAS, the State of South Carolina enacted the South Carolina Fair Housing Law in 1989; and

WHEREAS, April is recognized nationally as Fair Housing Month.

NOW, THEREFORE, BE IT RESOLVED, that Oconee County does hereby designate April 2020 as Fair Housing Month.

RESOLVED this ____ day of _____, 2020, in meeting duly assembled.

ATTEST:

Katie Smith
Clerk to Oconee County Council

Julian Davis, III
Chair, Oconee County Council

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

COUNCIL MEETING DATE: April 21, 2020
COUNCIL MEETING TIME: 6:00 PM

ITEM TITLE [Brief Statement]:

Council consideration and approval for funding to Foothills Alliance.

BACKGROUND DESCRIPTION:

Foothills Alliance is a Nonprofit Agency that encompasses three programs: Sexual Trauma Center, Child Advocacy Center, and Prevent Child Abuse. The mission of Foothills Alliance is working in collaboration with community partners to prevent sexual assault trauma and child abuse and neglect by providing education, advocacy, and treatment services in Anderson and Oconee Counties.

SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:

n/a

FINANCIAL IMPACT [Brief Statement]:

They are requesting \$40,000, an increase of \$15,000 to fully fund one of the vacant counseling position in the Oconee Office located in Walhalla.

Approved by : _____ **Finance**

ATTACHMENTS

- Letter from Chelsey Hucker, Executive Director

STAFF RECOMMENDATION [Brief Statement]:

It is the staff's recommendation that Council approve this request for \$25,000, from the Oconee Support Line.

Submitted or Prepared By:



Department Head/Elected Official

Approved for Submittal to Council:



Amanda F. Brock, 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.



FOOTHILLS ALLIANCE

February 24, 2020

Dear County Council Members,

On behalf of the staff, board, and clients of Foothills Alliance, I want to express our gratitude for Oconee County's financial support throughout many years. Foothills Alliance could not provide adequate services to survivors in our community without your assistance. As the new Executive Director at Foothills Alliance, I am honored to carry on the relationship between county government and our organization.

Funding from Oconee County has been and continues to be vital in helping us undertake our mission to educate, advocate for, and heal survivors of sexual assault and child abuse. Foothills Alliance has life changing impacts on survivors, helping to eliminate many long-term problems that cost our county a great deal of resources: incarceration, teen pregnancy, and drug and alcohol addiction to name a few. According to the CDC survivors of sexual assault or child abuse may suffer immediate physical injuries such as cuts, bruises, or broken bones, as well as emotional and psychological problems, such as impaired socio-emotional skills or anxiety. If left untreated, child abuse and sexual assault have been shown to have a tremendous impact on a victim's lifelong health and wellbeing. Exposure to violence in childhood increases the risks of injury, future violence victimization and perpetration, substance abuse, sexually transmitted infections, delayed brain development, reproductive health problems, involvement in sex trafficking, non-communicable diseases, lower educational attainment, and limited employment opportunities.

In addition to those problems, child abuse and sexual assault are also costly for the county and the country at large. Recent estimates put the cost of rape at \$122,461 per victim, including medical costs, lost productivity, and criminal justice activities. In the United States, the total lifetime economic burden associated with child abuse and neglect was approximately \$124 billion in 2008 alone.

Although we cannot know for certain how many of Oconee's citizens could benefit from our services, we can make an educated guess. The Census Bureau estimated Oconee County had approximately 39,813 female and 38,560 male residents in 2018. According to the most recent CDC data, more than 1 in 3 women and 1 in 4 men experienced sexual violence involving physical contact during her or his lifetime. That would mean that there are approximately *13,138 female and 9,640 male survivors of sexual assault in Oconee County.*

The citizens who use our services most are children or adolescents. The advocacy group Darkness to Light reports that 1 in 10 children will be sexually abused before the age of 18. According to the most recent US Census Bureau estimate, there are approximately 15,596 children under the age of 18 in Oconee County. That would mean that there are approximately *1,559 child victims of sexual assault in Oconee County today.* That number does not include the children who are victims of physical abuse or neglect. The CWLA reported that South Carolina's children are abused or neglected at a rate of 15.5 per 1,000 children. That would mean that there are an additional *233 children in Oconee County who are victims of physical abuse or neglect.*

Our staff is working very hard to reach out to each and every one of those survivors and to provide them with the services that they need. Foothills has two locations: one in Anderson and one in Walhalla. Between our Anderson and Oconee offices since July 2019, we have served 794 survivors of sexual assault and child abuse or neglect. Most of our staff is at the Anderson office, but Oconee has shown their need is almost equal, despite the disparity in population. In January 2020 alone, we conducted 35 forensic interviews in Anderson and 33 forensic interviews in Oconee. This is especially astonishing when you consider that our forensic interviewer in Oconee is only part time. In addition to the hours served in forensic interviews in January, our staff and volunteers also spent record amounts of time in counseling sessions, the emergency room, on the crisis hotline, or in court with our survivors.

Unfortunately, due to federal budget cuts to VOCA (Victims of Crime Act), we are losing over \$180,000 in funding for the 2020-21 fiscal year. That money was budgeted to fund four positions, three of which were for child and adolescent counselors. **For that reason, we are requesting \$40,000 from Oconee County to fully fund one of the vacant counseling positions in our Walhalla office.** An increase to \$40,000 would fund one full-time or two part-time counseling positions at Foothills Alliance, and would allow us to serve more than 300 additional survivors of child abuse and sexual assault next year.

Currently, we have no counselor in Oconee and only two counselors in Anderson. Our survivors are traveling to Anderson – in some cases over an hour - to receive counseling services. Our agency has always used the appropriation from Oconee County to provide free services to child and adult victims of sexual assault. That service helps them to heal from the

trauma they've experienced, and also helps them to prepare for Family and General Sessions court cases. That preparation can result in an increase in successful prosecutions and DSS cases over time. Due to the ever-increasing need for our services, we find our wait list for counseling continuing to grow. With only two counselors total in the agency, we cannot properly meet the needs of the children and adult survivors in Oconee County. Since we are the only agency in Oconee County that provides the types of free services we do, that means that some survivors must either travel to Anderson for our services or forego services altogether.

