



OCONEE COUNTY COUNCIL
ABSTENTION FORM

Council Member Name: JOEL THRUFT
(Please Print)

Council Member Signature: *Joel Thruft*

Meeting Date: 4/3/2012

Item for Discussion/Vote: # 2012-08

Reason for Absention: I was not present for original meeting/discussion

I have a personal/familial interest in the issue.

Other: _____

E. Hulse
Elizabeth G. Hulse
Clerk to Council

[This form to be filed as part of the permanent record of the meeting.]



PUBLIC COMMENT SIGN IN SHEET

Tuesday, April 3, 2012

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].

PRINT Information Below

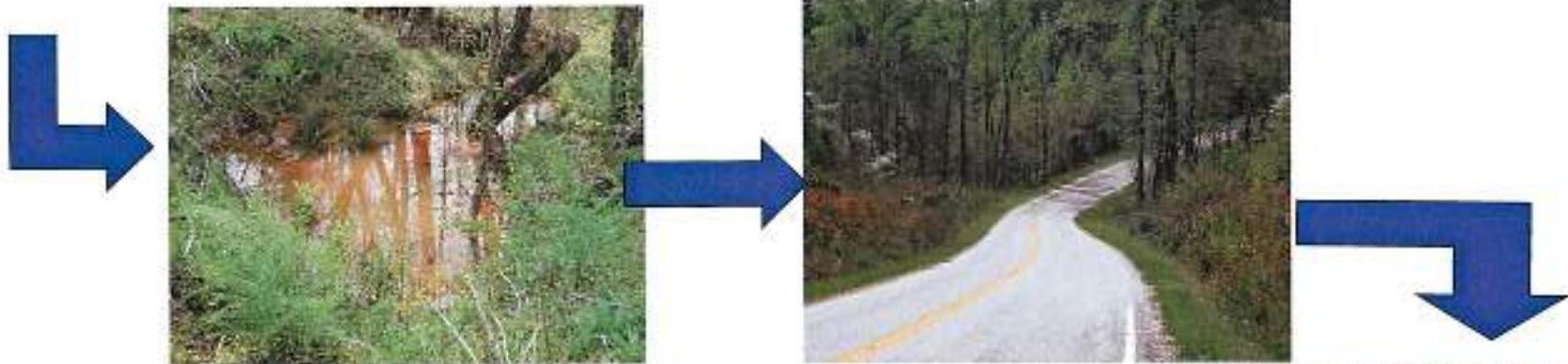
	FULL NAME	AGENDA ITEM FOR DISCUSSION	NON-AGENDA ITEMS
1 ✓	Bud Lorsch		Bud Lorsch OLD COURT CASE
2 ✓	HANSEY ELLER		Landfill - Disabled
3 ✓	Frankie Pearson		JAIL
4 ✓	RICHARD MARCENIUM		QUESTIONS
5 ✓	JARED Wilson		JAIL
6 ✓	BEN TURSTZY FOLKS		Lanesville Valley
7 ✓	George Cleveland		County JAIL JAIL
8 ✓	GREG Connally		Referendum 2008
9 ✓	Tom Markovich		2012/14
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Everyone speaking before Council will be required to do so in a civil manner. Council will not tolerate personal attacks on individual council members, county staff or any person or group. Racial slurs will not be permitted. Council's number one priority is to conduct business for the citizens of this county. All citizens who wish to address Council and all Boards and Commission appointed by Council should do so in an appropriate manner.

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.

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

LONESOME VALLEY MX—REZONING TO TRADITIONAL RURAL DISTRICT COMMENTS



LAKE HARTWELL



The Track is Family Owned and was built to give our son a place to ride as well as other riders. Currently the track was designed for practice, but later in future we hope to hold races. The track was recently built by Chuck Stansberry. We are located in Westminster, SC near Lake Hartwell. The track consist of Mega Rollers, Whoops, many doubles, triples, and corners. also tabletops ranging from 30'+ to 75'+. The track is over a MILE long.

The following safety equipment is REQUIRED IN ORDER TO RIDE AT THE FACILITY:

- 1.) HELMET**
- 2.) GOGGLES**
- 3.) GLOVES**
- 4.) LONG PANTS**
- 5.) SHIRT**
- 6.) MOTOCROSS BOOTS**
- 7.) A MOTORCYCLE THAT IS WELL MAINTAINED WITH PROPER EXHAUST PACKING.**

We do highly recommend the use of knee pads, chest protector, pants, jersey, kidney belts, and boots specifically designed for motocross.

Anyone who does not have the top 7 will not be allowed to ride.

- 1.) EVERYONE MUST SIGN A RELEASE FORM AND PAY BEFORE RIDING!! IF YOU ARE A MINOR A PARENT OR GUARDIAN MUST SIGN YOU IN AND PROVIDE THEIR DRIVERS LISCENCE INFOR- MATION. NO EXCEPTIONS.**
- 2.) ALL REQUIRED RIDING GEAR MUST BE WORN IF YOU ARE ON A BIKE WITH THE ENGINE RUNNING.**
- 3.) NO CUTTING OR STOPPING ON TRACK.**
- 4.) ENTER AND EXIT THE TRACK AT DESIGNATED AREAS.**
- 5.) RIDE THE TRACK IN THE PROPER DIRECTION. IF YOU DON'T KNOW, ASK.**
- 6.) NO PIT RIDING. PIT AREA IS 1ST GEAR ONLY. IF YOU ARE STOPPED AND ASKED TO SLOW DOWN YOU WILL BE ASKED TO LEAVE.**
- 7.) YOU CAN ONLY BE ON THE TRACK WHEN YOUR CLASS IS RIDING.**

RIDING FEE = \$20.00 Per Rider

- 1. FOLKS does not oppose the use of motorcycles, ATV's as long as such activity is done in a sound, caring environmental manner.**
- 2. FOLKS is concerned about erosion and sediment flow to the Lakes—Keowee, Jocassee, Hartwell**
- 3. One of the major source of contamination in the Nation is sediment.**
- 4. It is against SC Law of pollute the waters of the state**
- 5. However if a property is being used for personal recreation DHEC does not have the authority to enforce the SC Pollution Act.**
- 6. Oconee County does not have a Stormwater Management Program**
- 7. Although we did not follow the red stream bed down to Lake Hartwell we assume that the silt-laden water eventually reaches it.**
- 8. If the Lonesome Valley MX is found to be a commercial venture DHEC can enforce the SC pollution act if they find that Lake Hartwell (in this case) is being polluted.**
- 9. The Lonesome Valley MX website states that a rider fee of \$20 must be paid before riding. It is also stated that they hope to hold races some time in the future so it “appears” to be commercial.**
- 10. The operation, from all we see and read is a first class operation. When all is said and done, if it is deemed to be a personal recreation area, we would like to see the owner retain the necessary technical assistance to mitigate the eroded soil from leaving the property. If, however, it is deemed to be Commercial, we expect that DHEC will require on-site sediment capture.**



Providing Quality Services To Local Governments Since 1965.

Appalachian Council of Governments Services to Oconee County, FY 2012

Return on Investment

Oconee County's annual investment in the Appalachian COG is \$ 27,951. The projected return on that investment to Oconee County in FY 2012 is \$ 4,197,367, representing a return on investment ratio of \$ 150 to \$ 1.

Components of Funding through ACOG to Oconee County

\$ 2,250,000	Rural Transportation System Improvement Funds ¹
880,195	Federal Direct Grants ²
773,720	Workforce Training ³
293,452	Services to Seniors ⁴
\$ 4,197,367	Total⁵

Notes

1. Funds applied to construction of the Sheep Farm Road project. A total of \$ 10.5 million has been programmed for that project, commencing in FY 2011 and running through FY 2013.
2. \$ 500,000 in Appalachian Regional Commission (ARC) funds for the Town of Westminster Northern Loop Water Line, and \$ 380,195 in Community Development Block Grant (CDBG) funds for Utica Mill/Sewer Phase 4 project.
3. Funds provide training for workers needing skills to adapt to changing technological needs, training for displaced workers, resources for incumbent worker and apprenticeship training, as well as training for out of school youth.
4. Funds provide meals (91,660 served), shelter, medical services, home health care, and transportation. They reduce the demand on County resources for addressing the needs of a growing and increasingly significant segment of the population.
5. The Total figure includes funding that is anticipated through the end of FY 2012.

Additional Services to Oconee County in FY 2012

- Grant application – Highway 11 Sewer Project. ACOG staff is currently working with the County to develop a \$ 500,000 Appalachian Regional Commission grant application to support the \$ 1.8 million initiative to provide sewer in the area of the new Walhalla High School.
- Grants administration. Continued the administration of the following grants;
 - City of Seneca – Utica Mill Village Phase III Sewer Improvement Project (\$ 870,000 CDBG)
 - Town of Westminster – Butler Street Area Rehabilitation Initiative (\$ 224,000 CDBG)
 - City of Walhalla – Chicopee Mills Infrastructure Upgrade Project (\$ 500,000 CDBG)
 - Town of West Union – Old School Site Re-development Project (\$ 110,000 CDBG)
- Developed a draft RFP for the re-development of the old courthouse.
- Served on a panel to interview candidates for the assistant county administrator position.
- Information Technology Support, including
 - Complete rebuild of the County's central GIS server (Installation of SQL, ArcGIS Server, SDE, and reconstruction of database, user accounts, permissions, and backup processes),
 - Street address updates of the County's 911 CAD system for emergency services. COG staff worked with the 911 director to import the latest GIS streets and addresses layer into the new CAD system,
 - Improved access to GIS data via internal and external web applications.
- InfoMentum. This is a geographic and statistical data management system that is utilized by the Oconee Economic Development Department and the Upstate Alliance to provide information required by industrial and business prospects who are considering investment decisions in the County.
- Upstate Alliance Property Navigator. This web-based tool increases the on-line visibility of Oconee County, providing innovative interactive analysis tools and delivering more current, complete, and easily-retrieved information. Companies and site location consultants considering the area will have greater access to more in-depth information, giving Oconee County a competitive advantage for economic development.
- Senior services benefits counseling. Provide information on resources available to seniors.
- WorkLink. Assisted in the re-organization of WorkLink and its establishment as a public non-profit corporation.
- Plan-A-Biz. This is an on-line decision support system for small businesses that provides critical marketing information.
- Regional Comprehensive Economic Development Strategy update. This ensures that projects in Oconee County remain eligible to receive federal Economic Development Administration and Appalachian Regional Commission grant funds.

- **Board and commission training.** Provided a state mandated planning education program for board members and compliance staff for municipalities throughout the County.
- **Staff training.** ACOG staff provided supervisory and customer service training to employees from the County, municipalities across the County, and special purpose districts.
- **Local government support.** ACOG staff provides general governmental and planning assistance to Oconee County, as well as the municipalities of Salem, Seneca, Walhalla, Westminster, and West Union.
- **Publications.** Completed the 2011 update of the Oconee County Economic Profile.
- **Responded to 62 requests for information about Oconee County.** These requests come from all over the world. Many are from firms considering investments in the County.

Coming Up In FY 2013

- **An additional \$ 2.25 million in Transportation System Improvement funds is programmed for the Sheep Farm Road project.** Since FY 1998, this program has provided \$ 29.6 million for road improvement projects in Oconee County.
- **Continuation of information technology support.**
- **Continuation of grant programs.** Over the past five years, ACOG has helped local governments in the County secure \$ 2,217,831 in federal grant funds.
- **Expansion of the small business lending program to provide additional resources for existing and new businesses.**
- **Enhancement of the InfoMentum support tool for economic development.**
- **Expansion of Aging Services in the County.**
- **On-going services to local governments.**
- **On-going state mandated planning education.**



Appalachian Council of Governments

Special
points of
interest:

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An investment in
ACOG is an
investment in
your county, city
or town.

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Cherokee County
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Spartanburg County
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Annual Report January-December 2011



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Publication Information

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A special thanks to ACOG staff and service providers who contributed reports from calendar year 2011.

Letter from Chairman Ed Elliott



ACOG Board
Chairman Ed Elliott

"Our purpose is to enhance the lives of people living in the six-county region."



We are pleased to provide this Annual Report for the Appalachian Council of Governments, covering activities and accomplishments in 2011.

When people ask "what is the Appalachian Council of Governments?", it is sometimes challenging to come up with a concise response. To put it in one sentence, our purpose is to enhance the lives of people living in the six-county South Carolina Appalachian Region. While our programs are broad and widely varied, they all come back to serving the people of the Upstate.

Since our establishment in 1965, we have maintained a commitment to providing quality services to local government. In this current time, as local entities see increasing responsibilities in the face of shrinking dollars, this mission is more critical than ever. Whether it is general administration, assistance with grants, planning, or data services, we want to be a key resource for getting the job done.

Our involvement with human services has grown tremendously in recent years. Programs for the elderly, such as home delivered meals, congregate dining, transportation, and counseling, benefit seniors across our region every day. Likewise, work skills development is another area with increased activities in recent years, as we strive to ensure people in our region are able to keep up with the ever changing skill sets that are required by business and industry.

Economic development is another focus area for us. Through the administration of our InfoMentum economic development support system, assistance with grant funding for infrastructure, workforce development programs, and transportation planning, our purpose is to provide the resources that are needed for the region to compete.

Thank you for your support of the Appalachian Council of Governments. I hope that you will find this Annual Report to be informative.

Respectfully,

A handwritten signature in black ink that reads "Ed Elliott". The signature is written in a cursive, slightly slanted style.

Ed Elliott, Chair
Board of Directors

About ACOG

In the years since 1971, the Council has evolved into a multi-faceted service organization for area local governments.

The Appalachian Council of Governments is a voluntary organization of local governments in Anderson, Cherokee, Greenville, Oconee, Pickens and Spartanburg Counties of Upstate South Carolina.

The organization began in 1965 as the Appalachian Advisory Commission, a 12-member board created to advise the Governor on the use of Appalachian Regional Commission funds.

Authorized by referendum, the Council of Governments system emerged in 1971. ACOG has become a valuable resource for area local governments in the areas of public administration, planning, information systems and technology, grants, workforce development and services to the elderly population. Encouraged and facilitated through the Council of Governments, this marriage of intergovernmental and private sector cooperation continues as a critical element in the region's economy and quality of life.

In 2011, 78 percent of ACOG revenue came from federal funding. We encourage all the entities in our region to utilize this funding. Because of these federal dollars, we provide many services at no charge.

Policy, Management & Operations

A 44-member Board of Directors sets policy for the Council of Governments. Two-thirds of the members are local elected officials, including state legislators, county council members, and mayors or city council members. County councils appoint the remaining citizen and minority members.

The Executive Director is responsible for the overall management of the Council of Governments. The director runs the day-to-day operations, and delegates specific responsibilities to department directors and staff.



Members of the ACOG Board of Directors and Director, Steve Pelissier, listen during a board meeting.



Regionally, the Information, Referral and Assistance Specialist provided information and assistance to 9,102 seniors and Caregivers in 2001.

ACOG's Area Agency on Aging

The S. C. Appalachian Council of Governments' Area Agency on Aging is designated by the Lt. Governor's Office on Aging as the coordinating and planning body of services for older persons in Anderson, Cherokee, Greenville, Oconee, Pickens, and Spartanburg Counties. The principal goal of the Area Agency is to develop and promote a comprehensive, coordinated, community-based service delivery system with simple access that will improve the quality of life for all older adults in the region and enable them to lead independent lives with dignity in their own homes for as long as possible.

Programs include:

- Regional Long Term Care Ombudsman Program: complaint resolution for residents of long-term care facilities
- Family Caregiver Support Program
- I-CARE and Senior Medicare Fraud Prevention programs
- Senior Farmer's Market program

Aging programs are funded by federal (84 %) and state (16 %) dollars.

A Glimpse Back at 2011

Ombudsman Program

The Ombudsman Program received 1,094 cases on behalf of long term care residents, resulting in 513 investigations of abuse, neglect, exploitation and other issues.

Family Caregiver Support Program

The Family Caregiver Support Program provided:

- 907 caregivers with in-home respite, supplies, information, referral and assistance.
- 68 grandparents raising grandchildren or related kin received in-home respite, educational tutoring, clothes, shoes, & school supplies.

Medicare Guidance

- Certified Insurance Counselors provided on-site awareness, education and enrollment assistance to 5,157 Medicare beneficiaries and conducted outreach throughout the region.
- More than 250 applications were completed for the Medicare Savings Program, and over 300 applications were completed for extra help with the Medicare Drug Program.



Appalachian Development Corporation



Nearly \$600,000 from the Appalachian Loan Fund (ALF) was loaned to regional businesses in 2011, thereby leveraging another \$14.2 million in loans from other programs.

The ADC is a non-profit economic development lending corporation offering multiple financing options that can be structured to meet clients' needs using our "gap-financing" loans. The ADC works in conjunction with local lending institutions to provide a structure that works by including long-term, fixed-rate, funding sources that lower the overall debt service requirements and allows for the maximum leverage of the applicant's resources. The funding comes primarily from public funds, thus the ADC's thrust is to create jobs for our area.

Among the ADC programs is the Appalachian Loan Fund (ALF). The ALF is a locally controlled source of low-cost, long-term, fixed-rate financing for businesses whose projects will result in the creation of permanent full time jobs and leverage private sector investment.

The ALF is a loan pool capitalized by grants from the Appalachian Regional Commission, the State of South Carolina, and from borrowings from the USDA.

ACOG's Finance Department

The Finance Department is responsible for the financial functions and activities of the Council and for the administration of the Council's fiscal policy.



ACOG welcomed Loretta Dirton to the Finance Department in 2011.

- Budget preparation & administration
- Cost allocation
- Accounts payable
- Payroll and Fringe Benefits
- Grants administration
- Monitoring service Providers
- Contract administration
- Tax reports
- General accounting records
- Fixed assets records
- Custody of funds
- Distribution of pass-through funds
- Debt administration
- Investments
- Risk Management
- Internal & External Financial reports

Government Services



The Easley City Council conducted their annual planning retreat at ACOG in 2011.

The Government Services Department works very closely with the towns, cities and counties in the six county region of the Upstate, providing a variety of technical and professional support. The division serves as a one-stop resource for problem resolution and information by providing hands-on expertise, cost-effective consulting services and general information.

The vast majority of funding for the Government Services Department comes from federal monies. An ARC grant provides staff with the necessary resources to give free services to our local governments.

Please contact a staff member for additional information.

Examples of 2011 Services

The mission of the Government Services Department is very simple: to help the governmental entities in this region in any way possible.

- Received more than 475 formal requests for various types of technical assistance from local governments in the six-county ARC area. Technical support is provided in the areas of paralegal research, finance and taxation, utility rate studies, information technology, community planning, sanitation, personnel, economic development, municipal court, organizational behavior, transportation, planning and other local government issues
- Facilitated a number of meetings between the City of Greenville and the Parker Fire Special Purpose District negotiating an agreement regarding annexation and payment therefore
- Served as the convener for the Greenville Region Workforce Collaborative, a group of funders that came together to assist in the development of workforce for the advanced manufacturing industry
- Continued to host remote live-transmission training sessions for council members in cooperation with the S.C. Municipal Association and S.C. Educational Television
- Continued to arrange and facilitate seven-week basic management/supervisory training programs for lower level and first-time supervisors
- Provided board training, financial advice and assistance for several fire special purpose districts
- Provided human resource personnel to many cities, counties and special purpose districts
- Scheduled various meetings with local administrators and managers to introduce new staff and provide them with much needed information on many topics
- Assisted the City of Belton and Spartanburg County in the recruitment of their city and county administrators. Developed job descriptions and advertising for the positions.

Grants Services

Grant applications submitted by ACOG in 2011 garnered \$7,743,043 from EDA, CDBG, ARC, & USDA-RD programs.

The primary function of the Grants Services Department is to assist local governments in identifying, securing, and administering funds for a wide range of community and economic development activities, including water and sewer facilities, road improvements, housing rehabilitation, community centers, and senior centers.

Services include application preparation and packaging, along with all aspects of grants administration.

The Grants Department is funded by federal and local dollars. Most of the department's revenue is associated with grants administration fees.



This Oconee County neighborhood is just one of many that benefited from infrastructure improvement grants administered by ACOG.

Grants Services can assist with application preparation and grants administration for the following programs:



Appalachian Regional Commission

- Infrastructure improvement grants for economic development
- Education grants for technical education



Community Development Block Grant (CDBG)

- Infrastructure improvement grants for economic development
- Residential water and sewer upgrades
- Housing rehabilitation
- Community facilities improvements / construction



Economic Development Administration

- Infrastructure improvement grants for economic development



USDA - Rural Development

- Infrastructure improvement grants for economic development
- Community facilities improvements
- Residential water and sewer

State Grant Programs including:

- Parks, Recreation, and Tourism (PRT) Grants
- DHEC - Recycling Grants
- Archives and History - Planning and Preservation Grants
- Coordinating Council for Economic Development - Access Road Construction
- Budget and Control Board

Information Services

InfoMentum
A Decision Support System
for Upstate South Carolina

ACOG Information Services provides products and services to facilitate the competitive growth and development of the Upstate by providing timely, easily accessible information about the region. The department serves Upstate residents, local governments, and the business community, as well as providing support for information and technical resources within the ACOG.



FactFinder

InfoMentum, a customized web-based tool, serves as a core research resource in each economic development office of the six-county region and for the Upstate SC Alliance. Economic developers use **InfoMentum** to market industrial properties, report socio-economic data, and access maps for traffic counts, census tracts, and aerial photos. Through **InfoMentum's** extensive demographic and economic database, public, business, and private users get instant access to data describing population, labor market, income, quality of life, and more.

Information Services produces economic profiles, apartment community surveys, and customized demographic reports. Staff answers statistical requests, conducts ESRI training, and provides GIS application support. Within the ACOG, IS staff provides network and PC support, as well as design and maintenance of ACOG web sites. The department is funded primarily by the public / private investors in **InfoMentum** and by contracts with local entities for specific projects.

InfoMentum

supported economic development efforts in 2011 that resulted in the announcement of almost \$740 million in capital investments and 5,000 new jobs.

- Maintained and upgraded **InfoMentum Online**; Innovations in 2011 Included:
 - Modification of the format and delivery method of online industrial property flyers
 - Upgrades to the underlying software (Flex API, Business Analyst API, ArcGIS10), access to new data (2011 and 2016 projections), and improvements in functionality
 - Implementation of an online version of the Fact Finder database
- Generated an EDA Technical Assistance grant to implement **InfoMentum Online** throughout the region; each county received benefits from this grant in the amount of \$6250, for a regional total of \$37,500
- Provided planning assistance, custom mapping, and detailed research to the Upstate Alliance for county economic development marketing activities; also maintained socio-economic and property information on the UA web site and continued data and application updates for the Property Navigator application
- Coordinated with ACOG Aging Services staff to maintain and improve www.scupstateadrc.org, which provides valuable information and tools for aging and disabled citizens, their caregivers, and service providers
- Responded to over 600 requests for statistical information and mapping services for ACOG counties and municipalities; One example included the compilation of detailed socio-economic data for the region to support the Minority Economic Development Institute, which serves as a statewide resource to increase the economic assets of minority individuals and minority-owned businesses
- Maintained **PLAN-A-BIZ**, the on-line mapping and demographic analysis tools to support small business development (www.planabiz.org)

Planning Services



ACOG staff reviewed 143 Clean Water Act Section 208 compliance applications in 2011.

The Planning Services Department addresses issues of regional importance and provides consulting services and technical assistance to local governments. Economic development, transportation, and water quality are focus areas. ACOG's Regional Strategic Plan for Economic Development targets infrastructure and resource development that is necessary to attract and retain high quality industries.

Seventy-five percent of planning revenues come from federal dollars. Contact a staff member to find out how your entity can utilize these dollars.

Regional Planning Activities:

- Economic Development Planning
- Strategic Planning
- Transportation Planning
- Water Quality Management

Services to Local Government:

- Comprehensive Plan Development
- Zoning & Land Use Regulation
- Historic Preservation
- Planning Administration Assistance

The Regional Component of the SCDOT 2007 Rural State Transportation Improvement Program includes \$34.5 million allocated for road improvement projects over eight years.



2011 Initiatives

- Continued to implement the Regional Transit Coordination Plan required to meet the Federal Transit Administration's requirements to receive transit funding; provided technical assistance to entities who received Section 5310, 5316, & 5317 funds for the Region totaling over \$760,800
- Coordinated the Federal Clean Water Act Section 208 Water Quality Management Plan activities; ACOG staff reviewed 143 Section 208 compliance applications in 2011.
- Facilitated development of memorandum of understanding between multiple regional sewer service providers and SCDHEC to share the allocation of phosphorus loading limits along the upper portion of the Saluda River; This effort helped the service providers avoid several million dollars in upgrades to meet individual limits at several of the existing facilities.
- Completed update of the Comprehensive Economic Development Strategy Progress Report for the Appalachian Region
- Provided state-required planning education to 258 staff, planning commission, and board of appeals members in communities throughout the region
- Worked with Greenville/Pickens, Spartanburg, and Anderson MPOs, along with other transportation planners in the region, to discuss consequences of non-attainment designation for the region and possible partnerships moving forward to address new regulations if needed
- Worked with SPATS, GPATS, City of Greer, Greenlink, and TATT in examining possible transit linkages along the US 29 corridor between Greenville, Greer, and Spartanburg to include a link to the GSP International Airport

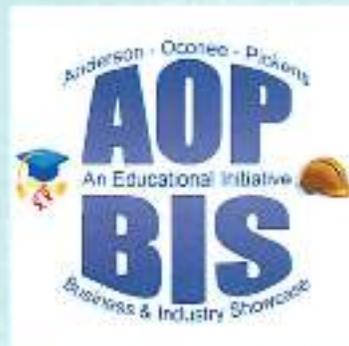
Our goal is to have a fully employed, skilled workforce, and to that end, we help job seekers find the tools to build their careers, and we work with businesses to hire quality employees.

worklink Workforce Investment Board

Connecting Companies & Employees
Anderson • Oconee • Pickens SC

WorkLink Workforce Investment Corporation develops the link between employers and employees in Anderson, Oconee and Pickens Counties. The volunteer board of directors ensures that the local workforce development system is market-driven and responsible in meeting the employment and training needs of businesses and job seekers. The board implements the Workforce Investment Act of 1998 in partnership with local service providers and through a comprehensive workforce development system that provides access points for employment and training services.

WorkLink funds programs for adults, dislocated workers, and youth, and supports employers through On-the-Job and Incumbent Worker Training programs. In 2011, WorkLink also offered annual events such as the Tri-County Community Job Fair and the Business & Industry Showcase to connect companies and employees and to ensure that job seekers have the skills they need to find employment.



The 2011 Business & Industry Showcase helped students better answer the question, "What do you want to be when you grow up?"



900 job seekers attended the 2011 Tri-County Community Job Fair

Quick Facts 2011

231,923 customers accessed job search services

161,408 customer visits to SCWorks Centers in Anderson, Liberty, and Seneca

\$163,860 utilized for Incumbent Worker Training

2,445 job seekers found employment

781 workshops and other group activities were held

900 job seekers participated in the 2011 Tri-County Community Job Fair

5,000 eighth- and ninth-graders attended the Business and Industry showcase through transportation funding provided by the WorkLink Youth Council

ANDERSON COUNTY

A Glimpse at 2011



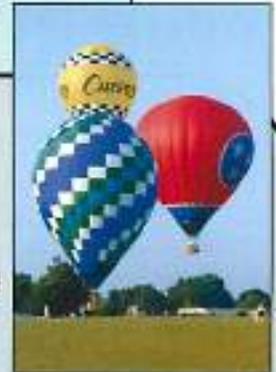
**ACOG
generated
over \$6.6
million for
Anderson
County
during
2011.**

- Leveraged \$947,700 in loans to businesses in Anderson County
- Contracted for \$414,961 in services for older adults in Anderson County, thereby providing 91,960 meals (63,424 home-delivered and 28,536 congregate), 3,317 hours of home care, 182,805 miles of transportation, and 136 hours of legal assistance
- Assisted Anderson County and Anderson Regional Joint Water System with the submission of an EDA grant application for \$2,000,000 in funding for infrastructure improvements to serve the First Quality economic development project
- Assisted Anderson County and Tri-County Tech in the submission of an application for \$500,000 in ARC funds to construct a QuickJobs facility in Anderson
- Worked with Metropolitan Sewer District to submit a pre-application for \$500,000 in ARC funds to allow Metro to take over the Piedmont system at DHEC's request
- Administered the Appalachian Regional Component of the SCDOT 2007 Rural State Transportation Improvement Program for completion of the \$1.3 million lighting project along I-85 at exits 19, 21, and 27
- Served on the Powdersville / US 153 Corridor Improvement Steering Committee and provided assistance in developing a proposal for a 153 Corridor Development Plan
- Continued data and application updates for **InfoMentum Online**, a decision support system for Upstate SC, which includes an interactive mapping application linked to the county economic development website. Also provided technical/research support to the Anderson County Office of Economic Development to assist in their industry recruitment and expansion efforts, which resulted in the announcement of more than \$70 million in capital investments and over 100 new jobs in 2011.
- Administered the Anderson HOME Consortium, including development of the Annual Action Plan, CAPER, and administrative oversight, as well as coordination of housing rehabilitation projects in support of the partnership between the City of Anderson, Anderson County, and City of Belton; The Consortium rehabilitated 16 homes during 2011 with a total investment of \$423,560.
- WorkLink collaborated with multiple entities in Anderson, Oconee and Pickens Counties to offer the Business and Industry Showcase and Tri-County Community Job Fair to connect companies and employees and ensure that job seekers have the skills they need to find employment.

Services to Seniors	\$414,961
Small Business and Entrepreneurial Loan Program	\$200,000
Private Capital Resulting from Loans	\$280,000
Federal Direct Grants (EDA, ARC, CDBG)	\$3,838,848
Workforce Development	\$1,850,200
Transit Funding	\$45,000
Total Funding into Anderson County 2011	\$6,629,009
County's Annual Contribution to ACOG	\$74,948

ANDERSON COUNTY MUNICIPALITIES

2011 Highlights



Anderson

- Moderated a Town Hall meeting for the City of Anderson regarding water rates for residents outside city limits

Belton

- Facilitated a planning and goal-setting session for the City Council and provided a forum for reviewing policy objectives and planning for the new fiscal year
- Assisted the City with recruitment of a new city administrator
- Provided technical assistance regarding land use planning and zoning matters

Honea Path

- Provided technical assistance regarding land use planning and zoning matters

Iva

- Worked with the Town to submit a request for a CDBG grant application for infrastructure improvements

Pendleton

- Provided technical assistance regarding land use planning and zoning matters

West Pelzer

- Provided technical assistance regarding land use planning and zoning matters
- Worked with the Town to submit a request for a CDBG grant application for infrastructure improvements

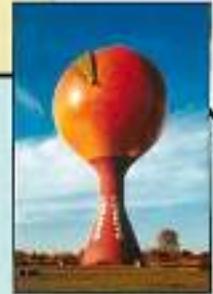
Williamston

- Facilitated a planning and goal-setting session for the town council and provided a forum for reviewing policy objectives and planning for the new fiscal year
- Worked with the Town to submit a request for a CDBG grant application for infrastructure improvements
- Provided technical assistance regarding land use planning and zoning matters

**In 2011,
for every
dollar
invested by
Anderson
County,
ACOG
programs
returned
\$88**

CHEROKEE COUNTY

A Glimpse at 2011



Over
\$1.6 million
 generated
 from ACOG-
 related
 programs
 was directed
 to Cherokee
 County
 during
2011.

- Contracted for \$265,828 in services for older adults in Cherokee County, thereby providing 51,578 meals (25,750 home-delivered and 25,828 congregate); 4,648 hours of home care, 82,467 miles of transportation, and 41 hours of legal assistance
- Provided technical assistance to the County on a number of personnel issues
- Continued the administration of grant funded projects, including a \$500,000 CDBG project awarded to the County to extend water lines to the Bear Creek community and a \$278,600 CDBG grant for the Normal Blvd Water Project
- Worked with the County to submit a request for a CDBG application to undertake the River Drive Water Project
- Worked with Cherokee County and the Cherokee County Development Board to submit an application for \$375,000 in ARC funds to upgrade and repave Commerce Drive in the Meadow Creek Industrial Park
- Continued data and application updates for **InfoMentum Online**, a decision support system for Upstate SC, which includes an interactive mapping application linked to the county's economic development website; Also provided technical/research support to the Cherokee County Development Board to assist in their industry recruitment and expansion efforts, which resulted in the announcement of \$17.1 million in capital investments and 245 new jobs in 2011
- Provided staffing to the County Planning Commission and Compliance Board of Appeals to support the administration of the County's Unified Development Standards Ordinance and assisted the planning commission with amendments to the Cherokee County Road Standards Ordinance
- Responded to 60 requests for statistical information, custom maps, or reports for Cherokee County; Among these was assisting the county treasurer's office with an audit by compiling current and historical county socio-economic data.
- Maintained and updated the Cherokee Public Access GIS Website. Parcel and ownership data updates were processed and made available online when data was received from Cherokee County; Staff incorporated additional features and upgraded the site to a new software framework.

Services to Seniors	\$265,828
Small Business and Entrepreneurial Loan Program	\$0
Private Capital Resulting from Loans	\$0
Federal Direct Grants	\$1,375,000
Rural Transportation Enhancement Program	\$0
Total Funding into Cherokee County 2011	\$1,640,828
County's Annual Contribution to ACOG	\$24,000

CHEROKEE COUNTY MUNICIPALITIES

2011 Highlights



Blacksburg

- Continued the administration of grant funded projects, including a \$277,775 CDBG grant awarded to the Town to demolish two abandoned buildings which pose a safety threat to area residents near the Town's ballpark
- Assisted the Town with grants that will provide \$426,000 in CDBG funds for the Oak Grove Water Project, and \$425,000 in ARC funds for the Highway 5 Water Line project
- Worked with the Town to submit a request for a CDBG application to undertake the Blacksburg Youngs Grove Water Project
- Continued to provide the Town with technical assistance related to community development, planning, and zoning issues
- Assisted the Town with an annexation proposal by preparing two large maps showing all parcels within a 1,000-foot buffer of I-85, from the Broad River to the NC state line

**In 2011,
for every
dollar
invested by
Cherokee
County,
ACOG
programs
returned
\$68**

Gaffney

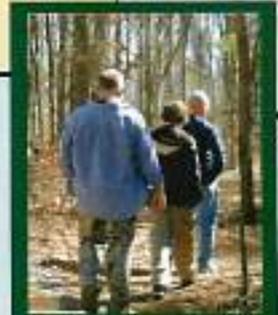
- Received approval to administer the Village Renaissance Grant (CDBG) for the City; Began meeting with the City Council and various citizen groups to develop the master plan for a 17-acre tract of land to be a mixed-use development; The intent in the grant is to help develop a master plan to revitalize a downtown area.
- Provided technical assistance to the City on a number of personnel issues
- Developed a Village Renaissance Plan for the Big Mill Village in the City; The plan is the first part of a three-phase project that will help the City apply for two \$500,000 CDBG grants to facilitate community development efforts in the neighborhood.
- Updated elements of the City's Comprehensive Plan as part of 5 year plan review and assisted the City with development of a Transportation Enhancement application
- Continued to provide the City with technical assistance related to community development, planning, and zoning issues

The ACOG will administer a CDBG grant to help develop a master plan to revitalize a downtown area.



GREENVILLE COUNTY

A Glimpse at 2011



ACOG worked with the Recreation District to obtain grant funds for the extension of the Swamp Rabbit Trail.

- Contracted for \$608,468 in services for older adults in Greenville County, thereby providing 69,356 meals (21,074 home-delivered and 48,282 congregate); 4,624 hours of home care, 291,860 miles of transportation, and 887 hours of legal assistance
- Approved \$391,980 in ALF loan funds and leveraged another \$7.7 million in loans to Greenville County businesses
- Served as the convener for the Greenville Region Workforce Collaborative
- Assisted SCTAC in the submission of an application for \$200,000 in ARC funds to undertake energy efficiency improvements to several buildings
- Worked with Metropolitan Sewer District to submit a pre-application for \$500,000 in ARC funds to allow Metro to take over the Piedmont sewer system in Greenville County at DHEC's request
- Worked with Greenville County Recreation District consultant on the submission of a pre-application for \$250,000 in ARC funds to extend the northern portion of the Swamp Rabbit Trail
- Continued data and application updates for **InfoMentum Online**, a decision support system for Upstate SC, which includes an interactive mapping application linked to the county's economic development website; Also provided technical/research support to the Greenville Area Development Corporation to assist in their industry recruitment and expansion efforts, which resulted in the announcement of \$290.6 million in capital investments and 3,092 new jobs in 2011
- Provided ESRI ArcGIS II training to staff from the Greenville Water System, Parker Sewer District, and Greenville County Redevelopment Authority; Also provided ArcGIS technical support to the Parker Sewer District to streamline and improve their workflow process to update their existing manhole and sewer line data with more precisely located GPS points
- Served on the Greenville County Hazard Mitigation Task Force which is responsible for developing and implementing a Natural Hazard Mitigation Plan that meets FEMA requirements for local governments to become eligible for certain disaster mitigation and relief funding programs
- Provided general technical assistance to the Greenville Transit Authority and served on the GPATS Technical and Study Team Committees
- Administered the Appalachian Regional Component of the SCDOT 2007 Rural State Transportation Improvement Program, which included engineering and right-of-way acquisition for the US 25 / SC 11 interchange project

Services to Seniors	\$608,468
Small Business & Entrepreneurial Loan Program	\$391,980
Private Capital Resulting from Loans	\$548,772
Federal Direct Grants	\$450,000
Rural Transportation Enhancement Program	\$500,000
Total Funding into Greenville County 2011	\$2,499,220
County's Annual Contribution to ACOG	\$151,759

Almost \$2.5 million generated from ACOG-related programs was directed to Greenville County during 2011.

GREENVILLE COUNTY MUNICIPALITIES

2011 Highlights

Greenville

- Coordinated an effort between the City and the Parker Fire and Sewer District to develop an agreement between the two regarding the provision of current and future services to areas annexed into the City
- Hosted and maintained the GIS application for Property Prospector, the City's online economic development tool, which is designed to promote industrial, retail, restaurant and office properties within the City.



ACOG served as a facilitator between the City of Greenville and the Parker Fire & Sewer District to reach an agreement on annexation.

Mauldin

- Facilitated a council planning retreat for the City; Provided a forum for Council to review goals and establish budget objectives for the new fiscal year
- Provided ArcGIS support for the City in reference to redistricting data
- Provided the City with technical assistance related to community development, planning, and zoning issues
- Served on the City's Comprehensive Plan Update Steering Committee and Downtown Master Plan Selection Committees and provided assistance in developing information for the update of their Comprehensive Plan



Mauldin Council members participate in a planning retreat at the ACOG.

Travelers Rest

- Prepared a radius map and demographic summary for the City to provide population and household demographics within 1-, 3- and 5-mile radii of the City center
- Provided the City with technical assistance related to community development, planning, and zoning issues

**For every
dollar
invested by
Greenville
County in
2011, ACOG
programs
generated
\$16.**

OCONEE COUNTY

A Glimpse at 2011



- Leveraged \$1 million in loans to businesses in Oconee County
- Contracted for \$293,452 in services for older adults in Oconee County, thereby providing 91,960 meals (63,424 home-delivered and 28,536 congregate); 3,317 hours of home care, 182,805 miles of transportation, and 66 hours of legal assistance
- Prepared a Request for Proposal (RFP) for the redevelopment of the former county courthouse and served on a committee to interview potential assistant county administrator candidates
- Assisted the County and Tri-County Technical College in the administrative activities required for the CDBG grant to construct a workforce training facility on the campus of the Hamilton Career Center in Seneca
- Worked with the County and the City of Seneca on the administrative tasks regarding a CDBG grant for Phase 3 of the Utica Mill Village sewer upgrade
- Continued data and application updates for **InfoMentum Online**, a decision support system for Upstate SC, which includes an interactive mapping application linked to the county's economic development website; also provided technical/research support to the Oconee County Economic Development Commission to assist in their industry recruitment and expansion efforts, which resulted in the announcement of \$65.7 million in capital investments and 80 new jobs in 2011
- Provided extensive GIS Technical support and expertise for GIS and GIS related projects throughout Oconee County; provided GIS system support and routine maintenance/patches, ESRI software license management and SQL Server backups; coordinated, installed, and launched internal version of Pictometry self hosting site and built web mapping services to enable measurement tools for the images; provided GIS user support as needed; Other activities included GIS support for the county-wide reassessment contractor and the Assessor's office.

