



AMENDED AGENDA

OCONEE COUNTY COUNCIL MEETING

May 16, 2017

6:00 PM

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

Call to Order

Public Comment Session

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

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

- May 2, 2017 Regular Meeting

Administrator Report & Agenda Summary

Proclamation 2017-05

PROCLAMATION 2017-05 FOR NATIONAL SAFE BOATING WEEK

Public Hearings for the Following Ordinances

Ordinance 2017-05 "AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND PROJECT ENTRY; THE GRANTING OF SPECIAL SOURCE CREDITS; THE INCLUSION OF PROJECT ENTRY IN A JOINT COUNTY INDUSTRIAL AND BUSINESS PARK AND THE EXECUTION AND DELIVERY OF A MCIP AGREEMENT; AND OTHER MATTERS RELATING THERETO INCLUDING, WITHOUT LIMITATION, PAYMENT OF A FEE IN LIEU OF TAXES."

Ordinance 2017-08 "AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND ITRON, INC.; AND OTHER MATTERS RELATING THERETO INCLUDING, WITHOUT LIMITATION, PAYMENT OF A FEE IN LIEU OF TAXES."

Ordinance 2016-20 "AN ORDINANCE AMENDING ARTICLE II OF CHAPTER 12 OF THE OCONEE COUNTY CODE OF ORDINANCES, REGARDING NOISE REGULATION WITHIN THE UNINCORPORATED AREAS OF THE COUNTY, AND OTHER MATTERS RELATED THERETO."

Third Reading of the Following Ordinances:

Ordinance 2017-05

[see caption above]

Ordinance 2017-08

[see caption above]

Ordinance 2016-20

[see caption above]

Council's meeting shall be conducted pursuant to the South Carolina Procedure of Legislative Acts, Chapter 15 and the State Rules of Parliamentary Procedure for South Carolina Councils, and others. The agenda may contain a list of all items which Council may bring up for discussion at this meeting. Items on the Council's agenda to give public notice of its business and those to be discussed, with reports received at this meeting and for approval of Council, shall be posted on Council's agenda and to allow an added proposal, amendment, proposal or otherwise proposed to be provided for after Council's Rule, and State Rules of Parliamentary Procedure for South Carolina Councils, respectively if not specified under this notice.

Second Reading of the Following Ordinances

Ordinance 2017-10 "AN ORDINANCE TO AMEND CHAPTER 6, ARTICLE III OF THE CODE OF ORDINANCES OF OCONEE COUNTY PERTAINING TO THE OCONEE COUNTY BOARD OF BUILDING CODE APPEALS; AND OTHER MATTERS RELATED THERETO."

Ordinance 2017-12 "AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A GROUND LEASE AGREEMENT BETWEEN OCONEE COUNTY AS LESSOR AND THE FOOTHILLS AGRICULTURAL RESOURCE AND MARKETING CENTER AS LESSEE; AND OTHER MATTERS RELATED THERETO."

First Reading of the Following Ordinances

Ordinance 2017-13 "AN ORDINANCE GRANTING CERTAIN EASEMENT RIGHTS TO DUKE ENERGY CAROLINAS, LLC FOR THE PURPOSE OF LOCATING AND MAINTAINING ELECTRIC AND/OR COMMUNICATION FACILITIES ON COUNTY-OWNED PROPERTY; AND OTHER MATTERS RELATED THERETO."

First & Final Reading for the Following Resolutions

Resolution 2017-06 "A RESOLUTION TO RECEIVE AND ACCEPT SNOW CREEK FOREST DRIVE INTO THE OCONEE COUNTY RUDIMENTARY ROAD PROGRAM, PURSUANT SECTION 26-12 OF THE OCONEE COUNTY CODE OF ORDINANCES."

Discussion Regarding Action Items

Procurement # RFP 16-15 for Title Search Services for Delinquent Tax Department in the amount of \$167,500.00

It is the staff's recommendation that Council (1) approve the award of RFP #16-15, Title Search Services for Delinquent Tax Office to Landvision Titles of Walhalla, SC, not to exceed the estimated amount of \$167,500.00 for a one year period and (2) authorize the County Administrator to approve up to four, one-year renewals of this contract, if services are satisfactory.

Board & Commission Appointments (IF ANY)	[Seats listed are all] co-terminus seats]
Building Codes Appeal Board.....	District IV and 1 At Large Seat
Parks, Recreation, & Tourism Commission.....	1 At Large Seat

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 in a future meeting, if required] [None scheduled]

Council Committee Reports

Budget, Finance & Administration / Ms. Cammick..... [04/25/2017 & 05/09/2017]

Executive Session

Upon reviewing Council may take a Voluntary adjournment 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] "to receive legal advice and discuss status of contractual negotiations regarding the lease of the former Oakway Intermediate School to the Fair Oak Youth Center."

Adjourn

Official Meeting Minutes of the Georgia County Council are available to access to the public through the public records request process. The Georgia County Council is an open government. All meetings are open to the public unless otherwise stated. The Council may, however, hold a closed session for the purpose of discussing personnel matters, legal matters, or other matters that are exempt from public access under the Georgia Freedom of Information Act. Council's Rules and the Model Rules of Parliamentary Procedure for South Carolina Counties (2014 edition) shall apply to all meetings of the Council unless otherwise stated. Items are listed as Council agenda to give public notice of the subject and items to be discussed. A list of items received is information and not agenda for the meeting. Items listed on Council's agenda may be added, deleted, postponed, or otherwise changed. It is the responsibility of the Council to provide for public access to Council's items and Model Rules of Parliamentary Procedure for South Carolina Counties, as well as on the specific code books and rules.



Public Comment
SIGN IN SHEET
6:00 PM

May 16, 2017

The Public Comment Sessions at this meeting is limited to a total of 40 minutes, 4 minutes per person. Please be advised that citizens not utilizing their full four [4] minutes may not "donate" their remaining time to another speaker.

PLEASE PRINT

	FULL NAME	PURPOSE OF COMMENT
1	Jeanifer Moss	Speaking Against Ordinance 2017-05/2017
2	Cole Luncheon	County trash Service
3	MARTY Lee	Noise Ordinance
4	Debbie Sewell	FARM center
5	Rick Gardner	PARIS
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Everyone speaking before Council will be required to do so in a civil manner. Council will not tolerate personal attacks on individual council members, county staff or any person or group. Racial slurs will not be permitted. Council's number one priority is to conduct business for the citizens of this county. All citizens who wish to address Council and all Boards and Commission appointed by Council should do so in an appropriate manner.



**PUBLIC HEARING
SIGN IN SHEET
OCONEE COUNTY COUNCIL MEETING
DATE: May 16, 2017 6:00 p.m.**

Ordinance 2017-05 "AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND PROJECT ENTRY; THE GRANTING OF SPECIAL SOURCE CREDITS; THE INCLUSION OF PROJECT ENTRY IN A JOINT COUNTY INDUSTRIAL AND BUSINESS PARK AND THE EXECUTION AND DELIVERY OF A MCIP AGREEMENT; AND OTHER MATTERS RELATING THERETO INCLUDING, WITHOUT LIMITATION, PAYMENT OF A FEE IN LIEU OF TAXES."

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

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

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

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

Please submit written comments to the Clerk to Council, 413 South Pine Street, Walhalla, South Carolina, 29989.

Please PRINT your name

1.	Jennifer Moss
2.	Mr. Gardner
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Council will not tolerate personal attacks on individual council members, county staff or any person or group. Racial slurs will not be permitted. Comments must be primarily in the public interest for the citizens of this county. All citizens who wish to address Council and all Boards and Commissions appointed by Council should do so in an appropriate manner.

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

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

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

Please PRINT your name

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

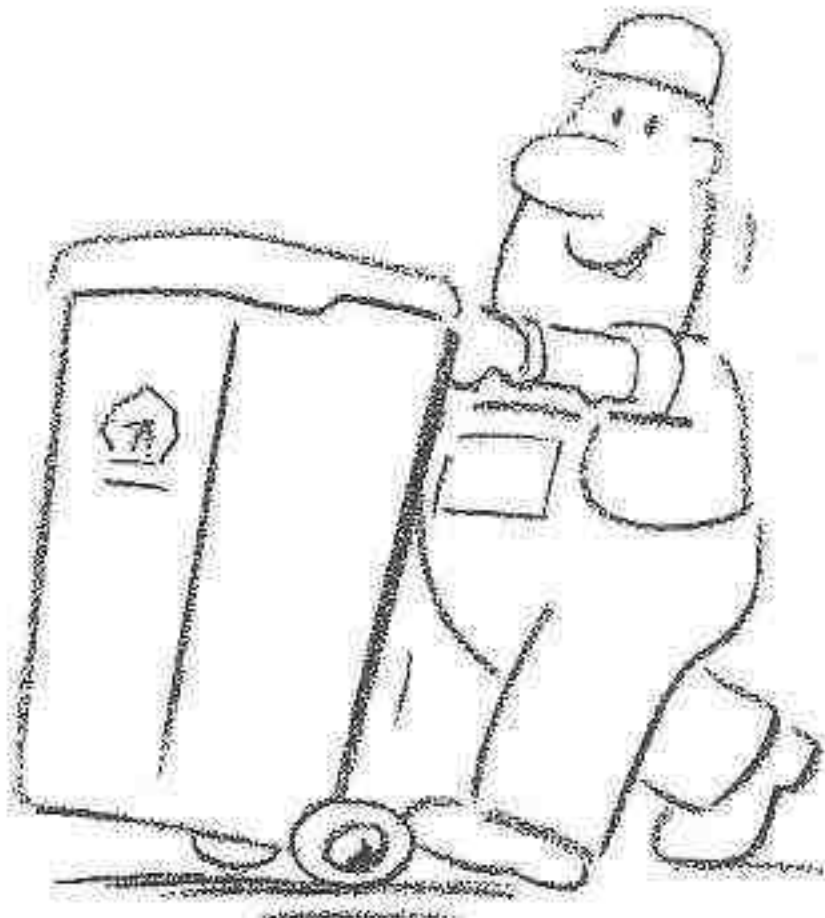
Sign up sheets will be available thirty minutes prior to the hearing for those interested in addressing Council.

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

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

Please PRINT your name

1.	MARTY LEE
2.	Gary Littlefield
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Services

- 95 galon roll cart
- weekly pickup
- Affordable monthly cost
- Door pick up if needed

L & M WASTE

"Waste-Away"



COLE LANPHEAR

2231 oakway rd
Westminster sc
29693

864-556-9926

STATE OF SOUTH CAROLINA
OCONEE COUNTY
PROCLAMATION P2017-05

A PROCLAMATION FOR NATIONAL SAFE BOATING WEEK

Whereas, on average, 650 people die each year in boating-related accidents in the U.S.; approximately three-fourths of these are fatalities caused by drowning; and

Whereas, the vast majority of these accidents are caused by human error or poor judgment and not by the boat, equipment, or environmental factors; and

Whereas, a significant number of boaters who lose their lives by drowning each year would be alive today had they worn their life jackets; and

Whereas, today's life jackets are more comfortable, more attractive, and more wearable than styles of years past.

Therefore, we, the Oconee County Council, do hereby support the goals of the North American Safe Boating Campaign (Wear It!) and proclaim May 20-26, 2017 as National Safe Boating Week and the start of the year-round effort to promote safe boating.

APPROVED AND ADOPTED this 16th day of May, 2017.

OCONEE COUNTY, SOUTH CAROLINA

Ms. Edda Cammick
Chairwoman of County Council
Oconee County, South Carolina

ATTEST:

Katie D. Smith, Clerk to Council
Oconee County, South Carolina

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2017-05**

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND EPOCH CLEMSON, LLC; THE GRANTING OF SPECIAL SOURCE CREDITS; THE INCLUSION OF EPOCH CLEMSON, LLC IN A JOINT COUNTY INDUSTRIAL AND BUSINESS PARK AND THE EXECUTION AND DELIVERY OF A MCIP AGREEMENT; AND OTHER MATTERS RELATING THERETO INCLUDING, WITHOUT LIMITATION, PAYMENT OF A FEE IN LIEU OF TAXES

WHEREAS, Oconee County, South Carolina (the "County"), acting by and through its County Council (the "County Council"), is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 (the "Act") of the Code of Laws of South Carolina, 1976, as amended (the "Code"), to acquire, construct, or cause to be acquired or constructed by lease or otherwise, properties (which such properties constitute "projects" as defined in the Act) and to enter into agreements with any industry or business providing for the construction, operation, maintenance and improvement of such projects; to enter into or allow financing agreements with respect to such projects; to provide for payment of a fee in lieu of taxes pursuant to the Act; and, to accept any grants for such projects through which powers the industrial development of the State of South Carolina (the "State") will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ the manpower, agricultural products and natural resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

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

WHEREAS, Epoch Clemson, LLC also known to the County as Project Entry (the "Company") has requested the County to participate in executing a Fee Agreement pursuant to the Act for the purpose of authorizing and of acquiring and expanding, by construction and purchase, certain land, a building or building improvements, and machinery, apparatus, and equipment, for the purpose of the construction and up-fitting of a facility to be used by students and faculty of Clemson University (the "Project") in which the anticipated level of new taxable investment will be a minimum of Sixty Million Dollars (\$60,000,000) in qualifying new fee in lieu of tax investment by the end of the fifth (5th) year following the year of execution of the Fee Agreement; and

WHEREAS, the Company has requested that the County provide a special source credit of forty one and 5/10ths percent (41.5%) of the Company's fee in lieu of tax liability for the Project in the Park (as defined herein) for a term of seven (7) years (the "SSC") based upon the Company's agreement to invest in new, taxable property in the Project equaling or exceeding \$60,000,000 within the initial five (5) years (following the year of the execution and delivery of the Fee Agreement) of investment, which full amount of investment, without regard to depreciation, will be maintained for not less than seven (7) years from the end of the year of placing the full amount "in service", with not less than Forty-Five Million Dollars (\$45,000,000) of that new investment, without regard to depreciation, being maintained for the remaining term of the Fee Agreement.

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

WHEREAS, the County has determined on the basis of the information supplied to it by the Company that the Project would be a "project" as that term is defined in the Act and that the Project would subserve the purposes of the Act; and

WHEREAS, the County Council has determined to enter into and execute a Fee Agreement and a Park agreement (the "MCIP Agreement") and does by this County Council Ordinance, authorize a fee in lieu of tax agreement (the "Fee Agreement") and the MCIP Agreement; and

WHEREAS, the County Council has caused to be prepared and presented to this meeting the form of the Fee Agreement by and between the County and the Company which includes the agreement for payment of a payment in lieu of tax and the SSC, and the MCIP Agreement between the County and Pickens County; and

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

WHEREAS, the County will use it's commercially reasonable efforts to locate the Project within an existing or to-be-created multi-county industrial/business park with Pickens County pursuant to Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended (the "Park").

WHEREAS, the County is authorized by the provisions of the Act to provide a special source credit (the "Special Source Credit"), secured by and payable solely from revenues of the County from payments in lieu of taxes in the Park pursuant to Article VIII, Section 13 of the South

Carolina Constitution and the Act, for the purpose of defraying a portion of the cost of designing, acquiring, constructing, improving or expanding the infrastructure serving the County in order to enhance the economic development of the County; and

WHEREAS, to the extent within its authority and control, using its commercially reasonable efforts, the County intends, subject to the requirements of Section 4-1-170 and Section 4-1-175 of the Act, respectively, to insure that the Project Property will be placed in a Park with Pickens County, and provide a Special Source Credit against payments in lieu of taxes from the Project in the Park in an annual amount equal to forty one and 5/10ths percent (41.5%) of such payments in lieu of taxes allocated to the County taxing entities pursuant to the MCIP Agreement for five (5) consecutive years of fee in lieu of tax payments by the Project in the Park pursuant to the MCIP Agreement, beginning with the payment due (without penalty on or before January 15, 2019 and such that the Special Source Credit will never exceed, at any point in time, the actual cost of Project infrastructure to that point.

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

Section 1. (a) In order to promote industry, develop trade and utilize and employ the manpower, agricultural products and natural resources of the State by assisting the Company to of its facility in the State, and acquire by acquisition or construction a building or buildings and various furniture, fixtures, machinery, apparati, and equipment, all as a part of the Project to be utilized for the purpose of its construction and up-fitting of a facility to be used by students and faculty of Clemson University, the execution and delivery of a Fee Agreement with the Company for the Project is hereby authorized, ratified and approved. Further, the County agrees to provide an SSC of forty one and 5/10ths percent (41.5%) of the Company's fee in lieu of tax liability for the Project in the Park for seven (7) consecutive years provided the Company agrees to invest not less than Sixty Million Dollars (\$60,000,000) in new, qualifying, taxable investment in the County by the end of the fifth (5th) year after the year of execution of the Fee Agreement, which full investment, without regard to depreciation, will be maintained for not less than seven (7) years, from the end of the year of placing the full amount "in service", with not less than Forty-Five Million dollars (\$45,000,000) of that new investment, without regard to deprecation, being maintained for the remaining term of the Fee Agreement; and the County agrees to use its commercially reasonable efforts to place the Project property in the Park and hereby approves the execution and delivery of the MCIP Agreement for the Project in the Park.

Section 2. It is hereby found, determined and declared by the County Council, as follows:

(a) Based solely upon representations of the Company, the Project will constitute a "project" as said term is referred to and defined in the Act, and the County's actions herein will subserve the purposes and in all respects conform to the provisions and requirements of the Act;

(b) The Project and the payments in lieu of taxes set forth herein are beneficial to the

County;

(c) The terms and provisions of the Fee Agreement are hereby incorporated herein and made a part hereof;

(d) The Project will benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally;

(e) The Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against the general credit or taxing power of either;

(f) The purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes;

(g) The location or expansion of the Project within the County and State is of paramount importance; and,

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

Section 3. Pursuant to the authority of the Act, and subject to the terms herein and in the Fee Agreement, there is hereby authorized to be provided and shall be provided, the Special Source Credit of the County to the Company in the amount of forty one and 5/10ths percent (41.5%) of the Fee Payments from the Project in the Park pursuant to the MCIP Agreement, for seven (7) consecutive years, beginning with the Fee Payment due (without penalty) not later than January 15, 2019.

Nothing in this ordinance shall be construed as an obligation or commitment by the County to expend any of its funds other than the portion of Fee Payments represented by the Special Source Credit provided by the County which shall be payable solely as a credit against Fee Payments due by the Company to the County for the Project in the Park.

Section 4. The form, terms and provisions of the Fee Agreement and the MCIP Agreement presented to this meeting and filed with the Clerk of the County Council be and they are hereby approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Fee Agreement and MCIP Agreement were set out in this Ordinance in their entirety. The Chair of County Council and the Clerk of the County Council be and they are hereby authorized, empowered and directed to execute, acknowledge and deliver the Fee Agreement and MCIP Agreement in the name and on behalf of the County, and thereupon to cause the Fee Agreement and MCIP Agreement to be delivered to the Company. The Fee Agreement and the MCIP Agreement are to be in substantially the form now before this meeting and hereby approved, or with such minor changes therein as shall not be materially adverse to the County and as shall be approved by the officials of the County executing the same, upon the advice of counsel

to the County, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of Fee Agreement and MCIP Agreement now before this meeting.

Section 5. The Chair of the County Council and the Clerk of the County Council, for and on behalf of the County, are hereby each authorized and directed to do any and all things necessary to effect the execution and delivery of the Fee Agreement and the MCIP Agreement and the performance of all obligations of the County under and pursuant to the Fee Agreement and MCIP Agreement and this Ordinance.

Section 6. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase or provisions shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 7. All orders, resolutions, ordinances and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its passage and approval.

