

PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: December 2, 2025

ITEM TITLE:

Title: **Komatsu WA320-8 Wheel Loader**

Department: **Solid Waste**

Amount: **\$307,125.00**

FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 2025-2026 budget process.

Budget: **\$307,125.00** Project Cost: **\$307,125.00** Balance: **\$0.00** Finance Approval: _____

(Funding from Capital Equipment / (325) Vehicle Fund)

BACKGROUND DESCRIPTION:

This purchase is for a new 2026 Komatsu WA320-8 Wheel Loader equipped with a grapple bucket and forks for the Solid Waste Department.

The landfill relies on wheel loaders with grapple buckets to push and stack brush, feed the mulcher, move and load mulch and soil, and handle tires and cross-ties. The existing loader, purchased in 2006, has been essential to daily landfill operations but is no longer dependable due to its age. The new 2026 Komatsu WA320-8 includes both a grapple bucket and forks, as well as a waste-handling package that provides additional guarding around the engine, cab, and hydraulic components.

After evaluating equipment options that meet the department's operational requirements, staff determined that the Komatsu WA320-8 is the most suitable choice. Vehicle Maintenance has also reviewed and approved this purchase.

This new wheel loader will replace a 2006 Komatsu WA200 with 13,087 hours (Unit 235.06). The wheel loader will be retained as a backup unit and used throughout the Solid Waste Complex, Landfill, and Vehicle Maintenance facilities when other equipment is undergoing service or repairs.

SPECIAL CONSIDERATION(S):

Sourcewell has awarded Komatsu America Corp. contract #011723-KOM for heavy construction equipment. This contract provides a 47% discount off MSRP for Komatsu WA380-8 Wheel Loaders and permits government agencies to purchase directly from authorized dealers. Sourcewell contracts are competitively bid and awarded at the national level, with purchases fulfilled through authorized local or state dealers.

Linder Industrial Machinery Company in Greer, SC is an authorized Komatsu dealer and will handle equipment setup, delivery, and any required warranty service.

ATTACHMENT(S):

1. Linder Industrial Machinery Company Sourcewell Quote
2. Sourcewell Contract Information
3. Authorized Dealer

STAFF RECOMMENDATION:

It is the staff's recommendation that Council approve the purchase of a 2026 Komatsu WA320-8 Wheel Loader from Linder Industrial Machinery Company of Greer, SC, in the amount of \$307,125.00, per Sourcewell Contract # 011723-KOM.

Submitted or Prepared By: _____

Tronda C Popham, Procurement Director

Approved for Submittal to Council: _____

Phillip S. Shirley, Interim County Administrator

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

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

Your Business Partner

November 12, 2025
Quote # Sourcewell 011723-KOM

OCONEE COUNTY
VEHICLE MAINT
SENECA SC 29678

Dear Swain Still,

For 70 years, Linder Industrial Machinery has provided a diversified offering when it comes to construction equipment. In addition to being the largest Komatsu dealer in North America, Linder represents many other lines of equipment including Bomag milling machines; soil stabilizers, slipform pavers, pavers, compaction products, crushing and screening products, Atlas and Mantsinen material handlers, Konecranes lift trucks; Terramac Crawler Carriers Rammer attachments; Genesis demolition and scrap attachments; Esco, Hensley and Superior Brooms. Linder has 22 locations in key cities throughout North Carolina, South Carolina, Georgia and Florida.

Aligning with Linder through your equipment purchase, will provide many benefits along the way. With millions of dollars in parts inventory stored throughout our 22 locations, we are committed to providing quality parts solutions with fast turnaround.

At Linder, Service is not a department but an entire company focus. That focus is customer uptime, utilizing factory trained technicians to provide planned maintenance, corrective maintenance, and undercarriage repair seamlessly to our customer.

Further to your request we are pleased to present to you the following detailed specification and pricing information regarding the following equipment:

2026 KOMATSU WA320-8

Thank you for providing us the opportunity of presenting this information regarding Linder Industrial Machinery Company's products and services. We look forward to discussing in further detail the information enclosed.

Respectfully,

Tyler Halbert
Mainline Sales

LINDER

www.Linder.com

November 12, 2025

2026 KOMATSU WA320-8

Standard Equipment for Base Machine

Engine and related items:

Air cleaner, dry-type, two stage, radial sealed

Engine shut-off system, electric with key

Engine, Komatsu SAA6D107E-3, 6 cylinder, turbocharged, air to air after cooled, cooled EGR, direct injection Tier 4 Final emissions certified, diesel

Gross HP: 170HP (127kW) / 2100 RPM (SAE J1995)

Net HP: 165HP (123kW) / 2100 RPM (SAE J1349) ISO / 9249

Max HP: 173HP (129kW) / 1900 RPM (ISO 14396)

Exhaust pipe, curved

Fan, auto-reversing, hydraulic-driven

KDPF - After-Treatment Assembly Consisting of KDOC and KCSF

Komatsu Auto Idle Shutdown

SCR - Selective Catalytic Reduction aftertreatment with

DEF tank and heated lines

Starting aid, intake manifold preheater

Electrical system:

Alternator, 90 ampere, 24 volt

Back-up alarm

Batteries, 2 x 12 volt (92 Ah) (680 CCA)

Battery disconnect switch

Horn, electric

Lights

- Back-up light, rear, LED
- Stop and tail, LED
- Turn signal, (2 front, 2 rear) with hazard switch
- Working lights, halogen (2 front, high low beam with indicator, fender mount, 2 rear grill mount)
- Working lights, halogen (2 front) outside of cab mount

Sealed DT electrical connectors

Starting motor, 5.5 kW direct electric, 24 V

Power Train and Controls:

Differentials, torque proportioning, inboard planetary

Parking brake, wet multiple disc

Service brakes, hydraulic, wet multiple disc, axle by axle (inboard)

Transmission, hydrostatic, 1 pump, 2 motors, full auto shift with speed range control

Transmission control

- F/R: steering column / loader control lever selectable

- Max speed control: electric, 4 speed F/R

- Traction control: electric, 3 mode

Operator environment:

Cab, (ROPS/FOPS) (installed), includes; adjustable arm rests, adjustable work equipment levers, cigarette lighter/ ashtray, dome light, electrically heated rear window, air conditioner / heater / defroster / pressurizer, floor mat, front (intermittent) and rear wiper/washer, rearview mirrors (2 outside, 2 inside), right hand and left hand door access with steps and sunvisor

Hydraulic control, 2 spool (boom/bucket), multi-function mono lever control, with integrated transmission F/R switch and includes integrated third spool proportional switch (3 spool is optional)

Monitor, 7 inch, LCD, color

Radio, AM/FM with speakers and auxiliary jack

Rear view monitor

Seat, heated air suspension type, reclining with armrests (fabric)

Equipment Management Monitoring System (EMMS)

Monitor: Multi-function, 7 inch, LCD, color high-resolution

Warning Message System with Descriptions

Gauges

- DEF Level
- Engine water temperature
- ECO
- Fuel level
- HST oil temperature
- Speedometer / Tachometer

Pilot Lights

- Auxiliary steering (opt)
- Brake oil pressure
- Central warning
- Cooling fan reverse
- DEF Level
- Directional indicator
- ECSS
- Engine pre heater
- Head lamp high beam
- HST Emergency pump drive
- KDPF restriction indicator
- Komtrax message
- Parking brake warning
- Quick coupler lock release (opt)
- Remote Boom & Bucket Positioner
- Seat belt caution
- Steering oil pressure
- Traction level
- Transmission speed range
- Turn signal
- Work equipment lock warning

Special arrangements:

Ambient Temperature Range, -20°C (-4°F) through +45°C (+113°F) at maximum standard elevation of 2,300 meters (7,546 ft.)

Other Standard Equipment:

Boom kick-out, automatic, in-cab adjustable

Bucket and lift cylinders

Bucket positioner, automatic, in-cab adjustable, 3 position

Centralized grease banks

Counterweight, standard and additional

Electronically Controlled Suspension System (ECSS)

Fenders, front & partial rear

Hand rails, front, LH & RH

KOMTRAX, Level 5

Lifting eyes

Parallel loader linkage and standard lift boom

Provision for Quick Coupler (mount points for piping, harness for cab switch)

Rims for 20.5-25 tires (4 each)

Vandalism Protection:

- Caplock & cover for fuel tank & hydraulic tank
- Padlocks
- Battery boxes
- Engine hood side panels & rear grill, lockable
- Radiator cap cover (bolted)

LINDER

KOMATSU



Seat belt, 3" width, retractable
Steering wheel, tiltable, telescopic

• Transfer case oil filler cover
Voltage converter (12 volt, 5 amp x 2)

Configuration

WA320-8 KOMATSU WHEEL LOADER
ENGINE PRE-CLEANER CENTRIFICAL TURBO II
BOOM FOR HIGH LIFT
LSD AXLE
PROV AND INST REAR POWERTRAIN GUARD KIT
PROV INST BOOM CYLINDER HOSE SLEEVE KIT
PROV AND INST FRONT LIGHT GUARD KIT
PROVIDE AND INSTALL BEACON SWITCH KIT
PROVIDE AND INSTALL AXLE SEAL GUARD KIT
PROVIDE AND INSTALL REAR LIGHT GUARD KIT
PROVIDE INSTALL BUCKET CYLINDER GUARD HL
P&I ARTICULATION GUARD KIT
PROVIDE & INSTALL HOOD SCREEN KIT
WA320 OSS HANDLING CHARGE
BUCKET CYLINDER HIGH LIFT
PROVIDE AND INSTALL REAR FRAME GUARD KIT
COUNTERWEIGHT FOR HIGHLIFT
PROVIDE AND INSTALL FRONT WINDOW GUARD
PROV AND INST FRONT FRAME UNDERGUARD KIT
HANDLNG CHRG TO SHIP RIMS ONLY
4 RIMS 20.5 R25 FOR TIRE ONLY
4WC999D-HLL Kom hyd for quickc
WA320-8 HI-LIFT 3V KIT FOR HI-LIFT 2V
One year unlimited hour full machine warranty included
Komatsu Care 3 Year / 2000 Hour Value of \$9,835.91

Attachment

(4) 20.5 R25 Hippo Ag Tires
416-SEIRES STYLE COUPLER (W/JRB STYLE HYDR. KIT)
72" Carriage Width, 72" Tines CONSTRUCTION FORKS (JRB 416-SERIES COUPLER STYLE)
Bucket with Grapple
Install Tire

Warranty

Premier Months 60 - Hours 5000

Total Selling Price

Machine Selling List Price	\$578,538.00
Less Sourcewell Discount (47%) 011723-KOM	\$(271,913.00)
Net Selling Price	\$306,625.00

Sell Price	\$306,625.00
Sales Tax	\$ 500.00
Sub Total	\$307,125.00

www.Linder.com

Product Support



Komatsu CARE — a complete service and advanced product support solution that we provide

to our customers throughout the entire lifecycle of the machine. Every new Komatsu Tier 4i/Tier 4 Final construction machine is covered. The Komatsu CARE program covers all new Komatsu Tier 4i/Tier 4 Final construction equipment, whether rented, leased or purchased. For the first 3 years or 2,000 hours, whichever occurs first, you'll receive:

- Regular service at 500, 1,000, 1,500 and 2,000-hr. intervals
- 50-point inspection by factory-trained technician at each scheduled interval
- Technician labor
- Fluids, oils, coolant, filters and parts (note: engine air filters are NOT included)
- Technician travel to and from your equipment location. Limitations apply
- See Komatsu Care Program for added benefits.

Service will be performed by a Komatsu Distributor and only Komatsu genuine fluids and filters will be used.

Komatsu CARE services are available from every Komatsu Distributor in the US and Canada. Program details are subject to change without notice.



KOMTRAX — Knowledge is power. It's the power of having critical information at your fingertips, 24 hours a day, to help you make better daily and long-term strategic decisions. That's one reason Komatsu designed KOMTRAX: to provide you with answers to critical questions about your machines—what they're doing, when they did it, where they're located, how they can be used more efficiently, and when they need to be serviced. With KOMTRAX, owners, managers and operators can monitor machines on the Web; anywhere, anytime. The result is the power to make fact-based decisions having a direct effect on your bottom line through increases in efficiency and productivity, while lowering owning and operating costs.

November 12, 2025

All orders are subject to acceptance by the Seller upon receipt of order at the office of Seller. In the event applicable taxes are not indicated in the quotation, the material quoted will be subject to any applicable taxes at the date of shipment.

All quotations are subject to change without notice.

Prices quoted are subject to change to comply with any manufacturer's price change or any changes in taxes imposed by federal, state or local governments between the date of the quotation and date of delivery of items quoted.

The property herein quoted is guaranteed by manufacturer's warranty only and no warranty, express or implied, is made by the Seller.

Terms of sales are subject to credit approval.

Delivery of the material quoted herein is contingent upon strikes, fires, prior sales, government action and other causes unavoidable or beyond control.

LINDER

KOMATSU



This Quotation is valid for 30 days.

