



Public Comment
SIGN IN SHEET
6:00 PM

July 18, 2017

The Public Comment Sessions at this meeting is limited to a total of 40 minutes, 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.

PLEASE PRINT

	FULL NAME	PURPOSE OF COMMENT
1	Ammy Hart Gantt	Willow Creek Subdivision Roads
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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.



**PUBLIC HEARING
SIGN IN SHEET
OCONEE COUNTY COUNCIL MEETING
DATE: July 18, 2017 6:00 p.m.**

Ordinance 2017-09 "AN ORDINANCE AMENDING CHAPTER 32 OF THE OCONEE COUNTY CODE OF ORDINANCES IN CERTAIN LIMITED REGARDS AND PARTICULARS PERTAINING TO SIGN CONTROL ONLY; AND OTHER MATTERS RELATED THERETO."

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

Electronic speaking before Council will be required to do so in a civilized 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 Commissions appointed by Council, should do so in an appropriate manner.

Public comment during a public hearing is not limited to four minutes per person.

Sign up sheets will be available thirty minutes prior to the hearing for those interested in addressing Council.

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

Please submit written comments to the Clerk to Council, 415 South Pine Street, Walhalla, South Carolina, 29691.

Please PRINT your name

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None



**PUBLIC HEARING
SIGN IN SHEET
OCONEE COUNTY COUNCIL MEETING
DATE: July 18, 2017 6:00 p.m.**

Ordinance 2017-14 "AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A CONTRACT FOR THE DESIGN, CONSTRUCTION, AND OPERATION OF THE OCONEE COUNTY WORKFORCE DEVELOPMENT CENTER, AND FURTHER, AUTHORIZING THE TRANSFER OF THE LAND UPON WHICH THE OCONEE COUNTY WORKFORCE DEVELOPMENT CENTER WILL BE LOCATED; AND OTHER MATTERS RELATED THERETO."

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

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

Council will not tolerate personal attacks on individual council members, county staff or any person or groups. Racial slurs will not be permitted. Council members are sworn to conduct business for the citizens of this county. All citizens who wish to address Council and all Boards and Commissions appointed by Council should do so in an appropriate manner.

Public comment during a public hearing is not limited to four minutes per person.

Sign up sheets will be available thirty minutes prior to the hearing for those interested in addressing Council.

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

Please submit written comments to the Clerk to Council, 415 South Pine Street, Wallhalla, South Carolina, 29521.

Please PRINT your name

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None



**PUBLIC HEARING
SIGN IN SHEET
OCONEE COUNTY COUNCIL MEETING
DATE: July 18, 2017 6:00 p.m.**

Ordinance 2017-16 "AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A REAL PROPERTY LEASE AGREEMENT BETWEEN OCONEE COUNTY AS LESSOR AND THE FAIR-OAK YOUTH CENTER, INC. AS LESSEE; AND OTHER MATTERS RELATED THERETO."

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

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

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

Public comment during a public hearing is not limited to four minutes per person.

Sign-in sheets will be available thirty minutes prior to the hearing for those interested in addressing Council.

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

Please submit written comments to the Clerk to Council, 415 South Pine Street, Wallula, South Carolina, 29691.

Please PRINT your name

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A G E N D A

OCONEE COUNTY COUNCIL MEETING

July 18, 2017

6:00 PM

Council Chambers, Oconee County Administrative Offices
415 South Pine Street, Walhalla, SC

Call to Order

Public Comment Session *(Limited to a total of forty (40) minutes, four (4) minutes per person.)*

Council Member Comments

Moment of Silence

Invocation by County Council Chaplain

Pledge of Allegiance to the Flag of the United States of America

Approval of Minutes

- June 13, 2017 Special Meeting
- June 20, 2017 Regular Meeting

Administrator Report & Agenda Summary

Public Hearings for the Following Ordinances

Ordinance 2017-09 "AN ORDINANCE AMENDING CHAPTER 32 OF THE OCONEE COUNTY CODE OF ORDINANCES IN CERTAIN LIMITED REGARDS AND PARTICULARS PERTAINING TO SIGN CONTROL, ONLY; AND OTHER MATTERS RELATED THERETO."

Ordinance 2017-14 "AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A CONTRACT FOR THE DESIGN, CONSTRUCTION, AND OPERATION OF THE OCONEE COUNTY WORKFORCE DEVELOPMENT CENTER, AND FURTHER, AUTHORIZING THE TRANSFER OF THE LAND UPON WHICH THE OCONEE COUNTY WORKFORCE DEVELOPMENT CENTER WILL BE LOCATED; AND OTHER MATTERS RELATED THERETO."

Ordinance 2017-16 "AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A REAL PROPERTY LEASE AGREEMENT BETWEEN OCONEE COUNTY AS LESSOR AND THE FAIR-OAK YOUTH CENTER, INC. AS LESSEE; AND OTHER MATTERS RELATED THERETO."

Third Reading of the Following Ordinances

Ordinance 2017-09 [see caption above]

Ordinance 2017-14 [see caption above]

Ordinance 2017-16 [see caption above]

Council meetings shall be conducted pursuant to the South Carolina Freedom of Information Act, Council's Rules, and the Model Rules of Parliamentary Procedure for South Carolina Counties, latest edition. The agenda may be inclusive of all issues which Council may bring up for discussion at this meeting. Items are listed on Council's agenda as *open public issues* if the subjects and issues to be discussed, and if open, occur in substance and/or in spirit during the meeting. Items listed on Council's agenda may be taken up, tabled, postponed, reconsidered, amended or otherwise disposed of as provided for under Council's Rules, and Model Rules of Parliamentary Procedure for South Carolina Counties, latest edition, if not specified under Council's rules.

Second Reading of the Following Ordinances

First Reading of the Following Ordinances

Ordinance 2017-18 [TITLE ONLY] "AUTHORIZING THE EXECUTION AND DELIVERY OF A SECOND AMENDED AND RESTATED FEE-IN-LIEU OF TAX AGREEMENT BY AND BETWEEN OCONEE COUNTY AND AN ENTITY KNOWN FOR THE TIME BEING AS "PROJECT MAXWELL," WHEREBY OCONEE COUNTY WILL ENTER INTO A SECOND AMENDED AND RESTATED FEE-IN-LIEU OF TAX ARRANGEMENT WITH PROJECT MAXWELL AND PROVIDING FOR PAYMENT BY PROJECT MAXWELL OF CERTAIN FEES-IN-LIEU OF AD VALOREM TAXES; PROVIDING FOR THE ALLOCATION OF FEES-IN-LIEU OF TAXES PAYABLE UNDER THE AGREEMENT FOR THE ESTABLISHMENT OF A MULTI-COUNTY INDUSTRIAL/BUSINESS PARK; AND OTHER MATTERS RELATING THERETO."

Ordinance 2017-19 "AN ORDINANCE TO DEVELOP A JOINTLY OWNED AND OPERATED INDUSTRIAL/BUSINESS PARK IN CONJUNCTION WITH PICKENS COUNTY, SUCH INDUSTRIAL/BUSINESS PARK TO BE, AT THE TIME OF ITS INITIAL DEVELOPMENT, GEOGRAPHICALLY LOCATED IN PICKENS COUNTY AND TO INCLUDE CERTAIN PROPERTY NOW OR TO BE OWNED BY A COMPANY KNOWN TO THE COUNTY AT THIS TIME AS "PROJECT EXODUS" OR ITS ASSIGNEE, AND ESTABLISHED PURSUANT TO SOUTH CAROLINA CODE OF LAWS 1976, SECTION 4-1-170 ET SEQ., AS AMENDED; TO PROVIDE FOR A WRITTEN AGREEMENT WITH PICKENS COUNTY PROVIDING FOR THE EXPENSES OF THE PARK, THE PERCENTAGE OF REVENUE ALLOCATION, AND THE DISTRIBUTION OF FEES IN LIEU OF AD VALOREM TAX; AND MATTERS RELATED THERETO."

First & Final Reading for the Following Resolutions

Resolution 2017-11 "A RESOLUTION AUTHORIZING THE CONSTRUCTION OF A SPECULATIVE BUILDING IN THE GOLDEN CORNER COMMERCE PARK AND USE OF THE SANTEE COOPER ECONOMIC DEVELOPMENT LOAN PROGRAM FOR SUCH PURPOSES; AND OTHER MATTERS RELATED THERETO."

Discussion Regarding Action Items

Removal & Recycling of Scrap Tires / Department: Solid Waste / Amount: \$75,000.00

Budget: \$75,000

Project Cost: \$75,000

Balance: 0

Oconee County Solid Waste accepts tires from County residents and businesses to be recycled. County residents can leave up to four passenger size tires at the convenience centers. All tires from businesses and larger size tires are accepted at the Solid Waste Complex. Tires are loaded into trailers provided by the tire recycler and the tire recycler comes and picks up the trailers of tires and transports them to their recycling plant.

Village Creek Sub-Station

Department: Emergency Services

Amount: \$142,670.32

Budget: \$190,000

Project Cost: \$142,670.32

Balance: \$47,329.68

It is the staff's recommendation that Council [1] approve the award of \$142,670.32 (includes 10% contingency of \$12,970.03) to J. Davis Construction of Westminster, SC, to construct the Village Creek Sub-Station and [2] authorize the County Administrator to sign contract documents and to approve Change Orders within the contingency amount.

Approval of design materials prepared for the Oconee Workforce Development Center (Phase 1) Tri-County Technical College Academic Building at Oconee Industry & Technology Park

Council's meetings shall be conducted pursuant to the South Carolina Freedom of Information Act, Council's Rules and the Model Rules of Parliamentary Procedure for South Carolina Counties, latest edition. This agenda may not be inclusive of all issues which Council may bring up for discussion at this meeting. Items are listed on Council's agenda to give public notice of the subjects and issues to be discussed, acted upon, received as information and/or disposed of during the meeting. Items listed on Council's agenda may be taken up, tabled, postponed, reconsidered, removed or otherwise disposed of as provided for under Council's Rules, and Model Rules of Parliamentary Procedure for South Carolina Counties, latest edition, if not specified under Council's rules.

Board & Commission Appointments (If Any)

[Seats listed are all co-terminus seats]

Building Codes Appeal Board 1 At Large Seat
Conservation Bank Board District II

Unfinished Business [to include items and/or action on matters brought up for discussion, if required]

[None scheduled.]

New Business [may include items which may be scheduled for final action at a future meeting, if required]

[None scheduled.]

Council Committee Reports

Law Enforcement, Public Safety, Health & Welfare / Mr. McCall (07/11/2017)
Transportation / Mr. Harri (07/11/2017)

Executive Session

[Upon recommending Council may take a vote and/or take action on matters brought up for discussion in Executive Session, if required]

For the following purposes, as allowed for in § 50-4-70(a) of the South Carolina Code of Laws:

(1) to receive legal advice regarding a contract with RCI Services to provide plan review and inspection services on an as needed basis.

Discussion Regarding Action Items

Inspection Services 7 Department: Community Development / Amount: TBD

It is the staff's recommendation that Council approve the use of RCI of South Carolina, Inc., of Paelet, SC, for plan review and commercial inspections on an as needed basis.

Adjourn

Adjourn: Governing Bodies [All Board or Board committees shall be under the jurisdiction of the Board of Directors of the County Council.]

Adjourn: Governing Bodies [All Board or Board committees shall be under the jurisdiction of the Board of Directors of the County Council.]

County Council, Commission, Board, or Committee meeting schedules, agendas and minutes of the County Council, Commission, Board, or Committee shall be available to the County Council website.

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2017-09**

AN ORDINANCE AMENDING CHAPTER 32 OF THE OCONEE COUNTY CODE OF ORDINANCES IN CERTAIN LIMITED REGARDS AND PARTICULARS PERTAINING TO SIGN CONTROL, ONLY; AND OTHER MATTERS RELATED THERETO.

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

WHEREAS, the County, acting by and through the County Council, is authorized by Section 4-9-30(9) and Chapter 29 of Title 6 of the South Carolina Code, 1976, as amended, among other sources, to impose land use restrictions and development standards in the unincorporated areas of the County; and,

WHEREAS, Chapter 32 of the Code of Ordinances contains terms, provisions and procedures applicable to performance standards in the County; and

WHEREAS, County Council recognizes that there is a need to revise the law of the County to meet the changing needs of the County and that there is a need to amend, specifically, certain sections of Chapter 32 of the Code of Ordinances involving signs and billboards; and

WHEREAS, County Council has therefore determined to modify Chapters 32 of the Code of Ordinances, and to affirm and preserve all other provisions of the Code of Ordinances not specifically or by implication amended hereby.

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

1. Article 8 of Chapter 32 of the Code of Ordinances, entitled *SIGN CONTROL*, is hereby revised, rewritten, and amended to read as set forth in Attachment A, which is attached hereto and hereby incorporated by reference as fully as if set forth verbatim herein.

2. County Council hereby declares and establishes its legislative intent that Attachment A, hereto, as may be amended from time to time, amend Article 8 of Chapter 32 of the Code or Ordinances of the land use performance standards of the County, from and after its adoption, states its intent to so adopt Attachment A, and directs that a public hearing thereon be undertaken by County Council or the Oconee County Planning Commission, in accord with and

as required by Section 6-29-760 and by Section 4-9-130, South Carolina Code, 1976, as amended.

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

4. All ordinances, orders, resolutions, and actions of County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded. However, nothing contained herein, or in the attachment hereto, shall cancel, void, or revoke, or shall be interpreted as cancelling, voiding, or revoking, *ex post facto*, in any regard any prior performance standard, zoning or rezoning acts, actions, or decisions of the County or County Council based thereon, which were valid and legal at the time in effect and undertaken pursuant thereto, in any regard.

5. All other terms, provisions, and parts of the Code of Ordinances, and specifically, but without exception, the remainder of Article 8 of Chapter 32, not amended hereby, directly or by implication, shall remain in full force and effect.

6. This Ordinance shall take effect and be in full force and effect from and after third reading and enactment by County Council, and will apply to all land use and zoning processes initiated after first (1st) reading hereof. All processes actually initiated by submitting a properly and legally completed petition to the County, at a minimum, prior to first (1st) reading of this ordinance and the establishment of the pending ordinance doctrine thereby, shall be completed under the zoning and performance standard rules and regulations of Chapters 32 of the Code of Ordinances, as in effect prior to final adoption of this ordinance.

ORDAINED in meeting, duly assembled, this ____ day of _____, 2017.

ATTEST:

Katie Smith,
Clerk to Oconee County Council

Edda Cammick
Chair, Oconee County Council

First Reading: June 6, 2017
Second Reading: June 20, 2017
Third Reading: July 18, 2017
Public Hearing: July 18, 2017

ATTACHMENT A
To Ordinance 2017-09

ARTICLE VIII. - SIGN CONTROL

Sec. 32-515. - Title.

This article shall be known as the "Sign Control Ordinance of Oconee County, South Carolina."

Sec. 32-516. - Purpose.

It is the purpose of this article to establish regulations for the safe and orderly placement, for all signage to which this article applies in the unincorporated areas of the county, also this article shall establish penalties such as are necessary to discourage the violations of these standards, and to establish appropriate fees to offset costs associated with implementation.

Sec. 32-517. - Authority.

This article is adopted pursuant to the provisions of S.C. Code 1976 § 4-9-30. Personnel employed by the county administrator as code enforcement officers and personnel employed by the Sheriff of the county shall be vested with the authority to enforce and administer signage control within the county.

Sec. 32-518. - Jurisdiction.

The regulations set forth in this article shall be applicable within the unincorporated areas of the county. All billboards and signs to which this article applies which are constructed in the unincorporated areas of the county after the date of adoption of these standards shall be permitted under these regulations. Billboards and signs existing at the time of adoption of these standards shall be considered exempt, with the exception of any structure considered abandoned, disassembled, or otherwise removed from a site.

Sec. 32-519. - Terms and definitions.

Except where specifically defined herein, all words used in this article shall carry their customary meanings. Words used in the present tense include the future tense; the singular number includes the plural. The word "shall" is mandatory.

Abandoned billboard or sign means a billboard or sign which is not being maintained as required by S.C. Code § 57-26-110, *et seq.*, and the regulations promulgated pursuant thereto, or which is overgrown by trees or other vegetation not on the road right of way, or which has an obsolete advertising message or no advertising message for a period of six months. Any public service signage shall not be considered abandoned under this definition.

Billboard means any advertising structure that directs persons to a different location from where the billboard is located or which is otherwise "off-premises" but makes no reference to a location. The sign area of a billboard ranges anywhere from 50 square feet to 672 square feet.

Existing billboard means for the purposes of these regulations any billboard either erected within the boundaries of the county prior to adoption of this article, or duly permitted by an agency of the county subsequent to adoption of this article.

Four-lane road means any public road or highway consisting of four or more travel lanes.

Sign means any sign structure or combination of sign structure and message in the form of an outdoor sign, display, device, figure, painting, drawing, message, plaque, poster, advertising structure, advertisement, logo, symbol or other form which is designated, intended or used to advertise or inform in relation to the premises on which it is located, any part of the message or informative contents of which is visible from the main traveled way. The term does not include official traffic control signs, official markers, nor specific information panels erected, caused to be erected, or approved by the South Carolina Department of Transportation.

Sign area means the entire face of a sign or billboard, including the advertising surface and any framing, trim, or molding, but not including the supporting structure.

Sign permit means any permit, other than a building permit, obtained by an applicant from the county for the purpose of the construction or maintenance of a sign or billboard or a permit obtained for any temporary or political sign as defined by this article.

Stacked signs or billboards means any structure so configured to present two or more sign areas at different elevations and/or presenting two or more sign areas facing in the same direction.

Two-lane road means any public road or highway consisting of two travel lanes allowing traffic to flow in opposite directions. Such roads may or may not also have at various locations turning lanes, medians, islands, or other traffic control features designed to enhance the safe and efficient utilization of the thoroughfare.

Sec. 32-520 - Requirements for billboards and other commercial signs.

- (a) Unless exempted hereby, all signs and billboards erected in the unincorporated areas of Oconee County shall be permitted under the provisions of this article.
- (b) No billboard shall be erected within 1,300 feet of an existing billboard located on the same road. This distance shall be measured as the shortest route of ordinary pedestrian or vehicular travel along the public thoroughfare from the location of an existing billboard to the proposed site.
- (c) Signs with a sign area greater than or equal to 50 square feet, but less than or equal to 75 square feet, shall be permitted on two lane roads. No billboards or signs with a sign area greater than 75 square feet shall be permitted on two lane roads.
- (d) No sign shall contain more than 75 feet of sign area per sign face. This excludes building-mounted signs and structures considered billboards as defined by this chapter, which may contain up to 672 square feet of sign area.
- (e) No billboard shall be located along any federal, state, or county designated scenic highways or roadways.
- (f) Signs and billboards permitted under these regulations shall impose no obvious hazards to any drivers, pedestrians, bicyclists, or other users of any public road in the unincorporated areas of Oconee County, as such, the following materials shall be submitted to the Community Development Director or his/her designee at the time of application:
 - (1) A completed application form;
 - (2) A detailed site plan prepared and stamped by a surveyor licensed by the State of South Carolina, noting the proposed location of the structure, and verification that the new sign or billboard meets with all location requirements set forth in this article.

- (3) A set of construction plans, to include all proposed lighting features. All plans submitted shall be stamped by appropriate professionals licensed by the State of South Carolina;
- (4) Appropriate fees.
- (g) No stacked billboards shall be permitted within the unincorporated areas of Oconee County.
- (h) An abandoned billboard or sign, as defined by this article, shall be removed by the owner thereof or the owner of the property upon which the billboard or sign is located within 45 days of notification by an the county building official that the billboard or sign is deemed abandoned. The billboard or sign owner and/or the property owner may appeal the county's designation of the billboard or sign as abandoned under this article to the magistrate's court of the county during the 45-day period to remove the billboard or sign. If the property owner files a timely appeal, the time period for removing the billboard or sign shall be tolled until the magistrate's court renders a decision. In the event that an abandoned billboard or sign is removed, the billboard or sign owner and/or the property owner shall have the right to replace it with a new billboard or sign of the same size and height and for the same location for a period of six months from the date of removal.

Sec. 32-521. - Exemptions.

Any sign or billboard with a sign or billboard area less than 50 square feet shall be exempted from these regulations.

Sec. 32-522. - Fees.

Fees shall be established for the cost of a sign permit by county council from time to time.

Sec. 32-523. - Permits.

Upon satisfactory completion of all requirements set forth in this article, the owner/agent shall be issued a land use permit by the Community Development Director or his/her designee for construction of the billboard or sign. The land use permit shall be valid for six months from the date of issue; the owner/agent may be granted a one-time six-month extension, provided a written request is submitted to the planning director no later than seven working days prior to the original expiration date. Request for extension shall include documentation of efforts to obtain other necessary permits and permissions needed to begin construction, specifically noting reason for extension request. Extensions shall be granted only to those projects that were delayed through no fault of the owner/agent of the billboard or sign. The land use permit issued by the planning director shall in no way be construed to be a building permit needed to begin construction of a sign. No building permit, or other county-issued permit, certification or approval, shall be issued for a billboard or sign prior to the issuance of the land use permit.

Sec. 32-524. - Penalties.

Any person or entity violating the regulations set forth in this article is guilty of a misdemeanor and may be fined up to \$500.00 dollars or imprisoned for 30 days or both.

Secs. 32-525—32-600. - Reserved.

ARTICLE VIII - SIGN CONTROL

Sec. 32-515 - Title

This article shall be known as the "Sign Control Ordinance of Oconee County, South Carolina."

Sec. 32-516 - Purpose

It is the purpose of this article to establish regulations for the safe and orderly placement, for all billboard signage to which this article applies in the unincorporated areas of the county; also, this article shall establish penalties such as are necessary to discourage the violations of these standards, and to establish appropriate fines to offset costs associated with implementation.

Sec. 32-517 - Authority

This article is adopted pursuant to the provisions of S.C. Code 1976 § 4-9-30. Personnel employed by the county administrator as code enforcement officers and personnel employed by the Sheriff of the county shall be vested with the authority to enforce and administer signage control within the county, in accordance with the provisions of S.C. Code 1976 § 44-67-10 et. seq. and all rules and regulations adopted hereunder and the same are incorporated herein by reference as if fully set forth verbatim and as may be amended from time to time.

(Ord. No. 2007-08, § 2(2), 8-21-2007)

Sec. 32-518 - Jurisdiction

The regulations set forth in this article shall be applicable within the unincorporated areas of the county. All billboards and signs to which this article applies which are otherwise constructed in the unincorporated areas of the county after the date of adoption of these standards shall be permitted under these regulations. Billboards and signs existing at the time of adoption of these standards shall be considered exempt, with the exception of any structure considered abandoned, disassembled, or otherwise removed from a site.

(Ord. No. 2007-09, § 3, 8-21-2007)

Sec. 32-519 - Terms and definitions

Except where specifically defined herein, all words used in this article shall carry their customary meanings. Words used in the present tense include the future tense; the singular number includes the plural. The word "shall" is mandatory.

Abandoned billboard or sign means a billboard or sign which is not being maintained as required by S.C. Code of Laws § 57-25-110, et seq., and the regulations promulgated pursuant thereto, or which is overgrown by trees or other vegetation not on the road right of way, or which has an obsolete advertising message or no advertising message for a period of six months. Any public service signage shall not be considered abandoned under this definition.

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Billboard means any advertising structure that directs persons to a different location from where the billboard is located or which is otherwise "off premises" but makes no reference to a location means large format outdoor advertising displays or signs intended for viewing from a limited distance. Billboards include but are not limited to 30 sheet posters, eight sheet posters, vinyl wrapped posters, bulletins, wall murals, and stadium arena signage as defined by the Outdoor Advertising Association of America. Typically the sign area of a billboard ranges anywhere from 60 square feet to 672 square feet.

Existing billboard means for the purposes of these regulations an "existing billboard" shall be defined as any billboard either erected within the boundaries of the county prior to adoption of this article, or duly permitted by an agency of the county subsequent to adoption of this article.

Four-lane road means any public road or highway consisting of four or more travel lanes, allowing traffic to flow in opposite directions, or a public road or highway consisting of two or more one-way travel lanes.

Sign means any sign structure or combination of sign structure and message in the form of an outdoor sign, display, device, figure, painting, drawing, message, plaque, poster, billboard, advertising structure, advertisement, logo, symbol or other form which is designated, intended or used to advertise or inform in relation to the premises on which it is located, any part of the message or informative contents of which is visible from the main traveled way. This term does not include official traffic control signs, official markers, nor specific information panels erected, caused to be erected, or approved by the South Carolina Department of Transportation.

Sign area means the entire face of a sign or billboard, including the advertising surface and any framing, trim, or molding, but not including the supporting structure.

Sign permit means any permit, other than a building permit, obtained by an applicant from the county for the purpose of the construction or maintenance of a sign or billboard or a permit obtained for any temporary or political sign as defined by this article.

