



PUBLIC COMMENT

SIGN IN SHEET

Tuesday, April 16, 2013

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	Boris Mahals		✓
2	Boris Mahals		✓
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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.

**2012 Economic Impact Study
T. Ed Garrison Arena
on Anderson, Oconee, and Pickens Counties,
South Carolina**

Study Commissioned by
South Carolina Upstate Equine Council (SCUEC)



Dr. David W. Hughes and Mr. Devin Swindall,
Clemson Institute for Economic and Community Development



Presentation to Oconee County Council
April 16th, 2013
Walhalla, S.C.



For complete T.Ed Garrison Arena Impact Study go to:
<http://www.SCUpstateEquine.org/>



2012 Economic Impact Study of T. Ed Garrison Arena Introduction

Equine Activity
plays a major
economic role in
South Carolina



- Anderson county ranks 2nd in equine numbers
- Greenville and Spartanburg share 3rd
- Pickens - 10th
- Oconee - 12th
- Upstate is home to over 84,000 equines in SC

*information obtained from 2004 SC
Eq. Censes – USDA



2012 Economic Impact Study of T. Ed Garrison Arena **\$4.4 million in Direct Spending**

- spending by individuals participating or attending events
- on-site spending - show and stall fees
- off-site spending - lodging, restaurants, groceries, etc.
- 200,000 people visit the Garrison Arena yearly

**Majority of Direct Spending is from
OUTSIDE**

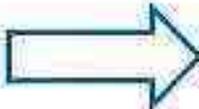
Anderson, Pickens and Oconee Counties



2012 Economic Impact Study of T. Ed Garrison Arena Direct Spending Continued



**\$4.4 million in
Direct Spending
leads to** } **92.4 local jobs
\$2.776 mil. local earned income
\$4.440 mil. gross regional product**

\$1.00 in direct spending  **\$2.04 in the local economy**

South Carolina
Upstate
Equine Council



2012 Economic Impact Study of T. Ed Garrison Arena
\$8.957 million Total Economic Spending



- T. Ed Garrison Arena is South Carolina's only state-owned facility designed to promote it's \$1.5 billion livestock industry."
- North Carolina has three state-owned facilities
- Georgia has three



2012 Economic Impact Study of T. Ed Garrison Arena Comparison of Garrison to Other Arenas

Arenas within a 200 miles radius:



Western NC Ag. Center



Georgia Int'l Horse Park



Tennessee Livestock Center



South Carolina Equine Park

South Carolina
Upstate
Equine Council



2012 Economic Impact Study of T. Ed Garrison Arena Comparison of Garrison to Other Arenas

Study showed T. Ed Garrison Arena is a first class facility with potential and need to grow.



- Additional outdoor show arenas and conference centers, could greatly expand the number of high impact shows and other public events.
- These additions would significantly enhance the economic impact.

Currently, the T. Ed Garrison Arena has a nearly full schedule and is turning events away due to lack of accommodations.

2012 Economic Impact Study of T. Ed Garrison Arena Summary and Conclusions

- Economic impact on the local economy is already significant. But has potential to grow making a much stronger economic impact.
- Horse-based activities contribute to the 'Quality of Life' for our communities and greatly enhance our appeal to people interested in relocating to the Upstate.



Additional SC Equine Statistics

2004 Census (SC Field Office, USDA-NASS) indicated:

- ❑ 84,300 equine are located in SC
- ❑ SC Equine Industry provides Total Economic Impact of **\$478** million per year

Livestock arenas generate significant economic impact and other areas in South Carolina are looking to add additional livestock arenas.

Studies show that new businesses relocate where the recreational industry is prominent, enticing, and easily accessed. Your local equine industry is here and established



South Carolina
Upstate
Equine Council



SCUEC is an approved 501 (c) (3) organization that was developed at the end of 2009 .

• **Our Mission**

The purpose of the South Carolina Upstate Equine Council is to encourage, promote and advance the quality of life through development of the equine industry in the South Carolina Upstate Region; to provide educational opportunities for those interested in the equines and the equine industry, and to encourage conservation of open space.



South Carolina
Upstate
Equine Council



Our Vision

- We wish to act as a magnet in the tri-county area for all equine activities
- We hope to build upon the existing world class equestrian facilities in the Upstate
- We hope to create a venue for cross-country and other multi-day eventing competitions
- We want to provide nature-based, equine education, hiking, and outdoor recreational activities, and improve the quality of life in the Upstate...for children and adults!
- We want to positively impact the education and economic growth in the Upstate while supporting preservation of lands
- We will review this Vision yearly

▪ **Aiken** - (1st) is recognized as the polo center of the country, with close to 40 polo fields. Aiken's horse industry has an economic impact of \$72 million. It is home to a steeplechase, TB breeding farms, and 3-day eventers. **Aiken is currently looking to build a large show facility at an estimate of \$40 million.** The town is deliberately horse-friendly, it's just good business.

▪ **Camden** - (**Kershaw 6th**) is the home to the state's only steeplechase track, Springdale Race Course. Thoroughbred training stables are numerous and Foxhunting and showing are popular. **Kershaw County has invested over \$250,000 to the development of the SC Equine Park Phase I, and are preparing to start Phase II**

▪ **Landrum** – (**Spartanburg 3rd**) area is known for its Eventing and Combined Training facilities while hunter paces are growing in popularity. The entire area caters to horses—you'll even find parking for horse trailers at some of the shops and restaurants! **Landrum/Tryon Area is preparing to build a \$90 million equestrian center.**

*Commitments to the T. Ed Garrison Arena
are an excellent investment in our upstate's future*

Can we work together toward these goals?



Kentucky Horse Park

\$240 million annual economic impact

South Carolina
Upstate
Equine Council



*Join the many people
who support and
benefit from the quality
of life offered...*

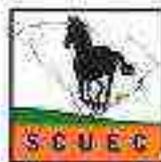


*...by Equine activities in
Anderson, Oconee and
Pickens Counties*



*"There is something
about the outside of a
horse that is good for the
inside of a man."*

Winston Churchill



P.O. Box 391
Sandy Springs, SC 29677-0391

www.SCUpstateEquine.org
Email: soued302@gmail.com

SCUEC

South Carolina Upstate
Equine Council

*Continuing a rich
tradition of
supporting*



*equine activities
in Upstate
South Carolina*

Who are we?

The purpose of the South Carolina Upstate Equine Council (a 501(c)(3) nonprofit organization) is to encourage, promote and advance the quality of life through the development of the equine industry in the South Carolina Upstate Region; to provide educational opportunities for those interested in equines and the equine industry, and to encourage conservation of open space.

How did we get here?

Beginning in late 2008, a large group of citizens affiliated with the equestrian interests, along with representatives of local governments, Clemson University, other educational institutions, and Vision Leaders from the Upstate counties of Anderson, Pickens & Oconee, came together to explore a collaboration that would recognize the importance of an equine presence in this region.

Why the Upstate?

With more than 11,000 horses and a \$63 million annual impact, the three counties saw the importance of the Equine industry in the upstate. Rapid growth has created greater participation and expanded the variety of equine disciplines enjoyed by Upstate residents. Once the center for Western style horsemanship, the area has witnessed a rise in English style riding enthusiasts. Also, the increased interest of individuals drawn to events such as rodeos, horse shows and various riding competitions has expanded the economic impact on the Upstate.

We Need Your Help!

Local Impact T. Ed Garrison Arena, with stabling for 450 horses, brings an estimated annual economic impact of \$8 million to the Anderson, Oconee and Pickens county areas. This full-service, public facility was designed to promote the state's billion-dollar livestock industry and since its opening in 1991 has hosted more than 350 events and over 400,000 visitors. It has become a premiere destination for equine sports competitions and activities.



SCUEC and the three counties of Anderson, Oconee & Pickens therefore see the need to help expand and improve the facility and surrounding property.

Tourism Along with expanding local equine interests, SCUEC hopes to build upon our existing world class equestrian facilities and create a venue for cross-country and other multi-day eventing competitions. We wish to become a magnet in the 16-county area for all equestrian activities, and through the participation of spectators and vendors, to positively impact the economic growth in the Upstate area.

Education/Safety Nature-based programs, equine education, hiking, and outdoor recreational activities are other ways SCUEC looks to provide a positive impact and improve the quality of life in the Upstate...for children and adults! In addition, SCUEC is committed to the continued improvements of local trails and surrounding areas.

Partner with SCUEC!

Now is your chance to support the future of Equine activities in the Upstate. Make your check payable to: SCUEC (South Carolina Upstate Equine Council)

- | | |
|--|---|
| <input type="checkbox"/> Walk-Up to \$50 | <input type="checkbox"/> Gallop-\$501-\$1000 |
| <input type="checkbox"/> Trot-\$51 to \$250 | <input type="checkbox"/> Winners Circle-\$1000 & Up |
| <input type="checkbox"/> Canter-\$251 to \$500 | <input type="checkbox"/> In Kind Donation _____ |

Comments:

Name _____

Address _____

Email _____

Phone _____

SCUEC
South Carolina Upstate Equine Council

P.O. Box 391
Sandy Springs, SC 29677-0391

www.SCUpstateEquine.org
Email: scuec38@gmail.com

STATE OF SOUTH CAROLINA
OCONEE COUNTY
ORDINANCE 2012-38

AUTHORIZING THE SALE, BY OCONEE COUNTY, SOUTH CAROLINA (THE "COUNTY"), OF CERTAIN REAL PROPERTY AND IMPROVEMENTS THEREON (THE "PROPERTY"), AND THE GRANT BY THE COUNTY OF CERTAIN EASEMENTS AFFECTING REAL PROPERTY, OWNED BY THE COUNTY AND LOCATED IN THE CITY OF WALHALLA, SOUTH CAROLINA (THE "CITY"), TO OCONEE COURTHOUSE VENTURES, LLC (THE "COMPANY"), ALL PURSUANT TO AN AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY AND ONE OR MORE EASEMENT AGREEMENTS TO BE ENTERED INTO BY AND BETWEEN THE COUNTY AND THE COMPANY; AUTHORIZING THE EXECUTION AND DELIVERY OF ONE OR MORE INCENTIVE AGREEMENTS BY AND BETWEEN THE COUNTY AND THE COMPANY FOR THE PURPOSES OF MAKING AVAILABLE TO THE COMPANY CERTAIN PROJECT INFRASTRUCTURE GRANT FUNDS, INCLUDING THE PROPERTY AND THE PROJECT IN A MULTI-COUNTY BUSINESS OR INDUSTRIAL PARK (THE "PARK"), AND MAKING AVAILABLE TO THE COMPANY CERTAIN SPECIAL SOURCE REVENUE CREDITS; AUTHORIZING THE EXECUTION AND DELIVERY OF AN AGREEMENT FOR THE ESTABLISHMENT OF THE PARK WITH ONE OR MORE ADJOINING COUNTIES FOR THE PURPOSE OF INCLUDING THE PROPERTY AND THE PROJECT WITHIN THE PARK; AUTHORIZING THE EXECUTION AND DELIVERY OF AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE COUNTY AND THE CITY RELATING TO THE INCLUSION OF THE PROPERTY AND THE PROJECT IN THE PARK AND THE DISTRIBUTION OF PARK REVENUES; AUTHORIZING, RATIFYING AND AFFIRMING ALL PRIOR ACTS OF OCONEE COUNTY AND ITS OFFICERS AND ELECTED OFFICIALS WITH REGARD TO THE FOREGOING; AUTHORIZING THE EXECUTION AND DELIVERY OF ANY AND ALL DOCUMENTS, INSTRUMENTS OR CERTIFICATES NECESSARY OR DESIRABLE TO ACCOMPLISH THE FOREGOING; AND OTHER MATTERS RELATED THERETO.

Enacted: April 16, 2013

Section 1. Findings and Determinations. The County Council of Oconee County, South Carolina (the "County Council") hereby finds and determines as follows:

(a) Oconee County, South Carolina (the "County") is a political subdivision of the State of South Carolina and as such has all powers granted to counties by the Constitution and the general law of this State.

(b) The County, acting by and through the County Council, is authorized and empowered to make and execute contracts of the type hereinafter described and to acquire, sell or dispose of real property pursuant to S.C. Code Ann. § 4-9-30.

(c) The County is authorized by Article VIII, Section 13 of the Constitution and Section 4-1-170 of the Act (collectively, the "Park Act"), to enter into agreements with one or more contiguous counties for the creation and operation of one or more joint-county industrial and business parks ("Parks").

(d) The County acting by and through its County Council is authorized and empowered under and pursuant to the provisions of Sections 4-1-175 and 4-29-68 of the Code of Laws of South Carolina, 1976, as amended (collectively, the "Credit Act") to grant credits against payments of fees-in-lieu of taxes ("FILOT") received and retained under the Park Act to offset qualifying infrastructure related expenditures pursuant to the Credit Act ("Special Source Revenue Credits").

(e) There is located at the intersection of Main Street and South Church Street in the County and in the City of Walhalla, South Carolina (the "City"), certain property with improvements thereon, fee simple title to which is currently held by the County (the "Property"), said Property having formerly served as the County Courthouse and having County TMS#: 500-15-13-001.

(f) The Property is one of historic value and significance to the County, and of such prominence as to have a significant impact on the surrounding community. The structure located on the Property is falling into a state of disrepair and is in need of rehabilitation to protect against future damage from the elements, and Oconee Courthouse Ventures, LLC, a South Carolina limited liability company (the "Company") is willing to proceed with such rehabilitation of the Property pending the negotiation and execution of the Agreements, subject to certain conditions.

(g) The County has previously sought proposals for rehabilitation and redevelopment work on the Property from any interested developers or parties through a request for proposals submitted in accordance with County ordinances, code and regulations, and received no responsive, responsible proposals to such request. The Company is considering acquiring the Property and developing thereon, through rehabilitation of existing structures and new construction, hotel, office, restaurant and retail space (the "Project"), which will result in the investment of not less than \$5,000,000.

(h) Based on currently available information: (i) the ultimate goal of the Project is to encourage capital investment, diversification of the tax base through creation of new taxable property, and the creation of jobs in the County; (ii) the citizens of the County will be the primary beneficiaries of the expected capital investment and job creation generated by the Project; (iii) the benefits represented by the Project are not speculative; and (iv) the public interest is likely to be served to a substantial degree through the expected capital investment, creation of jobs, the expansion and diversification of the tax base by third party commercial investors.

(i) As an inducement for the Project, the County has determined to provide certain incentives (the "Incentives"), including but not limited to, the following:

(i) the conveyance of the Property to the Company by limited warranty deed in accordance with the terms of an Agreement for the Purchase and Sale of Real Property (the "Purchase Agreement") in substantially the form attached hereto as Exhibit A, and the grant of certain easement rights over and across real property owned by the County adjoining or in close proximity to the Property for ingress, egress and parking, as may be necessary or beneficial to the Project, as is contemplated by the terms of the Purchase Agreement;

(ii) pending the receipt of the consent of the City required under the Park Act, the establishment of a Park and addition of the Property and the Project to such Park pursuant to an Agreement for Development of Joint County Industrial and Business Park (the "Park Agreement") in substantially the form attached hereto as Exhibit B to be entered into by and between the County and one or more adjoining counties;

(iii) pending the establishment of the Park as described in (ii) above, the provision of an annual Special Source Revenue Credit (the "Credit") to the Company against FILOT paid or to be paid by the Company with respect to personal property comprising part of the Project in the Park in each of the first five years that FILOT are paid for the Project in the Park, the amount of which Credit in each of such five years shall be the amount necessary to reduce the FILOT for personal property owned by the Company comprising part of the Project in the Park to not more than \$2,000, all in accordance with the terms of a Special Source Credit Agreement (the "Credit Agreement") to be entered into by and between the County and the Company in substantially the form attached as Exhibit C hereto;

(iv) a grant of funds in the amount of \$500,000 from the County to the Company for the benefit of the Project, the terms and conditions of which are set forth in a grant agreement attached hereto as Exhibit D ("Project Grant Agreement"), provided that the Company's performance of its obligations under the Grant Agreement shall be secured by a second priority mortgage of the Property to be made and given by the Company to and for the benefit of the County; and

(v) the provision of additional incentives to be further set forth in the Purchase Agreement, Credit Agreement and Project Grant Agreement, or other ancillary agreements that the parties deem appropriate (collectively, "Incentive Documents").

