

During the last Council meeting, a citizen signed up to speak during the non-agenda portion of the public comment session regarding a partisan political matter.

I only became aware of his subject matter after the sign-up sheet was collected by the Clerk at the start of the meeting. Once I saw the matter on which he wished to speak, I consulted with the County Attorney as to whether those comments should be allowed or whether they could be excluded.

Neither the County Attorney nor I had had any time to reflect or to research the matter as such a matter has never come up before. Council has traditionally treated the non-agenda comments as open to any topic so I decided to err on the side of allowing the comments and I chose to let the citizen speak as requested.

I along with the County Attorney have had the opportunity to consider the matter in greater detail. Based on our mutual analysis, I have decided to not allow partisan political comments during any Council meeting for several reasons.

1. **Citizen comments are not a “right” – there is nothing in state or federal law or procedure which requires them.** [They are allowed by and at the complete discretion of County Council, and are thus subject to the rules, and control, of Council.]
2. **County Council’s function is to conduct the business of the county.** [Conduct of partisan political activity is not only not part of County business, in most cases it is specifically prohibited as part of County business, by the laws, including ethics laws, of the state and federal government.]
3. **Oconee County Council has created an opportunity for citizens to speak to the Council about various matters, in addition to times when such input is required by law, such as in public hearings.** [We represent the people of Oconee County, and we want to know what they are thinking, and what their comments are – so we have given an opportunity for them to be heard, by having citizen public comment. We

have even expanded that opportunity to include not only comments regarding agenda matters, but comments regarding non-agenda matters, as well.]

- 4. Over time we have learned that there have to be some guidelines for citizen comments, so that citizens know what to expect.** [Public comment by citizens provides input to council – it is not a time for council to respond. Our meetings are deliberative sessions of the governing body – they are not town hall meetings, so there is no time or place, for dialogue between citizens and the council, or for question-and-answer.]

The current rules of the County, found in Section 2-66 of the Oconee County Code of Ordinances, explicitly state that “No matter shall be included on the agenda or heard by the council unless it is within the authority and jurisdiction of the council.” Since partisan political matters are not within the authority or jurisdiction of the County Council, matters pertaining to partisan politics should not be heard by the Council during Council meetings, including during citizen comments. My decision to allow such comments at the last meeting was incorrect and I am hereby changing that decision – I regret that it happened – but again state that there was simply not enough time to fully analyze the matter.

As the Chair of the meetings, and subject to being overruled by the vote of Council, I am determining that allowing the discussion of partisan politics is outside the proper authority and jurisdiction of County Council, and will therefore not be allowed. I am also determining that since allowing such comments at the last meeting was incorrect that a precedent will not be recognized.

At this time I will ask for a motion, second, and vote, either sustaining or overturning my ruling.



PUBLIC COMMENT SESSION SIGN IN SHEET

OCCONEE COUNTY COUNCIL MEETING

Tuesday, December 6, 2011

6:00 PM

Limited to forty [40] minutes, four [4] minutes per person.

Please be advised that citizens not utilizing their full four [4] minutes may not "donate" their remaining time to another speaker. As stated above, each speaker is restricted to a maximum of four [4] minutes.

Citizens with comments related to a specific action agenda item will be called first.

If time permits additional citizens may be permitted to speak on a non agenda items [at the discretion of the Chair].

NOTE: Non Agenda Item matters can be addressed except for those which, due to law or proper protocol, would be inappropriate for public meetings of Council, such as, but not limited to, partisan political activity and/or comments.

Everyone speaking before Council will be required to do so in a civil manner. Council will not tolerate personal attacks on individual council members, county staff or any person or group. Racial slurs will not be permitted. Council's number one priority is to conduct business for the citizens of this county. All citizens who wish to address Council and all Boards and Commission appointed by Council should do so in an appropriate manner.

PLEASE PRINT INFORMATION BELOW

	FULL NAME	AGENDA ITEM FOR DISCUSSION	NON-AGENDA ITEMS
1	RICHARD MORGENWILL		9 MINUTES OF ASSESSMENT
2	Keith Shaly		REASSESSMENT
3	BRUCE BURRELL		u
4	Edward A. Land	Tax	Tax Reassessment
5	Carol Wilson	Property Tax	Tax Reassessment
6	Ben Tostazy Citizen	planning? zoning is an agenda item →	
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			

Council may make closing comments directly following the public & extended public comment sessions if time permits.

Comments to Oconee County Council December 6, 2011

I am speaking tonight about the Planning and Zoning Process as Ben Turetzky. In an eleven year period from the mid 60's to mid 70's, I served in a number of appointed and elected positions in the Township of Parsippany Troy Hills New Jersey – a Township of 50,000 at that time. The positions were: member of the Zoning Board of Appeals; Chairman of the Planning Board, and Township Council President. This is to say that I have some experience and understanding of the planning and zoning process.

From the very beginning of the ZEO there have been misconceptions and misstatements about how it would work. Coming from the Planning Commission Dias were comments like “when you apply for a rezoning, you will get what you asked for”. At the center of the problems is the Lack of understanding on the part of some members as to what their responsibilities and duties are.

I am going to read a couple of portions from the SC 2010 Comprehensive Planning Guide for local Governments.

1. A local Planning Commission has a duty to engage in a continuous planning program for the physical, social and economic growth, development and redevelopment of the area within its authority.
2. In carrying out its responsibilities, the local planning commission has the authority to prepare and periodically revise plans, i.e. Comprehensive Plan. And to prepare and recommend measures for implementing the plan by the appropriate governing body.
3. When making appointments, the local governing body must consider, professional expertise, knowledge about the community and concern for the future welfare of the total community and its citizens.
4. Commission members must represent a broad cross section of the interests and concerns within the jurisdiction – i.e. County.
5. The 1994 Act requires reasonable consideration of the following purposes:
 - a. Provide for adequate light, air and open space
 - b. Prevent the overcrowding of land, avoid undue concentration of population and lessen congestion in the streets.
 - c. Facilitate the creation of a convenient, attractive and harmonious community.
 - d. Protect and preserve scenic, historic or ecologically sensitive areas. And it goes on.
6. Zoning regulations must follow the comprehensive plan.

It appears to me that the Oconee County ZEO as well as the Lake Overlays are consistent with the requirements of the 1994 Planning Act.

I am giving you a copy of the 2010 Planning Guide and suggest that you acquire copies for the members of the Planning Commission as well as the Zoning Board of Appeals.

I also strongly suggest, even during these tough economic times, that the Council provide funds for an Attorney fluent in Planning and Zoning to advise the Commission of the laws governing their responsibilities.



PUBLIC HEARING SIGN IN SHEET

OCONEE COUNTY COUNCIL MEETING

DATE: December 6, 2011

6:00 p.m.

Ordinance 2011-18 "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" *[Neville Request]*

Ordinance 2011-20 "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" *[Moonlight Bay Request]*

Ordinance 2011-22 "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" *[Southern Horwell Request]*

Ordinance 2011-30 "A 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."

Ordinance 2011-33 "AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND BASF CORPORATION; THE GRANTING OF SPECIAL SOURCE REVENUE CREDIT; AND OTHER MATTERS RELATING THERETO INCLUDING, WITHOUT LIMITATION, PAYMENT OF A FEE IN LIEU OF TAXES"

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

Everyone speaking before Council will be required to do so in a civil manner.

Council will not tolerate personal attacks on individual council members, county staff or any person or group. Racial slurs will not be permitted. Council's number one priority is to conduct business for the citizens of this county. All citizens who wish to address Council and all Boards and

Commission appointed by Council should do so in an appropriate manner.

Please PRINT Your Name & Check Ordinance[s] You Wish to Address

	Ordinance #	2011-18	2011-20	2011-22	2011-30	2011-33
1. <i>Lillian Davis Pine Creek Petition</i>						
2. <i>Jim Codner</i>		X				
3.						
4.						
5.						
6.						
7.						
8.						
9. <i>Jess Neville</i>		X				



Oconee County Planning Department

415 S. Pine Street, Walhalla, SC 29691

Telephone: 864-638-4218
Fax: 864-638-4168

Date: December 6, 2011

To: Chairman Thrift, Members of County Council, Mr. Moulder, and Ms. Hulse

From: Aaron Gadsby, Planning Department

Re: Public input received since the Second Reading on for Ordinance 2011-18

The Planning Department has received input requesting that the following parcel be considered for inclusion into rezoning ordinance 2011-18 as Traditional Rural District: 076-00-01-016; 109-00-02-026; 109-00-02-029; 136-00-03-022. We ask that this information be submitted as part of the record for the public hearing this evening. Thank you.

Ref: Neville Request

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: December 6, 2011
COUNCIL MEETING TIME: 6:00 PM

ITEM TITLE OR DESCRIPTION:

3rd Reading of Ordinance 2011-18: "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 made a recommendation to Council on September 19, 2011. The Council took 2nd reading on October 18, 2011 and instructed staff to schedule the public hearing.

SPECIAL CONSIDERATIONS OR CONCERNS:

None

COMPLETE THIS PORTION FOR ALL PROCUREMENT REQUESTS:

Does this request follow Procurement Ordinance Y2001-15 guidelines? Yes / No [review #2001-15 on Procurement's website]
If no, explain briefly: N/A

STAFF RECOMMENDATION:

Take 3rd and final reading on ordinance 2011-18

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 2011-18

Reviewed By/ Initials:

_____ County Attorney _____ Finance _____ Grants _____ Procurement

Submitted or Prepared By:

Ann J. Cuddy
Department Head/Elected Official

Approved for Submittal to Council:

Scott Moulder
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. 2011-18**

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)

076-00-01-015	136-00-03-001	136-00-04-005
090-00-01-011	136-00-03-015	149-00-03-042
098-00-03-001	136-00-03-021	177-00-02-019
131-00-02-024	136-00-03-028	232-00-02-020
135-00-02-007	136-00-03-050	118-00-01-003
119-00-01-020	119-00-01-021	131-00-02-016
132-00-01-003	132-00-02-002	

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

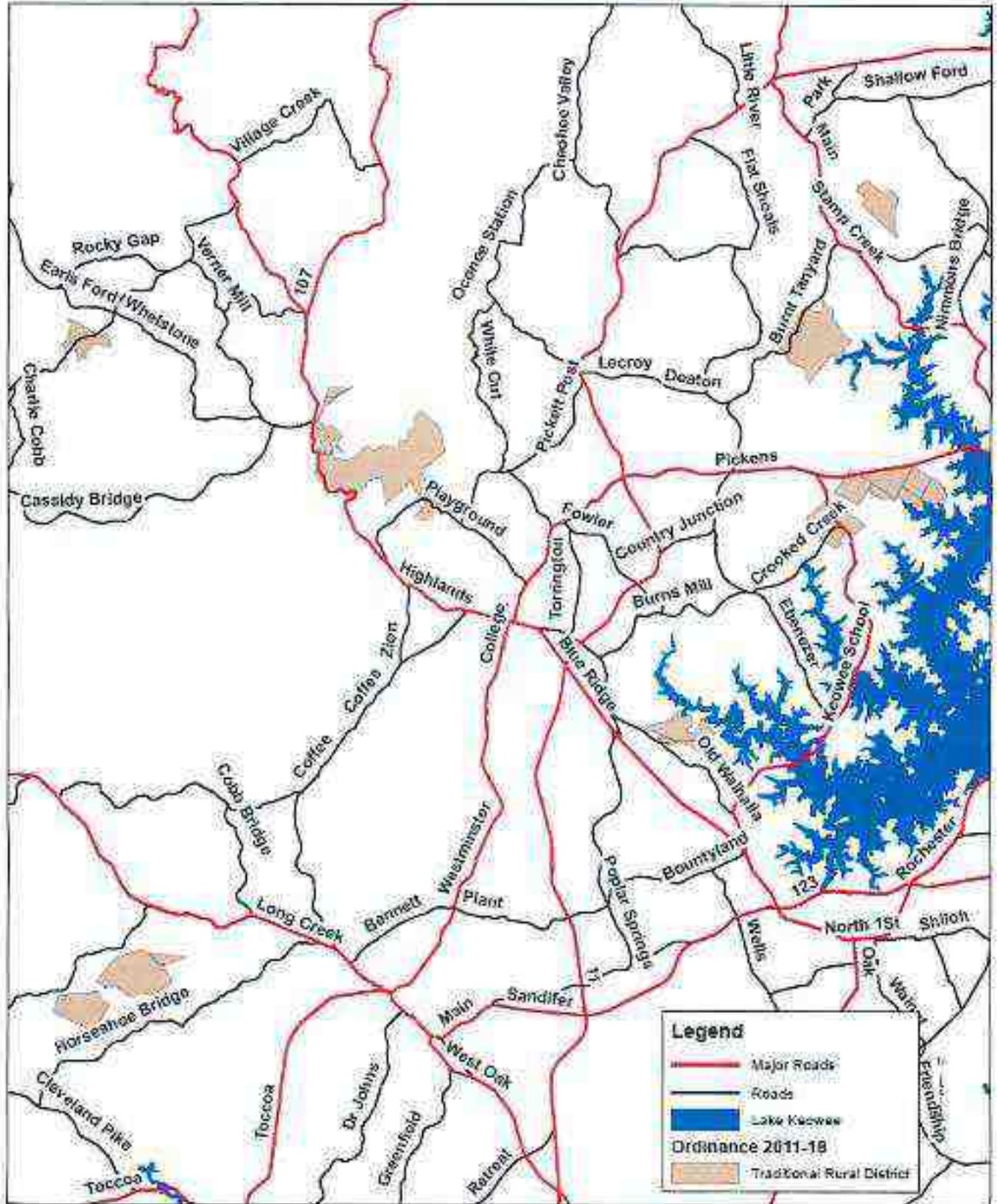
ATTEST:

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

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

APPENDIX A

Parcels Rezoned by Ordinance 2011-18



AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: December 6, 2011
COUNCIL MEETING TIME: 6:00 PM

ITEM TITLE OR DESCRIPTION:

3rd Reading of Ordinance 2011-20: "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 1st reading of Ordinance 2011-20 on September 6, 2011 and sent the issue to the Planning Commission for review. The Commission made a recommendation to Council on September 19, 2011. Council took the matter up for second reading on October 18, 2011 and took 2nd reading on the ordinance as recommended by the Planning Commission. Council also directed staff to schedule the public hearing.

