

PROPOSED OCONEE COUNTY DOG/CAT POPULATION CONTROL ORDINANCE

April 2, 2013

- Purpose: To fund Animal Control Services through user fees and to reduce the euthanasia of homeless pets.
- Population Control Ordinance to become a Section of the Oconee Animal Control Ordinance.
- Registration – all dogs and cats > 3 months must be registered annually.
 - ❖ Exceptions:
 - Animals owned by licensed research facility
 - Animals held in government-operated or licensed animal shelter.
 - Dogs serving the blind or deaf
 - Dogs used in law enforcement
 - Senior residents (62+) receive \$2/animal discount not to exceed \$12 total/yr
 - ❖ Fees defined for each of the following environments:
 - Residential Pets
 - Altered animal - \$5.00/yr
 - Unaltered animal - \$50.00/yr
 - County deemed dangerous animal - \$100/yr
 - Animal certified by Vet as unalterable - \$5/yr
 - Hunting Kennel - \$50.00/yr
 - Spay/Neuter (S/N) contract for all “retired” hunting dogs
 - County approval and subject to annual inspections
 - AKC Show/Conformation Kennel - \$50/yr
 - Member of national club that conducts annual inspections OR
 - Oconee approved kennel subject to annual inspections
 - Copy of S/N contract for all puppies/kittens sold.
 - County Registered Rescue Kennel - \$10/yr
 - 501(C)3 documentation
 - Proof all adopted animals S/N prior to adoption
 - Adoption agreement copy for each animal
 - Record of annual kennel inspection by Animal Control.
 - Feral Cat Colonies & Domestic Farm Cats
 - \$25.00/yr if all cats altered
 - \$100.00 if not all cats are altered

An individual or establishment is NOT permitted to give or sell unaltered animals if not an approved kennel as above.

- **NON-COMPLIANCE FINES - \$262.50**

❖ **Recommendations:**

1. Establish two new **contract positions:**

- One (1) - take over the existing duties of the Animal Control Officer assigned to:
 - Intake position
- One (1) - handles the administration/data management of the new ordinance.

2. Re-assign one (1) Animal Control Officer:

- Focus exclusively on education and enforcement of this ordinance.

❖ **Benefits of proposed ordinance and recommendations:**

- Less costly than hiring two full-time certified Animal Control Officers.
- Differential registration fees for altered vs. unaltered animals serve as an incentive for responsible pet ownership.
- Fees should be as small as possible and still provide for the costs of enforcing the ordinance.
- Fines should be large enough to deter ignoring the registration process.

RELEVANT DATA:

During calendar year 2012, a total of 964 dogs and cats were rescued from OAS and transported to other states where registration programs are in place and animal overpopulation is not a problem.

10% of the animals received by shelters have been spayed or neutered, while 78% of pet dogs and 88% of pet cats are spayed or neutered. (*Figures provided by ASPCA*).

In July 2011 per U.S. Census, Oconee County population = 74,418 people

Per the American Veterinary Medical Association's pet population calculator Oconee County would have:

16,715 dogs and
18,261 cats for a total of
34,976 cats and dogs

NOTE: *This calculation is based on the national average.*

Estimated Minimum Annual Income – (based on \$5 per animal – lowest fee for altered pets)

1 st and 2 nd year (50% compliance):	17,488 x \$5 = \$87,440
3 rd and 4 th year (80% compliance):	27,980 x \$5 = \$139,904
5 th year and beyond (90% compliance):	31,478 x \$5 = \$157,392

Given that the income figures on the previous page DO NOT INCLUDE any income from kennels, unaltered animals or fines, it is reasonable to assume that actual income will be higher.

