



AGENDA

OCONEE COUNTY COUNCIL MEETING

April 24, 2018

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

- April 10, 2018 Regular Minutes

Administrator Report & Agenda Summary

Public Hearings for the Following Ordinances

Ordinance 2018-07 "AN ORDINANCE AUTHORIZING THE EXECUTION, DELIVERY, AND IMPLEMENTATION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN OCONEE COUNTY, THE CITY OF WALHALLA, AND MICHAEL CRENSHAW, AS SHERIFF FOR OCONEE COUNTY, IN RELATION TO LAW ENFORCEMENT AT COUNTY FACILITIES AND DURING COUNTY MEETINGS; AND OTHER MATTERS RELATED THERETO."

Ordinance 2018-09 "AN ORDINANCE APPROVING, CONFIRMING, RATIFYING AND/OR AUTHORIZING CERTAIN ACTS AND AGREEMENTS BY AND BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND BORGWARNER PDS (USA) INC. (THE "COMPANY"); AUTHORIZING THE EXECUTION AND DELIVERY OF A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN OCONEE COUNTY AND BORGWARNER PDS (USA) INC. MEMORIALIZING THE FOREGOING; AND OTHER MATTERS RELATED THERETO, INCLUDING, WITHOUT LIMITATION, REVISING THE DISTRIBUTION OF REVENUE FROM A COMPANY PROPERTY."

Ordinance 2018-10 "AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN EQUIPMENT LEASE-PURCHASE AGREEMENT IN THE AMOUNT OF NOT EXCEEDING \$365,000 TO DEFRAY THE COSTS OF ACQUIRING VARIOUS EQUIPMENT; AUTHORIZING THE COUNTY ADMINISTRATOR TO DETERMINE CERTAIN MATTERS; AND OTHER MATTERS RELATING THERETO."

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. 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.

Ordinance 2018-11 "AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND JTEKT NORTH AMERICA CORPORATION; THE GRANTING OF SPECIAL SOURCE REVENUE CREDITS; AND OTHER MATTERS RELATING THERETO INCLUDING, WITHOUT LIMITATION, PAYMENT OF A FEE IN LIEU OF TAXES."

Third Reading of the Following Ordinances

Ordinance 2018-07	[see caption above]
Ordinance 2018-09	[see caption above]
Ordinance 2018-10	[see caption above]
Ordinance 2018-11	[see caption above]

Second Reading of the Following Ordinances

Ordinance 2018-12 "AN ORDINANCE TO DEVELOP A JOINTLY OWNED AND OPERATED MULTI-COUNTY INDUSTRIAL AND BUSINESS PARK WITH PICKENS COUNTY; SUCH INDUSTRIAL AND BUSINESS PARK TO BE, AT THE TIME OF ITS INITIAL DEVELOPMENT, GEOGRAPHICALLY LOCATED IN OCONEE COUNTY AND AUTHORIZING THE INCLUSION OF CERTAIN PROPERTY NOW OWNED BY CASTO OCONEE, LLC AND CLEMSON FAMILY INVESTORS, LLC OR THEIR RESPECTIVE ASSIGNEES; AUTHORIZING THE EXECUTION AND DELIVERY OF AN AGREEMENT GOVERNING THE MULTI-COUNTY INDUSTRIAL AND BUSINESS PARK; AND OTHER RELATED MATTERS."

First Reading of the Following Ordinances

First & Final Reading for the Following Resolutions

Resolution 2018-06 "A RESOLUTION AUTHORIZING AND AFFIRMING THE ESTABLISHMENT OF THE SENECA RAIL PARK (THE "PARK"); APPROVING AND AUTHORIZING THE EXECUTION AND RECORDATION OF RESTRICTIVE COVENANTS GOVERNING THE OPERATION OF THE PARK AND THE USE AND DEVELOPMENT OF PROPERTY LOCATED WITHIN THE PARK; DESIGNATING THE OCONEE COUNTY ADMINISTRATOR AS THE COUNTY'S AGENT WITH REGARD TO CERTAIN TERMS OF THE RESTRICTIVE COVENANTS; AND OTHER MATTERS RELATED THERETO."

Discussion Regarding Action Items

Approval of Foothills Farmstead Development Plan

Board & Commission Appointments (IF ANY) [Seats listed are all co-terminus seats]
Building Codes Appeal Board 1 At Large Seat

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Unfinished Business *[to include Vote and/or Action on matters brought up for discussion, if required]*

- Approval of 2018 Strategic Plan Report

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.....*[04/10/2018]*

Executive Session

[upon reconvening Council must 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 § 30-4-70(a) of the South Carolina Code of Laws:

- [1] Discuss and receive legal advice in relation to attorney fee agreement for opioid litigation.*
- [2] Discuss and receive legal advice in relation to claim regarding alleged assessment / property record error.*

Adjourn

Assistive Listening Devices (ALD) are available to accommodate the special needs of citizens attending meetings held in Council Chambers.
ALD requests should be made to the Clerk in Council at least 30 minutes prior to the meeting start time.
County Council, Committee, Board & Commission meeting schedules, agendas are posted at the Oconee County Administrative Building & are available on the County Council Website.

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.

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2018-07**

AN ORDINANCE AUTHORIZING THE EXECUTION, DELIVERY, AND IMPLEMENTATION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN OCONEE COUNTY, THE CITY OF WALHALLA, AND MICHAEL CRENSHAW, AS SHERIFF FOR OCONEE COUNTY, IN RELATION TO LAW ENFORCEMENT AT COUNTY FACILITIES AND DURING COUNTY MEETINGS; AND OTHER MATTERS RELATED THERETO.

WHEREAS, consistent with the powers granted county governments by S.C. Code § 4-9-25 and S.C. Code § 4-9-30 Oconee County (the "County") a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its governing body, the Oconee County Council (the "County Council"), has the authority to enact regulations, resolutions, and ordinances not inconsistent with the Constitution and the general law of the State of South Carolina, including the exercise of such powers in relation to health and order within its boundaries and respecting any subject as appears to it necessary and proper for the security, general welfare, and convenience of the County or for preserving health, peace, order, and good government therein; and,

WHEREAS, the County has adopted multiple ordinances for the effective, efficient governance of the County, certain of which are codified in the Oconee County Code of Ordinances (the "Code of Ordinances"), as amended; and,

WHEREAS, the County has adopted certain ordinances related to access to, and conduct at, County meetings, facilities, and property, the provisions of which in their most recent form are contained in Section 2-61 of the Oconee County Code of Ordinances; and,

WHEREAS, the Oconee County Sheriff's Office, under the direction of Michael Crenshaw, Sheriff for Oconee County ("Sheriff"), frequently provides law enforcement services in relation to County meetings, facilities, and property; and,

WHEREAS, certain County facilities, property, and meetings are conducted at and/or located within the corporate limits of municipalities situated within the County, the City of Walhalla (the "City") being one such municipality; and,

WHEREAS, pursuant to Article VIII, Section 13 of the South Carolina Constitution "[a]ny county, incorporated municipality, or other political subdivision may agree with the State or with any other political subdivision for the joint administration of any function and exercise of powers and the sharing of the costs thereof."; and

WHEREAS, the County, the City, and the Sheriff desire to enter into an Intergovernmental Agreement (the "Agreement"), in essentially the same form as attached hereto as Exhibit "A," which authorizes and provides for (1) the City's adoption of Section 2-61 of the Oconee County Code of Ordinances as the City's municipal law with respect to County facilities, property, and meetings and (2) the coordinated joint enforcement of Section 2-61 of the Oconee County Code of Ordinances between the City Police Department and the Sheriff's Office.

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

1. The Intergovernmental Agreement is hereby approved, and the County Administrator is hereby authorized to execute and deliver the Agreement in substantially the same form as Exhibit "A."

2. The County Administrator is hereby authorized to negotiate such documents and instruments which may be necessary or incidental to the Agreement and to execute and deliver any such documents and instruments on behalf of the County.

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.

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

ORDAINED in meeting, duly assembled, this ____ day of _____, 2018.

ATTEST:

Katie D. Smith
Clerk to Oconee County Council

Edda Cammick
Chair, Oconee County Council

First Reading: March 20, 2018
Second Reading: April 10, 2018
Third Reading: April 24, 2018
Public Hearing: April 24, 2018

amended from time to time, as the City's municipal law with respect to County facilities, property, and meetings located within the corporate limits of the City.

2. The City grants jurisdiction to and designates and authorizes the Sheriff and his office to be the primary entity responsible for law enforcement in relation to Section 2-61 of the Oconee County Code of Ordinances with respect to County facilities, property, and meetings which are conducted at and/or located within the corporate limits of the City, with the City having secondary responsibility therefor, and as needed. The County approves and authorizes this relationship between the City and the Sheriff.
3. The Parties agree to give their full and complete cooperation to one another during the operation of this Agreement, and the City agrees to provide any and all law enforcement services addressed by this Agreement upon request by the County, the Sheriff, and/or based on necessity.
4. Should any part or provision of this Agreement be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the rest and remainder of this Ordinance, all of which is hereby deemed separable.
5. This Agreement shall become effective upon the date of execution and shall remain in effect through December 31, 2022. Thereafter, this Agreement shall be automatically renewed for successive terms of one (1) year beginning January 1 and ending December 31 of the succeeding year, unless terminated in accordance with the provisions of Paragraph six (6) of this Agreement.
6. This Agreement may be terminated at any time by any Party upon at least sixty (60) days written notice to the other Parties of its intent to terminate or withdraw from this agreement. Such notice shall be deemed given upon personal delivery or mailing (as of the postmark date) of a Party's intent to terminate and withdraw from this Agreement to the other Parties at the respective addresses stated below:

To the County: County of Oconee
 Attn. County Administrator
 415 S. Pine Street
 Walhalla, SC 29691

To the City: City of Walhalla
 Attn. Mayor
 206 N. Church Street
 PO Box 1099
 Walhalla, SC 29691

To the Sheriff: Oconee County Sheriff Michael Crenshaw
 Mailing Address
 415 S. Pine Street
 Walhalla, SC 29691

Street Address
300 S. Church Street
Walhalla, SC 29691

A Party may, at any time, change the address for notices to such Party by delivering or mailing a notice to the other Parties at least five (5) days prior to such address change, and setting forth the changed address.

7. This Agreement does not supplant any mutual aid or other agreements between the Sheriff and the City.
8. This Agreement shall only be modified or amended with the mutual consent and approval of all Parties in writing.
9. This Agreement shall be construed and enforced under the laws of the State of South Carolina.

WITNESS our hands and deals this _____ day of _____, 2018

Witnesses

OCONEE COUNTY, SOUTH CAROLINA

By: _____

Its: _____

Witnesses

CITY OF WALHALLA, SOUTH CAROLINA

By: _____

Its: _____

Witnesses

MICHAEL CRENSHAW, SHERIFF OF OCONEE
COUNTY

EXHIBIT A

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

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

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

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

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

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

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

(2)

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

- (3) Engage in partisan political activity, including speech, in any meeting not authorized and called for the purpose of partisan political activity and explicitly authorized for such purpose in the facility in which such activity is to be conducted, or refusing to cease such activity when the presiding official of the meeting in question has ruled that the activity in question is partisan political activity and has directed that such activity stop.
- (4) Interfere with, impede, hinder or obstruct any county governmental official or employee in the performance of his duties, whether or not on county government property.
- (5) Enter any area of a county government facility, grounds or property when such entry is prohibited by signs, or obstructed or enclosed by gates, fencing or other physical barriers. Such areas include rooms if clearly marked with signs to prohibit unauthorized entry.
- (6) Enter by vehicle any area of a county governmental facility, grounds or property when such area is prohibited by signs or markings or are obstructed by physical barriers; or park a vehicle in such restricted areas; or park in a manner to block, partially block or impede the passage of traffic in driveways; or park within 15 feet of a fire hydrant or in a fire zone; or park in any area not designated as a parking space; or park in a handicapped parking space without proper placarding or license plate; or park in a reserved parking space without authorization.
- (7) Use any county governmental facility, grounds or other property for any purpose not authorized by law or expressly permitted by officials responsible for the premises.
- (8) Enter without authorization or permission or refuse to leave any county governmental facility, grounds or other property after hours of operation.
- (9) Obstruct or impede passage within a building, grounds or other property of any county governmental facility.
- (10)

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

- (11) Damage, deface, injure or attempt to damage, deface or injure a county governmental property, whether real property or otherwise.
 - (12) Enter or attempt to enter any restricted or nonpublic ingress point or any restricted access area, or bypass or attempt to bypass the designated public entrance or security checkpoint of a facility without authorization or permission.
 - (13) Perform any act which circumvents, disables or interferes with or attempts to circumvent, disable or interfere with a facility's security system, alarm system, camera system, door lock or other intrusion prevention or detection device. This includes, without limitation, opening, blocking open, or otherwise disabling an alarmed or locked door or other opening that would allow the entry of an unauthorized person into a facility or restricted access area of the facility.
 - (14) Exit or attempt to exit a facility through an unauthorized egress point or alarmed door.
- (d) *Penalty for violation of section.* Any person violating the provisions of this section shall be deemed guilty of a misdemeanor and, upon conviction, shall be punished in accordance with section 1-7. In addition, vehicles that are improperly parked on any county property, facility, or other premises may be towed at the owner's expense.

(Ord. No. 2003-04, §§ 1—4, 4-15-2003; Ord. No. 2012-06, § 1, 4-3-2012)

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2018-09**

AN ORDINANCE APPROVING, CONFIRMING, RATIFYING AND/OR AUTHORIZING CERTAIN ACTS AND AGREEMENTS BY AND BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND BORGWARNER PDS (USA) INC. (THE "COMPANY"); AUTHORIZING THE EXECUTION AND DELIVERY OF A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN OCONEE COUNTY AND BORGWARNER PDS (USA) INC. MEMORIALIZING THE FOREGOING; AND OTHER MATTERS RELATED THERETO, INCLUDING, WITHOUT LIMITATION, REVISING THE DISTRIBUTION OF REVENUE FROM A COMPANY PROPERTY.

WHEREAS, on October 1, 1996, Oconee County, South Carolina, a body corporate and politic and a political subdivision of the State of South Carolina (the "County") entered into that certain Lease Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Lease") with Borg-Warner Automotive Powertrain Systems Corporation, a Delaware corporation and predecessor in interest to the Company ("BWAPSC"), whereby the County agreed to lease certain property (the "Property", transferred by the Company to the County, originally, in order to enable the Lease in the first place) to BWAPSC and to provide certain fee-in-lieu-of-tax incentives to BWAPSC pursuant to Title 4, Chapter 12 and Title 4 Chapter 1, South Carolina Code, 1976, as amended (the "Code"); and

WHEREAS, on January 1, 2016, the County executed that certain Fee-in-Lieu of Tax Agreement (Conversion) (the "Conversion FILOT") with BorgWarner TorqTransfer Systems, Inc., a Delaware corporation, successor in interest to BWAPSC and predecessor in interest to the Company ("BWTS"), whereby the County and BWTS agreed, pursuant to Section 12-44-170 of the Code, to (i) effect a re-transfer of the Remaining Property (defined below) from the County back to BWTS, upon the execution and delivery of a deed to the property and fulfillment of certain other conditions; and (ii) convert the Lease into a simplified fee-in-lieu-of-tax agreement governed by Title 12, Chapter 44 of the Code, which does not require transfer and lease back of property, such conversion to be effective upon the re-transfer of the Property; and

WHEREAS, the Conversion FILOT was approved by the Oconee County Council by Ordinance 2015-36; and

WHEREAS, the Conversion FILOT provides that it shall become effective upon the consummation of the re-transfer of the Remaining Property from the County back to BWTS, at which time the Lease would be deemed terminated and superseded by the Conversion FILOT; and

WHEREAS, on December 20, 2016, the County executed that certain Amendment to Lease Agreement (the "Lease Amendment") with the Company, providing that the term of the Lease Agreement be extended from twenty (20) years to thirty (30) years for all purposes (including with respect to the fee-in-lieu-of-tax incentives provided pursuant to the Lease); and

WHEREAS, the Lease Amendment was approved by the Oconee County Council by Resolution R2016-14; and

WHEREAS, the parties now desire to effect and complete the re-transfer of the Remaining Property and bring about the effectiveness of the Conversion FILOT, and in connection therewith, the parties desire to enter into a Memorandum of Understanding, by and between the Company and the County (the "MOU"), to confirm and clarify and implement all of the foregoing with respect to the Remaining Property and the Conversion FILOT and the incentives provided therein, which MOU shall include a clarification that the extension of the term of the fee-in-lieu-of-tax incentives provided pursuant to the Lease Amendment shall be applicable to the Conversion FILOT; and

WHEREAS, the Company's facility in Oconee County is located on what was originally a 78.176 acre tract on Wells Highway, which the Company purchased in 1995. At the time of that purchase, this Property was comprised of land with two tax ID#s – 253-00-03-074 and 253-00-03-079. The Property was also included in the Oconee-Williamsburg Joint County Industrial and Business Park (the "Oconee-Williamsburg MCIP") dated 1994. The legal descriptions of this ~78 acre property are the same in the agreement relating to the Oconee-Williamsburg MCIP, the original vesting deed to the Company, and the FILOTs referenced above; and