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 below: N/A

STAFF RECOMMENDATION:

Take 3rd Reading on Ordinance 2011-20

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 2011-20

Reviewed By/ Initials:

_____ County Attorney _____ Finance _____ Grants _____ Procurement

Submitted or Prepared By:

Alicia E. Cobble

Department Head/Elected Official

Approved for Submittal to Council:

Scott Moulder

Scott Moulder, County Administrator

Council has directed that they reserve 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. 2011-20**

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 parcel, 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 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 District in Chapter 38 of the Code.

Parcel (Tax Identification Number)
335-03-01-001

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 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 District in Chapter 38 of the Code.

Parcel (Tax Identification Number)

335-03-01-002	335-03-01-012	335-03-01-022	335-03-01-032	335-03-01-042
335-03-01-003	335-03-01-013	335-03-01-023	335-03-01-033	335-03-01-043
335-03-01-004	335-03-01-014	335-03-01-024	335-03-01-034	335-03-01-044
335-03-01-005	335-03-01-015	335-03-01-025	335-03-01-035	
335-03-01-006	335-03-01-016	335-03-01-026	335-03-01-036	
335-03-01-007	335-03-01-017	335-03-01-027	335-03-01-037	
335-03-01-008	335-03-01-018	335-03-01-028	335-03-01-038	
335-03-01-009	335-03-01-019	335-03-01-029	335-03-01-039	
335-03-01-010	335-03-01-020	335-03-01-030	335-03-01-040	
335-03-01-011	335-03-01-021	335-03-01-031	335-03-01-041	

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

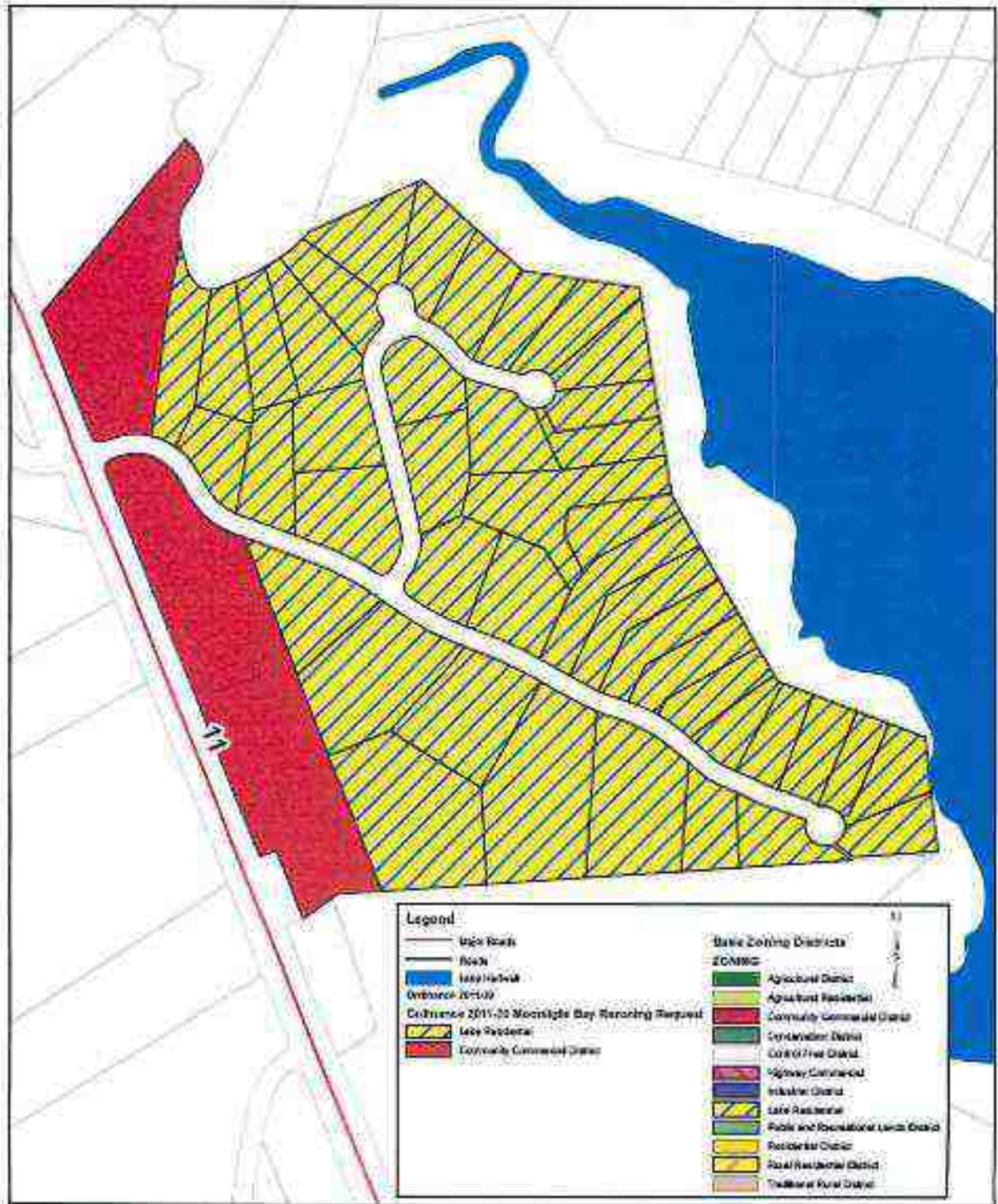
ATTEST:

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

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

APPENDIX A

Parcels Rezoned by Ordinance 2011-20



Ref: Southern Hartwell Rezoning Request

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

COUNCIL MEETING DATE: December 6, 2011
COUNCIL MEETING TIME: 6:00 PM

ITEM TITLE OR DESCRIPTION:

3rd Reading of Ordinance 2011-22: "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 1st reading of Ordinance 2011-22 on September 6, 2011 and sent the issue to the Planning Commission for review. The Commission made a recommendation to Council on September 19, 2011, Council took the matter up for second reading on October 18, 2011 and took 2nd reading on the ordinance as recommended by the Planning Commission. Council also directed staff to schedule the public hearing.

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 on Ordinance 2011-22.

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 2011-22

Reviewed By/ Initials:

_____ County Attorney _____ Finance _____ Grants _____ Procurement

Submitted or Prepared By:



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.

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE NO. 2011-22**

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 parcel, 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 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 District in Chapter 38 of the Code.

Parcel (Tax Identification Number)

341-00-10-009	341-00-10-048	341-00-10-050
341-00-10-034	341-00-10-049	

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 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 District in Chapter 38 of the Code.

Parcel (Tax Identification Number)

341-00-08-008	341-01-05-005	341-01-06-031	341-03-01-011	341-04-01-020
341-00-08-019	341-01-05-006	341-01-06-032	341-03-01-012	341-04-01-021
341-00-08-020	341-01-05-007	341-01-06-033	341-03-01-013	341-04-01-022
341-00-08-021	341-01-05-008	341-01-06-034	341-03-01-014	341-04-01-023
341-00-09-001	341-01-05-009	341-01-06-035	341-03-01-015	341-04-01-024
341-00-10-003	341-01-05-010	341-01-06-041	341-03-01-016	341-04-01-025
341-00-10-036	341-01-05-011	341-01-06-042	341-03-01-017	341-04-01-026
341-00-10-037	341-01-05-012	341-01-06-043	341-03-01-018	341-04-01-027
341-00-10-038	341-01-05-013	341-01-06-044	341-03-01-019	341-04-01-028
341-00-10-039	341-01-05-014	341-01-06-045	341-03-01-020	341-04-01-029
341-00-10-040	341-01-05-015	341-01-06-046	341-03-01-021	341-04-01-030
341-00-10-041	341-01-05-018	341-02-01-001	341-03-01-022	341-04-01-031
341-00-10-042	341-01-05-019	341-02-01-002	341-03-02-001	341-04-01-032
341-00-10-044	341-01-05-021	341-02-01-003	341-03-02-004	341-04-01-033
341-00-10-051	341-01-05-022	341-02-01-004	341-03-02-005	341-04-01-034
341-01-03-001	341-01-05-023	341-02-01-005	341-03-02-006	341-04-01-035
341-01-03-002	341-01-05-025	341-02-01-006	341-03-02-007	341-04-01-036
341-01-03-003	341-01-05-026	341-02-01-007	341-03-02-008	341-04-01-037
341-01-03-004	341-01-05-028	341-02-01-008	341-03-02-013	341-04-01-038
341-01-03-005	341-01-05-029	341-02-01-009	341-03-02-014	341-04-01-039
341-01-03-006	341-01-05-033	341-02-01-010	341-03-02-015	341-04-01-040
341-01-03-007	341-01-05-034	341-02-01-011	341-03-02-016	341-04-01-041
341-01-03-008	341-01-05-035	341-02-02-013	341-03-02-017	341-04-01-042
341-01-03-009	341-01-05-001	341-02-02-014	341-03-02-018	341-04-01-043
341-01-03-010	341-01-06-003	341-02-02-016	341-03-02-019	341-04-01-044
341-01-03-011	341-01-06-004	341-02-02-001	341-03-02-020	341-04-01-045
341-01-03-012	341-01-06-005	341-02-02-002	341-04-01-001	341-04-01-046
341-01-03-013	341-01-06-007	341-02-02-003	341-04-01-002	341-04-01-047

341-01-03-014	341-01-06-010	341-02-02-004	341-04-01-003	341-04-01-048
341-01-03-015	341-01-06-012	341-02-02-005	341-04-01-004	341-04-01-049
341-01-03-016	341-01-06-014	341-02-02-006	341-04-01-006	341-04-01-050
341-01-03-017	341-01-06-016	341-02-02-007	341-04-01-007	341-04-01-051
341-01-03-018	341-01-06-017	341-02-02-011	341-04-01-008	341-04-01-052
341-01-03-019	341-01-06-018	341-02-01-012	341-04-01-009	341-04-01-053
341-01-03-021	341-01-06-019	341-03-01-001	341-04-01-010	341-04-01-054
341-01-03-022	341-01-06-020	341-03-01-002	341-04-01-011	341-04-01-055
341-01-03-023	341-01-06-021	341-03-01-003	341-04-01-012	341-04-01-056
341-01-03-024	341-01-06-022	341-03-01-004	341-04-01-013	341-04-01-057
341-01-04-001	341-01-06-023	341-03-01-005	341-04-01-014	341-00-09-006
341-01-04-003	341-01-06-024	341-03-01-006	341-04-01-015	341-04-01-005
341-01-04-004	341-01-06-025	341-03-01-007	341-04-01-016	341-01-05-036
341-01-05-002	341-01-06-027	341-03-01-008	341-04-01-017	
341-01-05-003	341-01-06-028	341-03-01-009	341-04-01-018	
341-01-05-004	341-01-06-029	341-03-01-010	341-04-01-019	

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: October 18, 2011
 Public Hearing: December 6, 2011
 Third Reading: December 6, 2011

APPENDIX A

Parcels Rezoned by Ordinance 2011-22



AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: December 6, 2011
COUNCIL MEETING TIME: 6:00 PM

ITEM TITLE OR DESCRIPTION:

2nd Reading of Ordinance 2011-31: "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 November 7, 2011. After allowing opportunity for public comment and the staff's presentation, the Commission voted to recommend all parcels be zoned into the lake residential 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 2011-31 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:

[Signature]

Department Head/Elected Official

Approved for Submittal to Council:

[Signature]

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 17 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: Bayshore Request

Planning Commission Meeting Minutes from 11-07-2011

Item 6: Discussion and/or Consideration of Ordinance 2011-31, referenced as Bayshore Request

No Public Comment.

Mr. Gadsby reviewed the staff presentation with the Commission.

Discussion followed.

Ms. McPhail made a motion to approve the request as lake residential district. Ms. Heller 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.

