

Special Meeting

AGENDA  
OCONEE COUNTY COUNCIL MEETING  
TUESDAY, NOVEMBER 10, 1998  
6:00 PM  
OCONEE COUNTY ADMINISTRATIVE OFFICES  
415 S. PINE STREET  
WALHALLA, SC

1. Call to Order
2. Invocation
3. Ordinance 98-10, AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN AGREEMENT BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND DUNLOP MAXFLI SPORTS CORPORATION FOR GRANTING CERTAIN INFRASTRUCTURE CREDITS TO DUNLOP MAXFLI SPORTS CORPORATION
4. Consideration of option to purchase 5 acres more or less near Seneca, SC
5. Old Business
6. New Business
7. Adjourn

## **MEMBERS, OCONEE COUNTY COUNCIL**

Mr. Tim O. Hall, III, District I   Mr. J. Harold Thomas, District II  
Mr. Harry R. Hamilton, District III   Mrs. Ann H. Hughes, District IV  
Mr. Charles R. "Chuck" Timms, District V

## **MINUTES, SPECIAL MEETING, OCONEE COUNTY COUNCIL**

The Oconee County Council held a special meeting Tuesday, November 10, 1998 at 6:00 pm with all Council Members (Mr. Hall came in at 6:10 pm) and the County Attorney present.

### **Press:**

Members of the press notified (by mail): Journal/Tribune, Keowee Courier, Westminster News, Anderson Independent, Greenville News, WGOG Radio, WSNW Radio, WCCP Radio, WPEK Radio, The Times Upstate, Northland Cablevision, WYFF TV, WSPA TV & WLOS TV.

Members of the press present: Dick Mangrum – WGOG Radio & Laura Gabrels – Anderson Independent.

### **Call to Order:**

The meeting was called to order by Supervisor-Chairman Orr.

### **Invocation:**

The invocation was given by Mr. Hamilton.

### **Ordinance 98-10:**

Mr. Hamilton made a motion, seconded by Mrs. Hughes, approved 4 – 0 (Mr. Hall not present at this time) that Ordinance 98-10, "AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN AGREEMENT BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND DUNLOP MAXFLI SPORTS CORPORATION FOR GRANTING CERTAIN INFRASTRUCTURE CREDITS TO DUNLOP MAXFLI SPORTS CORPORATION" be adopted on first reading.

### **DAVCO Building:**

Mr. Thomas made a motion, seconded by Mr. Hall, approved 5 – 0 that the county enter into an option with Mr. David Davenport to purchase approximately five acres of land in the Seneca area with the county giving Mr. Davenport \$500 for the option through December, 1998 with there being no extension of the option past that date.

**Ordinance 98-13:**

Mr. Hamilton made a motion, seconded by Mrs. Hughes, approved 5 – 0 that Ordinance 98-13, “AN ORDINANCE TO PROVIDE FOR THE TRANSFER OF FUNDS NOT TO EXCEED \$285,000 FROM THE FUND BALANCE OF OCONEE COUNTY, SOUTH CAROLINA FOR THE ACQUISITION OF CERTAIN REAL PROPERTY AND IMPROVEMENTS LOCATED IN OCONEE COUNTY, SOUTH CAROLINA AND OTHER MATTERS RELATING THERETO” be adopted on first reading in title only.

Mr. Hall made a motion, seconded by Mr. Thomas, approved 5 – 0 that an environmental audit be conducted on the property with the extent of the audit being determined by the county engineer.

**Public Hearing/Ordinance 98-13:**

Council scheduled a public hearing to receive written and/or oral comments regarding Ordinance 98-13, Tuesday, December 15, 1998 at 3:00 pm in Council Chambers, 415 S. Pine Street, Walhalla, SC.

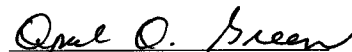
**Adult Entertainment Club:**

After an extensive discussion, Council voted 3 – 2 (Mr. Hamilton & Mr. Thomas voting against) that a permit for an adult entertainment club be issued and a declaratory judgement be sought to determine if the county can stop such a business from operating with a house in Anderson County being within the one thousand foot perimeter of the business as stated in Ordinance 98-5, “AN ORDINANCE TO REGULATE SEXUALLY ORIENTED BUSINESSES WITHIN THE UNINCORPORATED AREAS OF OCONEE COUNTY”.