WHEREAS, the property is technically currently owned by the County and leased to the Company, pursuant to the Lease; and

WHEREAS, over time, the County has agreed to convey certain of the Property back to the Company to be sold to a developer (Cross Creek Development of Oconee), and to others, at the direction of the Company, all as more fully detailed on Exhibit B, hereto, reference to which is hereby craved, and which is hereby incorporated herein. This re-transferred part of the Property constituted approximately 9 acres of the land in the tract designated as 253-00-03-074. The remainder of the Property, as more fully detailed on Exhibit B, hereto, is what is referred to as the "Remaining Property;" and

WHEREAS, the Oconee-Williamsburg MCIP was set to expire in 2014. In anticipation of this, the County entered into an agreement in November 2008 with Pickens County to add the entire 78.176 acres to a newly formed multi-county business park with Pickens County (the "Oconee-Pickens MCIP"). The addition to the Oconee-Pickens MCIP was to be made effective as of July 25, 2014, shortly before the Oconee-Williamsburg MCIP expired. An Ordinance passed by Oconee County Council in late 2014 also purported to add a parcel identified as 253-00-03-074 to the Oconee-Pickens MCIP, but this appears to have already been effected by the November 2008 Oconee-Pickens springing agreement, which added the entire 78.176 acre portion of the Property (including 253-00-03-074) to the Oconee-Pickens MCIP, effective as of July 25, 2014; and

WHEREAS, the County and the Company both believe that the entirety of the Property was validly added to the Oconee-Pickens MCIP in July 2014, that all such Property remains in the Oconee-Pickens-MCIP, and no further action is required for the Property, including the Remaining Property, to remain in a MCIP for the duration of the Conversion FILOT; and

WHEREAS, the County, through its ordinance number 2008-017, dated October 21st, 2008, amended the Agreement for Development of Joint County Industrial and Business Park with Pickens County dated as of January 16, 2007, which, in turn, was created and authorized by its ordinance 2006-027, dated December 5, 2006, to include the Property in the Oconee-Pickens MCIP, and established the distribution of MCIP revenue from that MCIP; and

WHEREAS, the County desires to revise the effect of Ordinance Number 2008-017, as to the distribution of the MCIP revenue from the Property in the Oconee-Pickens MCIP, only (the "Fee"), and notwithstanding any other ordinance or provision of the County to the contrary, to provide that distribution of the Fee would, after payment of the partner county fee to Pickens County, provide for payment of sixty-six percent (66%) of the remaining Fee ("Remainder") to the Economic Development Capital Projects Fund of the County, one percent (1%), each, of the Remainder to all other entities for whom taxes are levied over the Property except for the County, and the rest of the Remainder to the General Fund of the County, and zero percent (0%) to all other political subdivisions in the County; and

WHEREAS, the County and the Company desire to confirm that they both agree that all of the foregoing recitals are, in fact, correct and factual, to authorize any further re-conveyance of the Remaining Property from the County to the Company required to complete and effectuate the Conversion FILOT, to ratify and affirm all of the foregoing acts of the County through the governing body of Oconee County, the Oconee County Council, as the valid and effective acts of the County, in each instance for the intended purposes thereof as stated in each such cited document, to confirm the effectiveness of the Conversion FILOT, and to authorize the execution and delivery of the MOU to implement all of the foregoing:

NOW, THEREFORE, IT IS HEREBY ORDAINED by the Oconee County Council, in meeting duly assembled, as follows:

1. All of the foregoing recitals of the preamble of this Ordinance are hereby adopted as findings of fact by Oconee County, acting by and through its governing body, the Oconee County Council.

2. Oconee County Council hereby affirms and ratifies all of the acts and actions described in the preamble of this Ordinance which have already occurred as the intended and completed and effective acts and actions of the County.

3. Oconee County Council hereby authorizes, confirms and approves the re-transfer of the Remaining Property from the County to the Company, and directs the appropriate officials of the County to execute and deliver any such agreements, certificates or other documents necessary or advisable to carry out such re-transfer.

4. Oconee County hereby authorizes the Chairperson of Oconee County Council to execute and deliver the MOU attached hereto as Exhibit A and hereby incorporated herein by reference, on behalf of Oconee County, and, together with the County Administrator and the County Clerk to Council, to implement and carry out all of the remaining acts, actions, terms and conditions of the MOU necessary to effect each and every purpose of the MOU. The MOU is to be essentially the same as attached to this Ordinance, or with such changes thereto as are not

materially adverse to the County, and as are approved by the Chairperson of County Council, upon the advice of the County Administrator and legal counsel to the County, such approval to be evidenced by the Chairperson of County Council's signature thereto.

5. It is hereby directed that the distribution of the MCIP revenue from the Property in the Oconee-Pickens MCIP only (the "Fee"), and notwithstanding any other ordinance or provision of the County to the contrary, will, after payment of the partner county fee to Pickens County, be distributed as follows: sixty-six percent (66%) of the remaining Fee ("Remainder") to the Economic Development Capital Projects Fund of the County, one percent (1%), each, of the Remainder to all other entities for whom taxes are levied over the Property except for the County, and the rest of the Remainder to the General Fund of the County, and zero percent (0%) to all other political subdivisions in the County.

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

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

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

ORDAINED in meeting, duly assembled, this ____ day of _____, 2018.

ATTEST:

**OCONEE COUNTY, SOUTH
CAROLINA**

By: _____
Katie Smith
Clerk to Oconee County Council

By: _____
Edda Cammick
Chair, Oconee County Council

First Reading: March 20, 2018
Second Reading: April 10, 2018
Third Reading: April 24, 2018
Public Hearing: April 24, 2018

**Exhibit A
Form of MOU**

[attached]

Exhibit B
Land

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

LESS AND EXCEPT that certain piece, parcel or tract of land, situate, lying and being in the State of South Carolina, County of Oconee, Township of Seneca containing 4,684 square feet, more or less, owned by Oconee County c/o BorgWarner PDS (USA) Inc., F/K/A BorgWarner Torqtransfer System, Inc., F/K/A Borg-Warner Automotive Powertrain System Corporation, shown as the "Area of Acquisition" on Exhibit A of the Title to Real Estate conveyed to the South Carolina Department of Transportation, recorded in the office of the Register of Deeds for Oconee County, SC, on February 8, 2018 in Deed Book 2334 at page 247 and in Deed Book 2334 at page 251.

AND LESS AND EXCEPT that certain piece, parcel or tract of land, situate, lying and being in the State of South Carolina, County of Oconee, Township of Seneca containing 8.482 acres, more or less, as shown and more fully described on a plat thereof prepared by James G. Hart, RLS #6674, dated April 25, 1997 and recorded in the office of the Register of Deeds for Oconee County, SC, in Plat Book A874 at page 2. This being the same property conveyed to BorgWarner TorqTransfer Systems, Inc., by Deed of Oconee County, recorded in the Office of the Register of Deeds, Oconee County, SC, in Deed Book 1215 at page 335 and corrected by Deed of Oconee County, recorded in the Office of the Register of Deeds, Oconee County, SC, in Deed Book 1220 at page 286 AND the same property subsequently conveyed to Cross Creek Development of Oconee, Inc., by Deed of BorgWarner TorqTransfer Systems, Inc., recorded in the Office of the Register of Deeds, Oconee County, SC, in Deed Book 1218 at page 84.

AND LESS AND EXCEPT that certain piece, parcel or tract of land, situate, lying and being in the State of South Carolina, County of Oconee, Township of Seneca containing 0.083 acres, more or less, as shown and more fully described on a plat thereof prepared by Gregory Blake Sosebee, PLS #14818, dated April 2, 2007 and recorded in the office of the Register of Deeds for Oconee County, SC, in Plat Book B262 at page 5. This being the same property conveyed to BorgWarner TorqTransfer Systems, Inc., by Deed of Oconee County, recorded in the Office of the Register of Deeds, Oconee County, SC, in Deed Book 1659 at page 142 AND the same property subsequently conveyed to Greg B. Sosebee, by Deed of BorgWarner TorqTransfer Systems, Inc., recorded in the Office of the Register of Deeds, Oconee County, SC, in Deed Book 1659 at page 144.

DERIVATION: The property conveyed herein is a portion of the same property conveyed to Oconee County by deed of Borg-Warner Automotive Powertrain Systems Corporation dated October 7, 1996 and recorded in the office of the Register of Deeds for Oconee County, SC, on October 11, 1996 in Deed Book 883 at page 327.

TMS # 253-00-03-079

2018-09

EXHIBIT A

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (this "MOU"), dated as of [_____] , 2018 (the "Effective Date") is entered into by and between BorgWarner PDS (USA) Inc., a Delaware corporation (the "Company"), and Oconee County, South Carolina, a body politic and corporate and political subdivision of the State of South Carolina (the "County"). The Company and the County are collectively referred to herein as "parties" or singularly as a "party."

RECITALS

WHEREAS, on October 1, 1996, the County entered into that certain Lease Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Lease") with Borg-Warner Automotive Powertrain Systems Corporation, a Delaware corporation and predecessor in interest to the Company ("BWAPSC"), whereby the County agreed to lease certain property (the "Property") to BWAPSC and to provide certain fee-in-lieu-of-tax incentives to BWAPSC pursuant to Title 4, Chapter 12 and Title 4 Chapter 1, South Carolina Code, 1976, as amended (the "Code");

WHEREAS, on January 1, 2016, the County executed that certain Fee-in-Lieu of Tax Agreement (Conversion) (the "Conversion FILOT") with BorgWarner TorqTransfer Systems, Inc., a Delaware corporation, successor in interest to BWAPSC and predecessor in interest to the Company ("BWTS"), whereby the County and BWTS agreed, pursuant to Section 12-44-170 of the Code, to (i) effect a transfer of the Property from the County to BWTS; and (ii) convert the Lease into a simplified fee-in-lieu-of-tax agreement governed by Title 12, Chapter 44 of the Code;

WHEREAS, the Conversion FILOT was approved by the Oconee County Council by Ordinance 2015-36;

WHEREAS, the Conversion FILOT provides that it shall be effective upon the consummation of the transfer of the Property from the County to BWTS, at which time the Lease would be deemed terminated and superseded by the Conversion FILOT;

WHEREAS, on December 20, 2016, the County executed that certain Amendment to Lease Agreement (the "Lease Amendment") with the Company, providing that the term of the Lease Agreement be extended from twenty (20) years to thirty (30) years for all purposes (including with respect to the fee-in-lieu-of-tax incentives provided pursuant to the Lease);

WHEREAS, the Lease Amendment was approved by the Oconee County Council by Resolution 2016-14;

WHEREAS, the parties now desire to effect the transfer of the Property and bring about the effectiveness of the Conversion FILOT, and in connection therewith, the parties desire to

enter into this MOU to confirm and clarify certain matters with respect to the Conversion FILOT and the incentives provided therein; and

WHEREAS, the County's entry into this MOU has been approved by the Oconee County Council by Ordinance 2018-09.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, the parties agree as follows:

1. Term of Conversion FILOT.

- a. The parties agree that the extension of the term of the Lease through the Lease Amendment was valid and effective, and that the provisions of the Lease Amendment (including the extension of the term of fee-in-lieu-of-tax benefits to the Company provided therein) were intended to be applicable to the Lease Agreement as may be modified, amended, supplemented or replaced, and applicable to the Conversion FILOT upon its effectiveness.
- b. In order to reflect the intent of the parties set forth in Section 1(a) above, the parties agree that the Conversion FILOT shall be deemed to have a term of thirty (30) years (measured from the date of placement of assets in service under the Lease), and that all references in the Conversion FILOT to a term other than thirty (30) years shall be deemed amended, effective from and after the effective date of the Conversion FILOT, to reflect a term of thirty (30) years.

2. Party to Conversion FILOT. The parties agree that the Company is the successor in interest to BWAPSC and to BWTS, and that the Company shall in all respects be entitled to the rights and subject to the obligations of BWTS under the Conversion FILOT.

3. Land Subject to Conversion FILOT. The parties agree that the Conversion FILOT shall be deemed to be in effect with respect to the real property more fully described on Exhibit A hereto, which real property shall be deemed to be the "Land" as defined in the Conversion FILOT. The County covenants that it will use its commercially reasonable efforts to locate such real property within a multi-county industrial or business park at all times during the term of the Conversion FILOT or any other fee-in-lieu-of-tax arrangement with respect to the real property or any improvements or personal property placed thereon.

4. Entire Agreement. This MOU, together with any contemporaneous agreements (including any documents incorporated herein by reference), constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior agreements and understandings of the parties in connection herewith. No interpretation, modification, termination or waiver of any provision of, or default pursuant to, this MOU shall be binding upon a party unless in writing and signed by the party against whom enforcement is sought. The headings in this MOU are for reference only, and shall not affect the interpretation of this MOU.

5. **Governing Law.** This MOU and the legal relations between the parties shall be governed by and construed in accordance with the laws of the State of South Carolina, without regard to principles of conflicts of law. The parties hereto agree to submit to and be bound by the jurisdiction of the courts, either federal or state, of the State of South Carolina. Venue for any action brought to enforce this MOU shall lie in Oconee County, South Carolina.
6. **Attorneys' Fees.** In the event that any party shall bring an action to enforce the terms of this MOU or to declare rights hereunder, the prevailing party in any such action shall be entitled to court costs and reasonable attorneys' fees to be paid by the non-prevailing party as fixed by the court or arbitration panel having jurisdiction over the matter, including, but not limited to, attorneys' fees and costs incurred in courts of original jurisdiction, bankruptcy courts or appellate courts, and in the enforcement or collection of an award or judgment.
7. **Successors and Assigns.** The terms and provisions of this MOU shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
8. **Severability.** The invalidity, illegality or unenforceability of any provision hereof shall not render invalid, illegal or unenforceable any other provision hereof.
9. **Counterparts.** This MOU may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument. Additionally, the parties hereto acknowledge and agree that any party may execute facsimile copies, and said facsimile copies will have the same binding effect as executed original counterparts.

(remainder of the page left blank)

IN WITNESS WHEREOF, the parties have executed this MOU as of the date first set forth above.

OCONEE COUNTY, SOUTH CAROLINA

(SEAL)

By: _____

Name: Edda Cammick
Title: Chair of County Council

ATTEST:

By: _____

Name: Katie Smith
Title: Clerk to County Council

(signatures continue on following pages)

BORGWARNER PDS (USA) INC.,
a Delaware corporation

By: _____

Name:

Title:

Exhibit A

Land

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TMS # 253-00-03-079

OCONEE COUNTY, SOUTH CAROLINA

ORDINANCE NO. 2018-10

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN EQUIPMENT LEASE-PURCHASE AGREEMENT IN THE AMOUNT OF NOT EXCEEDING \$365,000 TO DEFRAY THE COSTS OF ACQUIRING VARIOUS EQUIPMENT; AUTHORIZING THE COUNTY ADMINISTRATOR TO DETERMINE CERTAIN MATTERS; AND OTHER MATTERS RELATING THERETO.

Enacted: _____, 2018

BE IT ORDAINED BY THE COUNTY COUNCIL OF THE COUNTY OF OCONEE, SOUTH CAROLINA, IN COUNCIL ASSEMBLED:

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

(a) Pursuant to Section 4-9-10, Code of Laws of South Carolina 1976, as amended (the "South Carolina Code"), the County operates under the Council-Administrator form of government and the Council constitutes the governing body of the County.

(b) Section 4-9-30 of the South Carolina Code empowers all counties to acquire real property by purchase or gift; to lease, sell or otherwise dispose of real and personal property; to acquire tangible personal property and supplies; and to make and execute contracts.

(c) The County desires to enter into a lease-purchase or other agreement (the "Lease Agreement") with a bank or other financial institution selected by the County Administrator for the purpose of financing the acquisition of HVAC equipment to be located at the Oconee County Courthouse (the "Equipment") in the aggregate principal amount of not exceeding \$365,000.

(d) The Lease Agreement will not constitute a "financing agreement" and the Equipment will not constitute an "asset" as such terms are defined in Section 11-27-110 of the South Carolina Code. Thus, the principal amount of the Lease Agreement will not be included when calculating the County's constitutional debt limit under Article X, Section 14 of the Constitution of the State of South Carolina.

(e) The Lease Agreement will be subject to annual appropriation by the County Council.

(f) It is in the best interest of the County to acquire the Equipment by entering into the Lease Agreement. The Lease Agreement will enable the County to purchase the Equipment which will provide services necessary or useful to the operations of the County government.

Section 2. Approval of Lease/Purchase Financing; Authority to Determine Certain Matters Relating to the Lease/Purchase Financing. The Equipment shall be acquired pursuant to a lease purchase financing which is hereby approved in the aggregate principal amount of not exceeding \$365,000. A Request for Proposals in substantially the form set forth as Exhibit A hereto shall be distributed to various banks and other financial institutions in the County and other areas as the County's Director of Finance determines. The County Council hereby authorizes to the County Administrator the authority to: (a) determine the payment schedule under the Lease Agreement; (b) determine the date and time for receipt of bids under the Request for Proposals; and (c) award the sale of the lease-purchase financing to the bidder (the "Bidder") that provides the most advantageous proposal therefor in accordance with the terms of the Request for Proposals.