Section 8. The County hereby agrees to waive, to the full extent allowed by law, the requirements of Section 12-44-55 of the Act with regard to the Fee Agreement for the Project, to the extent and so long as the Company makes and continues to make all filings required by the Act and provide copies thereof to the County within thirty (30) days of making such filings.

Passed and approved this ___ day of May, 2017

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Edda Cammick, Chair of County Council
Oconee County, South Carolina

ATTEST:

By: _____
Katie D. Smith, Clerk to County Council
Oconee County, South Carolina
First Reading: April 18, 2017
Second Reading: May 2, 2017
Public Hearing: May 16, 2017
Third Reading: May 16, 2017

FEE AGREEMENT

between

OCONEE COUNTY, SOUTH CAROLINA

and

**EPOCH CLEMSON, LLC
a Delaware limited liability company**

Dated as of May 1, 2017

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

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Oconee County, South Carolina

FEE AGREEMENT

THIS FEE AGREEMENT (this "Fee Agreement") is made and entered into as of May 1, 2017, 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 Epoch Clemson, LLC (the "Company"), organized and existing under the laws of the State of Delaware.

WITNESSETH:

Recitals.

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

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

governmental and public purposes; and (d) the benefits of the Project to the public are greater than the costs to the public.

Pursuant to the Ordinance executed by the County on May 16, 2017, the Company has agreed to acquire, expand and equip by construction, lease-purchase, lease or otherwise, a the construction and up-fitting of a facility to be used by students and faculty of Clemson University (the "Facility") which will be located in the County, which will consist of the acquisition, construction, installation, expansion, improvement, design and engineering, in phases, of additional or improved machinery and equipment, buildings, improvements or fixtures which will constitute the project (the "Project"). The Project in the Park (as hereinafter defined) in the County involves an initial new taxable investment of at least \$60,000,000 in the County within the Investment Period and the \$60,000,000 level of investment in Economic Development Property (hereinafter defined) shall be maintained for the term of the Fee Agreement, all being maintained in accordance with the Act.

Pursuant to an Ordinance adopted on May 16, 2017 (the "Fee Ordinance"), as an inducement to the Company to develop the Project and at the Company's request, the County Council, *inter alia*, 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.

ARTICLE I

DEFINITIONS

The terms defined in this Article shall for all purposes of this Fee Agreement have the meaning herein specified, unless the context clearly requires otherwise.

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

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

"Authorized County Representative" shall mean the Administrator of the County or his/her designee as evidenced by a written certificate of the County Administrator (hereinafter defined).

"Chair" shall mean the Chair of the County Council of Oconee County, South Carolina

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

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

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

"Company" shall mean Epoch Clemson, LLC, a limited liability company organized under the laws of the State of Delaware and duly qualified to transact business in the State.

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

"County Administrator" shall mean the Administrator of Oconee County, South Carolina.

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

"Diminution of Value" in respect of any Phase of the Project shall mean any reduction in the value based on original fair market value as determined in Step 1 of Section 4.1 of this Fee Agreement, of the items which constitute a part of the Phase which may be caused by (i) the Company's removal of equipment pursuant to Section 4.6 of this 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 tangible Real Property, Improvements and Equipment, as defined herein, comprising the Project which are eligible for inclusion as economic development property under the Act, become subject to the Fee Agreement, and which are identified by the Company in connection with its required annual filing of a SCDOR PT-100, PT-300 or comparable form with the South Carolina Department of Revenue and Taxation (as such filing may be amended from time to time) for each year within the Investment Period. Title to all Economic Development Property shall at all times remain vested in the Company.

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

"Event of Default" shall mean any Event of Default specified in Section 4.13 of this Fee Agreement.

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

"Fee Agreement" shall mean this Fee 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 Revenues" shall mean the payments in lieu of taxes which the Company is obligated to pay to the County for the Project in the Park pursuant to Section 4.1 hereof.

"Improvements" shall mean improvements, together with any and all additions, accessions, replacements and substitutions thereto or therefor, but only to the extent such additions, accessions, replacements, and substitutions are deemed to become part of the Project under the terms of this Fee Agreement.

"Investment Period" shall mean the period commencing January 1, 2017, and ending on December 31, 2022.

"Minimum Investment" shall mean that the Company shall invest in Economic Development Property under and pursuant to the Fee Agreement not less than Sixty Million Dollars (\$60,000,000) in qualifying, new taxable investment in the Project by the end of the Investment Period, and that \$60,000,000 of investment shall be maintained for the first seven (7) years of the term of this Fee Agreement, and then at least \$45,000,000 of the investment shall be maintained for the remainder of the term of the Fee Agreement, all without regard to depreciation, all being made and maintained in accordance with the Act.

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

"Park Agreement" shall mean the Agreement for Development of an Industrial/Business Park for the Park between the County and Pickens County dated June 5, 2017, as amended from time to time.

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

"Phase Termination Date" shall mean with respect to each Phase of the Project the day twenty years after each such Phase of the Project becomes subject to the terms of this Fee Agreement. Anything contained herein to the contrary notwithstanding, the last Phase Termination Date shall be no later than the later of: (a) December 31, 2042 or December 31, 2047, if an additional extension of time in which to complete the Project is hereinafter granted in writing by the County pursuant to Section 12-44-30(13) of the Act, and utilized by the Company by making the required investments, 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 Company under Section 12-44-30(21) of the Act, as amended, but only if the County subsequently agrees to such a maximum number of years exceeding twenty and such agreement is approved by the County Council and reduced to writing.

"Project" shall mean the Improvements and Equipment, together with the acquisition, construction, installation, design and engineering thereof, in phases, which shall constitute expansions or improvements of the Facility, and any Real Property which qualifies as Economic Development Property under the Act and becomes part of the Project pursuant to the provisions of this Agreement. The Project involves an initial investment of sufficient sums to qualify as a Project under the Act.

"Real Property" shall mean the real property described in Exhibit A attached hereto, together with all and singular the rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto and at which the Improvements and Equipment that comprises part of the Project under the terms of this Fee Agreement is located, as well as any real property which, itself, qualifies as part of the Project, as set forth herein.

"Removed Components" shall mean the following types of components or Phases of the Project or portions thereof, all of which the Company shall be entitled to remove from the Project with the result that the same shall no longer be subject to the terms of the Fee Agreement:

(a) components or Phases of the Project or portions thereof which the Company, in its sole discretion, determines to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable or unnecessary; or (b) components or Phases of the Project or portions thereof which the Company in its sole discretion, elects to remove pursuant to Section 4.7(c) or Section 4.8(b)(iii) of this Fee Agreement.

"Replacement Property" shall mean any property which is placed in service as a replacement pursuant to Section 4.4 hereof for any item of Equipment or any Improvement which is scrapped or sold by the Company and treated as a Removed Component under Section 4.7 hereof regardless of whether such property serves the same function as the property it is replacing and regardless of whether more than one piece of property replaces any item of Equipment or any Improvement.

“Special Source Credit” shall mean the credit against the fee in lieu of tax payments to be made by the Company to the County as authorized by Section 4-1-175 of the Code and Section 4.18 hereof.

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

ARTICLE II

REPRESENTATIONS AND WARRANTIES

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

(a) The County is a body politic and corporate and a political subdivision of the State which acts through the County Council as its governing body and by the provisions of the Act is authorized and empowered 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 Project, as represented by the Company to the County, constitutes a "project" within the meaning of the Act.

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

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

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

(a) The Company is duly organized and in good standing under the laws of the State of Delaware, is qualified to do business in the State, 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 Company's execution and delivery of this Fee Agreement and its compliance with the provisions hereof will not result in a default, not waived or cured, under any company restriction or any agreement or instrument to which the Company is now a party or by which it is bound.

(c) The Company intends to operate the Project as a "Project" within the meaning of the Act as in effect on the date hereof. The Company intends to operate the Project for the purpose of the construction and up-fitting of a facility to be used by students and faculty of Clemson University and other legal activities and functions with respect thereto, and for such other purposes permitted under the Act as the Company may deem appropriate.

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

(e) The Company anticipates that the cost of the project will be at least \$60,000,000 in qualifying new taxable investment in eligible, Economic Development Property in the County

within the Investment Period. The Company understands that the Company must invest not less than Sixty Million Dollars (\$60,000,000) in Economic Development Property subject to the fee in the Project by the end of the Investment Period , which investment will be maintained, without regard to depreciation, for not less than the first seven (7) years of the term of this Agreement, with not less than Forty-Five Million Dollars (\$45,000,000) of that new investment, without regard to depreciation, being maintained for the remaining term of the Fee Agreement, or lose the benefits of this Agreement retroactively to the outset, with interest and repayment due to the County for both FILOT payments and Special Source Credit, as though the Minimum Investment requirements of the Act had not been met.

ARTICLE III

COMMENCEMENT AND COMPLETION OF THE PROJECT

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

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

Section 3.2 Diligent Completion. The Company agrees to use its reasonable efforts to cause the acquisition, construction and installation of the Project to be completed as soon as

practicable, but in any event on or prior to December 31, 2022, or, if not less than \$60,000,000 has been invested in taxable Economic Development Property on or prior to December 31, 2022, then the County may agree to an extension of the investment period hereof by resolution. Anything contained in this Agreement to the contrary notwithstanding, the Company shall not be obligated to complete the acquisition of the Project in the event that it pays all amounts due from and by it under the terms of this Fee Agreement, and provided that the Company may lose the benefit of this Fee Agreement if it does not complete the Project, and may owe repayment to the County under the terms hereof in certain such circumstances.

Section 3.3. Filings

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

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

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

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

ARTICLE IV

PAYMENTS IN LIEU OF TAXES

Section 4.1 Negotiated Payments. Pursuant to Section 12-44-50 of the Act, the Company is required to make payments in lieu of ad valorem taxes to the County with respect to the Project. Inasmuch as the Company anticipates the Project will involve an initial investment of sufficient sums to qualify to enter into a fee in lieu of tax ("FILOT") arrangement under Section 12-44-50(A)(1) of the Act, and to meet the investment representations of Section 2.2(f), hereof, the County and the Company have negotiated the amount of the payments in lieu of taxes in accordance therewith. In accordance therewith, the Company shall make payments in lieu of ad valorem taxes on all Economic Development Property which comprises the Project and is placed in service, as follows: the Company 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, 2022, in non-exempt Economic Development Property, said payments to be made annually and to be due and payable and subject to penalty assessments on the same dates and in the same manner as prescribed by the County for ad valorem taxes. The amount of such annual payments in lieu of taxes shall be determined by the following procedure (subject, in any event, to the required procedures under the Act):

- Step 1: Determine the fair market value of the Phase of the Project placed in service in any given year for such year and for the following 19 years using the original income tax basis for State income tax purposes less depreciation for each year allowable to the Company for any personal property as determined in accordance with Title 12 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 Company under State law, if the property were taxable, except those exemptions specifically disallowed under Section 12-44-50(A)(2) of the Act, as amended and in effect on December 31 of the year in which each Phase becomes subject to the Fee Agreement.
- Step 2: Apply an assessment ratio of six percent (6%) to the fair market value as determined for each year in Step 1 to establish the taxable value of each Phase of the Project in the year it is placed in service and in each of the nineteen years thereafter or such longer period of years that the annual fee payment is permitted to be made by the Company under the Act, as amended, if the County approves, in writing, the use of such longer period created by any such amendment.
- Step 3: Multiply the taxable values, from Step 2, by the millage rate in effect for all taxing entities for the Project site on July 1, 2016, which the parties believe to be 215 mils (which millage rate shall remain fixed for the term of this Fee Agreement), to determine the amount of the payments in lieu of taxes which would be due in each of the twenty years listed on the payment dates prescribed by the County for such payments, or such longer period of years that the County may subsequently agree, in writing, that the annual fee payment is permitted to be made by the Company under the Act, as amended.

Subject to the terms and provisions herein contained and with the consent of the County, with respect to each Phase, this Agreement shall be and remain in full force and effect for a term commencing on the date hereof, and ending at midnight on December 31 of the year which is the nineteenth (19th) year following the first year in which each Phase is placed in service, unless

sooner terminated as herein permitted; provided that, if at the expiration of the term of this Agreement payment of all FILOT Payments under this Section 4.01 relating to the operation of the Project during such term have not been made, such term shall expire on such later date as such payments shall have been made in full or so provided for; provided, further; that such extension of such term shall not increase the number of FILOT Payments for which the Company qualifies under this Section.

In the event that it is determined by a final order of a court of competent jurisdiction or by agreement of the parties that the minimum payment in lieu of taxes applicable to this transaction is to be calculated differently than described above, the payment shall be reset at the minimum permitted level so determined, but never lower than the level described in this Agreement for the investment in the Project without the express, written consent of the County.

In the event that the Act and/or the above-described payments in lieu of taxes are declared invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions that such payments be reformed so as to most closely effectuate the legal, valid, and enforceable intent thereof and so as to afford the Company with the benefits to be derived herefrom, it being the intention of the County to offer the Company a strong inducement to locate the Project in the County. If the Project is deemed to be subject to ad valorem taxation, the payment in lieu of ad valorem taxes to be paid to the County by the Company shall become equal to the amount which would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the Project did not constitute Economic Development Property under the Act, but with appropriate reductions equivalent to all tax

exemptions which would be afforded to the Company if the Project was 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 Company, with respect to a year or years for which payments in lieu of ad valorem taxes have been previously remitted by the Company to the County hereunder, shall be reduced by the actual amount of payments in lieu of ad valorem taxes already made by the Company with respect to the Project pursuant to the terms hereof.

Section 4.2 Cost of Completion. In the event that the cost of completion of the Project has not exceeded \$60,000,000 in non-exempt Economic Development Property, as required under Section 12-44-30(13) of the Act by December 31, 2022, at the Project in the Park by that date, then beginning with the next payment due, the payment in lieu of ad valorem taxes to be paid to the County by the Company shall become equal to the amount as would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the items of property comprising the Project were not Economic Development Property, but with appropriate reductions equivalent to all tax exemptions which would be afforded to the Company in such a case, and the Investment Period will be terminated at that point. In addition to the foregoing, the Company shall pay to the County an amount which is equal to the excess, if any, of (i) the total amount of ad valorem taxes that would have been payable to the County with respect to the Project through and including 2021 using the calculations described in this Section, over, (ii) the total net amount of payments in lieu of ad valorem taxes actually made by the Company with respect to the Project through and including 2021. Any amounts determined owing pursuant to the foregoing sentence shall be subject to interest as provided in the Act. Further,

in the event, thereafter, that the investment in the Project, without regard to depreciation falls below \$60,000,000 during the first seven (7) years of the term of this Agreement, or below \$45,000,000, during the remainder of the term that this Fee Agreement is in effect, the payment in lieu of ad valorem taxes to be paid to the County by the Company for the duration of this Fee Agreement from that point forward shall become equal to the amount as would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the items of property comprising the Project were not Economic Development Property, but with appropriate reductions equivalent to all tax exemptions which would be afforded to the Company in such a case, and the Investment Period and Special Source Revenue Credit will be terminated at those respective points at which the investment in the Project, without regard to depreciation, falls below such \$60,000,000 or \$45,000,000, and the provisions of Section 2.2(e), hereof, shall apply.

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

- (i) to the extent that the income tax basis of the Replacement Property (the "Replacement Value") is less than or equal to the original income tax basis of the Removed Components (the "Original Value") the amount of the payments in lieu of taxes to be made by the Company with respect to such Replacement Property shall

be calculated in accordance with Section 4.1 hereof; provided, however, in making such calculations, the cost to be used in Step 1 of Section 4.1 shall be equal to the lesser of (x) the Replacement Value and (y) the Original Value, and the number of annual payments to be made with respect to the Replacement Property shall be equal to twenty (20) (or, if greater, pursuant to subsequent written agreement with the County, the maximum number of years for which the annual fee payments are available to the Company for each portion of the Project under the Act, as amended) minus the number of annual payments which have been made with respect to the Removed Components; and provided, further, however, that in the event a varying number of annual payments have been made with respect to such Removed Components as a result of such Removed Components being included within more than one Phase of the Project, then the number of annual payments which shall be deemed to have been made shall be the greater of such number of annual payments; and

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

Section 4.4 Reductions in Payments of Taxes Upon Removal, Condemnation or Casualty. In the event of a Diminution in Value of any Phase of the Project, the payment in lieu of

taxes with regard to that Phase of the Project shall be reduced in the same proportion as the amount of such Diminution in Value bears to the original fair market value of that Phase of the Project as determined pursuant to Step 1 of Section 4.1 hereof; subject, always, however to the terms and provisions of Section 4.2 hereof.

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

Section 4.6 Removal of Equipment. Provided that no Event of Default shall have occurred and be continuing under this Fee Agreement, and subject to Section 4.2 and Section 4.4, hereof, the Company 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 Company, in its sole discretion, determines to be inadequate, obsolete, uneconomic, worn-out, damaged, unsuitable, undesirable or unnecessary; or (c) components or Phases of the Project or portions thereof which the Company, in its sole discretion, elects to remove pursuant to Section 4.7(c) or Section 4.8(b)(iii) hereof. The Company shall provide annual written notice to the County of the Removed Components in conjunction with the filing of the PT300 property tax form.

Section 4.7 Damage or Destruction of Project.

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

(b) Election to Rebuild. In the event the Real Property in which the project is located is damaged by fire, explosion, or any other casualty, and if the Company does not elect to terminate this Agreement, the Company may commence to restore the Project with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Company, subject to the provisions of Section 4.2 and 4.4, hereof. Subject to the terms and provisions of this Agreement, all such restorations and replacements shall be considered substitutions of the destroyed portions of the Project and shall be considered part of the Project for all purposes hereof, including, but not limited to any amounts due by the Company to the County under Section 4.1 hereof.

(c) Election to Remove. In the event the Company elects not to terminate this Agreement pursuant to subsection (a) and elects not to rebuild pursuant to subsection (b), the damaged portions of the Project shall be treated as Removed Components, subject to Section 4.2 and Section 4.4 hereof.

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 Real Property shall

be taken rendering continued occupancy of the Project commercially infeasible in the judgment of the Company, the Company shall have the option to terminate this Fee Agreement as of the time of vesting of title by sending written notice to the County within a reasonable period of time following such vesting.

(b) Partial Taking. In the event of a partial taking of the Real Property or a transfer in lieu thereof, and subject to Section 4.2 and Section 4.4, hereof, the Company may elect: (i) to terminate this Fee Agreement; (ii) to repair and restore the Project, with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Company; or (iii) to treat the portions of the Project so taken as Removed Components.

Section 4.9 Maintenance of Existence. The Company agrees (i) that it shall not take any action which will materially impair the maintenance of its company existence and (ii) that it will maintain its good standing under all applicable provisions of State law. Provided, however, the Company may merge with or be acquired by another company so long as the surviving Company has a net asset value equal to or greater than that of the Company's net asset value.

Section 4.10 Indemnification Covenants. The Company shall and agrees to indemnify and save the County, its employees, officers, and agents (the "Indemnified Parties") harmless against and from all claims by or on behalf of any person, firm or corporation arising from the County's entry into this Agreement. The Company shall indemnify and save the Indemnified Parties harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon, and upon

notice from the County; the Company shall defend them in any such action, prosecution or proceeding with legal counsel reasonably acceptable to the Indemnified Parties.

