

**STATE OF SOUTH CAROLINA
OCONEE COUNTY
RESOLUTION R2011-14**

A RESOLUTION AUTHORIZING THE CREATION OF THE ECHO HILLS BUSINESS AND INDUSTRIAL PARK; APPROVING AND AUTHORIZING THE EXECUTION AND RECORDATION OF RESTRICTIVE COVENANTS GOVERNING THE OPERATION OF THE PARK AND THE USE AND DEVELOPMENT OF PROPERTY LOCATED WITHIN THE PARK; DESIGNATING THE OCONEE COUNTY ADMINISTRATOR AS THE COUNTY'S AGENT WITH REGARD TO CERTAIN TERMS OF THE RESTRICTIVE COVENANTS; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Oconee County, South Carolina (the "County"), a body politic and corporate and political subdivision of the State of South Carolina (the "State"), acting by and through the Oconee County Council (the "County Council"), is authorized and empowered by Section 4-9-30 of the South Carolina Code of Laws, 1976, as amended (the "Code"), among other authorities, to purchase, own and sell real property for the benefit and well being of the County and its citizens; and

WHEREAS, the County is permitted by the laws of the State of South Carolina (the "State"), including, but not limited to, the Code and case law of the courts of the State, to own real property for the purpose of creating, furthering, and enhancing the economic development of the County and State, and, as the owner of such property, to impose restrictive covenants on property owned by the County to enhance the economic development of the County through inducing development of such property by private industry and business in a manner which is proper, efficient, and promotes the highest and best use of such property, thus increasing the likelihood of attracting new business and industry resulting in job creation and generation of additional tax revenue in the County; and

WHEREAS, the County is the owner of that certain piece, parcel or tract of land located in the County containing 398 acres, more or less (the "Property"), such Property being a portion of property deeded to the County by deed of England Properties, LP dated December 30, 2010 and recorded in the Office of the Register of Deeds for the County on December 31, 2010 in Deed Book 2010 at Page 14046; and

WHEREAS, the County Council wishes to facilitate the development of a County business and industrial park to be called the "Echo Hills Business and Industrial Park" (the "Park") on the Property, or a portion thereof, and has found and determined it, and hereby finds and determines it, to be in the best interest of the County and its citizens to impose certain restrictive covenants on some or all of the Property for the purpose of facilitating the productive, efficient development of the Park; and

WHEREAS, the County Council has reviewed and wishes to approve the adoption of the Declaration of Covenants, Conditions, Restrictions and Easements for Echo Hills Business and Industrial Park (the "Restrictive Covenants"), which is now before the County Council, a copy of which is attached as Exhibit A hereto, in furtherance of the proper establishment and development of the Park, as noted above, and wishes to authorize such Restrictive Covenants to be recorded as running with the Property and the Park; and

WHEREAS, the County Council is granted certain administrative authority by the restrictive covenants with regard to granting or denying certain approvals until the creation of the Association and the Architectural Review Board (as defined in the Restrictive Covenants), and wishes to designate the Oconee County Administrator as its sole agent in those regards;

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

1. The creation, establishment, and naming of the Park, and development of all or part of the Property as such, is hereby approved and authorized.
2. The Restrictive Covenants are hereby approved, and the Chairman of the County Council and the Oconee County Administrator, or either of them, are hereby authorized and directed to execute and have recorded in the office of the Register of Deeds of Oconee County, South Carolina, as running with the Property, the Restrictive Covenants in substantially the form attached as Exhibit A hereto, or with such changes as shall be approved by such signatory or signatories, provided such changes are not materially adverse to the County.
3. The Oconee County Administrator is hereby authorized and directed to take any and all actions required of the County, or permitted to be taken by the County and deemed desirable by the County Administrator in his discretion, all as not materially adverse to the County, under the Restrictive Covenants, including, without limitation, acting as the County and County Council's agent with regard to exercising approval duties reserved for the Association and the Architectural Review Board, pending the formation and creation of those entities, and to execute and deliver any and all documents and instruments deemed necessary or desirable in furtherance of such actions or in furtherance of the intended purposes of the Restrictive Covenants.
4. Should any portion of this Resolution be deemed unconstitutional or otherwise enforceable by any court of competent jurisdiction, such determination should not affect the remaining terms and provisions of this ordinance, all of which are hereby deemed separable.
5. All orders, resolutions and enactments of the County Council inconsistent herewith are to the extent of such inconsistency only, hereby repealed, revoked and rescinded.
6. This Resolution shall take effect and be in full force and effect after enactment by the County Council.

APPROVED AND ADOPTED this 15th day of November, 2011.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Joel Thrift, Chairman of County Council,
Oconee County, South Carolina

ATTEST:

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

Exhibit A

Restrictive Covenants

[see attached]

**DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR
ECHO HILLS BUSINESS AND INDUSTRIAL PARK**

Declarant:

**Oconee County, South Carolina
415 South Pine Street, Walhalla, South Carolina 29691**

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**DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR
ECHO HILLS BUSINESS AND INDUSTRIAL PARK**

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS (the "Declaration") is made as of the ___ day of _____, 20__ by Oconee County, South Carolina, a body politic and corporate and political subdivision of the State of South Carolina (the "Declarant") for the purpose of subjecting that certain piece, parcel or tract of land located in Oconee County, South Carolina (the "Property"), commonly known as the Echo Hills Business And Industrial Park (the "Park"), such Property being more specifically described on Exhibit A attached hereto and incorporated herein by reference, to certain conditions, covenants, easements and restrictions, subject to which the Property is to be held, used, improved, transferred and conveyed.

RECITALS

WHEREAS, the Declarant is the owner of and holder of fee simple title to the Property, in its entirety; and

WHEREAS, the Declarant wishes to subject the Property, and the ownership, use, improvement, and conveyance thereof, to the conditions, covenants, easements and restrictions set forth herein, in order to facilitate the development of the Property as an integrated business and industrial park;

NOW, THEREFORE, the Declarant, for itself and its successors and assigns, does hereby declare as follows:

ARTICLE I
GENERAL PROVISIONS

Section 1.01 Declaration. The Declarant hereby declares that the Property is now held and shall hereafter be held, transferred, sold, leased, subleased, and occupied subject to the restrictive covenants and easements herein set forth, each and all of which shall be binding upon and shall inure to the benefit of and pass with, each and every parcel of the Property and shall apply to the heirs, assigns, successors or Declarant and all owners thereof.

Section 1.02 Purpose. The Property is subject to the covenants, conditions, restrictions, and easements hereby declared to ensure proper use and prompt and appropriate development and improvement of each Building Site (as such term is defined below) thereof; to protect the Owners (as such term is defined below) of Building Sites against such improper use of surrounding Building Sites as would depreciate the value of their property; to guard against the erection of structures built of improper or unsuitable materials; to ensure adequate and reasonable development of said Property; to encourage the erection of attractive and appropriate location of Improvements on Building Sites; to prevent haphazard and inharmonious improvement of Building Sites; to secure and maintain proper setbacks from streets, and

adequate free spaces between structures; and in general to provide adequately for a high quality improvement and development of the Property.

Every entity who now or hereafter owns or acquires any rights, title or interest in or to any portion of the Property shall be conclusively deemed to have consented and agreed to and assumed every covenant, condition and restriction contained herein, whether or not any reference to this Declaration is contained in the instrument by which such entity acquired an interest in the Property. All restrictions, conditions, covenants and agreements contained herein are made for the direct, mutual and reciprocal benefit of each and every part and parcel of the property; shall create a mutual, equitable servitude upon each Building Site in favor of every other Building Site; shall create reciprocal rights and obligations between the respective Owners of all Building Sites; and shall, as to the Owner of each Building Site, its heirs, successors and assigns, operate as covenants running with the land, for the benefit of the rest of the Property.

Section 1.03 Term. The term of this Declaration shall be a period of thirty (30) years subsequent to the date hereof and for additional successive periods of twenty (20) years thereafter, unless and until a majority of the Owners of the Property and Declarant (separately, not as a part of such majority), for so long as Declarant owns or retains title to any part of the Property, shall execute and file in the Office of the Register of Deeds for Oconee County, South Carolina a statement of termination of this Declaration. Any such termination shall have no effect upon easements granted or reserved herein or pursuant to this Declaration.

Section 1.04 Definitions.

a. **Architectural Review Board:** “Architectural Review Board” shall mean the architectural review board established by the Declarant or Association in accordance with this Declaration. Until such time as an Architectural Review Board is established, all rights, duties, obligations reserved to or imposed upon the Architectural Review Board under this Declaration (including, without limitation, rights, duties or obligations, express or implied, to take action or give or withhold approval hereunder) shall be deemed to be rights, duties and obligations of the Declarant. Thus, for purposes of further explanation, until such time as an Architectural Review Board has been established, actions to be taken or approvals to be given by the Architectural Review Board pursuant to this Declaration shall be taken and given by the Declarant.

b. **Association:** “Association” shall mean Echo Hills Business and Industrial Park Owners Association, or a nonprofit corporation of similar or different name to be selected by the Declarant which may be established by the Declarant at such time as Declarant deems appropriate. Until such time as the Association is organized and established by Declarant, all rights, duties and obligations reserved to or imposed upon the Association or its Board of Directors under this Declaration (including, without limitation, rights, duties or obligations, express or implied, to take action or give or withhold approval hereunder) shall be deemed to be rights, duties and obligations of the Declarant. Thus, for purposes of further explanation, until such time as the Association has been organized and established, actions to be taken or approvals to be given by the Association pursuant to this Declaration shall be taken and given by the Declarant.

c. **Building Site:** “Building Site” shall mean any parcel or parcels or a portion thereof conveyed or leased by the Declarant and shown on any plat of the Property approved by the Declarant and recorded in the Office of the Register of Deeds, Oconee County, South Carolina, as modified or amended from time to time.

d. **Common Areas:** “Common Areas” shall mean and refer to those areas of the Property which are not Building Sites, including but not limited to parks, roadways, median strips, drainage areas, private rights of way and easements, including beautification, ponds, utility, dams, and drainage easements, sign location areas and signs located therein and property deeded to the Association as Common Areas.

e. **Declarant:** “Declarant” shall mean Oconee County, South Carolina, its successors and assigns.

f. **Improvements:** “Improvements” shall mean any and all betterments, construction and/or Improvements of any Building Site, or any portion thereof, and shall include without limitation all changes in site topography, underground utilities, all buildings, outbuildings, parking areas, loading areas, fences, all hedges, landscaping, mass plantings, poles, signs, monuments, sculptures, driveways lawns, drives, trees and shrubs, and any structure of any type or kind.

g. **Lessee:** The term “Lessee” shall mean the owner of a leasehold interest in a part or all of the Property.

h. **Owner:** “Owner” shall mean any party and its successors, assigns, heirs and legal representatives, owning a fee simple interest in and to such Building Site or portion thereof. To the extent that the Declarant meets the criteria for ownership set forth herein, it shall be deemed an Owner hereunder in addition to possession of the rights, powers, privileges, obligations and duties hereby specifically imposed upon or granted to the Declarant. All restrictions and obligations set forth herein which are binding on an Owner shall also be binding on Lessees, licensees and occupants of the Property to the extent appropriate.

i. **Property:** “Property” shall mean that Property described in Exhibit “A” that is attached hereto and made a part hereof.

ARTICLE II

REGULATION OF IMPROVEMENTS

Section 2.01 Approval of Plans and Specifications. No Improvements shall be constructed, erected, placed, altered, maintained or permitted on any Building Site until plans and specifications therefore have been approved by the Architectural Review Board as required by this Declaration, or which, when constructed, do not conform to the requirements set forth herein, except as otherwise provided herein.

Section 2.02 Pre-Construction Meeting. Prior to the commencement of construction on any Building Site, including site grading, a pre-construction meeting shall be conducted. The

meeting shall include the Architectural Review Board's representative, the Owner or Owner's representative, and the contractor, including the site-grading contractor.

Section 2.03 Construction Vehicular Traffic. The Architectural Review Board shall have the right to control construction traffic during construction as well as access to the Building Site.

Section 2.04 Completion of Construction. After commencement of construction of an Improvement on any Building Site, the Owner thereof shall diligently prosecute the work thereon to the end that the Improvements shall not remain in a partly finished condition any longer than reasonably necessary for completion thereof. During construction, the Owner shall cause the Building Site to remain in a reasonably neat and orderly condition, preventing the accumulation of trash and shall prevent runoff of surface water from the Building Site onto adjacent property or streets. The Owner shall implement plans for approval by the Architectural Review Board to contain all sediment, including washed, windblown and gravity, within the boundaries of the Building Site and ensure that all areas of the Building Site to be exposed for longer than thirty (30) days be grassed. If, at the end of a twelve (12) month period from the closing date on the Building Site, construction of any Improvement is not being diligently pursued by the Owner, then the Association shall have the option to proceed with such construction or remove such incomplete construction. Costs incurred by the Association relative to such construction shall be paid by the Owner.

Section 2.05 Excavation. No excavation shall be made on any Building Site except in connection with construction of Improvements thereon. Upon completion of construction of Improvements on the Building Site exposed openings shall be backfilled and disturbed ground shall be smoothly graded and landscaped.

Section 2.06 Storm drainage. All Owners shall provide details of proposed storm drainage system to the Architectural Review Board for approval. These plans and specifications shall show locations concerning all applicable storm drainage Improvements, including but not limited to size and location of underground piping, catch basins, headwalls, ditches, and swales from each Building Site to any designated easements within the Property.

Soil reinforcement matting shall be installed across the bottom and up each side and the entire length of all exposed or open drainage swales, ditches, or channels. Grassing or appropriate ground cover shall be seeded within all such swales, ditches, or channels. Riprap shall be installed where appropriate including all storm drainage pipe openings.

The Architectural Review Board may require that Owners constructing new Improvements provide on-site water retention and detention facilities. All storm drainage shall be carried to designated easements and in no case shall any storm drainage from the Building Site be carried across the Owner's property line onto another Building Site except when confined within the drainage easements or in order to access a drainage easement. No drainage of the Building Site shall be constructed which would prohibit or unduly restrict the proper drainage of the Building Sites within the property. In no case shall any storm drainage from the Building Site be allowed to flow directly on any interior roads within the Property.

All Owners shall at all times manage and maintain all drainage facilities, including but not limited to retention/detention ponds within their respective Building Sites, in a safe, clean, orderly, neat and operable condition. All Owners are always, and shall remain, subject to ordinances and resolutions of Oconee County, and all other applicable local, state and federal laws, rules and regulations, which may be more stringent than this Declaration.

Section 2.07 Landscaping. It is required that all Building Sites be landscaped and that plans and specifications therefor be submitted to the Architectural Review Board for approval prior to installation. Such plans should indicate the location, size, type and height of each planting and an irrigation plan must be noted thereon. Such plans should reflect and take into account any landscaping which exists in the Property either within beautification easements or on adjacent property. All plans and specifications must reflect efforts to retain existing trees if any are on the Building Site.

The area between the building walls and the applicable Building Site's property lines shall be used exclusively for the planting and growing of trees, shrubs, lawn, and other ground covering or material as approved by the Architectural Review Board, except for such portions thereof as may be reasonably required for service access either to the building or for parking and loading areas constructed on the site.

All landscaping shall be installed within sixty (60) days after substantial completion of construction, weather and season permitting.

Landscaped areas shall be perpetually maintained in a slightly and well kept condition including such replanting and replacement as is, from time to time, required by the Architectural Review Board.

Section 2.08 Signage. It is required that all sign design and locations, including identification, directional, regulatory, temporary, and informational, located within the setback areas, parking facilities, on loading docks, buildings, storage areas, etc., be submitted to the Architectural Review Board for written approval prior to fabrication and installation. Submittals shall include but not be limited to location plans, sign elevations and specifications for each sign denoting location on the site, power requirements, all sign dimensions, materials, type of illumination, color(s), and other characteristics. No sign shall be erected, substituted, changed, or modified on the property without the prior written approval by the Architectural Review Board.

One wall-mounted sign, with logotype and symbol, is allowed on each building wall having street frontage. The intent of this sign is to identify the occupant of the building to vehicular traffic. The overall size of the sign shall not exceed 20% of the wall area, to a maximum area of three hundred fifty (350') square feet. The sign shall mount to the face of the building with no portion of the sign projecting above the roofline.

The following general design guidelines should be considered prior to developing and/or budgeting for signage for any Building Site:

- a. Materials are an important component of signage, and should be compatible with the design of the face of the façade where they are placed. Elected

materials should contribute to the legibility of the sign. Following is a list of recommended materials for signage:

- i. Metal (formed, etched, cast, engraved, and properly primed and painted to protect against corrosion).
- ii. High density pre-formed foam or similar material, painted or otherwise finished to compliment the architecture.
- iii. Glass (formed, etched, cast or sandblasted).
- iv. Wood signs are discouraged because they require more frequent ongoing maintenance. Furthermore, they are inconsistent with the technology identity of this project. Cloth signs are prohibited.

b. Illumination of signage should be considered carefully, as it is valuable for visual communication of an identity. Back-lighted solid letters are a preferred alternative to internally illuminated letter signs for building mounted signage. Indirect front illumination, or combination lights, of freestanding signage is preferred as it produces a more sophisticated ambiance consistent with the identity of the project. Whenever indirect lighting fixtures are used (fluorescent or incandescent), care should be taken to properly shield the light source to prevent glare from spilling over into any public right-of-ways.

c. Signage must conform to the following standards:

- i. Signs for single tenant buildings shall be restricted to identification only of the person, firm, company, or corporation operating the use conducted on the site or the product sold or produced thereon. Promotional advertisement of services and/or products will not be permitted.
- ii. For multi-tenant buildings, only one identification sign per building will be approved. This sign shall include the building address used for identification of individual tenants in a multi-tenant building. Listings and/or identification of individual tenants must be uniform both with regard to sign panel design and lettering style. Preferably a directory, which conforms to the standards approved by the Architectural Review Board, will be used in such instances.
- iii. All informational signage, including instruction to visitors, vendors, and customers; directional signage; designated parking areas; driveway entrance signs; or any sign other than building identification sign must be uniform both with regard to sign panel design and lettering style. Directional, informational, regulatory and temporary signage may be required by the Architectural Review Board.
- iv. All temporary signs, including construction signs, "For Lease" or "For Sale" signs shall be approved by the Architectural Review Board.

v. Signs may be illuminated but will be non-flashing and non-animated.

vi. Signs may not project above the roofline of a building.

vii. Signs may not be located within dedicated easements.

The above notwithstanding, the Architectural Review Board, at its sole discretion, may approve/refuse all requests for variances to this paragraph on a case by case basis.

viii. Strip lighting rather than floodlights shall be used for sign lighting.

Section 2.09 Loading, Service and Outside Storage. All loading and receiving shall be conducted entirely on the Building Site and loading/receiving areas shall not be permitted in the front yard of any Building Site or in the side yard that fronts on any interior Common Area. Loading and receiving areas shall be located and screened so as to minimize their visibility from any street or other right of way. Landscaped visual barriers, including earth mounding, shall be erected so as to screen loading and receiving areas from any street or other right of way. Outside storage of all material, supplies or equipment shall be limited to designated storage areas, which shall not be located in the front yard of any Building Site, or in a side yard that fronts any interior Common Area. Outdoor storage areas shall be located and screened so as to minimize their visibility from any street or other right of way. Waste, rubbish, and garbage storage facilities shall be properly screened, and the inspection and construction thereof shall be subject to the review and approval of the Architectural Review Board.

Section 2.10 Parking.

a. No parking shall be permitted on any street or any place other than on the paved parking spaces provided for and described herein below.

b. No parking shall be permitted within dedicated easement areas.

c. All parking areas and drives shall be paved with an impervious surface (asphalt or concrete).

d. All parking areas located between the building and a public street shall be suitably landscaped with either berms or other landscaping treatments, which may include ground cover.

e. Each Owner shall provide adequate off-street parking for employees, tenants, occupant, customers, and visitors on the Building Site. The location, number and size of parking spaces shall be subject to review and approval by the Architectural Review Board.

Section 2.11 Curb Cuts and Driveways. No curb cuts or driveway access shall be allowed on any external highway or right of way abutting the Property from any Building Site without prior consent of the Architectural Review Board, and all Building Site access to such

highways or right of ways shall be across paved Common Area roadways. No access to any other roads outside the boundaries of the Property will be allowed except as may be approved by the Architectural Review Board, in its sole discretion, provided such approval or refusal is not in violation of applicable ordinances or other governmental regulations.

Section 2.12 Utility Connections. Except as otherwise approved by the Architectural Review Board, all utility connections, including all electrical and telephone connections and installation of wires to Improvements, shall be made underground from the nearest available source. Boring is required to access all utility sources which may be located within a public road or which may require crossing a public road. No transformer, electric, gas or other meter of any type of other apparatus shall be located on any power pole or hung on the outside of any building or other Improvements, but the same shall be placed at or below ground level, and where placed at ground level, shall be adequately screened. All such installations shall be subject to the prior written approval of the Architectural Review Board. The above notwithstanding, overhead electrical and telephone connections shall be permitted during the construction period of Improvements.

Section 2.13 Utility Easements. Declarant hereby reserves and is given a perpetual, alienable and releasable easements(s) in the Property for the installation of utilities, including water, electric, telephone, gas, sewer and communication and emergency service lines, as well as in and to all easements for water, electricity, telephone, gas, sewer and drainage as specifically shown on any recorded plat or plats depicting the Property or as otherwise reserved in this Declaration. Declarant shall have the unrestricted and sole right and power of alienating, conveying and releasing the easements reserved under the terms of this paragraph. All such easements, including those designed on any recorded plat, shall remain private easements and the sole and exclusive property of Declarant, its successors and assigns, unless conveyed and or alienated to third parties for the purpose of providing utility services. Except as otherwise approved by the Declarant or Architectural Review Board, all utilities within such easements shall be installed underground.

Section 2.14 Fences. No fence, wall, hedge or mass planting shall be erected, installed or permitted to remain without prior written approval of the Architectural Review Board. All fences and walls shall be landscaped according to specifications approved by the Architectural Review Board.

Section 2.15 Exterior Lighting. All exterior lighting of any nature on any Building Site shall be designed, erected, altered and maintained in accordance with plan and specifications approved by the Architectural Review Board. Exterior lighting on all Building Sites shall be limited to signs and security and safety illumination of driveways, parking lots, walks, building entrances, loading and service areas and exterior lighting of overall building surfaces.

Section 2.16 Maintenance of Building and Landscaped Areas.

a. Each Owner of any Building Site shall keep all Improvements thereon in a safe, clean, maintained, neat condition and shall comply in all regards with all governmental statutes, ordinances, regulations and health, police and fire requirements.

Each such Owner shall remove at its own expense, on a regular basis, any rubbish or trash of any type which may accumulate on its Building Site.

b. Rubbish, trash, garbage or other waste shall be kept only in sanitary containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition, and, when maintained outdoors on the Building Site, shall be protected from the view of any street or other right of way by appropriate buffering. Rubbish and trash shall not be permitted to accumulate or be disposed of on the Property by burning or burial.

c. All signs permitted will be maintained in a neat and orderly manner and repainted or repaired promptly as required.

d. All paved areas, driveways and concrete aprons on a Building Site shall be kept in good repair, and swept clean for dirt and silt. Broken or cracked curbing shall be replaced as required in an expedient manner.

e. All steep banks or slopes shall be maintained with suitable grasses, trees and shrubs to prevent erosion, exposure of dirt and clay, and an unsightly appearance. Where grass is used to control erosion on a steep bank or slope, such grass shall be planted and maintained so as not to exceed a height of twelve (12") inches.

f. No improvements on any Building Site shall be permitted by the Owner of such Building Site to fall into disrepair, and each such Improvements shall at all times be kept in good condition and repair, properly maintained and adequately painted or otherwise finished.

g. All planted grasses, trees, shrubs or other plantings shall consistently be maintained in a neat, orderly and healthy condition. All plantings and grass shall be kept free of weeds and debris, and shall be adequately fertilized and maintained. A maintenance program must be established by the Owner, and approved by the Architectural Review Board.

h. If any Building Site or landscaped area is not maintained by the Owner in a neat, safe, clean condition, the Architectural Review Board shall have the option to proceed with such maintenance. The Owner shall pay costs incurred by the Architectural Review Board relative to such maintenance. Costs not timely paid for the maintenance of any landscaped area by the Owner shall constitute a lien against the Building Site, which lien shall include all collection costs, including but not limited to, attorney's fees.

Section 2.17 Height Restrictions. No building or appurtenance, including, but not limited to, water towers, standpipes, penthouses, elevators or elevator equipment, stairways, ventilation fans or similar equipment required to operate and maintain any building, fire or parapet walls, skylights, tanks, cooling or other towers, wireless radio or television masts, or flagpoles shall exceed a height of sixty-five (65') feet above the finished building grade without the prior written approval of the Architectural Review Board.

Section 2.18 Building Materials; Exterior Walls. The exterior walls of all buildings shall be of such materials, design and colors as may be approved in writing by the Architectural Review Board. Metal siding shall not be permitted unless specifically approved by the Architectural Review Board and in no case shall it be used for a wall facing the roadway. All concrete masonry units or concrete panels shall be finished in stone, textured, or coated in a manner to be approved by the Architectural Review Board.

a. **Canopies.** No canopies with visible wall-hangers will be permitted. Design of canopies shall be in keeping with the design of buildings including color coordination, and must be approved in writing by the Architectural Review Board.

b. **Coverage.** Unless otherwise approved by the Architectural Review Board, the ratio of building square footage to the total square footage of any Building Site within the Property shall not exceed fifty (50%) percent.

Section 2.19 Setbacks. No building or structure or any part thereof from or projection therefrom, shall be erected nearer than one hundred (100') feet from the property line running parallel to any exterior public roadway or highway bordering the Property, nor nearer than fifty (50') feet from any interior side or rear property line.

Section 2.20 Right to Repurchase. If, after the expiration of one (1) year from the date of execution of the sale agreement for any Building Site within the Property, any Owner shall not have begun in good faith the construction of acceptable and approved Improvements upon said Building Site, or shall fail to diligently continue and complete the construction of such improvements, in compliance and in all respects with the provisions hereof, the Declarant may, at its option, require the Owner to re-convey the Building Site to Declarant, free and clear from all liens and encumbrances except this Declaration; and at such time, Declarant shall refund to the Owner the original purchase price, as the total, full, and complete repurchase price, and enter into possession of said Building Site.

If a certificate of occupancy or letter of completion for any shell building is not issued within one (1) year of the date of commencement of construction of such Improvement or construction of any Improvement is not being diligently pursued by the Owner, then such event(s) shall be a violation of this Declaration, and the Association shall have the option to proceed with such construction or remove such incomplete Improvement(s). Costs incurred by the Association in connection with such removal or construction shall be paid by the Owner of the Building Site. In the event the Association elects to remove such incomplete Improvement(s), then the Declarant shall have the right, but not the duty, to repurchase the Building Site at the original sales price (less Declarant's costs incurred in said removal if the same have not been paid) at any time within sixty (60) days of such removal by giving not less than thirty (30) days' prior written notice to Owner of Declarant's exercise of its right to repurchase. Upon request of a construction or permanent mortgagee, provided there is a written loan agreement requiring construction of Improvements meeting the requirements of this Declaration, Declarant shall subordinate its repurchase rights to a construction mortgage (and a later permanent mortgage, if any), to be used for the purpose of construction of Improvements on Building Site.

Section 2.21 Right to Re-subdivide. Once a Building Site has been purchased from the Declarant, such parcel of land may be combined with other Building Sites, but shall not be subdivided, or any portion of the land sold, leased, or rented, unless prior written approval is given by the Architectural Review Board.