Section 3. Approval of Lease Agreement. Without further authorization, the County Administrator is authorized to approve the form, terms and provisions of the Lease Agreement proposed by the Bidder. The County Administrator is hereby authorized, empowered and directed to execute, acknowledge and deliver the Lease Agreement in the name and on behalf of the County. The Lease Agreement is to be in the form as shall be approved by the County Administrator, his execution thereof to constitute conclusive evidence of such approval.

Section 4. Execution of Documents. The Chairman of County Council, County Administrator, Director of Finance and Clerk to County Council are fully empowered and authorized to take such further action and to execute and deliver such additional documents (including, but not limited to, any project fund agreements or escrow agreements) as may be reasonably requested by the Bidder to effect the delivery of the Lease Agreement in accordance with the terms and conditions therein set forth, and the transactions contemplated hereby and thereby, and the action of such officers in executing and delivering any of such documents, in such form as the County Administrator shall approve, is hereby fully authorized.

Section 5. Federal Tax Covenant. The County, as lessee, agrees and covenants that it will not take any action which will, or fail to take any action which failure will, cause interest components of the lease payments under the Lease Agreement to become includable in the gross income for federal income tax purposes pursuant to the provisions of the Internal Revenue Code of 1986, as amended (the "IRC") and regulations promulgated thereunder in effect on the date of original issuance of the Lease Agreement and that it will comply with all applicable provisions of Section 103 and Sections 141 through 150 of the IRC, and any regulations promulgated thereunder, to maintain the exclusion from gross income for federal income tax purposes of the interest portion of the lease payments under the Lease Agreement; and to that end the County shall:

- (a) comply with the applicable provisions of Section 103 and Sections 141 through 150 of the IRC and any regulations promulgated thereunder so long as the Lease Agreement is outstanding;
- (b) establish such funds, make such calculations and pay such amounts in the manner and at the times required in order to comply with the requirements of the IRC relating to required rebates of certain amounts to the United States; and
- (c) make such reports of such information at the times and places required by the IRC.

The County will timely file Form 8038-G in accordance with the applicable regulations of the Internal Revenue Service.

The County Administrator is hereby authorized to determine whether the Lease Agreement shall be designated as a "qualified tax-exempt obligation" under Section 265(b)(3) of the IRC because the County does not reasonably anticipate that it will issue more than \$10,000,000 in tax-exempt obligations which are not "private activity bonds" during calendar year 2018 all within the meaning of Section 265(b)(3) of the IRC.

The County Administrator is hereby authorized to adopt written procedures on behalf of the County to ensure the County's compliance with federal tax matters relating to the Lease Agreement.

This Ordinance shall constitute the County's declaration of official intent pursuant to Treasury Regulation §1.150-2 to reimburse the County from the proceeds of the Lease Agreement for expenditures incurred by the County (the "Expenditures") with respect to the Equipment prior to the execution and delivery of the Lease Agreement. The source of funds for the Expenditures with respect to the Equipment will be the County's general fund.

Section 6. **Filings with Central Repository.** In compliance with Section 11-1-85 of the South Carolina Code, the County covenants that it will file or cause to be filed with a central repository for further availability in the secondary bond market when requested: (a) a copy of the annual audit of the County within thirty (30) days of the County's receipt thereof; and (b) within thirty (30) days of the occurrence thereof, relevant information of an event which, in the opinion of the County, adversely affects more than five percent (5%) of the County's revenue or its tax base.

Section 7. **Severability.** All ordinances, orders, resolutions and parts thereof, procedural or otherwise, in conflict herewith or the proceedings authorizing the execution of the Lease Agreement are, to the extent of such conflict, hereby repealed.

Section 8. **Effective Date.** This Ordinance shall be effective upon its enactment by the County Council of Oconee County, South Carolina.

[Execution Page Follows]

Enacted this __ day of _____, 2018.

OCONEE COUNTY, SOUTH CAROLINA

(SEAL)

Chairman, County Council
Oconee County, South Carolina

ATTEST:

Administrator, Oconee County, South Carolina

Clerk to County Council,
Oconee County, South Carolina

Date of First Reading: March 20, 2018
Date of Second Reading: April 10, 2018
Date of Public Hearing: April 24, 2018
Date of Third Reading: April 24, 2018

Exhibit A

Form of Request for Proposals

REQUEST FOR PROPOSALS

**Oconee County, South Carolina
Lease-Purchase Financing, 2018**

Response Due: _____, 2018
12:00 Noon, South Carolina Time

[NOT] BANK QUALIFIED

Oconee County, South Carolina (the "County"), is requesting proposals from various banks and financial institutions for not exceeding \$365,000 tax-exempt lease-purchase financing to defray the costs of acquisition of certain equipment as described herein. The County invites interested parties to submit a proposal to finance the equipment by specifying a rate of interest and other conditions for such financing.

PROPOSALS MAY BE DELIVERED BY HAND, BY MAIL, OR BY E-MAIL, BUT NO PROPOSAL SHALL BE CONSIDERED WHICH IS NOT ACTUALLY RECEIVED BY THE COUNTY AT THE PLACE, DATE AND TIME APPOINTED, AND THE COUNTY SHALL NOT BE RESPONSIBLE FOR ANY FAILURE, MISDIRECTION, DELAY OR ERROR RESULTING FROM THE SELECTION BY ANY BIDDER OF ANY PARTICULAR MEANS OF DELIVERY OF BIDS.

Mailed or Hand Delivered Bids: Each mailed or hand delivered proposal should be mailed or delivered to:

Oconee County, South Carolina
Attn: Scott Moulder, County Administrator
415 South Pine Street
Walhalla, SC 29691

E-Mail Bids: Electronic proposals may be e-mailed to the attention of Scott Moulder, County Administrator, at smoulder@oconeesc.com, with a copy to Michael W. Burns, Esq., Special Counsel, at mburns@mcnair.net, and a copy to Compass Municipal Advisors, LLC, Financial Advisors, at proposals@compassmuni.com.

Please note that this request for proposals is also being sent to a number of other institutions as well and that the County reserves the right to select the proposal determined to be the most advantageous to the County in its sole discretion. The selection process will be heavily weighted toward lowest financing costs; however, lowest financing cost is not the only factor that may be considered by the County. The County reserves the right to reject any or all bid proposals as well as negotiate with the lowest bidder.

I. Terms and Conditions:

- (a) Amount to be Financed: Not exceeding \$365,000. The County reserves the right to reduce the principal amount financed under the Lease Agreement by up to 10% after acceptance of the winning bid.

- (b) Payments: [To be determined]
- Unless otherwise designated by a bidder, interest on the Lease Agreement will be calculated based on a 360-day year comprised of twelve 30-day months.
- (c) Guarantee of Interest Rate: The interest rate, costs and other terms of the bid submitted must be guaranteed from the date of your proposal to the closing date (expected to be on or about _____, 2018).
- (d) Equipment: HVAC equipment to be located at the Oconee County Courthouse.
- (e) Event of Taxability: Bidders may incorporate a provision within their proposal calling for an increase in the interest rate(s) on the lease due to loss of tax exempt status of the Lease Agreement (as defined below) due to a direct act or omission on the part of the County (an "Event of Taxability"). **Proposals requiring an increase in the interest rate(s) on the Lease Agreement due to loss of tax exempt status of the Lease Agreement for reasons beyond the direct control of the County, changes in the tax code, changes in the bidder's capital requirements or cost of capital, or any reason other than an Event of Taxability, will be rejected.**
- (f) Form of Lease-Purchase Agreement: A bidder's proposed form of lease agreement ("Lease Agreement") should be provided within three (3) business days of the award of the successful proposal.
- (g) Non-appropriation: A non-appropriation provision acceptable to the County must be included in the Lease Agreement. Any and all amounts due including, but not limited to, scheduled lease payments, reimbursements, penalties or fees under the Lease Agreement or any Acquisition/Escrow Account (as defined below) must be subject to annual appropriation by the County.
- (h) Non-substitution: A non-substitution provision is not permitted to be included in the Lease Agreement.
- (i) Deficiency Judgment: No deficiency judgment can be assessed or imposed against the County nor will the full faith, credit and taxing power of the County be pledged to the payment of the Lease Agreement.
- (j) Title: Title to the Equipment will be in the name of the County subject to the lessor's rights under the Lease Agreement.
- (k) Acquisition/Escrow Account: The County will require the successful bidder to transfer by Federal funds the full amount of this financing on the date of the closing. If a bidder requires that an acquisition or escrow account (the "Acquisition/Escrow Account") be held by it or its designee, the bidder must so indicate in its proposal. Otherwise the County retains the right to designate a bank to act as custodian of the Acquisition/Escrow Account. The Acquisition/Escrow Account must be an interest bearing account. Interest earnings in the Acquisition/Escrow Account must accrue to the County. The Acquisition/Escrow Account will be structured to allow payments therefrom to be made: (1) to the County to reimburse it for amounts expended by the County

on the Equipment; and (2) to the vendors for payment of the Equipment as directed by the County. All funds invested or deposited in the Acquisition/Escrow Account shall at all times be invested or deposited, as applicable, in a manner which satisfies the requirements of the laws of the State of South Carolina relating to investment or deposit of public funds, including, without limitation, Section 6-5-10 or Section 6-5-15 of the Code of Laws of South Carolina 1976, as amended, as applicable.

- (l) **Costs of Issuance:** All costs relating to the preparation of the Lease Agreement and fees of special counsel will be paid by the County. Any fees and costs of the bidder to be paid by the County must be stated in the response to this Request for Proposals. The Lease Agreement must allow the County to pay its legal fees and costs related to execution and delivery of the Lease Agreement out of the proceeds of the Lease Agreement.
- (m) **Insurance:** [The County is insured through the South Carolina Insurance Reserve Fund.] The Equipment will be insured in a similar manner at face value. The lessor may be listed as a loss-payee, but may not be listed as an additional insured under the County's insurance coverage.
- (n) **Lease Agreement [Not] Designated as Qualified Tax-Exempt Obligation:** The County will [not] designate the Lease Agreement as a "qualified tax-exempt obligation" for purposes of Section 265 of the Internal Revenue Code of 1986 (the "Code") relating to the ability of financial institutions to deduct from income for federal income tax purposes interest expense that is allocable to carrying and acquiring tax-exempt obligations.
- (o) **Closing:** The County expects to close the transaction on or about _____, 2018.
- (p) **Prepayment:** Unless otherwise specifically provided in a bidder's proposal and agreed to by the County, the Lease Agreement will be subject to prepayment at the option of the County in whole or in part at any time without any prepayment penalty.

II. **Proposal Requirements.**

- (a) The proposal must be in writing. It is preferred that a bidder's proposal not be subject to further credit or underwriting approval.
- (b) No proposal may be modified by a bidder after it has been submitted except with the consent of the County.
- (c) Proposals should include: the name, address, and telephone number of your institution; the primary contact; and identity of legal counsel, if any.
- (d) Proposals must be accompanied with a list of all requirements and conditions associated with the bid.
- (e) Proposals must indicate a single interest rate for the lease term. Bidders are requested to include an amortization schedule showing annual payment amounts for the term of the financing.

- (f) Proposals must provide full disclosure of all financing costs, including any closing, legal, and tax opinion charges.
- (g) Any prepayment penalty or other fee requirements should be detailed in the proposal.

III. Evaluation of Proposals and Award.

The Lease Agreement will be awarded to the bidder that provides the most advantageous proposal, as determined by the County in its sole and absolute discretion. Proposals will be evaluated by the officials of the County based on various factors, including, but in no way limited to, the interest rate, redemption terms, additional credit or underwriting approval, additional covenants and terms, if any, and other conditions set forth therein. The County reserves the right to reject any and all bids or to waive irregularities in any proposal. The County expects to accept the successful proposal on _____, 2018.

IV. Legal Opinion. The execution and delivery of the Lease Agreement is subject to the approving opinion of the McNair Law Firm, P.A., Special Counsel.

V. Financial Advisor: Compass Municipal Advisors, LLC is acting as Financial Advisor to the County in connection with the Lease Agreement. In this capacity, Compass Municipal Advisors, LLC has provided technical assistance in the preparation of this Request for Proposals and assisted the County in preparing for this financing.

VI. Tax Exemption and Other Tax Matters. The Code, and the Treasury Regulations promulgated thereunder, include provisions that relate to tax exempt obligations, such as the Lease Agreement, including, among other things, permitted uses and investment of the proceeds of the Lease Agreement and the rebate of certain net arbitrage earnings from the investment of such proceeds to the United States Treasury. Noncompliance with these requirements may result in interest paid under the Lease Agreement becoming subject to federal income taxation retroactive to the date of issuance of the Lease Agreement. The County has covenanted to comply with the requirements of the Code to the extent required to maintain the exclusion of interest on the Lease Agreement from gross income for federal tax purposes. Failure of the County to comply with these covenants could cause the interest on the Lease Agreement to be taxable retroactively to its date of issuance.

The Code imposes an alternative minimum tax on a taxpayer's alternative minimum taxable income. Interest on the Lease Agreement is not an item of tax preference for purposes of the federal alternative minimum tax.

The accrual or receipt of interest on the Lease Agreement may affect the federal income tax liability of the recipient. The extent of these other tax consequences will depend upon the recipient's particular tax status or other items of income or deduction. Prospective purchasers of the Lease Agreement should be aware that ownership of the Lease Agreement may result in collateral federal income tax consequences to certain taxpayers, including, without limitation, financial institutions, property and casualty insurance companies, individual recipients of Social Security or Railroad Retirement benefits, certain S corporations with "excess net passive income," foreign corporations subject to the branch profits tax, life insurance companies and taxpayers otherwise entitled to claim the earned income credit and taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry or have paid or incurred certain expenses allocable to the Lease Agreement. Special Counsel will not express any opinion as to such collateral tax consequences. Prospective purchasers of the Lease Agreement should consult their tax advisors as to collateral federal income tax consequences.

Special Counsel has not undertaken to determine (or to inform any person) whether any action taken (or not taken) or event occurring (or not occurring) after the date of issuance of the Lease Agreement may affect the tax status of interest on the Lease Agreement. In rendering its opinion, Special Counsel will rely upon certificates and representations of the County with respect to certain material facts solely within the knowledge of the County relating to the application of the proceeds of the Lease Agreement.

VII. Investment Letter and Written Confirmation. The lessor will be requested to execute a Written Confirmation of Lender and an Investment Letter in substantially the forms included with this Request for Proposals.

VIII. Additional Information.

If you should have any questions regarding the Request for Proposals, you should contact:

Scott Moulder, ICMA-CM
Oconee County Administrator
864.638.4244
e-mail: smoulder@oconeesc.com

Ladale V. Price
Oconee County Finance Director
864.638.4235
e-mail: lprice@oconeesc.com

Michael W. Burns, Esq.
McNair Law Firm, P.A.
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Dated: _____, 2018

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE NO. 2018-11

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND JTEKT NORTH AMERICA CORPORATION; THE GRANTING OF SPECIAL SOURCE REVENUE CREDITS; AND OTHER MATTERS RELATING THERETO INCLUDING, WITHOUT LIMITATION, PAYMENT OF A FEE IN LIEU OF TAXES

WHEREAS, Oconee County, South Carolina (the "County"), acting by and through its County Council (the "County Council"), is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 (the "Act") of the Code of Laws of South Carolina, 1976, as amended (the "Code"), to acquire, construct, or cause to be acquired or constructed by lease or otherwise, properties (which such properties constitute "projects" as defined in the Act) and to enter into agreements with any industry or business providing for the construction, operation, maintenance and improvement of such projects; to enter into or allow financing agreements with respect to such projects; to provide for payment of a fee in lieu of taxes pursuant to the Act; and, to accept any grants for such projects through which powers the industrial development of the State of South Carolina (the "State") and will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ the manpower, agricultural products and natural resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

WHEREAS, the County is authorized by the Act to execute a fee in lieu of tax agreement, as defined in the Act (the "Fee Agreement"), with respect to any such project; and

WHEREAS, JTEKT North America Corporation (the "Company") (also known to the County as Project Crumble), has requested the County to participate in executing an Inducement Resolution (which it has done), and a Fee Agreement pursuant to the Act for the purpose of authorizing and of acquiring and expanding, by construction and purchase, certain land, additional building(s) or building improvements, and machinery, apparatus, and equipment, for the purpose of the expansion of its manufacturing facility (the "Project") in which the minimum level of new taxable investment will be not less than Nineteen Million Dollars (\$19,000,000) in new qualifying fee in lieu of tax investment by the end of the fifth (5th) year after the year of execution of the Fee Agreement, which investment will be maintained, without regard to depreciation, for not less than ten (10) years from the initiation of the SSRC (as defined below) with not less than Fifteen Million Dollars (\$15,000,000) of that investment, without regard to depreciation, being maintained for the succeeding ten (10) years of the Fee Agreement, in accordance with the Act and the Inducement Resolution, all as more fully set forth in the Fee Agreement attached hereto. It is understood and

2018-11

agreed by and between the parties that the existing land, building and fixtures at the Project site do not qualify for inclusion in the Fee Agreement; and

WHEREAS, the Company has requested that the County provide a special source revenue credit of thirty-five percent (35%) of the Company's fee in lieu of tax liability for the Project in the Park (as defined herein) for a term of ten consecutive (10) years (the "SSRC") commencing only if and when the Company's investment in new, taxable property in the Project equals or exceeds \$19,000,000 within the initial five (5) years (following the year of the execution and delivery of the Fee Agreement) of investment, which investment will be maintained, without regard to depreciation, for not less than ten (10) years from the initiation of the SSRC; and

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

WHEREAS, the County has determined on the basis of the information supplied to it by the Company that the Project would be a "project" as that term is defined in the Act and that the Project would subserve the purposes of the Act; and

WHEREAS, the County Council has previously determined to enter into and execute the aforesaid Inducement Resolution, and a Fee Agreement and to that end has, by its Resolution adopted on March 20, 2018, authorized the execution of an Inducement Resolution, which included a Millage Rate Agreement, and, will by this County Council Ordinance, authorize a fee in lieu of tax agreement (the "Fee Agreement"); and

WHEREAS, the County Council has caused to be prepared and presented to this meeting the form of the Fee Agreement by and between the County and the Company which includes the agreement for payment of a payment in lieu of tax; and

WHEREAS, it appears that the instrument above referred to, which is now before this meeting, is in appropriate form and is an appropriate instrument to be executed and delivered by the County for the purposes intended; and

WHEREAS, the Company is located in the existing multi-county industrial/business park (the "Park") with Pickens County created by a Park Agreement pursuant to Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended.