Komatsu America

Heavy construction equipment

#011723-KOM

Maturity Date: 4/14/2027

Website: [komatsu](https://www.komatsu.com) 

Products & Services



Products & Services

Sourcewell contract 011723-KOM gives access to the following types of goods and services:

- Articulated dump trucks
- Compact excavators
- Crawler dozers
- IMC crawler dozers
- Motor graders
- Hydraulic excavators
- Hybrid hydraulic excavators
- IMC hydraulic excavators
- Wheel loaders
- Forestry machines
- Processor and log loader

[Locate your local dealer or representative](#) 

(nongovernment site)



Sourcewell Contract Billing Rates and List Discounts - Contract # 011723
For USA and Canadian Markets Only

USA/Canada
Sourcewell
Billing
Rate

USA/Canada
Sourcewell
Discount
From List

Product/Model	Price List		
Crawler Dozers			
D37EX-24	Current Price List	0.622	44.0%
D37PX-24	Current Price List	0.594	46.5%
D39EX-24	Current Price List	0.594	46.5%
D39PX-24	Current Price List	0.594	46.5%
D51EX-24	Current Price List	0.589	47.0%
D51PX-24	Current Price List	0.578	48.0%
D61EX-24	Current Price List	0.606	45.5%
D61PX-24	Current Price List	0.611	45.0%
D65EX-18	Current Price List	0.628	43.5%
D65PX-18	Current Price List	0.600	46.0%
D65WX-18	Current Price List	0.633	43.0%
D71EX-24	Current Price List	0.606	45.5%
D71PX-24	Current Price List	0.606	45.5%
D85EX-18	Current Price List	0.633	43.0%
D85PX-18	Current Price List	0.633	43.0%
D155AX-8	Current Price List	0.622	44.0%
Intelligent Machine Control Crawler Dozers			
D39EXi-24	Current Price List	0.483	56.5%
D39PXi-24	Current Price List	0.506	54.5%
D51EXi-24	Current Price List	0.489	56.0%
D51PXi-24	Current Price List	0.472	57.5%
D61EXi-24	Current Price List	0.500	55.0%
D61PXi-24	Current Price List	0.500	55.0%
D65EXi-18	Current Price List	0.511	54.0%
D65PXi-18	Current Price List	0.511	54.0%
D71EXi-24	Current Price List	0.511	54.0%
D71PXi-24	Current Price List	0.511	54.0%
Motor Graders			
GD655-6	Current Price List	0.489	56.0%
GD655-7	Current Price List	0.489	56.0%
Articulated Dump Trucks			
HM300-5	Current Price List	0.539	51.5%
HM400-5	Current Price List	0.528	52.5%
Excavators			
PC130LC-11	Current Price List	0.567	49.0%
PC138USLC-11	Current Price List	0.567	49.0%
PC170LC-11	Current Price List	0.611	45.0%
PC210LC-11	Current Price List	0.528	52.5%
PC220LC-12	Current Price List	0.500	55.0%
PC238USLC-11	Current Price List	0.456	59.0%
PC240LC-11	Current Price List	0.517	53.5%
PC290LC-11	Current Price List	0.483	56.5%
PC360LC-11	Current Price List	0.511	54.0%
PC390LC-11	Current Price List	0.517	53.5%
PC490LC-11	Current Price List	0.522	53.0%
Intelligent Machine Control Excavators			
PC210LCi-11	Current Price List	0.417	62.5%
PC220LCi-12	Current Price List	0.500	55.0%
PC290LCi-11	Current Price List	0.444	60.0%
PC360LCi-11	Current Price List	0.422	62.0%
PC390LCi-11	Current Price List	0.444	60.0%
PC490LCi-11	Current Price List	0.444	60.0%

Hybrid Excavators			
HB215LC-3	Current Price List	0.494	55.5%
HB365LC-3	Current Price List	0.500	55.0%
Wheel Loaders			
WA200-8	Current Price List	0.578	48.0%
WA270-8	Current Price List	0.589	47.0%
WA320-8	Current Price List	0.589	47.0%
WA380-8	Current Price List	0.589	47.0%
WA475-10	Current Price List	0.567	49.0%
WA475-11	Current Price List	0.567	49.0%
WA480-8	Current Price List	0.600	46.0%
WA485-11	Current Price List	0.578	48.0%
WA500-8	Current Price List	0.517	53.5%
Compact Excavators			
Werk-Brau Attacments	Current Price List	0.621	33.0%
PC30MR-5	Current Price List	0.667	40.0%
PC35MR-5	Current Price List	0.622	44.0%
PC45MR-5	Current Price List	0.628	43.5%
PC55MR-5	Current Price List	0.622	44.0%
PC78US-11	Current Price List	0.611	45.0%
PC88MR-11	Current Price List	0.611	45.0%
Forestry			
PC230F-11 Processor	Current Price List	0.722	35.0%
PC290LL-11 Log Loader	Current Price List	0.689	38.0%

Freight is FOB North American Factory or Stockyard

Please reach out to your local Komatsu Distributor for quote assistance

Dealer Locator

<https://www.komatsu.com/>

Product Information

<https://www.komatsu.com/>

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE October 21, 2025
COUNCIL MEETING TIME: 6:00 PM**

ITEM TITLE [Brief Statement]:

Council consideration to approve an ordinance between Project Joe and Oconee County to expand the project's manufacturing operations in Oconee County.

BACKGROUND DESCRIPTION:

Project Joe is a worldwide, advanced manufacturing company based in the U.S. that is considering expanding their Oconee County location. The \$15 million project would include a significant addition to the company's existing building and the purchase/installation of new machinery. The expansion is expected to result in 23 new jobs at the facility. The Oconee Economic Alliance (OEA) has been working with the Project Joe since February 2025 and has proposed the following property tax incentives for the project should the expansion occur in Oconee County:

1. The project's new real and personal property investment be taxed ad valorem which allow the company to receive the South Carolina 5-Year Manufactures Abatement.
2. The project will receive two Special Source Revenue Credits (SSRC):
 - ✓ SSRC 1: Guarantees that South Carolina's 6% assessment rate for manufacturers will continue to be applied to the project's new investment for a period of 20-years.
 - ✓ SSRC 2: 15-Year credit that applies to the ad valorem taxes due and provides an annual credit of 65% for Years 1-10 and 25% for Years 11-15.

SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:

- The company is making a significant commitment to strengthen and grow their Oconee County operation.
- Oconee County is one of several U.S. manufacturing locations for the company but they are seeking to make the investment in our community.
- The company is well established and respected company.
- Existing industry is our top priority and the county is committed to assisting businesses that seek to expand in the county.

FINANCIAL IMPACT [Brief Statement]:

- After incentives, the project is expected to generate an estimated \$1,901,198 in property taxes over the first 10 years and \$4,642,116 over 20 years. The estimates include the state reimbursement for the reduced assessment rate.
- The 5-Year SC Manufactures Abatement and SSRC are estimated to provide the company with a property tax reduction of \$1,112,744 over the first 10 years and \$1,315,203 over 20 years.

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

Approved by: _____ Finance

ATTACHMENTS

STAFF RECOMMENDATION [Brief Statement]:

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

It is the staff's recommendation that Council approve the ordinance for Project Joe.

Submitted or Prepared By:


Jamie Gilbert, Economic Development Director

Approved for Submittal to Council:


Amanda F. Brock, County Administrator

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

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2025-22**

AN ORDINANCE AUTHORIZING, PURSUANT TO TITLE 4, CHAPTER 29, SECTION 68 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED, THE EXECUTION AND DELIVERY OF A SPECIAL SOURCE REVENUE CREDIT AGREEMENT BY AND BETWEEN OCONEE COUNTY, SOUTH CAROLINA, AND HORTON, INC., ALSO KNOWN AS PROJECT JOE, ACTING FOR ITSELF, ONE OR MORE CURRENT OR FUTURE AFFILIATES AND OTHER PROJECT COMPANIES (COLLECTIVELY, “COMPANY”); PROVIDING FOR A SPECIAL SOURCE REVENUE CREDIT; AND OTHER RELATED MATTERS.

WHEREAS, Oconee County, South Carolina (“County”), acting by and through its County Council (“Council”), is authorized and empowered, under and pursuant to the provisions of the Code of Laws of South Carolina 1976, as amended through the date hereof (“Code”), particularly Title 12, Chapter 44 thereof (“Negotiated FILOT Act”) and Title 4, Chapter 1 of the Code (“Multi-County Park Act” or, as to Section 4-1-175 thereof, and, by incorporation, Section 4-29-68 of the Code, “Special Source Act”) (collectively, “Act”), and by Article VIII, Section 13 of the South Carolina Constitution: (i) to enter into agreements with investors to establish projects through which the economic development of the State of South Carolina (“State”) will be promoted and trade developed, thus utilizing and employing the manpower, agricultural products, and natural resources of the State; (ii) to covenant with those investors to accept certain fee in lieu of *ad valorem* tax (“FILOT”) payments, including, but not limited to, negotiated FILOT (“Negotiated FILOT”) payments, and granting certain special source revenue credits (“SSRCs”) to pay costs of designing, acquiring, constructing improving or expanding (i) infrastructure serving a project or the County, and (ii) for improved or unimproved real estate and personal property including machinery and equipment used in the operating of a manufacturing or commercial enterprise (“Infrastructure”); and (iii) to create or expand, in conjunction with one or more other counties, a multi-county industrial or business park to allow such special source revenue credits and certain enhanced income tax credits to those investors;

WHEREAS, the County has entered into an agreement (“MCIP Agreement”) for the Development of a Joint County Industrial Park (Horton, Inc.) by and between the County and Pickens County dated June 3, 2019 (“Park”) to which a portion of TMS No. 221-00-01-001 (the “Original Land”) was added to the Park pursuant to Oconee County Ordinance 2019-13 and Pickens County Ordinance 568; and

WHEREAS, a portion of the Original Land was subsequently assigned TMS No. 221-00-01-114 (the “Land”), as described on the attached Exhibit A;

WHEREAS, the property located in the Park is exempt from *ad valorem* taxation and the owners of that property pay a non-negotiated fee in lieu of tax payment in the absence of a Negotiated FILOT (“Non-Negotiated FILOT”);

WHEREAS, the County, acting by and through its Council, is further authorized and empowered under and pursuant to the provisions of the Multi-County Park Act to provide for payments-in-lieu of taxes with respect to property located in a multi-county business or industrial park created under the Multi-County Park Act and to create, in conjunction with one or more other counties, a multi-county park to afford certain enhanced tax credits to those investors;

WHEREAS, Horton, Inc., also known as Project Joe, acting for itself and one or more current or future

affiliates and other project sponsors (collectively, “Company”) proposes to invest in, or cause others to invest in, the expansion of a manufacturing facility in the County (“Project”), which the Company expects will result in the investment of approximately \$15,000,000 in taxable property and the creation of approximately 23 new, full-time equivalent jobs;

WHEREAS, the Company has caused to be prepared and presented to this meeting the form of the Special Source Revenue Credit Agreement, attached as Exhibit B, by and between the County and the Company (“SSRC Agreement”), which provides for SSRCs against Non-Negotiated FILOT Payments payable by the Company under the agreement relating to the Park in two parts: (1) the Part I SSRC shall be equal to the excess, if any, of the ad valorem taxes that would be due in the absence of the SSRC Agreement and negotiated Fee payments calculated as provided in Title 12, Chapter 44 of the Code, using an assessment ratio of 6% and an initial millage rate of 214.9 mills for a twenty-year term; and (2) a Part II SSRC equal to (i) 65% of each annual fee payment due (after the Part I SSRC is applied) for years 1-10 of the SSRC Agreement; and (ii) 25% of each annual fee payment due (after the Part I SSRC is applied) for years 11-15 of the SSRC Agreement; and

WHEREAS, it appears that the SSRC Agreement is in appropriate form and is an appropriate instrument to be executed and delivered by the County for the purposes intended.

NOW, THEREFORE, BE IT ORDAINED by the Council, as follows:

Section 1. *Statutory Findings.* Based solely on information provided to the County by the Company, it is hereby found, determined, and declared by the County Council, as follows:

(a) The Project will constitute a “project” as that 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, and the County has evaluated the Project based on all criteria prescribed by law, including the anticipated dollar amount and nature of the investment to be made and the anticipated costs and benefits to the County;

(c) The Project 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;

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

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

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

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

Section 2. *Multi-County Park.* The Project and the Land is included within the Park, and the County intends to use its commercially reasonable efforts to maintain the Project and the Land within the boundaries of a multi-county industrial or business park pursuant to the provisions of the Multi-County Park Act and Article VIII, Section 13(D) of the State Constitution on terms which provide, for all jobs created at the Project through the end of the investment period set forth in the MCIP Agreement, any additional job tax credits afforded by the laws of the State for projects located within multi-county industrial or business parks, and on terms, and for a duration, which facilitate the special source revenue credits set forth in the recitals of this Ordinance. Sharing of expenses and revenues of the County and each Partner County shall

be as set forth in the MCIP Agreement (or applicable agreement related to any subsequent multi-county industrial or business park).

Section 3. *Authorization of an Approval of Form of SSRC Agreement.* To promote industry, develop trade, and utilize and employ the manpower, products, and natural resources of the State by assisting the Company to expand a manufacturing facility in the State, the SSRC Agreement is authorized and approved. The form of the SSRC Agreement presented at this meeting, as attached as Exhibit B, is approved and all of the terms of the SSRC Agreement are incorporated in this Ordinance by reference as if the SSRC Agreement was set out in this Ordinance in its entirety. The Chairman of the County Council, and the Clerk to County Council are each authorized, empowered, and directed to execute, acknowledge, and deliver the SSRC Agreement in the name of and on behalf of the County, and to cause the executed SSRC Agreement to be delivered to the Company. The SSRC Agreement is in substantially the form now before this meeting, with such changes therein as shall not be materially adverse to the County and as shall be approved by the officials of the County executing the same, on the advice of Counsel to the County, such official's execution thereof to constitute conclusive evidence of such official's approval of any and all changes or revisions therein from the form of the SSRC Agreement now before this meeting.

Section 4. *Authorization for County Officials to Act.* The Chairman of the County Council, the Clerk to County Council, and the County Administrator, for and on behalf of the County, are each authorized and directed to do each thing that is reasonably necessary and prudent to effect the execution and delivery of the SSRC Agreement and the performance of all obligations of the County under and pursuant to this Ordinance and the SSRC Agreement.

Section 5. *General Repealer.* Each order, resolution, ordinance, or part of the same in conflict with this Ordinance, is, to the extent of that conflict, repealed.

Section 6. *Effective Date.* This Ordinance is effective at its approval following a public hearing and third reading.

[ONE SIGNATURE PAGE AND ONE EXHIBIT FOLLOWS]
[REMAINDER OF PAGE INTENTIONALLY BLANK]

Passed and approved: December 2, 2025

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Matthew Durham, Chairman
Oconee County Council

[SEAL]

ATTEST:

By: _____
Jennifer C. Adams, Clerk to Council
Oconee County Council

First Reading:	October 21, 2025
Second Reading:	November 18, 2025
Public Hearing:	December 2, 2025
Third Reading:	December 2, 2025

EXHIBIT A
DESCRIPTION OF HORTON, INC.,
A/K/A PROJECT JOE, PROPERTY

All that certain piece, parcel, or tract of land located at 301 Oconee Business Parkway, Westminster,
South Carolina, TMS No. 221-00-01-114, consisting of approximately 26 acres.

EXHIBIT B
FORM OF
SPECIAL SOURCE REVENUE CREDIT AGREEMENT

SPECIAL SOURCE REVENUE CREDIT AGREEMENT

THIS SPECIAL SOURCE REVENUE CREDIT AGREEMENT (“Agreement”) is entered into as of December 2, 2025, by and between Horton, Inc., a Minnesota corporation (“Company”), and Oconee County, South Carolina, a body politic and corporate and political subdivision of the State of South Carolina (“County”).