Section 2. Authorization to Execute and Deliver Incentive Documents. The Chairman of the County Council and the County Administrator together, or either of them acting alone, shall be and hereby are authorized and directed to execute the Incentive Documents in the forms attached hereto, or with such changes that are not materially adverse to the County as the Chairman of County Council and/or the County Administrator, as applicable, may approve. Notwithstanding the foregoing, the Park Agreement shall not be executed or become effective until all requisite consent and action of the City has been obtained and taken in accordance with the provisions of the Park Act.

Section 3. Creation of Park; Inclusion of Property and Project; Intergovernmental Agreement. Upon the grant of all requisite consent and completion of all other actions required of the City under the Park Act, the establishment of the Park and inclusion of the Property, or a portion thereof, and the Project therein is hereby authorized and approved. To the extent required by the City, or to the extent determined necessary or desirable by the Chairman of County Council or the County Administrator, the Chairman of County Council and the County Administrator shall be and hereby are authorized and directed to execute and deliver an intergovernmental agreement (“Intergovernmental Agreement”) to be entered into by and between the County, any other county which is a party to the Park Agreement, and the City regarding the inclusion of the Property and the Project in the Park and the distribution of FILOT generated by property in the Park. Such Intergovernmental Agreement shall be in such form and contain such terms and provisions as may be deemed necessary or desirable by the Chairman of County Council and the County Administrator, with advice of the County Attorney.

Fees-in-lieu of *ad valorem* taxes received and retained by the County with respect to property located in the Park (“Oconee Park Revenues”), which shall be all fees-in-lieu of *ad valorem* taxes received by the County which are *not* distributed to the partner county pursuant to the Park Agreement, shall be distributed to the political subdivisions and overlapping tax districts which levy taxes in the Park property and to no others in the same proportion and ratio, and for the same respective purposes, as their respective millage bears to the overall millage total for the applicable tax year, except as otherwise directed by: (i) General Bond Ordinance No. 2010-05 enacted by the County on May 4, 2010; (ii) the Credit Agreement, as authorized and approved by this Ordinance; (iii) the Intergovernmental Agreement, if any, as authorized and approved by this Ordinance; and (iv) such other ordinances as may relate to the payment of special source revenue bonds, provision of special source credits or payments, or other permitted uses of such Oconee Park Revenues.

Section 4. Easement Agreements. As contemplated by the Purchase Agreement, the Chairman of County Council and the County Administrator shall be and hereby are authorized to execute and deliver one or more easement agreements to be entered into by and between the County and the Company, for purposes of establishing ingress and egress rights, and parking rights, as between the County and the Company with respect to the Property and any adjoining or nearby parcel of real property owned by the County which may be impacted by, or the use of which may be beneficial to, the Project. Any such easement agreement(s) shall be in such form and contain such terms and provisions as may be deemed necessary or desirable by the Chairman of County Council and the County Administrator, with advice of the County Attorney.

Section 5. Prior and Future Acts. The County Council hereby ratifies all prior actions of the County Administrator and County Attorney with respect to the Project, consistent herewith, and authorizes the Chairman of the County Council, the County Administrator, other County staff, and the County Attorney, along with any designees and agents who any of these officials deems necessary and proper, in the name of and on behalf of the County (each an “Authorized Individual”), to take whatever further actions, and enter into whatever further agreements, as any Authorized Individual deems to be reasonably necessary and prudent to effect the intent of this Ordinance and the Incentive Agreements and acts authorized hereby, and induce the Company to undertake the Project.

Section 6. General Repeal; Amendment of Budget and Budget Ordinance. All ordinances, resolutions and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. The budget of the County, and Ordinance No. 2012-01 of the County approving such budget, are hereby amended to provide for appropriation of funds to be provided to the Company under the Grant Agreement.

Section 7. Severability. Should any part, provision, or term of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such finding or determination shall not affect the rest and remainder of the Ordinance or any part, provision or term thereof, all of which is hereby deemed separable.

[execution page follows]

Done and enacted by the County Council of Oconee County, South Carolina, and effective as of this ____ day of _____, 2013.

OCONEE COUNTY, SOUTH CAROLINA

(SEAL)

Chairman, County Council
Oconee County, South Carolina

ATTEST:

Clerk to County Council,
Oconee County, South Carolina

Date of First Reading: December 4, 2012
Date of Second Reading: January 8, 2013
Date of Public Hearing: February 5, 2013
Date of Third Reading: April 16, 2013

Exhibit A

Form of Purchase Agreement

[see attached]

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

THIS AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY, made and entered into as of this ____ day of _____, 2013 (“Effective Date”), by and between **OCONEE COUNTY, SOUTH CAROLINA**, a body corporate and politic existing under the laws of the State of South Carolina (“Seller”), and **OCONEE COURTHOUSE VENTURES, LLC**, a South Carolina limited liability company (“Purchaser”).

RECITALS

A. Seller is the owner and holder of fee simple title in and to that certain piece, parcel or lot of land (“Land”) located in the City of Walhalla, Oconee County, South Carolina, consisting of approximately 0.847 acres and being more fully shown and described as “+/- 0.847 Acres” on that certain survey of Stephen R. Edwards & Associates, Inc. entitled, “Survey for Oconee County,” dated December 4, 2012 and last revised _____, 20__ a copy of which is attached as Exhibit A hereto and by reference made a part hereof; and

B. Purchaser desires to purchase the Property (as described below) for the purpose of constructing and operating a mixed use commercial Facility (as defined below), substantially in accordance with Section 12 below, thereon.

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

AGREEMENT

1. SALE OF PROPERTY.

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

1.2. Description of Property. Except as otherwise explicitly stated herein, the Property shall consist of:

- (a) The Land;
- (b) All rights, privileges and easements appurtenant to the Land, including all rights, rights-of-way, roadways, roadbeds, and reversions (“Appurtenant Rights”);
- (c) All improvements, including buildings, on or within the Land (“Improvements”); and

(d) All personal property remaining on the Property or within the Improvements as of the Closing. Seller shall be responsible for removing any personal property it does not wish to convey to Purchaser hereunder prior to Closing.

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

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

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

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

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

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

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

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

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

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

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

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

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

(e) Result in the creation of any lien, charge or encumbrance upon any of the properties or assets to be sold or assigned to Purchaser pursuant to the provisions of this Agreement, other than the Second Mortgage (as defined below).

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

2.10. Further Acts of Seller. On or before the Closing, Seller will do, make, execute and deliver all such additional and further acts, deeds, instruments and documents as may reasonably be required by Purchaser or Purchaser's title insurance company to vest in and assure to Purchaser marketable and insurable title in or to the Property. Notwithstanding the foregoing, Seller shall not be required to execute any document, including any title insurance affidavit, containing any provision purporting to bind Seller to indemnify, or otherwise pay the costs, expenses or damages of, any other person or entity for any reason, except to the extent appropriation has been made therefor by the County Council of Seller in the fiscal year of Seller in which such costs, expenses or damages are to be paid.

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

2.12. AS IS SALE. OTHER THAN THE SPECIFIC REPRESENTATIONS AND WARRANTIES HEREIN, SELLER MAKES NO REPRESENTATIONS, WARRANTIES, OR PROMISES REGARDING THE PROPERTY, INCLUDING, BUT NOT LIMITED TO REPRESENTATIONS, WARRANTIES OR PROMISES AS TO THE PHYSICAL OR ENVIRONMENTAL CONDITION, LAYOUT, FOOTAGE, ZONING, UTILITIES, PRESENCE OF HAZARDOUS MATERIALS, OR ANY OTHER MATTER OR THING AFFECTING OR RELATING TO THE PROPERTY OR ITS SALE TO PURCHASER. PURCHASER AGREES THAT NO SUCH REPRESENTATIONS, WARRANTIES OR PROMISES HAVE BEEN MADE AND AGREES TO TAKE THE PROPERTY "AS IS." PURCHASER REPRESENTS TO SELLER THAT PURCHASER HAS CONDUCTED, OR WILL CONDUCT PRIOR TO CLOSING, SUCH INVESTIGATIONS OF THE PROPERTY AS ARE DESIRED BY PURCHASER, INCLUDING BUT NOT LIMITED TO, THE PHYSICAL AND

ENVIRONMENTAL CONDITIONS THEREOF, AND WILL RELY SOLELY UPON SAME AND NOT UPON ANY INFORMATION PROVIDED BY OR ON BEHALF OF SELLER OR ITS AGENTS OR EMPLOYEES WITH RESPECT THERETO, OTHER THAN SUCH REPRESENTATIONS, WARRANTIES AND COVENANTS OF SELLER AS ARE EXPRESSLY SET FORTH IN THIS AGREEMENT. THIS PROVISION SHALL SURVIVE CLOSING.

3. CONDITIONS PRECEDENT TO PURCHASER'S OBLIGATIONS.

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

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

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

(c) To obtain a survey of the Property, such survey disclosing rights-of-way, easements, encroachments or other encumbrances upon the Property acceptable to Purchaser. For avoidance of doubt, Purchaser shall not be required to have its own survey prepared, and shall not be required to pay for the costs of the survey attached as Exhibit A hereto, which has been prepared at the request of Seller.

(d) To obtain such assurances or approvals from the appropriate governmental authorities as Purchaser deems necessary in relation to Purchaser's intended use of the Property or the environmental condition of the Property. In connection therewith, within Ten (10) days from the Date of this Agreement, Seller shall deliver or make available to Purchaser true and correct copies of all contracts, leases, documents, agreements or other information which affect the use, condition (including environmental condition),

operation or ownership of the Property. For avoidance of doubt, and without limitation of the foregoing, Seller shall, within the ten (10) day period described above, provide to Purchaser all environmental and engineering studies, including structural engineering studies, soil sampling, economic impact and viability studies, within its possession or control. Seller agrees to use its best efforts to cooperate with Purchaser so that Seller shall deliver to Purchaser any item in the possession or control of Seller which Purchaser would like to receive and inspect.

3.2. Extension of Review Period. Purchaser's Review Period shall be extended for up to two (2) consecutive periods of ninety (90) days, each, upon the written request of Purchaser delivered to Seller, along with a detailed report of all due diligence performed and all additional due diligence Purchaser anticipates to be necessary, prior to the expiration of the Review Period or the first extension thereof, as applicable.

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

3.4. Status of Title. At Closing (as defined below) Seller shall deliver the Closing Documents (as such term is defined below) to Purchaser as provided by Section 7.2 below, and shall be capable of conveying, and the Closing Documents will purport to convey, good and marketable fee simple title to the Property to Purchaser subject only to encumbrances and title exceptions acceptable to Purchaser. Seller shall not create, cause or permit any encumbrance, impairment or transfer of title to the Property, other than as specifically provided herein; provided, however, that Seller shall have no obligation to cure, have the Property released from or terminate any encumbrance on, impairment of, or lien against the Property caused by Purchaser or related to Purchaser's activity on or use of the Property.

4. **ADDITIONAL CONDITIONS PRECEDENT.**

4.1. Access and Parking Easements. The parties hereto acknowledge that certain easements over and across property owned by Seller which abuts or is located near the Property for ingress to and egress from the Property, and for parking for the Property, may be necessary for the intended use of the Property by Purchaser, its tenants, employees, contractors and invitees; and the Parties further acknowledge that easements over and across the Property for ingress to and egress from certain property of Seller may be necessary for the continued use and benefit of such property of Seller following the conveyance of the Property to Purchaser contemplated under this Agreement. The parties hereto agree to negotiate such easement rights in good faith. It shall be a condition precedent to Purchaser's obligation hereunder to purchase the Property that satisfactory ingress to and egress from the Property, and sufficient parking for the Property, all as determined by Purchaser in its commercially reasonable discretion, shall be available to the Property upon Closing, whether through easements granted by Seller at Closing or otherwise. It shall be a condition precedent to Seller's obligation hereunder to sell the Property that satisfactory ingress to and egress from the any property owned by Seller adjoining the Property, as determined by Seller in its commercially reasonable discretion, shall be available to the Property upon Closing, whether through easements over and across the Property granted by Purchaser at Closing or otherwise. Any grant of easement or easement agreement shall be in such form and substance as may be mutually

agreeable to the parties, and shall be substantially in a form approved by ordinance of Seller's County Council, with such changes as may be permitted by the terms of such ordinance.

4.2. Other Agreements. This Agreement is entered into in connection with: (i) that certain Grant Agreement entered into, or to be entered into, by and between Seller and Purchaser (the "Grant Agreement"); (ii) that certain Special Source Revenue Credit Agreement (the "SSRC Agreement") entered into, or to be entered into, by and between Seller and Purchaser; and (iii) a Mortgage, Security Agreement and Fixture Filing (the "Second Mortgage") to be granted by Purchaser in favor of Seller, creating a second priority lien against the Property and securing Purchaser's obligations under the Grant Agreement. It shall be a condition precedent to Purchaser's obligation to purchase the Property hereunder that the Grant Agreement and SSRC Agreement be executed and delivered by Seller to Purchaser at or prior to Closing in such form and substance as may be mutually agreeable to Seller and Purchaser. It shall be a condition precedent to Seller's obligation hereunder to convey the Property to Purchaser that the Grant Agreement, SSRC Agreement and Second Mortgage be executed and delivered by Purchaser to Seller at or prior to Closing in such form and substance as may be mutually agreeable to Seller and Purchaser.

4.3. Project Funding. It shall be a condition precedent to Seller's obligation to convey the Property to Purchaser under this Agreement that Purchaser provide to Seller evidence satisfactory to Seller in its sole discretion that adequate funding or financing is available, or will be available upon or following Closing, to allow Purchaser to complete the Project on or before the date which is two (2) years following the Closing.

5. **CLOSING.** The purchase and sale contemplated hereunder shall be consummated at the closing (referred to herein as the "Closing") which shall take place no later than the earlier of (i) the date which is thirty (30) days following the expiration of the Review Period or (ii) the date which is three hundred (300) days following the Effective Date. The Closing shall take place at the offices of Seller's counsel set forth below, or at such other place as may be mutually agreeable to the parties hereto.

Offices of Seller's Counsel:

McNair Law Firm, P.A.
104 S. Main Street, Suite 700
Greenville, SC 29601

6. **PRO-RATED ITEMS AND ADJUSTMENTS.** Purchaser shall pay for the title insurance premiums due in connection with the issuance of Purchaser's owner's title insurance policy, if any, and for the cost of any survey (other than the Survey attached as Exhibit A hereto, which shall be paid for by Seller) of the Property prepared at Purchaser's request. Seller shall pay for the preparation of the deed, all deed recording fees (formerly known as documentary tax stamps), and intangible taxes assessed with respect to the deed conveying title to the Property to Purchaser and any withholding taxes required by the South Carolina Department of Revenue. Purchaser and Seller shall each pay their own legal fees related to the transaction contemplated hereby. All rents, if any, shall be prorated as of the date of Closing. All other costs of Closing shall be paid by Seller or Purchaser in accordance with local real estate customs. All real estate taxes for the Property, to the extent such taxes will be due and owing with respect to the Property for the property tax year in which the Closing occurs, shall be prorated in accordance with local

real estate customs and the terms of this Agreement. The adjustments and prorations required under this Agreement shall be computed as of the date of Closing and the cash portion of the purchase price paid to Seller hereunder shall be adjusted to reflect such prorations. In the event accurate prorations or other adjustments cannot be made at Closing because of the lack of necessary information, the parties shall prorate on the best available information, subject to prompt adjustment upon the receipt of the necessary information.