Income from fees to be used for:

Two Contract Employees at 40 hrs a week at \$10hr Salary: \$20,800 x 2 = \$41,600

Promotional materials to maximize compliance as quickly as possible	(1 st year):	\$ 5,000
	(2 nd year):	\$ 4,000
	(3 rd year):	\$ 3,000
	(4 th year):	\$ 2,000
	(5 th year):	\$ 1,000

One new vehicle for new ACO Road Ordinance Enforcement Officer	(1 st year):	\$17,300
Insurance and gas for above vehicle	(ongoing):	\$5,000

2 New computers, printers and Paper	(1 st year):	\$ 3,000
Paper and toner/cartridges	(2 nd year):	\$ 1,000
Paper and toner/cartridges	(3 rd year):	\$ 1,000
Paper and toner/cartridges	(4 th year):	\$ 1,000
Paper and toner/cartridges	(5 th year):	\$ 1,000

Surplus would be used to fund the low-income Spay/Neuter program which is critical to the successful implementation of the Population Control Ordinance.

<u>Estimated Revenue/Year</u>		<u>Estimate Expenses</u>	<u>Residual/SN</u>
Year One Expenses:	\$87,440	\$71,900	\$ 15,540
Year Two Expenses	\$87,440	\$51,600	\$ 35,840
Year Three Expenses:	\$139,904	\$50,600	\$ 89,304
Year Four Expenses:	\$139,904	\$49,600	\$ 90,304
Year Five Expenses:	\$157,392	\$48,600	\$ 108,792



OCCONEE COUNTY SHERIFF'S OFFICE

Oconee County

Drug paraphernalia-Prohibited acts and definitions.

- (a) It shall be unlawful for any person to advertise for sale, manufacture, possess, sell or deliver, or to possess with the intent to deliver, or sell **paraphernalia**. *Deliver* or *delivery* shall mean the actual, constructive, or attempted transfer of a controlled drug or **paraphernalia** whether or not there exists an agency relationship.
- (b) Drug **paraphernalia** is defined to mean any instrument, device, article, or contrivance used, designed for use, or intended for use in ingesting, smoking, administering, or preparing marijuana, hashish, hashish oil, heroin, morphine, methamphetamines, amphetamines, cocaine, crack cocaine or any other controlled substance and shall not include cigarette papers and tobacco pipes, unless they are found in conjunction with any of the above listed drugs or any other controlled substance being used illegally, but includes, but is not limited to:
- (1) Metal, wooden, acrylic, glass, stone, plastic or ceramic marijuana or hashish pipes with or without screens, permanent screens, hashish heads or punctured metal bowls;
 - (2) Water pipes designated for use or intended for use with marijuana, hashish, hashish oil or cocaine;
 - (3) Carburetion tubes and devices;
 - (4) Smoking and carburetion masks;
 - (5) Roach clip;
 - (6) Separation gins designed for use or intended for use in cleaning marijuana;
 - (7) Cocaine spoons and vials;
 - (8) Chamber pipes;
 - (9) Carburetor pipes;
 - (10) Electric pipes;
 - (11) Air-driven pipes;

- (12) Chilams;
- (13) Bongs;
- (14) Ice pipes or chillers;
- (15) Heroin spoons; or spoons used in the same manner for other controlled substances;
- (16) Pill presses and other mechanical devices used to convert controlled substances into a form which can be ingested;
- (17) Glass vials, plastic bottles or other containers used to transport or deliver liquid forms of controlled substances;
- (18) Blotter paper, or any other material which is saturated with, or intended to be saturated with a controlled substance;
- (19) Plastic baggies, used or unused;
- (20) Scales, measuring spoons, measuring cups, or any pharmaceutical measuring device;
- (21) Crack pipes, or any device fashioned to be a crack pipe or for meth;
- (22) Grow lights or lamps.
- (23) Any part of a hypodermic needle or syringe except as may be authorized by the laws of the State of South Carolina.
- (24) Cigars hollowed out for use or intent of use with marijuana;

In determining whether an object is drug **paraphernalia**, the court shall consider in addition to all other logically relevant factors, the following:

- (1) Statements by an owner or by anyone in control of the object concerning its use.
- (2) The proximity of the object to controlled substances.
- (3) The existence of any residue of controlled substances on the object.
- (4) Direct or circumstantial evidence of the intent of an owner, or of anyone in control of the object, to deliver it to persons whom he knows, or should reasonably know, intend to use the object to facilitate a violation of this article. The innocence of an owner or of anyone in control of the object, as

to a direct violation of this article shall not prevent a finding that the object is intended for use or designed for use as drug **paraphernalia**.