Stacked signs or billboards means any billboard structure so configured to present two or more sign areas at different elevations and/or presenting two or more sign areas facing in the same direction.

Two-lane road means any public road or highway consisting of two travel lanes allowing traffic to flow in opposite directions. Such roads may or may not also have at various locations turning lanes, medians, islands, or other traffic control features designed to enhance the safe and efficient utilization of the thoroughfare.

(Ord. No. 1007-09) § 4-8-21-2007)

Sec. 32-520. - Requirements for billboards and other commercial signs.

- (a) Unless exempted hereby, all signs and billboards erected in the unincorporated areas of Oconee County shall be permitted under the provisions of this article.
- (b) No billboard visible (other than on an on-ramp) from a four-lane road located within the unincorporated areas of the county, shall be erected within 1,300 feet of an existing billboard located on the same road. This distance shall be measured as the shortest route of ordinary pedestrian or vehicular travel along the public thorough fare from the location of an existing billboard to the proposed site.
- (c) Billboards Signs with a sign area greater than or equal to 50 square feet, but less than or equal to 75 square feet, shall be permitted on two lane roads, provided said billboards signs are located no less than 1,300 feet from any existing or permitted billboards. No billboards or signs with a sign area greater than 75 square feet shall be permitted on two lane roads.
- (d) No sign shall contain more than 75 feet of sign area per sign face. This excludes building mounted signs and structures considered billboards as defined by this chapter, which may contain up to 672 square feet of sign area.

(ce) No billboard shall be located along any federal, state, or county designated scenic highways or roadways.

(cf) Signs and billboards permitted under these regulations shall impose no obvious hazards to any drivers, pedestrians, bicyclists, or other users of any public road in the unincorporated areas of Oconee County; as such, the following materials shall be submitted to the Community Development Director or his/her designee planning director at the time of application:

- (1) A completed application form;
- (2) A detailed site plan prepared and stamped by a surveyor licensed by the State of South Carolina, noting the proposed location of the structure, and verification that the new sign or billboard meets with all location requirements set forth in this article;
- (3) A set of construction plans, to include all proposed lighting features; All plans submitted shall be stamped by appropriate professionals licensed by the State of South Carolina;
- (4) Appropriate fees.

(cg) No stacked billboards shall be permitted within the unincorporated areas of Oconee County;

(d) An abandoned billboard or sign, as defined by this article, shall be removed by the owner ~~thereof~~ the sign or the owner of the property upon which the billboard or sign is located within 45 days of notification by an the county building official that the billboard or sign is deemed an abandoned sign. The billboard or sign owner and/or the property owner may appeal the county's designation of the billboard or sign as an abandoned sign under this article to the magistrate's court of the county during the 45-day period to remove the billboard or sign. If the property owner files a timely appeal, the time added for removing the billboard or sign shall be tolled until the magistrate's court renders a decision. In the event that an abandoned billboard or sign is removed, the billboard or sign owner and/or the property owner shall have the right to replace it ~~the sign~~ with a new billboard or sign of the same size and height and for the same location for a period of six months from the date of removal.

(Ord. No. 2007-09, § 5, 8-21-2007)

Sec. 32-521. - Exemptions:

Any sign or billboard with a sign or billboard area less than 50 square feet shall be exempted from these regulations.

(Ord. No. 2007-09, § 6, 8-21-2007)

Sec. 32-522. - Fees:

Fees shall be established for the cost of a sign permit by resolution of the county council from time to time.

(Ord. No. 2007-09, § 7, 8-21-2007)

Sec. 32-523. - Permits:

Upon satisfactory completion of all requirements set forth in this article, the owner/agent shall be issued a land use permit by the Community Development Director or his/her designee planning director for construction of the billboard or sign. The land use permit shall be valid for six months from the date of issue; the owner/agent may be granted a one-time six-month extension, provided a written request is submitted to the planning director no later than seven working days prior to the original expiration date. Request for extension shall include documentation of efforts to obtain other necessary permits, and

permissions needed to begin construction, specifically noting reason for extension request. Extensions shall be granted only to those projects that were delayed through no fault of the owner/agent of the billboard(s) or sign. The land use permit issued by the planning director shall in no way be construed to be a building permit needed to begin construction of a sign. No building permit, or other county-issued permit, certification or approval, shall be issued for a billboard or commercial sign prior to the issuance of the land use permit.

~~(Ord. No. 2007-09, § 2, 3-27-2007)~~

Sec. 32-524 - Penalties.

Any person or entity violating the regulations set forth in this article is guilty of a misdemeanor and may be fined up to \$500.00 dollars or imprisoned for 30 days or both.

~~(Ord. No. 2007-09, § 4, 3-27-2007)~~

Secs. 32-525 - 32-600 - Reserved

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

ORDINANCE 2017-14

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A CONTRACT FOR THE DESIGN, CONSTRUCTION, AND OPERATION OF THE OCONEE COUNTY WORKFORCE DEVELOPMENT CENTER, AND FURTHER, AUTHORIZING THE TRANSFER OF THE LAND UPON WHICH THE OCONEE COUNTY WORKFORCE DEVELOPMENT CENTER WILL BE LOCATED; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Oconee County, South Carolina (the "County") is a body politic and corporate and a political subdivision of the State of South Carolina and is authorized by the provisions of Title 4, Chapter 9 of the Code of Laws of South Carolina 1976, as amended, to sell or otherwise dispose of real property and to make and execute contracts; and

WHEREAS, the County currently desires to execute and enter into a Contract for the Design, Construction, and Operation of the Oconee County Workforce Development Center (the "Contract") with the School District of Oconee County ("SDOC") and Tri-County Technical College ("TCTC"); and

WHEREAS, the Oconee County Council (the "Council") has reviewed the form of the Contract, attached hereto as Exhibit "A," and determined that it is in the best interest of the County and its residents and citizens for the County to execute and enter into the Contract, and the Council wishes to approve the same and to authorize the County Administrator to execute and deliver the Contract and all related agreements and documents necessary or incidental thereto; and

WHEREAS, Oconee County is the owner of that certain tract of land situate in Oconee County, commonly known as the Oconee Industry and Technology Park ("OITP"), TMS No.: 221-00-01-001; and

WHEREAS, it is contemplated by the Contract that a portion of the OITP, as shown on Exhibits "B" and "C" (the "Project Site") will be transferred from the County to the SDOC.

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

Section 1. Contract Approved. The Contract is hereby approved, and the County Administrator is hereby authorized to execute and deliver the Contract in substantially the same form as Exhibit "A," attached hereto.

Section 2. Project Site Transfer Approved. The transfer of the Project Site, consistent with the terms of the Contract, is hereby approved, and the County Administrator is hereby authorized and directed to execute and deliver a deed and/or such other conveyance documents, and to take all other steps as are necessary and appropriate to transfer the Project Site to the SDOC.

Section 3. Related Documents and Instruments; Future Acts. The County Administrator is hereby authorized to negotiate such documents and instruments which may be necessary or incidental to the Contract and the Project Site transfer and to execute and deliver any such documents and instruments on behalf of the County.

Section 4. Severability. Should any term, provision, or content of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall have no effect on the remainder of this Ordinance.

Section 5. General Repeal. All ordinances, orders, resolutions, and actions, specifically including proposed Ordinance 2016-30, of the Oconee County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and superseded.

Section 6. Effective Date. This Ordinance shall become effective and be in full force and effect from and after public hearing and third reading in accordance with the Code of Ordinances of Oconee County, South Carolina.

ORDAINED in meeting, duly assembled, this ____ day of _____, 2017.

ATTEST:

Clerk to Oconee County Council
Katie Smith

Edda Cammick
Chair, Oconee County Council

First Reading: June 6, 2017
Second Reading: June 20, 2017
Third Reading: July 18, 2017
Public Hearing: July 18, 2017

EXHIBIT A

Attached.

EXHIBIT B

Attached.

EXHIBIT C

Attached.

"OITP" shall mean the Oconee Industry and Technology Park.

"Property" shall mean that parcel of land situate in the OITP, as shown on Exhibit D, attached hereto, upon which the Project will be constructed.

"Project" shall mean the Oconee County Workforce Development Center, and shall generally consist of those improvements as depicted on Exhibit D.

"SDOC" shall mean the School District of Oconee County.

"State" shall mean the State of South Carolina.

"TCTC" shall mean Tri-County Technical College.

ARTICLE II
GENERAL REPRESENTATIONS, WARRANTIES, AND AGREEMENTS

Section 2.1. Representations, Warranties, and Agreements of the SDOC.

(a) It is a body politic and corporate and is authorized to enter into this Agreement.

(b) It will not be in default in any of its obligations (contractual or otherwise), including any violation of any applicable debt limit(s), as a result of entering into and performing under this Agreement.

(c) Unless stated otherwise herein, it agrees to be bound by the terms and obligations contained within the memoranda of understanding attached hereto as Exhibits A, B, and C, including but not limited to: (1) its agreement to procure and administer predesign and Construction Manager at Risk services and make financial contributions for such services as stated in Exhibit B; and (2) to manage and administer all contracts associated with the Project, and to make additional financial and other contributions to and for the design and construction of the Project as outlined in Exhibit C and as defined more specifically herein.

(d) To the extent within its control and as permitted by law, it has made or will make binding budgetary appropriations, of sufficient amounts and with sufficient detail, in order to carry out its obligations herein, provided, however, none of SDOC's obligations are intended to, nor shall they ever, constitute an indebtedness of SDOC, the state, or any other political subdivision of the State.

Section 2.2. Representations, Warranties, and Agreements of TCTC.

(a) It is a body politic and corporate and is authorized to enter into this Agreement.

(b) It will not be in default in any of its obligations (contractual or otherwise), including any violation of any applicable debt limit(s), as a result of entering into and performing under this Agreement.

(c) Unless stated otherwise herein, it agrees to be bound by the terms and obligations contained within the memoranda of understanding attached hereto as Exhibits A, B, and C, including but not limited to: (1) its agreement to make financial contributions for predesign services as stated in Exhibit B; and (2) to make additional financial and other contributions to and for the design and construction of the Project as outlined in Exhibit C and as defined more specifically herein.

(d) To the extent within its control and as permitted by law, it has made or will make budgetary appropriations of the funds provided by the State of South Carolina ("State") for the Project to carry out TCTC's obligations herein, provided, however, none of TCTC's obligations are intended to, nor shall they ever, constitute an indebtedness of TCTC or the State or any other political subdivision of the State.

Section 2.3. Representations, Warranties, and Agreements of the County:

- (a) It is a body politic and corporate and is authorized to enter into this Agreement.
- (b) It will not be in default in any of its obligations (contractual or otherwise), including any violation of any applicable debt limit(s), as a result of entering into and performing under this Agreement.
- (c) Unless stated otherwise herein, it agrees to (i) perform the work as shown on Exhibit E attached hereto and incorporated herein. As shown on Exhibit E, the County's work includes certain land preparation (primarily mass grading, which does not include finish pad grading or preparation), infrastructure costs (including a road, curbs, drainage and a stormwater facility located outside of the Property but within the OITP), intersection improvements at Highway 11 (contingent on LAR grant funding), internal utilities (water and sewer, excluding taps to the respective buildings), and civil design and site work relating to the foregoing, all in connection with the Oconee County Workforce Development Center (to be undertaken in partnership among the County, Tri-County Technical College, and the School District of Oconee County, South Carolina) and the Oconee Industry and Technology Park; and (ii) be bound by the terms and obligations contained within the memoranda of understanding attached hereto as Exhibits A, B, and C, including: (A) It has fulfilled its obligations under the terms of Exhibits B and C as relate to design and/or construction costs; (B) it agrees to contribute and/or pay for the site work and Infrastructure costs of the project as stated above; (C) it agrees to transfer the Property to the SDOC under the terms and conditions contained herein; (D) its contributions for site work and infrastructure, along with the transfer of the Property, are the County's sole remaining obligations for the design and construction of the Project.

ARTICLE III
THE PROJECT

Section 3.1. Identification of the Project. The Project shall consist of those Improvements as generally depicted on Exhibit D.

Section 3.2. Location of the Project. The Project shall be located within the OITP as generally shown on Exhibit D.

Section 3.3. Project Site Preparation. Prior to commencement of any construction, the County shall provide for the work described in Section 2.3(c), above.

Section 3.4. Design and Construction of the Project. The SDOC shall bear primary responsibility for designing and constructing, subject to full compliance with all local, state, and federal building codes, industry standards, manufacturer requirements, and procurement laws, the Project. The SDOC will confer with TCTC and the County during the design and construction of the Project and prior to construction will obtain the approval of TCTC and the County as to the final pre-construction design materials and specifications, which approval will not be unreasonably withheld. Subsequently, the SDOC will obtain prior approval from TCTC and the County as to any planned changes in design or construction affecting TCTC's or the County's portions of the Project, and where practicable the parties will confirm such approvals in writing.

Except as set forth in section 2.3(c) and 3.3 of this Agreement, all costs related to design, construction, and operation of the Project shall be borne by, and the sole responsibility of the SDOC and TCTC, as those Parties shall agree by subsequent agreement ("Construction, Lease and Operations Agreement"), the substantially final form of which is attached to this Agreement as Exhibit F, subject to review, revision, and approval, as described in the succeeding sentence. The Parties do not have any rights or obligations under this Agreement unless and until TCTC has received all review by and approvals from all appropriate governmental bodies, for example, Commission on Higher Education, Joint Bond Review Committee, State Fiscal Accountability Authority, regarding the construction, lease and operation of the Project and the form of the "Construction, Lease and Operations Agreement."

The County's contribution to the Project is limited to site improvements, Infrastructure, and the transfer of the Property to the SDOC. The County and the SDOC agree that TCTC's obligations under this Agreement with respect to the costs associated with designing and constructing the Project are limited by the amount of the State appropriation (\$7,250,000) for those purposes, and TCTC is not obligated to spend any additional funds for those purposes.

Section 3.5. Ownership of the Property. Contingent upon all conditions precedent being fulfilled by the SDOC and TCTC, as stated herein and with specific reference being made to the completion of approved design plans and specifications and satisfactory financial assurances, the County will transfer the Property to the SDOC prior to construction of the Project. Such transfer will be by limited warranty deed, in a form mutually agreeable to the Parties, and specifically subject to a reversionary interest reserved to the County as follows: If the Property ceases to be used and operated as a Workforce Development Center or otherwise as an educational facility operated by the SDOC of a similar nature and scale as the Project, that has for its primary purpose the provision of technical education and work-based learning, as well as the stimulation and support of economic development then the County shall have the right, upon notice to the SDOC and TCTC, to re-enter upon the Property and re-take possession thereof, in which event fee simple title to the Property, including all improvements thereon, shall revert to the County upon exercise of such right of re-entry. The County shall be entitled to reimbursement of all attorney fees and costs from the SDOC if litigation is necessary to enforce the County's reversionary interest. Any transfer by the SDOC to TCTC, or any other entity of all or a portion of the Property shall also be subject all conditions stated in this Agreement, including the County's reversionary interest, which shall run with the land. The County acknowledges the SDOC and TCTC intend to enter a lease or other similar arrangement with respect to TCTC's right to occupy and use the Project, as described in section 3.4 of this Agreement. The Parties agree that if TCTC terminates or discontinues its lease and use of the Project, such action will not trigger the reversionary clause so long as the SDOC continues to operate an educational facility on the property as described above.

Section 3.6. Infrastructure serving the Project.

(a) It is understood by the Parties that the County is incurring or has incurred bonded indebtedness, by way of 2016 general obligation bonds ("Bond Program"), in order to provide for the site improvements and Infrastructure serving the Project.

(b) It is further understood that funds received through the Bond Program, which are generally allocable to the Project, are not solely purposed to serve the Project, but they will also be used to effect site improvements and provide Infrastructure throughout the OITP, among other uses.

(c) It is agreed that if the County is unable to secure all funds it anticipates from the Bond Program that would be allocable to the Project, then the Parties are released from their obligations under this Agreement.

(d) The site improvements and Infrastructure that the County commits to contribute to the Project, subject to the conditions above, are generally shown on Exhibit E, attached hereto and incorporated herein by reference.

Section 3.7. Commencement and Completion of Development and Construction.

(a) The Parties agree that time is of the essence in fulfilling the terms of this Agreement.

(b) Thus, the Parties shall proceed to discharge their obligations herein expeditiously and in accordance with their budgetary appropriations and capital improvement plans.

Section 3.8. Compliance with Permits and Laws. The Project shall be designed and constructed in accordance with all terms and conditions of the permit(s) issued in relation thereto, and in conformity with all industry standards, manufacturer requirements, and any and all local, state, and federal laws.

Section 3.9. Operation of the Project. The Project will be operated by the SDOC. As between the

County and the SDOC, the SDOC shall be responsible for all costs associated with operating the Project. As between the SDOC and TCTC, the relative share of the costs associated with operating the Project shall be set forth in the Construction, Lease and Operations Agreement.

Section 3.10. Damage to or Destruction of Project - Insurance. In the event the Project is damaged or destroyed, in whole or in part, so as to make it unusable for the purposes intended, the SDOC agrees, subject to available insurance proceeds being available, to rebuild the Project in substantially the same form as it was original constructed, within two years from the date of damage or destruction. In the event that the Project is not reconstructed for any reason, the SDOC agrees to clean up all of the debris and to leave the Property in substantially the same condition as when title is transferred from the County to the SDOC and to transfer the Property back to the County consistent with the County's reversionary rights as described in section 3.5 of this Agreement. The SDOC agrees to carry property damage insurance on the Project in an amount sufficient to cover all replacement costs with the County and TCTC named as additional insureds or loss payees, as their respective interests may appear, on the policy.

Section 3.11. Obligation to Rebuild - Use of Insurance Proceeds. In the event the Project is damaged or destroyed, the proceeds of any insurance shall be deposited with an escrow agent which is acceptable to the Parties until arrangements can be made to repair or rebuild the Project. In the event the SDOC does not, for any reason, repair and/or reconstruct the Project or clean up all debris, leaving the project in the condition described in section 3.10 of this Agreement, then the County shall have the right to use such amount of the escrowed proceeds as necessary for the cleanup and removal of debris and/or the reconstruction of the Project.

ARTICLE IV DEFAULT

Section 4.1. Defaults. Each of the following events shall be a default and a breach of this Agreement and constitute an "Event of Default":

(a) **Abandonment.** Abandonment of the Project, where such abandonment continues for a period of 90 days after notice thereof by either Party to a non-defaulting party. Such abandonment shall not include any time that the Project is vacated due to a casualty.

(b) **Attachment or Other Levy.** The subjection of any right or interest of the SDOC or TCTC in the Project to attachment, execution, or other levy, or to seizure under legal process, if not released within 60 days, after written notice of same.

(c) **Insolvency or Dissolution.** An assignment by the SDOC and/or TCTC for the benefit of creditors, or the filing of a voluntary or involuntary petition by or against the SDOC and/or TCTC under any law for the purpose of adjudicating the SDOC and/or TCTC as bankrupt or insolvent; or for extending time for payment, adjustment or satisfaction of the SDOC's and/or TCTC's liabilities; or reorganization, dissolution, or rearrangement on account of, or to prevent bankruptcy or insolvency.

(d) **Transfer of Interest.** Any transfer, sale, conveyance, assignment, subletting, hypothecation, encumbrance or pledge of a Party's interest in the Project whether voluntary, involuntary, or otherwise by operation of law, without the written consent of the other Parties.

(e) **Failure to Effect Site Improvements and/or Construct Infrastructure.** Failure by the County to effect the site improvements and/or construct Infrastructure as described in this Agreement.

(f) **Failure to Transfer Property.** Failure by the County to transfer the Property after the happening of all conditions precedent thereto.

(g) **Failure to Construct the Project.** Failure by the SDOC and TCTC to design or construct the Project on the

Property consistent with the design plans specifications as agreed to in writing by the Parties.

(h) Failure to Operate the Project. The failure to use and/or operate the Property / Project as a Workforce Development Center.

(i) Performance Under this Agreement. Failure to observe or perform any of a Party's covenants, conditions, other agreements under this Agreement; or the breach of any warranties, representations, or obligations made in the Agreement.

Section 4.2. Notice and Right to Cure. Upon the occurrence of any Default, as delineated in Section 4.1 or breach of any other provision of this Agreement by a Party hereto, unless a shorter time is stated in this Agreement, the defaulting Party shall have 90 days to cure the default after written notice is given by a non-defaulting Party, specifying the nature of the default; provided, however, that if after exercise of due diligence and its best efforts to cure such default, the defaulting Party is unable to do so within the ninety (90) day period, then the cure period may be extended, upon written agreement by the non-defaulting Party, or Parties, for a such reasonable time as may be deemed necessary to cure the default.

Section 4.3. Remedies. If any default shall continue uncured by a Party hereto, the non-defaulting Party may exercise any one or all of the following remedies in addition to all other rights and remedies provided by law or equity, from time to time, to which the non-defaulting Party may resort cumulatively or in the alternative:

(a) Enforce the terms of this Agreement, including the County's reversionary rights, or to seek injunctive relief, including a temporary restraining order, preliminary injunction, and specific performance without showing or proving any actual damage sustained and shall not thereby be deemed to have elected its remedies.

(b) Receive reimbursement from the defaulting Party for all expenses incurred by the non-defaulting Party in connection with the performance of the non-defaulting Party's obligations under this Agreement, including attorney fees and costs incurred in enforcing the terms of this Agreement.

(c) Pursue any other remedies available under the laws of the State of South Carolina.

(d) Remedies Cumulative. All the remedies hereinbefore given to the Parties and all rights and remedies given to them at law and in equity shall be cumulative and concurrent. It is agreed between the Parties to this Agreement that no adequate remedy at law is available in the event of a breach or threatened breach of this Agreement and the Parties are therefore entitled to injunctive relief, including specific performance, for any such actual or threatened breach.

ARTICLE V GENERAL PROVISIONS

Section 5.1. Conditions and Covenants. All of the provisions of this Agreement shall be deemed as running with the land, and construed to be "conditions" as well as "covenants" as though the words specifically expressing or imparting covenants and conditions were used in each separate provision.

Section 5.2. No Waiver of Breach. No failure by any Party to insist upon the strict performance by the another Party of any covenant, agreement, term, or condition of this Agreement, or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or of such covenant, agreement, term, or condition. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, condition, agreement, and term of this Agreement continue in full force and effect with respect to any other then existing or subsequent breach.

Section 5.3. Unavoidable Delay - Force Majeure. If a Party shall be delayed or prevented from the

performance of any act required by this Agreement by reason of acts of God, strikes, lockouts, labor troubles, inability to procure materials, restrictive governmental laws, regulations, or other cause, without fault and beyond the reasonable control of the Party obligated (financial inability excepted), performance of such act shall be excused for the period of the delay; and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

Section 5.4. Notices. Unless otherwise specifically provided in this Agreement or by law, any and all notices or other communications required or permitted by this Agreement or by law to be served on, given to, or delivered to any Party to this Agreement shall be in writing and shall be deemed duly served, given, delivered, and received when personally delivered (including confirmed overnight delivery service to the Party to whom it is directed), or in lieu of such personal delivery, when 3 business days have elapsed following deposit thereof in the United States mail, first-class postage prepaid, certified, return receipt requested, addressed to:

Oconee County: Oconee County, South Carolina
c/o Oconee County Administrator
415 South Pine Street
Walhalla, South Carolina 29691

with a copy to (does not constitute notice):
Oconee County Attorney
415 South Pine Street
Walhalla, South Carolina 29691

School District of
Oconee County: School District of Oconee County
c/o Superintendent
414 South Pine Street
Walhalla, South Carolina 29691

with a copy to (does not constitute notice):
Halligan Mahoney & Williams
c/o Allen D. Smith
P.O. Box 11367
Columbia, South Carolina 29211

Tri-County Technical College: Tri-County Technical College
c/o Vice President for Business Affairs
Post Office Box 587
Piedmont, South Carolina 29670

with a copy to (does not constitute notice):
Parker Poe Adams & Bernstein LLP
c/o Michael E. Kozlerek, Esquire
110 East Court Street, Suite 200
Greenville, South Carolina 29601

A Party may change its address for the purpose of this paragraph by giving written notice of such change to the other Parties in the manner provided in this paragraph.

Section 5.5. Captions. Captions in this Agreement are inserted for convenience of reference only and do not define, describe, or limit the scope or the intent of this Agreement or any of the terms hereof.

Section 5.6. Waiver; Amendment. No modification, waiver, amendment, discharge, or change of this

Agreement shall be valid unless the same is in writing and signed by the Party against which the enforcement of such modification, waiver, amendment, discharge, or change is or may be sought.

Section 5.7. Time. Time is of the essence of each obligation of each Party hereunder.

Section 5.8. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of South Carolina, without regard to conflict of law principles.

Section 5.9. Binding Effect. Subject to any provision of this Agreement that may prohibit or curtail assignment of any rights hereunder, this Agreement shall bind and inure to the benefit of the respective heirs, assigns, personal representatives, and successors of the Parties hereto.