Our hope is that the work we do will one day bring an end to sexual assault and child abuse in Oconee County. Until then, we can only attempt to mitigate the damage and heal our survivors. The support that we receive through county government is vital to continuing that mission, and we hope that you will consider increasing our funding this year so that we can better serve our community.

Please feel free to contact me if you should ever need anything. I would love the opportunity to meet all of you and to thank you again for your continued support of our organization.

With deepest gratitude, and warmest wishes,



Chelsey Huck
Executive Director
Foothills Alliance

2020 Strategic Planning Report

2020 Strategic Planning Report



For tomorrow
belongs to the
people who
prepare for it
today

— African Proverb

A Brief History of Oconee County

Oconee County, located in the northwest corner of South Carolina on the edge of the Blue Ridge Mountains, takes its name from a Cherokee word meaning "land beside the water". The County was formed in 1868 when the State legislature divided Pickens District into Pickens and Oconee Counties.

Native Americans lived here for thousands of years, and this area was home to the Cherokee. Their villages were located near water, good hunting grounds and tillable land. Dwellings in the Cherokee villages were houses not unlike the rustic homes of early European settlers. They farmed hundreds of acres of corn in the rich land along the rivers and maintained peach and apple orchards. During Colonial time the Cherokee were allies and trading partners with the British. They had an extensive trading network including a trading path that extended from Charleston to the Mississippi River and intersected other paths at the Cherokee "lower town" of Keowee. The main path also went through Oconee Town and crossed Oconee Mountain (formerly known as Station Mountain). The British built Fort Prince George across the Keowee River from Keowee Town to protect the Cherokee and the important trade paths.

It was the Cherokee's choice to side with the British during the Revolutionary War, which led to the destruction of their Lower Towns and the loss of most of their tribal land in the Upstate in the Treaty of DeWitt's Corner in 1777. They sold the remainder of their tribal land in South Carolina in the Treaty of 1816, but were not forced to leave and many of their descendants live here today. The Cherokee cultural legacy has become an integral part of our County's heritage.

Following the Revolutionary War, veterans and settlers from other parts of the State began moving in, including a small group of Germans under the leadership of General John A. Wagener and the German Colonization Society of Charleston, South Carolina, who founded and settled the town of Walhalla in 1850. Today, Walhalla serves as the County seat.

A number of Irishmen came to Stumphouse Mountain in the mid-1850's to build the Blue Ridge Railroad that was chartered to connect Charleston with the Midwest. Economic reasons and the Civil War caused the project to fail to meet completion. Stumphouse Tunnel is today a tourist attraction on the National Register of Historic Places.

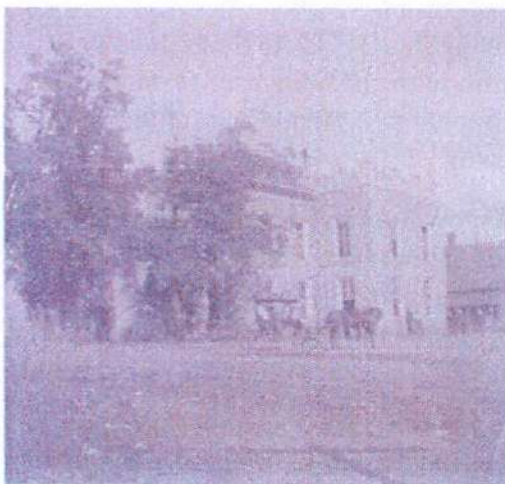
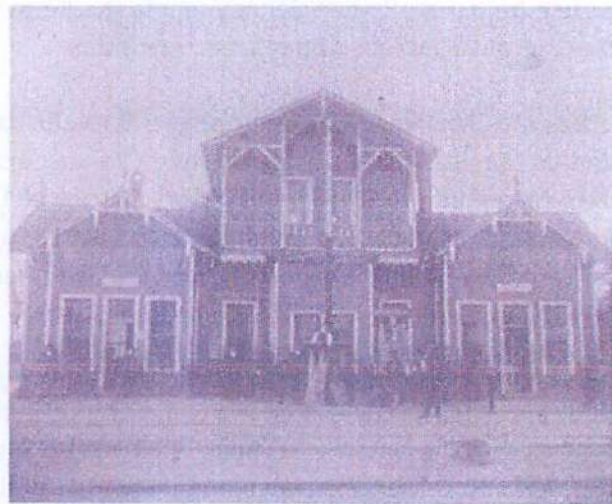
After the Civil War, the Richmond and Air Line Railroad (now the Southern Railroad) was built through Oconee County, and the present towns of Seneca and Westminster came into being. Large textile mills were built in the Upstate in the 1890's, with Newry in southeast Oconee County remaining as one of the earliest, least-altered textile villages in South Carolina.

As Oconee County welcomed in the new century, textile manufacturing expanded, lumber mills prospered, and agricultural enterprises, such as dairy farms and commercial apple orchards, contributed to the County's economy. By 1960, the County's economy was becoming more diverse with the opening of the Torrington Company, set to manufacture

precision needles, and the plans of Duke Energy to construct electrical energy projects in the County that would ultimately create Lakes Keowee and Jocassee, as well as a nuclear energy facility.

Oconee County continues to be a strong contender in the national and global marketplace. Today, the County's economic diversity can be attributed to a number of high-tech manufacturers that employ a well trained work force able to meet the needs of business and industry. Tourism now plays a vital role in the County's economy, as tourists visit many local and state parks, historical sites, and take part in recreation that includes hiking, waterfall viewing, rafting, and other nature-based activities.

Quality of life in Oconee County is excellent, as measured based on the social and economic environment provided by our freedoms, happiness, material well-being, environmental health, and community life factors. The citizens of Oconee County are committed to fostering economic growth while protecting the natural beauty of the County.