Section 2.22 Easements.

a. The Declarant reserves an easement and right of way over, under and along a thirty (30') foot strip of land bordering all roadways (exterior and interior) and a twenty-five (25') foot strip of land along all other property lines.

b. The Declarant reserves an easement over, under and along a fifteen (15') foot strip of land along all lot lines for storm drainage purposes. This easement may run concurrent with other easements as delineated.

c. These easements are for the installation and maintenance of lines, conduits, pipes and other equipment necessary for furnishing water, and sanitary sewage and/or drainage facilities, and landscaping and other plantings existing on the Property or to be planted by the Declarant, or designed and platted by the Owner and approved by the Architectural Review Board. This reservation for easements shall not prevent the construction of driveways at locations approved by the Architectural Review Board over such easements provided that applicable setback requirements are maintained at all times.

ARTICLE III
OPERATION STANDARDS

Section 3.01 Permitted Uses. Building Sites shall be utilized only for industrial uses, office, warehousing, distribution, engineering, research facilities, laboratories and such other uses as shall be approved by the Architectural Review Board or permitted by applicable zoning codes or other governmental regulations except the following shall not be permitted:

a. Uses determined by the Architectural Review Board to be unsafe or dangerous, such as those creating explosion or radiation hazards.

b. Uses determined by the Architectural Review Board to be objectionable or which constitute a nuisance which include, but shall not be limited to, odor, dust, fumes, smoke, noise, glare, heat, vibration, electromechanical disturbance, refuse matter or water carried waste.

c. Uses determined by the Architectural Review Board to be objectionable by reason of their adverse effects on adjoining property. The Architectural Review Board shall review all proposed uses for control and regulation of odor, noise, fumes, waste, disposal and other problems affecting the property. Owners or Lessees shall not be permitted to maintain any nuisance or waste upon the premises.

Section 3.02 Damage to or Destruction of Improvements. Any Improvements on any Building Site damaged in whole or in part by fire, windstorm, tornado, vandalism, strike or civil disorder, or the like, shall be repaired and restored or replaced immediately, including the

removal of debris, or should it be determined by the Owner thereof not to repair or replace such Improvements, then the Owner, at its expense, shall demolish and remove the damaged Improvement from its Building Site and thereafter maintain the Building Site in a graded, maintained condition until the Building Site is again improved in accordance with the provisions hereof. In no instance shall any damaged Improvement remain on the Building Site unrepaired or unremoved for a period in excess of ninety (90) days from the date of said casualty.

If any damaged Improvements remain on the Building Site for a period in excess of ninety (90) days, the Association shall have the option to proceed with work as needed to remove such damaged Improvement. The Owner shall pay costs incurred by the Association relative to such work. Costs not timely paid for the removal of any damaged Improvements by the Owner shall constitute a lien against the Building Site which lien shall include all collection costs including but not limited to, attorney's fees.

Section 3.03 Right to Enter. During reasonable business hours, the Association or its authorized representatives, shall have the right to enter any Building Site, but not the insides of buildings, for the purpose of ascertaining whether the restrictions provided herein may have been violated. Any such entry shall constitute an authorized entry, and the Association or its authorized representatives shall not be deemed guilty of trespass or constructive eviction by reason thereof.

ARTICLE IV

ASSOCIATION PURPOSE, RESPONSIBILITIES AND ASSESSMENT

Section 4.01 The Association: Powers and Duties. The Declarant may at any time, but shall not be required to, establish and create the Association. Once established by the Declarant, the Association shall provide for the effective and efficient administration of the Common Areas. The Association shall administer and enforce all provisions of this Declaration, and is empowered to levy and collect assessments as needed to perform Association functions. It shall have all powers necessary to undertake and perform all acts necessary and incident to its duties, in accordance with the provisions of this Declaration and the powers and the duties to be set forth, consistent herewith, in the articles of incorporation and bylaws of the Association. Until such time as the Association is established by the Declarant, all functions of the Association pursuant to this Declaration shall be carried out by the Declarant. All Owners shall be members of the Association. Notwithstanding anything in this Declaration to the contrary, Declarant and Association reserve the right to dedicate all or a portion of the Common Areas to any appropriate governmental entity.

Section 4.02 Association Membership and Voting Rights. Every Owner shall be a member of the Association. Membership shall be appurtenant to and shall pass with the title to each Building Site, and it may not be separated from the ownership thereof. The number of votes to which each member of the Association is entitled shall be determined as follows:

Each Owner (member) shall be entitled to one vote for each whole acre of its Building Site plus one additional vote for any additional portion of an acre greater than one-half (1/2) acre in size; provided, however, that in no event shall an Owner be entitled to less than one vote.

When more than one party or entity holds an interest in a Building Site, all such parties and/or entities shall collectively constitute the Owner of such Building Site, and the one vote with respect to such Building Site for each acre owned, as determined above, shall be exercised as such parties or entities may collectively determine. The foregoing shall also apply in the event a building or buildings are developed or owned under the condominium form of ownership.

Notwithstanding the foregoing, to the extent Declarant elects to organize the Association, Declarant shall have a majority vote on the Board of Directors of the Association, shall be entitled to elect officers of the Association, and shall be entitled to designate the members of the Association's Architectural Review Board, until such time as Declarant has conveyed all Building Sites to other Owners, and no longer holds title to any of the Property, or such earlier time as Declarant releases and waives its right to such majority vote and additional rights by written waiver recorded in the office of the Register of Deeds for Oconee County, South Carolina. The Articles and Bylaws of the Association may contain further provisions and interpretations, consistent herewith, concerning membership and voting.

Section 4.03 Creation of Lien and Personal Obligation. Declarant and its successors and assigns for each Building Site owned within the Property, hereby covenant, and each purchaser of a Building Site, by acceptance of a deed or other instrument of conveyance therefor, is deemed to covenant and agree, to promptly pay to the Association all regular assessments and any special assessments when due. The assessments shall be set and collected from time to time as hereinafter provided. The regular and special assessments shall be a charge on the Building Site against which the assessment is made. Assessments shall be paid in advance on a schedule to be set by the Association's Board of Directors. Each assessment, together with interest, costs of collection and reasonable attorney's fees shall also be the personal obligation of each party or entity that was an Owner of the assessed Building Site at the time the assessment first became due and payable. The personal obligation for delinquent assessments shall not pass to an Owner's successor in title unless expressly assumed by the successor; however, the lien thereof against the Building Site shall continue even though the ownership is changed. Liens may also be imposed in favor of Declarant or the Association for reasonable expenditures required to cure defaults or violations under this Declaration (including but not limited to failure to mow and maintain a Building Site as herein required). Declarant or the Association, after ten (10) days prior written notice (subject to extension for a reasonable time if curative action is begun by an Owner but cannot reasonably be completed within ten (10) days) shall be entitled to take curative action and the defaulting Owner shall reimburse Declarant or Association for the reasonable expenses thereof promptly upon invoice. In default of reimbursement within twenty (20) days of delivery of notice of amounts due to such an Owner, a Statement of Lien may be filed for such amounts as hereinafter provided, in which event the lien shall also secure courts costs, expenses and reasonable attorney's fees involved in enforcement of the lien.

Section 4.04 Purpose of Assessments. The assessments shall be levied by the Board of Directors of the Association solely for the care, maintenance, improvement, repair and operation of Association properties, including the landscaped entrances, the road and rights of way and drainage systems, a street lighting system and other Common Areas. Assessments by the Association shall be used to support services which the Association is authorized or required to provide, including but not limited to, the payment of taxes and governmental assessments on

Common Areas, the purchase of insurance, providing security for the Property, the operation and maintenance of street lights and a drainage system where provided, the construction of Common Area Improvements, the enforcement of the provisions of this Declaration, the ownership, operation and maintenance of the private portions of the road system, the cutting of grass on Association properties, and the payment of the costs to obtain labor, professional services, equipment, materials, management and supervision necessary to carry out the functions of the Association. Notwithstanding any provision of this Declaration to the contrary, the Association's funds shall not exceed its expected expenses and reasonable reserves to such an extent as to cause the Association to lose its non-profit status.

Section 4.05 Levy of Assessments. The Board of Directors shall annually adopt a budget for funding the Association's activities in furtherance of the purposes set forth herein. Assessments shall be levied annually, and special assessments for particular purposes and furtherance of the objections of this Declaration, including emergency repairs and restoration, are also authorized. Assessments shall be levied for the purpose of financing the annual budget of the Association. Annual and special assessments shall be assessed against the Building Sites within the Property, on an acreage basis, and shall include lands owned by the Declarant, except for Common Areas.

The Owner of each Building Site shall pay that Building Site's share of each aggregate annual, and, if imposed, special assessment. This share shall be determined by multiplying the total amount of the assessment by a fraction, the numerator of which is the number of acres and fractional acres in that Building Site, and the denominator of which shall be the total acreage of all Building Sites as shown on the site plan for the Property, as amended or modified from time to time. Annual assessments may be on the basis of a calendar year or any other twelve (12) month period as determined by the Board of Directors of the Association. Assessments shall be collected on a quarterly or on an annual basis, as the Board of Directors of the Association may decide.

Section 4.06 Effect of Nonpayment of Assessments and Other Amounts Due; Remedies of the Association. Any assessment or installment thereto or any other amount due under the provisions of this Declaration which is not paid within thirty (30) days after the due date shall bear interest from the due date at a rate to be fixed from time to time by the Association's Board of Directors, but in any event not less than ten (10%) percent per annum or more than eighteen (18%) percent per annum. The Association by action of its Board of Directors is hereby empowered to file a statement of lien against the affected Building Site for delinquent assessments and any other amounts due under the provisions of this Declaration and may bring an action at law or in equity against the Owner of the Building Site and/or may foreclose the lien against the Building Site under legal or equitable proceedings in the courts of South Carolina. Recovery shall include expenses, court costs and reasonable attorney's fees. Any statement of lien shall be filed in the Office of the Register of Deeds for Oconee County or such other location as hereafter may be designated for the recording of public records of real estate mortgages. The Association (or the Declarant, until such time as the Association is formed) or its successors and assigns, is hereby designated as attorney-in-fact for each Owner for the purposes of executing and recording a statement of lien for any assessment or other amount not paid when due. Each Owner, by purchasing a Building Site subject to this Declaration, irrevocably consents for itself and its heirs, successors, or assigns to the filing of a statement of

lien by the Association or the Declarant and consents to the recording and indexing of such Statement of Lien against the Owner and the Building Site in the public records of Oconee County, South Carolina. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of Common Areas.

Section 4.07 Subordination of Assessment Lien to Mortgages. The liens of the regular and special assessments and all other lien rights provided for herein are declared hereby to be subordinate to the lien of any first mortgage and, where approved in writing by the Declarant, any second mortgage, held by an Institutional Lender (as defined in Section 7.2 hereof) on any Building Site or improvement thereon. The sale or transfer of any Building Site pursuant to mortgage foreclosure (or deed in lieu thereof) shall extinguish the lien of any assessment of claim which became due prior to the effective date of the sale or transfer, but shall not terminate personal liability of persons or entities liable thereof. The sale or transfer of any Building Site not pursuant to mortgage foreclosure or proceedings in lieu thereof shall not affect the assessment lien.

Section 4.08 Declarant Powers and Duties. To the extent the Association has not been created or established, or has been created or established but has subsequently been terminated or ceased to exist for any reason, Declarant shall have and hold all rights, duties, obligations and powers reserved or granted to the Association as set forth in this Declaration.

ARTICLE V

APPROVAL OF PLANS; VARIANCES; EASEMENTS

Section 5.01 Approval. An Architectural Review Board may be established and members appointed by the Declarant or the Board of Directors of the Association (to the extent the Association is organized and established by the Declarant), in such number and having such term as is determined by the Declarant or the Board of Directors, as applicable. The Architectural Review Board will be responsible for review and approval of plans and specifications. The required plans and specifications shall be as established from time to time by the Architectural Review Board. No Improvements shall be erected, placed, replaced, altered, maintained or permitted to remain on any Building Site until plans and specifications showing a site plan, drainage plan, and all exterior elevations, with materials and colors therefor including signs and landscaping plans, shall have been submitted to and approved in writing by the Architectural Review Board. Such plans and specifications shall be submitted in writing in triplicate over the signature of the Owner of the Building Site or his authorized agent. Submission of plans and specifications may include, as determined by the Architectural Review Board, a plan review fee not to exceed one-half of one percent (0.5%) of the total cost of the Building Site.

Section 5.02 Basis of Approval. Approval shall be based on consideration of the following criteria: adequacy of structural design; conformity and harmony of exterior design with neighboring structures; effect of location and use of Improvements on adjacent Building Sites; relation of topography, grade and finished ground elevations of the Building Site being improved to that of neighboring Building Site; proper facing of main elevation with respect to nearby streets, and conformity of the plans and specifications to the purpose and general plan

and intent of this Declaration. The decision of the Architectural Review Board as to such matters shall be conclusive and final.

Section 5.03 Time for Approval. If the Architectural Review Board fails to either approve or disapprove such plans and specifications within thirty (30) days after a complete package of the same has been received by the Architectural Review Board, the Architectural Review Board shall be conclusively presumed to have approved said plans and specifications unless within the first fifteen (15) days of that period the Architectural Review Board shall have notified the applicant that the submission is insufficient, such notice to specify the deficiencies with particularity. In that event, the thirty (30) day period shall run from receipt of additional items needed to constitute a complete submission; provided, however, that in all events such plans and specifications and the Improvements in all events based thereon must comply in all other respects with the requirements set forth herein and all County regulations, including, without limitation, building code and zoning standards, unless specifically provided otherwise.

Section 5.04 No Liability. Neither the Declarant, nor the Association, nor the Architectural Review Board, nor any member or director thereof, nor their agents, nor any of their successors or assigns, shall be liable in damages or otherwise to anyone submitting plans for approval, or to any Owner affected by this Declaration, for any claims or damages arising out of or in connection with the approval, disapproval or failure to approve such plans and specifications. Every person or entity which submits plans and specifications for approval agrees, by submission of such plans and specifications, and every Owner of any Building Site agrees, by acquiring title thereto or interest therein, that it will not bring any action or suit against the Declarant, the Association or Architectural Review Board to recover any such damages or any other relief based upon the aforesaid causes.

Section 5.05 Variances. Declarant, and its successors and assigns, and/or Architectural Review Board, are hereby authorized and empowered to grant reasonable variances from the provisions of this Declaration in order to overcome practical difficulties and unnecessary hardships in the application of the provisions contained herein; provided, however, that such variances shall be reasonably consistent with the purposes hereof and shall not materially adversely affect any existing Improvements on the Property. The variance granted pursuant to the authority granted herein shall constitute a waiver of provisions of this Declaration by all Owners of Building Sites, and all Owners hereby irrevocably and unconditionally appoint the Declarant, its successors and assigns, and/or Architectural Review Board as their true and lawful attorney-in-fact for the limited purpose of consenting to the aforesaid variances.

Section 5.06 Easements. Declarant shall have the right, in its reasonable discretion, to grant easements over, through, across and under any of the Property for the purposes of all electric, water, sewer, storm drainage, gas, telephone, cable television, security systems and all other utilities necessary or desirable, whether for the benefit of any Building Site or for the Common Area; provided such easements do not interfere with existing Improvements constructed, or in the process of being constructed on Building Sites.

Section 5.07 Declarant Powers and Duties. To the extent an Architectural Review Board has not been created or established, or has been created or established but has subsequently been terminated or ceased to exist for any reason, Declarant shall have and hold all

rights, duties, obligations and powers reserved or granted to an Architectural Review Board as set forth in this Declaration.

ARTICLE VI
TRANSFER OF UNIMPROVED LOTS

Section 6.01 Declarant's Right of First Refusal. No Building Site and no interest therein, upon which a building has not been constructed (and a certificate of occupancy issued therefor) shall be sold or transferred unless and until the Owner of such Building Site shall have first offered to sell such Building Site to Declarant and Declarant has waived its right to purchase said Building Site.

a. Notice to Declarant. Any Owner(s) intending to make a bona fide sale of a Building Site or any part thereof or interest therein, upon which a building has not been constructed (and a certificate of occupancy issued therefor), shall give to Declarant written notice of such intention, together with a fully executed copy of the proposed contract for sale (the "Proposed Contract"). Within fifteen (15) days of receipt of such notice and information, Declarant shall either exercise or waive exercise of its right of first refusal. If the Declarant elects to exercise its right of refusal, it shall, within thirty (30) days after receipt of such notice and information, deliver to Owner an agreement to purchase the Building site upon the following terms:

i. The price to be paid, and their terms of payment, shall be that stated in the Proposed Contract;

ii. The sale shall be closed within thirty (30) days after execution of said agreement to purchase. If Declarant shall fail to exercise or waive the exercise of its right of first refusal within the said thirty (30) days of receipt of the Proposed Contract, the Declarant's right of first refusal shall be deemed to have been waived and Declarant shall furnish a certificate of waiver as hereinafter provided.

b. Certificate of Waiver. If Declarant shall elect to waive its right of first refusal, or shall fail to exercise said right within thirty (30) days of receipt of the proposed contract, Declarant's action or non-action shall be evidenced by a certificate executed by the Declarant in recordable form which shall be delivered to the Proposed Contract purchaser and shall be recorded in the public records of Oconee County, South Carolina. The certificate of waiver will expire six (6) months from the date of execution of the sale of the property if the sale has not been completed in that time.

c. Unauthorized Transactions. Any sale of a Building Site or any part thereof or interest therein, upon which a building has not been constructed (and a certificate of occupancy issued therefor) without notice to Declarant and waiver of Declarant's right of first refusal as aforesaid, shall be void.

Section 6.02 Exceptions. This Article VI shall not apply to a transfer to or sale by any bank, life insurance company, federal or state savings and loan association or real estate investment trust (Institutional Lenders) which acquires its title as a result of owning a mortgage upon the Building Site concerned, and this shall be so whether the title is acquired by deed from the mortgagor or its successors in title or through foreclosure proceedings; nor shall this Article VI apply to a sale by any such institution which so acquires title. No waiver by the Declarant shall be required as to any transfer of title to a Building Site at a duly advertised public sale with open bidding which is provided by law, such as, but not limited to, execution sale, foreclosure sale, judicial sale, or tax sale, or as to any transfer of title to a Building Site upon which a building has been constructed and for which a certificate of occupancy has been issued therefor.

ARTICLE VII **ENFORCEMENT**

Section 7.01 Responsibility of Owner. Each Owner shall be responsible for compliance with the terms, provisions and conditions of this instrument by its employees, agents, independent contractors, tenants, building occupants, customers and visitors.

Section 7.02 Abatement and Suit. Violation or breach of any restriction herein contained shall give to the Declarant, the Association and every Owner, subject to this Declaration, the right to prosecute a proceeding at law or in equity against the Owner who has violated, is attempting to violate or is permitting the violation on its Building Site of any of these restrictions, including, without limitation, actions to enjoin or prevent such Owner for doing so, to cause said violation to be remedied, or to recover damages for said violation.

Section 7.03 Deemed to Constitute a Nuisance. Any action or omission whereby any restriction herein contained is violated in whole or in part is hereby declared to be and to constitute a nuisance, and every remedy allowed by law or equity against the Owner, either public or private, shall be applicable against every such action or omission and may be exercised by the Declarant or by any Owner.

Section 7.04 Attorney Fees. If any legal or equitable proceeding for the enforcement of this Declaration of any provision hereof, the losing Owner shall pay the attorney's fees of the Declarant and/or prevailing Owner or Owners or Association, in such amounts as may be fixed by the court in such proceedings. All remedies provided herein or at law or in equity shall be cumulative and not exclusive of any other remedies.

Section 7.05 Failure to Enforce Not a Waiver of Rights. The failure of the Declarant, Association or any other Owner to enforce any restrictions herein contained shall in no event be deemed to be a waiver of the right to do so, nor of the right to enforce any other restriction. No suit shall lie against the Declarant or Association for any failure, refusal or omission to institute or join in any action or proceeding for the enforcement hereof or to restrain the violation of any of the provisions hereof.

ARTICLE VIII
TERM, TERMINATION, MODIFICATION,
ASSIGNMENT AND ANNEXATION

Section 8.01 Termination and Modification. This Declaration, or any provision hereof, or any covenant, condition, restriction contained herein, may only be terminated, extended, modified or amended with the written consent of the Owners of a majority of the total acreage of the Property; provided, however, that no such termination, extension, modification or amendment shall be effective without the written approval of the Declarant thereto for so long as Declarant owns any part of the Property. Declarant reserves the right to amend this Declaration without approval of any Owner for a period of one year from the date hereof, provided that such amendment does not adversely affect the character and quality of Echo Hills Business and Industrial Park and does not materially adversely affect the rights of any Owner. No amendment to this Declaration shall be effective with respect to Building Sites sold prior to the date of the amendment unless such amendment is consented to by the Owner of such Building Site.

Section 8.02 Assignment of Funds, Rights and Duties. The rights, powers, privileges, obligations and duties hereby specifically granted to or imposed upon the Declarant (as opposed to those rights, powers, privileges, obligations and duties hereby granted to or imposed upon Owners) may be transferred to any successor or assign of the Declarant which succeeds to the Declarant's interest in the Common Area, including the Association. The Declarant shall have the absolute right to make such a transfer, without any obligation to seek or obtain consent of approval of such a transfer from any Owner or Owners. Provided that any such successor or assign of the Declarant shall, in written recordable form, expressly assume the obligations and duties of the Declarant hereunder. From and after the date of such written assumption, the Declarant shall be released and excused from further liability hereunder and from the exercise of all rights, powers, privileges, obligations and duties hereby granted to or imposed upon the Declarant (as opposed to those rights, powers, privileges, obligations and duties granted to or imposed hereby upon the Declarant as Owner), and the successor or assign of the Declarant shall possess and may exercise all rights, powers and privileges (and shall be subject to all duties and obligations) formerly specifically granted to or imposed upon the Declarant.

Section 8.03 Assignment of Owner's Rights and Duties. The rights, powers, privileges, obligations and duties hereby granted to or imposed upon any Owner may not be assigned or delegated except to an entity acquiring the Owner's interest in a Building Site or any lessee or sub-lessee of such Owner. The instrument by which the interest of any Owner in a Building Site is acquired shall recite that it is subject to this Declaration and shall contain an agreement by the transferee to be bound by all of the terms and conditions hereof.

Section 8.04 Annexation. Declarant may at any time make subject to this Declaration other properties now or hereafter owned by the Declarant or the Association by executing an instrument in writing applying this Declaration to such other properties and by recording the same in the office of the Register of Deeds for Oconee County. Upon such recordation (1) this Declaration shall run with the Property already subject thereto and with such additional property as if such Declaration had always applied to all of said land from the date of its inception; and (2) wherever thereafter in construing this Declaration reference is made to "Property" said term shall mean and include not only the property described in Exhibit A hereto, but also such

additional properties as may be made subject to this Declaration. When extending this Declaration to cover additional properties, Declarant may specifically alter or amend any provision of this Declaration with respect to such additional properties if, in Declarant's sole judgment, such alteration or amendment is necessary for the proper use and development of the additional properties and consistent with the overall intent and purpose of this Declaration. Except as specifically set forth above, additional property and Common Area may be annexed to the Property only with the consent of Owners holding a majority of the voting rights in the Association.

ARTICLE IX **MISCELLANEOUS PROVISIONS.**

Section 9.01 Construction Notice and Acceptance. Every Owner that now or hereafter owns or acquires any rights, title or interest in or to any portion of the Property is and shall be conclusively deemed to have consented and agreed to and assumed every covenant, conditions and restriction contained herein, whether or not any reference to this Declaration is contained in the instrument by which such entity acquired an interest in the Property.

Section 9.02 Mutuality, Reciprocity, Running with the Land. All restrictions, conditions, covenants and agreements contained herein are made for the direct, mutual and reciprocal benefit of each and every part and parcel of the Property; shall create a mutual, equitable servitude upon each Building Site in favor of every other Building Site; shall create reciprocal rights and in favor of every other Building Site; shall create reciprocal rights and obligations between the respective Owners of all Building Sites; and shall, as to the Owner of each Building Site, its heirs, successors and assigns, operate as covenants running with the land for the benefit of the rest of the Property.

Section 9.03 Inurement. This instrument shall bind and inure to the benefit of the Declarant and all Owners, and their respective successors, assigns, heirs and legal representatives.

Section 9.04 Paragraph Headings. Paragraph headings, where used herein, are inserted for convenience only and are not intended to be a part of this Declaration or in any way to define, limit or describe the scope and intent of the particular paragraphs to which they refer.

Section 9.05 Effect of Invalidation. If any provision of this Declaration is held to be invalid by any court, the invalidity of such provision shall not affect the validity of the remaining provisions hereof.

Section 9.06 Notice. Any and all notices or other communications required or permitted by this Declaration or by law to be served on or given to any party subject to the terms and provisions hereof, shall be in writing and shall be deemed duly served and given when personally delivered to the person to whom it is addressed or in lieu of such personal delivery, when deposited in the United States mail, first class, certified or registered mail, postage prepaid.

Notices or communications to Declarant shall be delivered to the following address:

Oconee County, South Carolina

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

If to any other party, at the address of the Building Site which is the subject of such notice or communication.

[execution page follows]

Exhibit A

Property Description

**STATE OF SOUTH CAROLINA
OCONEE COUNTY
RESOLUTION R2011-16**

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN INDUCEMENT AGREEMENT BY AND BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND PROJECT FLS, WHEREBY, UNDER CERTAIN CONDITIONS, OCONEE COUNTY WILL EXECUTE A FEE IN LIEU OF TAX AGREEMENT FOR A PROJECT INVOLVING NOT LESS THAN SIXTY MILLION DOLLARS (\$60,000,000) INVESTMENT

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 of Code of Laws of South Carolina, 1976, as amended (the "Act"), to acquire, or cause to be acquired, properties and to enter into agreements with any industry to construct, operate, maintain and improve such property and to enter into or allow financing agreements with respect to such properties through which powers the economic development of the State of South Carolina will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State of South Carolina 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, Project FLS, a corporation incorporated under the laws of the State of Delaware (the "Company"), has requested the County to participate in executing an Inducement and Millage Rate Agreement and a Fee in Lieu of Tax Agreement (the "Fee Agreement") with the Company pursuant to the Act for the purpose of authorizing and of acquiring by purchase, lease or construction certain land, building(s) or building improvements, machinery, apparatus, and equipment, for the purpose of certain lawful production and manufacturing (the "Project"), all as more fully set forth in the Inducement and Millage Rate Agreement (the "Inducement Agreement") attached hereto; and

WHEREAS, the Company has requested the County to further assist it through the inclusion of the Project within a 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"); and

WHEREAS, the County is authorized by the Act and Title 4, Section 170 *et seq.*, Code of Laws of South Carolina, 1976, as amended (the "MCIP Act") to execute such agreements, as defined in the Act and the MCIP Act, with respect to such Project and Park, respectively; and

WHEREAS, the Company has requested that, under certain conditions, the County provide

R2011-16

a special source revenue tax credit (hereinafter referred to as the "SSRC") pursuant to Section 4-1-175 of the MCIP Act and Section 12-44-70 of the Act for the purpose of enhancing the infrastructure for the Project all as more fully set forth in the Inducement 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.

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

Section 1. Pursuant to the authority of the Act and for the purpose of authorizing the Fee Agreement (as described in the Act) for the Project, there is hereby authorized to be executed an Inducement and Millage Rate Agreement between the County and the Company pertaining to the Project involving investment in the County of not less than Sixty Million Dollars (\$60,000,000) in new, qualifying, taxable investment by the end of the fifth (5th) year after the year of execution of the Fee Agreement, which investment will be maintained for not less than ten (10) years, with an investment not less than Twenty-Five Million Dollars (\$25,000,000) being maintained for the remaining term of the Fee Agreement. Further, the Fee Agreement shall provide for an SSRC of twenty percent (20%) of the Company's fee in lieu of tax liability for the Project in the Park for ten (10) years, upon the terms and upon achieving the conditions required herein and in the Fee Agreement.

Section 2. The provisions, terms and conditions of the Fee Agreement by and between the County and the Company shall be prescribed by subsequent ordinance of the County Council.