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

Section 1. In order to promote industry, develop trade, and utilize and employ the manpower, agricultural products and natural resources of the State by assisting the Company to expand a manufacturing facility in the State, and acquire by acquisition or construction a building or buildings and various machinery, apparatus, and equipment, all as a part of the Project to be utilized for the purpose of a manufacturing facility, the execution and delivery of a Fee Agreement with the Company for the Project is hereby authorized, ratified and approved. Further, the Fee Agreement shall provide for an SSRC of thirty-five percent (35%) of the Company's fee in lieu of tax liability for the Project in the Park for ten (10) consecutive years, upon the terms and upon achieving the conditions required herein and in the Fee Agreement.

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

(a) Based solely upon representations of the Company, the Project will constitute a "project" as said term is referred to and defined in the Act, and the County's actions herein will subserve the purposes and in all respects conform to the provisions and requirements of the Act;

(b) The Project and the payments in lieu of taxes set forth herein are beneficial to the County;

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

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

(e) The Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against the general credit or taxing power of either;

(f) The purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes;

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

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

Section 3. The form, terms and provisions of the Fee Agreement presented to this meeting and filed with the Clerk of the County Council be and they are hereby approved and all of the terms, provisions, and conditions thereof are hereby incorporated herein by reference as if the Fee Agreement were set out in this Ordinance in its entirety. The Chair of County Council and the Clerk of the County Council be and they are hereby authorized, empowered, and directed to execute, acknowledge, and deliver the Fee Agreement in the name and on behalf of the County, and

thereupon to cause the Fee Agreement to be delivered to the Company. The Fee Agreement is to be in substantially the form now before this meeting and hereby approved, or with such minor changes therein as shall not be materially averse to the County and as shall be approved by the officials of the County executing the same, upon the advice of counsel to the County, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of Fee Agreement now before this meeting.

Section 4. The Chair of the County Council and the Clerk of the County Council, for and on behalf of the County, are hereby each authorized and directed to do any and all things necessary to affect the execution and delivery of the Fee Agreement and the performance of all obligations of the County under and pursuant to the Fee Agreement and this Ordinance.

Section 5. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase, or provisions shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases, and provisions hereunder.

Section 6. All orders, resolutions, ordinances, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its passage and approval.

Section 7. The County hereby agrees to waive, to the full extent allowed by law, the requirements of Section 12-44-55 of the Act with regard to the Fee Agreement for the Project, to the extent and so long as the Company makes and continues to make all filings required by the Act and provides copies thereof to the County.

Passed and approved this 24th day of April 2018

OCONEE COUNTY, SOUTH CAROLINA

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

ATTEST:

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

First Reading: March 20, 2018
Second Reading: April 10, 2018
Public Hearing: April 24, 2018
Third Reading: April 24, 2018

FEE AGREEMENT

between

OCONEE COUNTY, SOUTH CAROLINA

and

**JTEKT NORTH AMERICA CORPORATION
a South Carolina Company**

Dated as of April 1, 2018

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

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Oconee County, South Carolina

FEE AGREEMENT

THIS FEE AGREEMENT (this "Fee Agreement") is made and entered into as of April 1, 2018, by and between OCONEE COUNTY, SOUTH CAROLINA (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina (the "State"), acting by and through the Oconee County Council (the "County Council") as the governing body of the County, and JTEKT NORTH AMERICA CORPORATION (the "Company"), incorporated and existing under the laws of the State of South Carolina.

WITNESSETH:

Recitals.

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

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

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

Pursuant to an Ordinance adopted on April 24, 2018 (the "Fee Ordinance"), as an inducement to the Company to develop the Project and at the Company's request, the County Council authorized the County to enter into a Fee Agreement with the Company which identifies the property comprising the Project as Economic Development Property (as defined in the Act) under the Act subject to the terms and conditions hereof. The Company has agreed to acquire and equip by construction, lease-purchase, lease, or otherwise, a manufacturing facility (the "Facility") which will be located in the County, which will consist of the acquisition, construction, installation, expansion, improvement, design, and engineering, in phases, of additional or improved machinery and equipment, buildings, improvements, or fixtures which will constitute the project (the "Project"). The Project in the Park (as hereinafter defined) in the County involves an initial taxable investment of at least Nineteen Million Dollars (\$19,000,000) in the County within five (5) years of the end of the Company tax year in which this Agreement is executed and the Nineteen Million Dollar (\$19,000,000) level of that investment (without regard to depreciation) shall be maintained from the end of that initial Investment Period through the end of the ten (10) years of the Special Source Revenue Credits described herein, and a Fifteen Million Dollar (\$15,000,000) level of that same investment, without regard to depreciation, shall be maintained for the succeeding ten (10) years of the term of this Fee Agreement, all being maintained in accordance with the Act and this Agreement. The Company and the County agree that pursuant to the Act the existing land, building, and fixtures for the Project are not eligible for inclusion in the Fee Agreement.

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

ARTICLE I

DEFINITIONS

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

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

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

Authorized Company Representatives to act for the Company with respect to different sections of this Fee Agreement.

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

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

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

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

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

"Company" shall mean JTEKT North America Corporation, a company incorporated under the laws of the State of South Carolina and duly qualified to transact business in the State.

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

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

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

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

the Phase of the Project, or any part thereof, described in Section 4.8 of this Fee Agreement or (iii) a condemnation to the Phase of the Project, or any part thereof, described in Section 4.9 of this Fee Agreement.

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

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

"Event of Default" shall mean any Event of Default specified in Section 4.14 of this Fee Agreement.

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

"Fee Agreement" shall mean this Fee Agreement.

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

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

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

"Investment Period" shall mean the period commencing April 1, 2017, and ending on the last day of the fifth (5th) property tax year following the property tax year in which this Agreement is executed if the minimum statutory investment is made within the statutory period.

"Minimum Investment" shall mean that the Company shall invest under and pursuant to the Fee Agreement not less than Nineteen Million Dollars (\$19,000,000) in qualifying, new taxable investment in the Project by the end of the fifth (5th) year after the year of execution of this Fee Agreement, and that Nineteen Million Dollars (\$19,000,000) of that investment (without regard to depreciation) shall be maintained from the end of that initial Investment Period through the end of the ten (10) years of the Special Source Revenue Credits described herein, and Fifteen Million Dollars (\$15,000,000) of that same investment, without regard to depreciation, shall be maintained for the succeeding ten (10) years of the term of the Fee Agreement, all being made and maintained in accordance with the Act.

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

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

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

"Phase Termination Date" shall mean with respect to each Phase of the Project the day thirty years after each such Phase of the Project becomes subject to the terms of this Fee Agreement. Anything contained herein to the contrary notwithstanding, the last Phase Termination Date shall be no later than the later of: (a) March 31, 2053 or March 31, 2058, if an additional five-year extension of time in which to complete the Project is hereinafter granted by the County, in writing, pursuant to separate authorization, pursuant to Section 12-44-30(13) of the Act, and utilized by the Company by making the required investments, or (b) March 31 of the year of the expiration of the maximum period of years that the annual fee payment is available to the Company under Section 12-44-30(21) of the Act, as amended, but only if the County subsequently agrees to such a maximum number of years exceeding thirty and such agreement is approved by the County Council then in office and reduced to writing.

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

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

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

(a) components or Phases of the Project or portions thereof which the Company, in its sole discretion, determines to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable, or unnecessary; or (b) components or Phases of the Project or portions thereof which the Company in its sole discretion, elects to remove pursuant to Section 4.8(c) or Section 4.9(b)(iii) of this Fee Agreement.

"Replacement Property" shall mean any property which is placed in service as a replacement pursuant to Section 4.5 hereof for any item of Equipment or any Improvement which is scrapped or sold by the Company and treated as a Removed Component under Section 4.8 hereof regardless of whether such property serves the same function as the property it is replacing and regardless of whether more than one piece of property replaces any item of Equipment or any Improvement.

"Special Source Revenue Credit" shall mean the credit against the fee in lieu of tax payments to be made by the Company to the County as authorized by Section 4-1-175 of the Code and Section 4.10 hereof.

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

ARTICLE II

REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

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

(c) The Company intends to operate the Project as a "Project" within the meaning of the Act as in effect on the date hereof. The Company intends to operate the Project for the purpose of an automotive parts and product manufacturing facility and other legal activities and functions with respect thereto, and for such other purposes permitted under the Act as the Company may deem appropriate.

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

(e) The Company anticipates that the cost of the project will be at least Nineteen Million Dollars (\$19,000,000) in qualifying taxable investment in eligible Economic Development Property in the County within five (5) years of the end of the Company tax year in which this Fee Agreement is executed. The Company will invest not less than Nineteen Million Dollars (\$19,000,000) in Economic Development Property, subject to the fee in lieu of tax payment, in the Project by the end of the fifth succeeding year following the year of the execution of the Fee Agreement, or lose the

benefits of this Agreement retroactively to the outset, with interest and repayment due to the County for both FILOT payments and Special Source Revenue Credit, as though the Minimum Investment requirements of the Act had not been met. Should such Nineteen Million Dollar (\$19,000,000) Minimum Investment, without regard to depreciation, not be maintained from the end of the Investment Period and then for the initial ten (10) years of the Special Source Revenue Credits, and Fifteen Million Dollar (\$15,000,000) of the same investment, without regard to depreciation, be maintained for the succeeding ten (10) years of the term of the Fee Agreement, all as required by this Agreement and the Act, at any point in time, after having once been achieved, the Company will lose the benefit of the Fee Agreement and Special Source Revenue Credit and the Project will revert to normal tax treatment, pursuant to Section 12-44-140(B) of the Act, prospectively, from the point at which such maintenance requirement is lost.

ARTICLE III

COMMENCEMENT AND COMPLETION OF THE PROJECT

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

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

Section 3.2 Diligent Completion. The Company agrees to use its reasonable efforts to cause the acquisition, construction, and installation of the Project to be completed as soon as practicable, but in any event on or prior to March 31, 2023, or on or prior to March 31, 2028 if not less than \$19,000,000 of Economic Development Property is invested in the Project on or prior to March 31, 2023 and the County Council then in office agrees to an extension of the investment period hereof by resolution. Anything contained in this Agreement to the contrary notwithstanding, the Company shall not be obligated to complete the acquisition of the Project in the event that it pays all amounts due from and by it under the terms of this Fee Agreement, and provided that the Company may lose the benefit of this Fee Agreement if it does not complete the Project, and may owe repayment to the County under the terms hereof in certain such circumstances.

ARTICLE IV

PAYMENTS IN LIEU OF TAXES

Section 4.1 Negotiated Payments. Pursuant to Section 12-44-50 of the Act, the Company is required to make payments in lieu of ad valorem taxes to the County with respect to the Project. Inasmuch as the Company anticipates the Project will involve an initial investment of sufficient sums to qualify to enter into a fee in lieu of tax ("FILOT") arrangement under Section 12-44-50(A)(1) of the Act, and to meet the investment representations of Section 2.2(f), hereof, the County and the Company have negotiated the amount of the payments in lieu of taxes in accordance therewith. In accordance therewith, the Company shall make payments in lieu of ad valorem taxes on all Economic Development Property which comprises the Project and is placed in service, as follows: the Company shall make payments in lieu of ad valorem taxes with respect to each Phase of the Project placed in service on or before each March 31 through March 31, 2023, in non-exempt

Economic Development Property, said payments to be made annually and to be due and payable and subject to penalty assessments on the same dates and in the same manner as prescribed by the County for ad valorem taxes. The amount of such annual payments in lieu of taxes shall be determined by the following procedure (subject, in any event, to the required procedures under the Act):

- Step 1:** Determine the fair market value of the Phase of the Project placed in service in any given year for such year and for the following 29 years using the original income tax basis for State income tax purposes less depreciation for each year allowable to the Company for any personal property as determined in accordance with Title 12 of the Code, as amended and in effect on March 31 of the year in which each Phase becomes subject to the Fee Agreement, except that no extraordinary obsolescence shall be allowable but taking into account all applicable property tax exemptions which would be allowed to the Company under State law, if the property were taxable, except those exemptions specifically disallowed under Section 12-44-50(A)(2) of the Act, as amended and in effect on March 31 of the year in which each Phase becomes subject to the Fee Agreement.
- Step 2:** Apply a fixed assessment ratio of six percent (6%) to the fair market value as determined for each year in Step 1 to establish the taxable value of each Phase of the Project in the year it is placed in service and in each of the twenty-nine years thereafter or such longer period of years that the annual fee payment is permitted to be made by the Company under the Act, as amended, if the County approves, in writing, the use of such longer period created by any such amendment.
- Step 3:** Multiply the taxable values, from Step 2, by the millage rate in effect for the Project site on June 30, 2017, which the parties believe to be 220.2 mils (which millage rate shall be a fixed millage rate in accordance with the Act for the term of this Fee Agreement), to determine the amount of the payments in lieu of taxes which would be due in each of the thirty years listed on the payment dates prescribed by the County for such payments, or such longer period of years that the County Council may subsequently agree, in writing, that the annual fee payment is permitted to be made by the Company under the Act, as amended.

Subject to the terms and provisions herein contained and with the consent of the County, with respect to each Phase, this Agreement shall be and remain in full force and effect for a term commencing on the date hereof, and ending at midnight on March 31 of the year which is the twenty-nine (29th) year following the first year in which each Phase is placed in service, unless sooner terminated as herein permitted; provided that, if at the expiration of the term of this Agreement payment of all FILOT Payments under this Section 4.01 relating to the operation of the Project during such term have not been made, such term shall expire on such later date as such payments shall have been made in full or so provided for; provided, further, that such extension of such term shall not increase the number of FILOT Payments for which the Company qualifies under this Section.

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

In the event that the Act and/or the above-described payments in lieu of taxes are declared invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions that such payments be reformed so as to most closely effectuate the legal, valid, and enforceable intent thereof and so as to afford the Company with the benefits to be derived herefrom, it being the intention of the County to offer the Company a strong inducement to locate the Project in the County, but the County's own unreimbursed direct cost is not to increase under any such alternate

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

Section 4.2 Cost of Completion. In the event that the cost of completion of the Project has not exceeded Nineteen Million Dollars (\$19,000,000) in non-exempt Economic Development Property, as required under Section 12-44-30(13) of the Act by March 31, 2023, at the Project in the Park by that date, then beginning with the payment due in 2024, the payment in lieu of ad valorem taxes to be paid to the County by the Company shall become equal to the amount as would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the items of property comprising the Project were not Economic Development Property, but with appropriate reductions equivalent to all tax exemptions which would be afforded to the Company in such a case, and the Investment Period will be terminated at that point. In addition to the foregoing, the Company shall pay to the County an amount which is equal to the excess, if any, of (i) the total amount of ad valorem taxes that would

have been payable to the County with respect to the Project through and including 2023 using the calculations described in this Section, over, (ii) the total net amount of payments in lieu of ad valorem taxes (including any Special Source Revenue Credits) actually made by the Company with respect to the Project through and including 2023. Any amounts determined owing pursuant to the foregoing sentence shall be subject to interest as provided in the Act. Further, in the event, thereafter, that the investment in the Project, without regard to depreciation, once having achieved the Minimum Investment, falls below Nineteen Million Dollars (\$19,000,000), during the first ten (10) years that the Special Source Revenue Credits are in effect, or below Fifteen Million Dollars (\$15,000,000) of such new investment, without regard to depreciation during the succeeding ten (10) years that this Fee Agreement is in effect, the payment in lieu of ad valorem taxes to be paid to the County by the Company from such respective point on, for the duration of this Fee Agreement shall become equal to the amount as would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the items of property comprising the Project were not Economic Development Property, but with appropriate reductions equivalent to all tax exemptions which would be afforded to the Company in such a case, and the Investment Period and Special Source Revenue Credit will be terminated at that point at which the investment in the Project, without regard to depreciation, falls below such Nineteen Million Dollars (\$19,000,000) or Fifteen Million Dollars (\$15,000,000), respectively.