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

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

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

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

- (a) An executed limited warranty deed, satisfactory in form and substance to Purchaser or Purchaser's title insurance company, conveying good and marketable fee simple title to the Property, free and clear of all liens, encumbrances, easements, and restrictions except as may be permitted under this Agreement;
- (b) An executed Owner's Affidavit, lien waiver, and or other agreements (not to include provisions requiring indemnification by Seller) and affidavits satisfactory for the purpose of removing the "standard" exceptions from Purchaser's Owner's Title Insurance Policy for the Property;
- (c) The Grant Agreement and SSRC Agreement executed by Seller in such form and substance as may be mutually agreeable to Seller and Purchaser, and substantially in the respective forms approved by ordinance of Seller's County Council, with such changes as may be permitted by the terms of such ordinance; and
- (d) Such executed easement agreement(s), if any, as may be mutually agreeable to Seller and Purchaser for ingress, egress and parking on, over and across property owned by Seller for the benefit of the Property. Such easement agreement(s) shall be substantially in a form approved by ordinance of Seller's County Council, with such changes as may be permitted by the terms of such ordinance.

8. PURCHASER'S DELIVERIES AT CLOSING. At Closing, Purchaser shall deliver to Seller the executed Grant Agreement, SSRC Agreement, Second Mortgage and any easement agreement agreed upon pursuant to the provisions of Section 4.1 above, all in form and substance mutually agreeable to Seller and Purchaser, and substantially in the forms approved by ordinance of Seller's County Council, with such changes as may be permitted by the terms of such ordinance.

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

10. COMMISSIONS.

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

11. DEFAULT.

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

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

12. REHABILITATION AND DEVELOPMENT OF PROPERTY. Purchaser acknowledges and agrees that this Agreement is being entered into with the expectation that Purchaser develop on the Property, through rehabilitation of existing structures and new construction, hotel, office, restaurant and retail space substantially in accordance with the plans, specifications, projections and/or renderings attached as Exhibit B hereto (the "Project"). Purchaser hereby covenants and agrees that it will complete such rehabilitation and construction of the Project, substantially in accordance with the plans, specifications, projections and/or renderings attached as Exhibit B hereto, on or before the date which is two (2) years following the Closing, and acknowledges that its agreement to so rehabilitate and construct the Project on

the Property by such date is a material term of this Agreement and a material inducement to Seller's agreement to convey the Property to Purchaser under this Agreement.

13. MISCELLANEOUS

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

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

13.3. Survival. Except as otherwise expressly provided herein, it is the express intention and agreement of the parties to this Agreement that all covenants, agreements, statements, representations and warranties made by Purchaser in this Agreement (which shall be deemed to include the matters and information disclosed in any of the Exhibits attached hereto or in any document or instrument delivered by Seller pursuant to the provisions of this Agreement or at or in connection with the Closing), including, without limitation, the specific agreement for the Purchaser to rehabilitate and construct the Facility, shall survive the Closing; and the representations and warranties of Seller under Article 2 above shall survive for one (1) year following the Closing.

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

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

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

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

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

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

(a) If to Purchaser:

Oconee Courthouse Ventures, LLC
Attn.: _____

With a Copy to:

(b) If to Seller:

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

With a copy to:

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

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

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

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

[execution page follows]

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

WITNESSES:

SELLER:

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Its: _____

PURCHASER:

OCONEE COURTHOUSE VENTURES, LLC

By: _____
Its: _____

Exhibit B

Form of Park Agreement

[see attached]

3. **Location of the Park.**

(A) The Park consists of property located in Oconee County and in the City, as is hereinafter more specifically described in Exhibit "A". It is specifically recognized that the Park may from time to time consist of non-contiguous properties. The boundaries of the Park may be enlarged from time to time to include additional parcels, and the boundaries of the Park may be diminished from time to time, all as authorized by ordinances of both of the Counties.

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

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

(D) Notwithstanding the foregoing, for a period of twenty (20) years commencing with the later of the effective date of this Agreement or the effective date of the expansion of the boundaries of the Park to include such parcel, the boundaries of the Park shall not be diminished so as to exclude therefrom any parcel of real estate without the consent of the owner and the Counties and, if applicable, lessee of such parcel, and the City of Seneca; and this sentence of this Agreement may not be modified or deleted herefrom for a period of twenty (20) years commencing with the effective date hereof, except as provided in Section 12 below.

4. **Fee in Lieu of Taxes.** Property located in the Park shall be exempt from ad valorem taxation, only during the term of this Agreement. The owners or lessees of any property situated in the Park which is not otherwise exempt from the payment of taxes in accordance with South Carolina law, shall pay in accordance with and during the term of this Agreement an amount equivalent to the ad valorem property taxes or other in-lieu-of-payments that would have been due and payable but for the location of such property within the Park. Where, in this Agreement, reference is made to payment of *ad valorem* property taxes or other in-lieu-of-payments, such reference shall be construed, in accordance with this Paragraph 5, to mean the *ad valorem* property taxes or other in-lieu-of-payments that would otherwise have been due to be paid to Oconee County, after deduction of all applicable allowances, credits, deductions, and exemptions authorized or required by state law.

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

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

Provided, however, in no event shall Pickens County be responsible for sharing (i) any portion of the costs incurred by Oconee County or the development expenses committed to by Oconee County either on behalf of any tenant of the Park or in conjunction with any State agency or political subdivision prior to the effective date of this Agreement, or (ii) such costs and expenses as are incurred or committed to by Oconee County after the effective date of this Agreement unless, prior to the incurrence or commitment of the costs and expenses referred to in this clause (ii), Oconee County shall have consulted with Pickens County as to the reasonableness of the same and received Pickens County's written concurrence of the reasonableness thereof.

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

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

Any payment by Oconee County to Pickens County of its allocable share of the fees in lieu of taxes from the Park shall be made not later than five (5) days from the end of the calendar quarter in which Oconee County receives such payment from the occupants of the Park. In the event that the payment made by any occupant of the Park is made under protest or is otherwise in dispute, Oconee County shall not be obligated to pay to Pickens County more than Oconee County's share of the undisputed portion thereof until thirty (30) days after the final resolution of such protest or dispute.

7. **Revenue Allocation Within Each County.** Revenues generated by the Park through the payment of fees in lieu of ad valorem property taxes shall be distributed to the Counties according to the proportions established by Paragraph 6. Such revenues allocated to Oconee County shall be subject to distribution as set forth in General Bond Ordinance No. 2010-05 enacted by Oconee County Council on May 4, 2010, Ordinance No. ___ enacted by Oconee County Council on February 5, 2013, and such other ordinances relating to the Park or such distribution as may be enacted by Oconee County Council from time to time. Such revenues received by Pickens County shall be distributed by Pickens County in accordance with one or more ordinances enacted by Pickens County Council relating to the Park or such distribution as may be enacted from time to time. Zero percent (0%) of the Park revenues from payment of fees in lieu of *ad valorem* property taxes shall be paid to any other taxing entity, except as stated herein.

8. **Fees in Lieu of Taxes Pursuant to Code of Laws of South Carolina.** It is hereby agreed that the entry by Oconee County or Pickens County into any one or more negotiated fee-in-lieu-of-tax agreements pursuant to Titles 4 or 12, South Carolina Code, 1976, as amended, or any successor or comparable statutes, with respect to property located within the Park and the terms of such agreements shall be at the sole discretion of the two counties, respectively.

9. **Assessed Valuation.** For the purpose of calculating the bonded indebtedness limitation of the Oconee County Participating Taxing Entities and the Pickens County Participating Taxing Entities and for the purpose of computing the index of taxpaying ability of the School District of each County pursuant to Section 59-20-20(3), Code of Laws of South Carolina, 1976, as amended, allocation of the assessed value of property within the Park to Oconee County and Pickens County shall be identical to the percentage established for the allocation of revenue to each of the counties pursuant to Paragraphs 6 and 7 respectively.

10. **Jobs Tax Credit Valuation.** For purposes of the jobs tax credit authorized by subsections of Section 12-6-3360 of the South Carolina Code, Oconee County is the county in which the permanent business enterprise is deemed to be located. Section 12-6-3360, Code of Laws of South Carolina, 1976, has been amended so as to provide an additional annual corporate income tax credit (currently, as of the date of this Agreement, One Thousand Dollars (\$1,000.00)) beyond the current jobs tax credit amount applicable for new jobs in Oconee County for each new, qualifying full-time job created in the Park.

11. **Non-qualifying Use.** In the event that a tract or site of land located in the Park is purchased and developed by a business enterprise which does not qualify for Oconee County redevelopment incentives, or which locates employees within the Park and all of which employees, because of the nature of their employment, do not qualify for the corporate income tax credit provided in South Carolina Code of Laws, 1976, as amended, Section 12-6-3360 (the "Non-qualifying Site"), Oconee County may remove, by resolution, the Non-qualifying Site from the Park, but only if there are no infrastructure credits, bonds, or other financings or obligations which would be affected by such removal.

12. **Records.** The Counties, parties to this Agreement, covenant and agree that, upon the request of either, the other will provide to the requesting party copies of the records of the annual tax levy and copies of the actual tax bills, for parcels of property encompassed by this Agreement, and will further provide copies of the County Treasurer's collection records for the taxes so imposed, all as such records became available in the normal course of County procedures. It is further agreed that none of the parties shall request such records from any other party more frequently than once annually, absent compelling justification to the contrary.

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

14. **Termination.** Notwithstanding any provision of this Agreement to the contrary, Oconee County and Pickens County agree that this Agreement may not be terminated by either party for a period of twenty (20) years commencing with the effective date hereof.

WITNESS our hands and seals this __ day of _____, 2013.

OCONEE COUNTY, SOUTH CAROLINA

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

ATTEST:

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

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

PICKENS COUNTY, SOUTH CAROLINA

By:

Jennifer H. Willis, Council Chairman,
Pickens County Council
Pickens County, South Carolina

ATTEST:

By:

Donna Owen, Clerk to Council
Pickens County, South Carolina

EXHIBIT "A"

To the Agreement for Development of
Joint County Industrial and Business Park in Oconee County, South Carolina
Oconee County and Pickens County
Dated as of _____, 2013

Location of the Park

- A. Old Courthouse Redevelopment Project
– [property description attached]

Exhibit C

Form of Credit Agreement

[see attached]

SPECIAL SOURCE CREDIT AGREEMENT

THIS SPECIAL SOURCE CREDIT AGREEMENT, dated as of _____ (this "Agreement"), between OCONEE COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina (the "County"), and OCONEE COURTHOUSE VENTURES, LLC, a limited liability company organized and existing under the laws of the State of South Carolina, and authorized to transact in the State of South Carolina (the "Company").

WITNESSETH:

WHEREAS, the County, acting by and through its County Council (the "County Council"), is authorized by Sections 4-1-175 and 4-29-68 of the Code of Laws of South Carolina, 1976, as amended, to provide a credit against or payment derived from the revenues received and retained by the County from a payment in lieu of taxes pursuant to Section 13 of Article VIII of the South Carolina Constitution and Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended, for the purpose of paying the cost of designing, acquiring, constructing, improving, or expanding, among other things: (a) the infrastructure serving the issuer or the project, and (b) for improved or unimproved real estate and personal property including machinery and equipment used in the operation of a manufacturing or commercial enterprise, which property is determined by the County to enhance the economic development of the County; and

WHEREAS, the Company has determined that it intends to acquire, renovate, construct and equip certain real property, buildings, improvements, apparatus, machinery, equipment, furnishings, fixtures and materials for the operation of a hotel, office, restaurant and retail facility (the "Project") within the County; and

WHEREAS, pursuant to ordinances enacted or to be enacted by the County and Pickens County (the "Partner County"), the County and the Partner County have established or will establish a joint-county industrial and business park (the "Park") by entering into an Agreement for the Development of a Joint County Industrial and Business Park (the "Park Agreement"), pursuant to the provisions of Article VIII, Section 13 of the South Carolina Constitution and § 4-1-170 of the Code of Laws of South Carolina, 1976, as amended; and

WHEREAS, the property on which the Project is to be located is included within the boundaries of the Park; and

WHEREAS, in connection with the Park Agreement, the Company or other owners of the Project property located within the Park are obligated to make or cause to be made payments in lieu of taxes to the County (the "Park Fees") in the total amount equivalent to the *ad valorem* property taxes that would have been due and payable but for the location of the Project property within the Park; and

WHEREAS, the County has agreed to provide special source credits to the Company in order to reimburse the Company for a portion of the costs incurred by the Company to acquire and construct certain Infrastructure (as defined herein) in the manner and upon the terms provided herein; and

WHEREAS, the County Council of the County has duly authorized the execution and delivery of this Agreement by Ordinance No. ____, duly enacted by the County Council on _____, 2013 following a public hearing conducted on January 22, 2013, in compliance with the terms of the Act (as defined herein).

NOW, THEREFORE, in consideration of the representations and agreements hereinafter contained, the County and the Company agree as follows:

ARTICLE I

DEFINITIONS

The terms defined in this Article I shall for all purposes of this Agreement have the meanings herein specified, unless the context clearly otherwise requires. Except where the context otherwise requires, words importing the singular number shall include the plural number and *vice versa*.

"Act" shall mean, collectively, Title 4, Chapter 29, and Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended, and all future acts amendatory thereof.

"Agreement" shall mean this Agreement, as the same may be amended, modified or supplemented in accordance with the terms hereof.

"Company" shall mean Oconee Courthouse Ventures, LLC, a South Carolina limited liability company, and its respective successors and assigns.

"Cost" or "Cost of the Infrastructure" means the cost of infrastructure as referred to in Section 4-29-68 of the Code of Laws of South Carolina, 1976, as amended, including, but not limited to, the reasonable cost of designing, acquiring, constructing, improving or expanding the Infrastructure, whether incurred prior to or after the date of this Agreement and including, without limitation, (a) design, engineering and legal fees associated with the Infrastructure; (b) obligations reasonably incurred for labor, materials and other expenses to builders and materialmen in connection with the acquisition, construction, and installation of the Infrastructure; (c) the reasonable cost of construction bonds and of insurance of all kinds that may be required or necessary during the course of construction and installation of the Infrastructure, which is not paid by the contractor or contractors or otherwise provided for; (d) the reasonable expenses for test borings, surveys, test and pilot operations, estimates, plans and specifications and preliminary investigations therefor, and for supervising construction, as well as for the performance of all other duties required by or reasonably necessary in connection with the acquisition, construction, and installation of the Infrastructure; and (e) all other reasonable

costs which shall be required under the terms of any contract for the acquisition, construction, and installation of the Infrastructure, including but not limited to legal expenses incurred in connection with this Agreement and the transactions related thereto.

"County" shall mean Oconee County, South Carolina.

"Event of Default" shall mean any of the occurrences described in Section 5.01 hereof.

"Infrastructure" shall have the meaning assigned by Section 4-29-68 of the Code of Laws of South Carolina, 1976, as amended, and shall include, without limitation, (a) infrastructure serving the County or the Project, and (b) improved or unimproved real estate and personal property including machinery and equipment used in the operation of the Project, to the maximum extent permitted by the Act, as amended by Act 290 of the 2009-2010 Session of the South Carolina General Assembly.

"Ordinance" shall mean ordinance number _____, finally enacted by the County Council on _____, 2013 authorizing the execution and delivery of this Agreement.

"Minimum Investment" shall have the meaning set forth for such term in Section 2.04 hereof.

"Park" shall mean the Joint-County Industrial and Business Park established pursuant to the Park Agreement.