- (5) Instructions, oral or written, provided with the object concerning its use.
- (6) Descriptive materials accompanying the object which explain or depict its use.
- (7) National or local advertising concerning its use.
- (8) The manner in which the object is displayed for sale.
- (9) Whether the owner, or anyone in control of the object, is a legitimate supplier of like or related items to the community, such as a licensed distributor or dealer of tobacco products.
- (10) Direct or circumstantial evidence of the ratio of sales of the object(s) to the total sales of the business enterprise.
- (11) The existence and scope of legitimate use for the object in the community.
- (12) Expert testimony concerning its use.

Exceptions

Anything to the contrary herein notwithstanding, the provisions of this article shall not apply to the manufacture, sale, distribution or advertisement of any product or object designed and sold primarily for scientific research, industrial, veterinary, educational, or agricultural purpose, [or] for bona fide medical or clinical use.

Penalty for violation

Any person found guilty of violating the provisions of this article shall be subject to a criminal fine of not more than \$500.00 or imprisonment not exceeding 30 days. Any violation of this ordinance is a misdemeanor triable in summary court. Each day any violation of this code, or any such ordinance, resolution, rule, regulation or order shall continue, shall constitute, except where otherwise provided, a separate offense.

The general penalty set forth in this section, and any penalty in this Code applicable apart from the general penalty, is distinct from any and all administrative fees, assessments, and surcharges which are or may be established by the state legislature and which shall be added to any penalty imposed under this section or any other section of this code.



OCONEE COUNTY SHERIFF'S OFFICE

Oconee County

Loitering.

- (a) Public place means an area generally visible to public view and includes but is not limited to streets; sidewalks; bridges; alley; plazas; parks; driveways; parking lots; transit stations; shelters; automobiles, whether moving or not; buildings, including those which serve food or drink or provide entertainment; and the doorways and entrances to buildings or dwellings and the grounds enclosing them.
- (b) *Definitions.* As used in this section, "loitering" shall mean remaining idle in essentially one (1) location, spending time idly, loafing or walking around aimlessly in a public place in such manner as to:
- (1) Create or cause to be created any disturbance or annoyance to the comfort and response of any person;
 - (2) Create or cause to be created a danger of a breach of the peace;
 - (3) Obstruct or hinder the free passage of vehicles or pedestrians;
 - (4) Obstruct or interfere with any person lawfully in any public place;
 - (5) Engage in begging;
 - (6) Engage in gambling;
 - (7) Engage in prostitutions;
 - (8) Solicit or engage in any business, trade or commercial transaction unless specifically authorized or licensed to do so;
 - (9) Unlawfully use or possess any unlawful drug and/or paraphernalia for use to include pipes, bongs, holders, wrappers or any other items normally construed as being implemented during drug use;
 - (10) Unlawfully use or possess alcoholic beverages, beer or wine.
- (c) *Violation.* Any person loitering in any public place as defined above may be ordered by any law enforcement officer to leave that place. Any person who shall refuse to leave after being ordered to do so by a law enforcement officer

shall be guilty of a violation of this section. Nothing in this section shall be construed or enforced in such a manner as to restrict freedom of speech, religion, or association.

(a) To adequately apprise one of when one's conduct is forbidden by this section and to remove the potential for arbitrary and capricious arrests, a person must first be warned by a law enforcement officer that the person's conduct is in violation of this section, and a reasonable time shall be provided for the person to vacate the area. However, if the warned person vacates the area but continues to engage in the activity which initially cause the warning to have been issued in another locations, additional warning is not required.

(d) *Penalty.* Any person convicted of violating this section shall be guilty of a misdemeanor and shall be punished in accordance with the provisions of Oconee County's Code of Ordinances.

General penalty, continuing violations.

(a) Wherever in this Code, or in any ordinance of the county any act is prohibited or is declared to be unlawful or an offense or misdemeanor, or the doing of any act is required, or the failure to do any act is declared to be unlawful or an offense or a misdemeanor, and no specific penalty is provided for the violation thereof, the violation of any such provision of this Code, or any such ordinance, shall be subject to a fine not exceeding five hundred dollars (\$500.00) or imprisonment not exceeding thirty (30) days.