Top Left to Right: White Waterfalls, The Old Seneca Depot, Bottom Left to Right: The Old Jail and Kenneth Mill, Provided by Oconee History Museum

Oconee County

Community Profile

Established - 1868

County Seat - City of Walhalla

Form of Government - Council, Administrator

<u>Climate</u>		<u>Population by Municipality (2016)</u>	
Average January Low	29.8 F	Salem	149
Average July High	89.1 F	Seneca	8,228
Average Annual Rainfall	56.00"	Walhalla	4,263
Average Annual Snowfall	2.20"	West Union	305
		Westminster	2,482

Population Trends and Projections

2000	66,215
2010	74,342
2015	76,600
2020	78,900
2025	84,000
2030	91,000
2035	95,000

Components of Population Change

	<u>2000-2009</u>	<u>2010-2018</u>
Births	7,501	6,920
Deaths	6,455	7,851
Net Migration	4,633	4,633

Population Density

Population Density per Square Mile	118.6
------------------------------------	-------

Median Age (2017)

United States	38.2 years
South Carolina	39.1 years
Oconee County	44.7 years

Age Composition (2017)

Age	Percent
Under 5 Years	5.30%
5 to 9 Years	5.60%
10 to 14 Years	5.90%
15 to 19 Years	5.60%
20 to 24 Years	5.90%
25 to 34 Years	11.10%
35 to 44 Years	10.70%
45 to 54 Years	12.90%
55 to 59 Years	7.10%
60 to 64 Years	8.00%
65 to 74 Years	13.30%
75 to 84 Years	6.40%
85 Years & Older	1.70%

Gender Composition (2017)

Males	38,403	49%
Females	39,971	51%

Elections

Registered Voters	49,509
Number of Voters-Last General Election	27,860
Percentage Voting	56.27%
Voter Precincts	31
Number of Representatives-State	2
Number of Senators-State	2

Housing Characteristics (2017)

Total Housing Units	39,753
Total Homeownership rate	72.9%
Median Value of Owner-Occupied	153,300
Persons per Household	2.4
Median Household Income	\$43,973

Overview of Oconee County and Our Government

Oconee County

- **Oconee's Seal** symbolizes Oconee's rich Native American history. "Oconee" (Ae-quo-nee) is an ancient Cherokee word meaning "land beside the water." The design of the seal reflects the Native American symbols for "land" and "water." The green, upper part of the design is the symbol for mountain while the blue, lower part of the design is the symbol for water – representative of the five main rivers of Oconee: Chattooga, Chauga, Tugaloo, Keowee and Seneca. The blood-red ring around the design in the traditional Cherokee "circle of life" connecting all living things.



- Called "**The Golden Corner**", Oconee County is located in an area known as the "Upstate of South Carolina."
- **The land area** of Oconee County is 625.41 square miles.
- **The geography** plays host to significant environmental resources:
 - Sumter National Forest
 - Ellicott Rock Wilderness Area
 - Jocassee Gorge Wilderness Area
 - Campgrounds
 - State and County Parks:
 - Chau Ram County Park
 - High Falls County Park
 - South Cove County Park
 - Devils Fork State Park
 - Lake Hartwell State Park
 - Oconee State Park
 - Oconee Station State Park
 - Coneross Campground
 - Oconee Point
 - Stumphouse Tunnel /Issaqueena Falls Park
 - Rivers:
 - Chauga River
 - Chattooga River
 - Whitewater River
 - Little River

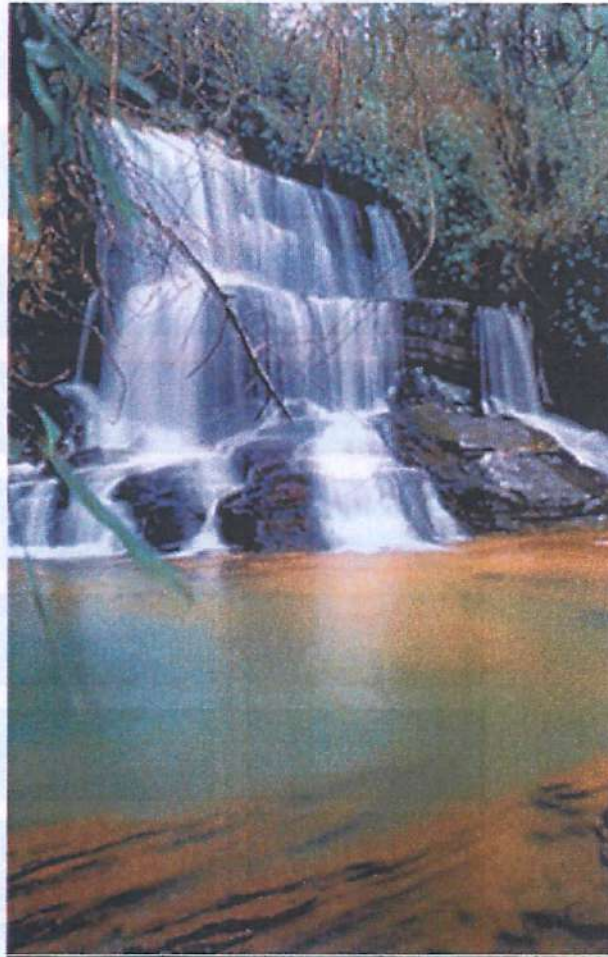
- Major Lakes:

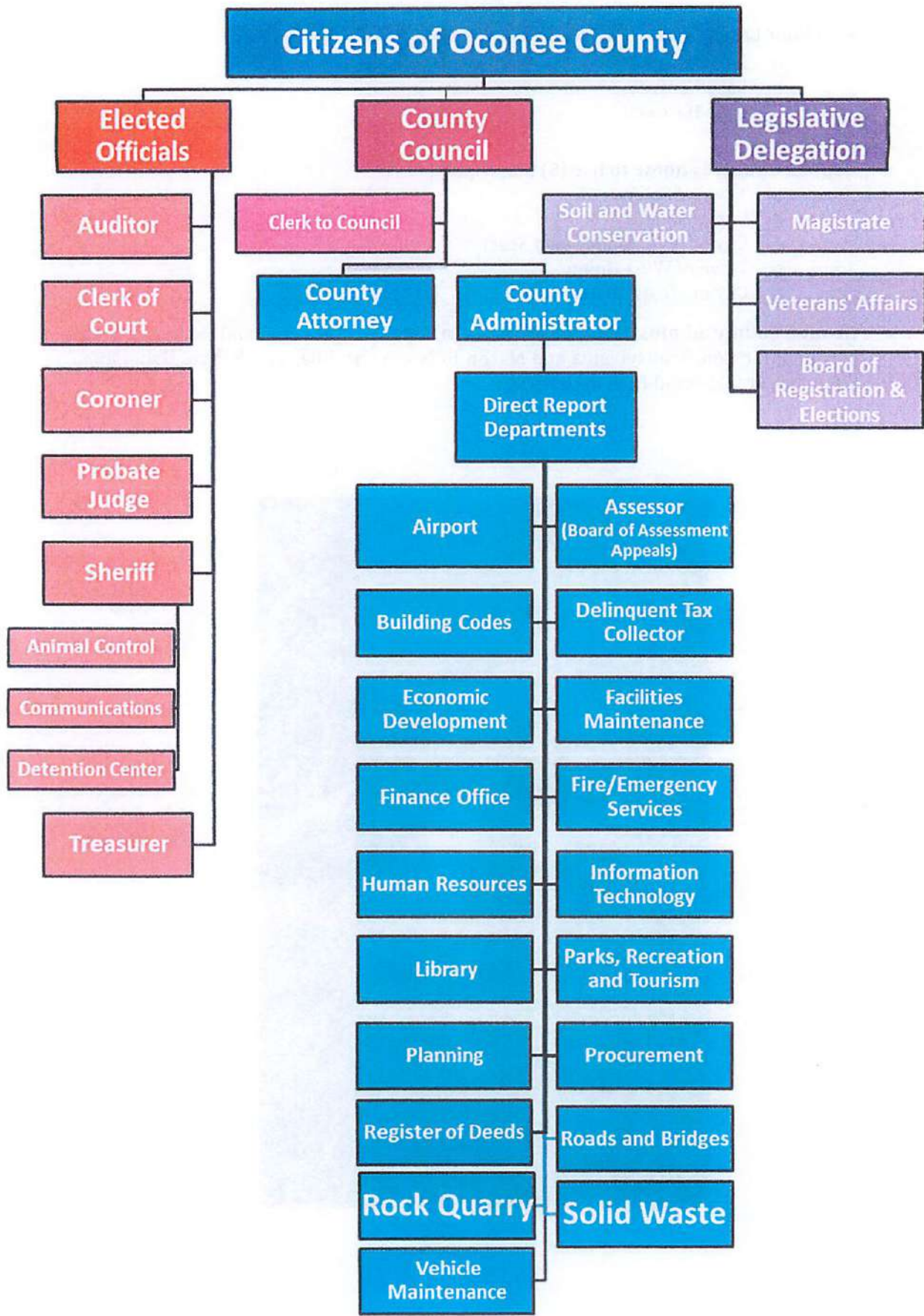
- Lake Jocassee
- Lake Keowee
- Lake Hartwell

- **Oconee County is home to five (5) municipalities:**

- Town of Salem
- City of Seneca
- City of Walhalla (County Seat)
- Town of West Union
- City of Westminster

- **Oconee County adjoins 10 other counties in 3 states:** Anderson and Pickens in South Carolina; Jackson, Transylvania and Macon in North Carolina; and Rabun, Habersham, Stephens, Franklin and Hart in Georgia.





Form of Government:

- The Council – Administrator form of professional government was approved by voter referendum in November, 2003. Oconee County was formerly under the Council – Elected Supervisor form of government.

County Council:

- Five (5) officials are elected from single-member districts for staggered four-year terms.
- Oconee County's Council Members:

District I	Mr. John Elliott
District II	Mr. Wayne McCall
District III	Mr. Paul A. Cain, Esq.
District IV	Mr. Julian Davis III
District V	Mr. James Glenn Hart

Other County Elected Officials:

- Clerk of Court, Beverly Whitfield
- Coroner, Karl E. Addis
- County Auditor, Christy Hubbard
- County Treasurer, Greg Nowell
- Probate Judge, Kenneth E. Johns, Jr.
- Sheriff, Michael Crenshaw
- Solicitor, David Wagner

Oconee County Legislative Delegation:

State Senator, South Carolina District #1
The Honorable Thomas C. Alexander

State Representative, South Carolina District #1
The Honorable William R. Whitmire

State Representative, South Carolina District #2
The Honorable William R. (Bill) Sandifer, III

United States Congressman:

South Carolina's 3rd Congressional District
The Honorable Jeff Duncan

United States Senators:

The Honorable Lindsey O. Graham
The Honorable Timothy E. (Tim) Scott

Services to Citizens

Oconee County provides a broad spectrum and scope of services to include:

- **Community & Citizen Services** – Oconee Regional Airport; Assessor; Auditor; Building Codes; Delinquent Tax Office; Legislative Delegation; four Oconee County Library Branches; Parks, Recreation and Tourism; Planning and Zoning; Register of Deeds; Rock Quarry; Voter Services through Registration and Elections; Treasurer’s Office; and Veterans Affairs
- **Judicial Services** – Clerk of Court; Solicitor; three Magistrate Courts; and Probate Court
- **Law Enforcement and Public Safety** – Oconee County Sheriff’s Office – Detention Center; Animal Control; Animal Shelter; Coroner; Emergency Services Division; and Rural Fire
- **Public Works and Facility Services** – Building and Facilities Maintenance; Roads and Bridges; Solid Waste; and Vehicle Maintenance
- **Administrative Services** – Economic Development; Finance; Human Resources; Information Technology; and Procurement

Oconee County’s success is due to **EACH** and **EVERY** department’s commitment, dedication and diligence.

Strategic Planning

For the past several years, County Council and Administration have held a Strategic Planning Retreat to review the previous year's accomplishments, establish goals for the upcoming year, and prioritize longer term goals in preparation for the future.

The Oconee County Strategic Planning Retreat was held on Tuesday, February 11, 2020. During the retreat, Finance Director, Ladale Price, presented the Annual Budget Update, followed by the 2019 Year in Review, presented by County Administrator, Amanda Brock.