Section 4.3 Payments in Lieu of Taxes on Replacement Property. If the Company elects to replace any Removed Components and to substitute such Removed Components with Replacement Property as a part of the Project, then, pursuant and subject to Section 12-44-60 of the

Act, the Company shall make statutory payments in lieu of ad valorem taxes with regard to such Replacement Property as follows:

- (i) to the extent that the income tax basis of the Replacement Property (the "Replacement Value") is less than or equal to the original income tax basis of the Removed Components (the "Original Value") the amount of the payments in lieu of taxes to be made by the Company with respect to such Replacement Property shall be calculated in accordance with Section 4.1 hereof; provided, however, in making such calculations, the cost to be used in Step 1 of Section 4.1 shall be equal to the lesser of (x) the Replacement Value and (y) the Original Value, and the number of annual payments to be made with respect to the Replacement Property shall be equal to thirty (30) (or, if greater, pursuant to subsequent written agreement with the County, the maximum number of years for which the annual fee payments are available to the Company for each portion of the Project under the Act, as amended) minus the number of annual payments which have been made with respect to the Removed Components; and provided, further, however, that in the event a varying number of annual payments have been made with respect to such Removed Components as a result of such Removed Components being included within more than one Phase of the Project, then the number of annual payments which shall be deemed to have been made shall be the greater of such number of annual payments; and
- (ii) to the extent that the Replacement Value exceeds the Original Value of the Removed Components (the "Excess Value"), the payments in lieu of taxes to be made by the

Company with respect to the Excess Value shall be equal to the payment that would be due if the property were not Economic Development Property.

Section 4.4 Special Source Revenue Credit. The County agrees that the Company shall be entitled to a Special Source Revenue Credit, to be taken as a set off against the FILOT payments for the Project in the Park owed, pursuant to Section 4.1, hereof, in each of ten (10) consecutive years of such FILOT payments, in an annual amount equal to Thirty-five percent (35%) of the net FILOT payments (after payment of the MCIP partner county fee) generated by the Project in the Park commencing in the property tax year in which the total new, taxable investment of the Company in the Project equals or exceeds Nineteen Million Dollars (\$19,000,000) and continuing for the next nine (9) years thereafter, but not to exceed the actual cost of the Infrastructure, totally or in any given year. Such Special Source Revenue Credit may be taken by the applicable Company only to the extent that such Company has invested in qualifying improvements as defined in Section 12-44-70 of the Act and Section 4-29-68(A)(2) of the South Carolina Code of Laws, 1976, as amended. The Company shall be responsible for certifying to the County the amount of Qualified Improvements incurred. Based on this certification, the Treasurer of the County shall display and subtract the Special Source Revenue Credit from the fee in lieu of tax payment statement sent to the Company for the duration of the Special Source Revenue Credit. At no time shall the aggregate of Special Source Revenue Credit received by the Company exceed the certified amount of Qualified Improvements.

Section 4.5 Reductions in Payments of Taxes Upon Removal, Condemnation, or Casualty. In the event of a Diminution in Value of any Phase of the Project, the payment in lieu of taxes with regard to that Phase of the Project shall be reduced in the same proportion as the amount

of such Diminution in Value bears to the original fair market value of that Phase of the Project as determined pursuant to Step 1 of Section 4.1 hereof; subject, always, however to the terms and provisions of Section 4.2 hereof.

Section 4.6 **Place and Allocation of Payments in Lieu of Taxes.** The Company shall make the above-described payments in lieu of taxes directly to the County in accordance with applicable law as to time, place, method of payment, and penalties and enforcement of collection.

Section 4.7 **Removal of Equipment.** Provided that no Event of Default shall have occurred and be continuing under this Fee Agreement, and subject to Section 4.2 and Section 4.5, hereof, the Company shall be entitled to remove the following types of components or Phases of the Project from the Project with the result that said components or Phases (the "Removed Components") shall no longer be considered a part of the Project and shall no longer be subject to the terms of this Fee Agreement: (a) components or Phases which become subject to statutory payments in lieu of ad valorem taxes; (b) components or Phases of the Project or portions thereof which the Company, in its sole discretion, determines to be inadequate, obsolete, uneconomic, worn-out, damaged, unsuitable, undesirable, or unnecessary; or (c) components or Phases of the Project or portions thereof which the Company, in its sole discretion, elects to remove pursuant to Section 4.8(c) or Section 4.9(b)(iii) hereof. The Company shall provide annual written notice to the County of the Removed Components in conjunction with the filing of the PT300 property tax form.

Section 4.8 **Damage or Destruction of Project.**

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

(b) Election to Rebuild. In the event the Real Property in which the project is located is damaged by fire, explosion, or any other casualty, and if the Company does not elect to terminate this Agreement, the Company may commence to restore the Project with such reductions or enlargements in the scope of the Project, changes, alterations, and modifications (including the substitution and addition of other property) as may be desired by the Company, subject to the provisions of Sections 4.2 and 4.5, hereof. Subject to the terms and provisions of this Agreement, all such restorations and replacements shall be considered substitutions of the destroyed portions of the Project and shall be considered part of the Project for all purposes hereof, including, but not limited to any amounts due by the Company to the County under Section 4.1 hereof.

(c) Election to Remove. In the event the Company elects not to terminate this Agreement pursuant to subsection (a) and elects not to rebuild pursuant to subsection (b), the damaged portions of the Project shall be treated as Removed Components, subject to Section 4.2 and Section 4.5 hereof.

Section 4.9 Condemnation.

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

vesting of title by sending written notice to the County within a reasonable period of time following such vesting.

(b) **Partial Taking.** In the event of a partial taking of the Real Property or a transfer in lieu thereof, and subject to Section 4.2 and Section 4.5, hereof, the Company may elect: (i) to terminate this Fee Agreement; (ii) to repair and restore the Project, with such reductions or enlargements in the scope of the Project, changes, alterations, and modifications (including the substitution and addition of other property) as may be desired by the Company; or (iii) to treat the portions of the Project so taken as Removed Components.

Section 4.10 Maintenance of Existence. The Company agrees (i) that it shall not take any action which will materially impair the maintenance of its company existence and (ii) that it will maintain its good standing under all applicable provisions of State law. **Provided,** however, the Company may merge with or be acquired by another company so long as the surviving Company has a net asset value equal to or greater than that of the Company's net asset value.

Section 4.11 Indemnification Covenants. The Company shall and agrees to indemnify and save the County, its employees, officers, and agents (the "Indemnified Parties") harmless against and from all claims by or on behalf of any person, firm, or corporation arising from the County's entry into or participation in this Agreement. The Company shall indemnify and save the Indemnified Parties harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon, including, without limitation, any environmental claims, and upon notice from the County; the Company shall defend them in any such action, prosecution or proceeding with counsel reasonably acceptable to the Indemnified Parties.

Section 4.12 Confidentiality/Limitation on Access to Project. The County acknowledges and understands that the Company utilizes confidential and proprietary "state of the art" equipment and techniques and that any disclosure of any information relating to such equipment or techniques, including but not limited to disclosures of financial or other information concerning the Company's operations could result in substantial harm to the Company and could thereby have a significant detrimental impact on the Company's employees and also upon the County. Therefore, the County agrees that, except as required by law and pursuant to the County's police powers, neither the County nor any employee, agent or contractor of the County: (i) shall request or be entitled to receive any such confidential or proprietary information; or (ii) shall request or be entitled to inspect the Project, the Facility or any property associated therewith; provided, however, that if an Event of Default shall have occurred and be continuing hereunder, the County shall be entitled to inspect the Project provided they shall comply with the remaining provisions of this Section; and, the County (iii) shall use its commercially reasonable, good faith efforts to not knowingly and intentionally disclose or otherwise divulge any such confidential or proprietary information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by State law. Notwithstanding the expectation that the County will not have any confidential or proprietary information of the Company, if the Company does provide such information to the County, if the Company will clearly and conspicuously mark such information as "Confidential" or "Proprietary", or both, then, in that event, prior to disclosing any confidential or proprietary information or allowing inspections of the Project, the Facility or any property associated therewith, the Company may require the execution of reasonable, individual, confidentiality and non-disclosure agreements by any officers, employees or agents of the County or any supporting or cooperating governmental

agencies who would gather, receive or review such information or conduct or review the results of any inspections. The Company acknowledges that the County is a governmental entity, subject to the South Carolina Freedom of Information Act. Nothing in this Agreement is intended to affect the County's legal obligations under that act.

Section 4.13 Assignment and Subletting. This Fee Agreement may be assigned in whole or in part and the Project may be subleased as a whole or in part by the Company with the prior consent of the County, which consent will not unreasonably be withheld, so long as such assignment or sublease is made in compliance with Section 12-44-120 of the Act.

Section 4.14 Events of Default. In addition to the specific events of default noted elsewhere herein, as to investment and job creation requirements, the following shall be "Events of Default" under this Fee Agreement, and the term "Events of Default" shall mean, whenever used with reference to this Fee Agreement, any one or more of the following occurrences:

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

(b) Failure by the Company to perform any of the material terms, conditions, obligations, or covenants of the Company hereunder, other than those already noted in this Section 4.14 which failure shall continue for a period of ninety (90) days after written notice from the County to the Company specifying such failure and requesting that it be remedied, unless the County shall agree in writing to an extension of such time prior to its expiration.

Section 4.15 Remedies on Default. Whenever any Event of Default shall have occurred and shall be continuing, the County may take any one or more of the following remedial actions:

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

Section 4.16 Remedies Not Exclusive. No remedy conferred upon or reserved to the County under this Fee Agreement is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other lawful remedy now or hereafter existing. No delay or omission to exercise any right or power accruing upon any continuing default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the County to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as may be herein expressly required and such notice required at law or equity which the Company is not competent to waive.

Section 4.17 Reimbursement of Legal Fees and Expenses. The Company agrees to reimburse or otherwise pay, on behalf of the County, any and all expenses not hereinbefore mentioned incurred by the County in connection with the Project, including, without limitation, the ordinary and reasonable fees of the County for the review and initial implementation of the documents pertaining to the Project, Absent extraordinary circumstances, such fees for such review and initial implementation shall not exceed Five Thousand Dollars (\$5,000). Further if the Company shall default under any of the provisions of this Fee Agreement and the County shall

employ attorneys or incur other reasonable expenses for the collection of payments due hereunder or for the enforcement of performance or observance of any obligation or agreement on the part of the Company contained herein, the Company will, within thirty (30) days of demand therefor, reimburse the reasonable fees of such attorneys and such other reasonable expenses so incurred by the County.

Section 4.18 **No Waiver.** No failure or delay on the part of the County in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. No waiver of any provision hereof shall be effective unless the same shall be in writing and signed by the County.

ARTICLE V

MISCELLANEOUS

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

AS TO THE COUNTY:

Oconee County, South Carolina
415 South Pine Street
Walhalla, South Carolina 29601
Attention: Chairman of County Council

AS TO THE COMPANY:

JTEKT North America Corporation

430 Torrington Road
West Union, South Carolina 29696

WITH A COPY TO:

Mark McMerrell
Ryan
Key Tower, Suite 2800
127 Public Square
Cleveland, Ohio 44114

WITH A COPY TO:

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

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

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

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

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

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

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

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

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

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

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

OCONEE COUNTY, SOUTH CAROLINA

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

ATTEST:

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

JTEKT NORTH AMERICA CORPORATION

By: _____

Its:

EXHIBIT A

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

**STATE OF SOUTH CAROLINA
OCONEE COUNTY
ORDINANCE 2018 - 12**

AN ORDINANCE TO DEVELOP A JOINTLY OWNED AND OPERATED MULTI-COUNTY INDUSTRIAL AND BUSINESS PARK WITH PICKENS COUNTY; SUCH INDUSTRIAL AND BUSINESS PARK TO BE, AT THE TIME OF ITS INITIAL DEVELOPMENT, GEOGRAPHICALLY LOCATED IN OCONEE COUNTY AND AUTHORIZING THE INCLUSION OF CERTAIN PROPERTY NOW OWNED BY CASTO OCONEE, LLC AND CLEMSON FAMILY INVESTORS, LLC OR THEIR RESPECTIVE ASSIGNEES; AUTHORIZING THE EXECUTION AND DELIVERY OF AN AGREEMENT GOVERNING THE MULTI-COUNTY INDUSTRIAL AND BUSINESS PARK; AND OTHER RELATED MATTERS.

WHEREAS, Oconee County, South Carolina (“Oconee County”), and Pickens County, South Carolina (“Pickens County,” collectively, “Counties,” each, “County”), as contiguous counties, are authorized under Article VIII, Section 13(D) of the South Carolina Constitution and Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended (“Act”), to jointly develop a multi-county park to include real and personal property located in the geographic boundaries of the Counties;

WHEREAS, as provided under the Act, to promote the economic welfare of their citizens, the Counties desire to jointly develop a multi-county industrial and business park (“Park”) and execute and deliver an Agreement Governing the Park, the substantially final form of which is attached as *Exhibit A* (“Agreement”), to govern the inclusion of real and personal property in and expansion of the boundaries of the Park;

WHEREAS, each of Casto Oconee, LLC and Clemson Family Investors, LLC (collectively, the “Companies”) has requested Oconee County to assist the Companies with respect to their respective economic development projects in Oconee County (collectively, the “Projects”) by placing the Projects’ properties into the Park subject to the Agreement; and

WHEREAS, the Counties desire to include certain property (including, without limitation, the Projects’ properties) in the Park (“Property”), as more particularly described on the attached *Exhibit B* and Oconee County is hereby authorizing the inclusion of the Property in the Park.

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

Section 1. Oconee County is authorized to jointly develop the Park with Pickens. The Oconee County Council Chair (“Chair”) is authorized to execute the Agreement, the Clerk to the Oconee County Council (“Clerk”) is authorized to attest the same, and the Oconee County Administrator (“County Administrator”) is authorized to deliver the Agreement to Pickens. The

form of the Agreement attached hereto is approved, with any revisions not materially adverse to Oconee approved by the County Administrator, following consultation with legal counsel to Oconee, and all of the terms of the Agreement are incorporated in this Ordinance by reference as if the Agreement were set forth in this Ordinance in its entirety.

Section 2. The County authorizes the inclusion of the Property in the Park.

Section 3. The Agreement provides that any business or commercial enterprise locating in the Park shall pay a fee-in-lieu of ad valorem taxes (the "Fee") pursuant to Article VIII, Section 13 of the South Carolina Constitution and the Act, with such Fee being paid to the county treasurer for the County in which the Property is located. With respect to Property located in Oconee County and relating to the Projects, the County shall pay to Pickens County its share of the Fee, if any, pursuant to the Agreement, and after payment of any other share of the Fee under the County's obligations with respect to the Projects, the Fee retained by the County, if any, shall be paid as follows: Sixty-six percent (66%) of the remaining Fee ("Remainder") to the Economic Development Capital Projects Fund of the County, one percent (1%) each, of the Remainder to all other entities for whom taxes are levied over the Property except for the County, and the rest of the Remainder to the General Fund of the County, and zero percent (0%) to all other political subdivisions in the County.

Section 4. The Chair, the County Administrator and the Clerk (or their respective designees) are authorized to execute whatever other documents and take whatever further actions as may be necessary to effect the intent of this Ordinance.

Section 5. If any part of this Ordinance is unenforceable, the remainder is unaffected.

Section 6. Any ordinance, resolution or order, the terms of which conflict with this Ordinance, is, only to the extent of that conflict, repealed.

Section 7. This Ordinance is effective after third and final reading.

Signatures on Following Page

OCONEE COUNTY, SOUTH CAROLINA

Edda Cammick, Chair of Oconee County Council
Oconee County, South Carolina

(SEAL)
ATTEST:

Katie Smith, Clerk to Oconee County Council
Oconee County, South Carolina

READINGS:

First Reading: April 10, 2018
Second Reading: April 24, 2018
Public Hearing: []
Third Reading: []

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

(See attached)

EXHIBIT B
LEGAL DESCRIPTION OF PROPERTY

[TO BE INSERTED]

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 of the Code of Laws. 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 Oconee County and which is now or will be owned and/or operated by Casto Oconee, LLC and Clemson Family Investors, LLC, or their assigns, as more particularly described on **Exhibit A (Oconee)** attached hereto (collectively, the "Property"). 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 ordinances 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 enacted ordinances 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 ordinances are enacted, and there shall be attached hereto a revised **Exhibit A (Oconee)** or a revised **Exhibit B (Pickens)** 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 ordinances of the Oconee County Council and the Pickens County Council pursuant to which such enlargement or diminution was authorized.