(b) Each day any violation of the Code, or any such ordinance, resolution, rule, regulation or order shall continue, shall constitute, except where otherwise provided, a separate offense.

(c) The general penalty set forth in the section, and any penalty in this Code applicable apart from the general penalty, is distinct from any and all administrative fees, assessments, and surcharges which are or may be established by the state legislature and which shall be added to any penalty imposed under this section or any other section of this code.

PREPARED BY: Karol P. Mack, Associate General Counsel, Duke Energy

Mail To: Duke Energy Corporation
c/o Heather P. Blum (DEC45A)
P.O. Box 1321
Charlotte, N.C. 28201-1321

Site 007553
Land Unit 0057585
Project No. 007553-390301

STATE OF SOUTH CAROLINA)
:
COUNTY OF OCONEE)

MEMORANDUM OF LEASE

**Mosquito Point
Oconee County, Lake Keowee**

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the covenants set forth in that certain Lease dated the ____ day of _____, 20__ (the "Lease") by and between **DUKE ENERGY CAROLINAS, LLC**, a North Carolina limited liability company (hereinafter referred to as "Lessor"), and **OCONEE COUNTY**, a political subdivision of the State of South Carolina, (hereinafter referred to as "Lessee"), Lessor has leased to Lessee that certain property located in Oconee County, South Carolina, hereinafter referred to as "the Leased Premises" to wit:

All that certain tract of land containing 0.507 ± total acres, as shown on the plat of survey entitled "Proposed Site Plan for Oconee County," dated November 29, 2011, revised February 26, 2013, marked Job Number: 11-179, attached hereto as **Exhibit A** and incorporated herein by reference.

The Leased Premises may be used by the Lessee for a temporary emergency location and assembly point for Lake Keowee and storage of equipment associated with Lessee's emergency management operations only.

The Lease shall begin on the ____ day of _____, 20__, and shall terminate on August 31, 2016. If Lessor and Lessee agree, the Lease shall continue in effect after the termination date on a year to year basis or upon such other terms as agreed upon by both parties, but Lessor shall not be obligated to renew. Lessor may terminate the Lease at any time if directed to do so by the FERC or its successor agency having jurisdiction over hydroelectric reservoirs that are subject to the Federal Power Act. Lessor may also terminate the Lease pursuant to Paragraph 17 of the Lease.

The provisions set forth in the aforementioned Lease are hereby incorporated in this Memorandum as though stated herein.

IN WITNESS WHEREOF, the parties hereto have duly executed this instrument under seal as of this _____ day of _____, 20____.

LESSOR

Duke Energy Carolinas, LLC
a North Carolina limited liability company

Witness

By: _____
Name: George W. Christian, Jr.
Title: Director, Land Services

Witness

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: **George W. Christian, Jr., Director, Land Services**

Date: _____

Notary Public

My Commission Expires: _____

[Signatures Continue on Following Page]

LESSEE

Oconee County

Witness

By: _____

Witness

Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by _____ (name of officer), as _____ (title of officer) of Oconee County, a political subdivision of the State of South Carolina, on behalf of the political subdivision.

Witness my hand and official seal, this ___ day of _____, 20__.

My Commission Expires _____
[NOTARIAL SEAL]

Notary Public

STATE OF SOUTH CAROLINA)
 :
COUNTY OF OCONEE) **LEASE**

**Mosquito Point
Oconee County, Lake Keowee**

THIS LEASE, made and entered into as of the _____ day of _____, 2013, by and between **DUKE ENERGY CAROLINAS, LLC**, a North Carolina limited liability company (hereinafter referred to as "Lessor") and **OCONEE COUNTY**, a political subdivision of the State of South Carolina (hereinafter referred to as "Lessee");

WITNESSETH:

WHEREAS, Lessor owns certain real property commonly known as "Mosquito Point," located near Lake Keowee in Oconee County, South Carolina, acquired by Lessor by that certain instrument recorded in Book 12-Q at Page 363 in the Office of the Register of Deeds for Oconee County ("Lessor's Property"); and

WHEREAS, Lessee desires to lease a portion of Lessor's Property described herein for certain uses associated with Lessee's emergency management operations, and Lessor is willing to lease said property to Lessee pursuant to the terms and conditions recited herein.