Section 5.10. Execution of Other Instruments. Each Party agrees that it shall, upon the other's request, take any and all steps, and execute, acknowledge and deliver to the other Party any and all further instruments necessary or expedient to effectuate the purpose of this Agreement.

Section 5.11. Severability. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable or is otherwise challenged and determined to be invalid, illegal, or incapable of being enforced as a result of any rule of law or public policy issued by an administrative or judicial forum that is not subject to further appeal or is not actually appealed, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated. In such event or if an opinion of counsel is provided to the effect that this Agreement is not so enforceable, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible and to comply with applicable law, regulations or published governmental interpretations thereof, in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible.

Section 5.12. Counterparts. This Agreement may be executed by scanned signature, facsimile, or electronic means, in one or more counterparts, each of which shall be deemed an original and when taken together will constitute one instrument.

Section 5.13. Dispute Resolution; Waiver of Trial by Jury.

(a) Any conflict, dispute, or grievance (collectively, "Conflict") by and between any Party to this Agreement shall be submitted to mediation before initiating court proceedings. The mediator selected to conduct the mediation must be mutually agreed upon by Parties. The site for the mediation shall be Walhalla, South Carolina, and the mediation hearing shall be held within 30 days of the selection of the mediator, unless otherwise agreed. Each Party shall bear its own expenses associated with the mediation, and the Parties shall split the fees and expenses of the mediator evenly. Failure to agree to the selection of a mediator, refusal to participate in the mediation process, or failure to resolve the Conflict through mediation will entitle the Parties to pursue other methods of dispute resolution, including without limitation, litigation. Notwithstanding any other provision contained herein, nothing in this Agreement shall be construed as requiring either Party to participate in mediation prior to initiating court proceedings in which a temporary restraining order or preliminary injunction is sought. In such situations, the Parties shall conduct mediation within 30 days after the hearing on such motions or within such other time as is prescribed by the Court.

(b) THE PARTIES MUTUALLY, EXPRESSLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY FOR ANY PROCEEDINGS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, OR ARISING OUT OF ANY CONDUCT OR COURSE OF DEALING OF THE PARTIES, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF ANY PERSONS. THIS WAIVER IS A MATERIAL INDUCEMENT TO THE PARTIES TO ACCEPT DELIVERY OF THIS AGREEMENT.

Section 5.14. Approval and Authority. This Agreement is subject to approval by the governing body of

each Party and will take effect upon its execution by all Parties after such approval.

**[ONE SIGNATURE PAGE AND SIX EXHIBITS FOLLOW]
[REMAINDER OF PAGE INTENTIONALLY BLANK]**

SIGNATURE PAGE:
CONTRACT FOR THE DESIGN, CONSTRUCTION, AND
OPERATION OF THE OCONEE COUNTY WORKFORCE DEVELOPMENT CENTER
EXHIBITS A-F FOLLOW

TRI-COUNTY TECHNICAL COLLEGE

By: _____

Names: _____

Its: _____

OCONEE COUNTY, SOUTH CAROLINA

By: _____

Names: _____

Its: _____

SCHOOL DISTRICT OF OCONEE COUNTY

By: _____

Names: _____

Its: _____

EXHIBIT A
MEMORANDUM OF UNDERSTANDING, DATED JUNE 16, 2015

EXHIBIT B
MEMORANDUM OF UNDERSTANDING, DATED DECEMBER 15, 2016

EXHIBIT C
MEMORANDUM OF UNDERSTANDING, DATED JUNE 8, 2016

EXHIBIT D
PROPERTY AND PROJECT DEPICTION

EXHIBIT E
COUNTY COMMITTED SITE IMPROVEMENTS AND INFRASTRUCTURE

EXHIBIT F
[SUBSTANTIALLY FINAL FORM OF]
CONSTRUCTION, LEASE AND OPERATIONS AGREEMENT

LEASE AGREEMENT

THIS LEASE AGREEMENT (“Lease”) is made and entered into as of July _____, 2017 (“**Effective Date**”), between School District of Oconee County (“**Landlord**”), and Tri-County Technical College (“**Tenant**”).

WITNESSETH:

In consideration of the mutual covenants and agreements contained herein, the parties hereto agree for themselves, their successors and assigns, as follows:

LANDLORD PROPERTY. Subject to certain reversionary rights of Oconee County, South Carolina (“County”), Landlord owns certain real estate consisting of land, buildings and other improvements, and fixtures, together with all rights, appurtenances, easements, and privileges thereto, located in Oconee County, South Carolina, as more particularly depicted in **Exhibit A** attached hereto and incorporated herein by reference (“**Landlord Property**”).

LEASED PREMISES AND TERM. Landlord, in consideration of the rents, covenants, and agreements hereinafter reserved and contained to be paid and performed by Tenant, hereby demises and lets unto Tenant that certain real estate consisting of land, buildings and other improvements, and fixtures, together with all rights, appurtenances, easements, and privileges thereto, located in Oconee County, South Carolina, as more particularly depicted in **Exhibit B** attached hereto and incorporated herein by reference (“**Leased Premises**”), for a term commencing on the Effective Date and, unless sooner terminated as provided in this Lease, extending for an term expiring on the date which is fifty years after the Effective Date (as the same may be extended, “**Term**”).

This Lease, at the option of Tenant, exercised by written notice to Landlord given 180 days prior to the expiration of the Term or any extension period herein referred to (excluding the last extension period) may be extended for five successive periods of ten years each upon the terms and conditions set forth in this Lease; provided, however, Tenant is not in default hereunder at the time of giving such notice and at the time any such extension period commences.

CONSTRUCTION OF PROPERTY. Except as set forth in, and subject to, Contract for the Design, Construction, and Operation of the Oconee County Workforce Development Center, dated July [], 2017, among the County, Landlord, and Tenant (“Tri-Party Agreement”), all costs related to design, construction, and operation of the Project (as defined in the Tri-Party Agreement) shall be borne by, and the sole responsibility of Landlord and Tenant. Except for the costs of those portions of the Project to be paid by the County under the Tri-Party Agreement, which shall be borne by the County, Landlord and Tenant shall fairly apportion the costs of design, construction, and operation of the Project according to the ultimate intended use of the Project—that is, (a) the costs of those portions of the Project to be used by Landlord shall be borne by Landlord, (b) the costs of those portions of the Project to be used by Tenant shall be borne by Tenant, and (c) the costs of the those portions of the Project to be used in common by Landlord and Tenant shall be borne by Tenant based on the percentage of the estimated square footage of buildings making up a part of Leased Premises relative to the total square footage of all buildings on Landlord’s Property, with Landlord bearing the remainder.

1. **RENT.** Commencing on the Effective Date, Tenant shall pay and Landlord shall accept as rent (“**Rent**”) for Leased Premises the sum of \$1.00 for the entirety of the Term. Rent shall be paid to Landlord without demand and without setoff or reduction on or before the tenth day after the Effective

Date at the offices of Landlord specified herein, or at such other address as Landlord may designate to Tenant by Notice in the manner hereinafter provided.

2. **USE OF LEASED PREMISES.** Tenant covenants and agrees that Leased Premises shall be used solely for those, as permitted in Tri-Party Agreement, and for no other purpose without the prior written approval of Landlord ("**Permitted Use**").

3. **TAXES.** The parties do not expect any taxes will be due with respect to Leased Premises. The parties shall cooperate regarding a party's effort to apply for, achieve, and maintain any appropriate tax-exemptions, abatements, or reductions. To the extent any taxes are or become due and payable, the parties shall act according to the following.

(a) Tenant shall pay promptly when due or make reimbursement to Landlord for all taxes imposed upon the Rent, this Lease, and Tenant's operation, including, without limitation, all sales taxes, value added taxes, documentary taxes, stamp taxes, and other taxes assessed upon the consideration to be received by Landlord for this Lease.

(b) Tenant covenants and agrees to pay throughout the Term of this Lease, or at Landlord's election reimburse Landlord for all levies, real estate taxes, ad valorem taxes, water and sewer charges, and similar charges, including fees in lieu of taxes pursuant to an agreement with any applicable governmental authority, and to make all payments on account of special or general assessments (all of which are referred to in this Lease as "**taxes**" or "**tax**") which are levied or assessed against Leased Premises and/or the buildings and improvements thereon, or any part thereof, or any taxable interest therein, and which become payable during the Term as aforesaid, whether such taxes are ordinary or extraordinary, when they shall respectively become due and payable, to the end that Landlord shall receive the Rent free and clear of all taxes which become payable during the Term of this Lease. For purposes of determining the taxes associated with Leased Premises, Tenant shall pay a proportionate share of the total taxes associated with Landlord's Property based on the percentage of the square footage of buildings making up a part of Leased Premises relative to the total square footage of all buildings on Landlord's Property.

4. **IMPROVEMENTS.** Leased Premises are leased and Tenant accepts the same in their "as is" condition. Landlord shall have no obligation to build or make any improvements thereon or thereto whatsoever.

5. **UTILITIES:** Tenant shall pay, prior to delinquency, all electricity, heat, water, sewer, trash removal, and all other utility charges and costs of any kind for utilities used or consumed at Leased Premises. Landlord is not responsible for any interruptions or curtailments in utility services unless caused in whole or in part by Landlord.

6. **INSURANCE.** Tenant shall obtain, on or before the earlier of the Effective Date or Tenant's entering Leased Premises for any purpose, and keep in force at all times thereafter during the Term of this Lease, the following insurance coverages with respect to Leased Premises:

(a) Commercial general liability insurance, with contractual liability broad form liability endorsement insuring against any and all liability for injury to or death of a person or persons and for damage to property occasioned by or arising out of any construction work being done on Leased Premises, or arising out of the use or occupancy of Leased Premises, or in any way occasioned by or arising out of the activities of Tenant, its agents, contractors, employees, guests, invitees, or licensees in Leased Premises, the limits of such policy or policies to be in amounts not less than \$1,000,000.00 for each occurrence combined single limit and an aggregate of not less than \$2,000,000.00. Such insurance shall, in addition, extend to any liability of Tenant arising out of the indemnities provided for in this Lease. All-risk or "special form" property insurance in an amount adequate to cover loss of the replacement value of all personal property, decorations, trade fixtures, furnishing, equipment, alterations,

and all other contents located or placed therein.

(b) Workmen's compensation insurance covering all persons employed directly or indirectly in connection with any work performed by Tenant or any repair or alteration authorized by this Lease or consented to by Landlord and all employees and agents of Tenant with respect to whom death or bodily injury claims could be asserted against Landlord or Tenant, as required by applicable law.

(c) Tenant shall reimburse Landlord, within ten days of written demand, for all premiums incurred by Landlord in connection with such hazard insurance as Landlord shall deem appropriate for Leased Premises.

(d) Such other types of insurance in form and amount which Landlord shall reasonably deem to be prudent for Tenant to carry.

(e) All of the aforesaid insurance (except for Workmen's Compensation Insurance) shall be written in the name of Tenant with Landlord (and any designee(s) of Landlord) named as an additional insured and shall be written by whatever company or South Carolina governmental entity Tenant shall select. All such insurance shall contain endorsements that (i) such insurance may not be cancelled or amended with respect to Landlord (or its designees) except upon thirty days' prior written notice to Landlord (and such designees) by the insurance company and (ii) Tenant shall be solely responsible for payment of premiums and Landlord (or its designees) shall not be required to pay any premium for such insurance. The minimum limits of the commercial general liability policy of insurance shall in no way limit or diminish Tenant's liability hereunder. Tenant shall deliver to Landlord at least fifteen days prior to the time such insurance is first required to be carried by Tenant, and thereafter at least fifteen days prior to the expiration of such policy, either a duplicate original or a certificate of insurance on all policies procured by Tenant in compliance with its obligations hereunder, together with evidence satisfactory to Landlord of the payment of the premiums therefor. If Tenant fails to obtain and provide any or all of the aforesaid insurance, then Landlord may, but shall not be required to, purchase such insurance on behalf of Tenant and add the cost of such insurance as additional Rent due under this Lease. Tenant agrees, at its own expense, to comply with all rules and regulations of the fire insurance rating organization having jurisdiction.

7. WAIVER OF SUBROGATION. Landlord and Tenant hereby release each other and each party's officers, directors, employees, and agents from liability or responsibility for any loss or damage to their respective property covered by insurance policies, or which would have been covered by insurance if the party had complied with the terms and provisions of this Lease. This release shall apply to Landlord and Tenant and anyone claiming through or under Landlord or Tenant, by way of subrogation or otherwise, even if the occurrence was caused by the fault or negligence of Landlord or Tenant or anyone under their control. Each of Landlord and Tenant shall cause any property damage insurance which it maintains in respect to Leased Premises to contain a provision whereby the insurer waives any rights of subrogation against the other party.

8. REPAIRS. During the Term hereof, Tenant agrees to perform all construction, repairs, replacements, maintenance, and reconstruction, whether foreseeable or unforeseen, ordinary or extraordinary, structural or non-structural of the buildings and other improvements now or hereafter located on Leased Premises and all additions thereto or alterations thereof at Tenant's sole cost and expense. Tenant will not suffer or permit any waste or neglect of Leased Premises and will take such steps as often as may be necessary to keep the buildings, appurtenances, and other improvements on Leased Premises in a first-class and modern condition. Tenant shall keep Leased Premises in good order and condition and a good state of repair at all times, including without limitation, keeping same in a clean and sanitary condition, promptly removing all rubbish, litter, and surface waters, and resurfacing, marking and repairing of all parking areas, walkways, and landscaping.

9. **ALTERATIONS AND IMPROVEMENTS.** Tenant shall not make any alterations or improvements to Leased Premises without the prior written consent of Landlord.

10. **DAMAGE OR DESTRUCTION.** Tenant agrees that no damage or destruction to any buildings or improvements by fire, windstorm, or any other casualty shall entitle Tenant to surrender possession of Leased Premises or to terminate this Lease, or to violate any of its provisions, or to cause the abatement or rebate in the Rent then due or thereafter becoming due under the terms hereof. In the event all or any portion of the buildings or improvements on Leased Premises shall be damaged or destroyed, Tenant, at its sole cost and expense, shall promptly repair, restore, and rebuild same to the condition as existed immediately prior to such damage or destruction within one year from the date of such casualty. If Tenant shall be in default at any time while there remains outstanding any obligation from any insurance company to pay for the damage or any part thereof, then the claim against the insurance company shall be deemed immediately to become the absolute and unconditional property of Landlord. Upon curing of any such default all funds shall be paid to Tenant.

11. **CONDEMNATION.** In the event the entire Leased Premises shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority, this Lease shall terminate and expire as of the date of such taking or conveyance made in lieu thereof and Landlord and Tenant shall thereupon be released from any further duties or obligations hereunder. If a portion of Leased Premises is taken, or conveyance made in lieu thereof, then Rent shall be equitably apportioned according to the portion of Leased Premises so taken, and Tenant shall, at its own expense, restore the remaining portion of Leased Premises to operate as the Permitted Use. All compensation awarded or paid upon such a total or partial taking of Leased Premises shall belong to and be the property of Landlord without any participation by Tenant; provided, however, Tenant shall have the right to pursue a collateral action seeking recovery of its costs and expenses associated with the termination of the Lease.

12. **ASSIGNMENT OR SUBLETTING.** Tenant shall make no assignment or subletting without the prior written consent of Landlord, and upon such terms and conditions as Landlord may approve. Any assignment or Lease of Leased Premises shall not release or relieve Tenant from any obligations of this Lease. Any assignee of Tenant pursuant to an assignment consented to by Landlord shall assume Tenant's obligations hereunder and shall deliver to Landlord an assignment and assumption agreement in form satisfactory to Landlord within ten days after the effective date of the assignment.

13. **FINANCING: SUBORDINATION OF TENANTS INTEREST.** Tenant agrees that this Lease and all of Tenant's right, title, and interest in and to this Lease and Leased Premises is subject and subordinate to any mortgage, deed of trust, or other security instrument which Landlord may now or hereafter place upon all or any portion of Leased Premises (each, "**Mortgage**") and to all renewals, modifications, amendments, and extensions thereof and to all the terms and provisions thereof. This provision is self-operative. Tenant agrees, however, to promptly execute any document or instrument which may be requested by Landlord or any mortgagee or lender holding a Mortgage (each, "**Mortgagee**") evidencing such subordination.

14. **ESTOPPEL CERTIFICATE.** Tenant shall, from time to time within ten days after Landlord's demand, execute and deliver to Landlord and/or Landlord's designee an estoppel certificate in a form acceptable to Landlord and/or Landlord's designee certifying (a) that this Lease is unmodified and in full force and effect (or if there have been modifications, that this Lease is in full force and effect as so modified), (b) the dates to which rent and other charges payable under this Lease have been paid, (c) that Landlord is not in default under this Lease (or if Tenant alleges a default, then (i) stating the nature of such alleged default, and (ii) the date of written notice provided to Landlord stating such default), and (d) such other matters as Landlord and/or such designee may require. If Tenant fails to execute and deliver to Landlord and/or Landlord's designee any such estoppel certificate within ten days after Landlord's demand, then Tenant shall be automatically deemed to have approved such estoppel certificate in the form submitted to Tenant and all the matters set forth therein.

EXHIBIT F-4

15. HAZARDOUS MATERIALS

(a) Throughout the Term, Tenant and Tenant's employees, agents, invitees, licensees, and contractors shall not cause, permit, or allow any substances, chemicals, materials, or pollutants (whether solid, liquid, or gaseous) deemed to be toxic or hazardous or the manufacture, storage, transport, or disposal of which is regulated, governed, restricted, or prohibited by any federal, state, or local agency or authority, or under any federal, state, or local law, ordinance, rule, or regulation related to the environment, health, or safety (collectively, "**Environmental Laws**"), including, without limitation, any oil, gasoline, petroleum, petroleum by-products, hazardous substances, toxic substances, hazardous waste, asbestos, or asbestos containing materials (collectively, "**Hazardous Materials**"), to be handled, placed, stored, dumped, released, manufactured, used, transported, or located on, in, under, or about Leased Premises. Notwithstanding the foregoing paragraph, Tenant shall not be prohibited from handling, placing, storing, using and transporting Hazardous Materials that are required to be used by Tenant, as described in paragraph 3, above "Use of Leased Premises," so long as such materials are handled, used, stored and transported in accordance with applicable laws and regulations.

(b) Tenant shall give Landlord immediate written notice of any problem, spill, discharge, threatened discharge, or discovery of any Hazardous Materials on or about Leased Premises or claim thereof.

16. DEFAULT. Tenant shall be in default hereunder if (a) Tenant fails to pay when due Rent and any other sums due under this Lease; (b) Tenant fails to observe and perform any of the other terms, covenants, and/or conditions of this Lease and such default shall continue for more than thirty days after written notice from Landlord to Tenant; (c) Tenant fails to pay when due the Rent and any other sums payable under this Lease three or more times in any period of twelve consecutive months; or (d) Leased Premises shall be abandoned (as defined below) or vacated for a period of more than fifteen consecutive days during the Term.

In the event of any default by Tenant, Landlord may (i) cure Tenant's default at Tenant's cost and expense, and/or (ii) re-enter Leased Premises and remove all persons and all or any property therefrom by any suitable action or proceeding at law, without being liable for any prosecution therefor or damages therefrom, and repossess and enjoy Leased Premises with all buildings, additions, alterations, and improvements, and Landlord may, at its option, repair, alter, remodel, and/or change the character of the improvements on Leased Premises as it may deem fit, and/or (iii) at any time relet Leased Premises or any part or parts thereof, as the agent of Tenant or in Landlord's own right, and/or (iv) terminate this Lease upon not less than five days' written notice to Tenant. The exercise by Landlord of any right granted in this section shall not relieve Tenant from the obligation to make all rental payments and to fulfill all other covenants required by this Lease at the time and in the manner provided herein and if Landlord so desires all current and future rent and other monetary obligations due hereunder less the fair rental value of Leased Premises (adjusted to reflect the present value of said obligation as of said date using the statutory judgment interest rate in making said calculation) shall become immediately due and payable. Tenant throughout the remaining Term hereof shall pay Landlord, no later than the last day of each month during the Term, the then current excess, if any, of the sum of the unpaid rentals and costs to Landlord resulting from such default by Tenant over the proceeds, if any, received by Landlord from such reletting, if any, but Landlord shall have no liability to account to Tenant for any excess. Landlord shall not be required to relet Leased Premises nor exercise any other right granted to Landlord hereunder, nor shall Landlord be under any obligation to minimize Tenant's loss as a result of Tenant's default. If Landlord attempts to relet Leased Premises, Landlord shall be the sole judge as to whether or not a proposed tenant is suitable and acceptable.

The failure of Landlord to insist upon strict performance of any of the terms, conditions, and covenants herein shall not be deemed to be a waiver of any rights or remedies that Landlord may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions, and covenants herein contained except as may be expressly waived in writing.

EXHIBIT F-5

Halligan Mahoney & Williams
c/o Allen D. Smith
P.O. Box 11367
Columbia, South Carolina 29211

If to Tenant: Tri-County Technical College
c/o Vice President for Business Affairs
Post Office Box 587
Piedmont, South Carolina 29670

with a copy to (does not constitute notice):

Parker Poe Adams & Bernstein LLP
c/o Michael E. Kozlarek, Esquire
110 East Court Street, Suite 200
Greenville, South Carolina 29601

22. **HOLDING OVER**. Tenant may not remain upon Leased Premises after the day of expiration of the Term without Landlord's written approval. With Landlord's approval, Tenant shall become a tenant-at-will and any such holding over shall not constitute an extension of the Lease. Nothing contained herein shall be interpreted to grant permission to Tenant to holdover or to deprive Landlord of any rights and remedies with respect thereto. Such occupancy shall be subject to all the terms, covenants and conditions of this Lease.

23. **OTHER PROVISIONS**.

(a) **Pro-Rata Share**. Notwithstanding the foregoing, Tenant shall be responsible for only that portion of taxes, utilities, and other charges or assessments related to Tenant's pro rata usage of the facilities (based on Tenant's rented space and acreage relative to the entirety of the Project and Property), which comprise Leased Premises

(b) **Short Form of Lease**. The parties agree that they will, at the request of either of them, promptly execute duplicate originals of an instrument in recordable form which will constitute a short form of Lease setting forth a description of Leased Premises, the Term, and any other portions hereof except monetary provisions as either party may request.

(c) **Entire Agreement**. This Lease, contains the entire agreement of the parties and may not be amended, modified, released, or discharged, in whole or in part, except by an instrument in writing signed by the parties.

(d) **Captions**. The captions contained in this Lease are for convenience and reference only, and shall not be held to explain, modify, amplify, or aid in the interpretation, construction, or meanings of the provisions of this Lease to which they relate.

(e) **Provisions Severable**. This Lease shall be governed by and construed in accordance with the laws of the State of South Carolina. If any provision of this Lease shall to any extent be invalid or unenforceable, the remainder of this Lease or the application of such provision or any portion thereof to any person or circumstances shall not be affected thereby, and each valid provision or portion thereof shall be enforceable to the fullest extent permitted by law.

(f) **Relationship of Parties**. Nothing contained in this Lease shall be construed to make the parties partners or joint venturers or to render either of said parties liable for the debts or obligations of the other, except as expressly provided in this Lease.

(g) **Nuisance.** Tenant covenants that it will not create or maintain or allow others to create or maintain any nuisance on Leased Premises.

(h) **Successors.** Subject to the provisions of this Lease, the covenants, conditions, and agreements contained herein shall bind and inure to the benefit of Landlord and Tenant and their respective successors, heirs, and assigns.

[SIGNATURE PAGE AND TWO EXHIBITS FOLLOW]
[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have executed this Lease as of the Effective Date.

LANDLORD:
SCHOOL DISTRICT OF OCONEE COUNTY

By: _____

Name: _____

Title: _____

TENANT:
TRI-COUNTY TECHNICAL COLLEGE

By: _____

Name: _____

Title: _____

EXHIBIT A
DEPICTION OF LANDLORD PROPERTY

EXHIBIT F-A-1

**EXHIBIT B
DEPICTION OF LEASED PREMISES**

EXHIBIT F-B-1

Memorandum of Understanding
between

OCONEE COUNTY COUNCIL, SCHOOL DISTRICT OF OCONEE COUNTY,
and TRI-COUNTY TECHNICAL COLLEGE

This Memorandum of Understanding is between Oconee County Council (the "Council"), the School District of Oconee County (the "School District") and Tri-County Technical College (the "College").

The purpose of this Memorandum of Understanding between the parties is to clearly state the intention of the College, the Council, and the School District to partner together to pursue design and construction of a *Tri-County Technical College Campus and Economic Development Center* in Oconee County to better prepare our youth for workforce placement. The Center will be dedicated to College and School District technical and career programs that meet the needs of local employers, provide a labor force to support expansion of existing industries, and attract new business and industry to Oconee County. The parties also understand time is of the essence and intend to begin construction of this facility within the next 2 years provided a site is obtained and all funding and approvals are secured by all parties.