WITNESSETH:

WHEREAS, the County, acting by and through its County Council (“County Council”) is authorized by Title 4 of the Code of Laws of South Carolina 1976, as amended (“Code”), to provide special source revenue financing, secured by and payable solely from revenues of the County derived from payments in-lieu of taxes pursuant to Article VIII, Section 13(D) of the South Carolina Constitution, and Sections 4-1-170, 4-1-175 and 4-29-68 of the Code, for the purpose of defraying the cost of designing, acquiring, constructing, improving, or expanding, among other things, the infrastructure serving the County or the project, and for improved or unimproved real estate and personal property including machinery and equipment used in the operation of a manufacturing or commercial enterprise in order to enhance the economic development of the County;

WHEREAS, the Company, is considering the construction or expansion, by purchase or development of certain Land (as defined below), buildings, furnishings, fixtures, machinery, apparatus, and equipment, of a facility in the County (“Project”). The Company anticipates that the Project will result in an investment of approximately \$15,000,000 in taxable property and the creation of 23 new, full-time jobs in the County during the Investment Period (as defined below);

WHEREAS, the County and Pickens County, South Carolina have established a joint county industrial and business park (“Park”), pursuant to the provisions of Article VIII, Section 13(D) of the South Carolina Constitution and Section 4-1-170 of the Code, within which Park the Project has been included;

WHEREAS, pursuant to the provisions of the Park Agreement (as defined herein), the owners of all property located within the Park are obligated to make or cause to be made payments-in-lieu of tax to the County, which payments-in-lieu of tax are to be distributed according to the Park Agreement to the County and to Pickens County, in the total amount equivalent to the *ad valorem* property taxes or negotiated fees-in-lieu of taxes that would have been due and payable but for the location of the property within the Park; and of taxes required to be paid to the County by the Company with respect to the Project, all as more specifically described in this Agreement; and

WHEREAS, by Ordinance duly enacted by the County Council on December 2, 2025, following a public hearing conducted on December 2, 2025, in compliance with the terms of the Act, the County Council of the County has duly authorized the execution and delivery of this Agreement.

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

ARTICLE I DEFINITIONS

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

“Act” shall mean, collectively, Chapters 1 and 29 of Title 4 of the Code of Laws of South Carolina

1976, as amended.

“Administration Expenses” shall mean the reasonable and necessary expenses including reasonable attorneys’ fees, incurred by the County in connection with the Project and this Agreement and any ordinances, resolutions or other documents related thereto; provided, however, that no such expense shall be considered an Administration Expense unless the County furnishes to the Company a statement in writing providing a general description of such expense has been incurred and the amount of such expense.

“Affiliate” shall mean, with respect to any Person, any other Person directly or indirectly controlling, controlled by or under common control with such Person. For purposes of this definition, “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by contract or otherwise.

“Agreement” shall mean this Special Source Revenue Credit Agreement, as the same may be amended, modified, or supplemented in accordance with the terms hereof.

“Co-Investor” shall mean the Company, any other Sponsor or Sponsor Affiliate within the meaning of Sections 12-44-30(19) and (20) of the Act, any Affiliate of the Company or of any such other Sponsor or Sponsor Affiliate, any developer in a build-to-suit arrangement or other leasing arrangement with respect to the Project, any lessor of equipment or other property comprising a part of the Project, and any financing entity or other third party investing in, providing funds for or otherwise making investment in real or personal property in connection with the Project. The Company shall notify the County in writing of the identity of any other Sponsor, Sponsor Affiliate or other Co-Investor and shall, to the extent the Company and any such other Sponsor, Sponsor Affiliate, or other Co-Investor intend to extend the benefits of this Agreement to property owned by any such Sponsor, Sponsor Affiliate, or other Co-Investor pursuant to this Agreement, comply with any additional notice requirements, or other applicable provisions, of the Act.

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

“Company” shall mean Horton, Inc., a Minnesota corporation, and its successors and assigns as permitted herein.

“Cost” or *“Cost of the Infrastructure”* means the cost of infrastructure incurred by the Company as referred to in Section 4-29-68 of the Code, including, but not limited to, the cost of designing, acquiring, constructing, improving or expanding the Infrastructure, whether incurred prior to or after the date of this Agreement and including, without limitation, to the extent permitted by the Act, (i) design, engineering and legal fees incurred in the design, acquisition, construction or improvement of the Infrastructure; (ii) obligations reasonably incurred for labor, materials and other expenses to builders and materialmen in connection with the acquisition, construction, and installation of the Infrastructure; (iii) the reasonable cost of construction bonds and of insurance of all kinds that may be required or necessary during the course of construction and installation of the Infrastructure, which is not paid by the contractor or contractors or otherwise provided for; (iv) the reasonable expenses for test borings, surveys, test and pilot operations, estimates, plans and specifications and preliminary investigations therefor, and for supervising construction, as well as for the performance of all other duties required by or reasonably necessary in connection with the acquisition, construction, and installation of the Infrastructure; and (v) all other reasonable costs which shall be required under the terms of any contract for the acquisition, construction, and installation of the Infrastructure.

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

“County Council” shall mean the County Council of the County.

“*Event of Default*” shall mean, with reference to this Agreement, an occurrence described in Section 5.01 hereof.

“*Fee Payments*” shall mean payments-in-lieu of taxes made or to be made by the Company with respect to the Project pursuant to the Park Agreement.

“*Infrastructure*” shall have the meaning attributable to such term under Section 4-29-68 of the Code, and shall specifically include, without limitation, to the extent permitted by the Act, the following: (i) infrastructure serving the County or the Project, including, but not limited to, buildings, rail improvements, roads, water and sewer facilities and other utilities; (ii) improved or unimproved real property, and all fixtures attached thereto, used in the operation of the Project; and (iii) personal property, including machinery and equipment, used in the operation of the Project.

“*Investment Period*” shall mean the period beginning with the first day that real or personal property comprising the Project is purchased or acquired and ending 5 years after the last day of the property tax year during which property comprising all or part of the Project is first placed in service.

“*Land*” shall mean the real property in the County more specifically described on Exhibit A hereto.

“*Multi-County Fee*” shall mean the fee payable by the County to Pickens County, South Carolina, pursuant to the Park Agreement.

“*Net Fee Payments*” shall mean the Fee Payments to be received and retained by the County after payment of the Multi-County Fee.

“*Ordinance*” shall mean the Ordinance enacted by the County Council of the County on December 2, 2025, authorizing the execution and delivery of this Agreement.

“*Park*” shall mean the joint county industrial and business park established by the County and Pickens County pursuant to the terms of the Park Agreement.

“*Park Agreement*” shall mean the Agreement for Development of a Joint County Industrial and Business Park (Horton, Inc.), dated on or about June 3, 2019, by and between the County and Pickens County, South Carolina, as from time to time amended.

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

“*Project*” shall mean the Company’s acquisition by construction or purchase of the land (including the Land), buildings, equipment, furnishings, structures, fixtures, appurtenances, and other materials for its operations within the County, which are placed in service during the Investment Period.

“*Special Source Revenue Credits*” or “*Credits*” shall mean the special source revenue credits in the amount set forth in Section 3.02 hereof against the Company’s Fee Payments as authorized by the Act to reimburse the Company for a portion of the Cost of the Infrastructure.

“*State*” shall mean the State of South Carolina.

ARTICLE II REPRESENTATIONS AND WARRANTIES

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

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

(b) The County proposes to reimburse the Company for a portion of the Cost of the Infrastructure for the purpose of promoting the economic development of the County.

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

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

(e) No actions, suits, proceedings, inquiries, or investigations are pending or, to the knowledge of the undersigned representatives of the County, threatened against or affecting the County in any court or before any governmental authority or arbitration board or tribunal, any of which could materially adversely affect this Agreement or which could, in any way, adversely affect the validity or enforceability of this Agreement or the transactions contemplated hereby.

(f) Notwithstanding any other provisions herein, the County is executing this Agreement as a statutory accommodation to assist the Company in achieving the intended benefits and purposes of the Act. The County has made no independent legal or factual investigation regarding the particulars of this transaction, and it executes this Agreement in reliance upon representations by the Company that the documents comply with all laws and regulations, particularly those pertinent to industrial development projects in South Carolina. No representation of the County is hereby made with regard to compliance by the Project or any Person with laws regulating (i) the construction or acquisition of the Project, (ii) environmental matters pertaining to the Project, (iii) the offer or sale of any securities, or (iv) the marketability of title to any property.

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

(a) The Company is a corporation in good standing under the laws of the State of Minnesota, has the power to enter into this Agreement, and by proper Company action has been duly authorized to execute and deliver this Agreement.

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

(c) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement, will not result in a material breach of any of the terms, conditions, or provisions of any Company restriction or any agreement or instrument to which the Company is now a party or by which

it is bound, will not constitute a default under any of the foregoing, and will not result in the creation or imposition of any lien, charge, or encumbrance of any nature whatsoever upon any of the property or assets of the Company, other than as may be created or permitted by this Agreement.

(d) No actions, suits, proceedings, inquiries, or investigations are pending or, to the knowledge of the Company, threatened against or affecting the Company in any court or before any governmental authority or arbitration board or tribunal, any of which could materially adversely affect this Agreement or which could, in any way, adversely affect the validity or enforceability of this Agreement or the transactions contemplated hereby.

(e) The financing of a portion of the Cost of the Infrastructure by the County through the provision of the Special Source Revenue Credits as provided herein has been instrumental in inducing the Company to acquire, construct and maintain the Project in the County and in the State of South Carolina.

(f) To the knowledge, after due inquiry, of the Company, there is no pending or threatened action, suit, proceeding, inquiry, or investigation which would materially impair the Company's ability to perform its obligations under this Agreement.

Section 2.03 Covenants of the County.

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

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

(c) To the extent the Land has not been added to the Park as of the date hereof, the County shall use its commercially reasonable efforts and endeavor to work with Pickens County to have such Land added to the Park by amending the Park Agreement to include the Land, or in the alternative, to endeavor to work with one or more contiguous counties to have the Land added to another joint county industrial and business park created by the County and a contiguous county pursuant to the Act. The County shall use its commercially reasonable efforts to keep the Land as part of the Park or such other joint county industrial and business park throughout the term of this Agreement.

Section 2.04 Covenants of the Company.

(a) The Company shall use its commercially reasonable efforts to invest not less than \$15,000,000 in taxable property in the Project during the Investment Period. The County acknowledges and agrees that investment by Co-Investors in the Project during the Investment Period shall be considered for the purposes of meeting such amount or any other investment requirement set forth in this Agreement.

(b) The Company will pay to the County from time to time amounts equal to the Administration

Expenses of the County promptly upon written request therefor, but in no event later than 30 days after receiving written notice from the County specifying the general nature of such expenses and requesting payment of the same. Notwithstanding the foregoing, the Company's obligation to reimburse the County for attorneys' fees incurred in the initial negotiation, drafting, review and initial implementation of this Agreement and any ordinances, resolutions, or other documents related hereto shall not exceed \$7,500.00.

Section 2.05 Indemnification.

(a) Subject to the provisions of this Section 2.05, the Company shall indemnify and save the County, its employees, elected officials, officers and agents (each, "Indemnified Party") harmless against and from all liability or claims arising from the County's execution of this Agreement, performance of the County's obligations under this Agreement or the administration of its duties pursuant to this Agreement, or otherwise by virtue of the County having entered into this Agreement (collectively, "Losses").

(b) Any Indemnified Party seeking to be indemnified hereunder shall promptly notify the Company in writing of any claim that could reasonably be expected to result in Losses, specifying in reasonable detail the nature of such Losses. The Indemnified Party shall provide to the Company as promptly as practicable thereafter all information and documentation reasonably requested by the Company to verify the Losses asserted. Upon the Company's receipt of any notice of a claim pursuant to this Section 2.05(b), the Company may, by giving written notice to the Indemnified Party within 15 days following such notice, elect to assume the defense thereof, including the employment of counsel at the Company's cost to carry out such defense; provided, that if the Indemnified Party is the County, in the event the County reasonably believes there are defenses available to it that are not being pursued or that the counsel engaged by the Company reasonably determines that a conflict of interest exists between the County and the Company, the County may, in its reasonable discretion, hire independent counsel to assume such defense, and the Company shall be liable for the reasonable cost of such counsel. Whether or not the Company chooses to defend such claim, all the parties hereto shall cooperate in the defense thereof and shall furnish such records, information and testimony and shall attend such conferences, discovery proceedings and trials as may be reasonably requested in connection therewith. The Company shall not be entitled to settle any such claim without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld, conditioned or delayed. In the event that the Company does not elect to assume the defense of such claim pursuant to this Section 2.05(b), the Indemnified Party shall not settle any such claim without the prior written consent of the Company, which consent shall not be unreasonably withheld, conditioned or delayed.

(c) Notwithstanding anything herein to the contrary, the Company is not required to indemnify any Indemnified Party against or reimburse the County for Losses (i) occasioned by the acts of that Indemnified Party, which are unrelated to the execution of this Agreement, performance of the County's obligations under this Agreement, or the administration of its duties under this Agreement, or otherwise by virtue of the County having entered into this Agreement; or (ii) to the extent that such Losses result from any Indemnified Party's negligence, bad faith, fraud, deceit, breach of this Agreement or willful misconduct.

(d) An Indemnified Party may not avail itself of the indemnification or reimbursement of costs provided in this Section unless it provides the Company with prompt notice, reasonable under the circumstances, of the existence or threat of any claim or liability, including, without limitation, copies of any citations, orders, fines, charges, remediation requests, or other claims or threats of claims, in order to afford the Company notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

The indemnity specified in this Section 2.05 shall survive the termination of this Agreement with respect to liability arising out of any event or act occurring prior to such termination.

ARTICLE III SPECIAL SOURCE REVENUE CREDITS

Section 3.01 Payment of Cost of Infrastructure. The Company agrees to pay, or cause to be paid, the Costs of the Infrastructure as and when due. The Company agrees that, as of any date during the term of this Agreement, the cumulative dollar amount expended by the Company on Costs of Infrastructure shall equal or exceed the cumulative dollar amount of the Special Source Revenue Credits received by the Company.

Section 3.02 Special Source Revenue Credits. The County agrees to provide Special Source Revenue Credits in two parts, for the purpose of reimbursing the Company for a portion of the Costs of Infrastructure during the Investment Period, as described below:

(a) The Part I Special Source Revenue Credit (“Part I SSRC”) shall be the excess, if any, of the ad valorem taxes that would be due in the absence of this Agreement and negotiated Fee payments calculated as provided in Title 12, Chapter 44 of the Code, using an assessment ratio of 6% and the then-in-effect total millage rate of 214.9 mills for a twenty-year term.