Section 4.11 Confidentiality/Limitation on Access to Project. The County acknowledges and understands that the Company utilizes confidential and proprietary "state of the art" equipment and techniques and that any disclosure of any information relating to such equipment or techniques, including but not limited to disclosures of financial or other information concerning the Company's operations could result in substantial harm to the Company and could thereby have a significant detrimental impact on the Company's employees and also upon the County. Therefore, the County agrees that, except as required by law or pursuant to the County's police powers, 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; or (ii) shall request or be entitled to inspect the Project, the Facility or any property associated therewith; provided, however, that if an Event of Default shall have occurred and be continuing hereunder, the County shall be entitled to inspect the Project provided they shall comply with the remaining provisions of this Section; and, the County (iii) shall use its best, good faith efforts to not knowingly and intentionally disclose or otherwise divulge any such confidential or proprietary information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by State law. Notwithstanding the expectation that the County will not have any confidential or proprietary information of the Company, if the Company does provide such information to the County, if the Company will clearly and conspicuously mark such information as "Confidential" or "Proprietary", or both, then, in that event, prior to disclosing any confidential or proprietary information or

allowing inspections of the Project, the Facility or any property associated therewith, the Company 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 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 Company with the prior consent of the County, which consent will not unreasonably be withheld, so long as such assignment or sublease is made in compliance with Section 12-44-120 of the Act.

Section 4.13 Events of Default. In addition to the specific events of default noted elsewhere herein, as to investment and job creation requirements, the following shall be "Events of Default" under this Fee Agreement, and the term "Events of Default" shall mean, whenever used with reference to this Fee Agreement, any one or more of the following occurrences:

(a) Failure by the Company to make, upon levy, the payments in lieu of taxes described in Section 4.1 hereof; provided, however, that the Company shall be entitled to all redemption rights granted by applicable statutes; or

(b) Failure by the Company to perform any of the material terms, conditions, obligations or covenants of the Company hereunder, other than those already noted in this Section 4.13 which failure shall continue for a period of ninety (90) days after written notice from the County to the Company specifying such failure and requesting that it be remedied, unless the County shall agree in writing to an extension of such time prior to its expiration.

Section 4.14 Remedies on Default. Whenever any Event of Default shall have occurred and shall be continuing, the County may take any one or more of the following remedial actions:

- (a) Terminate the Fee Agreement or Special Source Revenue Credit or both; or
- (b) Take whatever action at law or in equity may appear necessary or desirable to collect the other amounts due and thereafter to become due or to enforce performance and observance of any obligation, agreement or covenant of the Company under this Fee Agreement, including, without limitation, those actions previously specified in this Agreement.

Section 4.15 Remedies Not Exclusive. No remedy conferred upon or reserved to the County under this Fee Agreement is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other lawful remedy now or hereafter existing. No delay or omission to exercise any right or power accruing upon any continuing default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the County to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as may be herein expressly required and such notice required at law or equity which the Company is not competent to waive.

Section 4.16 Reimbursement of Legal Fees and Expenses. The Company agrees to reimburse or otherwise pay, on behalf of the County, any and all expenses not hereinbefore mentioned incurred by the County in connection with the Project. Further if the Company shall default under any of the provisions of this Fee Agreement and the County shall employ attorneys or

incur other reasonable expenses for the collection of payments due hereunder or for the enforcement of performance or observance of any obligation or agreement on the part of the Company contained herein, the Company will, within thirty (30) days of demand therefor, reimburse the reasonable fees of such attorneys and such other reasonable expenses so incurred by the County.

Section 4.17 No Waiver. No failure or delay on the part of the County in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. No waiver of any provision hereof shall be effective unless the same shall be in writing and signed by the County.

Section 4.18 Special Source Credit. The County agrees that the Company shall be entitled to a Special Source Credit, to be taken as a set off against the FILOT payments for the Project in the Park owed, pursuant to Section 4.1, hereof, in each of seven (7) consecutive years of such FILOT payments, in an annual amount equal to Forty-one and 5/10ths percent (41.5%) of the net FILOT payments (after payment of the MCIP partner county fee) generated by the Project in the Park commencing in the property tax year in which the total new, taxable investment of the Company in the Project equals or exceeds \$60,000,000 and continuing for the next six (6) years thereafter, but not to exceed the actual cost of the Infrastructure including the payment made by the Company, totally or in any given year.

Provided, if the Company invests a total (inclusive of the afore stated Sixty Million Dollars (\$60,000,000) in the Project in new taxable investment by the end of the Investment Period, the

County agrees to the Special Source Revenue Credit of forty-one and 5/10ths percent (41.5%) of the Company's fee in lieu of tax liability for the Project in the Park for the seven consecutive tax years beginning with the fee payment due on or before January 15, 2019.

The Special Source Revenue Credit may be taken by the Company only to the extent that the Company has invested in qualifying improvements ("Qualified Improvements") as defined in Section 12-44-70 of the Act and Section 4-29-68(A)(2) of the South Carolina Code of Laws, 1976, as amended. The Company shall be responsible for certifying to the County the amount of Qualified Improvements in which the Company has invested. Based on this certification, the Treasurer of the County shall display and subtract the Special Source Credit from the fee in lieu of tax payment statement sent to the Company for the duration of the Special Source Credit as set forth above. At no time shall the aggregate of Special Source Credit received by the Company exceed the certified amount of Qualified Improvements. Should the Company fail to maintain the levels of investment in Economic Development Property, without regard to depreciation as described in Section 4.2 hereof during the term of this Agreement, the Company shall lose the benefit of any Special Source Credit granted pursuant to this Section 4.18 from the point at which such failure occurs and going forward.

ARTICLE V

MISCELLANEOUS

Section 5.1 Notices. Any notice, election, demand, request or other communication to be provided under this Fee Agreement shall be effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested,

postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

AS TO THE COUNTY: Oconee County, South Carolina
415 South Pine Street
Walhalla, South Carolina 29691
Attention: County Administrator

AS TO THE COMPANY: Epoch Clemson, LLC
1000 West Morehead St. Suite 150
Charlotte, North Carolina 29208
Attention: Hal Grayson

WITH A COPY TO: J. Wesley Crum, III P.A.
233 North Main St., Suite 200F
Greenville, South Carolina 29601

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

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

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

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

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

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

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

Section 5.9 Limited Obligation. ANY OBLIGATION OF THE COUNTY CREATED BY OR ARISING OUT OF THIS FEE AGREEMENT SHALL BE A LIMITED OBLIGATION

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

Section 5.10 Force Majeure. To the extent recognized by the Act, and except for payment of the fees in lieu of taxes under Section 4.1, hereof, the Company shall not be responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fire, floods, inability to obtain materials, conditions arising from government orders or regulations, war or national emergency, acts of God, and any other similar cause, beyond Company's reasonable control.

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

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Edda Cammick, Chair of County Council
Oconee County, South Carolina

ATTEST:

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

WITNESSES:

EPOCH CLEMSON, LLC

By: _____

EXHIBIT A

Approximately 57.53 acres located on Jacobs Rd near Hwy 123 in Oconee County SC consisting of Tax Map #s: 27-00-01-002 and 27-00-01-030.

Tract 1:

All that tract or parcel of land lying and being in Oconee County, South Carolina, being shown and designated as 1.552 acres, more or less, on a survey prepared for CVRW, LLC, prepared by Lavender, Smith & Associates, Inc., dated July 28, 2014, recorded September 10, 2014, as more particularly depicted on a plat recorded in Plat Book B478, Page 10, in the Register of Deeds for Oconee County, South Carolina, which plat is incorporated herein by reference hereto.

Tract 2:

All that tract or parcel of land lying and being in Oconee County, South Carolina, being shown and designated as 56.584 acres, more or less, on a survey entitled ALTA/ACSM Land Title Survey for Clemson Village 2, LLC, prepared by Freeland & Associates, Inc., dated March 3, 2014, recorded September 17, 2014, as more particularly depicted on a plat recorded in Plat Book B479, Page 6, in the Register of Deeds for Oconee County, South Carolina, which plat is incorporated herein by reference hereto.

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

AGREEMENT FOR DEVELOPMENT
FOR JOINT COUNTY INDUSTRIAL/BUSINESS
PARK (EPOCH CLEMSON, LLC)

THIS AGREEMENT for the development of a joint county industrial/business park to be located within Oconee County, South Carolina ("Oconee County") is made and entered into as of the 5th day of June, 2017 by and between Oconee County and Pickens County, South Carolina ("Pickens County").

RECITALS

WHEREAS, Oconee County, South Carolina and Pickens County have determined that, in order to promote economic development and thus provide additional employment opportunities, there should be established in Oconee County, a Joint County Industrial and Business Park (Epoch Clemson, LLC) (the "Park"); and

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

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

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

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

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

3. Location of the Park.

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

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

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

(D) Notwithstanding the foregoing, for a period of five (5) years commencing with the later of the effective date of this Agreement or the effective date of the expansion of the boundaries of the Park to include such parcel, the boundaries of the Park shall not be diminished so as to exclude therefrom any parcel or real estate without the consent of the owner and the Counties and, if applicable, lessee of such parcel; and this sentence of this Agreement may not be modified or deleted herefrom for a period of five (5) years commencing with the effective date hereof, except as provided in Section 10 below.

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

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

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

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

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

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

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

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

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

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

11. **Tax Credits.** The maximum tax credits allowable by Section 12-6-3360 of the Code of Laws of South Carolina, 1976, as amended or any successor statute, will apply to any business enterprise locating in the Park.

12. **Payment of Fees.** Any business enterprise locating in the Park shall pay a fee-in-lieu of ad valorem taxes as provided for in the Agreement, Article VIII Section 13 of the South Carolina Constitution and the Act. The user fee paid in lieu of ad valorem taxes shall be paid to the county treasurer for the County in which the premises is located. That portion of the fees from the Park premises allocated pursuant to the Agreement to Pickens County shall be paid by the Oconee County Treasurer to the Pickens County Treasurer within fifteen (15) business days following the end of the calendar quarter of receipt for distribution, and such distribution shall be made in accordance with this Agreement. Payments shall be made by a business or industrial

enterprise on or before the due date for taxes for a particular year. Penalties for late payment will be at the same rate and at the same times as for late tax payment. Any late payment beyond said date will accrue interest at the rate of statutory judgment interest. Oconee County, acting by and through the county tax collector for the county where the premises is located, shall maintain all liens and rights to foreclose upon liens provided for counties in the collection of ad valorem taxes.

13. **Development of Park.** The administration, development, promotion, and operation of the Park shall be the responsibility of the county in which each premises of the Park is located. Provided, that to the extent any Park premises is owned by a private developer, the developer shall be responsible for development expenses as contained in this Agreement.

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

15. **Law Enforcement Jurisdiction.** The Oconee County Sheriff's Department will have initial jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park premises and fire, sewer, water and EMS service will be provided by the service district or other political unit within whose jurisdiction the Park premises are located.

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

17. **Termination.** Notwithstanding any provision of this Agreement to the contrary, Oconee County and Pickens County agree that this Agreement may not be terminated by either party, unilaterally, until after December 31, 2030, but may be terminated, unilaterally, by either party thereafter.

[SIGNATURE PAGES FOLLOW]

WITNESS our hands and seals this 16th day of May 2017

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Edda Cammick, Chair of County Council
Oconee County, South Carolina

ATTEST:

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

And this 5th day of June 2017.

PICKENS COUNTY, SOUTH CAROLINA

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

ATTEST:

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

**EXHIBIT A
LAND DESCRIPTION
OCONEE COUNTY**

Epoch Clemson, LLC
(also known as Project Entry)

Tract 1:

All that tract or parcel of land lying and being in Oconee County, South Carolina, being shown and designated as 1.552 acres, more or less, on a survey prepared for CVRW, LLC, prepared by Lavender, Smith & Associates, Inc., dated July 28, 2014, recorded September 10, 2014, as more particularly depicted on a plat recorded in Plat Book B478, Page 10, in the Register of Deeds for Oconee County, South Carolina, which plat is incorporated herein by reference hereto.

Tract 2:

All that tract or parcel of land lying and being in Oconee County, South Carolina, being shown and designated as 56.584 acres, more or less, on a survey entitled ALTA/ACSM Land Title Survey for Clemson Village 2, LLC, prepared by Freeland & Associates, Inc., dated March 3, 2014, recorded September 17, 2014, as more particularly depicted on a plat recorded in Plat Book B479, Page 6, in the Register of Deeds for Oconee County, South Carolina, which plat is incorporated herein by reference hereto.

OCONEE COUNTY
SOUTH CAROLNA
ORDINANCE NO. 2017-08

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND ITRON, INC.; AND OTHER MATTERS RELATING THERETO INCLUDING, WITHOUT LIMITATION, PAYMENT OF A FEE IN LIEU OF TAXES

WHEREAS, Oconee County, South Carolina (the "County"), acting by and through its County Council (the "County Council"), is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 (the "Act") of the Code of Laws of South Carolina, 1976, as amended (the "Code"), to acquire, construct, or cause to be acquired or constructed by lease or otherwise, properties (which such properties constitute "projects" as defined in the Act) and to enter into agreements with any industry or business providing for the construction, operation, maintenance and improvement of such projects; to enter into or allow financing agreements with respect to such projects; to provide for payment of a fee in lieu of taxes pursuant to the Act; and, to accept any grants for such projects through which powers the industrial development of the State of South Carolina (the "State") and will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ the manpower, agricultural products and natural resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

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

WHEREAS, Itron, Inc., a corporation duly incorporated under the laws of the State of Washington (the "Company"), has requested the County to participate in executing an Inducement Resolution and Millage Rate Agreement, and a Fee Agreement pursuant to the Act for the purpose of authorizing and of acquiring and expanding, by construction and purchase, certain land, a building or buildings, and machinery, apparati, and equipment, for the purpose of the development of a facility which manufactures electronic meters and products in which the minimum level of taxable investment is not less than Eight Million Dollars (\$8,000,000) in qualifying fee in lieu of tax investment by the end of the fifth (5th) year following the year of execution of the Fee Agreement, all as more fully set forth in the Fee Agreement attached hereto; and

WHEREAS, the County has determined that the Project would benefit the general public welfare of the County by providing service, employment, recreation or other public benefits not otherwise provided locally; and, that the Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against the general credit or taxing power of either; and, that the purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes; and, that the

inducement of the location or expansion of the Project within the County and State is of paramount importance; and, that the benefits of the Project will be greater than the costs; and

WHEREAS, the County has determined on the basis of the information supplied to it by the Company that the Project would be a "project" as that term is defined in the Act and that the Project would subserve the purposes of the Act; and

WHEREAS, the County Council has previously determined to enter into and execute the aforesaid Inducement Resolution, and a Fee Agreement and to that end has, by its Inducement Resolution adopted on April 18, 2017, authorized the execution of a Fee Agreement, which included a Millage Rate Agreement, and, will by this County Council Ordinance, authorize such fee in lieu of tax agreement (the "Fee Agreement"); and

WHEREAS, the County Council has caused to be prepared and presented to this meeting the form of the Fee Agreement by and between the County and the Company which includes the agreement for payment of a payment in lieu of tax; and

WHEREAS, it appears that the instrument above referred to, which is now before this meeting, is in appropriate form and is an appropriate instrument to be executed and delivered by the County for the purposes intended; and

WHEREAS, the Project site is already located in a joint county industrial and business park with Pickens County.

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

Section 1. In order to promote industry, develop trade and utilize and employ the manpower, agricultural products and natural resources of the State by assisting the Company to expand a manufacturing facility in the State, and acquire by acquisition or construction a building or buildings and various machinery, apparati, and equipment, all as a part of the Project to be utilized for the purpose of a facility which manufactures electronic meters and products, the execution and delivery of a Fee Agreement with the Company for the Project is hereby authorized, ratified and approved.

Section 2. It is hereby found, determined and declared by the County Council, as follows:

(a) Based solely upon representations of the Company, the Project will constitute a "project" as said term is referred to and defined in the Act, and the County's actions herein will subserve the purposes and in all respects conform to the provisions and requirements of the Act;

(b) The Project and the payments in lieu of taxes set forth herein are beneficial to the County;

(c) The terms and provisions of the Inducement Resolution are hereby incorporated herein and made a part hereof;

(d) The Project will benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally;

(e) The Project and the Fee Agreement give rise to no pecuniary liability of the County or incorporated municipality or a charge against the general credit or taxing power of either;

(f) The purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes;

(g) The inducement of the location or expansion of the Project within the County and State is of paramount importance; and,

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

Section 3. The form, terms and provisions of the Fee Agreement, including, without limitation, the millage rate agreement, presented to this meeting and filed with the Clerk of the County Council be and they are hereby approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Fee Agreement were set out in this Ordinance in its entirety. The Chair of County Council and the Clerk of the County Council be and they are hereby authorized, empowered and directed to execute, acknowledge and deliver the Fee Agreement in the name and on behalf of the County, and thereupon to cause the Fee Agreement to be delivered to the Company. The Fee Agreement is to be in substantially the form now before this meeting and hereby approved, or with such minor changes therein as shall not be materially adverse to the County and as shall be approved by the officials of the County executing the same, upon the advice of counsel to the County, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of Fee Agreement now before this meeting.

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

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

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

Section 7. The County hereby agrees to waive, to the full extent allowed by law, the requirements of Section 12-44-55 of the Act with regard to the Fee Agreement for the Project, to the extent and so long as the Company makes and continues to make all filings required by the Act and provide copies thereof to the County.

Passed and approved this ____th day of _____ 2017.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Edda Cammick, Chair of County Council
Oconee County, South Carolina

ATTEST:

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

First Reading: April 18, 2017
Second Reading: May 2, 2017
Public Hearing: May 16, 2017
Third Reading: May 16, 2017

FEE AGREEMENT

between

OCONEE COUNTY, SOUTH CAROLINA

and

ITRON, INC.

a State of Washington corporation

Dated as of May 1, 2017

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

Prepared by J. Wesley Crum, III P.A.

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FEE AGREEMENT

THIS FEE AGREEMENT (this "Fee Agreement") is made and entered into as of May 1, 2017, 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 ITRON, INC. (the "Company"), a corporation duly incorporated and existing under the laws of the State of Washington.

WITNESSETH:

Recitals.

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

Pursuant to the Act, the County finds that (a) the Project (as defined herein) is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefit not otherwise adequately provided locally; (b) the Project gives rise to no pecuniary liability of the County or incorporated municipality and to no charge against its general credit or taxing power; (c) the purposes to be accomplished by the Project are proper governmental and public purposes; and (d) the cost benefit analysis required by Section 12-44-40(H)(1)(c)

demonstrates the benefits of the Project to the public are clearly greater than the costs of the Project to the public.

Pursuant to an Inducement Resolution executed by the County on April 18, 2017 (referred to herein as the "Inducement Resolution"), the Company has agreed to expand, acquire and equip by construction, lease-purchase, lease or otherwise a facility for the manufacture of electric meters and products (the "Facility") which is located in the County, which would consist of the acquisition, construction, installation, expansion, improvement, design and engineering, in phases, of additional or improved machinery and equipment, buildings, improvements or fixtures which will constitute the project (the "Project"). The Project in the Park (as hereinafter defined) involves an initial taxable investment of at least \$8,000,000 in qualifying Economic Development Property (hereinafter defined) in the County.

Pursuant to an Ordinance adopted on May 16, 2017, the County Council authorized the County to execute and deliver this Fee Agreement.

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

ARTICLE I

DEFINITIONS

The terms defined in this Article shall for all purposes of this Fee Agreement have the meaning herein specified, unless the context clearly requires otherwise.

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

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

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

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

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

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

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

"Company" shall mean Itron, Inc., a Washington corporation duly qualified to transact business in the State.

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

"County Administrator" shall mean the Administrator of Oconee County, South Carolina.

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

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

"Diminution of Value" in respect of any Phase of the Project shall mean any reduction in the value based on original fair market value as determined in Step 1 of Section 4.1 of this Fee Agreement, of the items which constitute a part of the Phase which may be caused by (i) the Company's removal of equipment pursuant to Section 4.6 of this 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/or tangible personal property comprising the Project which are eligible for inclusion as economic development property under the Act, become subject to the Fee Agreement, and which are identified by the Company in connection with its required annual filing of a SCDOR PT-100, PT-300 or comparable form with

the South Carolina Department of Revenue (as such filing may be amended from time to time) for each year within the Investment Period. Title to all Economic Development Property shall at all times remain vested in the Company.