The College, Council, and School District have made the goal of a viable presence in Oconee County a priority in their planning initiatives as indicated on the attached agenda.

It is hereby agreed by and between Oconee County Council, School District of Oconee County, and Tri-County Technical College that the location, design, and funding of an Economic Development Center are subject to approval of all parties, and that construction is contingent upon available funding and approval by Council and School District governance processes and the College Commission, along with any requisite State approvals.

This Memorandum of Understanding is executed this 16th day of June, 2015.

TRI-COUNTY TECHNICAL COLLEGE



Ronnie L. Booth, President

OCONEE COUNTY COUNCIL

T. Scott Moulder, County Administrator

SCHOOL DISTRICT OF OCONEE COUNTY

Michael Thorstend, Superintendent

Addendum A

Memorandum of Understanding

OCONEE COUNTY COUNCIL, SCHOOL DISTRICT OF OCONEE COUNTY,
and TRI-COUNTY TECHNICAL COLLEGE

Tri-County Technical College has made the goal of a viable presence in Oconee County a priority in its planning initiatives:

- As published in 2014-2015 Priorities and Initiatives: *"Develop a Plan for a Campus in Oconee County"*
- College Commission 2014-2015 Goals: *"Obtain Oconee property and complete feasibility study"*
- Fiscal Year 2016 TCTC Strategic Plan: *"Complete an Oconee County Economic Development Center master plan"*

MEMORANDUM OF UNDERSTANDING

between

**SCHOOL DISTRICT OF OCONEE COUNTY,
TRI-COUNTY TECHNICAL COLLEGE, and
OCONEE COUNTY**

This **MEMORANDUM OF UNDERSTANDING**, dated this ____ day of December, 2015, is hereby made and entered into by and between the SCHOOL DISTRICT OF OCONEE COUNTY, hereinafter referred to as "School District", TRI-COUNTY TECHNICAL COLLEGE, hereinafter referred to as "the College", and OCONEE COUNTY, hereinafter referred to as "the County".

The parties hereto have agreed to procure **pre-design services**, including but not limited to architectural/engineering, Construction Manager at Risk (CMR), and site surveys for the construction of the **Oconee County Workforce Development Center**, a joint venture to include a School District Career Center, a Tri-County campus, a County Economic Alliance Economic Development Center, and additional County facilities.

The parties will share the \$338,000.00 cost for pre-design architectural/engineering services in the following proportionate amounts:

School District of Oconee County	60%	\$202,800
Tri-County Technical College	20%	\$ 67,600
Oconee County	20%	\$ 67,600

Other costs associated with pre-design (such as CMR fees), will be shared at the same proportionate rate by each party not to exceed a total cost, collectively, of \$450,000.00 for all pre-design services contemplated by this Memorandum of Understanding. The School District will procure and administer the services of the Design and CMR vendors.

The College and the County will pay their proportionate share of the pre-design architectural/engineering costs to the School District in two payments of \$33,800 each. The first payment will be due Q4 2015; the second payment will be due Q1 2016. The School District will in turn pay the service provider the full amount for the pre-design services.

Other costs associated with pre-design will be paid by the College and the County in advance of the full amount due to the service provider, and the School District will pay the service provider the full amount due. Additional costs will be agreed upon by all three entities in writing prior to any expenditures.

This agreement shall remain in full force and effect through the contemplated pre-design phase; all other and future services and work shall be the subject of separate agreements.

This agreement is subject to approval by the governing body of each entity and will take effect upon its execution by all parties after such approval.

SCHOOL DISTRICT OF OCONEE COUNTY:

Witness: _____

OCONEE COUNTY:

Witness: _____

TRI-COUNTY TECHNICAL COLLEGE:

Witness: _____

**MEMORANDUM OF UNDERSTANDING FOR
THE OCONEE COUNTY WORKFORCE
DEVELOPMENT CENTER
COOPERATIVE PURCHASING PARTNERSHIP**

June 8, 2016

CONTENTS

- I. Scope and Background**
- II. Purposes**
- III. Goals**
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- VI. Procedures and Responsibilities**
- VII. Parties to this Memorandum of Agreement**

Oconee County Workforce Development Center Cooperative Purchasing Partnership MEMORANDUM OF UNDERSTANDING

I. SCOPE AND BACKGROUND

The Oconee County Workforce Development Center (OCWDC) project is a partnership between Tri-County Technical College ("TCTC"), Oconee County ("County"), and the School District of Oconee County ("SDOC") (collectively the "Participating Entities") to design and construct a Workforce Development Center in Oconee County to better prepare our students for workforce placement, and to serve as a showcase for economic development in the county.

II. PURPOSE

The purpose of this Memorandum of Understanding ("MOU") is to establish the OCWDC Cooperative Purchasing Partnership (the "Cooperative Purchasing Partnership") that is managed and administered by the SDOC, by which SDOC, TCTC, and the County join together in cooperative contracting, consistent with South Carolina procurement laws, where cooperative procurement is considered advantageous to the Participating Entities. Section 11-35-4810 of the South Carolina Consolidated Procurement Code (the "Procurement Code") allows a state or local procurement unit to participate in a cooperative procurement of construction with other governmental entities (such as the SDOC). This MOU outlines the contracting process, and the organization and operating policies in conducting cooperative procurements, as well as payment responsibilities of each participant.

The purpose of the Cooperative Purchasing Partnership is to implement multi-agency contracting, where appropriate, to achieve cost-effective and efficient acquisition of quality products and services, as well as more advantageous pricing or other terms for design and construction services related to the OCWDC project.

III. GOALS

1. Maximize cost savings for goods and services;
2. Consistent utilization of goods and services throughout the project; and
3. Reduce administrative costs.

IV. AUTHORIZATION

This MOU is entered into by the Participating Entities pursuant to the laws, rules, and regulations of the State of South Carolina . This MOU may only be modified by a written amendment duly executed by the parties to this MOU.

V. ORGANIZATION AND OPERATION

A. Partnership

The OCWDC Cooperative Purchasing Partnership shall consist of the SDOC, TCTC, and the County.

B. Organization

This MOU shall be administered by the OCWDC Cooperative Purchasing Partnership in accordance with this MOU.

VI. PROCEDURES AND RESPONSIBILITIES

The parties hereto have agreed that the SDOC will manage and administer all contracts associated with the project including but not limited to design services, Construction Manager at Risk (CMR) services, site surveys and any required inspection services for the construction of the Oconee County Workforce Development Center, a partnership to include a School District Career Center, a Tri-County campus, space of County use, and acreage for future expansion.

Section 11-35-4880 of the Procurement Code requires compliance with all provisions of the Procurement Code for purchasing activities as contemplated herein. Section 11-35-4880 also states that if the public procurement unit administering the cooperative purchase activity (here the SDOC) complies with the requirements of the Procurement Code, then all other public procurement units participating in the purchase activity shall be deemed to have complied with the Procurement Code. As the administering public procurement unit, the SDOC will procure and administer all contracts for the services required for the construction of the OCWDC project. Procurements will be handled in accordance with the SDOC's approved model procurement. Procurements will comply with the SDOC's model code and the Manual for Planning and Execution of State Permanent Improvements, Part II, and will be advertised in SCBO; All procurements will be in compliance with the Procurement Code.

The parties agreed in an MOU dated December 2, 2015 (Exhibit A) to share pre-design

architectural/engineering services in the following proportionate amounts:

School District of Oconee County	60%
Tri-County Technical College	20%
Oconee County	20%

These percentages remain in effect for pre-design costs and are unchanged by this agreement.

Based on pre-design work performed and other financial commitments, the County has decided not to build an Economic Alliance facility on the site at this time. Therefore, in lieu of sharing the ongoing architectural/engineering or CMR costs, the county has agreed to contribute and pay \$6,000,000 in site work and infrastructure costs, contingent upon the approval of the Oconee County Council.

Once the square footage to be utilized by SDOC and TCTC has been finalized in the detailed design phase of the project, the square footage will be used to calculate the percentage of the architectural/engineering and construction costs to be paid by each of these two partners. This percent will be applied to the Guaranteed Maximum Price (GMP) obtained from the CMR vendor and all other construction costs (i.e. inspection costs, etc.) to determine the costs owed by the SDOC and TCTC.

TCTC will pay their proportionate share of all costs associated with design, and construction to the SDOC in advance of the full amount due to the service providers, and the SDOC will pay the service providers the full amount due. Costs will be agreed upon by SDOC and TCTC in writing prior to any expenditure. Express authority from the governing bodies of the Participating Entities will be obtained as required.

VII. PARTIES TO THIS MOU

This agreement shall remain in full force and effect through the completion of the construction project, and any amendments will be incorporated into the MOU with approval of all parties.

This agreement is subject to approval by the governing body of each entity and will take effect upon its execution by all parties after such approval.

SCHOOL DISTRICT OF OCONEE COUNTY:

Whit Thorsen

TRI-COUNTY TECHNICAL COLLEGE:

Date: 6-14-16

Date: _____

Witness: Tranvia Gilson

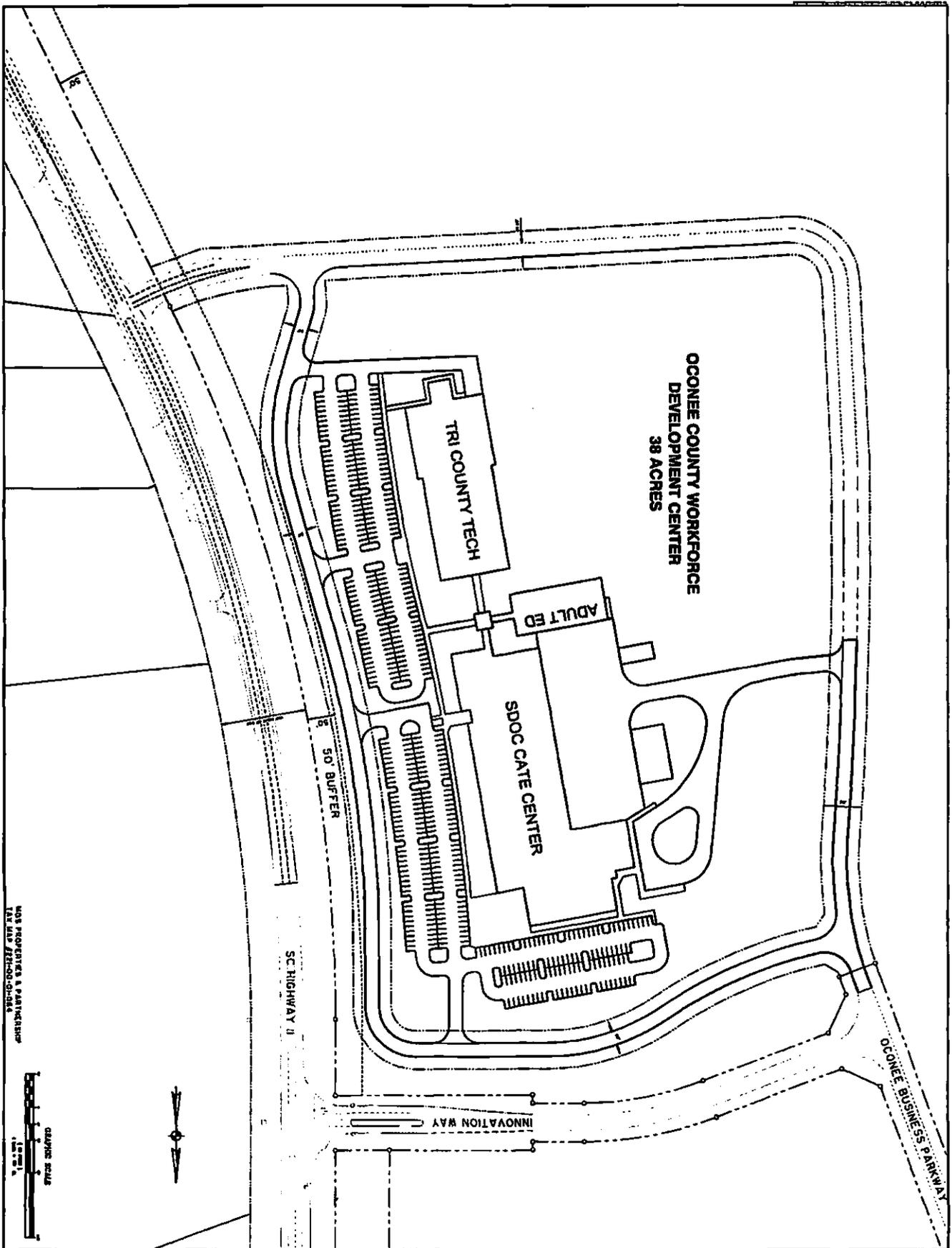
Witness: _____

OCONEE COUNTY:

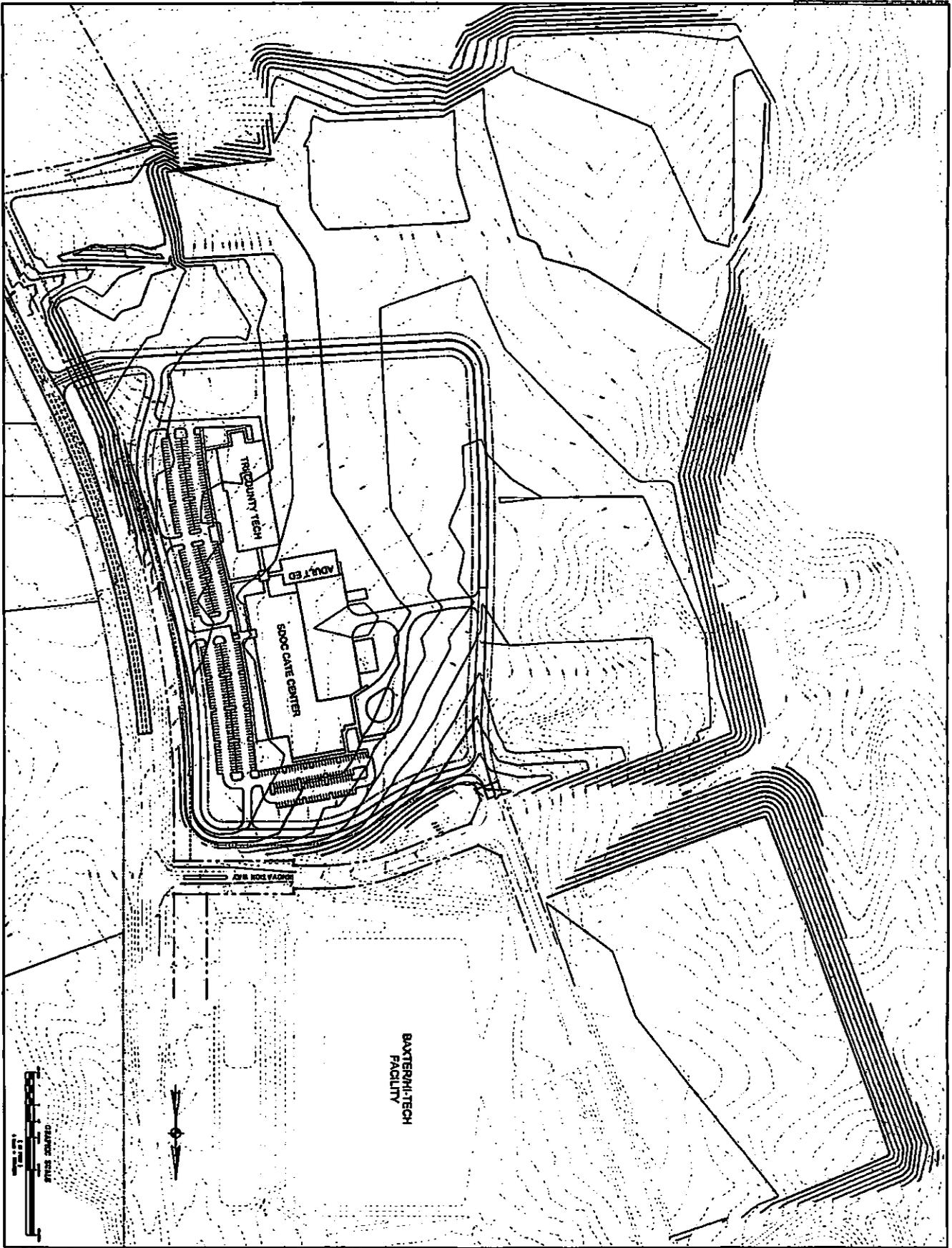
[Signature]

Date: 6/16/16

Witness: Amanda Brown



<p>C1.1</p>	<p>OCONEE COUNTY WORKFORCE DEVELOPMENT CENTER <small>38 ACRES</small></p>	<p>THOMAS & HUTTON <small>224 High Church Street Greenville SC 29611 • 864.672.2222 www.thomasthutton.com</small></p>	<table border="1"> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> </table>						
<p><small>MCNILLIAN FAZDAN SMITH</small></p>									
<p>SITE PLAN</p>									



C1.1	OCCOONEE COUNTY WORKFORCE DEVELOPMENT CENTER <small>OCCOONEE COUNTY, NC</small>	THOMAS & HUTTON <small>221 North Church Street Greensboro, NC 27401 • 336.487.2222 www.thomasthutton.com</small>	
	MICHAEL PAZDAN SMITH		
	SITE PLAN		



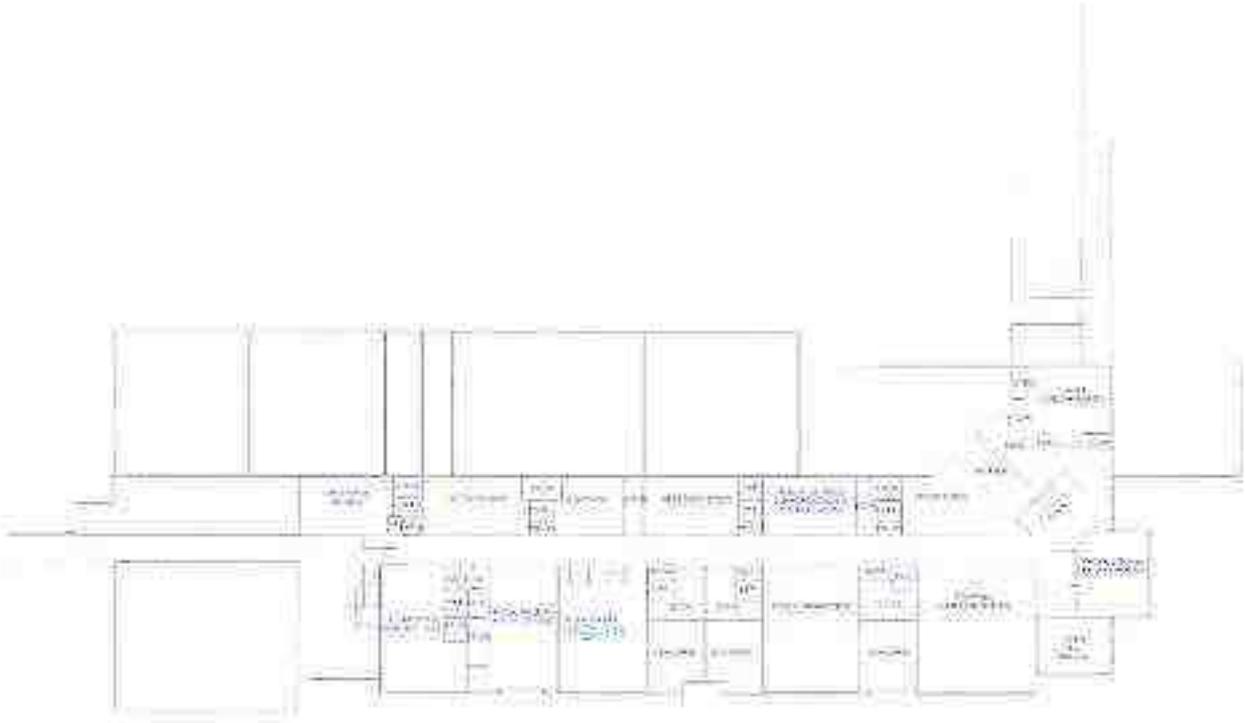
CONCEPT

BUILDING AREA - 36,407 SF



OCWDC ACADEMIC BUILDING (TCTG)
Phase 3
July 2016

CONCEPT DEVELOPMENT



UPPER LEVEL
+ 22.75'

FOLDING WALKWAY LEVELS + 22.75'



OCWDC CATE BUILDING (SDOC)
ARCHITECT
mgt.ca

CONCEPT FLOOR PLAN - UPPER LEVEL



Exhibit B

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE**

ORDINANCE 2017-16

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A REAL PROPERTY LEASE AGREEMENT BETWEEN OCONEE COUNTY AS LESSOR AND THE FAIR-OAK YOUTH CENTER, INC. AS LESSEE; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Oconee County, South Carolina (the "County") is a body politic and corporate and a political subdivision of the State of South Carolina and is authorized by the provisions of Title 4, Chapter 9 of the Code of Laws of South Carolina 1976, as amended, to lease real property and to make and execute contracts; and

WHEREAS, the County currently desires to execute and enter into a Real Property Lease Agreement (the "Lease") with the Fair-Oak Your Center, Inc. in relation to certain real property, including all improvements thereon, as shown on Exhibit "A" attached hereto (the Premises); and

WHEREAS, Lessee endeavors to use the Premises for various community enrichment and support activities and enterprises; and

WHEREAS, the Premises are suitable for the uses proposed by Lessee; and

WHEREAS, the Oconee County Council (the "Council") has reviewed the form of the Lease, attached hereto as Exhibit "B," and determined that it is in the best interest of the County and its residents and citizens for the County to execute and enter into the Lease, and the Council wishes to approve the same and to authorize the County Administrator to execute and deliver the Lease and all related agreements and documents necessary or incidental thereto.

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

Section 1. Lease Approved. The Lease is hereby approved, and the County Administrator is hereby authorized to execute and deliver the Lease in substantially the same form as Exhibit "B," attached hereto.

Section 2. Related Documents and Instruments; Future Acts. The County Administrator is hereby authorized to negotiate such documents and instruments which may be necessary or incidental to the Lease and to execute and deliver any such documents and instruments on behalf of the County.

Section 3. Severability. Should any term, provision, or content of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall have no effect on the remainder of this Ordinance.

Section 4. General Repeal. All ordinances, orders, resolutions, and actions of the Oconee County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and superseded.

Section 5. Effective Date. This Ordinance shall become effective and be in full force and effect from and after public hearing and third reading in accordance with the Code of Ordinances of Oconee County, South Carolina.

ORDAINED in meeting, duly assembled, this _____ day of _____, 2017.