(b) The Part II Special Source Revenue Credit (“Part II SSRC”) shall be equal to:

(i) 65% of each annual Fee Payment (after the Part I SSRC is applied) to be made by the Company during years 1-10 of this Agreement; and

(ii) 25% of each annual Fee Payment (after the Part I SSRC is applied) to be made by the Company during years 11-15 of the Agreement.

The Part II SSRC will be received by the Company at the aforementioned percentages during years 1-15 following the placement in service of the initial asset investment, which shall coincide with the first Fee Payment due to the County by the Company.

(c) To receive the Part I SSRC and the Part II SSRC, the Company must file a separate schedule with its annual PT-300 filing (or successor form) with the South Carolina Department of Revenue to include only assets placed in service in the Investment Period described above. This separate schedule should be clearly and unambiguously designated as “OCONOEE COUNTY 2025 SSRC ASSETS,” and a copy of the schedule should be provided to the County Administrator, County Auditor, and the County Treasurer, simultaneously with the deadline to file the PT-300 for each applicable year. Further, the Company shall be responsible for making written annual certification as to compliance with the provisions of this Section 3.02 through the delivery of a certification in substantially the form attached hereto as Exhibit B (“Certification”) on or before each April 30 following the end of the 2025 property tax year.

(d) The County shall request the County Auditor to reflect the Part I SSRC and the Part II SSRC on each bill for Fee Payments sent to the Company by the County for each applicable property tax year, by reducing such Fee Payments otherwise due by the amount of the Part I SSRC and Part II SSRC to be provided to the Company for such property tax year.

(e) Failure timely to file the Certification shall not result in a forfeiture of the SSRC(s) for such year, but the County Auditor is not entitled to reflect the SSRC on the Fee Payment bill

until the Certification is submitted by the Company, provided, however, failure to file the Certification on or before the close of the County's then-current fiscal year (which for the avoidance of doubt, shall be considered June 30 of the calendar year prior to the date on which the Fee Payment is due) shall result in the forfeiture of the SSRC(s) for such year. The County is entitled to confirm the information (including the calculation) on the Certification prior to allowing for the deduction of the amount of the SSRC(s) from the Fee Payment due by the Company on the Fee Payment bill. If the information contained on the Certification is correct, then the County shall authorize the County Auditor to deduct the SSRC(s) from the Fee Payment bill. In no event is the County required to deduct any SSRC(s) amount(s) from any Fee Payment bill while any of the Company's taxes or Fee Payments have been invoiced by the County but remain outstanding, including any taxes or Fee Payments that may have been protested by the Company.

(f) THIS AGREEMENT AND THE CREDITS PROVIDED FOR HEREUNDER ARE LIMITED OBLIGATIONS OF THE COUNTY PROVIDED BY THE COUNTY SOLELY FROM THE NET FEE PAYMENTS RECEIVED AND RETAINED BY THE COUNTY, AND DO NOT AND SHALL NEVER CONSTITUTE AN INDEBTEDNESS OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL PROVISION (OTHER THAN THE PROVISIONS OF ARTICLE X, SECTION 14(10) OF THE SOUTH CAROLINA CONSTITUTION) OR STATUTORY LIMITATION, AND DO NOT AND SHALL NEVER CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR A CHARGE AGAINST ITS FULL FAITH, CREDIT OR TAXING POWER. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY ARE NOT PLEDGED FOR THE CREDITS.

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

(h) In accordance with Section 4-29-68(A)(2)(ii) of the Code, to the extent that the Company claims Special Source Revenue Credits as reimbursement for investment in personal property, including machinery and equipment, if such property is removed from the Project during the term of this Agreement, the amount of the Fee Payments due on such personal property for the year in which the personal property was removed from the Project also shall be due for the two years following such removal.

Section 3.03 Repayment of Special Source Revenue Credits. If the Company (together with any Co-Investors) fails to invest during the Investment Period at least \$15,000,000 in real and/or personal property at the Project that would have been subject to regular *ad valorem* property taxes except for the existence of this Agreement, then the Company shall repay to the County a *pro rata* amount of any Special Source Revenue Credits received by the Company based on the percentage of the actual investment by the Company and any Co-Investors in such property related to the Project, as compared to the required investment amount of \$15,000,000. Any amount owing pursuant to this Section 3.03 shall be treated as if a delinquent *ad valorem* tax payment due under Title 12 of the Code of Laws of South Carolina, 1976, as amended (including, for example, similar proceedings, costs, penalties, and interest) and shall be due no more than 30 days after the date on which *ad valorem* taxes would be due without penalty for the tax year having ended on the most recent December 31. The repayment specified in this Section 3.03 shall survive the termination of this Agreement with respect to liability arising out of any event or act occurring prior to such termination.

ARTICLE IV
CONDITIONS TO DELIVERY OF AGREEMENT;
TITLE TO INFRASTRUCTURE

Section 4.01 Documents to be Provided by County. Prior to or simultaneously with the execution and delivery of this Agreement, the County shall provide to the Company (a) a copy of the Ordinance, duly certified by the Clerk of the County Council under its corporate seal to have been duly enacted by the County and to be in full force and effect on the date of such certification; and (b) such additional certificates (including appropriate no-litigation certificates and certified copies of ordinances, resolutions, or other proceedings adopted by the County), instruments or other documents as the Company may reasonably request.

Section 4.02 Transfer of Project. The County hereby acknowledges that the Company may from time to time and in accordance with the provisions of this Agreement and applicable law, sell, transfer, lease, convey, or grant the right to occupy and use the Project, in whole or in part, to others. No sale, lease, conveyance, or grant shall relieve the County from the County's obligations to provide the Special Source Revenue Credits to the Company's successor or assignee under this Agreement; provided, however, that (a) such assignee must continue to make Fee Payments pursuant to the Park Agreement in the same manner and to the same extent as required of the Company; and (b) the County consents to or ratifies the assignment of this Agreement or the Special Source Revenue Credits; provided, that (i) no such consent or ratification shall be required for assignments to an Affiliate of the Company, any Co-Investor or any Affiliate of a Co-Investor; and (ii) such consent or ratification shall not be unreasonably withheld, conditioned or delayed and may be evidenced by a Resolution of the County Council.

ARTICLE V
DEFAULTS AND REMEDIES

Section 5.01 Events of Default. Each of the following shall be an "Event of Default" under this Agreement, provided, however, that no failure on the part of the Company to meet any level of investment set forth in this Agreement shall constitute an Event of Default.

(a) Failure by the Company to make a Fee Payment, which failure has not been cured within 15 days after written notice from the County to the Company specifying such failure and requesting that it be remedied;

(b) A Cessation of Operations. For purposes of this Agreement, a "Cessation of Operations" means closure of the Project for a continuous period of 12 months;

(c) A representation or warranty made by the Company which is deemed materially incorrect when made;

(d) Failure by the Company to perform any of the terms, conditions, obligations, or covenants under this Agreement, which failure has not been cured within 30 days after written notice from the County to the Company specifying such failure and requesting that it be remedied, unless the Company has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the Company is diligently pursuing corrective action; provided however, in no event shall such extended period extend beyond 90-days from delivery of notice of a failure of performance;

(e) A representation or warranty made by the County which is deemed materially incorrect when deemed made; or

(f) Failure by the County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure has not been cured within 30 days after written notice from the Company to the County specifying such failure and requesting that it be remedied, unless the County, as the case may be, has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the County is diligently pursuing corrective action; provided however, in no event shall such extended period extend beyond 90-days from delivery of notice of a failure of performance.

Section 5.02 Legal Proceedings by Company or County. Upon the happening and continuance of an Event of Default, then and in every such case the Company or County (as the case may be) in their discretion may:

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

(b) bring suit upon this Agreement;

(c) exercise any and all rights and remedies provided by the applicable laws of the State, including, with respect to any Event of Default, as described in section 5.01(a), proceed in the same manner in which the County is permitted to collect a delinquent *ad valorem* tax payment under Title 12 of the Code of Laws of South Carolina, 1976, as amended (including, for example, similar proceedings, costs, penalties, and interest); or

(d) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of its rights.

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

Section 5.04 Nonwaiver. No delay or omission of the Company or the County to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default or an acquiescence therein; and every power and remedy given by this Article V to the Company may be exercised from time to time and as often as may be deemed expedient.

ARTICLE VI MISCELLANEOUS

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

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

Section 6.03 Severability. In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, the illegality or invalidity shall not affect any other provision of this Agreement, and this Agreement and the Special Source Revenue Credits shall be construed and enforced as if the illegal or invalid provision had not been contained herein or therein. Further, if the Special Source Revenue Credits are held to be illegal or invalid, to the extent permitted by law and at the sole expense of the Company, the County agrees to make a commercially reasonable effort to issue a special source revenue bond in place of the Special Source Revenue Credits provided for herein, such special source revenue bond upon such terms and conditions which are acceptable to both the Company and the County to provide for the same economic benefit to the Company and the same revenue stream to the County, which would otherwise be enjoyed by the Company or County, as applicable, for the duration of the Special Source Revenue Credits provided, further, the Company shall be the purchaser of any such special source revenue bond.

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

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

As to the County:

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

with a copy (which shall not constitute notice) to:

Oconee County, South Carolina
Attention: County Attorney
415 South Pine Street
Walhalla, SC 29691

with a copy (which shall not constitute notice) to:

David Root, Esq.
King Kozlarek Law LLC
Post Office Box 565
Greenville, SC 29602-0565

as to the Company:

Horton, Inc.
Attention: Sam Vella
301 Oconee Business Pkwy
Westminster, SC 29693

with a copy (which shall not constitute notice) to:

Haynsworth Sinkler Boyd, P.A.
Attention: Will Johnson
P.O. Box 11889
Columbia, SC 29211

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

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

Section 6.07 Execution. This Agreement may be executed in original, by electronic, or other similar means, in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same instrument.

Section 6.08 Amendments. This Agreement may be amended only by written agreement of the parties hereto. The County hereby agrees that, to the extent allowable by law, any such amendment may be approved via resolution of County Council.

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

Section 6.10 Termination; Defaulted Payments. This Agreement shall terminate on the date upon which all Special Source Revenue Credits due to the Company hereunder have been so credited; provided, however, in the event the County or the Company is required to make any payments under this Agreement, the item or installment so unpaid shall continue as a continuing obligation of the County or the Company, respectively, until the amount shall have been fully (including any related costs, penalties, and interest) paid.

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

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

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Matthew Durham, Chairman
Oconee County Council

[SEAL]

ATTEST:

By: _____
Jennifer C. Adams, Clerk to Council
Oconee County Council

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its authorized officer as of the day and year first above written.

HORTON, INC.

By:_____

Name:_____

Its:_____

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

All that certain piece, parcel, or tract of land located at 301 Oconee Business Parkway, Westminster,
South Carolina, TMS No. 221-00-01-114, consisting of approximately 26 acres.

EXHIBIT B
FORM OF ANNUAL CREDIT CERTIFICATION

I _____, the _____ of Horton, Inc., a Minnesota corporation, ("Company"), certify in connection with Section 3.02 of the Special Source Revenue Credit Agreement, dated as of December 2, 2025, between Oconee County, South Carolina, and the Company ("Agreement"), as follows:

(1) The annual taxable investment made by the Company in the Project during the calendar year ending December 31, 20____ was \$_____.

(2) The cumulative taxable investment made by the Company in the Project from the period beginning _____, 202[] (that is, the beginning date of the Investment Period) and ending December 31, 20____, is \$_____.

(3) The amount due and owing for the _____ tax year, as reflected on the County's Consolidated Tax Invoice, dated _____, _____, 20____, is \$_____ ("Invoiced Amount").

(4) If applicable, the credit calculation for the Part I SSRC for the _____ tax year is \$_____.

(5) The credit calculation for the Part II SSRC for the _____ tax year is \$_____ (which is [appropriate credit percentage for applicable year 1-15]% of the Invoiced Amount after the Part I SSRC has been applied).

(6) The aggregate credit (including credit for the _____ tax year) for all tax years for which a credit has been/is being claimed is \$_____.

Each capitalized term used, but not defined in this Certification, has the meaning set forth in the Agreement.

IN WITNESS WHEREOF, I have set my hand: _____, _____, 20____.

Name: _____

Its: _____

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2025-23**

AN ORDINANCE AUTHORIZING THE CONVEYANCE OF EASEMENT RIGHTS TO BLUE RIDGE ELECTRIC COOPERATIVE, INC. FOR THE PURPOSE OF UTILITY INFRASTRUCTURE CONSTRUCTION AND MAINTENANCE AT PROPERTY LOCATED AT 150 SCHOOL HOUSE ROAD, WESTMINSTER, SOUTH CAROLINA, SUCH PROPERTY CURRENTLY IDENTIFIED BY TAX PARCEL NUMBER 300-00-02-031; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Oconee County (“County”), a body politic and corporate and a political subdivision of the State of South Carolina, owns certain property located at 150 School House Road, Westminster, South Carolina (“County Property”);

WHEREAS, Blue Ridge Electric Cooperative, Inc. wishes to acquire from the County, and the County wishes to grant to Blue Ridge Electric Cooperative, Inc., certain easement rights for the construction, maintenance, alteration, and replacement of an electric line or lines, for overhead or underground electric transmission, distribution, and communication lines under and through certain portions of the County Property (collectively, the “Easements Rights”);

WHEREAS, the form, terms, and provisions of the easement agreement (the “Easement Agreement”) now before the Oconee County Council (“Council”), a copy of which is attached hereto as Exhibit A, are acceptable to the Council for the purpose of giving effect to the Easement Rights; and

WHEREAS, Section 4-9-30(2) of the South Carolina Code of Laws authorizes the County to transfer or otherwise dispose of interests in real property.

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

1. Council hereby approves the grant of the Easement Rights, subject to and in conformity with the provisions of the Easement Agreement.
2. The County Administrator is authorized to execute and deliver the Easement Agreement on behalf of the County in substantially the same form as attached hereto as Exhibit A, with only such changes as are not materially adverse to the County.
3. The County Administrator is further authorized to execute and deliver any and all other documents or instruments on behalf of the County, as relate to the Easement Rights, in form and substance acceptable to the County Administrator.
4. Should any part of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall not

affect the remaining terms and provisions of this Ordinance.

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

ORDAINED in meeting, duly assembled, this _____ day of _____, 2025.