The 2019 Year in Review provided updates on completed and ongoing County projects, including improvements at the Oconee Regional Airport, Seneca Library, Chau Ram, High Falls and South Cove County Parks, and the Rock Quarry.

In 2019, Several major economic development announcements included a total of approximately \$37.7 million of new capital investments and the creation of 147 new jobs in Oconee County. Economic development of the County industrial parks continued, including road and water and sewer infrastructure improvements at the Seneca Rail Site and road improvements at the Oconee Industry & Technology Park.

County Council discussed strategic goals for each district and Oconee County as a whole. This discussion revealed a primary focus on improving the quality of life for the citizens, residents and visitors in Oconee County. Strategic planning initiatives were ranked based on Council member comments and further discussion.

Below is the list of goals established during the 2020 Strategic Planning Retreat:

Tier I

Phase II Sewer South to I-85 Exits 1,2 & 4	Airport Improvements
Bountyland Traffic Study	Solid Waste / Recycling
Bountyland Fire Substation	Litter Education and Remediation

Tier II

Utica Revitalization	Affordable Healthcare
Corridor Plans	

Tier III

Establishment of Greenways	Annual Staff Investment
Industrial Property Westminster Area	Fair Play School
OEA Office Relocation	Fair Play Fire Department
Technology Incubator	High Falls Expansion / PRT
Increase Fund Balance	Additional Sheriff Office Personnel

With direction and guidance from County Council, Administration and Oconee County staff will work diligently over the next fiscal year to accomplish the strategic goals and exceed the expectations of Council and our citizens. The following sections provide a comprehensive reflection on what we, as a County, will strive to do to address the strategic goals as outlined by Council.

Tier I Strategic Initiatives

Tier I initiatives were identified by three or more Council members as priorities during the Strategic Planning Retreat. These projects will receive primary funding consideration over the next 1 - 3 fiscal years.

Phase II Sewer South Expansion to Exits 1, 2 & 4: In 2019, Oconee County entered into an Intergovernmental Agreement with Oconee Joint Regional Sewer Authority for the extension of the Sewer South System to I-85 Exits 1 & 2. Oconee County will continue to work with OJRSA, monitor progress and research funding opportunities for the continued expansion of the sewer system to I-85 Exit 4.

Bountyland Traffic Study: Administration and staff will initiate necessary studies to identify areas of Bountyland which have consistent traffic congestion and determine the best course of action, if any, to improve traffic flow.

Bountyland Fire Substation: Oconee County earmarked approximately \$400,000 for the establishment of a Bountyland Fire Substation and purchased 1.9 acres of undeveloped property on South Cove Road. Concerns were raised regarding traffic congestion going to and from the proposed site. County Council and Administration will continue to discuss potential locations for the substation and conduct the necessary studies to bring this plan to fruition.

Airport Improvements: In 2019, the County worked closely with the Federal Aviation Administration and South Carolina Aeronautics Commission for the purchase of land adjacent to the airport, terminal apron expansion design services, and engineering services for the relocation Mt. Nebo Church Road. The County proceeded with crack sealing and pavement remarking on runway 7/25 and the taxiway. County Council would like to continue with projects according to the Oconee County Regional Airport Capital Improvement Plan. In Fiscal Year 2021-2022, the County airport intends to focus on runway pavement and airfield lighting rehabilitation, provided that funding from outside agencies is available to offset the costs. Airport improvements are crucial to accommodate increased traffic and larger aircraft.

Solid Waste / Recycling: Oconee County Administration presented the Solid Waste Disposal Evaluation to Council on November 19, 2019. The study evaluated incineration, conversion and handling methods for municipal solid waste. County Council directed the Administrator and staff to receive pricing for a glass crusher plant and further investigate incineration technologies and class three waste processing facilities. Oconee County continues to search for additional solid waste and recycling opportunities and intends to designate funding for these purposes in the upcoming fiscal year.

Litter Control, Education and Awareness: County Council recognizes the importance of litter control and instructed staff to look at increased penalties and alternative handling methods for recycling. Oconee County will continue to educate residents and raise awareness within schools and local communities. County Council requested Administration and staff look at the possibility of expanding the local litter task force. The Oconee County Sheriff's Office will continue to advocate to local restaurants to add trash receptacles along drive-thru routes and utilize inmate labor to pick up and dispose of litter.

Tier II Strategic Initiatives

Tier II initiatives were listed by two Council members as priorities during the Strategic Planning Retreat. Many of these projects are ongoing or currently underway and will remain on the priority list until they reach a measurable level of completion.

Utica Revitalization: Oconee County will continue to look for opportunities to remove derelict structures in the Utica community and work with state and federal agencies for opportunity zone / revitalization funding opportunities. Oconee County will look at potential incentives which may be used to encourage developers to focus within the opportunity zone.

Corridor Plans: In 2019, Oconee County engaged Alta Planning + Design to look in to creating a corridor plan for Highway 123 between the City of Seneca and the Oconee County border with Pickens County. County Council would like to take this project further by creating a county-wide corridor plan which focuses on areas of business development and increased traffic.

Healthcare: County Council believes all citizens and residents in Oconee County have the right to affordable healthcare and access to medical assistance. Council requested Administration and staff look into opportunities for the development of a healthcare facility in Oconee County.

Tier III Strategic Initiatives

Tier I initiatives were identified as a priority by one Council member and may be specific to a district. These projects are typically short-term and voted on by County Council as funding opportunities become available.

Oconee County will continue to invest in economic development and parks, recreation and tourism. The demolition of the Fair Play school would remove a blight in the Fair Play area and pave the way for increased fire services.

County Council would like to discuss an annual investment into the staff of Oconee County. The allotted percentage would primarily cover cost of living increases experienced by the staff and bring salaries up to be more competitive with similar positions in outside agencies. Council also directed Administration and staff to develop a plan for increased personnel at the Oconee County Sheriff's Office.

Summary

In closing, I would personally like to thank the Oconee County Council, elected officials and Oconee County employees for the job they do for this County, our citizens and our visitors. As is obvious in this report, we have come a long way in accomplishing the goals set forth by Council. This can be attributed to the commitment we've made.