ATTEST:

Clerk to Oconee County Council
Katie Smith

Edda Cammick
Chair, Oconee County Council

First Reading: June 6, 2017
Second Reading: June 20, 2017
Third Reading: July 18, 2017
Public Hearing: July 18, 2017

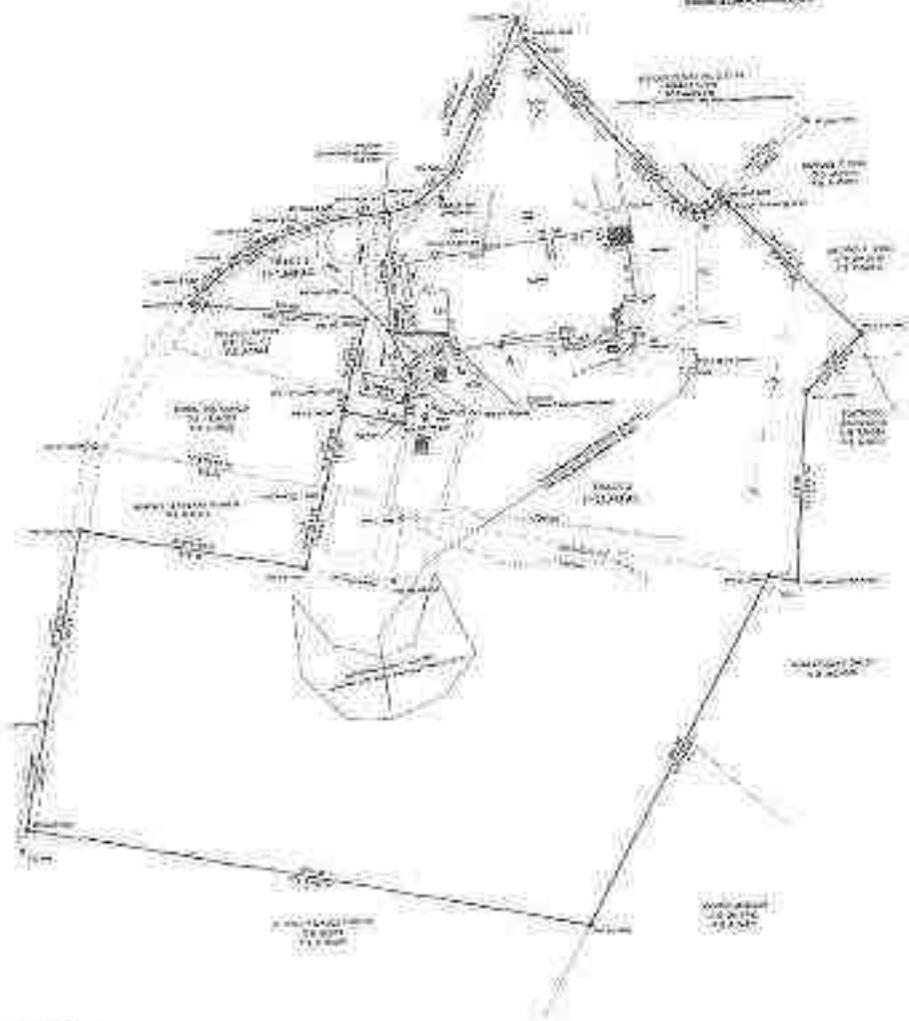
EXHIBIT A

EXHIBIT B

To be produced following negotiations and/or execution

Exhibit A

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REVISIONS
NO. 1
DATE: 10/15/04

REVISIONS
NO. 2
DATE: 11/15/04

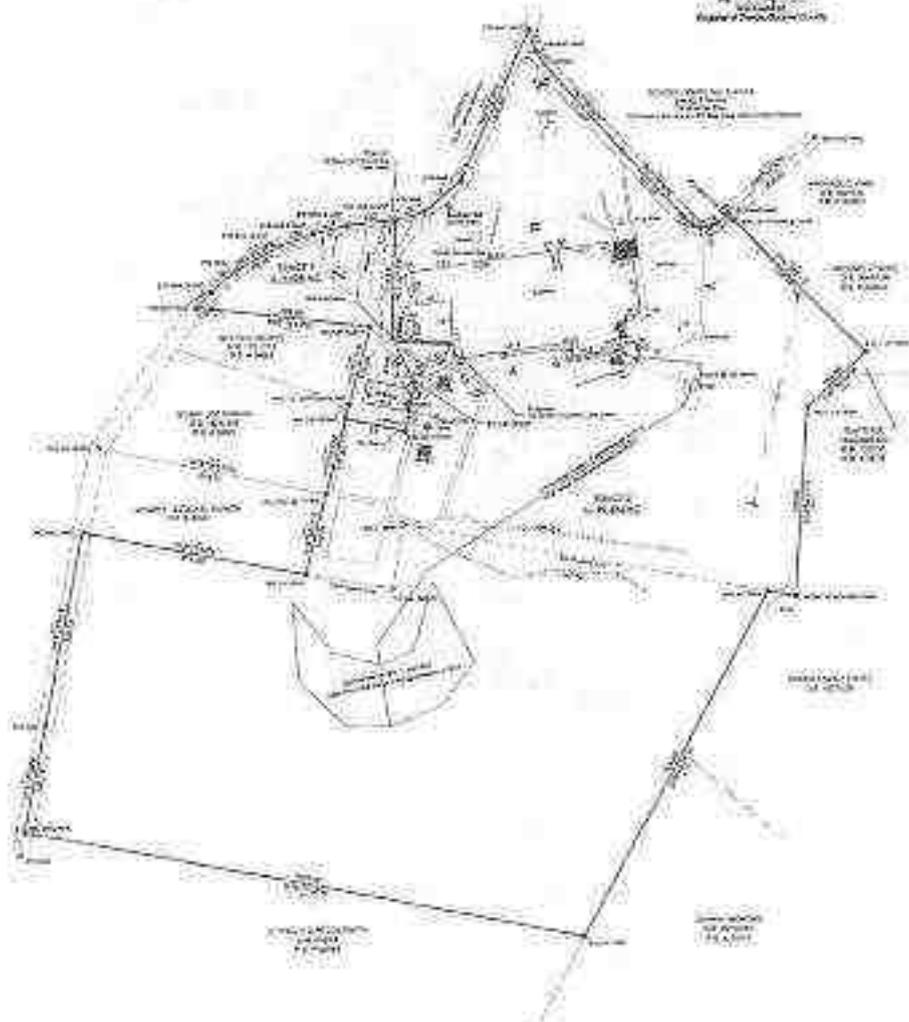
NOTES
1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
4. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

**SCHOOL DISTRICT OF
DODD COUNTY**
1000 N. W. 10th St.
Tomball, TX 77375
713-261-1000



Approved by the Board of Directors of the
 School District of
 Jasper, Missouri

1	1/2" = 1 Mile
2	1/4" = 1 Mile
3	1/8" = 1 Mile
4	1/16" = 1 Mile
5	1/32" = 1 Mile
6	1/64" = 1 Mile
7	1/128" = 1 Mile
8	1/256" = 1 Mile
9	1/512" = 1 Mile
10	1/1024" = 1 Mile
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13	1/8192" = 1 Mile
14	1/16384" = 1 Mile
15	1/32768" = 1 Mile
16	1/65536" = 1 Mile
17	1/131072" = 1 Mile
18	1/262144" = 1 Mile
19	1/524288" = 1 Mile
20	1/1048576" = 1 Mile



Scale
 1/2" = 1 Mile

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 1/1048576" = 1 Mile

SCHOOL DISTRICT OF
 JASPER COUNTY
 MISSOURI
 OFFICE OF THE SUPERINTENDENT
 JASPER, MISSOURI

1977

1/2" = 1 Mile
 1/4" = 1 Mile
 1/8" = 1 Mile
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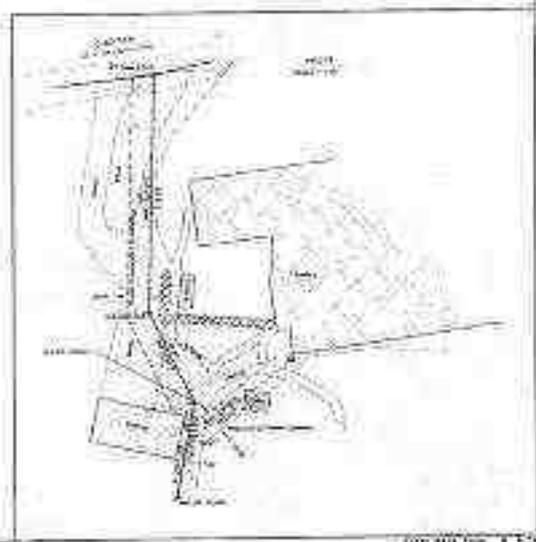


Exhibit B

REAL PROPERTY LEASE AGREEMENT

between

THE COUNTY OF OCONEE, SOUTH CAROLINA

as Lessor

and

THE FAIR-OAK YOUTH CENTER, INC.

as Lessee

REAL PROPERTY LEASE AGREEMENT

THIS REAL PROPERTY LEASE ("Lease") is made and entered into by THE COUNTY OF OCONEE, SOUTH CAROLINA, as lessor ("Lessor") and THE FAIR-OAK YOUTH CENTER, Inc. as lessee ("Lessee"), dated as of _____, 2017 (the "Lease Commencement Date").

RECITALS:

WHEREAS, Lessor is the owner of that certain real property, including all improvements thereon, as shown and designated as Tract 2, containing 29.423 acres, more or less, on Plat of Survey prepared by Stephen Edwards, PLS #19881, dated February 14, 2017, and recorded in Plat Book B578 at Pages 8 and 9, records of Oconee County, said survey being attached hereto as Exhibit "A," (Lessor's Property); and,

WHEREAS, Lessor desires to lease to Lessee and Lessee desires to lease from Lessor a portion of Lessor's Property as shown on Exhibit "B," attached hereto, and designated thereon as Lease Parcel 1 ("Lease Premises"); and

WHEREAS, Lessee desires to lease the Lease Premises from Lessor for various community enrichment and support activities and enterprises; and

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree that the foregoing recitals are true and correct and incorporated herein by this reference, and further agree as follows:

ARTICLE 1 - DEMISE OF LEASE PREMISES

Section 1.1. Premises. Lessor, for and in consideration of the rents, covenants and conditions herein set forth, does hereby lease to Lessee, and Lessee does hereby lease from Lessor, the Lease Premises, subject to all easements, restrictions, rights of way, and encroachments of record and subject to the terms, conditions and provisions hereof.

Section 1.2. Quiet Enjoyment. Lessor covenants and agrees that Lessee, upon paying the rent herein provided and observing and keeping the covenants, conditions, and terms of this Lease on Lessee's part to be kept or performed, shall lawfully and quietly hold, occupy and enjoy the Lease Premises during the "Term" (as hereinafter defined) of this Lease without hindrance of Lessor or any person claiming under Lessor. Notwithstanding the foregoing, Lessee's rights established under this Lease are subject to Lessor's rights to use the Lease Premises as provided herein. Lessor hereby retains the right to enter upon and inspect the Lease Premises at reasonable times and upon reasonable notice; and, Lessor further reserves the right to enter upon the Lease Premises, without prior notice, in the event of an emergency condition or situation, as reasonably determined by Lessor.

ARTICLE 2 - LEASE TERM

Section 2.1. Lease Term. The term of this Lease (the "Term") shall commence on the Lease Commencement Date and shall continue through the day immediately preceding the twentieth (20th) anniversary of the Lease Commencement Date, unless earlier terminated as provided herein.

Section 2.2. Reversion. At the expiration or earlier termination of this Lease, whether by default, eviction or otherwise, all improvements/infrastructure existing upon the Lease Premises shall, without compensation to Lessee or any other party, then become or remain, as the case may

be, the sole property of Lessor or Lessor's designee, free and clear of all claims to or against them by Lessee or any third person attributable to Lessor or Lessee, and all claims, liens, security interests, and encumbrances, other than those claims that are attributable to any act or omission of Lessor or created hereafter in accordance with the terms of this Lease. All alterations, improvements, additions and utility installations which may be made on the Lease Premises shall be the property of Lessor and shall remain upon and be surrendered with the Lease Premises at the expiration or earlier termination of this Lease. Notwithstanding the foregoing, any machinery or equipment owned by Lessee or any sublessee, other than that which is permanently affixed to the Lease Premises so that it cannot be removed without material damage to the Lease Premises, shall remain the property of Lessee or any sublessee, as may be applicable, and may be removed; provided, however, that Lessee removes or causes its removal prior to the expiration of the Lease or prior to the effective date of termination of the Lease, whichever is applicable.

ARTICLE 3 - RENT, TAXES AND UTILITIES

Section 3.1. Rent. In consideration for use of the Lease Premises, Lessee shall pay Lessor the sum of ten dollars (\$10.00) upon execution of the Lease.

Section 3.2. Taxes. Lessee shall be responsible for any and all taxes, fees, assessments, and charges, if any, that are attributable to the Lease Premises and the improvements and activities located thereon during the Term.

Section 3.3. Utilities. For a period of two years following the Lease Commencement Date, Lessor shall pay or cause to be paid reasonable charges incurred for water, heat, gas, electricity, trash disposal, and any and all other utilities used by Lessee at the Lease Premises. For year three through the end of the Term, Lessee shall be responsible for all charges incurred for water, heat, gas, electricity, trash disposal, and any and all other utilities used by Lessee at Lease Premises. Lessee shall receive a utilities credit for any utilities used by the Lessor on the Premises. Any income generated from the use of the communications tower on the Premises shall be provided to Lessee. Any further construction on the Premises, other than construction authorized by Lessee, shall be required to connect to separately metered utilities.

Section 3.4. No Security Deposit. No security deposit is required hereunder.

Section 3.5. Costs. It is the intent of the parties, except as otherwise provided in this Lease, that Lessee pay all costs, charges, insurance premiums, taxes, utilities, expenses, and assessments arising during the Term of every kind and nature incurred for, against, or in connection with the Lease Premises.

ARTICLE 4 - USE OF PREMISES

Section 4.1. Permitted Uses. Lessor shall allow Lessee, its agents, employees, successors, assigns, and sublessees to use the Lease Premises for various community enrichment and support activities and enterprises (the "Permitted Uses"). Lessee and its sublessees, successors and assigns shall only use the Lease Premises for the Permitted Uses unless written consent for any other purpose is given by the Lessor, which consent shall not be unreasonably withheld.

ARTICLE 5 - HAZARDOUS MATERIALS

Section 5.1. Throughout the Term, Lessee and Lessee's employees, agents, sublessees, invitees, licensees, and contractors shall not cause, permit, or allow any substances, chemicals, materials, or pollutants (whether solid, liquid, or gaseous) deemed to be toxic or hazardous or the

manufacture, storage, transport, or disposal of which is regulated, governed, restricted, or prohibited by any federal, state, or local agency or authority, or under any federal, state, or local law, ordinance, rule, or regulation related to the environment, health, or safety (collectively, "Environmental Laws"), including, without limitation, any oil, gasoline, petroleum, petroleum by-products, hazardous substances, toxic substances, hazardous waste, asbestos, or asbestos containing materials (collectively, "Hazardous Materials"), to be handled, placed, stored, dumped, released, manufactured, used, transported, or located on, in, under, or about the Lease Premises. Notwithstanding the foregoing, Lessee shall not be prohibited from handling, placing, storing, using and transporting Hazardous Materials that are required to be used by Lessee consistent with the Permitted Uses, so long as such materials are handled, used, stored and transported in accordance with applicable laws and regulations. The most recent environmental assessment (hereinafter the "Environmental Assessment") is attached hereto as Exhibit "C" and incorporated herein by reference. The Environmental Assessment shall serve as a baseline for the conditions of the Premises as of the Lease Commencement Date.

Section 5.2. Lessee shall give Lessor immediate written notice of any problem, spill, discharge, threatened discharge, or discovery, or claim thereof, of any Hazardous Materials on or about the Lease Premises.

Section 5.3. Remediation. If at any time during the Lease Term any contamination of the Lease Premises by Hazardous Materials shall occur where such contamination is caused by the act or omission of Lessee ("Lessee Contamination"), then Lessee, at no expense to Lessor, shall promptly and diligently remove such Hazardous Materials from the Lease Premises, or the groundwater underlying the Lease Premises, to the extent reasonably possible in accordance with the requirements of the applicable Hazardous Materials Laws and industry standards then prevailing in the Hazardous Materials management and remediation industry in the State of South Carolina. However, Lessee shall not take any required remedial action in response to any Lessee Contamination in or about the Lease Premises or enter into any settlement agreement, consent, decree or other compromise in respect to any claims relating to any Lessee Contamination without first notifying Lessor of Lessee's intention to do so and affording Lessor the opportunity, at Lessor's expense, to appear, intervene or otherwise appropriately assert and protect Lessor's interest with respect thereto. In addition to all other rights and remedies of the Lessor hereunder, if Lessee does not promptly and diligently take all steps to prepare and obtain all necessary approvals of a remediation plan (the "Plan") for any Lessee Contamination, and thereafter commence the required remediation, in accordance with the Plan, of any Hazardous Materials released or discharged in connection with Lessee Contamination within thirty (30) days after Lessor has reasonably approved the Plan and all necessary approvals and consents have been obtained and thereafter continue to prosecute said remediation to completion in accordance with the approved Plan, then Lessor, in its sole discretion, shall have the right, but not the obligation, to cause said remediation in accordance with the Plan to be accomplished, and Lessee shall reimburse Lessor within fifteen (15) business days of Lessor's demand for reimbursement of all amounts reasonably paid by Lessor (together with interest on said amounts at the judgment rate until paid), when said demand is accompanied by proof of payment by Lessor of the amounts demanded. Lessee shall promptly deliver to Lessor copies of hazardous waste manifests reflecting the legal and proper disposal of all Hazardous Materials removed from the Lease Premises as part of Lessee's remediation of any Lessee Contamination. Lessee shall not be responsible for remediation for any contamination or potential contamination identified in the Environmental Assessment or any other unknown contamination existing as of the Lease Commencement Date.

ARTICLE 6 – IMPROVEMENTS

Section 6.1. **Improvements and Alterations.** Lessee shall not undertake to materially improve, alter, or change the exterior or interior of the Premises without prior written consent of Lessor. All alterations, additions, and improvements made in or to the Premises shall, unless otherwise provided by written agreement, be the property of Lessor and remain and be surrendered with the Premises, and Lessee waives all claim for damages to or loss of any property belonging to the Lessee that may be left in or upon the Premises, or which is attached thereto and/or becomes a fixture.

Section 6.2. **Title; Subordination.** Subject to the terms and conditions of this Lease, Lessee shall own and hold title to all improvements/infrastructure located on or in the Lease Premises until expiration or earlier termination of this Lease, at which time title to any and all improvements/infrastructure located on or in the Lease Premises shall be transferred to the Lessor. Lessee's title to said improvements/infrastructure on the Lease Premises shall be subject to and subordinate to this Lease.

ARTICLE 7 – MAINTENANCE

Section 7.1. **Maintenance, Repairs, and Upkeep Provided by Lessee.** Lessee shall be responsible for all necessary repairs and maintenance to the exterior and interior of the Premises, including all structural, mechanical, electrical, plumbing, and building envelope components of the Premises. Lessee shall ensure that the interior and exterior of the Lease Premises, including all landscaping, are kept in clean and sanitary condition and are neat and orderly in appearance. Lessee shall be responsible for any abuse and destruction of Lease Property not due to ordinary wear and tear. The Lessor may, at its option, provide inmate or other labor be used for the upkeep of the Premises including, but not limited to, mowing the grass, pruning, and landscaping.

Section 7.2. **Repairs provided by Lessor.** Notwithstanding the provisions of Section 7.1, for a period of five (5) years following the Lease Commencement Date, Lessor shall be responsible the repair of any structural, mechanical, electrical, plumbing, and building envelope damage or failure, the costs of which exceeds Three Thousand and 00/100 (\$3,000.00) Dollars.

Section 7.3. **As Is Condition of the Premises.** Subject to the provisions of this Lease, with specific reference being made to Articles 5 and 7, the Lease Premises is presented to Lessee by Lessor without representation or warranty as to the condition of the Premises in general, or as to Lessee's contemplated uses specifically.

ARTICLE 8 – LIENS

Section 8.1. **Prohibition of Liens.** Lessee shall not suffer, create, or permit any mechanic's liens or other liens to be filed against the Lease Premises, or any part thereof, by reason of any work, labor, services, or materials supplied or claimed to have been supplied to Lessee.

ARTICLE 9 – CONDEMNATION

Section 9.1. **Condemnation.** In the event the entire Lease Premises shall be appropriated or

taken under the power of eminent domain by any public or quasi-public authority, this Lease shall terminate and expire as of the date of such taking or conveyance made in lieu thereof and Lessor and Lessee shall thereupon be released from any further duties or obligations hereunder. If a portion of the Lease Premises is taken, or conveyance made in lieu thereof, then Rent shall be equitably apportioned according to the portion of Lease Premises so taken, and Lessee shall, at its own expense, restore the remaining portion of Lease Premises to operate as a Permitted Use. All compensation awarded or paid upon such a total or partial taking of Lease Premises shall belong to and be the property of Lessor without any participation by Lessee; provided, however, Lessee shall have the right to pursue a collateral action seeking recovery of its costs and expenses associated with the termination of the Lease.

ARTICLE 10 - ASSIGNMENT AND SUBLETTING

Section 10.1. Limitation on Assignment and Subletting. Lessee may not sell, assign, sublease, convey or transfer all or substantially all of Lessee's interest in this Lease and the leasehold estate created hereby, without the prior written consent of Lessor, which consent will not be unreasonably withheld or delayed. Any assignment, sublease, conveyance or transfer of Lessee's interest in this Lease shall be subject to compliance with the provisions of this Lease. In the event of an assignment, sale or transfer of all, or substantially all, of Lessee's interest in this Lease, any such assignee, buyer or transferee shall be required to assume in writing all of the Lessee's obligations and shall be bound by all of the terms of this Lease.

ARTICLE 11 – INSURANCE AND INDEMNITY

Section 11.1. Comprehensive Liability Insurance. Lessee shall maintain a policy of Comprehensive General Liability (CGL) insurance, including public liability, bodily injury, and property damage, written by a company licensed to do business in the State of South Carolina, covering the use and activity contemplated by this Lease with combined single limits of no less than One Million and 00/100 (\$1,000,000) Dollars per occurrence and One Million and 00/100 (\$1,000,000) Dollars aggregate, with Two Million and 00/100 (\$2,000,000) Dollars umbrella coverage, by the terms of which Lessor and Lessee, and any holder of a mortgage on the Lease Premises or Lessee's leasehold interest, are named as insureds and are indemnified against liability for damage or injury to property or persons (including death) entering upon or using the Lease Premises, or any structure thereon or any part thereof. Such insurance policy or policies shall be stated to be primary and noncontributing with any insurance which may be carried by Lessor. A certificate of said insurance, together with proof of payment of the premium thereof shall be delivered to Lessor, and renewal certificates and proof of payment of premium therefor shall be delivered to Lessor not less than fifteen (15) days prior to the renewal date of any such insurance policies during the Term. Such insurance shall be cancelable only after thirty (30) days' prior written notice to Lessor and Lessee, and any holder of a mortgage on the Lease Premises. In the event Lessee fails to timely pay any premium when due, Lessor shall be authorized to do so, and may charge all costs and expenses thereof, including the premium, to Lessee, to be paid by Lessee as additional rent hereunder.

Section 11.2. Fire and Extended Coverage Property Insurance. Lessor shall, at its cost and expense and at all times during the Term, maintain in force a policy of insurance insuring the Lease Premises and any improvements/infrastructure thereon against loss or damage by such perils as are covered under its policy with the South Carolina Insurance Reserve Fund.

Section 11.3. Waiver of Subrogation. Lessee and all parties claiming under it releases and discharges Lessor from all claims and liabilities arising from or caused by any casualty or hazard covered or required hereunder to be covered in whole or in part by the casualty and liability insurance to be carried on the Lease Premises or in connection with any improvements/infrastructure on or activities conducted on the Lease Premises, and waives any right of subrogation which might otherwise exist in or accrue to any person on account thereof, and shall evidence such waiver by endorsement to the required insurance policies, provided that such release shall not operate in any case where the effect is to invalidate or increase the cost of such insurance coverage (provided that in the case of increased cost, Lessor shall have the right, within thirty (30) days following written notice, to pay such increased cost, thereby keeping such release and waiver in full force and effect).

Section 11.4. Additional Insurance: Lessor will not be responsible for any loss to personal property of Lessee, or Lessee's, guests, invitees, licensees, sublessees, or others entering the Premises for activities related to this Lease, due to fire, theft, or any other damages, including any acts of nature. Lessor will maintain coverage as indicated in Section 11.2, but Lessee understands that such insurance does not cover personal property due to loss and that it is the Lessee's responsibility to obtain insurance to cover such property.

Section 11.5. Indemnification. Lessee hereby agrees to indemnify, protect, defend, and hold Lessor and its officers, Council members, employees, agents, attorneys, successors, and assigns harmless from and against any and all losses, damages, actions, fines, penalties, demands, damages, liability, and expense, including attorneys' fees and costs through litigation and all appeals, in connection with the loss of life, personal injury, and damage to property, resulting (in whole or in part) from the negligence or intentional misconduct of Lessee, its employees, agents, or sublessees and arising from or out of (i) any occurrence in, upon, at or about the Lease Premises and/or (ii) the occupancy, use, or construction upon and maintenance of the Lease Premises. Nothing contained herein shall be construed to make Lessee liable for any injury or loss primarily caused by the gross negligence or willful misconduct of Lessor or any agent or employee of Lessor.

Section 11.6. Insurance Requirements for Sublessees. Lessee shall require its sublessees to carry customary insurance required of lessees in similar properties and activities. Lessee shall require its sublessees to include Lessor and Lessee as additional insureds on their commercial general liability policies (or equivalent policies). Lessee shall obtain a waiver of subrogation endorsement in all policies in favor of Lessor and Lessee.

ARTICLE 12 - DAMAGE AND DESTRUCTION

Section 12.1. Damage to or Destruction of Project - Insurance. In the event the Lease Premises is damaged or destroyed, in whole or in part, so as to make it unusable for the purposes intended, to the extent insurance is available and it is commercially reasonable to do so, Lessor agrees to rebuild the Lease Premises in substantially the same form as it existed at the time of the damage or destruction, within one year from the date of damage or destruction.