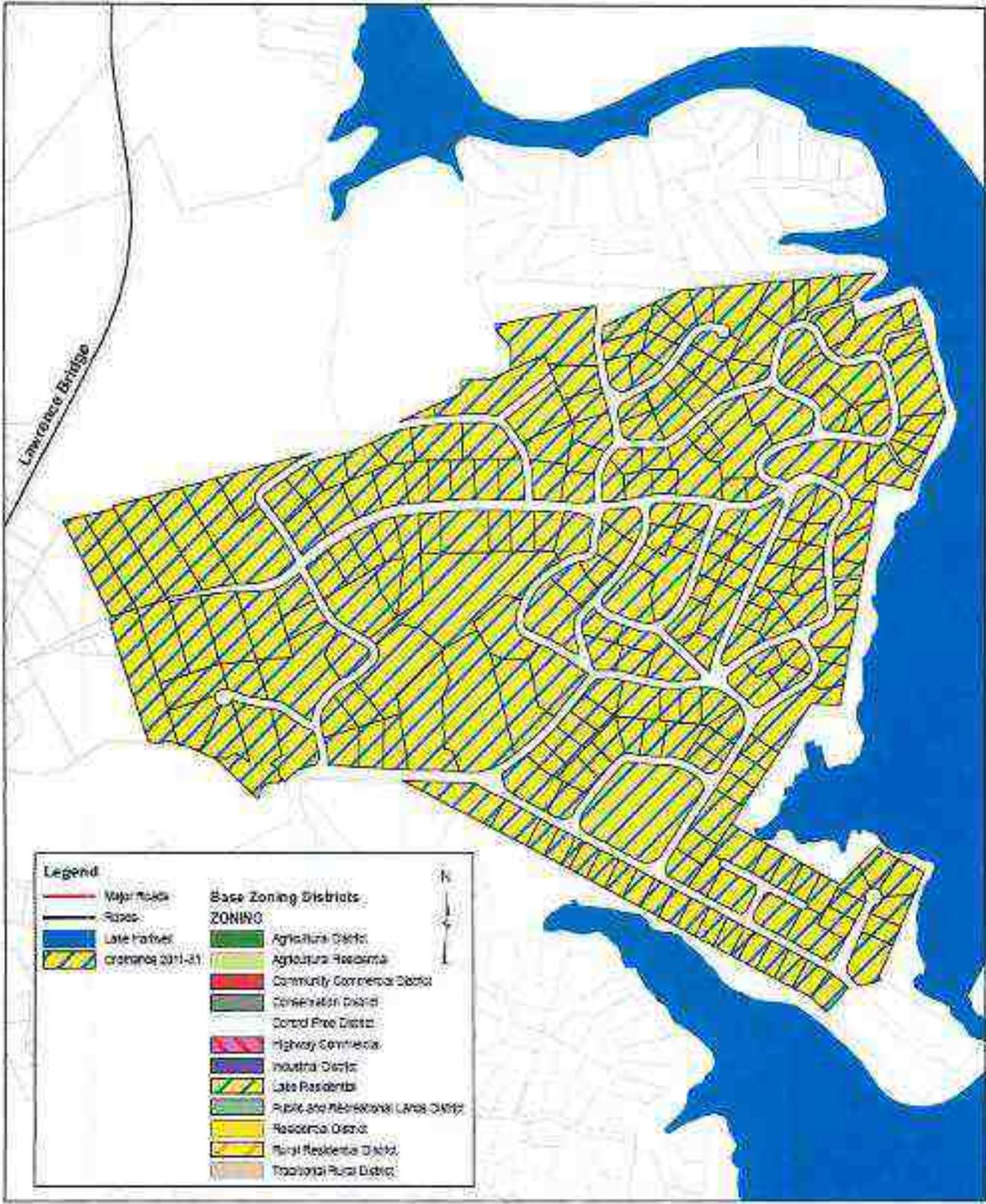
A calendar with due dates marked may be obtained from the Clerk to Council.

Ordinance 2011-31

Bayshore Request

November 7, 2011
Planning Commission
Meeting

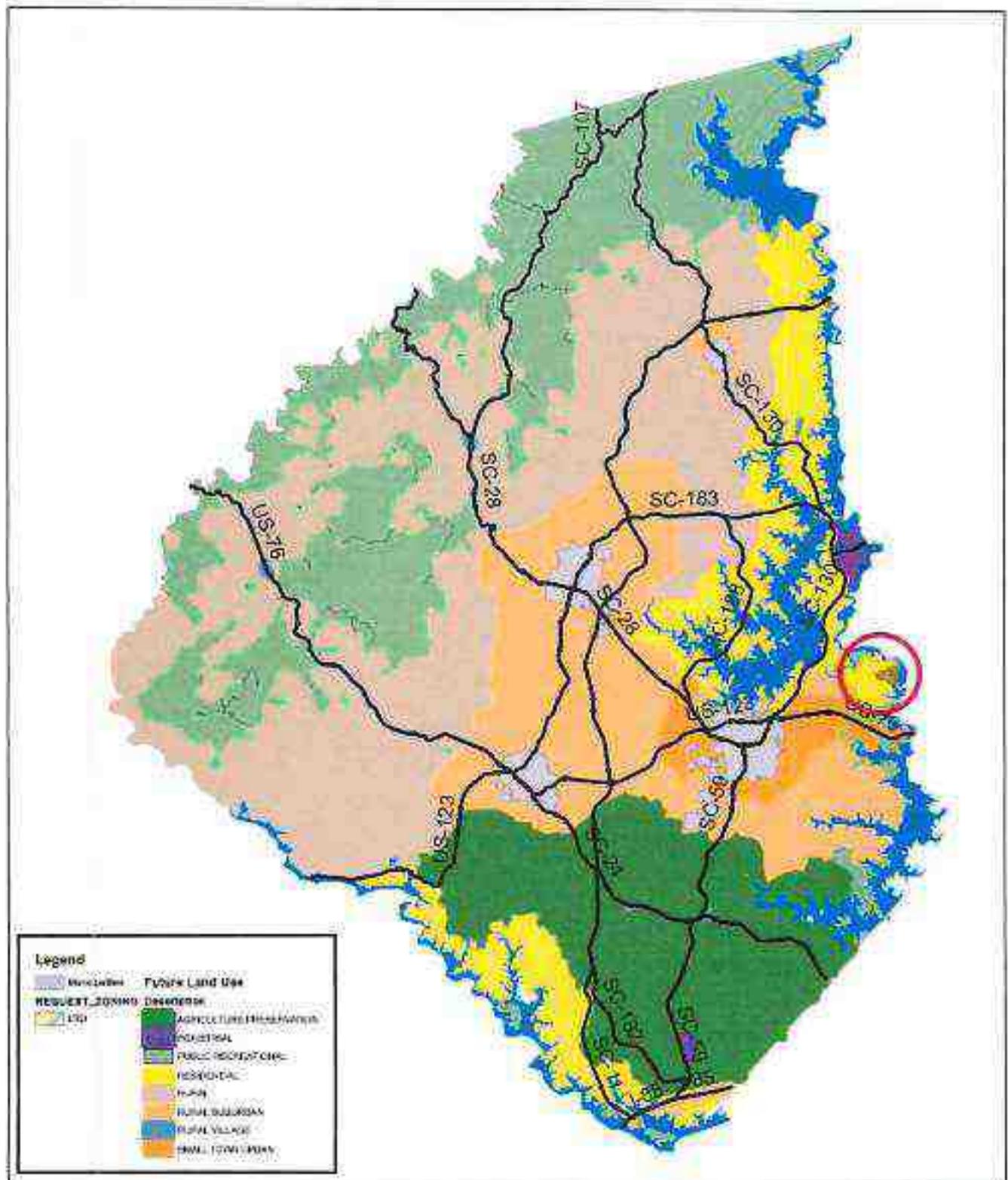
Map as Petitioned



Public Input Received to Date

- We have received no negative public input to date

Location on Future Land Use Map



Staff Recommendation

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

Map as Petitioned



**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE NO. 2011-31**

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 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 Lake Residential District in Chapter 38 of the Code.

Parcel (Tax Identification Number)

211-01-01-001	211-01-02-018	211-01-04-004	211-02-01-024	211-02-03-006
211-01-01-002	211-01-02-019	211-01-04-006	211-02-01-028	211-02-03-008
211-01-01-003	211-01-03-001	211-01-04-007	211-02-01-030	211-02-03-010
211-01-01-004	211-01-03-003	211-01-04-009	211-02-01-031	211-02-04-001
211-01-01-006	211-01-03-004	211-01-04-012	211-02-01-035	211-02-04-002
211-01-01-007	211-01-03-005	211-01-04-013	211-02-01-036	211-02-04-008
211-01-01-008	211-01-03-006	211-01-04-014	211-02-01-037	211-02-04-011
211-01-01-011	211-01-03-007	211-01-04-015	211-02-01-038	211-02-04-013
211-01-01-012	211-01-03-009	211-02-01-001	211-02-01-041	211-02-04-014
211-01-01-013	211-01-03-010	211-02-01-003	211-02-01-043	211-02-04-015
211-01-01-014	211-01-03-011	211-02-01-004	211-02-01-045	211-02-04-017
211-01-01-015	211-01-03-012	211-02-01-005	211-02-01-046	211-02-04-018
211-01-01-017	211-01-03-013	211-02-01-006	211-02-01-047	211-02-04-019
211-01-01-019	211-01-03-014	211-02-01-007	211-02-01-048	211-02-04-020
211-01-02-001	211-01-03-015	211-02-01-008	211-02-01-049	211-02-05-001
211-01-02-002	211-01-03-016	211-02-01-009	211-02-01-051	211-02-05-003
211-01-02-003	211-01-03-017	211-02-01-010	211-02-01-052	211-02-05-004
211-01-02-004	211-01-03-018	211-02-01-011	211-02-02-002	211-02-05-005
211-01-02-005	211-01-03-019	211-02-01-012	211-02-02-003	211-02-05-006
211-01-02-007	211-01-03-020	211-02-01-013	211-02-02-004	211-02-06-001
211-01-02-008	211-01-03-021	211-02-01-014	211-02-02-005	211-02-06-002
211-01-02-010	211-01-03-024	211-02-01-015	211-02-02-006	211-02-06-003
211-01-02-012	211-01-03-025	211-02-01-017	211-02-02-007	211-02-06-004
211-01-02-013	211-01-03-029	211-02-01-019	211-02-02-008	211-02-06-007
211-01-02-014	211-01-03-030	211-02-01-020	211-02-02-009	211-02-06-011
211-01-02-015	211-01-04-001	211-02-01-021	211-02-02-011	211-02-07-001
211-01-02-016	211-01-04-002	211-02-01-022	211-02-02-012	211-02-07-003
211-01-02-017	211-01-04-003	211-02-01-023	211-02-03-001	211-02-07-004
211-02-07-006	211-02-09-001	211-03-02-013	211-03-05-010	211-03-05-039
211-02-07-007	211-02-09-002	211-03-02-014	211-03-05-011	211-03-06-001
211-02-07-008	211-02-09-003	211-03-02-015	211-03-05-013	211-03-06-002
211-02-07-009	211-02-09-004	211-03-02-016	211-03-05-015	211-03-06-003
211-02-07-010	211-02-09-005	211-03-02-017	211-03-05-016	211-03-06-004
211-02-07-011	211-03-01-001	211-03-02-018	211-03-05-017	211-03-06-005
211-02-07-012	211-03-01-002	211-03-02-019	211-03-05-018	211-03-06-006
211-02-08-001	211-03-01-003	211-03-02-020	211-03-05-019	211-03-06-007

211-02-08-003	211-03-01-005	211-03-02-022	211-03-05-021	211-03-06-008
211-02-08-004	211-03-02-001	211-03-03-001	211-03-05-023	211-03-06-009
211-02-08-005	211-03-02-002	211-03-04-003	211-03-05-024	211-03-07-001
211-02-08-007	211-03-02-003	211-03-04-004	211-03-05-026	211-03-07-002
211-02-08-009	211-03-02-004	211-03-04-006	211-03-05-027	211-03-07-003
211-02-08-010	211-03-02-005	211-03-04-007	211-03-05-029	211-03-07-004
211-02-08-011	211-03-02-007	211-03-05-001	211-03-05-030	211-03-07-005
211-02-08-012	211-03-02-008	211-03-05-003	211-03-05-032	211-09-01-033
211-02-08-013	211-03-02-009	211-03-05-004	211-03-05-034	
211-02-08-014	211-03-02-010	211-03-05-005	211-03-05-035	
211-02-08-015	211-03-02-011	211-03-05-008	211-03-05-037	
211-02-08-016	211-03-02-012	211-03-05-009	211-03-05-038	

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: December 6, 2011
 Public Hearing:
 Third Reading:

APPENDIX A

Parcels Rezoned by Ordinance 2011-31



**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 6th day of December, 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: December 6, 2011
Public Hearing: December 6, 2011

Exhibit A

Survey of County Property

[see attached]

Exhibit A

Exhibit B

Prior Purchase Agreement

[see attached]

Exhibit C

New Purchase Agreement

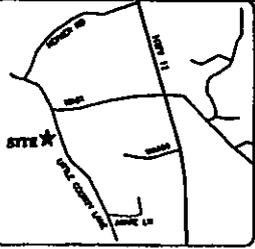
[see attached]

Exhibit A

Survey of County Property

[see attached]