**ACOG
generated
over \$1.9
Million for
Oconee
County
during
2011.**

- Administered the Appalachian Regional Component of the SCDOT 2007 Rural State Transportation Improvement Program, which included continuation of the \$4.5 million project to widen Sheep Farm Road
- Provided information and technical assistance to the Oconee County Joint Sewer Authority and county administration on wastewater planning issues and the role of the 208 Water Quality Plan
- Provided technical assistance with the update of the County's transit feasibility study
- Provided information and technical assistance on planning and zoning to the Oconee County Planning Department in the development of a zoning enabling ordinance
- WorkLink collaborated with multiple entities in Anderson, Oconee and Pickens Counties to offer the Business and Industry Showcase and Tri-County Community Job Fair to connect companies and employees and ensure that job seekers have the skills they need to find employment.

OCONEE COUNTY MUNICIPALITIES

2011 Highlights



For every dollar that Oconee County invested in ACOG during 2011, \$70 were returned to the County.

Salem

- Provided technical assistance to the Town related to planning matters

Seneca

- Worked with the City and Oconee County on the administrative tasks regarding a CDBG grant for Phase 3 of the Utica Mill Village sewer upgrade and assisted in the resubmission of an application for \$500,000 in CDBG funds for Phase 4 of the project

Walhalla

- Assisted the City in the administration of a \$500,000 CDBG grant for the Chickopee Mills infrastructure upgrade project
- Provided technical assistance to the City on planning matters

Westminster

- Continued the administrative activities for the \$224,000 CDBG grant awarded to the City to demolish the former Butler Street School, which poses a safety threat to area residents
- Assisted the City in the submission of an application for \$500,000 in ARC funds for the Northern Loop waterline project
- Provided technical assistance to the City on planning matters

West Union

- Facilitated a council retreat for the Town of West Union
- Continued to work with the Town on a \$110,000 CDBG-funded project to demolish the former West Union school building

Services to Seniors	\$293,452
Small Business and Entrepreneurial Loan Program	\$0
Private Capital Resulting from Loans	\$0
Federal Direct Grants	\$880,195
Workforce Development	\$773,720
Total Funding into Oconee County 2011	\$1,947,367
County's Annual Contribution to ACOG	\$27,951

PICKENS COUNTY

Services to Seniors	\$308,104
Federal Direct Grants	\$500,000
Workforce Development	\$740,080
Rural Transportation Enhancement Program	\$1,800,000
Total Funding into Pickens County 2011	\$3,348,184
County's Annual Contribution to ACOG	\$45,595



A Glimpse at 2011

Over \$3.3 Million generated from ACOG-related programs was directed to Pickens County during 2011.

- Leveraged \$123,000 in loans to businesses in Pickens County
- Contracted for \$308,104 in services for older adults in Pickens County, thereby providing 41,822 meals (16,363 home-delivered and 25,459 congregate); 4,003 hours of home care, 109,515 miles of transportation, and 55 hours of legal assistance
- Continued to assist the County and Tri-County Technical College with the administrative activities required for the CDBG grant to construct a workforce training facility on Powdersville Road in Easley and also with the administrative tasks involved for the ARC grant of \$500,000 to construct turn lanes and intersection improvements on Powdersville Road to improve safety at the new Easley campus
- Continued data and application updates for **InfoMentum Online**, a decision support system for Upstate SC, which includes an interactive mapping application linked to the county's economic development website; also provided technical/research support to Alliance Pickens to assist in their industry recruitment and expansion efforts, which resulted in the announcement of \$26.4 million in capital investments and 547 new jobs in 2011
- Provided ESRI ArcGIS training to Alliance Pickens staff and E-911
- Administered the Appalachian Regional Component of the SCDOT 2007 Rural State Transportation Improvement Program, which included continued construction on the intersection and railroad bridge on SC 133 in Clemson; The total project cost is \$6.1 million, of which \$3.5 million is from rural guideshares for the Appalachian Region.
- Provided staff support to the County's Transportation Planning Committee
- WorkLink collaborated with multiple entities in Anderson, Oconee and Pickens Counties to offer the Business and Industry Showcase and Tri-County Community Job Fair to connect companies and employees and ensure that job seekers have the skills they need to find employment.



PICKENS COUNTY MUNICIPALITIES

2011 Highlights

Central

- Prepared a redevelopment project plan for the Town for a tax increment financing district
- Worked with the Town to submit a request for a CDBG application to replace an existing fire station and continued the administration of the Town's \$500,000 CDBG grant for the Watkins / Head Street Sewer Upgrade Project
- Provided technical assistance to the Town on land use planning matters

Clemson

- Worked with the City to submit a request for a CDBG application for a drainage improvement project

Easley

- Facilitated a City Council planning retreat and provided a forum for Council to review goals and establish budget objectives for the new fiscal year
- Provided technical assistance to the City on land use planning matters



Easley Council Retreat at the CDG

Liberty

- Worked with the City to submit a request for a CDBG application for the Liberty Woodside Sewer Project
- Provided technical assistance to the City on land use planning matters

Pickens

- Received approval to administer the Village Renaissance CDBG grant for the City, and began meeting with the City Council and various citizen groups to develop the master plan for a mixed-use development plan for revitalization.
- Continued to work with the City on the administrative tasks involved with the award of CDBG-R funds to undertake energy conservation measures in several city-owned buildings
- Provided ESRI ArcGIS training to Internal ACOG staff in preparation for an upcoming City of Pickens revitalization project
- Developed a Village Renaissance Plan for the US 178 Gateway Corridor leading into the City; The plan is the first part of a three-phase project that will help the City apply for two \$500,000 CDBG grants to facilitate community development efforts in the neighborhoods along US 178 leading into downtown Pickens.
- Provided staffing to the City of Pickens Planning Commission, Zoning Board of Appeals, and Board of Architectural Review along with staff support in the administration of the City's Zoning Ordinance and general planning matters

Six Mile

- Provided technical assistance to the Town on land use planning matters

**In 2011,
for every
dollar
invested
by Pickens
County,
ACOG
programs
returned
\$73**

SPARTANBURG COUNTY

Services to Seniors	\$512,815
Small Business and Entrepreneurial Loan Program	\$191,250
Private Capital Resulting from Loans	\$267,750
Federal Direct Grants	\$699,000
Transit Funding	\$175,200
Total Funding into Spartanburg County 2011	\$1,846,015
Annual Contribution to ACOG	\$111,436



A Glimpse at 2011

**ACOG
generated
over
\$1.8 Million
for
Spartanburg
County
during 2011.**

- Approved \$191,250 in ALF loan funds and leveraged another \$5.4 million in loans to Spartanburg County businesses
- Contracted for \$512,815 in services for older adults in Spartanburg County, thereby providing 40,544 meals (7,605 home-delivered and 32,939 congregate); 1,299 hours of home care, 220,517 miles of transportation, and 453 hours of legal assistance
- Provided advice and assistance to the Spartanburg Recreation District on financial and personnel issues
- Assisted Spartanburg County with the recruitment of a new county administrator by preparing a revised job description, job advertisement, potential questions, etc.
- Continued discussions with officials from Spartanburg Community College on possible ARC and EDA funding to renovate a former school building in downtown Spartanburg for use as a general classroom facility for SCC.
- Continued data and application updates for **InfoMentum Online**, a decision support system for Upstate SC, which includes an interactive mapping application linked to the county's economic development website; also provided technical/research support to the County Planning Department, as well as the Spartanburg Chamber Economic Futures Group to assist in their industry recruitment and expansion efforts, which resulted in the announcement of \$269.6 million in capital investments and 964 new jobs in 2011
- Administered the Appalachian Regional Component of the SCDOT 2007 Rural State Transportation Improvement Program, which included the second phase of upgrades to SC 9; Right-of-Way acquisition continued using \$1.6 million in rural guideshares from the Appalachian Region.
- Coordinated with Spartanburg GIS to obtain data for use with planning projects; provided GIS support as requested

SPARTANBURG COUNTY MUNICIPALITIES

2011 Highlights



Chesnee

- Continued to work with the City on the \$500,000 CDBG project to undertake Phase 3 of the City's streetscape efforts

Cowpens

- Continued to assist the Town in the submission of a CDBG application to Spartanburg County in the amount of \$250,000 to provide funds to construction the Cowpens Community Center and also assisted in the submission of an application for \$99,000 in RBEG funds through the USDA for a farmers market

Inman

- Provided technical assistance with regard to planning matters

Lyman

- Provided technical assistance with regard to planning matters

Pacolet

- Facilitated a retreat for the Town Council and also provided technical assistance with regard to planning matters

Reidville

- Facilitated a retreat for the Town related to the establishment of a local police department and municipal court system and also provided technical assistance with regard to planning matters

Spartanburg

- Provided technical assistance to the City in the areas of reorganization and municipal court overview. Also assisted the city manager's department through the preparation of a population density map of the six-county ACOG region

Wellford

- Continued to work with the City on positioning them to be able to reapply for a CDBG grant and an ARC grant to construct sewer lines in the Main Street area to alleviate problems residents are having with malfunctioning septic tanks.
- Assisted the City with the submission of an application for ARC funds to renovate an existing building to be used by ReGenesis Health Care to provide medical services to low-income persons

Woodruff

- Provided legislative updates and information to the Woodruff Chamber of Commerce
- Completed work with the City to update their Comprehensive Plan and provided technical assistance with planning matters

**For every
dollar
invested by
Spartanburg
County in
2011, ACOG
programs
returned
\$16**

Meet the Board 2012

The Board and Staff of the Appalachian Council of Governments looks forward to a productive 2012. These are challenging times for many local governments and other public agencies.

Please contact us if we can help in any way.

Anderson County

Sen. William "Billy" O'Dell
Carthel Crout
Dennis Claramunt

Eddie Moore
Mayor Terence Roberts
Ted Mattison

Francis Crowder
Rick Laughridge

Cherokee County

Rep. Dennis C. Moss
Ed Elliott

Rufus Foster, Jr.
J. Frank Harris

Mayor Henry Jolly

Greenville County

Rep. Bill Wylie
Joe Dill
Amy Ryberg Doyle
Lottie Gibson

Dan Rawls
Wayne McCall
Don Godbey

Butch Kirven
David Sudduth
Rev. Grady Butler

Oconee County

Sen. Thomas C. Alexander
Bob Winchester

Reg Dexter
Bennie Cunningham

Ernest Riley

Pickens County

Rep. Eric J. Bikas
Mayor Larry Bagwell

G. Neil Smith
Tom Hendricks

Trey Whitehurst
James C. Jackson III

Spartanburg County

Rep. Mike Forrester
Jane Hall
Jan Scalisi
Loretta Smith

Dale Culbreth
Mayor Robert Briggs
Charles "Chet" Morris, Jr.

O'Neal Mintz
Mayor Junie White
Elbert S. Tillerson, Sr.

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
PROCLAMATION P2012-01

**A PROCLAMATION COMMEMORATING THE
FIFTIETH ANNIVERSARY OF TRI COUNTY TECHNICAL COLLEGE**

Whereas, fifty years ago (April 7, 1962), Tri-County Technical College made South Carolina history by becoming the first multi-county technical institute in the State; and

Whereas, Tri-County was founded in 1962 when the tri-county residents pooled their resources to plan the College after Act 323, Section 23, of the South Carolina General Assembly established the State Committee for Technical Education and provided for the establishment of regional centers; and

Whereas, Governor Ernest (Fritz) Hollings signed Act 905 of the General Assembly on April 7, 1962, creating what would eventually become Tri-County Technical College; and

Whereas, its mission was to serve as a tool for economic development and to attract diverse manufacturing industries to South Carolina, as well as a serving as a comprehensive community college providing equal educational opportunities for all citizens; and

Whereas, the Tri-County Technical Education Center opened the doors of Pickens Hall September 10, 1963, and attracted 919 students during its first year of operation; and

Whereas, the College has grown from a Technical Education Center to today's comprehensive two-year college featuring 25 associate degree, seven diploma, 54 certificate programs, and more than 13,000 non-credit courses in continuing education; and

Whereas, Tri-County is still dedicated to preparing the State's greatest resource – its people – for employment in the every-changing, fast-paced work environment of today and tomorrow; and

Whereas, the College meets the needs of new and expanding industry through the readySC program, one of the State's greatest incentives and often the deciding factor for industries to locate new jobs in South Carolina; and

Whereas, Tri-County has been led by three presidents: W.T. (Bill) Yarborough from 1962 - 1971; Dr. Don C. Garrison, 1971 – 2003; and Dr. Ronnie L. Booth, 2003 – present; and

Whereas, from the time Dr. Don C. Garrison assumed the presidency at Tri-County in 1971 until his retirement on July 31, 2003, he was known as a tireless advocate for technical education, placing Tri-County at the forefront of two-year colleges in the U.S.; and

Whereas, Dr. Garrison established the first memorial to military veterans from Anderson, Oconee, and Pickens counties who died in Vietnam. Located at the main entrance to the Pendleton Campus, the College dedicated its Vietnam Veterans Memorial, the first in the State, on May 25, 1980; and

Whereas, in the last eight years, Dr. Ronnie L. Booth has made college accessible, available, and affordable to residents across the tri-county region by opening the College's first three community campuses – the Anderson Campus, the Oconee Campus at the Hamilton Career Center, and the Easley Campus.

Whereas, bringing Tri-County Technical College to Oconee County came to fruition in the fall of 2007, when administrators and educators from Tri-County and the Oconee County School District joined representatives

from Oconee Medical Center, Oconee County Council, and legislators and community members to dedicate the Tri-County Technical College Oconee Campus at the Hamilton Career Center.

Whereas, giving the College a presence in Seneca brings its services closer to Oconee County residents, increasing community involvement, and expanding educational opportunities; and

Whereas, the Oconee Campus has a QuickJobs Development Center designed to provide the training necessary to build a strong, viable workforce;

Whereas, QuickJobs training programs, offered through the Corporate and Community Education Division, include classes that offer quick and affordable training for displaced and under-employed workers in a series of in-demand jobs; and

Whereas, under Dr. Booth's leadership, growth during the past five years has been especially significant, as more and more Oconee County citizens are making Tri-County their college of choice. Fall 2011 enrollment reached 6,941 students – the largest in Tri-County's history.

Whereas, in addition to quality instructional programs taught by faculty who can offer one-on-one instruction, the College is dedicated to student success with financial aid, counseling, career services and advising from the time of admission until graduation; and

Whereas, over the past five years, the average salary of Tri-County graduates has exceeded the State average by eight percent, and Tri-County students enjoy a 21% annual return on their investment. For every dollar invested, Tri-County students receive six dollars in higher future earnings over an expected 30-year career; and

Whereas, the College's vision statement focuses on becoming *the* role model for community college education through dedication to high standards, a nurturing environment, community alliance, and innovative leadership; and

Whereas, over the past 50 years, the College has grown into a comprehensive community college that serves the educational needs and significantly contributes to the quality of life enjoyed by Anderson , Oconee and Pickens county residents;

NOW, THEREFORE, BE IT RESOLVED this 3rd day of April, 2012, that the Oconee County Council formally honors Tri-County Technical College for its 50 years of service to the citizens of Oconee County by providing quality education and to contributing to the economic development of the State.

FOR OCONEE COUNTY:

Joel Thrift
Chairman, Oconee County Council

ATTEST:

Elizabeth G. Hulse
Oconee County Clerk to Council



PUBLIC HEARING SIGN IN SHEET

OCONEE COUNTY COUNCIL MEETING

DATE: April 3, 2012

6:30 p.m.

Ordinance 2012-05 "AN ORDINANCE TO REVISE AND AMEND *ARTICLE IV. BOARDS, COMMISSIONS AND COMMITTEES OF CHAPTER 2. ADMINISTRATION, AND ARTICLE II. ECONOMIC DEVELOPMENT COMMISSION OF CHAPTER 24. PLANNING AND DEVELOPMENT* OF THE OCONEE COUNTY CODE OF ORDINANCES IN CERTAIN LIMITED REGARDS AND PARTICULARS, ONLY; AND OTHER MATTERS RELATED THERETO"

Ordinance 2012-06 "AN ORDINANCE TO REVISE AND AMEND *DIVISION 2. MEETINGS OF ARTICLE II. COUNTY COUNCIL OF CHAPTER 2. ADMINISTRATION* OF THE OCONEE COUNTY CODE OF ORDINANCES IN CERTAIN LIMITED REGARDS AND PARTICULARS ONLY; AND OTHER MATTERS RELATED THERETO"

Ordinance 2012-11 "AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND BORGWARNER TORQTRANSFER SYSTEMS INC.; 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.

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

Ordinance #	2012-05	2012-06	2012-11
1. Bozo Richards	/		
2. George Cleveland	/		
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15. B. J.	/	/	
16. B. J.	/	/	
17.			

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE NO. 2012-05**

AN ORDINANCE TO REVISE AND AMEND *ARTICLE IV. BOARDS, COMMISSIONS AND COMMITTEES OF CHAPTER 2. ADMINISTRATION, AND ARTICLE II. ECONOMIC DEVELOPMENT COMMISSION OF CHAPTER 24. PLANNING AND DEVELOPMENT OF THE OCONEE COUNTY CODE OF ORDINANCES IN CERTAIN LIMITED REGARDS AND PARTICULARS, ONLY; AND OTHER MATTERS RELATED THERETO*

WHEREAS, Oconee County, South Carolina (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina (the "State"), acting by and through its governing body, the Oconee County Council (the "County Council"), has adopted multiple ordinances for the effective, efficient governance of the County, which, subsequent to adoption, are codified in the Oconee County Code of Ordinances (the "Code of Ordinances"), as amended, from time to time; and

WHEREAS, *Article IV. Boards, Commissions and Committees of Chapter 2. Administration.* of the Code of Ordinances, contains provisions applicable to many County boards and commissions appointed by, or otherwise under the direction and control of County Council; and

WHEREAS, other sections of the Code of Ordinances, including, without limitation, *Article II. Economic Development Commission of Chapter 24. Planning and Development* of the Code of Ordinances likewise contain provisions applicable to other County boards and commissions appointed by, or otherwise under the direction and control of County Council; and

WHEREAS, from time to time, provisions of the Code of Ordinances need to be amended, to update such provisions, to add guidelines and procedures and rules applicable to Oconee County government, and to update all provisions of the Code of Ordinances, to keep them in concert and accord with state and county law and regulations; and

WHEREAS, there is a need to provide overall guidance to all County boards and commissions, with regard to their conduct of County business, their procedures, and their observance of state and County law and regulations; and

WHEREAS, there is a need to amend, specifically, the provisions of *Article IV. Boards and Committees of Chapter 2. Administration.* of the Oconee County Code of Ordinances pertaining to the Oconee County Aeronautics Commission; and

WHEREAS, there is a need to amend, specifically, *Article II. Economic Development Commission of Chapter 24. Planning and Development.*, of the Oconee County Code of Ordinances, pertaining to the Oconee County Economic Development Commission; and

WHEREAS, there is a need to move the current *Section 2-241., Worthless Check Unit* of the Oconee County Code of Ordinances from its current location in *Article IV. Boards, Commissions and Committees of Chapter 2. Administration.*, of the Oconee County Code of Ordinances to a more appropriate location, at (and as) *Article I of Chapter 20. Offenses and Miscellaneous Provisions.*, of the Oconee County Code of Ordinances:

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

1. The entire narrative content of what is currently numbered as *Section 2-241. Worthless Check Unit*, of *Article IV. Boards, Commissions and Committees, of Chapter 2. Administration.*, of the Oconee County Code of Ordinances is hereby directed to be moved to and codified at *Section 20-1. Worthless Check Unit* of *Article I of Chapter 20* of the Oconee County Code of Ordinances. The remaining current sections of *Article I of Chapter 20* of the Oconee County Code of Ordinances shall thereafter be renumbered as *Sections 20-2, 20-3, and 20-4 through 20-100*, respectively.

2. *Section 2-241. Generally.*, of *Article IV. Boards, Commissions, and Committees, of Chapter 2, Administration.*, of the Oconee County Code of Ordinances is hereby created and written to state:

“Section 2-241. Generally. These regulations and procedures shall apply to all Oconee County boards, commissions, committees, or similar entities created by Oconee County Council under the auspices and authority of Section 4-9-30 of the South Carolina Code, 1976, as amended or any other such entity subject to the rules and regulations of, or controlled by Oconee County Council, which is not otherwise regulated or controlled by State law, all of which, collectively, are hereby referred to as “Board” or “Boards”. The following regulations are in addition to, not in lieu of, all others contained in the Code. In the event of any inconsistency, only, specific regulations applicable to any Board shall prevail over these general regulations, except as explicitly stated otherwise herein.

Beginning January 1, 2012, all terms of office shall run from January 1 through December 31 of the respective years of appointment and termination. All Board terms shall be co-terminus, but with the initial appointments of new Council members not scheduled to be made until June of the first year of the Council member’s term. A staggered appointment schedule for all County Council-appointed Boards will be maintained in the County Council office by the Clerk to Council.

No member of a Board (“Member”) shall serve on more than one Board at any given time. County employees may not serve on a county Board. Any Member serving outside of their appointing district after centennial redistricting may complete the unfinished portion of their term but may not be reappointed in the old district. Appointment terms will be for four (4) years unless otherwise stated herein. No member shall serve more than two (2) consecutive terms and will not be eligible for reappointment for an additional one (1) year period, thereafter. The provisions on terms and term limits shall not operate to prematurely

terminate the term of any Member serving at the time of adoption of these regulations, but shall apply to any terms or prospective terms thereafter.

Interested candidates for any Board will be requested to complete the "Questionnaire for Board/Commission" and submit it to the Clerk to Council for distribution to Council. Council is not required to select a Member from the submitted Questionnaires; members of Council may directly solicit a candidate for any appointment by the Board.

Notwithstanding any other provision of the Code, all Boards will be appointed by the methodology of one (1) member from each council district (nominated by the Council Member representing that district) and At Large representatives as required to meet the Board membership total, as stated herein.

All appointments to each Board will be made upon recommendation by a council member and an affirmative vote by full council. The same process will be utilized for removal of any Member.

All Boards addressed by this Section shall use the Model Rules of Parliamentary Procedure for South Carolina Counties, published by the South Carolina Association of Counties, as the basis for their parliamentary procedures.

A Member who is absent from three consecutive meetings without adequate excuse, such as documented illness, shall be reported by the chairperson of that Board to Council and is subject to replacement by Council. Any Member may also be removed or replaced at will by majority vote of Council upon the motion of the appointing Council member at any time, unless appointment is required by or regulated by State or Federal law.

Each Board shall annually elect a chairperson, a vice chairperson, and a secretary. Each newly elected chairperson shall, as soon as practically possible, attend an appropriate training session regarding the procedures for proper governance of such Board. Additionally, the entire Board shall participate in an informative meeting detailing the function and duties of such Board. All such training sessions are the responsibility of the County department or agency with which the Board is most closely associated.

Each Board shall make recommendations in its area of expertise to Council. Recommendations may be submitted either in writing, or be formally presented at a Council meeting by a designated Member. No recommendation of any Board shall become effective unless or until approved or enacted or implemented by Council.

Each Board shall enact by-laws, not in conflict with this section or State law, which govern the conduct of meetings, attendance, committees and the regular business of the Board.

All County Boards shall comply with the provisions of the South Carolina Freedom of Information Act ("FOIA") and the requirements set forth in the Code of Ordinances

and subsequent ordinances concerning freedom of information and the conduct of public meetings.

Members of County Boards, generally, are defined as “public officials” under the South Carolina Ethics Act, S.C. Code 1976, § 8-13-100 et seq., as amended. It shall be the responsibility of Members, individually and collectively, to become familiar with the provisions of that law and conduct themselves accordingly. As stated in the South Carolina Ethics Act, and without limiting the applicability of any other provision of the South Carolina Ethics Act, Members of County Boards shall not use membership on the County Board to obtain a direct personal economic interest, an economic interest for the immediate family of the Member, an economic interest for an individual with whom the Member is associated, or an economic interest for a business with which the Member is associated. These requirements are applicable to all County Boards, and their Members, both through the South Carolina Ethics Act and, separately, through this section.

County Council shall meet with Board members and delineate duties and responsibilities of each Board, as necessary and appropriate. The role of the various boards and commissions may be changed by the County Council from time to time, within the parameters of state law, so as to best meet the needs of the County.”

Each Board will have a staff liaison to be designated by either County Council or the County Administrator. It is the responsibility of Staff Liaison to notify the Clerk to Council regarding resignations and/or vacancies on any board. It is also the responsibility of the Staff Liaison to monitor the appointment schedule and inquire and report to the Clerk to Council if current members wish to be considered for reappointment or replacement.

3. *Section 2-262. Membership of Division 2. Aeronautics Commission. of Article IV. Boards, Commissions, and Committees. of Chapter 2. Administration., of the Oconee County Code of Ordinances is hereby revised, and rewritten to state:*

“Section 2-262. Membership.

(a) The membership of the county aeronautics commission shall be seven in number, selected and appointed by a majority vote of the membership of the county council voting in council, duly assembled, with one member being selected from each of the five council districts in existence and as delineated on February 1, 2012, upon the nomination (motion) of the council member from that respective council district, and two (2) members selected at large, from the County as a whole, by majority vote of County Council. If after an appointment of a member to represent a particular council district of the county to this commission, such district is altered, then such member shall continue to serve thereon for the remainder of the term to which he is appointed, irrespective of his place of residence. If the county is further divided into additional districts, additional appointments of members to the commission to represent the newly created district may be made by the county council, in the same manner described herein, by district, without further legislative action required by County Council.

(b) Should any member of this commission move and establish residence outside the county or the district where such member was residing at the time of the appointment to this commission, such moving shall constitute a resignation by the member and a replacement member shall be appointed to fill the unexpired term of such resigned member.”

4. *Section 2-263. Terms of Members., of Division 2. Aeronautics Commission. of Article IV. Boards, Commissions, and Committees. of Chapter 2. Administration. of the Oconee County Code of Ordinances is hereby revised, and rewritten to state:*

“Section 2-263. Terms of Members.

(a) Each member shall serve for a term of four years, except that the initial term of the second at-large member selected by County Council shall be for a period of two years, and thereafter all members shall serve for a four year term or until their successors in office are duly appointed.

(b) If any member of the commission shall fail to attend 50 percent of the regularly scheduled meetings within a period of 12 calendar months, he shall be deemed to have resigned his position and may be replaced without notice by action of the county council. If such absences are excused by the chair of the commission and/or the chief administrative officer of the county, then this subsection may be waived.”

5. *Article II. Economic Development Commission. of Chapter 24. Planning and Development. of the Oconee County Code of Ordinances is hereby revised and rewritten to state:*

“Article II. Economic Development Commission.

Sec. 24-31. Membership.

(a) The membership of the county economic development commission shall be composed of five members. Each county council member will nominate (motion) one member from their respective district to the commission, to be voted on, and elected by majority vote, by County Council. The commission will elect one of the appointed members to serve a two-year term as chairperson. If, after an appointment of a member to represent a particular council district of the county to the commission, such district is altered, then such member shall continue to serve thereon for the remainder of the term to which he is appointed. In the event the county is further divided into additional districts, additional appointments of members to the commission to represent the newly created districts may be made by the county council in the same manner described herein, by district, without further legislative action required of County Council.

(b) Should any member of this commission move and establish residence outside the county or the district where such member was residing at the time of the appointment to the commission, such moving shall constitute a resignation by the member and a replacement member shall be appointed to fill the unexpired term of such resigned member.

(c) Nonvoting *ex officio* members from the following agencies and organizations shall be invited to serve on the economic development commission by virtue of their positions of importance to the county:

- (1) Oconee County Administrator
- (2) Council Economic Development Committee Chair.
- (3) President, Tri-County Technical College.
- (4) Superintendent, School District of Oconee County.
- (5) President/CEO, Oconee Regional Medical Center.
- (6) (Officer/BOD), Clemson University (or as specified by the President of Clemson University).
- (7) Oconee Joint Regional Sewer Authority Superintendent.
- (8) Director, Oconee County Planning Commission.
- (9) Representative, Oconee Alliance.

Additional *ex officio* members may be added by a majority vote of the county council.

Sec. 24-32. Term of members.

(a) Each appointed member shall serve for a term of four years, or until their successors in office are duly appointed. No member will serve more than 12 consecutive years on the commission and no member will hold the same office for more than six consecutive years.

(b) If or in the event any member of the commission shall fail to attend 50 percent of the regularly scheduled meetings within a period of 12 calendar months, he shall be deemed to have resigned his position and may be replaced without notice by action of the county council. If absences are excused by the chairperson of the commission, this provision may be waived.

Sec. 24-33. Removal of members.

Appointed members of the county economic development commission may be removed at any time by a majority vote of the county council for cause, conflict of interest, or any action or activity that discredits the county and/or commission.

Sec. 24-34. Training.

Each member of the county economic development commission shall be encouraged to attend all four (4) sessions of the South Carolina Economic Developers' Institute., Tuition, food, travel and lodging expenses for the training is to be compensated through the economic development commission fiscal year budget.

Sec. 24-35. Organization, meetings, officers.

(a) The county economic development commission shall meet at the call of the chairperson and at such times as the chairperson or commission may determine. The Commission shall meet in at least ten (10) months of each calendar year.

(b) The director of the county economic development commission shall be an employee of the county and shall serve at the pleasure of the county administrator. He shall not have the right to vote.

(c) At the January meeting of each even-numbered year, there shall be elected a chairperson and a vice-chairperson from the appointed commission members, together with such other officers as the commission may deem necessary, and these officers will serve for a period of two years or until their successors are duly elected and qualified. Vacancies in any such office by reason of death, resignation or replacement shall be filled for the unexpired term of the officer whose position become vacant. The director or the administrative assistant of the economic development commission shall serve as secretary of the commission.

(d) The commission shall adopt rules of organizational procedure and shall keep a record of its resolutions, findings, determinations and recommendations to the County Council. The media and public shall be notified of all meetings in accordance with the State Freedom of Information Act. A quorum shall consist of the majority (three (3)) of appointed commission members (not including *ex officio* members). The economic development director may purchase equipment and supplies and may employ or contract for such staff and such experts as he considers necessary and consistent with funds appropriated by the County Council and approved by the county administrator.

Sec. 24-36. Powers and duties.

(a) The duties of the county economic development commission shall be, *inter alia*, as follows:

(1) To advise the County Council on any matter affecting the industrial and/or economic development of the County. Such advice shall be made in the form of a written report to the council. Reports shall be presented to the chair of the County Council and the County Administrator or their designees within a reasonable time.

(2) To participate in the formulation of the budget and budgetary appropriations affecting the area of concern of the commission.

(3) To attend County Council, planning commission, and other meetings as necessary to support the work of the commission and its economic development efforts.

(4) To prepare plans and recommendations to the County Council and the County Administrator in the area of its activity, with recommendations for the implementation of such plans.

(5) To advise and recommend the employment of or the removal of commission employees to the county administrator.

(6) To institute a program for the encouragement of current industries to remain and expand when the economy permits and for new industrial operations to locate in the county, so as to provide additional jobs and places of employment for county citizens.

(7) To recommend ordinances of countywide application that would encourage planning and growth of the county, both in population and in business and industrial base.

(8) To confer with and cooperate with other local, regional, state and federal agencies in the development and improvement of industrial and economic development in the county to the extent such cooperation is authorized by this article.

(9) To review these regulations as frequently as required (but no less frequently than once every two (2) years) to ensure that they are up to date, in accord with County and State law, and provide adequate means to carry out the mission(s) of the commission. Any amendment to or modification of these regulations shall be by approved ordinance of County Council, and shall only be undertaken in concert with a recommendation as to such amendment or modification by the commission (although County Council is not bound by such recommendation).

(10) To perform such additional duties and functions as shall be prescribed by the county administrator and/or county council.

(b) Any advice or recommendations to the County Council may be prepared and presented orally by the chairman of the commission at a regularly scheduled meeting of Council after due notice for agenda purposes, or in writing forwarded to the chairman of the County Council and the County Administrator for dissemination to Council members.

Sec. 24-37. Reimbursements.

Each member of the County economic development commission shall be reimbursed for expenses for out-of-county travel, food, lodging and registration at economic development related events. Any expense for same shall be first approved by the County Administrator, unless the same is made by the chairperson of the commission and submitted for approval and payment to the County Council. In no event shall any member of the commission be entitled to any other compensation, direct or indirect, for services on the commission. Members of the commission shall not provide any services to the commission or provide any services, materials, products, goods or equipment to the County unless the same is sold or offered for sale in accordance with existing county and state purchasing procedures.”

5. 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.

6. 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.

7. 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.

8. 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 3rd day of April, 2012.

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: January 18, 2012 [in title only]
Second Reading: February 7, 2012 [tabled prior to vote]
Second Reading: March 20, 2012
Public Hearing: April 3, 2012
Third Reading: April 3, 2012

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE NO. 2012-06**

AN ORDINANCE TO REVISE AND AMEND *DIVISION 2. MEETINGS OF ARTICLE II. COUNTY COUNCIL OF CHAPTER 2. ADMINISTRATION OF THE OCONEE COUNTY CODE OF ORDINANCES IN CERTAIN LIMITED REGARDS AND PARTICULARS ONLY; AND OTHER MATTERS RELATED THERETO*

WHEREAS, Oconee County, South Carolina (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina (the "State"), acting by and through its governing body, the Oconee County Council (the "County Council"), has adopted multiple ordinances for the effective, efficient governance of the County, which, subsequent to adoption, are codified in the Oconee County Code of Ordinances (the "Code of Ordinances"), as amended, from time to time; and

WHEREAS, *Article II of Chapter 2. Administration.*, of the Code of Ordinances, entitled *County Council*, contains provisions applicable to the composition of and duties and procedures applicable to County Council; and

WHEREAS, *Division 2. Meetings*, of such *Article II.* contains provisions applicable to and regulating the meetings of County Council; and

WHEREAS, from time to time, provisions of the Code of Ordinances need to be amended, to update such provisions, to add guidelines and procedures applicable to Oconee County government, and to update all provisions of the Code of Ordinances, to keep them in concert and accord with state and county law and regulations; and

WHEREAS, there is a need to provide overall revision to all regulations governing the conduct of County Council meetings, with regard to their conduct of county business, their procedures, and their observance of state and county law and regulations; and

WHEREAS, there is a need to amend, specifically, the provisions of *Article II of Chapter 2* of the Oconee County Code of Ordinances pertaining to Oconee County Council and its meetings; and

WHEREAS, there is a need to amend, specifically, *Division 2. Meetings* of such *Article II. County Council of Chapter 2. Administration* of the Oconee County Code of Ordinances, pertaining to Oconee County Council and its meetings and procedures and guidelines applicable thereto:

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

1. *Division 2. Meetings of Article II. County Council* of the Oconee County Code of Ordinances is hereby revised and amended to state:

"Sec. 2-61. Access to and conduct at county meetings, facilities and property.

(a) *Purpose.* The county council has determined that it is necessary to regulate access to county facilities, grounds and property in order to ensure the safety and security of the public who visit these areas or the county employees who serve them. The conduct of persons who visit county facilities and/or who have contact with county employees must also be regulated to preserve public order, peace and safety. The regulation of access and conduct must be balanced with the right of the public to have reasonable access to public facilities and to receive friendly, professional service from county employees. These regulations apply to all County facilities and meetings, as defined below, for and over which County Council exercises control and regulation, and to the extent, only, not pre-empted by State or Federal law.

(b) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Facility means any building, structure, or real property owned, leased, rented, operated or occupied by the county or one of its departments, offices or agencies.

Meeting means any assemblage of persons for the purpose of conducting county governmental business, operations or functions or any assemblage of persons within a county governmental Facility. The term "meeting" includes, but is not limited to, county council meetings, county board and committee and staff meetings, trials, hearings and other proceedings conducted in the courts of general sessions and common pleas, family court, master-in-equity, probate court and magistrate's court; and other meetings by entities duly authorized by the county council.

(c) *Prohibited acts.* It shall be unlawful for any person to:

(1) Utter loud, obscene, profane, threatening, disruptive or abusive language or to engage in any disorderly or disruptive conduct that impedes, disrupts or disturbs the orderly proceedings of any meeting, or operations of any department or function of the county government, including, without limitation, speaking when not explicitly recognized and authorized to do so by the presiding official in such meeting.

(2) Bring, carry, or otherwise introduce any firearm, knife with blade longer than two (2) inches or other dangerous weapon, concealed or not concealed, into any facility or meeting. This prohibition does not apply to law enforcement personnel or any other person whose official, governmental duties require them to carry such firearm, knife, or other weapon.

(3) Engage in partisan political activity, including speech, in any meeting not authorized and called for the purpose of partisan political activity and explicitly authorized for such purpose in the Facility in which such activity is to be conducted, or refusing to cease such activity when the presiding official of the meeting in question has ruled that the activity in question is partisan political activity and has directed that such activity stop.

(4) Interfere with, impede, hinder or obstruct any county governmental official or employee in the performance of his duties, whether or not on county government property.

(5) Enter any area of a county government Facility, grounds or property when such entry is prohibited by signs, or obstructed or enclosed by gates, fencing or other physical barriers. Such areas include rooms if clearly marked with signs to prohibit unauthorized entry.

(6) Enter by vehicle any area of a county governmental Facility, grounds or property when such area is prohibited by signs or markings or are obstructed by physical barriers; or park a vehicle in such restricted areas; or park in a manner to block, partially block or impede the passage of traffic in driveways; or park within 15 feet of a fire hydrant or in a fire zone; or park in any area not designated as a parking space; or park in a handicapped parking space without proper placarding or license plate; or park in a reserved parking space without authorization.

(7) Use any county governmental Facility, grounds or other property for any purpose not authorized by law or expressly permitted by officials responsible for the premises.

(8) Enter without authorization or permission or refuse to leave any county governmental Facility, grounds or other property after hours of operation.

(9) Obstruct or impede passage within a building, grounds or other property of any county governmental Facility.

(10) Enter, without legal cause or good excuse, a county governmental Facility, grounds or property after having been warned not to do so; or, having entered such property, fail and refuse without legal cause or good excuse to leave immediately upon being ordered or requested to do so by an official, employee, agent or representative responsible for premises.

(11) Damage, deface, injure or attempt to damage, deface or injure an county governmental property, whether real property or otherwise.

(12) Enter or attempt to enter any restricted or nonpublic ingress point or any restricted access area, or bypass or attempt to bypass the designated public entrance or security checkpoint of a Facility without authorization or permission.

(13) Perform any act which circumvents, disables or interferes with or attempts to circumvent, disable or interfere with a Facility's security system, alarm system, camera system, door lock or other intrusion prevention or detection device. This includes, without limitation, opening, blocking open, or otherwise disabling an alarmed or locked door or other opening that would allow the entry of an unauthorized person into a Facility or restricted access area of the Facility.

(14) Exit or attempt to exit a facility through an unauthorized egress point or alarmed door.

(d) *Penalty for violation of section.* Any person violating the provisions of this section shall be deemed guilty of a misdemeanor and, upon conviction, shall be punished in accordance with section 1-7. In addition, vehicles that are improperly parked on any county property, Facility, or other premises may be towed at the owner's expense."