ARTICLE 13 - DEFAULTS AND REMEDIES

Section 13.1. Defaults. Each of the following events shall be a default by Lessee and a breach of this Lease and constitute an "Event of Default":

- (a). Abandonment. Abandonment of the Lease Premises, or the improvements/infrastructure now or hereafter constructed thereon, where such abandonment continues for a period of One Hundred and Twenty (120) consecutive days. Such abandonment shall not include any time that the Lease Premises are vacated due to a casualty.
- (b). Attachment or Other Levy. The subjection of any right or interest of Lessee in the Lease Premises to attachment, execution or other levy, or to seizure under legal process, if not released within sixty (60) days, after written notice of same.
- (c). Default of Performance Under this Lease. The failure of Lessee to observe or perform any of its material covenants, conditions or agreements under this Lease; or the material breach of any warranties or representations of Lessee under this Lease.
- (d). Insolvency; Bankruptcy. An assignment by Lessee for the benefit of creditors, or the filing of a voluntary or involuntary petition by or against Lessee under any law for the purpose of adjudicating Lessee a bankrupt; or for extending time for payment, adjustment or satisfaction of Lessee's liabilities; or reorganization, dissolution, or arrangement on account of, or to prevent bankruptcy or insolvency; unless, in case of such that are involuntary on Lessee's part, the assignment, proceedings, and all consequent orders, adjudications, custodies and supervisions are dismissed, vacated, or terminated within sixty (60) days after the assignment, filing or other initial event.

Section 13.2. Notice and Right to Cure. Lessee shall have sixty (60) days to cure a default after written notice is given by Lessor to Lessee and to the leasehold mortgagee, specifying the nature of the default; provided, however, that if after exercise of due diligence and its best efforts to cure such default Lessee is unable to do so within the sixty (60) day period, then the cure period may be extended, upon written agreement by Lessor, for a such reasonable time as may be deemed necessary by Lessor to cure the default.

Section 13.3. Remedies. If any default by Lessee shall continue uncured by Lessee upon expiration of the applicable cure period, Lessor may exercise any one or all of the following remedies in addition to all other rights and remedies provided by law or equity, from time to time, to which Lessor may resort cumulatively or in the alternative:

- (a). Termination of Lease in its Entirety. Lessor may, at Lessor's election, terminate this Lease upon thirty (30) days written notice to Lessee. Thereafter, all of Lessee's rights in the Lease Premises and in and to all improvements/infrastructure located thereon shall terminate upon termination of this Lease. Promptly upon any such termination, Lessee shall surrender and vacate the Lease Premises and any other improvements/infrastructure located thereon, and Lessor may re-enter and take possession of the Lease Premises and all improvements/infrastructure located thereon. Termination under this paragraph shall not relieve Lessee from any claim for damages previously accrued, or then accruing, against Lessee.
- (b). Re-entry Without Termination. Lessor may, at Lessor's election, re-enter the Lease Premises and improvements/infrastructure located thereon, and without terminating this Lease, at any time, relet the Lease Premises and improvements/infrastructure thereon, or

any part(s) of them, for the account, and in the name of Lessee or otherwise, all upon rates and terms determined by Lessor, without hereby obligating Lessor to relet the Lease Premises or make an effort to relet either or both of them in whole or in part, at any time. Any reletting may be for the remainder of the Term or for any longer or shorter period. Lessor shall have the further right, at Lessor's option, to make such reasonable and necessary alterations, repairs, replacements and/or restorations which shall not operate or be construed to release Lessee from liability hereunder. No act by or on behalf of Lessor under this provision shall constitute a termination of this Lease unless Lessor gives Lessee written notice of termination.

(c). Lessee's Personal Property. Lessor may, at Lessor's election, use Lessee's personal property and trade fixtures or any of such property and fixtures left on the Lease Premises after termination or expiration of this Lease without compensation and without liability for use or damage, or Lessor may store them for the account and at the cost of Lessee. The election of one remedy for any one item shall not foreclose an election of any other remedy for another item, or for the same item at a later time.

(d). Appointment of Receiver. Lessor may, if Lessor elects to file suit to enforce this Lease and/or protect its rights hereunder, in addition to the other remedies provided in this Lease and by law, have the appointment of a receiver of the Lease Premises and the improvements/infrastructure thereon.

Section 13.4. Remedies Cumulative. Suit or suits for the recovery of such damages, or any installments thereof, may be brought by Lessor from time to time at its election, and nothing contained herein shall be deemed to require Lessor to postpone suit until the date when the term of this Lease would have expired nor limit or preclude recovery by Lessor against Lessee of any sums or damages which, in addition to the damages particularly provided above, Lessor may lawfully be entitled by reason of any default hereunder on the part of Lessee. All of the remedies hereinbefore given to Lessor and all rights and remedies given to it at law and in equity shall be cumulative and concurrent.

Section 13.5. Lessee's Liability After Default. If Lessee shall default in the performance of any of its obligations under this Lease, Lessor, without thereby waiving such default, may (but shall not be obligated to) perform the same for the account and at the expense of Lessee, without notice in a case of emergency, and in any other case only if such default continues after the expiration of the curing period applicable under this Lease. Any reasonable expenses incurred by Lessor in connection with any such performance, and all reasonable attorneys' fees (subject to §15-77-300 of the South Carolina Code of Laws, 1976, *as amended*), including appellate, bankruptcy and post-judgment proceedings involved in collecting or endeavoring to collect the rent or any additional rent or any part thereof or enforcing or endeavoring to enforce any rights against Lessee or Lessee's obligations hereunder, shall be due and payable upon Lessor's submission of an invoice therefor. All sums advanced by Lessor on account of Lessee under this Section, or pursuant to any other provision of this Lease, and all rent, if delinquent or not paid by Lessee and received by Lessor when due hereunder, shall bear interest at the rate of twelve percent (12%) per annum from the due date thereof until paid and the same shall be and constitute additional rent and be due and payable upon Lessor's demand therefor.

Section 13.6. Holdover. If Lessee remains in possession of the Lease Premises or any part thereof after the expiration or earlier termination of this Lease, Lessee shall become a Lessee at sufferance. Notwithstanding that Lessor may allow Lessee to continue in possession after the expiration or earlier termination of this Lease, neither that nor the provisions of this Section shall

constitute a waiver of any of Lessor's rights under this Section or this Lease.

ARTICLE 14 - SURRENDER AND REMOVAL

Section 14.1. Surrender of Possession. Upon the expiration of the Term or any earlier termination thereof, Lessee shall surrender to Lessor possession of the Lease Premises and all improvements/infrastructure constructed located and installed thereon. If Lessee is not then in default under any of the covenants and conditions hereof, Lessee may remove, or cause to be removed, all personal property and equipment of Lessee, other than permanent fixtures, from the Lease Premises prior to the expiration or effective date of termination of this Lease; thereafter all such personal property and equipment not removed shall belong to Lessor without the payment of any consideration.

Section 14.2. Lessee's Quitclaim. Upon the expiration of the Term, or any earlier termination of this Lease, Lessee agrees to execute, acknowledge and deliver to Lessor, if requested by Lessor, a proper instrument in writing, releasing and quitclaiming to Lessor all right, title and interest of Lessee in and to the Lease Premises and all improvements/infrastructure thereon.

ARTICLE 15 – GENERAL PROVISIONS

Section 15.1. Conditions and Covenants. All of the provisions of this Lease shall be deemed as running with the land, and construed to be "conditions" as well as "covenants" as though the words specifically expressing or imparting covenants and conditions were used in each separate provision.

Section 15.2. Survival. All representations and warranties of Lessee or Lessor under this Lease shall survive the expiration or sooner termination of this Lease for acts occurring prior to expiration or termination of this Lease.

Section 15.3. No Waiver of Breach. No failure by either Lessor or Lessee to insist upon the strict performance by the other of any covenant, agreement, term or condition of this Lease, or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or of such covenant, agreement, term or condition. No waiver of any breach shall affect or alter this Lease, but each and every covenant, condition, agreement and term of this Lease shall continue in full force and effect with respect to any other then existing or subsequent breach.

Section 15.4. Unavoidable Delay - Force Majeure. If either party shall be delayed or prevented from the performance of any act required by this Lease by reason of acts of God, strikes, lockouts, labor troubles, inability to procure materials, restrictive governmental laws, or regulations or other cause, without fault and beyond the reasonable control of the party obligated (financial inability excepted), performance of such act shall be excused for the period of the delay; and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

Section 15.5. Notices. Unless otherwise specifically provided in this Lease or by law, any and all notices or other communications required or permitted by this Lease or by law to be served on, given to, or delivered to any party to this Lease shall be writing and shall be deemed duly served, given, delivered and received when personally delivered (including confirmed overnight delivery service to the party to whom it is directed), or in lieu of such personal delivery, when three (3) business days have elapsed following deposit thereof in the United States mail, first-class postage prepaid, certified, return receipt requested, addressed to:

LESSOR:

Oconee County
415 South Pine Street

with a copy to:

Oconee County
415 South Pine Street

Walhalla, SC 29691
Attn: County Administrator

Walhalla, SC 29691
Attn: County Attorney

LESSEE:

with a copy to:

Either party may change its address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

Section 15.6. Gender. The use herein of (1) any gender includes all others, and (2) the singular number includes the plural and vice-versa, whenever the context so requires.

Section 15.7. Captions. Captions in this Lease are inserted for convenience of reference only and do not define, describe or limit the scope or the intent of this Lease or any of the terms hereof.

Section 15.8. Waiver; Amendment. No modification, waiver, amendment, discharge or change of this Lease shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge or change is or may be sought.

Section 15.9. Attorney's Fees. If either party retains an attorney to enforce or interpret this Lease, the prevailing party shall be entitled to recover, in addition to all other items of recovery permitted by law, reasonable attorneys' fees and costs incurred through litigation, bankruptcy proceedings and all appeals. This provision is subject to §15-77-300 of the South Carolina Code of Laws, 1976, *as amended*.

Section 15.10. Time. Time is of the essence of each obligation of each party hereunder.

Section 15.11. Governing Law. This Lease shall be construed and enforced in accordance with the laws of the State of South Carolina, without regard to conflict of law principles.

Section 15.12. Binding Effect. Subject to any provision of this Lease that may prohibit or curtail assignment of any rights hereunder, this Lease shall bind and inure to the benefit of the respective heirs, assigns, personal representatives, and successors of the parties hereto.

Section 15.13. Execution of Other Instruments. Each party agrees that it shall, upon the other's request, take any and all steps, and execute, acknowledge and deliver to the other party any and all further instruments necessary or expedient to effectuate the purpose of this Lease.

Section 15.14. Severability. If any term, provision, covenant or condition of this Lease is held by a court of competent jurisdiction to be invalid, void or unenforceable or is otherwise challenged and determined to be invalid, illegal or incapable of being enforced as a result of any rule of law or public policy issued by an administrative or judicial forum that is not subject to further appeal or is not actually appealed, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated. In such event or if an opinion of counsel is provided to the effect that this Lease is not so enforceable, the parties hereto shall negotiate in good faith to modify this Lease so as to effect the original intent of the parties as closely as possible and to comply with applicable law, regulations or published governmental interpretations thereof, in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible.

Section 15.15. Counterparts. This Lease may be executed in one or more counterparts, each of which shall be deemed an original and when taken together will constitute one instrument.

Section 15.16. Estoppel Certificate. Either party shall execute, acknowledge and deliver to the

other party, within twenty (20) days after requested by the other party, a statement in writing certifying, if such is the case, that this Lease is unmodified and in full force and effect (or if there have been modifications that the same is in full force and effect as modified); the date of the commencement of this Lease; any alleged defaults and claims against the other party; and such other information as shall be reasonably requested.

Section 15.17. Memorandum of Lease. On or before the Lease Commencement Date, Lessor and Lessee shall execute and acknowledge a memorandum of this Lease for the purpose of recordation. The memorandum of this Lease shall be in the form attached hereto as Exhibit "D" and incorporated herein by reference.

Section 15.18. Dispute Resolution; Waiver of Trial by Jury. Any conflict, dispute or grievance (collectively, "Conflict") by and between Lessor and Lessee shall be submitted to mediation before initiating court proceedings. The mediator selected to conduct the mediation must be mutually agreed upon by Lessor and Lessee. Unless the parties otherwise agree, the mediator must be certified in South Carolina state and federal courts and have experience in matters forming the basis of the Conflict. The site for the mediation shall be Oconee County, South Carolina, and the mediation hearing shall be held within thirty (30) days of the selection of the mediator, unless otherwise agreed. Each party shall bear its own expenses associated with the mediation and the parties shall split the fees and expenses of the mediator evenly. Failure to agree to the selection of a mediator or failure to resolve the Conflict through mediation will entitle the parties to pursue other methods of dispute resolution, including without limitation, litigation. Notwithstanding any other provision contained herein, nothing in this Agreement shall be construed as requiring either party to participate in mediation prior to initiating court proceedings in which a temporary restraining order or preliminary injunction is sought. In such situations, the parties shall conduct mediation within thirty (30) days after the hearing on such motions or within such other time as is prescribed by the Court.

LESSOR AND LESSEE MUTUALLY, EXPRESSLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY FOR ANY PROCEEDINGS ARISING OUT OF OR IN CONNECTION WITH THIS LEASE, OR ARISING OUT OF ANY CONDUCT OR COURSE OF DEALING OF THE PARTIES, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF ANY PERSONS. THIS WAIVER IS A MATERIAL INDUCEMENT OF LESSEE AND LESSOR TO ENTER INTO THIS LEASE.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, this Lease has been executed on the respective dates set forth below.

IN THE PRESENCE OF:

LESSOR:

**THE COUNTY OF OCONEE, SOUTH
CAROLINA**

By: _____
Name: _____
Title: _____

LESSEE:

FAIR-OAK YOUTH CENTER, INC.

By: _____
Name: _____
Title: _____

EXHIBIT A

LESSOR'S PROPERTY (SEE ATTACHED)



EXHIBIT B

LEASE PREMISES (SEE ATTACHED)

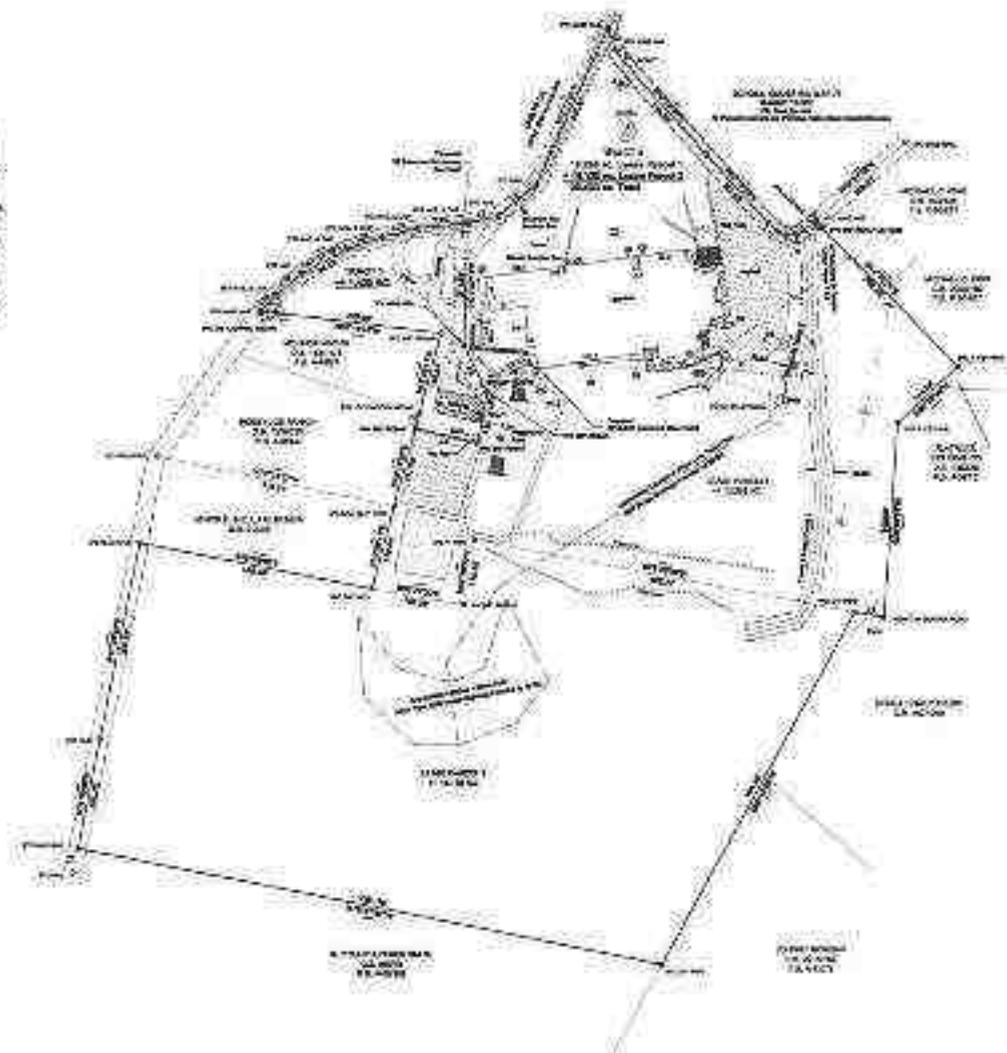
EXHIBIT C

PHASE 1 ENVIRONMENTAL SITE ASSESSMENT (SEE ATTACHED)

(For Ordinance 2017-16 - Available upon request)

Exhibit A

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SCHOOL DISTRICT OF OCOEE COUNTY
 BOARD OF SUPERVISORS
 STEPHEN E. GIBSON & ASSOCIATES, INC.
 1000 W. MAIN STREET, SUITE 100
 OCOEE, SC 29576
 803-885-1111



EXHIBIT A
(TO MEMORANDUM OF LEASE)

LEASE PREMISES

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: July 18, 2017
COUNCIL MEETING TIME: 6:00 PM

ITEM TITLE [Brief Statement]:

First Reading of Ordinance 2017-18 [IN TITLE ONLY] "AUTHORIZING THE EXECUTION AND DELIVERY OF A SECOND AMENDED AND RESTATED FEE-IN-LIEU OF TAX AGREEMENT BY AND BETWEEN OCONEE COUNTY AND AN ENTITY KNOWN FOR THE TIME BEING AS "PROJECT MAXWELL," WHEREBY OCONEE COUNTY WILL ENTER INTO A SECOND AMENDED AND RESTATED FEE-IN-LIEU OF TAX ARRANGEMENT WITH PROJECT MAXWELL AND PROVIDING FOR PAYMENT BY PROJECT MAXWELL OF CERTAIN FEES-IN-LIEU OF AD VALOREM TAXES; PROVIDING FOR THE ALLOCATION OF FEES-IN-LIEU OF TAXES PAYABLE UNDER THE AGREEMENT FOR THE ESTABLISHMENT OF A MULTI-COUNTY INDUSTRIAL/BUSINESS PARK; AND OTHER MATTERS RELATING THERETO."

BACKGROUND DESCRIPTION:

The Oconee Economic Alliance, acting as the economic development entity for the County, has worked with this company's leadership team to secure this new capital investment and job creation opportunity that will benefit our community. "Project Maxwell" has intentions of investing \$76,815,000 aligned with their project and will create 163 new jobs. This ordinance stipulates that the Company will invest a minimum of Sixty Million Dollars (\$60,000,000) in taxable investment within the County within a ten-year period. This ordinance puts into place an agreed upon fee-in-lieu-of-tax (FILOT) agreement between Oconee County and "Project Maxwell", as well as, puts into place a special source revenue credit and extends the term of the multi-county industrial park (MCIP) designation.

SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:

N/A

FINANCIAL IMPACT [Brief Statement]:

Check Here if Item Previously approved in the Budget. No additional information required.

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

N/A

STAFF RECOMMENDATION [Brief Statement]:

It is the staff's recommendation that Council to the following: [1] approve Ordinance 2017-X on first reading in title only.

Submitted or Prepared By:



Department Head

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 Item 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 Official's 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.

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: July 18, 2017
COUNCIL MEETING TIME: 6:00 p.m.**

ITEM TITLE [Brief Statement]:

First Reading of Ordinance 2017-19 "AN ORDINANCE TO DEVELOP A JOINTLY OWNED AND OPERATED INDUSTRIAL/BUSINESS PARK IN CONJUNCTION WITH PICKENS COUNTY, SUCH INDUSTRIAL/BUSINESS PARK TO BE, AT THE TIME OF ITS INITIAL DEVELOPMENT, GEOGRAPHICALLY LOCATED IN PICKENS COUNTY AND TO INCLUDE CERTAIN PROPERTY NOW OR TO BE OWNED BY A COMPANY KNOWN TO THE COUNTY AT THIS TIME AS "PROJECT EXODUS" OR ITS ASSIGNEE, AND ESTABLISHED PURSUANT TO SOUTH CAROLINA CODE OF LAWS 1976, SECTION 4-1-170 ET SEQ., AS AMENDED; TO PROVIDE FOR A WRITTEN AGREEMENT WITH PICKENS COUNTY PROVIDING FOR THE EXPENSES OF THE PARK, THE PERCENTAGE OF REVENUE ALLOCATION, AND THE DISTRIBUTION OF FEES IN LIEU OF AD VALOREM TAX; AND MATTERS RELATED THERETO.

BACKGROUND DESCRIPTION:

Pickens County is engaged in an economic development project, presently known as "Project Exodus," with a company which is, or which will be, located in Pickens County. In order to facilitate certain incentives offered to the company by Pickens County, Project Exodus shall be placed in a joint county industrial and/or business park. This ordinance will authorize the execution and delivery of an agreement establishing Oconee County as a partner County with Pickens County for such a park, as required by law.

SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:

None

FINANCIAL IMPACT [Brief Statement]:

Check Here if Item Previously approved in the Budget.

Approved by: _____ **Finance**

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: / No

If yes, who is matching and how much:

Approved by: _____ **Grants**

ATTACHMENTS

None

STAFF RECOMMENDATION [Brief Statement]:

It is staff's recommendation that Council take first reading of Ordinance 2017-19.

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

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

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2017-19**

AN ORDINANCE TO DEVELOP A JOINTLY OWNED AND OPERATED INDUSTRIAL/BUSINESS PARK IN CONJUNCTION WITH PICKENS COUNTY, SUCH INDUSTRIAL/BUSINESS PARK TO BE, AT THE TIME OF ITS INITIAL DEVELOPMENT, GEOGRAPHICALLY LOCATED IN PICKENS COUNTY AND TO INCLUDE CERTAIN PROPERTY NOW OR TO BE OWNED BY A COMPANY KNOWN TO THE COUNTY AT THIS TIME AS "PROJECT EXODUS" OR ITS ASSIGNEE, AND ESTABLISHED PURSUANT TO SOUTH CAROLINA CODE OF LAWS 1976, SECTION 4-1-170 ET SEQ., AS AMENDED; TO PROVIDE FOR A WRITTEN AGREEMENT WITH PICKENS COUNTY PROVIDING FOR THE EXPENSES OF THE PARK, THE PERCENTAGE OF REVENUE ALLOCATION, AND THE DISTRIBUTION OF FEES IN LIEU OF AD VALOREM TAX; AND MATTERS RELATED THERETO.

WHEREAS, Pickens County ("Pickens County") and Oconee County ("Oconee County") each a "County" and together the "Counties," are authorized under Article VIII, Section 13 of the South Carolina Constitution and Chapter 1 of Title 4, Code of Laws of South Carolina 1978, as amended (the "Act") to jointly develop an industrial or business park within the geographical boundaries of one or more of the member counties; and

WHEREAS, a company known to the Counties at this time as "Project Exodus" (the "Company") has requested that Pickens County assist the Company with respect to its economic development project in Pickens County (the "Project"), in order to facilitate certain incentives offered to the Company by the County, by placing the Project in a joint county industrial and/or business park (the "Park") pursuant to Section 4-1-170 of the Act by and through a joint industrial and business park agreement with respect to the Park with Oconee County (the "Park Agreement"); and

WHEREAS, Pickens County has asked that Oconee County, by and through the Oconee County Council, enter into the Park Agreement and to cause the Project property described on Exhibit A attached hereto to be included in the Park; and

NOW, THEREFORE, BE IT ORDAINED BY THE OCONEE COUNTY COUNCIL:

SECTION I. Pursuant to the Act, Oconee County is hereby authorized to execute and deliver a written agreement to develop jointly an industrial and business park (the "Park") with Pickens County. The form, terms and provisions of the Park Agreement presented at 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 Park Agreement were set out in this Ordinance in its entirety. The Chairman of County Council and the Clerk to County Council be and they are authorized, empowered and directed to execute, acknowledge and deliver the Park Agreement to Pickens County in the name and on behalf of Oconee County. The Park Agreement is to be in substantially the form now before the meeting and hereby approved, or with such minor changes therein as shall be approved by the officials of Oconee County executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the Park Agreement now before the meeting; and as shall not be materially adverse to Oconee County.

SECTION II. The premises of the Park is to be located initially within the boundaries of Pickens County; however, premises may be added within Oconee County in accordance with the Park Agreement and the provisions of the Act.

SECTION III. To the extent permitted under South Carolina law, the maximum tax credits allowable by Section 12-6-3360 of the Code of Laws of South Carolina, 1976, as amended or any successor statute, will apply to any business enterprise locating in the Park.