Exhibit A



VICINITY MAP

LINE	BEARING	DISTANCE
L1	S87°08'11" W	27.75
L2	S11°17'23" E	17.10
L3	S21°05'29" E	71.10
L4	S47°25'11" E	11.10
L5	S37°00'21" E	20.10
L6	S37°05'29" E	25.10
L7	S37°05'29" E	25.10
L8	S37°05'29" E	25.10
L9	S37°05'29" E	25.10
L10	S37°05'29" E	25.10
L11	S37°05'29" E	25.10
L12	S37°05'29" E	25.10
L13	S37°05'29" E	25.10
L14	S37°05'29" E	25.10
L15	S37°05'29" E	25.10
L16	S37°05'29" E	25.10
L17	S37°05'29" E	25.10
L18	S37°05'29" E	25.10
L19	S37°05'29" E	25.10
L20	S37°05'29" E	25.10
L21	S37°05'29" E	25.10
L22	S37°05'29" E	25.10
L23	S37°05'29" E	25.10
L24	S37°05'29" E	25.10
L25	S37°05'29" E	25.10
L26	S37°05'29" E	25.10
L27	S37°05'29" E	25.10
L28	S37°05'29" E	25.10
L29	S37°05'29" E	25.10
L30	S37°05'29" E	25.10
L31	S37°05'29" E	25.10
L32	S37°05'29" E	25.10
L33	S37°05'29" E	25.10
L34	S37°05'29" E	25.10
L35	S37°05'29" E	25.10
L36	S37°05'29" E	25.10
L37	S37°05'29" E	25.10
L38	S37°05'29" E	25.10
L39	S37°05'29" E	25.10
L40	S37°05'29" E	25.10
L41	S37°05'29" E	25.10
L42	S37°05'29" E	25.10
L43	S37°05'29" E	25.10
L44	S37°05'29" E	25.10
L45	S37°05'29" E	25.10
L46	S37°05'29" E	25.10
L47	S37°05'29" E	25.10
L48	S37°05'29" E	25.10
L49	S37°05'29" E	25.10
L50	S37°05'29" E	25.10
L51	S37°05'29" E	25.10
L52	S37°05'29" E	25.10
L53	S37°05'29" E	25.10
L54	S37°05'29" E	25.10
L55	S37°05'29" E	25.10
L56	S37°05'29" E	25.10
L57	S37°05'29" E	25.10
L58	S37°05'29" E	25.10
L59	S37°05'29" E	25.10
L60	S37°05'29" E	25.10
L61	S37°05'29" E	25.10
L62	S37°05'29" E	25.10
L63	S37°05'29" E	25.10
L64	S37°05'29" E	25.10
L65	S37°05'29" E	25.10
L66	S37°05'29" E	25.10
L67	S37°05'29" E	25.10
L68	S37°05'29" E	25.10
L69	S37°05'29" E	25.10
L70	S37°05'29" E	25.10
L71	S37°05'29" E	25.10
L72	S37°05'29" E	25.10
L73	S37°05'29" E	25.10
L74	S37°05'29" E	25.10
L75	S37°05'29" E	25.10
L76	S37°05'29" E	25.10
L77	S37°05'29" E	25.10
L78	S37°05'29" E	25.10
L79	S37°05'29" E	25.10
L80	S37°05'29" E	25.10
L81	S37°05'29" E	25.10
L82	S37°05'29" E	25.10
L83	S37°05'29" E	25.10
L84	S37°05'29" E	25.10
L85	S37°05'29" E	25.10
L86	S37°05'29" E	25.10
L87	S37°05'29" E	25.10
L88	S37°05'29" E	25.10
L89	S37°05'29" E	25.10
L90	S37°05'29" E	25.10
L91	S37°05'29" E	25.10
L92	S37°05'29" E	25.10
L93	S37°05'29" E	25.10
L94	S37°05'29" E	25.10
L95	S37°05'29" E	25.10
L96	S37°05'29" E	25.10
L97	S37°05'29" E	25.10
L98	S37°05'29" E	25.10
L99	S37°05'29" E	25.10
L100	S37°05'29" E	25.10

JOYCE BARKER OWENS
DB 1700 .p. 203
PB 927 .p. 003
TAX MAP 205-00-05-005

THIS PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS, ZONING ORDINANCES, AND RIGHTS-OF-WAY OF RECORD OR NOT OF RECORD.

THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY THE SURVEYOR.

ALL UNDERGROUND UTILITIES ARE NOT SHOWN AND THEIR LOCATIONS ARE UNKNOWN TO ME.

I hereby state that to the best of my knowledge, information, and belief the survey shows herein was made in accordance with the requirements of the minimum standards manual for the practice of land surveying in South Carolina, and meets or exceeds the requirements for a Class B Survey as specified therein; also there are no visible encroachments or projections other than shown.

LEGEND

- 1/2" REBAR FOUND
- 1/2" REBAR SET
- 1/2" REBAR FOUND BY ROAD
- 1/2" REBAR SET BY ROAD
- POWER POLE
- LIGHT POLE

NOTES:

ALL PINS ARE 1/2" REBAR OR 1/2" PINS IN HOLES, UNLESS OTHERWISE NOTED.

SOUTHER
LAND SURVEYING

16265 ASHEVILLE HWY.
DODDAM, SC 29549
864-472-1248

NEW HORIZON ELECTRIC COOPERATIVE, INC.
OCONEE COUNTY, SOUTH CAROLINA
LEGAL REFERENCE: DB 1812 .p. 142
PB 8363 .p. 1
TAX MAP REFERENCE: P/O 221-00-01-001
13 SEPTEMBER 2011

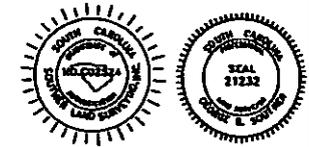
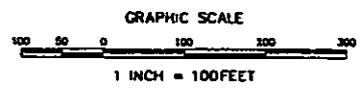
PLAT FOR OCONEE COUNTY BY LAVENDER, SMITH & ASS. INC. DATED OCT. 22, 2010
PLAT FOR ENGLAND PROPERTIES, LP BY JAMES G. HART, PLS DATED DEC. 27, 2005

TOTAL:
2.05 ACRES
89139.1 SQ. FT.

NEW HORIZON ELECTRIC COOPERATIVE, INC.
DB 1848 .p. 130
PB 8503 .p. 1

HASKELL CLARK
DB 1845 .p. 39
TAX MAP 205-00-01-023

OCONEE COUNTY
DB 1812 .p. 142
PB 8363 .p. 1
TAX MAP 221-00-01-001
PLAT FOR OCONEE COUNTY BY LAVENDER, SMITH & ASS. INC. DATED OCT. 22, 2010



GEORGE B. SOUTHER P.L.S. 21232
JOB NO. 03088-1



Exhibit B

Prior 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 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:

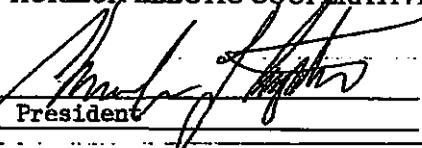
OCONEE COUNTY, SOUTH CAROLINA

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

FEE AGREEMENT

between

OCONEE COUNTY, SOUTH CAROLINA

and

**BASF CORPORATION,
A Delaware Corporation**

Dated as of December 1, 2011

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

TABLE OF CONTENTS

	Page
Recitals.....	1
ARTICLE I DEFINITIONS.....	3
ARTICLE II REPRESENTATIONS AND WARRANTIES	
Section 2.1 Representations of the County	9
Section 2.2 Representations of the Company.....	10
ARTICLE III COMMENCEMENT AND COMPLETION OF THE PROJECT	
Section 3.1 The Project.....	12
Section 3.2 Diligent Completion	12
ARTICLE IV PAYMENTS IN LIEU OF TAXES	
Section 4.1 Negotiated Payments	13
Section 4.2 Cost of Completion and Job Creation	16
Section 4.3 Payments in Lieu of Taxes on Replacement Property	18
Section 4.4 Reductions in Payments of Taxes Upon Removal, Condemnation or Casualty	19
Section 4.5 Place and Allocation of Payments in Lieu of Taxes	19
Section 4.6 Removal of Equipment.....	19
Section 4.7 Damage or Destruction of Project	20
Section 4.8 Condemnation.....	21
Section 4.9 Maintenance of Existence	21
Section 4.10 Indemnification Covenants.....	22
Section 4.11 Confidentiality/Limitation on Access to Project.....	22
Section 4.12 Assignment and Subletting.....	23
Section 4.13 Events of Default	23
Section 4.14 Remedies on Default	24
Section 4.15 Remedies Not Exclusive	24
Section 4.16 Reimbursement of Legal Fees and Expenses.....	25
Section 4.17 No Waiver.....	25
Section 4.18 Special Source Revenue Credit.....	25

ARTICLE V MISCELLANEOUS

Section 5.1	Notices	26
Section 5.2	Binding Effect.....	27
Section 5.3	Counterparts.....	27
Section 5.4	Governing Law	27
Section 5.5	Headings	28
Section 5.6	Amendments.....	28
Section 5.7	Further Assurance.....	28
Section 5.8	Severability	28
Section 5.9	Limited Obligation	28
Section 5.10	Force Majeure.....	29

Oconee County, South Carolina

FEE AGREEMENT

THIS FEE AGREEMENT (this "Fee Agreement") is made and entered into as of December 1, 2011, by and between OCONEE COUNTY, SOUTH CAROLINA (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina (the "State"), acting by and through the Oconee County Council (the "County Council") as the governing body of the County, and BASF Corporation (the "Company"), incorporated and existing under the laws of the State of Delaware.

WITNESSETH:

Recitals.

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

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

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

Pursuant to an Inducement Agreement executed by the County on November 15, 2011 and by the Company on December __, 2011 (referred to herein as the "Inducement Agreement") authorized by a resolution adopted by the County Council on November 15, 2011 (referred to herein as the "Inducement Resolution"), the Company has agreed to acquire and equip by construction, lease-purchase, lease or otherwise, a specialty chemical catalyst manufacturing and precious metal refining facility (the "Facility") which will be located in the County, which will consist of the acquisition, construction, installation, expansion, improvement, design and engineering, in phases, of additional or improved machinery and equipment, buildings, improvements or fixtures which will constitute the project (the "Project"). The Project in the Park (as hereinafter defined) in the County involves an initial taxable investment of at least \$60,000,000 in the County within five (5) years of the end of the Company tax year in which this Agreement is executed 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.

Pursuant to an Ordinance adopted on December 6, 2011 (the "Fee Ordinance"), as an inducement to the Company to develop the Project and at the Company's request, the County Council authorized the County to enter into a Fee Agreement with the Company which identifies

the property comprising the Project as Economic Development Property (as defined in the Act) under the Act subject to the terms and conditions hereof.

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

ARTICLE I

DEFINITIONS

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

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

"Authorized Company Representative" shall mean the President of the Company or any person designated from time to time to act on behalf of the Company by its President or one of its vice presidents, its chief executive officer, its general counsel, its treasurer or any assistant treasurer, its secretary, any assistant secretary, or senior personnel so designated by an officer of the corporation as evidenced by a written certificate or certificates furnished to the County containing the specimen signature of each such person, signed on behalf of the Company by its President, one of its vice presidents, its chief executive officer, its general counsel, its treasurer or any assistant

treasurer, its secretary, any assistant secretary or senior personnel so designated by an officer of the corporation. Such certificates may designate an alternate or alternates, and may designate different Authorized Company Representatives to act for the Company with respect to different sections of this Fee Agreement.

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

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

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

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

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

"Company" shall mean BASF Corporation, a corporation incorporated under the laws of the State of Delaware and duly qualified to transact business in the State.

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

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

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

"Diminution of Value" in respect of any Phase of the Project shall mean any reduction in the value based on original fair market value as determined in Step 1 of Section 4.1 of this Fee Agreement, of the items which constitute a part of the Phase which may be caused by (i) the Company's removal of equipment pursuant to Section 4.6 of this Fee Agreement, (ii) a casualty to the Phase of the Project, or any part thereof, described in Section 4.7 of this Fee Agreement or (iii) a condemnation to the Phase of the Project, or any part thereof, described in Section 4.8 of this Fee Agreement.

"Economic Development Property" shall mean all items of tangible Real Property and personal property, as defined herein, comprising the Project which are eligible for inclusion as economic development property under the Act, become subject to the Fee Agreement, and which are identified by the Company in connection with its required annual filing of a SCDOR PT-100, PT-300 or comparable form with the South Carolina Department of Revenue and Taxation (as such filing may be amended from time to time) for each year within the Investment Period. Title to all Economic Development Property shall at all times remain vested in the Company.

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

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

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

"Fee Agreement" shall mean this Fee Agreement.

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

"FILOT Revenues" shall mean the payments in lieu of taxes which the Company is obligated to pay to the County pursuant to Section 4.1 hereof.

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

"Inducement Agreement" shall mean the Inducement Agreement entered into between the County on November 15, 2011 and the Company on December __, 2011 as authorized by the Inducement Resolution.

"Inducement Resolution" shall mean the resolution of the County Council adopted on November 15, 2011, authorizing the County to enter into the Inducement Agreement.

"Investment Period" shall mean the period commencing January 1, 2011, and ending on the last day of the fifth (5th) property tax year following the property tax year in which this Agreement is executed if the minimum statutory investment is made within the statutory period.

“Minimum Investment” shall mean that the Company shall invest under and pursuant to the Fee Agreement not less than Sixty Million Dollars (\$60,000,000) in qualifying, new taxable investment in the Project by the end of the fifth (5th) year after the year of execution of the Fee Agreement, and that \$60,000,000 of that investment shall be maintained for the initial ten (10) years of the Fee Agreement, without regard to depreciation and \$25,000,000 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 made and maintained in accordance with the Act.

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

“Park Agreement” shall mean the Agreement for Development of an Industrial/Business Park for the Park between the County and Pickens County dated January 16, 2007, as amended from time to time by adding the Project site to that Pickens Park.