NOW THEREFORE, Lessor, for and in consideration of Ten Dollars and 00/100 (\$10.00) and the covenants and agreements hereinafter expressed, to be kept and performed by Lessee, the receipt and sufficiency of which are hereby acknowledged, hereby leases to Lessee and Lessee hereby leases from Lessor, subject to the exceptions and reservations and upon the terms and conditions and for the purposes in this instrument set out, the following property located in Oconee County, South Carolina, hereinafter sometimes referred to as "the Leased Premises," to wit:

All that certain tract of land containing 0.507 ± total acres, as shown on the plat of survey entitled "Proposed Site Plan for Oconee County," dated November 29, 2011, revised February 26, 2013, marked Job Number: 11-179, attached hereto as **Exhibit A** and incorporated herein by reference.

1. **Term:** This Lease shall begin on the _____ day of _____, 20____, ("Commencement Date") and shall terminate on August 31, 2016. If Lessor and Lessee agree, this Lease shall continue in effect after the termination date on a year to year basis or upon such other terms as agreed upon by both parties, but Lessor shall not be obligated to renew. Lessor may terminate this Lease at any time if directed to do so by the FERC or its successor agency having jurisdiction over hydroelectric reservoirs that are subject to the Federal Power Act. Lessor may also terminate this Lease pursuant to Paragraph 17 herein.

2. **Permitted Uses:** The Leased Premises may be used by the Lessee for a temporary emergency location and assembly point for Lake Keowee and storage of equipment associated with Lessee's emergency management operations only ("Permitted Uses"). With the exception of persons being assisted by Lessee and entry by Lessor pursuant to Sections 10 and 11 herein, all persons entering the Leased Premises shall be either full-time employees of Lessee or local Volunteer Fireman assisting Lessee. The Leased Premises shall not be used for gathering or loitering at any time other than when Lessee and other authorized emergency team personnel are assembled for emergency operations and shall not be used for access to Lake Keowee for any purpose other than the Permitted Uses.
3. **Improvements:** Lessee shall not construct any permanent structures or facilities upon the Leased Premises nor make any alterations to, or improvements upon, the Leased Premises, except as shown on **Exhibit A**, which includes one (1) storage building, a concrete walkway leading to Lake Keowee, gravel parking areas, two 110-volt power outlets and landscaping. The final design of all such improvements must be approved by Lessor prior to the Commencement Date. The storage building must be and remain a neutral color (e.g., brown or beige) or such other color approved by Lessor and must be anchored in accordance with local building regulations. Temporary structures such as tents may be placed on the Leased Premises during an emergency event but must be removed once the subject emergency event is over. Lessee shall remove all items at the end of the lease or if Lessor desires to terminate the lease.
4. **Fencing and Gates:** Lessee, at Lessee's sole cost and expense, may install fencing on the Leased Premises, of a type and at a location as designated by Lessor, to prohibit trespass onto the Leased Premises. Lessee may install a gate or gates in the fencing provided Lessee provides a lock for Lessor permitting access for Lessor at all times. Lessee shall remove any fencing installed by Lessee, at Lessee's sole cost and expense, upon expiration or termination of this Lease. Lessee understands and agrees that the first gate through which Lessee must pass to reach the Leased Premises must remain locked at all times. Lessor will provide Lessee with a lock to permit Lessee's access through the first gate.
5. **Signage:** Lessee shall not place (or cause to be placed) any signage on the Leased Premises.
6. **Maintenance:** Lessee shall continuously maintain the Leased Premises (and any structures as permitted above) in a safe condition and in a neat and orderly appearance and shall be responsible for all timely costs and expense for said maintenance.
7. **Utilities:** Lessee shall be responsible for obtaining electric utility service for the storage building at Lessee's sole cost and expense. No other permanent utility service is permitted on the Leased Premises. However, at Lessee's sole cost and expense, Lessee may locate temporary utilities associated with the Permitted Uses (e.g., temporary lighting powered by a portable generator) in the event of an emergency, and Lessor hereby grants a license to Lessee for said purpose.
8. **Illegal Uses:** Lessee shall not make or permit to be made any illegal use of the Leased Premises or any use thereof constituting a public nuisance and shall comply with all applicable codes, rules and regulations of any relevant governmental authority. All temporary utilities shall be designed, installed, constructed, maintained, and operated only with the approval of the applicable governmental authorities.