Administration, while focused on Council's prioritized goals outlined above, remains diligent in its efforts to maintain optimum efficiency and improve service throughout the entire organization.

Over the last year, we've had a lot of "irons in the fire." I'm extremely proud of and amazed at what the Oconee Team has been able to accomplish. I recognize we still face significant challenges, as every organization does, but seeing how far we have come only solidifies my belief that this County can and will continue its success.

While Administration is the management arm of County government, it takes every person in the organization to make the County operate efficiently and successfully. Every member of the Oconee Team plays a vital role in the services we provide, and our successes are a result of the diligent and efficient work performed by every member of Team Oconee.

To our Council, I am grateful for the insight and vision each of you has, and for the leadership you provide. The goals and objectives you have set define the priority of this Council: a better way of life for all Oconeeans.


While facing the challenges of the day-to-day, we have managed to keep an eye on the future, and have continued to utilize every asset to the best of our ability to continue on this path of success. I am extremely proud of what this organization has achieved, and I know we can keep this momentum going.

I am proud of what we have done.

I am committed to what we are doing.

I am incredibly excited about where we are going.

Amanda F. Brock
Administrator
Submitted on March 3, 2020

 Boards & Commissions	State / OC Code Reference	Reps [DX-At Large-Ex Office]	Co-Terminus	Term Limits	4 Year Term	Meeting Date to Appoint	John Elliott	Wayne McCall	Paul Cain	Julian Davis	Glenn Hart	2019-2022	2017-2020	2019-2022
							2019-2022	2017-2020	2019-2022	2017-2020	2017-2020			
							District I	District II	District III	District IV	District V			
Aeronautics Commission	2-262	5 - 2	YES	n/a	YES	Jan - March	Randy Renz [3]	David Bryant [1]	Auby Perry [3]	Marion Lyles [1]	Ronald Chiles [2]	A. Brightwell [2]	Michael Gray [<1]	
Ag. Advisory Board	2016-17	5 - 2 - 1	YES	n/a	YES	Jan - March	Kim Alexander [1]	Doug Hollifield [<1]	Sandra Gray [2]	Ed Land [<1]	Vickie Willoughby [<1]	Debbie Sewell [2]	Rex Blanton [1]	Terrie Roach [1]
Arts & Historical Commission	2-321	5 - 2	YES	2X	YES	Jan - March	Aubrey Miller [1]	Libby Imbody [1]	Thomas Jones [<1]	Tony Adams [1]	Mike Phillips	Daniel Dreher [1]	Suzette Cross [1]	
Board of Zoning Appeals	38-6-1	5 - 2	YES	2X	YES	Jan - March	Jim Codner [2]	Gwen Fowler [1]	Bill Gilster [2]	Marty McKee [<2]	VACANT	John Eagar [1]	Charles Morgan [<1]	
Building Codes Appeal Board		0-7	YES	2X	YES	Jan - March	Matt Rochester [2] Kenneth Owen [1]; Kevin Knight [1]; John Sandifer [1] Joshua Lusk [1]; Osceola Gilbert [1] ; VACANT							
Conservation Bank Board	2-381	Appointed by Category Preferred		2X	YES	Jan - March	Laura Havran [1]	Andrew Smith [1]	D. Ryan Keese [1]	Marvin Prater [2]	Frank Ables [1]	Emily Hitchcock [1]	Frances Rundlett [1]	
Destination Oconee Action Committee														
PRT Commission [members up for reappointment due to initial stagger]	6-4-25 2-381	Appointed by Industry		2X	YES	Jan - March	Shane Smith [1]; Andrew Conkey [1]; Kevin Evans [2]			Trey Barnett [1], Riley Johnson [1], Gregory Coutu [1]			Alex Butterbaugh [1]	
Scenic Highway Committee	26-151	0 - 2	YES	2X	YES	Jan - March						Scott Lusk [1]	Stanley Powell [1]	
Library Board	4-9-35 / 18 1	0 - 9	YES	2X	YES	Jan - March	Clifton Powell [<1, 1/7/2020]; Diane Smathers [1, 1/19]; Katherine Smith [1, 1/19]			B. Brackett [1/17][1]; A. Griffin [1/17][1]; K. Holleman [1/17][2]; L. Martin [1/17][2]; A. Suddeth [1/17][2]; C. Morrison [1/17][1]				
Planning Commission	6-29-310 32-4	5 - 2	YES	N/A	YES	Jan - March	Mike Smith [1]	Andrew Gramling [1]	Alex Vassey [2]	Frankie Pearson [1]	Stacy Lyles [1]	Gwen McPhail [2]	Mike Johnson [2]	
Anderson-Oconee Behavioral Health Services Commission	2-291	0 - 7	YES	2X	3 yr	N/A	Steve Jenkins [1], Harold Alley [1], Louie Holleman [1], Wanda Long [1], Priscilla Taylor [1], Joan Black [1], Jere DuBois [1] BHS contacts Council w/ recommendations when seats open							
Capital Project Advisory Committee (end 1.17)														
Oconee Business Education Partnership	N/A	N/A	NO	N/A	NO	January	Mr. Julian Davis, District IV							
Oconee Economic Alliance	N/A	N/A	NO	N/A	NO	January	Mr. Paul Cain, Council; Ms. Amanda Brock, County Administrator; Mr. Sammy Dickson							
Ten At The Top [TATT]				NO	NO	January	Mr. Dave Eldridge							
ACOG BOD				N/A	NO	January	Council Rep: Mr. John Elliott [yearly]; 2 yr terms Citizen Rep: Mr. Julian Davis, Minority Rep: Marta Wahlen							
Worklink Board						N/A	Worklink contacts Council w/ recommendations when seats open [Current: B. Dobbins]							
[#] - denotes term. [<2] denotes a member who has served one term and less than one half of an additional term making them eligible for one additional appointment.														
[SHADING = reappointment requested - questionnaire on file] Denotes Individual who DOES NOT WISH TO BE REAPPOINTED														
<i>Bold Italic TEXT denotes member ineligible for reappointment - having served or will complete serving max # of terms at the end of their current term.</i>														



NOTES
PLANNING & ECONOMIC DEVELOPMENT
COMMITTEE MEETING
March 3, 2020
4:30 p.m.