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

"Phase Termination Date" shall mean with respect to each Phase of the Project the day twenty years after each such Phase of the Project becomes subject to the terms of this Fee Agreement. Anything contained herein to the contrary notwithstanding, the last Phase Termination Date shall be no later than the later of: (a) December 31, 2036 or December 31, 2041, if an additional extension of time in which to complete the Project is hereinafter granted by the County pursuant to Section 12-44-30(13) of the Act, and utilized by the Company by making the required investments, or (b) December 31 of the year of the expiration of the maximum period of years that the annual fee payment is available to the Company under Section 12-44-30(20) of the Act, as

amended, but only if the County subsequently agrees to such a maximum number of years exceeding twenty and such agreement is approved by the County Council and reduced to writing.

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

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

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

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

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

"Special Source Revenue Credit" shall mean the credit against the fee in lieu of tax payments to be made by the Company to the County as authorized by Section 4-1-175 of the Code and Section 4.9 hereof.

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

ARTICLE II

REPRESENTATIONS AND WARRANTIES

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

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

(b) The Project, as represented by the Company to the County, constitutes a "project" within the meaning of the Act.

(c) By due corporate action, the County has agreed that, subject to compliance with applicable laws, each item of real and tangible personal property comprising the Project shall be considered Economic Development Property under the Act. The Authorized County Representative is to take all administrative or managerial actions to be taken or consented to by the County pursuant to this Agreement.

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

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

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

(c) The Company intends to operate the Project as a "Project" within the meaning of the Act as in effect on the date hereof. The Company intends to operate the Project for the purpose of the development of a specialty chemical catalyst manufacturing and precious metal refining facility and other legal activities and functions with respect thereto, and for such other purposes permitted under the Act as the Company may deem appropriate.

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

(e) The Company anticipates that the cost of the project will be at least \$60,000,000 in qualifying taxable investment in eligible, Economic Development Property in the County within five (5) years of the end of the Company tax year in which this Agreement is executed. The Company will invest not less than Sixty Million Dollars (\$60,000,000) in Economic Development Property, subject to the fee in the Project by the end of the fifth succeeding year following the year of the execution of the Fee Agreement, or lose the benefits of this Agreement retroactively to the outset, with interest and repayment due to the County for both FILOT payments and Special Source Revenue Credit, as though the Minimum Investment requirements of the Act had not been met. Should such \$60,000,000 Minimum Investment, without regard to depreciation, not be maintained for the initial ten (10) years of the Fee Agreement and \$25,000,000 of the same investment, without regard to depreciation, be maintained for the remaining ten (10) years of the initial term of the Fee Agreement, all as required by this Agreement and the Act, at any point in time, after having once been achieved, the Company will lose the benefit of the Fee Agreement and Special Source Revenue Credit and the Project will revert to normal tax treatment, pursuant to Section 12-44-140(B) of the Act, prospectively, from the point at which such maintenance requirement is lost.

ARTICLE III

COMMENCEMENT AND COMPLETION OF THE PROJECT

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

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

Section 3.2 Diligent Completion. The Company agrees to use its reasonable efforts to cause the acquisition, construction and installation of the Project to be completed as soon as practicable, but in any event on or prior to December 31, 2016, or on or prior to December 31, 2016 if not less than \$60,000,000 of Economic Development Property is invested in the Project on or prior to December 31, 2016 and the County agrees to an extension of the investment period hereof by resolution. Anything contained in this Agreement to the contrary notwithstanding, the Company shall not be obligated to complete the acquisition of the Project in the event that it pays all amounts due from and by it under the terms of this Fee Agreement, and provided that the Company may lose the benefit of this Fee Agreement if it does not complete the Project, and may owe repayment to the County under the terms hereof in certain such circumstances.

ARTICLE IV

PAYMENTS IN LIEU OF TAXES

Section 4.1 Negotiated Payments. Pursuant to Section 12-44-50 of the Act, the Company is required to make payments in lieu of ad valorem taxes to the County with respect to the Project. Inasmuch as the Company anticipates the Project will involve an initial investment of sufficient sums to qualify to enter into a fee in lieu of tax (“FILOT”) arrangement under Section 12-44-50(A)(1) of the Act, and to meet the investment representations of Section 2.2(f), hereof, the County and the Company have negotiated the amount of the payments in lieu of taxes in accordance therewith. In accordance therewith, the Company shall make payments in lieu of ad valorem taxes on all Economic Development Property which comprises the Project and is placed in service, as follows: the Company shall make payments in lieu of ad valorem taxes with respect to each Phase of the Project placed in service on or before each December 31 through December 31, 2016, in non-exempt Economic Development Property, said payments to be made annually and to be due and payable and subject to penalty assessments on the same dates and in the same manner as prescribed by the County for ad valorem taxes. The amount of such annual payments in lieu of taxes shall be determined by the following procedure (subject, in any event, to the required procedures under the Act):

- Step 1: Determine the fair market value of the Phase of the Project placed in service in any given year for such year and for the following 19 years using the original income tax basis for State income tax purposes less depreciation for each year allowable to the Company for any personal property as determined in accordance with Title 12 of the Code, as amended and in effect on December 31 of the year in which each Phase becomes subject to the Fee Agreement, except that no

extraordinary obsolescence shall be allowable but taking into account all applicable property tax exemptions which would be allowed to the Company under State law, if the property were taxable, except those exemptions specifically disallowed under Section 12-44-50(A)(2) of the Act, as amended and in effect on December 31 of the year in which each Phase becomes subject to the Fee Agreement.

Step 2: Apply an assessment ratio of six percent (6%) to the fair market value as determined for each year in Step 1 to establish the taxable value of each Phase of the Project in the year it is placed in service and in each of the nineteen years thereafter or such longer period of years that the annual fee payment is permitted to be made by the Company under the Act, as amended, if the County approves, in writing, the use of such longer period created by any such amendment.

Step 3: Multiply the taxable values, from Step 2, by the millage rate in effect for the Project site on June 30, 2011, which the parties believe to be 208.1 mills (which millage rate shall remain fixed for the term of this Fee Agreement), to determine the amount of the payments in lieu of taxes which would be due in each of the twenty years listed on the payment dates prescribed by the County for such payments, or such longer period of years that the County may subsequently agree, in writing, that the annual fee payment is permitted to be made by the Company under the Act, as amended.

Subject to the terms and provisions herein contained and with the consent of the County, with respect to each Phase, this Agreement shall be and remain in full force and effect for a term commencing on the date hereof, and ending at midnight on December 31 of the year which is the nineteenth (19th) year following the first year in which each Phase is placed in service, unless sooner terminated as herein permitted; provided that, if at the expiration of the term of this Agreement payment of all FILOT Payments under this Section 4.01 relating to the operation of the Project during such term have not been made, such term shall expire on such later date as such payments shall have been made in full or so provided for; provided, further; that such extension of

such term shall not increase the number of FILOT Payments for which the Company qualifies under this Section.

The Company and the County understand that legislation is being considered that would clarify that Section 12-44-30(21) of the Act authorizes fee in lieu of tax agreements with termination dates that are no later than the last day of a property tax year that is 29 years following the property tax year in which an applicable piece of economic development property is placed in service. The Company and the County agree that their intention is for the benefits provided under this Agreement to apply for 20 years with respect to each Phase. The County agrees that if, and only if, this Agreement would otherwise be deemed unenforceable by virtue of such 20 year term, the term shall be extended to December 31 of the year which is the twenty-ninth (29th) year following the first year in which each Phase is placed in service, provided that in such case, the Company agrees to elect to terminate the Agreement with respect to each Phase after the Company has received 20 years of benefits with respect to such Phase.

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

In the event that the Act and/or the above-described payments in lieu of taxes are declared invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions that such payments be reformed so as to most closely effectuate the legal, valid, and enforceable intent

thereof and so as to afford the Company with the benefits to be derived herefrom, it being the intention of the County to offer the Company a strong inducement to locate the Project in the County. If the Project is deemed to be subject to ad valorem taxation, the payment in lieu of ad valorem taxes to be paid to the County by the Company shall become equal to the amount which would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the Project did not constitute Economic Development Property under the Act, but with appropriate reductions equivalent to all tax exemptions which would be afforded to the Company if the Project was and had not been Economic Development Property under the Act. In such event, any amount determined to be due and owing to the County from the Company, with respect to a year or years for which payments in lieu of ad valorem taxes have been previously remitted by the Company to the County hereunder, shall be reduced by the actual amount of payments in lieu of ad valorem taxes already made by the Company with respect to the Project pursuant to the terms hereof.

Section 4.2 Cost of Completion. In the event that the cost of completion of the Project has not exceeded \$60,000,000 in non-exempt Economic Development Property, as required under Section 12-44-30(13) of the Act by December 31, 2016, at the Project in the Park by that date, then beginning with the payment due in 2017, the payment in lieu of ad valorem taxes to be paid to the County by the Company shall become equal to the amount as would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the items of property comprising the Project were not Economic Development Property, but with appropriate reductions equivalent to all tax exemptions which would be afforded

to the Company in such a case, and the Investment Period will be terminated at that point. In addition to the foregoing, the Company shall pay to the County an amount which is equal to the excess, if any, of (i) the total amount of ad valorem taxes that would have been payable to the County with respect to the Project through and including 2016 using the calculations described in this Section, over, (ii) the total net amount of payments in lieu of ad valorem taxes actually made by the Company with respect to the Project through and including 2016. Any amounts determined owing pursuant to the foregoing sentence shall be subject to interest as provided in the Act. Further, in the event, thereafter, that the investment in the Project, without regard to depreciation falls below \$60,000,000, during the first ten (10) years that this Fee Agreement is in effect, or below \$25,000,000 of such new investment, without regard to depreciation during the second ten (10) years that this Fee Agreement is in effect, the payment in lieu of ad valorem taxes to be paid to the County by the Company from such respective point on, for the duration of this Fee Agreement shall become equal to the amount as would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the items of property comprising the Project were not Economic Development Property, but with appropriate reductions equivalent to all tax exemptions which would be afforded to the Company in such a case, and the Investment Period and Special Source Revenue Credit will be terminated at that point at which the investment in the Project, without regard to depreciation, falls below such \$60,000,000 or \$25,000,000, respectively.

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

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

which shall be deemed to have been made shall be the greater of such number of annual payments; and

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

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

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

Section 4.6 Removal of Equipment. Provided that no Event of Default shall have occurred and be continuing under this Fee Agreement, and subject to Section 4.2 and Section 4.4, hereof, the Company shall be entitled to remove the following types of components or Phases of the Project from the Project with the result that said components or Phases (the "Removed Components") shall no longer be considered a part of the Project and shall no longer be subject to

the terms of this Fee Agreement: (a) components or Phases which become subject to statutory payments in lieu of ad valorem taxes; (b) components or Phases of the Project or portions thereof which the Company, in its sole discretion, determines to be inadequate, obsolete, uneconomic, worn-out, damaged, unsuitable, undesirable or unnecessary; or (c) components or Phases of the Project or portions thereof which the Company, in its sole discretion, elects to remove pursuant to Section 4.7(c) or Section 4.8(b)(iii) hereof. The Company shall provide annual written notice to the County of the Removed Components in conjunction with the filing of the PT300 property tax form.

Section 4.7 Damage or Destruction of Project.

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

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

(c) Election to Remove. In the event the Company elects not to terminate this Agreement pursuant to subsection (a) and elects not to rebuild pursuant to subsection (b), the

damaged portions of the Project shall be treated as Removed Components, subject to Section 4.2 and Section 4.4 hereof.

Section 4.8 Condemnation.

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

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

Section 4.9 Maintenance of Existence. The Company agrees (i) that it shall not take any action which will materially impair the maintenance of its company existence and (ii) that it will maintain its good standing under all applicable provisions of State law. Provided, however, the

Company may merge with or be acquired by another company so long as the surviving Company has a net asset value equal to or greater than that of the Company's net asset value.

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

Section 4.11 Confidentiality/Limitation on Access to Project. The County acknowledges and understands that the Company utilizes confidential and proprietary "state of the art" equipment and techniques and that any disclosure of any information relating to such equipment or techniques, including but not limited to disclosures of financial or other information concerning the Company's operations could result in substantial harm to the Company and could thereby have a significant detrimental impact on the Company's employees and also upon the County. Therefore, the County agrees that, except as required by law and pursuant to the County's police powers, neither the County nor any employee, agent or contractor of the County: (i) shall request or be entitled to receive any such confidential or proprietary information; or (ii) shall request or be entitled to inspect the Project, the Facility or any property associated therewith; provided, however, that if an Event of Default shall have occurred and be continuing hereunder, the County shall be entitled to

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

Section 4.12 Assignment and Subletting. This Fee Agreement may be assigned in whole or in part and the Project may be subleased as a whole or in part by the Company with the prior consent of the County, which consent will not unreasonably be withheld, so long as such assignment or sublease is made in compliance with Section 12-44-120 of the Act.

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

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

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

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

(a) Terminate the Fee Agreement and Special Source Revenue Credit; or

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

Section 4.15 Remedies Not Exclusive. No remedy conferred upon or reserved to the County under this Fee Agreement is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other lawful remedy now or hereafter existing. No delay or omission to exercise any right or power accruing upon any continuing default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time

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

Section 4.16 Reimbursement of Legal Fees and Expenses. The Company agrees to reimburse or otherwise pay, on behalf of the County, any and all expenses not hereinbefore mentioned incurred by the County in connection with the Project. Further if the Company shall default under any of the provisions of this Fee Agreement and the County shall employ attorneys or incur other reasonable expenses for the collection of payments due hereunder or for the enforcement of performance or observance of any obligation or agreement on the part of the Company contained herein, the Company will, within thirty (30) days of demand therefor, reimburse the reasonable fees of such attorneys and such other reasonable expenses so incurred by the County.