2. *Section 2-36(a)(1) Names and Responsibilities.* of the Oconee County Code of Ordinances is hereby revised and amended to state:

“(a) *Standing committees.*

(1) *Names and responsibilities.* The county council shall maintain five standing committees. The county council shall deal with matters at the committee level prior to its being brought to the full county council if it is judged appropriate by the council chair or by a majority vote of council members. Each standing committee shall be responsible for doing appropriate research and preparing informed recommendations on specific matters that are assigned. The five standing committee names reflect their general areas of jurisdiction:

- a. Budget, finance and administration committee;
- b. Transportation committee;
- c. Real estate, facilities and land management committee;
- d. Law enforcement, public safety, health and welfare committee;
- e. Planning and economic development committee.

3. 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.

4. 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.

5. 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.

6. 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 3rd day of April, 2012.

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: January 18, 2012 [in title only]
Second Reading: February 7, 2012 [tabled prior to vote]
Second Reading: March 20, 2012
Public Hearing: April 3, 2012
Third Reading: April 3, 2012

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE COUNTY
ORDINANCE 2012-11**

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND BORGWARNER TORQTRANSFER SYSTEMS INC.; 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, BorgWarner TorqTransfer Systems Inc., 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 an automotive parts and products manufacturing facility (the "Project") in which the minimum level of new taxable investment will be not less than Twenty-Five Million Dollars (\$25,000,000) 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-five percent (25%) 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 March 6, 2012, 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 agreed (i) to maintain an investment in the Project which equates or exceeds \$25,000,000 in new, taxable property (without regard to depreciation) for ten (10) years following achievement of that level of investment; and (ii) to maintain an investment of not less than \$15,000,000 (without regard to depreciation) for the succeeding ten (10) years; and

WHEREAS, the Company's Project is located 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 an automotive parts and products 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-five percent (25%) 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 _____ day of April, 2012

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: March 6, 2012
Second Reading: March 22, 2012
Public Hearing: April 3, 2012
Third Reading: April 3, 2012

FEE AGREEMENT

between

OCONEE COUNTY, SOUTH CAROLINA

and

**BorgWarner TorqTransfer Systems Inc.,
A Delaware Corporation**

Dated as of April 1, 2012

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

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Oconee County, South Carolina

FEE AGREEMENT

THIS FEE AGREEMENT (this "Fee Agreement") is made and entered into as of April 1, 2012, 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 BorgWarner TorqTransfer Systems Inc. (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 March 6, 2012 and by the Company on April __, 2012 (referred to herein as the "Inducement Agreement") authorized by a resolution adopted by the County Council on March 6, 2012 (referred to herein as the "Inducement Resolution"), the Company has agreed to acquire and equip by construction, lease-purchase, lease or otherwise, an automotive parts and products manufacturing 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 \$25,000,000 in the County within five (5) years of the end of the Company tax year in which this Agreement is executed and the \$25,000,000 level of that investment shall be maintained for the initial ten (10) years of the Fee Agreement, without regard to depreciation and a \$15,000,000 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 April 3, 2012 (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 BorgWarner TorqTransfer Systems Inc., 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, Improvements and Equipment, as defined herein, comprising the Project which are eligible for inclusion as economic development property under the Act, become subject to the Fee Agreement, and which are identified by the Company in connection with its required annual filing of a SCDOR PT-100, PT-300 or comparable form with the South Carolina Department of Revenue and Taxation (as such filing may be amended from time to time) for each year within the Investment Period. Title to all Economic Development Property shall at all times remain vested in the Company.

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

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

"Facility" shall mean any such facility that the Company may cause to be constructed, acquired, modified or expanded in Oconee County, South Carolina on the land owned, 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 March 6, 2012 and the Company on _____, 2012 as authorized by the Inducement Resolution.

"Inducement Resolution" shall mean the resolution of the County Council adopted on March 6, 2012, authorizing the County to enter into the Inducement Agreement.

"Investment Period" shall mean the period commencing January 1, 2012, 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 Twenty-Five Million Dollars (\$25,000,000) 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 \$25,000,000 of that investment shall be maintained for the initial ten (10) years of the Fee Agreement, without regard to depreciation and \$15,000,000 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, 2037 or December 31, 2042, 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(21) of the Act, as

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

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

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

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

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

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

"Special Source 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 expansion of an automotive parts and products manufacturing 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 \$25,000,000 in qualifying taxable investment in eligible, Economic Development Property in the County within five (5) years following the end of the Company tax year in which this Agreement is executed. The Company will invest not less than Twenty-Five Million Dollars (\$25,000,000) 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 \$25,000,000 Minimum Investment, without regard to depreciation, not be maintained for the initial ten (10) years of the Fee Agreement and \$15,000,000 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 on certain land now owned or hereafter acquired, 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, 2017, or on or prior to December 31, 2022 if not less than \$25,000,000 of Economic Development Property is invested in the Project on or prior to December 31, 2017 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, 2017, 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, 2012, which the parties believe to be 204.3 mils (which millage rate shall remain fixed for the term of this Fee Agreement), to determine the amount of the payments in lieu of taxes which would be due in each of the twenty years listed on the payment dates prescribed by the County for such payments, or such longer period of years that the County may subsequently agree, in writing, that the annual fee payment is permitted to be made by the Company under the Act, as amended.

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

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

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 each 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 not and had not been Economic Development Property under the Act. In such event, any amount determined to be due and owing to the County from the Company, with respect to a year or years for which payments in lieu of ad valorem taxes have been previously remitted by the Company to the County hereunder, shall be reduced by the actual amount of payments in lieu of ad valorem taxes already made by the Company with respect to the Project pursuant to the terms hereof.

Section 4.2 Cost of Completion. In the event that the cost of completion of the Project has not exceeded \$25,000,000 in non-exempt Economic Development Property, as required under Section 12-44-30(13) of the Act by December 31, 2017, at the Project in the Park by that date, then beginning with the payment due in 2018, 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 2017 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 2017. Any amounts determined owing pursuant to the foregoing sentence shall be subject to interest as provided in the Act for failure to meet minimum statutory investment requirements. Further, in the event, thereafter, that the investment in the Project, without regard to depreciation falls below \$25,000,000, during the first ten (10) years that this Fee Agreement is in effect, or below \$15,000,000 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 \$25,000,000 or \$15,000,000, 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 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 Sections 4.2 and 4.4, hereof. Subject to the terms and provisions of this Agreement, all such restorations and replacements shall be considered substitutions of the destroyed portions of the Project and shall be considered part of the Project for all purposes hereof, including, but not limited to any amounts due by the Company to the County under Section 4.1 hereof.

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

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

Section 4.8 Condemnation.

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

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

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

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

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

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-five (25%) 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 of the Act and Section 4-29-68(A)(2) of the South Carolina Code of Laws, 1976, as amended. The Company shall be responsible for certifying to the County the amount of Qualified Improvements 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: BorgWarner TorqTransfer Systems Inc.
15545 Wells Highway
Seneca, South Carolina 29678

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

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

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

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

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

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

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

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

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

Section 5.10 Force Majeure. To the extent recognized by the Act, 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:

**BORWARNER TORQTRANSFER SYSTEMS INC.,
Delaware Corporation**

By: _____
Its:

EXHIBIT A
PROPERTY

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

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

**STATE OF SOUTH CAROLINA
OCONEE COUNTY
RESOLUTION R2012-04**

A RESOLUTION RE-AUTHORIZING THE PURCHASE OF CERTAIN OCONEE COUNTY REAL PROPERTY, CONTINGENT ON THE SATISFACTORY COMPLETION OF ALL DUE DILIGENCE AND CONTRACTUAL REQUIREMENTS ESTABLISHED BY OCONEE COUNTY, TO THE SATISFACTION OF OCONEE COUNTY COUNCIL; RE-AUTHORIZING THE COMPLETION OF SUCH DUE DILIGENCE AND CONTRACTS; RE-AUTHORIZING THE RECEIPT OF ALL LAWFUL FUNDS AUTHORIZED FOR SUCH PURCHASES; RE-AUTHORIZING THE EXECUTION AND DELIVERY OF ALL CONTRACTS, INTERGOVERNMENTAL AGREEMENTS, AND OTHER DOCUMENTS RELATED TO SUCH PURCHASES; RE-AUTHORIZING THE AMENDMENT OF THE CURRENT OCONEE COUNTY BUDGET ORDINANCE TO PROVIDE ACCOUNTING AND FUNDING FOR THE TOTAL COST OF CONTRACTING FOR AND PURCHASING SUCH PROPERTIES; AND OTHER MATTERS RELATED THERETO.

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

WHEREAS, Oconee County is authorized by the Code to enter into certain intergovernmental agreements with other political subdivisions of the State, to carry out the County’s authority, responsibilities, and duties under the Code, including, without limitation, economic development efforts of the County; and

WHEREAS, by the Code and by its own internal policies and procedures, the County is required to account for its expenditure of public funds, to provide for the accounting for such funds and their expenditure, and to appropriate such funds in accordance with the Code and County policies and procedures; and

WHEREAS, by the Code and by Oconee County policy and procedure, the County Council is authorized and required to enter into contracts for certain purchases involving the appropriation and expenditure of public funds; and

WHEREAS, the Oconee County Budget Ordinance provides the appropriation and accounting authority for the expenditure of major public funds by Oconee County Council, and, from time to time, must be amended when County Council desires to appropriate and expend public funds in addition to those previously budgeted for in the Oconee County Budget Ordinance; and

WHEREAS, prior to the purchase of real property, as authorized in this Ordinance, any public body, including Oconee County, must do appropriate due diligence, to ensure that public funds are being expended wisely and in the best interests of the public body and the public; and

WHEREAS, Oconee County, acting by and through its County Council, has identified two (2) separate parcels of real property, each known to Oconee County Council at the time of each of the readings of Oconee County Ordinance 2010-29, which, for separate reasons, unique to each, were needed to further the interests of Oconee County and its people, and were available for purchase by Oconee County; and

WHEREAS, Oconee County, acting by and through its County Council, has already purchased one of the parcels, and desires: to explore the possibility of purchasing the other of the two (2) parcels; to explore the facts and circumstances involving such parcel; to conduct the due diligence required for such purchase, and to re-authorize the purchase of such parcel, contingent on the satisfactory completion of all due diligence and contractual requirements established by Oconee County Council through the Oconee County Code of Ordinances, the Oconee County Budget Ordinance, Ordinance 2010-29, and other determinations of Oconee County Council; to explore the purchase options for such parcel of property and the funding requirements therefore; to identify the sources of funding for such parcel; to authorize the receipt of all lawful funds available to the County and authorized and available for such purchase, including, without limitation, grant funds, contributions from private entities, and contributions from other political subdivisions; to prepare all documentation related to such purchase, including, without limitation, all contractual documents, all intergovernmental agreements, and other documents related to such purchases; and, upon the successful completion of all such administrative work required for the prudent and successful purchase of such property, to authorize the expenditure of public funds for such purchase and to amend the Oconee County Budget Ordinance, if necessary and not already done, to provide the accounting and funding for the total cost of contracting for and purchasing such property; and

WHEREAS, Oconee County, acting by and through its County Council, has previously enacted its Ordinance 2010-29, for the purposes described in the caption of this Resolution and in the preamble of that Ordinance and in the immediately preceding paragraph; and

WHEREAS, such Oconee County Ordinance 2010-29 specifically, but without limitation, granted the following authorities:

“1. The Oconee County Administrator is hereby authorized and directed to: explore the possibility of purchasing the two (2) parcels of real property concerned in this ordinance, more specifically identified as Property 1 and Property 2 on Exhibits A and B, respectively, of this Ordinance; explore the facts and circumstances involving both parcels; conduct the due diligence required for such purchases; explore the purchase options for both parcels of property and the funding requirements therefore; identify the sources of funding for both parcels; accept and account for all lawful funds available to the County and authorized and available for such purchases, including, without limitation, grant funds, contributions from private entities, and

contributions from other political subdivisions; prepare all documentation related to such purchases, including, without limitation, all contractual documents, all intergovernmental agreements, and other documents related to such purchases; and, bring all such matters, in the form of recommendations, back to Oconee County Council for such approval as may be required, by and through the successful enactment of this Ordinance.

2. Contingent upon the satisfactory completion of all due diligence and contractual requirements established by Oconee County Council, herein and otherwise, and upon successful enactment of this Ordinance, the Chairman of Oconee County Council and the Oconee County Administrator are hereby authorized and directed to execute all contractual documents, all intergovernmental agreements, and all other documents related to the purchases authorized by this Ordinance, and, upon the successful completion of all such administrative work required for the prudent and successful purchase of such properties, to expend the public funds authorized by this Ordinance, and more specifically as set forth on Exhibits A and B, hereto, for such purchases, and to complete the purchases of each or all of the two (2) parcels.

3. To the extent that any such amendment is required to comport with the funding for such purchases set forth on Exhibits A and B, hereto, the Oconee County budget ordinance is hereby amended so as to provide the accounting and funding for the total cost of contracting for and purchasing such properties, in the amounts as set forth on Exhibits A and B, hereto.”

WHEREAS, Oconee County, acting by and through its County Council, has previously adopted its Resolution R2011-12 for the purposes described therein, including, without limitation, the extension of the authorizations given under Oconee County Ordinance 2010-29; and

WHEREAS, it has come to the attention of Oconee County Council that the authorizations granted by Oconee County Ordinance 2010-29, stated above, as extended by Oconee County Resolution R2011-12, may have expired, or, if not, will soon expire, and Oconee County Council desires to re-authorize, in their entirety, the authorizations granted by Oconee County Ordinance 2010-29. The amendment of the Oconee County budget ordinance was previously effected by Ordinance 2010-29, and that authority would not appear to need re-authorizing, unless the budget ordinance needs further amendment;

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

1. All authority and authorities granted by Oconee County, acting by and through the Oconee County Council, in Oconee County Ordinance 2010-29, are hereby re-authorized, in full, and in their entirety, as though stated in full, herein. The body and contents of Oconee County Ordinance 2010-29 are hereby incorporated herein by reference, as fully as if set forth verbatim herein. The authority and authorities re-authorized hereby are extended to, and will otherwise expire automatically on December 31, 2012, if not sooner implemented and executed prior thereto. All termination and expiration dates of Oconee County Ordinance 2010-29, and the acquisition deadline set out in the conditions precedent for the Intergovernmental Agreement authorized thereby, are hereby revised to read December 31, 2012.

2. The Chairman of Oconee County Council and the Oconee County Administrator are hereby authorized and directed to execute, enter into, and deliver all documents necessary for the completion of the actions authorized and directed in this Ordinance, including, but not limited to all contractual documents, all Intergovernmental Agreements, and all other transactional documents, just as previously authorized by Oconee County Ordinance 2010-29.

3. Should any portion of this Resolution be deemed unconstitutional or otherwise enforceable by any court of competent jurisdiction, such determination should not affect the remaining terms and provisions of this ordinance, all of which are hereby deemed separable.

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

5. This Resolution shall take effect and be in full force and effect after enactment by Oconee County Council.

RESOLVED this 3rd day of April, 2012, in meeting duly assembled.

OCONEE COUNTY, SOUTH CAROLINA

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

SEAL:

ATTEST:

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

STATE OF SOUTH CAROLINA
OCONEE COUNTY
RESOLUTION R2012-05

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

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

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

WHEREAS, the County is the owner of those certain pieces, parcels or tracts of land located in the County containing, in the aggregate, approximately 397 acres, more or less (the "Property"), such Property being generally identified by Oconee County Tax Map Numbers 332-00-01-009, 332-00-01-010, 332-00-01-011, 337-00-04-026, and 337-00-04-013; and

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

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

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

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

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

APPROVED AND ADOPTED this 3rd day of April, 2012.

OCONEE COUNTY, SOUTH CAROLINA

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

ATTEST:

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

Exhibit A

Restrictive Covenants

[see attached]

**DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR
GOLDEN CORNER COMMERCE PARK**

Declarant:

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

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**DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR
GOLDEN CORNER COMMERCE PARK**

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS (the “Declaration”) is made as of the ___ day of _____, 2012 by Oconee County, South Carolina, a body politic and corporate and political subdivision of the State of South Carolina (the “Declarant”) for the purpose of subjecting that certain piece, parcel or tract of land located in Oconee County, South Carolina (the “Property”), commonly known as the Golden Corner Commerce Park (the “Park”), such Property being more specifically described on Exhibit A attached hereto and incorporated herein by reference, to certain conditions, covenants, easements and restrictions, subject to which the Property is to be held, used, improved, transferred and conveyed.

RECITALS

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

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

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

ARTICLE I
GENERAL PROVISIONS

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

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

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

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

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

Section 1.04 Definitions.

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

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

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

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

e. Declarant: "Declarant" shall mean Oconee County, South Carolina, its successors and assigns.

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

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

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

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

ARTICLE II

REGULATION OF IMPROVEMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

i. Metal (formed, etched, cast, engraved, and properly primed and painted to protect against corrosion).

ii. High density pre-formed foam or similar material, painted or otherwise finished to compliment the architecture.

iii. Glass (formed, etched, cast or sandblasted).

iv. Wood signs are discouraged because they require more frequent ongoing maintenance. Furthermore, they are inconsistent with the technology identity of this project. Cloth signs are prohibited.

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

c. Signage must conform to the following standards:

i. Signs for single tenant buildings shall be restricted to identification only of the person, firm, company, or corporation operating the use conducted on the site or the product sold or produced thereon. Promotional advertisement of services and/or products will not be permitted.

ii. For multi-tenant buildings, only one identification sign per building will be approved. This sign shall include the building address used for identification of individual tenants in a multi-tenant building. Listings and/or identification of individual tenants must be uniform both with regard to sign panel design and lettering style. Preferably a directory, which conforms to the standards approved by the Architectural Review Board, will be used in such instances.

iii. All informational signage, including instruction to visitors, vendors, and customers; directional signage; designated parking areas; driveway entrance signs; or any sign other than building identification sign must be uniform both with regard to sign panel design and lettering style. Directional, informational, regulatory and temporary signage may be required by the Architectural Review Board.

iv. All temporary signs, including construction signs, "For Lease" or "For Sale" signs shall be approved by the Architectural Review Board.

- v. Signs may be illuminated but will be non-flashing and non-animated.
- vi. Signs may not project above the roofline of a building.
- vii. Signs may not be located within dedicated easements.

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

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

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

Section 2.10 Parking.

- a. No parking shall be permitted on any street or any place other than on the paved parking spaces provided for and described herein below.
- b. No parking shall be permitted within dedicated easement areas.
- c. All parking areas and drives shall be paved with an impervious surface (asphalt or concrete).
- d. All parking areas located between the building and a public street shall be suitably landscaped with either berms or other landscaping treatments, which may include ground cover.
- e. Each Owner shall provide adequate off-street parking for employees, tenants, occupant, customers, and visitors on the Building Site. The location, number and size of parking spaces shall be subject to review and approval by the Architectural Review Board.

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

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

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

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

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

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

Section 2.16 Maintenance of Building and Landscaped Areas.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 2.22 Easements.

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

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

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

ARTICLE III **OPERATION STANDARDS**

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

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

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

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

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

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

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

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

ARTICLE IV

ASSOCIATION PURPOSE, RESPONSIBILITIES AND ASSESSMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE V

APPROVAL OF PLANS; VARIANCES; EASEMENTS

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

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

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

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

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

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

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

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

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

ARTICLE VI
TRANSFER OF UNIMPROVED LOTS

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

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

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

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

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

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

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

ARTICLE VII **ENFORCEMENT**

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

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

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

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

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

ARTICLE VIII
TERM, TERMINATION, MODIFICATION,
ASSIGNMENT AND ANNEXATION

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

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

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

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

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

ARTICLE IX

MISCELLANEOUS PROVISIONS.

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

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

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

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

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

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

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

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

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

[execution page follows]

IN WITNESS WHEREOF, the undersigned have caused these presents to be executed by its duly authorized representative as of _____, 2012.

WITNESS:

DECLARANT:

Oconee County, South Carolina

By: _____

Its:

STATE OF SOUTH CAROLINA)

)

ACKNOWLEDGMENT

COUNTY OF OCONEE)

)

The foregoing instrument was acknowledged before me this ____ day of _____, 2012 by _____, the _____ of Oconee County, South Carolina, a body politic and corporate under the laws of the State of South Carolina, on behalf of the County.

Notary Public for _____

My commission expires: _____

Exhibit A

Property Description

Ref: Watson Rezoning Request

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

COUNCIL MEETING DATE: April 3, 2012
COUNCIL MEETING TIME: 6:00 PM

ITEM TITLE OR DESCRIPTION:

Second Reading of Ordinance 2012-04: "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 January 17, 2012 and sent the issue to the Planning Commission for review. The Commission heard the matter at meeting January 23, 2012. Council took 2nd reading on February 21, 2012 on the planning commissions recommended map and scheduled the public hearing for on or after March 20, 2012. Council held the public meeting on March 20, 2012 and after considering all public input Council amended the ordinance to include 23 contagious parcels and sent the ordinance to the Commission to review the changes and make recommendations on other input received by staff and the public. The Commission will meet on Monday, April 2, 2012 and a memo be provided to Council prior to their meeting on April 3, 2012.

SPECIAL CONSIDERATIONS OR CONCERNS:

None

COMPLETE THIS PORTION FOR ALL PROCUREMENT REQUESTS:

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

If no, explain briefly: N/A

STAFF RECOMMENDATION:

Take 3rd and final reading

FINANCIAL IMPACT:

None Anticipated

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: Yes / No

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

ATTACHMENTS

Copy of Ordinance 2012-04

Reviewed By/ Initials:

_____ County Attorney _____ Finance _____ Grants _____ Procurement

Submitted or Prepared By:

Approved for Submittal to Council:



Department Head/Elected Official

Scott Moulder, County Administrator

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

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

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE NO. 2012-04**

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 District in Chapter 38 of the Code.

Parcel (Tax Identification Number)

188-00-03-004	218-00-02-014	219-00-01-036	219-00-01-082	234-00-04-016
188-00-03-006	218-00-02-045	219-00-01-042	219-00-01-085	234-00-04-018
188-00-03-007	218-00-02-055	219-00-01-043	219-00-01-086	234-00-08-004
188-00-03-008	218-00-02-065	219-00-01-049	219-00-01-087	
203-00-03-010	219-00-01-002	219-00-01-052	219-00-01-089	
203-00-03-020	219-00-01-003	219-00-01-055	234-00-03-006	
204-00-01-005	219-00-01-010	219-00-01-056	234-00-03-007	
204-00-01-022	219-00-01-011	219-00-01-057	234-00-03-008	
204-00-01-023	219-00-01-013	219-00-01-059	234-00-03-009	
204-00-01-025	219-00-01-016	219-00-01-060	234-00-03-023	
204-00-01-027	219-00-01-017	219-00-01-062	234-00-03-025	
204-00-01-031	219-00-01-019	219-00-01-063	234-00-03-030	
204-00-01-041	219-00-01-025	219-00-01-065	234-00-03-048	
204-00-01-057	219-00-01-026	219-00-01-068	234-00-03-054	
204-00-01-060	219-00-01-027	219-00-01-071	234-00-04-001	
218-00-02-010	219-00-01-029	219-00-01-081	234-00-04-015	

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 _____, 2012.

OCONEE COUNTY, SOUTH CAROLINA

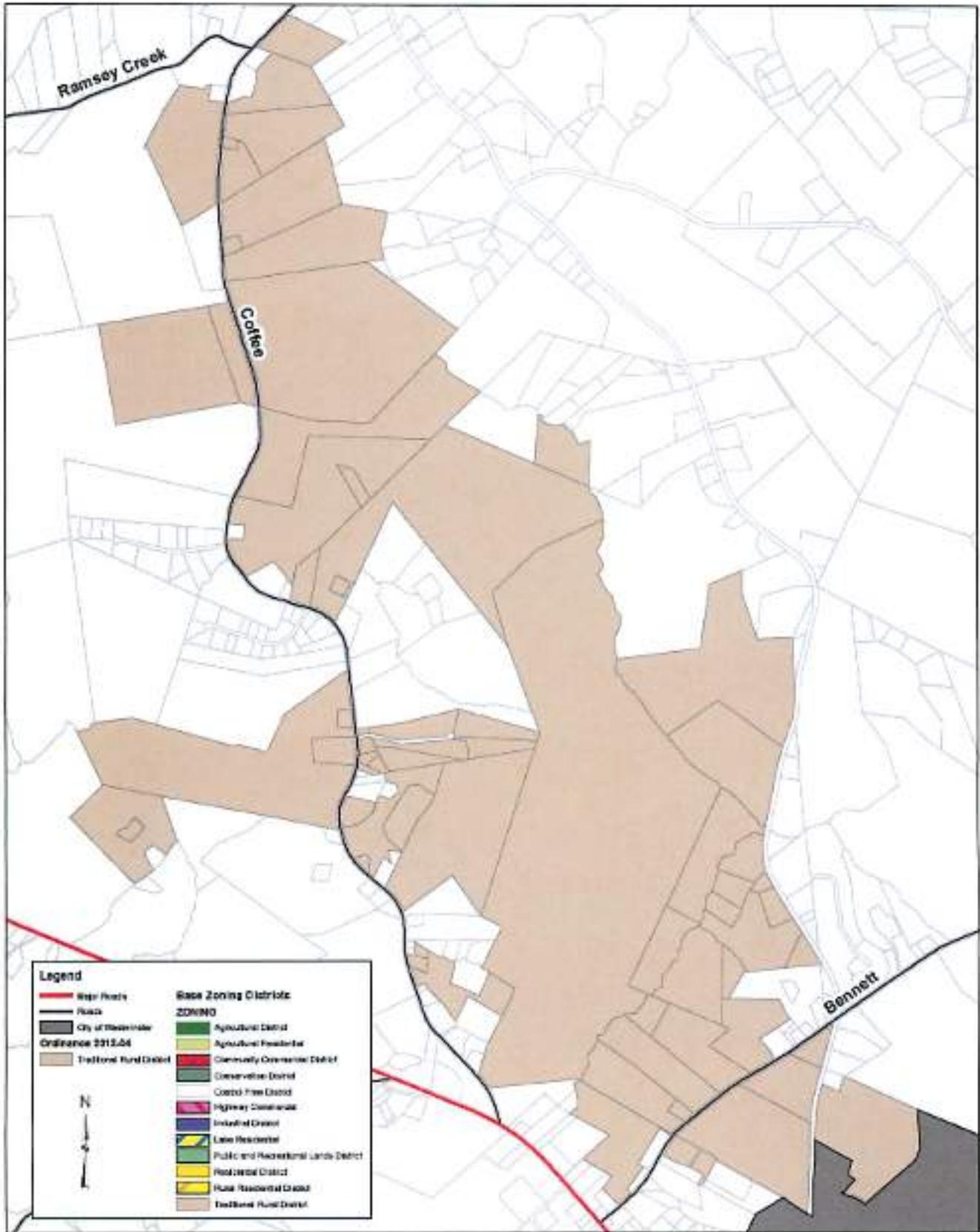
By: _____
Joel Thrift, Chairman, County Council
Oconee County, South Carolina

ATTEST:

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

First Reading: January 17, 2012
Second Reading: February 21, 2012
Public Hearing: March 20, 2012
Third Reading: April 3, 2012

APPENDIX A
Parcels Rezoned by Ordinance 2012-04





Oconee County Planning Department

415 S. Pine Street, Walhalla, SC 29691

Telephone: 864-638-4218

Fax: 864-638-4168

Date: April 3, 2012

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

From: Aaron Gadsby, Planning Department

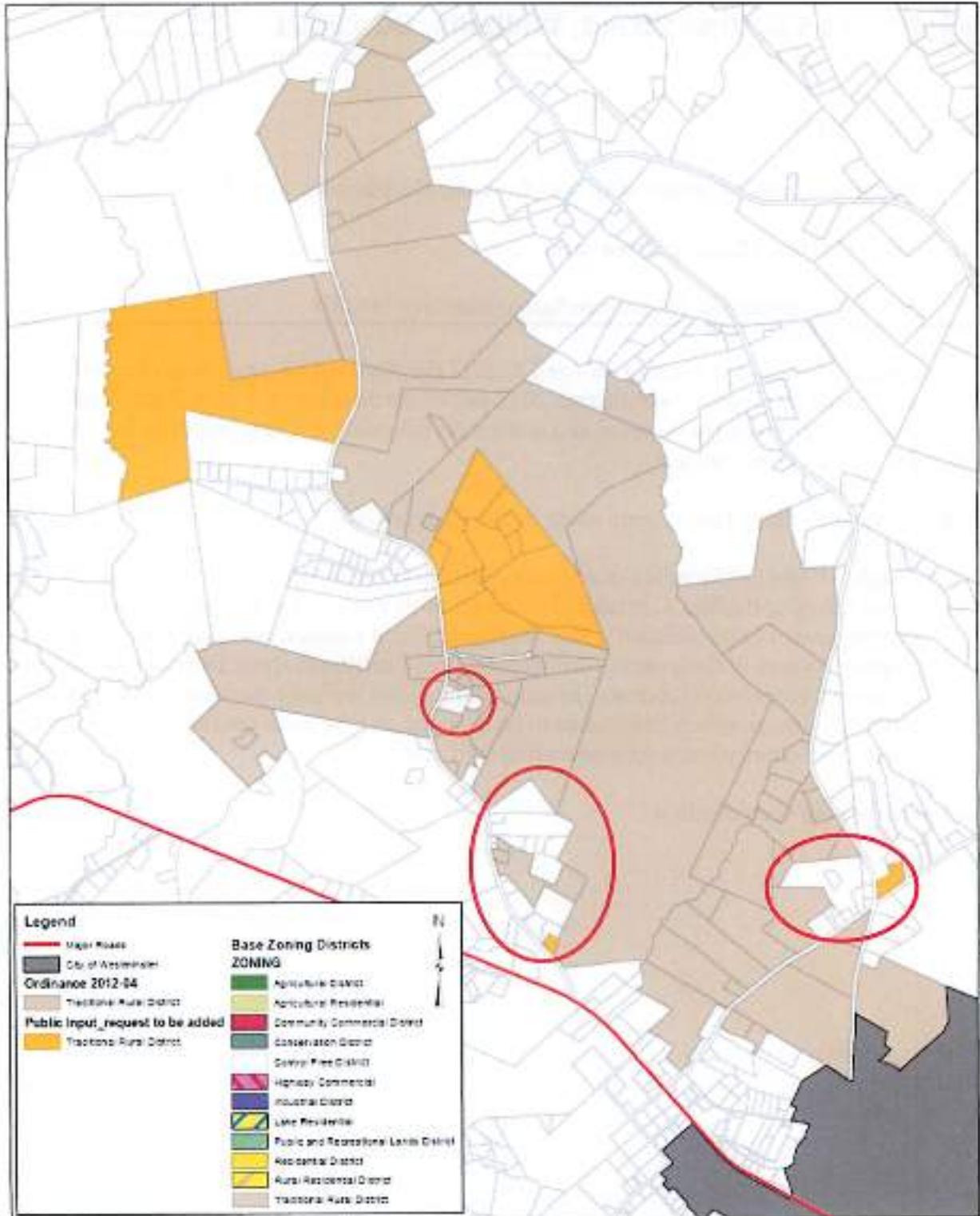
Re: Planning Commission Recommendation regarding 2012-04

At their regularly scheduled meeting on April 2, 2012 the Planning Commission reviewed amendments made by Council to ordinance 2012-04. At the direction of Council the Commission also reviewed additional input received and made recommendations regarding those areas surrounded by the current request.

The following recommendations were made by the Commission:

1. To take 3rd and final reading of ordinance 2012-04 as amended; and
2. Using rezoning method 3, to take 1st reading in title only to rezoning those parcels which have requested to be included in the Traditional Rural District, directing staff to contact property owners in those areas surrounded by the Traditional Rural District prior to the Planning Commission Review. The map on the following page shows those parcels in yellowish-orange which have asked to be included and the areas circled in red are those which the Commission is recommending staff contact.

Thank you for your consideration



**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

COUNCIL MEETING DATE: April 3, 2012
COUNCIL MEETING TIME: 6:00 PM

ITEM TITLE OR DESCRIPTION:

Second Reading of Ordinance 2012-07: "AN ORDINANCE TO AMEND THE OCONEE COUNTY ZONING ENABLING ORDINANCE, ORDINANCE 2007-18, IN CERTAIN LIMITED REGARDS AND PARTICULARS, ONLY, AS TO REZONE A SERIES OF PARCELS SPECIFIED HEREIN, AND TO RATIFY AND AFFIRM ALL OTHER PROVISIONS OF ORDINANCE 2007-18 NOT AMENDED OR MODIFIED HEREBY; AND OTHER MATTERS RELATING THERETO"

BACKGROUND OR HISTORY:

The proposed ordinance 2012-07 consists of 52 parcels in Saxony Forest and Saxony Point Subdivisions in Oconee County. Council took first reading on February 21, 2012. The Planning Commission reviewed the proposal and all public input received and made a recommendation on March 5, 2012 to rezone all parcels 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 of Ordinance 2012-07, and scheduled the required public hearing on or after May 1, 2012

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

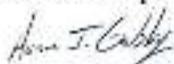
ATTACHMENTS

Ordinance 2012-07 written to reflect the Planning Commission's recommendation

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

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE NO. 2012-07**

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 District in Chapter 38 of the Code.

Parcel (Tax Identification Number)

00-03-007	00-03-025	00-03-043	00-03-061
00-03-009	00-03-027	00-03-045	00-03-065
00-03-010	00-03-028	00-03-046	00-03-066
00-03-011	00-03-029	00-03-047	00-03-067
00-03-012	00-03-030	00-03-048	00-03-068
00-03-013	00-03-031	00-03-049	00-03-156
00-03-014	00-03-032	00-03-050	00-03-157
00-03-015	00-03-033	00-03-051	
00-03-016	00-03-034	00-03-052	
00-03-018	00-03-035	00-03-053	
00-03-019	00-03-036	00-03-054	
00-03-020	00-03-037	00-03-055	
00-03-021	00-03-039	00-03-056	
00-03-022	00-03-041	00-03-057	
00-03-024	00-03-042	00-03-059	

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 _____, 2012.

OCONEE COUNTY, SOUTH CAROLINA

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

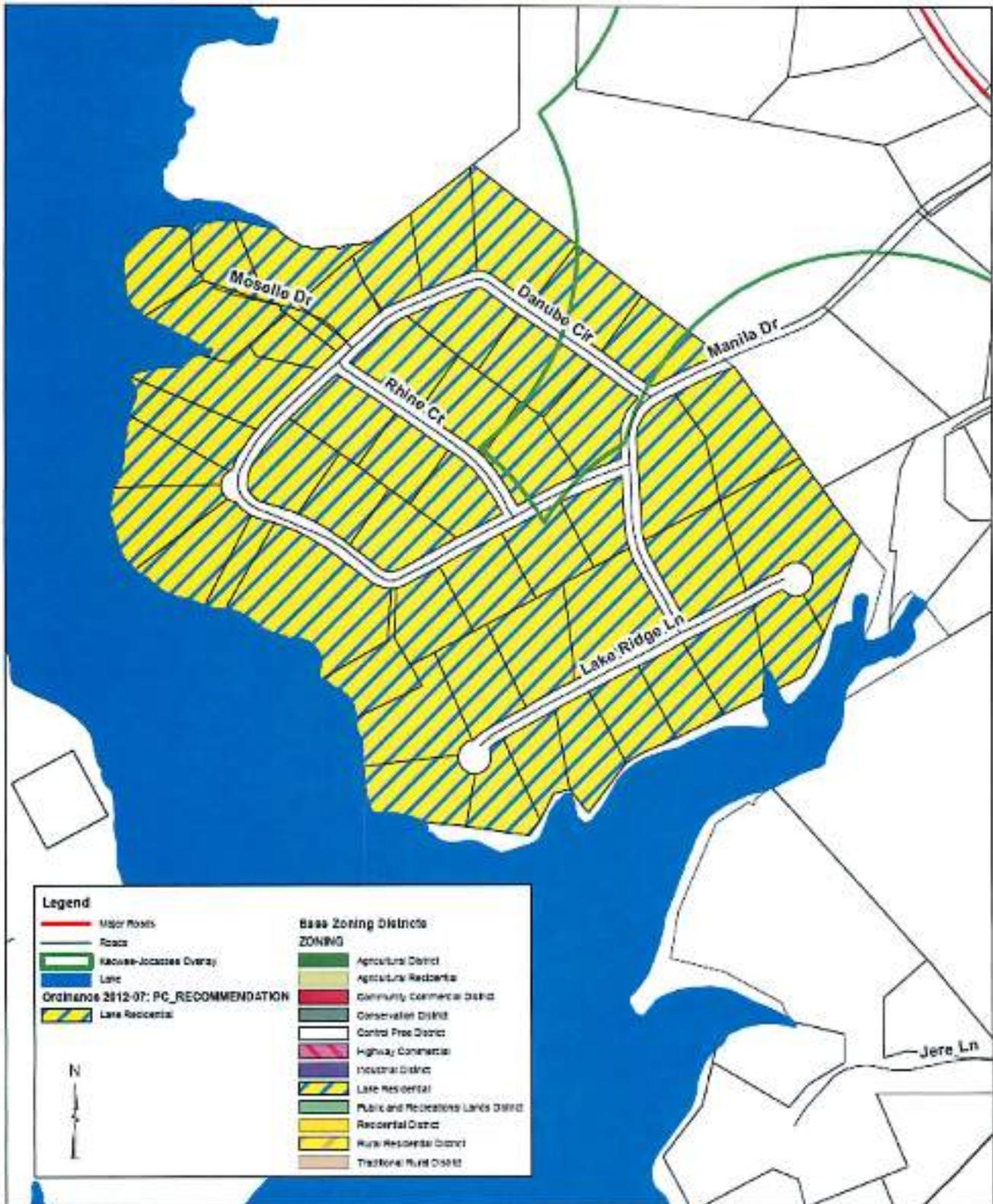
ATTEST:

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

First Reading: February 21, 2012
 Second Reading: April 3, 2012
 Public Hearing:
 Third Reading:

APPENDIX A

Parcels Rezoned by Ordinance 2012-07



Ref: Dr. Johns and Lonesome Valley Rezoning Request
AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: April 3, 2012
COUNCIL MEETING TIME: 6:00 PM

ITEM TITLE OR DESCRIPTION:

Second Reading of Ordinance 2012-08: "AN ORDINANCE TO AMEND THE OCONEE COUNTY ZONING ENABLING ORDINANCE, ORDINANCE 2007-18, IN CERTAIN LIMITED REGARDS AND PARTICULARS, ONLY, AS TO REZONE A SERIES OF PARCELS SPECIFIED HEREIN, AND TO RATIFY AND AFFIRM ALL OTHER PROVISIONS OF ORDINANCE 2007-18 NOT AMENDED OR MODIFIED HEREBY; AND OTHER MATTERS RELATING THERETO"

BACKGROUND OR HISTORY:

The proposed ordinance 2012-08 consists of 21 parcels in the vicinity of Dr. Johns and Lonesome Valley Roads in Oconee County. Council took first reading on February 21, 2012. The Planning Commission reviewed the proposal and all public input received and made a recommendation on March 5, 2012 to rezone all parcels into the Traditional Rural District.

SPECIAL CONSIDERATIONS OR CONCERNS:

None

COMPLETE THIS PORTION FOR ALL PROCUREMENT REQUESTS:

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

STAFF RECOMMENDATION:

Take second reading of Ordinance 2012-08, and scheduled the required public hearing on or after May 1, 2012

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

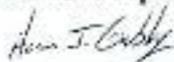
ATTACHMENTS

Ordinance 2012-07 written to reflect the Planning Commission's recommendation

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. 2012-08**

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 District in Chapter 38 of the Code.