9. **Transfer or Assignment:** Lessee may not transfer or assign this Lease or let or sublet the whole or any part of the Leased Premises to anyone without the prior written consent of the Lessor, which consent shall be in the sole and absolute discretion of Lessor. Any transfer of the shareholder or other ownership interests of Lessee shall be deemed a transfer of this Lease requiring such consent of Lessor.
10. **Lessor's Reservation of Use:** Lessor reserves the right to build, construct, maintain, and operate electric distribution and transmission lines on, over, along, and above the Leased Premises. Lessor also reserves the right and privilege to erect, construct, reconstruct, replace, maintain, and use towers, poles, wires, crossarms, and other appliances and fixtures for the purpose of transmitting or distributing electric power for Lessor's communication purposes, and for any other purpose that is, in the Lessor's sole discretion, consistent with its business operations, together with the right to keep said lines, appliances, and fixtures free of structures, trees, and other objects that may endanger or interfere with same. Lessor also reserves the right to use, at any and all times, the entrance road into Lessor's Property (*i.e.*, the Mosquito Point property) without interference or objection by Lessee.
11. **Entry by Lessor:** Lessor, its agents and representatives, at all reasonable times may enter the Leased Premises to examine same, and any such entry by or on behalf of Lessor shall not be or constitute an eviction, partial eviction or deprivation of any right of Lessee and shall not alter the obligations of the Lessee hereunder or create any right in Lessee adverse to the interest of Lessor.
12. **Taxes and Assessments:** Lessee shall pay when due all taxes or assessments of any kind levied against Lessee's personal property located on the Leased Premises. On the condition that the Leased Premises, exclusive of improvements, remains classified and taxed as utility property at the same rate as all other adjacent land of Lessor, Lessor shall pay the tax thereon exclusive of taxes assessed on any property of Lessee. In the event, however, that as a result of this Lease the Leased Premises shall be classified and taxed as nonutility property or at a higher rate than other adjacent lands of Lessor, then in such event Lessee shall pay all taxes assessed thereon. Upon request, Lessee shall furnish Lessor with copies of paid receipts for all said taxes and any applicable assessments on or before the 31st day of December of each year.
13. **Indemnity:** Lessee agrees to, shall and does hereby, completely and to the maximum extent permitted by law, indemnify, defend (with counsel selected by Lessor), and hold Lessor, including without limitation each of its members, officers, directors, agents, representatives and employees (collectively the "Lessor Parties"), free and harmless of, from and against any and all claims, demands, actions, liabilities, losses, damages, injuries and expenses (including, without limitation, actual attorneys' fees and defense costs) in any manner related to, arising out of and/or resulting from any act or failure to act by Lessee, its agents, contractors, employees or sublessees, or arising from any accident, injury (including death), or damage whatsoever, however caused, to any person or persons or to the property of any person, persons, corporation or corporations during the period of this Lease on, in or about the Leased Premises and from and against all costs, counsel fees, expenses, liabilities, and damages incurred in or about such claims or any action or proceeding brought thereon. The obligation of Lessee to indemnify, defend, and hold harmless includes but is not limited to the obligation to pay for on a current basis all costs of defense of Lessor and any other Lessor Parties in any action, which costs include but are not limited to the payment of all fees and expenses for legal, expert, accounting or other professional services needed to defend any action brought by any party for which

indemnification and defense of Lessor and/or any other Lessor Parties is called for hereunder. Notwithstanding any other provisions of this Lease to the contrary, Lessee's obligations under this Paragraph 13 shall survive the expiration and/or termination of this Lease, and shall bind any and all of the heirs, successors, assigns, transferees and/or representatives of Lessee.