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

Section 4.18 Special Source Revenue Credit. The County agrees that the Company shall be entitled to a Special Source Revenue Credit, to be taken as a set off against the FILOT payments for the Project in the Park owed, pursuant to Section 4.1, hereof, in each of ten (10) consecutive

years of such FILOT payments, in an annual amount equal to Twenty (20%) percent of the net FILOT payments (after payment of the MCIP partner county fee) generated by the Project in the Park commencing in the property tax year in which the total new, taxable investment of the Company in the Project equals or exceeds \$25,000,000 and continuing for the next nine (9) years thereafter, but not to exceed the actual cost of the Infrastructure, totally or in any given year. Such Special Source Revenue Credit may be taken by the applicable Company only to the extent that such Company has invested in "Qualifying Improvements" as defined in Section 12-44-70(B)(2) of the Act. The Company shall be responsible for certifying to the County the amount of Qualified Improvements incurred. Based on this certification, the Treasurer of the County shall display and subtract the Special Source Revenue Credit from the fee in lieu of tax payment statement sent to the Company for the duration of the Special Source Revenue Credit. At no time shall the aggregate of Special Source Revenue Credit received by the Company exceed the certified amount of Qualified Improvements.

ARTICLE V

MISCELLANEOUS

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

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

AS TO THE COMPANY: BASF CORPORATION
554 Engelhard Drive
Seneca, South Carolina 29679

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

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

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

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

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

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

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

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

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

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

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

OCONEE COUNTY, SOUTH CAROLINA

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

ATTEST:

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

WITNESSES:

BASF CORPORATION,
a Delaware Corporation

By: _____
Anthony Germinario
Its: Director, State Taxes

EXHIBIT A
BASF PROPERTY

**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 BASF CORPORATION; THE GRANTING OF SPECIAL SOURCE REVENUE CREDIT; 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, BASF Corporation, 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, apparatus, 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

Cost/Benefit Analysis
Proeject BASF
Oconee County

Project Data

New Building (Construction)	\$	14,000,000
Existing Building	\$	-
Land Cost	\$	-
Equipment (Less Pollution Cor	\$	48,000,000
Employees		25
Avg. Hourly Wage	\$	17.00
Avg. Salary	\$	34,000
Total Direct Payroll	\$	850,000

Project Multipliers

Income		1.00
Investment -- Construction		1.33
Investment -- Machinery		0.20

Employment Impacts

Employment -- Direct		25
Employment -- Indirect		0
<u>Total Employment Impact</u>		<u>25</u>

Net Costs	<u>Year 1</u>	<u>20-Year NPV</u>
Local	\$ 303,334	\$ 2,852,266
<u>Total State & Local Costs</u>	<u>\$ 303,334</u>	<u>\$ 2,852,266</u>
 Net Benefits		
Local	\$ 544,743	\$ 3,607,647
Local Economy	\$ 35,440,000	\$ 34,772,045
<u>Total Local Benefits</u>	<u>\$ 35,984,743</u>	<u>\$ 38,379,692</u>

	Year 1	20-Year NPV
Local Government Costs		
Fee-in-Lieu of Property Taxes	\$ 125,238	\$ 1,864,915
MCP Split	\$ 8,481	\$ 64,599
Special Source	\$ 169,615	\$ 922,752
Gov't Services	\$ -	\$ -
Education Costs	\$ -	\$ -
Site Acquisition	\$ -	\$ -
Site Preparation	\$ -	\$ -
Site Utilities	\$ -	\$ -
Special Infrastructure	\$ -	\$ -
Equipment / Machinery	\$ -	\$ -
Special Development Financing	\$ -	\$ -
Consulting/ Special Studies	\$ -	\$ -
Waived Fees / Permits	\$ -	\$ -
Streamlined Approvals	\$ -	\$ -
Total Value of Costs	\$ 303,334	\$ 2,852,266
Local Government Benefits		
Taxes from existing building	\$ -	\$ -
Direct Property Taxes	\$ 848,077	\$ 6,459,913
New Residential Prop. Taxes		
Single family - (Owner occupied)	\$ -	\$ -
Single Family - (Rental)	\$ -	\$ -
Multi-family (Rental)	\$ -	\$ -
Prop. Taxes from New Autos	\$ -	\$ -
LOST from Const. Materials	\$ -	\$ -
LOST from Increase Retail Sales	\$ -	\$ -
LOST from Operational Supplies	\$ -	\$ -
Public Utilities	\$ -	\$ -
Total Value of Benefits	\$ 848,077	\$ 6,459,913
Net Local Benefits	\$ 544,743	\$ 3,607,647
Local Benefit/Cost Ratio	2:1	1:1
Local Economy Benefits		
Total Private Sector Benefits	\$ 35,440,000	\$ 34,772,045

Property taxes

Equipment	\$	48,000,000		Mfg. Real	Other Real
		Mfg.	Other	Assessment	Assessment
Depreciation rate		0.11	0.2	10.5%	10.5%
Maximum depreciation	\$	4,800,000			Starting
Annual Dep. Rate		0.11			Millage
Real Assessment		6.0%			0.2124
Personal Assessment		6.0%			

Year	Real Property	Personal Property	Real Assessment	Personal Assessment	Total Assessed Value	Applicable FILOT Millage	Total Millage	FILOT Payment
1	\$ 14,000,000	\$ 42,720,000	6.0%	6.0%	\$ 3,403,200	0.2124	0.2124	\$ 722,840
2	\$ 14,000,000	\$ 37,440,000	6.0%	6.0%	\$ 3,086,400	0.2124	0.2145	\$ 655,551
3	\$ 14,000,000	\$ 32,160,000	6.0%	6.0%	\$ 2,769,600	0.2124	0.2167	\$ 588,263
4	\$ 14,000,000	\$ 26,880,000	6.0%	6.0%	\$ 2,452,800	0.2124	0.2188	\$ 520,975
5	\$ 14,000,000	\$ 21,600,000	6.0%	6.0%	\$ 2,136,000	0.2124	0.2210	\$ 453,686
6	\$ 14,000,000	\$ 16,320,000	6.0%	6.0%	\$ 1,819,200	0.2124	0.2232	\$ 386,398
7	\$ 14,000,000	\$ 11,040,000	6.0%	6.0%	\$ 1,502,400	0.2124	0.2255	\$ 319,110
8	\$ 14,000,000	\$ 5,760,000	6.0%	6.0%	\$ 1,185,600	0.2124	0.2277	\$ 251,821
9	\$ 14,000,000	\$ 4,800,000	6.0%	6.0%	\$ 1,128,000	0.2124	0.2300	\$ 239,587
10	\$ 14,000,000	\$ 4,800,000	6.0%	6.0%	\$ 1,128,000	0.2124	0.2323	\$ 239,587
11	\$ 14,000,000	\$ 4,800,000	6.0%	6.0%	\$ 1,128,000	0.2124	0.2346	\$ 239,587
12	\$ 14,000,000	\$ 4,800,000	6.0%	6.0%	\$ 1,128,000	0.2124	0.2370	\$ 239,587
13	\$ 14,000,000	\$ 4,800,000	6.0%	6.0%	\$ 1,128,000	0.2124	0.2393	\$ 239,587
14	\$ 14,000,000	\$ 4,800,000	6.0%	6.0%	\$ 1,128,000	0.2124	0.2417	\$ 239,587
15	\$ 14,000,000	\$ 4,800,000	6.0%	6.0%	\$ 1,128,000	0.2124	0.2441	\$ 239,587
16	\$ 14,000,000	\$ 4,800,000	6.0%	6.0%	\$ 1,128,000	0.2124	0.2466	\$ 239,587
17	\$ 14,000,000	\$ 4,800,000	6.0%	6.0%	\$ 1,128,000	0.2124	0.2491	\$ 239,587
18	\$ 14,000,000	\$ 4,800,000	6.0%	6.0%	\$ 1,128,000	0.2124	0.2515	\$ 239,587
19	\$ 14,000,000	\$ 4,800,000	6.0%	6.0%	\$ 1,128,000	0.2124	0.2541	\$ 239,587
20	\$ 14,000,000	\$ 4,800,000	6.0%	6.0%	\$ 1,128,000	0.2124	0.2566	\$ 239,587

Year	Real Property	Personal Property	Real Assessment	Personal Assessment	Total mills	Abated Mills	Applicable Millage	Property Tax Liability
1	\$ 14,000,000	\$ 42,720,000	10.5%	10.5%	0.212	0.07	0.142	\$ 848,077
2	\$ 14,000,000	\$ 37,440,000	10.5%	10.5%	0.215	0.071	0.144	\$ 776,822
3	\$ 14,000,000	\$ 32,160,000	10.5%	10.5%	0.217	0.071	0.145	\$ 704,057
4	\$ 14,000,000	\$ 26,880,000	10.5%	10.5%	0.219	0.072	0.147	\$ 629,759
5	\$ 14,000,000	\$ 21,600,000	10.5%	10.5%	0.221	0.073	0.148	\$ 553,904

6	\$	14,000,000	\$	16,320,000	10.5%	10.5%	0.223	0.223	\$	710,689
7	\$	14,000,000	\$	11,040,000	10.5%	10.5%	0.225	0.225	\$	592,798
8	\$	14,000,000	\$	5,760,000	10.5%	10.5%	0.228	0.228	\$	472,477
9	\$	14,000,000	\$	4,800,000	10.5%	10.5%	0.230	0.230	\$	454,018
10	\$	14,000,000	\$	4,800,000	10.5%	10.5%	0.232	0.232	\$	458,558
11	\$	14,000,000	\$	4,800,000	10.5%	10.5%	0.235	0.235	\$	463,143
12	\$	14,000,000	\$	4,800,000	10.5%	10.5%	0.237	0.237	\$	467,775
13	\$	14,000,000	\$	4,800,000	10.5%	10.5%	0.239	0.239	\$	472,452
14	\$	14,000,000	\$	4,800,000	10.5%	10.5%	0.242	0.242	\$	477,177
15	\$	14,000,000	\$	4,800,000	10.5%	10.5%	0.244	0.244	\$	481,949
16	\$	14,000,000	\$	4,800,000	10.5%	10.5%	0.247	0.247	\$	486,768
17	\$	14,000,000	\$	4,800,000	10.5%	10.5%	0.249	0.249	\$	491,636
18	\$	14,000,000	\$	4,800,000	10.5%	10.5%	0.252	0.252	\$	496,552
19	\$	14,000,000	\$	4,800,000	10.5%	10.5%	0.254	0.254	\$	501,518
20	\$	14,000,000	\$	4,800,000	10.5%	10.5%	0.257	0.257	\$	506,533

Existing Building

Year	Real Property	Real Assessment	Total mills	Abated Mills	Applicable Millage	Property Tax Liability
1	\$ -	10.5%	0.212	0.07	0.142	\$ -
2	\$ -	10.5%	0.215	0.071	0.144	\$ -
3	\$ -	10.5%	0.217	0.071	0.145	\$ -
4	\$ -	10.5%	0.219	0.072	0.147	\$ -
5	\$ -	10.5%	0.221	0.073	0.148	\$ -
6	\$ -	10.5%	0.223		0.223	\$ -
7	\$ -	10.5%	0.225		0.225	\$ -
8	\$ -	10.5%	0.228		0.228	\$ -
9	\$ -	10.5%	0.230		0.230	\$ -
10	\$ -	10.5%	0.232		0.232	\$ -
11	\$ -	10.5%	0.235		0.235	\$ -
12	\$ -	10.5%	0.237		0.237	\$ -
13	\$ -	10.5%	0.239		0.239	\$ -
14	\$ -	10.5%	0.242		0.242	\$ -
15	\$ -	10.5%	0.244		0.244	\$ -
16	\$ -	10.5%	0.247		0.247	\$ -
17	\$ -	10.5%	0.249		0.249	\$ -
18	\$ -	10.5%	0.252		0.252	\$ -
19	\$ -	10.5%	0.254		0.254	\$ -
20	\$ -	10.5%	0.257		0.257	\$ -

Private Benefits	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9
Payroll -- Direct		\$425,000	\$875,500	\$901,765	\$928,818	\$956,682	\$985,383	\$1,014,944	\$1,045,393
Payroll -- Indirect		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Retail activity (New Residents)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Retail activity (Additional Payroll)	0	188	387	398	410	423	435	448	462
New Building -- Direct	\$8,120,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
New Building -- Indirect	\$8,120,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Machinery & Equipment -- Direct	\$9,600,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Machinery & Equipment -- Indirect	\$9,600,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Local Economy	\$ 35,440,000	\$ 425,188	\$ 875,887	\$ 902,163	\$ 929,228	\$ 957,105	\$ 985,818	\$ 1,015,393	\$ 1,045,855

Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20	Value
\$1,076,755	\$1,109,057	\$1,142,329	\$1,176,599	\$1,211,897	\$1,248,254	\$1,285,701	\$1,324,272	\$1,364,000	\$1,404,920	\$1,447,068	\$1,490,480
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0
\$ 476	\$ 490	\$ 505	\$ 520	\$ 535	\$ 551	\$ 568	\$ 585	\$ 603	\$ 621	\$ 639	\$4,570
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,624,413
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,624,413
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$9,014,085
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$9,014,085
\$ 1,077,230	\$ 1,109,547	\$ 1,142,834	\$ 1,177,119	\$ 1,212,432	\$ 1,248,805	\$ 1,286,269	\$ 1,324,857	\$ 1,364,603	\$ 1,405,541	\$ 1,447,707	\$34,772,045

Motion to Reconsider:

Conflicting Language only in section below

Appendix A & B are not affected

Ordinance 2011-14

Original Language:

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 Residential~~ District in Chapter 38 of the Code.