(c) Prior to the adoption by the Oconee County Council and the Pickens County Council of any ordinance authorizing the enlargement or diminution of the boundaries of the Park, the respective Councils shall comply with the provisions of the Home Rule Act concerning the adoption of ordinances and the requirements of public hearings regarding the same. In addition, notice of any required public hearing shall be served in the manner provided by the South Carolina Rules of Civil Procedure at least fifteen (15) days prior to such public hearing upon the owner and, if applicable, the lessee of any real property which would be excluded from the boundaries of the Park.

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.** Oconee County and Pickens 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 Oconee County portion of the Park:

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

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

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

5. **Allocation of Revenues.** Oconee County and Pickens 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 Oconee County portion of the Park:

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

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

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

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. 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.

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 Oconee County and Pickens 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 in respect of 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 "Oconee County Taxing Entities" and the "Pickens County Taxing Entities") in accordance with the one or more ordinances enacted or to be enacted by the County Council of each such County (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 Pursuant to Title 4 or Title 12 of the Code. It is hereby agreed that the entry by 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 or any successor or comparable statutes ("Negotiated FILOT Agreements"), with respect to property located within the Oconee County portion of the Park and the terms of such Negotiated FILOT Agreements shall be at the sole discretion of Oconee County. It is further agreed that entry by Pickens County into one or more negotiated FILOT Agreements with respect to property located within the Pickens County portion of the Park and the terms of such Negotiated FILOT Agreements shall be at the sole discretion of Pickens County.

9. Assessed Valuation. In accordance with Section 4-1-170 of the South Carolina Code of Laws, as amended, 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) of the South Carolina Code of Laws Annotated, as amended, allocation of the assessed value of all property located within the Park to each County and to each of the Oconee County Taxing Entities and Pickens 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 Oconee County including zoning, health and safety, and building code requirements shall apply to the Park properties located in the Oconee portion of the Park 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 Pickens County including zoning, health and safety, and building code requirements shall apply to the Park properties located in the Pickens portion of the Park 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 in Oconee County is vested with the Sheriff's Department of Oconee County. Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park properties located in Pickens County is vested with the Sheriff's Department of Pickens County. If any of the Park properties located in either Oconee County or Pickens 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 provision or any part of a provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or any other provision or part of a provision of this Agreement, 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, 2059, 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 Oconee County or Pickens County has outstanding, contractual commitments, covenants, or agreements to any owner or lessee of Park property, including, but not limited to, Casto Oconee, LLC or Clemson Family Investors, LLC, to provide, or to facilitate the provision of, special source revenue credits, rebates, or other payments, including, but not limited to, those set forth in that certain Fee Agreement by and between Oconee County and Casto Oconee, LLC dated as of June 2, 2015 or that certain Public Infrastructure Reimbursement Agreement by and between Oconee County and Clemson Family Investors, LLC dated as of April ____, 2018, each as 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.

OCONEE COUNTY, SOUTH CAROLINA

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

(SEAL)

ATTEST:

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

PICKENS COUNTY, SOUTH CAROLINA

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

(SEAL)

ATTEST:

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

EXHIBIT A (OCONEE)

Oconee County Property

TRACT 1:

All that certain piece, parcel or lot of land being in the State of South Carolina, County of Oconee, being shown and designated as 2.981 acres, more or less on a survey entitled **ALTA/ACSM LAND TITLE SURVEY FOR NEWSRING CHURCH, INC.**, prepared by Freeland & Associates, Inc., recorded September 25, 2013, in Plat Book B-449 at Pages 6 and 7, in the Register of Deeds Office for Oconee County, South Carolina. For a more complete metes and bounds description reference is hereby made to said plat.

AND

TRACT 2:

All that certain piece, parcel or lot of land being in the State of South Carolina, County of Oconee, being shown and designated as Tract 1 containing 42.468 acres on that certain Boundary Survey for Newspring Church, Inc. prepared by 3D Land Surveying, dated November 21, 2014 and recorded February 19, 2015, in Plat Book B-494 at Pages 1 and 2 in the Register of Deeds Office for Oconee County, South Carolina. For a more complete metes and bounds description reference is hereby made to said plat.

TMS: 227-00-02-031, 227-00-02-032, 227-00-02-033, 227-00-02-034, 227-00-02-035, 227-00-02-036, 227-00-02-037, and 227-00-02-001.

EXHIBIT B (PICKENS)

Pickens County Property

None

DRAFT

**STATE OF SOUTH CAROLINA
OCONEE COUNTY
RESOLUTION R2018-06**

A RESOLUTION AUTHORIZING AND AFFIRMING THE ESTABLISHMENT OF THE SENECA RAIL PARK (THE “PARK”); APPROVING AND AUTHORIZING THE EXECUTION AND RECORDATION OF RESTRICTIVE COVENANTS GOVERNING THE OPERATION OF THE PARK AND THE USE AND DEVELOPMENT OF PROPERTY LOCATED WITHIN THE PARK; DESIGNATING THE OCONEE COUNTY ADMINISTRATOR AS THE COUNTY’S AGENT WITH REGARD TO CERTAIN TERMS OF THE RESTRICTIVE COVENANTS; AND OTHER MATTERS RELATED THERETO.

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

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

WHEREAS, the County is the owner of that certain piece, parcel, or tract of land located in the County and commonly known as the Seneca Rail Park, containing 111 acres, more or less, (the “Property”), being the same property deeded to the County by Propex Operating Company, LLC by deed dated April 24, 2012 and recorded in the Office of the Register of Deeds for Oconee County on April 25, 2012 in Deed Book 1894, pages 221-225; and

WHEREAS, the County Council wishes to facilitate the development of a County business and industrial park entitled the “Seneca Rail Park” (the “Park”) on the Property, or a portion thereof, and has found and determined that it is in the best interest of the County and its citizens to impose certain restrictive covenants on some or all of the Property for the purpose of facilitating the productive, efficient development of the Park; and

WHEREAS, the County Council has reviewed and wishes to approve the adoption of the Declaration of Covenants, Conditions, Restrictions, and Easements for the Seneca Rail Park (the “Restrictive Covenants”), a copy of which is attached hereto as Exhibit A, in furtherance of the proper establishment and development of the Park, and wishes to authorize such Restrictive Covenants to be recorded as running with the Property and the Park; and

WHEREAS, County Council, as the governing body for Oconee County, is granted certain administrative authority by the Restrictive Covenants with regard to granting or denying certain approvals and taking certain actions as Declarant and/or until the creation of the Association and the Architectural Review Board (as defined in the Restrictive Covenants), and wishes to designate the Oconee County Administrator as its sole agent in those regards.

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

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

APPROVED AND ADOPTED this ____ day of _____, 2018.

OCONEE COUNTY, SOUTH CAROLINA

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

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

Exhibit A

[see attached]

EXHIBIT A

**DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS, AND EASEMENTS
FOR
THE SENECA RAIL PARK**

Declarant:

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

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**DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS, AND EASEMENTS FOR
THE SENECA RAIL PARK**

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS (this “Declaration”) is made as of the ___ day of _____, 2018 by Oconee County, South Carolina, a body politic and corporate and political subdivision of the State of South Carolina (“Declarant”), for the purpose of subjecting that certain piece, parcel, or tract of land, located in Oconee County, South Carolina, commonly known as the Seneca Rail Park (the “Property”), such Property being more specifically shown on Exhibit A attached hereto and incorporated herein by reference, to certain covenants, conditions, restrictions, and easements, subject to which the Property is to be held, used, improved, transferred, and conveyed.

RECITALS

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

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

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

ARTICLE I
GENERAL PROVISIONS

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

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

between structures; and to provide adequately for high quality improvement and development of the Property.

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

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

Section 1.04 Definitions.

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

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

c. **Building Site:** "Building Site" shall mean any parcel or parcels of land, or portions thereof, situate in the Property, and conveyed or leased by Declarant for development of an industrial, office, warehousing, distribution, engineering, research facility, or laboratory site, and any other such use as shall be approved by the Architectural Review Board.

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

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

f. **Improvements:** "Improvements" shall mean any and all betterments, constructed property, and/or improvements of any Building Site, or any portion thereof, and shall include, by way of example and not limitation, all changes in site topography, underground utilities, buildings, outbuildings, parking areas, loading areas, fences, hedges, landscaping, mass plantings, poles, signs, monuments, sculptures, driveways, drives, lawns, trees and shrubs, and any structure of any type or kind.

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

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

i. **Property:** "Property" shall mean that Property shown on Exhibit "A" that is attached hereto and made a part hereof.

ARTICLE II

REGULATION OF IMPROVEMENTS

Section 2.01 Approval of Plans and Specifications. No Improvements shall be constructed, erected, placed, altered, maintained, or permitted on any Building Site until the plans and specifications therefor have been approved by the Architectural Review Board.

Section 2.02 Pre-Construction Meeting. Prior to the commencement of construction on any Building Site, including site grading, a pre-construction meeting shall be conducted. The meeting shall include the Architectural Review Board's representative, the Owner or Owner's representative, and the contractor, including the site-grading contractor.

Section 2.03 Construction Vehicular Traffic. During construction, the Architectural Review Board shall have access to the Building Site and the right to control construction traffic .

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

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

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

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

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

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

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

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

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

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

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

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

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

a. Materials are an important component of signage and should be compatible with the design of the face of the façade where they are placed. Elected materials should contribute to the legibility of the sign. Following is a list of recommended materials for signage:

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

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

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

iv. Wood signs are discouraged because they require more frequent ongoing maintenance. Furthermore, they are inconsistent with the intended technology / industrial identity of the Property.

v. Cloth signs are prohibited.

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

c. Signage must conform to the following standards:

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

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

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

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

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

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

- vii. Signs may not be located within dedicated easements.
- viii. Strip lighting rather than floodlights shall be used for sign lighting.

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

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

Section 2.10 Parking.

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

Section 2.11 Curb Cuts and Driveways. No curb cuts or driveway access shall be allowed on any external highway or right of way abutting the Property from any Building Site without prior consent of the Architectural Review Board, and all Building Site access to such highways or right of ways shall be across paved Common Area roadways. No access to any other roads outside the boundaries of the Property will be allowed, except as may be approved by the Architectural Review Board in its sole discretion, provided such approval or refusal is not in violation of applicable ordinances or other governmental regulations.

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

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

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

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

Section 2.16 Maintenance of Building and Landscaped Areas.

a. Each Owner of any Building Site shall keep all Improvements thereon in a safe, clean, maintained, and neat condition and shall comply in all regards with all governmental statutes, ordinances, regulations and health, police and fire requirements. Each such Owner shall remove at its own expense, on a regular basis, any rubbish or trash of any type which may accumulate on its Building Site.

b. Rubbish, trash, garbage, or other waste shall be kept only in sanitary containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition, and, when maintained outdoors on the Building Site, shall

be protected from the view of any street or other right of way by appropriate buffering. Rubbish and trash shall not be permitted to accumulate or be disposed of on the Property by burning or burial.

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

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

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

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

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

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

Section 2.17 Height Restrictions. No building or appurtenance including, but not limited, to water towers, standpipes, penthouses, elevators or elevator equipment, stairways, ventilation fans or similar equipment required to operate and maintain any building, fire or parapet walls, skylights, tanks, cooling or other towers, wireless radio or television masts, or flagpoles shall exceed a height of two hundred (200') feet above the finished building grade without the prior written approval of the Architectural Review Board.

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

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

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

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

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

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

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

Section 2.22 Easements.

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

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

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

ARTICLE III OPERATION STANDARDS

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

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

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

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

Section 3.02 Damage to or Destruction of Improvements. Any Improvements on any Building Site damaged in whole or in part by fire, windstorm, tornado, vandalism, strike or civil disorder, or the like, shall be repaired, restored, or replaced immediately, including the removal of debris, or should it be determined by the Owner thereof not to repair or replace such Improvements, then the Owner, at its expense, shall demolish and remove the damaged Improvement from its Building Site and thereafter maintain the Building Site in a graded, maintained condition until the Building Site is again improved in accordance with the provisions hereof. In no instance shall any damaged Improvement remain on the Building Site unrepaired or unremoved for a period in excess of ninety (90) days from the date of said casualty.

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

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

ARTICLE IV

ASSOCIATION PURPOSE, RESPONSIBILITIES AND ASSESSMENT

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

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

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

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

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

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

Section 4.04 Purpose of Assessments. The assessments shall be levied by the Board of Directors of the Association solely for the care, maintenance, improvement, repair, and operation of Association properties, including the landscaped entrances, the road and rights of way, drainage systems, street lighting systems, and other Common Areas. Assessments by the Association shall be used to support services which the Association is authorized or required to provide including, but not limited to, the payment of taxes and governmental assessments on Common Areas, the purchase of insurance, providing security for the Property, the operation and maintenance of street lights and a drainage system where provided, the construction of Common Area Improvements, the enforcement of the provisions of this Declaration, the ownership, operation and maintenance of the private portions of the road system, the cutting of grass on Association properties, and the payment of the costs to obtain labor, professional services, equipment, materials, management, and supervision necessary to carry out the functions of the Association. Notwithstanding any provision of this Declaration to the contrary, the

Association's funds shall not exceed its expected expenses and reasonable reserves to such an extent as to cause the Association to lose its non-profit status.

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

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

Section 4.06 Effect of Nonpayment of Assessments and Other Amounts Due; Remedies of the Association. Any assessment or installment thereto or any other amount due under the provisions of this Declaration which is not paid within thirty (30) days after the due date shall bear interest from the due date at a rate to be fixed from time to time by the Association's Board of Directors, but in any event not less than ten (10%) percent per annum or more than eighteen (18%) percent per annum. The Association by action of its Board of Directors is hereby empowered to file a statement of lien against the affected Building Site for delinquent assessments and any other amounts due under the provisions of this Declaration and may bring an action at law or in equity against the Owner of the Building Site and/or may foreclose the lien against the Building Site under legal or equitable proceedings in the courts of South Carolina. Recovery shall include expenses, court costs and reasonable attorney's fees. Any statement of lien shall be filed in the Office of the Register of Deeds for Oconee County or such other location, as hereafter may be designated for the recording of public records of real estate mortgages. The Association (or the Declarant, until such time as the Association is formed) or its successors and assigns, is hereby designated as attorney-in-fact for each Owner for the purposes of executing and recording a statement of lien for any assessment or other amount not paid when due. Each Owner, by purchasing a Building Site subject to this Declaration, irrevocably consents for itself and its heirs, successors, or assigns to the filing of a statement of lien by the Association or the Declarant and consents to the recording and indexing of such Statement of Lien against the Owner and the Building Site in the public records of Oconee County, South Carolina. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of Common Areas.

Section 4.07 Subordination of Assessment Lien to Mortgages. The liens of the regular and special assessments and all other lien rights provided for herein are declared hereby to be

subordinate to the lien of any first mortgage and, where approved in writing by the Declarant, any second mortgage, held by an Institutional Lender (as defined in Section 6.02 hereof) on any Building Site or improvement thereon. The sale or transfer of any Building Site pursuant to mortgage foreclosure (or deed in lieu thereof) shall extinguish the lien of any assessment of claim which became due prior to the effective date of the sale or transfer, but shall not terminate personal liability of persons or entities liable therefor. The sale or transfer of any Building Site not pursuant to mortgage foreclosure, or proceedings in lieu thereof, shall not affect the assessment lien.

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

ARTICLE V

APPROVAL OF PLANS; VARIANCES; EASEMENTS

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

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

Section 5.03 Time for Approval. If the Architectural Review Board fails to either approve or disapprove such plans and specifications within thirty (30) days after a complete package of the same has been received by the Architectural Review Board, the Architectural Review Board shall be conclusively presumed to have approved said plans and specifications unless within the first fifteen (15) days of that period the Architectural Review Board shall have notified the applicant that the submission is insufficient, such notice to specify the deficiencies

with particularity. In that event, the thirty (30) day period shall run from receipt of additional items needed to constitute a complete submission; provided, however, that in all events such plans and specifications and the Improvements in all events based thereon must comply in all other respects with the requirements set forth herein and all County regulations, including, without limitation, building code and zoning standards, unless specifically provided otherwise.

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

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

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

Section 5.07 Declarant Powers and Duties. To the extent an Architectural Review Board has not been created or established, or has been created or established but has subsequently been terminated or ceased to exist for any reason, Declarant shall have and hold all rights, duties, obligations, and powers reserved or granted to an Architectural Review Board, as set forth in this Declaration.

ARTICLE VI

TRANSFER OF UNIMPROVED LOTS

Section 6.01 Declarant's Right of First Refusal. No Building Site and no interest therein, upon which a building has not been constructed (and a certificate of occupancy issued

therefor) shall be sold or transferred unless and until the Owner of such Building Site shall have first offered to sell such Building Site to Declarant and Declarant has waived its right to purchase said Building Site.