"Park Agreement" shall mean the Agreement for the Development of a Joint County Industrial and Business Park, dated _____, 2013, between the County and the Partner County, as such agreement may be amended or supplemented from time to time.

"Park Fees" shall mean, in any tax year, payments in lieu of taxes received and retained by the County, in accordance with the terms of the Park Agreement.

"Partner County" shall mean Pickens County, South Carolina.

"Project" shall mean the land, buildings, machinery, equipment, furnishings, structures, fixtures, appurtenances and other materials acquired, renovated or constructed by the Company for the purpose of operating a hotel, office, restaurant and retail facility in the County.

"Special Source Credit" shall mean the special source credit set forth in Section 3.02 hereof against the Company's Park Fees for the Project as authorized by the Act to reimburse the Company for a portion of the Cost of the Infrastructure.

"Threshold Date" shall have the meaning given such term in Section 2.04 hereof.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

SECTION 2.01. Representations by the County. The County makes the following representations and covenants as the basis for the undertakings on its part herein contained:

(a) The County is a body politic and corporate, and a political subdivision of the State of South Carolina and is authorized and empowered by the provisions of the Act to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. By proper action by the County Council, the County has been duly authorized to execute and deliver this Agreement, and any and all agreements collateral thereto.

(b) The County proposes to reimburse the Company for a portion of the Cost of the Infrastructure for the purpose of promoting the economic development of the County. Pursuant to the Ordinance, the County Council has determined that the Infrastructure will enhance the economic development of the County.

(c) To the best of its knowledge, the County is not in violation of the provisions of the laws of the State of South Carolina, where any such violation would affect the validity or enforceability of this Agreement.

(d) To the best of its knowledge, the authorization, execution, and delivery of this Agreement, and the compliance by the County with the provisions hereof, will not conflict with or constitute a breach of, or a default under, any existing law, court or administrative regulation, decree, order or any provision of the Constitution or laws of the State relating to the establishment of the County or its affairs, or any agreement, mortgage, lease, or other instrument to which the County is subject or by which it is bound.

(e) To the best of its knowledge, the execution and delivery of this Agreement, the enactment of the Ordinance, and performance of the transactions contemplated hereby and thereby do not and will not, to the County's knowledge, conflict with, or result in the violation or breach of, or constitute a default or require any consent under, or create any lien, charge or encumbrance under the provisions of (i) the South Carolina Constitution or any law, rule, or regulation of any governmental authority, (ii) any agreement to which the County is a party, or (iii) any judgment, order, or decree to which the County is a party or by which it is bound; there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, or before or by any court, public body, or public board, known to the County which is pending or threatened challenging the creation, organization or existence of the County or its governing body or the power of the County to enter into the transactions contemplated hereby or wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or would affect the validity, or adversely affect the enforceability, of this Agreement, or any other agreement or instrument to which the County is a party and which is to be used in connection with or is contemplated by this Agreement, nor to the best of the knowledge of the County is there any basis therefor.

SECTION 2.02. Representations by the Company. The Company makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) The Company is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of South Carolina, is authorized to do business in the State of South Carolina, and has power to enter into this Agreement, and by proper corporate action has duly authorized the execution and delivery of this Agreement.

(b) This Agreement has been duly executed and delivered by the Company and constitutes the legal, valid, and binding obligation of the Company, enforceable in accordance with its terms except as enforcement thereof may be limited by bankruptcy, insolvency, or similar laws affecting the enforcement of creditors' rights generally.

(c) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement, will result in a material breach of any of the terms, conditions, or provisions of any corporate restriction or any agreement or instrument to which the Company is now a party or by which it is bound, or will constitute a default under any of the foregoing, or result in the creation or imposition of any lien, charge, or encumbrance of any nature whatsoever upon any of the property or assets of the Company, other than as may be created or permitted by this Agreement.

(d) The reimbursement to the Company of a portion of the Cost of the Infrastructure by the County has been instrumental in inducing the Company to undertake the Project in the County.

SECTION 2.03. Covenants of County.

(a) The County will at all times maintain its corporate existence and will use its best efforts to maintain, preserve, and renew all its rights, powers, privileges, and franchises; and it will comply with all valid acts, rules, regulations, orders, and directions of any legislative, executive, administrative, or judicial body applicable to this Agreement.

(b) The County covenants that it will from time to time and at the expense of the Company execute and deliver such further instruments and take such further actions as may be reasonable and as may be required to carry out the purpose of this Agreement; provided, however, that such instruments or actions shall never create or constitute an indebtedness of the County within the meaning of any state constitutional provision (other than the provisions of Article X, Section 14(10) of the South Carolina Constitution) or statutory limitation and shall never constitute or give rise to a pecuniary liability of the County or a charge against its general credit or taxing power or pledge the credit or taxing power of the State of South Carolina, or any other political subdivision of the State of the South Carolina.

SECTION 2.04. Covenants of the Company. The Company will invest not less than \$5,000,000 in the Project (the "Minimum Investment") in connection with the Project on or prior

to the date which is five (5) years after the last day of the property tax year in which any Infrastructure which comprises a portion of the Project is first placed in service (the "Threshold Date"). Investment by the Company in property which is exempt from *ad valorem* taxation and payments in lieu of taxes in the State of South Carolina shall not be included in calculating whether the Company has met the Minimum Investment. Additionally, to the extent that any of the Project property is comprised of property which has previously been subject to depreciation (prior to its location or relocation in the State of South Carolina) for purposes of calculating *ad valorem* taxes and payments in lieu of taxes applicable thereto, the depreciated value of such Project property at the time of its location or relocation in the State of South Carolina, rather than the original cost of such Project property, shall be included in calculating whether the Company has met the Minimum Investment.

ARTICLE III

SPECIAL SOURCE CREDITS

SECTION 3.01. Payment of Cost of the Infrastructure. The Company agrees to initially pay, or cause to be paid, all Cost of the Infrastructure as and when due. The Company agrees that, as of any date during the term of this Agreement, the cumulative dollar amount expended by the Company on Cost of the Infrastructure shall equal or exceed the cumulative dollar amount of the Special Source Credit received by the Company. Prior to the first year's Infrastructure Reimbursement Payment to be paid or credited to the Company, the Company shall certify to the County the cumulative total amount of Cost of the Infrastructure as of no later than December 31 of the prior year or, if the Company has elected a fiscal year ending on a date other than December 31, then as of no later than the last day of the Company's immediately preceding fiscal year. The form of such certification is attached hereto as Exhibit A. The Company shall re-certify the cumulative amount of Cost of the Infrastructure incurred by the Company if, in any year in which an Special Source Credit is to be received by the Company, the cumulative amount of Special Source Credits received by the Company will exceed the cumulative Cost of the Infrastructure as previously certified. If requested by the County, the Company shall provide the County with receipts or other documentation substantiating the Costs of the Infrastructure, the form of such documentation to be in such form reasonably acceptable to the County.

Additionally, during the period in which Infrastructure Reimbursement Payments are to be made or credited to the Company under this Agreement, the Company shall annually certify as of December 31 (or, if the Company has elected a fiscal year ending on a date other than December 31, then as of the last day of the Company's fiscal year) the amount of investment in the Project (based on an income tax basis without regard to depreciation). If requested by the County, the Company shall provide the County with documentation substantiating the maintenance of capital investment in connection with the Project, the form of such documentation to be in such form reasonably acceptable to the County. To the extent that any of the investment in the Project referred to herein is comprised of property which has previously been subject to depreciation (prior to its location or relocation in the State of South Carolina) for purposes of calculating *ad valorem* taxes and payments in lieu of taxes applicable thereto, the depreciated value of such Project property at the time of its location or relocation in the State of

South Carolina, rather than the original cost of such Project property, shall be the amount certified by the Company to the County.

SECTION 3.02. Special Source Credits.

(a) Provided that as of any date during the term of this Agreement the cumulative dollar amount expended by the Company on Cost of the Infrastructure shall equal or exceed the cumulative dollar amount of the Special Source Credits received by the Company, and further provided the Company has met its obligations under and is in compliance with the provisions of this Agreement, and subject to the maintenance requirements below, the County shall provide five (5) consecutive annual Special Source Credits to the Company derived from the Park Fees for the Project which shall be in an amount as necessary to reduce the Company's personal property tax liability in connection with the Project for such year to \$2,000. The first Special Source Credit shall be calculated as described above based on Park Fees for the property tax bill (or fee-in-lieu of tax bill) for the year immediately following the year in which personal property which comprises part of the Project is first placed in service. For purposes of illustration only, and without limitation of the foregoing or anything else contained herein, if personal property which comprises part of the Project is first placed in service in 2013, the first Special Source Credit shall be applied against the 2014 personal property tax bill (or fee-in-lieu of tax bill) paid by the Company on behalf of the Project in the Park.

If the Company fails to make the Minimum Investment by the Threshold Date, the Company shall lose the benefit of the Special Source Credits provided for in this Agreement retroactively and prospectively, with re-payment and interest at the statutory rate for non-payment of *ad valorem* taxes due to the County on any previous Special Source Credits received by the Company pursuant to this Agreement. Any amounts due to the County by virtue of the retroactive application of this Subsection (a) shall be paid within 90 days following written notice thereof from the County to the Company.

In the event that the Company meets the Minimum Investment prior to the Threshold Date, but the Company's investment in the Project based on an income tax basis without regard to depreciation falls below the Minimum Investment prior to the final Special Source Credit to be received by the Company, then the Company shall not be entitled to receive the Special Source Credit for any such year in which the Minimum Investment is not maintained. To the extent that any of the investment in Project property is comprised of property which has previously been subject to depreciation (prior to its location or relocation in the State of South Carolina) for purposes of calculating *ad valorem* taxes and payments in lieu of taxes applicable thereto, the depreciated value of such Project property at the time of its location or relocation in the State of South Carolina, rather than the original cost of such Project property, shall be included in calculating whether the Company has maintained the Minimum Investment.

(b) THIS AGREEMENT AND THE SPECIAL SOURCE CREDITS PROVIDED FOR HEREUNDER ARE LIMITED OBLIGATIONS OF THE COUNTY PROVIDED BY THE COUNTY SOLELY FROM THE PARK FEES RECEIVED FOR THE PROJECT IN THE PARK AND RETAINED BY THE COUNTY PURSUANT TO THE PARK AGREEMENT, AND DO NOT AND SHALL NEVER CONSTITUTE AN INDEBTEDNESS OF THE

COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL PROVISION (OTHER THAN THE PROVISIONS OF ARTICLE X, SECTION 14(10) OF THE SOUTH CAROLINA CONSTITUTION) OR STATUTORY LIMITATION AND DO NOT AND SHALL NEVER CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWER. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY ARE NOT PLEDGED FOR THE INFRASTRUCTURE REIMBURSEMENT PAYMENTS.

(c) No breach by the County of this Agreement shall result in the imposition of any pecuniary liability upon the County or any charge upon its general credit or against its taxing power. The liability of the County under this Agreement or of any warranty herein included or for any breach or default by the County of any of the foregoing shall be limited solely and exclusively to the annual Park Fees with respect to the Project received and retained by the County, if any. The County shall not be required to execute or perform any of its duties, obligations, powers, or covenants hereunder except to the extent of the Park Fees received and retained by the County.

SECTION 3.03. Personal Property. To the extent necessary to offset Special Source Credits, Infrastructure shall first be deemed to include real property, notwithstanding any presumptions otherwise provided by law. To the extent that Special Source Credits are utilized to reimburse the Company for its investment in personal property, including machinery and equipment, removal of such personal property shall be subject to the provisions of Section 4-29-68(A)(2)(ii) of the Code of Laws of South Carolina 1976, as amended, and any successor legislation.

ARTICLE IV

CONDITIONS AND COVENANTS

SECTION 4.01. Documents to be Provided by County. Prior to or simultaneously with the execution and delivery of this Agreement, the County shall provide to the Company:

(i) A copy of the Ordinance, duly certified by the Clerk to County Council under its corporate seal to have been duly enacted by the County and to be in full force and effect on the date of such certification; and

(ii) Such additional certificates (including appropriate no-litigation certificates and certified copies of ordinances, resolutions, or other proceedings adopted by the County), instruments or other documents as the Company may reasonably request.

SECTION 4.02. Assignment. The Company may not assign its rights in and to this Agreement without the prior written consent or subsequent ratification of the County.

ARTICLE V

DEFAULTS AND REMEDIES

SECTION 5.01. Events of Default.

(a) If the County shall fail duly and punctually to perform any covenant, condition, agreement or provision contained in this Agreement on the part of the County to be performed, which failure shall continue for a period of thirty (30) days after written notice by the Company specifying the failure and requesting that it be remedied is given to the County by first-class mail, the County shall be in default under this Agreement (an "Event of Default").

(b) If the Company or its successors and assigns shall fail duly and punctually to perform any covenant, condition, agreement or provision contained in this Agreement on the part of the Company to be performed, which failure shall continue for a period of thirty (30) days after written notice by the County specifying the failure and requesting that it be remedied is given to the Company or its successors and assigns by first-class mail, the Company or its successors and assigns shall be in default under this Agreement (an "Event of Default").

SECTION 5.02. Legal Proceedings. Upon the happening and continuance of any Event of Default, then and in every such case the non-defaulting party in its discretion may:

(a) by mandamus, or other suit, action, or proceeding at law or in equity, enforce all of its rights and require the defaulting party to carry out any agreements with or for its benefit and to perform its or their duties under the Act and this Agreement;

(b) bring suit upon this Agreement;

(c) by action or suit in equity require the defaulting party to account as if it were the trustee of an express trust for the non-defaulting party;

(d) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of the non-defaulting party's rights; or

(e) terminate this Agreement.

SECTION 5.03. Remedies Not Exclusive. No remedy in this Agreement conferred upon or reserved to the Company or the County is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

SECTION 5.04. Nonwaiver. No delay or omission of the Company or the County to exercise any right or power accruing upon any default or Event of Default shall impair any such

right or power or shall be construed to be a waiver of any such default or Event of Default, or an acquiescence therein; and every power and remedy given by this Article V to the Company or the County may be exercised from time to time and as often as may be deemed expedient.

ARTICLE VI

MISCELLANEOUS

SECTION 6.01. Successors and Assigns. All the covenants, stipulations, promises, and agreements in this Agreement contained, by or on behalf of, or for the benefit of, the County, shall bind or inure to the benefit of the successors of the County from time to time and any officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County, shall be transferred.

SECTION 6.02. Provisions of Agreement for Sole Benefit of County and Company. Except as in this Agreement otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any party other than the County and the Company any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the County and the Company.

SECTION 6.03. Severability. In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, the illegality or invalidity shall not affect any other provision of this Agreement, and this Agreement shall be construed and enforced as if the illegal or invalid provisions had not been contained herein or therein.

SECTION 6.04. No Liability of Personnel of County or Company. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any member, agent, or employee of the County or its governing body or the Company or any of its officers, employees, or agents in his individual capacity, and neither the members of the governing body of the County nor any official executing this Agreement shall be liable personally for the Special Source Credits or under this Agreement or be subject to any personal liability or accountability by reason thereof.

SECTION 6.05. Notices. All notices, certificates, requests, or other communications under this Agreement shall be sufficiently given and shall be deemed given, unless otherwise required by this Agreement, when (i) delivered or (ii) sent by facsimile and confirmed by United States first-class registered mail, postage prepaid, addressed as follows:

(a) if to the County:

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

(b) if to the Company:

The County and the Company may, by notice given under this Section 6.05, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

SECTION 6.06. Applicable Law. The laws of the State of South Carolina shall govern the construction of this Agreement.

SECTION 6.07. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same instrument.

SECTION 6.08. Amendments. This Agreement may be amended only by written agreement of the parties hereto.

SECTION 6.09. Waiver. Either party may waive compliance by the other party with any term or condition of this Agreement only in a writing signed by the waiving party.