Parcel (Tax Identification Number)

306-00-01-012	297-00-05-008	297-00-05-004	305-00-01-147	306-00-01-003
306-00-01-008	306-00-01-011	306-00-01-022	306-00-01-010	
297-00-05-005	306-00-02-038	306-00-01-023	306-00-01-006	
297-00-05-006	306-00-02-055	306-00-01-004	306-00-01-007	
297-00-05-007	297-00-05-001	305-00-01-009	297-00-04-010	

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 _____, 2012.

OCONEE COUNTY, SOUTH CAROLINA

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

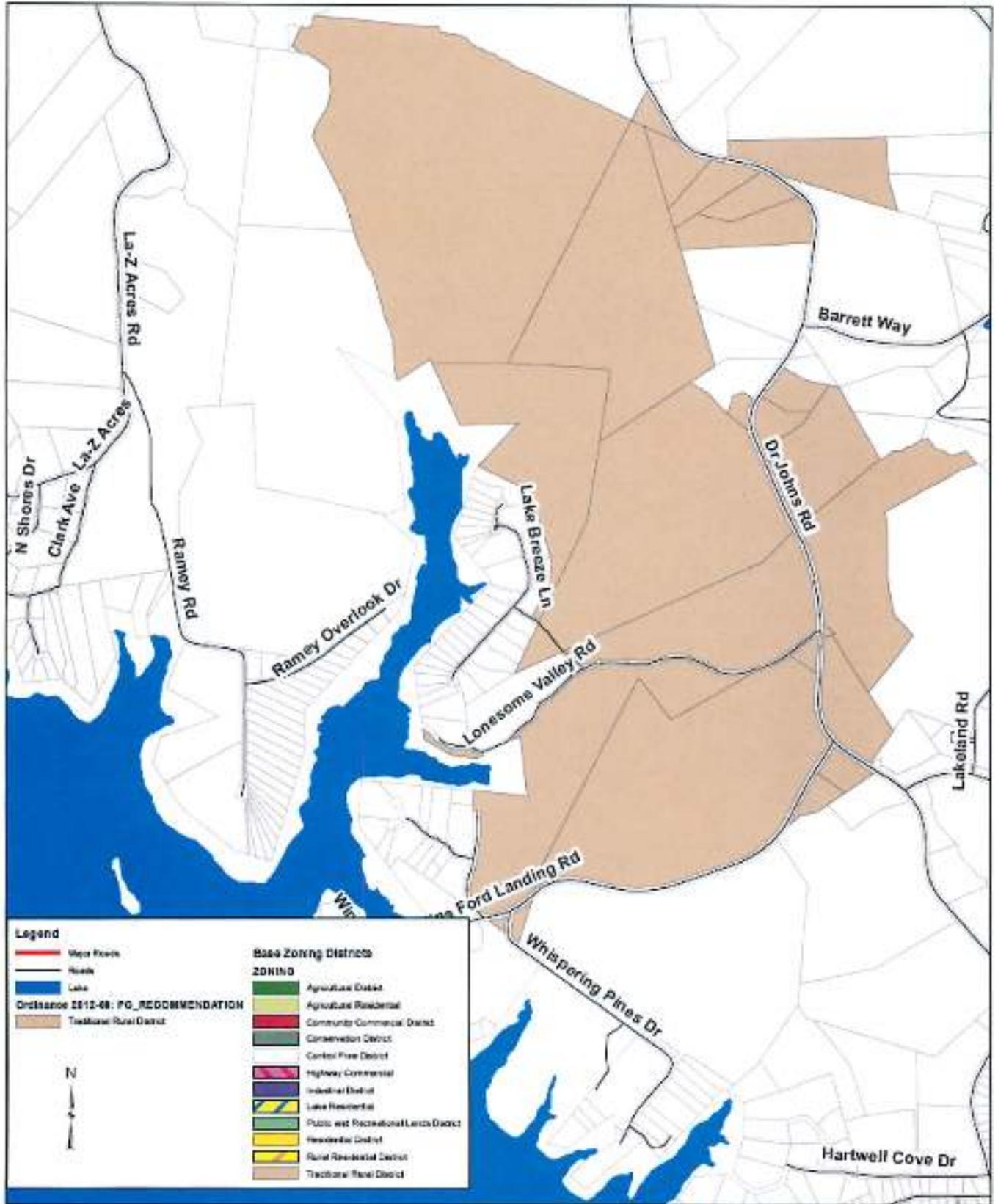
ATTEST:

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

First Reading: February 21, 2012
 Second Reading: April 3, 2012
 Public Hearing:
 Third Reading:

APPENDIX A

Parcels Rezoned by Ordinance 2012-08



**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

COUNCIL MEETING DATE: April 3, 2012
COUNCIL MEETING TIME: 6:00 PM

ITEM TITLE OR DESCRIPTION:

Second Reading Ordinance 2012-09: "AN ORDINANCE TO AMEND THE OCONEE COUNTY ZONING ENABLING ORDINANCE, ORDINANCE 2007-18, IN CERTAIN LIMITED REGARDS AND PARTICULARS, ONLY, AS TO REZONE A SERIES OF PARCELS SPECIFIED HEREIN, AND TO RATIFY AND AFFIRM ALL OTHER PROVISIONS OF ORDINANCE 2007-18 NOT AMENDED OR MODIFIED HEREBY; AND OTHER MATTERS RELATING THERETO"

BACKGROUND OR HISTORY:

The proposed ordinance 2012-09 consists of 9 parcels, consisting of approximately 270 acres in the vicinity of Burns Mills Road and Safety Harbor Road in Oconee County. Council took first reading on February 21, 2012. The Commission reviewed the proposal and all public input on March 5, 2012 recommending all parcels be zoned as the Traditional Rural District.

SPECIAL CONSIDERATIONS OR CONCERNS:

None

COMPLETE THIS PORTION FOR ALL PROCUREMENT REQUESTS:

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

STAFF RECOMMENDATION:

Take second reading of Ordinance 2012-09, and scheduled the required public hearing on or after May 1, 2012.

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 2012-09 written to reflect the Planning Commission's recommendation

Reviewed By/ Initials:

_____ County Attorney _____ Finance _____ Grants _____ Procurement

Submitted or Prepared By:

Anna J. Cobby

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. 2012-09**

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,

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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.

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

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Parcel (Tax Identification Number)

162-00-01-004
162-00-01-005
162-00-01-041
162-00-02-001
162-00-02-003

162-00-02-006
163-00-01-022
163-00-01-029
163-00-01-078

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 _____, 2012.

OCONEE COUNTY, SOUTH CAROLINA

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

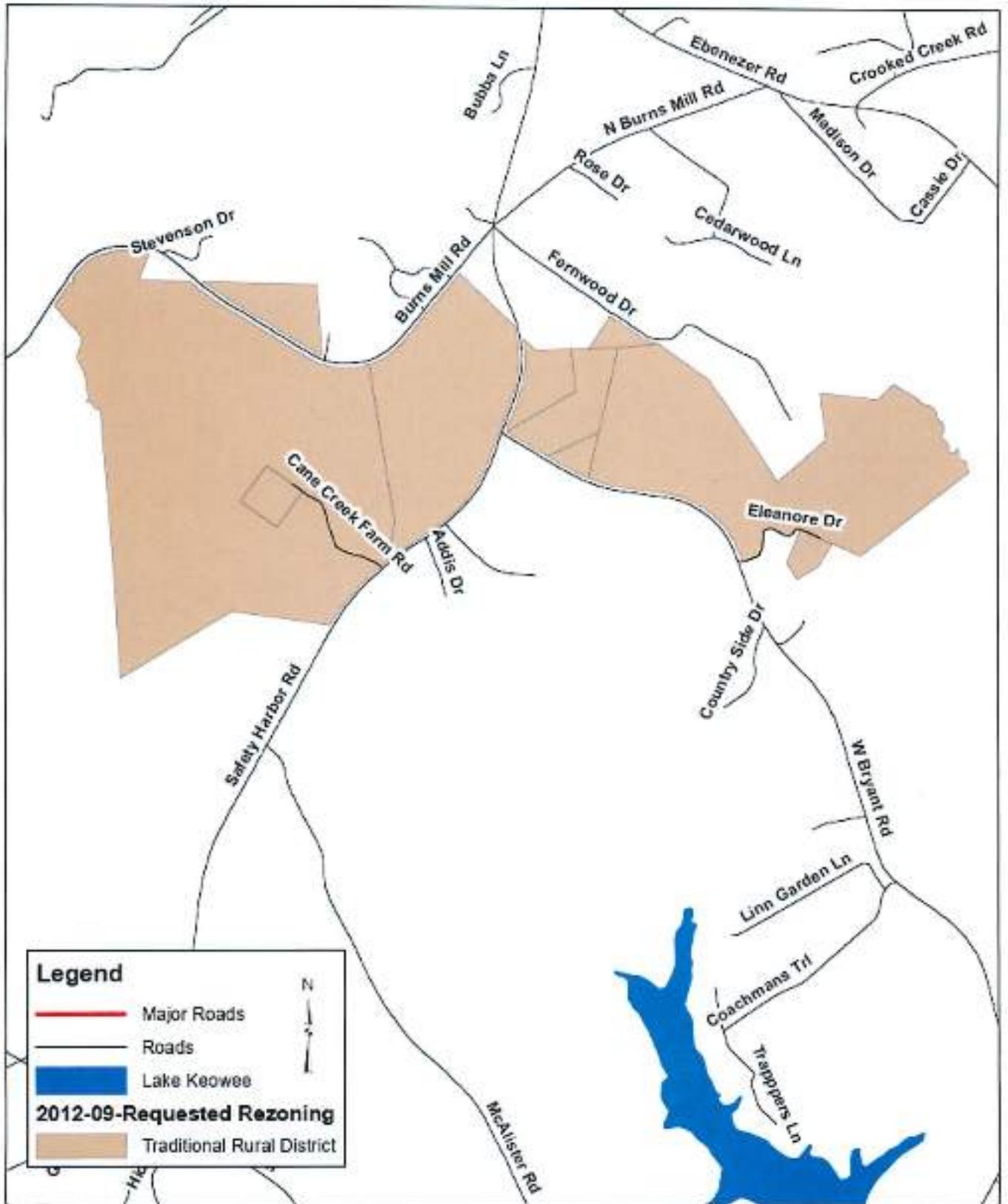
ATTEST:

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

First Reading: February 21, 2012
Second Reading: April 3, 2012
Public Hearing:
Third Reading:

APPENDIX A

Parcels Rezoned by Ordinance 2012-09



Ref: Ervin Rogers Drive Request

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

COUNCIL MEETING DATE: April 3, 2012
COUNCIL MEETING TIME: 6:00 PM

ITEM TITLE OR DESCRIPTION:

Second Reading of Ordinance 2012-10: "AN ORDINANCE TO AMEND THE OCONEE COUNTY ZONING ENABLING ORDINANCE, ORDINANCE 2007-18, IN CERTAIN LIMITED REGARDS AND PARTICULARS, ONLY, AS TO REZONE A SERIES OF PARCELS SPECIFIED HEREIN, AND TO RATIFY AND AFFIRM ALL OTHER PROVISIONS OF ORDINANCE 2007-18 NOT AMENDED OR MODIFIED HEREBY; AND OTHER MATTERS RELATING THERETO"

BACKGROUND OR HISTORY:

The proposed ordinance 2012-10 consists of 3 parcels in the vicinity of Ervin Rogers Road in Oconee County. Council took first reading on February 21, 2012. The Commission reviewed the proposal and recommended all parcels to be zoned as Traditional Rural Residential.

SPECIAL CONSIDERATIONS OR CONCERNS:

None

COMPLETE THIS PORTION FOR ALL PROCUREMENT REQUESTS:

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

STAFF RECOMMENDATION:

Take second reading of Ordinance 2012-10, and scheduled the required public hearing on or after May 1, 2012.

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

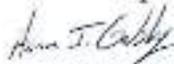
ATTACHMENTS

Ordinance 2012-10 written to reflect the Planning Commission's recommendation

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. 2012-10**

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 District in Chapter 38 of the Code.

Parcel (Tax Identification Number)

120-00-02-004
120-00-02-012
120-00-02-042

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 _____, 2012.

OCONEE COUNTY, SOUTH CAROLINA

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

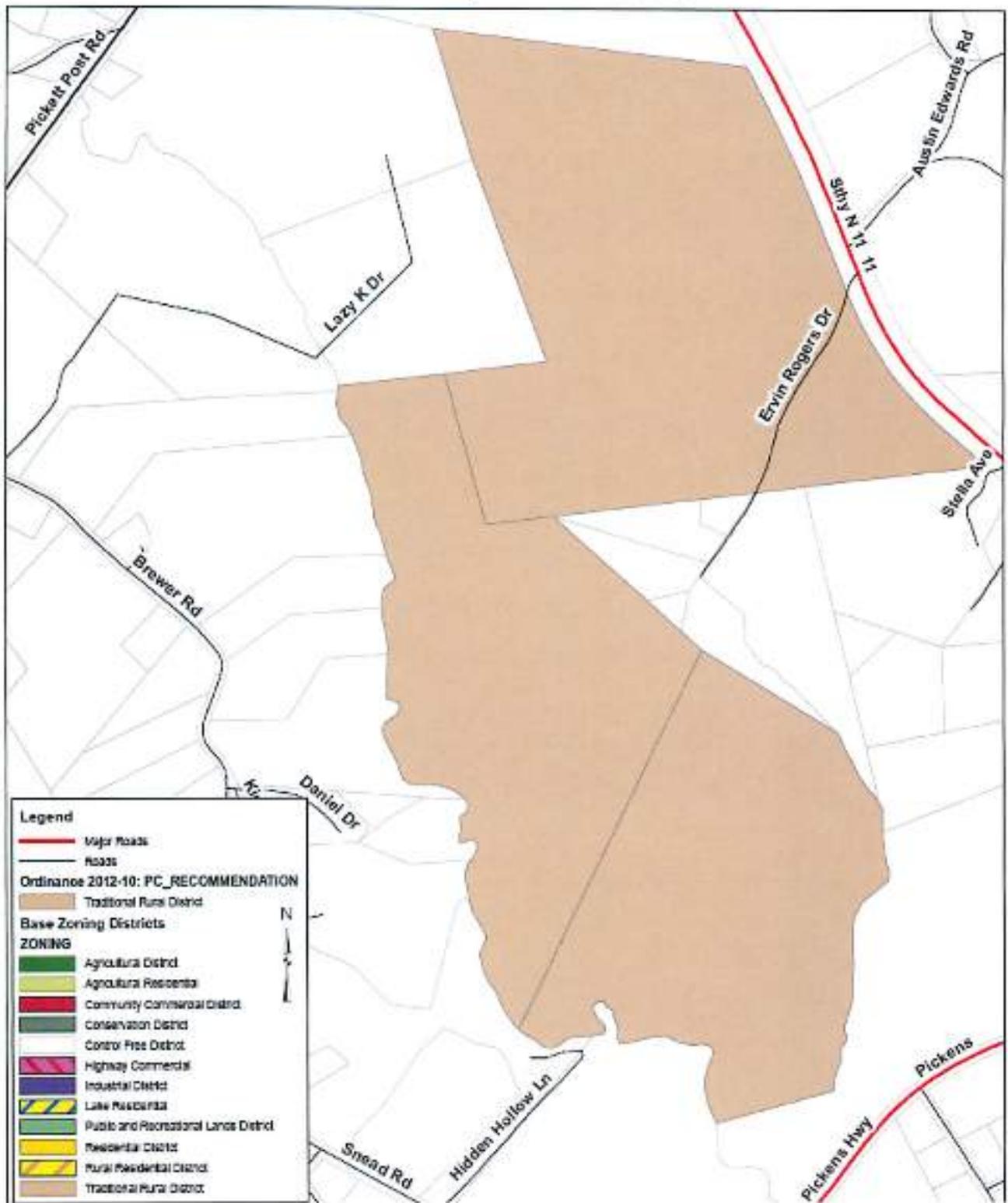
ATTEST:

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

First Reading: February 21, 2012
Second Reading: April 3, 2012
Public Hearing:
Third Reading:

APPENDIX A

Parcels Rezoned by Ordinance 2012-10



**STATE OF SOUTH CAROLINA
OCONEE COUNTY
ORDINANCE NUMBER 2012-13**

AN ORDINANCE TO AUTHORIZE THE EXECUTION AND DELIVERY OF A MEMORANDUM OF UNDERSTANDING WITH THE SCHOOL DISTRICT OF OCONEE COUNTY, PERTAINING TO THE CONSTRUCTION AND OPERATION OF A SANITARY SEWER DISPOSAL SYSTEM IN THE VICINITY OF SC HIGHWAY 11 AND BEATY CREEK, AND THE PROVISION OF FUNDING THEREFOR; AND OTHER MATTERS RELATED THERETO

WHEREAS, the School District of Oconee County, South Carolina (the “SDOC”) is in the process of constructing and completing a new Walhalla High School (the “School”), and, among other things related thereto, is planning and preparing sanitary sewer service for the School; and

WHEREAS, among the options available to SDOC for the sanitary sewer service for the School are a septic tank disposal system, and the possibility of sanitary sewer lines (the Sewer Line”) which would connect the School sanitary sewer system to the sanitary sewer disposal system of the Town of Walhalla (the “Project”); and

WHEREAS, a septic tank disposal system for the School would cost SDOC approximately One Million Dollars (\$1,000,000.00), and would provide sanitary sewer service only for the School; and

WHEREAS, the Sewer Line would not only provide sanitary sewer service for the School, but would provide the potential for reliable, dependable, predictable sanitary sewer service for a significantly larger part of Oconee County (the “County”), including the opportunity for economic development in that part of Oconee County, based on the availability of municipal sanitary sewer service being available; and

WHEREAS, the additional cost, over and above the One Million Dollar (\$1,000,000.00) Projected cost of a septic tank disposal system, for SDOC to construct the Sewer Line, would be approximately One and one-half Million Dollars (\$1,500,000.00); and

WHEREAS, the County has substantial need for immediate and substantial economic development measures, suffering from a chronically high unemployment rate (currently in excess of 9%) and substantial losses to County revenues because of the economy and changes in State funding; and

WHEREAS, the County has determined and hereby determines that the execution and delivery of this Memorandum of Understanding and the County’s contribution to the Project advance proper governmental and public purposes of the County. The County has determined and hereby determines that:

(i) The ultimate goals and benefits to the public intended by the execution and delivery of the Memorandum of Understanding and the County’s contribution to the Project are multiple, including, but not limited to: the encouragement of significant capital investment

and creation of jobs in the County, the utilization of resources in the County, the enhancement of property values in the County, and increased access to safe, sanitary sewer, and, thereby, the enrichment of the quality of life for the citizens of the County;

(ii) The public will be the primary beneficiary of the Project and the agreements contained in the Memorandum of Understanding. The significant economic development benefits represented by the Project (including, but not limited to, capital investment, job creation, enhancement of property values and improved sewer access) will enhance the tax base of the County and will promote the development of trade and use of resources in the County. The Project will directly and beneficially affect employment and the economy of the County.

(iii) The benefits represented by the Project and the agreements contained in the Memorandum of Understanding are not speculative. The undertaking of the Project will, to a great degree of certainty, result in significant capital investment and job creation in the County, enhanced individual and County property values, and improved sanitary sewer service; and

(iv) The public interests of the County will be served to a substantial degree by executing and delivering the Memorandum of Understanding and making the contribution of the County for the Project because, by undertaking the Project, significant capital investment and job creation, increased property values and improved sewer service in the County will result; and

WHEREAS, because construction of the Sewer Line would offer municipal sanitary sewer services to so much more of the County, and would provide such an economic development opportunity for so much of the County, the County, acting by and through its governing body, the Oconee County Council (the "County Council"), has determined to contribute One and one-half Million Dollars (\$1,500,000.00) to the SDOC (and to the Town of Walhalla as appropriate) for the purpose of obtaining municipal sanitary sewer services in the area to be served by the Sewer Line and, specifically, as an economic development investment by the County; and

WHEREAS, the SDOC and the County need to, and desire to, reduce their understanding concerning the contribution and investment by the County of One and one-half Million Dollars (\$1,500,000.00) for the Project to writing; and

WHEREAS, the Memorandum of Understanding attached hereto and hereby incorporated herein by reference as fully as if set forth verbatim herein represents the complete understanding between the SDOC and the County as to the County's involvement in and participation in the Project.

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

1. All of the foregoing recitals are hereby incorporated by reference herein, as fully as if set forth verbatim herein, and hereby adopted as the findings of fact on which the Oconee County Council makes the following decisions and takes the following actions.

2. The Chairman of County Council and the Oconee County Administrator are hereby authorized and directed to enter into a Memorandum of Understanding between the School District of Oconee County and Oconee County, South Carolina, on behalf of the County, for the purpose of facilitating the funding for and construction of a sanitary sewer disposal

system, to serve the School and that portion of the County in the vicinity of SC Highway 11 and Beaty Creek.

3. The Chairman of County Council and the Oconee County Administrator are hereby authorized and directed to execute and deliver the Memorandum of Understanding, in the form as attached hereto or with such changes thereto as shall not materially adversely affect the County, in the name of and on behalf of the County, to the SDOC, for completion.

4. Upon complete execution of the Memorandum of Understanding, the Chairman of County Council and the County Administrator are authorized and directed to take all actions required to implement the Memorandum of Understanding and its commitments, and to undertake any and all further acts reasonably necessary to carry out the purposes of the Memorandum of Understanding.

5. 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.

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

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

ORDAINED in meeting, duly assembled, this _____ day of _____, 2012.

ATTEST:

Elizabeth Hulse,
Clerk to Oconee County Council

Joel Thrift,
Chairman, Oconee County Council

First Reading: April 3, 2012
Second Reading:
Third Reading:
Public Hearing:

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

This Memorandum of Understanding (the “MOU”), between the School District of Oconee County (“SDOC”), a South Carolina school district under South Carolina law, and Oconee County, South Carolina (the “County”), a body politic and corporate and political subdivision of the State of South Carolina (the “State”), is executed and entered into as of the ____ day of _____, 2012.

WHEREAS, the SDOC is in the process of constructing and completing a new Walhalla High School (the “School”), and, among other things related thereto, is planning and preparing sanitary sewer service for the School; and

WHEREAS, among the options available to SDOC for the sanitary sewer service for the School are a septic tank disposal system, and the possibility of sanitary sewer lines (the Sewer Line”) which would connect the School sanitary sewer system to the sanitary sewer disposal system of the Town of Walhalla (the “Project”); and

WHEREAS, a septic tank disposal system for the School would cost SDOC approximately One Million Dollars (\$1,000,000.00), and would provide sanitary sewer service only for the School; and

WHEREAS, the Sewer Line would not only provide sanitary sewer service for the School, but would provide the potential for reliable, dependable, predictable sanitary sewer

service for a significantly larger part of Oconee County, including the opportunity for economic development in that part of Oconee County, based on the availability of municipal sanitary sewer service being available; and

WHEREAS, the additional cost, over and above the One Million Dollar (\$1,000,000.00) Projected cost of a septic tank disposal system, for SDOC to construct the Sewer Line, would be approximately One and one-half Million Dollars (\$1,500,000.00); and

WHEREAS, the County has substantial need for immediate and substantial economic development measures, suffering from a chronically high unemployment rate (currently in excess of 9%) and substantial losses to County revenues because of the economy and changes in State funding; and

WHEREAS, the County hereby determines that the execution and delivery of this Memorandum of Understanding and the County's contribution to the Project advance proper governmental and public purposes of the County. The County has determined that:

(i) The ultimate goals and benefits to the public intended by the execution and delivery of the Memorandum of Understanding and the County's contribution to the Project are multiple, including, but not limited to: the encouragement of significant capital investment and creation of jobs in the County, the utilization of resources in the County, the enhancement of property values in the County, and increased access to safe, sanitary sewer, and, thereby, the enrichment of the quality of life for the citizens of the County;

(ii) The public will be the primary beneficiary of the Project and the agreements contained in this Memorandum of Understanding. The significant economic development benefits represented by the Project (including, but not limited to, capital investment, job creation, enhancement of property values and improved sewer access) will enhance the tax base of the County and will promote the development of trade and use of resources in the County. The Project will directly and beneficially affect employment and the economy of the County.

(iii) The benefits represented by the Project and the agreements contained in the Memorandum of Understanding are not speculative. The undertaking of the Project will, to a great degree of certainty, result in significant capital investment and job creation in the County, enhanced individual and County property values, and improved sanitary sewer service; and

(iv) The public interests of the County will be served to a substantial degree by executing and delivering this Memorandum of Understanding and making the contribution of the County for the Project because, by undertaking the Project, significant capital investment and job creation, increased property values and improved sewer service in the County will result; and

WHEREAS, because construction of the Sewer Line would offer municipal sanitary sewer services to so much more of the County, and would provide such an economic development opportunity for so much of the County, the County, acting by and through its governing body, the Oconee County Council (the "County Council"), has determined to contribute One and one-half Million Dollars (\$1,500,000.00) to the SDOC (and to the Town of Walhalla as appropriate) for the purpose of obtaining municipal sanitary sewer services in the

area to be served by the Sewer Line and, specifically, as an economic development investment by the County; and

WHEREAS, the SDOC and the County need to, and desire to, reduce their understanding concerning the contribution and investment by the County of One and one-half Million Dollars (\$1,500,000.00) for the Project to writing; and

WHEREAS, the following Memorandum of Understanding represents the complete understanding between the SDOC and the County as to the County's involvement in and participation in the Project.

NOW, THEREFORE, for the respective consideration of the aforesaid recitals and the objectives thereof, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the SDOC and the County hereby agree as follows:

UNDERSTANDING AND AGREEMENT

1. The Project will include the construction of a new 600 gallons per minute (GPM) pump station, approximately 5,000 feet of force main, approximately 21,000 feet of gravity sewer, and related appurtenances, all serving the new Walhalla High School of the SDOC, and surrounding environs in the vicinity of SC Highway 11 and Beaty Creek. The proposed sanitary Sewer Line and facilities will begin at the new Walhalla High School site and will connect into

the existing Cane Creek trunk sewer line of the Town of Walhalla. A Project map is attached to this MOU.

2. The purpose of the Project is to provide sanitary sewer infrastructure for over 2,000 acres of potential residential, commercial, and industrial development in the vicinity of SC Highway 11 and SC Highway 183, northeast of Walhalla, South Carolina, in Oconee County, South Carolina, with the initial identified user being the new Fifty Million Dollar (\$50,000,000.00) Walhalla High School.

3. Oconee County will participate in this Project solely through the mechanism of providing One and one-half Million Dollars (\$1,500,000.00) in grant funding to the SDOC and, if appropriate, to the Town of Walhalla, as an economic development investment in the County and in the Project, specifically for the purpose of providing sanitary sewer service, for economic development purposes, in an area of the County which is ripe for development but is not currently served by municipal sanitary sewer services. It is currently the intent of the SDOC to bid and construct the Project and then transfer ownership of the Project to the Town of Walhalla for operation and maintenance. In effect, the SDOC will then become a sewer customer of the Town of Walhalla. A separate Memorandum of Understanding is being formulated, to be executed by and between the SDOC and the Town of Walhalla, for that arrangement. The County will not have any role in the construction, use, or operation of the Project or the sanitary sewer system associated with the Project, will have no control or governance over the Project, the construction of the Project, or the use and operation of the Project or the municipal sanitary sewer system associated with the Project, and will have no voice in or control over any sewer

operation as a result of making the grant however, the grant is to be used solely and exclusively for the Project.

4. It is the understanding of the SDOC and the County that sufficient capacity exists in the existing Cane Creek trunk sewer, Cane Creek pump station, and, downstream, the facilities of the Oconee Joint Regional Sewer Authority, and that such capacity will be made available to the Town of Walhalla, to support the Project. The overall budget for the Project is Two Million Five Hundred Thousand Dollars (\$2,500,000.00). A preliminary opinion of Design South Engineers of the probable cost of the Project is attached hereto. The 60/40 split in costs for the Project represented by the County making a grant of One and one-half Million Dollars (\$1,500,000.00) Dollars for the Project and the SDOC funding its originally intended One Million Dollars (\$1,000,000.00) for the Project, based on the cost of constructing a septic tank disposal system for the School, has been the understanding and agreement between the parties hereto from the beginning of discussions between the two.

5. A separate grant in the amount of Five Hundred Thousand Dollars (\$500,000.00) is being pursued for the Project, by the South Carolina Department of Commerce, but such grant is speculative, at best, at the time of execution of this MOU.

6. The design of the Project is currently underway by Design South Engineers and should be completed before the end of 2012. An all-inclusive period of twenty-four (24) to thirty (30) months is anticipated for total completion of the Project.

7. It is explicitly understood and agreed between the SDOC and the County that the SDOC's contribution to the Project of One Million Dollars (\$1,000,000.00) is for the purpose of providing municipal sanitary sewer service to the new Walhalla High School, and that the County's contribution of One and one-half Million Dollars (\$1,500,000.00) is an economic development grant, for the sole purpose of obtaining municipal sanitary sewer services in the area of the Project, in order to foster and further economic development in that section of the County. Should the Project result only in the provision of municipal sanitary service to the new Walhalla High School by septic tank disposal system or forcemain sewer, only,, the SDOC and/or the Town of Walhalla, as appropriate, based on their respective receipt of the County's grant funds for the Project, will refund the County's grant funds of One and one-half Million Dollars (\$1,500,000.00) to the County.

8. Should the Project be completed, as anticipated in this MOU, and result in any savings below the Project cost of Two and one-half Million Dollars (\$2,500,000.00), due to any reason, including, without limitation, lower than anticipated cost of the Project, receipt of grant funds for the Project, or any other reason, such savings will be refunded to the County and the SDOC, respectively, based on and in accordance with the 60/40 percentage reflected above in the funding for the Project. Should the total Project cost exceed the budgeted cost of Two and one-half Million Dollars (\$2,500,000.00), the SCDOC and the County shall enter into further discussions and consultations as to how to fund such overrun, based on their respective interests in the Project and the cause of the overrun.

The above understanding and agreement represent the complete understanding and agreement between the SDOC and the County with regard to the Project. Any other understanding or agreement with regard to the Project, not contained herein, is hereby subsumed by this MOU.

Executed and agreed to this ____ day of _____, 2012, by:

SCHOOL DISTRICT OF OCONEE COUNTY

Witness

By: _____

Witness

Its: _____

OCONEE COUNTY, SOUTH CAROLINA

Witness

By: _____

Witness

Its: _____

**STATE OF SOUTH CAROLINA
OCONEE COUNTY
ORDINANCE NUMBER 2012-14**

AN ORDINANCE TO REWRITE AND REVISE CHAPTER 38 ZONING OF THE OCONEE COUNTY CODE OF ORDINANCES IN CERTAIN LIMITED REGARDS AND PARTICULARS, ONLY; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Oconee County, South Carolina (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina (the "State"), acting by and through its governing body, the Oconee County Council (the "County Council"), has adopted multiple ordinances for the effective, efficient governance of the County, which, subsequent to adoption, are codified in the Oconee County Code of Ordinances (the "Code of Ordinances"), as amended, from time to time; and

WHEREAS, Chapter 38 of the Code of Ordinances contains terms, provisions and procedures applicable to zoning in Oconee County; and

WHEREAS, from time to time, provisions of the Code of Ordinances need to be amended, to update such provisions, to add guidelines and procedures and rules applicable to Oconee County government, and to update all provisions of the Code of Ordinances, to keep them in concert and accord with state and county law and regulations; and

WHEREAS, there is a need to revise the zoning procedures and law of the County, based on three years of practical experience with such procedures and law, and to meet the changing needs of the County; and

WHEREAS, there is a need to amend, specifically, the provisions of Chapter 38 *Zoning* of the Oconee County Code of Ordinances:

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

1. The entire content of the current Chapter 38 *Zoning* of the Oconee County Code of Ordinances is hereby revoked, rewritten, stricken, and replaced in its entirety with the rewritten Chapter 38 of the Oconee County Code of Ordinances contained as Attachment A, hereto, and hereby incorporated herein as fully as if set forth verbatim, herein, which shall, after enactment of this ordinance, constitute the effective zoning provisions of the County. All zoning and land use maps of the County in effect and in use in Oconee County at the time of enactment of this ordinance shall remain in full force and effect, and shall become the maps adopted by this ordinance and Attachment A, hereto, to the effect that use of any such maps is called for by this Ordinance or Attachment A.

2. Oconee County Council hereby declares and establishes its legislative intent that Attachment A, hereto, as may perhaps be amended from time to time, become the applicable zoning provisions of Oconee County, from and after its adoption, states its intent to so adopt Attachment A, and directs that a public hearing thereon be undertaken by the Oconee County Council or the Oconee County Planning Commission, in accord with and as required by Section 6-29-760 and by Section 4-9-130, South Carolina Code, 1976, as amended.

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. However, nothing contained herein, or in Attachment A, hereto, shall cancel, void, or revoke, or shall be interpreted as cancelling, voiding, or revoking in any regard any prior zoning or rezoning acts, actions, or decisions of Oconee County or Oconee County Council, in any regard.

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

6. This Ordinance shall take effect and be in full force and effect from and after third reading and enactment by Oconee County Council, and will apply to all zoning processes initiated after first (1st) reading hereof. All zoning processes actually initiated by submitting a properly and legally completed rezoning petition to Oconee County Council, at a minimum, prior to first (1st) reading of this ordinance and the establishment of the pending ordinance doctrine thereby, shall be completed under the zoning rules and regulations of Chapter 38, of the Oconee County Code of Ordinances, as in effect prior to final adoption of this ordinance.

ORDAINED in meeting, duly assembled, this ____ day of _____, 2012.

ATTEST:

Elizabeth Hulse,
Clerk to Oconee County Council

Joel Thrift,
Chairman, Oconee County Council

First Reading: April 3, 2012 [in title only]
Second Reading: _____
Third Reading: _____
Public Hearing: _____

Revised Ch.38 with changes to PC and Staff recommendations
by County Attorney and Staff

Planning Commission Review: ZEO

Recommended to Council on February 6, 2012

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Article 1. Legal Provisions

Section 38-1.1 Purpose

The zoning regulations and districts as set forth in this ~~ordinance~~Chapter have been made in accordance with the Oconee County Comprehensive Plan. These regulations are designed to lessen traffic congestion, to protect public safety, to promote the health and general welfare of the citizens of Oconee County, reduce the sprawl of development, to provide adequate light and air, to prevent overcrowding of land, to avoid undue concentration of population, and to facilitate the adequate provisions of transportation, water, sewerage, schools, parks, and other public requirements. These regulations have been made with reasonable consideration of the character of each community and reflect concern for protecting the property and lifestyles of all Oconee County citizens.

Section 38-1.2 Authority

The provisions of this ~~ordinance~~Chapter are adopted under authority of the South Carolina Local Government Comprehensive Planning Enabling Act of 1994, S.C. Code Title 6, Chapter 29.

Section 38-1.3 Jurisdiction

The regulations set forth in this ~~ordinance~~Chapter shall be applicable within the unincorporated areas of Oconee County.

Section 38-1.4 Conflicting Regulations

In the event that a regulation in this ~~ordinance~~Chapter conflicts with any other county regulation or zoning districts, the more stringent standard shall apply.

Section 38-1.5 Severability

If, for any reason, one or more sections, sentences, clauses, or parts of this ~~Ordinance~~Chapter are held unconstitutional or invalid, such decision shall not affect, impair, or invalidate the remaining provisions of this ~~Ordinance~~Chapter and they shall remain in full force and effect.

Section 38-1.6 Exemptions (grandfathering) –

Any lawfully existing land use or structure present at the time zoning regulations are adopted and/or amended by county council shall be exempt from these regulations or such amended regulations, respectively, until such a time as the intensity of use changes, or the use is abandoned as outlined in Sec. 38-4.1. Nonconforming (or grandfathered) uses shall be subject to the standards listed in Article 4, "Nonconforming Uses", of this ~~ordinance~~Chapter.

Section 38-1.7 Effective Date of Ordinance

This ~~ordinance~~Chapter was first adopted on third and final reading of Oconee County Ordinance 2007-18 by County Council on November 6, 2008 and ~~shall be~~ implemented on May 1, 2009.

Article 2. Application and Enforcement

Section 38-2.1 General Prohibition

The use of all land and structures within the unincorporated jurisdiction of unincorporated Oconee County shall comply with all of the provisions contained within this ordinance~~Chapter~~. As such, no building or structure, no use of any building, structure, or land; and no lot of record which did not ~~now or hereafter~~ exist on the effective date of these regulations, or any amendment hereof, shall be created, established, altered, moved, diminished, divided, eliminated, or maintained in any manner except in conformity with the provisions of this ordinance~~All standards~~Chapter, or such amendment, respectively. No standard set forth in this document shall in ~~no~~any manner be construed to conflict with the provisions of the South Carolina Right to Farm Act or the South Carolina forestry regulations in effect on the date of adoption of these regulations, or any amendment hereof.

Section 38-2.2 Zoning Official

The County Administrator shall appoint a Zoning Official(s) to enforce the provisions of this Ordinance~~Chapter~~. County Zoning officials shall keep records of all variances and amendments to this Ordinance~~Chapter~~.

Section 38-2.3 Violations

In the event the provisions of these regulations are found to be violated, the party deemed responsible for the violation shall first be notified in writing, and ordered to discontinue the lack of conformity. Said notification shall include the specific nature of the violation, and the corrections and remedies necessary to come into compliance.

Section 38-2.4 Zoning Permit

No permit shall be issued by the Oconee County Zoning Officer, their designee, or the Board of Zoning Appeals except in conformity with the provisions of this Ordinance~~Chapter~~.

- 1) A Zoning Permit shall be issued administratively for permitted uses and uses permitted with conditions. Appropriate fees may be established by County Council from time to time.
- 2) For those uses requiring a special exception, the Zoning Official shall not grant a zoning permit unless ordered to do so by the Board of Zoning Appeals.
- 3) No permit shall be issued by any department or agency of Oconee County prior to certification of zoning compliance by the Zoning Official.
- 4) Unless specifically waived by the Planning Director or his/her designee, permitted uses with conditions and uses permitted by Special Exception shall require a site plan review prior to the issue of a Zoning Permit. The Zoning Official may require a site plan review for permitted uses when necessary to insure compliance.

- 5) An approved site plan shall consist of two (2) sets of plans drawn to an appropriate engineering scale, one (1) of which shall be appropriately stamped and/or signed and returned to the applicant upon approval. The following items shall be noted on all site plans:
 - a) The shape and dimensions of the lot on which the proposed building is to be located
 - b) The location of said lot with respect to adjacent rights-of-way
 - c) The shape, dimensions, and location of all buildings, existing and proposed, and required setbacks
 - d) The nature of the proposed use of the building or land, including the extent and location of the use
 - e) The location and dimensions of off-street parking and loading space and means of ingress and egress
 - f) The location of all required buffers
 - g) Required driveway/encroachment permits
 - h) A copy of any required storm water and/or erosion control permits
 - i) Any other information deemed necessary by staff for enforcement of the provisions of this ~~Ordinance~~Chapter.
- 6) No permanent utility connection shall be authorized, and no Certificate of Occupancy will be issued, until the Zoning Official certifies a required site plan is complete, and an approved 'as built plan' is on file.
- 7) Copies of documents related to zoning permits and Board of Zoning Appeals activities shall be kept on file by the Zoning Official, and shall be subject to all provisions of the Freedom of Information Act. Appropriate fees to cover costs related to research and copying may ~~apply~~be established by County Council from time to time.

Section 38-2.5 Temporary Use Certificates

A Temporary Use Certificate may be issued by the Zoning Official. Such certificates shall be issued for a specific period of time, with none to exceed fifteen (15) days, and shall be subject to any and all limitations deemed to be necessary to protect the character of the district affected. In the event said temporary use proves to result in no apparent negative impacts, a Temporary Use Certificate may be renewed for ~~an~~ additional fifteen (15) day periods; however, no more than three (3) such renewals shall be approved.