Section 3. The Chairman of County Council is hereby authorized and directed to execute the Inducement Agreement attached hereto in the name of and on behalf of the County, in substantially the form attached, or with such changes or additions as shall not materially prejudice the County, upon the advice of the county attorney, and the Clerk of the County Council is hereby authorized and directed to attest the same; and the Chairman of County Council is hereby further authorized and directed to deliver said executed Inducement Agreement to the Company.

Section 4. Prior to the execution of the Fee Agreement, the County Council will comply with the provisions of the Home Rule Act regarding the procedural requirements for adopting ordinances and resolutions.

Section 5. All orders, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This Resolution shall take effect and be in full force from and after its passage by the County Council.

Section 6. It is the intention of the County Council that this Resolution shall constitute an official action on the part of the County relating to the inducement of the Project.

Done in meeting duly assembled this 15th day of November 2011.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Joel Thrift, Chairman of County Council
Oconee County, South Carolina

ATTEST:

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

Dated: November 15, 2011

**INDUCEMENT AGREEMENT
AND MILLAGE RATE AGREEMENT**

THIS INDUCEMENT AND MILLAGE RATE AGREEMENT (the "Agreement") made and entered into by and between Oconee County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina (the "County") and Project FLS, a corporation incorporated under the laws of the State of Delaware (the "Company").

WITNESSETH:

ARTICLE I

RECITATION OF FACTS

Section 1.1. As a means of setting forth the matters of mutual inducement which have resulted in the making and entering into of this Agreement, the following statements of fact are herewith recited:

(a) The County is authorized and empowered by the provisions of Title 12, Chapter 44 Code of Laws of South Carolina, 1976, as amended (the "Act") to acquire, enlarge, improve, expand, equip, furnish, own, lease, and dispose of properties through which the industrial development of the State of South Carolina will be promoted and trade developed by inducing new industries to locate in the State and by encouraging industries now located in the State to expand their investments and thus utilize and employ manpower and other 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.

(b) The Company is considering the acquisition by construction, purchase or lease of facilities and capabilities to be used for the purpose of production and manufacturing (the "Project") in the County. The Project will involve an investment of at least Sixty Million Dollars (\$60,000,000) in new, taxable (fee in lieu of tax) investment within the meaning of Section 12-44-10 et seq. of the Act, and a fee in lieu of tax agreement by and between the Company and the County (the "Fee Agreement").

(c) The Company has requested the County to assist it through (i) the incentive of a payment in lieu of ad valorem taxes as authorized by Section 12-44-10 et seq. of the Act, (ii) placing the property of the Company, including the site of the Project, in the existing multi-county industrial park between the County and Pickens County, South Carolina by amending the County's existing multi-county industrial park (the "Pickens Park"), dated as of January 16, 2007, as amended from time to time and extending the term of the Pickens Park, as necessary, pursuant to the provisions of Section 4-1-170, *et seq.*, of the Code of Laws of South Carolina, 1976, as amended (the "MCIP Act"), as set forth herein, all so as to keep the Project site within a multi-county park at all times during the term of the Fee

Agreement, (iii) a Special Source Revenue Credit of twenty percent (20%) of the fee in lieu of tax retained after the distribution of one percent (1%) to Pickens County, for ten (10) years, as more fully described herein.

(d) The County has given due consideration to the economic development impact of the Project, has found that the Project and the payments in lieu of ad valorem taxes set forth herein are beneficial to the Project and 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 any 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, has agreed to effect the issuance and delivery of this Agreement, pursuant to the Act, and on the terms and conditions hereafter set forth.

(e) In order to assist the Company in providing infrastructure (as defined in the Act) ("Infrastructure") in connection with the Project, the company has further requested the County to provide a special source revenue credit against payments in lieu of taxes as defined in Section 4-1-175 of the MCIP Act and Section 12-44-70 of the Act (the "SSRC") in an annual amount equal to twenty percent (20%) of the payments in lieu of taxes allocated to the County taxing entities with respect to the Project pursuant to a MCIP agreement between the County and Pickens County or an adjoining county (the "MCIP Agreement") commencing in the property tax year in which the total new, taxable investment of the Company equals or exceeds \$25,000,000 and continuing for the next nine (9) years thereafter, but not to exceed the actual cost of the Infrastructure.

ARTICLE II

UNDERTAKINGS ON THE PART OF THE COUNTY

The County agrees as follows:

Section 2.1. The Project will be constructed or installed by the Company on the sites now owned or hereafter acquired by the Company in the County and will involve a new capital expenditure of not less than \$60,000,000 in taxable property. The Fee Agreement will contain suitable provisions for acquisition and construction of the Project by the Company.

Section 2.2. The Fee Agreement will be executed at such time and upon acceptable terms to the County, as the Company shall request subject to Section 4.2 herein.

Section 2.3. The terms and provisions of the Fee Agreement by and between the County and the Company shall be substantially in the form generally utilized in connection with the Act as

agreed upon by the County and the Company. Such Fee Agreement shall contain, in substance, the following provisions:

(a) The term of the Fee Agreement will coincide with the maximum term of the negotiated fee (absent an extension) pursuant to the Act. Thus, the Company shall be required to invest under and pursuant to the Fee Agreement not less than Sixty Million Dollars (\$60,000,000) in new, qualifying, taxable investment by the end of the fifth (5th) year after the year of execution of the Fee Agreement and the \$60,000,000 level of that investment shall be maintained for the initial ten (10) years of the Fee Agreement, without regard to depreciation and a \$25,000,000 level of that same investment, without regard to depreciation, shall be maintained for the remaining ten (10) years of the initial term of the Fee Agreement, all being maintained in accordance with the Act.

(b) The Company will maintain the Project and will (i) keep the Project insured against loss or damage or perils generally insured against by industries or businesses similar to the Company and will carry public liability insurance covering personal injury, death or property damage with respect to the Project; or (ii) self-insure with respect to such risks in the same manner as it does with respect to similar property owned by the Company; or (iii) maintain a combination of insurance coverage and self-insurance as to such risks.

(c) The Fee Agreement shall provide that, in the performance of the agreements contained therein on the part of the County, any obligations the County may incur for the payment of money shall not create a pecuniary liability of the County nor create a general obligation on its part or by the State of South Carolina or any incorporated municipality, but shall be payable solely from the payments received under such Fee Agreement in the MCIP and, under certain circumstances, insurance proceeds and condemnation awards.

(d) The Fee Agreement shall contain agreements providing for the indemnification of the County and the individual officers, agents and employees thereof for all expenses incurred by them and for any claim of loss suffered or damaged to property or any injury or death of any person occurring in connection with the planning, design, approval, acquisition, construction and carrying out of the Project.

(e) The Fee Agreement shall contain a provision requiring the Company to make payments in lieu of taxes. Pursuant to the Act, such payments shall continue for a period of up to twenty (20) years from the date of the Fee Agreement and each of the annual capital investments made under the Fee Agreement for the first five (5) years, not counting the initial year of the Fee Agreement, and any amendments or supplements to the Fee Agreement to the extent permitted by law and authorized by the County, herein. The amounts of such payments shall be determined by using an assessment ratio of 6%, a fixed millage rate based on the June 30, 2011 millage rate

for all taxing entities at the Project site (which the parties believe to be 208.1 mills), and the fair market value for the Project property (which value is not subject to reassessment as provided in the Act) as determined by using original cost for any real property and original cost less allowable depreciation for any personal property in accordance with Title 12, Chapter 37, Code of Laws of South Carolina 1976, as amended. Should the Act not be amended by the South Carolina General Assembly to allow a twenty (20) year term for payments in lieu of taxes by the end of the twentieth (20th) year from the last permitted investment year pursuant to the Fee Agreement, the Company shall voluntarily terminate the Fee Agreement (except for those parts and portions of the Fee Agreement which explicitly are agreed to survive termination of the Fee Agreement, by its own terms).

(f) The County and the Company agree, in accordance with the Act, that the Company may dispose of property subject to fee payments, as set forth in this Section.

(1) When the Company disposes of property subject to the fee, the fee payment must be reduced by the amount of the fee payment applicable to that property, subject to an absolute requirement to invest not less than \$60,000,000 in new taxable qualifying investment in the Project by the end of the fifth (5th) year after the year of execution of the Fee Agreement and maintaining the \$60,000,000 level of that investment for the initial ten (10) years of the Fee Agreement, without regard to depreciation and maintaining a \$25,000,000 level of that investment, without regard to depreciation, for the remaining ten (10) years of the initial term of the Fee Agreement, all being maintained in accordance with the Act.

(2) Property shall be considered disposed of for purposes of this Section only when it is scrapped or sold in accordance with the Fee Agreement.

(3) The Company will be allowed to replace personal property subject to the Fee Agreement to the full extent provided by law.

(g) The County will amend the Pickens Park by adding the Project site and extend the term of that park as required to keep the Project site in a MCIP through the termination of the Fee Agreement.

Section 2.4. Upon the request of the Company, the County will permit the planning, design, acquisition, construction and carrying out of the Project to commence prior to the execution and delivery of the Fee Agreement. Contracts for construction and for purchase of machinery, equipment and related real and personal property deemed necessary under the Fee Agreement may be let by the Company.

Section 2.5. Oconee County Council agrees that this Agreement constitutes a Millage Rate Agreement, within the meaning of the Act, providing the Company with the millage rate, for all taxing entities, legally levied and applicable to the Project site on June 30, 2011, which millage rate

shall be fixed as to all property subject to the Fee Agreement for the duration of the Fee Agreement.

Section 2.6. (a) Oconee County Council does hereby agree, subject to the requirements of Section 4-1-175 of the MCIP Act and Section 12-44-70 of the Act and the Home Rule Act, to undertake the preparation and adoption of an ordinance or agreement, authorized by ordinance, authorizing the provision of the SSRC, as previously stated, which shall be made available to pay or reimburse the payment of a portion of or all of the costs of the Infrastructure improvements with respect to the Project. The SSRC will be payable exclusively from payments the County receives (after payment of the MCIP partner county fee) from the Company in lieu of taxes under the Fee Agreement and the MCIP Agreement. The SSRC shall not constitute a general obligation of indebtedness of the County nor a pledge of the full faith and credit or the taxing power of the County. Provided, for so long as the Fee Agreement remains in full force and effect, the SSRC shall be paid solely by setoff by the Company against fee in lieu of tax payments due under the Fee Agreement.

ARTICLE III

UNDERTAKINGS ON THE PART OF THE COMPANY

Section 3.1. Prior to execution of the Fee Agreement and subsequent to this Agreement, the Company may advance any acquisition or construction funds required in connection with the planning, design, acquisition, construction and carrying out of the Project including any infrastructure and be entitled to subject the constructed or acquired property to the Fee Agreement, to the extent permitted by law.

Section 3.2. The County will have no obligation to assist the Company in finding a bank and the Company may endeavor to finance the Project to the extent required to finance the cost of the acquisition and installation of the Project and the costs of the fee in lieu of tax transaction.

Section 3.3. If the Project proceeds as contemplated, the Company further agrees as follows:

- (a) To obligate itself to make the payments required by the Act including, but not limited to, payments in lieu of taxes at rates calculated in accordance with Section 2.3 (e) hereof;
- (b) To indemnify, defend, and hold the County harmless from all pecuniary liability and to reimburse it for all expenses to which it might be put in the fulfillment of its obligations under this Agreement and in its negotiation and execution and in the implementation of its terms and provisions;
- (c) To perform such further acts and adopt such further proceedings as may be required to faithfully implement its undertakings and consummate the proposed financing;

(d) To apply for, and use its best efforts to obtain, all permits, licenses, authorizations and approvals required by all governmental authorities in connection with the acquisition, construction, operation and use of the Project;

(e) To indemnify, defend and hold the County and the individual directors, officers, agents and employees thereof harmless against any claim or loss or damage to property or any injury or death of any person or persons occurring in connection with the planning, design, approval, acquisition, construction, leasing and carrying out of the Project. The Company also 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. This indemnity shall be superseded by a similar indemnity in the Fee Agreement;

(f) To invest not less than Sixty Million Dollars (\$60,000,000) in new taxable investment in the Project by the end of the fifth (5th) year following the end of the year in which the Fee Agreement is executed, or lose the benefits of this Agreement in accordance with the provisions of the Act for failure to make the statutory minimum investment, and maintain such investment in accordance with the Act and the terms of this Agreement (maintain not less than \$60,000,000 of such new investment, without regard to depreciation, for the first ten (10) years of the Fee Agreement, and maintain not less than \$25,000,000 of such new investment, without regard to depreciation, for the next ten (10) years of the Fee Agreement, or lose the benefits of the Fee Agreement and the SSRC, prospectively, from the point at which such maintenance requirement is not met.

ARTICLE IV

GENERAL PROVISIONS

Section 4.1. All commitments of the County under Article II hereof are subject to all of the provisions of the Act and the Home Rule Act, including, without limitation, the condition that nothing contained in this Agreement shall constitute or give rise to a pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing powers of either.

Section 4.2. All commitments of the County and the Company hereunder are mutually dependent, each on the other, and are subject to the condition that the County and the Company agree on mutually acceptable terms and conditions of all documents, the execution and delivery of which are contemplated by the provisions hereof.

Section 4.3. If for any reason this Agreement is not executed and delivered by the Company

on or before December 31, 2012 the provisions of this Agreement shall be cancelled and neither party shall have any rights against the other and no third parties shall have any rights against either party except:

(a) The Company will pay the County for all expenses which have been authorized by the Company and incurred by the County in connection with the planning, design, acquisition, construction and carrying out of the Project and for all expenses incurred by the County in connection with the authorization and approval of the Fee Agreement or this Agreement;

(b) The Company will pay the out-of-pocket expenses of officers, agents and employees of the County and counsel for the County incurred in connection with the Project and the execution of the Fee Agreement, and will pay fees for legal services related to the Project and the negotiation, authorization, and execution of the Fee Agreement and this Agreement.

Section 4.4. The parties understand that the Company may choose not to proceed with the Project, in which event this Agreement shall be cancelled and, subject to parties' obligations described in Section 4.3, neither party shall have any further rights against the other, and no third party shall have any rights against either party.

Section 4.5. To the maximum extent allowable under the Act, the Company may, with the prior consent of the County, which consent will not unreasonably be withheld, assign (including, without limitation, absolute, collateral, and other Assignments) all or a part of its rights and/or obligations under this Inducement Agreement, the Fee Agreement, or any other Agreement related hereto or thereto, to one or more other entities which are "Related Parties" within the meaning of the Internal Revenue Code without adversely affecting the benefits to the Company or its Assignees pursuant to any such Agreement or the Act.

IN WITNESS WHEREOF, the parties hereto, each after due authorization, have executed this Inducement Agreement on the respective dates indicated below.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Joel Thrift, Chairman of County Council
Oconee County, South Carolina

ATTEST:

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

Dated: November 15, 2011

PROJECT FLS

By: _____
Its:

Date:

Ref: Council Initiated Rezoning number 2

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

COUNCIL MEETING DATE: November 15, 2011
COUNCIL MEETING TIME: 6:00 PM

ITEM TITLE OR DESCRIPTION:

Third & Final Reading of Ordinance 2011-29: "AN ORDINANCE TO AMEND THE OCONEE COUNTY ZONING ENABLING ORDINANCE, ORDINANCE 2007-18, IN CERTAIN LIMITED REGARDS AND PARTICULARS, ONLY, AS TO REZONE A SERIES OF PARCELS SPECIFIED HEREIN, AND TO RATIFY AND AFFIRM ALL OTHER PROVISIONS OF ORDINANCE 2007-18 NOT AMENDED OR MODIFIED HEREBY; AND OTHER MATTERS RELATING THERETO"

BACKGROUND OR HISTORY:

Council took first reading in caption only on September 6, 2011 and sent the issue to the Planning Commission for review. The Commission is scheduled to review the ordinance on October 17, 2011. Council took 2nd reading on October 18, 2011 and scheduled the public hearing on November 15, 2011.

SPECIAL CONSIDERATIONS OR CONCERNS:

None

COMPLETE THIS PORTION FOR ALL PROCUREMENT REQUESTS:

Does this request follow Procurement Ordinance #2001-15 guidelines? Yes / No [review #2001-15 on Procurement's website]
If no, explain briefly: N/A

STAFF RECOMMENDATION:

Take 3rd and final reading

FINANCIAL IMPACT:

None Anticipated

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: Yes / No
If yes, who is matching and how much: N/A

ATTACHMENTS

Ordinance 2011-29

Reviewed By/ Initials:

_____ County Attorney _____ Finance _____ Grants _____ Procurement

Submitted or Prepared By:

Approved for Submittal to Council:



Department Head/Elected Official

Scott Moulder, County Administrator

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

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

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE NO. 2011-29**

AN ORDINANCE TO AMEND THE OCONEE COUNTY ZONING ENABLING ORDINANCE, ORDINANCE 2007-18, IN CERTAIN LIMITED REGARDS AND PARTICULARS, ONLY, AS TO REZONE A SERIES OF PARCELS SPECIFIED HEREIN, AND TO RATIFY AND AFFIRM ALL OTHER PROVISIONS OF ORDINANCE 2007-18 NOT AMENDED OR MODIFIED HEREBY; AND OTHER MATTERS RELATING THERETO

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

WHEREAS, Oconee County Council has heretofore, by and through its Zoning Enabling Ordinance, 2007-18, finally adopted on November 6, 2008 (the “Zoning Enabling Ordinance”, or “ZEO”), codified at Chapter 38 of the Oconee Code of Ordinances (the “Oconee County Code”), adopted such zoning regulations and districts in accordance with and consistent with the Oconee County comprehensive land use plan; and,

WHEREAS, subsequent to the adoption of the Zoning Enabling Ordinance, a request for rezoning a series of parcels pursuant to provisions established in the Ordinance was duly presented to County Council; and,

WHEREAS, in accordance with the Act and the Zoning Enabling Ordinance, Oconee County Council has referred such matters to the Oconee County Planning Commission for their review, particularly regarding the proposed amendment’s compliance with the Oconee County Comprehensive Plan. The Oconee County Planning Commission has, in fact, reviewed the rezoning request, and recommendations of the Oconee County Planning staff, and by at least a majority vote affirmed its opinion that the proposed changes are in compliance with the Comprehensive Plan, and has made certain recommendations concerning adoption of the changes by County Council. The Oconee County Council has considered the recommendation of the Oconee County Planning Commission, and the Oconee County Planning Department, held a public hearing, duly noticed and advertised, as required by law, to receive the comments of the public, finds that such comments and recommendations are correct and necessary, and desires to amend the Zoning Enabling Ordinance, as codified at Chapter 38 of the Oconee County Code of Ordinances, in certain limited particulars only, based on the review, comments, and recommendations of the Oconee County Planning Commission, the Oconee County Planning staff, and the public, and to otherwise ratify and reaffirm the Zoning Enabling Ordinance and other provisions of Chapter 38 of the Oconee County Code of Ordinances not specifically or by implication amended hereby.

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

- Chapter 38 of the Oconee County Code of Ordinances is hereby amended, as follows, and in the following details, only:

A. The following parcels, listed below, previously zoned in the Control-Free District (CFD), and duly identified on the Official Zoning Map to be in the Control-Free District, are hereby rezoned, and shall be in the Industrial District (ID), and shown as such on the Official Zoning Map in the manner depicted in Appendix A of this Ordinance. Each parcel, and associated uses and activities conducted thereupon, shall be subject to all standards, limitations, and requirements established for the Industrial District in Chapter 38 of the Code.

Parcel (Tax Identification Number)

221-00-01-001	332-00-01-011
251-00-04-007	337-00-04-026
251-00-04-034	
332-00-01-009	
332-00-01-010	

- All other parts and provisions of the Oconee County Code of Ordinances not amended hereby, either explicitly or by implication, remain in full force and effect. The Zoning Enabling Ordinance, Ordinance 2007-18, and Chapter 38 of the Oconee County Code of Ordinances as amended hereby, are hereby ratified and affirmed, *ab initio*.
- 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.
- All ordinances, orders, resolutions, and actions of Oconee County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.
- This Ordinance shall take effect and be in full force and effect from and after third reading and enactment by Oconee County Council.

ORDAINED in meeting, duly assembled, this ____ day of _____, 2011.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
 Joel Thrift, Chairman, County Council
 Oconee County, South Carolina

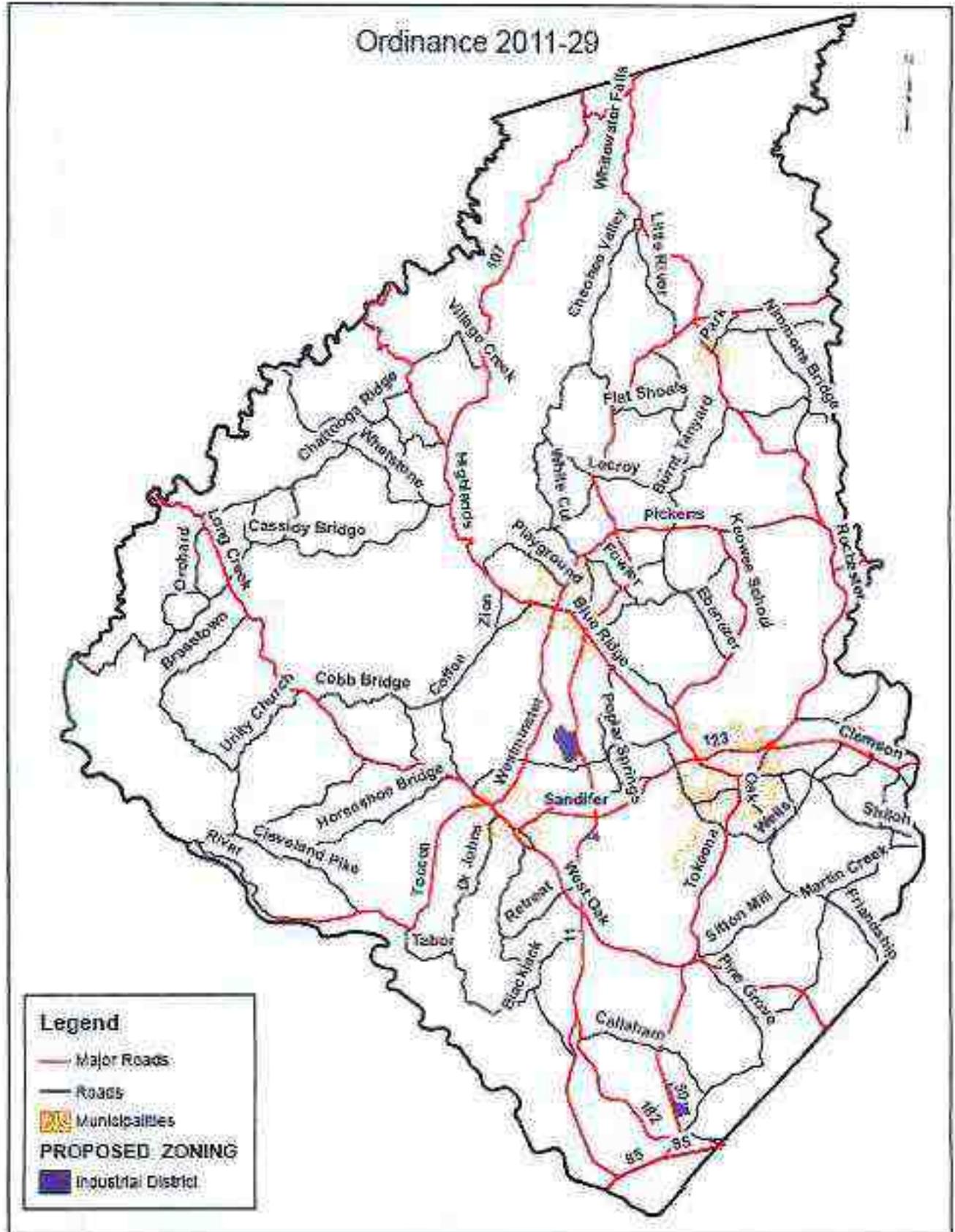
ATTEST:

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

First Reading: September 6, 2011
 Second Reading: October 18, 2011
 Public Hearing: November 15, 2011
 Third Reading: November 15, 2011

APPENDIX A

Parcels Rezoned by Ordinance 2011-29



**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE NO. 2011-32**

**AN ORDINANCE TO AUTHORIZE THE LEASING OF
CERTAIN OCONEE COUNTY SPACE; 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 sell, lease, or otherwise dispose of real property which is located within the County; and,

WHEREAS, the County currently owns the building located at 223 Kenneth Street, Walhalla, South Carolina 29691 (the "Building"), and the South Carolina Vocational Rehabilitation Department (the "Vocational Rehabilitation Department"), a department of the State of South Carolina, desires to lease five thousand usable square feet of the Building for storage for a term of two (2) years; and,

WHEREAS, Oconee County Council hereby desires to enter into a two-year term lease agreement (the "Lease") with the Vocational Rehabilitation Department, such Lease being attached as Exhibit "A" and incorporated herein by reference, in accordance with the procedures set forth in this Ordinance; and

WHEREAS, Oconee County Council further desires to delegate to the Oconee County Administrator the authority to renew the Lease on similar or such comparable terms (including, without limitation, such modifiers as cost of living or longevity adjustments as are routine in such leases) as are not materially adverse to the County, without further authorization from Oconee County Council.

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

1. The County hereby agrees to lease the Demised Premises (as identified in the Lease), to the Vocational Rehabilitation Department under the terms and conditions of the Lease.
2. The Oconee County Administrator, or his or her designee, is hereby authorized to negotiate minor changes to the terms and conditions of the Lease, so long as the final terms and conditions are not materially adverse to Oconee County and are substantially similar to the terms and conditions set forth in the Lease.
3. The Oconee County Administrator is hereby authorized and directed to execute the Lease, and to take all other steps and actions as are necessary or appropriate to lease the Demised Premises to the Vocational Rehabilitation Department.
4. The Oconee County Administrator is hereby delegated the authority to renew the Lease on similar or such comparable terms (including, without limitation, such modifiers as cost of living or longevity adjustments as are routine in such leases) as are not materially adverse to the County, without further authorization from Oconee County Council.

5. 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, all of which is hereby deemed separable.
6. All Ordinances, Orders, Resolutions, and actions of Oconee County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and superseded.
7. This Ordinance shall become effective and be in full force and effect from and after the public hearing and the third reading in accordance with the Code of Ordinances, Oconee County, South Carolina.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Joel Thrift, Chairman, County Council
Oconee County, South Carolina

ATTEST:

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

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

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made as of this 18th day of November, 2011, between: Oconee County, South Carolina ("Landlord") having an address at: 415 South Pine St., Walhalla, S.C. 29691 and the South Carolina Vocational Rehabilitation Department ("Tenant") an agency, institution, department (including any division or bureau thereof) or political subdivision of the State of South Carolina having an address at: 1410 Boston Avenue, West Columbia, South Carolina 29170.

ARTICLE 1 - DEMISE OF PREMISES

1.1. Landlord hereby leases and lets to Tenant and Tenant hereby takes and hires from Landlord, upon and subject to the terms, covenants and provisions hereof, premises (the "Demised Premises") consisting of approximately 5,000 rentable (5,000 usable) square feet in the building (the "Building") located at:

223 Kenneth Street, Walhalla, S.C. 29691

Oconee County, South Carolina (the "Land"), together with the benefit of any and all easements, appurtenances, rights and privileges now or hereafter belonging thereto.

ARTICLE 2 - TERM

2.1. The term of this Lease shall be two (2) year(s) (the "Term") beginning on November 18, 2011, (the "Commencement Date") and, unless terminated or extended, shall end on November 17, 2013, (the "Termination Date").

ARTICLE 3 - RENT

3.1. Tenant shall pay rent (the "Basic Rent") to Landlord during the Term in the annual aggregate amount of \$ 10,000.00, payable in equal monthly installments of \$833.33 in advance on or before the tenth (10th) day of each consecutive calendar month of the Term.

3.2. All payments to be made by Tenant pursuant to this Lease shall be apportioned and prorated as of the Commencement Date and the Termination Date or as of the date of an earlier termination pursuant to this Lease, as the case may be.