**Adjourn:**

Adjourn: 7:05 pm

Respectfully Submitted

  
Opal O. Green  
Council Clerk

## ORDINANCE

AN ORDINANCE AUTHORIZING THE EXECUTION  
AND DELIVERY OF AN AGREEMENT BETWEEN  
OCONEE COUNTY, SOUTH CAROLINA AND  
DUNLOP MAXFLI SPORTS CORPORATION FOR  
GRANTING CERTAIN INFRASTRUCTURE CREDITS  
TO DUNLOP MAXFLI SPORTS CORPORATION

WHEREAS, the County is authorized by Section 4-1-175 of the Act to provide an infrastructure tax credit (the "Infrastructure Credit"), secured by and payable solely from revenues of the County from payments in lieu of taxes pursuant to Article VIII, Section 13 of the South Carolina Constitution and Section 4-12-30 of 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, the County and Pickens County have established a joint county industrial business park (the "Park") by entering into an Agreement for Development for a Joint County Industrial Park (the "Park Agreement"); and

WHEREAS, in accordance with the provisions of an Inducement Agreement dated as of November 5, 1998, by and between Dunlop Maxfli Sports Corporation, a corporation existing under the laws of the State of Delaware (the "Company") and the County, the Company has determined that it desires to construct a facility for the purpose of manufacturing of sports equipment and accessories in the Park, which facility will consist of certain land, buildings and equipment associated with the infrastructure to be owned, leased or used by the Company (the "Infrastructure") and to be located on the real property described in *Exhibit A* attached hereto (the "Project"); and

WHEREAS, pursuant to the provisions of the Joint County Industrial Park by and between Oconee County and Pickens County dated May 4, 1998, and as amended from time to time, the Company is obligated (i) to make or cause to be made payments in lieu of taxes ("Fee Payments") in amounts equal to the payments specified in the ordinance of Oconee enacted on December 1, 1998 pursuant to Section 4-12-30 of the Act authorizing payments in lieu of taxes with respect to the Project, (ii) to maintain the Project in good repair at its own expense and (iii) to carry all proper insurance with respect thereto; and

WHEREAS, having determined that the Project will provide public benefits incident to conducting industrial operations, and in order to implement the public purposes enumerated in the Act and in furtherance thereof to assist the Company in expanding and maintaining an industrial facility within the State of South Carolina, the County has agreed to assist in financing

a portion of the costs of the Infrastructure through an Infrastructure Credit in an amount equal to 25% percent of the Fee Payments paid by the Company in the Park; and

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 of South Carolina by assisting the Company to locate an industrial facility in the State of South Carolina, the financing of the Infrastructure by the County through Infrastructure Credits is hereby authorized, ratified and approved.

Section 2. Pursuant to the authority of the Act, there is hereby authorized to be provided, and shall be provided, an infrastructure tax credit of the County in the amount of twenty-five (25%) percent of the Fee Payments after the payments of any fees due to Pickens County pursuant to the Park Agreement each year for the first ten (10) years of negotiated payments pursuant to 4-12-30 of the Act commencing in the year property is first made subject to the Lease.

Nothing in this ordinance shall be construed as an obligation or commitment by the County to expend any of its funds other than the Fee Payments derived by the County.

The County has determined that the purposes to be accomplished by the Project are proper governmental and public purposes and that the inducement of the location of the Project within the State of South Carolina is of paramount importance and the benefits of the Project are greater than the cost, and that the Project is anticipated to benefit the general public welfare of the County in that the proposed Project will provide services, employment, and other public benefits not otherwise provided locally; and that the Project will give rise to no pecuniary liability of the County, or a change against its general credit or taxing power.

Section 3. The Supervisor/Chairman of the County Council and the Clerk to the County Council and any other proper officer of the County, be and each of them is hereby authorized and directed to execute and deliver any and all documents and instruments and to do and to cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated by this ordinance.

Section 4. The provisions of this ordinance are hereby declared to be separable and if any section, phrase or provision 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 5. All orders, resolutions, ordinances and parts thereof in conflict herewith are, to the extent of such conflict herewith are, to the extent of such conflict, hereby repealed and this

ordinance shall take effect and be in full force from and after its passage and approval.

Passed and approved this 1st day of December, 1998.