SECTION IV. Any business enterprise locating in the Park shall pay a fee-in-lieu of *ad valorem* taxes as provided for in the Park Agreement, Article VIII Section 13 of the South Carolina Constitution and the Act. Payments shall be made by a business or industrial enterprise on or before the due date for taxes for a particular year. Penalties for late payment will be at the same rate and at the same times as for late tax payment. Any late payment beyond said date will accrue interest at the rate of statutory judgment interest. Oconee County, acting by and through the Oconee County Tax Collector, shall maintain all liens and rights to foreclose upon liens provided for counties in the collection of *ad valorem* taxes for Park properties located within Oconee County.

SECTION V. The user fee paid in lieu of *ad valorem* taxes shall be paid to the county treasurer for the County in which the Park property is located. That portion of the fees from the Park properties located in Oconee County allocated pursuant to the Park Agreement to Pickens County shall be paid by the Oconee County Treasurer to the Pickens County Treasurer within fifteen (15) business days following the end of the calendar quarter of receipt for distribution to the Pickens County Taxing Entities in accordance with the Park Agreement.

SECTION VI. The administration, development, promotion, and operation of the various portions of the Park shall be the responsibility of the respective County in which each such portion of the Park is located. Provided, that to the extent any Park property is owned by a private developer, the developer may be responsible for development expenses set forth in the Park Agreement.

SECTION VII. In order to avoid any conflict of laws for ordinances between the Counties, the regulations or laws applicable to the various portions of the Park shall be those of the County in which such portion of the Park is located. Nothing herein shall be taken to supersede any state or federal law for regulation.

SECTION VIII. The Oconee County Sheriff's Department will have jurisdiction to make arrests and exercise all authority and power within the portions of the Park located within

Oconee County. Fire, sewer, water and EMS service will be provided by the service district or other political unit within whose jurisdiction the various portions of the Park are located.

SECTION IX. Should any section of this Ordinance be, for any reason, held void or invalid by any court or regulatory body of competent jurisdiction, it shall not affect the validity of any other section hereof which is not itself void or invalid.

SECTION X. The Park Agreement may not be terminated except by concurrent ordinances of Pickens County Council and Oconee County Council.

SECTION XI. This Ordinance shall be effective after third and final reading.

[Remainder of Page Left Blank]

Ordained this ____ day of _____, 2017

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Edda Cammick, Chairwoman of County
Council
Oconee County, South Carolina

(SEAL)

ATTEST:

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

First Reading: _____, 2017
Second Reading: _____, 2017
Third Reading: _____, 2017
Public Hearing: _____, 2017

STATE OF SOUTH CAROLINA)
)
 COUNTY OF OCONEE)
 COUNTY OF PICKENS)

AGREEMENT FOR THE DEVELOPMENT
 OF A JOINT-COUNTY INDUSTRIAL
 AND BUSINESS PARK

THIS AGREEMENT (the "Agreement") is made and entered into as of this ____ day of _____, 2017, by and between the County of Pickens, State of South Carolina ("*Pickens County*") and the County of Oconee, State of South Carolina ("*Oconee County*") for the purpose of establishing and developing a joint-county industrial and business park.

WITNESSETH:

WHEREAS, Pickens County and Oconee County (individually, a "*County*," and together, the "*Counties*") are bodies politic and corporate and political subdivisions of the State of South Carolina (the "*State*") and are each authorized and empowered by the provisions of Section 13 of Article VIII of the South Carolina Constitution and Section 4-1-170 of the South Carolina Code of Laws of 1976, as amended, (the "*Code of Laws*") to establish and develop a joint-county industrial and business park with one or more other counties within the geographical boundaries of one or more of such counties in order to promote economic development and provide additional employment opportunities within the State; and

WHEREAS, the Counties are contiguous counties which, pursuant to Ordinance No. _____, enacted by Pickens County Council on August __, 2017, and Ordinance No. 2017-____ enacted by Oconee County Council on August __, 2017, have each determined that, consistent with the foregoing purposes, there should be developed in Pickens County and Oconee County a Joint-County Industrial and Business Park (the "*Park*"), to be located upon property more particularly described in Exhibit A (Pickens) and Exhibit B (Oconee) hereto; and

WHEREAS, as a consequence of the establishment of the Park, Section 13 of Article VIII of the South Carolina Constitution provides that all property having a situs within the Park shall be exempt from all *ad valorem* taxation, but that the owners or lessees of any property situated in the Park shall be required to pay an amount equal to the property taxes or other in-lieu-of payments that would have been due and payable except for the exemption provided therein; and

WHEREAS, the Counties have, as required by Section 4-1-170 of the Code of Laws agreed as to the rights and obligations of each with regard to all expenses and management relating to the Park, the manner by which revenue generated by the Park will be allocated, and the manner in which revenue will be distributed to each of the taxing entities located within the Counties.

NOW, THEREFORE, for and in consideration of the premises and mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. Statutory Authority; Binding Effect. This Agreement is entered into under the authority granted to the Counties pursuant to Section 13 of Article VIII of the South Carolina Constitution and Section 4-1-170. This Agreement shall serve as the written agreement specified

in Section 4-1-170 and sets forth the entire agreement between the Counties and is intended to be binding on the Counties, their successors and assigns.

2. Location of the Park.

(a) As of the original execution and delivery of this Agreement, the Park initially consists of property located in Pickens County, as more particularly described on Exhibit A (Pickens) attached hereto (the "**Property**"), which is now or will be owned and/or operated by a company known to the Counties at this time as Project Exodus (the "**Project**"). It is specifically recognized and agreed that the Park may from time to time consist of non-contiguous properties within each County. The boundaries of the Park may be enlarged or diminished from time to time as authorized by resolutions of the county councils of the Counties provided that in so enlarging or diminishing such boundaries, the Park shall consist of the Property as so enlarged or diminished.

(b) In the event that the Counties determine by duly adopted resolutions of their respective county councils to enlarge or diminish the boundaries of the Park, this Agreement shall be deemed to have been amended as of the date and time at which such resolutions are adopted, and there shall be attached hereto a revised Exhibit A (Pickens) or a revised Exhibit B (Oconee) which shall contain a legal description of the boundaries of the Park within Oconee County or Pickens County, as the case may be, as enlarged or diminished, together with a copy of the resolutions of the Oconee County Council and the Pickens County Council pursuant to which such enlargement or diminution was authorized.

3. Fee in Lieu of Taxes. In accordance with Section 13 of Article VIII of the South Carolina Constitution, any and all real and personal property located in the Park whether or not titled in the name of either County shall be exempt from *ad valorem* taxation; provided, however, the owners or lessees of any property situated in the Park shall hereby be required to pay an amount equal to the *ad valorem* property taxes or other in-lieu-of payments that would have been due and payable if the property were not located within the Park, such in-lieu-of payments to be due and payable at the same time as *ad valorem* taxes are due.

4. Allocation of Expenses. Pickens County and Oconee County shall bear expenses incurred in connection with the Park, including, but not limited to, expenses relating to the planning, site preparation, development, construction, infrastructure, operation, maintenance, advertising and promotion of the Park, or the recruitment of industries, in the following proportions:

If the property is located in the portion of the Park within Pickens County:

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

If the property is located in the portion of the Park within Oconee County:

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

5. Allocation of Revenues. Pickens County and Oconee County shall receive an allocation of all revenues generated by the Park property through payment of fees-in-lieu of *ad valorem* property taxes or from any other source directly related to the Park in the following proportions:

If the property is located in the portion of the Park within Pickens County:

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

If the property is located in the portion of the Park within Oconee County:

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

With respect to such fees generated from properties located in the Pickens County portion of the Park, that portion of such fees allocated to Oconee County shall thereafter be paid by the Treasurer of Pickens County to the Treasurer of Oconee County within fifteen (15) business days following the end of the calendar quarter of receipt for distribution. With respect to such fees generated from properties located in the Oconee County portion of the Park, that portion of such fees allocated to Pickens County shall thereafter be paid by the Treasurer of Oconee County to the Treasurer of Pickens County within fifteen (15) business days following the end of the calendar quarter of receipt for distribution.

6. Issuance of Bonds. The Counties may issue joint development bonds to fund and/or defray the expenses incurred in the development of the Park and shall have the power to enter jointly into leases and other contracts which are necessary or desirable for the development of the Park.

7. Allocation of Revenue Within Each County.

(a) Any and all revenues derived from the Park other than in respect of payment in-lieu-of *ad valorem* property taxes shall be distributed directly to Pickens County and Oconee County according to the proportions established in Paragraph 5, respectively, and shall and may be expended in any manner deemed appropriate by the County Council of each such County.

(b) Any and all revenues generated by the Park with respect to payments in-lieu-of *ad valorem* property taxes shall be distributed to the Counties according to the proportions established by Paragraph 5, respectively. All such revenue allocable to a County shall be distributed within that County to the entities which levy taxes or have taxes levied on their behalf in such County (herein respectively referred to as the "*Pickens County Taxing Entities*" and the "*Oconee County Taxing Entities*") in accordance with the one or more ordinances enacted or to be enacted by the County Council of each of the Counties (including the respective ordinances of the Counties which authorized the execution and delivery of this Agreement), and to no others.

8. Fees in Lieu of Ad Valorem Taxes and Special Source Revenue Credits. It is hereby agreed that the entry by Pickens County or Oconee County into any one or more fee in lieu of *ad valorem* tax agreements pursuant to Title 4 or Title 12 of the Code of Laws, or any successor or comparable statutes ("*Negotiated FILOT Agreements*"), or special source revenue credit agreements pursuant to Sections 4-1-170 and 4-1-175 thereof, Section 4-29-68 of the Code of Laws and Article VIII, Section 13 of the South Carolina Constitution, or any successor or comparable statutes or constitutional provisions ("*SSRC Agreements*"), with respect to Park properties located in the portion of the Park within either of the Counties, and the terms of such Negotiated FILOT Agreements and SSRC Agreements, shall be at the sole discretion of the County in which the Park property is located.

9. Assessed Valuation. In accordance with Section 4-1-170 of the Code of Laws, for the purpose of calculating the bonded indebtedness limitation and for the purpose of computing the index of tax paying ability of each County pursuant to Section 59-20-20(3) Code of Laws, allocation of the assessed value of all property located within the Park to each County and to each of the Pickens County Taxing Entities and Oconee County Taxing Entities, respectively, within each County shall be identical to the allocation of revenue distributed to each County in accordance with Paragraphs 5 and 7 above.

10. Applicable Ordinances and Regulations. Any applicable ordinances and regulations of Pickens County including zoning, health and safety, and building code requirements shall apply to the Park properties located in the portion of the Park within Pickens County, unless any such property is within the boundaries of a municipality in which case, the municipality's applicable ordinances and regulations shall apply. Any applicable ordinances and regulations of Oconee County including zoning, health and safety, and building code requirements shall apply to the Park properties located in the portion of the Park within Oconee County, unless any such property is within the boundaries of a municipality in which case, the municipality's applicable ordinances and regulations shall apply.

11. Law Enforcement Jurisdiction. Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park properties located within the portion of the Park in Pickens County is vested with the Sheriff's Department of Pickens County. Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park properties located within the portion of the Park in Oconee County is vested with the Sheriff's Department of Oconee County. If any of the Park properties located in either Pickens County or Oconee County are within the boundaries of a municipality, then jurisdiction to make arrests and exercise law enforcement jurisdiction is vested with the law enforcement officials of the municipality.

12. Governing Law. This Agreement has been entered into in the State of South Carolina and shall be governed by, and construed in accordance with, South Carolina law.

13. Severability. In the event and to the extent (and only to the extent) that any, or any part of, 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, all of which are hereby deemed severable.

14. Counterpart Execution. This Agreement may be executed in multiple counterparts.

15. Term; Termination. This Agreement shall extend for a term through December 31, 20__, or such later date as shall be specified in any amendment hereto. Notwithstanding the foregoing provisions of this Agreement or any other provision in this Agreement to the contrary, this Agreement shall not expire and may not be terminated to the extent Pickens County or Oconee County has outstanding, contractual commitments, covenants or agreements to any owner or lessee of Park property, including, but not limited to, the Project, as any agreement containing such commitments or covenants may be amended, modified or supplemented from time to time, or other incentives requiring inclusion of property of such owner or lessee within the boundaries of a joint county industrial or business park created pursuant to Article VIII, Section 13(D) of the South Carolina Constitution and Title 4, Chapter 1 of the Code, unless the county in which such property is located shall first obtain (i) the consent in writing of such owner or lessee and (ii) include the property of such owner or lessee as part of another joint county industrial or business park created pursuant Article VIII, Section 13(D) of the South Carolina Constitution and Title 4, Chapter 1 of the Code, which inclusion is effective as of the termination of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Oconee County and Pickens County have caused this Agreement to be duly executed by their duly authorized officials as of the day and year first above written.

PICKENS COUNTY, SOUTH CAROLINA

By: _____
Roy Costner, Chairman of County Council
Pickens County, South Carolina

(SEAL)

ATTEST:

By: _____
Crystal Alexander, Clerk to County Council
Pickens County, South Carolina

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Edda Cammick, Chairwoman of County
Council
Oconee County, South Carolina

(SEAL)

ATTEST:

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

EXHIBIT A (PICKENS)

Pickens County Park Properties

Real property described as having tax parcel number 4087-12-97-7380

EXHIBIT B (OCONEE)

Oconee County Park Properties

None

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: July 18, 2017
COUNCIL MEETING TIME: 6:00 p.m.**

ITEM TITLE [Brief Statement]:

First Reading of Resolution 2017-11 "A RESOLUTION AUTHORIZING THE CONSTRUCTION OF A SPECULATIVE BUILDING IN THE GOLDEN CORNER COMMERCE PARK AND USE OF THE SANTEE COOPER ECONOMIC DEVELOPMENT LOAN PROGRAM FOR SUCH PURPOSES; AND OTHER MATTERS RELATED THERETO."

BACKGROUND DESCRIPTION:

Resolution 2017-11 directs and authorizes the County Administrator to pursue funding through the Santee Cooper Economic Development Loan Program, in an amount not to exceed Three Million and 00/100 (\$3,000,000.00) Dollars, for the purpose of constructing a speculative building for industrial development within the Golden Corner Commerce Park. Upon securing such funding, the County Administrator is directed and authorized to cause the construction of a speculative building for industrial development to be located within the Golden Corner Commerce Park. The County Administrator will be authorized to do all things ancillary and necessary to effect the directives set forth above, but shall obtain all legally necessary approvals from County Council in relation to financing terms, procurement, or otherwise.

SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:

None

FINANCIAL IMPACT [Brief Statement]:

Check Here if Item Previously approved in the Budget.

Approved by: _____ **Finance**

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: / No

If yes, who is matching and how much:

Approved by: _____ **Grants**

ATTACHMENTS

None

STAFF RECOMMENDATION [Brief Statement]:

It is staff's recommendation that Council adopt Resolution 2017-11

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

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

**STATE OF SOUTH CAROLINA
OCONEE COUNTY
RESOLUTION R2017-11**

**A RESOLUTION AUTHORIZING THE CONSTRUCTION
OF A SPECULATIVE BUILDING IN THE GOLDEN
CORNER COMMERCE PARK AND USE OF THE SANTEE
COOPER ECONOMIC DEVELOPMENT LOAN PROGRAM
FOR SUCH PURPOSES; AND OTHER MATTERS
RELATED THERETO.**

WHEREAS, Oconee County, South Carolina (the "County"), is a body politic and corporate and a political subdivision of the State of South Carolina; and

WHEREAS, pursuant to Section 4-9-10 of the South Carolina Code of Laws, the County operates under the Council-Administrator form of government, and the County Council constitutes the governing body of the County; and

WHEREAS, pursuant to Section 4-9-30 of the South Carolina Code of Laws, the County has the authority to make and execute contracts, among other powers; and

WHEREAS, the County seeks to attract capital investment and job creation for the betterment of its citizenry; and

WHEREAS, the County owns the Golden Corner Commerce Park (the "Park"), a 322 acre South Carolina Department of Commerce Site Certified manufacturing, warehouse, and distribution park; and

WHEREAS, the County has provided significant funding to bring necessary sewer infrastructure to the Park, and the County has water, natural gas, and electric utilities available at the Park; and

WHEREAS, the County desires to further enhance the Park so as to make it an even more attractive and suitable destination for future industrial companies, and

WHEREAS, the County desires to construct a 50,000 square foot building (the "Building") in the Park, which it plans to market and sell for industrial use; and

WHEREAS, to effect the construction of the Building the County intends to pursue financing in an amount not to exceed Three Million and 00/100 (\$3,000,000.00) Dollars from the Santee Cooper Economic Development Loan Program.

NOW THEREFORE, be it resolved by County Council in a meeting duly assembled that:

1. The County Administer is directed and authorized to pursue funding through the Santee Cooper Economic Development Loan Program, in an amount not to exceed Three Million and 00/100 (\$3,000,000.00) Dollars, for the purpose of constructing a speculative building for industrial development within the Golden Corner Commerce Park.
2. Upon securing such funding, the County Administrator is directed and authorized to cause the construction of a speculative building for industrial development to be located within the Golden Corner Commerce Park.
3. The County Administrator is authorized to do all things ancillary and necessary to effect the directives set forth above, but shall obtain all legally necessary approvals from County Council in relation to financing terms, procurement, or otherwise.
4. All actions, orders, and resolutions in conflict herewith are, to the extent of such conflict only, repealed and rescinded.
5. Should any part or portion of this resolution be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such finding shall not affect the remainder hereof, all of which is hereby deemed separable.
6. This resolution shall take effect and be in force immediately upon enactment.

RESOLVED in meeting, duly assembled, this ____ of _____, 2017.

ATTEST:

Katie Smith
Clerk to Oconee County Council

Edda Cammick
Chair, Oconee County Council

PROCUREMENT - AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: July 18, 2017

ITEM TITLE:

Procurement #: ITB 16-18 Title: Removal & Recycling of Scrap Tires **Department: Solid Waste** **Amount: \$75,000.00**

FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 2017-2018 budget process.

Finance Approval: Sadale Price

Budget: \$75,000 Project Cost: \$75,000 Balance: 0

BACKGROUND DESCRIPTION:

Oconee County Solid Waste accepts tires from County residents and businesses to be recycled. County residents can leave up to four passenger size tires at the convenience centers. All tires from businesses and larger size tires are accepted at the Solid Waste Complex. Tires are loaded into trailers provided by the tire recycler and the tire recycler comes and picks up the trailers of tires and transports them to their recycling plant.

For the past five years, NE GA Tire Recycling has held this contract for approximately \$30,000 annually, which did not require Council approval. This company was purchased by Liberty Tires/Ridge Recyclers in January of 2017. This service was originally bid out as a Request for Quote, as the price was expected to be less than \$50,000. Only one quote was received from Ridge Recyclers and it exceeded \$50,000. Therefore, that RFQ was rejected and these services were re-bid on June 6, 2017. DHEC provides a list of "Approved Waste Tire Recycling and Processing Facilities" and this bid was emailed to all vendors (9) on the DHEC list. On June 22, 2017 sealed bids were opened and only one bid was received from Ridge Recyclers. The award amount is calculated based on an estimate of 300 tons of tires annually. This amount is significantly higher than what was previously paid for these services. There are no other approved tire recyclers located in the upper part of SC or nearby in GA or NC. Other recyclers are too far way to make the transport of tires feasible. See attached worksheet to show how the award amount was calculated for a one year period.

The Director of Solid Waste has discussed this issue with DHEC and they are aware that there is only one vendor available in this upper part of the state. DHEC has offered to help subsidize the cost of tire recycling, but at this time we do not know how much they will contribute.

ATTACHMENT(S):

1. Bid Worksheet showing price calculations from one bid received.

STAFF RECOMMENDATION:

It is the staff's recommendation that Council 1) approve the award of ITB 16-18 to Ridge Recyclers of Johnston, SC in the not to exceed amount of \$75,000 annually and 2) authorize the County Administrator to approve the renewal of this contract for up to four additional one-year periods, provided the amount does not exceed the amount budgeted annually for these services.

Submitted or Prepared By: Robyn Courtight Approved for Submittal to Council: _____

Robyn Courtight, Procurement Director

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.

**Removal Recycling of Scrap Tires
from Solid Waste Complex**

Estimated Amts	Bidders	Ridge Recycling	
	Address	Johnston, SC	
		Unit Price	Extended Price
280 Tons	Price Per ton for Regular size tires	\$226.00	\$63,280.00
40,000 Lbs.	Off Road Tires (farm tractor, skid steer, bobcat, forklift)	.25 per lb.	\$10,000.00
2 Loads	Transport Fee charged for loads of ORT only	\$452.00	\$904.00
	Total Estimated Annual Cost		74,184.00

PROCUREMENT - AGENCY ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: July 18, 2017

ITEM TITLE:

Title: Village Creek Sub-Station

Department: Emergency Services

Amount: \$142,670.32

FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 2017-2018 budget process.

Finance Approval:



Budget: \$190,000

Project Cost: \$142,670.32

Balance: \$47,329.68

BACKGROUND DESCRIPTION:

Under the County Administrator's Fire Plan, the construction of two substations was included for Fiscal Year 2011-2012; Foxwood Hills and Long Creek, Fiscal Year 2012-2013; Keowee Falls (Cliff's) and Cheohee Valley, Fiscal Year 2013-2014; Shiloh and Wherstone, Fiscal Year 2015-2016 Bounyard and Village Creek.

Under the On Call Design Build, RFP #11-23, Procurement requested proposals from the four (4) approved Design Build Contractors, J. Davis Construction of Westminster, SC, provided the lowest proposal. County staff met with J. Davis Project Managers during the Design Development and Schematic Phases to review a variety of cost saving ideas and different ways to meet the minimum requirements of each station. It was decided that the Roads Department would complete the site work for the Village Creek Sub-Station in order to reduce the cost.

ATTACHMENT(S):

- Summary
- Proposal

STAFF RECOMMENDATION:

It is the staff's recommendation that Council 1) approve the award of \$142,670.32 (includes 10% contingency of \$12,970.03) to J. Davis Construction of Westminster, SC, to construct the Village Creek Sub-Station and 2) authorize the County Administrator to sign contract documents and to approve Change Orders within the contingency amount.

Submitted or Prepared By:


Robyn Courtwright, Procurement Director

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.