Section 38-2.6 Appeals of Staff Decisions

Decisions made by the Zoning Official related to the issuance or denial of a Zoning Permit or Temporary Use Certificate may be appealed to the Board of Zoning Appeals pursuant to the South Carolina Code of Laws.

Section 38-2.7 Complaints

All complaints of violations shall be submitted in writing on a form provided by the ~~zoning official~~Zoning Official. The complaint shall include a detailed description of the alleged violation, as well as the complainant's name, address and signature. Complainants must reside within the same planning district in which the potential violation lies. All complaints shall be

acted on within ten (10) days of submission. Anonymous reports of alleged violations will not be considered valid.

Section 38-2.8 Cancellation of Permits

Violation of the provisions of this ~~Ordinance~~Chapter found after the issuance of a Land Use Permit, Building Permit, or other permit or certificate issued by Oconee County contingent on an approved Zoning Permit or Temporary Use Certificate shall constitute a voiding or cancellation of all issued permits, and subject the applicant to the full extent of penalties provided for by law.

Section 38-2.9 Penalties

Any person or entity violating the regulations set forth in this ~~Ordinance~~Chapter is guilty of a misdemeanor and may be fined up to five hundred (\$500.00) dollars or imprisoned for thirty (30) days or both.

Article 3. Official Zoning Map and Zoning Districts

Section 38-3.1 Official Zoning Map

The boundary of the unincorporated areas of Oconee County and all adopted zoning districts are shown on a map entitled "Official Zoning Map, Oconee County, South Carolina," which is hereby adopted and declared to be part of this ~~ordinance~~Chapter and incorporated herein by reference.

- 1) **Amendments** – Amendments to the Official Zoning Map shall be made as necessary by the Oconee County Council, in accordance with the procedures outlined in this ~~ordinance~~Chapter and according to § 6-29-760 of the State of South Carolina Code of Laws; ~~the, 1976, as amended.~~ The map shall at all times portray the current status of the zoning district boundaries.
- 2) **Custodian Map** – A reproducible copy of the Official Zoning Map shall be kept in the office of the Oconee County Zoning Official, and copies shall be made available for inspection by the public.

Section 38-3.2 Interpretation of Districts' Boundaries

When uncertainty exists with respect to the boundaries of a zoning district, as shown on the Official Zoning Map, the following rules shall apply:

- 1) **Delineation** – Zoning district boundary lines are intended to follow the centerline of roadways, streams or other water channels, and follow platted lot lines or other property lines. In the absence of visual district boundaries or specified distances on the Official Zoning Map, dimensions or distances shall be determined by the scale on the Official Zoning Map.
- 2) **Interpretation** – In the event that the Zoning Official is unable to make a decision regarding the exact boundary on the Official Zoning Map, the Board of Zoning Appeals shall interpret the district's boundary.

Article 4. Nonconforming Uses

Section 38-4.0

Any usage of a parcel or structure lawful at the time these regulations or any amendment thereof become effective shall be allowed to continue as a non-conforming usage, subject to the restrictions listed herein. For purposes of this Article usage shall be construed to include, without limitation and in addition to the usual meaning of the word, usage expressly and explicitly approved, indicated and stated in a deed restriction, restrictive covenant, or other form of land use restriction imposed or obtained in a private, arm's length, contractual transaction which is reduced to a matter of public record, and actually recorded as a public record, at the time of enactment of Ordinance 2007-~~18~~-18 on November 6, 2008.

Section 38-4.1 Discontinuation of Use

Any non-conforming use discontinued or abandoned for a period of twelve (12) months or more shall void any exemption as a non-conformity, and thereafter ~~shall~~ the use shall conform to all provisions of these regulations. However, suspension of a use for longer than twelve (12) months solely as a result of fire, flood, wind, explosion, or other calamity or Act of God; catastrophic illness or injury detrimental to the continuation of the use; or the exercise of eminent domain or other governmental act (other than that which results from criminal activity proven in a court of competent jurisdiction) shall not constitute discontinuance or abandonment.

Section 38-4.2

In the event an alteration is proposed for any nonconforming structure, the following standards shall apply:

- 1) The altering, expanding, changing, rebuilding, or resuming of a nonconformity shall be subject to review and permitting under provisions established in this ~~ordinance~~ Chapter.
- 2) If a nonconforming building or structure is reused or reoccupied without alteration, or an abandoned use is resumed within twelve (12) months, no permit is required under this ~~ordinance~~ Chapter, provided, the nature and degree of the nonconformity will not be changed or increased from that which existed before the nonconformity became unused, unoccupied, or abandoned.
- 3) An expansion of a non-conforming structure that is a non-conformity solely due to dimensional setbacks shall be permitted, provided the dimensional nonconformity will not be increased.
- 4) Nonconforming buildings or structures utilized as an integral part of a business at the time of adoption of these ~~standards~~ regulations or any sequential rezoning shall be permitted to be expanded by an amount up to fifty (50) percent of the building footprint existing at the time of adoption, as a Special Exception, provided:
 - a) district setback and height requirements are met, with no existing dimensional nonconformities being increased;

- b) any increase in excessive light, noise, dust, or other negative impacts on neighboring uses resulting from the proposed expansion are mitigated by screening, fencing, or other means necessary.
- 5) Any proposed change in usage of a “nonconforming use” may be permitted as a variance by the Board of Zoning Appeals, if the proposed use does not increase the effects of the existing usage in the neighborhood and all other provisions for granting a special exception are met.

For the purposes of this section, the terms “altering”, “expanding” and “changing” shall be strictly construed. “Rebuilding” shall mean the rebuilding, reconstruction, or restoration of any nonconforming building or structure which was damaged or partially destroyed by fire, flood, wind, explosion, or other calamity or Act of God. “Resuming” shall mean the reusing or reoccupying of a nonconforming building or structure which was unused or unoccupied for a continuous period, or the resuming of a nonconforming use which was abandoned for a continuous period. All structures rebuilt or otherwise modified under the provisions of this ~~Ordinance~~Chapter shall be constructed to conform to adopted codes.

Article 5. Conditional Uses

Section 38-5.0

The standards listed in this section shall be applied in addition to any and all zoning district requirements applicable for the use specified. The Zoning Official may require site plans, technical specifications, and/or any other reasonable documentation necessary to verify compliance.

Section 38.5.2 Auction Houses (zoning district: ARD, RRD, CCD, HCD)-

All noises, excess light, or dust shall be controlled so as not to be detrimental or cause a nuisance to nearby residential or commercial uses. A landscape plan which provides for screening and buffering of a minimum width of fifteen (15) feet shall be submitted at the time of application for a zoning permit. Parking areas shall be no closer than fifteen (15) feet from the boundary of any adjoining parcel, and bordered on adjoining sides by a landscaped area which contains an evergreen screen a minimum of four (4) feet in height.

Section 38.5.3 Bed and Breakfast Inns (zoning districts: AG, CCD)-

Off street parking shall be provided in accordance with the average amount of expected traffic utilizing the said business. A minimum of two spaces shall be provided off of the public thoroughfare. Whenever feasible all parking shall occur in the rear of the business.

Section 38.5.4 Cemeteries and Accessory Uses (zoning district: CCD)

Adquate ingress and egress shall be provided for and commercial cemeteries greater than 30 sites shall provide access points on two thoroughfares.

Section 38.5.6 Conservation Subdivision (zoning districts: TRD, AG, ARD, RRD, RD, LRD, HCD)

- 1) A licensed landscape architect shall design the site layout and preliminary layout plans for the subdivision
- 2) A minimum of 50% of the gross area shall be preserved as green space.
- 3) Lot size may be reduced to 10,000 square feet provided that a non-traditional septic system is approved by the South Carolina Department of Health and Environmental Control (DHEC). An increase in green space by at least 15% shall permit the developer to decrease the minimum lot size by 20% (to 8,000 square feet).
- 4) Views of house lots from exterior roads and abutting properties shall be minimized by the use of changes in topography, existing vegetation, or additional landscaping.

- 5) At least half of the lots shall directly abut conservation land or face conservation lands from across the street.
- 6) Covenants and restrictions governing the preservation of green space, wetlands, and other sensitive lands shall be recorded with the final subdivision plat prior to any sales. A statement assigning the home owners association responsibility for maintaining the conservation land shall be clearly placed on the final subdivision plat.
- 7) All conservation lands shall be contiguous to provide for integrated open space throughout the subdivision, excluding thoroughfares. Long thin strips of conservation land (less than 150 feet in width) shall be prohibited.

Section 38.5.7 Home occupations (zoning districts: TRD, AG, ARD, CD, RRD, RD, LRD, CCD, HCD)

Sufficient off street parking shall be provided to accommodate the average amount of expected traffic utilizing the said business. At a minimum, two spaces shall be provided off of the public thoroughfare. Whenever feasible all parking shall occur in the rear of the business.

Section 38.5.8 Motor vehicle services and repair (zoning district: CCD)

Space shall be provided in the rear of the building for long term and overnight storage of vehicles. No more than 3 working bays shall be permitted, unless otherwise approved by the Board of Zoning Appeals.

Section 38.5.9 Outdoor Retail (zoning district: MUD)

Setbacks from the roadway shall be a minimum of fifty (50) feet. Parking shall be clearly designated area apart from the merchant stands. Fire access shall be maintained throughout the entire outdoor retail area with fire lanes and thoroughfares that are a minimum of 20 feet wide. All adjacent residential areas shall be screened or buffered so as to ensure that the visual impacts are minimized. See Appendix A for screening and buffering guidelines.

Section 38.5.17 Restaurants (up to 2,500 square feet) (zoning district: TRD, RRD)-

Sufficient off street parking shall be provided to accommodate the average amount of expected traffic utilizing the said business. A minimum of ten spaces shall be provided off of the public thoroughfare. Whenever feasible all parking shall occur to the rear or side of the business.

Article 6. Board of Zoning Appeals

Section 38-6.1 References

All references within these regulations to the Board of Zoning Appeals shall be considered to indicate the Oconee County Board of Zoning Appeals, created under the provisions of Title 6 Chapter 29 of the South Carolina Code of Laws, 1976, as amended.

Section 38-6.2 Responsibilities

The Board of Zoning Appeals shall:

- 1) hear all appeals, request for variances, and special exceptions from these regulations, in accordance with the Code of Laws of South Carolina, Title 6, Chapter 29 and the adopted bylaws of the Board of Zoning Appeals.
- 2) hear and decide appeals where there is an alleged error in any order, or decisions made by the Zoning Official or designated staff.

Article 7. Variances and Special Exceptions

Section 38-7.1 Variances

The Board of Zoning Appeals may grant a variance in an individual case of unnecessary hardship if the Board of Zoning Appeals makes and explains in writing the following findings:

- 1) there are extraordinary and exceptional conditions pertaining to the particular piece of property;
- 2) these conditions do not generally apply to other property in the vicinity;
- 3) because of these conditions, the application of ~~the ordinance~~this Chapter to the particular piece of property would effectively prohibit or unreasonably restrict the utilization of the property; and
- 4) the authorization of a variance will not be of substantial detriment to adjacent uses or to the public good, and the character of the district will not be harmed by the granting of the variance.
 - a) The Board of Zoning Appeals may not grant a variance the effect of which would be to allow the establishment of a use not otherwise permitted. The fact that the property may be utilized more profitably, should a variance be granted, may not be considered a grounds for a variance.
 - b) The Board of Zoning Appeals may grant a variance to extend physically an existing nonconforming use provided that the expansion does not adversely affect the character of the community and is designed so as to minimize any negative secondary impacts.
 - c) In granting a variance, the Board of Zoning Appeals may attach to it such conditions regarding the location, character, or other features of the proposed building, structure, or use as the Board of Zoning Appeals may consider advisable to protect established property values in the surrounding area, or to promote the public health, safety, or general welfare.

The developer shall have the burden of providing evidence to the County of compliance with the general requirements of this ~~ordinance~~Chapter and the specific requirements of the applicable section. The Board of Zoning Appeals may impose whatever reasonable conditions it deems necessary to ensure that any proposed development will comply substantially with the objectives in this ~~ordinance~~Chapter.

Section 38-7.2 Special Exceptions

The Board of Zoning Appeals may grant a special exception only if it finds adequate evidence that any proposed development will meet all of the following general requirements as well as any specific requirements and standards listed for the proposed use. The Board of Zoning Appeals shall among other things require that any proposed use and location be:

- 1) In accordance with the Comprehensive Plan and is consistent with the spirit, purposes, and the intent and specific requirements of this ~~ordinance~~Chapter, to include the definition and intent of the district in which the special exception is being requested;
- 2) In the best interests of the County, the convenience of the community and the public welfare;

- 3) Suitable for the property in question, and designed, constructed, operated, and maintained so as to be in harmony with and appropriate in appearance to the existing or intended character of the general vicinity;
- 4) Suitable in terms of effects on highway traffic, parking and safety with adequate access arrangements to protect streets from undue congestion and hazards

The developer shall have the burden of providing evidence to the County of compliance with the general requirements of this ~~ordinance~~Chapter and the specific requirements of the applicable section. The Board of Zoning Appeals may impose whatever reasonable conditions it deems necessary to ensure that any proposed development will comply substantially with the objectives in this ~~ordinance~~Chapter.

Article 8. Amendments and Rezoning

Section 38-8.1 Consideration by Planning Commission and County Council

All proposed amendments to these regulations, official zoning map, or any other part of this document shall be reviewed by the Oconee County Planning Commission, who shall issue a recommendation to County Council. Upon receipt of the Planning Commission report, County Council shall act on the proposed amendment within sixty (60) days.

Section 38-8.2 Public Notice Requirements

- 1) **Public Hearings-** County Council shall conduct all required public hearings for amendments and rezoning. No amendment to these regulations or official zoning map shall be considered for third and final reading until after the public notice and hearing requirements set forth in the South Carolina Code of Laws [and this Chapter](#) have been met.
- 2) **Notice of Hearing-** Notice of public hearing shall be published in a newspaper of general circulation at least 15 days prior to hearing. The notice shall carry an appropriate descriptive title and shall state the time, date, and place of the hearing. All interested parties shall be heard at the public hearing.
- 3) **Posting-** Pursuant to the provisions of the South Carolina Code of Laws, signs noting a rezoning for the small area method shall be posted on or adjacent to affected parcels along public thoroughfares. In the event less than 10 effected parcels are so situated as to share frontage along the same public thoroughfare, a sign shall be located on each parcel, provided no two (2) signs are closer than one hundred (100) feet of each other. In the event ten (10) or more ~~effected~~[affected](#) parcels are so situated as to share frontage along the same public thoroughfare, or any number of parcels are located off of the public thoroughfare, signs shall be posted as close as is practical in a manner sufficient to insure due public notice. At a minimum, signs shall be posted at the beginning and end of any continuous shared public frontage, with no more than 1 mile between signs; at least one sign shall be visible from all directions in each intersection adjacent to a parcel for which rezoning is proposed. The rezoning of lands owned by the United States, the State of South Carolina, Public Universities, or Oconee County shall be posted at any major identifying signs stating the identification of the property; in the event that no signs are present, State posting guidelines shall be followed. For all other rezoning, state posting guidelines shall be followed.
- 4) **Notification of Property Owners-** A written notice containing all pertinent information related to any public hearing shall be sent by first class mail to the registered owner of each ~~effected~~[affected](#) parcel at least fifteen (15) days prior to the event. For the purposes of this section, the name and address of the owner of the parcel shall be that listed on tax records maintained by the Oconee County Tax Assessor.
- 5) **Action by Council-**After conducting a duly advertised public hearing, county council shall consider all information presented at the hearing, staff review, and the recommendation received from the Oconee County Planning Commission, prior to making their decision.

Section 38-8.3 Reconsideration of Request for Amendment

When County Council shall have denied a request for an amendment to this ~~ordinance~~Chapter, it shall not consider the same or a less restrictive reclassification for an amendment affecting the same property until one year from the date of said denial. A more restrictive classification is not subject to the one year period.

Section 38-8.4 Effective Date of Change-

Any ~~ordinance affecting~~Ordinance effecting a change in the text of the zoning ~~ordinance~~Chapter or zoning maps shall become effective upon final adoption by Council.

Section 38-8.5 Methods of Initial Rezoning-

Upon adoption of this ~~ordinance~~Chapter, rezoning of a parcel or group of parcels shall be initiated by one of the following methods:

- 1) Method 1- Planning District Request Initiated by Citizens
 - a) Any group of citizens living within any planning district described within this section may petition for initial rezoning for the entirety of their district. The Planning Districts, which are based on the approximate boundaries traditionally used by local fire stations as service areas, are as follows:
 - i) Oakway District
 - ii) Salem District
 - iii) Corinth-Shiloh District
 - iv) Mountain Rest District
 - v) Walhalla District
 - vi) Westminster District
 - vii) Seneca District
 - viii) Fair Play District
 - ix) Long Creek District
 - x) Cleveland District
 - xi) Keowee Ebenezer District
 - xii) Friendship District
 - xiii) Cross Roads District
 - xiv) Picket Post-Camp Oak District
 - xv) South Union District
 - xvi) West Union District
 - xvii) Keowee District

The boundaries of each Planning District shall conform to the exterior property line of all parcels lying within; in no instance shall a single parcel lie in more than one (1) Planning District. Parcels shall be assigned to a Planning District based on the location of its centroid,

which shall be determined by the Oconee County Geographic Information System (GIS). The boundaries of the various Planning Districts are shown on the Map of Planning Districts, which shall be adopted as part of these standards.

- b) Petitions by citizens to County Council to initiate a rezoning of an entire Planning District shall be made in the following manner:
- i) Citizen Petition- Citizens wishing Council to amend the map of their Planning District shall acquire the signatures of a minimum of fifteen percent (15%) of the owners of parcels lying within the boundaries of the said planning district. The petition shall contain the following statement of support:
 - ii) "I hereby certify that I own a parcel lying within the _____ Planning District, and I support the consideration by Oconee County Council of amending the zoning map."
 - iii) Presentation to County Council-If County Council finds the petition is within the parameters of ~~the Zoning Enabling Ordinance~~this Chapter, they may direct the Planning Commission and Planning Department to proceed with amending the zoning ~~ordinance~~chapter and map. Council may take first reading, in title only, on the zoning amendments at this time.
 - iv) Review of Land Use Map-The Planning Commission shall undertake a review of the district's portion of the Future Land Use Map.
 - v) Initial Zoning Meeting in District-Following the review of the Future Land Use Map, the Planning Department will schedule a public meeting to begin working with citizens to develop a proposed zoning map. Nominations for the District Planning Advisory Committee will be called for at this time.
 - vi) Appointment of District Planning Advisory Committee- County Council will review the nominations for the District Planning Advisory Committee and appoint individuals to the committee. The Committee shall consist of seven owners of parcels lying within the district. The committee shall elect a chair who shall conduct committee meetings, call subsequent meetings as necessary, and set forth the agenda for subsequent meetings.
 - vii) Creation of proposed District Zoning Map- With assistance from planning staff, the District Planning Advisory Committee will use the Future Land Use Map as a guide in creating proposed changes to the district's portion of the Official Zoning Map. All proposed amendments shall be chosen from the zoning districts and their corresponding regulations established in this ~~ordinance~~Chapter.
 - viii) Planning Commission Review of proposed Zoning Map- When completed, the Committee shall present their draft map to the planning commission for review. The planning commission shall review the changes to ensure that they are compatible with the comprehensive plan. During this time, the planning department shall mail a survey to all district property owners soliciting their opinion of the proposed changes, with a deadline to respond of thirty (30) days. At the end of the survey period, the commission shall forward a recommendation regarding the proposed changes to county council. A positive recommendation of the commission shall require both a finding of compliance with the comprehensive plan, and a minimum of 51% of the returned responses to the survey favoring the proposed changes.

- ix) Consideration of Recommendation- County Council shall consider the proposed zoning map amendments and may take second reading on the ~~ordinance~~Chapter at this time.
 - x) Comment Period- A comment period of no less than thirty (30) days shall be held at this time.
 - xi) Consideration of survey results by County Council- Upon the completion of the comment period, County Council may hold a public hearing on the proposed amendments. Once the public hearing has been completed, County Council may take third and final reading of an ordinance to amend the Planning Districts portions of the Official Zoning Map.
 - xii) Failed attempts to amend the zoning ~~ordinance~~chapter-In the event County Council formally rejects a citizen-initiated petition to amend a Planning District's portion of the Official Zoning Map for any reason, a new attempt to amend the map through citizen petition shall not be considered sooner than two years from the date of Council's decision.
- 2) Method 2- Small Area Rezoning
- a) This method of rezoning shall be initiated by a signed petition containing signatures of a minimum of 51% of the affected property owners in the area established by one of the following two methods, chosen by the petitioner.
 - i) Any property owner, or group of property owners, may petition County Council for initial rezoning, provided the parcels proposed for such rezoning are contiguous and comprise no less than two hundred (200) acres in area with at least 65% of parcels 1.5 acres or greater; or
 - ii) Any property owner, or group of property owners, may petition County Council for initial rezoning, provided the platted subdivision (s) proposed for rezoning is recorded in the office of the Oconee County Register of Deeds; and/or is an area with all parcels 1.5 acres or less, and provided the proposal for rezoning is contiguous with a total area of at least twenty five (25) acres, or contains a minimum of twenty (20) parcels.
 - b) Upon obtaining 51% of the required signatures for a method chosen above, petitioners may ~~include~~add any parcel that is contiguous to ~~an~~such active rezoning request as long as there is a favorable petition (as described herein) for such parcel(s).
 - c) Parcels totally encompassed by a small area rezoning ~~that~~request, which in their own rights are now unable to meet the minimum requirements of the two methods described above, shall be included by staff in ~~a~~such small area request, as part of the request, prior to first reading, if their inclusion would not defeat the 51% requirement of this section.
 - d) In addition, any property owner; owning a parcel, currently in the Control Free District, ~~that-which~~ is contiguous ~~with~~to parcels that have already been rezoned from the Control Free District, may petition (as described herein) to rezone their parcel(s) provided the requested rezoning is similar in nature to that which has been previously adopted for the contiguous area.
 - e) For the purposes of this ~~regulation~~chapter, in addition to standard definitions, parcels separated by a perennial stream or a cove within a body of water shall be considered contiguous.

- f) Proposed changes to any part of these regulations shall be subject to review by the planning commission, as set forth in Section 8.1 (above), and public notice requirements contained in Section 8.2 (above), as well as other applicable standards established by the South Carolina Code of Laws, 1976, as amended. Citizens who cannot meet the standards established under this method may utilize method 3 as an alternative option provided County Council is willing to initiate the request.

3) Method 3- County Initiated

The governing body of the County may at any time after adoption of these standards rezone any parcel or parcels owned or maintained by Oconee County. Additionally, County Council may at any time rezone any parcel or group of parcels to bring them into compliance with the goals established in the Oconee County Comprehensive Plan. Proposed changes to any part of these regulations shall be subject to review by the planning commission, as set forth in Section 8.1 (above), and public notice requirements contained in Section 8.2 (above), as well as other applicable standards established by the South Carolina Code of Laws, 1976, as amended.

Section 38-8.6 Subsequent Rezoning

- 1) Subsequent to the initial change of zoning ~~to~~ of any parcel or group of parcels following adoption of these regulations, any individual property owner may make application for rezoning of a parcel(s). All such re-zonings shall be subject to the standards ~~per~~ set forth in these regulations and South Carolina Code of Laws, 1976, as amended.
- 2) Notwithstanding any effort to accomplish a prior rezoning, County Council may at any time rezone a parcel or group of parcels pursuant to the goals established in the Oconee County Comprehensive Plan.

Article 9. General Provisions

Section 38-9.1 Use Interpretation

- 1) Each zoning district has uses permitted by right, conditional uses, and special exception uses. Lists are shown for each district placing uses under one of the three categories. Uses not expressly permitted are prohibited. The following describes the processes of each of the three categories that the uses are subject to:
 - a. Uses Permitted by Right: Administrative review and approval subject to district provisions and other applicable requirements only.
 - b. Conditional Uses: Administrative review and approval subject to district provisions, other applicable requirements, and conditions outlined in this ~~ordinance~~ Chapter.
 - c. Special Exceptions: The Board of Zoning Appeals review and approval is subject to any and all district provisions, other applicable requirements, and conditions of approval. Some Special Exceptions may also be subject to conditions in this ~~ordinance~~ Chapter. Those uses currently governed by the United Performance Standards ~~Ordinance~~ Sections of the Oconee County Code of Ordinances as special exceptions shall be governed by those standards unless otherwise noted in this ~~ordinance~~ Chapter.
- 2) A mix of two or more uses on the same lot of record is permitted as long as both uses are listed as permitted within the zoning district. The requirements for the most restricted use shall apply. For example, if "Use A" is permitted by right and "Use B" is permitted with a Special Exception, then the property requires a Special Exception for both uses.

Section 38-9.2 Zoning Map Interpretation

The map entitled *Oconee County Official Zoning Map*, as adopted and amended by the Oconee County Council establishes the official zoning districts and overlay districts. Where uncertainty exists as to the boundaries of any district shown on the Official Zoning Map, the Zoning Official shall employ the following rules of interpretation.

- 1) **Centerline:** Where a boundary line lies within and follows a street or alley right-of-way, a railroad right-of-way, or utility easement, the boundary shall be construed to be the centerline of such street or alley right-of-way, railroad right-of-way, or utility easement boundary. If such a street or alley right-of-way, railroad right-of-way, or utility easement forming the boundary between two separate zoning districts is abandoned or removed from dedication, the district boundaries shall be construed as following the edge of the abandoned or vacated road bed or utility easement.
- 2) **Edge Line:** Where a boundary line follows the edge of a street or alley right-of-way, a railroad right-of-way, or utility easement, the boundary shall be construed to be on the centerline of such street or alley right-of-way, railroad right-of-way, or utility easement boundary.

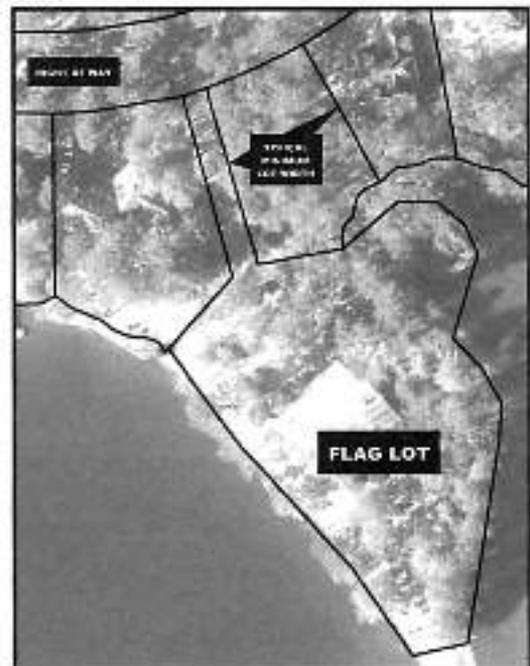
- 3) **Lot Line:** Boundaries indicated as approximately following lot lines shall be construed as following such lot lines.
- 4) **County/Municipal Limits:** Boundaries indicated as approximately following County/Municipal limits or extraterritorial boundary lines shall be construed as following the County/Municipal limits or extraterritorial boundary lines.
- 5) **Watercourses:** Boundaries indicated as approximately following the centerlines of streams, rivers, canals, lakes, or other bodies of water shall be construed to follow such center lines.
- 6) **Extensions:** Boundaries indicated as parallel to or extensions of street or alley rights-of-way, utility easements, lot lines, city limits, county lines, or extraterritorial boundaries shall be so construed.
- 7) **Scaling:** In a case where a district boundary does not coincide with any boundary lines as above and no distances are described by specific ordinance; the boundary shall be determined by the use of the scale appearing on the map.
- 8) In the event physical features existing on the ground, or actual property lines or other man-made boundary lines used to depict zoning district boundaries, are different than those shown on the Official Zoning Map, the Board of Zoning Appeals shall have the authority to interpret Zoning district boundaries.

Section 38-9.3 Dimensional Requirements: General Provisions & Exceptions

In addition to the dimensional requirements listed below and district dimensional requirements, further dimensional requirements may be set forth in Article 5 for those uses listed as conditional. The *control free district* shall be exempt from the provisions of this section.

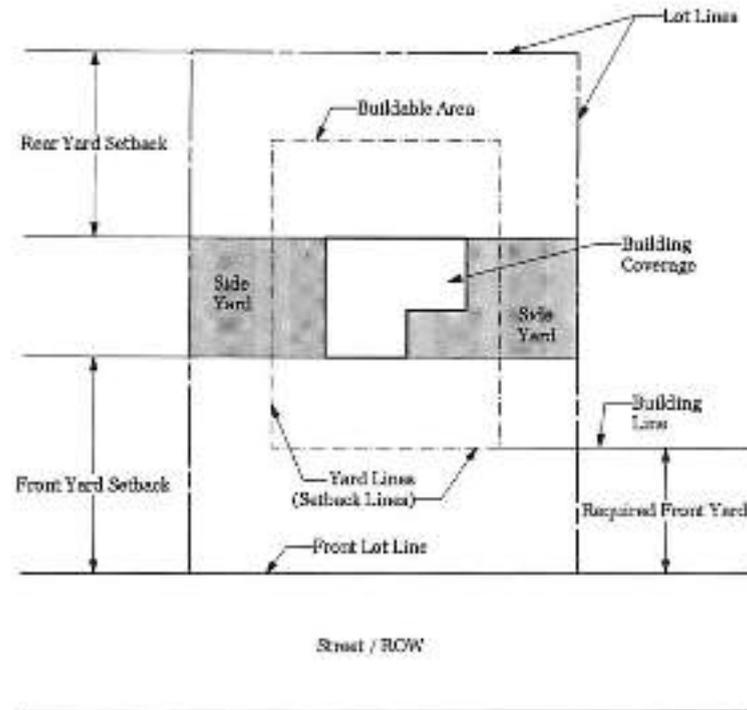
1) Lot Size & Configuration

- a) Public utilities and government uses shall not be subject to the minimum lot size requirements, but shall meet the setback requirements.
- b) A flag lot shall contain no more than two (2) single-family dwellings and uninhabited accessory structures. Flag lots may be permitted under the following conditions:
 - i) The maximum flagpole length shall be 300 feet.
 - ii) The minimum flagpole width shall be 30 feet;
 - iii) The front setback shall be measured from where the lot meets the district minimum width requirements.
 - iv) The flagpole portion of the lot shall not be used to calculate area, width, or setbacks of the lot or to provide off-street parking.
 - v) There shall be no more than one (1) flag lot per each 4 lots, per subdivision or development.



2) Setbacks

- a) The required front, side, and rear yards for individual lots shall be measured inward toward the center of said lot from all points along the respective front, side, and rear property lines of the lot. Once the yard areas of a given lot have been established, the remaining area of the lot which is not included in any required front, side, or rear lot shall be known as the "buildable" area within which the approved structure(s) shall be placed.

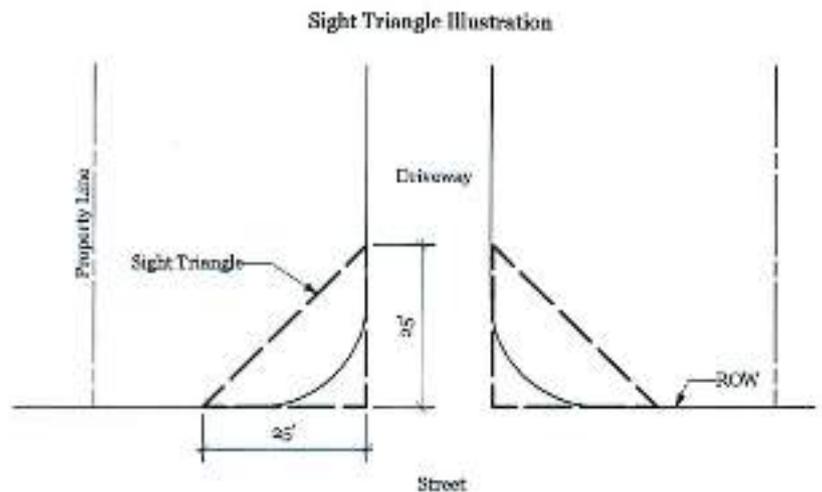


- b) Where a property abuts a street right-of-way, the setback shall be measured from the right-of-way line.
- c) Corner lots shall be considered to have two fronts and shall meet the front setback for the district.
- d) Front yard setbacks for double frontage lots shall be provided for both streets upon which the lot has frontage, and any accessory use(s) shall be prohibited from the required front yard setback of the street upon which the principal building fronts.
- e) The placement of any material shall not obstruct the view between access drives and streets, or the intersecting streets of a corner lot. No fence, building, wall or other structure, (excepting single trunk trees less than 12" in diameter, pruned to a height of eight (8) feet, and poles and support structures less than 12" in diameter), shall exist between a height of two and one-half (2.5) feet and eight (8) feet above the upper face of the nearest curb (or street centerline if no curb exists) and the sight triangle. For a corner lot, the sight triangle area is the area bounded on two sides by the street right-of-way

lines, each having a length of 25 feet, and a third side connecting the two right-of-way sides. For an intersecting street and driveway, the sight triangle is formed by measuring from the point of intersection of the right-of-way and the edge of drive the distance of twenty-five (25) feet and connecting the points so established to form a triangle on the area of the lot adjacent to the street. Note that road design criteria concerning sight distances is governed by the standards in Chapter 26, of the Oconee County Code of Ordinances, as amended.



Visual Clearance Illustration



Sight Triangle Illustration

- f) Any garage door shall be ~~setback~~set back a minimum of 20 feet from the property line that it faces so that vehicles may be parked in the driveway without encroaching into the right-of-way. If the district setback is greater than 20 feet, then the more restrictive setback shall prevail.
- g) The side and rear setbacks in the CCD and HCD shall not apply to the shared property line of attached buildings.
- h) The space in any required yard shall be open and unobstructed except for the ordinary projections of window sills, cornices, eaves, window air conditioning units, and other architectural features, provided that such features shall project no more than two (2) feet into any required yard.
- i) Steps and heating and cooling units may project into a required yard a distance not to exceed five (5) feet but no closer than five feet of a property line. Fences, free standing walls, hedges, and septic lines may be located in any setback, so long as they remain on the property.

Section 38-9.4 Height

- 1) The height of a building or structure shall be measured according to methods provided for in adopted building codes. The height of a tree shall be measured as the distance from the ground at the base to the highest point of vegetation.
- 2) The height limitations of this ~~title~~Chapter shall not apply to the following:
 - a) Belfries
 - b) Chimneys
 - c) Church spires
 - d) Conveyors
 - e) Cooling towers
 - f) Cupolas
 - g) Domes
 - h) Elevator bulkheads
 - i) Fire Towers
 - j) Flag Poles
 - k) Ornamental towers and spires
 - l) Public monuments
 - m) Public utility poles
 - n) Silos
 - o) Skylights
 - p) Smoke stacks
 - q) Stage towers or scenery lofts

Such features shall be erected only to such height as is necessary to accomplish the purpose they are intended to serve and no height extension shall serve as a place for human habitation.

- 3) Communication towers, antennas, and water tanks shall be exempt from district height requirements in these standards, but shall instead be subject to standards provided for in the Oconee County Unified Performance Standards ~~Ordinance~~Chapters of the Oconee County Code of Ordinances; however, all other district dimensional standards shall apply as specified.

Section 38-9.5 Other Requirements

In addition to Zoning District Regulations see the following Sections for other requirements:

- 1) See Article 5 for "Conditional Uses"
- 2) See Article 7 for "Special Exceptions"
- 3) See Appendix A for specifications on "Landscaping", "Buffering", "Parking", "Lighting", and "Signage". Standards contained on Appendix A shall apply only to those zoning districts or overlay districts specifically identified in Section 10, "Zoning District", and Section 11, "Overlay Districts", as being subject to Appendix A, each of which may be subject to all or part of the entire appendix, but only as specified. In no instance shall standards contained in Appendix A apply to any zoning district or overlay district unless so specified in such sections.
- 4) Notwithstanding any other provision herein to the contrary, proposed utility generation facilities and structures needed by regional and local utility providers in the production,

transmission, and distribution of electricity, natural gas, water, or sewer services, as well as any facility or structure necessary to comply with any federal or state license requirements, related to such production, transmission, and distribution, shall be permitted by right in any district and shall be exempt from any standard set forth in this [ordinance](#)Chapter.

Article 10. Zoning Districts

Section 38-10.1 Establishment of Base Zoning Districts

Base zoning districts are created to provide comprehensive land use regulations throughout Oconee County. There are 14 base zoning districts that provide for a variety of uses that are appropriate to the character of the areas in which they are located in accordance with the Oconee County Comprehensive Plan. All permitted, conditional, and special exceptions are identified in the zoning use matrix. All conditional uses shall meet the guidelines established in Article 5 of this ~~ordinance~~Chapter. Likewise, all special exceptions shall meet the guidelines established in Article 6 of this ~~ordinance~~Chapter. For the purpose of this ~~Ordinance~~Chapter, Oconee County is hereby divided into the following base zoning districts. These districts shall comply with all of the general and specific requirements of this ~~Ordinance~~Chapter.

Control Free District: CFD

Conservation District: CD

Rural Residential District: RRD

Agricultural District: AD

Traditional Rural District: TRD

Residential District: RD

Lake Residential District: LRD

Community Commercial District: CCD

Highway Commercial District: HCD

Industrial District: ID

Agricultural Residential District: ARD (~~amended 8-17-2010~~)

Public and Recreation Lands District: PRLD (~~amended 8-17-2010~~)

Mixed Use District: ~~{MUD}~~

Planned Development District: PUD

Section 38-10.2 Control Free District (CFD)

The usage of parcels within areas designated as "control free" shall not be regulated by this ~~ordinance~~Chapter; however, said usage shall comply with all adopted performance standards, overlay districts, or any other applicable ordinance of Oconee County or chapter of the Oconee County Code of Ordinances. The Control Free District is intended to be the initial zoning district for all parcels within the jurisdiction at the time of initial adoption of zoning in Oconee County, only; any parcel subsequently rezoned to any other district shall not be ~~asg~~ part of the Control Free District at any future date.

Section 38-10.3 Traditional Rural District (TRD)

Title: Traditional Rural District

Definition: Parcels located in areas with little or no commercial, industrial, or other significant development; residential development is primarily limited to single-family dwellings. Public infrastructure is limited.

Intent: This district is meant to provide for a continuation of traditional lifestyles in sparsely populated areas with low intensity commercial, industrial, or other development; and to preserve the character of more remote rural areas. Additionally, residents of Traditional Rural areas typically have access to fewer public conveniences than more urban areas, but retain greater freedom in the manner in which they use their land.

Dimensional Requirements*

Residential Uses	Density & Lot Size			Minimum Yard Requirements			Max. Height
	Min. Lot Size	Max. Density	Min. Width (ft.)	Front Setback (ft.)	Side Setback (ft.)	Rear Setback (ft.)	Structure Height (ft.)
	1/2 acre (21,780 sf)	2 dwellings per acre	80	35	10	20	
Nonresidential Uses	Minimum Lot Size		Min. Width (ft.)	Minimum Yard Requirements			Max. Height
	Min. Lot Size			Front Setback (ft.)	Side Setback (ft.)	Rear Setback (ft.)	Structure Height (ft.)
	1/2 acre (21,780 sf)		80	35	10	20	

*See Article 9 for general provisions and exceptions to Dimensional Requirements.

Section 38-10.4 Rural Residential District (RRD)

Title: Rural Residential District

Definition: Those areas wanting to protect the rural nature of their community but allow for limited residential growth.

Intent: The intent of this district is to allow for residential development in rural areas that wish to minimize the impact of dense residential development.