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

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

"Facility" shall mean the Company's manufacturing facilities located on the Real Property.

"Fee Agreement" shall mean this Fee 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.

"Improvements" shall mean improvements, together with any and all additions, accessions, replacements and substitutions thereto or therefor, but only to the extent such additions, accessions, replacements, and substitutions are deemed to become part of the Project under the terms of this Fee Agreement.

"Inducement Resolution" shall mean the resolution of the County Council adopted on April 18, 2017, authorizing the County to enter into the Fee Agreement.

"Investment Period" shall mean the period commencing January 1, 2017 and ending on December 31, 2022, unless otherwise extended by the County.

“Minimum Investment” shall mean that the Company shall be allowed to invest under and pursuant to the Fee Agreement not less than Eight Million Dollars (\$8,000,000) in qualifying, taxable investment by the end of the fifth (5th) year after the year of execution of the Fee Agreement and being maintained in accordance with the Act.

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

“Park Agreement” shall mean the Agreement for Development of an Industrial/Business Park for Oconee County and Pickens County, as amended from time to time.

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

"Phase Termination Date" shall mean with respect to each Phase of the Project the day thirty years after each such Phase of the Project becomes subject to the terms of this Fee Agreement. Anything contained herein to the contrary notwithstanding, the last Phase Termination Date shall be no later than December 31, 2052 or December 31, 2057, if an extension of time in which to complete the Project is granted by the County at its discretion pursuant to Section 12-44-30(13) of the Act.

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

"Real Property" shall mean the real property described in Exhibit A, together with all and singular the rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto to the extent such shall become a part of the Project under the terms of this Fee Agreement; all Improvements now or hereafter situated thereon; and all fixtures now or hereafter

attached thereto, but only to the extent such Improvements and fixtures are deemed to become part of the Project under the terms of this Fee Agreement.

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

"Replacement Property" shall mean any property which is placed in service as a replacement of any item of Equipment or any Improvement which is scrapped or sold by the Company and treated as a Removed Component under Sections 4.6, 4.7 or 4.8 hereof regardless of whether such property serves the same function as the property it is replacing and regardless of whether more than one piece of property replaces any item of Equipment or any Improvement.

"State" shall mean the State of South Carolina.

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

ARTICLE II

REPRESENTATIONS AND WARRANTIES

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

(a) The County is a body politic and corporate and a political subdivision of the State which acts through the County Council as its governing body and by the provisions of the Act is authorized and empowered 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 Project, as represented by the Company to the County, constitutes a "project" within the meaning of the Act.

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

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

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

(a) The Company is duly incorporated and in good standing under the laws of the State of Washington, is qualified to do business in the State, 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 Company's execution and delivery of this Fee Agreement and its compliance with the provisions hereof will not result in a default, not waived or cured, under any company organizational document or any agreement or instrument to which the Company is now a party or by which it is bound.

(c) The Company intends to operate the Project as a "project" within the meaning of the Act as in effect on the date hereof. The Company intends to operate the Project for the purpose of a facility which manufactures electric meters and products and other legal activities and functions with respect thereto, and for such other purposes permitted under the Act as the Company may deem appropriate.

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

(e) The Company anticipates that the cost of the project will be at least \$8,000,000 in qualifying Economic Development Property in the County on or before December 31, 2022.

(f) The Company will invest not less than Eight Million Dollars (\$8,000,000) in Economic Development Property (the "Required Minimum Investment") on or before December 31, 2022. Should such investment requirement not be met, the Company will lose the benefit of the Fee Agreement, and the Project will revert to normal tax treatment, pursuant to Section 12-44-140(B) of the Act and Section 4.2 hereof.

ARTICLE III

COMMENCEMENT AND COMPLETION OF THE PROJECT

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

Pursuant to the Act, the Company and the County hereby agree that the property comprising the Project shall be Economic Development Property as defined under the Act. Anything contained in this Agreement to the contrary notwithstanding, the Company shall not be obligated to complete the acquisition of the Project provided it makes the payments required hereunder, subject to provisions of Section 4.2 hereof.

Section 3.2 Diligent Completion. The Company agrees to use its reasonable efforts to cause the acquisition, construction and installation of the Project to be completed as soon as practicable, but in any event on or prior to December 31, 2022. Anything contained in this Agreement to the contrary notwithstanding, the Company shall not be obligated to complete the acquisition of the Project in the event that it pays all amounts due by it under the terms of this Agreement.

Section 3.3. Filings

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

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

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

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

ARTICLE IV

PAYMENTS IN LIEU OF TAXES

Section 4.1 Negotiated Payments. Pursuant to Section 12-44-50 of the Act, the Company is required to make payments in lieu of ad valorem taxes to the County with respect to the Project. Inasmuch as the Company anticipates the Project will involve an initial investment of sufficient sums to qualify to enter into a fee in lieu of tax arrangement under Section 12-44-50(A)(1) of the Act, and to meet the investment representation of Section 2.2(f), hereof, the County and the Company have negotiated the amount of the payments in lieu of taxes in accordance therewith. In accordance therewith, the Company shall make payments in lieu of ad valorem taxes on all real and personal property which comprises the Project and is placed in service, as follows: the Company 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, 2022, or up to

December 31, 2027, if an extension of time to complete the Project is granted by the County in its discretion pursuant to Section 12-44-30(13) of the Act, said payments to be made annually and to be due and payable and subject to penalty assessments on the same dates and in the same manner as prescribed by the County for ad valorem taxes. The amount of such equal annual payments in lieu of taxes shall be determined by the following procedure (subject, in any event, to the required procedures under the Act):

- Step 1: Determine the fair market value of the Phase of the Project placed in service in any given year for such year and for the following 29 years using original income tax basis for State income tax purposes for any real property (provided, if real property is constructed for the fee or is purchased in an arms length transaction, fair market value is deemed to equal the original income tax basis, otherwise, the Department of Revenue will determine fair market value by appraisal) and original income tax basis for State income tax purposes less depreciation for each year allowable to the Company for any personal property as determined in accordance with Title 12 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 Company under State law, if the property were taxable, except those exemptions specifically disallowed under Section 12-44-50(A)(2) of the Act, as amended and in effect on December 31 of the year in which each Phase becomes subject to the Fee Agreement.
- Step 2: Apply a fixed assessment ratio of six percent (6%) to the fair market value as determined for each year in Step 1 to establish the taxable value of each Phase of the Project in the year it is placed in service and in each of the twenty-nine years thereafter or such longer period of years that the annual fee payment is permitted to be made by the Company under the Act, as amended, if the County approves, in writing, the use of such longer period created by any such amendment.
- Step 3: Multiply the taxable values, from Step 2, by the millage rate in effect for the Project site on July 1, 2016, which the parties believe to be 215 mils (which millage rate shall remain fixed for the term of this

Fee Agreement), to determine the amount of the payments in lieu of taxes which would be due in each of the thirty years listed on the payment dates prescribed by the County for such payments, or such longer period of years that the County may subsequently agree, in writing, that the annual fee payment is permitted to be made by the Company under the Act, as amended.

In the event that it is determined by a final order of a court of competent jurisdiction or by agreement of the parties that the minimum payment in lieu of taxes applicable to this transaction is to be calculated differently than described above, the payment shall be reset at the minimum permitted level so determined, but never lower than the level described in this Agreement for the investment in the Project without the express, written consent of the County.

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

shall be reduced by the actual amount of payments in lieu of ad valorem taxes already made by the Company with respect to the Project pursuant to the terms hereof.

Section 4.2 Failure to Make Minimum Investment. Notwithstanding any other provision of this Agreement to the contrary, in the event that investment (within the meaning of the Act) in the Project has not exceeded \$8,000,000 in non-exempt (subject to the fee) investment, as required under Section 12-44-30 (13) of the Act by December 31, 2022, then, unless otherwise agreed to by the County, beginning with the payment due in 2023, the payment in lieu of ad valorem taxes to be paid to the County by the Company shall become equal to the amount as would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the items of property comprising the Project were not Economic Development Property, but with appropriate reductions equivalent to all tax exemptions which would be afforded to the Company in such a case, and the Investment Period will be terminated at that point. In addition to the foregoing, the Company shall pay to the County an amount which is equal to the excess, if any, of (i) the total amount of ad valorem taxes that would have been payable to the County with respect to the Project through and including 2022 using the calculations described in this Section, over, (ii) the total amount of payments in lieu of ad valorem taxes actually made by the Company with respect to the Project through and including 2022. Any amounts determined owing pursuant to the foregoing sentence shall be subject to interest as provided under State law for non-payment of ad valorem taxes.

Section 4.3 Payments in Lieu of Taxes on Replacement Property. If the Company elects to replace any Removed Components and to substitute such Removed Components with Replacement Property as a part of the Project, then, pursuant and subject to Section 12-44-60 of the

Act or any successor provision, the Company shall make statutory payments in lieu of ad valorem taxes with regard to such Replacement Property as follows:

- (i) to the extent that the income tax basis of the Replacement Property (the "Replacement Value") is less than or equal to the original income tax basis of the Removed Components (the "Original Value") the amount of the payments in lieu of taxes to be made by the Company with respect to such Replacement Property shall be calculated in accordance with Section 4.1 hereof; provided, however, in making such calculations, the original cost to be used in Step 1 of Section 4.1 shall be equal to the lesser of (x) the Replacement Value and (y) the Original Value, and the number of annual payments to be made with respect to the Replacement Property shall be equal to thirty (30) (or, if greater, pursuant to subsequent written agreement with the County, the maximum number of years for which the annual fee payments are available to the Company for each portion of the Project under the Act, as amended) minus the number of annual payments which have been made with respect to the Removed Components; and provided, further, however, that in the event a varying number of annual payments have been made with respect to such Removed Components as a result of such Removed Components being included within more than one Phase of the Project, then the number of annual payments which shall be deemed to have been made shall be the greater of such number of annual payments; and
- (ii) to the extent that the Replacement Value exceeds the Original Value of the Removed Components (the "Excess Value"), the payments in lieu of taxes to be

made by the Company with respect to the Excess Value shall be equal to the payment that would be due if the property were not Economic Development Property.

Section 4.4 Reductions in Payments of Taxes Upon Removal, Condemnation or Casualty. In the event of a Diminution in Value of any Phase of the Project, the payment in lieu of taxes with regard to that Phase of the Project shall be reduced in the same proportion as the amount of such Diminution in Value bears to the original fair market value of that Phase of the Project as determined pursuant to Step 1 of Section 4.1 hereof; provided, always, however, and notwithstanding any other provision of this Agreement, that if at any time subsequent to December 31, 2022, the total value of the Project based on the original income tax basis of the Equipment, Real Property and Improvements contained therein, without deduction for depreciation, is less than \$8,000,000 in taxable (fee-in-lieu of tax) investment then, beginning with the first payment thereafter due hereunder and continuing until the end of the Fee Term, the Company shall make payments equal to the payments which would be due if the property were not Economic Development Property.

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

Section 4.6 Removal of Equipment. Provided that no Event of Default shall have occurred and be continuing under this Fee Agreement, and subject to Section 4.4, hereof, the Company 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 Company, in its sole discretion, determines to be inadequate, obsolete, uneconomic, worn-out, damaged, unsuitable, undesirable or unnecessary; or (c) components or Phases of the Project or portions thereof which the Company, in its sole discretion, elects to remove pursuant to Section 4.7(c) or Section 4.8(b)(iii) hereof. The Company shall provide annual written notice to the County of the Removed Components in conjunction with the filing of the PT300 property tax form.

Section 4.7 Damage or Destruction of Project.

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

(b) Election to Rebuild. In the event the Project is damaged by fire, explosion, or any other casualty, and if the Company does not elect to terminate this Agreement, the Company may commence to restore the Project with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Company, subject to the provisions of Section 4.4, hereof. All such restorations and replacements shall be considered substitutions of the destroyed portions of the Project and shall be considered part of the Project for all purposes hereof, including, but not limited to any amounts due by the Company to the County under Section 4.1 hereof.

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

Section 4.8 Condemnation.

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

(b) Partial Taking. In the event of a partial taking of the Project or a transfer in lieu thereof, and subject to Section 4.4, hereof, the Company may elect: (i) to terminate this Fee Agreement; (ii) to repair and restore the Project, with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Company; or (iii) to treat the portions of the Project so taken as Removed Components.

ARTICLE V

MISCELLANEOUS

Section 5.1 Maintenance of Existence. The Company agrees (i) that it shall not take any action which will materially impair the maintenance of its company existence and (ii) that it will maintain its good standing under all applicable provisions of State law. Provided, however, the Company may merge with or be acquired by another Company so long as the surviving Company has a net asset value equal to or greater than that of the Company net asset value.

Section 5.2 Indemnification Covenants; Fees and Expenses of County.

(a) The Company shall and agrees to indemnify and save the County, its members, employees, officers, and agents (the "Indemnified Parties") harmless against and from all claims by or on behalf of any person, firm or corporation arising directly from the County's entry into this Agreement or the Company's operation of the Project. The Company shall indemnify and save the Indemnified Parties harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon, and upon notice from the County, the Company shall defend them in any such action, prosecution or proceeding with counsel reasonable acceptable to the Indemnified Parties.

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

Section 5.3 Confidentiality/Limitation on Access to Project. The County acknowledges and understands that the Company utilizes confidential and proprietary "state of the art" equipment and techniques and that any disclosure of any information relating to such equipment or techniques, including but not limited to disclosures of financial or other information concerning the Company's operations could result in substantial harm to the Company and could thereby have a significant detrimental impact on the Company's employees and also upon the County. Therefore, the County agrees that, except as required by law and pursuant to the County's police powers or as reasonably deemed necessary by the County in the required performance of its statutorily mandated duties, neither the County nor any employee, agent or contractor of the County: (i) shall request or be entitled to receive any such confidential or proprietary information; (ii) shall request or be entitled

to inspect the Project, the Facility or any property associated therewith; provided, however, that if an Event of Default shall have occurred and be continuing hereunder, the County shall be entitled to inspect the Project provided they shall comply with the remaining provisions of this Section; or (iii) shall use its best, good faith efforts to not knowingly and intentionally disclose or otherwise divulge any such confidential or proprietary information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by State law. Notwithstanding the expectation that the County will not have any confidential or proprietary information of the Company, if the Company does provide such information to the County, if the Company will clearly and conspicuously mark such information as “Confidential” or “Proprietary”, or both, then, in that event, prior to disclosing any confidential or proprietary information or allowing inspections of the Project, the Facility or any property associated therewith, the Company may require the execution of reasonable, individual, confidentiality and non-disclosure agreements by any officers, employees or agents of the County or any supporting or cooperating governmental agencies who would gather, receive or review such information or conduct or review the results of any inspections. Notwithstanding the above, the Company agrees:

- (i) to maintain complete books and records accounting for the acquisition, financing, construction and operation of the Project. Such books and records shall permit ready identification of the components of the Project;
- (ii) confirm the dates on which each portions of the Project are placed in service; and

- (iii) include copies of all filings made by the Company with the Oconee County Auditor or the Department with respect to property placed in service as part of the Project.

Section 5.4 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 Company with the prior consent of the County, which consent will not unreasonably be withheld, so long as such assignment or sublease is made in compliance with Section 12-44-120 of the Act.

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

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

- (b) Failure by the Company to perform any of the material terms, conditions, obligations or covenants of the Company hereunder, other than those already noted in this Section 5.5 which failure shall continue for a period of ninety (90) days after written notice from the County to the Company specifying such failure and requesting that it be remedied, unless the County shall agree in writing to an extension of such time prior to its expiration.

- (c) The Company shall file a voluntary petition seeking an order for relief in bankruptcy, or shall be adjudicated insolvent, or shall file any petition or answer or commence a case seeking any reorganization, composition, readjustment, liquidation or similar order for relief or relief for itself under any present or future statute, law or regulation, or shall seek or consent to or

acquiesce in the appointment of any trustee, receiver or liquidator of either of the Company or of the Project, or shall make any general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due.

Section 5.6 Remedies on Default. Whenever any Event of Default shall have occurred and shall be continuing, the County may take any one or more of the following remedial actions:

- (a) Terminate the Fee Agreement; or
- (b) Take whatever action at law or in equity may appear necessary or desirable to collect the other amounts due and thereafter to become due or to enforce performance and observance of any obligation, agreement or covenant of the Company under this Fee Agreement, including, without limitation, those actions previously specified in this Agreement.

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

Section 5.7 Remedies Not Exclusive. No remedy conferred upon or reserved to the County under this Fee Agreement is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other lawful remedy now or hereafter existing. No delay or omission to exercise any right or power accruing upon any continuing default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time

and as often as may be deemed expedient. In order to entitle the County to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as may be herein expressly required and such notice required at law or equity which the Company is not competent to waive.

Section 5.8 Reimbursement of Legal Fees and Expenses. The Company agrees to reimburse or otherwise pay, on behalf of the County, any and all reasonable expenses not hereinbefore mentioned incurred by the County in connection with the Project. Further if the Company shall default under any of the provisions of this Fee Agreement and the County shall employ attorneys or incur other reasonable expenses for the collection of payments due hereunder or for the enforcement of performance or observance of any obligation or agreement on the part of the Company contained herein, the Company will, within thirty (30) days of demand therefor, reimburse the reasonable fees of such attorneys and such other reasonable expenses so incurred by the County.

Section 5.9 No Waiver. No failure or delay on the part of the County in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. No waiver of any provision hereof shall be effective unless the same shall be in writing and signed by the County.

Section 5.10 Notices. Any notice, election, demand, request or other communication to be provided under this Fee Agreement shall be effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have

previously furnished in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

AS TO THE COUNTY: Oconee County, South Carolina
415 South Pine Street
Walhalla, South Carolina 29691
Attention: County Administrator

AS TO THE COMPANY: Itron, Inc.
313 North Hwy 11
West Union, SC 29696-2706
Attention: Ken Ambory

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

Section 5.11 Binding Effect. This Fee Agreement and each document contemplated hereby or related hereto shall be binding upon and inure to the benefit of the Company and the County and their respective successors and assigns. In the event of the dissolution of the County or the consolidation of any part of the County with any other political subdivision or the transfer of any rights of the County to any other such political subdivision, all of the covenants, stipulations, promises and agreements of this Fee Agreement shall bind and inure to the benefit of the successors of the County from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of the County has been transferred.

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

Section 5.14 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 5.15 Amendments. The provisions of this Fee Agreement may only be modified or amended in writing by any agreement or agreements entered into between the parties.

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

Section 5.17 Severability. If any provision of this Fee Agreement is declared illegal, invalid or unenforceable for any reason, the remaining provisions hereof shall be unimpaired and such illegal, invalid or unenforceable provision shall be reformed so as to most closely effectuate the legal, valid and enforceable intent thereof and so as to afford the Company with the maximum benefits to be derived herefrom, it being the intention of the County to offer the Company a strong inducement to locate the Project in the County.

Section 5.18 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 5.19 Force Majeure. Except with respect to the timely payment of all fee in lieu of tax payments to the County hereunder and to the extent recognized by the Act, the Company shall not be responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fire, floods, inability to obtain materials, conditions arising from government orders or regulations, war or national emergency, acts of God, and any other similar cause beyond Company's reasonable control.

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

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Edda Cammick, Chair of County Council
Oconee County, South Carolina

ATTEST:

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

ITRON, INC.