[execution page follows]

IN WITNESS WHEREOF, Oconee County, South Carolina, has caused this Agreement to be executed by the County Administrator and its corporate seal to be hereunto affixed and attested by the Clerk to County Council, as of the day and year first above written.

OCONEE COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
County Administrator
Oconee County, South Carolina

ATTEST:

By: _____
Clerk to County Council
Oconee County, South Carolina

IN WITNESS WHEREOF, Oconee Courthouse Ventures, LLC has caused this Agreement to be executed as of the day and year first above written.

OCONEE COURTHOUSE VENTURES

By: _____
[INSERT]
Its: [INSERT]

Exhibit D

Form of Project Grant Agreement

[see attached]

1. Grant Funds. Subject to the conditions and limitations set forth herein, the County agrees to provide a grant (the "Grant") in the approximate amount of Five Hundred Thousand and No/100 Dollars (\$500,000.00) to be used to defray a portion of the cost of the Project. The Company agrees to expend Grant funds exclusively on costs of the Project, such costs not to include salaries or other compensation of members or employees of the Company or its affiliates. Notwithstanding anything contained in this Grant Agreement, the County shall have no obligation to provide or make available the Grant or any Grant funds prior to the occurrence of both the following:
 - a. the Closing of the acquisition of the Property by the Company pursuant to the terms of the Purchase Agreement; and
 - b. receipt by the County of evidence satisfactory to the County, in its sole discretion, that sufficient funds or financing are in the possession and control of, or are or will be available to, the Company to allow the Company to complete the Project substantially in accordance with the plans set forth on Exhibit A hereto on or before the date which is two (2) years following the date of this Grant Agreement.

2. Repayment of Grant Funds. Grant funds shall be repaid by the Company to the County as set forth below.
 - a. *Grant Funds Not Used*. Any Grant funds not used for activities authorized herein will be returned to the County immediately upon completion of the Project.
 - b. *Full Repayment of Grant Funds*. Without limitation of the foregoing, the Company shall be obligated to repay to the County the full amount of the Grant funds upon the earlier of:
 - i. the date which is fifteen (15) days following the date of the Company's receipt of written notice from the County of a breach or default by the Company of its obligations under this Grant Agreement, the Purchase Agreement, the Credit Agreement or any mortgage or security agreement securing the Company's obligations hereunder (the "Agreements") prior to completion of the Project substantially in accordance with the plans and specifications set forth on Exhibit A and issuance of a certificate of occupancy therefor; or
 - ii. the date which is two (2) years following the date of this Grant Agreement, in the event the Project has not been completed substantially in accordance with the plans and specifications set forth on Exhibit A hereto and a certificate of occupancy issued therefor on or before such date.

- c. *Partial Repayment of Grant Funds.* Without limitation of the foregoing, in the event that the Project is completed substantially in accordance with the plans and specifications set forth on Exhibit A and a certificate of occupancy is issued therefor on or before the date which is two (2) years following the date of this Grant Agreement, thereafter the Company shall repay to the County the amount of One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00) on the earlier of:
- i. the date on which the Property or the Project is sold or otherwise conveyed or leased by the Company to a third party without the prior written approval of such sale, conveyance or lease by the County;
 - ii. the date which is fifteen (15) days following the date of the Company's receipt of written notice from the County of a breach or default by the Company of its obligations under the Agreements; or
 - iii. the date which is five (5) years following the date of this Grant Agreement.
3. Expenditure of Grant Funds. The Company shall provide to the County a detailed accounting of the expenditure of Grant funds at any time upon the request of the County Administrator or other County staff.
4. Assignment. Neither this Grant Agreement nor any of the rights or obligations created hereunder may be assigned by either party hereto without the prior written consent of the other party.
5. Cross Default. This Grant Agreement is entered into in connection with the Purchase Agreement and the Credit Agreement, and any default by the Company under either the Purchase Agreement or the Credit Agreement, or any default by the Company under any mortgage or security agreement securing the Company's obligations under this Grant Agreement, shall be a default under this Grant Agreement.
6. Notices. All notices, requests, consents and other communications hereunder shall be in writing and shall be personally delivered or mailed by First Class, Registered or Certified Mail, return receipt requested, postage prepaid, as follows:

If to Purchaser:

Oconee Courthouse Ventures, LLC

Attn.: _____

With a Copy to:

If to Seller:

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

With a copy to:

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

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

7. Invalid Provisions. In the event any one or more of the provisions contained in this Grant Agreement shall be for any reason held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Grant Agreement, and this Grant Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein.
8. Time of Essence. Both parties hereto specifically agree that time is of the essence to this Grant Agreement with respect to the performance of the obligation of the parties under this Grant Agreement.
9. Governing Law. This Grant Agreement shall be governed by and construed under the laws of the State of South Carolina.
10. Headings. The headings as used herein are for convenience or reference only and shall not be deemed to vary the content of this Grant Agreement or the covenants, agreements, representations, and warranties set forth herein or limit the provisions or scope of this Grant Agreement.

11. Pronouns. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the person or entity may require.
12. Binding Effect. Without limitation of the provisions of this Grant Agreement limiting assignment, this Grant Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective, heirs, devisees, personal representatives, successors and assigns.
13. Completeness; Modification. This Grant Agreement constitutes the entire agreement between the parties hereto with respect to the transaction contemplated herein and it supersedes all prior discussions, undertakings or agreements between the parties. This Grant Agreement shall not be modified except by a written agreement executed by both parties.
14. Counterparts. To facilitate execution, this Grant Agreement may be executed in as many counterparts as may be deemed appropriate by the parties, all of which, together, shall comprise but one (1) and the same agreement.
15. Findings of County Council. The County, acting by and through the Oconee County Council ("County Council"), hereby adopts all of the statements of the preamble of this Grant Agreement as findings of County Council, justifying the public acts authorized hereby.

[execution page follows]

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

WITNESSES:

SELLER:

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Its: _____

PURCHASER:

OCONEE COURTHOUSE VENTURES, LLC

By: _____
Its: _____

Exhibit A

Project Plans and Specifications

[see attached]

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2013-05**

AN ORDINANCE AUTHORIZING THE EXECUTION AND
DELIVERY OF AN INFRASTRUCTURE TAX CREDIT
AGREEMENT BETWEEN OCONEE COUNTY, SOUTH
CAROLINA AND TECHNOLOGY SOLUTIONS OF SC INC.;
AND OTHER MATTERS RELATING THERETO

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 4, Chapter 1 and Title 12, Chapter 37 (jointly hereinafter 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 an infrastructure tax credit agreement, as defined in the Act, with respect to any such project; and

WHEREAS, Technology Solutions of SC Inc., a company duly incorporated under the laws of the State of South Carolina (the "Company") (also known by the County as Project Zeta), has requested the County to participate (i) in executing an Inducement Agreement, and an Infrastructure Tax Credit Agreement (the "Infrastructure Tax Credit Agreement" or "ITC Agreement") for the purpose of authorizing and of acquiring and expanding, by construction and purchase, certain machinery, apparati, and equipment, for the purpose of the providing information technology services for which the minimum level of new taxable investment will be not less than One Million Two Hundred Fifty Thousand Dollars (\$1,250,000) in new qualifying taxable investment in the County and will result in the creation of approximately seven (7) new, full-time jobs, and all as more fully set forth in the Inducement Agreement (previously authorized by Resolution of the County on February 19, 2013); and

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

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

WHEREAS, the County Council has previously determined to enter into and execute the aforesaid Inducement Agreement and an Infrastructure Tax Credit Agreement and to that end has, by its Resolution adopted on February 19, 2013, authorized the execution of an Inducement Agreement and will by this County Council Ordinance, authorize an ITC Agreement; and

WHEREAS, the County Council has caused to be prepared and presented to this meeting the form of the ITC Agreement by and between the County and the Company which includes the agreement for payment of a payment in lieu of tax in the Park (defined herein); 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 site at which the Project is to be constructed, will be located in a multi-county industrial/business park between the County and Pickens County (the "Park") under and pursuant to the provisions of the Act; and

WHEREAS, the County is authorized by the provisions of the Act to provide an infrastructure tax credit (the "Infrastructure Tax Credit"), secured by and payable solely from revenues of the County from payments in lieu of taxes in the Park pursuant to Article VIII, Section 13 of the South Carolina Constitution and the Act, for the purpose of defraying a portion of the cost of designing, acquiring, constructing, improving or expanding the infrastructure serving the County in order to enhance the economic development of the County; and

WHEREAS, to the extent within its authority and control, using its best reasonable efforts, the County does hereby agree, subject to the requirements of Section 4-1-170 and Section 4-1-175 of the Act, respectively, including without limitation, obtaining the consent of the City of Seneca or any other incorporated municipality within which the Project Property may be incorporated prior to execution of the Park Agreement and the Home Rule Act, to insuring that the Project Property will be placed in a Park with Pickens County, and provide an Infrastructure Tax Credit against payments in lieu of taxes from the Project in the Park in an annual amount equal to Thirty percent (30%) of the payments in lieu of taxes allocated to the County taxing entities pursuant to the agreement creating the Park (the "Park Agreement") for five (5) consecutive years of fee in lieu of tax payments by the Project in the Park pursuant to the Park Agreement, beginning with the payment due (without penalty on or before January 15, 2015 and such that the Infrastructure Credit will never exceed, at any point in time, the actual cost of Project Infrastructure to that point.

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

Section 1. 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 develop a facility in the State, and acquire by acquisition or construction and various machinery, apparatus, and equipment, all as a part of the Project to be utilized for the purpose of the

development of a facility for the provision of information technology services, the execution and delivery of an ITC Agreement with the Company for the Project is hereby authorized, ratified and approved.

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

(a) The Project, the payments in lieu of taxes set forth herein, and the new jobs created are beneficial to the County;

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

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

(d) 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;

(e) 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;

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

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

Section 3. Pursuant to the authority of the Act, there is hereby authorized to be provided, and shall be provided, the Infrastructure Tax Credit of the County to the Company in the amount of Thirty percent (30%) of the Fee Payments from the Project in the Park pursuant to the Park Agreement, beginning with the Fee Payment due (without penalty) not later than January 15, 2015.

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

Section 4. The form, terms and provisions of the ITC 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 ITC 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 ITC Agreement in the name and on behalf of the County, and thereupon to cause the ITC Agreement to be delivered to the Company. The ITC 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 ITC Agreement now before this meeting.

Section 5. 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 ITC Agreement and the performance of all obligations of the County under and pursuant to the ITC Agreement and this Ordinance.

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

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

Passed and approved this 19th day of March 2013

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: February 19, 2013
Second Reading: March 5, 2013
Public Hearing: March 19, 2013
Third Reading: April 16, 2013

INFRASTRUCTURE CREDIT AGREEMENT

between

OCONEE COUNTY, SOUTH CAROLINA

and

TECHNOLOGY SOLUTIONS OF SC INC.
a South Carolina corporation

Dated as of April 1, 2013

TABLE OF CONTENTS

	Page
ARTICLE I	
1.01. Definitions.....	2
ARTICLE II	
2.01. Representations by the County.....	4
2.02. Representations by the Company.....	5
2.03. Covenants of County.....	5
ARTICLE III	
3.01. Payment of Costs of Infrastructure.....	6
3.02. Completion of Infrastructure.....	6
3.03. Infrastructure Tax Credits	6
ARTICLE IV	
4.01. Documents to be Provided by County.....	7
4.02. Transfers of Project.....	7
4.03. Assignment by County.....	7
ARTICLE V	
5.01. Creation of Security Interest.....	8
5.02. Indebtedness Secured.....	8
ARTICLE VI	
6.01. Events of Default.....	8
6.02. Legal Proceedings by Company.....	8
6.03. Remedies of the County.....	9
6.04. Remedies Not Exclusive.....	9
6.05. Nonwaiver.....	9
ARTICLE VII	
7.01. Successors and Assigns.....	9
7.02. Provisions of Agreement for Sole Benefit of County and Company	9
7.03. Severability.....	9
7.04. No Liability for Personnel of County or Company.....	9
7.05. Notices.....	10
7.06. Applicable Law.....	10
7.07. Counterparts.....	10
7.08. Amendments.....	10
7.09. Waiver.....	10

SIGNATURES AND SEALS

EXHIBITS A & B

INFRASTRUCTURE CREDIT AGREEMENT

THIS INFRASTRUCTURE CREDIT AGREEMENT, dated as of April 1, 2013 (the "Agreement"), between OCONEE COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina (the "County"), and TECHNOLOGY SOLUTIONS OF SC INC., a company incorporated and existing under the laws of the State of South Carolina (the "Company").

WITNESSETH:

WHEREAS, the County, acting by and through its County Council (the "County Council") is authorized by Sections 4-1-175, 4-12-30(K)(3), and 4-29-68 of the Code of Laws of South Carolina, 1976, as amended, to provide financing or reimbursement of expenses, secured by and payable solely from revenues of the County derived from payments in lieu of taxes pursuant to Article VIII, Section 13 of the South Carolina Constitution, for the purpose of defraying the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County and for, in this instance, improved and unimproved real estate used for the purpose of the providing information technology services in order to enhance the economic development of the County and the City of Seneca; and

WHEREAS, in accordance with the provisions of an Inducement Agreement dated February 19, 2013, between the Company and the County, the Company has determined that it intends to develop, construct, or cause to be constructed, furnished and equipped, manufacturing and/or office buildings, including machinery and equipment, on the tract of land described on the attached Exhibit A (the land as so improved by such facilities and including such personal property as may be located thereon is hereinafter referred to as the "Project"), for the purposes described in the preceding paragraph, which Project will involve an investment of not less than \$1,250,000 in new qualifying taxable investment in the County the Project in the County, all by not later than December 31, 2018; and

WHEREAS, the County and Pickens County have established a joint county industrial business park (the "Park") by entering into an Agreement for Development of the Joint County Industrial Park, as amended from time to time (the "Park Agreement"), pursuant to the provisions of Article VIII, Section 13 of the South Carolina Constitution; and

WHEREAS, the County has (i) included the Project site in the Park with Pickens County, and is providing herein an infrastructure credit against payments in lieu of taxes from the Project in the Park in an annual amount equal to Thirty percent (30%) of the payments in lieu of taxes allocated to the County taxing entities pursuant to the agreement creating the Park for five (5) consecutive years of fee in lieu of tax payments on the Project in the Park pursuant to the Park Agreement. No Infrastructure Credit will be due to the Company for fee in lieu of tax payments on the Project in the Park due on or before January 15, 2014, and no Infrastructure Credit will be due, at all, if the County is unable to place the Project Property into a Park, despite using its best reasonable efforts to do so.

WHEREAS, pursuant to the provisions of the Park Agreement, the Company is obligated to make or cause to be made payments in lieu of taxes to Oconee County (the "Oconee Fee Payments") and to Pickens County (the "Pickens Fee Payments") in the total amount equivalent to the ad valorem property taxes that would have been due and payable but for the location of the Project within the Park; and

WHEREAS, the County Council has duly authorized execution and delivery of this Agreement by an ordinance duly enacted by the County Council on March 19, 2013, following a public hearing held on March 19, 2013, in compliance with the terms of the Act (as defined herein).

NOW, THEREFORE, in consideration of the representations and agreements hereinafter contained, the County and the Company agree as follows:

ARTICLE I

DEFINITIONS

The terms defined in this Article I shall for all purposes of this Agreement have the meanings herein specified, unless the context clearly otherwise requires. Except where the context otherwise requires, words importing the singular number shall include the plural number and *vice versa*.

"Act" shall mean, collectively, Title 4, Chapter 29, Title 4, Chapter 12, and Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended, and all future acts amendatory thereof.

"Agreement" shall mean this Agreement, as the same may be amended, modified or supplemented in accordance with the terms hereof.