Update Regarding Corridor Planning

Mr. Adam Chapman, Planning Director, addressed the Committee utilizing a PowerPoint presentation entitled "Corridor Planning" and gave a brief presentation.

Discussion continued to include

- Include County line to County line in the corridor plan
- Growth
- Internal corridors
- Primary and secondary corridor plan

Mr. Mike Johnson, Planning Commission member, addressed the Committee highlighting the following:

- Subcommittee
- Building & design standards
- Traffic safety

Further discussion included the Planning Commission and the Planning Department not duplicating efforts and the Planning Commission suspend efforts or work to supplement efforts that staff is completing.

The Committee took no action on this matter at this time.

Discussion regarding revisions to Sign/Billboard Ordinance

Mr. Root addressed the Committee utilizing a handout [copy filed with backup materials] entitled "Sign Control Ordinance of Oconee County, South Carolina – DRAFT COPY]" and gave a brief presentation.

Mr. Davis made a motion, seconded by Mr. Elliott, approved 3 – 0, to draft the ordinance as discussed and send to full Council.

Economic Development Activity & Opportunity Zone Update

Ms. Annie Caggiano, Economic Development Director, addressed the Committee utilizing a PowerPoint presentation entitled "OEA Activity Update: 03-03-20" and gave a brief presentation.

The Committee took no action on this matter at this time.

The next Planning & Economic Development Committee meeting is scheduled for Tuesday, June 2, 2020 beginning at 4:30 p.m.

Katie Smith

From: Katie Smith
Sent: Wednesday, March 11, 2020 1:57 PM
To: 'classadmgr@upstatetoday.com'
Cc: Katie Smith
Subject: Legal Ad Request

Please run in the next edition of your publication. Please respond to the email to confirm receipt.

“Notice of Public Hearing

There will be a public hearing at 6pm, Tuesday, April 21, 2020 in Oconee County Council Chambers located at 415 South Pine Street, Walhalla, SC 29691 for the following ordinance:

**STATE OF SOUTH
CAROLINA OCONEE
COUNTY
Ordinance 2020-06**

AN ORDINANCE AUTHORIZING: (1) THE EXECUTION AND DELIVERY OF A FEE AGREEMENT BY AND BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND PROJECT AZTEC, PROVIDING FOR A PAYMENT OF A FEE IN LIEU OF TAXES; (2) THE ISSUANCE OF SPECIAL SOURCE REVENUE CREDITS; (3) THE ISSUANCE AND DELIVERY OF A MULTI-COUNTY INDUSTRIAL PARK AGREEMENT WITH PICKENS COUNTY; (4) THE CONVEYANCE OF CERTAIN REAL PROPERTY; AND OTHER MATTERS RELATED THERETO.”

Please confirm receipt of this email by way of reply.

Best Regards,
Katie

Katie D. Smith
Clerk to Council
415 South Pine Street
Walhalla, SC 29691
864-718-1023
864-718-1024 [fax]

CONFIDENTIALITY NOTICE: All e-mail correspondence to and from this address may be subject to public disclosure under the South Carolina Freedom of Information Act (FOIA).

This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential, proprietary, and/or privileged information protected by law. If you are not the intended recipient, you may not read, use, copy, or distribute this e-mail message or its attachments. If you believe you have received this e-mail message in error, please contact the sender by reply e-mail or telephone immediately and destroy all copies of the original message.





**1992 Searay Sundancer
330-Cabin, \$28,000.**

Engines inboard twin GM 454'S (V-Drive) Hrs., 1325 & 1322 (Low Hours), Generator Hr. 792 (Low Hours), Speed capable of 40 Knots. Specifications: Overall length with bow pulpit 35' 4", Beam 11' 5", Draft 27". Weight 10,000 lbs, fuel cap. 180 gal., water cap. .40 gal, 2 sleeping areas (private), dining area, cooking (refrigerator, stove & microwave) Bathroom (shower & head), AC & heat **Too many items to list here.** Total specifications and all items included with boat sale are detailed in package. If interested Call Al @ 843-290-9812 for full set of pictures and comprehensive list of all boat information which we will mail to you. Boat currently docked at Lake Hartwell, GA. Marina. You can stay at Marina if desired. Full boat services are available. Boat is ready to go! Trailer not included.

■ TRANSPORTATION

MOTORCYCLES



2007 Harley Davidson Sportster XL883C
Classic Black!
25,000 miles,
Good shape. \$3,750.
Plus IMF & Tag.
Warren & Son
Motorcycles, LLC

1602 Blue Ridge Blvd.
Seneca, S.C. 864-973-8462



02 Cadillac Eldorado ETC
120k, \$3,500.
Pete's Auto
402 Oak Street • Seneca
Call 882-1467



06 Toyota 4Runner
Gray, 178K, \$9,200.
Pete's Auto
402 Oak Street • Seneca
Call 882-1467

FIND IT IN THE CLASSIFIEDS!

■ TRANSPORTATION

AUTOS FOR SALE



13 Dodge Dart SXT
Black, 52k, \$7,500.
Pete's Auto
402 Oak Street • Seneca
Call 882-1467



17 Toyota Rav 4 XLE
AWD, 34K miles, \$21,700.
Pete's Auto
402 S. Oak Street
Seneca • 864-882-1467



2006 Work Van
5.4 engine, with shelves,
rack on top, AT, AC,
good condition. \$6,995.
Seneca Auto Sales
542 W. North 1st St.
Seneca, S.C.
864-888-1100

■ LEGAL NOTICES

LEGALS

NOTICE OF PUBLIC HEARING
There will be a public hearing at 6pm, Tuesday, April 21, 2020 in Oconee County Council Chambers located at 415 S. Pine St., Walhalla, SC 29691 for the following ordinance:

STATE OF SOUTH CAROLINA
OCONEE COUNTY
Ordinance 2020-06
AN ORDINANCE AUTHORIZING:
(1) THE EXECUTION AND DELIVERY OF A FEE AGREEMENT BY AND BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND PROJECT AZTEC, PROVIDING FOR A PAYMENT OF A FEE IN LIEU OF TAXES; (2) THE ISSUANCE OF SPECIAL SOURCE