ATTEST:

Jennifer C. Adams
Clerk to Oconee County Council

Matthew Durham
Chair, Oconee County Council

First Reading: October 21, 2025
Second Reading: November 18, 2025
Third Reading: December 02, 2025
Public Hearing: December 02, 2025

EXHIBIT A

[*Attached*]

EXAMPLE

S/O # _____
ACCT # _____
JOB # _____
DATE _____

ELECTRIC LINE RIGHT-OF-WAY EASEMENT

STATE OF SOUTH CAROLINA }
COUNTY OF WHERE PROPERTY IS }

Map No. _____
Tax Map MAP/PARCEL NUMBER

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, (whether one or more) _____
NAME EXACTLY AS APPEARS ON DEED

and our heirs, successors and assigns (hereinafter referred to as "Grantor") for good and valuable consideration from Blue Ridge Electric Cooperative, Inc., whose principal office is located in Pickens, South Carolina (hereinafter called the "Cooperative"), the receipt of which is hereby acknowledged, do hereby grant unto the Cooperative, its' successors, lessees and assigns, the perpetual right, privilege, and easement:

1. To go upon the tract of land of the Grantor, containing HOW MANY acres, more or less, on Road(s) PHYSICAL ADDRESS OF PROPERTY, situated about HOW MANY miles in the DIRECTION direction from the town of NEAREST TOWN, and being bounded by lands of NAME OF PROPERTY BORDER, NAME OF PROPERTY BORDER, and _____.
2. To construct, reconstruct, locate, relocate, operate, maintain and repair in, upon, over, under and through said land, within the right-of-way strip such poles, structures, overhead and underground wires and other necessary fixtures, apparatuses and appliances, electrical distribution lines or systems, and any support structures and anchors located outside the right-of-way strip, for the purpose of distributing electricity by one or more circuits and of carrying wires of the Cooperative or any lessee thereof.
The right-of-way strip is defined as: twenty feet on each side of the centerline of any overhead primary facilities, eight feet on each side of where only underground facilities are installed, and five feet on each side where only overhead service facilities are necessary;
3. To enter upon said land at any time for the purpose of inspecting said lines and facilities and making necessary repairs and alterations thereof;
4. To make such changes, alterations and substitutions in said lines, facilities or structures from time to time as the Cooperative deems advisable or expedient;
5. To keep and maintain, as the Cooperative deems necessary, a right-of-way clear of all structures, trees, stumps, roots, shrubbery and undergrowth along said lines, facilities or structures for a space of up to the right-of-way widths listed in Item 2;
6. If an overhead line is constructed, to trim or remove and to keep trimmed or removed dead, diseased, weak or leaning trees or limbs outside of the right-of-way strip which, in the opinion of Grantee, might interfere with or fall upon the electric or communication facilities within the right-of-way strip.
7. To implement the following provisions: _____

The Grantor agrees that all lines, facilities, structures and related apparatuses and appliances installed on or in the above described land by the Cooperative or its representative(s) shall be and remain the property of the Cooperative, removable or replaceable at its option; and that the Grantor will not construct any structure within said right-of-way. The Grantor agrees that no wells shall be dug on said strip, that no septic tank, absorption pits, or underground storage tanks shall be placed on said strip, that no building or other structures shall be erected thereon; and that said strip shall not be used for burial grounds.

The Cooperative agrees that in locating or relocating and installing its structures and anchors, it will endeavor to take advantage of roadways, streets, ditches, hedgerows, etc., so as to cause the least interference to the Grantor's said land; and that if, in the construction of said lines, facilities or structures, any injury is necessarily done to crops, fences, bridges or roads, it will repair or replace such fences, bridges or roads, and will pay the Grantor for injury to such crops.

TO HAVE AND TO HOLD the aforesaid rights, privileges and easement unto the Cooperative, its successors and assigns, forever.

Rev. 03/22/2022

The Grantor covenants that he is the owner of the above described lands.

IN WITNESS WHEREOF, Grantor has set his hand(s) and seal(s) this _____ day of _____, 20_____.

Signed, sealed, and delivered in the presence of:

> WITNESS SIGNATURE
Witness Signature

> PRINT WITNESS SIGNATURE
Print Witness Name

* NOTARY SIGNATURE
Notary Signature

* PRINT NOTARY SIGNATURE
Print Notary Name

X SIGN AS LISTED ON DEED _____ (L.S.)
Grantor

X PRINT AS LISTED ON DEED _____
Print Name

X SIGN AS LISTED ON DEED _____ (L.S.)
Grantor

X PRINT AS LISTED ON DEED _____
Print Name

STATE OF IN WHICH NOTORIZED }
COUNTY OF IN WHICH NOTORIZED }

PROBATE

PERSONALLY appeared before me > WITNESS SIGNATURE _____ and made oath that (s)he was present and saw the within named X ALL NAMES LISTED ON DEED _____

SIGN, SEAL AND as HIS/HER/THEIR ACT AND DEED deliver the within written deed for the uses and purposes therein mentioned, and that (s)he with * NOTARY SIGNATURE _____ witnessed the execution thereof. The subscribing witness is not a party to or beneficiary of the transaction.

SWORN TO AND SUBSCRIBED }

before me this _____ day of _____ }
*, _____, 20_____, }

> WITNESS SIGNATURE _____
Witness Signature

* NOTARY SIGNATURE _____ (L.S.)
Notary Public for STATE OF NOTARY
My Commission Expires: _____

PRINT NOTARY NAME
*, _____

AND

* NOTARY SEAL

> 1 WITNESS SIGNS IN 3 DIFFERENT PLACES, PRINTS IN ONE

* 1 NOTARY SIGNS IN 3 DIFFERENT PLACES, PRINTS IN ONE

****THE NOTARY AND WITNESS CANNOT BE THE SAME PERSON****

IF NOTARY IS NOT FROM STATE OF SC, MARK THROUGH "STATE OF SC" AND WRITE THE CORRECT STATE ABOVE

IF ANY ERROR IS MADE, MARK THROUGH THE ERROR AND WRITE THE CORRECTION ABOVE. THIS IS A LEGAL DOCUMENT AND CANNOT BE ACCEPTED IF "WHITE OUT" IS USED.

S/O # 1918884
ACCT # 18914-006
JOB # 908117
DATE _____

ELECTRIC LINE RIGHT-OF-WAY EASEMENT

STATE OF SOUTH CAROLINA }
COUNTY OF Dillon }

Map No. _____
Tax Map 300-00-02-031

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, (whether one or more) Phil Shirley
as interim county administrator for Dillon County
and our heirs, successors and assigns (hereinafter referred to as "Grantor") for good and valuable consideration from Blue Ridge Electric Cooperative, Inc., whose principal office is located in Pickens, South Carolina (hereinafter called the "Cooperative"), the receipt of which is hereby acknowledged, do hereby grant unto the Cooperative, its successors, lessees and assigns, the perpetual right, privilege, and easement:

1. To go upon the tract of land of the Grantor, containing 24.42 acres, more or less, on Road(s) 150 School House Rd., situated about 2.4 miles in the SE direction from the town of Westminster, and being bounded by lands of Reunion Byrd, and _____.
2. To construct, reconstruct, locate, relocate, operate, maintain and repair in, upon, over, under and through said land, within the right-of-way strip such poles, structures, overhead and underground wires and other necessary fixtures, apparatuses and appliances, electrical distribution lines or systems, and any support structures and anchors located outside the right-of-way strip, for the purpose of distributing electricity by one or more circuits and of carrying wires of the Cooperative or any lessee thereof.
The right-of-way strip is defined as: twenty feet on each side of the centerline of any overhead primary facilities, eight feet on each side of where only underground facilities are installed, and five feet on each side where only overhead service facilities are necessary; See Exhibit A, attached hereto and incorporated herein, which illustrates the right-of-way strip.
3. To enter upon said land at any time for the purpose of inspecting said lines and facilities and making necessary repairs and alterations thereof;
4. To make such changes, alterations and substitutions in said lines, facilities or structures from time to time as the Cooperative deems advisable or expedient;
5. To keep and maintain, as the Cooperative deems necessary, a right-of-way clear of all structures, trees, stumps, roots, shrubbery and undergrowth along said lines, facilities or structures for a space of up to the right-of-way widths listed in Item 2;
6. If an overhead line is constructed, to trim or remove and to keep trimmed or removed dead, diseased, weak or leaning trees or limbs outside of the right-of-way strip which, in the opinion of Grantee, might interfere with or fall upon the electric or communication facilities within the right-of-way strip.
7. To implement the following provisions: _____

The Grantor agrees that all lines, facilities, structures and related apparatuses and appliances installed on or in the above described land by the Cooperative or its representative(s) shall be and remain the property of the Cooperative, removable or replaceable at its option; and that the Grantor will not construct any structure within said right-of-way. The Grantor agrees that no wells shall be dug on said strip, that no septic tank, absorption pits, or underground storage tanks shall be placed on said strip, that no building or other structures shall be erected thereon; and that said strip shall not be used for burial grounds.

The Cooperative agrees that in locating or relocating and installing its structures and anchors, it will endeavor to take advantage of roadways, streets, ditches, hedgerows, etc., so as to cause the least interference to the Grantor's said land; and that if, in the construction of said lines, facilities or structures, any injury is necessarily done to crops, fences, bridges or roads, it will repair or replace such fences, bridges or roads, and will pay the Grantor for injury to such crops.

TO HAVE AND TO HOLD the aforesaid rights, privileges and easement unto the Cooperative, its successors and assigns, forever.

The Grantor covenants that he is the owner of the above described lands.

IN WITNESS WHEREOF, Grantor has set his hand(s) and seal(s) this _____ day of _____, 20_____.

Signed, sealed, and delivered in the presence of:

> _____
Witness Signature

> _____
Print Witness Name

* _____
Notary Signature

* _____
Print Notary Name

X _____ (L.S.)
Grantor

Phil Shirley as interim
Print Name county administrator
of Oconee County (s.)
Grantor

Print Name

STATE OF _____ }
COUNTY OF _____ }

PROBATE

PERSONALLY appeared before me > _____ and made oath that (s)he was present and Oconee
saw the within named Phil Shirley as interim county administrator of county
SIGN, SEAL AND as his ACT AND DEED deliver the within written deed for the uses and purposes therein
mentioned, and that (s)he with * _____ witnessed the execution thereof. The

subscribing witness is not a party to or beneficiary of the transaction.

SWORN TO AND SUBSCRIBED }
before me this _____ day of }
*, _____, 20_____, }

> _____
Witness Signature

* _____ (L.S.)
Notary Public for _____

* My Commission Expires: _____

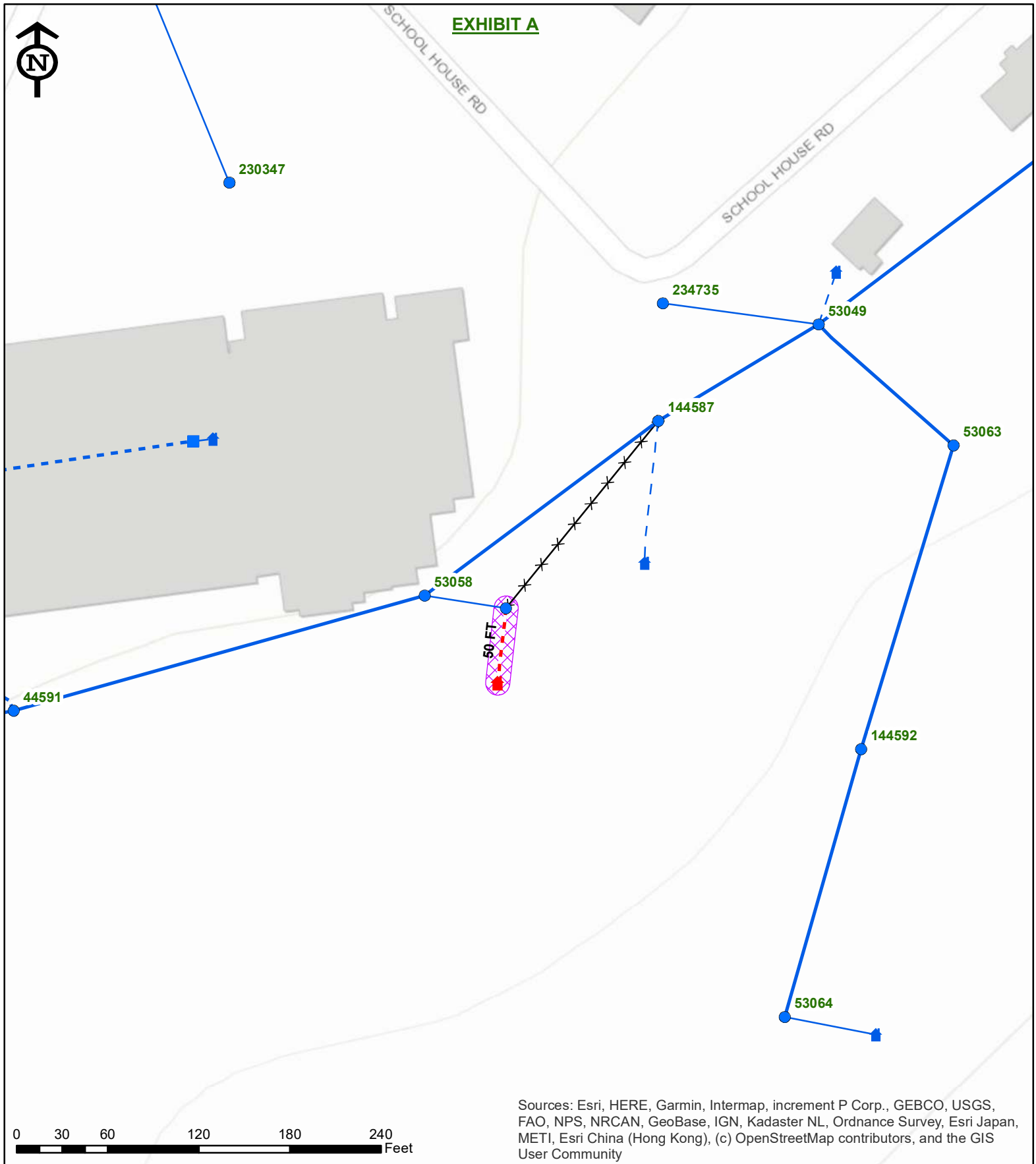
PRINT NOTARY NAME

* _____

AND

NOTARY SEAL

*



<ul style="list-style-type: none"> Existing Pad Mount Structure Existing Pedestal Existing Pole Existing Meter Location Proposed Meter Location Proposed Easement 	<ul style="list-style-type: none"> Existing OH Secondary Existing UG Secondary Existing OH 7.2kV Distribution Existing UG 7.2kV Distribution Proposed Secondary Conductor Retire Secondary Conductor
---	--

Exhibit A

Oconee County

150 School House Road

Parcel # 300-00-02-031

BREC Project ID # 1016278

BREC Staking ID # 908117

This drawing shows the approximate locations for the existing Blue Ridge Electric facilities, proposed Blue Ridge Electric facilities, property lines, and SCDOT/County right of way.