"Authorized Company Representative" shall mean any person or persons at the time designated to act on behalf of the Company by a written certificate furnished to the County containing the specimen signature of each such person and signed on behalf of the Company by its President.

"Authorized County Representative" shall mean the County Administrator or such other person or persons at the time designated to act on behalf of the County by a written certificate furnished to the Company containing the specimen signature of each such person and signed on behalf of the County by its Chairman of County Council and the Clerk to County Council.

"Company" shall mean Technology Solutions of SC Inc., its successors and assigns.

"Cost" or "Cost of the Infrastructure" shall mean the cost of acquiring, by construction and purchase, the Infrastructure and shall be deemed to include, whether incurred prior to or after the date of the Agreement: (a) obligations incurred for labor, materials, and other expenses to builders and materialmen in connection with the acquisition, construction, and installation of the Infrastructure; (b) the cost of construction bonds and of insurance of all kinds that may be required

or necessary during the course of construction and installation of the Infrastructure, which is not paid by the contractor or contractors or otherwise provided for; (c) the expenses for test borings, surveys, test and pilot operations, estimates, plans and specifications and preliminary investigations therefor, and for supervising construction, as well as for the performance of all other duties required by or reasonably necessary in connection with the acquisition, construction, and installation of the Infrastructure; and (d) all other costs which shall be required under the terms of any contract for the acquisition, construction, and installation of the Infrastructure.

"County" shall mean Oconee County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina and its successors and assigns.

"Event of Default" shall mean, with reference to this Agreement, any of the occurrences described in Section 6.01 hereof.

"Financing Statement" shall mean a financing statement or a continuation statement filed pursuant to the provisions of the Uniform Commercial Code of the State or such other jurisdiction the laws of which are applicable with respect to the security interests created under this Agreement.

"Infrastructure" shall mean such of the Project's real estate, buildings, site improvements internal roads, parking and all improvements thereon, as are permitted under the Act, including those set forth on Exhibit B attached hereto, whether owned by the Company or not.

"Infrastructure Credit" shall mean the credit against the Company's fee in lieu of tax payments, to reimburse the Company for the Cost of the Infrastructure, in the amounts set forth in Section 3.03 hereof.

"Oconee Fee Payments" shall mean payments in lieu of taxes made to the County with respect to the Project by the Company, as required by the Park Agreement, minus payments due to Pickens County.

"Ordinance" shall mean the ordinance enacted by the County Council on March 19, 2013 authorizing the execution and delivery of this Agreement.

"Park" shall mean the Joint County Industrial and Business Park established pursuant to the terms of the Park Agreement.

"Park Agreement" shall mean the Agreement for Development of the Joint County Industrial and Business Park between the County and Pickens County, South Carolina, initially dated January 16, 2007 and as amended or supplemented from time to time.

"Person" shall mean an individual, a corporation, a partnership, an association, a joint stock company, a trust, any unincorporated organization, or a government or political subdivision.

“Premises” shall mean the real property location described in Exhibit A attached hereto and as such may be supplemented from time to time by consent of the County and the Company.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

SECTION 2.01. Representations by the County. The County makes the following representations and covenants as the basis for the undertakings on its part herein contained:

(a) The County is a body politic and corporate and a political subdivision of the State of South Carolina and is authorized and empowered by the provisions of the Act to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. By proper action by the County Council, the County has been duly authorized to execute and deliver this Agreement and any and all agreements collateral thereto.

(b) The County proposes to reimburse the Company for a portion of the Cost of the Infrastructure, including the purchase of improved real property, for the purpose of promoting the economic development of the County.

(c) The County is not in default under any of the provisions of the laws of the State of South Carolina, where any such default would affect the validity or enforceability of this Agreement.

(d) The authorization, execution, and delivery of this Agreement, and the compliance by the County with the provisions hereof, will not, to the County's knowledge, conflict with or constitute a breach of, or a default under, any existing law, court or administrative regulation, decree, order or any provision of the Constitution or laws of the State relating to the establishment of the County or its affairs, or any agreement, mortgage, lease, or other instrument to which the County is subject or by which it is bound.

(e) The execution and delivery of this Agreement, the enactment of the Ordinance, and performance of the transactions contemplated hereby and thereby do not and will not, to the County's knowledge, conflict with, or result in the violation or breach of, or constitute a default or require any consent under, or create any lien, charge or encumbrance under the provisions of (i) the South Carolina Constitution or any law, rule, or regulation of any governmental authority, (ii) any agreement to which the County is a party, or (iii) any judgment, order, or decree to which the County is a party or by which it is bound; there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, or before or by any court, public body, or public board, known to the County which is pending or threatened challenging the creation, organization or existence of the County or its governing body or the power of the County to enter into the transactions contemplated hereby or wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or would affect the validity, or adversely affect the enforceability, of this Agreement, or any other agreement or instrument to which the County is a party and which is to be

used in connection with or is contemplated by this Agreement, nor to the best of the knowledge of the County is there any basis therefor.

SECTION 2.02. Representations by the Company. The Company makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) The Company is a South Carolina company, validly existing, and in good standing, has power to enter into this Agreement, and by proper company action has been duly authorized to execute and deliver this Agreement.

(b) This Agreement has been duly executed and delivered by the Company and constitutes the legal, valid, and binding obligation of the Company, enforceable in accordance with its terms except as enforcement thereof may be limited by bankruptcy, insolvency, or similar laws affecting the enforcement of creditors' rights generally.

(c) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement, will result in a material breach of any of the terms, conditions, or provisions of any corporate restriction or any agreement or instrument to which the Company is now a party or by which it is bound, or will constitute a default under any of the foregoing, or result in the creation or imposition of any lien, charge, or encumbrance of any nature whatsoever upon any of the property or assets of the Company, other than as may be created or permitted by this Agreement.

(d) The reimbursement of a portion of the cost of the Infrastructure by the County has been instrumental in inducing the Company to acquire and construct the Project in the County and in the State of South Carolina.

(e) The Company will invest not less than One Million Two Hundred Fifty Thousand Dollars (\$1,250,000) and the creation of approximately seven (7) new, full-time jobs in the Project, all prior to December 31, 2018, or will lose the benefits of this Agreement, prospectively, from that point on.

SECTION 2.03. Covenants of County.

(a) The County will at all times maintain its corporate existence and will use its best efforts to maintain, preserve, and renew all its rights, powers, privileges, and franchises; and it will comply with all valid acts, rules, regulations, orders, and directions of any legislative, executive, administrative, or judicial body applicable to this Agreement.

(b) The County covenants that it will from time to time and at the expense of the Company execute and deliver such further instruments and take such further action as may be reasonable and as may be required to carry out the purpose of this Agreement; provided, however, that such instruments or actions shall never create or constitute an indebtedness of the County

within the meaning of any state constitutional provision (other than the provisions of Article X, Section 14(10) of the South Carolina Constitution) or statutory limitation and shall never constitute or give rise to a pecuniary liability of the County or a charge against its general credit or taxing power or pledge the credit or taxing power of the State of South Carolina, or any other political subdivision of the State of the South Carolina.

ARTICLE III

INFRASTRUCTURE TAX CREDITS

SECTION 3.01. Payment of Costs of Infrastructure. The Company agrees to initially pay, or cause to be paid, all Cost of the Infrastructure as and when due. The Company currently estimates that the total Cost of the Infrastructure is approximately \$1,250,000. The Company agrees to complete the acquisition and construction of the Infrastructure pursuant to the plans and specifications approved by the Company whether or not the Infrastructure Credit is sufficient to reimburse all of the Cost of the Infrastructure, paid by, or caused to be paid by the Company. The plans and specifications for the Infrastructure may be modified from time to time as deemed necessary by the Company.

SECTION 3.02. Completion of Infrastructure. The Company shall notify the County of the date on which the initial Infrastructure is substantially completed and the total cost thereof and certify that all costs of acquisition and construction of the Infrastructure then or theretofore due and payable have been paid and the amounts which the Company shall retain for payment of Costs of the Infrastructure not yet due or for liabilities which the Company is contesting or which otherwise should be retained.

SECTION 3.03. Infrastructure Tax Credits.

(a) Commencing with the payment of the fee in lieu of tax payments for the Project in the Park finally due from the Company to Oconee County on January 15, 2015, and continuing for a period of four (4) years thereafter (for a total of five (5) payment periods), the County hereby promises to and does hereby provide to the Company a credit equal to 30% of the Oconee Fee Payments. The Infrastructure Credit shall be taken as an offset against the Oconee Fee Payments in each of the years due. The Company is therefore entitled to make a payment to the County, and the County will accept such payment for a period of five (5) years, equal to 70% of the Oconee Fee Payment which would be due in the absence of this Agreement.

THIS AGREEMENT AND THE INFRASTRUCTURE CREDITS BECOMING DUE HEREON ARE LIMITED OBLIGATIONS OF THE COUNTY PROVIDED BY THE COUNTY SOLELY FROM THE OCONEE FEE PAYMENTS DERIVED BY THE COUNTY PURSUANT TO THE PARK AGREEMENT, AND DO NOT AND SHALL NEVER CONSTITUTE AN INDEBTEDNESS OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL PROVISION (OTHER THAN THE PROVISIONS OF ARTICLE X, SECTION 14(10) OF THE SOUTH CAROLINA CONSTITUTION) OR STATUTORY LIMITATION AND DO NOT AND SHALL NEVER CONSTITUTE OR GIVE RISE TO A

PECUNIARY LIABILITY OF THE COUNTY OR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWER. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY ARE NOT PLEDGED FOR THE INFRASTRUCTURE CREDITS. Notwithstanding any other provision of this Agreement, the Company shall never, annually or cumulatively, be entitled to credits under this Agreement in an amount greater than the cumulative amount of the Company's Cost of the Infrastructure to the point at which such credit is due or taken.

(b) No breach by the County of this Agreement shall result in the imposition of any pecuniary liability upon the County or any charge upon its general credit or against its taxing power. The liability of the County under this Agreement or of any warranty herein included or for any breach or default by the County of any of the foregoing shall be limited solely and exclusively to the amount of and use of the Oconee Fee Payments. The County shall not be required to execute or perform any of its duties, obligations, powers, or covenants hereunder except to the extent of the Oconee Fee Payments.

ARTICLE IV

CONDITIONS TO DELIVERY OF AGREEMENT; TITLE TO INFRASTRUCTURE

SECTION 4.01. Documents to be Provided by County. Prior to or simultaneously with the execution and delivery of this Agreement, the County shall provide to the Company:

(i) A copy of the Ordinance, duly certified by the Clerk of the County Council under its corporate seal to have been duly enacted by the County and to be in full force and effect on the date of such certification; and

(ii) Such additional certificates (including appropriate no-litigation certificates and certified copies of ordinances, resolutions, or other proceedings adopted by the County), instruments or other documents as the Company may reasonably request.

SECTION 4.02. Transfers of Project. The County hereby acknowledges that the Company may from time to time and in accordance with applicable law, sell, transfer, lease, convey, or grant the right to occupy and use the Project, in whole or in part, to Related Parties, as defined in the Internal Revenue Code. No such sale, lease, conveyance, or grant by the Company to Related Parties shall relieve the County from the County's obligations to provide the Infrastructure Credit to the Company, or its assignee of such payments, under this Agreement, nor shall such sale, lease, conveyance or grant relieve the Company or its successor of its obligation to make payments in lieu of taxes for the Project pursuant to the Park Agreement.

SECTION 4.03. Assignment by County. The County shall not attempt to assign, transfer, or convey its obligations to provide the Infrastructure Credit hereunder to any other Person.

ARTICLE V
SECURITY INTEREST

SECTION 5.01. Creation of Security Interest. The County hereby grants to the Company a perfected first priority lien and security interest in and to the Oconee Fee Payments for performance by the County of its obligations under this Agreement, but only to the extent and amount of the Infrastructure Credit actually due from the County to the Company at any given time.

SECTION 5.02. Indebtedness Secured. The security interest herein granted shall secure all obligations of the County to the Company under this Agreement, and all court costs, attorneys' fees and expenses of whatever kind incident to the enforcement or collection of such obligations and the enforcement and protection of the security interest created by this Agreement.

ARTICLE VI
DEFAULTS AND REMEDIES

SECTION 6.01. Events of Default If the County shall fail duly and punctually to perform any covenant, condition, agreement or provision contained in this Agreement on the part of the County to be performed, which failure shall continue for a period of 30 days after written notice by the Company specifying the failure and requesting that it be remedied is given to the County by first-class mail, the County shall be in default under this Agreement (an "Event of Default"). If the Company or its successor shall fail to make payments in lieu of taxes in accordance with the Park Agreement and applicable law, or shall fail to make the investments or create the jobs cited in Section 2.02(e), hereof, the Company shall be in default under this Agreement (an "Event of Default").

SECTION 6.02. Legal Proceedings by Company. Upon the happening and continuance of any Event of Default by the County, then and in every such case the Company in its discretion may:

- (a) by mandamus, or other suit, action, or proceeding at law or in equity, enforce all of its rights and require the County to carry out any agreements with or for its benefit and to perform its or their duties under the Act and this Agreement;
- (b) bring suit at law to enforce the contractual agreement contained herein,
- (c) by action or suit in equity require the County to account as if it were the trustee of an express trust for the Company;
- (d) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of its rights.

SECTION 6.03. Remedies of the County. Upon the happening and continuance of an Event of Default by the Company, the County, in every such case, shall be entitled to terminate this Agreement and to take such action as is permitted by law for collection of past due taxes or payments in lieu of taxes.

SECTION 6.04. Remedies Not Exclusive. No remedy in this Agreement conferred upon or reserved to the Company or the County is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

SECTION 6.05. Nonwaiver. No delay or omission of the Company or the County to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default, or an acquiescence therein; and every power and remedy given by this Article VI to the Company or the County may be exercised from time to time and as often as may be deemed expedient.

ARTICLE VII MISCELLANEOUS

SECTION 7.01. Successors and Assigns. All the covenants, stipulations, promises, and agreements in this Agreement contained, by or on behalf of, or for the benefit of, the County, shall bind or inure to the benefit of the successors of the County from time to time and any officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County, shall be transferred.

SECTION 7.02. Provisions of Agreement for Sole Benefit of County and Company. Except as in this Agreement otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any Person other than the County and the Company any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the County and the Company.

SECTION 7.03. Severability. In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, the illegality or invalidity shall not affect any other provision of this Agreement, and this Agreement and the Infrastructure Credit shall be construed and enforced as if the illegal or invalid provisions had not been contained herein or therein.

SECTION 7.04. No Liability for Personnel of County or Company. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any member, agent, or employee of the County or its governing body or the Company or any of its officers, employees, or agents in his individual capacity, and neither the members of the governing body of the County nor any official executing this Agreement shall be liable personally on the Infrastructure Credit or the Agreement or be subject to any personal liability of accountability by reason of the issuance thereof.

SECTION 7.05. Notices. All notices, certificates, requests, or other communications under this Agreement shall be sufficiently given and shall be deemed given, unless otherwise required by this Agreement, when (i) delivered or (ii) sent by facsimile and confirmed by United States first-class registered mail, postage prepaid, addressed as follows:

(a) if to the County: Oconee County, South Carolina
415 South Pine Street
Walhalla, South Carolina 29691
Attention: County Administrator

(b) if to the Company: Technology Solutions of SC Inc.
P.O. Box 128
Seneca, SC 29679

with a copy to: J. Wesley Crum, III P.A.
233 North Main Street, Suite 200F
Greenville, South Carolina 29601
Attention: J. Wesley Crum III

A duplicate copy of each notice, certificate, request or other communication given under this Agreement to the County, the Company, or the Company shall also be given to the others. The County and the Company may, by notice given under this Section 7.05, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

SECTION 7.06. Applicable Law. The laws of the State of South Carolina shall govern the construction of this Agreement.