OCONEE COUNTY, SOUTH CAROLINA

Harrison E. Orr, Supervisor/Chairman of County Council  
Oconee County, South Carolina

ATTEST:

Opal O. Green, Clerk to County Council  
Oconee County, South Carolina

First Reading: November 5, 1998  
Second Reading: November 17, 1998  
Public Hearing: November 17, 1998  
Third Reading: December 1, 1998

**EXHIBIT "A"**

**DESCRIPTION OF LAND**

## HAYNSWORTH, MARION, McKAY &amp; GUÉRARD, L.L.P.

75 Beattie Place  
Two Insignia Financial Plaza, 11th Floor  
Post Office Box 2048  
Greenville, South Carolina 29602

TELECOPIER NUMBER (864) 240-3382

TELECOPIER COVER LETTER

**PRIVILEGED AND CONFIDENTIAL**

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PLEASE DELIVER THE FOLLOWING PAGE(S) TO:

NAME: Opal O. GreenCc: Tim Cain, Esquire 864-882-7182FIRM/COMPANY: Oconee CountyTELEPHONE: \_\_\_\_\_ FAX NO: 864-638-4241FROM: Mr. Jeremy L. CookCOMMENTS: Please place the attached Ordinance to amend the Oconee/Pickens Park Agreement on the agenda for first reading on November 5, 1998.

NUMBER OF PAGES INCLUDING THIS COVER LETTER: \_\_

DATE: 10/27/98

FILE NO.: \_\_\_\_\_

IF YOU DO NOT RECEIVE ALL PAGES OR IF ANY TRANSMISSION IS  
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IMMEDIATELY.



ORDINANCE 98- 13

AN ORDINANCE TO PROVIDE FOR THE TRANSFER OF FUNDS NOT TO EXCEED \$ \_\_\_\_\_ FROM THE FUND BALANCE OF OCONEE COUNTY, SOUTH CAROLINA FOR THE ACQUISITION OF CERTAIN REAL PROPERTY AND IMPROVEMENTS LOCATED IN OCONEE COUNTY, SOUTH CAROLINA AND OTHER MATTERS RELATING THERETO (IN TITLE ONLY).

STATE OF SOUTH CAROLINA)

**OPTION TO PURCHASE**

COUNTY OF OCONEE)

THIS AGREEMENT made and entered into this \_\_\_ day of November, 1998, by and between DAVCO INDUSTRIES, INC. (hereinafter referred to as "Seller"), and OCONEE COUNTY (hereinafter referred to as "Purchaser"),

**WITNESSETH:**

FOR AND IN CONSIDERATION of the sum of \$500.00 as well as the mutual covenants and agreements set forth herein, the receipt and sufficiency of which are hereby accepted and acknowledged, the Seller hereby grants to the Purchaser the first and exclusive right and option to purchase the within-described premises. The option period shall commence on the date of execution of this agreement and shall be effective for a period of ninety (90) calendar days thereafter and shall, therefore, expire on \_\_\_\_\_, 1999, unless exercised or extended as provided herein. The Purchaser shall give notice to the Seller of its desire to exercise this Option within the option period, and the closing shall take place within thirty (30) days thereafter at such location as may be designated by the Purchaser.

Should the Purchaser timely exercise this Option to Purchase, upon request of the Purchaser, and with a tender of the balance of the purchase price as set forth herein then due and owing by valid check or draft of the Purchaser, the Seller agrees to provide and execute a general warranty deed to the subject premises to the Purchaser, free and clear of any liens or encumbrances thereon or legal objections thereto.

**SECTION I. PREMISES.** The subject matter of this Option Agreement is described as follows, to-wit:

ALL that certain piece, parcel or lot of land lying and being in the State of South Carolina, County of Oconee, Seneca Township, containing **FIVE (5) acres**, more or less, with improvements thereon, as shown and more fully described on a plat thereof prepared by James G. Hart, RLS, dated September 30, 1983 and recorded in Plat Book P-48, at page 701, records of Oconee County, South Carolina.

**SECTION II. PURCHASE PRICE.** Should the Purchaser exercise this Option and purchase the subject property, the purchase price shall be the sum equal to Two Hundred Eighty Thousand Dollars (\$280,000.00).

It is mutually understood and agreed that in the event the Purchaser does exercise this Option to Purchase within the time period set forth herein, the amounts paid as consideration for said Option and any extension thereof shall be applied to the purchase

price as set forth herein.

**SECTION III. MUTUAL PROMISES AND COVENANTS OF THE SELLER AND PURCHASER.**

The Seller and Purchaser mutually covenant and agree, each with the other, as follows:

**Section 3.1.** Seller warrants that it is the true and lawful fee simple owner of the subject premises with the authority to convey the same free and clear of any liens, encumbrances or objections to title and further warrants that no notice from any city or other governmental authority of any type of zoning ordinance or code violation which existed upon the subject premises before the execution of this Agreement has been issued and received by the Seller. In further consideration for the monies paid for this Option, Seller shall not sell, convey, or in any way alter, except as provided in Section 3.8 hereof, or encumber the subject property during the period of the Option. Seller further warrants that the property has not been listed with a Realtor and that no real estate commissions shall be due from the proceeds of the sale and agrees to hold harmless the Purchaser from any such claims.