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

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

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

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

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

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

ARTICLE VII
ENFORCEMENT

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

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

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

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

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

ARTICLE VIII
TERM, TERMINATION, MODIFICATION,
ASSIGNMENT, AND ANNEXATION

Section 8.01 Termination and Modification. This Declaration, or any provision hereof, or any covenant, condition, or restriction contained herein, may only be terminated, extended, modified, or amended with the written consent of the Owners of a majority of the total acreage of the Property; provided, however, that no such termination, extension, modification, or amendment shall be effective without the written approval of the Declarant for so long as Declarant owns any part of the Property. Declarant reserves the right to amend this Declaration without approval of any Owner for a period of one (1) year from the date hereof, provided that such amendment does not adversely affect the character and quality of the Park and does not materially adversely affect the rights of any Owner. No amendment to this Declaration shall be effective with respect to Building Sites sold prior to the date of the amendment unless such

amendment is consented to by the Owner of such Building Site.

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

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

Section 8.04 Annexation. Declarant may, at any time, make subject to this Declaration other properties now or hereafter owned by the Declarant or the Association by executing an instrument in writing applying this Declaration to such other properties and by recording the same in the office of the Register of Deeds for Oconee County. Upon such recordation (1) this Declaration shall run with the Property already subject thereto and with such additional property as if such Declaration had always applied to all of said land from the date of its inception; and (2) wherever thereafter in construing this Declaration reference is made to "Property" said term shall mean and include not only the property described in Exhibit A hereto, but also such additional properties as may be made subject to this Declaration. When extending this Declaration to cover additional properties, Declarant may specifically alter or amend any provision of this Declaration with respect to such additional properties if, in Declarant's sole judgment, such alteration or amendment is necessary for the proper use and development of the additional properties and consistent with the overall intent and purpose of this Declaration. Except as specifically set forth above, additional property and Common Area may be annexed to the Property only with the consent of Owners holding a majority of the voting rights in the Association.

ARTICLE IX

MISCELLANEOUS PROVISIONS

Section 9.01 Construction Notice and Acceptance. Every Owner that now or hereafter owns or acquires any rights, title, or interest in or to any portion of the Property is and shall be

conclusively deemed to have consented and agreed to and assumed every covenant, condition, and restriction contained herein, whether or not any reference to this Declaration is contained in the instrument by which such entity acquired an interest in the Property.

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the undersigned have caused these presents to be executed by its duly authorized representative as of _____, 2018.

WITNESS:

DECLARANT:

Oconee County, South Carolina

By:
Its:

STATE OF SOUTH CAROLINA)

ACKNOWLEDGMENT

COUNTY OF OCONEE)

The foregoing instrument was acknowledged before me this ___ day of _____, 2018 by _____, the _____ of Oconee County, South Carolina, a body politic and corporate under the laws of the State of South Carolina, on behalf of the County.

Notary Public for _____

My commission expires: _____

Exhibit A

See attached

— The —
FOOTHILLS
FARMSTEAD
c.1925





Boards & Commissions

Boards & Commissions	State / OC Code Reference	Reps [DX-At Large]	Co-Terminus	Term Limits	4 Year Term	Meeting Date to Appoint	Edda Cammick	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 Chiles [2]	A. Brightwell [1]	Michael Gray [<1]
Ag. Advisory Board	2016-17	5 - 2	YES	n/a	YES	Jan - March	Debbie Sewell [<1]	Doug Hollifield [<1]	Sandra Gray	Ed Land [<1]	Vickie Willoughby [<1]	Kim Alexander [<1]	Rex Blanton [<1]
Arts & Historical Commission	2-321	5 - 2	YES	2X	YES	Jan - March	Bette Boreman [1]	Libby Imbody [1]	Mariam Nooral [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]	Ryan Honea	Josh Lusk [1]	Charles Morgan [<1]
Building Codes Appeal Board		5 - 0	YES	2X	YES	Jan - March	George Smith [1]	Matt 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]	Ernie Lombard [1]	Jennifer Moss [1]	Marvin Prater [2]	Frank Ables [1]	Richard Cain [2]	Frances Rundlett [1]
Destination Oconee 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	Hal Welch [2]
PRT Commission (members up for reappointment due to initial stagger)	6-4-25 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. Caster [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]	Alex Vassey	Frankie Pearson [1]	Stacy Lyles [1]	Gwen McPhail	Mike Johnson
Anderson-Oconee 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)													
Oconee Business Education Partnership	N/A	N/A	NO	N/A	NO	January	Mr. Julian Davis, District IV						
Oconee 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. Cammick [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 Italic TEXT denotes member ineligible for reappointment - having served or will complete serving max # of terms at the end of their current term.

2018 STRATEGIC PLAN REPORT

“Setting Goals is the first step in turning the invisible into the visible.”

Tony Robbins

Scott Moulder, County Administrator

3/15/2018



BACKGROUND

Since 2011, Oconee County Council and Administrative Staff have held an annual planning retreat to review the previous year's accomplishments, and to discuss short and long term priorities for the upcoming year. This session serves an important role in starting the annual budget process for the County as well as establishing guidelines and direction for the Administrator and staff.

The 2018 retreat was held on Friday, March 2, in Oconee County Council Chambers. In attendance were all five (5) Council Members; the County Administrator; County Attorney; members of staff; interested citizens; and members of the local media.

PLAN DEVELOPMENT FORMAT

The 2018 strategic planning process was modified to incorporate each of five County Council Committee's priorities into the process. Each Committee met prior to the date of the Retreat, and established goals relative to their specific committee's responsibilities. This format provided a streamlined process, and offered the members of each committee an environment in which the members had more time, in smaller groups, to evaluate goals and priorities prior to them being presented to full Council.

The Administrator compiled each committee's prioritized goals and presented the total list of priorities to the full council during the March 2 Strategic Planning process. This allowed each of the priorities provided to be evaluated by the full Council utilizing a scoring sheet developed by the Finance Department. The respective Committee goals are as follows:

Real Estate, Facilities, & Land Management

Julian Davis – Chair

- *New Facility for Westminster Magistrate Court*
- *Security Improvements at the Pine Street Administrative Office*
- *Upgrade County Parks / Remodel Facilities for ADA Compliance*

Law Enforcement, Public Safety, Health & Welfare

Wayne McCall – Chair

- *Recycling Center Remodel/Improvements*
- *Ambulance Service Expansion*
- *Finalize EMS Improvement Plan*
- *Increase number of Sheriff's Office Investigators*
- *Expansion of Youth Activities - Sheriff's Office Mentor Program*

Transportation

Glenn Hart – Chair

- *Sewer South Expansion (Interstate Service)*

- *Simplified Process for Road Approval/Acceptance*
- *Scanning of Plats 1992 and prior in Register of Deeds office*
- *Parking Improvements / Crosswalk at Lakeview Assisted Living*

Planning & Economic Development

Paul Cain – Chair

- *Increase Workforce Housing – Less than \$150,000*
- *Industrial Recruitment*
- *Continue Developing County Industrial Property*
- *Expand Sewer South to Interstate*
- *City Partnerships to encourage Downtown Revitalization & Growth*
- *Comprehensive Bike/Pedestrian Trails Plan*
- *Develop Technology Incubator*
- *Continue Gateway Signage replacement plan*
- *Corridor Planning for Highway 123*

RETREAT FORMAT

County Council convened the Strategic Planning Retreat at 9:00 AM on March 2, 2018. The Agenda included the Annual County Financial Analysis presentation by the Administrator, in addition to a review of the prior year goals and accomplishments.

The Administrator then presented a summary of the aforementioned Committee goals, and established the procedure by which the goals will be prioritized for plan inclusion. Council Members were asked to identify their top five (5) priorities as listed on their Scoring Sheet.

A weighted score was given to priorities 1 to 5, with descending values for lower priorities. Total points were then calculated, and those with the highest points were ranked in order of priority.

A copy of the final Scoring Sheet is attached to this report, which includes the priorities of individual Council Members, by District.

RESULTS

Listed below are the FY 2018 / 2019 Goals in order of highest priority, as established by County Council. Each of the following goals was identified as a priority by at least one (1) member of Council:

1. *New Facility for Westminster Magistrate Court*
2. *Expand Sewer South to Interstate*
3. *Recycling Center Remodel/Improvements*
4. *Industrial Recruitment*
5. *Upgrade County Parks / Remodel Facilities for ADA Compliance*
6. *Increase number of Sheriff's Office Investigators*

- 7. Increase Workforce Housing – Less than \$150,000*
- 8. Comprehensive Bike/Pedestrian Trails Plan*
- 9. Corridor Planning for Highway 123*
- 10. City Partnerships to encourage Downtown Revitalization & Growth*
- 11. Finalize EMS Improvement Plan/ Ambulance Service Expansion*
- 12. Develop Technology Incubator*
- 13. Simplified Process for Road Approval/Acceptance*
- 14. Expansion of Youth Activities-Sheriff's Office Mentor Program*

While none the five items listed below received a priority vote during the planning session, staff's immediate focus will not be directed towards addressing any the items. However, if opportunity arises, a recommendation will be presented to County Council for consideration.

- Improvements to Pine Street Administrative Offices Security
- Scanning of Plats 1992 and prior
- Parking Improvements & Crosswalk at Lakeview Assisted Living
- Continue Developing County Industrial Property
- Continue Gateway Signage replacement plan

County Council's establishment of the FY 2018 / 2019 priorities provide the Administrator the information required to present a budget that identifies possible funding mechanisms to accomplish the goals as established by County Council.

LEGAL NOTICES**LEGALS**

The successful bidder will be required to pay interest on the balance of the bid from the date of sale to date of compliance with the bid at the rate of 5.625% per annum. The Plaintiff may waive any of its rights, including its right to a deficiency judgment, prior to sale.

The sale shall be subject to taxes and assessments, existing easements and restrictions of record. This sale is subject to all title matters of record and any interested party should consider performing an independent title examination of the subject property as no warranty is given.

The sale will not be held unless either Plaintiff's attorney or Plaintiff's bidding agent is present at the sale and either Plaintiff's attorney or Plaintiff's bidding agent enters the authorized bid of Plaintiff for this captioned matter. In the alternative, Plaintiff's counsel, if permitted by the Court, may advise this Court directly of its authorized bidding instructions. In the event a sale is inadvertently held without Plaintiff's Counsel or Counsel's bidding agent entering the authorized bid of Plaintiff for this specifically captioned matter, the sale shall be null and void and the property shall be re-advertised for sale on the next available sale date. Neither the Plaintiff nor its counsel make representations as to the integrity of the title or the fair market value of the property offered for sale. Prior to bidding you may wish to review the current state law or seek the advice of any attorney licensed in South Carolina.

Beverly H. Whitfield
Clerk of Court for Oconee County
Scott and Correy, P.A.
Attorney for Plaintiff

Notice of Public Hearing
There will be a public hearing at 6pm, Tuesday, April 24, 2018 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 2018-09
AN ORDINANCE APPROVING, CONFIRMING, RATIFYING AND/OR AUTHORIZING CERTAIN ACTS AND AGREEMENTS BY AND BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND BORGWARNER PDS (USA) INC. THE "COMPANY"; AUTHORIZING THE EXECUTION AND DELIVERY OF A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN OCONEE COUNTY AND BORGWARNER PDS (USA) INC. MEMORIALIZING THE FOREGOING; AND OTHER MATTERS RELATED THERETO, INCLUDING, WITHOUT LIMITATION, REVISING THE DISTRIBUTION OF REVENUE FROM A COMPANY PROPERTY.

LEGAL NOTICES**LEGALS**

Notice of Public Hearing
There will be a public hearing at 6pm, Tuesday, April 24, 2018 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 2018-07
AN ORDINANCE AUTHORIZING THE EXECUTION, DELIVERY, AND IMPLEMENTATION OF AN INTER-GOVERNMENTAL AGREEMENT BETWEEN OCONEE COUNTY, THE CITY OF WALHALLA, AND MICHAEL CRENSHAW, AS SHERIFF FOR OCONEE COUNTY, IN RELATION TO LAW ENFORCEMENT AT COUNTY FACILITIES AND DURING COUNTY MEETINGS; AND OTHER MATTERS RELATED THERETO.

Notice of Public Hearing
There will be a public hearing at 6pm, Tuesday, April 24, 2018 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 2018-10
AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN EQUIPMENT LEASE-PURCHASE AGREEMENT IN THE AMOUNT OF NOT EXCEEDING \$365,000 TO DEFRAY THE COSTS OF ACQUIRING VARIOUS EQUIPMENT; AUTHORIZING THE COUNTY ADMINISTRATOR TO DETERMINE CERTAIN MATTERS; AND OTHER MATTERS RELATING THERETO.

NOTICE OF SALE
BY VIRTUE OF a decree heretofore granted in the case of: The Bank of New York Mellon Trust Company, N.A. (successor to JPMorgan Chase Bank, N.A., successor to the Chase Manhattan Bank, successor to Chemical Bank), as trustee for IMC Home Equity Loan Trust 1997-2 vs. Anthea R. McClain; William F. McClain, II; South Carolina Department of Revenue; The United States of America acting by and through its agency The Internal Revenue Service; Oconee Memorial Hospital; Diversified Capital Corporation of Tennessee; CIA No. 2018CP3700532. The following property will be sold on April 2, 2018, at 11:00 AM at the Oconee County Courthouse to the highest bidder. All that certain piece, parcel or lot of land lying and being situate in the State of South Carolina, County of Oconee, near the city of Seneca, being known and designated as Lot Number One(1) on a plat entitled Property of D. L. Hanvey prepared by John B. Earle, RLS No. 2721, dated November 13, 1983 and recorded June 3, 1984 in Plat Book W at Page

LEGAL NOTICES**LEGALS**

91, records of Oconee County, South Carolina. Reference to said plat is hereby made for a more complete metes and bounds description thereof.

Derivation: Book 887 at Page 206, 117 Hanvey Dr., Seneca, SC 29672-2418

Subject to a right of redemption 120 day from date of sale afforded the United States of America pursuant to 28 U.S.C.A. §2410(c).

225-00-02-013
SUBJECT TO ASSESSMENTS, OCONEE COUNTY AD VALOREM TAXES, EASEMENTS AND/OR, RESTRICTIONS OF RECORD, AND OTHER SENIOR ENCUMBRANCES.

TERMS OF SALE: A 5% deposit in certified funds is required. The deposit will be applied towards the purchase price unless the bidder defaults, in which case the deposit will be forfeited. If the successful bidder fails, or refuses, to make the required deposit, or comply with his bid within 20 days, then the property will be resold at his risk. No personal or deficiency judgment being

demanded, the bidding will not remain open after the date of sale, but compliance with the bid may be made immediately. The successful bidder will be required to pay interest on the amount of the bid from date of sale to date of compliance with the bid at the rate of 6.25% per annum. For complete terms of sale, see Judgment of Foreclosure and Sale filed with the Oconee County Clerk of Court at CIA #2018CP3700532. Subject to a right of redemption 120 day from date of sale afforded the United States of America pursuant to 28 U.S.C.A. §2410(c).

NOTICE: The foreclosure deed is not a warranty deed. Interested bidders should satisfy themselves as to the quality of title to be conveyed by obtaining an independent title search prior to the foreclosure sale date.

Beverly H. Whitfield
Clerk of Court for
Oconee County
John J. Hearn
Attorney for Plaintiff
P.O. Box 100200
Columbia, SC 29202-3200
(803) 744-4444
011647-04165

PUBLIC NOTICE
OCONEE COUNTY COUNCIL will hold a Special Meeting on **Thursday, March 29, 2018 at 6:30 p.m.** (or immediately following the Special Workshop Meeting with the Planning Commission) for the purpose of entering into Executive Session to receive legal advice related to an Economic Development matter, Project Omega.

**CALL 882-2375
TO ADVERTISE**

SERVICE FINDER

ALL PROFESSIONALS FOR ALL YOUR SERVICE NEEDS

PUBLISHER'S AFFIDAVIT

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE**

OCONEE COUNTY COUNCIL

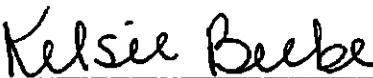
IN RE: NOTICE OF PUBLIC HEARING ON APRIL 24, 2018 AT 6PM - ORDINANCE 2018-07

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 03/27/2018 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
03/27/2018



Kelsie Beebe
Notary Public
State of South Carolina
My Commission Expires February 13, 2028

KELSIE BEEBE
Notary Public, State of South Carolina
My Commission Expires 2/13/2028

LEGAL NOTICES

LEGALS

The successful bidder will be required to pay interest on the balance of the bid from the date of sale to date of compliance with the bid at the rate of 5.25% per annum. The Plaintiff may waive any of its rights, including its right to a deficiency judgment, prior to sale. The sale shall be subject to taxes and assessments, existing easements and restrictions of record. This sale is subject to all title matters of record and any interested party should consider performing an independent title examination of the subject property as no warranty is given.