Dimensional Requirements*

Residential Uses	Density & Lot Size			Minimum Yard Requirements			Max. Height
	Min. Lot Size	Max. Density	Min. Width (ft.)	Front Setback (ft.)	Side Setback (ft.)	Rear Setback (ft.)	Structure Height (ft.)
	5 acres	1 dwelling per 5 acres	400	35	20	50	65
Nonresidential Uses	Minimum Lot Size		Minimum Yard Requirements			Max. Height	
	Min. Lot Size	Min. Width (ft.)	Front Setback (ft.)	Side Setback (ft.)	Rear Setback (ft.)	Structure Height (ft.)	
	5 acres	600	35	20	50	65	

*See Article 9 for general provisions and exceptions to Dimensional Requirements.

Section 38-10.5 Conservation District (CD)

Title: Conservation District

Definition: Those areas designated for preservation and protection.

Intent: This district is intended to protect and promote the continuation of Oconee County's natural resources.

Dimensional Requirements*

Residential Uses	Density & Lot Size			Minimum Yard Requirements			Max. Height
	Min. Lot Size	Max. Density	Min. Width (ft.)	Front Setback (ft.)	Side Setback (ft.)	Rear Setback (ft.)	Structure Height (ft.)
	10 acres	1 dwelling per 10 acres	600	35	20	50	65
Nonresidential Uses	Minimum Lot Size		Min. Width (ft.)	Minimum Yard Requirements			Max. Height
	Min. Lot Size			Front Setback (ft.)	Side Setback (ft.)	Rear Setback (ft.)	Structure Height (ft.)
	10 acres		600	35	20	50	65

*See Article 9 for general provisions and exceptions to Dimensional Requirements.

Section 38-10.6 Agriculture District (AD)

Title: Agriculture District

Definition: Those areas in which rural lifestyles have traditionally been and continue to be intertwined with agricultural activity and production which has a significant economic impact to the area and Oconee County.

Intent – Agricultural districts are intended for the protection of farm land in Oconee County while ensuring sufficient residential and commercial development opportunities exist to serve the needs of citizens living in those areas.

Dimensional Requirements*

Residential Uses	Density & Lot Size			Minimum Yard Requirements			Max. Height
	Min. Lot Size	Max. Density	Min. Width (ft.)	Front Setback (ft.)	Side Setback (ft.)	Rear Setback (ft.)	Structure Height (ft.)
	1 acre (43,560 sf)	1 dwelling per acre	100	35	10	20	
Nonresidential Uses	Minimum Lot Size		Minimum Yard Requirements			Max. Height	
	Min. Lot Size	Min. Width (ft.)	Front Setback (ft.)	Side Setback (ft.)	Rear Setback (ft.)	Structure Height (ft.)	
	1 acre (43,560 sf)	100	35	10	20		

*See Article 9 for general provisions and exceptions to Dimensional Requirements.

Section 38-10.7 Residential District (RD)

Title: Residential District

Definition: Those areas where the primary land use is single family residential.

Intent: This district is intended to provide for residential single family development in the county and for those related uses that are normally associated with residential communities. Those uses that may generate negative secondary effects impacting life shall be discouraged.

Dimensional Requirements*

Residential Uses	Density & Lot Size			Minimum Yard Requirements			Max. Height
	Min. Lot Size	Max. Density	Min. Width (ft.)	Front Setback (ft.)	Side Setback (ft.)	Rear Setback (ft.)	Structure Height (ft.)
	1/4 acre (10,890 sf) Utilities Available	4 dwellings per acre	80	25	5	10	65
	1/2 acre Utilities not available	2 dwellings per acre	80	25	5	10	65
Nonresidential Uses	Minimum Lot Size		Minimum Yard Requirements			Max. Height	
	Min. Lot Size	Min. Width (ft.)	Front Setback (ft.)	Side Setback (ft.)	Rear Setback (ft.)	Structure Height (ft.)	
	1/4 acre or 1/2 acre depending on availability of utilities	80	35	10	30	65	

*See Article 9 for general provisions and exceptions to Dimensional Requirements.

Section 38-10.8 Lake Residential District (LRD)

Title: Lake Residential District

Definition: Those areas around the Lakes where the primary land is single family residential with limited multi-family residential use.

Intent: This district is intended to provide for residential single family development around the Lakes and for those related uses that are normally associated with lake residential communities. Those uses that may generate negative secondary effects impacting the quality of life shall be discouraged.

Dimensional Requirements (*)

Residential Uses	Density & Lot Size			Minimum Yard Requirements			Max. Height
	Min. Lot Size	Max. Density	Min. Width (ft.)	Front Setback (ft.)	Side Setback (ft.)	Rear Setback (ft.)	Structure Height (ft.)
	1/4 acre (10,890 sf) Utilities Available	4 dwellings per acre	80	25	5	10	65
	1/2 acre Utilities not available	2 dwellings per acre	80	25	5	10	65
Nonresidential Uses	Minimum Lot Size		Minimum Yard Requirements			Max. Height	
	Min. Lot Size	Min. Width (ft.)	Front Setback (ft.)	Side Setback (ft.)	Rear Setback (ft.)	Structure Height (ft.)	
	1/4 acre or 1/2 acre depending on availability of utilities	80	35	10	30	65	

*See Article 9 for general provisions and exceptions to Dimensional Requirements.

Section 38-10.9 Community Commercial District (CCD)

Title: Community Commercial District

Definition: Those areas well suited to supporting low intensity commercial activity centered around providing service to the adjacent community.

Intent: This district is intended to protect rural areas, while allowing for the development of commercial and business establishments that are low intensity and provide basic goods and services to the surrounding community.

Dimensional Requirements*

Residential Uses	Density & Lot Size			Minimum Yard Requirements			Max. Height
	Min. Lot Size	Max. Density	Min. Width (ft.)	Front Setback (ft.)	Side Setback (ft.)	Rear Setback (ft.)	Structure Height (ft.)
	1 acre (43,560 sf)	1 dwelling per acre	100	25	5	10	
Nonresidential Uses	Minimum Lot Size		Min. Width (ft.)	Minimum Yard Requirements			Max. Height
	Min. Lot Size			Front Setback (ft.)	Side Setback (ft.)	Rear Setback (ft.)	Structure Height (ft.)
	1 acre (43,560 sf)		100	25	5	10	

*See Article 9 for general provisions and exceptions to Dimensional Requirements.

Section 38-10.10 Highway Commercial District (HCD)

Title: Highway Commercial District

Definition: Those areas well suited for higher intensity more regional scale commercial activity typically found adjacent to major highways and intersections.

Intent: This district is intended to provide commercial goods and services to a larger service area at a more regional scale. The uses are much more intense than what would be expected in a community commercial district.

Dimensional Requirements*

Residential Uses	Density & Lot Size			Minimum Yard Requirements			Max. Height
	Min. Lot Size	Max. Density	Min. Width (ft.)	Front Setback (ft.)	Side Setback (ft.)	Rear Setback (ft.)	Structure Height (ft.)
	1/6 acre (7,260 sf)	6 dwellings per acre	70	25	5	10	
Nonresident ial Uses	Minimum Lot Size		Minimum Yard Requirements			Max. Height	
	Min. Lot Size	Min. Width (ft.)	Front Setback (ft.)	Side Setback (ft.)	Rear Setback (ft.)	Structure Height (ft.)	
	¼ acre (10,890 sf)	70	30	5	10		

*See Article 9 for general provisions and exceptions to Dimensional Requirements.

Section 38-10.11 Industrial District (ID)

Title: Industrial District

Definition: Those areas suited for light and/or heavy industries.

Intent: The intent of this district is to provide for the industrial and commercial needs of Oconee County while protecting other uses from potential negative impacts associated with such activities.

Dimensional Requirements*

ID District	Minimum District Size		Minimum District Buffer			Max. Height
		10 Acres		50 feet		
Nonresident ial Uses (interior lots)	Minimum Lot Size		Minimum Yard Requirements			Max. Height
	Min. Lot Size	Min. Width (ft.)	Front Setback (ft.)	Side Setback (ft.)	Rear Setback (ft.)	Structure Height (ft.)
	1/2 acre (21,780 sf)	90	30	10	15	

*See Article 9 for general provisions and exceptions to Dimensional Requirements.

Section 38-10.12 Agricultural residential district (ARD)

Title: Agricultural residential district (ARD)

Definition: Those areas for which it is desirable to protect the residential nature of their agricultural community, but also allow for the continuation of certain uses compatible with country living.

Intent: The intent of this district is to protect existing residential areas in rural communities by limiting high-density development, and high impact agricultural, commercial and industrial uses not compatible with the character of the community. In general, many residents in these areas still participate in farming- related activities, but do so primarily on a part time basis, for either personal enjoyment or supplementing their primary income through gardening, keeping a small number of livestock or poultry, or other agricultural pursuits.

Dimensional Requirements*

Residential Uses	Density & Lot Size			Minimum Yard Requirements			Max. Height
	Min. Lot Size	Max. Density	Min. Width (ft.)	Front Setback (ft.)	Side Setback (ft.)	Rear Setback (ft.)	Structure Height (ft.)
	½ acre	1 dwelling unit per acre	80	35	5	10	65
Nonresidential Uses	Minimum Lot Size		Minimum Yard Requirements			Max. Height	
	Min. Lot Size	Min. Width (ft.)	Front Setback (ft.)	Side Setback (ft.)	Rear Setback (ft.)	Structure Height (ft.)	
	1 acre with availability of utilities	80	35	10	30	65	

*See Article 9 for general provisions and exceptions to Dimensional Requirement (Amended 8-17-2010)

Section 38-10.13 Public and/or Recreation Lands District (PRLD)

Title: Public and Recreation Lands District

Definition: Those areas set aside for the promotion, use, and protection of natural resources in the form of (but not limited to) parks, forests, and educational or research facilities; or federal, state, and county owned lands typically maintained for the benefit of the public.

Intent: This district is meant to provide for a continuation and identification of public lands and to allow for those uses typically associated with accomplishing the mission of the agency charged with the care and promotion of the land.

Dimensional Requirements

See Article 9 for general provisions and exceptions to Dimensional Requirements.

~~(Amended 8-17-2010)~~

Section 38-10.14 Mixed Use District (MUD)

Title: Mixed Use District

Definition: Those areas in which a mix of uses situated adjacent or nearby imposes no significant negative impacts, with the proximity of the activities associated with the development enhancing the surrounding properties.

Intent: This district is intended to provide for the development of mixed-use projects, as well as the continuation of, or expansion of, areas comprised of a blend of compatible uses.

Dimensional Requirements*

Residential Uses	Density & Lot Size			Minimum Yard Requirements			Max. Height
	Min. Lot Size	Max. Density	Min. Width (ft.)	Front Setback (ft.)	Side Setback (ft.)	Rear Setback (ft.)	Structure Height (ft.)
	½ acre	2 units per acre	100	25	5	10	65
Non-residential Uses	Minimum Lot Size		Min. Width (ft.)	Minimum Yard Requirements			Max. Height
	Min. Lot Size			Front Setback (ft.)	Side Setback (ft.)	Rear Setback (ft.)	Structure Height (ft.)
	½ acre		100	25	5	10	65

*See Article 9 for general provisions and exceptions to Dimensional Requirements.

Zoning Use Matrix

Uses	TRD	AG	ARD	CD	RRD	PRD	RD	LRD	CCD	HCD	ID	MUD
Zoning Use Matrix												
Agricultural production, crops, livestock, and poultry	P	P	X	P	P	X	x	X	X	X	X	X
Agricultural production, crops, livestock, and poultry (excluding commercial chicken houses, commercial hog paries, and commercial feed lots)	P	P	P	P	P	X	P	X	P	P	P	X
Agricultural support services-veterinarians, kennels, food/foods, supply stores, implements, etc	P	P	P	X	P	X	X	X	P	P	P	X
Air strips	S	S	X	X	S	X	X	X	X	S	S	X
Auction houses	P	P	S	X	P	X	X	X	C	C	X	C
Auditorium / Indoor Public Assembly	P	S	X	X	X	X	X	X	P	P	X	X
Bed and Breakfast Inns	P	C	P	S	P	X	S	S	C	P	X	X
Building and Trade Contractors, including materials and supply uses	P	P	S	X	X	X	X	X	P	P	P	P
Cemeteries and accessory uses	P	P	P	P	P	X	P	X	C	P	P	P
Civic, fraternal, professional, & political organizations	P	P	P	X	P	X	S	X	P	P	X	P
Commercial Fishing, Hunting & Trapping	P	P	S	S	S	S	X	X	X	X	X	X
Communications towers	S	S	S	S	S	S	X	X	S	S	S	S
Conservation subdivisions	C	C	C	S	C	X	C	C	X	C	X	C
Convenience stores (excluding motor vehicle services)	P	S	S	X	S	X	X	X	P	P	P	P
Correctional facilities and half-way houses	X	X	X	X	X	X	X	X	X	X	S	X
Day Care Facilities (all ages)	P	P	S	X	S	X	S	S	P	P	X	S
Distribution and other Warehouses	P	P	X	X	X	X	X	X	S	P	P	S
Educational buildings, and Research Facilities (all types)	S	S	X	S	S	P	S	X	P	P	P	S
Emergency services	P	P	P	X	P	X	P	P	P	P	P	P
Farm and roadside markets	P	P	P	P	P	P	X	X	P	P	X	X
Financial Services	P	S	X	X	X	X	X	X	P	P	X	P
Forestry / Silviculture	P	P	P	P	P	P	P	P	P	P	P	P
Fuel supply services	X	P	X	X	X	X	X	X	S	P	P	S
Funeral homes & services	X	X	X	X	X	X	X	X	P	P	X	P
Golf courses , country clubs, driving ranges	S	X	S	X	X	X	P	P	X	P	X	X

Uses	TRD	AG	ARD	CD	RRD	PRLD	RD	LRD	CCD	HCD	ID	MUD
Zoning Use Matrix, cont												
Government buildings (excluding correctional facilities)	P	S	X	S	P	P	P	X	P	P	P	P
Group Homes	S	S	S	X	S	S	S	X	X	X	X	S
Greenhouses, nurseries, and landscape commercial services	P	P	P	S	P	X	X	X	P	P	P	P
Gun and Archery clubs and shooting ranges	S	S	X	S	S	X	X	X	X	S	X	X
Health care services, service retail, and emergency short term shelters	P	P	S	X	P	X	X	X	P	P	X	P
Home occupations and businesses	C	C	C	C	C	X	C	C	C	C	X	C
Hotels, Motels, & Inns	S	S	X	X	X	X	X	X	P	P	X	X
Laundry Mats	P	P	P	X	X	X	X	X	P	P	X	P
Laundry & dry cleaning services	P	X	X	X	X	X	X	X	P	P	X	S
Light Manufacturing	P	S	X	X	X	X	X	X	S	P	P	S
Liquor stores and bars	X	X	X	X	X	X	X	X	S	S	X	S
Lumber & saw mills (permanent)	P	P	X	X	X	X	X	X	X	X	P	X
Lumber & saw mills (portable)	P	P	P	P	P	P	P	P	P	P	P	P
Manufactured Home Dealer	X	X	X	X	X	X	X	X	X	P	P	X
Heavy Manufacturing	X	X	X	X	X	X	X	X	X	S	P	X
Marinas	S	S	S	X	S	S	S	S	P	P	P	X
Mini storage or mini warehouses	X	X	X	X	X	X	X	X	P	P	P	X
Mining	S	S	X	X	X	X	X	X	X	X	X	X
Mixed Use Buildings and parcels	P	P	X	X	P	X	S	X	P	P	X	P
Motor vehicle parking & garages (as a principal business use)	X	X	X	X	X	X	X	X	P	P	P	X
Motor vehicle sales and rental	S	X	X	X	X	X	X	X	P	P	P	X
Motor vehicle services and repair	P	P	P	X	X	X	X	X	C	P	P	C
Motor vehicle services and gas stations (excluding truck stops)	P	P	X	X	P	X	X	X	P	P	P	P
Movie theater	P	X	X	X	X	X	X	X	S	P	X	X
Multi-family residential development (structures containing 5 or more residential units)	P	X	S	X	X	X	S	S	S	P	X	S
Multi-family residential development (structures containing no more than 4 residential units)	P	X	S	X	X	X	P	S	S	S	X	P
Museums, cultural centers, historical sites, sightseeing, & similar institutions	P	P	P	S	P	P	P	X	P	P	X	P
Office uses, general	P	X	X	X	X	X	S	X	P	P	X	P
Outdoor Retail	P	P	P	X	P	X	X	X	P	P	X	C

RECOMMENDED DRAFT BY PLANNING COMMISSION

Uses	TRD	AG	ARD	CD	RRD	PRLD	RD	LRD	CCD	HCD	ID	MUD
Zoning Use Matrix, cont.												
Places of worship	P	P	P	P	P	P	P	P	P	P	S	P
Public, Private, and Commercial parks and recreation, camping or social facilities	P	P	P	S	P	P	P	S	P	P	X	X
Public & private utilities	P	P	P	P	P	P	X	X	P	P	P	P
Railroad stations	P	X	X	X	X	X	X	X	P	P	P	X
Residential care facilities	S	X	X	X	S	X	S	X	P	P	X	S
Restaurants (up to 2,500 square feet)	C	P	S	X	C	X	X	X	P	P	S	P
Restaurants (greater than 2,500 square feet)	S	S	X	X	S	X	X	X	P	P	S	S
Retail uses (up to 5,000 square feet)	P	S	S	X	P	X	X	X	P	P	P	P
Retail uses (5,000-50,000 square feet)	S	X	X	X	S	X	X	X	X	P	P	S
Retail uses (greater than 50,000 square feet)	X	X	X	X	X	X	X	X	X	P	S	X
Roadside Stands	P	P	P	P	P	X	P	P	P	P	P	P
Salvage yard, Junkyard, & Recycling Operations	S	S	X	X	X	X	X	X	X	X	P	X
Single-family detached residential	P	P	P	P	P	X	P	P	P	P	X	P
Single-family subdivisions (10 units or less)	P	S	P	X	P	X	P	P	P	X	X	P
Single-family subdivisions (more than 10 units)	S	X	X	X	X	X	P	P	S	X	X	S
Solid waste landfill and Waste Management Services; (excluding hazardous waste)	S	S	X	X	X	X	X	X	X	X	S	X
Taxidermy, slaughter houses & wild game processing	P	P	S	S	P	X	X	X	S	S	X	X
Waste management services (excluding hazardous waste)	S	S	X	X	X	X	X	X	X	X	P	X

X-not permitted

P-permitted

C-conditional use- permitted if conditions are met

S- special exception- approved by Board of Zoning Appeals
of Zoning Appeals

Section 38-10.15 Planned Development District (PDD)

Title: Planned Development District

Definition: Those areas suitable for relatively intense mixed-use development that offers significant amounts of open space and designed amenities ~~designed~~ that enhance the surrounding scenic, natural, and cultural characteristics.

Intent: This district is intended to allow flexibility in development that will result in improved design, character, and quality of new mixed-use developments in order to preserve natural and scenic features of open spaces that might be negatively impacted by more restrictive zoning districts.

Definitions: For the purposes of this district, the following definitions shall apply.

- 1) Impervious Surface Ratio (ISR)- The ratio of impervious surface area to a development's total area (ISR= Area of Impervious Surface/Total Project Area).
- 2) Open Space- Portions of a project not occupied by private lots, amenities, public road right-of-ways, or other restricted or built-upon areas, that are generally accessible for passive recreational use by the development's residents, tenants, patrons and guests. Open space shall not include lawns, landscaping, and other areas considered accessory to a specific amenity or structure, but may include required buffer areas.

Uses:

Permitted Uses

A listing of uses permitted within a particular planned development district shall be contained in a plan adopted as part of the regulations applying to that district only. Uses may be of similar residential or commercial character, or may consist of a mix of residential, commercial, or other appropriate uses. Uses shall be restricted to those listed in the adopted plan.

Dimensional Requirements*

Project Area, Density & Open Space			Minimum Yard Requirements and Lot Size		Max. Height
Min. Project Area	Max. Density	Min. Open Space	Front, Side and Rear Setbacks	Min. Lot Size	Structure Height (ft.)
5 acres	Set in approved plan	15% of Site Project Area	Set in approved plan	Set in approved plan	65

*See Article 9 for general provisions and exceptions to Dimensional Requirements.

Additional Requirements:

- 1) With the exception of the draft ordinance of ~~amendment~~amendments necessary to amend ~~the~~these zoning regulations to approve the planned development, all draft plans, agreements, or other materials related to the establishment of a Planned Development District shall be the responsibility of the developer.
- 2) All such plans shall be stamped and signed by an appropriate design professional licensed by the State of South Carolina.
- 3) Proposed planned developments shall meet standards established for non-residential parking, buffering/screening, and lighting established in Appendix A of Chapter 38 (Zoning) of the Oconee County Code of ~~Ordinances~~ordinances, as amended.
- 4) All commercial signage in proposed planned developments shall be designed and located so as to avoid any negative impacts on neighboring uses both inside and outside the development. All road signage shall meet the standards established in the latest edition of the Manual of Uniform Traffic Control Devices.
- 5) All variations from adopted County regulations shall be specifically and clearly stated in the approved plan. Any regulation, standard or requirement not varied in an approved plan shall be strictly applied.
- 6) Proposed planned developments shall consist of a use mix of no less than 5% commercial, and 20% residential.
- 7) All historic and/or culturally significant structures and sensitive natural areas within the boundaries of the proposed planned development shall be identified on plans, and protected, preserved and maintained by methods endorsed by appropriate state and federal agencies. A maintenance plan for each such significant or sensitive feature shall be included as part of an approved planned development plan.
- 8) To the extent possible, all proposed planned developments shall be designed to provide for pedestrian and bicycle traffic, with 'bicycle lanes' included on roads designed to accommodate more than 400 Average Daily Trips (ADT's). An all-weather trail or sidewalk designed to safely accommodate both pedestrian and bicycle traffic may be approved in lieu of this requirement.
- 9) Stormwater control measures shall be designed and maintained so as to adequately ensure post-construction runoff generated from planned development meets minimum requirements as defined by state regulations. Low Impact Development (LID) measures utilizing controls such as natural infiltration and vegetative conveyance systems, as well as storm water wetlands, bioretention areas, and vegetative filter strips are encouraged to be utilized to the extent possible.

Article 11. Overlay Districts

The following overlay districts are hereby created to guide development within areas of Oconee County deemed to be of extraordinary value to its citizens. The standards applicable within the boundaries of the various overlays are intended to encourage and maintain positive attributes, while limiting the negative effects associated with unmanaged growth.

Section 38-11.1 Lake Overlay District

- 1) **Title:** Lake Overlay District
- 2) **Definition:** The Lake Overlay is not intended to be a separate zoning district, but shall be assigned to the shoreline areas of Oconee County lakes that are considered by County Council to be vital to the economic prosperity and general well-being of all county citizens.
- 3) **Intent:** This overlay is intended to protect water quality, maintain natural beauty, and limit secondary impacts of new development that may negatively affect the lifestyles of those living near the lakeshore and the general enjoyment of the lakes by all citizens.
- 4) **Boundary:** The boundaries of the Lake Overlay District are shown on the Official Oconee County Zoning Map, and are divided into the following sub-districts:
 - a) Keowee/Jocassee Overlay (Lakes Keowee and Jocassee) - The following standards shall apply within seven hundred and fifty (750') feet of the full pond contour of Lake Keowee and Lake Jocassee, to be measured along a perpendicular line from the full-pond contour.
 - i) Standards
 - (1) No single-family or multi-family development shall have a net density greater than 2 dwelling units per acre within the boundary of the overlay.
 - (2) No structure constructed in the overlay shall have a building height greater than 65 feet above finished grade. In no circumstance shall the grade elevation be altered beyond that necessary to provide for structural soundness. For the purposes of this section, unless otherwise stated, all dimensions, heights, elevations and other specifications related to structures shall be measured in accordance with adopted building codes.
 - (3) Marinas and commercial boat storage shall comply with ~~the~~ Duke Energy's regulations and shall not be located within a mile radius of an existing platted and properly recorded subdivision.
 - (4) All non-residential projects that have a proposed developed area fully or partially located within the boundaries of the Lake Keowee/Jocassee Overlay shall be subject to a Special Exception hearing by the Board of Zoning Appeals. The Board of Zoning Appeals shall use Appendix A as a

guide and for good cause shown they may waive the strict application of any standard ~~therein~~ herein.

- (5) Natural Vegetative Buffer
 - (a) A natural vegetative buffer shall be established on all waterfront parcels. This regulation shall exempt projects that are located on parcels lying no closer than 25 feet ~~from~~ to a lake shoreline or ~~are~~ located on parcels that are not traversed, either in full or in part, by a perennial stream, designed wetland, or other watercourse within the boundary of the overlay. The buffer shall begin at the lake's full pond level.
 - (b) The buffer shall extend to a depth of twenty-five (25) feet measured along a perpendicular line from the full-pond contour or any permanent shoreline stabilization, such as rip-rap, retaining walls, and the like; or a perennial stream. Right-of-way maintenance activities by all utilities shall be exempt.
 - (c) All existing structures and landscaping at the time of adoption of this ~~ordinance~~ Chapter shall be considered as permitted and shall not be considered impediments to the buffer. Any new structures or any other new objects that are impediments to the establishment of the required buffer shall be placed outside the 25 natural buffer areas unless the total square footage, not to exceed 20% of the required buffer area, is added to the buffer at another location on the same parcel, resulting in a buffer area equal to the required buffer area.
 - (d) In order to ensure that the natural buffer is maintained during the development of property a properly installed and maintained silt fence shall be installed 25 feet from the full pond elevation, until the completion of construction. No construction or disturbance shall occur below the silt fence unless it is deemed necessary by a certified arborist to remove diseased trees. Dead trees may be removed with the approval of the zoning administrator. No trees larger than six-inch caliper at four feet from the ground shall be removed unless certified to be a hazard by a registered forester or arborist. Trees may be limbed up to 50 percent of their height. A removal plan shall be submitted for approval.
 - (e) No development activity or soil disturbance shall occur in the buffer area, unless permitted by the zoning administrator.
 - (f) Shoreline stabilization shall be permitted provided any soil disturbance or other stabilization activities are supervised and approved by the appropriate licensed design professional and submitted to the zoning administrator.
 - (g) A map indicating those parcels to which the standards of this section apply, as well as the status of the establishment of the required buffer, shall be created and maintained as a layer in the county's Geographic Information System (GIS), and shall be available to the public.
 - (h) Any reestablished buffer shall meet all standards, including:

- (i) The following mixture of plants for every twenty-five hundred (2500) square feet of natural vegetative buffer shall be required when existing:
 - 1. 3- large maturing shade trees, equally spaced, 4 inch or greater ~~caliber~~caliper at 4 feet
 - 2. 3-understory trees, equally spaced, 2 inch or greater ~~caliber~~caliper at 4 feet
 - 3. 6-small evergreen trees
 - 4. 20- shrubs; or
- (ii) A diverse mix of native plants and unmanaged (uncut below 12 inches and untreated) native grasses where available and suited to the site.
- (i) Impervious surface no greater than 20 percent of the allowed view lane area is permitted. All impervious surfaces shall be considered part of the view lane. Other structures must be temporary.
- (j) No new manicured lawns or other managed grasses shall be established within ~~that~~the buffer area. Additionally, no clear cutting or mowing, cultivation activities, fertilization, use of herbicides, fungicides, or pesticides shall occur within the buffer area.
- (k) In the event that a property owner is unable to establish the said buffer they may request a variance, to be considered at a hearing before the Board of Zoning Appeals of Zoning Appeals, stating the reasons why a buffer cannot be established. The Board of Zoning Appeals of Zoning Appeals may, in its sole discretion, grant or not grant such variance, for good cause shown.

Section 38-11.2 I-85 Overlay District

Title: I-85 Overlay District

Definition: The I-85 Overlay District is not intended to be a separate zoning district, but shall be assigned to those areas County Council has determined to be essential to the future economic prosperity and general well being of all Oconee citizens.

Intent: The Overlay is intended to promote development that reflects the best building and site design practices in a manner that will maintain the greatest marketability of the area over time, while limiting any negative effects that may impact the existing lifestyle of the area's citizens.

Boundary: The boundaries of the I-85 Overlay District shall be shown on the Official Oconee County Zoning Map:

The I-85 Overlay District shall be divided into the following sub-districts:

- a) Carolina Gateway (Interstate 85)
- b) Fair Play Village
- c) Cleveland Creek

Standards:

- 1) No new residential subdivision development consisting of more than ten (10) residential housing units proposed for any sub-district of the I-85 Overlay
- 2) District shall have a gross density not greater than one (1) dwelling unit per acre, unless otherwise specified.
- 3) The regulations contained within Appendix A of this [Ordinance Chapter](#) shall apply in their entirety to all non-residential uses within the Carolina Gateway (Interstate 85), overlay, excluding agriculture uses.
- 4) Sexually Oriented Businesses, as defined by the Unified Performance Standards [Ordinance Chapter of the Oconee County Code of Ordinances](#), shall not be located in the I-85 Overlay District.
- 5) All new residential and non-residential buildings, accessory buildings, and other permanent structures proposed to be located within the boundaries of the Fair Play Village Sub-district shall be subject to the following standards:
 - a) Maximum Density: Two (2) Dwelling Units per acre
 - b) Minimum Lot Width on Road Frontage: One Hundred (100) feet
 - c) Minimum Yard Setbacks:

Front – Twenty Five (25) Feet Side – Five (5) Feet Rear – Ten (10) Feet

Article 12. Terms and Definitions

Section 38-12.1 Rules of Construction and Interpretation of Terms –

The following rules shall govern the interpretation of words and phrases used in this chapter:

- 1) Customary meanings of words. The words and phrases used in this chapter shall have their customary meanings except for specific words and phrases.
- 2) Tense. The present tense includes the future tense.
- 3) Number. The singular number includes the plural number, and the plural number includes the singular number.
- 4) Person. The word "person" includes a firm, association, partnership, trust, company, corporation or any other entity usually defined in legal usage as a person.
- 5) Shall and may. The word "shall" is mandatory; the word "may" is permissive.
- 6) Used and occupied. The word "used" or "occupied" include the words "intended, designed or arranged to be used or occupied."
- 7) Building. The word 'building' includes all structures of every kind, except fences and walls regardless of similarity to buildings.
- 8) Used for. The term 'used for' shall include the phrases: arranged for, designed for, intended for, and occupied for.
- 9) Lot. The word "lot" shall include the words: piece, tract, and plot.
- 10) 'Contiguous' as applied to lots. The word "contiguous" shall be interpreted as meaning: sharing a common lot boundary at any point, and not separated by an intervening public street or alley.
- 11) 'Contiguous' as applied to planning districts or zoning classifications. The word "contiguous" shall be interpreted as meaning: sharing a common boundary at any point, disregarding any intervening public street or alley.
- 12) 'On the premises of.' The phrase "on the premises of" as applied to accessory uses or structures shall be interpreted to mean: on the same lot or on a contiguous lot in the same ownership.

Section 38-12.2 Definitions –

Except where specifically defined herein, all words used in this ~~Ordinance~~Chapter shall carry their customary meanings. Words used in the present tense include the future tense; the singular number includes the plural. The word shall is mandatory, not directory.

Abandoned Sign: a sign which is not being maintained as required by SC Code of Laws, 1976, as amended 57-25-110, or which is overgrown by trees or other vegetation not on the road right-of-way, or which has an obsolete advertising message or no advertising message for a period of six months. Any public service signage shall not be considered abandoned under this definition.

Abutting: having property or district lines in common; i.e.; two lots are abutting if they have property lines in common. Lots are also considered to be abutting if they are directly opposite each other and separated by a street, alley, railroad right-of-way, or stream.

Access: a way of approaching or entering a property. Access also includes ingress, the right to enter and egress, and the right to leave.

Accessory Building or Use: a building or use, not including signs, which is:

- 1) Conducted or located on the same parcel as the principal building or use, except as may be specifically provided elsewhere in the ~~ordinance~~ [Chapter](#);
- 2) Clearly incidental to, subordinate in area and purpose to, and serves the principal use; and
- 3) Either in the same ownership as the principal use or is clearly operated or maintained solely for the comfort, convenience, necessity, or benefit of the occupants, employees, customers, or visitors of or to the principal use.

Addition (to an existing building): means an extension or increase in the floor area or height of a building or structure. Additions to existing buildings shall comply with the requirements for new construction, unless the addition, renovation or reconstruction to any building, that was constructed prior to the initial Flood Insurance Study for that area, and the addition, renovation or reconstruction does not equal 50% of the present market value of the structure. Where a fire wall is provided between the addition and the existing building, the addition(s) shall be considered a separate building and must comply with the standards for new construction.

Adult Entertainment Establishment(Sexually Oriented Business): includes clubs and eating and drinking establishments with nude or seminude entertainment or dancing; physical culture establishments, such as but not limited to, establishments that include adult bookstores, adult motion picture theaters, adult motels and hotels, and other similar establishments which depict or emphasize sexual activities and/or nudity.

Affected land (relating to mining): the surface area of land that is mined, the surface area of land associated with a mining activity so that soil is exposed to accelerated erosion, the surface area of land on which overburden and waste is deposited, and the surface area of land used for processing or treatment plant, stockpiles, nonpublic roads, and settling ponds.

Agriculture: the practice of farming by means of cultivating the soil, producing crops, and raising livestock; such as but not limited to dairying, pasturage, viticulture, horticulture, hydroponics, floriculture, aquaculture, truck farming, orchards, forestry, and animal and poultry husbandry.

Airport: any area of land or water which is used or intended for use for the landing and taking off of aircraft, and any appurtenant areas which are used or intended for use for airport buildings or other airport facilities or rights-of-way, including all necessary

taxiways, aircraft storage and tie-down areas, hangars, and other necessary buildings and open spaces.

Alley: a public or private right-of-way or easement primarily designed to serve as secondary access to the side or rear of those properties whose principal frontage is on a street, and ~~is~~ not intended for general traffic.

Alter: to make any structural changes in the supporting or load-bearing members of a building, such as load-bearing walls, columns, beams, girders, or floor joists.

Apartment: a room or suite of rooms intended for use as a residence by a single household or family. Such a dwelling unit may be located in a multi-family structure, duplex, or as an accessory use in a single family home or a commercial building.

Apartment House: (See Multi-family housing)

Area of special flood hazard: is the land in the floodplain within a community subject to a one percent or greater chance of being flooded in any given year.

Awning, Canopy, Marquee: a roof-like cover that is temporary or portable in nature and that project from the wall of a building for the purpose of shielding a doorway or window from the elements. Canopies and marquees are rigid, structures of a more permanent nature attached to a building or supported by columns extending to the ground.

Bed and Breakfast: sleeping accommodations for travelers where meals may be included or available. There is no restaurant, but a dining room may be used by overnight guests only. The owner must be a resident.

Billboard: large format outdoor advertising displays or signs intended for viewing from extended distances. Billboards include but are not limited to 30-sheet posters, 8-sheet posters, vinyl-wrapped posters, bulletins, wall murals, and stadium / arena signage as defined by the Outdoor Advertising Association of America. Typically the sign area of a billboard ranges anywhere from 50 square feet to 672 square feet.

Board of Zoning Appeals: a local body, created by ordinance pursuant to the authority of Chapter 28 of Title 6 of the South Carolina Code of Laws, 1976, as amended, whose responsibility is to hear appeals from decisions of the Zoning Administrator and to consider requests for variances from the terms of the Zoning ~~Ordinance~~ Chapter.

Boarding House: a building other than a hotel, inn, or motel, where, for compensation, meals are served and lodging is provided.

Buffer: a portion of property designated to mitigate impacts between land uses or transportation routes, or to protect water features from pollutants.

Buffer, Undisturbed Natural Vegetative: an area consisting of an undisturbed, maintenance free, self-perpetuating stand of vegetation comprised of plants, trees, and vegetation that normally survive in Oconee County without the need of fertilizers, herbicides, or pesticides.

Buildable Area (Building Envelope): the space remaining on a parcel after the minimum open space requirements (yards, setbacks) have been met.

Building: any roofed structure constructed or used for residence, business, industry, or other public or private purposes, or accessory thereto.

Building, Accessory: see Accessory Building or Use.

Building Footprint: the portion of a lot's area that is enclosed by the foundation of buildings, plus any cantilevered upper floor.

Building Height: the vertical distance measured from the average elevation of the finished grade at the front of the building to the highest point of the building. Spires, cupolas, chimneys, antennae attached to a building, and/or projections from buildings, radios, TV, communications, telecommunication, and water towers are not to be included in the calculations of building height.

Building Lot Coverage: the amount of net lot area or land surface area, expressed in terms of a percentage that is covered by all principal buildings.

Building, Principal (Main): a building in which is conducted the principal use of the parcel on which it is situated.

Building Setbacks: the minimum distance from the property line to closest projection of the exterior face of buildings, walls, or other form of construction (i.e. decks, landings, terraces, porches, and patios on grade).

Building Setback Line: the line on the front, rear, and sides of a lot, set according to the district regulations, which delineates the areas upon which a structure may be built or maintained. At the time of application, all yard setbacks are determined from the most recent Oconee County Tax Map.

Front yard setback - shall be measured from the roadway right-of-way as shown on tax maps.

Side and Rear yard setbacks - shall be measured from the property lines as shown on tax maps.

Corner lot setbacks - shall be measured from the roadway right-of-ways it is adjacent to **as**

On a flag lot the "building setback line" runs parallel to the street and is measured from the point in the main portion of the lot (i.e. the "flag" part of the lot, not the "pole" part), which is closest to the street. (The minimum lot width must be met

in this area, as well. Therefore, if the point closest to the street is a corner rather than a line, the setback will have to extend as far as necessary to meet the required minimum lot width!)

Built-Up Area: built-upon areas shall include that portion of a development project that is covered by impervious or partially impervious surfaces, including buildings, pavement, gravel roads, recreation facilities (e.g. tennis courts), etc.

Campground: land upon which, for compensation, shelters (such as tents, travel trailers, and recreational vehicles) are erected or located for occupation by transients and/or vacationers. They may include such permanent structures and facilities as are normally associated with the operation of a campground.

Centerline: a line along the center of a road, highway, river, creek, or property that equal divides the object into two equal parts; a line running through the middle.

Centroid: The geometric center of a polygon. In spatial information systems (GIS), the centroid is a point in a polygon to which attribute information about that specific area is linked. It is the “center of gravity” or mathematically exact center of an irregularly shaped polygon. The centroid is the center.

Certificate of Occupancy: official certification that a premise conforms to provisions of the Zoning Ordinance Chapter (and State Building Code) and may be used or occupied. Such a certificate is granted for new construction or for alterations or additions to existing structures or a change in use. Unless such a certificate is issued, a structure cannot be occupied, but a certificate may be issued for a portion of a structure ready for occupancy, such as separate dwelling or commercial units in a structure with multiple units.

Civic, fraternal, professional, & political organizations: A nonprofit association of persons, who are bona fide members paying dues, which owns, hires, or leases a building, or portion thereof, the use of such premises being restricted to members and their guests. The affairs and management of such “private club or lodge” are conducted by a Board of Directors, executive committee, or similar body chosen by the members. It shall be permissible to serve food and meals on such premises, providing adequate dining room space and kitchen facilities are available. The sale of alcoholic beverages to members and their guests shall be allowed, provided it is secondary and incidental to the promotion of some other common objective of the organization, and further provided that such sale of alcoholic beverages is in compliance with the applicable federal, state, and local laws.

Common open space or green space: a parcel or parcels of land, or an area of water, or a combination of both land and water, within the site designated for development and designed and intended for the use and enjoyment of residents of the development or for the general public, not including streets or off-street parking areas. Common Open Space shall be substantially free of structures, but may contain such improvements as are in the plan as finally approved and are appropriate for the benefit of residents of the development.