Replace with:

2. 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 District in Chapter 38 of the Code.

**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 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:

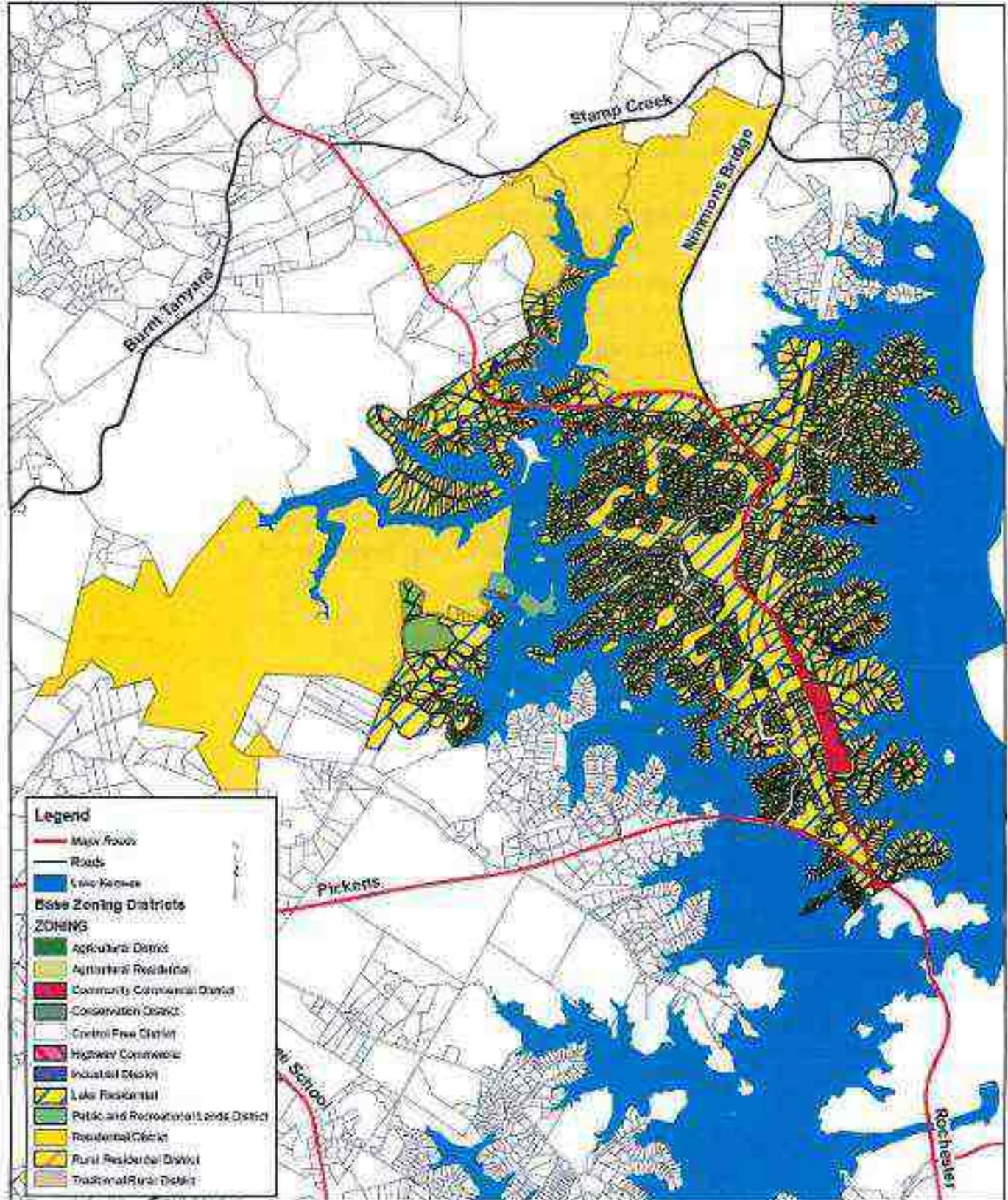
By: _____
 Elizabeth G. Hulse, Clerk to County Council
 Oconee County, South Carolina

First Reading: June 21, 2011
 Second Reading: September 6, 211
 Public Hearing: November 1, 2011
 Third Reading: November 15, 2011

Motion to Reconsider: December 6, 2011

Third Reading: December 6, 2011

APPENDIX A
Parcels Rezoned by Ordinance 2011-14



**STATE OF SOUTH CAROLINA
OCONEE COUNTY
RESOLUTION R2011-17**

A RESOLUTION AUTHORIZING AND CONSENTING TO THE JUDICIAL ABANDONMENT AND CLOSURE OF DOUG HOLLOW ROAD (THE "ROAD") CONTINGENT UPON THE OCCURRENCE OF CERTAIN DESCRIBED MATTERS AND CONDITIONS; AND OTHER MATTERS RELATED THERETO.

WHEREAS, public records indicate that Lake Keowee Investors, Inc. (the "Developer") owns certain real property (the "Developer Property") in Oconee County (the "County"); and,

WHEREAS, an existing public roadway commonly known as Doug Hollow Road (the "Road") is currently controlled and maintained by the South Carolina Department of Transportation ("SCDOT"); and,

WHEREAS, the Developer has presented plans to Oconee County to build a restaurant on the Developer Property, and as a part of such plans, the Developer desires to relocate the portion of the road and abandon a section of that portion of the road that exclusively crosses the Developer Property, as is more specifically shown on Exhibit A, attached hereto and incorporated herein by this reference (the "Portion of the Road"); and,

WHEREAS, the Developer has requested that Oconee County accept a certain Portion of the Road from SCDOT so that the Portion of the Road may be efficiently and determinatively abandoned and relocated; and,

WHEREAS, during the March 15, 2011 meeting of Oconee County Council, and in other public statements, several citizens expressed concern that certain rights that they may have in the Portion of the Road, or ancillary to the Portion of the Road, may be impacted by an abandonment and relocation of the Portion of the Road; and,

WHEREAS, while Oconee County believes that the general plans set forth by the Developer will have a positive impact on Oconee County and its citizens, Oconee County does not desire to negatively impact legitimate property rights citizens may have in the Portion of the Road, or ancillary to the Portion of the Road, by and through an abandonment and relocation of the Portion of the Road; and,

WHEREAS, on April 5, 2011, Oconee County, acting by and through the Oconee County Council ("County Council"), in meeting duly assembled, enacted Oconee County Resolution R2011-07 (the "Resolution"), which, among other things, indicated certain steps and procedures and established certain terms and conditions that would have to occur prior to Oconee County consenting to judicial closure and abandonment of the Portion of the Road; and

WHEREAS, subsequent to the adoption of Oconee County Resolution R2011-07, the South Carolina Department of Transportation has conveyed to Oconee County, and Oconee County has accepted from the South Carolina Department of Transportation, the Portion of the Road; and

WHEREAS, the Developer has begun construction of a replacement roadway for the Portion of the Road, working with Oconee County to design and construct such substitute relocation of the Portion of the Road to Oconee County's standards and satisfaction; and

WHEREAS, the County has entered into an agreement with the Developer (the "Agreement") establishing the terms, conditions, standards and requirements under which Oconee County would consent to abandonment and closure of the Portion of the Road; and

WHEREAS, the Developer has now filed a lawsuit (the "Suit"), pursuant to Section 57-9-10, South Carolina Code of Laws, 1976, as amended, seeking judicial closure and abandonment of the Portion of the Road; and

WHEREAS, all abutting property owners and other concerned citizens and the Developer have resolved all issues between them, relating to the Road, to the satisfaction of all, to the County's knowledge and belief; and

WHEREAS, Oconee County, acting by and through the Oconee County Council, the Oconee County Administrator, and the Oconee County Roads and Bridges Department has followed all procedures specified in Section 26-9 (the "Section") of the Oconee County Code of Ordinances, pertaining to requests for the closure and abandonment of public roads in Oconee County, with regard to the request to close and abandon the Portion of the Road, and has determined that judicial closure and abandonment of the Portion of the Road, if accompanied by the relocation of the Portion of the Road to the standards and satisfaction of Oconee County as established in the Section and the Agreement, and with public acceptance for public use of such replacement of the Portion of the Road, would be in the best interests of the County and its citizens; and

WHEREAS, Oconee County Council desires to authorize the Oconee County Attorney, acting on behalf of Oconee County, to consent to the judicial closure and abandonment of the Portion of the Road in the Suit, contingent, specifically, on the Developer completing the relocation of the Portion of the Road to the standards and satisfaction of Oconee County, as set forth in the Section and in the Agreement, and dedication by the Developer and acceptance by the County or other appropriate public body of such relocation of the Portion of the Road as a public road and as a part of The Road:

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

1. Contingent upon the Developer constructing a suitable replacement for the Portion of the Road to the standards of and satisfaction of Oconee County and dedicating such relocation of the Portion of the Road to Oconee County, or other appropriate public body, and

Oconee County or other appropriate public body accepting such relocation of the Portion of the Road, Oconee County, acting by and through the Oconee County Council, hereby consents to the judicial closure and abandonment of the Portion of the Road in accordance with the Section, and authorize the Oconee County Attorney to so consent in the Suit.

2. The Oconee County Attorney is hereby directed to answer the judicial complaint of the Developer, in the Suit, pursuant to the Section, by consenting to the judicial closure and abandonment of the Portion of the Road, as set forth herein, contingent on the satisfactory completion of the replacement for the Portion of the Road to the standards and satisfaction of Oconee County, as set forth in the Section and the Agreement, the dedication of such replacement for the Portion of the Road to public use by the Developer, and acceptance by Oconee County, or other appropriate public body, of the replacement for the Portion of the Road as a public road, for public use, as a part of the Road.

3. The Oconee County Administrator and the Oconee County Attorney are hereby authorized and directed to prepare all documents and do all things which are necessary to fully implement this Resolution, so long as such acts are reasonably related to the contents and terms of this Resolution.

4. All Orders and Resolutions of Oconee County inconsistent with this Resolution are hereby revoked, rescinded, and repealed, and this Resolution shall control, to the extent of such inconsistency, only.

5. This Resolution shall take effect immediately upon enactment.

RESOLVED this 6th day of December, 2011, in meeting duly assembled.

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

PROCUREMENT - AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: December 6, 2011

ITEM TITLE:

Title: ITB 11-14 2013 Roll Off Truck w/ Hoist and Tarp System Department(s): Solid Waste Amount: \$141,449.00

FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 2011-2012 budget process.
Finance Approval: _____

BACKGROUND DESCRIPTION:

This equipment will replace a 1994 Ford LNT 9000 roll-off, which will be sold on GovDeals.
On November 1, 2011, formal sealed bids were opened. We received ten (10) bids, with Nu-Life Environmental, Inc., of Easley, SC submitting the lowest bid of \$141,449.00.

SPECIAL CONSIDERATIONS OR CONCERNS:

None

ATTACHMENT(S):

- 1. Bid Tab

STAFF RECOMMENDATION [Brief Statement]:

It is the staff's recommendation that Council approve the purchase of a 2013 Roll Off Truck w/ Hoist and Tarp System, to Nu-Life Environmental of Easley, SC; in the amount of \$141,449.00, per ITB 11-14.

Submitted or Prepared By: Robyn Confright by
Robyn Confright, Procurement Director

Approved for Submittal to Council: _____
Jonda Spearman T. Scott Moulder, County Administrator

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

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

Florida Budget Ordinance amount for bid items

I hereby certify that I am a duly licensed
Contractor and I am a resident of
Florida

Robert Courtegit
Professional Seal

Bidders	Advantage Truck Center	Advantage Truck Center	Advantage Truck Center	Advantage Truck Center	Carolina International Trucks
	Alternate 1	Alternate 1	Bid 1	Bid 2	Bid 1
Address	Charlotte, NC	Charlotte, NC	Charlotte, NC	Charlotte, NC	Greer, SC
Year and Model	2010 Volvo	2010 Volvo	2010 Volvo	2012 Volvo	2013 International
Body/Configuration	Stellar	Accurate	Isobar	Accurate	Accurate
Base Bid	\$142,595.00	\$141,358.00	\$155,312.00	\$155,971.00	\$141,890.17
Option 1 - Lift Axle	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Option 2 - Take Brake System	Included	Included	Included	Included	\$2,155.00
Extended 2 year warranty	Included	Included	Included	Included	\$3,640.00
Sub Total	\$142,595.00	\$141,358.00	\$155,312.00	\$156,971.00	\$147,960.17
Sales Tax	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00
Grand Total	\$142,895.00	\$141,658.00	\$155,612.00	\$158,271.00	\$148,260.17
Delivery Time	30-45 days	30-45 days	30-45 days	30-45 days	Approximately 150 days
Bidders	Carolina International Trucks	Christopher Trucks	Columbia Truck	Columbia Truck	Na-Ifc Environmental
	Bid 2		Bid 1	Bid 2	
Address	Greer, SC	Greenville, SC	Columbia, SC	Columbia, SC	Eastley, SC
Year and Model	2013 International	2013 Freightliner	2012 Freightliner	2012 Freightliner	2013 Freightliner
Body Manufacturer	Stellar	Millinger America	Accurate	Stellar	Stellar
Year	\$143,251.57	\$141,389.00	\$143,757.00	\$145,193.00	\$139,149.00
Option 1 - Lift Axle	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Option 2 - Take Brake System	\$2,155.00	Included	Included	Included	Included
Extended 2 year warranty	\$3,840.00	\$3,175.00	\$0.00	\$2,375.00	\$3,000.00
Sub Total	\$147,246.57	\$144,564.00	\$143,757.00	\$147,568.00	\$141,149.00
Sales Tax	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00
Grand Total	\$147,546.57	\$144,864.00	\$144,057.00	\$147,868.00	\$141,449.00
Delivery Time	Approximately 150 days	120-150 days	30-45 days	30-45 days	120-150 days

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: 12-6, 2011
COUNCIL MEETING TIME: 6:00 PM**

ITEM TITLE OR DESCRIPTION:

PRT Department recommends local ATAX advertising expenditure of \$2,000.00 to continue contract with Upcountry Brochure Service to display the brochure "Camping in Oconee County" in South Carolina and Northeast Georgia in an effort to promote tourism in Oconee County.