The sale will not be held unless either Plaintiff's attorney or Plaintiff's bidding agent is present at the sale and either Plaintiff's attorney or Plaintiff's bidding agent enters the authorized bid of Plaintiff for this captioned matter. In the alternative, Plaintiff's counsel, if permitted by the Court, may advise this Court directly of its authorized bidding instructions. In the event a sale is inadvertently held without Plaintiff's Counsel or Plaintiff's bidding agent entering the authorized bid of Plaintiff for this specifically captioned matter, the sale shall be null and void and the property shall be re-advertised for sale on the next available sale date. Neither the Plaintiff nor its counsel make representations as to the integrity of the title or the fair market value of the property offered for sale. Prior to bidding you may wish to review the current state law or seek the advice of any attorney licensed in South Carolina.

Beverly H. Whitfield
Clerk of Court for Oconee County
Scott and Corley, P.A.
Attorney for Plaintiff

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LEGAL NOTICES

LEGALS

Notice of Public Hearing
There will be a public hearing at 6pm, Tuesday, April 24, 2018 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 2018-07
AN ORDINANCE AUTHORIZING THE EXECUTION, DELIVERY, AND IMPLEMENTATION OF AN INTER-GOVERNMENTAL AGREEMENT BETWEEN OCONEE COUNTY, THE CITY OF WALHALLA, AND MICHAEL CRENSHAW, AS SHERIFF FOR OCONEE COUNTY, IN RELATION TO LAW ENFORCEMENT AT COUNTY FACILITIES AND DURING COUNTY MEETINGS; AND OTHER MATTERS RELATED THERETO.

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STATE OF SOUTH CAROLINA
OCONEE COUNTY
Ordinance 2018-10
AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN EQUIPMENT LEASE-PURCHASE AGREEMENT IN THE AMOUNT OF NOT EXCEEDING \$365,000 TO DEFRAY THE COSTS OF ACQUIRING VARIOUS EQUIPMENT; AUTHORIZING THE COUNTY ADMINISTRATOR TO DETERMINE CERTAIN MATTERS; AND OTHER MATTERS RELATING THERETO.

NOTICE OF SALE

BY VIRTUE OF a decree heretofore granted in the case of: The Bank of New York Mellon Trust Company, N.A. (successor to JPMorgan Chase Bank, N.A., successor to the Chase Manhattan Bank, successor to Chemical Bank), as trustee for IMC Home Equity Loan Trust 1997-2 vs. Cynthia R. McClain; William F. McClain, II; South Carolina Department of Revenue; The United States of America acting by and through its agency The Internal Revenue Service; Oconee Memorial Hospital; Diversified Capital Corporation of Tennessee; CIA No. 2016CP3700532.

The following property will be sold on April 2, 2018, at 11:00 AM at the Oconee County Courthouse to the highest bidder.

All that certain piece, parcel or lot of land lying and being situate in the State of South Carolina, County of Oconee, near the city of Seneca, being known and designated as Lot Number One(1) on a plat entitled Property of D. L. Harvey prepared by John B. Earle, RLS No. 2721, dated November 13, 1963 and recorded June 3, 1964 in Plat Book W at Page

LEGAL NOTICES

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91, records of Oconee County, South Carolina. Reference to said plat is hereby made for a more complete notes and bounds description thereof.

Derivation: Book 867 at Page 206
117 Hanvey Dr, Seneca, SC
29672-2418

Subject to a right of redemption 120 day from date of sale afforded the United States of America pursuant to 28 U.S.C.A. §2410(c).

225-00-02-013
SUBJECT TO ASSESSMENTS, OCONEE COUNTY AD VALOREM TAXES, EASEMENTS AND/OR RESTRICTIONS OF RECORD, AND OTHER SENIOR ENCUMBRANCES.

TERMS OF SALE: A 5% deposit in certified funds is required. The deposit will be applied towards the purchase price unless the bidder defaults, in which case the deposit will be forfeited. If the successful bidder fails, or refuses, to make the required deposit, or comply with his bid within 20 days, then the property will be resold at his risk. No personal or deficiency judgment being demanded, the bidding will not remain open after the date of sale, but compliance with the bid may be made immediately. The successful bidder will be required to pay interest on the amount of the bid from date of sale to date of compliance with the bid at the rate of 6.25% per annum. For complete terms of sale, see Judgment of Foreclosure and Sale filed with the Oconee County Clerk of Court at CIA #2016CP3700532. Subject to a right of redemption 120 day from date of sale afforded the United States of America pursuant to 28 U.S.C.A. §2410(c).

NOTICE: The foreclosure deed is not a warranty deed. Interested bidders should satisfy themselves as to the quality of title to be conveyed by obtaining an independent title search prior to the foreclosure sale date.

Beverly H. Whitfield
Clerk of Court for
Oconee County
John J. Heam
Attorney for Plaintiff
P.O. Box 100200
Columbia, SC 29202-3200
(803) 744-4444
011847-04165

PUBLIC NOTICE

OCONEE COUNTY COUNCIL will hold a Special Meeting on **Thursday, March 29, 2018 at 6:30 p.m.** (or immediately following the Special Workshop Meeting with the Planning Commission) for the purpose of entering into Executive Session to receive legal advice related to an Economic Development matter, Project Omega.

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**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE**

OCONEE COUNTY COUNCIL

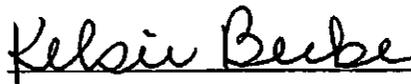
IN RE: NOTICE OF PUBLIC HEARING ON APRIL 24, 2018 AT 6PM - ORDINANCE 2018-09

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 03/27/2018 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
03/27/2018



Kelsie Beebe
Notary Public
State of South Carolina
My Commission Expires February 13, 2028

KELSIE BEEBE
Notary Public, State of South Carolina
My Commission Expires 2/13/2028

LEGAL NOTICES**LEGALS**

The successful bidder will be required to pay interest on the balance of the bid from the date of sale to date of compliance with the bid at the rate of 5.625% per annum. The Plaintiff may waive any of its rights, including its right to a deficiency judgment, prior to sale. The sale shall be subject to taxes and assessments, existing easements and restrictions of record. This sale is subject to all title matters of record and any interested party should consider performing an independent title examination of the subject property as no warranty is given.

The sale will not be held unless either Plaintiff's attorney or Plaintiff's bidding agent is present at the sale and either Plaintiff's attorney or Plaintiff's bidding agent enters the authorized bid of Plaintiff for this captioned matter. In the alternative, Plaintiff's counsel, if permitted by the Court, may advise this Court directly or its authorized bidding instructions. In the event a sale is inadvertently held without Plaintiff's Counsel or Counsel's bidding agent entering the authorized bid of Plaintiff for this specifically captioned matter, the sale shall be null and void and the property shall be re-advertised for sale on the next available sale date. Neither the Plaintiff nor its counsel make representations as to the integrity of the title or the fair market value of the property offered for sale. Prior to bidding you may wish to review the current state law or seek the advice of any attorney licensed in South Carolina.

Beverly H. Whitfield
Clerk of Court for Oconee County
Scott and Corley, P.A.
Attorney for Plaintiff

Notice of Public Hearing

There will be a public hearing at 6pm, Tuesday, April 24, 2018 in Oconee County Council Chambers located at 415 South Pine Street, Waltham, SC 29691 for the following ordinance:

STATE OF SOUTH CAROLINA
OCONEE COUNTY
Ordinance 2018-09

AN ORDINANCE APPROVING, CONFIRMING, RATIFYING AND/OR AUTHORIZING CERTAIN ACTS AND AGREEMENTS BY AND BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND BORGWARNER PDS (USA) INC. (THE "COMPANY"); AUTHORIZING THE EXECUTION AND DELIVERY OF A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN OCONEE COUNTY AND BORGWARNER PDS (USA) INC. MEMORIALIZING THE FOREGOING; AND OTHER MATTERS RELATED THERETO, INCLUDING WITHOUT LIMITATION, REVISING THE DISTRIBUTION OF REVENUE FROM A COMPANY PROPERTY.

LEGAL NOTICES**LEGALS****Notice of Public Hearing**

There will be a public hearing at 6pm, Tuesday, April 24, 2018 in Oconee County Council Chambers located at 415 South Pine Street, Waltham, SC 29691 for the following ordinance:

STATE OF SOUTH CAROLINA
OCONEE COUNTY
Ordinance 2018-07

AN ORDINANCE AUTHORIZING THE EXECUTION, DELIVERY, AND IMPLEMENTATION OF AN INTER-GOVERNMENTAL AGREEMENT BETWEEN OCONEE COUNTY, THE CITY OF WALHALLA, AND MICHAEL CRENSHAW, AS SHERIFF FOR OCONEE COUNTY, IN RELATION TO LAW ENFORCEMENT AT COUNTY FACILITIES AND DURING COUNTY MEETINGS; AND OTHER MATTERS RELATED THERETO.

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STATE OF SOUTH CAROLINA
OCONEE COUNTY
Ordinance 2018-10

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN EQUIPMENT LEASE-PURCHASE AGREEMENT IN THE AMOUNT OF NOT EXCEEDING \$365,000 TO DEFRAY THE COSTS OF ACQUIRING VARIOUS EQUIPMENT; AUTHORIZING THE COUNTY ADMINISTRATOR TO DETERMINE CERTAIN MATTERS; AND OTHER MATTERS RELATING THERETO.

NOTICE OF SALE

BY VIRTUE OF a decree heretofore granted in the case of: The Bank of New York Mellon Trust Company, N.A. (successor to JPMorgan Chase Bank, N.A., successor to the Chase Manhattan Bank, successor to Chemical Bank), as trustee for IMC Home Equity Loan Trust 1997-2 vs. Anthea R. McClain; William F. McClain, II; South Carolina Department of Revenue; The United States of America acting by and through its agency The Internal Revenue Service; Oconee Memorial Hospital; Diversified Capital Corporation of Tennessee; CIA No. 2016CP3700532.

The following property will be sold on April 2, 2018, at 11:00 AM at the Oconee County Courthouse to the highest bidder.

All that certain piece, parcel or lot of land lying and being situate in the State of South Carolina, County of Oconee, near the city of Seneca, being known and designated as Lot Number One(1) on a plat entitled Property of D. L. Harvey prepared by John B. Earle, FLS No. 2721, dated November 13, 1963 and recorded June 3, 1964 in Plat Book W at Page

LEGAL NOTICES**LEGALS**

81, records of Oconee County, South Carolina. Reference to said plat is hereby made for a more complete matrix and bounds description thereof.

Derivation: Book 887 at Page 206
117 Harvey Dr, Seneca, SC
29672-2418

Subject to a right of redemption 120 day from date of sale afforded the United States of America pursuant to 28 U.S.C.A. §2410(c).

225-00-02-013
SUBJECT TO ASSESSMENTS, OCONEE COUNTY AD VALOREM TAXES, EASEMENTS AND/OR RESTRICTIONS OF RECORD, AND OTHER SENIOR ENCUMBRANCES.

TERMS OF SALE: A 5% deposit in certified funds is required. The deposit will be applied towards the purchase price unless the bidder defaults, in which case the deposit will be forfeited. If the successful bidder fails, or refuses, to make the required deposit, or comply with his bid within 20 days, then the property will be resold at his risk. No personal or deficiency judgment being demanded, the bidding will not remain open after the date of sale, but compliance with the bid may be made immediately. The successful bidder will be required to pay interest on the amount of the bid from date of sale to date of compliance with the bid at the rate of 5.25% per annum. For complete terms of sale, see Judgment of Foreclosure and Sale filed with the Oconee County Clerk of Court at CIA #2016CP3700532. Subject to a right of redemption 120 day from date of sale afforded the United States of America pursuant to 28 U.S.C.A. §2410(c).

NOTICE: The foreclosure deed is not a warranty deed. Interested bidders should satisfy themselves as to the quality of title to be conveyed by obtaining an independent title search prior to the foreclosure sale date.

Beverly H. Whitfield
Clerk of Court for
Oconee County
John J. Heam
Attorney for Plaintiff
P.O. Box 100200
Columbia, SC 29202-3200
(803) 744-4444
011847-04165

PUBLIC NOTICE

OCONEE COUNTY COUNCIL will hold a Special Meeting on Thursday, March 29, 2018 at 6:30 p.m. (or immediately following the Special Workshop Meeting with the Planning Commission) for the purpose of entering into Executive Session to receive legal advice related to an Economic Development matter, Project Omega.

**CALL 882-2375
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**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE**

OCONEE COUNTY COUNCIL

IN RE: NOTICE OF PUBLIC HEARING ON APRIL 24, 2018 AT 6PM - ORDINANCE 2018-10

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 03/27/2018 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
03/27/2018



Kelsie Beebe
Notary Public
State of South Carolina
My Commission Expires February 13, 2028

KELSIE BEEBE
Notary Public, State of South Carolina
My Commission Expires 2/13/2028

LEGAL NOTICES

LEGALS

NOTICE OF PUBLIC HEARING: There will be a public hearing at 8pm, Tuesday, April 24, 2018 in Oconee County Council Chambers located at 415 South Pine Street, Waltham, SC 29691 for the following ordinance:

STATE OF SOUTH CAROLINA
OCONEE COUNTY
Ordinance 2018-11

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND PROJECT CRUMBLE; THE GRANTING OF SPECIAL SOURCE REVENUE CREDITS, AND OTHER MATTERS RELATING THERETO INCLUDING, WITHOUT LIMITATION, PAYMENT OF A FEE IN LIEU OF TAXES.

NOTICE OF UNITED STATES
MARSHALS SALE

8:17-cv-02154-DCC

BY VIRTUE OF an Order of Foreclosure and Sale of the United States District Court for the District of South Carolina entered on February 14, 2018, in the case of: Quicken Loans Inc. vs. Joseph Trizzino, Individually and as the Personal Representative of the Estate of Thomas G. Trizzino, CIA # 8:17-cv-02154-DCC, I, the undersigned, United States Marshal for the District of South Carolina, will sell on April 11, 2018, at 11:00 AM at the Oconee County Courthouse, 206 West Main Street, Waltham, SC 29691, to the highest bidder the following described property:

All that certain piece, parcel or lot of land lying and being situate in the State of South Carolina, County of Oconee, being known and designated as Lot Number Sixteen (16) of Walnut Grove Subdivision, as shown and more fully described on a Plat thereof prepared by Michael L. Henderson, PS 6948, dated July 25,

LEGAL NOTICES

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1895, and recorded in Plat Book A353, at Page 9, records of Oconee County, South Carolina.

This being the same subject property conveyed to Thomas G. Trizzino by deed of Hubert Stanley Smith dated August 8, 1995, and recorded August 9, 1995, in Deed Book 828 at Page 133 in the Office of Register Deeds for Oconee County.

Property Address: 319 South Lawrence Ave, Seneca, South Carolina 29678
TMS# 520-54-08-016
SUBJECT TO ASSESSMENTS, YORK AD VALOREM TAXES, EASEMENTS AND/OR RESTRICTIONS OF RECORD, AND OTHER SENIOR ENCUMBRANCES.

TERMS OF SALE: For Cash. The United States Marshal or a duly authorized Deputy shall require an immediate deposit of 5% on the amount bid (in cash or equivalent), the same to be applied on the purchase price only upon compliance with the bid, but in case of non-compliance within 20 days the deposit shall be forfeited and applied to the costs and any surplus, pending further order of the Court. Interest on the balance of the bid shall be paid through the day of compliance at the Note rate of 3.375%. Purchaser shall pay for the preparation of, costs of recording of, and transfer taxes on the deed, as well as any commission on sale or deposit required by the United States Marshal. Purchaser shall be entitled to possession of the subject property only after Purchaser fully complies with the bid amount and a deed is issued by the United States Marshal. Plaintiff having waived its right to a deficiency judgment, the bidding will not remain open after the date of the sale and compliance with the bid may be made immediately. In the event that an agent of Plaintiff does not appear at the time of sale, the subject

LEGAL NOTICES

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property shall be withdrawn from sale and sold at the next available sales date upon the same terms and conditions as set forth in this Order of Foreclosure and Sale or such terms as may be set forth in a supplemental order. For complete terms of sale, see Order of Foreclosure and Sale filed with the Clerk of the United States District Court for the District of South Carolina in CIA #8:17-02154-DCC. **NOTICE:** The foreclosure deed is not a warranty deed. Interested bidders should satisfy themselves as to the quality of title to be conveyed by obtaining an independent title search prior to the foreclosure sale date.

United States Marshal
District of Columbia
Sean M. Forster, Esquire
ROGERS TOWNSEND &
THOMAS PC
Post Office Box 100200
Columbia, SC 29202-3200
(803) 771-7900 tel. #
Attorneys for Plaintiff

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COUNTY OF OCONEE**

OCONEE COUNTY COUNCIL

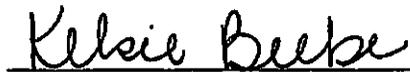
IN RE: NOTICE OF PUBLIC HEARING ON APRIL 24, 2018 AT 6PM - ORDINANCE 2018-11

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 03/28/2018 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
03/28/2018



Kelsie Beebe
Notary Public
State of South Carolina
My Commission Expires February 13, 2028

KELSIE BEEBE
Notary Public, State of South Carolina
My Commission Expires 2/13/2028