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2025-24**

AN ORDINANCE FORMALLY REPEALING ARTICLE IV (SEE ORDINANCE 1995-07) AND ARTICLE V (SEE ORDINANCE 1989-06) OF CHAPTER 34 (“UTILITIES”) OF THE OCONEE COUNTY CODE OF ORDINANCES, AS RELATES TO SEWER REGULATIONS OF THE FORMER OCONEE COUNTY SEWER COMMISSION; AND OTHER MATTERS RELATED THERETO.

WHEREAS, the Oconee County Council adopted Ordinances 1995-07 and 1989-06, which are codified in the Oconee County Code of Ordinances at Chapter 34, Articles IV and V respectively (hereinafter “Articles IV and V”);

WHEREAS, Articles IV and V relate to operations of the former Oconee County Sewer Commission, which is no longer an operational entity; and

WHEREAS, the provisions of Articles IV and V are consequently not relevant to County operations.

NOW, THEREFORE, be it ordained, by County Council, in meeting duly assembled, that Article IV (Ord No. 1995-07) and Article V (Ord No. 1989-06) of Chapter 34 (“Utilities”) of the Oconee County Code of Ordinances, as relates to sewer regulations of the former Oconee County Sewer Commission are hereby repealed.

ORDAINED in meeting, duly assembled, this ____ day of _____, 2025.

ATTEST:

Jennifer C. Adams
Clerk to Oconee County Council

Matthew Durham
Chair, Oconee County Council

First Reading: October 21, 2025
Second Reading: November 18, 2025
Third Reading: December 02, 2025
Public Hearing: December 02, 2025

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2025-25**

AN ORDINANCE TO AMEND ARTICLE IV (“USE OF PARKS AND RECREATION AREAS”) OF CHAPTER 22 (“PARKS AND RECREATION”) OF THE OCONEE COUNTY CODE OF ORDINANCES, WITH RESPECT TO THE REGULATION OF GOLF CART OPERATION AT COUNTY PARKS; 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 (“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 (“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;

WHEREAS, the County has adopted multiple ordinances for the effective, efficient governance of the County, which, subsequent to adoption, are codified in the Oconee County Code of Ordinances (the “Code of Ordinances”), as amended;

WHEREAS, County Council recognizes that there is a need to revise the law of the County to meet the changing needs of the County and that there is a need to amend, specifically, certain sections of Chapter 22 of the Code of Ordinances, entitled “Parks, Recreation, and Tourism,” by modifying provisions related to the operation of golf carts at County Parks; and

WHEREAS, County Council has therefore determined to modify Chapter 22 of the Code of Ordinances and to affirm and preserve all other provisions of the Code of Ordinances not specifically, or by implication, amended hereby.

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

1. Section 22-115(6)(g) of Article IV of Chapter 22 of the Code of Ordinances, entitled *Parks, Recreation, and Tourism*, is hereby revised, rewritten, and amended to remove the restriction allowing only electric golf carts, so that it reads as follows:

g. Golf carts may be operated at all county parks and recreation areas subject to the following regulations:

i. All carts must have a valid registration with the Department of Motor Vehicles, display the Department of Motor Vehicles' decal at all times, and carry proof of insurance.

- ii. Golf carts shall only be driven by people with a valid driver's license who are named insured on the golf cart's insurance policy.*
- iii. Only golf carts that emit minimal noise are permitted. Golf carts that create a park nuisance by virtue of noise or otherwise are prohibited.*
- iv. Golf carts shall only be driven on park or recreation area roads.*
- v. Golf carts shall only be driven from one park or recreation area facility to another; cruising is prohibited.*
- vi. No golf carts shall be operated after 10:00 p.m. except for emergencies and/or trips to the bath house(s).*
- vii. Only golf carts with headlights and taillights may be driven between sunset and sunrise.*

2. 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.

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

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

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

ORDAINED in meeting, duly assembled, this ____ day of _____, 2025.

ATTEST:

Jennifer C. Adams
Clerk to Oconee County Council

Matthew Durham
Chair, Oconee County Council

First Reading: November 18, 2025
Second Reading: December 2, 2025
Third Reading: January 20, 2026
Public Hearing: January 20, 2026

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2025-26**

AN ORDINANCE TO AMEND SECTION 28-9 (“USED AND WASTE TIRES”) OF CHAPTER 28 (“SOLID WASTE MANAGEMENT”) OF THE OCONEE COUNTY CODE OF ORDINANCES TO ALIGN THE SAME WITH THE 2025 AMENDMENTS TO S.C. CODE SECTIONS 44-96-170(E) AND (F) RELATING TO WASTE TIRE RECEIPT AND FEES; AND OTHER RELATED MATTERS.

WHEREAS, consistent with the powers granted county governments by S.C. Code § 4-9-25 and S.C. Code § 4-9-30, Oconee County (“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;

WHEREAS, the County has adopted multiple ordinances for the effective, efficient governance of the County, which, subsequent to adoption, are codified in the Oconee County Code of Ordinances (the “Code of Ordinances”), as amended; and

WHEREAS, County Council recognizes that there is a need to revise the law of the County to meet the changing needs of the County and that there is a need to revise Section 28-9 (“Used and Waste Tires”) of Chapter 28 (“Solid Waste Management”) of the Oconee County Code of Ordinances to align the same with the 2025 amendments to S.C. Code Sections 44-96-170(e) and (f) relating to waste tire receipt and fees.

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

1. Section 28-9 (“Used and Waste Tires”) of Chapter 28 (“Solid Waste Management”) of the Oconee County Code of Ordinances is hereby rewritten, revised, and amended to read as set forth in Exhibit A, which is attached hereto and incorporated herein by reference. Attached hereto as Exhibit B is a version of Section 28-9 the illustrates the changes reflected on Exhibit A; Exhibit B is for illustrative purposes only, and shall not be codified.

2. 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.

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

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

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

ORDAINED in meeting, duly assembled, this ____ day of _____, 2025.

ATTEST:

Jennifer C. Adams
Clerk to Oconee County Council

Matthew Durham
Chair, Oconee County Council

First Reading: December 02, 2025
Second Reading: January 20, 2025
Third Reading: February 03, 2025
Public Hearing: February 03, 2025

Sec. 28-9. Used and waste tires.

- (a) All persons shall adhere to laws and regulations set forth by the South Carolina Department of Environmental Services (formerly DHEC), specifically including Regulation 61-107.3., "Solid Waste Management: Waste Tires."
- (b) It shall be unlawful for any person to store, dump, discard, or abandon waste tires without either being registered with DHEC or meeting the exemptions set forth in the above mentioned DHEC regulations.
- (c) All waste tires generated, transported to, or stored in the county must be delivered to a waste tire collection facility or the Oconee County Solid Waste Complex-Transfer Station.
- (d) All illegal and unregistered waste tire dump sites are subject to the procedures and penalties of the litter control ordinance of Oconee County, as well as all applicable local, state, and federal laws.
- (e) Used tire dealer.
 - (1) Any individual or commercial entity that sells, removes, replaces, and/or repairs used tires shall be required to:
 - a. Register as a used tire dealer with the department;
 - b. Purchase a license annually;
 - c. Record sales and retain disposal receipts of all tires processed; and
 - d. Appropriately dispose of all waste tires.
 - (2) Used tire retailers must keep receipts and records of tires sold and disposed of in the county. These records must be kept for a minimum of three years and made available upon request.
 - (3) Used tires for resale must be stacked orderly either in rows or on racks for easy inspection and kept so the tires do not create a mosquito habitat or other environmental hazard.
- (f) Waste tire fees.
 - (1) Anyone disposing of waste tires at the solid waste complex-transfer station shall be required to pay the appropriate fees set forth by the county's annual budget.
 - (2) The waste tire fee shall apply to all waste tires, including heavy equipment tires and oversized tires that have a diameter greater than the largest tire with a U.S. Department of Transportation number. Fleets are required to provide documentation for proof-of-purchase on instate tires. The disposal fee applies to all tires for which no state tire disposal fee has been paid.
 - (3) In accordance with Act No. 33 of 2025, enacted by the South Carolina General Assembly, Oconee County prohibits the acceptance of waste tires from retailers in any County facility.
 - (4) Notwithstanding the prohibition in subsection (f)(3), above, Oconee County may accept waste tires from retailers,¹ who shall be required to pay a tipping fee of up to \$400 per ton, as authorized by Act No. 33 of 2025. The County Administrator, or his designee, is authorized to establish and implement the tipping fee of up to \$400 per ton based on market conditions, disposal costs, and operational requirements.
 - (5) Oconee County, at its sole discretion, may refuse acceptance of any waste tires that may pose environmental, safety or regulatory risks until such hazards are remediated.

¹ Acceptance of such waste tires is permitted at the Solid Waste Complex only.

-
- (6) County residents are exempt from waste tire fees for small tires from lawn and garden equipment and bicycles. Waste tire fees will apply to any commercial entity that disposes of these same items.

DRAFT

Sec. 28-9. Used and waste tires.

- (a) All persons shall adhere to laws and regulations set forth by the South Carolina Department of Environmental Services (formerly DHEC), DHEC specifically including Regulation 61-107.3., "Solid Waste Management: Waste Tires."
- (b) It shall be unlawful for any person to store, dump, discard, or abandon waste tires without either being registered with DHEC or meeting the exemptions set forth in the above mentioned DHEC regulations.
- (c) All waste tires generated, transported to, or stored in the county must be delivered to a waste tire collection facility or the Oconee County Solid Waste Complex-Transfer Station.
- (d) All illegal and unregistered waste tire dump sites are subject to the procedures and penalties of the litter control ordinance of Oconee County, as well as all applicable local, state, and federal laws.
- (e) Used tire dealer.
 - (1) Any individual or commercial entity that sells, removes, replaces, and/or repairs used tires shall be required to:
 - a. Register as a used tire dealer with the department;
 - b. Purchase a license annually;
 - c. Record sales and retain disposal receipts of all tires processed; and
 - d. ~~Dispose~~Appropriately dispose of all waste tires ~~at a waste tire collection facility or the Oconee County Solid Waste Complex-Transfer Station.~~
 - (2) Used tire retailers must keep receipts and records of tires sold and disposed of in the county. These records must be kept for a minimum of three years and made available upon request.
 - (3) Used tires for resale must be stacked orderly either in rows or on racks for easy inspection and kept so the tires do not create a mosquito habitat or other environmental hazard.
- (f) Waste tire fees.
 - (1) Anyone disposing of waste tires at the solid waste complex-transfer station shall be required to pay the appropriate fees set forth by the county's annual budget.
 - (2) The waste tire fee shall apply to all waste tires, including heavy equipment tires and oversized tires that have a diameter greater than the largest tire with a U.S. Department of Transportation number. Fleets are required to provide documentation for proof-of-purchase on instate tires. The disposal fee applies to all tires for which no state tire disposal fee has been paid.
 - (3) ~~Any dealer who brings waste tires to~~In accordance with Act No. 33 of 2025, enacted by the South Carolina General Assembly, Oconee County Solid Waste Complex-Transfer Station will prohibit the acceptance of waste tires from retailers in any County facility.
 - (4) Notwithstanding the prohibition in subsection (f)(3), above, Oconee County may accept waste tires from retailers,¹ who shall be required to pay be required to pay the appropriate fees, unless the adequate paperwork (S.C. DOR Solid Waste Excise Tax Return Form ST-390 including proof of payment) a tipping fee of up to \$400 per ton, as authorized by Act No. 33 of 2025. The County Administrator, or his designee, is ~~provided~~ authorized to establish and implement the tipping fee of up to \$400 per ton based on market conditions, disposal costs, and operational requirements.

¹ Acceptance of such waste tires is permitted at the Solid Waste Complex only.

EXHIBIT B

~~{4(5)}~~ Oconee County, at its sole discretion, may refuse acceptance of any waste tires that may pose environmental, safety or regulatory risks until such hazards are remediated.

(6) County residents are exempt from waste tire fees for small tires from lawn and garden equipment and bicycles. Waste tire fees will apply to any commercial entity that disposes of these same items.

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: December 2, 2025
COUNCIL MEETING TIME: 6:00 PM**

ITEM TITLE OR DESCRIPTION:

Local ATAX Recommendations- Oconee County PRT Commission - \$153,600

BACKGROUND OR HISTORY:

A portion of Local ATAX revenues received by Oconee County are made available for ATAX grants through Ordinance 2011-12. ATAX grants are to be tourism related grants that meet the ATAX guidelines specified by local and State mandates. Grants are recommended by the PRT Commission based on tourism impact of the project and approved by County Council. All external ATAX grant recipients are required to turn in intermediate reports every 60 days to the progress of the grant and a final report upon completion of the grant. These reports are placed in the grant folder, which is kept active by the PRT staff until the grant is considered complete.

Internal projects through Oconee PRT are also recommended through local ATAX for eligible projects to lessen the impact to the general fund when available. These projects specifically address safety compliance items, tournament and event recruitment as well as marketing/advertising. See attached worksheet for project descriptions.

SPECIAL CONSIDERATIONS OR CONCERNS:

COMPLETE THIS PORTION FOR ALL PROCUREMENT REQUESTS:

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

If no, explain briefly: NO-ATAX grants

FINANCIAL IMPACT:

Local ATAX available balance as of Nov. 11, 2025: **\$968,839.89**

If all grants/projects approved/new balance will be: **\$815,239.89**

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: N/A

If yes, who is matching and how much: Varies by grant!

ATTACHMENTS

Spreadsheet unanimously approved by PRT Commission on 11/13/25.

STAFF RECOMMENDATION:

Approval of ATAX grant recommendations per the attached spreadsheet.