**Section 3.2.** That the Purchaser shall be allowed to purchase the subject property upon payment of the purchase price as set forth herein. The subject property shall be titled in the name of Oconee County.

**Section 3.3.** In the event the Purchaser exercises its Option to Purchase during the term herein, all closing costs shall be paid by each of the parties as is usual and customary in Oconee County, South Carolina, with taxes and assessments for the year of the purchase to be prorated as of the date of closing.

**Section 3.4.** Within thirty (30) days after the execution of this Agreement, Purchaser shall obtain an examination of the title to the subject property by Purchaser's attorneys at Purchaser's expense. Within ten (10) days thereafter, Purchaser shall give notice, in writing, to Sellers of any defects in or objections to the title as so evidenced, and Sellers shall clear the title of same.

If Sellers fail to clear title to the extent herein required, Purchaser may elect to clear the title and charge the cost of clearing the title to Sellers or, at Purchaser's option, terminate this Agreement in which case, the Sellers shall refund to Purchaser all sums paid as consideration for this Option to Purchase.

**Section 3.5.** In consideration of the sum paid for this Option, as well as the mutual covenants contained herein, it is mutually understood and agreed that prior to the expiration of the Option period, the Purchaser, upon giving notice to Sellers, may extend this Option to Purchase for an additional ninety (90) days upon payment of an additional sum of \$500.00.

**Section 3.6.** All rights of the Purchaser hereunder are assignable, but written notice of any such assignment shall be given in writing to the Sellers at the address set forth below.

**Section 3.7.** During the Option period created herein or any extension thereof, Purchaser and/or its agents, representatives and consultants shall have the right of entry onto the premises for purposes of conducting such inspections, tests, borings, examinations, surveys, etc., as are deemed necessary by Purchaser, to determine the suitability of the property for the uses intended by the Purchaser.

**Section 3.8. Acknowledgment and Binding Effect.** Each of the parties acknowledge receipt of one copy of this Option to Purchase, duly executed, which shall be and constitute an original. Each agrees that the terms hereof shall be binding upon themselves, their heirs, successors and assigns, during the term created herein. The parties acknowledge that their mailing address is to be as noted beneath their signatures, and that all notices required under the terms of this Option or by reason of the statutory laws of the State of South Carolina shall be delivered when mailed by registered or certified mail to that address with proper postage affixed or by personal delivery.

**TO ALL OF WHICH THE PARTIES HAVE HERETOFORE AGREED AND IN WITNESS WHEREOF,** have placed their Hands and affixed their Seals

this day and date first above written.

Signed, Sealed and Delivered )  
in the Presence of: )

) DAVCO INDUSTRIES INC.  
)  
)

\_\_\_\_\_  
\_\_\_\_\_

) BY: \_\_\_\_\_ (SEAL)

) DAVID H. DAVENPORT  
) ITS DULY AUTHORIZED OFFICER  
)  
)  
)

) SELLER(S) ADDRESS:  
)  
)  
)  
)  
)

) OCONEE COUNTY  
)  
)

\_\_\_\_\_  
\_\_\_\_\_

) By: \_\_\_\_\_

) HARRISON E. ORR  
) ITS CHAIRMAN AND DULY  
) AUTHORIZED OFFICER  
) PURCHASER  
)  
)

(Witnesses as to Purchaser)

) PURCHASER'S ADDRESS:  
)  
)

) 415 S. Pine Street  
)

) Walhalla, SC 29691  
)

STATE OF SOUTH CAROLINA)

PROBATE

COUNTY OF OCONEE)

PERSONALLY appeared the undersigned witness and made oath that (s)he saw the within-named DAVCO INDUSTRIES, INC., by it's duly authorized officer sign, seal and as it's act and deed, deliver the within Instrument for the uses and purposes therein mentioned, and (s)he, with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me this \_\_\_\_ )
day of \_\_\_\_\_, 1998. )
(SEAL)
Notary Public for South Carolina)

My Commission Expires:\_\_\_\_\_

STATE OF SOUTH CAROLINA)

PROBATE

COUNTY OF OCONEE)

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within-named OCONEE COUNTY, by its Duly Authorized Officer, sign the within Instrument, and the said Oconee County Sewer Commission, by said Officer, seal said Instrument, and, as its act and deed, deliver the same for the uses and purposes therein mentioned, and (s)he, with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me this \_\_\_\_ )
day of \_\_\_\_\_, 1998. )
(SEAL)
Notary Public for South Carolina)

My Commission Expires:\_\_\_\_\_