SECTION 7.07. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same instrument.

SECTION 7.08. Amendments. This Agreement may be amended only by written agreement of the parties hereto.

SECTION 7.09. Waiver. Either party may waive compliance by the other party with any term or condition of this Agreement only in a writing signed by the waiving party.

IN WITNESS WHEREOF, Oconee County, South Carolina, has caused this Agreement to be executed by the Chairman of its County Council and its corporate seal to be hereunto affixed and attested by the Clerk of its County Council and Technology Solutions of SC Inc. has caused this Agreement to be executed by its authorized officers, all as of the day and year first above written.

OCONEE COUNTY, SOUTH CAROLINA

(SEAL)

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

ATTEST:

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

TECHNOLOGY SOLUTIONS OF SC INC.

By: _____
Its: President

EXHIBIT A
LAND DESCRIPTION

Technology Solutions of SC Inc.
528-F Bypass 123
Seneca, SC 29678

Town of Seneca, Oconee County South Carolina

**EXHIBIT B
INFRASTRUCTURE**

Such of the Project's real estate, buildings, site improvements internal roads, parking and all improvements thereon, as are permitted under the Act, whether owned by the Company or not.

STATE OF SOUTH CAROLINA
OCONEE COUNTY
RESOLUTION R2013-07

**A RESOLUTION RECOGNIZING COMMERCE WAY AS AN
OCONEE COUNTY ROAD; 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, by deed of Valentine Manufacturing, Inc. dated December 28, 2001 and recorded on December 31, 2001 in the Office of the Register of Deeds for the County in Deed Book 1193 at Page 158 (the "Vesting Deed"), the County purchased and acquired all that certain piece parcel or lot of land located in the County abutting SC Highway 11 and containing approximately 47.35 acres (the "Property"), such Property being more specifically described and shown on a plat thereof prepared by Harold W. Hawkins RLS, dated January 5, 1987 and recorded in the Office of the Register of Deeds for the County in Plat Book A-21 at Page 9; and

WHEREAS, the County has, since acquiring the Property, constructed or had constructed, installed and built on, over and across certain portions of the Property a roadway commonly known as "Commerce Way" (the "Road"), which Road is generally located and existing as shown and designated as "Commerce Center Drive" on plat of survey of John R. Long prepared for Lift, LLC dated February 22, 2007 and recorded in the Office of the Register of Deeds for the County on April 9, 2007 in Plat Book 200 at Page 5; and

WHEREAS, the County has at all times since its construction owned, operated and maintained the Road, and wishes to continue to own, operate and maintain the Road and the underlying real property; and

WHEREAS, the County Council of the County (the "County Council"), as the governing body of the County, wishes to acknowledge and declare that the Road has been and hereby is dedicated for public use for vehicular and pedestrian traffic and is a County Road which shall be a part of the County road system as a public road and right-of-way to be used by the public for such purposes as is permissible under all applicable laws, orders, rules, regulations, ordinances and resolutions;

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

1. The County Council hereby acknowledges and ratifies the dedication, and hereby dedicates, the Road as a public road and right-of-way for the purposes and uses set forth in the recitals above. The name of the Road shall be "Commerce Way".
2. The County Administrator of the County is hereby authorized and directed to take any and all actions required of the County, or that he may deem desirable in his sole discretion, to give effect or to acknowledge the dedication of the Road to the public as contemplated herein.
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 the 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 the County Council.

APPROVED AND ADOPTED this 16th day of April, 2013.

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

**STATE OF SOUTH CAROLINA
OCONEE COUNTY
RESOLUTION R2013-08**

A RESOLUTION AUTHORIZING THE ACCEPTANCE BY OCONEE COUNTY OF CERTAIN REAL PROPERTY, DEDICATED BY THE WORTHINGTON HYDE PARTNERS, II, LP, FOR CERTAIN SPECIFIED PUBLIC PURPOSES, 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"), is organized and governed according to and pursuant to the Constitution and general laws of the State of South Carolina, and has as its governing body the Oconee County Council (the "County Council"); and

WHEREAS, among the many powers specifically granted to Oconee County (in addition to those inherent in a political subdivision of the State of South Carolina) by Section 4-9-30, South Carolina Code, 1976, as amended (the "Code") is the authority contained at Section 4-9-30(2) of the Code, "to acquire real property by purchase or gift..." and,

WHEREAS, the Code also provides, in multiple locations, including, without limitation, at Section 4-9-30(5), Section 4-19-10, *et seq.*, and elsewhere, the authority and means for the County to provide fire protection services in the County; and

WHEREAS, the Oconee County Administrator has implemented a revision of the fire protection services plan for Oconee County to County Council, and County Council has approved such plan, subject to specific approval of appropriations and expenditures therefor, and such plan includes, *inter alia*, the construction of multiple county fire department substations throughout the County; and

WHEREAS, such construction of county fire department substations throughout Oconee County will necessitate the County obtaining multiple Tracts of real property, on which to construct such substations, which is consistent with the County's authorization to acquire real property by purchase or gift; and

WHEREAS, Worthington Hyde II, LP (the "Company") owns certain real property, containing approximately 1.00 acres, more or less (the "Tract"), and as further and more specifically described on and in Attachment A, hereto, contained within or adjacent to The Cliffs at Keowee Falls South Subdivision, which the Company is willing to donate to the County, for the County's use in constructing one of the substations previously noted; and

WHEREAS, the proposed deed of the Tract, described herein at Attachment B, which is hereby incorporated by reference as fully as if stated verbatim herein, will or may contain certain restrictions on use of the Tract by the County, consistent with the County's plan to use the Tract for County public safety purposes, and will contain certain reversionary language, which would operate to defease the County of title to the Tract, should the Tract ever be used for purposes other than housing and providing public safety services, or if title to the Tract is ever transferred to, or otherwise becomes vested in, any person or entity other than the County; and

WHEREAS, the aforesated restrictive covenants and the reversionary rights, are acceptable to the County, as acceptable limitations imposed by the Company in consideration of the Company donating the Tract to the County for public safety purposes, and are consistent with the County's planned use of the Tract; and

WHEREAS, the County desires to publicly accept the Tract for public use and public purposes, as stated herein and in Attachment B, as a formal acceptance of the dedication of the Tract by the Company for public use and public purposes:

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

1. Oconee County hereby accepts the Tract for public use and public purposes, as stated herein and in Attachment B, for public safety service uses, including, without limitation, for construction of an Oconee County Fire Department substation thereon.
2. Oconee County, operating by and through the County Council, specifically finds that acceptance of some restrictions on use of the Tract and the reversionary rights described in Attachment B, pertaining to the Tract, are acceptable to the County, because of the donation of the Tract to the County, for public safety service uses, by the Company.
3. The County specifically accepts and finds that the consideration for the restriction on use of the Tract, and the reversionary language proposed in Attachment B, pertaining to the Tract, is the donation of the Tract to the County by the Company for public safety purposes and uses.
4. The Chairman of County Council and the Oconee County Administrator are hereby authorized and directed to take all actions necessary to accept the Tract for Oconee County, for public use for the purposes set forth herein and in Attachment B, to execute all documents and recordings necessary to effect such purposes, including, without limitation, preparation of the deed called for in Attachment B, and to undertake and complete all other actions necessary to carry out the intent and import of this Resolution, and Attachment B.
5. 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.
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 Resolution shall take effect and be in full force and effect after enactment by Oconee County Council.

RESOLVED this 16th day of April, 2013, 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



WORTHINGTON HYDE PARTNERS
REAL ESTATE INVESTMENT

April 5, 2013

Dear Mr. Breed,

This letter is to confirm the conveyance of the parcel outlined on the enclosed attachment from Worthington Hyde Partners to Oconee County for the construction of a fire station to service The Cliffs at Keowee Falls South and surrounding areas. As you aware, the property has been surveyed and deemed suitable based on the proximity to the area that lacks adequate coverage.

It is our understanding that the ownership of the land and building will revert to Worthington Hyde Partners or the Cliffs at Keowee Falls South Owner's Association, in Worthington Hyde Partners sole discretion, should the county decide to stop using the building as a county fire station in the future. Such reversionary rights will be incorporated into the deeds which convey the property. Additionally, the county will prepare all documents necessary to transfer the property.

To the extent that additional investment is required of the current landowner or the Association, we request that written approval from both parties be obtained prior to incurring costs.

We appreciate the assistance from the county during this process and look forward to working with all parties to complete this project for the benefit of all Oconee County residents who will enjoy enhanced service.

Kind Regards,

Bob Worthington

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

COUNCIL MEETING DATE: 04/16/2013
COUNCIL MEETING TIME: 6:00 PM

ITEM TITLE [Brief Statement]:

Present, with City of Walhalla and City of Westminster, their ordinances "Request Transfer of Authority" of their Municipal Elections to the Oconee County Election Commission

BACKGROUND DESCRIPTION:

The process of transferring their elections must be approved by their ordinance, then presented to County Council for their acceptance, via ordinance. (Sample County ordinance is available if needed)
Reference Section 5-15-145

SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:

I will forward copies of their ordinances, as adopted on second reading, for County Council review prior to the April 16 meeting.

FINANCIAL IMPACT [Brief Statement]:

No additional cost to the county.

Approved by : _____ Finance

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

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

Approved by : _____ Grants

ATTACHMENTS

STAFF RECOMMENDATION [Brief Statement]:

Submitted or Prepared By:


Department Head/Elected Official

Approved for Submittal to Council:


T. Scott Moulder, County Administrator

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

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

SECTION 5-15-145. Transfer of authority to conduct municipal elections to county elections commission.

(A) Municipalities are authorized to transfer authority for conducting municipal elections to the county elections commission. County elections commissions are authorized to conduct municipal elections:

(B) As a condition of the transfer of authority to conduct elections pursuant to this section, the governing bodies of the municipality and the county must agree to the terms of the transfer and enact ordinances embodying the terms of that agreement. The municipal ordinance must state what authority is being transferred and the county ordinance must accept the authority being transferred.

✓ (C) When the total responsibility for the conduct of a municipal election is transferred to a county election commission, pursuant to the provisions of this section, the municipal election commission is abolished.

~~(D) If the municipality, by ordinance transfers a portion of the responsibilities for the conduct of a municipal election to a county election commission, the municipality shall not abolish the municipal election commission.~~

(E) A municipality which by ordinance transfers authority for conducting municipal elections to the county election commission under this section may by ordinance set the filing dates for municipal offices, and the date by which candidates must be certified to the appropriate authority to be placed on the ballot, to run concurrently with the filing dates set by law for countywide and less than countywide offices or other filing dates as may be mutually agreed upon between the municipality and the county election commission.

HISTORY: 1992 Act No. 289, Section 1; 1996 Act No. 443, Section 1; 1998 Act No. 412, Section 3.

STATE OF SOUTH CAROLINA)

COUNTY OF OCONEE) ORDINANCE #2013-03-19-03

CITY OF WESTMINSTER)

AN ORDINANCE AMENDING §30.01(F)(H)(K)(L) PROVIDING FOR THE TRANSFER OF AUTHORITY FOR CONDUCTING MUNICIPAL ELECTIONS TO THE REGISTRATION AND ELECTIONS COMMISSION OF OCONEE COUNTY.

WHEREAS, Section 5-15-145 of the South Carolina Code of Laws, 1976, as amended, provides for the transfer of the powers, duties and responsibilities for conducting municipal elections from the municipal elections commission to county elections commissions upon the adoption of appropriate ordinances by those municipalities desiring to effect such transfer; and

WHEREAS, The City of Westminster desires to transfer all authority for conducting all Westminster municipal elections to the Registration and Elections Commission of Oconee County.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF WESTMINSTER OF THE STATE OF SOUTH CAROLINA

That §30.01(F) be amended to read as follows:

(F) All regular and special elections for Mayor and Council members shall be conducted by the Registration and Elections Commission of Oconee County.

(1) The Registration and Elections Commission of Oconee County shall advertise all municipal elections, prepare and distribute ballots and election materials, appoint managers of election for each polling place, and otherwise supervise and conduct municipal elections within the City of Westminster.

(2) Immediately upon the closing of the polls at any municipal election in the City of Westminster, the Registration and Elections Commission of Oconee County shall begin to count and continuously count the votes cast and make a statement of the whole number of votes cast in such election together with the number of votes cast for each candidate for Mayor and Council Member, canvass the vote and publically display the unofficial results.

(3) The Registration and Elections Commission of Oconee County shall thereafter certify the results of the elections and transmit the certified results to the Westminster City Council or an appointed authority representing the city government as soon as practical following the certification.

(4) The Registration and Elections Commission of Oconee County shall accept candidate filings and filing fees, including, but not limited to notices of candidacy, candidacy pledges, hear and decide protests and certify the results of municipal elections.

(5) The Registration and Elections Commission of Oconee County shall utilize an Automated Election System and computer counting with the count publically conducted.

(6) The City of Westminster shall reimburse the Registration and Elections Commission of Oconee County for costs incurred in advertising elections and poll manager compensation. In the event a protest is filled in connection with the conduct of municipal elections, the City of Westminster shall pay all court costs, attorney fees, court reporter fees and costs, and other costs and expenses incurred in such protest or litigation. The Registration and Elections Commission of Oconee County shall provide invoices and/or other documentation to the City of Westminster of such costs for reimbursement.

Furthermore, that §30.01(H) be amended to read as follows:

(H) Each person offering as a candidate for election shall do so by filing a Statement of Candidacy with the Registration and Elections Commission of Oconee County during the stated filing period. The filing period shall be for ten days beginning at 12:00 noon on Monday and ending at 12:00 noon on Friday where the specified Friday shall be no later than 60 days prior to the date of the election.

Furthermore, that §30.01(K) be amended to read as follows:

(K) Residents wishing to qualify must also file their Candidate Statement of Economic Interest with the Registration and Elections Commission of Oconee County by the close of the filing period.

Furthermore, that §30.01(L) be amended to read as follows:

(L) A Candidate Campaign Disclosure form that stipulates the requirements for each candidate to submit to the State Ethics Commission the various reports will be available from the Registration and Elections Commission of Oconee County.

APPROVED, this 19th day of March 2013.

Rick McCormick, Mayor

First Reading: February 19, 2013

Jennifer Adams, City Clerk

Second Reading: March 19, 2013

Reviewed by City Attorney and approved as to form.

Scott Sprouse, City Attorney

STATE OF SOUTH CAROLINA)
COUNTY OF OCONEE)
CITY OF WALLHALLA)

ORDINANCE 2013-1

AN ORDINANCE PROVIDING FOR THE TRANSFER OF AUTHORITY FOR CONDUCTING MUNICIPAL ELECTIONS TO THE OCONEE COUNTY VOTER REGISTRATION AND ELECTION COMMISSION

SECTION 1 That this Ordinance is being adopted in order to effect proper compliance with the provisions of the Home Rule Act of 1975, now South Carolina Code of Laws for 1976, Section 5-7-30, Section 5-7-260, and Sections 5-15-145.

SECTION 2 That Ordinance 1977-6, Providing for an Election Commission for the City of Walhalla shall be repealed in its entirety and the Walhalla Election Commission shall be abolished on the date this ordinance takes effect.