Reviewed By/ Initials:

_____ County Attorney _____ Finance _____ Grants _____ Procurement

Submitted or Prepared By:

Approved for Submittal to Council:

Phil Shirley, PRT Director
Department Head/Elected Official

Phil Shirley, Interim County Administrator

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

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

					Dec-25	
Local/State ATAX Recommendations-December 2025					Amount	PRT
			Funds		Eligible for	Commission
Applicant	ATAX	Requested	Project Description		ATAX	Recommendation
Oconee PRT	Local	\$7,500	Additional safety mulch for two South Cove playgrounds as a result of annual inspection		\$7,500	\$7,500
Oconee PRT	Local	\$35,000	2025-2026 Events/Fishing Tournaments		\$35,000	\$35,000
Oconee PRT	Local	\$3,700	High Falls Park Electrical Evaluation/Upgrade plan-Campground		\$3,700	\$3,700
Oconee PRT	Local	\$12,400	South Cove Pavilion Structural Engineering-Shelter currently closed for safety		\$12,400	\$12,400
Oconee PRT	Local	\$30,000	South Cove Dump Station renovation-new septic and drainfield (current system 50+ yrs old)		\$30,000	\$30,000
Oconee PRT	Local	\$25,000	Hartwell site(s) Electrical compliance upgrades (Friendship, Fairplay, Mullins Ford, Lawrence Bridge)		\$25,000	\$25,000
Oconee PRT	Local	\$5,000	Disc Golf Tournament sponsorships (5)		\$5,000	\$5,000
Oconee PRT	Local	\$15,000	Placer Software		\$15,000	\$15,000
Oconee PRT	Local	\$15,000	SC250 Marketing		\$15,000	\$15,000
Oconee PRT	Local	<u>\$5,000</u>	Safety 911 signage-Lake Keowee/Lake Jocassee		<u>\$5,000</u>	<u>\$5,000</u>
	Totals	\$153,600			\$153,600	\$153,600.00

Economic Impact Statements-2025-2026 Fishing/Cycling Tournaments

	<u>Tournament</u>	<u>Date</u>	<u>Host Fee</u>	<u>Location</u>	<u># of Boats / Cyclist</u>	<u># of Anglers / Riders</u>	<u>Total days</u>	<u>Average Daily Spend</u>	<u>Economic Impact</u>
	Holler in Walhalla Gravel Roll	8/25/2025	\$ 3,500.00	Walhalla	200	200	1	\$ 175.00	\$35,000.00
	Go Nuts Cycling-Nut Gobbler XC Race	11/16/2025	\$ 3,000.00	Stumphouse	100	100	1	\$ 175.00	\$17,500.00
	Queen City Kayak Tournament	1/24/2026	\$ 2,000.00	Keowee	70	70	1	\$ 250.00	\$17,500.00
	Savannah River Division BFL	1/31/2026	\$ 2,000.00	South Cove	120	240	1	\$ 250.00	\$60,000.00
	American Bass Anglers	2/7/2026	\$ 1,000.00	South Cove	40	80	1	\$ 250.00	\$20,000.00
	Major League Fishing Pro Tour	2/16-22/26	\$ 30,000.00	Seneca Creek	50	50	6	\$ 275.00	\$82,500.00
	Palmetto Boat Center High School Classic		\$ 1,500.00	Keowee	65	130	1	\$ 250.00	\$32,500.00
	Skeeter Bass Challenge	2/22/2026	\$ 1,500.00	South Cove	150	300	1	\$ 250.00	\$75,000.00
	LBAA Women's Pro Bass Tour	2/26-28/26	\$ 3,000.00	Keowee	22	44	4	\$ 250.00	\$44,000.00
	World Fishing Tour	3/5-7/26	\$ 3,000.00	Keowee	35	70	4	\$ 250.00	\$70,000.00
	American Bass Anglers Couples Division	3/21/2026		Keowee	30	60	1	\$ 250.00	\$15,000.00
	SC Bass Nation Bass Challenge Youth	3/28/2026	\$ 1,000.00	Keowee	150	300	1	\$ 250.00	\$75,000.00
								\$ 250.00	
	MLF South Carolina Division	4/11/2026	\$ 2,000.00	Seneca Creek	120	240	1	\$ 250.00	\$60,000.00
	Savannah River Division BFL	4/25/2026	\$ 2,000.00	Keowee	120	240	1	\$ 250.00	\$60,000.00
			\$ 55,500.00						\$664,000.00

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ANNOUNCEMENTS

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PETS

Oconee Humane Society offers low-cost spay/neuter vouchers to ALL Oconee County residents. Find out more at oconeehumane.org or call 864-882-4719

REPORT YOUR LOST PET to Oconee County Animal Shelter 888-0221 or email info to: ocas@netmds.com
You may include a photo. We will contact you if we find your pet.



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NOTICE OF PUBLIC SALE: Pursuant to SC Self-Service Storage Facility Act & to satisfy Owner's lien Storage Sense located at 365 Keowee School Road, Seneca, SC, 29672, intends to sell the personal property described below. Everything sold is purchased AS-IS for cashier's check or money orders NO CASH. See and bid on all units 24/7 at www.lockerfox.com Bidding ends on Wednesday December 3rd @ 11am. Storage Sense reserves the right to refuse any bid or rescind any purchase until the winning bidder takes possession of the property. TERMS listed on auction website. 0325, Damien O Lone, Misc. Items; 0280, Jessica P Clingerman, Misc. Items; 0428, Levi Jones, Misc. Items; 0400, John A. Catchings, Misc. Items; 0382, Thomas Chapman, Misc. Items; 0343, Jennifer Crowe, Misc Items; 0330, Michael Mullen, Misc. Items; 0145, Edward Richardson, Misc. Items.

NOTICE OF PUBLIC SALE: Pursuant to SC Self-Service Storage Facility Act & to satisfy Owner's lien Storage Sense located at 2254 Sandifer Blvd. Westminster, SC, 29693 intends to sell the personal property described below. Everything sold is purchased AS-IS for cashier's check or money orders NO CASH. See and bid on all units 24/7 at www.lockerfox.com Bidding ends on Wednesday November 19th @ 11am. Storage Sense reserves the right to refuse any bid or rescind any purchase until the winning bidder takes possession of the property. TERMS are listed on the auction website. B0318, Michael Chamberlin, misc items.

NOTICE OF PUBLIC SALE: Pursuant to SC Self-Service Storage Facility Act & to satisfy Owner's lien Storage Sense located at 2254 Sandifer Blvd. Westminster, SC, 29693 intends to sell the personal property described below. Everything sold is purchased AS-IS for cashier's check or money orders NO CASH. See and bid on all units 24/7 at www.lockerfox.com Bidding ends on Wednesday December 3rd @ 11am. Storage Sense reserves the right to refuse any bid or rescind any purchase until the winning bidder takes possession of the property. TERMS are listed on the auction website. B0201, Roni Bramlett, Misc Items; B010226, Allen Scott, Misc Items.

PUBLIC AUCTION. Sat., Nov. 15 at 9:30 AM. 510 Stoller Rd (Hwy 301), Bamberg, SC. Selling for Bamberg Board of Public Works and consignments. Call now to consign! 2017 Chevy Silverado pickup 1500 w/89k miles, 2014 Chevy Silverado pickup w/102k miles, 2008 Ford F750 bucket truck w/40k miles, Vermeer V4150 trencher w/615 hours, tractors, trailers, shop equip, tools, accepting consignments Nov. 10-14. Call 803-860-0712. www.cogburnauction.com.

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Saturday, 11/22: 8:00 AM - 4:00 PM
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HOUSES FOR SALE

PUBLISHERS NOTICE
All real estate advertising in this newspaper is subject to Federal Fair Housing Act of 1968 which makes it illegal to advertise "any preference, limitation or discrimination" based on race, color, religion, sex, handicap, familial status or national origin, or intention to make any such preference, limitation or discrimination." This newspaper will not knowingly accept any advertising for real estate which is in violation of the law. Our readers are hereby informed that all dwellings advertised in this newspaper are available on an equal opportunity basis.

LEGALS

The City of Seneca is accepting grant applications for the use of Hospitality Tax monies. Approximately \$10,000 in funding is available. The deadline to apply is Wednesday, November 26, 2025, at 5:00 pm at the Seneca City Hall. These funds are available for tourism related projects, programs, events, and promotions. Applicants must propose to use funds for the promotion of tourism in Seneca. Applications are available on the city's website: www.seneca.sc.us and at Seneca City Hall located at 221 E. N. First St, Seneca, SC 29678. For more information or an application contact City Hall at 864-885-2700.

Auction
Update Properties Self Storage
430 E Main St. Salem, SC 29676
11/22/2025 @ 10a

A04 C West
Clothes, Bags, Basket, Shelf, Holiday decor, bins, glassware, candy, games, boxes.
Unit for sale unless balance paid by owner prior to auction time.
Bidders - Cash Only
Tel: 864.719.4632

NOTICE TO CREDITORS OF ESTATES

All persons having claims against the following estates **MUST** file their claims on FORM #371ES with the Probate Court of OCONEE County, the address of which is 415 S PINE ST Walhalla SC 29691, within eight (8) months after the date of the first publication of this Notice to Creditors or within one (1) year from date of death, whichever is earlier (SCPC 62-3-801, et seq.), or such persons shall be forever barred as to their claims. All claims are required to be presented in written statements on the prescribed form (FORM #371ES) indicating the name and address of the claimant, the basis of the claim, the amount claimed, the date when the claim will become due, the nature of any uncertainty as to the claim, and a description of any security as to the claim.

Estate: NANCY CAROL GILLESPIE ALLGOOD
Date of Death: 8/9/2025
Case Number: 2025ES3700532
Personal Representative: ANGELA R WALKER
Address: 125 DAYLILY LANE EASLEY, SC 29642

Estate: CAROL BAILES GARLAND
Date of Death: 9/18/2025
Case Number: 2025ES3700588
Personal Representative: TONY E. GARLAND
Address: 156 FLAT CREEK RD SENECA, SC 29672

Estate: MARY ANN PRATER
Date of Death: 9/12/2025
Case Number: 2025ES3700590
Personal Representative: JOHN A PRATER
Address: 401 OUTZ ROAD TOWNVILLE, SC 29689

Estate: DWIGHT WINSTON STALL
Date of Death: 8/18/2025
Case Number: 2025ES3700601
Personal Representative: JOHN STALL
Address: 112 NORGE LANE WILLIAMSBURG, VA 23188
Attorney, if applicable: MATTHEW LINDER
Address: 252 LATITUDE LANE STE 102

Estate: MICHAEL HERSHAL COHEA
Date of Death: 6/2/2025
Case Number: 2025ES3700616
Personal Representative: MARK RANDALL COHEA
Address: PO BOX 313 SAPPHIRE, NC 28774
Attorney, if applicable: M. ED MCLAURIN
Address: POST OFFICE BOX 1900 10 COMMONS BOULEVARD

Estate: MARSHA S. LANFORD
Date of Death: 7/25/2025
Case Number: 2025ES3700571
Personal Representative: WILLIAM LANFORD
Address: 286 GEORGIA QUEEN DR WOODRUFF, SC 29388

Estate: JOAN MAE MULCAHY

Date of Death: 8/6/2025
Case Number: 2025ES3700582
Personal Representative: KEVIN CHARLES MULCAHY
Address: 2311 TRAILS END CT SENECA, SC 29672
Attorney, if applicable: EMMA W. MORRIS
Address: PO BOX 795 SENECA, SC 29679

Estate: JUNE RAMPY PONDER
Date of Death: 10/3/2025
Case Number: 2025ES3700617
Personal Representative: LYNN R. MENENDEZ
Address: 5420 DOGWOOD RD KNOXVILLE, TN 37918

NOTICE TO CREDITORS OF ESTATES

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Estate: BRANDON SIDNEY EARLEY
Date of Death: 9/18/2025
Case Number: 2025ES3700592
Personal Representative: CHRISTINE MARY EARLEY
Address: 11 KEOWEE DRIVE SALEM, SC 29676

Estate: MADALINE SIMPSON MARTIN
Date of Death: 9/5/2025
Case Number: 2025ES3700597
Personal Representative: EDWARD H. MARTIN
Address: 730 JUMPING BRANCH RD TAMASSEE, SC 29686

Estate: RAY NORMAN SANDERS
Date of Death: 9/23/2025
Case Number: 2025ES3700614
Personal Representative: JOHN MILTON WILBANKS
Address: 800 NORTH ANDOVER DR WALHALLA, SC 29691
Attorney, if applicable: EMMA W. MORRIS
Address: PO BOX 795 SENECA, SC 29679

Estate: STANLEY DOUGLAS GUERTIN
Date of Death: 10/9/2025
Case Number: 2025ES3700621
Personal Representative: DAVID BRUCE GUERTIN
Address: 506 STONERIDGE COURT SENECA, SC 29672

Notice of Sale
C/A No: 2023-CP-37-00966

BY VIRTUE OF A DECREE of the Court of Common Pleas for Oconee County, South Carolina, heretofore issued in the case of Freedom Mortgage Corporation vs. Deward C Butler; Abigail M Butler; Marilea L Butler; The United States of America, by and through its Agency, the Department of Housing and Urban Development I the undersigned as Clerk of Court for Oconee County, will sell on December 1, 2025 at 11:00 AM at Oconee County Court House, Walhalla, South Carolina 29691 to the highest bidder:

Legal Description and Property Address:
ALL that certain piece, parcel or lot of land situated, lying and being in Foxwood Hills Subdivision (previously known as Mountain Bay Estates) Oconee County, South Carolina, and shown and designated as Lot #198, Section Kinston, on a plat recorded in Plat Book 42 at Page 132, in the Office of the Clerk of Court for Oconee County, South Carolina. For a more detailed description as to courses, metes and bounds, reference is made to said plat of record.
This being the same property conveyed to James Traynum and Tammy Traynum by Quit Claim Deed of Robert M. O'Connor dated December 14, 2018 and recorded December 20, 2018 in Book 2423 at Page 46, in the Office of the Register of Deeds for Oconee County, South Carolina. Lot 198 Kinston Section Foxwood Hills Westminster, SC 29693 TMS# 316-05-01-198

TERMS OF SALE: For cash. Interest at the current rate of 5.375% to be paid on balance of bid from date of sale to date of compliance. The purchaser to pay for papers and stamps, and that the successful bidder or bidders, other than the Plaintiff therein, will, upon the acceptance of his or her bid, deposit with the Clerk of Court for Oconee County a certified check or cash in the amount equal to five percent (5%) of the amount of bid on said premises at the sale as evidence of good faith in bidding, and subject to any resale of said premises under Order of this Court; and in the event the said purchaser or purchasers fail to comply with the terms of sale within Thirty (30) days, the Clerk of Court for Oconee County shall forthwith resell the said property, after the due notice and advertisement, and shall continue to sell the same each subsequent sales day until a purchaser, who shall comply with the terms of sale, shall be obtained, such sales to be made at the risk of the former purchaser. Since a personal or deficiency judgment is waived, the bidding will not remain open but compliance with the bid may be made immediately. If the Plaintiff or the Plaintiff's representative does not appear at the above-described sale, then the sale of the property will be null, void, and of no force and effect. In such event, the sale will be rescheduled for the next available sales day. Plaintiff may waive any of its rights prior to sale. Sold subject to taxes and assessments, existing easements and restrictions of record. Neither the Court, nor Plaintiff, nor Plaintiff's counsel makes any warranty

a purchaser, who shall comply with the terms of sale, shall be obtained, such sales to be made at the risk of the former purchaser. Since a personal or deficiency judgment is waived, the bidding will not remain open but compliance with the bid may be made immediately. If the Plaintiff or the Plaintiff's representative does not appear at the above-described sale, then the sale of the property will be null, void, and of no force and effect. In such event, the sale will be rescheduled for the next available sales day. Plaintiff may waive any of its rights prior to sale. Sold subject to taxes and assessments, existing easements and restrictions of record. Neither the Court, nor Plaintiff, nor Plaintiff's counsel makes any warranty of title or representations with regard to the condition or existence of any improvements on the subject property. Prospective bidders may wish to assess these matters to their satisfaction prior to sale.