J.Davis Construction - Village Creek Sub-Station

Building / Construction	\$128,200.29	
Architect Fee	\$1,500.00	Required: Update Construction drawings fro 2015 code - Original plans were under 2012 code
Total	\$129,700.29	
10% Contingency	\$12,970.03	
Total with Contingency	\$142,670.32	

To: Oconee County Attn: Mrs Tronda Popham 415 South Pine St. Walhalla, SC 29691	Project: Village Creek Substation Rev. 4 415 South Pine Street Walhalla, SC 29691
--	---

Salesperson		
Tim Winchester		

Scope of Work

Village Creek Substation per drawings. Rev.4

Reference	Description	Quantity	UOM	Unit Price	Extended Price
01 General Requirements					
01.03.01	PROJECT MANAGER	100.0000	HR	84.9600	8,496.00
01.03.03	SUPERINTENDENT	180.0000	HR	64.8000	11,664.00
01.03.05	Preconstruction Manager	40.0000	HR	86.4000	3,456.00
01.03.06	SCHEDULING	5.0000	HR	50.4000	252.00
01.03.14	SAFETY MATERIAL	1.0000	EA	267.5000	267.50
01.03.16	SAFETY LABOR	5.0000	HR	57.6000	288.00
01.03.19	PROJECT MANAGER VEHICLE	1.0000	MO	500.0000	500.00
01.03.20	SUPERINTENDENT VEHICLE	1.0000	MO	500.0000	500.00
01.03.20	FUEL	1.0000	MO	133.7500	133.75
01.03.36	SUPERINTENDENT - FUEL	1.0000	MO	175.0000	175.00
01.05.03	CHEMICAL TOILET, SERVICED, FIBERGLASS	7.0000	MO	112.3500	774.70
01.07.02	CLEAN UP, FINAL	1.0000	LS	600.0000	600.00
01.07.03	DUMPSTERS	1.0000	EA	642.0000	642.00
1.05.03	STRUCTURAL ENGINEERING DESIGN FEE	1.0000	EA	1,500.0000	1,500.00
Total 01 General Requirements					28,648.95
03 Concrete					
03.03.02.05	Turkey Concrete - Bolard M&L	1.0000	LS	17,767.0000	17,767.00
Total 03 Concrete					17,767.00
05 Metals					
05.01.01.02	ANCHOR BOLTS	32.0000	EA	5.3500	171.20
Total 05 Metals					171.20
07 Thermal and Moisture Protection					
07.01.00	Insulation Metal Building	1.0000	LS	1,881.0600	1,881.06
Total 07 Thermal and Moisture Protection					1,881.06
08 Openings					

J. Davis Construction, Inc.
 12245 S. Hwy 11
 Westminster, SC 29693
 www.jdavisinc.com

Proposal



Proposal: 170620

Date: 6/27/2017

To: Oconee County Attn: Mrs Tronda Popham 415 South Pine St. Walhalla, SC 29691	Project: Village Creek Substation Rev. 4 415 South Pine Street Walhalla, SC 29691
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Salesperson	
Tim Winchester	

Reference	Description	Quantity	UOM	Unit Price	Extended Price
08.05.09	OVERHEAD DOOR SUBCONTRACTOR	1.0000	LS	8,285.0000	8,285.00
Total 08 Openings					8,285.00
09 Finishes:					
09.23.14	Drywall Storage Room Complete	1.0000	LS	6,480.0000	6,480.00
Total 09 Finishes					6,480.00
13 Special Construction					
13.01.04	PRE ENGINEERED METAL BUILDING PACKAGE	1.0000	LS	19,179.4600	19,179.46
13.01.05	PEB Erection	1.0000	LS	16,921.0000	16,921.00
Total 13 Special Construction					36,050.46
15					
15.02.09	Heater and gas piping	1.0000	LS	2,800.0000	2,800.00
15.02.11	Septic Tank	1.0000	LS	4,500.0000	4,500.00
Total 15					7,300.00
16					
16.01.01	ELECTRICAL SUBCONTRACTOR	1.0000	LS	10,760.0000	10,760.00
Total 16					10,760.00
22 Plumbing					
15.02.02	PLUMBING SUB	1.0000	LS	3,600.0000	3,600.00
Total 22 Plumbing					3,600.00
50					
50.05	CONTRACTOR FEE	6.0000	%	1,229.4367	7,296.62
Total 50					7,256.62

J. Davis Construction, Inc.
12245 S. Hwy 11
Westminster, SC 29693
www.jdavisinc.com

Proposal



Proposal: 170620

Date: 6/27/2017

To: Oconee County* Attn: Mrs. Tronda Popham 415 South Pine St. Walhalla, SC 29691	Project: Village Creek Substation Rev. 4 415 South Pine Street Walhalla, SC 29691
--	---

Salesperson		
Tim Winchester		

Proposal Total:	128,200.29
------------------------	-------------------

Acceptance	
Accepted by:	_____
Title:	_____
Date:	_____

J. Davis Construction, Inc.
 12245 S. Hwy 11
 Westminster, SC 29693
 www.jdavisinc.com

Proposal



Proposal: 170620

Date: 6/27/2017

Alternate: Alternate 4

To: Oconee County Attn: Mrs Tronda Popham 415 South Pine St. Walhalla, SC 29691	Project: Village Creek Substation Rev. 4 415 South Pine Street Walhalla, SC 29691
--	---

Salesperson		
Tim Winchester		

Description

Architectural Design

Reference	Description	Quantity	UOM	Unit Price	Extended Price
01 General Requirements					
01.06.01	ARCHITECT FEE	1.0000	LS	1,500.0000	1,500.00
Total 01 General Requirements					1,500.00

Alternate Total:	1,500.00
-------------------------	-----------------

Initial to Accept:



Boards & Commissions

Boards & Commissions	State / OC Code Reference	Reps (DX-At Large)	Co-Terminus	Term Limits	4 Year Term	Meeting Date to Appoint	Edda Carmick	Wayne McCall	Paul Cain	Julian Davis	Glenn Hart				
							2015-2018	2017-2020	2015-2018	2017-2020	2017-2020	2015-2018	2017-2020		
							District I	District II	District III	District IV	District V	At Large	At Large		
Aeronautics Commission	2-262	5 - 2	YES	2X	YES	Jan - March	Randy Renz [2]	David Bryant [1]	Edward Perry [2]	Marion Lyles [1]	Ronald Giles [2]	A. Brightwell [1]	Michael Gray [2]		
Ag. Advisory Board	2016-17	5 - 2	YES	n/a	YES	Jan - March	Debbie Sewell [<1]	Doug Hotfield [<1]	Michael Marshall [<1]	Ed Land [<1]	Vickie Wiloughby [<1]	Kim Alexander [<1]	Rex Blanton [<1]		
Arts & Historical Commission	2-321	5 - 2	YES	2X	YES	Jan - March	Bertie Boreman [1]	Libby Imbody [1]	Mariam Noora [1]	Tony Adams [1]	Stacy Smith	Shawn Johnson [1]	Janet Gorman [1]		
Board of Zoning Appeals	38-6-1	5 - 2	YES	2X	YES	Jan - March	Allen Medford [2]	Gwen Fowler [1]	Bill Gilster [1]	Marty McKee [<2]	John Menzies [<1]	Josh Lusk [1]	Charles Morgan [<1]		
Building Codes Appeal Board		5 - 0	YES	2X	YES	Jan - March	George Smith [1]	Mal Rochester [1]	Bob DuBose [2]	Kevin Knight	Kenneth Owen				
Conservation Bank Board	2-381	Appointed by Category Preferred		2X	YES	Jan - March	Shea Airey [2]	OPEN	Jennifer Moss [1]	Marvin Prater [2]	Frank Ables [1]	Richard Cain [2]	Frances Rundlett [1]		
Destination Ocoee Action Committee	n/a	5 - 2	n/a	n/a	n/a	n/a	David Washburn	Luther Lyle [2]	Al Shadwick	Matthew Smith [1]	Bob Hill [2]	Robert Moore	Har Welch [2]		
PRT Commission (members up for reappointment due to initial stagger)	5-4-25 2-381	Appointed by Industry		2X	YES	Jan - March	Shane Smith [1]; Andrew Conkey [1]; Kevin Evans [1]			Becky Wise [2]; Rick Lacey [2]; Mike Wallace [2]			Darlene Greene		
Scenic Highway Committee	26-151	0 - 2	YES	2X	YES	Jan - March						Scott Lusk [1]	Staley Powell [1]		
Library Board	4-9-35 / 18 1	0 - 9	YES	2X	YES	Jan - March	M. McMahan [P, 1.15]; M. Jacobson [P, 1.15]; W. Gaster [2, 1.15]			B. Brackett [1.17]; A. Griffin [1.17]; K. Holleman [P [1.17]]; L. Martin [P [1.17]]; A. Suddeth [2]; C. Morrison [1.17]					
Planning Commission	6-29-310 32-4	5 - 2	YES	N/A	YES	Jan - March	Brad Kisker	Andrew Gramling [1]	David Owensay	Frankie Pearson [1]	Stacy Lyles [1]	Gwen McPhail	Mike Johnson		
Anderson-Ocoee Behavioral Health Services Commission	2-291	0 - 7	YES	2X	3 yr	N/A	Steve Jenkins [1], Harold Alley [1], Louie Holleman [1], Wanda Long [1], Priscilla Taylor [1], Joan Black [1], Jere DuBois [1]							BHS contacts Council w/ recommendations when seats open	
Capital Project Advisory Committee (end 1.17)															
Ocoee Business Education Partnership	N/A	N/A	NO	N/A	NO	January	Mr. Julian Davis, District IV								
Ocoee Economic Alliance	N/A	N/A	NO	N/A	NO	January	Mr. Paul Cain, Council; Mr. Scott Moulder, Administrator; Mr. Sammy Dickson								
Ten At The Top (TATT)				NO	NO	January	Mr. Dave Eldridge								
ACOG BOD				N/A	NO	January	Council Rep: Ms. Carmick [yearly]; 2 yr terms Citizen Rep: Bob Winchester, Minority Rep: Bennie Cunningham								
Worklink Board						N/A	Worklink contacts Council w/ recommendations when seats open. [Current: B. Dobbins]								

[#] - 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.

Katie Smith

From: Katie Smith
Sent: Thursday, June 22, 2017 4:07 PM
To: 'classadmgr@upstatetoday.com'
Subject: RE: Classified Ad# 22352 Confirmation

Looks good. Can you tell me when it will run in the paper? Thank you!

Katie D. Smith
Clerk to Council
Oconee County
415 S. Pine St. Walhalla
864.718.1023
Fx. 864.718.1024
ksmith@oconeesc.com

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From: classadmgr@upstatetoday.com [<mailto:classadmgr@upstatetoday.com>]
Sent: Thursday, June 22, 2017 4:05 PM
To: Katie Smith
Subject: Classified Ad# 22352 Confirmation

Please let me know if there are any changes that need to be made.

THE JOURNAL

Classified Advertisi

OCONEE COUNTY COUNCIL
415 S PINE ST
WALHALLA, SC 29691

Acct#:63488
Ad#:22352
Phone#:864-718-1023
Date:06/22/2017

Salesperson: MTOWE Classification: Legals Ad Size: 1.0 x 1.80

Advertisement Information:

Description	Start	Stop	Ins.	Cost/Day	Total
The Journal	06/24/2017	06/24/2017	1	28.13	28.13

Payment Information:

Date: Order# Type
06/22/2017 22352 BILLED ACCOUNT

Total Amount: 28.13

Amount Due: 28.13

Comments: Ordinance 2017-09

Attention: Please return the top portion of this invoice with your payment including account and ad number.

Ad Copy

Notice of Public Hearing
There will be a public hearing on July 18, 2017 at 6pm in Oconee County Council Chambers located at 415 South Pine Street, Walhalla, SC 29691 for the following ordinance:
STATE OF SOUTH CAROLINA
OCONEE COUNTY
Ordinance 2017-09
AN ORDINANCE AMENDING CHAPTER 32 OF THE OCONEE COUNTY CODE OF ORDINANCES IN CERTAIN LIMITED REGARDS AND PARTICULARS PERTAINING TO SIGN CONTROL, ONLY; AND OTHER MATTERS RELATED THERETO.

Katie Smith

From: Katie Smith
Sent: Thursday, June 22, 2017 4:56 PM
To: 'classadmgr@upstatetoday.com'
Subject: RE: Classified Ad# 22353 Confirmation

Looks good; thanks!

Katie

Katie D. Smith
Clerk to Council
Oconee County
415 S. Pine St. Walhalla
864.718.1023
Fx. 864.718.1024
ksmith@oconeesc.com

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From: classadmgr@upstatetoday.com [<mailto:classadmgr@upstatetoday.com>]
Sent: Thursday, June 22, 2017 4:06 PM
To: Katie Smith
Subject: Classified Ad# 22353 Confirmation

Please let me know if there are any changes that need to be made.

THE JOURNAL

Classified Advertisi

**OCONEE COUNTY COUNCIL
415 S PINE ST
WALHALLA, SC 29691**

**Acct#:63488
Ad#:22353
Phone#:864-718-1023
Date:06/22/2017**

Salesperson: MTOWE Classification: Legals Ad Size: 1.0 x 2.30

Advertisement Information:

Description	Start	Stop	Ins.	Cost/Day	Total
The Journal	06/24/2017	06/24/2017	1	34.56	34.56

Payment Information:

**Date: Order# Type
06/22/2017 22353 BILLED ACCOUNT**

Total Amount: 34.56

Amount Due: 34.56

Comments: Ordinance 2017-14

Attention: Please return the top portion of this invoice with your payment including account and ad number.

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Notice of Public Hearing
There will be a public hearing on July 18, 2017 at 6pm in Oconee County Council Chambers located at 415 South Pine Street, Walhalla, SC 29691 for the following ordinance:
STATE OF SOUTH CAROLINA
OCONEE COUNTY
Ordinance 2017-14
AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A CONTRACT FOR THE DESIGN, CONSTRUCTION, AND OPERATION OF THE OCONEE COUNTY WORKFORCE DEVELOPMENT CENTER, AND FURTHER, AUTHORIZING THE TRANSFER OF THE LAND UPON WHICH THE OCONEE COUNTY WORKFORCE DEVELOPMENT CENTER WILL BE LOCATED; AND OTHER MATTERS RELATED THERETO.

Katie Smith

From: Katie Smith
Sent: Thursday, June 22, 2017 4:53 PM
To: classadmgr@upstatetoday.com
Subject: RE: Classified Ad# 22354 Confirmation

looks good; thanks!

Katie

Katie D. Smith
Clerk to Council
Oconee County
415 S. Pine St. Walhalla
864.718.1023
Fx. 864.718.1024
ksmith@oconeesc.com

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From: classadmgr@upstatetoday.com [<mailto:classadmgr@upstatetoday.com>]
Sent: Thursday, June 22, 2017 4:09 PM
To: Katie Smith
Subject: Classified Ad# 22354 Confirmation

Please let me know if there are any changes that need to be made.

THE JOURNAL

Classified Advertisi

**OCONEE COUNTY COUNCIL
415 S PINE ST
WALHALLA, SC 29691**

**Acct#:63488
Ad#:22354
Phone#:864-718-1023
Date:06/22/2017**

Salesperson: MTOWE Classification: Legals Ad Size: 1.0 x 1.80

Advertisement Information:

Description	Start	Stop	Ins.	Cost/Day	Total
The Journal	06/24/2017	06/24/2017	1	28.13	28.13

Payment Information:

**Date: Order# Type
06/22/2017 22354 BILLED ACCOUNT**

Total Amount: 28.13

Amount Due: 28.13

Comments: Ordinance 2017-16

Attention: Please return the top portion of this invoice with your payment including account and ad number.

Ad Copy

Notice of Public Hearing
There will be a public hearing on July 18, 2017 at 6pm in Oconee County Council Chambers located at 415 South Pine Street, Walhalla, SC 29691 for the following ordinance:
STATE OF SOUTH CAROLINA
OCONEE COUNTY
Ordinance 2017-16
AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A REAL PROPERTY LEASE AGREEMENT BETWEEN OCONEE COUNTY AS LESSOR AND THE FAIR-OAK YOUTH CENTER, INC. AS LESSEE; AND OTHER MATTERS RELATED THERETO.

LEGAL NOTICES

LEGLALS

specific reason why the application should be denied; (3) if the person requesting is willing to attend a hearing if one is requested by the applicant; (4) and the person protesting resides in the same county.

Where the proposed place of business is located on within five miles of the business, and (5) the name of the applicant and the address of the premises to be leased. Requests must be mailed to:

S.C. Department of Revenue
 A/R SECTION
 P.O. Box 125
 Columbia, SC 29244-0125
 or faxed to: (803)330-3110.

Notice of Public Hearing

There will be a public hearing on July 18, 2017 at 6:00 in Oconee County Council Chambers located at 410 South Pine Street, Wabasha, SC 29991 for the following ordinance:

STATE OF SOUTH CAROLINA
 OCONEE COUNTY
 Ordinance 2017-09

AN ORDINANCE AMENDING CHAPTER 82 OF THE OCONEE COUNTY CODE OF ORDINANCES IN CERTAIN LIMITED REGARDS AND PARTICULARS PERTAINING TO SIGN CONTROL, ONLY AND OTHER MATTERS RELATED THERETO.

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 IN THE CLASSIFIEDS!**

LEGAL NOTICES

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Notice of Public Hearing

There will be a public hearing on July 18, 2017 at 6:00 in Oconee County Council Chambers located at 410 South Pine Street, Wabasha, SC 29991 for the following ordinance:

STATE OF SOUTH CAROLINA
 OCONEE COUNTY
 Ordinance 2017-14

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A CONTRACT FOR THE DESIGN, CONSTRUCTION AND OPERATION OF THE OCONEE COUNTY WORKFORCE DEVELOPMENT CENTER, AND FURTHER AUTHORIZING THE TRANSFER OF THE LAND UPON WHICH THE OCONEE COUNTY WORKFORCE DEVELOPMENT CENTER WILL BE LOCATED AND OTHER MATTERS RELATED THERETO.

Notice of Public Hearing

There will be a public hearing on July 17, 2017 at 6:00 in Oconee County Council Chambers located at 410 South Pine Street, Wabasha, SC 29991 for the following ordinance:

STATE OF SOUTH CAROLINA
 OCONEE COUNTY
 Ordinance 2017-15

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A REAL PROPERTY LEASE AGREEMENT BETWEEN OCONEE COUNTY AS LESSOR AND THE FAIR OAK YOUTH CENTER, INC. AS LESSEE; AND OTHER MATTERS RELATED THERETO.

LEGAL NOTICES

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Public Notice

Duke Energy Carolina, L.C., Oconee Nuclear Station has applied to the South Carolina Department of Health and Environmental Control for a Construction in Navigable Waters Permit to replace the existing boat dock with a new boat dock for private use in Lake Keowee at Oconee Nuclear Station Employee Recreation Site, 7818 Rochester Highway, Seneca, SC 29992. Comments will be received by South Carolina Department of Health and Environmental Control at 2803 2nd St., Columbia, SC 29201, Attn: Charles Hightower, Division of Water Quality, until 7/18/17.



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PUBLISHER'S AFFIDAVIT

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE**

OCONEE COUNTY COUNCIL

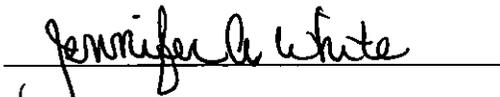
IN RE: Ordinance 2017-09

BEFORE ME the undersigned, a Notary Public for the State and County above named, This day personally came before me, Hal Welch, who being first duly sworn according to law, says that he is the General Manager of **THE JOURNAL**, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in **Oconee County, Pickens County** and the Pendleton area of **Anderson County** and the notice (of which the annexed is a true copy) was inserted in said papers on 06/24/2017 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.



Hal Welch
General Manager

Subscribed and sworn to before me this
06/24/2017



Jennifer A. White
Notary Public
State of South Carolina
My Commission Expires July 1, 2024

LEGAL NOTICES

LEGALS

specific reasons why the applicant should be denied, (2) that the person protesting is willing to attend a hearing (if one is requested by the applicant), (3) that the person protesting resides in the same county where the proposed piece of business is located or within five miles of the business; and (5) the name of the applicant and the address of the premises to be licensed. Petitions must be mailed to: S.C. Department of Revenue, A&L SECTION, P.O. Box 125, Columbia, SC 29214-0125 or faxed to: (803)696-0114.

Notice of Public Hearing

There will be a public hearing on July 18, 2017 at 6pm in Oconee County Council Chambers located at 415 South Pine Street, Wadega, SC 29981 for the following ordinance:
STATE OF SOUTH CAROLINA
OCONEE COUNTY
Ordinance 2017-38
AN ORDINANCE AMENDING CHAPTER 32 OF THE OCONEE COUNTY CODE OF ORDINANCES IN CERTAIN LIMITED REGARDS AND PARTICULARS PERTAINING TO SIGN CONTROL, ONLY AND OTHER MATTERS RELATED THERETO.

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LEGAL NOTICES

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Notice of Public Hearing

There will be a public hearing on July 18, 2017 at 6pm in Oconee County Council Chambers located at 415 South Pine Street, Wadega, SC 29981 for the following ordinance:
STATE OF SOUTH CAROLINA
OCONEE COUNTY
Ordinance 2017-34
AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A CONTRACT FOR THE DESIGN, CONSTRUCTION, AND OPERATION OF THE OCONEE COUNTY WORKFORCE DEVELOPMENT CENTER, AND FURTHER AUTHORIZING THE TRANSFER OF THE LAND UPON WHICH THE OCONEE COUNTY WORKFORCE DEVELOPMENT CENTER WILL BE LOCATED, AND OTHER MATTERS RELATED THERETO.

Notice of Public Hearing

There will be a public hearing on July 18, 2017 at 6pm in Oconee County Council Chambers located at 415 South Pine Street, Wadega, SC 29981 for the following ordinance:
STATE OF SOUTH CAROLINA
OCONEE COUNTY
Ordinance 2017-18
AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A REAL PROPERTY LEASE AGREEMENT BETWEEN OCONEE COUNTY AS LESSOR AND THE FAIR-DAK YOUTH CENTER, INC. AS LESSEE, AND OTHER MATTERS RELATED THERETO.

LEGAL NOTICES

LEGALS

Public Notice

Duke Energy Carolinas, L.L.C. Oconee Nuclear Station has applied to the South Carolina Department of Health and Environmental Control for a license under the Navigable Waters Permit to replace the existing boat dock with a new boat dock for private use in Lake Seneca at Oconee Nuclear Station Employee Recreation, Inc. 7812 Broadside Highway, Seneca, SC 29672. Comments will be received by South Carolina Department of Health and Environmental Control at 2200 Gaf St. Columbia, SC 29201. Attn: Charles Holmwood, Division of Water Quality, LHM 7715M7.



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The Pitt & Sunbeam Group Keller Williams Realty

PUBLISHER'S AFFIDAVIT

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE**

OCONEE COUNTY COUNCIL

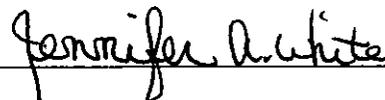
IN RE: Ordinance 2017-14

BEFORE ME the undersigned, a Notary Public for the State and County above named, This day personally came before me, Hal Welch, who being first duly sworn according to law, says that he is the General Manager of **THE JOURNAL**, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in **Oconee County, Pickens County** and the Pendleton area of **Anderson County** and the notice (of which the annexed is a true copy) was inserted in said papers on 06/24/2017 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.

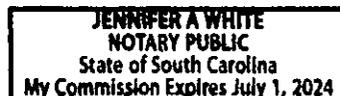


Hal Welch
General Manager

Subscribed and sworn to before me this
06/24/2017



Jennifer A. White
Notary Public
State of South Carolina
My Commission Expires July 1, 2024



LEGAL NOTICES

LEGALS

specific reasons why the application should be denied; (3) that the person contesting is willing to attend a hearing if one is scheduled by the applicant; (4) that the person contesting resides in the same county where the proposed place of business is located or within five miles of the business; and, (5) the name of the applicant and the address of the premises to be licensed. Petitions must be mailed to:

S.C. Department of Revenue
 ABL SECTION
 P.O. Box 125
 Columbia, SC 29214-0125
 or faxed to (803)356-0110.

Notice of Public Hearing

There will be a public hearing on July 18, 2017 at 6pm in Oconee County Council Chambers located at 415 South Pine Street, Waltham, SC 29681 for the following ordinance:

STATE OF SOUTH CAROLINA
 OCONEE COUNTY
 Ordinance 2017-03
 AN ORDINANCE AMENDING CHAPTER 3A OF THE OCONEE COUNTY CODE OF ORDINANCES IN CERTAIN WRITEN REGARDS AND PARTICULARS PERTAINING TO SIGN CONTROL ONLY, AND OTHER MATTERS RELATED THEREIN.

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LEGAL NOTICES

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Notice of Public Hearing

There will be a public hearing on July 18, 2017 at 6pm in Oconee County Council Chambers located at 415 South Pine Street, Waltham, SC 29681 for the following ordinance:

STATE OF SOUTH CAROLINA
 OCONEE COUNTY
 Ordinance 2017-14
 AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A CONTRACT FOR THE DESIGN, CONSTRUCTION, AND OPERATION OF THE OCONEE COUNTY WORKFORCE DEVELOPMENT CENTER, AND FURTHER, AUTHORIZING THE TRANSFER OF THE LAND UPON WHICH THE OCONEE COUNTY WORKFORCE DEVELOPMENT CENTER WILL BE LOCATED; AND OTHER MATTERS RELATED THEREIN.

Notice of Public Hearing

There will be a public hearing on July 18, 2017 at 6pm in Oconee County Council Chambers located at 415 South Pine Street, Waltham, SC 29681 for the following ordinance:

STATE OF SOUTH CAROLINA
 OCONEE COUNTY
 Ordinance 2017-15
 AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A REAL PROPERTY LEASE AGREEMENT BETWEEN OCONEE COUNTY AS LESSOR AND THE FAIR-DAK ROAD CENTER, INC. AS LESSEE; AND OTHER MATTERS RELATED THEREIN.

LEGAL NOTICES

LEGALS

Public Notice

Duke Energy Carolinas, L.L.C., Oconee Nuclear Station has applied to the South Carolina Department of Health and Environmental Control for a Construction of Navigable Waters Permit to replace the existing boat dock with a new boat dock for private use at Lake Keowee at Oconee Nuclear Station Employee Recreation Site, 7412 Rockledge Highway, Seneca, SC 29572. Comments will be received by South Carolina Department of Health and Environmental Control at 2000 B.J. St., Columbia, SC, 29201, Ann Charles Higley, Director of Water Quality, and 71517.



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PUBLISHER'S AFFIDAVIT

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE**

OCONEE COUNTY COUNCIL

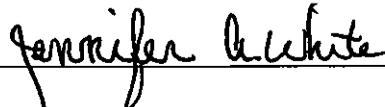
IN RE: Ordinance 2017-16

BEFORE ME the undersigned, a Notary Public for the State and County above named, This day personally came before me, Hal Welch, who being first duly sworn according to law, says that he is the General Manager of **THE JOURNAL**, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in **Oconee County, Pickens County** and the Pendleton area of **Anderson County** and the notice (of which the annexed is a true copy) was inserted in said papers on 06/24/2017 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.



Hal Welch
General Manager

Subscribed and sworn to before me this
06/24/2017



Jennifer A. White
Notary Public
State of South Carolina
My Commission Expires July 1, 2024

**JENNIFER A WHITE
NOTARY PUBLIC
State of South Carolina
My Commission Expires July 1, 2024**