3.3. Any amounts of Basic Rent not paid when due pursuant to Section 3.1 above shall accrue interest at a rate of ten percent (10%) per annum.

ARTICLE 4 - USE

4.1. Tenant shall have the right to use the Demised Premises for: storage

4.2. If during the Term the application of any statute, code or ordinance of any government, authority, agency, official or officer applicable to the Building or the Demised Premises makes it impossible or uneconomical for Tenant to operate in the Demised Premises in accordance with subparagraph 4.1, then Tenant, at its option, may terminate this Lease, whereupon the Basic Rent and Additional Rent and all other charges payable hereunder by Tenant shall be apportioned as of such date of termination.

ARTICLE 5 - ASSIGNMENT AND SUBLETTING

5.1. Tenant may, with the prior written consent of Landlord, such consent not to be unreasonably withheld, assign this Lease or sublet the Demised Premises to any State agency, institution, department, bureau, political subdivision or State-

operated entity, or to any other person or party, provided that any such assignment or sublease shall be upon the same terms and conditions as this Lease, or such other terms as Landlord may agree to in writing.

5.2. Where such assignment or subletting is consented to by Landlord, any act required to be performed by Tenant pursuant to the terms of this Lease may be performed by such assignee or sublessee of Tenant and the performance of such act shall be deemed to be performance by Tenant.

ARTICLE 6 - SERVICES

6.1. The services provided by the Landlord to Tenant as part of basic rent and additional rent, if any, shall include only lighting and ventilating and sufficient electricity for the provision thereof. Services provided by the Landlord shall include all service charges, labor, materials and supplies. Provision of any additional services, including utilities, by the Landlord shall not constitute a waiver of the provisions of this Section 6.1 or an agreement to provide any services other than those expressly required hereby.

6.2. Services provided by the Landlord shall include all service charges, labor, materials and supplies. Tenant shall have the option but not the obligation to separately meter all utilities servicing the Demised Premises and to make direct payment for such utility services to the suppliers thereof.

ARTICLE 7 - LANDLORD'S REPRESENTATIONS AND WARRANTIES

7.1. Landlord represents and warrants to Tenant that:

(a) Landlord is the owner of the Land and Building in fee simple, that title is marketable and not subject to any defects or encumbrances which could adversely affect the use of the Demised Premises as contemplated by this Lease; that Landlord has full right, power and authority to execute and deliver this Lease and to grant to Tenant the exclusive use and possession of the Demised Premises;

(b) The use of the Demised Premises contemplated by this Lease will be a permitted use under all applicable statutes, codes, rules, regulations and ordinances now in effect and, to the best of the Landlord's knowledge, there are no pending proceedings or plans to change such statutes, codes, rules, regulations and ordinances;

(c) Neither the Land, the Building nor the Demised Premises, nor any portion thereof, is being condemned or taken by eminent domain and, to the best of Landlord's knowledge, no such proceedings are contemplated by any lawful authority;

(d) To the best of Landlord's knowledge and belief, there is available to the Building and the Demised Premises adequate public water, gravity fed storm and sanitary sewers, electricity and telephone service for Tenant's intended use of the Demised Premises as described in this Lease;

(e) Landlord will not discontinue any service required to be provided by Landlord pursuant to this Lease and, if any such discontinuance is contemplated, Landlord will provide Tenant with written notice at least thirty (30) days prior thereto together with a statement of the appropriate reduction in Basic Rent as compensation for such discontinuance;

(f) Landlord will keep the Land and the exterior of the Building in good repair and make all reasonable improvements to maintain the Land and the exterior of the Building in a condition suitable for Tenant's intended use of the Demised Premises as set forth herein as determined in Landlord's sole discretion;

(g) Landlord will keep the Building and the Demised Premises protected against flood, storm, water leakage through roofs and windows and against other hazards of nature and will repair or protect same from such hazards within a reasonable time after Landlord has notice of damage or the need for repair; and

(h) Landlord will provide peaceful and quiet enjoyment of the Demised Premises to Tenant and will not allow such peaceful and quiet enjoyment to be disrupted or interfered with by any other tenant in the Building, by Landlord, by anyone claiming under Landlord or by any other person, party or entity.

7.2 Landlord acknowledges that Tenant is relying upon each of the representations and warranties set forth in subparagraph 7.1 and that the matters represented and warranted by Landlord are substantial and material to Tenant. In the event such representations and warranties shall be breached by Landlord, Tenant, at its sole election, may terminate this Lease in accordance with subparagraph 13.1.(d).

ARTICLE 8 - TENANT'S COVENANTS

8.1. Tenant covenants and agrees that it shall:

(a) Pay Basic Rent when due provided a written invoice is submitted in advance to the Tenant by the Landlord. Should any Basic Rent become more than fifteen (15) days past due, Landlord shall give Tenant notice in writing to pay the same within fifteen (15) days of receipt of such notice;

(b) Maintain the Demised Premises in a clean and good condition and return the Demised Premises in a clean and good condition and return the Demised Premises to Landlord at the termination of this Lease in accordance with Article 17 hereof. Tenant shall not be obligated to make any repairs arising out of or in any way caused by, 1) settling, 2) defects in labor, workmanship, materials, fixtures or equipment employed, supplied or installed by or on behalf of Landlord, or 3) the negligence of Landlord, its agents or employees.

(c) Comply with all statutes, codes, ordinances, rules and regulations applicable to the Demised Premises;

(d) Give Landlord reasonable notice of any accident, damage, destruction or occurrence affecting the Demised Premises; and

(e) Allow Landlord reasonable access to the Demised Premises for inspections.

ARTICLE 9 - ARCHITECTURAL BARRIERS

9.1. [Intentionally Omitted]

ARTICLE 10 - ADDITIONS, IMPROVEMENTS AND ALTERATIONS

10.1. Other than as set forth in Article 7 hereof, Landlord shall not be required to make additions, improvements or alterations to the Demised Premises. Tenant may, with the prior written consent of Landlord, make nonstructural additions, improvements or alterations to the Demised Premises ("Improvements") at its sole cost and expense. Each such Improvement shall be completed in a good and workmanlike manner and in accordance with all applicable codes, rules and regulations. Tenant shall advise Landlord, when requesting consent to install Tenant Improvements, whether Tenant will remove the Improvements at the termination of this Lease. Landlord's consent to the construction of the Improvements may be conditioned on their removal at the termination of this Lease. If Tenant elects not to remove the Improvements, the Improvements shall become part of the Demised Premises and subject to this Lease. If the Improvements will be removed by Tenant, Tenant shall

restore the Demised Premises to its condition prior to such installation, reasonable wear and tear and damage by fire or other casualty excepted.

10.2. Landlord agrees that all trade fixtures, signs, equipment, furniture or other personal property of whatever kind or nature kept or installed at the Demised Premises by Tenant shall not become the property of Landlord or a part of the realty no matter how affixed to the Demised Premises and may be removed by Tenant at any time and from time to time during the term of this Lease.

ARTICLE 11 - CONDEMNATION AND CASUALTY

11.1. If there be any damage to or destruction of the Building, the Demised Premises or any portions thereof, or if any proceedings or negotiations are instituted which do or may result in a taking by condemnation or eminent domain ("Taking"), each party will promptly give notice thereof to the other, describing the nature and extent thereof.

11.2 If the restoration, replacement or rebuilding of the Building or the Demised Premises or any portion thereof as nearly as practicable to its value, condition and character immediately prior to any damage, destruction or Taking ("Restoration") can be completed within ninety (90) days after the occurrence, Landlord will promptly commence and complete Restoration of the Building and the Demised Premises.

11.3. If Restoration cannot be completed within ninety (90) days after the occurrence, then either party may terminate this Lease by written notice to the other party given within ten (10) days following the earlier to occur of (a) the date the Restorations should have been completed, or (b) the date on which Landlord advises Tenant that the Restorations cannot be completed within ninety (90) days of the occurrence, whereupon Basic Rent and any other payments by Tenant hereunder shall be apportioned as of the date of the damage, destruction or Taking.

11.4. Upon damage or destruction to the Building or the Demised Premises or upon a Taking thereof which does not result in termination pursuant to subparagraph 11.3 of this Lease, Basic Rent and any other payments and charges payable by Tenant hereunder shall abate as of the date of the occurrence, or in the case of partial damage, destruction or Taking which does not cause Tenant to discontinue use of the Demised Premises as contemplated herein, the Basic Rent and any other payments and charges shall be equitably apportioned.

11.5. Nothing contained herein shall be deemed or construed to prevent Tenant from asserting and prosecuting a claim for the value of its leasehold estate, its leasehold improvements or moving and related costs in the event of any Taking.

ARTICLE 12 - INSURANCE

12.1. Landlord shall at all times during the Term of this Lease maintain, with insurers authorized to do business in the State of South Carolina, fire insurance with extended coverage for the Building of which the Demised Premises is a part in an amount not less than the actual replacement cost, including the cost of debris removal. Tenant shall, at all times during the Term of this Lease maintain, with insurers authorized to do business in the State of South Carolina, property insurance on its merchandise, inventory, contents, furniture, fixtures and other personal property located on the Demised Premises, insuring such property against, without limitation, fire or other casualty, vandalism, theft, sprinkler leakage, water damage (however caused), explosion, malfunction or failure of heating, cooling or similar apparatus, perils covered by extended coverage, and other similar perils in amount not less than the full insurable replacement value of such property.

ARTICLE 13 - TERMINATION

13.1. Notwithstanding the Commencement Date and Termination Date set forth in subparagraph 2.1 of this Lease, this Lease shall be terminable by the parties:

(a) by Tenant immediately, if, at the end of any State fiscal year (June 30th) after the Commencement Date, appropriations, revenues, income, grants or other funding are not provided by the General Assembly to the Tenant in an amount sufficient to carry out the purposes and programs of Tenant, including the payment of Basic Rent, Additional Rent and all other payment obligations of Tenant pursuant to this Lease;

(b) by Tenant immediately if Landlord shall have breached any covenant, condition, representation or warranty made by Landlord in this Lease and such breach shall have continued uncured or uncorrected for a period of thirty (30) days after notice by Tenant to Landlord of such breach and request to cure or correct the same;

(c) by Landlord immediately if Tenant shall have breached any covenant, condition, representation or warranty made by Tenant in this Lease, and such breach shall have continued uncured or uncorrected for a period of thirty (30) days after notice by Tenant to Landlord of such breach and request to cure or correct the same; and

(d) by either party upon one hundred twenty (120) days written notice of such termination to the other party.

ARTICLE 14 - EXEMPTIONS

14.1. Landlord and Tenant agree that Tenant shall be specifically exempt from the payment, furnishing or providing to Landlord of any of the following:

(a) Security deposits for any rents or other charges to be paid by Tenant pursuant to this Lease or for any service or item supplied to Tenant by Landlord;

(b) Liquidated or punitive damages for any cause or reason;

(c) Landlord's attorney's fees, court costs or costs of collection in connection with any action or inaction by Tenant under this Lease;

(d) Any form of insurance coverage for Landlord or any person or entity other than Tenant or for any real or personal property of any party other than Tenant including, but not limited to, fire, comprehensive general public liability or contractual liability.

(e) Any indemnification, hold harmless, release or waiver agreement by Tenant to Landlord or any other person, party or entity; and

(f) Payment of any late charges or penalties for failure by Tenant to make payment of Basic Rent or any other charges payable to Landlord pursuant to this Lease.

ARTICLE 15 - SUBORDINATION AND NON-DISTURBANCE

15.1. Any mortgage which may now or hereafter affect the Land, the Building, the Demised Premises, or any part thereof, and any renewals, modifications, consolidations, replacements or extensions thereof shall provide that so long as there shall be no continuing event of default by Tenant hereunder, the leasehold estate of Tenant created hereby and Tenant's peaceful and quiet possession of the Demised Premises shall be undisturbed by any foreclosure of such mortgage. In the event that any such mortgage affects the Land, the Building or the Demised Premises as of the Commencement Date, Landlord shall furnish Tenant with an executed non-disturbance agreement from any such mortgagee.

ARTICLE 16 - MINOR REPAIRS

16.1. If at any time during the Term, if any, Tenant shall find in the Demised Premises items in need of repair or replacement which Landlord is obligated to repair and maintain pursuant to this Lease, including, but not limited to, faulty workmanship in construction, inoperative door locks or other similar deficiencies affecting the exterior of the Building which affect Tenant's use and enjoyment of the Demised Premises, Tenant shall give written notice thereof to Landlord and Landlord shall, at its sole cost and expense, repair, replace or otherwise cure the deficiencies described by Tenant within thirty (30) days of the date of Tenant's notice thereof. In the event Landlord shall fail or refuse to repair, replace or cure the deficiency within the time aforesaid and the cost of such repair, replacement or cure is less than \$500.00, Tenant shall have the right, but not the obligation, to undertake such repair, replacement or cure and, in such event, shall have the right to deduct the cost thereof from the next due monthly installment of Basic Rent. In the event Tenant does not undertake such repair, replacement or cure, irrespective of the cost thereof, and Landlord shall not have repaired, replaced or cured such deficiency within sixty (60) days of the date of Tenant's notice to Landlord of such deficiency, Tenant may, at its option, terminate this Lease, whereupon the Basic Rent and all other charges payable hereunder by Tenant shall be apportioned as of such date of termination.

ARTICLE 17 - SURRENDER

17.1. Upon the expiration or earlier termination of this Lease, Tenant shall surrender the Demised Premises to Landlord in good order and condition, except for ordinary wear and tear, permitted additions, Improvements or alterations made by Tenant, the removal of which is not required by Landlord, and the results of any damage, destruction or Taking. Tenant shall remove from the Demised Premises on or prior to such expiration or earlier termination all of its property situated therein.

ARTICLE 18 - NOTICES

18.1. All notices, demands, requests, consents, approvals, offers, statements and other instruments or communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been given when delivered or when mailed by first class mail, postage prepaid, addressed to Landlord or Tenant at the addresses appearing at the heading of this Lease.

ARTICLE 19 - AMENDMENTS

19.1. This Lease may not be amended, modified or terminated, nor may any obligation hereunder be waived orally, and no such amendment, modification, termination or waiver shall be effective for any purposes unless it is in writing and signed by the party against whom enforcement thereof is sought.

ARTICLE 20 - HOLDOVER

20.1. In the event Tenant shall remain in the Demised Premises after the Term has expired and Tenant shall have failed to give notice to Landlord of Tenant's intent to extend this Lease in accordance with subparagraph 2.1 hereof, Tenant shall be deemed to be a tenant from month to month and Tenant shall continue to pay the Basic Rent in effect for the Term until either Landlord or Tenant, by sixty (60) days written notice to the other, shall terminate this Lease, whereupon the Basic Rent and all other charges payable by Tenant hereunder shall be apportioned as of such date of termination.

ARTICLE 21 - MISCELLANEOUS

21.1. If any provision of the Lease or any application thereof shall be invalid or unenforceable, the remainder of this Lease and any other application of such provision shall not be affected thereby.

21.2. This Lease shall be binding upon and inure to the benefit of and be enforceable by the respective successors and assigns of the parties hereto.

21.3. This Lease may be executed in counterparts, each of which when so executed and delivered, shall constitute an original, fully executed counterpart for all purposes, but such counterparts shall constitute but one instrument.

21.4. The Article headings of this Lease are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

21.5. This Lease shall be governed by and construed in accordance with the laws of the State of South Carolina.

21.6. In the event Landlord is involved in any bankruptcy or insolvency proceedings and Landlord's trustee fails to perform or rejects any of the Landlord's obligations under this Lease, Tenant shall have the option to terminate this Lease.

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

WITNESS:

LANDLORD:
Oconee County

(Signature for landlord)

Joel Thrift, Chair

(Printed name and title of signatory)

11/15/11

Date

WITNESS:

TENANT:
South Carolina Vocational Rehabilitation Department

(Signature for tenant)

Richard G. Elam, Asst. Commissioner

(Printed name and title of signatory)

11/15/11

Date

Ref: Keowee Key/ Stamp Creek Request

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

COUNCIL MEETING DATE: November 15, 2011
COUNCIL MEETING TIME: 6:00 PM

ITEM TITLE OR DESCRIPTION:

Third & Final Reading of Ordinance 2011-14: "AN ORDINANCE TO AMEND THE OCONEE COUNTY ZONING ENABLING ORDINANCE, ORDINANCE 2007-18, IN CERTAIN LIMITED REGARDS AND PARTICULARS, ONLY, AS TO REZONE A SERIES OF PARCELS SPECIFIED HEREIN, AND TO RATIFY AND AFFIRM ALL OTHER PROVISIONS OF ORDINANCE 2007-18 NOT AMENDED OR MODIFIED HEREBY; AND OTHER MATTERS RELATING THERETO"

BACKGROUND OR HISTORY:

The proposed Ordinance 2011-14 was presented to County Council on June 21, 2011, and given first reading in caption only at that time. The request was then referred to the Planning Commission for recommendation and input. The Planning Commission considered the proposed rezoning and staff's recommendation at their meeting held July 18,, 2011. At their August 1, 2011 meeting the Commission made a recommendation to Council. Council took 2nd reading on September 6, 2011 and held a public hearing for the ordinance on November 1, 2011.

SPECIAL CONSIDERATIONS OR CONCERNS:

COMPLETE THIS PORTION FOR ALL PROCUREMENT REQUESTS:

Does this request follow Procurement Ordinance #2001-15 guidelines? Yes / No [review #2001-15 on Procurement's website]
If no, explain briefly: N/A

STAFF RECOMMENDATION:

Take Third and Final Reading of Ordinance 2011-14.

FINANCIAL IMPACT:

None Anticipated

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: Yes / No
If yes, who is matching and how much: N/A

ATTACHMENTS

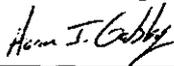
Copy of Ordinance 2011-14

Reviewed By/ Initials:

_____ County Attorney _____ Finance _____ Grants _____ Procurement

Submitted or Prepared By:

Approved for Submittal to Council:



Department Head/Elected Official

Scott Moulder, County Administrator

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

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

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE NO. 2011-14**

AN ORDINANCE TO AMEND THE OCONEE COUNTY ZONING ENABLING ORDINANCE, ORDINANCE 2007-18, IN CERTAIN LIMITED REGARDS AND PARTICULARS, ONLY, AS TO REZONE A SERIES OF PARCELS SPECIFIED HEREIN, AND TO RATIFY AND AFFIRM ALL OTHER PROVISIONS OF ORDINANCE 2007-18 NOT AMENDED OR MODIFIED HEREBY; AND OTHER MATTERS RELATING THERETO

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

WHEREAS, Oconee County Council has heretofore, by and through its Zoning Enabling Ordinance, 2007-18, finally adopted on November 6, 2008 (the "Zoning Enabling Ordinance", or "ZEO"), codified at Chapter 38 of the Oconee Code of Ordinances (the "Oconee County Code"), adopted such zoning regulations and districts in accordance with and consistent with the Oconee County comprehensive land use plan; and,

WHEREAS, subsequent to the adoption of the Zoning Enabling Ordinance, a request for rezoning a series of parcels pursuant to provisions established in the Ordinance was duly presented to County Council; and,

WHEREAS, in accordance with the Act and the Zoning Enabling Ordinance, Oconee County Council has referred such matters to the Oconee County Planning Commission for their review, particularly regarding the proposed amendment's compliance with the Oconee County Comprehensive Plan. The Oconee County Planning Commission has, in fact, reviewed the rezoning request, and recommendations of the Oconee County Planning staff, and by at least a majority vote affirmed its opinion that the proposed changes are in compliance with the Comprehensive Plan, and has made certain recommendations concerning adoption of the changes by County Council. The Oconee County Council has considered the recommendation of the Oconee County Planning Commission, and the Oconee County Planning Department, held a public hearing, duly noticed and advertised, as required by law, to receive the comments of the public, finds that such comments and recommendations are correct and necessary, and desires to amend the Zoning Enabling Ordinance, as codified at Chapter 38 of the Oconee County Code of Ordinances, in certain limited particulars only, based on the review, comments, and recommendations of the Oconee County Planning Commission, the Oconee County Planning staff, and the public, and to otherwise ratify and reaffirm the Zoning Enabling Ordinance and other provisions of Chapter 38 of the Oconee County Code of Ordinances not specifically or by implication amended hereby.

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

1. Chapter 38 of the Oconee County Code of Ordinances is hereby amended, as follows, and in the following details, only:
 - A. The following parcels, listed in Appendix B of this ordinance, previously zoned in the Control-Free District (CFD), and duly identified on the Official Zoning Map to be in the Control-Free District, are hereby rezoned, and shall be in the Lake Residential District (LRD), and shown as such on the Official Zoning Map in the manner depicted in Appendix

A of this Ordinance. Each parcel, and associated uses and activities conducted thereupon, shall be subject to all standards, limitations, and requirements established for the Traditional Rural District in Chapter 38 of the Code.

B. The following parcels previously zoned in the Control-Free District (CFD), and duly identified on the Official Zoning Map to be in the Control-Free District, are hereby rezoned, and shall be in the Agriculture District (AD), and shown as such on the Official Zoning Map in the manner depicted in Appendix A of this Ordinance. Each parcel, and associated uses and activities conducted thereupon, shall be subject to all standards, limitations, and requirements established for the Agricultural District in Chapter 38 of the Code.

Parcel (Tax Identification Number)

110-00-01-008	110-00-01-014	123-00-02-001
110-00-01-012	110-00-01-015	
110-00-01-013	110-00-01-999	

C. The following parcels previously zoned in the Control-Free District (CFD), and duly identified on the Official Zoning Map to be in the Control-Free District, are hereby rezoned, and shall be in the Community Commercial District (CCD), and shown as such on the Official Zoning Map in the manner depicted in Appendix A of this Ordinance. Each parcel, and associated uses and activities conducted thereupon, shall be subject to all standards, limitations, and requirements established for the Community Commercial District in Chapter 38 of the Code.

Parcel (Tax Identification Number)

111-00-02-015	111-24-01-002	111-24-01-006	124-00-01-001
111-00-02-016	111-24-01-003	111-24-01-007	124-00-01-007
111-00-02-017	111-24-01-004	111-24-01-008	124-00-02-004
111-00-02-024	111-24-01-005	111-24-01-009	

D. The following parcels previously zoned in the Control-Free District (CFD), and duly identified on the Official Zoning Map to be in the Control-Free District, are hereby rezoned, and shall be in the Public and Recreational Lands District (PRLD), and shown as such on the Official Zoning Map in the manner depicted in Appendix A of this Ordinance. Each parcel, and associated uses and activities conducted thereupon, shall be subject to all standards, limitations, and requirements established for the Public and Recreational Lands District in Chapter 38 of the Code.

Parcel (Tax Identification Number)

110-00-01-004

E. The following parcels previously zoned in the Control-Free District (CFD), and duly identified on the Official Zoning Map to be in the Control-Free District, are hereby rezoned, and shall be in the Residential District (RD), and shown as such on the Official Zoning Map in the manner depicted in Appendix A of this Ordinance. Each parcel, and associated uses and activities conducted thereupon, shall be subject to all standards, limitations, and requirements established for the Residential District in Chapter 38 of the Code.

Parcel (Tax Identification Number)

098-00-02-008	110-00-01-005	110-00-01-018
099-00-01-001	110-00-01-006	123-00-03-043
099-00-01-034	110-00-01-007	
109-00-03-003	110-00-01-009	

2. All other parts and provisions of the Oconee County Code of Ordinances not amended hereby, either explicitly or by implication, remain in full force and effect. The Zoning Enabling Ordinance, Ordinance 2007-18, and Chapter 38 of the Oconee County Code of Ordinances as amended hereby, are hereby ratified and affirmed, *ab initio*.
3. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the rest and remainder of this Ordinance, all of which is hereby deemed separable.
4. All ordinances, orders, resolutions, and actions of Oconee County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.
5. This Ordinance shall take effect and be in full force and effect from and after third reading and enactment by Oconee County Council.

ORDAINED in meeting, duly assembled, this 15th day of November, 2011.