BACKGROUND OR HISTORY:

Upcountry Brochure Service has over 50 brochure racks in South Carolina and over 90 in Northeast Georgia. As the company places new racks, the brochures currently in contract also are added to that rack, so as the company grows, the brochure distribution grows as well. The racks are placed in hotels, tourist attractions, restaurants, etc. Upcountry Brochure service will keep the brochure racks stocked in all the service locations

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: Single Source-Contract renewal-Tourism Brochure Service

STAFF RECOMMENDATION:

Staff recommends approval of an expenditure of \$2,000.00 to display the "Camping in Oconee County" brochure through Upcountry Brochure Service to all their SC and GA locations.

FINANCIAL IMPACT:

This project will not exceed \$2,000.00 with funds coming from Local Accommodations Tax Fund, with no matching requirement and no impact to the general fund budget. Current fund balance in the Local Accommodations tax is \$21,252.27.

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: No
if yes, who is matching and how much:

ATTACHMENTS

Reviewed By/ Initials:

_____ County Attorney _____ Finance _____ Grants _____ Procurement

Submitted or Prepared By:

Phil Shirley – PRT Director
Department Head/Elected Official

Approved for Submittal to Council:



Scott Moulder-Oconee 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.

Oconee State Park

The historic park rests deep in the Blue Ridge foothills with several picturesque but non-demanding fishing trails and well-kept cabins and campgrounds that have welcomed families for annual trips since the days the park was first built by the Civilian Conservation Corps during the Great Depression.

The park's fishing lakes offer bass and bream and the woods are full of wildlife, fur and feather alike.

Oconee State Park also serves as the southern trailhead for the Foothills Trail, an 80-mile wilderness hike on the dramatic Blue Ridge Escarpment on up to Table Rock. Adjacent to Sumter National Forest, the park also serves as a jumping off point to the nearby Chattooga and Chauga rivers, hotspots for whitewater rafting and trout fishing.

Lake Hartwell State Recreation Area

The lakefront park's information center displays a wide variety of vintage fishing equipment. And, of course, 56,000-acre Lake Hartwell maintains a reputation for top-flight angling, including for striped and hybrid bass, largemouth, crappie, bream and catfish.

In addition to lake access there is a park store, hiking, camping and unique affordable one-room camper cabins. They feature bunk beds, a porch and electricity but no running water or bathrooms. The campground facilities are nearby.

Devils Fork State Park

Devils Fork State Park provides the only public access to Lake Jocassee, a largely undeveloped 7,500-acre reservoir tucked deep into the Blue Ridge.

Devils Fork is easily reached from SC-11, the Cherokee Foothills National Scenic Highway. The park is popular with families, fishermen, scuba divers and boaters, who enjoy jocassee's unspoiled setting and spectacular scenery such as waterfalls cascading into the lake off deep wooded rapids.

Oconee Point Campground

This campground is located at the northern end of the lake on the Seneca River and close to Denison, SC. This campground has 62 sites and all are equipped with electric (50-amp) and water hook-ups. Camp sites are spacious and private and located near or directly to the water. Showers, restroom facilities are conveniently located in the park along with the following amenities: pump station, playground, water riggers, park attendant, swim beach, courtesy dock, and boat ramp with security lighting.

Coneross Campground

Coneross Campground is located on the Seneca River arm of the northern end of the expansive Hartwell Lake. The campground is conveniently located near Anderson and Clemson, SC, near Hwy 24. This campground has a total of 106 sites, 24 of these sites have water/electric hook-ups and 12 are non-hook-up primitive sites. All of the sites are spacious and mostly shaded.

OCONEE PARK LOCATIONS

★ CHAU RAM - (864) 647-9285

From Seneca (Hwy 123) Take Highway 24 west through Westminster. Chau Ram is 1 mile west on Highway 24 on left. Road descends to park.

● HIGH FALLS - (864) 882-8234

From Denison go South on Hwy 76 (23). Turn right at traffic light onto Highway 130 north. Highway 130 runs into Highway 185, proceed nearly 10 miles. Continue on 185 east approximately 3 miles. Right turn at green light (Link-park/Keweenaw). Kew entrance. Turn left. Road descends into park.

▲ SOUTH COVE - (864) 882-5250

From Seneca (Hwy 123) Go north on Highway 28 toward Watauga. Turn right at traffic light onto Highway 198, approximately 15 miles from Highway 123. Turn right at red traffic light (South Cove Road). Road descends to park.

For Building and Shelter Reservations at County Parks, please call 864-388-1488 or visit our website at www.experienceoconee.com

★ CONEROSS CAMPGROUND - 1-877-444-6777

From Interstate 85 in South Carolina, take exit #11 on Hwy 24 towards Townville. 1.5 miles past Townville, take right turn onto Coneross Creek Road. Directional signs will lead to the park entrance.

▲ OCONEE POINT CAMPGROUND - 1-877-444-6777

From Interstate 85 in SC, exit #11 on SC Hwy 24 towards Townville. 1.5 miles past Townville, turn right onto Coneross Creek Rd. Proceed 2.5 miles, turning south onto Friendship Rd then 3 miles to park entrance.

★ OCONEE STATE PARK - 864-638-5353

From I-85 take exit 1 to Hwy 11 toward Watauga. From Hwy 1 take Hwy 24 travel through Watauga and continue for approximately 10 mi. Turn right onto Hwy 107 and the park will be on the left.

▲ DEVILS FORK STATE PARK - 1-866-948-7225

From I-85 at the GA line take exit 1 to Hwy 11 for approx 40 mi. Turn left on Jocassee Lake Rd and travel 3 mi.

● LAKE HARTWELL STATE RECREATION AREA - 864-972-3352

From I-85 take exit 1 onto Hwy 11 toward Watauga. Drive 36 mile and look for park sign on the left.



Camping

Oconee County, SC

There's a reason they call it "the Golden Corner"

Lots of reasons, actually...

Lakes

Mountains

Parks

Waterfalls

Adventure

Antiquing and Boutiques

Arts

Bicycling

Boating

Whitewater Rafting

Camping

Paddling

Fishing

Golfing

Heritage

Hiking



Experience
"Mountain Lake Region of
South Carolina"

Home of the
Chattooga National
Wild & Scenic River,
SC National Heritage Corridor,
Frederick Highway,
and the Sumter National Forest.

Located between Arentz, GA
Greenville, SC

Take I-85 to exit 110,
Oconee County, South Carolina
(864) 888-1488



www.ExperienceOconee.com

Oconee County Parks, Recreation & Tourism



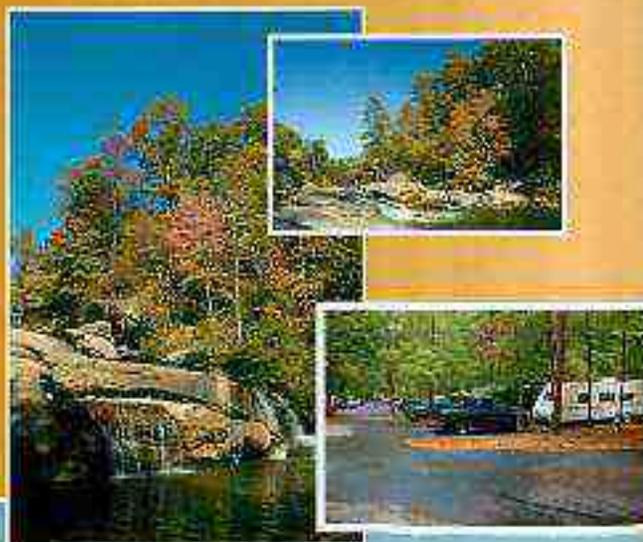
www.ExperienceOconee.com

CHAU RAM COUNTY PARK

Located at the confluence of the Chauga River and Ramsey Creek is Oconee County's "Best Kept Secret," Chau Ram Park.

With its 40 foot waterfall and Oconee's longest suspension bridge, Chau Ram has something to offer everyone. Visitors can enjoy our hiking/biking trails or go tubing and fishing on the river. Many of our campers use the park as a base when doing rafting on the nearby Chattooga River, designated a National Wild and Scenic River.

Caption: Chau Ram Park, located on the scenic Chauga River offers its own unique "white water" experience. Four major sets of rapids, (e) within park waters and offer easy access for kayakers, canoeists, and tubing.



SOUTH COVE COUNTY PARK

Located on the clear waters of Lake Keowee, South Cove County Park offers a variety of day use facilities as well as lakeside camping. Fishing, boating, sailing and water skiing are readily accessible via three park boat ramps. Day use facilities include four lighted tennis courts, a volleyball court, horseshoe pits, playground areas, a handicapped accessible fishing pier and a sand beach for sun bathing. The day use area also provides picnic tables and grills for the visiting public as well as two rental facilities for group events. Camping is provided on a first come first serve basis and is located on a peninsula overlooking Lake Keowee. Of the campsites available, 46 are waterfront. All campsites are provided with electricity and water hook-ups. South Cove is home to many fishing tournaments throughout the year.

HIGH FALLS COUNTY PARK

Nestled in the foothills of the Blue Ridge Mountains, High Falls County Park serves as a gateway to a variety of recreational activities. This 44-acre park established in 1971, is located on the beautiful waters of Lake Keowee. At High Falls, visitors are not limited to activities on the lake as the park provides many facilities and programs to suit every recreational need. A total of 100 campsites are available.

The park store offers a variety of convenient items and is located in the park's focal point. The Alexander Cannon Hill House, The house was built in 1830, is listed on the National Register of Historic Places, and is one of the last remaining pieces of the area's history.

Caption: Located on the beautiful shores of Lake Keowee, High Falls and South Cove Parks offer a unique "Blue Water" experience seldom encountered on Southern lakes. The water is clean, clear and beckons to the aquatic enthusiasts of all types to indulge in recreation. Whether you enjoy fishing, skiing, personal watercraft, sailing, swimming or just relaxing by the water's edge, we have the place for you.

SOUTH COVE	HIGH FALLS	CHAU RAM	
66	100	28	Campsites
•	•	•	Power/Water
•	•	•	Dump Station
•	•	•	Boat House
•	•	•	Fishing
•	•	•	Boat Ramps
•	•	•	Swimming
•	•	•	Park/Boat
•	•	•	Stables
•	•	•	Building Rentals
•	•	•	Tennis Courts
•	•	•	Ball-Park/Soft
•	•	•	Ice
•	•	•	Concession
•	•	•	Dinner/Refresh

• Available





NOTES
PLANNING & ECONOMIC DEVELOPMENT
COMMITTEE MEETING
November 10, 2011

Golden Corner Commerce Center [GCCP] Sewer

Mr. Dexter that Council needs to make a decision regarding this matter. The Committee also discussed delegation of a 208 authority to a private company who could construct and operate sewer for the GCCP and the southern end of Oconee County. Mr. Dexter stated again that ACOG is willing to attend a workshop to provide Council with options regarding the 208 authority.

Planning Department

Mr. Art Holbrooks, Planning Director, addressed the Committee utilizing a PowerPoint presentation [copy filed with these minutes] and discussed the following topics:

- Development Activity
- Air Quality
- Storm Water
- Zoning
- Planning Commission Review
- Keowee-Toxaway Relicensing
- Fair Play Community Meetings

Lastly, Mr. Holbrooks discussed a draft Keowee-Toxaway Hydro Project Relicensing Agreement in Principal, dated August 4, 2011, asking the committee to review and make comments.

Economic Development

Mr. Jim Alexander, Economic Development Director, addressed the Committee utilizing a PowerPoint presentation [copy filed with these minutes] and discussed the following topics:

- Mission
- 2007 - 2011 Capital Investment & Job Creation
- Recap
- Industry Highlights:
 - Propex Voluntary Cleanup Contract [VCC]; Mr. Moulder noted that nothing was found at the site and that a "clean" letter was received today.
 - Industrial Park Covenants
- Capital Investment & Job Creation / Oconee vs. Pickens Counties
- Recommendations to include:
 - Echo Hills Industrial Park
 - Approve Covenants
 - Approve Phase I development
 - GCCP
 - Approve Covenants
 - Approve having a Master Plan done for park
 - Mountain Lakes Business Development Corporation [MLBDC]
 - Approve use of Brown Building for incubator site