By: _____
Its:

**EXHIBIT A
LAND DESCRIPTION**

EXHIBIT A
Legal Description

File No: 07-058

181-00-02-011

ALL that certain piece, parcel or lot of land, together with the buildings and improvements thereon, situate being and being near the Town of West Union, County of Oconee, State of South Carolina, and being bounded on the Northeast by lands now of John L. Neville, on the Southwest by Sangero Road, on the Southeast by S.C. Highway No. 11, on the Northeast by Cane Creek and lands now of Town of Walhalla, CONTAINING 82.228 ACRES, MORE OR LESS, as will more fully appear on the certain plat entitled, "AREA 346, 354, 312, P.C. 73, 473 ACRES, 2,767 ACRES (IN S.C. HWY 11 RIGHT-OF-WAY) TOTAL AREA 82.228 ACRES, 1798 181-00-02-002 AND 181-00-02-013, COUNTY OF OCONEE, STATE OF SOUTH CAROLINA", prepared by Smith Surveyors, Inc. dated December 22, 2003, and recorded in the Office of the Register of Deeds for Oconee County in Plat Book 88 at pages 1 through 8 on June 5, 2004, and having according to said plat the following courses and distances:

BEGINNING at a point of beginning at a 1/2" iron pipe found then along a course of North 42°55:09" East for a distance of 664.18 feet, thence continuing North 36°57'00" East for a distance of 1,212.31 feet to an 1" iron pipe found; thence North 36°34'28" East for a distance of 108.00 feet to the point of beginning of Less and Except Parcel of Town of Walhalla to a 1" iron pipe found, thence turning and running South 31°49'18" East for a distance of 538.07 feet to an iron pipe found; thence turning and running North 71°37'10" East for a distance of 352.78 feet to an 1/2" iron pipe found, thence turning and running South 28°40'39" East for a distance of 88.97 feet, thence continuing South 9°22'57" West for a distance of 154.16 feet, thence continuing South 11°01'24" East for a distance of 35.25 feet, thence continuing South 52°57'21" East for a distance of 22.35 feet, thence continuing South 47°14'7" East for a distance of 55.48 feet, thence continuing South 32°25'05" East for a distance of 172.35 feet, thence continuing South 57°33'07" East for a distance of 51.75 feet, thence continuing South 54°51'24" East for a distance of 140.14 feet, thence continuing South 74°54'37" East for a distance of 83.25 feet, thence continuing South 53°19'58" East for a distance of 87.09 feet, thence continuing South 58°49'12" East for a distance of 40.76 feet, thence continuing South 55°42'23" East for a distance of 82.51 feet, thence continuing South 38°42'52" East for a distance of 48.89 feet, thence turning and running South 32°03'18" West for a distance of 342.74 feet, thence turning and running South 58°38'54" East for a distance of 34.03 feet, thence turning and running South 31°21'00" West for a distance of 200.38 feet, thence along the curve bearing a radius of 1,382.65' with a chord bearing of South 41°02'36" West for a distance of 471.10 feet with an Arc length of 473.41 feet, thence continuing South 52°43'48" West for a distance of 1,185.80 feet, thence along the curve bearing a radius of 5,879.71 feet with a chord bearing of South 53°13'00" West for a distance of 304.47 feet with an Arc length of 363.47 feet, thence continuing South 55°42'40" West for a distance of 46.45 feet, thence turning and running North 27°45'00" West for a distance of 1,518.97 feet to the point of beginning.

Condition:
Exhibit A Legal Description

ORIGINAL

Wardlaw, P.A. and Associates, Inc.
SCHOOL OF REAL ESTATE

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2016-20**

**AN ORDINANCE AMENDING ARTICLE II OF CHAPTER
12 OF THE OCONEE COUNTY CODE OF ORDINANCES,
REGARDING NOISE REGULATION WITHIN THE
UNINCORPORATED AREAS OF THE COUNTY; AND
OTHER MATTERS RELATED THERETO.**

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

WHEREAS, the County has adopted multiple ordinances for the effective, efficient governance of the County, which, subsequent to adoption, are codified in the Oconee County Code of Ordinances (the “Code of Ordinances”), as amended; and,

WHEREAS, County Council recognizes that there is a need to revise the law of the County to meet the changing needs of the County and that there is a need to amend, specifically, certain sections of Chapter 12 of the Code of Ordinances regarding noise regulation within the unincorporated areas of the County; and

WHEREAS, County Council has therefore determined to modify Chapter 12 of the Code of Ordinances and to affirm and preserve all other provisions of the Code of Ordinances not specifically, or by implication, amended hereby.

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

1. Article II of Chapter 12 of the Code of Ordinances, entitled *Noise*, is hereby revised, rewritten, and amended to read as set forth in “Attachment A,” which is attached hereto and incorporated herein by reference.

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

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

4. All other terms, provisions, and parts of the Code of Ordinances not amended hereby, directly or by implication, shall remain in full force and effect.

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

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

ATTEST:

Clerk to Oconee County Council
Katie Smith

Edda Cammick
Chair, Oconee County Council

First Reading: August 16, 2016
Second Reading: May 2, 2017
Third Reading: May 16, 2017
Public Hearing: May 16, 2017

ATTACHMENT A

ARTICLE II. NOISE

Section 12-31. Definitions.

The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning. Except as otherwise provided, all words in this article shall be given their ordinary and customary meaning.

1. **“Ambient noise”** means the generally prevailing sound or combination of sounds at the location where a listener receives the sound of the noise about which a complaint is being made. It is the sound or combination of sounds which a person of ordinary sensibilities would reasonably expect to encounter at the location in the ordinary and customary use of the premises.
2. **“County”** means Oconee County, South Carolina.
3. **“County Administrator”** means the County Administrator for Oconee County, South Carolina.

Section 12-32. Prohibited noise generally.

Any noise of such character, intensity, or duration which substantially interferes with the comfortable enjoyment of persons of ordinary sensibilities occupying, owning, or controlling nearby properties or of persons making use of public properties for their intended purposes, is hereby declared to be unlawful and to be a nuisance, and is prohibited.

Section. 12-33. Standard of reasonableness and use of technology.

It is the intent of the County in regulating noise to take into account the latest scientific advances in noise measurement and control while at the same time preserving common sense and common law determinations of what constitutes a disturbance or public nuisance. Therefore, technological sound level measurements, while desirable, shall not be required to demonstrate a violation of this article or any other ordinance or statute which establishes the creation of disturbance or public nuisance. Additionally, decibel level measurements less than those specified in this article may nonetheless establish a violation of this article when due regard is

made for the time, place, and circumstances of the noise. In order for measurement requirements to be omitted, however, there must be three (3) or more independent and individual complaints registered or one (1) or more independent and individual complaint when combined with the complaint of the law enforcement officer.

Section 12-34. Specific noises prohibited.

1. Operation of certain instruments, devices and equipment. Nuisance noises shall include, but not be limited to, the use or operation of the following instruments, devices, or pieces of equipment when operated in the manner prohibited by Section 12-32:
 - a. Musical instruments.
 - b. Radios, receivers, stereos, televisions, disc players, tape players, and comparable mechanical and electronic devices which produce sound.
 - c. Loudspeakers, amplifiers, or other devices which enhance or influence the level of sound in any way.
 - d. Mechanical devices operating by compressed air, such as pneumatic drills and jackhammers.
 - e. Horns, sirens, and signal devices using loud, brash, or harassing noises, whether on vehicles or otherwise.
 - f. Motorized vehicles in operation, regardless of location, without mufflers or with ineffective mufflers or when there is rapid throttle advancing (“revving”).
 - g. The human voice when used to yell, shout, scream or the like.
 - h. When operated between the hours of 10:00 p.m. and 6:59 a.m., construction machinery, heavy duty equipment, used in street repair and maintenance, domestic and commercial power tools, and the like, unless a permit is obtained.
 - i. Fireworks which are detonated within the exterior property line and in close proximity to a dwelling or occupied structure without consent of the person in control of the premises; detonation of carbide cannons, black powder or smokeless powder devices, or any explosive device or compound which when detonated causes a report which exceeds that caused by lawfully acquired fireworks and which disturbs the public peace. This subsection shall not apply to

lawfully acquired fireworks which are detonated on the Fourth of July, Christmas Eve, Christmas Day, New Year's Eve or New Year's Day.

2. Continuous or repeated noises. Regardless of the level of sound, the following, by way of example and not limitation, shall be deemed a nuisance and shall be prohibited under Section 12-32:

- a. To keep any animal, including a bird, causing a frequent or long continued noise, such as barking, howling, or screeching, disturbing the comfort and repose of any person of ordinary sensibilities in the immediate vicinity.
- b. To install or operate a burglar alarm system which uses an audible warning or bell without a functioning device that will shut off the warning or bell within twenty (20) minutes after application of the system when the alarm cannot be readily or conveniently silenced manually by persons who are disturbed by its activation. Each activation of such an alarm that continues beyond twenty (20) minutes shall be deemed a separate offense.

Section 12-35. Exemptions.

The following noises shall be exempt from the prohibitions of Section 12-32:

1. This article does not apply to noise emanating from industrial, warehouse, distribution, and manufacturing activities and facilities and operations related thereto, governmental activities, emergency signal devices, firearms discharges as a result of lawful game hunting or lawfully operating shooting ranges, agricultural activities (including livestock), parades, carnivals, school band practice or performances, and school or government sponsored athletic events.
2. Other code provisions notwithstanding, the sound produced by construction machinery, heavy duty equipment, and machines and equipment used for construction, repair, cleaning and maintenance of buildings, streets, or public or private premises when operated between the hours of 7:00 a.m. and 9:59 p.m. Such devices shall nevertheless be subject to the administrative stop order provisions of Section 12-38.
3. The sound produced by horns, sirens, and alarms used with authorized emergency vehicles or otherwise used as safety devices to alert persons to danger or attempted crime;

however, this exemption shall not apply to improperly operating burglar alarms as identified in Section 12-34.2.b.

4. The sound produced by emergency repair measures necessary to restore public utilities, or to restore property to a safe condition, or to protect persons or property from imminent danger following an emergency, accident, or natural disaster.
5. The sound produced by bells or chimes or other carillon instruments when used to signify the passage of hour, half-hour, or quarter hour components, or to commemorate a wedding, funeral, or similar event, including regular religious services, provided the sounds do not exceed five (5) continuous minutes in duration in any one (1) hour period.
6. The sound produced by the following, provided there is compliance with all federal laws applicable to the noise:
 - a. Aircraft in flight or in operation at an airport;
 - b. Railroad equipment in operation on railroad rights-of-way; or
 - c. Motor vehicles, otherwise in lawful operation, on all public streets and highways.
7. The sound of water splashing produced by any waterfall, stream, decorative water fountain, or irrigation device when established or operated in an ordinary and customary manner.
8. Additionally, this article does not apply to noise between the hours of 7:00 a.m. and 9:59 p.m. which emanates from lawn and yard maintenance activities, tree harvesting or clearing, or explosives for construction and land clearing
9. The unamplified sound emanating from a ballpark, playing field, stadium, or comparable outdoor facility designed and intended for recreational or sports activity when used for organized exhibitions or participatory sports or recreational activities.
10. Any lawful business operating as of the date of this article that is not in compliance with this article and does not fall under exceptions set out in this article shall have six months from the date of the ordinance from which this article derives to come into compliance with this article.

Section 12-36. Enforcement factors.

In the enforcement of this article, an enforcement officer may be required to exercise judgment in determining if a particular noise is sufficiently loud or otherwise so offensive that it would substantially interfere with persons occupying nearby public or private property. When

making such determinations, the enforcement officer may consider the following and other relevant factors:

1. The volume of the noise.
2. The intensity of the noise.
3. Whether the nature of the noise is usual or unusual.
4. Whether the origin of the noise is natural or unnatural.
5. The type and intensity of ambient noise, if any.
6. The nature and zoning of the area in which the noise is heard.

Section 12-37. Special permits.

1. Entertainment or recreational events. Whenever the County Administrator or his designee issues, on a temporary basis, special permits for events of an entertainment or recreational nature, then those events shall be exempt from the prohibitions of this article, provided noise is otherwise regulated in the supervision of the activity and provided that the permit shall be subject to revocation at the discretion of the County Administrator or his designee on the basis of violation of permit conditions or excessive or inappropriate noise. Whenever such revocation occurs, the activities of the event shall then become subject to the prohibitions of this article.
2. Construction or maintenance operations. The County Administrator or his designee may issue a permit exempting specific construction, solid waste pickup arrangements, and maintenance of public streets and rights-of-way from the prohibitions of this article otherwise applicable to nighttime (10:00 p.m. to 6:59 a.m.) activity, provided the person seeking such permit can make a showing that no reasonable alternatives exist to creating the noise at night and the activity involved is compatible with the public interest.
3. Specific and Limited permits may be issued and allowed, upon request for the purposes of public enjoyment, celebrations, concerts, performances, and holidays and to promote interest and tourism in the County. Noise ordinance standards for such events shall be allowed, measured, and enforced at the furthestmost boundary line of the event grounds and shall be regulated to a maximum of 85 decibels A weighted, averaged per minute.

Section 12-38. Administrative stop orders.

The County Administrator or his designee may issue administrative stop orders to prohibit temporarily or to reschedule activities otherwise exempt under this article, when the continuation of the activity imposes a great hardship or substantial and aggravating inconvenience upon persons reasonably occupying or utilizing nearby premises, provided such administrative stop order is not used to prohibit completely an otherwise lawful activity and the County Administrator or his designee gives due consideration to balancing the hardships involved.

Section 12-39. Measurement of noise level; establishment of prima facie violation.

1. A prima facie violation of Section 12-32 shall be established whenever a measurement of the offending noise shall be taken in accordance with this article and shown to produce a level of noise in excess of 70 decibels (“dB(A)”) between the hours of 7:00 a.m. and 9:59 p.m. or in excess of 60 (“dB(A)”) between the hours of 10:00 p.m. and 6:59 a.m. Any sound exceeding such levels is hereby declared a nuisance and is prohibited.
2. The inference established by Section 12-39.1 shall be subject to rebuttal based on the time, place, and circumstances of the occurrence.
3. Noise levels identified shall be measured in decibels and A-weighted, with the unit of measurement being designated as dB(A). For the purpose of determining dB(A)s, the noise shall be measured on the A-weighting scale and the slow meter response on a sound level meter of standard design and quality having characteristics established by the American National Standards Institute (ANSI).
4. Measurements shall be taken so as to provide a reasonable representation of the sound being measured with due regard to the location where the noise is heard by any person making a complaint. If no complaint has been made, enforcement officers shall measure the noise from a point approximately one hundred (100’) feet from the point from which the noise is emanating. Precise positioning of the meter, however, is not required.

Section 12-40. Enforcement procedures; penalty; additional remedies.

1. With respect to suspected ordinance violations resulting from vehicle noise, law enforcement officers shall have the authority to charge persons under the provisions of this article without having received a complaint from a member of the public.
2. Law enforcement officers in the ordinary course of their duties shall have the authority to request compliance with the provisions of this article without having received a complaint from a member of the public.
3. Law enforcement officers may take any one of the following actions in accordance with this ordinance:
 - a. Warn the offender, who will then have the opportunity to immediately abate the offending noise without penalty. If the violation continues or reoccurs, the officer may cite or arrest the violator. A warning and opportunity to abate the offending noise is not required, however, if the officer deems citation or arrest immediately necessary under the circumstances then present.
 - b. Issue a courtesy summons or other properly authorized citation device for the offender to appear in a magistrate court.
 - c. Make a custodial arrest.

Section 12-41. Owner Responsibility:

No property owner shall allow a violation of this article to be created or maintained on or at his property. A property owner shall be responsible and liable for any violation(s) of this article by tenants, guests, licensees, or other occupants in, on, or at the owner's property if the owner is present at the time of the violation(s) or has actual or constructive knowledge of a potential violation.

Section 12-42. Penalties.

Any person violating any provision of this article shall be deemed guilty of a misdemeanor and shall for every offense be punished in accordance with Section 1-7 of the Oconee County Code of Ordinances. Each day on which there is a violation, or every separate

and distinct event constituting a violation, of this article shall constitute a separate and distinct violation and offense under this article. The County may also seek injunctive or other relief, as appropriate.

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE**

ORDINANCE 2017-10

**AN ORDINANCE TO AMEND CHAPTER 6, ARTICLE III OF THE
CODE OF ORDINANCES OF OCONEE COUNTY PERTAINING TO
THE OCONEE COUNTY BOARD OF BUILDING CODE APPEALS; AND
OTHER MATTERS RELATED THERETO.**

WHEREAS, Oconee County, South Carolina (the “County”) a body politic and corporate and a political subdivision of the State of South Carolina (the “State”) is mandated by the provisions of Title 6, Chapter 9 of the Code of Laws of South Carolina to enforce certain national building and safety codes in furtherance of the implementation of the public policy of the State; and,

WHEREAS, the State has specified that the building, residential, gas, plumbing, mechanical, fire, and energy codes as promulgated, published, or made available by the International Code Council, Inc., with South Carolina modifications, and the National Electrical Code as published by the National Fire Protection Association (all collectively the “Code”), are the sole national building and safety codes to be enforced; and,

WHEREAS, Oconee County has duly adopted and implemented enforcement of the Code in conformity with state law; and,

WHEREAS, adoption of the Code establishes an appeal board (the “Board”) to hear appeals from parties aggrieved by determinations and actions taken by building code personnel; and,

WHEREAS, the Board is charged with the consideration of, and rendering decisions related to, interpretations of a highly technical and complex nature involving issues that potentially impact life and property; and,

WHEREAS, members of the Board should possess a great understanding of construction-related issues in order to minimize the risk of potential negative impacts on life and property stemming from Board decisions.

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

1. Section 6-85 of Chapter 6 of the Code of Ordinances of Oconee County, entitled “Appeals,” is hereby revised, rewritten, and amended to read as set forth in “Attachment A” which is attached hereto and incorporated herein by reference.

2. Notwithstanding anything contained herein to the contrary, to further an orderly transition to the provisions of this Ordinance, members of the existing County Board of Building Code Appeals shall continue to serve, through the end of their present term, on the Board as constituted by this Ordinance, regardless of their professional experience and/or credentials. The total membership of the Board shall, nonetheless, not exceed seven (7) persons.

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

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

5. All other terms, provisions, and parts of the Code of Ordinances, not amended hereby, directly or by implication, shall remain in full force and effect.

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

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

ATTEST:

 Katie Smith
 Clerk to Oconee County Council

 Edda Cammick, Chair
 Chair, Oconee County Council

First Reading: May 2, 2017
 Second Reading: May 16, 2017
 Third Reading: _____
 Public Hearing: _____

ATTACHMENT A
To Ordinance 2017-10

Sec. 6-85. Appeals.

1. Appeals Generally:

- a. Any person who is aggrieved by any determination or action made or taken by the building official or his designated representative may appeal the determination to the County Board of Building Code Appeals (the "Board").
- b. The appeal shall be in writing, shall clearly set forth the reasons therefor, and shall otherwise be in conformance with applicable portions of the regulatory codes referenced in Section 6-40 of the Oconee County Code of Ordinances. The Board may establish forms for such appeals.

2. County Board of Building Code Appeals (the "Board"):

- a. The Board shall consist of seven members appointed by Oconee County Council ("Council"), with membership contingent upon documentation of professional experience and/or credentials, as appropriate.
- b. The membership of the Board of shall be constituted as follows:
 - One (1) architect
 - One (1) engineer
 - Four (4) persons who are either licensed contractors or residential builders
 - One (1) member of the construction materials industryThe Oconee County Building Official shall serve as a non-voting, ex-officio member for matters arising under the South Carolina Residential Code.

An active professional license shall not be required for membership by individuals having retired in good standing from one of the specified professions.