Conditional Use(s) - provisions that impose conditions, restrictions, or limitations on a permitted use that are in addition to the restrictions applicable to all land in the zoning district which have been set forth in the text of the zoning ordinance Chapter.

Condominium: an attached multi-family dwelling unit in which the ownership of the occupancy rights to the dwelling unit is individually owned or for sale to an individual, and such ownership is not inclusive of any land.

Contractor: one who accomplishes work or provides facilities under contract to another. The major portion of a contractor's work normally occurs outside and away from his business location. As used in this Ordinance Chapter, the term "contractor" does not include general assembly, fabrication, or manufacture at his business location.

Convenience Store: a commercial building where a variety of items are sold, which may include food, magazines, automobile accessories and maintenance supplies, and other such items. In addition to the commercial building, other services on the premises may include gasoline sales, and a coin operated (automated) car wash.

Conversion: changing the original purpose of the building to the different use.

County Council: the governing body of Oconee County.

Covenant: a private legal restriction on the use of land, which is contained in the deed to the property or otherwise formally recorded. There may be certain legal requirements for formal establishment of a covenant such as a written document, a mutual interest in the property, that the covenant be concerned with the use of the land rather than individual characteristics of ownership, etc.

Current Land Use Map– a non-regulatory map that graphically represents the existing land use, by parcel, throughout the county.

Day Care Facility (Adults and Children): a commercial facility, which provides for the care of children or adults. Those receiving care are not all related to each other by blood or marriage and are not legal wards or foster children of the attendant adults, and for which care a payment, fee, or grant is made. All State registration requirements and inspections shall be met.

Dedication: the transfer of property from private to public ownership with no or without compensation involved.

Density: the average number of families, persons, housing units, or buildings per unit of land.

Density, gross: the total number of dwelling units proposed on a property per acre.

$$\text{Gross Density} = \frac{\text{Proposed number of dwelling units}}{\text{The total acreage}}$$

Density, net: the total number of dwelling units proposed on a property per acre after the area of the infrastructure is taken into account.

$$\text{Net Density} = \frac{\text{Proposed number of dwelling units}}{(\text{The total acreage} - \text{roads and right-of-ways})}$$

District, Zoning: a specifically delineated area in a Planning District, shown on the Official Zoning Map, within which uniform regulations and requirements govern the use, placement, spacing, and size of land and buildings.

Dripline: a collective name for all vertical lines from the earth to the outermost tips of the crown of a tree. These lines will completely encircle the tree and thereby define its outermost reaches.

Driveway: a private roadway located on a parcel or lot used for vehicle access.

Dwelling: a building or portion thereof designed, arranged, or used for permanent living quarters. The term "dwelling" shall not be deemed to include a travel trailer, motel, hotel, tourist home, or other structures designed for transient residence.

Dwelling, Single Family: a building containing one dwelling that is entirely surrounded by open space on the same lot, but may include separate units as accessory uses to be occupied only by employees or relatives of the household.

Easement: a right given by the owner of land to another party for specific limited use of that land. For example, a property owner may give an easement on his property to allow utility facilities like power lines or pipelines, to allow light to reach a neighbor's windows, or to allow access to another property. No land is dedicated to the party receiving ~~an~~ an easement, only permission to use the land for a specific purpose.

Elevated building: means, for floodplain management purposes, a non-basement building which has its lowest elevated floor raised above ground level by foundation walls, shear walls, posts, piers, pilings or columns.

Erect: build, construct, erect, rebuild, reconstruct, or re-erect any building or other structure.

Facade: the exterior walls of a building exposed to public view or that wall viewed by persons not within the building.

Farm and Roadside Market: a market or stand operated on a seasonal or year-round basis that allows for agricultural producers to retail their products and agricultural related items directly to consumers and enhance income through value-added products, services, and activities.

Floor Area (for determining off-street parking and loading requirements): the gross total horizontal area of all floors below the roof, including usable basements, cellars, and accessory storage areas such as counters, racks, or closets, but excluding, in the case of nonresidential facilities, arcades, porticos, and similar areas open to the outside air which are accessible to the general public and which are not designed or used as areas for sales, display, storage, service, or production. However, “floor area”, for the purpose of measurement for off-street parking spaces shall not include: floor area devoted to primarily storage purposes (except as otherwise noted above); floor area devoted to off-street parking or loading facilities, including aisles, ramps, and maneuvering space; or basement floor other than area devoted to retailing activities, to the production or processing of goods, or business or professional offices.

Flood or flooding: a general and temporary condition of partial or complete inundation of normally dry land areas from:

- 1) The overflow of inland or tidal waters; and,
- 2) The unusual and rapid accumulation of runoff of surface waters from any source.

Floodway: the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.

Floor: the top surface of an enclosed area in a building (including basement), i.e., top of slab in concrete slab construction or top of wood flooring in wood frame construction. The term does not include the floor of a garage used solely for parking vehicles.

Floor Area, Gross: the total floor area enclosed within a building.

Foot-candle: a unit of illumination produced on a surface, all points of which are one (1) foot from a uniform point source of one (1) candle.

Frontage: all of the real property abutting a street line measured along the street right-of-way.

Future Land Use Map (FLUM): a non-regulatory map that graphically represents what the citizens would like to see the county look like in the future; bringing together the goals expressed in all of the elements of the Comprehensive Plan.

Garage, Private: a building or space used as an accessory to, or a part of, the main building permitted in any district, providing for the storage of motor vehicles, and in which no business, occupation, or service for profit is in any way conducted, except in an approved home occupation.

Glare: the effect of brightness in the field of view that causes annoyance or discomfort or interferes with seeing. It may be direct glare from a light source or reflected glare from a glossy surface.

Grade: the percent of rise or descent of a sloping surface; the average elevation of a specified area of land.

Greenhouses, nursery, and landscape commercial services: a place where various plants and trees are grown for sale, transplanting, or experimentation.

Groundcover: any natural vegetative growth or other material that renders the soil surface stable against accelerated erosion.

Group Home: a public, private, or not-for profit facility which may provide licensed or unlicensed counseling services, schooling, and care, and which houses ten or more persons not related by blood or adoption in a residential or dormitory environment for a period of 30 days or more per year. Residential treatment centers (RTC's) are included in this definition.

Exempted Residential Facility: residential summer camps, day facilities, and religious retreat facilities, any of which do not provide for long-term stays of 30 days or more. Hospitals, nursing homes, and accredited college/ accredited university housing are exempted from this definition.

Home Occupation: any occupation or profession carried on entirely within a dwelling or accessory building on the same parcel by one or more occupants thereof, providing the following:

- 1) That such use is clearly incidental and secondary to the use of the dwelling for dwelling purposes; this shall be construed to include in-home duly licensed daycare;
- 2) That no more than twenty-five percent (25%) of the total floor area of the dwelling is used for such purposes;
- 3) That there is no outside or window display;
- 4) That no mechanical or electrical equipment is installed or used other than is normally used for domestic, , or hobby purposes,; and,
- 5) That not more than one person not a resident of the dwelling is employed in connection with the home occupation.

Hotel: a building or other structure kept, maintained, advertised as, or held out to the public to be a place where sleeping accommodations are supplied for pay to transient or permanent guests or tenants. Rooms are furnished for the accommodation of such guests,

and the hotel may or may not have one or more dining rooms, restaurants, or cafes where meals are served. Such sleeping accommodations and dining rooms, restaurants, or cafes, if existing, are located in the same building. Entry to sleeping rooms shall be from the interior of the building.

Impervious Surface: four (4) sq. ft. or more of continuous surface area of any material that prevents absorption of stormwater into the ground.

Intensity of Use: a measure of the extent to which a land parcel is developed.

Landfill, solid waste: a sanitary landfill facility for stumps, limbs, leaves, concrete, brick, wood, uncontaminated earth and other solid wastes resulting from construction, demolition or land clearing.

Landfill, waste management services: a facility where waste material and refuse is placed temporarily ~~to be shipped~~ for shipping to the appropriate facility.

Landscape Architect: a professional landscape architect registered by the State of South Carolina.

Landscaped Area: a portion of the site or property containing vegetation to exist after construction is completed. Landscaped areas can include, but are not limited to, natural areas, buffers, lawns, and plantings.

Large-maturing Tree: an evergreen or deciduous tree having a mature height of over thirty-five (35) feet. Examples include but are not limited to: sycamore, oak, deodar cedar, red maple, elm, red cedar.

Large-maturing Shade Tree: an evergreen or deciduous tree having a mature height of over thirty-five (35) feet with a substantial canopy that provides shade and overhead cover. Examples include but are not limited to: sycamore, oak, red maple, elm.

Loading Area or Space, Off-Street: an area logically and conveniently located for bulk pickups and deliveries, scaled to delivery vehicles expected to be used, and accessible to such vehicles. Required off-street loading space is not to be included as off-street parking space in computing required off-street parking space.

Lot: a parcel of land in undivided ownership occupied, or intended for occupancy, by a main building or group of main buildings together with any accessory buildings, including such yards, open spaces, width, and area as are required by this ~~Ordinance~~ Chapter, either shown on a plat of record or described by metes and bounds and recorded with the Register of Deeds. For the purpose of this ~~Ordinance~~ Chapter, the word "lot" shall be taken to mean any number of contiguous lots or portions thereof, upon which one or more main structures for a single use are erected or are to be erected.

Lot, Corner: a lot abutting the intersection of two (2) or more streets or a lot abutting on a curved street or streets shall be considered a corner lot if straight lines drawn from the foremost points of the side lot lines to the foremost point of the lot at the apex meet at any angle of less than one hundred thirty-five (135) degrees. In such a case the apex of the curve forming the corner lot shall be considered as the intersection of street lines for the purpose of this ~~Ordinance~~[Chapter](#), such as in corner visibility requirements.

Lot, Depth: the depth of a lot is the average distance between the front and back lot lines measured at right angles to its frontage and from corner to corner.

Lot, Interior: a lot other than a corner lot.

Lot Lines: the lines bounding a lot. Where a lot of record includes a right-of-way, the lot lines are presumed not to extend into the right-of-way.

Lot, Through: an interior lot having frontage on two streets.

Lot, Width: the straight line distance between the points where the building setback line intersects the two side lot lines.

Lot of Record: a lot which is a part of a subdivision, a plat of which has been recorded in the office of the Oconee County Register of Deeds, or a lot described by metes and bounds, the description of which has been recorded in the office of the [Oconee County](#) Register of Deeds by the owner or predecessor in title thereto.

Marina: any commercial business on a public access body of water where commercially rented, leased, or for sale boat slips for overnight, on water or docked storage of boats; or access for trailered boats to be cast into the water. Other activities such as restaurants and mini-storage for boating purposes may be permitted on premises. Common docks for subdivision development is excluded.

Mining:

- 1) The breaking of the surface soil in order to facilitate or accomplish the extraction or removal of minerals, ores or other solid matter.
- 2) Any activity or process constituting all or part of a process for the extraction or removal of minerals, ores, soils, and other solid matter from their original location.
- 3) The preparation, washing, cleaning, or other treatment of minerals, ores, or other solid matter so as to make them suitable for commercial, industrial or construction use.

Mining does not include:

- 1) Those aspects of deep mining not having significant effect on the surface, where the affected land does not exceed one acre in area.

- 2) Excavation or grading when conducted solely in aid of on-site farming or of on-site construction for purposes other than mining, such as constructing a residence, garage, commercial or industrial building.
- 3) Mining operations where the affected land does not exceed one (1) acre in area.
- 4) Plants engaged in processing minerals produced elsewhere and whose refuse does not affect more than one (1) acre of land.
- 5) Removal of overburden and mining of limited amounts of any ores or mineral solids when done only for the purpose and to the extent necessary to determine the location, quantity, or quality of any natural deposit, provided that no ores or mineral solids removed during exploratory excavation or mining are sold, processed for sale, or consumed in the regular operation of a business, and provided further that the affected land resulting from any exploratory excavation does not exceed one (1) acre in area.

Ministorage or mini warehouses: a building, or group of buildings, in a controlled access and/or fenced compound that contains varying sizes of individual, compartmentalized and controlled access stalls or lockers for the storage of a customer's goods or wares. No sales, service, or business activities shall occur out of the rented units.

Mixed Use Building or Parcel: any building comprised of a mixture of light commercial and residential uses; the commercial area shall be at least 25% of the building with the residential area, comprising no less than 35% of the building area. Parcels with existing or permitted residential structures may also include independent structures of light commercial usage limited to the permitted uses in the said district. Also, within any district, in addition to the permitted uses, multi-family residential (not to exceed 4 units), retail up to 2,500 square feet, restaurants up to 2,500 square feet, and office uses up to 2,500 square feet are also considered permitted use for mixed use buildings or parcels.

Motel: a building or other structure kept, maintained, advertised as, or held out to the public to be, a place where sleeping accommodations are supplied for pay to transient or permanent guests or tenants and where rooms are furnished for the accommodation of such guests. Entry to sleeping rooms may be from the interior or exterior of the building. Food may be served in dining rooms, restaurants, or cafes, which may be located in the same building as the sleeping rooms or may be in one or more separate buildings.

Motor vehicle services and gas stations (excluding truck stops): any building or land use for the dispensing, sale, or offering for sale at retail any automobile fuels along with accessories and services such as lubricants or tires, car washing, except that mechanical and electrical repairs, and tire repairs shall only be performed incidental to the conduct of the service station and are performed indoors. There shall be no fuel pumps within fifteen (15) feet of any property line or street right-of-way and incidental activities shall not include tire re-treading, major body work, major mechanical work, or upholstery work.

Motor vehicle services and repair: any buildings or land used for the servicing or repairing of vehicles excluding fuel sales, but including the sale and/or the installation of

lubricants or tires, car washing, mechanical and electrical repairs, tire repairs, and body work.

Multi-family residential: a building or buildings designed to be occupied by two or more households living independently of each other, with the number of households in residence not exceeding the number of dwelling units provided.

Nonconforming Lot: a lot of record at the time of ~~this Ordinance~~adoption or amendment, respectively, of this Chapter which does not meet the minimum requirements for area and/or width applicable in the district in which such lot is located.

Nonconforming Structure: a structure which existed lawfully on the date this Zoning ~~Ordinance~~Chapter became effective or the effective date of any amendments and does not conform to the permitted uses for the zoning district in which it is situated. Nonconforming uses are incompatible with permitted uses in the districts involved. Such nonconformities are permitted to continue until they are removed or vacated, as specified in this Chapter.

Nonconforming Use: a use that lawfully occupied a building or land at the time this ~~Ordinance~~Chapter, or any amendment thereto, became effective, which has been lawfully continued and which does not now conform to the use regulations.

Ordinance: ~~this,~~ the Zoning Enabling Ordinance, including any amendmentsOconee County Ordinance 2007-18, creating this chapter, and any ordinance amendatory thereof. Whenever the effective date of the ~~Ordinance~~Chapter is referred to, the reference includes the effective date of any ~~amendment to it~~amendatory ordinance.

Overlay District: a district, which applies additional supplementary or replacement regulations to land that is already classified in an existing zoning district.

Parking Bay: the parking module consisting of one or two rows of parking spaces and the aisle from which motor vehicles enter and leave the spaces.

Parking Lot or Area: an area or plot of land used for, or designated for, the parking or storage of motor vehicles, either as a principal use or as an accessory use.

Parking Space: a storage space of not less than one hundred sixty (160) square feet for one automobile, plus the necessary access space.

Parking Space, Off-Street: a parking space located outside of a dedicated street right-of-way.

Permitted Uses : those uses explicitly stated as permitted in the definition of a particular zoning district or any use that clearly meets the definition and intent of the zoning district in question ~~and to include,~~ including accessory buildings and uses.

Planning District Advisory Committee: a committee appointed by County Council from within a Planning Area considering zoning. This committee will, among other activities, create a proposed zoning map to be considered as an amendment to the existing [county zoning ordinance](#), [map](#) and [this chapter](#).

Planning District: various planning areas modeled on the approximate Oconee County Fire Districts; although the Planning Areas are based upon the Fire District boundaries, no link between the two exists, and either may be amended without impacting the boundaries of the other.

Person: an individual, firm, partnership, corporation, company, association, joint stock association or government entity; includes a trustee, a receiver, an assignee, or a similar representative of any of them.

Pervious Pavement: paving material that permits full or partial absorption of stormwater into the ground.

Planned Development District (PDD): a form of development usually characterized by a unified site design for a number of housing units, clustering buildings, providing common open space, density increases, and a mix of building types and land uses. It permits the planning of a project and the calculation of densities over the entire development, rather than on an individual lot-by-lot basis.

Planning Commission: the public agency in a specific jurisdiction usually empowered to prepare a comprehensive land plan and to evaluate proposed changes in land use, either by public or private developers, for conformance with the plan.

Plant Material: large-maturing trees, understory trees, and / or shrubs.

Planting Island: in parking lot design, a built-up, curbed structure placed at the end or within parking rows for landscaping and as a guide to traffic.

Plat: a map, usually of land which is to be or has been subdivided, showing the location, boundaries, and ownership of properties; the location, bearing, and length of every street and alley line, lot line, and easement boundary line; and such other information as may be necessary to determine whether a proposed subdivision or development meets all required standards of this [Chapter](#) and other ordinances [and amendments](#).

Premises: a single piece of property as conveyed in deed, or a lot or a number of adjacent lots on which is situated a land use, a building, or group of buildings designed as a unit or on which a building or a group of buildings are to be constructed.

Private Road or Street: any road or street which is not publicly owned and maintained and is used for access by the occupants of the development, their guests, and the general

public. The right-of-way has not been dedicated to either the State of South Carolina or Oconee County.

Public Road or Street: roads, avenues, boulevards, highways, freeways, lanes, courts, thoroughfares, collectors, minor roads, cul-de-sacs and other ways including the entire right-of-way considered public and both dedicated to and accepted by the State of South Carolina or Oconee County.

Residential Care Facility (including, without limitation, convalescent homes): a facility which combines the functions of any combination of a retirement community, rest home, nursing home, and convalescent home, providing residential facilities for independent living, assisted care, and, possibly, nursing care.

Right-of-Way: an area owned and maintained by a municipality, the State of South Carolina, a public utility, a railroad, or a private entity for the placement of such utilities and/or facilities for the passage of vehicles or pedestrians, including roads, pedestrian walkways, utilities, or railroads.

Roadside Stand: typically a seasonally temporary stand less than 200 square feet used to sell farm and garden products, hand crafts, and other homemade items; or those locations used for educational, religious, or recreational fundraisers; or those locations used for the conveyance of public information. Stands must be authorized by the property owner and the appropriate right-of-way entity such as SCDOT, Oconee County, etc. Unsafe or abandoned structures, or any structure that presents a health or safety threat to the public, shall not be considered a legitimate Roadside Stand.

Salvage yard, junk yard, and recycling operations: any area, in whole or in part, where waste or scrap materials are bought, sold, exchanged, stored, baled, packed, disassembled, or handled, including but not limited to scrap iron and other metals, paper, rags, vehicles, rubber tires, and bottles. A “junk yard” includes an auto-wrecking yard, but does not include uses established entirely within enclosed buildings. A “junk yard” for vehicles is defined as four or more junk, inoperable or unlicensed vehicles stored on the property.

Screening: the use of plant materials and other landscape or architectural elements used separately or in combination to obscure views.

Searchlight: an apparatus with reflectors for projecting a powerful beam of light of approximately parallel rays in a particular direction, usually devised so that it can be swiveled about.

Setback: the required minimum distance between every structure and the lot lines of the lot on which it is located (measured from the road right of way in the front and property lines on the remaining portions of the property).

Sight Triangle: a triangular-shaped portion of land established at street intersections in which nothing is erected, placed, planted, or allowed to grow in such a manner as to limit or obstruct the sight distance of motorists entering or leaving the intersection.

Sign : any sign structure or combination of sign structure and message in the form of outdoor sign, display, device, figure, painting, drawing, message, plaque, poster, billboard, advertising structure, advertisement, logo, symbol, or other form which is designated, intended, or used to advertise or inform. The term does not include official traffic control signs, official markers, nor specific information erected, caused to be erected or approved by the South Carolina Department of Transportation.

Sign, Awning: a sign mounted, painted, or attached to an awning.

Sign, Banner: any sign, except an awning sign, made of flexible fabric-like material.

Sign, Canopy: a sign mounted, painted, or attached to a canopy.

Sign, Directional: signs limited to directional messages, principally for pedestrian or vehicular traffic, such as “one-way”, “entrance”, and “exit”.

Sign, Flashing: any directly or indirectly illuminated sign that exhibits changing natural or artificial light or color effects by any means whatsoever. For the purposes of this ordinance Chapter any moving, illuminated sign shall be considered a “flashing sign”. Such signs shall not be deemed to include time and temperature signs or public message displays using electronic switching.

Sign, Hanging: a sign forming an angle with a building which extends from the building and is supported by the building

Sign, Monument: a freestanding sign constructed on the ground with a continuous footing or foundation with the base of the sign at grade level.

Sign, Portable: a sign that is not permanent, affixed to a building, structure, or the ground.

Sign, Projecting: a sign forming an angle with a building which extends from the building and is supported by the building

Sign, Revolving/Rotating: any sign or part of a sign that changes physical position or light intensity by any movement or animation or that gives the visual impression of such movement.

Sign, Roof: a sign that is mounted on the roof of a building or that is wholly dependent upon a building for support and that projects above the top walk or edge of a building with a flat roof, the eave line of a building with a gambrel, gable, or hip roof, or the deck line of a building with a mansard roof.

Sign, Temporary: a sign or advertising display intended to be displayed in connection with a specific event for a limited duration.

Sign, Wall: a sign fastened to or painted on the wall of a building or structure in such a manner that the wall becomes the supporting structure for, or forms the background surface of the sign, and that does not project more than six (6) inches from such building or structure.

Sign, Window: a sign that is mounted for display on or within a window, and intended to be viewed from the outside.

Single-family Detached Residential: a parcel or lot containing a detached dwelling unit; includes homes and manufactured homes, but in no way excludes activities generally associated with residential living, such as; private parties, gardening, personal workshop(s), keeping of household pets and other animals such as horses provided sufficient acreage is available for such animals.

Site Plan: a plan, to scale, showing uses and structures proposed for a parcel of land as required by the regulations involved. It includes such things as lot lines, streets, building sites, reserved open space, buildings, major landscape features – both natural and manmade and depending on requirements, the locations of proposed utility lines.

Special Exception: a Special Exception use is one which is not permitted by right, but which may be permitted after a public hearing by the Board of Zoning Appeals and all conditions stated in this ~~ordinance~~ Chapter are met. The Zoning ~~Ordinance~~ Chapter lists, by zoning district, those uses that may be allowed by right or by Special Exception. Uses that are included or fit the intent of these lists will be considered in each zoning district.

Spot Zoning: rezoning of a lot or parcel of land to benefit an owner for a use incompatible with surrounding land uses and that does not further the goals in the comprehensive plan.

Stormwater: water that accumulates on land as a result of precipitation events, and can include runoff from impervious areas such as roads and roofs.

Street Line: the line between the street right-of-way and abutting property (i.e. right-of-way line).

Structure: anything constructed or erected, the use of which requires location in or on the land or attachment to something having a permanent location in or on the land.

Structural Alterations: any change in the supporting members of a building, such as bearing walls, columns, beams, or girders, except for repair or replacement.

Subdivision: The current official definition is found in the Oconee County Subdivision Regulations, including exceptions stated therein. All subdivisions shall conform to and with the dimensional requirements stated in this ~~Ordinance~~ Chapter, with the exception of existing and properly approved and recorded plats.

Substantial improvement: means any repair, reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the start of construction of the improvement. This term includes structures, which have incurred "substantial damage", regardless of the actual repair work performed. The term does not, however, include either: (1) any project of improvement of a structure to correct existing violations of State or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions; or, (2) any alteration of a historic structure, provided that the alteration will not preclude the structure's continued designation as a historic structure.

Tree Protection: measures taken, such as temporary fencing and the use of tree wells, existing at a minimum outside the dripline, to protect existing trees from damage or loss during and after project construction.

Understory Tree: an evergreen or deciduous tree with a mature height of less than thirty-five (35) feet. Examples include but are not limited to: red bud, dogwood, crape myrtle, wax myrtle, ornamental cherry.

Use: any continuing or repetitive occupation or activity taking place upon a parcel of land or within a building including, but not limited to; residential, manufacturing, retailing, offices, public services, recreational, and educational.

Variance: a variance is a waiver of the dimensional terms of the Zoning ~~Ordinance~~ Chapter where such variance will not be contrary to the public interest and where, owing to conditions peculiar to the property and not the result of actions of the applicant, a literal enforcement of the ~~Ordinance~~ Chapter would result in unnecessary and undue hardship; and does not involve a change in the use of the property.

Viewshed: an area of land, water, and / or other environmental elements that are visible from a fixed vantage point (or series of points along a linear transportation facility).

Yard: an open space that lies between the principal building or buildings and the nearest lot line. The minimum required yard as set forth in ~~the ordinance~~ this Chapter is

unoccupied and unobstructed from the ground upward, except as may be expressly permitted.

Yard, Front (Highway Yard): a yard across the full width of the lot extending from the front line of the building.

Yard, Side: an open space on the same lot with a building, between the building and the side line of the lot, extending through, from the front building line, to the rear of the lot.

Yard, Rear: a yard extending across the full width of the lot and measured between the rear line of the lot and the rear line of the main building.

Zoning: a police power measure, enacted primarily by general purpose units of local government, in which the community is divided into districts or zones within which permitted and conditional uses are established, as are regulations governing lot size, building bulk, placement, and other development standards. Requirements vary from district to district, but they must be uniform within districts. The Zoning ~~Ordinance~~ Chapter consists of two parts – a text and a map.

Zoning Administrator: the official person in charged with the enforcement of the Zoning ~~Ordinance~~ Chapter.

Zoning Chapter: the zoning chapter of the Oconee County Code of Ordinances, currently Chapter 38.

Zoning District: an area established by this ~~Ordinance~~ Chapter where the individual properties are designed to serve compatible functions and to be developed at compatible scales.

Appendix A

(a) BUILDING STANDARDS

Diversity in design consistent with the local natural and architectural surroundings is encouraged.

1. To the extent feasible, primary facades and entrances shall face the street.
2. All buildings less than or equal to twenty (20) feet in height shall have a setback of at least thirty (30) feet from the property line along the primary road. Setback from remaining property lines shall be fifteen (15) feet.
3. Buildings more than twenty (20) feet in height shall have a setback of thirty (30) feet plus an additional distance equal to one foot in horizontal distance for each one foot in additional vertical distance (building height over 20 feet) along the primary road. Setbacks from remaining property lines shall be twenty-five (25) feet.
4. Exterior building materials visible from the traffic lanes shall not consist of unadorned concrete masonry units (concrete blocks), corrugated metal, and/or sheet metal. Pre-cast panels and pre-engineered metal wall units, and 'split-faced' and other rusticated masonry wall are permitted.
5. Suitable materials for treating building facades may include, but are not limited to: stone, brick, glass, wood siding, split block, or stucco. Alternative materials may be approved by the Planning Director.
6. Blank, uninterrupted building facades shall not face residential areas or public or private street right-of-ways. Design techniques using architectural elements or repetitive features should be utilized to visually break up the facade. Examples include, but are not limited to: windows, doors, columns, canopies, lighting fixtures, building offsets / projections, decorative tile work, artwork, or other elements approved by the Planning Director. The following standards apply:
 - 1) Industrial uses shall not have blank walls greater than fifty (50) feet in length.
 - 2) All other uses shall not have blank walls greater than thirty (30) feet in length.
7. The appearance of strip development resulting from flat, unvaried roof lines is discouraged. Roofline variation may be achieved using one or more of the following methods: vertical or horizontal offsets in ridge lines, variation in roof pitch, gables, or dormers.
8. Roof mounted mechanical equipment shall be enclosed or screened to ensure such features are not visible to the extent possible. Enclosures and screens shall be compatible with the architectural style of the building.
9. Shipping and receiving areas / docks shall be located in the rear of the structure and should not be visible from primary adjacent parking areas or street rights-of way.

(b). SIGNAGE STANDARDS

The sign standards are created to maintain and enhance the aesthetic environment of transportation and economic gateways into Oconee County. The location and design of all signs shall be consistent with the objective of high-quality development and safe and efficient vehicular and pedestrian circulation.

(1) General Standards

All signs, including their supports, braces, guys, anchors, electrical parts and lighting fixtures, and all painted and display areas shall be constructed and maintained in accordance with the building and electrical codes adopted by Oconee County.

- a. It shall be unlawful for any person to erect, construct, enlarge, move, or replace any sign (with the exception of signage requiring no permit) without first obtaining a sign permit from the Planning Department, except as relates to routine maintenance and repair or the changing of tenant name panels.
- b. A preliminary sign permit application along with applicable fees and sign plan shall be submitted to Oconee County. The detailed sign plan shall include the following information, stamped by a South Carolina licensed surveyor, landscape architect, or engineer:
 - i. Parcel number
 - ii. Scale of site plan & north arrow
 - iii. Drawing of entire property with all existing & proposed structures shown
 - iv. Length of street frontage
 - v. Dimensioned setbacks from street and side property line
 - vi. Plan drawing with actual dimensions of sign (as seen from above)
 - vii. Location of all existing signs
 - viii. Location of all proposed signs
 - ix. Elevation drawing of the proposed sign or sign revision including size, height, copy, colors, illumination, materials
 - x. Verification that the proposed sign(s) meet all requirements set forth in this ~~ordinance~~Chapter.
- c. All on-premise non-conforming signs shall come into compliance with these standards when abandoned or the cost of repairs or replacement of such signs is beyond fifty (50%) percent of their replacement costs. Non-conforming signs are subject to all requirements of this code regarding safety, maintenance, and repair.
- d. Signage shall be set back a minimum of ten (10) feet from right-of-way, side, or rear property lines.
- e. No sign shall produce a traffic hazard, such as visual obstruction at intersections or glare from lighting. Signs shall not obstruct the view of or resemble traffic directional / safety signs.
- f. Rooftop signs are prohibited.
- g. Flashing or animated signs are prohibited.
- h. No sign shall be attached to a utility pole or street sign, or attached to or painted on tree trunks, rocks, or other natural objects.
- i. No sign shall be placed within the public rights-of-way.
- j. Signs shall not rotate or revolve.

(2) Signs Allowed Without a Permit

The following signs require no permit. These signs are subject to all requirements of this code regarding safety, maintenance, and repair.

- a. Temporary / Portable Signs:
 - i. Shall be displayed only for the duration of time that they remain relevant to a specific event.
 - ii. Temporary signs shall be removed within seven (7) days following the conclusion of the specific event being promoted.
 - iii. No temporary sign exceeding six (6) square feet may be erected on a residential parcel.
 - iv. The maximum allowable size of any non-residential temporary sign is 32 square feet.

- b. Traffic, directional, warning, official notice or informational signs authorized by any public agency.
- c. Building nameplates with related inscriptions.
- d. Window signs.
- e. Flags and flagpoles.
- f. On-site directional signs, where each sign does not exceed nine (9) square feet in area or four (4) feet in height.
- g. Signs that display name, trademark, logo, brand, or prices, provided the display is an integral part of a vending machine, automatic teller machine, or gas pump. Such signage shall not exceed 32 square feet in area per side.

(3) Signs Allowed that Require a Permit

- a. Allowable signs shall be the following:
 - i. Monument
 - ii. Wall
 - iii. Hanging / Projecting
 - iv. Canopy / Awning
- b. Monument Signs:
 - i. Shall be architecturally designed to reflect the character of the structure /development for which they are advertising.
 - ii. No monument sign shall exceed ten (10) feet in height.
 - iii. One (1) double faced or single faced sign shall be allowed per parcel.
 - iv. Developments with 400 feet of road frontage serving more than one (1) building shall be permitted one (1) additional sign, which shall not exceed (100) square feet in area. Minimum separation for all monument signs shall be at least (200) linear feet. However, if a building is located on a corner lot with two street facing sides, one (1) sign may be located on each side served by an entryway.
- c. Wall Signs:
 - i. Wall signage shall not exceed fifteen (15%) percent of the wall area, per wall face.
 - ii. Wall signs shall display only one (1) surface and shall not be mounted more than six (6) inches from any wall.
- d. Hanging / Projecting Signs:
 - i. Only one (1) projecting / hanging sign is allowed per building frontage, except for shopping centers, which may have one projecting / hanging sign for each business use.
 - ii. Signs shall project at a right (90 degree) angle to the building frontage.
 - iii. Signs shall not extend more than four (4) feet beyond the line of the building or structure to which it is attached.
 - iv. Signs shall maintain a vertical clearance of eight feet above the sidewalk or ground level accessible to pedestrians.
- e. Canopy / Awning Signs:
 - i. Shall not exceed fifteen (15%) percent of the surface area of the face or the canopy or awning to which the sign is attached.
 - ii. Sign shall not extend more than three (3) inches horizontally from the surface of the awning or canopy.
 - iii. Sign shall not project vertically outside the area of the canopy or awning.
- f. Illumination:
 - i. No internal lighting shall include exposed incandescent or fluorescent bulbs

- ii. Externally illuminated signs must have indirect light sources shielded from the view of persons viewing the sign and be further shielded and directed so that the light shines only on the sign and that illumination beyond the copy area is minimized.
- iii. Signs shall not have light reflecting backgrounds but may use light reflecting lettering.
- iv. No sign shall have lights or illuminations that flash, move, rotate, scintillate, blink, flicker, or vary in intensity or color.

g. Maintenance:

All signs shall be maintained in good condition and working order, and be free of graffiti, peeling paint or paper, faded colors, weeds, vines, and/or broken and damaged materials. No internally or externally illuminated sign shall have only partial illumination for a period of more than thirty (30) days.

(c) LIGHTING STANDARDS

The purpose of these standards is to assure that adequate exterior lighting is provided to facilitate crime prevention, security, and safe passage, and that exterior lights be shielded to reduce the impact of lighting on neighboring uses, potential safety hazards to the traveling public, and the effect on viewsheds and nightscapes.

- 1) Lighting plans shall be submitted with the zoning permit application on projects that include the installation of outdoor lighting fixtures. Prior to obtaining a zoning permit, an applicant must receive approval of a lighting plan. The lighting plan shall be prepared by an appropriately licensed design professional in the state of South Carolina. The plan shall include the following information:
 - a. The location, type, and height of luminaries including both building and ground-mounted fixtures.
 - b. A description of the luminaries, including lamps, poles or other supports and shielding devices, which may be provided as catalogue illustrations from the manufacturer.
 - c. Photometric data, such as that furnished by the manufacturer, showing the angle of light emission.
 - d. Additional information as may be required to determine compliance with this ~~ordinance~~Chapter.
- 2) Exterior lighting shall be shielded and directed to avoid illuminating the night sky.
- 3) Lighting shall not illuminate neighboring properties or distract / harm the traveling public on road rights-of-way. Any necessary screening of lighting shall be shown on site plans. Lighting will be inspected before a certificate of occupancy is granted.
- 4) On-site lighting may be used to accent architectural elements and provide safety and security on pedestrian walkways, at building entrances, and public areas between buildings, but shall not be used to illuminate entire portions of buildings.
- 5) In order to promote safety and security in developments, lighting should be used at intersections, entrances, and in parking areas.
- 6) The overall height of lighting fixtures shall not exceed twenty (20) feet.
- 7) Blinking or flashing lights shall be prohibited unless the lights are required as a safety feature (e.g. beacons on towers). Searchlight and laser light operation for advertising / commercial purposes is prohibited.

(d) PARKING STANDARDS

Parking areas should be designed in a manner to provide safe and efficient circulation of traffic and safe access for pedestrians. Appropriate parking design and layout should be used to reduce impacts associated with impervious surfaces.

1) Parking Layout

Avoid parking layouts that dominate a development. The layout of parking areas, pedestrian connections, and open space should reduce the visual impact of parking. Parking is strongly encouraged to be located to the side or rear of the building unless prevented by a physical limitation of the site.

2) Perimeter Parking Buffer

A perimeter parking area buffer of fifteen (15) feet shall be required on sides parallel to abutting properties or street rights-of-way. Buffers shall be planted as specified in the *Landscape Standards*.

If parking is located in the front of the building, buffer requirements will be increased to twenty-five (25) feet.

3) Parking Striping

Parking areas shall have parking spaces marked by surface paint lines or approved alternative traffic marking material.

4) Wheel Stops

Wheel stops or curbs are required where a parked vehicle encroaches on adjacent property, pedestrian access / circulation areas, right-of-way or landscaped areas.

5) Planting Islands

Parking areas shall be designed so that a planting island is provided for every ten (10) parking spaces in a continuous row. Planting islands are also required at the beginning and end of all parking bays. Planting islands shall be surrounded by curbing to prevent vehicular damage to plantings. Minimum size for required planting islands is 9' x 15' (inside of curb). Islands shall be planted as specified in the *Landscape Standards*.

6) Stormwater

Parking areas shall be designed to convey and / or preferably infiltrate stormwater on-site. Stormwater shall not contribute to the subsidence, erosion, or sedimentation of the development site or off-site areas.

7) Paving

Parking areas shall be paved unless otherwise approved by the Planning Commission. Alternative paving materials that increase permeability such as pervious concrete, pervious asphalt, pavers, grid pavers, or any other approved pervious paving materials are encouraged.

(e). LANDSCAPE STANDARDS

Trees and landscaping contribute to the public health, safety, and welfare. Among the benefits of landscaping are: screening of undesirable views; aesthetic enjoyment; climate modification; reduction of glare, noise, odors and dust; reduction of storm water runoff and flooding; buffers between land use; shelter and food for wildlife; and improved air quality. All of these benefits contribute to a higher quality of life and enhance property values within the county.

1) Landscape Plan

The landscape plan shall be submitted with the zoning permit application. Prior to obtaining a zoning permit, an applicant must receive approval of a landscape plan. The landscape plan shall be prepared by a landscape architect licensed by the state of South Carolina. The landscape plan must contain all information necessary to show that the planned use, structure, or development complies with the standards set forth. This shall

include utility information, irrigation plans, existing trees used for credit, and tree protection plans, if applicable.

2) Installation

No certificate of occupancy shall be issued until the landscaping is completed as certified by an on-site inspection. If the season or weather conditions prohibit planting of trees, the developer may provide a bond, an irrevocable letter of credit, or other financial surety in an amount equal to one hundred twenty-five (125%) percent of the cost of installing the required plantings to guarantee the completion of the required planting within two hundred seventy (270) days. The financial surety shall be canceled and / or returned upon completion of the required landscaping. If the required landscaping is not completed within the time allowed, the owner shall forfeit the guarantee and the county shall use such funding to complete the required landscaping.

3) Maintenance

The plantings that constitute a landscape area must be properly maintained in order for the landscape area to fulfill the purposes for which it is established. The owner of the property shall be responsible for the maintenance of all plant material within the landscaped areas. This includes keeping landscaped areas free of litter and debris and keeping plantings healthy and orderly in appearance. Tree staking shall be removed within eight months after installation to prevent permanent damage. All dead or diseased vegetation shall be removed. Additionally, any required vegetation that dies or becomes diseased shall be replaced.

4) Minimum Material Size

All required trees shall be a minimum size of 2 1/2" caliper measured 6 inches above ground at the time of installation. All required shrubs shall be a minimum size of three (3) gallons at the time of installation. Reference the American Landscape and Nursery Association (ANLA) publication *American Standard for Nursery Stock* (ANSI Z60, 1-2004) for plant material quality specifications. All plant material shall be mulched with an organic mulch or other approved material.

5) Water Source

A permanent water source (hose bib, etc.) shall be provided not more than one-hundred (100) feet from any required landscaping.