SATURDAY, MARCH 14, 2020

■ LEGAL NOTICES

LEGALS

REVENUE CREDITS; (3) THE ISSUANCE AND DELIVERY OF A MULTI-COUNTY INDUSTRIAL PARK AGREEMENT WITH PICKENS COUNTY; (4) THE CONVEYANCE OF CERTAIN REAL PROPERTY; AND OTHER MATTERS RELATED THERETO.

top of page

PUBLISHER'S AFFIDAVIT

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

OCONEE COUNTY COUNCIL

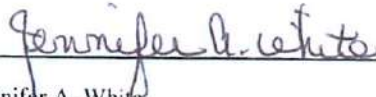
IN RE: Oconee County Public Hearing Ordinance 2020-06

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 03/14/2020 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
03/14/2020



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



Katie Smith

From: Katie Smith
Sent: Wednesday, March 11, 2020 2:00 PM
To: 'classadmgr@upstatetoday.com'
Cc: Katie Smith
Subject: Legal Ad Request

Please run in the next edition of your publication. Please respond to the email to confirm receipt.

“Notice of Public Hearing

There will be a public hearing at 6pm, Tuesday, April 21, 2020 in Oconee County Council Chambers located at 415 South Pine Street, Walhalla, SC 29691 for the following ordinance:

**STATE OF SOUTH
CAROLINA OCONEE
COUNTY
Ordinance 2020-08**

AN ORDINANCE AUTHORIZING: (1) THE EXECUTION AND DELIVERY OF A DEVELOPMENT AND INFRASTRUCTURE CREDIT AGREEMENT TO PROVIDE FOR INFRASTRUCTURE CREDITS TO PROJECT TROUT; (2) THE ISSUANCE AND DELIVERY OF A MULTI-COUNTY INDUSTRIAL PARK AGREEMENT WITH PICKENS COUNTY; AND OTHER RELATED MATTERS.”

Please confirm receipt of this email by way of reply.

Best Regards,
Katie

Katie D. Smith
Clerk to Council

415 South Pine Street
Walhalla, SC 29691
864-718-1023
864-718-1024 [fax]

CONFIDENTIALITY NOTICE: All e-mail correspondence to and from this address may be subject to public disclosure under the South Carolina Freedom of Information Act (FOIA).

This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential, proprietary, and/or privileged information protected by law. If you are not the intended recipient, you may not read, use, copy, or distribute this e-mail message or its attachments. If you believe you have received this e-mail message in error, please contact the sender by reply e-mail or telephone immediately and destroy all copies of the original message.



LEGAL NOTICES

LEGALS

REVENUE CREDITS; (3) THE ISSUANCE AND DELIVERY OF A MULTI-COUNTY INDUSTRIAL PARK AGREEMENT WITH PICKENS COUNTY; (4) THE CONVEYANCE OF CERTAIN REAL PROPERTY; AND OTHER MATTERS RELATED THERETO.

NOTICE OF PUBLIC HEARING

There will be a public hearing at 6pm, Tuesday, April 21, 2020 in Oconee County Council Chambers located at 415 South Pine Street, Walhalla, SC 29691 for the following ordinance:

STATE OF SOUTH CAROLINA
OCONEE COUNTY
Ordinance 2020-08

AN ORDINANCE AUTHORIZING: (1) THE EXECUTION AND DELIVERY OF A DEVELOPMENT AND INFRASTRUCTURE CREDIT AGREEMENT TO PROVIDE FOR INFRASTRUCTURE CREDITS TO PROJECT TROUT; (2) THE ISSUANCE AND DELIVERY OF A MULTI-COUNTY INDUSTRIAL PARK AGREEMENT WITH PICKENS COUNTY; AND OTHER RELATED MATTERS.

LEGAL NOTICES

LEGALS

REQUEST FOR PROPOSALS

SAFETY FALL PROTECTION SYSTEM FOR BUS MAINTENANCE SHOP
PROJECT: RFP 2020-001

LEGAL NOTICES

LEGALS

The City of Seneca is seeking responses to Request for Proposal (RFP) from interested parties to provide safety fall protection system for its bus maintenance shop.

Looking for a job with MORE PERKS

Search local jobs in print and online today @ www.upstatetoday.com/features/classifieds

Employers, call 864.973.6304 to advertise!

THE JOURNAL

In Print & Online
864.973.6304 | www.upstatetoday.com

SERVIC

CLEANING



Construction & Roofing

- Painting
- Roofing
- Vinyl Siding
- Power Washing
- Deck & Dock Restoration
- Gutter & Roof Cleaning
- Soffit Cleaning
- Windows

Residential & Commercial
Licensed & Insured

10% off for Existing
Customers & Senior Citizens

864.784.1148

cesars.progs@gmail.com

come home
to a CLEAN

HOME IMPROVEMENT

A Touch of Fire..
Gas Logs & Fireplace Services



Fireplace Construction
Gas Lines &
Logs Installation

Wood Stoves &
Gas Appliances Installed

VETERAN'S DISCOUNT

"We Will Beat Any
Competitors Price"

Insured & Certified

Call or Email Andrew at

HOME IMPROVEMENT

GARRETT
REPAIR

Service You Can Trust
20% Senior Discount

⚡ Electrical
Plumbing
Handyman Services

FREE ESTIMATES!
LICENSED & INSURED

864-647-4577

thompson@garrettrepair.com

GOLIATH

PUBLISHER'S AFFIDAVIT

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

OCONEE COUNTY COUNCIL

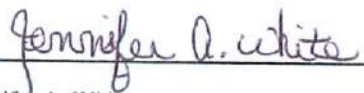
IN RE: Oconee County Public Hearing Ordinance 2020-08

BEFORE ME the undersigned, a Notary Public for the State and County above named, This day personally came before me, Hal Welch, who being first duly sworn according to law, says that he is the General Manager of THE JOURNAL, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in Oconee County, Pickens County and the Pendleton area of Anderson County and the notice (of which the annexed is a true copy) was inserted in said papers on 03/14/2020 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
03/14/2020



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