- c. Members of the Board shall be selected at-large from individuals whose primary residence is located within Oconee County; however, no more than three (3) members may reside within any single County Council District.
- d. Interested candidates for the Board shall complete the "Questionnaire for Board/Commission" and submit it to the Clerk to Council for distribution to Council. Council is not required to select a member from the submitted questionnaires; members of Council may directly solicit a candidate for appointment to the Board. However, all potential candidates, whether

those submitting questionnaires on their own or those solicited for appointment by members of Council, must complete the "Questionnaire for Board/Commission" and submit it to the Clerk to Council for distribution to Council before being appointed.

- e. All appointments to the Board will be made upon recommendation by a Council member and an affirmative vote by Council.
- f. The length of the regular term served by each member shall be four (4) years, beginning on January 1st of the year of appointment. For the purposes of implementing the standards of this section and thereby establishing a reappointment/replacement schedule of the membership of the Board to staggered terms, the length of terms served by the initial appointees approved under the standards of this section shall be as follows:

Two (2) persons from the membership category of licensed contractors or residential builders and (1) engineer shall each serve an initial term of two (2) years; all other members shall serve an initial term of four (4) years.

- g. Members may serve no more than two (2) consecutive terms.
- h. In the event the regular term of a member in good standing expires prior to reappointment or replacement by Council, said member shall continue to serve until his or her replacement is appointed and qualified. The date of reappointment or replacement, however, in no way alters the scheduled length of the term.
- i. A member who is absent from three (3) consecutive meetings within any twelve (12) calendar month period without adequate excuse, such as documented illness, shall be reported by the chairperson of the Board to Council and is subject to replacement by Council.
- j. Any member may be removed or replaced at will by majority vote of Council.
- k. Failure of a member to recuse himself due to a conflict of interest is grounds for immediate removal by Council.
- l. Should any member of the Board move or establish primary residence outside of Oconee County, such relocation shall constitute a resignation by the member, and a replacement member shall be appointed to fill the unexpired term of such resigned member.
- m. **Officers:** The Board shall organize itself, electing one (1) of its members as chairman and one (1) as vice-chairman, whose terms must each be for one (1) year. The chairman and vice-chairman shall have the right to vote. The Board may appoint a secretary, who may be a member of the Board or

an employee of the County. If the secretary is a member of the Board, he shall also have the right to vote. Vacancies in such offices by reason of death, resignation, or replacement shall be filled for the unexpired term of the officer whose position becomes vacant, in the same manner as the original election or appointment.

- n. **Meetings:** The Board shall establish a meeting schedule during its first meeting of the calendar year. The Board shall meet at least once per month.
- o. **Bylaws:** In addition, the Board shall duly adopt such bylaws as may be necessary for the orderly performance of its duties and functions. Any bylaws which may be adopted by the Board for the orderly performance of its duties shall comply with all provisions of the general law of the State of South Carolina and of this Ordinance, and of all other Ordinances of Oconee County, including but not limited to the Freedom of Information Act.
- p. The Board shall comply with the provisions of the South Carolina Freedom of Information Act ("FOIA") and the requirements set forth in the Code of Ordinances and subsequent ordinances concerning freedom of information and the conduct of public meetings.

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE**

ORDINANCE 2017-12

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A GROUND LEASE AGREEMENT BETWEEN OCONEE COUNTY AS LESSOR AND THE FOOTHILLS AGRICULTURAL RESOURCE AND MARKETING CENTER AS LESSEE; AND OTHER MATTERS RELATED THERETO.

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

WHEREAS, the County currently desires to execute and enter into a Ground Lease Agreement (the "Lease") with the Foothills Agricultural Resource and Marketing Center, a South Carolina nonprofit entity, ("Lessee") in relation to certain property located on Sandifer Blvd., consisting of approximately fifty-eight (58) acres, and bearing TMS# 252-00-02-003 (the "Premises"); and

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

WHEREAS, Lessee endeavors to develop the Premises as a multimodal agricultural resource and marketing center, to include the operation of a fair and a farmers market, along with facilities and operations focused on agricultural economic development, education, and entertainment, among other related activities, all for the general public good and welfare; and

WHEREAS, the Premises are suitable for the uses proposed by Lessee.

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," attached hereto.

Section 2. Related Documents and Instruments; Future Acts. The County Administrator is hereby authorized to negotiate such documents and instruments which may be

necessary or incidental to the Lease and to execute and deliver any such documents and instruments on behalf of the County.

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

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

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

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

ATTEST:

Clerk to Oconee County Council
Katie Smith

Edda Cammick
Chair, Oconee County Council

First Reading: May 2, 2017
Second Reading: May 16, 2017
Third Reading: _____
Public Hearing: _____

EXHIBIT A

To be produced following negotiations and/or execution

STATE OF SOUTH CAROLINA
OCONEE COUNTY
ORDINANCE 2017-13

AN ORDINANCE GRANTING CERTAIN EASEMENT RIGHTS TO DUKE ENERGY CAROLINAS, LLC FOR THE PURPOSE OF LOCATING AND MAINTAINING ELECTRIC AND/OR COMMUNICATION FACILITIES ON COUNTY-OWNED PROPERTY; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Oconee County, a body politic and corporate and a political subdivision of the State of South Carolina (the "County"), is the owner of a parcel of land situate in the City of Walhalla, Oconee County, South Carolina, described as follows: Parcel No. 500-22-05-002, containing 13.45 acres more or less, being land described in a deed from the School District of Oconee County, South Carolina to Oconee County, recorded August 3, 1998 in Deed Book 988, Page 0329, and shown on a plat dated October 28, 1997 and recorded in Plat Book A621, Page 10, Oconee County, Register of Deeds ("County Property"); and

WHEREAS, Duke Energy Carolinas, LLC ("DEC") wishes to acquire from the County, and the County wishes to grant to DEC, certain easement rights for, generally and without limitation, the construction, operation, and maintenance of electric and/or communication facilities on the County Property (the "Easement"); and

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

WHEREAS, while the Easement is considered a "floating" easement, it will generally encompass an area of fifteen (15') feet on either side of the electric/communication lines shown on the attached Exhibit "B."

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

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

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

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

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

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

OCONEE COUNTY, SOUTH CAROLINA

Edda Cammick, Chair, County Council
Oconee County, South Carolina

ATTEST:

Katie D. Smith, Clerk to County Council
Oconee County, South Carolina

First Reading:
Second Reading:
Public Hearing:
Third Reading:

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: May 16, 2017
COUNCIL MEETING TIME: 6:00 pm**

ITEM TITLE [Brief Statement]:

First Reading of Ordinance 2017-13: "AN ORDINANCE GRANTING CERTAIN EASEMENT RIGHTS TO DUKE ENERGY CAROLINAS, LLC FOR THE PURPOSE OF LOCATING AND MAINTAINING ELECTRIC AND/OR COMMUNICATION FACILITIES ON COUNTY-OWNED PROPERTY; AND OTHER MATTERS RELATED THERETO."

BACKGROUND DESCRIPTION:

Ordinance 2017-13 will authorize the County Administrator to execute an Easement Agreement to Duke Energy Carolinas, LLC ("DEC") for the purpose of installation and operation of electric/communication lines necessary for transmitting and distributing electrical energy and for communication purposes of DEC and Incumbent Local Exchange Carriers at 415 Pine Street, Walhalla, South Carolina.

SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:

None

FINANCIAL IMPACT [Brief Statement]:

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

Approved by : _____ Finance

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: Yes / No

If yes, who is matching and how much:

Approved by : _____ Grants

ATTACHMENTS

None

STAFF RECOMMENDATION [Brief Statement]:

It is staff's recommendation that Council take first reading of Ordinance 2017-13.

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.

SOUTH CAROLINA
OCONEE COUNTY

EASEMENT

Prepared By: Angelica Hall
For: Lamar Taylor
Return To: Duke Energy
Attn: Angelica Hall
425 Fairforest Way
Greenville, SC 29607

THIS EASEMENT ("Easement") is made this _____ day of _____, 20____
("Effective Date"), from OCONEE COUNTY, ("GRANTOR," whether one or more), to Duke Energy Carolinas, LLC, a
North Carolina limited liability company ("DEC"); its successors, licensees, and assigns.

WITNESSETH:

THAT GRANTOR, for and in consideration of the sum of ONE DOLLAR (\$1.00), the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto DEC, its successors, lessees, licensees, transferees, permittees, apportionees, and assigns, the perpetual right, privilege, and easement to go in and upon the land of GRANTOR situated in Township of Wagner, City of Walhalla Oconee County, South Carolina, described as follows: Parcel No. 500-22-05-002, containing 13.45 acres more or less, being land described in a Deed from SCHOOL DISTRICT OF OCONEE COUNTY, SOUTH CAROLINA to OCONEE COUNTY, dated August 3, 1998, recorded in Deed Book 988, Page 0329, shown on plat dated October 28, 1997 and recorded in Plat Book A621, Page 10, Oconee County, Register of Deeds (the "Property"), LESS AND EXCEPT any prior out-conveyances, and to construct, reconstruct, operate, patrol, maintain, inspect, repair, replace, relocate, add to, modify and remove electric and/or communication facilities thereon including but not limited to, supporting structures such as poles, cables, wires, guy wires, anchors, and other appurtenant apparatus and equipment (the "Facilities") within an easement area being thirty (30) feet wide (the "Easement Area"), for the purpose of transmitting and distributing electrical energy and for communication purposes of DEC and Incumbent Local Exchange Carriers. The centerline of the Facilities shall be the center line of the Easement Area.

The right, privilege and easement shall include the following rights granted to DEC: (a) ingress and egress over the Easement Area and over adjoining portions of the Property (using lanes, driveways and paved areas where practical as determined by DEC); (b) to relocate the Facilities and Easement Area on the Property to conform to any future highway or street relocation, widening or improvement; (c) to trim and keep clear from the Easement Area, now or at any time in the future, trees, limbs, undergrowth, structures or other obstructions, and to trim or clear dead, diseased, weak or leaning trees or limbs outside of the Easement Area which, in the opinion of DEC, might interfere with or fall upon the Facilities; (d) to install guy wires and anchors extending beyond the limits of the Easement Area; and (e) all other rights and privileges reasonably necessary or convenient for DEC's safe, reliable and efficient installation, operation, and maintenance of the Facilities and for the enjoyment and use of the Easement Area for the purposes described herein.

TO HAVE AND TO HOLD said rights, privilege, and easement unto DEC, its successors, licensees, and assigns, forever, and GRANTOR, for itself, its heirs, executors, administrators, successors, and assigns, covenants to and with DEC that GRANTOR is the lawful owner of the Property and the Easement Area in fee and has the right to convey said rights and Easement.

IN WITNESS WHEREOF, this EASEMENT has been executed by GRANTOR and is effective as of the Effective Date herein.

OCONEE COUNTY

By: _____
Chairman

Witnesses:

(Witness #1)

(Witness #2)

ATTEST:

Clerk

(Affix Official Seal)

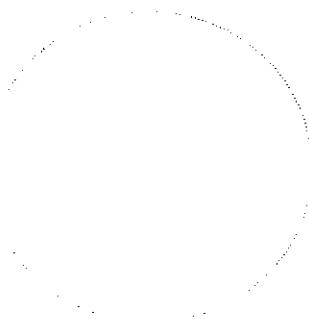
SOUTH CAROLINA, _____ COUNTY

I, _____, a Notary Public of _____ County, South Carolina, certify that _____ personally appeared before me this day and acknowledged the due execution of the foregoing EASEMENT.

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

Notary Public

My commission expires: _____



TO HAVE AND TO HOLD said rights, privilege, and easement unto DEC, its successors, licensees, and assigns, forever, and GRANTOR, for itself, its heirs, executors, administrators, successors, and assigns, covenants to and with DEC that GRANTOR is the lawful owner of the Property and the Easement Area in fee and has the right to convey said rights and Easement.

IN WITNESS WHEREOF, this EASEMENT has been executed by GRANTOR and is effective as of the Effective Date herein.

OCONEE COUNTY

By: _____
T. Scott Moulder, Oconee County Administrator

Witnesses:

(Witness #1)

(Witness #2)

ATTEST:

Clerk

(Affix Official Seal)

SOUTH CAROLINA, _____ COUNTY

I, _____, a Notary Public of _____ County, South Carolina, certify that _____ personally appeared before me this day and acknowledged the due execution of the foregoing EASEMENT.

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

Notary Public

My commission expires: _____

JSP- SCADA

 JSP- 407 S. CHOUH ST AT WESLEY ST

 JSP- 65 TUBE ON S. PINE ST

 JSP-

 JSP-

 JSP-

 JSP-

Safety Requirements / Adverse Conditions

 1. WILL BE SIGNING IN OCCUREE CO. DRIVE THROUGH TAX PAYMENT DRIVEWAY

 2. COUNTY WILL TEMPORARILY CLOSE DRIVEWAY

 3. SCENES AND SIGNS

Work Zone Grouping Comments: Route 606 in full

REMEMBER: Work zone area conditions may have changed for this job! Everyone is responsible for verifying the above safety information is correct prior to any work being performed each day.



Project Name: 0607201 Date: 06/07/2011 Drawn By:	Work Order Number: 0607201 Project Number: 0607201 Job Number: 0607201 Job Name: 0607201 Job Date: 06/07/2011 Job Time: 06:00:00 Job Location: 0607201 Job Status: 0607201 Job Priority: 0607201 Job Category: 0607201 Job Subcategory: 0607201 Job Description: 0607201 Job Notes: 0607201
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STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
RESOLUTION 2017-06

**A RESOLUTION TO RECEIVE AND ACCEPT SNOW CREEK
FOREST DRIVE INTO THE OCONEE COUNTY RUDIMENTARY
ROAD PROGRAM, PURSUANT TO SECTION 26-12 OF THE
OCONEE COUNTY CODE OF ORDINANCES.**

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

WHEREAS, there exist certain unpaved roads within the County that are in dire need of repair, roads which are often impassable by emergency vehicles and/or that are otherwise dangerous, and which do not meet the standard requirements for acceptance into the County Public Road System ("Substandard Roads"); and

WHEREAS, Oconee County Ordinance 2016-16, codified as § 26-12 in the Oconee Code of Ordinances, established a program (the "Rudimentary Road Program") whereby certain Substandard Roads could be accepted into the County Public Road System for minimum improvement and minimum maintenance; and

WHEREAS, consistent with the requirements of the Rudimentary Road Program, a petition (the "Petition") was filed with the County for acceptance of Snow Creek Forest Drive into the Rudimentary Road Program; and

WHEREAS, the County Engineer evaluated the Petition and determined that it conditionally met the requirements of the Rudimentary Road Program, and the County Engineer recommended to the County Transportation Committee, by Staff Report attached hereto as Exhibit "A," that Snow Creek Forest Drive be considered by County Council for acceptance into the Rudimentary Road Program upon acquisition of proper and adequate Right-of-Way; and

WHEREAS, the County Transportation Committee accepted the County Engineer's recommendation and directed that the acceptance of Snow Creek Forest Drive into the Rudimentary Road Program be considered by County Council.

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

1. Upon receipt of an executed Grant of Easement and Right-of-Way which is both adequate and proper for the purposes hereof (in substantially the same form as is attached hereto as Exhibit "B") and upon receipt of an executed Access, Construction, and Maintenance Agreement from all proper and necessary parties (in substantially the same form as is attached hereto as Exhibit "C"), the County Administrator shall do all things necessary to accept Snow Creek Forest Drive into the County's Public Road System as a Rudimentary Road; and
2. The County Administrator is authorized to do all things necessary and incidental to accomplish the purposes of this Resolution; and
3. Should any term, provision, or content of this Resolution be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall have no effect on the remainder of this Resolution; and
4. All orders, resolutions, and actions of the Oconee County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and superseded.

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

ATTEST:

Clerk to Oconee County Council
Katie Smith

Edda Cammick
Chair, Oconee County Council

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: May 16, 2017
COUNCIL MEETING TIME: 6:00 PM**

ITEM TITLE [Brief Statement]:

First Reading of Ordinance 2016-16 "A RESOLUTION TO RECEIVE AND ACCEPT SNOW CREEK FOREST DRIVE INTO THE OCONEE COUNTY RUDIMENTARY ROAD PROGRAM, PURSUANT TO SECTION 26-12 OF THE OCONEE COUNTY CODE OF ORDINANCES."

BACKGROUND DESCRIPTION:

There exist certain unpaved private roads within Oconee County that are in serious need of repair, roads which are often impassable by emergency vehicles and/or that are otherwise dangerous, and which do not meet the standard requirements for acceptance into the County Public Road System. This Resolution provides for the qualified acceptance of one such road, Snow Creek Forest Drive into the County Public Road System. Consistent with the requirements of the Rudimentary Road Program, a petition was filed with Oconee County for acceptance of Snow Creek Forest Drive. The County Engineer evaluated the petition and recommended to the County Transportation Committee that this road be considered by County Council for acceptance into the Rudimentary Road Program. The County Transportation Committee accepted the County Engineer's recommendation and directed that the acceptance of Snow Creek Forest Drive be considered by County Council.

SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:

None

FINANCIAL IMPACT [Brief Statement]:

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

Approved by : _____ Finance

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: Yes / No

If yes, who is matching and how much:

Approved by : _____ Grants

ATTACHMENTS

None

STAFF RECOMMENDATION [Brief Statement]:

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.

Exhibit A

STAFF REPORT OF FINDINGS

TO: Transportation Committee
FROM: Mack Kelly, County Engineer
DATE: October 11, 2016

PRIVATE ROAD SYSTEM SNOW CREEK FOREST SUBDIVISION (See Attachment 1)

FACTS

The process for the acceptance of a road into the Rudimentary Road Program is to follow the requirements listed in the ordinance referenced below. Summary of Investigations:

<u>The County Needs to Determine:</u>	<u>Determination:</u>	<u>Attachment</u>
1 Serves 11 or more occupied residences.	Serves 13.	1 & 2
2 Road is unpaved and in disrepair.	Yes.	2 & 3
3 Emergency Services has determined the road to be unsafe.	Yes.	3
4 Cul-de-sac	Needed	1

Pertinent Ordinance or Regulation

Rudimentary Road Ordinance (Attachment 4)

Recommendations

Staff has determined that the road meets the criteria established in the Rudimentary Road Ordinance. Staff recommends right-of-way deeds and a plat of the right-of-way be prepared for County Council to consider acceptance of The Snow Creek Forest Subdivision Roads (as shown on Map (Attachment 1) into the Rudimentary Road Program. The road right-of-way could not be determined based on review of documents obtained from the Register of Deeds.

Also please note:

- Property owners for 5 tracts did not sign the petition.
- An additional 7 tracts did not have all listed property owners sign the petition.
- It appears that some signing the petition, signed without item #10 being completed.

The estimated cost to initially improve the roads (material cost only) is:

\$82,688 for Snow Creek Forest Dr,
\$50,444 for Mary Sue Ln,
\$6,437 for Jennifer Ln, and
\$6,827 for Jamie Way
The grand total estimate is \$146,396.

The estimated annual cost to maintain the roads (material cost only) is \$11,272.

Revised 10/11/2016

If the Transportation Committee decides to take action, the motion should include instructions for the applicant and staff on how to proceed.

For example:

I make a motion to direct staff to review the information requested and noted below for completeness and if complete request consideration for acceptance and funding at the next Council Meeting. Applicant shall provide right-of-way survey plat and deeds (including cul-de-sacs) as may be necessary to construct the Rudimentary Roads as shown on the Map (Attachment 1).