WHEREAS, Section 5-15-145 of the South Carolina Code of Laws, 1976, as amended, provides for the transfer of the powers, duties and responsibilities for conducting municipal elections from municipal election commissions to county election commissions upon the adoption of appropriate ordinances by those municipalities desiring to effect such transfer; and

WHEREAS, the City of Walhalla desires to transfer all authority for conducting municipal elections to the Oconee County Voter Registration and Election Commission;

NOW, THEREFORE, BE IT ORDAINED by the Governing Body of the City of Walhalla duly assembled in council this 19th day of March, 2013, that all authority for the conducting of municipal elections is hereby transferred to the Voter Registration and Election Commission for Oconee County in the following particulars:

1. The Oconee County Voter Registration and Election Commission shall advertise municipal elections, prepare and distribute ballots and election materials, appoint managers of election for each polling place, and otherwise supervise and conduct all municipal elections within the City of Walhalla.
2. Immediately upon the closing of the polls at any municipal election in the City of Walhalla, the Oconee County Voter Registration and Election Commission shall begin to count and continuously count the votes case and make a statement of the whole number of votes cast in such election together with the number of votes cast for each candidate for Mayor and Councilperson, canvass the vote and publicly display the unofficial results.
3. The Voter Registration and Election Commission shall thereafter certify the results of the election and transmit the certified results to the City of Walhalla Administrator representing the city government as soon as practical following the certification.

4. Accept candidate filings, including, but not limited to notices of candidacy, candidacy pledges, hear and decide protests and certify the results of municipal elections.
5. Utilize an Automated Election System and computer counting with the county publicly conducted.

DONE AND RATIFIED in council assembled on this the 19th day of March, 2013.

Danny Edwards, Mayor

ATTEST:

Nancy Goehle, City Administrator

Introduced by: Mr. Bagwell

First Reading: February 19, 2013

Second Reading &
Adoption: March 19, 2013



NOTES
PLANNING & ECONOMIC DEVELOPMENT
COMMITTEE MEETING
April 9, 2013

Presentation by the Scenic Highway Committee / Mr. Bob Kennedy

Mr. Corbeil thanked Mr. Kennedy noting that the Scenic Highway Committee should work with staff and that as soon as practical bring their proposal to full Council for consideration.

Planning Department / Community Development / Zoning

Mr. Stephens and Mr. Hodbrooks addressed the Committee:

- Building Development
- Zoning
- Air Quality
- Transit Feasibility Study Update
- Keowee Toxaway Project Relicensing

Economic Development

Mr. Blackwell addressed the Committee:

- Mission
- 5-Year Strategic Plan / Comprehensive Focus
- EDC Activities Update
- Product Development
 - Current Building Available
 - Echo Hills Industrial Park
 - Golden Corner Commerce Park
 - Seneca Rail Site
 - Shell Building / AID Company expansion
 - Hampton Inn Hotel
- Workforce Development
- 2013 Action Items
- Work Ready Communities

Mr. Blackwell introduced Ms. Gwen McPhail who addressed the Committee regarding

Agribusiness in Oconee County:

- Mission & Vision
- Foothills Heritage Agricultural Center
 - Farmers Market
 - Cannery/Food Processing Center
 - Incubator Farm & Agricultural Museum
 - Event Center
 - Phase Implementation Discussion & Budget
- Foothills Heritage Market: Opening May 4, 2013

Proposed Amendment to Chapter 32 of the Code of Ordinances

Mr. Moulder & Mr. Stephens addressed the Committee utilizing a PowerPoint presentation [copy filed with these minutes] highlighting the following topics:

- Purpose
- Recommendations
- Process



NOTES

BUDGET, FINANCE & ADMINISTRATION COMMITTEE

April 9, 2013

Prior to discussion regarding Alternate Revenue Sources, Mr. Dexter made some comments and provided several handouts (copies filed with these minutes) highlighting the following areas:

- The Journal "Perception Everything is Business" Opinion, dated April 5, 2013 [copy filed with these minutes]: Mr. Dexter addressed concerns he had regarding statements made in the opinion article in the paper. Mr. Dexter thanked Administration & Economic Development staff who has worked diligently to bring business to Oconee County. He noted that Oconee County has the 2nd lowest tax in South Carolina.
 - South Carolina Tax Comparison Worksheet
 - SCAC County Profiles:
 - Sales Tax Imposed at the County Level
 - Local Option Sales Tax
 - Special Local Option Sales Tax
 - Accommodation Tax

Alternate Revenue Source Discussion

Mr. Moulder briefly discussed the county's reliance on property taxes for county operations. He noted that as follow up to the Strategic Planning meeting held by Council that staff was tasked with identification of potential alternate revenue sources for Oconee County.

Mr. Breed addressed the Committee highlighting the following three options:

- Road Maintenance Fee
 - Established by Ordinance
 - Dedicated Funding
 - Enterprise Fund separate from General Fund
 - Funds could be used for resurfacing, intersection improvements, right-of-way acquisitions, etc.
 - Current Road Inventory
 - Estimated Revenues [40 of 46 counties utilize this fee]
 - Projects Awaiting Funding
- Hospitality Tax
 - Established by Ordinance
 - Charged on Prepared Meals & Beverages in the Unincorporated Areas, max. \$.07
 - Funds can only be used for Tourism related projects, road projects providing access to tourist infrastructure to serve tourism related demand, etc.
 - Qualifying Projects
- Capital Project Sales Tax
 - State Requirements
 - Qualifying Projects
 - Timeline

Lengthy discussion followed regarding various aspects of the three alternate revenue sources to include:

- Current Paying Budget
- Deteriorating County Road System
- Pros & Cons regarding utilizing alternate revenue source to be revenue neutral
- Additional Alternate Revenue Sources to possibly include:
 - Solid Waste Household Fee
 - Solid Waste Pay-As-You-Go Fee
 - Deck Fee
 - Boat Fee
 - Golf Course Fee
- State Gasoline Taxes

COUNCIL MOTION REQUIRED! Direct staff to move forward with the Capital Project Sales Tax process.

Other Post-Employment Benefits [OPEB] Review

Mr. Pulliam addressed the Committee utilizing a PowerPoint presentation [copy filed with these minutes] entitled "GASB 45 Impact of Proposed Retiree Medical Plan Changes". This was a summary of a presentation made at the February 26, 2013 meeting. Discussion followed.

COUNCIL MOTION REQUIRED! Begin implementation of the proposed retiree medical plan changes as presented.

**OCONEE COUNTY BOARD / COMMISSION / COMMITTEE
CANDIDATE LISTING**

	DX	AT LARGE	Reappoint Request	AERONAUTICS	PUBLIC SAFETY	REGULATORY	PLANNING	EDUCATION	TOURISM & REC.	Questionnaire Received Date
Amsteden, Gregory	1						x			May 2012
Bush, Lauraleigh	1						x			January 2013
Hehir, Michael	1	Yes					x			December 2012
Jacobson, Maria	1							x		January 2013
McMahon, Marie	1							x		December 2012
Mouw, James W.	1			x	x	x	x			November 2012
Phyllis, Darren	1					x	x		x	December 2012
Soper, Phillip	1						x			May 2012
Graham, William	2	Yes				x	x			May 2012
King, Stanley	2	Yes				x	x			January 2013
Martin, Lisa	2							x		January 2013
Miller, Thelma	2						x			October 2012
Mize, Roger	2		Yes			AERO				December 2012
Moss, Luther	2						x	x	x	May 2012
Nichols, Barry **	2	Yes	Yes	x	x	BZA	x	x	x	May 2012
Richards, Charles	2						x			January 2013
Workman, Neal	2					x				October 2012
DuBose, Bob	3		Yes			BLOG				December 2012
Gaster, William A.	3		Yes				PLAN			October 2012
Horton, Laurel	3							x		January 2013
Littlefield, Gary	3		Yes			BZA				May 2012
Mead, David	3	Yes	Yes				CPAC			March 2013
Bayliss, Brian	4					x	x			August 2012
Bayliss, Peggy	4	Yes					x			May 2012
Dunn, Kenneth	4					x				May 2012
Sanders, Jenny	4						x			June 2012
Carr, Deborah	5							x	x	January 2013
McPhetters, Glen	5					x	x			December 2012

Mr. Mize submitted a questionnaire for reappointment to the Aeronautics Commission **HOWEVER** he is not eligible to serve a third term on this Commission.

Mr. Workman submitted questionnaire. He currently serves on Building Codes Appeal Board **HOWEVER** he will complete his 2nd of two terms the end of 2012 and is not eligible for reappointment to the Building Codes Appeal Board. He may be appointed to another board and/or commission.

Areas of Interest (please check one or more)	Board/Commissions Applicable to Interests
Aeronautics	Aeronautics Commission
Public Safety, Health & Welfare	Anderson-Oconee Behavior Health Services Commission Emergency Services Commission
Regulatory	Building Codes Appeal Board Parks, Recreation & Tourism Commission Board of Zoning Appeals
Planning Activities	Appalachian Council of Governments Board of Directors Board of Zoning Appeals Capital Project Advisory Committee Conservation Bank Board Economic Development Commission Planning Commission Scenic Highway Committee
Education	Arts & Historical Commission Library Board
Tourism & Recreation	Arts & Historical Commission Parks, Recreation & Tourism Commission Scenic Highway Committee



Boards & Commissions

Boards & Commissions	State / OC Code Reference	Rops [DX-At Large]	Co-Terminus	Term Limits	4 Year Term	Meeting Date to Appoint	Paul Corboil	Wayne McCall	Archie Barron	Joal Thrift	Reg Dexter		
							2010-2014	2013-2016	2010-2014	2013-2016	2013-2016	2010-2014	2013-2016
							District I	District II	District III	District IV	District V	At Large	At Large
Aeronautics Commission	2-262	5-2	YES	2X	YES	Jan - June 2013	Randy Renz [1]	VACANT	Edward Perry [1]	Dan Schmidt [2]	Ronald Chilos [1]	Thomas Luke [2]	Michael Gray [1]
Arts & Historical Commission	2-321	5-2	YES	2X	YES	Jan - June 2013	Rick Bethea [1]	Luther Lyle [2]	A Robinson [1]	Barbara Waters [2]	H. Richardson [2]	Bess Clupak [1]	Jean Dobson [2]
Board of Zoning Appeals	38-6-1	5-2	YES	2X	YES	Jan - June 2013	Allen Medford [1]	Sammy Lee [2]	Gary Littlefield [1]	Marty McKee [2]	Dick Hughes [2]	Berry Nichols [1]	Paul Reckert [2]
Building Codes Appeal Board		5-0	YES	2X	YES	Jan - June 2013	Roger Mize [2]	Matt Rochester [1]	Bob DuBose [1]	Mike Willimon [2]	Harry Tollison [2]		
Conservation Bank Board	2-381	Appointed by Category		2X	YES	Jan - June 2013	Shea Airay [1]	Andy Lee [2]	Rocky Nation [1]	Marvin Prater [2]	Frank Ables [1]	Richard Cair [1]	Glenn Buddin [1]
Economic Development Commission	24-31	5-0	YES	3X	YES	Jan - June 2013	Dave Eldridge [1]	VACANT	Hank Field [3]	Sam Dickson [3]	Gene Blair [2]		
Scenic Highway Committee	26-151	0-2	YES	2X	YES	Jan - June 2013						Allen D. Boggs [1]	Staley Powell [1]
Library Board	4-9-35 / 18-1	0-9	YES	2X	YES	Jan - June 2013	Daniel Day [2], Ellis Hughes [2], B Hetherington [1], H McPheeters [1], A Champion [1], P Taylor [1]				Martin Adelberg [1], William Caster [1], Sally Long [1]		
PRT Commission (members up for reappointment due to initial stagger)	6-4-25 / 2-381	Appointed by Industry		2X	YES	June 2013	Brian Greer [2], Rosemary Bailles [2], JoAnne Blake [2]			Becky Wise [1], Rick Lacey [1], David Laveré [1], Mike Wallace [1]			
Planning Commission	6-29-310 / 32-4	5-2	YES	N/A	YES	February 2013	Andrea Hoffer	Bradley Hancox	William Gilster	Bud Childress	Ryan Hopea	Gwen McPhail	John Lyle
Behavioral Health Services Commission	2-291	0-7	YES	2X	3-yr.	June 2014	Steve Jenkins [1], Harold Alley [1], Louie Holleman [1], Wanda Long [1], Fred Hamilton [1], Joan Black [1], Jere DuBois [1]						
Capital Project Advisory Committee	2-381	CC, PC Intra 2 @ Lg	NO	3X	1 yr	May 2013	Council Representative Corboil [2], Planning Commission McPhail [1], Infrastructure Advisory Representative Winchester [1]					Randy Abbott [1]	David Mead [2]
Infrastructure Advisory Commission	34-1	N/A	NO	N/A	NO	January	Council Representative Appointed Annually						
ACOG BOD				N/A	NO	JAN 2013	Council Rep: CC CHAIR or designee [yearly], 2 yr terms Citizen Rep: Bob Winchester, Minority Rep: Bennie Cunningham						
Worklink Board						N/A	Worklink contacts Council w/ recommendations when seats open						

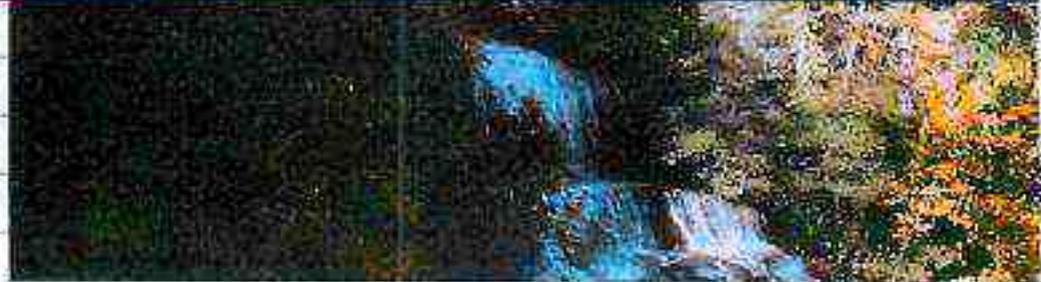
[1] - denotes term, [2] denotes a member who has served one term and less than one half of an additional term making them eligible for one additional appointment.
 [SHADING = reappointment requested - questionnaire on file] Denotes individual who DOES NOT WISH TO BE REAPPOINTED
 Bold *ITALICS* TEXT denotes member ineligible for reappointment - having served or will complete serving max # of terms at the end of their current term.

Tuesday, April 09, 2013

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Posted on January 08, 2013

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Friday Report



South Carolina Association of Counties Friday Report

Click Here to view the current and past Friday Reports prepared weekly by the Association for its members regarding pending issues before the legislature.

MISSION

It is the mission of Oconee County to provide our current and future citizens and visitors quality services and to protect our neighborhoods, heritage and environment by managing growth and change through smart, inclusive planning.

VISION

Oconee County - A diverse, growing, safe, vibrant community guided by rural traditions and shaped by natural beauty; where employment,

Tuesday, April 09, 2013

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Oconee County Council

OFFICE INFO

County Council
 Elizabeth G. Hulse, CCC
 Clerk to Council
 Oconee County Administrative Office
 415 South Pine Street
 Walhalla, SC 29691
 864-718-1023
 864-718-1024 (fax)

You may email the Clerk at bhulse@oconeesc.com

Hours: 8:30 am-5:00 pm
 Monday through Friday

Oconee County's Mission

It is the mission of Oconee County to provide our current and future citizens and visitors quality services and to protect our neighborhoods, heritage and environment by managing growth and change through smart, inclusive planning.

Oconee County's Vision

A diverse, growing, safe, vibrant community guided by rural traditions and shaped by natural



South Carolina Association of Counties

Friday Report

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County Council Members New Email Addresses

You can send your Council member an email by clicking above to the Officials link, find your representative and click on their email address to the right of their photograph.

We are now posting agendas, backup material and minutes for the Council appointed Boards, Commissions and Committees. Please click on Board, Commission & Committee you are interested in viewing and it will move you to the correct page. Please be advised that this page is currently under construction and not all material has been loaded - we are working on it. This page will have material for 2012 and 2013 year to date. If you wish to view older material, please contact the Clerk to Council [email address to the left] and she will put you in contact with the appropriate staff person maintaining these permanent records.

- Aeronautics Commission
- Arts & Historical Commission
- Board of Zoning Appeals
- Building Codes Appeal Boards