CLERK'S SIGNATURE PAGE TO FOLLOW

Hutchens Law Firm LLP
P.O. Box 8237
Columbia, SC 29202
(803) 726-2700

Notice of Sale
C/A No: 2025-CP-37-00163

BY VIRTUE OF A DECREE of the Court of Common Pleas for Oconee County, South Carolina, heretofore issued in the case of Foxwood Hills Property Owners Association vs. James Traynum a/k/a James Clinton Traynum and if James Traynum a/k/a James Clinton Traynum be deceased then any child and heir at law to the Estate of James Traynum a/k/a James Clinton Traynum distributes and devisees at law to the Estate of James Traynum a/k/a James Clinton Traynum and if any of the same be dead any and all persons entitled to claim under or through them also all other persons unknown claiming any right, title, interest or lien upon the real estate described in the complaint herein; Any unknown adults, any unknown infants or persons under a disability being a class designated as John Doe, and any persons in the military service of the United States of America being a class designated as Richard Roe; Tammy Traynum a/k/a Tammy Carlene Brinley, Individually and as Personal Representative for the Estate of James Traynum a/k/a James Clinton Traynum; American Federal Financial LLC; South Carolina Department of Revenue I the undersigned as Clerk of Court for Oconee County, will sell on December 1, 2025 at 11:00 AM at Oconee County Court House, Walhalla, South Carolina 29691 to the highest bidder:

Legal Description and Property Address:

All that certain piece, parcel or lot of land situated, lying and being in Foxwood Hills Subdivision (previously known as Mountain Bay Estates) Oconee County, South Carolina, and shown and designated as Lot #198, Section Kinston, on a plat recorded in Plat Book 42 at Page 132, in the Office of the Clerk of Court for Oconee County, South Carolina. For a more detailed description as to courses, metes and bounds, reference is made to said plat of record.
This being the same property conveyed to James Traynum and Tammy Traynum by Quit Claim Deed of Robert M. O'Connor dated December 14, 2018 and recorded December 20, 2018 in Book 2423 at Page 46, in the Office of the Register of Deeds for Oconee County, South Carolina. Lot 198 Kinston Section Foxwood Hills Westminster, SC 29693 TMS# 316-05-01-198

TERMS OF SALE: For cash. Interest at the current rate of 1.00% to be paid on balance of bid from date of sale to date of compliance. The purchaser to pay for papers and stamps, and that the successful bidder or bidders, other than the Plaintiff therein, will, upon the acceptance of his or her bid, deposit with the Clerk of Court for Oconee County a certified check or cash in the amount equal to five percent (5%) of the amount of bid on said premises at the sale as evidence of good faith in bidding, and subject to any resale of said premises under Order of this Court; and in the event the said purchaser or purchasers fail to comply with the terms of sale within Thirty (30) days, the Clerk of Court for Oconee County shall forthwith resell the said property, after the due notice and advertisement, and shall continue to sell the same each subsequent sales day until a purchaser, who shall comply with the terms of sale, shall be obtained, such sales to be made at the risk of the former purchaser. Since a personal or deficiency judgment is waived, the bidding will not remain open but compliance with the bid may be made immediately. If the Plaintiff or the Plaintiff's representative does not appear at the above-described sale, then the sale of the property will be null, void, and of no force and effect. In such event, the sale will be rescheduled for the next available sales day. Plaintiff may waive any of its rights prior to sale. Sold subject to taxes and assessments, existing easements and restrictions of record. Neither the Court, nor Plaintiff, nor Plaintiff's counsel makes any warranty

of title or representations with regard to the condition or existence of any improvements on the subject property. Prospective bidders may wish to assess these matters to their satisfaction prior to sale.

CLERK'S SIGNATURE PAGE TO FOLLOW

Hutchens Law Firm, LLP
P.O. Box 8237
Columbia, SC 29202
(803) 726-2700

Oconee County Council will hold a public hearing at 6 pm on Tuesday, December 2, 2025 in Oconee County Council Chambers located at 415 S. Pine St., Walhalla, SC for the following:

ORDINANCE 2025-21 AN ORDINANCE AUTHORIZING, PURSUANT TO TITLE 12, CHAPTER 44 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED, THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF AD VALOREM TAXES AND SPECIAL SOURCE REVENUE CREDIT AGREEMENT BY AND BETWEEN OCONEE COUNTY, SOUTH CAROLINA, AND [PROJECT BROADWAY] ACTING FOR ITSELF, ONE OR MORE CURRENT OR FUTURE AFFILIATES AND OTHER PROJECT COMPANIES (COLLECTIVELY, "COMPANY"); PROVIDING FOR A FEE-IN-LIEU OF AD VALOREM TAXES INCENTIVE; PROVIDING FOR A SPECIAL SOURCE REVENUE CREDIT; DEVELOPING A JOINT COUNTY INDUSTRIAL AND BUSINESS PARK BETWEEN OCONEE COUNTY AND PICKENS COUNTY SO AS TO DESIGNATE THE PROPERTY OF THE PROJECT AS PART OF A MULTI-COUNTY INDUSTRIAL PARK; AUTHORIZING THE EXECUTION AND DELIVERY OF A PURCHASE AND SALE AGREEMENT BETWEEN COUNTY AND COMPANY FOR THE TRANSFER OF CERTAIN REAL PROPERTY FROM COUNTY TO COMPANY, SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THE PURCHASE AND SALE AGREEMENT; AND OTHER RELATED MATTERS.

ORDINANCE 2025-22 AN ORDINANCE AUTHORIZING, PURSUANT TO TITLE 4, CHAPTER 29, SECTION 68 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED, THE EXECUTION AND DELIVERY OF A SPECIAL SOURCE REVENUE CREDIT AGREEMENT BY AND BETWEEN OCONEE COUNTY, SOUTH CAROLINA, AND [PROJECT JOE], ALSO KNOWN AS PROJECT JOE, ACTING FOR ITSELF, ONE OR MORE CURRENT OR FUTURE AFFILIATES AND OTHER PROJECT COMPANIES (COLLECTIVELY, "COMPANY"); PROVIDING FOR A SPECIAL SOURCE REVENUE CREDIT; AND OTHER RELATED MATTERS.

ORDINANCE 2025-23 AN ORDINANCE AUTHORIZING THE CONVEYANCE OF EASEMENT RIGHTS TO BLUE RIDGE ELECTRIC COOPERATIVE, INC. FOR THE PURPOSE OF UTILITY INFRASTRUCTURE CONSTRUCTION AND MAINTENANCE AT PROPERTY LOCATED AT 150 SCHOOL HOUSE ROAD, WESTMINSTER, SOUTH CAROLINA, SUCH PROPERTY CURRENTLY IDENTIFIED BY TAX PARCEL NUMBER 300-00-02-031; AND OTHER MATTERS RELATED THERETO.

ORDINANCE 2025-24 AN ORDINANCE FORMALLY REPEALING ARTICLE IV (SEE ORDINANCE 1995-07) AND ARTICLE V (SEE ORDINANCE 1989-06) OF CHAPTER 34 ("UTILITIES") OF THE OCONEE COUNTY CODE OF ORDINANCES, AS RELATES TO SEWER REGULATIONS OF THE FORMER OCONEE COUNTY SEWER COMMISSION; AND OTHER MATTERS RELATED THERETO.

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PUBLISHER'S AFFIDAVIT

STATE OF SOUTH CAROLINA COUNTY OF OCONEE

OCONEE COUNTY COUNCIL

IN RE:

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


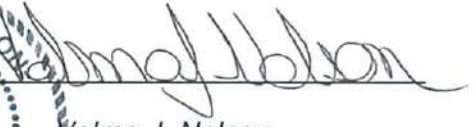
January 11, 2025

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
1/11/2025

Velma J. Nelson
Notary Public
State of South Carolina

IFIED PLACE

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YARD SALES:

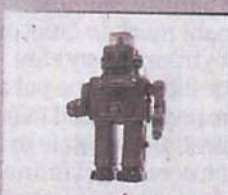
2 Days - \$25.00

10 Line Limit

Each additional day:
\$5.00

Sell items under \$100

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*Restrictions apply. Does not include picture.

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on race, color,
icap, familial
origin, or inten-

Personal Representative: PEGGY
J BREAZEALE

Address: 124 LOLA DRIVE FAIR
PLAY, SC 29643

Estate: EDWARD TATE ZEIGLER
SR

Date of Death: 9/22/2024

Case Number: 2024ES3700851

Personal Representative: ED-
WARD T ZEIGLER JR

Address: 38 LANNEAU DRIVE
GREENVILLE, SC 29605

The Oconee County Council will meet in 2025 on the first and third Tuesday of each month with the following exceptions: July, August, and November meetings, which will be only on the third Tuesday of each of these months; March, June and December meetings, which will be only on the first Tuesday of each of these months.

All Council meetings, unless otherwise noted, are held in Council Chambers, Oconee County Administrative Offices, 415 South Pine Street, Walhalla, South Carolina.

Oconee County Council will also hold a Planning Retreat beginning at 9:00 a.m. on Thursday, February 20, 2025 to establish short- and long-term goals. This meeting will be held off-site in the Tri-County Technical College, Oconee Campus, conference room located at 552 Education Way, Westminster, South Carolina.

Oconee County Council will also meet on Tuesday, January 6, 2026 in Council Chambers at which point they will establish their 2026 Coun-

cil and Committee meeting schedules.

Additional Council meetings, workshops, and/or committee meetings may be added throughout the year as needed.

Oconee County Council Committees will meet in 2025 prior to County Council meetings on the following dates/times in Council Chambers located at 415 South Pine Street, Walhalla, South Carolina unless otherwise advertised.

The Law Enforcement, Public Safety, Health, & Welfare Committee at 4:30 p.m. on the following dates: February 18, May 20, July 15, & September 16, 2025.

The Transportation Committee at 4:30 p.m. on the following dates: February 18, May 20, July 15, & September 16, 2025.

The Real Estate, Facilities, & Land Management Committee at 4:30 p.m. on the following dates: April 1, June 3, August 19, & October 21, 2025.

The Planning & Economic Development Committee at 4:30 p.m. on the following dates: April 1, June 3, August 19, & October 21, 2025.

The Budget, Finance, & Administration Committee at 9:00 a.m. on the following dates: February 20 [Strategic Planning Retreat] and 4:30 p.m. on the following dates: March 4 [4 p.m.], April 15, & May 6, 2025.

NOTICE OF APPLICATION
Notice is hereby given that Ash

South Carolina Department of Revenue for a license/permit that will allow the sale and On Premises consumption of Beer, Wine and Liquor at 671 Highway 123 Bypass Seneca SC 29678.

To object to the issuance of this permit/license, written protest must be postmarked no later than January 26, 2025.

For a protest to be valid, it must be in writing, and should include the following information:

- (1) The name, address and telephone number of the person filing the protest;
- (2) The specific reasons why the application should be denied;
- (3) That the person protesting is willing to attend a hearing (if one is requested by the applicant);
- (4) That the person protesting resides in the same county where the proposed place of business is located or within five miles of the business; and,
- (5) The name of the applicant and the address of the premises to be licensed. ent of Revenue, ABL SECTION, P.O. Box 125, Columbia, SC 29214-097.

Yard Sale?

Call 864-973-6676
today to place an ad!

Oconee County Council

Oconee County
Administrative Offices
415 South Pine Street
Walhalla, SC 29691

Phone: 864-718-1023
Fax: 864 718-1024

E-mail:
jennifercadams@oconeesc.com

John Elliott
District I

Matthew Durham
Chairman
District II

Don Mize
Vice Chairman
District III

Thomas James
District IV

J. Glenn Hart
Chairman Pro Tem
District V



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The Budget, Finance, & Administration Committee at 9:00 a.m. on the following dates: February 20 [Strategic Planning Retreat] and 4:30 p.m. on the following dates: March 4 [4 p.m.], April 15, & May 6, 2025.

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)



PUBLIC HEARING SIGN IN SHEET

Oconee County Council Meeting

December 02, 2025 ~ 6:00 p.m.

ORDINANCE 2025-22 AN ORDINANCE AUTHORIZING, PURSUANT TO TITLE 4, CHAPTER 29, SECTION 68 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED, THE EXECUTION AND DELIVERY OF A SPECIAL SOURCE REVENUE CREDIT AGREEMENT BY AND BETWEEN OCONEE COUNTY, SOUTH CAROLINA, AND [PROJECT JOE], ALSO KNOWN AS PROJECT JOE, ACTING FOR ITSELF, ONE OR MORE CURRENT OR FUTURE AFFILIATES AND OTHER PROJECT COMPANIES (COLLECTIVELY, "COMPANY"); PROVIDING FOR A SPECIAL SOURCE REVENUE CREDIT; AND OTHER RELATED MATTERS.

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ORDINANCE 2025-24 AN ORDINANCE FORMALLY REPEALING ARTICLE IV (SEE ORDINANCE 1995-07) AND ARTICLE V (SEE ORDINANCE 1989-06) OF CHAPTER 34 ("UTILITIES") OF THE OCONEE COUNTY CODE OF ORDINANCES, AS RELATES TO SEWER REGULATIONS OF THE FORMER OCONEE COUNTY SEWER COMMISSION; AND OTHER MATTERS RELATED THERETO.

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

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

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

	Ordinance #	ORD 2025-22	ORD 2025-23	ORD 2025-24
1.				
2.				
3.				
4.				
5.				
6.				
7.				



Public Comment
SIGN IN SHEET
6:00 PM

December 02, 2025

The Public Comment Sessions at this meeting is limited to a total of 50 minutes, 5 minutes per person. Please be advised that citizens not utilizing their full four [5] minutes may not "donate" their remaining time to another speaker.

PLEASE PRINT

	FULL NAME	PURPOSE OF COMMENT
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