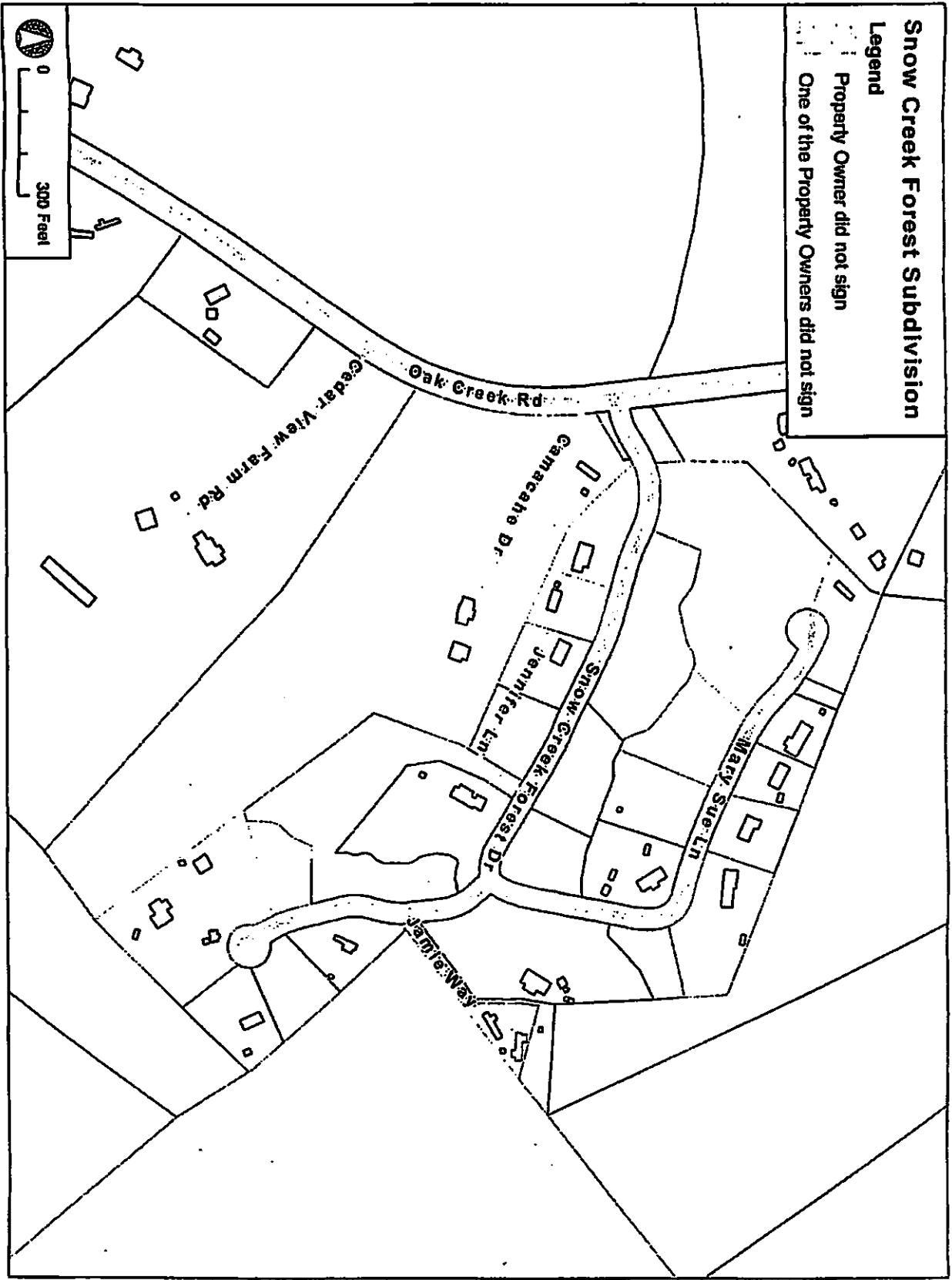
ATTACHMENT 1 (Map)

R&B Revised June 17, 2016

Snow Creek Forest Subdivision

Legend

- Property Owner did not sign
- One of the Property Owners did not sign



ATTACHMENT 2 (Application)

R&B Revised June 17, 2016

Application Checklist for Road Acceptance into Oconee County Rudimentary Road Program

ROAD INFORMATION

Road Name: SNOW CREEK FOREST DRIVE
Applicant Name & Title: DEBORAH SHARP
Applicant Phone Number: 864-324-1851
Applicant Email Address: DSharp@gha.org

CHECKLIST

COMMENTS

- The road is a private road.
- The cost of bringing this road up to County standards for public road acceptance would be prohibitive for property owners.
- The road serves a minimum of eleven occupied residences.
- All property owners adjacent to and/or served by this private, unpaved road have signed the Petition for Acceptance into Oconee County Rudimentary Road Program. (See Attachment 1)
- The road is unpaved and in a state of severe disrepair, such that it may be impassable by emergency vehicles or otherwise dangerous. Documentation and letter from Emergency Services has been obtained. (See Attachment 2). You may call Emergency Services at (864) 638-4200.

Deborah Sharp
9-08-2016 @ 10:40

Petition for Acceptance into Oconee County Rudimentary Road Program

Petition summary and background	A petition for acceptance of private, unpaved road into Oconee County's Rudimentary Road Program.
Action petitioned for	We, the undersigned, are all property owners adjacent to and/or served by a private, unpaved road that is in a severe state of disrepair.
By signing this petition I/we agree:	<p>Each property owner, individually, agrees to and assumes individual responsibility for all requirements stated below:</p> <ol style="list-style-type: none"> 1. To convey a 50' right-of-way to Oconee County ("the County") by deed that will allow the County to carry out all tasks necessary for the initial upgrade and maintenance of the entire road and to include a plat that identifies the easement area. 2. That all property owners adjacent to or served by this road will remove any structures, improvements, debris, etc. that exist within the right-of-way. 3. To accept the conditions and results of limited upgrade and maintenance, as well as resulting storm water runoff. 4. That use of this road by the public will be unrestricted. 5. To release, indemnify, and hold the County harmless from any claims or damages arising or alleged to have arisen, from or in any way related to the Rudimentary Road Program. 6. That the costs of bringing this road up to County standards for acceptance would be prohibitive for the residents. 7. That maintenance shall be on an as needed basis but not to exceed one (1) time per calendar year, barring the need for emergency-related work as determined by the Roads and Bridges Department. 8. That Rudimentary Roads shall not be eligible for improvements as contemplated by O.C. Code § 28-5. 9. That additional ingress and egress encroachments along Rudimentary Roads are prohibited. 10. That property owners will pay all costs associated with the Petition. Costs associated with the Petition may be allocated based on (Select one) <ul style="list-style-type: none"> <input type="checkbox"/> Road frontage <input type="checkbox"/> Assessed value of property <input type="checkbox"/> Number of lots along the road; or <input type="checkbox"/> Other agreement (must attach agreement to Petition)

Debbie Sharp -
9/6/16 394-1851 (cell)
585-7109 (work)
Patterson - This trailer
appears to be abandoned -
possibly in jail - Mail
falling out on ground

Barker - No physical address,
P.O. Box address

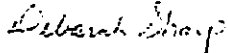
Ronald + Deborah Gatta -
Wouldn't sign

Did you get letter from
Sue Chief?

123 Snow Creek Forest Dr
 Seneca, SC 29678
 Phone: 864-324-1251
 Fax: 864-324-1251
 E-mail: jds5192@gmail.com

Ms. Judy Bailey
 P.O. Box 1126
 Seneca, SC 29678

My name is Deborah Sharp. I am writing you because tax records show you are a property owner of 123
 that is adjacent to or served by Snow Creek Forest Dr. Deane County has passed an ordinance to accept
 costs a private unpaved road, which to meet the standards requirements of the county public
 road system for minimum maintenance and assistance to enter for Snow Creek Forest Dr to be
 acceptance into this program all property owners must sign a petition for acceptance. I am enclosing a
 copy of the county ordinance and the requirements of each property owner. If you have any questions
 concerning these requirements, you can contact Mr. Kelly with Deane County Road at 864-886-1972
 or me at 864-324-1251. Subsequent to reviewing the provided documents, please inform me of an
 appropriate time and date in which we can meet to discuss signing stated petition.

Thank You,

 Deborah Sharp
 123 Snow Creek Forest Dr
 Seneca, SC 29678
 Phone: 864-324-1251
 jds5192@gmail.com

OFFICIAL MAIL RECEIPT

NO. 1000

DATE: 08/14/08

TO: Mr. Kelly Patterson

FROM: Seneca, SC 29678

AMOUNT: \$10.00

REMARKS: [illegible]

My name is Deborah Sharp. I am writing you because tax records show you are a property owner of land that is adjacent to or served by Snow Creek Forest Dr. Oconee County has passed an ordinance to accept certain private unpaved roads, which do not meet the standard requirements, into the county public road system for minimum improvement and maintenance. In order for Snow Creek Forest Drive to be accepted into this program all property owners must sign a petition for acceptance. I am enclosing a copy of the county ordinance and the requirements of each property owner. If you have any questions concerning these requirements, you can contact Mr. Kelly with Oconee County Roads at 864-826-1072 or me at 864-321-1651. Subsequent to reviewing the provided documents, please inform me of an appropriate time and date in which we can meet to discuss signing the stated petition.


Thank You,

Deborah Sharp

Deborah Sharp
 125 Snow Creek Forest Dr
 Seneca, SC 29678
 Phone: 864-321-1651
 dsh6519@gmail.com

Petition for Acceptance into Deane County Rudimentary Road Program

Printed Name	Signature	Address	Comment	Date
Juanita Turner	Juanita Turner	404 Jamie Way	we used the road for	7-14-16
Adelia M. Young	Adelia M. Young	308 MARY SUE LN	Hi Den roads	7-14-16
Ray M. Smith	Ray M. Smith	303 MARY SUE LN		07/14/2016
Teresa Smith	Teresa Smith	303 MARY SUE LN		7-14-16
Tony Wilson	Tony Wilson	309 MARY SUE LN		7-14-16
Barry Linder	Barry Linder	309 MARY SUE LN		7-14-16
Sharon Williams	Sharon Williams	402 Jamaica Way	on behalf of Sheryl Patricia Williams	7-14-16
Dan Fullenberry	Dan Fullenberry	314 Mary Sue Ln.	864-784-8042	7-14-16
Josh Rankin	Josh Rankin	122 Snow Creek Forest	864-680-0428	7-14-16
Charles Ellis	Charles Ellis	102 Snow Creek Forest	864-972-5670	7-14-16
Jeff Rankin	Jeff Rankin	122 Snow Creek Forest	864-723-3155	7-14-16
Ben Taylor	Ben Taylor	119 Snow Creek Forest	864 614-6408	7-14-16
Debbie Sharp	Debbie Sharp	123 Snow Creek Forest Dr		7-14-16
William Duvall	William Duvall	201 Jennie Lane	864 247-4075	7-19-16

Petition for Acceptance into Deane County Rudimentary Road Program				
Printed Name	Signature	Address	Comment	Date
RAMONA ELLISON		202 JENNIFER LANE		7-15-16

R&B Revised June 17, 2016

Petition for Acceptance into Oconee County Rudimentary Road Program

Vickie A. Duvall	Vickie A. Duvall	215 Johnny Carter Rd Seneca, SC 29172	make drivable	7/21/16
Samuel D. Duvall	Samuel D. Duvall	12016 Cornelia Rd. Seneca, SC 29172	make drivable	7/27/16
Brenda Gibson	Brenda Gibson	309 Mary Sue Ln. Seneca, S.C. 29178		08-18-16
David Powell	David Powell	250 Hatfield Seneca, SC 29178		8-19-16
Spencer Wilson	Spencer Wilson	109 Burg Ave, Seneca, SC	pave it	8/31/16
Charles Whitlock	Charles Whitlock	902 Marysue Ln Seneca	MAKE USABLE	9-5-16

ATTACHMENT 3 (Emergency Services Letter)

R&B Revised June 17, 2016



OCCONEE COUNTY EMERGENCY SERVICES

216 FERRISS AVE., WACATA, GEORGIA 30691, SOUTH CAROLINA 29915

"ONE COUNTY, ONE MISSION!"

(706) 684-9343

Fax: (888) 638-7341

Thursday, September 08, 2011

Mr. H. Mark Hill, Jr.
Fire Chief
County Emergency
216 S. Pine Street
Wacata, GA 29915

Subject: Oak Grove Forest Department - Road Program

Dear Mr. Hill:

I have reviewed our records and have spoken with local emergency services personnel. After my review of the cost for each additional mile of road program which would be provided by emergency services, I am unable to assist you in this regard. The cost of road program is too high for the safety of your personnel and the general public.

All roads are being funded from local sources. The cost of road program is too high for the safety of your personnel and the general public. I have created multiple road program which more than 2 miles and covering 100% of the road. The road program on the majority of the roads within the jurisdiction has been a very good. The program to implement which was a road program which would be provided by emergency services is too high for the safety of your personnel and the general public.

Please let me know if you please call me if you have any questions.

Sincerely,

Charles E. Hill, Fire Chief

EXHIBIT B

**STATE OF SOUTH CAROLINA)
)
COUNTY OF OCONEE)**

GRANT OF EASEMENT AND RIGHT-OF-WAY

THIS GRANT OF EASEMENT AND RIGHT-OF-WAY (“Easement and Right-of-Way”) is made and granted as of this _____ day of _____, 2017 by Duvall Building and Grading, Inc. (“Grantor”) unto Oconee County, South Carolina, its successors and assigns (“Grantee”).

WITNESSETH

WHEREAS, Grantor is the owner and holder of fee simple title to that certain piece, parcel, or lot of land lying and being situate in Oconee County, South Carolina, and being more fully described as Snow Creek Forest Drive, Private Road P-2978, consisting of 2.26 acres, being shown and described on the Survey of James G. Hart, dated April 18, 2017 and recorded _____, 2017 in Book _____, Page _____, records of the Oconee County Register of Deeds, a copy of which is attached hereto as Exhibit “A” (hereinafter the “Right-of-Way Property”).

WHEREAS, Grantee wishes to construct, expand, improve, operate, and/or maintain a public road and related improvements, upon the Right-of-Way Property; and

WHEREAS, Grantor wishes to grant, bargain, sell, and convey unto Grantee a right-of-way and easement related to the construction, expansion, improvement, operation, and/or maintenance of such public road and related improvements over, across, above, beneath and through the Right-of-Way Property;

NOW THEREFORE, Grantor, for and in consideration of Ten and no/100 (\$10.00) dollars, the receipt and sufficiency of which are hereby acknowledged, does hereby agree, grant, and declare as follows:

- 1. **GRANT.** Grantor hereby grants, bargains, sells, and conveys unto Grantee, its servants, employees, contractors, licensees, visitors and guests, a perpetual non-exclusive easement and right-of-way, running with the land, over, across, above, beneath, and through the Right-of-Way Property, for the purposes of:
 - a. entering upon and accessing the Right-of-Way Property; and
 - b. constructing, using (and making available for public use), maintaining, operating, improving, expanding, removing, relocating, repairing, altering, and replacing, as Grantee may, in its sole discretion, deem necessary or desirable, a public road upon the Right-of-Way Property, along with any associated storm drainage, public utilities, and/or other appurtenances deemed by Grantee to be necessary, for the use and benefit of such public road and any related appurtenances (collectively, the “Public Road”); and
 - c. clearing and at all times keeping the Right-of-Way Property free of any and all vegetation, improvements or impediments that might endanger, injure, or

interfere with the construction, use, maintenance, operation, alteration, improvement, expansion, removal, relocation, repair, or replacement of the Public Road, or any part thereof.

2. **NO WAIVER.** The failure of Grantee to exercise any of the rights herein granted shall not be construed as a waiver or abandonment of such rights thereafter at any time, and shall not preclude the subsequent exercise of any or all of the same. Neither Grantor nor its heirs, successors, or assigns shall erect, plant or otherwise place any building, fence, sign, vegetation, encroachment or other obstruction upon or over the Right-of-Way Property. Nothing herein shall limit Grantee's aforesaid rights, including, without limitation, Grantee's right to erect or otherwise place signage, public utility appurtenances, or other necessary appurtenances upon the Right-of-Way Property.

3. **ENCROACHMENTS.** Should any building, fence, sign, vegetation, improvement, impediment or other obstruction (each an "Encroachment") be erected, planted or otherwise placed upon or over the Right-of-Way Property, Grantee, by and through its agents, representatives, servants, employees, and contractors, in the sole discretion of Grantee, may remove such Encroachment at Grantor's cost and expense. Grantee shall not be responsible for the replacement of or any damage caused by or done to such Encroachment.

4. **WAIVER OF DAMAGES.** Grantor hereby waives any claim for damages, if any, against Grantee, its successors or assigns, arising out of this Easement and Right-of-Way or the existence or use of the Public Road, and hereby accepts the surface water from drainage ditches, the Public Road and culverts located within the Right-of-Way Property, and specifically assumes the responsibility for drainage ditches, culverts, and similar appurtenances located outside of the Right-of-Way Property.

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

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

[execution page follows]

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

WITNESSES:

GRANTOR:

Duvall Building and Grading, Inc.

(Witness)

By: _____

(Witness)

Its: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF OCONEE)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this _____ day of _____, by _____ on behalf of Duvall Building and Grading, Inc.

Notary Public for _____
My commission expires: _____

Exhibit A

Survey of Right-of-Way Property

[see attached]

EXHIBIT C

STATE OF SOUTH CAROLINA)
) **ACCESS, CONSTRUCTION, AND MAINTENANCE**
COUNTY OF OCONEE) **EASEMENT AND AGREEMENT**

KNOW ALL MEN BY THESE PRESENTS that _____
("Grantor"), for and in consideration of the sum of ONE DOLLAR AND NO CENTS (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants Oconee County ("Grantee"), its employees, agents, and assigns, an Access, Construction, and Maintenance Easement and Agreement ("Easement and Agreement") over and through the following property (hereinafter "Grantor's Property"), which is held and owned by Grantor in fee simple:

Tax Map #: _____

Deed Reference: Book: _____ Page: _____

Plat Reference: Book: _____ Page: _____

The non-exclusive access, construction, and maintenance easement being granted hereby shall be used by Grantee for the purpose of access to, and construction and maintenance of, Snow Creek Forest Drive, being shown and described on the Survey of James G. Hart, dated April 18, 2017 and recorded _____, 2017 in Book _____, Page _____, records of the Oconee County Register of Deeds, a copy of which is attached hereto as Exhibit "A," (the "Road") for activities including, but not limited to, entry, occupation, sloping, grading, clearing, grubbing, excavation, and storage of materials. The portion of Grantor's Property particularly subject to the easement granted herein shall include all land that is within fifteen (15') feet of the Road ("Easement Premises").

The undersigned acknowledges that improvements to, and maintenance of, the Road shall be carried out as Oconee County deems appropriate, reasonable, and necessary in its sole discretion for the purpose of compliance with Oconee County's Rudimentary Road Program, Section 26-12 of the Oconee County Code of Ordinances, which is an ordinance purposed to establish standards for, and procedures in relation to, the acceptance of certain substandard roads into the Oconee County public road system for minimum improvement and minimum maintenance.

Grantor also agrees to the following:

1. To remove any structures, improvements, debris, etc. that exist within the Easement Premises, as necessary.
2. To accept the conditions and results of limited upgrade and maintenance, as well as resulting stormwater runoff.
3. That use of the Road by the general public will be unrestricted.

4. To release, indemnify, and hold Grantee harmless from any claims or damages arising, or alleged to have arisen, from or in any way related to the Road, including the construction and maintenance thereof, and/or this Easement and Agreement.

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

The terms and provisions of this Easement and Agreement shall constitute covenants running with the land and shall be binding upon Grantor, its administrators, heirs, successors, and assigns, and inure to the benefit of Grantee, its successors and assigns, and all persons whomsoever claiming under or through such parties.