6) Foundation Landscaping

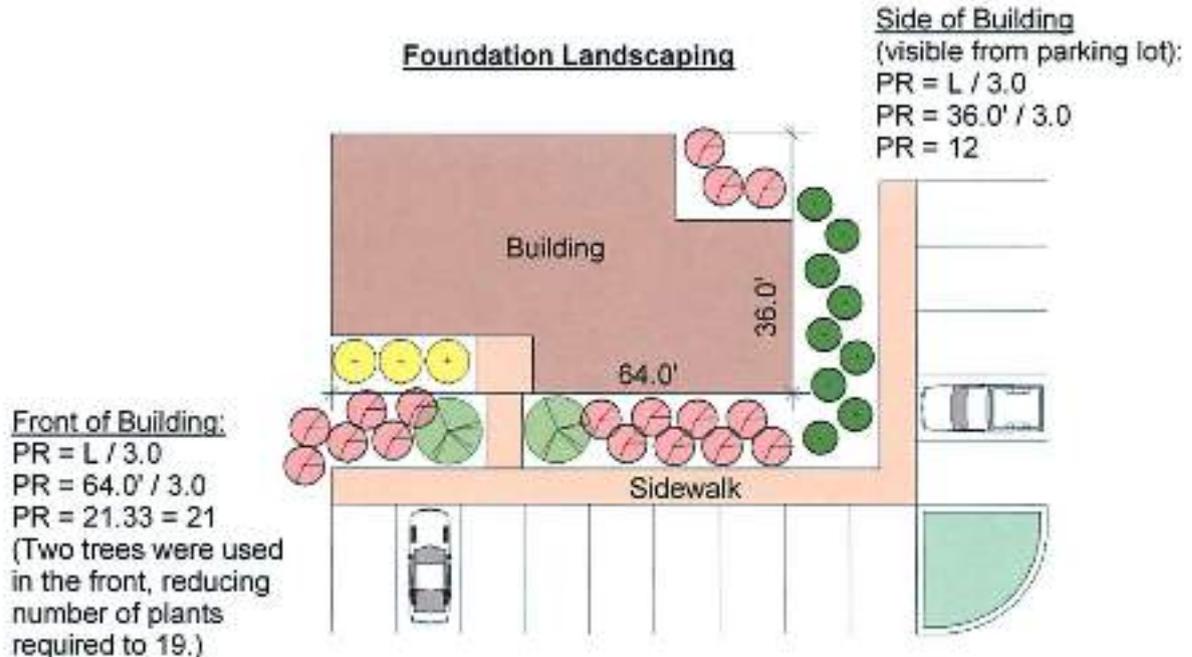
Landscaping shall be provided around the foundation of structures visible from any parking area. Plant material, as defined in this ordinance Chapter, shall be located in a planting area adjacent to the building in the following quantities:

$PR = L / 3.0$ where:

PR = number of plants required

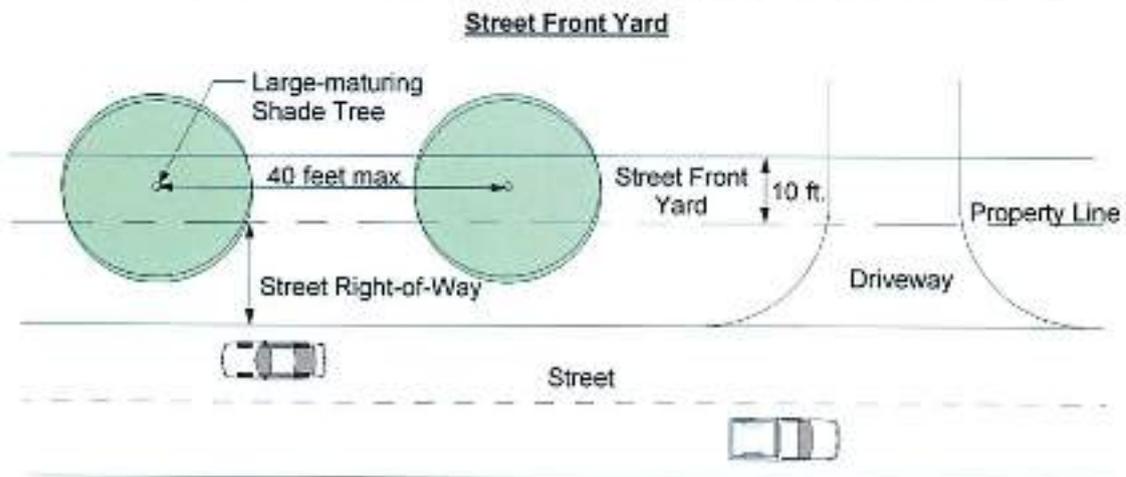
L = building length, in feet, visible from any parking area

Each tree provided counts as a total of two (2) required plants.



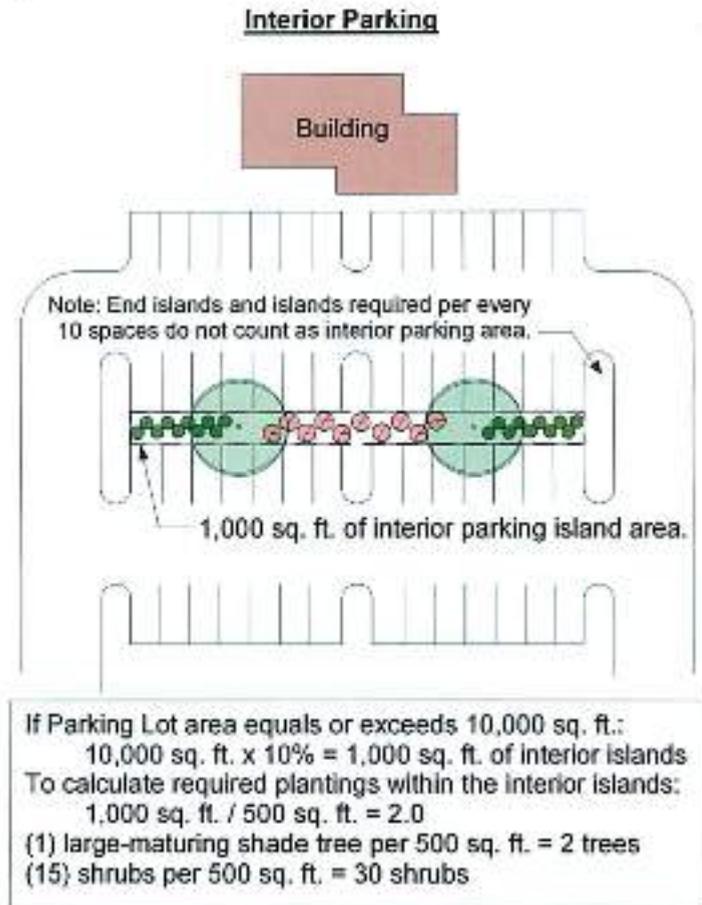
7) Street Front Yard

Street front yards shall be located along property adjacent to all street rights-of-way. Street front yards must be located on private property and not within the street right-of-way. Portions of the property needed for driveways are exempted from these requirements. Street front yards shall be a minimum of ten (10) feet in width, measured from the street(s) right-of-way abutting the property. Each street front yard shall contain at least one (1) large maturing shade tree every forty (40) linear feet or fraction thereof. No street front yard shall contain less than one (1) shade tree. Shrubs, groundcover, understory, and / or turf shall cover the remaining area within the street front yard.



8) Interior Parking

Whenever the impervious parking cover equals or exceeds 10,000 square feet, a planting area equal to ten percent of the total impervious surface must be provided as islands within the interior of the parking area. One (1) large maturing shade tree and fifteen (15) shrubs must be planted for each 500 square feet of required interior landscape area. Plantings in landscape islands referenced under the *Parking Islands* section may not be used to satisfy this requirement. However, existing trees preserved in appropriately sized islands may be counted as outlined in the *Existing Trees* section.

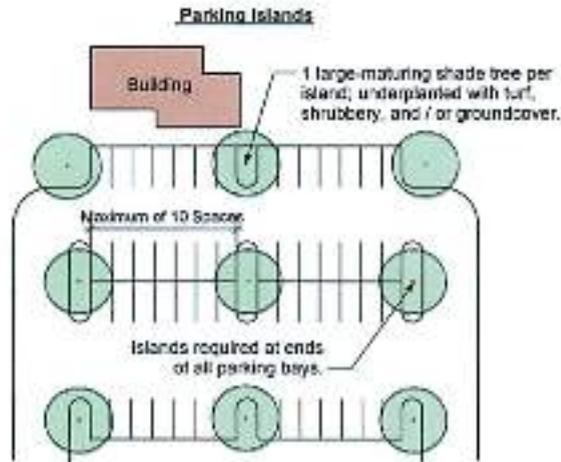


9) Existing Trees

Existing trees that have a minimum caliper size of 4 inches may be counted towards satisfying interior landscaping and street front yard requirements if such trees are preserved and adequately protected through all phases of construction. Credited trees shall be uniformly encircled by a fenced protection area of sufficient size (a circle whose center is the trunk and outer edge is the dripline) to insure tree health. Each four (4) caliper inches of an existing tree shall be deemed the equivalent of one required two (2) inch caliper tree. If any preserved tree used for credit dies or fails to thrive, the owner shall plant new trees equal to the number of credited trees.

10) Parking Islands

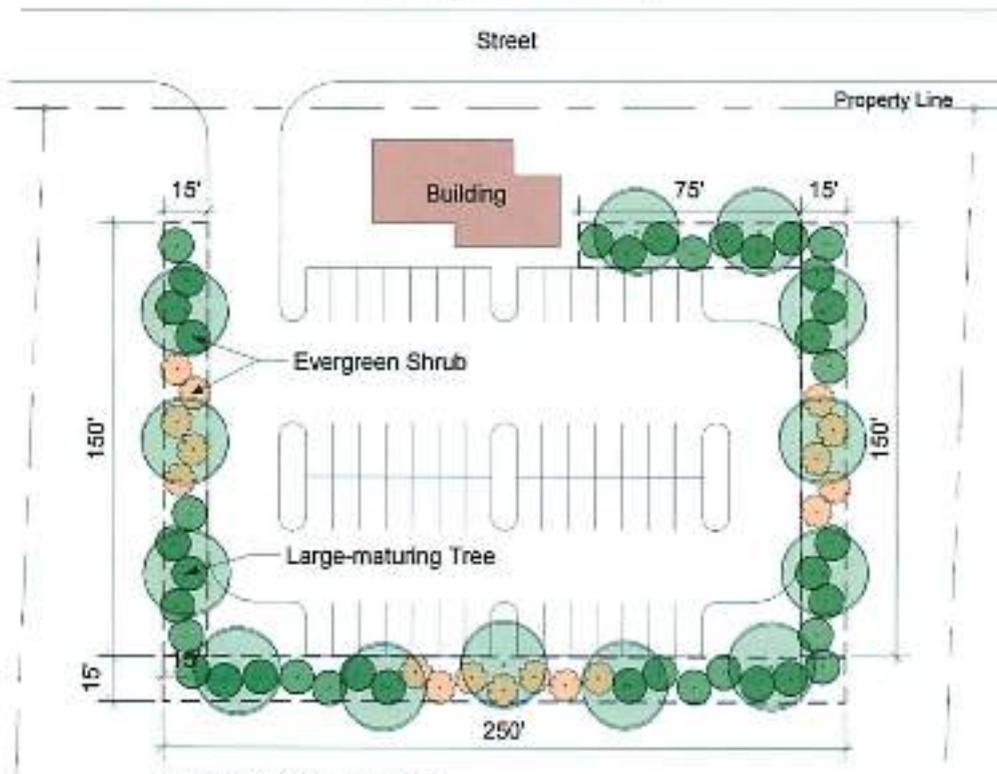
A planted parking island shall be provided for every ten (10) parking spaces in a continuous row. Planting islands are also required at the beginning and end of all parking bays. Refer to the *Parking Standards* section for parking island design standards. Planter islands shall contain at least one (1) large maturing shade tree, having a minimum clean trunk of six (6) feet. Shrubby, groundcover, and / or turf shall be used in the remainder of the island.



11) Perimeter Parking Buffer

All parking lots and vehicular use areas shall be screened from all abutting properties or rights-of-way. The landscaped area shall be directly adjacent to the parking lot edge, and shall be a minimum width of fifteen (15) feet. The perimeter shall contain at a minimum, one (1) large maturing tree for every fifty (50) linear feet, and evergreen shrubs in sufficient quantity to provide screening with a minimum mature height of four (4) feet. If parking is located in the front of the building, buffer requirements will be increased by thirty (30%) percent in terms of width and planting quantities.

Parking Perimeter Buffer



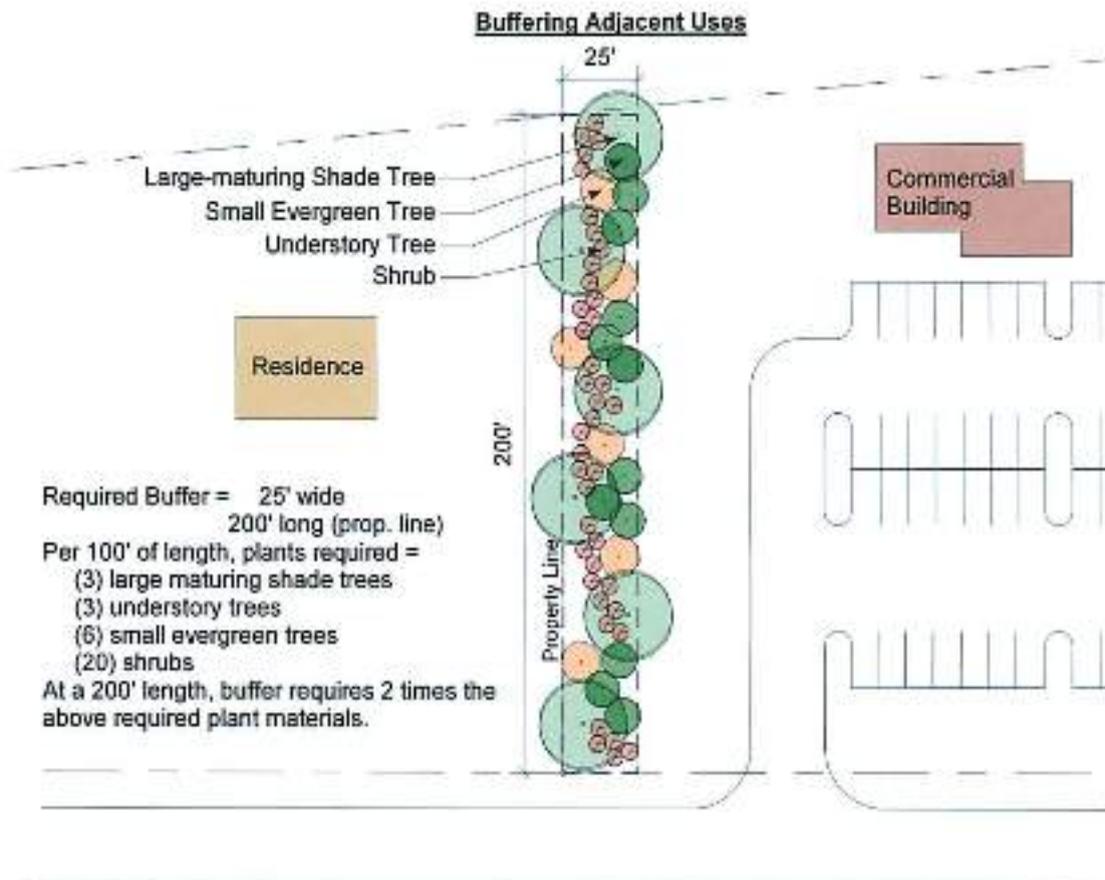
- * Buffer must be 15' in width.
- * 1 large-maturing tree required for every 50 linear feet of buffer.
- * Evergreen shrubs as required to create a screen with a min. mature height of 4'.
 - 150' buffer / 50' = 3 large-maturing trees
 - 250' buffer / 50' = 5 large-maturing trees
 - 75' buffer / 50' = 1.5 = 2 large-maturing trees

12) Buffering Adjacent Uses

In the event that non-residential development borders residential areas or industrial development bordering non-industrial development, a twenty-five (25) feet wide landscape buffer shall be required along the common property boundary. The following mixture of plants per one hundred (100) feet of property boundary shall be required:

- (3) large maturing shade trees, equally spaced
- (3) understory trees, equally spaced
- (6) small evergreen trees
- (20) shrubs

If an abutting parcel contains a required buffer or screen, it shall count towards the buffer requirements.



13) Existing Natural Buffers

When a natural, undisturbed buffer is retained along a property boundary where a buffer is required, a waiver (in whole or part) of the required landscaping may be granted. The existing buffer must achieve the same screening effects as the required buffer materials and adhere to the requirements for protection and size outlined in the *Buffering Adjacent Uses* section.

14) Screening of Collection Areas

Screening of loading and trash collection areas must be accomplished with an opaque wall of masonry, rot-resistant wood, or evergreen shrubs that are one foot taller than the object to be screened. If evergreen shrubs are used, they must achieve the required screening at the time of planting.

15) Sight Triangles

The placement of any material shall not obstruct the view between access drives and streets, or the intersecting streets of a corner lot. No fence, building, wall or other structure, (excepting single trunk trees less than 12" in diameter, pruned to a height of eight (8) feet, and poles and support structures less than 12" in diameter), shall exist between a height of two and one-half (2.5) feet and eight (8) feet above the upper face of the nearest curb (or street centerline if no curb exists) and the sight triangle. For a corner lot, the sight triangle area is the area bounded on two sides by the street right-of-way lines, each having a length of 25 feet, and a third side connecting the two right-of-way

sides. For an intersecting street and driveway, the sight triangle is formed by measuring from the point of intersection of the right-of-way and the edge of drive the distance of twenty-five (25) feet and connecting the points so established to form a triangle on the area of the lot adjacent to the street. Note that road design criteria concerning sight distances is governed by the standards in Chapter 32, Unified Performance Standards of the Oconee County Code of Ordinances.

OCONEE COUNTY, SOUTH CAROLINA OFFICIAL ZONING MAP

Joel Thrall, Chair
Oconee County Council

Elizabeth G. Hahn, Clerk
Oconee County Council

1st Reading: September 18, 2007

Public Hearing: April 12, 2008

2nd Reading: September 17, 2008

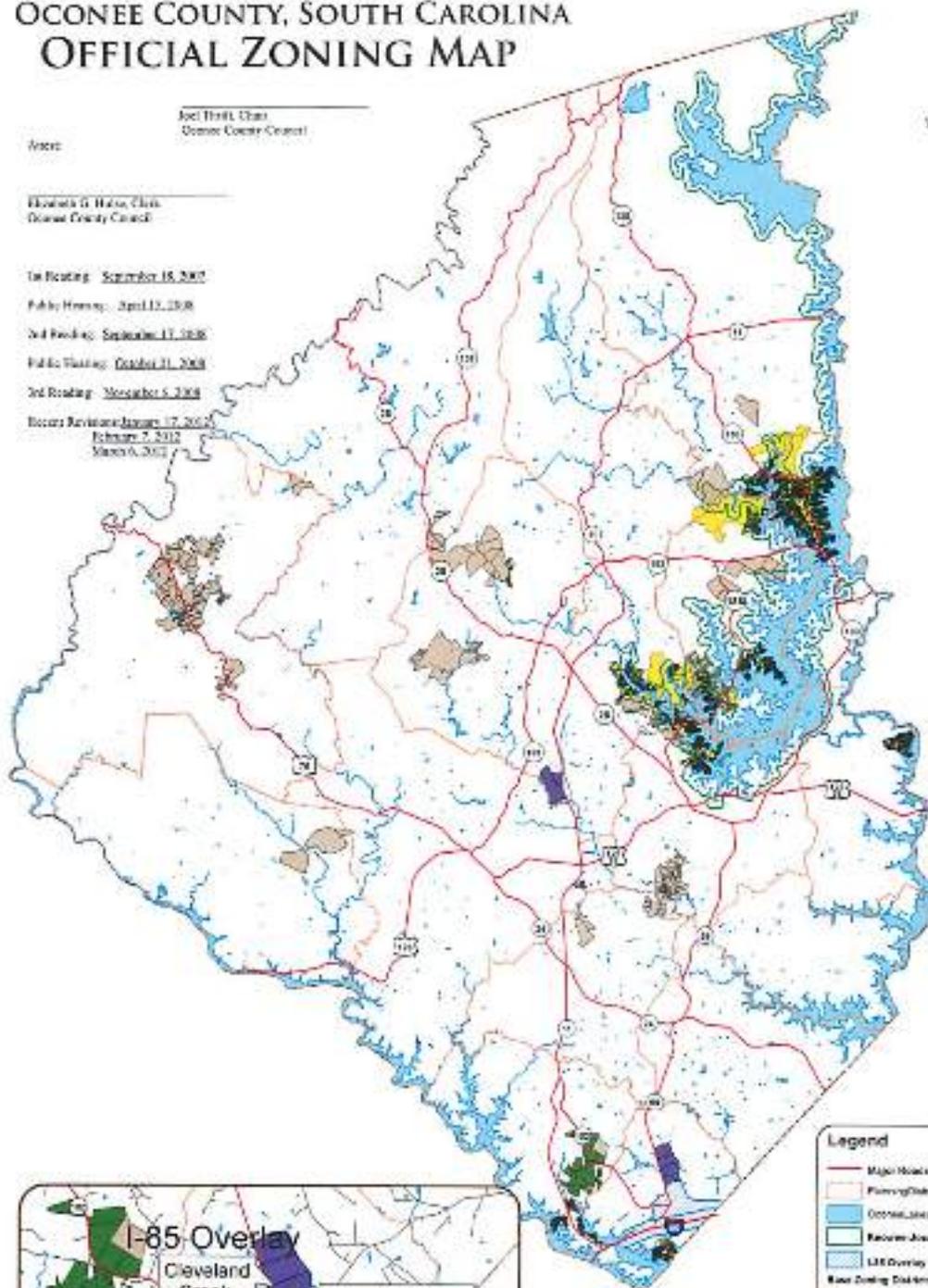
Public Hearing: October 21, 2008

3rd Reading: November 5, 2008

Board Revision: January 17, 2010

February 7, 2012

March 6, 2012



Legend

- Major Roads
- Planning Districts
- Oceans/Lakes
- Recreation Area Overlay
- LRF Overlay
- Base Zoning Districts 2008 ICD
- Agricultural District
- Agricultural Residential District
- Community Commercial District
- Conservation District
- Central Business District
- Highway Commercial District
- Industrial District
- Lake Residential District
- Park and Recreational Lakes District
- Residential District
- Rural Residential District
- Executive Area District

Oconee County Planning Department
January 2011

**STATE OF SOUTH CAROLINA
OCONEE COUNTY
ORDINANCE 2012-15**

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 10 acres, and being more fully shown and designated on survey of Souther Land Surveying entitled BOUNDARY SURVEY FOR: NEW HORIZON ELECTRIC COOPERATIVE, INC. dated March 9, 2012 ("Survey"), a copy of which is attached hereto as Exhibit A; 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 ("Purchase Agreement") now before the Oconee County Council ("Council"), a copy of which Purchase Agreement is attached as Exhibit B 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 Purchase Agreement.
2. The Administrator of the County ("Administrator") shall be, and hereby is, authorized to execute and deliver the Purchase Agreement on behalf of the County in substantially the form attached as Exhibit B 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 Purchase Agreement; provided, however, that the Purchase Agreement must contain a provision requiring New Horizon to meet its obligation to construct the Substation on the County Property in accordance with its terms and the terms of the 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 Purchase Agreement in a form and substance acceptable to the Administrator, on advice of legal counsel to the County.
4. The Administrator shall be, and hereby is, authorized to execute and deliver any and all other documents or instruments on behalf of the County related to the Transfer in a form and substance acceptable to the Administrator, on advice of legal counsel to the County.

5. Should any portion of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall not affect the remaining terms and provisions of this ordinance, all of which are hereby deemed separable.

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

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

ORDAINED in meeting, duly assembled, this _____ day of _____, 2012.

ATTEST:

Elizabeth Hulse,
Clerk to Oconee County Council

Joel Thrift,
Chairman, Oconee County Council

First Reading: April 3, 2012
Second Reading:
Third Reading:
Public Hearing:

Exhibit A

Survey of County Property

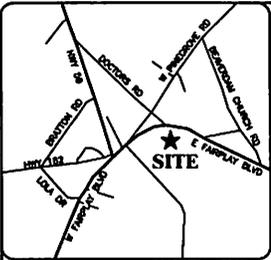
[see attached]

Exhibit A

Exhibit B

Purchase Agreement

[see attached]



VICINITY MAP



SOUTHER LAND SURVEYING

10253 ASHEVILLE HWY.
INMAN, SC 29349
864-473-1240

TAX MAP #337-00-04-026
OCONEE COUNTY
DB 1436 .p. 113
PB B 78 .p. 010

TAX MAP #337-00-04-026
OCONEE COUNTY
DB 1436 .p. 113
PB B 78 .p. 010

TAX MAP #337-00-04-009
THOMAS BOYKIN III
DB 1559 .p. 170
PB A 30 .p. 008

I hereby state that to the best of my knowledge, information, and belief the survey shown 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.

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

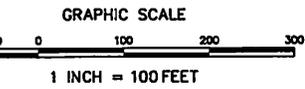
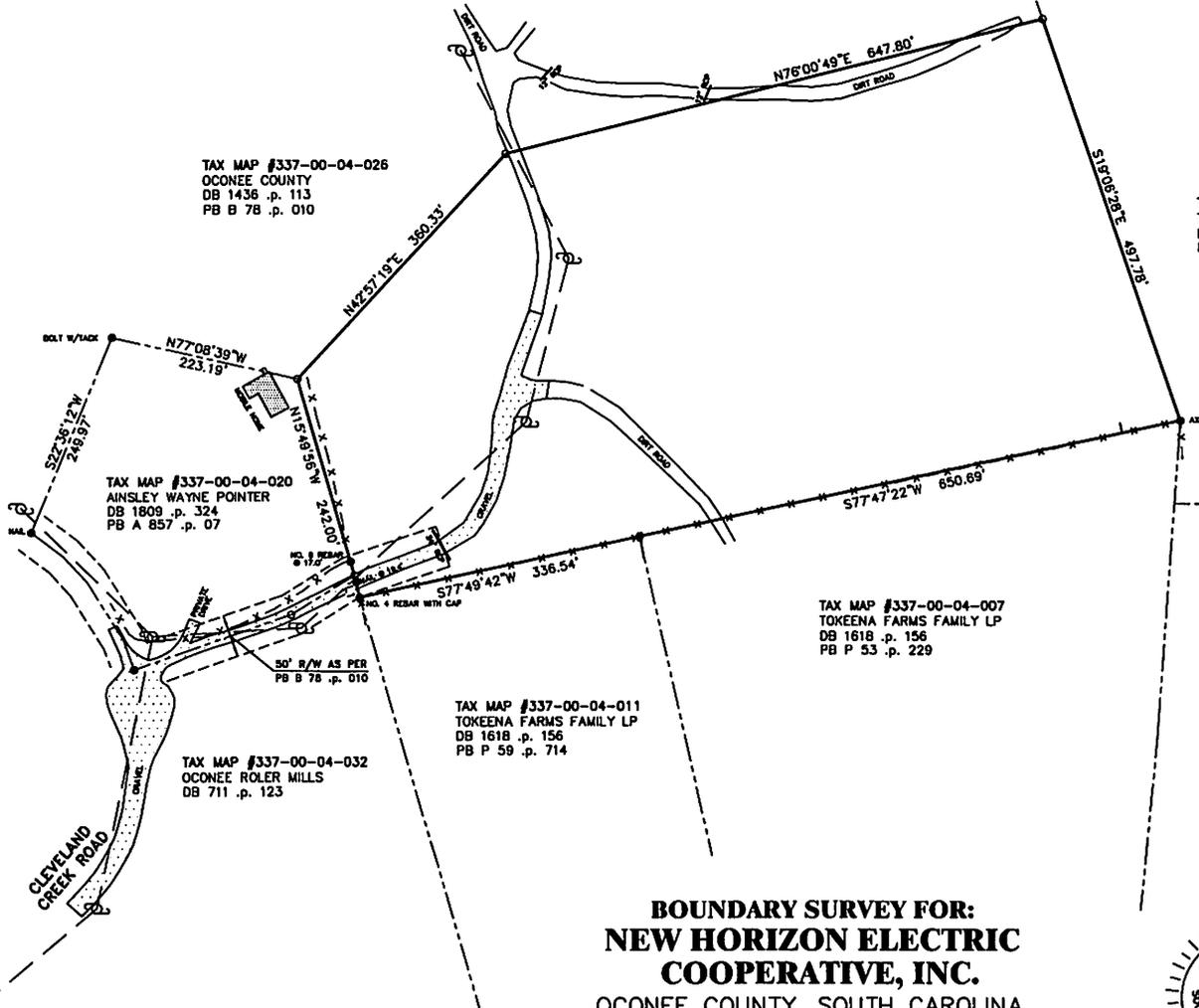
ALL UNDERGROUND UTILITIES ARE NOT SHOWN AND THEIR LOCATIONS ARE UNKNOWN TO ME.

THIS PROPERTY IS SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIONS OF RECORD AND NOT OF RECORD.

LINE TABLE

LINE	BEARING	DISTANCE
L1	N13°20'37"W	26.54'

TOTAL: 10.00 ACRES



LEGEND	
●	1/2" REBAR FOUND
○	1/2" REBAR SET
○	PK NAIL FOUND IN ROAD
○	PK NAIL SET IN ROAD
⊕	PP POWER POLE
NOTES:	
ALL PINS ARE 1/2" REBAR OR PK NAILS IN ROAD, UNLESS OTHERWISE NOTED.	

BOUNDARY SURVEY FOR: NEW HORIZON ELECTRIC COOPERATIVE, INC.

OCONEE COUNTY, SOUTH CAROLINA

LEGAL REFERENCE: DB 1436 .p. 113
PB B 78 .p. 10

TAX MAP REFERENCE: PART OF 337-00-04-026

09 MARCH 2012



GEORGE B. SOUTHER

PLS 21232
JOB NO. 03307-A

NOTICE OF PUBLIC HEARING

There will be a public hearing on Ordinance 2012-11 with respect to the approval by Oconee County, South Carolina of a fee-in-lieu-of-tax agreement ("FILOT") and a special source revenue credit ("SSRC"). The FILOT and the SSRC will be entered into by Oconee County with BorgWarner Torqtransfer Systems Inc. The BorgWarner Torqtransfer Systems Inc. facility is located at 15545 Wells Highway in Seneca, South Carolina. Said public hearing is to occur at a meeting of the Oconee County Council in the Administration Building, 415 South Pine Street, Walhalla, South Carolina on Tuesday, April 3, 2012 at 6:30 p.m.

OCONEE COUNTY, SOUTH CAROLINA

Joel Thrift
Chairman of County Council

WEDNESDAY, MARCH 14, 2012

TATION
ECTOR

school district

There will be a public hearing on an ordinance with respect to the approval by Oconee County, South Carolina of a fee-in-lieu-of-tax agreement ("FILOT") and a special source revenue credit ("SSRC"). The FILOT and the SSRC will be entered into by Oconee County with BorgWarner TorqTransfer Systems Inc. The BorgWarner TorqTransfer Systems Inc. facility is located at 15545 Wells Highway in Seneca, South Carolina. Said public hearing is to occur at a meeting of the Oconee County Council in the Administration Building, 415 South Pine Street, Walhalla, South Carolina on Tuesday, April 3, 2012 at 6:30 p.m.

Proposals must be accompanied by a "Bid Bond". The successful bidder will be required to furnish a Performance and Payment Bond.

OWNER'S RIGHTS: The City reserves the right to reject in whole or in part any and all proposals, to waive any informality, and to accept the proposal determined to be in best interest of the City.

Additional information, contact Mike Greenman at (864) 865-2793.

PUBLIC NOTICE
SC Department of Health and Environmental Control
Bureau of Water
2800 Bull Street
Columbia,
South Carolina 29201
Public Notice No. 12-035-A

Date: March 14, 2012
NOTICE OF ISSUANCE OF AN AGRICULTURAL PERMIT

Permit Number: 19562-AG
Issue Date: March 14, 2012
Effective Date: March 29, 2012

The Department has

decision. In order to be timely, a request for final review must be received by the Clerk of the Board within 15 days after notice of the Department decision has been mailed to the applicant or respondent. If the 15th day occurs on a weekend or State holiday, the request is due to be received by the Clerk of the Board on the next working day.

If a timely request for final review is filed with the Clerk of the Board, the Clerk will provide additional information regarding procedures.

The Board of Health and Environmental Control has 60 days from the date of receipt of a request for final review to conduct a final review conference. The conference may be conducted by the Board, its designee, or a committee of three members of the Board appointed by the chair.

If a final review conference is not conducted within 60 days, the Department decision

record in the address: Record in the address: Register's Office in Book 1017 at Page 128.

TAX MAP #
4044-19-51-7817315
Physical Address: Unit 315 Tiger Park Clemson, SC 29631

TERMS OF THE SALE:
CASH TO THE HIGHEST BIDDER, purchaser to pay extra for deed and stamps. A cash deposit of five (5%) per cent of the bid will be required as evidence of good faith in bidding, which sum shall be forfeited in the event of noncompliance with the terms of the bid within twenty (20) days after the sale. No deficiency judgment will be granted and the sale will be final after full compliance.

If the Plaintiff or the Plaintiff's representative does not appear at the public sale provided by this Notice, then the sale of the property will be null, void and of no force and effect. In such event, the sale will be

LAC EL
rtible, red top, white cover, etc. 1,400 mi., 144-1817

CKS

Y 3500
Dually, neck hitch, vno lining, gas eng. 1-4492

ED TO

PUBLIC AUCTION
Sat. March 17, 2012
10am

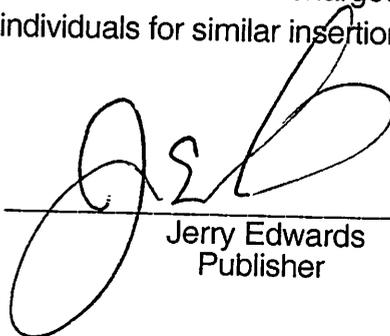
Clemson Central Storage Inc.
1737 Old Central Road
(Behind Hardware)
Will sell items of personal property of public au-

PUBLISHER'S AFFIDAVIT

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE**

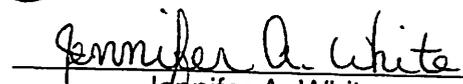
**IN RE: Oconee County Council
 Public Hearing
 Two Ordinances:
 Ordinance 2012-05 & Ordinance 2012-06**

BEFORE ME the undersigned, a Notary Public for the State and County above named, this day personally came before me, Jerry Edwards, who being first duly sworn according to law, says that he is the Publisher of **THE JOURNAL**, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in **Oconee County, Pickens County** and the Pendleton area of **Anderson County** and the notice (of which the annexed is a true copy) was inserted in said paper on March 24, 2012 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.



Jerry Edwards
Publisher

Subscribed and sworn to before me this
26th day of March A.D. 2012



Jennifer A. White
Notary Public for South Carolina
My Commission Expires: 05/18/2014

REAL ESTATE/SALES

• 2.1 Acre waterfront was \$49,900. Now \$24,880
 • 4 Acre Waterfront was \$89,900. Now \$32,750
 Only one hour from Seneca, Walhalla or Westminster
 • Owner Financing Avail
 • Deep Discounts
 • Limited Supply
 everGREEN Properties
 Call Now!
 866-902-1878
 WWW.LAKERUSSELL-PROPERTIES.COM



Waterfront Cottages LAKE KEOWEE, SC
 Magnificent Views, Gated, Luxury Amenities, Lodge, Pool, Fitness Center, Boat Slips and More.
New & Resale Cottages
 From \$130's to \$390's
 1-888-683-1133
 www.backwaterlanding.com
 <http://www.backwaterlanding.com>

RECREATION**138 MOTOR HOMES**

2000 ALLERGO BUS
 37', 330 Cat eng. Must see, washer/dryer, solar panels, lots of extras, no pets, no smoker. 73k miles. \$63,500, exc. condition. Call for appt. 864-718-1346 or 508-626-6119.



2010 WINNEBAGO, ACCESS 31N, Ford V-10, 2 slides, 17K mi., garaged, no pets or smoke, leather upgrade, surround sound, undercoated, must see.

TRANS**161 A**

OUTS OPP
 2007 Bu
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 tained, C
 \$14,
 864-

L**ST****SOUTH****COI****PI****IN THE****MARVIN****IN THE****Ce****2012****SUM****NOTICE****Band****H****Pe****Marv****Re****On Febru****Petition v****ASH FAST?!****OUR STUFF****THE****SIFIEDSI****Marv****Re****On Febru****Petition v****ASH FAST?!****OUR STUFF****THE****SIFIEDSI****Marv****Re****On Febru****Petition v****ASH FAST?!****OUR STUFF****THE****SIFIEDSI****Marv****ALS**

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Petition v

LEGALS

be rescheduled for the
 next available sales day.
 David R. Price, Jr.
 Attorney for Plaintiff
 The Honorable
 Beverly C. Whitfield
 Clerk of Court for
 Oconee County

The Oconee County
 Council will hold a Public
 Hearings on Tuesday,
 April 3, 2012 at 6:30
 p.m. in County Council
 Chambers, Oconee
 Administrative Offices,
 415 South Pine Street,
 Walhalla, SC 29691
 regarding two
 Ordinances: Ordinance
 2012-05 AN ORDI-
 NANCE TO REVISE
 AND AMEND ARTICLE
 IV. BOARDS, COMMISS-
 IONS AND COMMIT-
 TEES OF CHAPTER 2
 ADMINISTRATION,
 AND ARTICLE II, ECO-
 NOMIC DEVELOP-
 MENT COMMISSION
 OF CHAPTER 24,
 PLANNING AND
 DEVELOPMENT OF
 THE OCONEE COUN-
 TY CODE OF ORDI-
 NANCES IN CERTAIN
 LIMITED REGARDS
 AND PARTICULARS
 ONLY, AND OTHER

LEGALS

**MATTERS RELATED
 THERETO,** and
 Ordinance 2012-06 "AN
 ORDINANCE TO
 REVISE AND AMEND,
 DIVISION 2, MEET-
 INGS OF ARTICLE II,
 COUNTY COUNCIL OF
 CHAPTER 2, ADMINIS-
 TRATION OF THE
 OCONEE COUNTY
 CODE OF ORDI-
 NANCES IN CERTAIN
 LIMITED REGARDS
 AND PARTICULARS
 ONLY; AND OTHER
 MATTERS RELATED
 THERETO".

Any citizen wishing to
 speak at the meeting
 regarding this ordinance
 may do so by signing up
 at the meeting. Written
 comments may be sub-
 mitted at any time prior
 to the hearing for inclu-
 sion in the official record
 of the meeting. Please
 submit written com-
 ments to the Clerk to
 Council, 415 South Pine
 Street, Walhalla, South
 Carolina, 29691.

**LOOKING FOR A
 PLACE TO LIVE?
 CHECK REAL ESTATE!**

**DER
 ONALS****CLEANING****AL****And****See****is here. Now is****time to get your****cars cleaned!****live to serve!****Yo****Hand****Would like to do for****me, and I will protect****the quality of my****customers' cars!****g****CONSTRUCTION****Quality Home****Improvements****Remodeling Specialist****• Additions****• Decks****• Windows****• Garages****• Sunrooms****• Roofing****All Phases of****Remodeling****30 Yrs. Experience****Licensed, Insured****g****HOME****IMPROVEMENT****BROWN'S HOME****IMPROVEMENTS****Painting****Interior & Exterior****Sheet Rock Repair,****Pressure Washing****& Roof Repairs****Plumbing Repair****Gutter Cleaning****Free Estimates****No job too small!****Contact Robert Brown****885-1111****or 903-0833**

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