OCONEE COUNTY, SOUTH CAROLINA

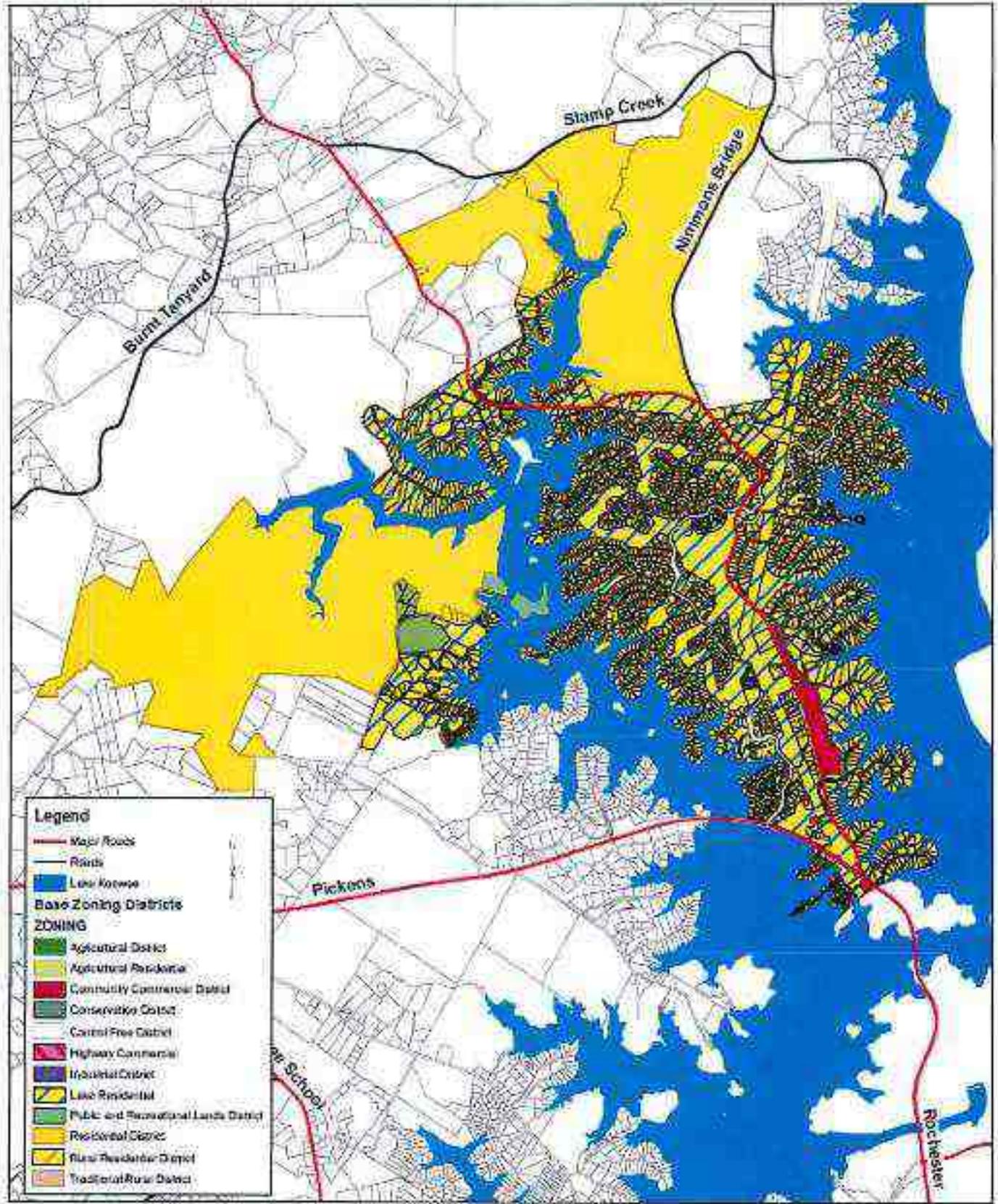
By: _____
Joel Thrift, Chairman, County Council
Oconee County, South Carolina

ATTEST:

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

First Reading: June 21, 2011
Second Reading: September 6, 2011
Public Hearing: November 1, 2011
Third Reading: November 15, 2011

APPENDIX A
Parcels Rezoned by Ordinance 2011-14



Appendix B

Parcels Rezoned into the Lake Residential District

098-01-01-001	098-01-01-048	099-00-04-003	099-01-01-100	099-02-01-017	099-02-02-009
098-01-01-002	098-01-01-049	099-00-04-005	099-01-01-101	099-02-01-018	099-02-02-010
098-01-01-003	098-01-01-050	099-00-04-006	099-01-01-102	099-02-01-019	099-02-03-001
098-01-01-004	098-01-01-051	099-00-04-007	099-01-01-103	099-02-01-020	099-02-03-002
098-01-01-005	098-01-01-052	099-00-04-009	099-01-01-104	099-02-01-021	099-02-03-003
098-01-01-006	098-01-01-053	099-00-04-010	099-01-01-105	099-02-01-022	099-02-03-004
098-01-01-007	098-01-01-054	099-00-04-011	099-01-01-106	099-02-01-023	099-02-03-005
098-01-01-008	098-01-01-055	099-00-04-012	099-01-01-107	099-02-01-024	099-02-03-006
098-01-01-009	098-01-01-056	099-00-04-013	099-01-01-108	099-02-01-025	099-02-03-007
098-01-01-010	098-01-01-057	099-01-01-058	099-01-01-109	099-02-01-026	099-02-03-008
098-01-01-011	098-01-01-058	099-01-01-059	099-01-01-110	099-02-01-027	099-02-03-010
098-01-01-012	098-01-01-059	099-01-01-060	099-01-01-111	099-02-01-028	099-02-03-012
098-01-01-013	098-01-01-060	099-01-01-062	099-01-01-112	099-02-01-029	099-02-03-013
098-01-01-014	098-01-01-061	099-01-01-063	099-01-01-113	099-02-01-030	099-02-03-014
098-01-01-015	098-01-01-062	099-01-01-064	099-01-01-114	099-02-01-031	099-02-03-015
098-01-01-016	099-00-01-002	099-01-01-065	099-01-01-115	099-02-01-032	099-02-03-016
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111-08-04-022	111-09-01-020	111-09-03-006	111-10-03-009	111-11-01-401	111-11-03-013
111-08-04-023	111-09-01-021	111-09-03-007	111-10-03-010	111-11-01-402	111-11-03-014
111-08-04-024	111-09-01-022	111-10-03-011	111-10-03-011	111-11-01-501	111-11-03-015

111-08-04-026	111-09-01-023	111-10-01-002	111-10-03-012	111-11-01-502	111-11-03-016
111-08-04-028	111-09-01-025	111-10-01-003	111-10-03-013	111-11-01-503	111-11-03-017
111-08-04-030	111-09-01-027	111-10-01-004	111-10-03-014	111-11-01-504	111-11-03-018
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111-11-04-102	111-12-02-015	111-13-01-017	111-14-01-030	111-14-01-082	111-15-01-031
111-11-04-103	111-12-02-016	111-13-01-018	111-14-01-031	111-14-01-083	111-15-01-032
111-11-04-104	111-12-02-017	111-13-01-019	111-14-01-032	111-14-01-084	111-15-01-033
111-11-04-105	111-12-02-018	111-13-01-020	111-14-01-033	111-14-01-085	111-15-01-034
111-11-04-106	111-12-02-020	111-13-01-021	111-14-01-034	111-14-01-086	111-15-01-035
111-11-04-107	111-12-02-021	111-13-01-022	111-14-01-035	111-14-01-087	111-15-01-036
111-11-04-108	111-12-02-022	111-13-01-023	111-14-01-036	111-14-01-089	111-15-01-037
111-11-04-109	111-12-02-023	111-13-01-024	111-14-01-037	111-14-01-090	111-15-01-038
111-11-04-110	111-12-02-024	111-13-01-025	111-14-01-038	111-14-01-091	111-15-01-039
111-12-01-001	111-12-03-001	111-13-01-026	111-14-01-039	111-14-01-092	111-15-01-041
111-12-01-002	111-12-03-002	111-13-01-027	111-14-01-040	111-14-01-093	111-15-01-042
111-12-01-003	111-12-03-003	111-13-01-028	111-14-01-042	111-14-01-094	111-15-01-043
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111-12-01-006	111-12-03-006	111-13-01-031	111-14-01-045	111-14-01-097	111-15-01-046
111-12-01-007	111-12-03-007	111-13-01-032	111-14-01-046	111-14-01-098	111-15-01-047
111-12-01-008	111-12-03-008	111-13-01-033	111-14-01-047	111-14-01-099	111-15-01-048
111-12-01-009	111-12-03-009	111-13-01-034	111-14-01-048	111-15-01-001	111-15-01-049
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111-12-01-020	111-12-03-020	111-14-01-011	111-14-01-061	111-15-01-012	111-15-01-060
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111-12-01-022	111-12-03-022	111-14-01-013	111-14-01-063	111-15-01-014	111-15-01-062
111-12-01-023	111-13-01-001	111-14-01-014	111-14-01-064	111-15-01-015	111-15-01-063
111-12-01-024	111-13-01-002	111-14-01-015	111-14-01-065	111-15-01-016	111-15-01-064
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111-12-02-005	111-13-01-008	111-14-01-021	111-14-01-072	111-15-01-022	111-15-01-070
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111-12-02-008	111-13-01-010	111-14-01-023	111-14-01-074	111-15-01-024	111-15-01-072
111-12-02-009	111-13-01-011	111-14-01-024	111-14-01-075	111-15-01-025	111-15-01-073
111-12-02-010	111-13-01-012	111-14-01-025	111-14-01-076	111-15-01-026	111-15-01-074

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124-00-01-008	124-01-01-032	124-02-01-004	124-03-01-011	124-03-03-009	124-04-01-006
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124-00-01-010	124-01-01-034	124-02-01-006	124-03-01-013	124-03-03-011	124-04-01-008
124-00-01-011	124-01-01-035	124-02-01-007	124-03-01-014	124-03-03-012	124-04-01-009
124-00-01-012	124-01-01-037	124-02-01-008	124-03-01-015	124-03-03-013	124-04-01-010
124-00-01-013	124-01-01-038	124-02-01-009	124-03-01-016	124-03-03-014	124-04-01-011
124-00-01-014	124-01-01-039	124-02-01-010	124-03-01-017	124-03-03-015	124-04-01-012
124-00-01-015	124-01-01-040	124-02-01-011	124-03-01-018	124-03-03-016	124-04-01-013
124-00-01-016	124-01-01-041	124-02-01-012	124-03-01-019	124-03-03-017	124-04-01-014
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124-00-01-022	124-01-01-047	124-02-01-018	124-03-01-025	124-03-03-023	124-04-01-020
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124-01-01-005	124-01-02-003	124-02-01-026	124-03-02-007	124-03-03-031	124-04-01-029
124-01-01-006	124-01-02-004	124-02-01-027	124-03-02-008	124-03-03-032	124-04-01-030
124-01-01-007	124-01-02-005	124-02-01-028	124-03-02-009	124-03-03-033	124-04-01-031
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124-01-01-009	124-01-02-007	124-02-01-030	124-03-02-011	124-03-03-035	124-04-01-033
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124-01-01-012	124-01-02-009	124-02-01-032	124-03-02-013	124-03-03-037	124-04-01-035
124-01-01-013	124-01-02-010	124-02-01-033	124-03-02-014	124-03-03-038	124-04-01-036
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124-01-01-016	124-01-02-012	124-02-02-001	124-03-02-017	124-03-03-040	124-04-01-038
124-01-01-017	124-01-02-013	124-02-02-002	124-03-02-018	124-03-03-041	124-04-01-039
124-01-01-018	124-01-02-014	124-02-02-003	124-03-02-019	124-03-03-042	124-04-01-040
124-01-01-019	124-01-02-015	124-02-02-004	124-03-02-020	124-03-03-043	124-04-01-041
124-01-01-020	124-01-02-016	124-02-02-005	124-03-02-021	124-03-03-044	124-04-01-042
124-01-01-021	124-01-02-017	124-02-02-006	124-03-02-022	124-03-03-045	124-04-01-043
124-01-01-022	124-01-02-018	124-03-01-001	124-03-02-023	124-03-03-046	124-04-01-044
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124-01-01-024	124-01-02-020	124-03-01-003	124-03-03-001	124-03-03-048	124-04-01-046
124-01-01-025	124-01-02-021	124-03-01-004	124-03-03-002	124-03-03-050	124-04-01-047
124-01-01-026	124-01-02-022	124-03-01-005	124-03-03-003	124-03-03-051	124-04-01-048

124-04-03-003	124-05-02-019	124-05-04-022	124-07-01-028	124-08-01-020	124-08-01-067
124-04-03-004	124-05-02-020	124-05-04-023	124-07-01-029	124-08-01-021	
124-04-03-005	124-05-03-002	124-05-04-024	124-07-01-030	124-08-01-022	

Ref: Mathis Request

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: November 15, 2011
COUNCIL MEETING TIME: 6:00 PM**

ITEM TITLE OR DESCRIPTION:

Second Reading of Ordinance 2011-19: "AN ORDINANCE TO AMEND THE OCONEE COUNTY ZONING ENABLING ORDINANCE, ORDINANCE 2007-18, IN CERTAIN LIMITED REGARDS AND PARTICULARS, ONLY, AS TO REZONE A SERIES OF PARCELS SPECIFIED HEREIN, AND TO RATIFY AND AFFIRM ALL OTHER PROVISIONS OF ORDINANCE 2007-18 NOT AMENDED OR MODIFIED HEREBY; AND OTHER MATTERS RELATING THERETO"

BACKGROUND OR HISTORY:

Council took first reading in caption only on September 6, 2011 and sent the issue to the Planning Commission for review. The Commission heard the matter at their regularly scheduled meeting on October 17, 2011. After receiving public comment and staff's presentation; the Commission voted to recommend all parcels be zoned into the Traditional Rural District.

SPECIAL CONSIDERATIONS OR CONCERNS:

None

COMPLETE THIS PORTION FOR ALL PROCUREMENT REQUESTS:

Does this request follow Procurement Ordinance #2001-15 guidelines? Yes / No [review #2001-15 on Procurement's website]
If no, explain briefly: N/A

STAFF RECOMMENDATION:

Take Second Reading of Ordinance 2011-19, and schedule the required public hearing.

FINANCIAL IMPACT:

None Anticipated

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: Yes / No
If yes, who is matching and how much: N/A

ATTACHMENTS

Copy of Ordinance 2011-19, written to reflect the Planning Commission's recommendation.
The Planning Commission minutes pertaining specifically to Ordinance 2011-19, and a copy of staff's presentation to the Commission.

Reviewed By/ Initials:

_____ County Attorney _____ Finance _____ Grants _____ Procurement

Submitted or Prepared By:

Approved for Submittal to Council:



Department Head/Elected Official

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.*

Ref: Mathis Request

Planning Commission October 17, 2011 Meeting Minutes

Item 4: Discussion and/or Consideration of Ordinance 2011-19, referenced as Mathis Request

No public comment.

Mr. Green reviewed the staff presentation with the Commission.

Mr. Abbott made a motion to send the ordinance forward to County Council. Mr. Moore seconded the motion.

Discussion followed. The motion passed unanimously.

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

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

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE NO. 2011-19**

AN ORDINANCE TO AMEND THE OCONEE COUNTY ZONING ENABLING ORDINANCE, ORDINANCE 2007-19, IN CERTAIN LIMITED REGARDS AND PARTICULARS, ONLY, AS TO REZONE A SERIES OF PARCELS SPECIFIED HEREIN, AND TO RATIFY AND AFFIRM ALL OTHER PROVISIONS OF ORDINANCE 2007-18 NOT AMENDED OR MODIFIED HEREBY; AND OTHER MATTERS RELATING THERETO

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

WHEREAS, Oconee County Council has heretofore, by and through its Zoning Enabling Ordinance, 2007-18, finally adopted on November 6, 2008 (the "Zoning Enabling Ordinance", or "ZEO"), codified at Chapter 38 of the Oconee Code of Ordinances (the "Oconee County Code"), adopted such zoning regulations and districts in accordance with and consistent with the Oconee County comprehensive land use plan; and,

WHEREAS, subsequent to the adoption of the Zoning Enabling Ordinance, a request for rezoning a series of parcels pursuant to provisions established in the Ordinance was duly presented to County Council; and,

WHEREAS, in accordance with the Act and the Zoning Enabling Ordinance, Oconee County Council has referred such matters to the Oconee County Planning Commission for their review, particularly regarding the proposed amendment's compliance with the Oconee County Comprehensive Plan. The Oconee County Planning Commission has, in fact, reviewed the rezoning request, and recommendations of the Oconee County Planning staff, and by at least a majority vote affirmed its opinion that the proposed changes are in compliance with the Comprehensive Plan, and has made certain recommendations concerning adoption of the changes by County Council. The Oconee County Council has considered the recommendation of the Oconee County Planning Commission, and the Oconee County Planning Department, held a public hearing, duly noticed and advertised, as required by law, to receive the comments of the public, finds that such comments and recommendations are correct and necessary, and desires to amend the Zoning Enabling Ordinance, as codified at Chapter 38 of the Oconee County Code of Ordinances, in certain limited particulars only, based on the review, comments, and recommendations of the Oconee County Planning Commission, the Oconee County Planning staff, and the public, and to otherwise ratify and reaffirm the Zoning Enabling Ordinance and other provisions of Chapter 38 of the Oconee County Code of Ordinances not specifically or by implication amended hereby.

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

1. Chapter 38 of the Oconee County Code of Ordinances is hereby amended, as follows, and in the following details, only:

A. The following parcels, listed below, previously zoned in the Control-Free District (CFD), and duly identified on the Official Zoning Map to be in the Control-Free District, are hereby rezoned, and shall be in the Traditional Rural District (TRD), and shown as such on the Official Zoning Map in the manner depicted in Appendix A of this Ordinance. Each parcel, and associated uses and activities conducted thereupon, shall be subject to all standards, limitations, and requirements established for the Traditional Rural District in Chapter 38 of the Code.

Parcel (Tax Identification Number)

193-00-02-008
193-00-02-009
193-00-04-002
193-00-04-004
208-00-01-002

2. All other parts and provisions of the Oconee County Code of Ordinances not amended hereby, either explicitly or by implication, remain in full force and effect. The Zoning Enabling Ordinance, Ordinance 2007-18, and Chapter 38 of the Oconee County Code of Ordinances as amended hereby, are hereby ratified and affirmed, *ab initio*.
3. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the rest and remainder of this Ordinance, all of which is hereby deemed separable.
4. All ordinances, orders, resolutions, and actions of Oconee County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.
5. This Ordinance shall take effect and be in full force and effect from and after third reading and enactment by Oconee County Council.

ORDAINED in meeting, duly assembled, this ____ day of _____, 2011.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Joel Thrift, Chairman, County Council
Oconee County, South Carolina

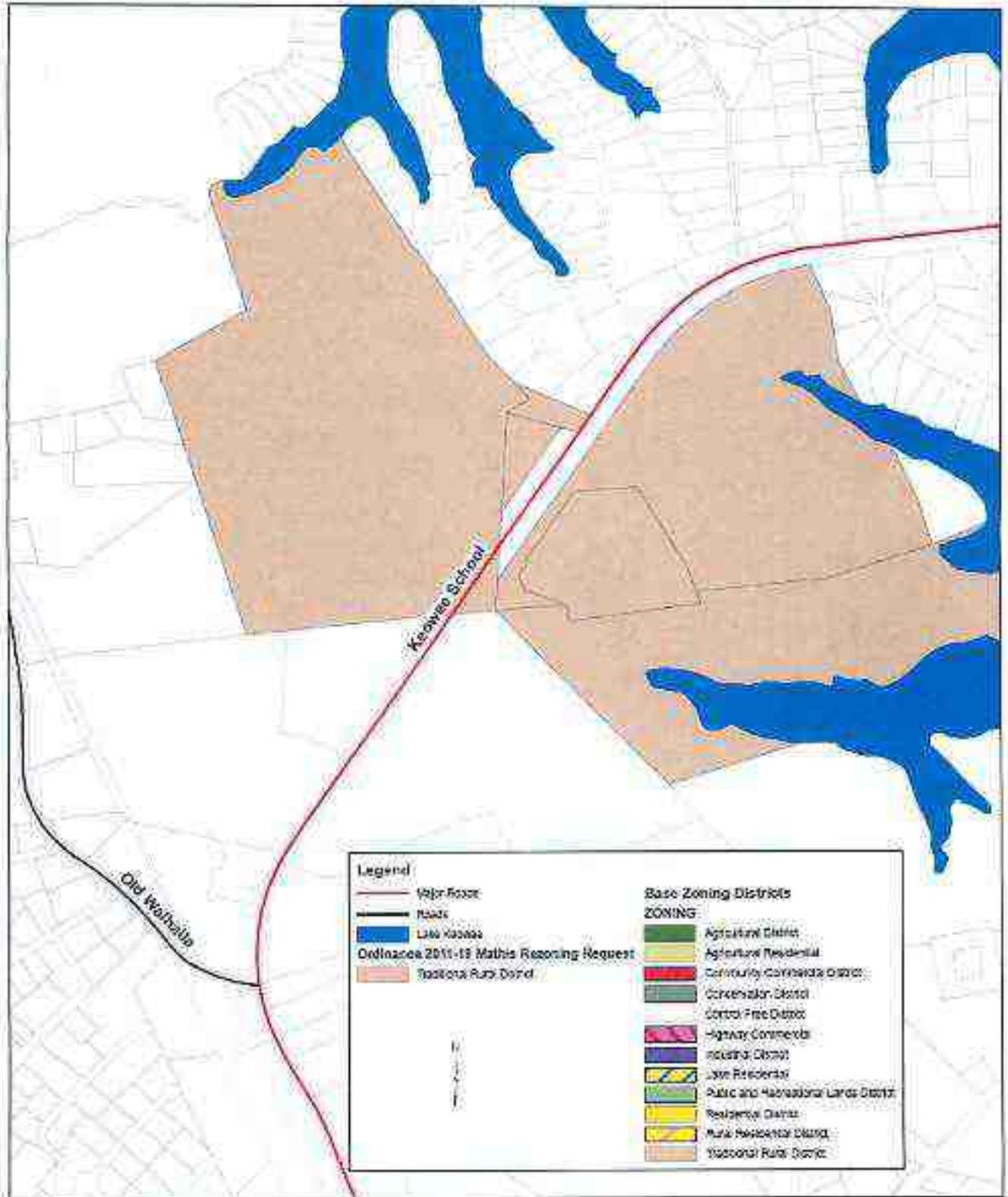
ATTEST:

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

First Reading: September 6, 2011
Second Reading: November 15, 2011
Public Hearing:
Third Reading:

APPENDIX A

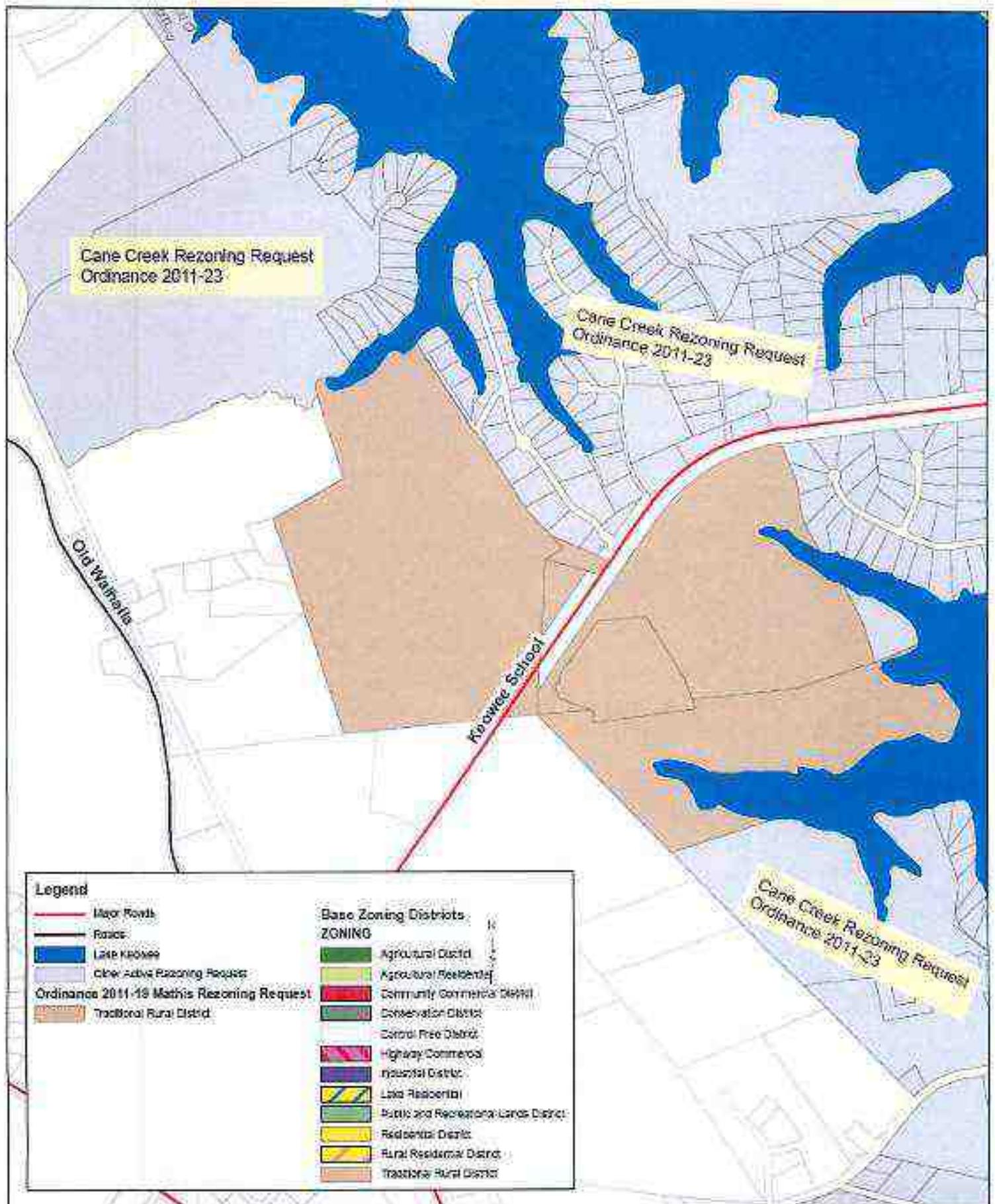
Parcels Rezoned by Ordinance 2011-19



Ordinance 2011-19

Mathis Request

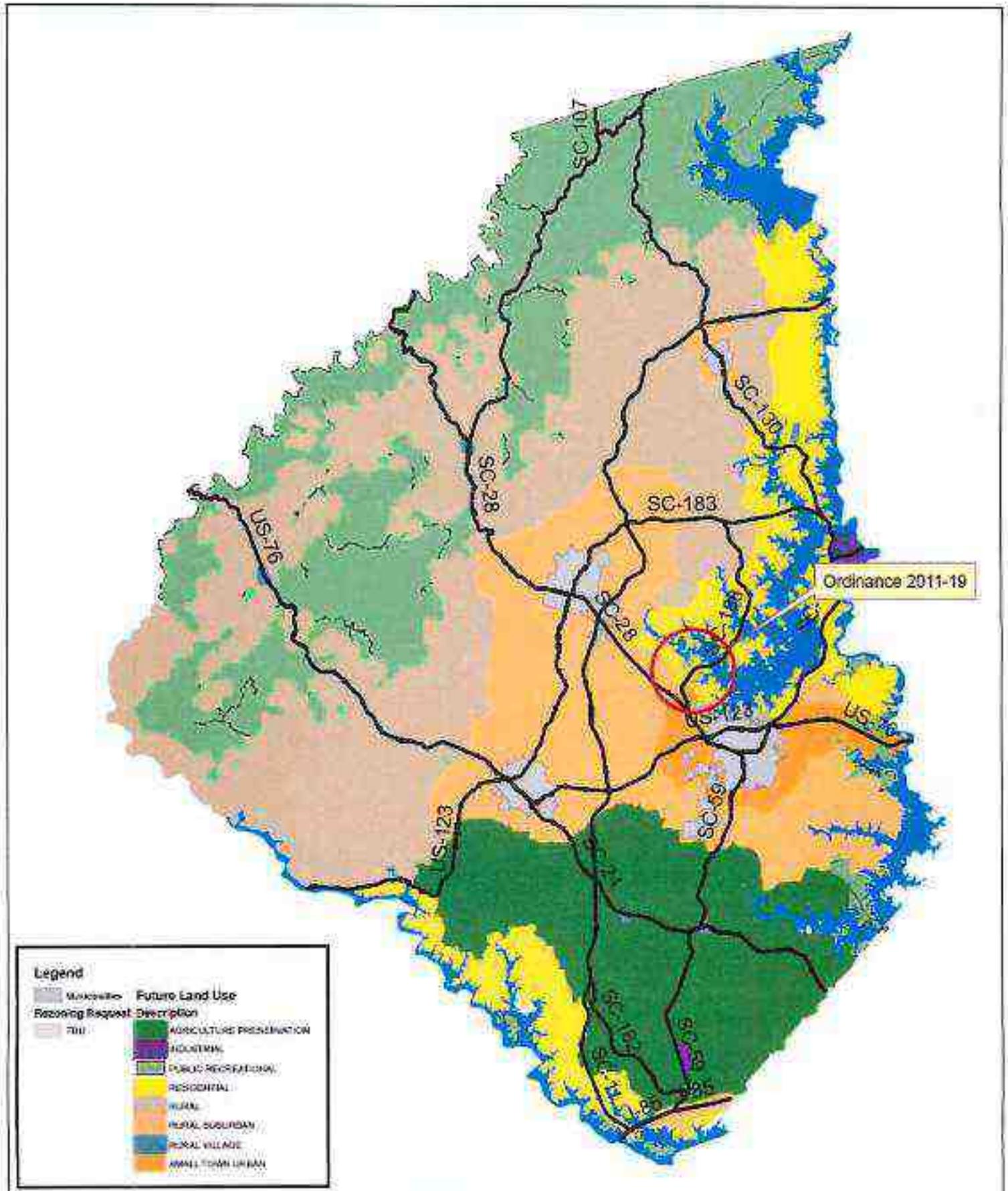
Map as Petitioned



Public Input Received to Date

- Cane Creek petitioner's had requested these parcels as residential
- We received written comments which were given to the Commission

Location on Future Land Use Map



Future Land Use Area: Residential

Compatible Zoning Districts

- **Traditional Rural (being requested)**
- Rural Residential
- Conservation
- Residential
- Lake Residential
- Agricultural Residential
- Community Commercial

Council adopted zoning in FLUM areas:

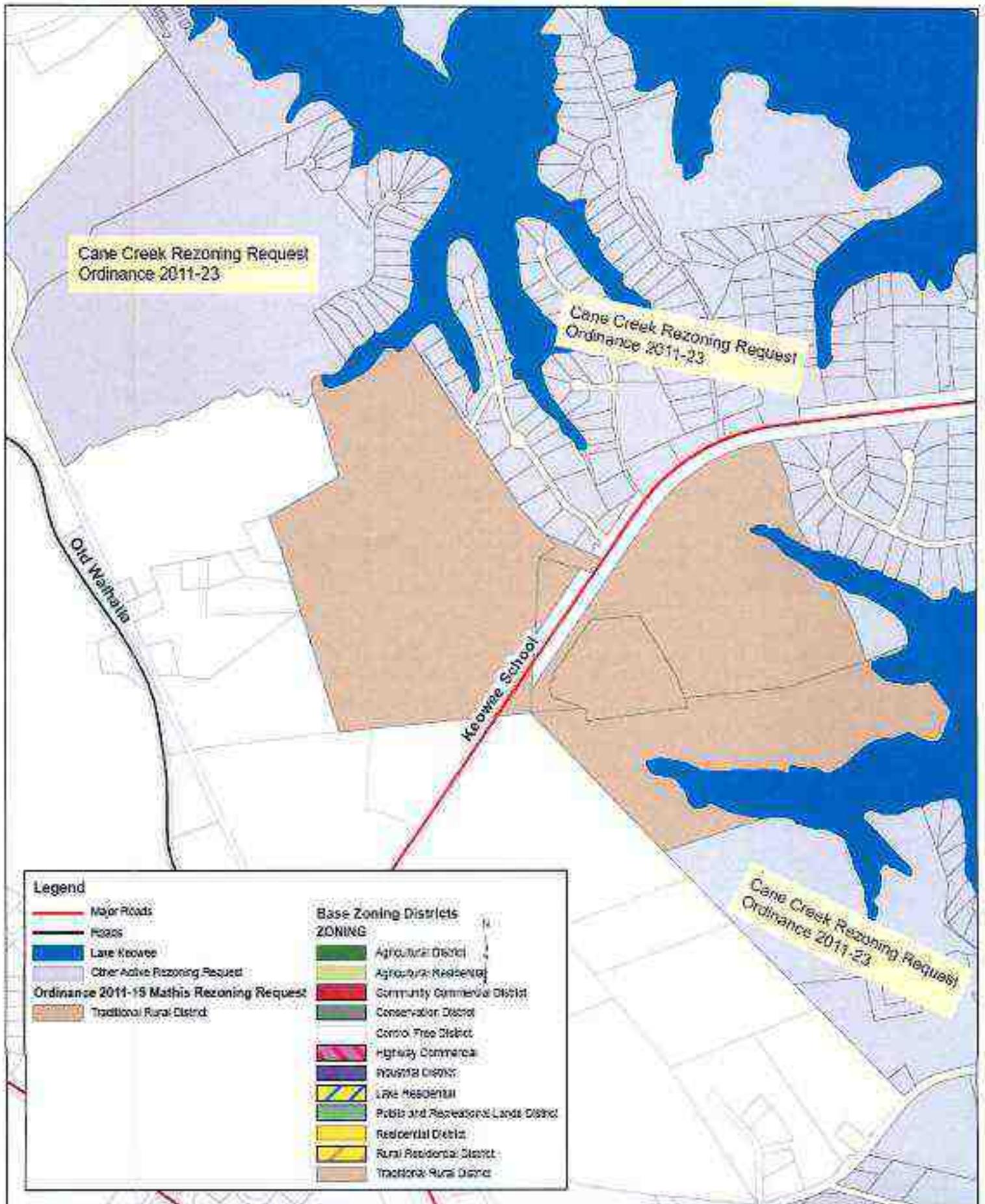
Future Land Use Residential Area:

- Residential District
- Lake Residential District
- **Traditional Rural District (being requested)**
- Agricultural Residential District

Staff Recommendation

- This rezoning request is located in the residential area on the FLUM;
- The district requested reasonably complies with the Comprehensive Plan and what Council has previously adopted in those areas;
- The Commission should consider all public input received to date;
- Staff recommends that the ordinance be sent to Council as petitioned
- With the consensus of the Commission staff will develop other alternatives for consideration.