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

WITNESSES:

(Witness)

(Witness)

GRANTOR:

By: _____

Its: _____

STATE OF SOUTH CAROLINA)

)

COUNTY OF OCONEE)

)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this _____ day of _____, by _____ on behalf of _____.

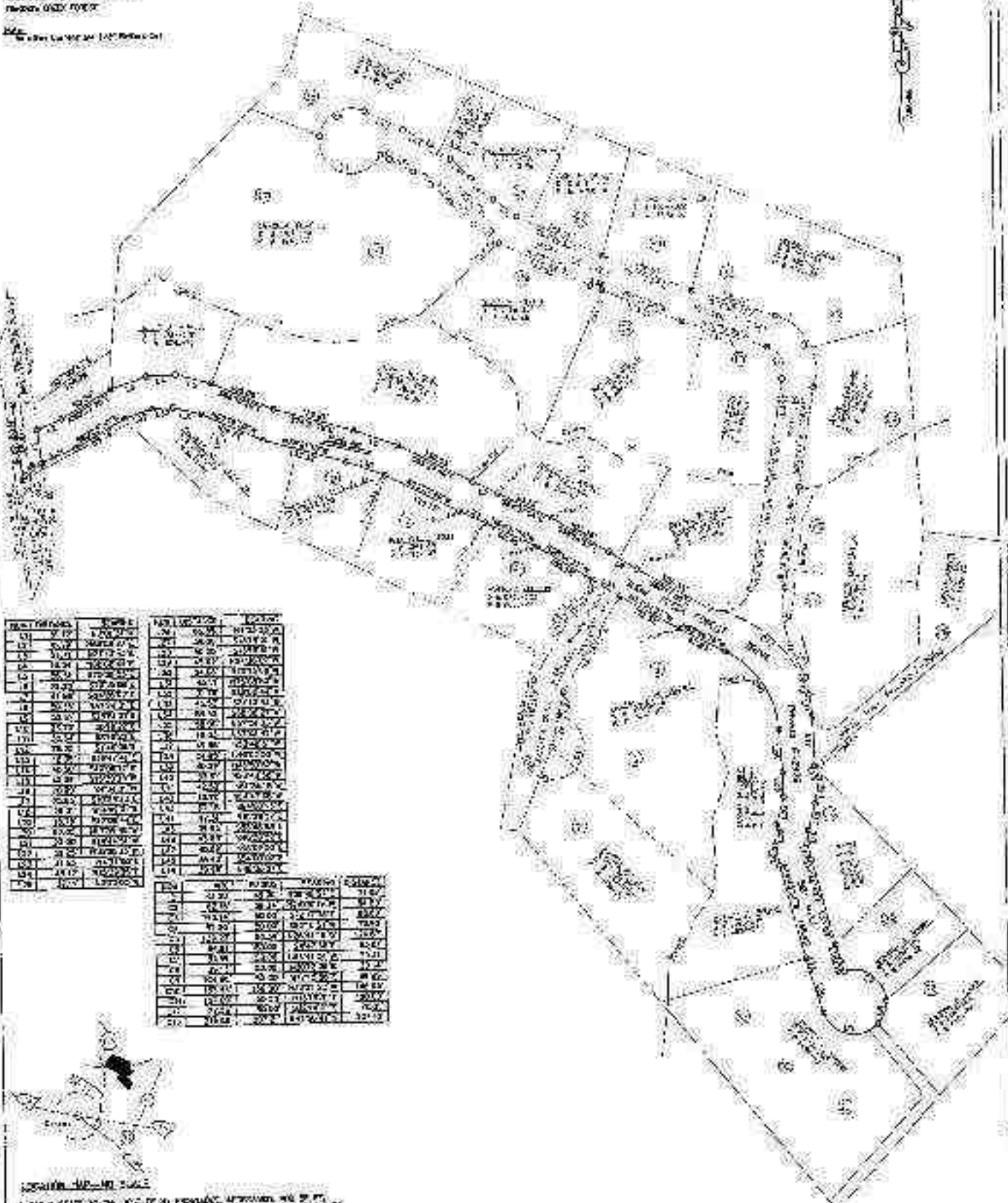
Notary Public for _____
My commission expires: _____

PROPERTY OF DUNNELL BUILDING & GRADING INC.

SEWER TOWNSHIP - BOONE COUNTY - MISSOURI
 DATE: April 15, 2017
 TAX MAP 2016-01-04-14
 REGION: GSEY RIVER

Scale: 1" = 100' (Not To Scale)

Boone County, Missouri



LOT NO.	AREA (SQ. FT.)	PERCENTAGE	ADJACENT LOT NO.	ADJACENT AREA (SQ. FT.)	ADJACENT PERCENTAGE
1	1200	1.00%	2	1200	1.00%
2	1200	1.00%	3	1200	1.00%
3	1200	1.00%	4	1200	1.00%
4	1200	1.00%	5	1200	1.00%
5	1200	1.00%	6	1200	1.00%
6	1200	1.00%	7	1200	1.00%
7	1200	1.00%	8	1200	1.00%
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112	1200	1.00%	113	1200	1.00%
113	1200	1.00%	114	1200	1.00%
114	1200	1.00%	115	1200	1.00%
115	1200	1.00%	116	1200	1.00%
116	1200	1.00%	117	1200	1.00%
117	1200	1.00%	118	1200	1.00%
118	1200	1.00%	119	1200	1.00%
119	1200	1.00%	120	1200	1.00%



Location Map - No Scale
 I HEREBY STATE TO BE THE ACT OF AN INSTRUMENT APPROVED AND BY ME
 THE SHERIFF AND NOTARIAL PUBLIC IN CONNECTION WITH THE PROPERTY OF
 OF THE STATE OF MISSOURI FOR THE COUNTY OF BOONE MISSOURI
 IN BOONE COUNTY, MISSOURI OF WHICH THE RECORDS ARE A CASE
 NO. 2016-01-04-14

REVISED 7-11-15 & 1-16-16
 311 S. 4th St.
 200 PHOENIX, IA, 50150
 563-382-1234
 TOWNSHIP 36R R2E T48N



PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: May 16, 2017

ITEM TITLE:

Procurement #: **RFP 16-15** Title: **Title Search Services** Department: **Delinquent Tax** Amount: **\$167,500.00**

FINANCIAL IMPACT:

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

Finance Approval: *Adale Price*

Budget: 45,000	Project Cost: 45,000	Balance: 0.00	FY 2017 Budget Year
Budget: 122,500	Project Cost: 122,500	Balance: 0.00	FY 2018 Budget Year

BACKGROUND DESCRIPTION:

The Request for Proposal (RFP) # 16-15 was issued on March 15, 2017, to select a contractor to conduct approximately 1750 title searches (\$90 each) plus 250 title updates (\$40 each) of various parcels of real property for the Delinquent Tax Office in preparation for the annual Tax Sale. The RFP allows for a one year contract with four, one-year renewals if pricing and terms are mutually acceptable. On April 11, 2017, formal sealed proposals were opened for Title Search Services. Ten firms were originally notified of this opportunity and four firms submitted proposals. An evaluation committee consisting of Anna Davison, Register of Deeds, Kevin Robinson, Delinquent Tax Collector, Harriett Thomas, Senior Records Analyst for the Delinquent Tax Office, Linda Shugarl, County Assessor, and David Root, County Attorney, reviewed all responses and unanimously recommended Landvision Titles of Walhalla, SC, as the most qualified firm to perform these services.

South Carolina Law Title 12, Section 12-49-300 requires that the Delinquent Tax Office give notification to all interested parties, creditors and mortgage holders prior to seizure. Notification must be by certified mail (return receipt requested) 30 days prior to the sale of the property at a tax sale. A Title Search is required to determine all interested parties, creditors and mortgage holders. If the County fails to meet the requirements of Title 12, Section 12-49-300, the delinquent tax sale could be challenged which would result in a loss of approximately \$500,000.00 in delinquent and current taxes. The cost for the title search contract will be paid from fees collected from delinquent taxpayers and the tax sale proceeds.

ATTACHMENT(S):

1. Summary Score Sheet for Council

STAFF RECOMMENDATION:

It is the staff's recommendation that Council (1) approve the award of RFP #16-15, Title Search Services for Delinquent Tax Office to Landvision Titles of Walhalla, SC, not to exceed the estimated amount of \$167,500.00 for a one year period and (2) authorize the County Administrator to approve up to four, one-year renewals of this contract, if services are satisfactory.

Submitted or Prepared By: *Robyn Courtright* Approved for Submittal to Council: *T. Scott Moulder*

Robyn Courtright, Procurement Director

T. Scott Moulder, County Administrator

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

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

	Evans Bunch	Fidelity National Title Group	Landvision Titles	Title Resolutions
A	366.60	100	470	293.40
B	370	116.60	470	363.40
C	343.40	150	453.40	326.60
D	315	180	453.40	276.60
TOTAL	1395	526.60	1846.80	1260
RANKING	2	4	1	3

NOTICE OF PUBLIC HEARING

There will be a public hearing on an ordinance with respect to the approval by Oconee County, South Carolina of a fee-in-lieu-of-tax (FILOT) agreement and a special source revenue credit ("SSRC"). The FILOT and SSRC will be entered into by Oconee County with Epoch Clemson, LLC. Epoch Clemson, LLC is located on Jacobs Rd near Hwy 123 in Seneca, South Carolina consisting of Tax Map #s: 27-00-01-002 and 27-00-01-030.

Said public hearing is to occur at a meeting of the Oconee County Council in the Administration Building, 415 South Pine Street, Walhalla, South Carolina on Tuesday, May 16, 2017 at 6:00 p.m.

OCONEE COUNTY, SOUTH CAROLINA

Edda Cammick
Chairman of County Council

NOTICE OF PUBLIC HEARING

There will be a public hearing on an ordinance with respect to the approval by Oconee County, South Carolina of a fee-in-lieu-of-tax (FILOT) agreement. The FILOT will be entered into by Oconee County with Itron, Inc. The Itron, Inc. facility is located at 313 North Highway 11, West Union, South Carolina. Said public hearing is to occur at a meeting of the Oconee County Council in the Administration Building, 415 South Pine Street, Walhalla, South Carolina on Tuesday, May 16, 2017 at 6:00 p.m.

OCONEE COUNTY, SOUTH CAROLINA

Edda Cammick
Chairman of County Council

Katie Smith

From: Katie Smith
Sent: Monday, April 24, 2017 4:56 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 on May 16, 2017 at 6pm 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 2016-20

AN ORDINANCE AMENDING ARTICLE II OF CHAPTER 12 OF THE OCONEE COUNTY CODE OF ORDINANCES, REGARDING NOISE REGULATION WITHIN THE UNINCORPORATED AREAS OF THE COUNTY; AND OTHER MATTERS RELATED THERETO.”

Please confirm receipt of this email by way of reply.

Katie D. Smith
Clerk to Council
Oconee County
415 S. Pine St. Walhalla

864.718.1023

Fx: 864.718.1024

ksmith@oconeesc.com

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MINUTES

BUDGET, FINANCE & ADMINISTRATION COMMITTEE

April 25, 2017

MEMBERS, ALL OCONEE COUNTY COUNCIL

Ms. Edda Cammick District I, Chairwoman
Mr. Wayne McCall, District II Mr. Paul Cain, District III
Mr. Julian Davis, District IV Mr. Glenn Hart, District V

The Oconee County Budget, Finance & Administration Committee met Tuesday, April 25, 2017 at 5:30 PM in Council Chambers, Oconee County Administrative Offices, 415 South Pine Street, Walhalla, SC with Committee members Ms. Cammick; Mr. McCall; Mr. Hart, Mr. Cain and Mr. Davis, as well as Administrator Scott Moulder, County Attorney David Root, and Katie Smith, Clerk to Council present.

Press: Pursuant to the Freedom of Information Act, notice of the meeting, date, time, place of meeting and agenda were posted on the bulletin board at the County Administrative Offices, 415 South Pine Street, Walhalla, SC, and the County Council website [www.oconeese.com/council]. In addition it was made available [*upon request*] to the newspapers, radio stations, television stations and concerned citizens.

Member of the press present: Steven Bradley – Daily Journal.

Call to Order:

Ms. Cammick called meeting to order at 5:30 p.m.

Approval of Minutes

Ms. Cammick noted a Scribner's error on the February 14, 2017 minutes. The Clerk has been made aware of the error and would be corrected prior to the minutes being filed. Mr. Hart made a motion, seconded by Mr. McCall, approved 5 – 0, to approve the February 14, 2017 minutes as presented.

Mr. Davis made a motion, seconded by Mr. Cain, approved 5 – 0, to amend agenda for Mr. Moulder to present FY 2017-2018 Budget Process discussion prior to the Strategic Planning meeting.

Discussion Items

FY 2017-2018 Budget Process Discussion

Mr. Moulder addressed the Committee utilizing a handout [copy filed with these minutes] regarding retirement numbers. He noted Governor Henry McMaster has signed the bill which will have a 13.65% increase in the employee contributions and has gone into effect and will impact employees next year.

Mr. Moulder addressed the Committee utilizing the Administrator's Recommended Budget FY 2017-2018 [copy filed with these minutes] and noted the summary changes to include:

- Lost Revenue includes for a Budget Reduction of \$1,787,420:
 - Fund Balance Usage
 - TCTC Transfer
 - Economic Development Transfer
 - Miscellaneous Revenue

- Expense Changes to include Reduced Expenses of \$1,292,722:
 - Removed Fund Balance Replenishment
 - Sheriff Salary Structure
 - Cut Expenses
 - Add-in OPEB ARC
 - Miscellaneous Reduction of Users

The Current out of Balance total is \$494,698. With the expense reduction, expense addition, and proposed additional expense reduction, it would put a positive surplus at \$396,509 that could be allotted for other purposes or for fund balance replenishment.

Discussion followed.

The Committee thanked Mr. Moulder and Finance staff for their hard work regarding the budget.

Ms. Cammick suggested that a portion of the total that is left over and assign to the volunteer fire stations to hire part time paid staff. They are having issues with staffing during the week and during the day because most of their volunteers have jobs. There is no issue with staffing on weekends, holidays, or nights.

Mr. McCall made a motion based on Ms. Cammick's previous suggestion, seconded by Mr. Hart, to assign a portion of the leftover balance to the volunteer fire stations to hire part paid staff. Lengthy discussion followed to include but not limited to:

- Send to Transportation Committee to discuss
- Municipality contract
- Extended Fire Contracts by one year
- 17 fire stations, not counting substations
- Staff at each station every day
- Volunteers to float among the stations
- Phase out funds for the cities
- \$265,000 which includes salary, insurance, etc. for 6 positions
- 11 of 16 fire stations would be covered every day
- OPEB
- 15 Positions Reduction in Force

Regarding the motion made by Mr. McCall, seconded by Mr. Hart, it was approved 5 – 0 to direct the County Administrator to consider to add a percentage of the remaining funds to the FY2018 Budget.

Mr. Cain noted that he would like to discuss adding a hospitality tax at some point in the future. He noted that positions are being eliminated and have to find other sources of revenue.

Strategic Planning Summary

Unpaid Boat Taxes

- Letter was sent to Senator Thomas Alexander and he acknowledged receipt of the letter

Dilapidated Structure Ordinance

- International Maintenance Code has already been adopted
- No new ordinance is needed
- Code Enforcement Officer
- Funds to pay for the demolition

Licensing Pets

- Spay/Neuter Program
- Oconee County DOG AND CAT Population Control Ordinance 4/17 [copy filed with these minutes]
- Program in place that allows registration for licensures

Government Slow to Act

- County Vehicles need to have sticker placed on side of car that reads “Property of Oconee County Motor Pool – Official Use Only” and on front and back of car needs to display a number and remove department names and go to motor pool and check out for use
- Some departments use county vehicles everyday so having to check out with motor pool may become problematic
- Easier to see identify who has vehicle if department name remains on vehicle
- Substantial penalty involved through personnel policy manual, i.e. written reprimand, days off without pay, etc.
- Display sign on dashboard that reads “Handheld cell phone use prohibited”

Upon Mr. McCall’s request, Mr. Andy Lee addressed Council regarding Building Codes concerning the permit process and inspections.

Tri-County Tech not Meeting the Needs of Industry

- Everchanging
- Putting people to work
- Specialty areas to include Industrial Electronics, Mechatronics, etc.

Recreation Funding

- Would be best paid for with Capital Project Sales Tax
- Impacts that recreation has on youth
- Different avenues of recreation to include art, music, etc. not just football, basketball, etc.

Mr. Davis to make plan for Recreation Funding.

Management Restructure Plan

- Moving forward with Mr. Martin
- Other ideas to make adjustments

Mr. Moulder updated Council with numbers for ADA Compliance.

- High Falls in house: \$125,000 not \$214,000
- Chau Ram in house: \$100,000 not \$150,000

Other Business

None discussed at this meeting.

Adjourn

Mr. Hart made a motion, approved unanimously, to adjourn the meeting at 7:11 p.m.

Respectfully Submitted:

Katie D. Smith
Clerk to Council



NOTES

BUDGET, FINANCE & ADMINISTRATION COMMITTEE May 9, 2017

FY 2017-2018 Budget Process Discussion

Mr. Moulder addressed the Committee utilizing the Administrator's Recommended Budget FY 2017-2018, PowerPoint presentation and handout. Based on the direction from the Committee at the last meeting, adjustments were made that was requested.

Discussion followed to include:

- General Fund Request amount was \$44,397,501
- Capital Vehicle Request was \$936,000 in the General Fund for Equipment and Replacements
- Revenues and Expenditures as presented in the budget was \$44,397,501 with an equivalent amount of revenue that will support those expenses
- No tax increase
- Allocation of millage
- In the process of developing the Budget Ordinance
- Factoring in the Fee-in Lieu of Tax discussion into the Budget Ordinance to be approved on an annual basis
- Special Revenue Funds
 - Sheriff Victim Services
 - Solicitor's Victim Services
 - 911
- Emergency Services Fund
- Tri-County Technical College Fund adjustment was made to the Pendleton campus annual payment and was relocated from another fund
- Road Maintenance stayed the same
- Economic Development was decreased
- Bridge and Culverts stayed the same
- Rock Quarry is an enterprise fund

Strategic Planning Summary

Pet Ordinance

- Rough draft of Pet Ordinance [copy filed with these minutes]
- Prices
- Existing Animal Control Officers
- Pet Licensure
- Compliance Grace Period
- Compliance Transition Period
- Microchipping provision
- Six months compliance period
- Permit for multiple dogs
- \$40 fee per unaltered animal

Sheriff Crenshaw addressed the Committee regarding animal control officers. He noted there are six employees assigned in Animal Services. Three generally stay at the shelter and three generally respond to calls for service.

Updated Proposal for Corridor Planning

- Alta Planning and Design Consultants
- Traffic and Safety along Hwy 123 Corridor
- Removed other planning devices regarding rustic elegance and land development
- Traffic design is primary focus for increased safety

- Spoke with City of Clemson about partnering but were not interested at this time but would participate, offer advice, or help
- Spoke with Clemson University professors and students that specialize in planning and urban development
- Students are not available at current time, but may be available in fall semester
- Implement draft language and planning document for ordinance development

Distracted Driving

- Enlarging numbers and making more prominent in better locations on County vehicles
- Hands-free notification on all vehicles

Mr. Davis made a motion, seconded by Mr. Hart approved 5 – 0, to amend the agenda to allow for Executive Session in reference to a personnel matter per discussion from County Administrator for Community Development and receive legal advice attendant thereto.

No action was taken during Executive Session.

The next Budget, Finance & Administration Committee meeting is Tuesday, August 8, 2017 at 5:30 p.m.