Map as Petitioned



Ref: Willow Lane Rezoning Request

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

COUNCIL MEETING DATE: November 15, 2011
COUNCIL MEETING TIME: 6:00 PM

ITEM TITLE OR DESCRIPTION:

2nd Reading of Ordinance 2011-24: "AN ORDINANCE TO AMEND THE OCONEE COUNTY ZONING ENABLING ORDINANCE, ORDINANCE 2007-18, IN CERTAIN LIMITED REGARDS AND PARTICULARS, ONLY, AS TO REZONE A SERIES OF PARCELS SPECIFIED HEREIN, AND TO RATIFY AND AFFIRM ALL OTHER PROVISIONS OF ORDINANCE 2007-18 NOT AMENDED OR MODIFIED HEREBY; AND OTHER MATTERS RELATING THERETO"

BACKGROUND OR HISTORY:

Council took first reading in caption only on September 6, 2011 and sent the issue to the Planning Commission for review. The Commission heard the matter at their regularly scheduled meeting on October 17, 2011. After receiving public comment and staff's presentation; the Commission voted to recommend four parcels to be zoned into the Traditional Rural District and thirteen parcels to be zoned into the Agricultural District.

SPECIAL CONSIDERATIONS OR CONCERNS:

None

COMPLETE THIS PORTION FOR ALL PROCUREMENT REQUESTS:

Does this request follow Procurement Ordinance #2001-15 guidelines? Yes / No [review #2001-15 on Procurement's website]

If no, explain briefly: N/A

STAFF RECOMMENDATION:

Take second reading and schedule the required public hearing.

FINANCIAL IMPACT:

None Anticipated

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: Yes / No

If yes, who is matching and how much: N/A

ATTACHMENTS

Copy of Ordinance 2011-24 written to reflect the Planning Commission's recommendation;
The Planning Commission minutes pertaining specifically to Ordinance 2011-19, and a copy of staff's presentation to the Commission

Reviewed By/ Initials:

_____ County Attorney

_____ Finance

_____ Grants

_____ Procurement

Submitted or Prepared By:

Heaven J. Cobble

_____ Department Head/Elected Official

Approved for Submittal to Council:

_____ 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.

Ref: Willow Lane Rezoning Request

Planning Commission Meeting Minutes from 10-17-2011

Item 6: Discussion and/or Consideration of Ordinance 2011-24, referenced as Willow Lane Request

No Public Comment.

Mr. Green reviewed the staff presentation with the Commission.

Discussion followed.

Ms. Heller made a motion to approve the request with the public input. Mr. Honea seconded the motion.

The motion passed unanimously.

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

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

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE NO. 2011-24**

AN ORDINANCE TO AMEND THE OCONEE COUNTY ZONING ENABLING ORDINANCE, ORDINANCE 2007-18, IN CERTAIN LIMITED REGARDS AND PARTICULARS, ONLY, AS TO REZONE A SERIES OF PARCELS SPECIFIED HEREIN, AND TO RATIFY AND AFFIRM ALL OTHER PROVISIONS OF ORDINANCE 2007-18 NOT AMENDED OR MODIFIED HEREBY; AND OTHER MATTERS RELATING THERETO

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

WHEREAS, Oconee County Council has heretofore, by and through its Zoning Enabling Ordinance, 2007-18, finally adopted on November 6, 2008 (the “Zoning Enabling Ordinance”, or “ZEO”), codified at Chapter 38 of the Oconee Code of Ordinances (the “Oconee County Code”), adopted such zoning regulations and districts in accordance with and consistent with the Oconee County comprehensive land use plan; and,

WHEREAS, subsequent to the adoption of the Zoning Enabling Ordinance, a request for rezoning a series of parcels pursuant to provisions established in the Ordinance was duly presented to County Council; and,

WHEREAS, in accordance with the Act and the Zoning Enabling Ordinance, Oconee County Council has referred such matters to the Oconee County Planning Commission for their review, particularly regarding the proposed amendment’s compliance with the Oconee County Comprehensive Plan. The Oconee County Planning Commission has, in fact, reviewed the rezoning request, and recommendations of the Oconee County Planning staff, and by at least a majority vote affirmed its opinion that the proposed changes are in compliance with the Comprehensive Plan, and has made certain recommendations concerning adoption of the changes by County Council. The Oconee County Council has considered the recommendation of the Oconee County Planning Commission, and the Oconee County Planning Department, held a public hearing, duly noticed and advertised, as required by law, to receive the comments of the public, finds that such comments and recommendations are correct and necessary, and desires to amend the Zoning Enabling Ordinance, as codified at Chapter 38 of the Oconee County Code of Ordinances, in certain limited particulars only, based on the review, comments, and recommendations of the Oconee County Planning Commission, the Oconee County Planning staff, and the public, and to otherwise ratify and reaffirm the Zoning Enabling Ordinance and other provisions of Chapter 38 of the Oconee County Code of Ordinances not specifically or by implication amended hereby.

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

1. Chapter 38 of the Oconee County Code of Ordinances is hereby amended, as follows, and in the following details, only:

A. The following parcels, listed below, previously zoned in the Control-Free District (CFD), and duly identified on the Official Zoning Map to be in the Control-Free District, are hereby rezoned, and shall be in the Traditional Rural District (TRD), and shown as such on the Official Zoning Map in the manner depicted in Appendix A of this Ordinance. Each parcel, and associated uses and activities conducted thereupon, shall be subject to all standards, limitations, and requirements established for the Traditional Rural District in Chapter 38 of the Code.

Parcel (Tax Identification Number)

132-00-02-003
123-00-02-049
132-00-02-050
132-00-02-060

B. The following parcels, listed below, previously zoned in the Control-Free District (CFD), and duly identified on the Official Zoning Map to be in the Control-Free District, are hereby rezoned, and shall be in the Agricultural District (AD), and shown as such on the Official Zoning Map in the manner depicted in Appendix A of this Ordinance. Each parcel, and associated uses and activities conducted thereupon, shall be subject to all standards, limitations, and requirements established for the Agricultural District in Chapter 38 of the Code.

Parcel (Tax Identification Number)

132-00-02-005	132-00-02-020	132-00-02-055
132-00-02-009	132-00-02-021	132-00-02-057
132-00-02-010	132-00-02-022	132-00-02-059
132-00-02-016	132-00-02-046	
132-00-02-019	132-00-02-048	

2. All other parts and provisions of the Oconee County Code of Ordinances not amended hereby, either explicitly or by implication, remain in full force and effect. The Zoning Enabling Ordinance, Ordinance 2007-18, and Chapter 38 of the Oconee County Code of Ordinances as amended hereby, are hereby ratified and affirmed, *ab initio*.
3. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the rest and remainder of this Ordinance, all of which is hereby deemed separable.
4. All ordinances, orders, resolutions, and actions of Oconee County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.
5. This Ordinance shall take effect and be in full force and effect from and after third reading and enactment by Oconee County Council.

ORDAINED in meeting, duly assembled, this ____ day of _____, 2011.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Joel Thrift, Chairman, County Council
Oconee County, South Carolina

ATTEST:

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

First Reading: September 6, 2011
Second Reading: November 15, 2011
Public Hearing:
Third Reading:

APPENDIX A

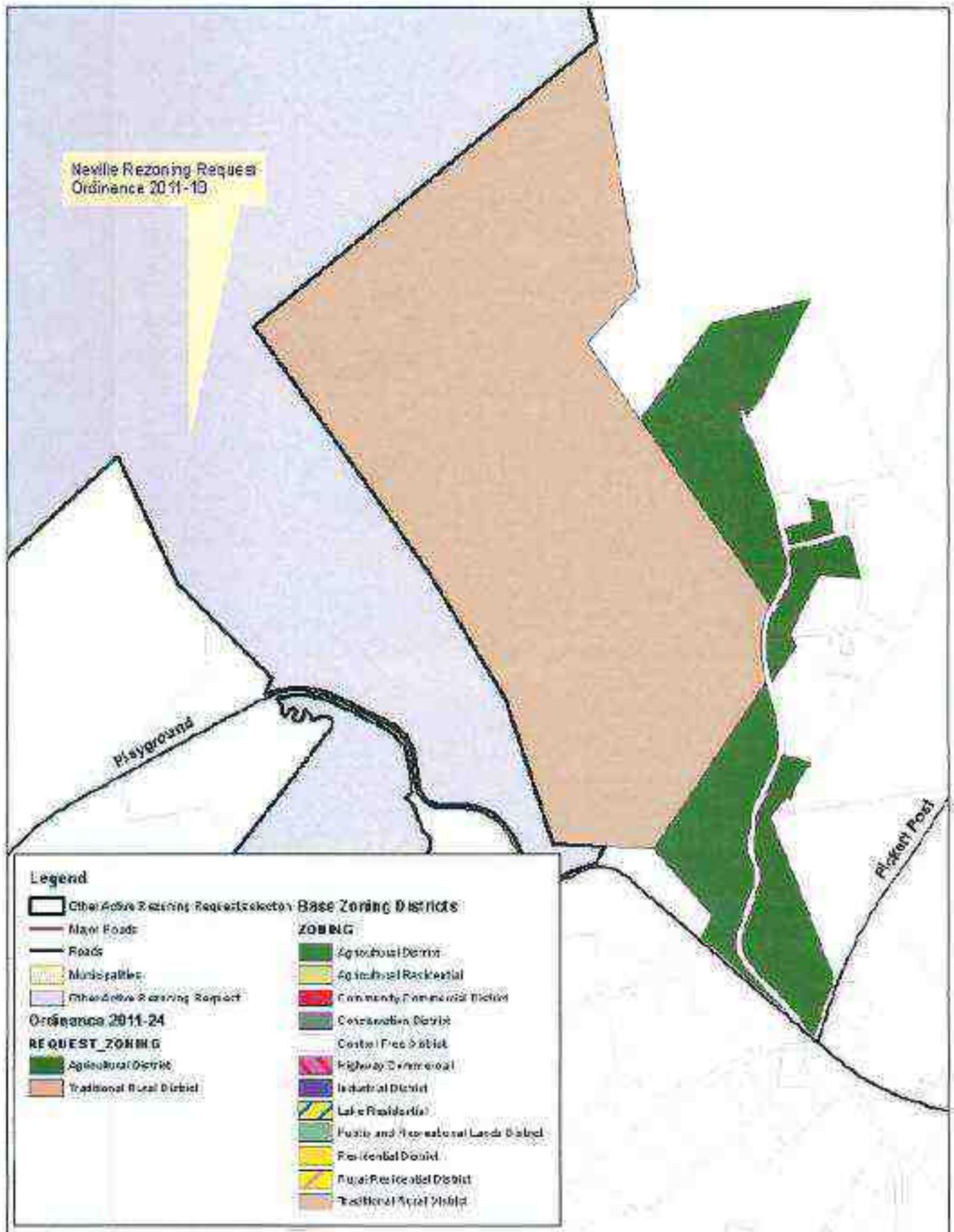
Parcels Rezoned by Ordinance 2011-24



Ordinance 2011-24

Willow Lane

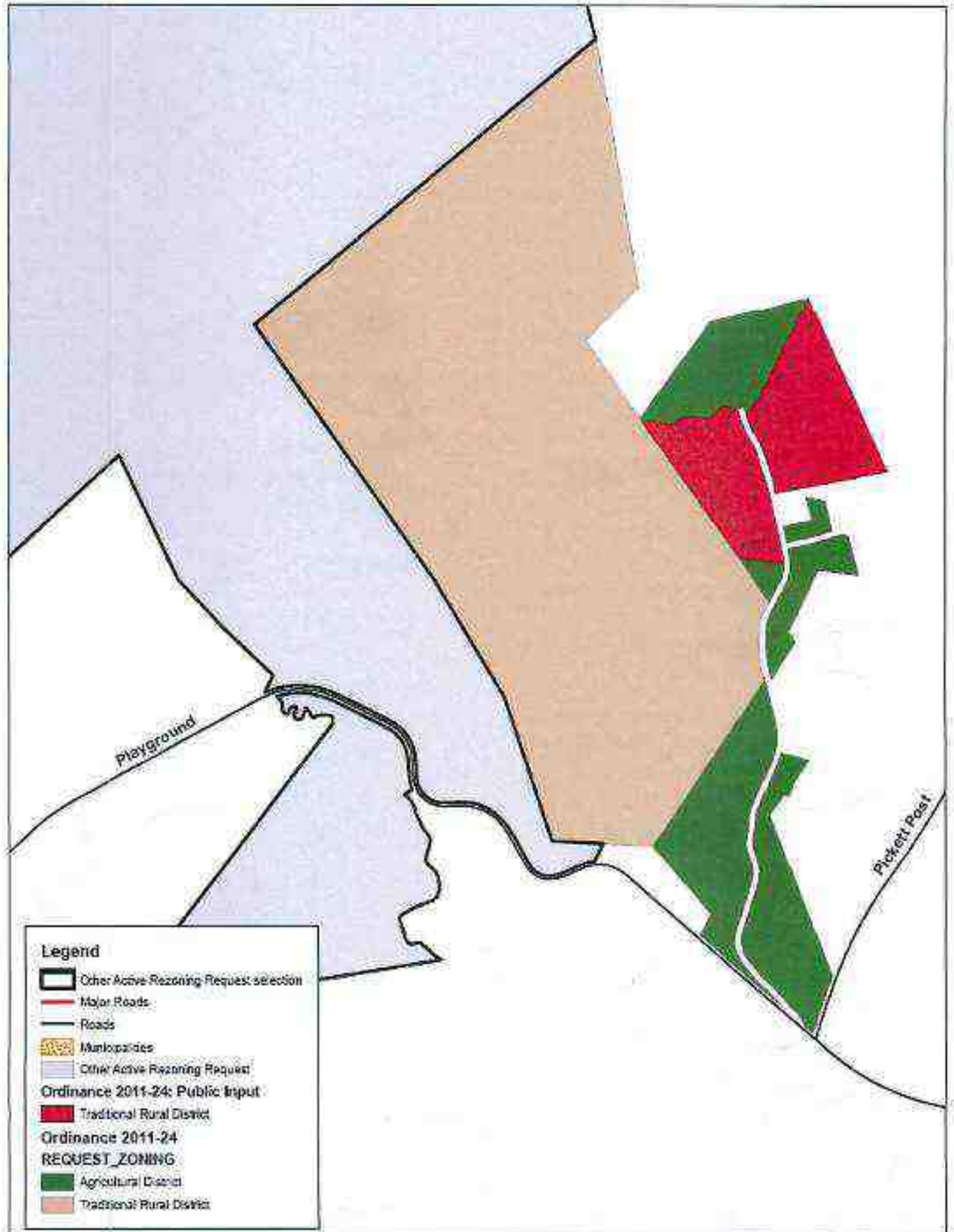
Map as Petitioned



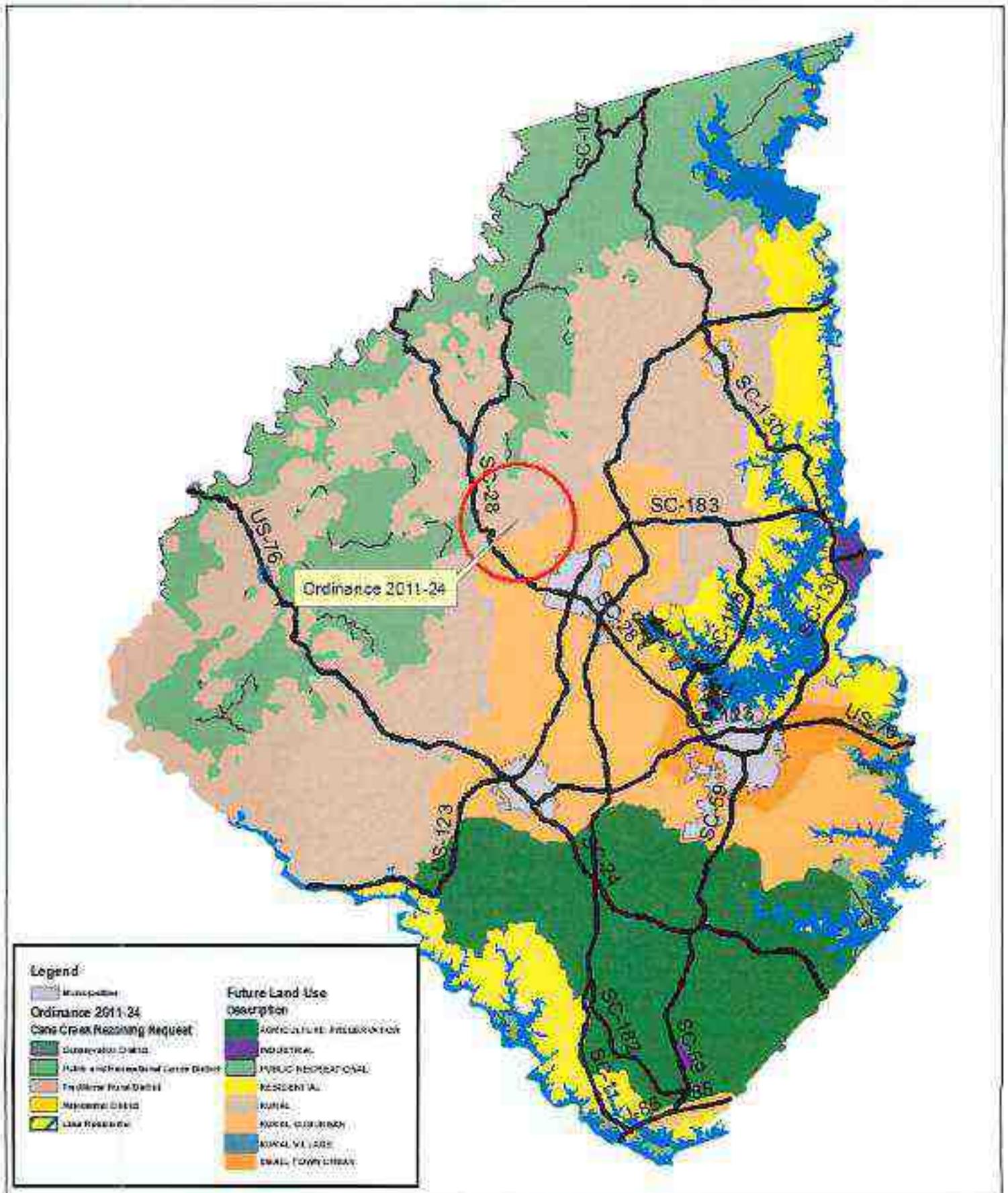
Public Input Received to Date

- One property owner has requested their property be zoned as Traditional Rural

Map of Public Input



Location on Future Land Use Map



Future Land Use Area: Rural

Compatible Zoning Districts

- **Traditional Rural (being requested)**
- Rural Residential
- Conservation
- Agriculture District (**being requested**)
- Agricultural Residential
- Community Commercial

Council adopted zoning in FLUM areas:

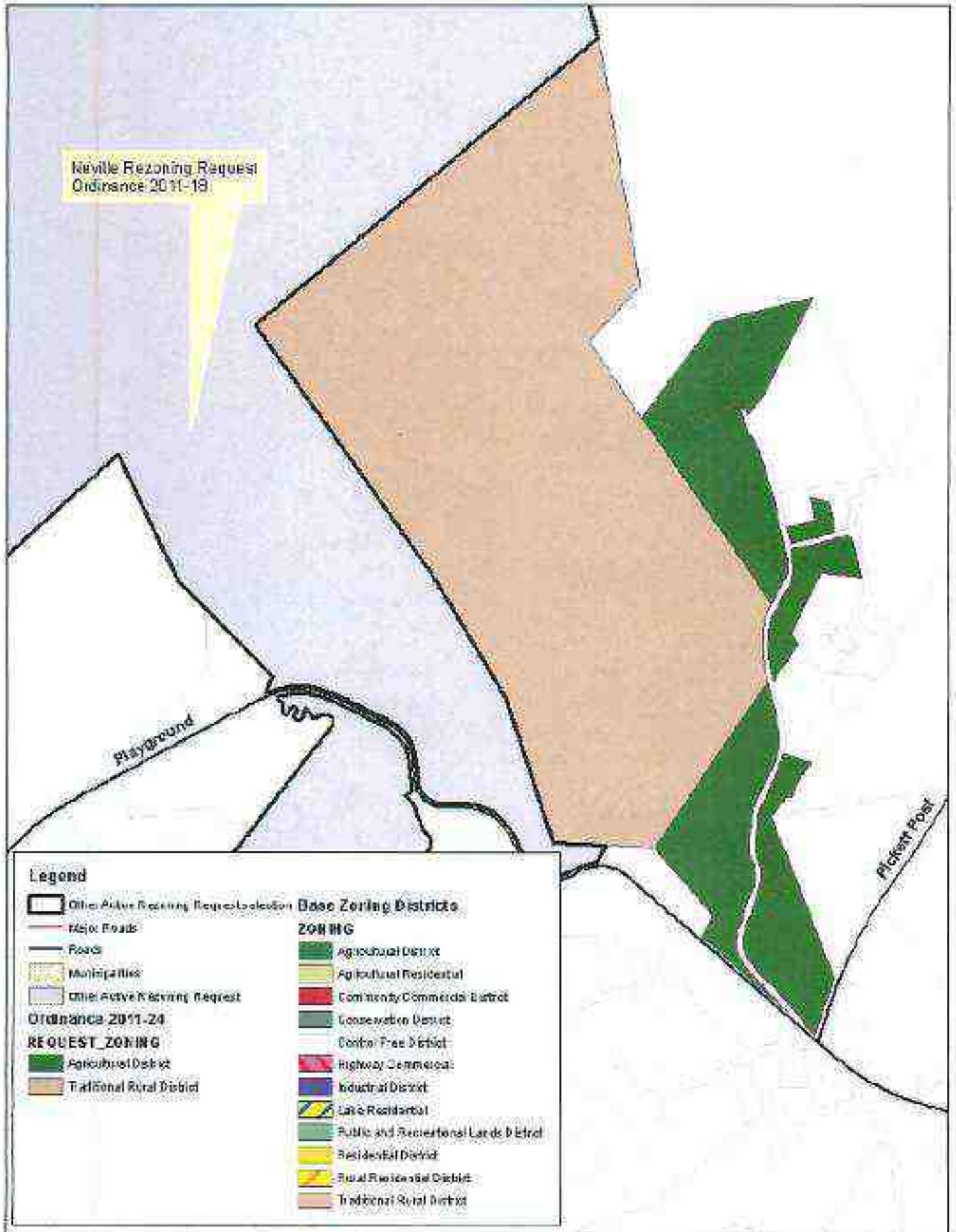
Future Land Use Rural Area:

- Traditional Rural District (**being requested for some parcels**)

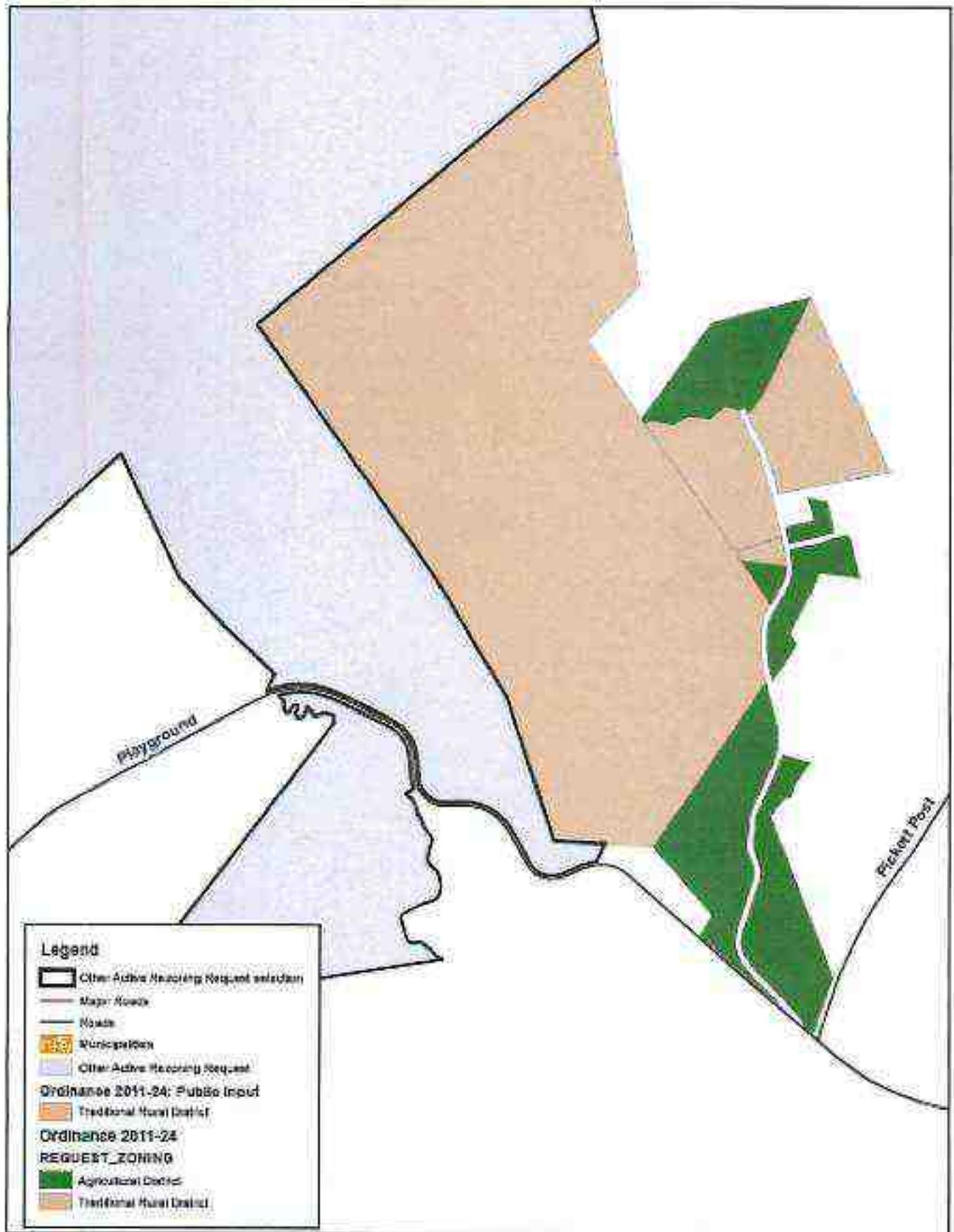
Staff Recommendation

- This rezoning request is located in the rural area on the FLUM;
- The district requested reasonably complies with the Comprehensive Plan and the TRD District complies with what Council has previously adopted in those areas;
- The Commission should consider all public input received to date;
- With the consensus of the Commission staff will develop other alternatives for consideration.

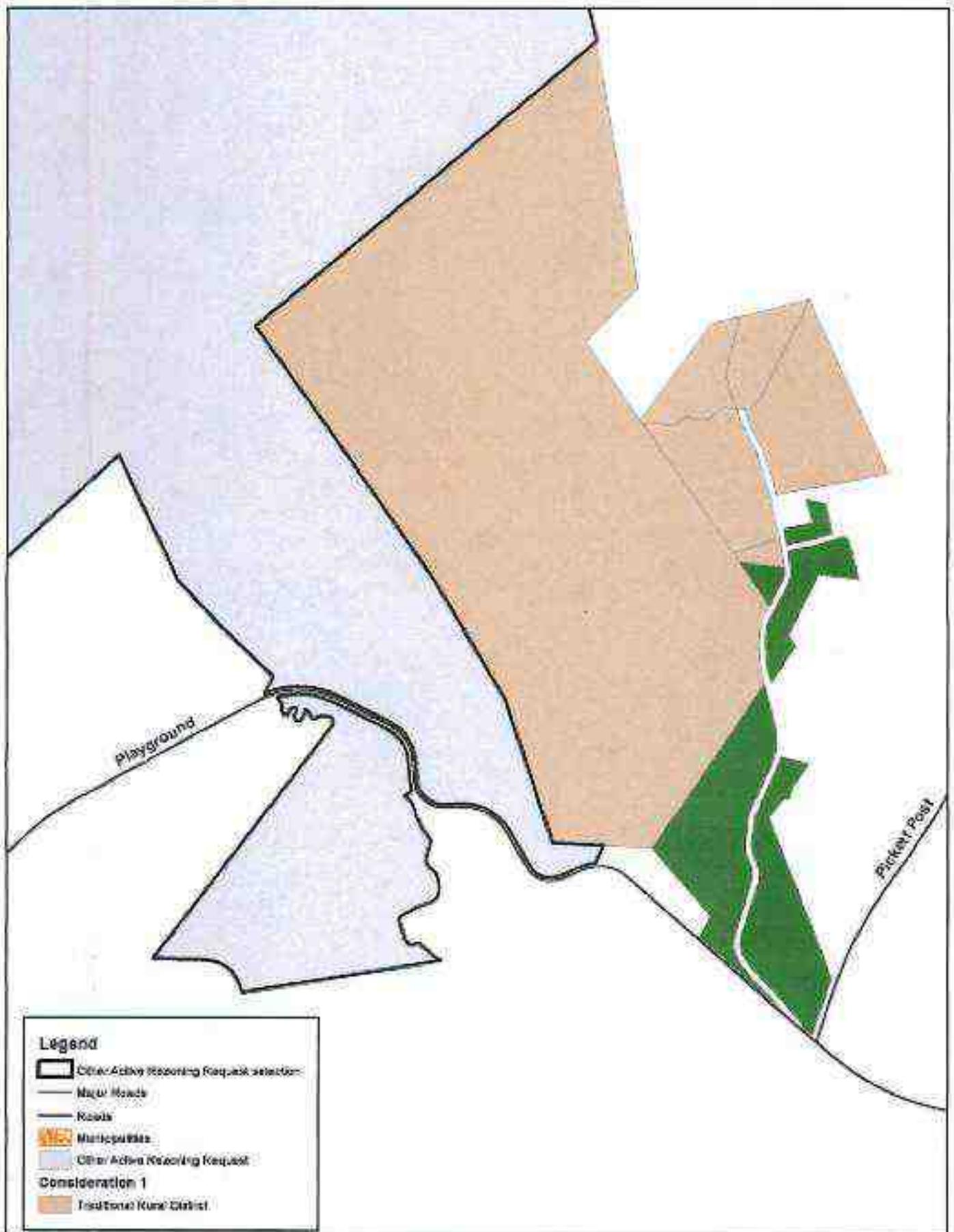
Map as Petitioned



Consideration of Input



Consideration 1



**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE NO. 2011-30**

AN ORDINANCE AUTHORIZING THE TRANSFER OF CERTAIN OCONEE COUNTY REAL PROPERTY; AUTHORIZING THE EXECUTION AND DELIVERY OF A PURCHASE AND SALE AGREEMENT, LIMITED WARRANTY DEED, AND OTHER DOCUMENTS RELATED TO THE TRANSFER OF THE 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 that certain piece, parcel or tract of land situate in Oconee County ("County Property"), consisting of approximately 2.05 acres, and being more fully shown and designated on survey of Souther Land Surveying entitled NEW HORIZON ELECTRIC COOPERATIVE, INC. dated September 13, 2011 ("Survey"), a copy of which is attached hereto as Exhibit A; and

WHEREAS, the County has previously conveyed that certain piece, parcel or lot of land lying and being situate in the County ("New Horizon Property"), consisting of approximately 6.21 acres, to New Horizon Electric Cooperative, Inc. ("New Horizon") by execution and delivery of that certain limited warranty deed of the County dated July 22, 2011 and recorded on August 1, 2011 in the office of the Register of Deeds for the County in Deed Book 1848 at Page 190; and

WHEREAS, in consideration of the County's grant of the New Horizon Property to New Horizon, New Horizon agreed, pursuant to a Purchase and Sale Agreement entered into by and between the County as seller and New Horizon as buyer ("Prior Purchase Agreement"), a copy of which Prior Purchase Agreement is attached as Exhibit B hereto, to construct an electric substation ("Substation") on the New Horizon Property; and

WHEREAS, New Horizon has indicated that it is necessary or desirable for it to also own the County Property, which is adjacent to the New Horizon Property, for the construction and operation of the Substation or for access thereto; and

WHEREAS, New Horizon wishes to acquire from the County, and the County wishes to convey to New Horizon, the County Property in consideration of New Horizon's construction thereon or on the New Horizon Property of the Substation (such acquisition and conveyance, the "Transfer"), subject to the terms and provisions of a Purchase and Sale Agreement ("New Purchase Agreement") now before the Oconee County Council ("Council"), a copy of which New Purchase Agreement is attached as Exhibit C hereto; and

WHEREAS, Section 4-9-30(2) of the Code of Laws of South Carolina, 1976, as amended, (the "Code") 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 Transfer, subject to and in conformity with the provisions of the New Purchase Agreement.

2. The Administrator of the County ("Administrator") shall be, and hereby is, authorized to execute and deliver the New Purchase Agreement on behalf of the County in substantially the form attached as Exhibit C hereto, 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 New Purchase Agreement; provided, however, that the New Purchase Agreement must contain a provision requiring New Horizon to meet its obligation to construct the Substation on the New Horizon Property in accordance with its terms and the terms of the Prior Purchase Agreement.

3. The Administrator shall be, and hereby is, authorized to execute and deliver on behalf of the County a limited warranty deed conveying title to the County Property to New Horizon in accordance with the provisions of the New Purchase Agreement in a form and substance acceptable to the Administrator, on advice of legal counsel to the County.

4. 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 Transfer in a form and substance acceptable to the Administrator, on advice of legal counsel to the County.

5. 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.

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

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

ORDAINED in meeting, duly assembled, this _____ day of _____, 2011.

ATTEST:

Elizabeth Hulse,
Clerk to Oconee County Council

Joel Thrift,
Chairman, Oconee County Council

First Reading: November 1, 2011
Second Reading: November 15, 2011
Third Reading: _____
Public Hearing: _____

Exhibit A

Survey of County Property

[see attached]

Exhibit B

Prior Purchase Agreement

[see attached]

Exhibit B

Exhibit C

New Purchase Agreement

[see attached]

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

THIS AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY, made and entered into as of this _____ day of _____, 2011 (“Effective Date”), by and between **OCONEE COUNTY, SOUTH CAROLINA**, a body corporate and politic existing under the laws of the State of South Carolina (“Seller”), and **NEW HORIZON ELECTRIC COOPERATIVE, INC.** a South Carolina Nonprofit Corporation (“Purchaser”).

RECITALS

A. Seller has previously conveyed to Purchaser that certain piece, parcel or tract of land located in Oconee County, South Carolina consisting of approximately 6.21 acres and being more fully described on Exhibit A attached hereto and incorporated herein by reference (“Prior Property”) pursuant to that certain Agreement for the Purchase And Sale of Real Property entered into by and between Purchaser and Seller (“Prior Agreement”), a copy of which Prior Agreement is attached as Exhibit B hereto.

B. Purchaser desires to purchase and Seller desires to Sell that certain piece, parcel or tract of land located in Oconee County, South Carolina consisting of approximately 2.05 acres and being more fully described on Exhibit C attached hereto and incorporated herein by reference (the “Additional Property”).

B. Purchaser desires to purchase the Additional Property for the purpose of constructing and operating the Substation (as such term is defined below) thereon.

C. Seller desires to sell and convey the Additional Property to Purchaser subject to the terms and conditions of this Agreement, and on terms and conditions consistent with the intent of the Prior Purchase Agreement.

AGREEMENT

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

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

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

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

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

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

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

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

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

2.8. No Defaults. Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby will:

(a) Conflict with, or result in a breach of, the terms, conditions, or provisions of, or constitute a default under, any agreement or instrument to which Seller or any predecessor of Seller is a party; or

(b) Violate any restriction to which Seller is subject; or

(c) Constitute a violation of any applicable code, resolution, law, statute, regulation, ordinance, rule, judgment, decree, or order; or

(d) Result in the acceleration of any mortgage or note pertaining to the Additional Property or the cancellation of any contract or lease pertaining to the Additional Property; or

(e) Result in the creation of any lien, charge or encumbrance upon any of the properties or assets to be sold or assigned to Purchaser pursuant to the provisions of this Agreement.

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

2.10. Further Acts of Seller. On or before the Closing, Seller will do, make, execute and deliver all such additional and further acts, deeds, instruments and documents as may reasonably be required by Purchaser or Purchaser's title insurance company to vest in and assure to Purchaser full rights in or to the Additional Property.

2.11. Maintenance of Additional Property. Between the date of this Agreement and Closing, Seller will continue to maintain the Additional Property as it currently is maintained and exists; and Seller shall not make or enter into any lease or other agreement for the use, occupancy or possession of all or any part of the Additional Property without Purchaser's prior written approval.

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

3. CONDITIONS PRECEDENT TO PURCHASER'S OBLIGATIONS.

3.1. Purchaser's Review Period. Purchaser shall have a period (the "Review Period") commencing on the date hereof and expiring one hundred twenty (120) days thereafter to do the following, each of which shall be a condition precedent to Purchaser's obligations hereunder:

(a) To conduct, at Purchaser's cost, any and all inspections, engineering and feasibility studies, including, but not limited to environmental inspections and studies,

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

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

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

(d) To obtain such assurances or approvals from the appropriate governmental authorities as Purchaser deems necessary in relation to Purchaser's intended use of the Additional Property or the environmental condition of the Additional Property. In connection therewith, within Ten (10) days from the Date of this Agreement, Seller shall deliver or make available to Purchaser true and correct copies of all contracts, leases, documents, agreements or other information which affects the use, condition (including environmental condition), operation or ownership of the Additional Property. Seller agrees to use its best efforts to cooperate with Purchaser so that Seller shall deliver to Purchaser any item in the possession or control of Seller which Purchaser would like to receive and inspect.

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

3.3. Status of Title. At Closing (as defined below) Seller shall deliver the Closing Documents (as such term is defined below) to Purchaser as provided by Section 6.1 below, and shall be capable of conveying, and the Closing Documents will purport to convey, good and marketable fee simple title to the Additional Property to Purchaser subject only to encumbrances and title exceptions acceptable to Purchaser. Seller shall not create, cause or permit any encumbrance, impairment or transfer of title to the Additional Property, other than as specifically provided herein; provided, however, that Seller shall have no obligation to cure, have the Additional Property

released from or terminate any encumbrance on, impairment of, or lien against the Additional Property caused by Purchaser or related to Purchaser's activity on or use of the Additional Property.

4. CLOSING. The purchase and sale contemplated hereunder shall be consummated at the closing (referred to herein as the "Closing") which shall take place no later than December 31, 2011. The Closing shall take place at a place mutually agreeable to the parties.

5. PRO-RATED ITEMS AND ADJUSTMENTS. Purchaser shall pay for the title insurance premiums due in connection with the issuance of Purchaser's owner's title insurance policy, if any, and for the cost of any survey of the Additional Property prepared at Purchaser's request. Purchaser shall pay all deed recording fees (formerly known as documentary tax stamps) and intangible taxes assessed with respect to the deed conveying title to the Additional Property to Purchaser. Purchaser and Seller shall each pay their own legal fees related to the transaction contemplated hereby.

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

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

(a) A limited warranty deed, satisfactory in form and substance to Purchaser or Purchaser's title insurance company, conveying good and marketable fee simple title to the Additional Property, free and clear of all liens, encumbrances, easements, and restrictions except as may be permitted under this Agreement.

(b) An Owner's Affidavit, lien waiver, and or other agreements (not to include provisions requiring indemnification by Seller) and affidavits satisfactory for the purpose of removing the "standard" exceptions from Purchaser's Owner's Title Insurance Policy for the Additional Property.

7. CONDEMNATION OR CASUALTY LOSS. In the event of condemnation or receipt of notice of condemnation or taking of any part of the Additional Property by governmental authority prior to the Closing, or any material casualty loss to the Additional Property prior to Closing, Purchaser, at its option, shall have the right to terminate this Agreement. After Closing, all risk of loss due to condemnation or casualty shall lie with Purchaser.

8. COMMISSIONS.

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

9. DEFAULT.

9.1. Seller's Defaults. In the event Seller breaches any warranty or representation contained in this Agreement or fails to comply with or perform any of the conditions to be complied

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

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

10. CONSTRUCTION OF SUBSTATION.

10.1. Construction of Substation. Seller acknowledges and agrees that this Agreement is being entered into with the expectation that Purchaser build and commence operation of an electric substation and any necessary ancillary improvements ("Substation") on the Prior Property before the date which is four (4) years after the date of Closing. Seller hereby covenants and agrees that it will construct and commence operation of the Substation on or before such date, and acknowledges that its agreement to construct and operate the Substation on the Prior Property prior such date is a material term of this Agreement and a material inducement to Seller's agreement to convey the Additional Property to Purchaser under this Agreement.

10.2. Attorney's Fees. If the Seller retains an attorney to enforce Section 10.1 of this Agreement, the Seller shall be entitled to recover, in addition to all other items of recovery permitted by law, reasonable attorney's fees and costs incurred through litigation and all appeals.

11. GRANT OF EASEMENT TO SELLER. Purchaser acknowledges Seller owns intends to develop all or a portion of a large tract of land located adjacent to or near the Additional Property, and from which the Prior Property was and Additional Property will be conveyed to Purchaser, as an industrial and business park to be known as "Echo Hills Business and Industrial Park", or a similar name (the "Park"). Purchaser further acknowledges and agrees that it will, if requested by Seller, grant an easement ("Easement") to Seller, its successors and assigns (including then current and future owners of property within the Park), to construct, maintain and use for ingress and egress a road across the Additional Property connecting Little Country Lane to the Park. As of the date of this Agreement, Seller has not determined whether such a road will be necessary or desirable, or where, how or to what specifications such road would be constructed if desirable. The terms of the Easement, including the size and location of the easement area, shall be mutually agreed upon by Seller and Purchaser on commercially reasonable terms.

12. MISCELLANEOUS

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

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

12.3. Survival. Except as otherwise expressly provided herein, it is the express intention and agreement of the parties to this Agreement that all covenants, agreements, statements, representations and warranties made by Purchaser and Seller in this Agreement (which shall be deemed to include the matters and information disclosed in any of the Exhibits attached hereto or in any document or instrument delivered by Seller pursuant to the provisions of this Agreement or at or in connection with the Closing), including without limitation, the specific agreement for the Purchaser to build and commence operation of the Substation, shall survive the Closing.

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

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

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

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

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

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

(a) If to Purchaser:

New Horizon Electric Cooperative, Inc.
Attn.: Charles L. Compton, President
P.O. Box 1169
Laurens, South Carolina 29360

With a Copy to:

Lawrence E. Flynn, Jr.
Lister, Flynn & Kelly, P.A.
P.O. Box 2929
Spartanburg, South Carolina 29304

(b) If to Seller:

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

With a copy to:

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

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

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

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

[execution page follows]

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

SELLER:

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Its: _____

PURCHASER:

NEW HORIZON ELECTIC COOPERATIVE, INC.

By: _____
Its: _____

Exhibit A

Description of Prior Property

All that certain piece, parcel or tract of land lying and being situate in Oconee County, South Carolina designated as "270589.6 SQ. FT., 6.21 ACRES" on a plat prepared by Southern Land Surveying dated April 8, 2011 and recorded in the office of the Register of Deeds for Oconee County, South Carolina on _____, 2011 in Plat Book _____, at Page _____.

Exhibit B
Prior Agreement

[see attached]

Exhibit B
Description of Additional Property

[TO BE INSERTED]

Exhibit A

Survey of County Property

[see attached]

Exhibit A

Exhibit B

Prior Purchase Agreement

[see attached]

Exhibit B

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

THIS AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY, made and entered into as of this ____ day of July, 2011 ("Effective Date"), by and between OCONEE COUNTY, SOUTH CAROLINA, a body corporate and politic existing under the laws of the State of South Carolina ("Seller"), and NEW HORIZON ELECTRIC COOPERATIVE, INC. a South Carolina Nonprofit Corporation ("Purchaser").

RECITALS

A. Seller is the owner in fee simple title to that certain piece, parcel or tract of land ("Land") consisting of approximately 6.21 acres and being more fully described on Exhibit A attached hereto and by reference made a part hereof; and

B. Purchaser desires to purchase the Property (as described below) for the purpose of constructing and operating the Substation (as defined below) thereon.

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

AGREEMENT

1. SALE OF PROPERTY.

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

1.2. Description of Property. The Property shall consist of:

(a) The Land;

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

(c) All improvements on or within the Land ("Improvements")

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

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

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

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

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

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

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

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

2.8. No Defaults. Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby will:

- (a) Conflict with, or result in a breach of, the terms, conditions, or provisions of, or constitute a default under, any agreement or instrument to which Seller or any predecessor of Seller is a party, or
- (b) Violate any restriction to which Seller is subject, or
- (c) Constitute a violation of any applicable code, resolution, law, statute, regulation, ordinance, rule, judgment, decree, or order, or
- (d) Result in the acceleration of any mortgage or note pertaining to the Property or the cancellation of any contract or lease pertaining to the Property, or

(e) Result in the creation of any lien, charge or encumbrance upon any of the properties or assets to be sold or assigned to Purchaser pursuant to the provisions of this Agreement.

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

2.10. Further Acts of Seller. On or before the Closing, Seller will do, make, execute and deliver all such additional and further acts, deeds, instruments and documents as may reasonably be required by Purchaser or Purchaser's title insurance company to vest in and assure to Purchaser full rights in or to the Property.

2.11. Maintenance of Property. Between the date of this Agreement and Closing, Seller will continue to maintain the Property as it currently is maintained and exists; and Seller shall not make or enter into any lease or other agreement for the use, occupancy or possession of all or any part of the Property without Purchaser's prior written approval.

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

3. CONDITIONS PRECEDENT TO PURCHASER'S OBLIGATIONS.

3.1. Purchaser's Review Period. Purchaser shall have a period (the "Review Period") commencing on the date hereof and expiring one hundred twenty (120) days thereafter to do the following, each of which shall be a condition precedent to Purchaser's obligations hereunder:

(a) To conduct, at Purchaser's cost, any and all inspections, engineering and feasibility studies, including, but not limited to environmental inspections and studies, which Purchaser deems necessary, in an effort to determine whether or not to proceed

with the Closing of this transaction. Without limitation of the generality of the foregoing, it is agreed that Purchaser's inspection of the Property may include soil borings, surface water and groundwater testing and analysis, boundary, structural, topographical, and other surveys and any other studies and/or tests desirable for Purchaser to determine that the Property is suitable for its intended purpose. In this regard, Seller hereby agrees that Purchaser, and/or Purchaser's agents or employees, may have unlimited access to the Property during such Review Period to conduct such studies and inspections. Upon completion of such inspections, Purchaser shall restore the surface of the Property to substantially the same condition of the surface on the date hereof after all such tests and inspections are completed.

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

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

(d) To obtain such assurances or approvals from the appropriate governmental authorities as Purchaser deems necessary in relation to Purchaser's intended use of the Property or the environmental condition of the Property. In connection therewith, within Ten (10) days from the Date of this Agreement, Seller shall deliver or make available to Purchaser true and correct copies of all contracts, leases, documents, agreements or other information which affects the use, condition (including environmental condition), operation or ownership of the Property. Seller agrees to use its best efforts to cooperate with Purchaser so that Seller shall deliver to Purchaser any item in the possession or control of Seller which Purchaser would like to receive and inspect.

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

3.3. Status of Title. At Closing (as defined below) Seller shall deliver the Closing Documents (as such term is defined below) to Purchaser as provided by Section 6.2 below, and shall be capable of conveying, and the Closing Documents will purport to convey, good and marketable fee simple title to the Property to Purchaser subject only to encumbrances and title exceptions acceptable to Purchaser. Seller shall not create, cause or permit any encumbrance, impairment or transfer of title to the Property, other than as specifically provided herein; provided, however, that Seller shall have no obligation to cure, have the Property released from or terminate any encumbrance on, impairment of, or lien against the Property caused by Purchaser or related to Purchaser's activity on or use of the Property.

4. **CLOSING.** The purchase and sale contemplated hereunder shall be consummated at the closing (referred to herein as the "Closing") which shall take place no later than December 31, 2011. The Closing shall take place at the offices of Seller's counsel:

McNair Law Firm, P.A.
132 East Benson Street, Suite 200
Anderson, SC 29624

5. **PRO-RATED ITEMS AND ADJUSTMENTS.** Purchaser shall pay for the title insurance premiums due in connection with the issuance of Purchaser's owner's title insurance policy, if any, and for the cost of any survey of the Property prepared at Purchaser's request. Purchaser shall pay all deed recording fees (formerly known as documentary tax stamps) and intangible taxes assessed with respect to the deed conveying title to the Property to Purchaser. Purchaser and Seller shall each pay their own legal fees related to the transaction contemplated hereby.

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

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

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

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

(a) A limited warranty deed, satisfactory in form and substance to Purchaser or Purchaser's title insurance company, conveying good and marketable fee simple title to the Property, free and clear of all liens, encumbrances, easements, and restrictions except as may be permitted under this Agreement.

~~(b) An Owner's Affidavit, lien waiver, and/or other agreements (not to include provisions requiring indemnification by Seller) and affidavits satisfactory for the purpose of removing the "standard" exceptions from Purchaser's Owner's Title Insurance Policy for the Property.~~

6.3. Items Delivered to Purchaser at Closing. Seller shall deliver to Purchaser at closing an easement agreement ("Easement Agreement") executed by Seller in substantially the form attached as Exhibit B hereto, or with such changes as may be agreed to by Seller and Purchaser,

execution of such Easement Agreement by Seller pursuant to this Section 6.3 and by Purchaser pursuant to Section 7.1 below to be deemed conclusive evidence of agreement to any such changes.

7. PURCHASER'S DELIVERIES AT CLOSING. At Closing, Purchaser shall deliver to Seller the following:

7.1. Easement Agreement. Purchaser's executed Easement Agreement in substantially the form attached as Exhibit B hereto, or with such changes as may be agreed to by Purchaser and Seller, execution of such Easement Agreement by Purchaser pursuant to this Section 7.1 and by Seller pursuant to Section 6.3 above to be deemed conclusive evidence of agreement to any such changes.

8. CONDEMNATION OR CASUALTY LOSS. In the event of condemnation or receipt of notice of condemnation or taking of any part of the Property by governmental authority prior to the Closing, or any material casualty loss to the Property prior to Closing, Purchaser, at its option, shall have the right to terminate this Agreement. After Closing, all risk of loss due to condemnation or casualty shall lie with Purchaser.

9. COMMISSIONS.

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

10. DEFAULT.

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

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

11. CONSTRUCTION OF SUBSTATION.

11.1. Construction of Substation. Seller acknowledges and agrees that this Agreement is being entered into with the expectation that Purchaser build and commence operation of an electric substation and any necessary ancillary improvements ("Substation") on the Property before the date

which is four (4) years after the date of Closing. Seller hereby covenants and agrees that it will construct and commence operation of the Substation on or before such date, and acknowledges that its agreement to construct and operate the Substation on the Property prior such date is a material term of this Agreement and a material inducement to Seller's agreement to convey the Property to Purchaser under this Agreement.

11.2. Attorney's Fees. If the Seller retains an attorney to enforce Section 11.1 of this Agreement, the Seller shall be entitled to recover, in addition to all other items of recovery permitted by law, reasonable attorney's fees and costs incurred through litigation and all appeals.

12. MISCELLANEOUS

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

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

12.3. Survival. Except as otherwise expressly provided herein, it is the express intention and agreement of the parties to this Agreement that all covenants, agreements, statements, representations and warranties made by Purchaser and Seller in this Agreement (which shall be deemed to include the matters and information disclosed in any of the Exhibits attached hereto or in any document or instrument delivered by Seller pursuant to the provisions of this Agreement or at or in connection with the Closing), including without limitation, the specific agreement for the Purchaser to build and commence operation of the Substation, shall survive the Closing.

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

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

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

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

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

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

(a) If to Purchaser:

New Horizon Electric Cooperative, Inc.
Attn.: Charles L. Compton, Pres.
P. O. Box 1169
Laurens, SC 29360

With a Copy to:

Lawrence E. Flynn, Jr.
Lister, Flynn & Kelly, PA
P. O. Box 2929
Spartanburg, SC 29304

(b) If to Seller:

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

With a copy to:

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

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

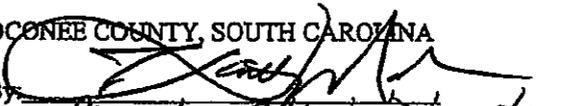
12.10. Assignment. Neither this Agreement nor any rights or obligations created or existing under this Agreement may be assigned by Purchaser without the prior written consent of Seller.

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

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

SELLER:

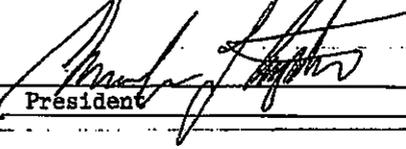
OCONEE COUNTY, SOUTH CAROLINA

By: 

Its: County Administrator

PURCHASER:

NEW HORIZON ELECTIC COOPERATIVE, INC.

By: 

Its: President

Exhibit A
Description of Land

All that certain piece, parcel or tract of land lying and being situate in Oconee County, South Carolina designated as "270589.6 SQ. FT., 6.21 ACRES" on a plat prepared by Southern Land Surveying dated April 8, 2011 and recorded in the office of the Register of Deeds for Oconee County, South Carolina on _____, 2011 in Plat Book _____, at Page _____.

Exhibit B
Easement Agreement
[see attached]

Exhibit C

New Purchase Agreement

[see attached]

Exhibit C

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE NO. 2011-33**

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND PROJECT FLS; THE GRANTING OF SPECIAL SOURCE REVENUE CREDITS; 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, Project FLS, a company duly incorporated under the laws of the State of Delaware (the "Company"), has requested the County to participate in executing an Inducement Agreement 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 building improvements, and machinery, apparati, and equipment, for the purpose of the development of a manufacturing facility (the "Project") in which the minimum level of new taxable investment will be not less than Sixty Million Dollars (\$60,000,000) 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, which will be maintained, without regard to depreciation, in accordance with the Act and the Inducement Agreement, all as more fully set forth in the Fee Agreement attached hereto; and

WHEREAS, the Company has requested that the County provide a special source revenue credit of twenty percent (20%) of the Company's fee in lieu of tax liability for the Project in the

Park (as defined herein) for a term of ten (10) years (the "SSRC") commencing only if and when the Company's investment in new, taxable property in the Project equals or exceeds \$25,000,000 within the initial five (5) years (following the year of the execution and delivery of the Fee Agreement) of investment.

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 Agreement and Millage Rate Agreement, and a Fee Agreement and to that end has, by its Resolution adopted on November 15, 2011, authorized the execution of an Inducement Agreement, which included a Millage Rate Agreement, and, will by this County Council Ordinance, authorize a 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 Company has requested the County to further assist it through the inclusion of the Project within a 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").

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, apparatus, and equipment, all as a part of the Project to be utilized for the purpose of a manufacturing facility, the execution and delivery of a Fee Agreement

with the Company for the Project is hereby authorized, ratified and approved. Further, the Fee Agreement shall provide for an SSRC of twenty percent (20%) of the Company's fee in lieu of tax liability for the Project in the Park for ten (10) years, upon the terms and upon achieving the conditions required herein and in the Fee Agreement.

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 Agreement and Millage Rate 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 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 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 Chairman 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 Chairman 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 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 6th day of December 2011

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Joel Thrift, Chairman of County Council
Oconee County, South Carolina

ATTEST:

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

First Reading: November 1, 2011
Second Reading: November 15, 2011
Public Hearing: December 6, 2011
Third Reading: December 6, 2011

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE NO. 2011-34**

**AN ORDINANCE TO AMEND THE AGREEMENT AUTHORIZED BY
ORDINANCES NO. 2006-027, 2008-017, 2010-04, 2010-24, 2010-32, 2011-09,
2011-15 RELATING TO THE INDUSTRIAL/BUSINESS PARK OF
OCONEE AND PICKENS COUNTIES SO AS TO ENLARGE THE PARK.**

WHEREAS, pursuant to Ordinance No. 2006-027 enacted on December 5, 2006 by Oconee County Council, Oconee County (the "County") entered into an Agreement for Development of Joint County Industrial and Business Park dated as of January 16, 2007 with Pickens County (the "Agreement"), which was subsequently amended by Ordinance No. 2008-17 enacted on October 21, 2008 by the County, resulting in the Agreement as amended by the First Amendment to the Agreement dated November 3, 2008; by Ordinance No. 2010-04 enacted on May 4, 2010 by the County, resulting in the Agreement as amended by the Second Amendment to the Agreement dated May 4, 2010; by Ordinance No. 2010-24 enacted on July 21, 2010 by the County, resulting in the Agreement as amended by the Third Amendment to the Agreement dated August 16, 2010; by Ordinance No. 2010-32 enacted on December 7, 2010 by the County, resulting in the Agreement as amended by the Fourth Amendment to the Agreement dated January 18, 2011; by Ordinance 2011-09 enacted on April 5, 2011 by the County, resulting in the Agreement as amended by the Fifth Amendment to the Agreement dated June 6, 2011, by Ordinance 2011-15 enacted on November 1, 2011 by the County, resulting in the Agreement as amended by the Sixth Amendment to the Agreement dated November 7, 2011 (hereinafter collectively referred to as the "Park Agreement"); and

WHEREAS, pursuant to Section 3 of the Park Agreement, the boundaries of the park created therein (the "Park") may be enlarged pursuant to ordinances of the respective County Councils of the County and Pickens County; and

WHEREAS, Oconee County is desirous of enlarging the Park by the addition of the property described on Exhibit A of the Seventh Amendment to the Agreement, attached hereto;

NOW, THEREFORE, be it ordained by Oconee County Council that the Park Agreement is hereby and shall be amended by the Seventh Amendment to the Agreement to include the property in Oconee County described in the schedule attached to the Seventh Amendment to the Agreement as Exhibit A (as such description may be hereafter refined), and that the Chairman of Oconee County Council is hereby authorized to execute and deliver any desired amendments to the Park Agreement necessary to accomplish the aforestated enlargement.

Section 1. The Chairman 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 Seventh Amendment to the Agreement and the performance of all obligations of the County under and pursuant to the Seventh Amendment to the Park Agreement and this Ordinance.

Section 2. 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.

DONE in meeting duly assembled this ___ day of ____, 2012.

OCONEE COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
Joel Thrift, Chairman, County Council
Oconee County, South Carolina

ATTEST:

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

First Reading:	November 15, 2011
Second Reading:	December 6, 2011
Public Hearing:	_____ 2012
Third Reading:	_____ 2012

Addition to Exhibit A (Oconee County)
Agreement for Development of Joint County
Industrial Park dated as of January 16, 2007,
Amended on November 3, 2008,
Second Amended on May 4, 2010
Third Amended on August 16, 2010
Fourth Amended on January 18, 2011
Fifth Amended on June 6, 2011
Sixth Amended on November 7, 2011
Seventh Amended on ____ 2012
Between Oconee County and Pickens County

Tract 7

Project FLS
(land description will be added prior to third reading)

STATE OF SOUTH CAROLINA)	
)	SEVENTH AMENDMENT OF AGREEMENT
COUNTY OF OCONEE)	FOR DEVELOPMENT OF JOINT COUNTY
COUNTY OF PICKENS)	INDUSTRIAL/BUSINESS PARK

THIS AGREEMENT for the seventh amendment of an agreement for the development of a joint county industrial/business park located both within Oconee County, South Carolina and Pickens County, South Carolina, such original agreement dated as of January 16, 2007, and subsequently amended, previously, on November 3, 2008, May 4, 2010, August 16, 2010, January 18, 2011, June 6, 2011, November 7, 2011 by and between the County of Oconee and the County of Pickens both political subdivisions of the State of South Carolina (the "Agreement"), is made and entered into as of this ___ day of _____ 2012 by and between the parties hereto (the "Seventh Amendment to Agreement").

RECITALS

WHEREAS, pursuant to the Agreement, Oconee County, South Carolina ("Oconee County"), and Pickens County, South Carolina ("Pickens County") in order to promote economic development and thus provide additional employment opportunities within both of said counties, have established in Oconee County and Pickens County a Joint County Industrial and Business Park (the "Park"); and

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

WHEREAS, pursuant to the Agreement, Oconee County and Pickens County have agreed to accept responsibility for the costs of infrastructure, maintenance, management, promotional costs, and other appropriate costs associated with the establishment and operation of the Park; and

WHEREAS, Oconee County and Pickens County desire to amend the Agreement, as previously amended, as more specifically provided below:

NOW, THEREFORE, in consideration of the mutual agreement, representations and benefits contained in this Seventh Amendment to 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 Seventh Amendment to Agreement serves as a written instrument amending the entire Agreement between the parties, as previously amended, 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 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. **Seventh Amendment to the Agreement.** As of the date of this Seventh Amendment to the Agreement, the Sixth Amendment of the Agreement, the Fifth Amendment to the Agreement, the Fourth Amendment to the Agreement, the Third Amendment to the Agreement, the Second Amendment to the Agreement, the First Amendment to the Agreement and the Agreement as previously amended are further amended, in accordance with Section 3(B) of the Agreement, so as to expand the Park premises in Oconee County by the addition of one (1) tract of land, to be shown as "Tract 7" on the revised Exhibit A, attached hereto, which shall amend, replace, and supersede the previously amended Exhibit A to the Agreement which was in effect prior to execution of this Seventh Amendment to Agreement.

4. **Severability.** In the event and to the extent (and only to the extent) that any provision or any part of a provision of this Seventh Amendment to 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 Seventh Amendment to the Agreement.

5. **Termination.** All other terms and conditions of the Agreement as amended by this Seventh Amendment to the Agreement, and as previously amended, shall remain in full force and effect

6. **Counterparts.** This Seventh Amendment to Agreement may be executed in multiple counterparts, all of which shall constitute but one and the same document.

WITNESS our hands and seals of this — day of _____ 2012.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Joel Thrift, Chairman of County Council
Oconee County, South Carolina

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

WITNESS our hands and seals as of this __ day of _____, 2012

PICKENS COUNTY, SOUTH CAROLINA

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

ATTEST:

By: _____
Donna Owens, Clerk, County Council
Pickens County, South Carolina

**EXHIBIT A
LAND DESCRIPTION
OCONEE COUNTY**

TRACT 1

Timken US Corporation
430 Torrington Road
Walhalla, South Carolina 29691

All that certain piece, parcel or tract of land situate, lying and being in West Union School District, Oconee County, South Carolina, containing 103.45 acres, more or less, as will appear by plat thereof prepared by Schumacher Engineering Services, Dated September 23, 1966, revised November 9, 1966 and February 20, 1967, recorded in Plat Book P-29, page 132 in the office of the Clerk of Court for Oconee County, South Carolina. BEGINNING at a point in the center of Road S 37-324, thence S 75-13 E 34.7 feet to an iron pin corner, old; thence S 75-13 E 1464.6 feet to an iron pin corner; old; thence S 18-16 W 1418.89 feet to an iron pin corner, new; thence N 73-32 W 811.15 feet to an iron pin corner, old; thence S 05-28 W 481 feet to an iron pin corner, old; thence N 74-34 W 1248.93 feet to an iron pin corner, new; thence N 15-32 E 445.85 feet to I.P.O.; thence N 70-08 W 124.93 feet to I.P.O.; thence N 15-20 E 1604.90 feet to I.P.O.; thence N 74-38 W 1050.31 to a stone corner, old; thence N09-41 W 237.32 feet to I.P.O.; thence N 76-47 E 1351.79 feet to a nail in the center of bituminous road, designated Point "B"; thence S 26-42 E 474.8 feet along center of road to a nail; thence S 23-51 E 276.8 feet along center of road to a nail; thence S 16-07 E 264.8 feet along center of road to a nail; thence S 09-20 E 222.8 feet along center of road to point designated Point "A"; same being the point of beginning. Said tract being the major portion of a tract of land conveyed to the Torrington Company (Maine) by Piedmont-Oconee Corp. by deed dated June 17, 1960, recorded in Deed Book 8-F, page 8, and the property conveyed by deed of Leroy C. Martin and Raleigh L. Martin to the Torrington Company (Maine) dated January 25, 1967, recorded in Deed Book 10-B at page 35, which said conveyance was made to make the center line of road the property line and by deed of James Robert LeCroy to the Torrington Company (Maine) dated February 14, 1967, recorded in Deed Book 10-B, page 34 which deed was made to make the center line of road the line; less a strip of land conveyed by The Torrington Company (Maine) to James Robert LeCroy by deed dated July 25, 1967, recorded in Deed Book 10-E, page 87, which deed was made for the purpose of making the center line of the road the property line.

(Tract 2 added in by the First Amended Park Agreement dated November 3, 2008)

TRACT 2

BorgWarner Torqtransfer Systems Inc.

All that certain piece, parcel or tract of land, situate, lying and being in the State of South Carolina, County of Oconee, Township of Seneca, containing 78.176 acres, more or less and shown and more fully described by metes and bounds on plat of survey thereof made by R. Jay Cooper, P.E. & L.S. dated April 6, 1990, which plat is recorded in the Office of the Clerk of Court for Oconee County in Plat Book A-54, pages 9 and 10 and which is incorporated herein by reference.

The within described property was conveyed to Borg-Warner Powertrain Systems Corporation by deed of Emhart Industries, Inc. dated September 26, 1995 and recorded in the Office of the Clerk of Court for Oconee County in Deed Book 834 at page 313 on November 5, 1995.

(Tract 3 added in by the Second Amended Park Agreement dated May 4, 2010)

TRACT 3

Greenfield Industries, Inc.

All that piece, parcel or tract of land situate, lying and being in the County of Oconee, State of South Carolina, located on the Southern side of U.S. Highway 76 and 123 and being more particularly shown and designated as a tract of land containing 78.20 acres, more or less, on a plat entitled "Plat of a Tract of Land Surveyed at the Request of The First National Bank of Boston" by Farmer & Simpson Engineers, dated June 3, 1986 and recorded in the office of the Clerk of Court of Oconee County, South Carolina in Plat Book P-51 at page 132, and being more particularly described, according to said plat as follows:

Beginning at an iron pin (P.O.B.) located on the southwester edge of the right of way for U.S. Highway 76 and 123 and at the northwestern most corner of said tract of land (said corner being a common corner with the northeastern most corner of lands now or formerly of Delta Corporation) and running thence along the southwestern edge of the right of way for U.S. Highway 76 and 123 S 63 degrees – 19' E 1,890.8 feet to an iron pin corner; thence S 22 degrees – 57' W 456.9 feet to an iron pin corner; thence S 02 degrees -07' E 261.1 feet to a nail and bottle top; thence S 38 degrees -42' W 243.9 feet to a nail and bottle top located within the right of way for Highway S-439; thence S 32 degrees - 40' W 248.5 feet to a nail and bottle top located in the center of the right of way for Highway S-439; thence S 25 degrees - 27' W 240.3 feet to an iron pin corner; thence N 86 degrees 32' W 249.9 feet to an iron pin corner; thence S 86 degrees-19' W 593.3

feet to an iron pin corner; thence S 09 degrees - 16' W 241.6 feet to an iron pin corner; thence N 78 degrees - 56' W 673.4 feet to an iron pin corner; thence N 05 degrees - 25' W 398.7 feet to an iron pin corner; thence N 09 degrees - 32' E 798.4 feet to an iron pin corner; thence N 23 degrees - 02' W 365.0 feet to an iron pin corner; thence N 75 degrees - 09' E 132.3 feet to an iron pin corner; thence N 24 degrees - 28' E 796.4 feet to the POINT OF BEGINNING. Said tract of land is bounded on the North by the right of way for U.S. Highway 76 and 123, on the East by lands of various owners, on the South by lands now or formerly of Clemson University and U.S. Government Hartwell Reservoir and on the West by lands now or formerly of U.S. Government Hartwell Reservoir and Delta Corporation.

LESS AND EXCEPT all that certain piece, parcel or tract of land conveyed from Greenfield Industries, Inc., predecessor in interest of Grantor herein, by deed dated December 22, 2003, and recorded on December 31, 2003, in the Office of the Register of Deeds of Oconee County, South Carolina in Book 1302, page 345.

LESS AND EXCEPT all that certain piece, parcel or tract of land conveyed from Greenfield Industries, Inc., predecessor in interest of Grantor herein, by deed dated March 4, 1996 and recorded on April 10, 1996 in the Office of the Register of Deeds of Oconee County, South Carolina in Book 857, page 305.

BEING commonly referred to as 2501 Davis Creek Road, Seneca, Oconee County, South Carolina and as Tax Map/Parcel Numbers 226-00-04-006 and 226-00-04-020.

(Tract 4 added in by the Third Amended Park Agreement dated August 16, 2010)

TRACT 4

U.S. Engine Valve Corporation

All that certain piece, parcel or tract of land situate, lying and being in Richland School District, Seneca, Oconee County, South Carolina. Containing One Hundred Twenty-Eight and 96/100 (128.96) acres, more or less, and being more fully described by plat prepared by Wayne R. Garland, RLS, dated December 3, 1987, recorded in Plat Book A16, page 1, records of the Clerk of Court for Oconee County, South Carolina. For a more complete description, please see recorded Plat.

(Tract 5 added in by the Fourth Amended Park Agreement executed by Oconee County on December 7, 2010 and Pickens County on January 18, 2011)

TRACT 5

Schneider Electric USA, Inc.
1990 Sandifer Boulevard
Seneca, South Carolina 29678

PARCEL #1

All that certain piece, parcel or tract of land lying and being situate in the State of South Carolina, County of Oconee, on the north side of U.S. Highway 123, containing Fifty Four and Eighty Two One-Hundredths (54.82) acres, more or less, as shown and more fully described on a plat thereof entitled "Boundary Survey for Pattillo Construction Company" by Chester M. Smith, Jr., Surveyor, of Metro Engineering and Surveying Company, recorded in Plat Book P-45 at page 115, records of the Clerk of Court of Oconee County, South Carolina.

PARCEL #2

All that certain piece, parcel or tract of land lying and being situate in the State of South Carolina, County of Oconee, on the north side of U.S. Highway 123, containing One and Four Hundred Ninety Nine One-Thousandths (1.499) acres, more or less, as shown and more fully described on a plat thereof entitled "Boundary Survey for Pattillo Construction Company" by Chester M. Smith, Jr., Surveyor, of Metro Engineering and Surveying Company recorded in Plat Book P-45 at page 115, records of the Clerk of Court of Oconee County, South Carolina.

PARCEL #3

All that certain piece, parcel or tract of land lying and being situate in the State of South Carolina, County of Oconee, on the north side of U.S. Highway 123, containing Ten and Fifty One One-Hundredths (10.51) acres, more or less, as shown and more fully described on a plat thereof entitled "Boundary Survey for Pattillo Construction Company" by Chester M. Smith, Jr., Surveyor, of Metro Engineering and Surveying Company, recorded in Plat Book P-45 at page 115, records of the clerk of Court of Oconee County, South Carolina.

PARCEL #4

All that certain piece, parcel or tract of land lying and being situate in the State of South Carolina, County of Oconee on the north side of U.S. Highway 123, containing Eleven and Five Hundred Sixty Five One-Hundredths (11.565) acres, more or less, as shown and more fully described on a plat thereof entitled "Boundary Survey for Pattillo

Construction Company” by Chester M. Smith, Jr., Surveyor, of Metro Engineering and Surveying Company, recorded in Plat Book P-45 at page 115, records of the Clerk of Court of Oconee County, South Carolina.

The above-referenced parcels is the identical property conveyed to Square D Company, a successor company to Schneider Electric USA Inc., by deed of Pattlillo Construction Company, Inc. recorded on October 24, 1985 in Deed Book 433 at page 228, records of Clerk of Court in and for Oconee County, South Carolina.

(Tract 6 added in by the Fifth Amendment to Park Agreement executed by Oconee County on April 5, 2011 and Pickens County on June 6, 2011)

TRACT 6

Altera Polymers LLC
320 Shiloh Road
Seneca, SC 29678

Town of Seneca, Oconee County South Carolina

All that certain tract or parcel of land lying and being near the Eastern Corporate Limits of the Town of Seneca, South Carolina and being more particularly described as follows:

Beginning at a point in the centerline of a railroad spur of Blue Ridge Railroad said point being located North 86 degrees 24 minutes 56 seconds East 1927.07 feet to a found nail in the centerline intersection of Shiloh Road and Goodard Avenue and runs thence from the point of beginning with the centerline of said railroad spur the following 7 courses and distances South 17 degrees 44 minutes 06 seconds West 64.97 feet to a point; thence South 07 degrees 28 minutes 04 seconds West 34.61 feet to a set mag nail; thence South 05 degrees 28 minutes 14 seconds West 66.40 feet to a set mag nail; thence South 10 degrees 06 minutes 58 seconds West 97.82 feet to a point; thence South 24 degrees 19 minutes 31 seconds West 100.54 feet to a point; thence South 38 degrees 29 minutes 30 seconds West 100.46 feet to a point; thence South 46 degrees 10 minutes 41 seconds West 46.48 feet to a set mag nail; thence South 34 degrees 24 minutes 02 seconds East 768.38 feet to a set iron rod; thence South 55 degrees 36 minutes 33 seconds West 866.57 feet to a set iron rod; thence North 34 degrees 23 minutes 27 seconds West 91.00 feet to a found concrete monument; thence North 36 degrees 39 minutes 54 seconds West 541.31 feet to a found iron pipe; thence North 37 degrees 17 minutes 54 seconds West 197.28 feet to a found concrete monument; thence South 63 degrees 37 minutes 55 seconds West 111.39 feet to a found iron rod; thence North 26 degrees 18 minutes 50 seconds West 330.00 feet to a found iron rod; thence South 63 degrees 41 minutes 10 seconds West 200.00 feet to a found concrete monument; thence North 26 degrees 19 minutes 52 seconds West 50.90 feet to a found iron rod; thence North 59 degrees 53 minutes 49 seconds East 228.69 feet to a found concrete monument; thence North 39 degrees 02

minutes 25 seconds West 509.89 feet to a found iron rod; thence North 39 degrees 34 minutes 28 seconds 90.92 to a found mag nail; thence South 77 degrees 58 minutes 25 seconds West 301.80 feet to a found nail; thence North 26 degrees 42 minutes West 85.70 feet to a found nail in the centerline intersection of Shiloh Road and Goodard Avenue; thence with the center of Shiloh Road North 68 degrees 34 minutes 53 seconds East 287.91 feet to a found nail; thence North 68 degrees 50 minutes 53 seconds 50.17 feet to a found nail in the centerline intersection of Shiloh Road and Providence Ridge Road; thence North 68 degrees 17 minutes 49 seconds East 194.00 feet to a nail; thence North 70 degrees 00 minutes 20 seconds East 81.28 feet to a found nail; thence North 79 degrees 53 minutes 29 seconds East 315.00 feet to a found mag nail; thence North 89 degrees 22 minutes 55 seconds East 486.22 feet; thence North 87 degrees 12 minutes 07 seconds East 85.60 feet to a found mag nail; thence South 12 degrees 01 minutes 05 seconds East 61.28 feet to a found mag nail; thence South 12 degrees 01 minutes 35 seconds East 200.00 feet to a found iron pipe; thence North 77 degrees 58 minutes 25 seconds East 424.94 feet to the point of the beginning, containing 41.97 acres more or less.

Bearings based on Plat recorded in office of the Clerk of Court, Oconee County, SC in Plat Book P-29, page 75.

(Tract 7 added in by the Sixth Amendment to Park Agreement executed by Oconee County on _____, 2012 and Pickens County on _____ 2012)

Tract 7

Project FLS

(land description will be inserted prior to 3rd reading of ordinance)

**EXHIBIT B
LAND DESCRIPTION
PICKENS COUNTY**

(Tract 1 and Tract 2 added in by the Sixth Amendment to Park Agreement executed by Oconee County on November 1, 2011 and Pickens County on November 7, 2011)

**Tract 1
VCI-SC, Inc.
2932 Farris Bridge Road
Easley, South Carolina 29640**

All that certain piece, parcel or tract of land situate, lying and being in the State of South Carolina, County of Pickens being shown as 22.91 Acres, Tracts 8, 10 & 11, according to plat prepared by Freeland & Associates Surveyor, recorded November 7, 1985 in Plat Book 27, at page 950 in the RMC Office for Pickens County, South Carolina, references to said plat being hereby made for a more complete metes and bounds description thereof.

LESS AND EXCEPT: All that certain piece, parcel or lot of land in the State of South Carolina, County of Pickens, located 7 miles East of Pickens, containing 4.80 acres, more or less, as shown on survey of Van T. Cribb, dated July 1, 1991, reference to which is hereby made for a more complete and accurate description and being thereon more fully described as follows:

Beginning at a point on edge of 50' right of way for county road at the northern corner of the herein described property; thence along right of way S11-18-28E 33.79 feet; thence S16-55-30E 55.58 feet; S30-56-31E 167.22 feet; S45-50-16E 65.64 feet; thence leaving right of way S45-35-05E 56.39 feet to line of land n/f of John C. and J.P. Carey; thence along said property line S59-24-26W 630 feet to an iron pin; thence along line of land n/f of Oakknoll Properties N 22-25-34W 285.67 feet; thence N 19-54-33 W 75.47 feet; thence along line of land n/f of Sitton N 57-34-27 E 555.30 feet to the point of Beginning.

AND ALSO, LESS AND EXCEPT, a right of way for ingress, egress and roadway purposes over the existing fifty foot (50') strip leading from S.C. Highway 183 in a southeasterly direction as shown on the survey of Van T. Cribb dated July 1, 1991 and the terms and conditions of said right of way as set forth in deed recorded in Deed Book 149 at Page 204.

This being a portion of the property conveyed to Ronald J. McCracken by deed from Ervin Hendricks, dated 07-8-88 and recorded in Deed Book 40 at page 217, in the Register of Deeds Office for Pickens County, South Carolina.

Tract 2
KP Components Inc.
117 Sheriff Mill Road
Easley, South Carolina 29642

Parcel 1

All that certain piece, parcel or tract of land situate, lying and being in the State of South Carolina, County of Pickens, located on the northwestern side of Sheriff Mill Road, shown to contain 3.631 acres according to plat of boundary survey prepared for "Wachovia Bank, N.A., Trustee", by Landrith Surveying, Inc., dated 1-11-01 and according to said plat, being more particularly described as having the following measurements and boundaries, to-wit:

Beginning at the southernmost point of the herein described tract, on the northwestern side of Sheriff Mill Road, common corner of the herein described tract and other property of the Grantor; thence running along the common line of the herein described tract and other property of the Grantor herein N30-55-00W 984.91 feet to a point; thence continue N76-44-08W 565.67 feet to a point; thence running N25-31-27E 102.33 feet to a point; thence running N89-57-00E 84.45 feet to a point; continuing S73-23-00E 105.00 feet to a point; thence continuing S61-03-00E 119.88 feet to a point; thence continuing S82-18-00E 199.81 feet to a point; thence continuing S76-33-00E 84.91 feet to a point; thence running along the common line of the herein described tract and property now or formerly Gladys L. Addington S30-55-00E 1019.88 feet to a point on the northwestern side of Sheriff Mill Road; thence running along the northwestern side of Sheriff Mill Road S 54-55-00W 100.27 feet to the point of Beginning.

Parcel 2

All that certain piece, parcel or tract of land situate, lying and being in the State of South Carolina, County of Pickens, located on the northeast side of S.C. Highway #8 (Pelzer Highway) shown to contain 5.818 acres (including any and all rights of ways), as shown on a plat of boundary survey for "Wachovia Bank, N.A., Trustee" prepared by Landrith Surveying, Inc. dated 1-11-01, and according to said plat, being more particularly described as having the following measurements and boundaries, to-wit:

Beginning at the southernmost point of the herein described tract, which point is in the approximate center line of S.C. Highway #8 (Pelzer Highway), common corner of the herein described tract and other property of the Grantee herein; thence running along the approximate center line of S.C. Highway #8 (Pelzer Highway) N37-52-05W 516.64 feet to a point; thence leaving said Highway and running along the common line of the herein described property and other property of the Grantor herein N53-23-13E 888.10 feet to a point; thence running S76-44-08E 47.96 feet to a point; thence running along the common line of the herein described tract and other property of the Grantee herein S25-31-27W 1026.72 feet to the point of Beginning.