14. Insurance by Lessee: Lessee agrees that, at its own cost and expense, it shall obtain and maintain in force during the term of this Lease the following insurance coverage and minimum insurance limits:

- a) Commercial General Liability insurance from a reputable insurance company authorized to do business in South Carolina, providing coverage for any and all risks of liability associated with Lessee's occupancy and use of the Leased Premises and the activities authorized hereunder, with limits of at least \$1 million per occurrence
- b) Workers' Compensation meeting statutory limits
- c) Employers' Liability Insurance (including Maritime Employers Liability, if required by applicable law) of not less than \$1,000,000 each accident
- d) Automobile Liability Insurance of not less than \$1,000,000 each occurrence
- e) Umbrella Liability (excess of Employers' and General Liability) \$4 million per occurrence

Lessee must meet the following additional insurance-related requirements:

1. Insurance coverage must be with insurance companies with a minimum A.M. Best Rating of A-VII.
2. Lessee shall deliver to Lessor certificates of insurance prior to the beginning of the Lease and within 30 days of each insurance renewal. The certificates of insurance shall list the coverages and limits, the expiration dates and terms of policies and all endorsements whether or not required by Lessor, and listing all carriers issuing said policies. Lessor shall not be obligated to review any of Lessee's certificates of insurance, insurance policies and/or endorsements or advise the Lessee of any deficiencies in such documents, and any receipt of copies or review by Lessor shall not relieve the Lessee from or be deemed a waiver of Lessor's right to insist on strict fulfillment of the Lessee's obligations. Lessee shall deliver a certified copy of each insurance policy including all endorsements upon request by Lessor.
3. Lessee shall name Lessor as an additional insured, using Insurance Services Office, Inc. (ISO) additional insured (CG 20 10) or equivalent, under all required policies of liability insurance. (Except Worker's Compensation Insurance). All policies shall include waivers of any right of subrogation of the insurers using standard ISO forms. The certificate(s) of insurance shall specifically confirm the "waiver of subrogation" and "additional insured" obligations.
4. All insurance policies shall each contain a provision that coverage will not be cancelled, not renewed or materially modified unless at least thirty (30) days' prior written notice has been given but, in any event, if Lessee becomes aware of any such cancellation, reduction in coverage or non-renewal, Lessee shall provide written notice to Lessor of such action within ten (10) days of receipt of notice of any such action from its carrier. All policies of insurance required shall be endorsed or shall otherwise provide that Lessee's insurance shall be primary with respect to its own acts or omissions and not be

in excess of, or contributing with, any insurance maintained by Lessor. Lessee will be responsible for their own respective deductibles, self-insured retentions, and self-insurance under its insurance program.

5. Should Lessee fail to provide or maintain any required insurance, Lessor shall have the right, but not the obligation, to provide or maintain any such insurance, and to invoice the cost to Lessee whereupon Lessee shall reimburse Lessor annually within forty-five (45) days following the request for payment.
6. Upon Lessee's contracting with an entity for the purpose of constructing any authorized temporary facilities on the Leased Premises, Lessor shall be named as an additional insured on a policy of insurance covering the scope of such activity prior to the commencement of any activity by Lessee, its agents or contractors. All policies shall include waivers of any right of subrogation of the insurers using standard ISO forms. Any contractor or subcontractor performing work on property that is the subject of this Lease shall have in place prior to commencement of any activity and during the performance of any activity, the following types of insurance and minimum coverage limits:
 - Commercial General Liability Coverage – \$1 million per occurrence.
 - Automobile Liability – \$1 million per occurrence.
 - Workers Compensation – Within statutory limits.
 - Employer's Liability – \$1 million each accident.
 - Umbrella Liability or Bumbershoot - \$4 million per occurrence.

15. Surrender of Lease: The voluntary or other surrender of this Lease by Lessee, or a mutual cancellation thereof, shall not work a merger and shall, at the option of Lessor, terminate all or any existing subleases or subtenancies or may at the option of Lessor operate as an assignment to it of any or all such subleases or subtenancies.

16. Limitation of Liability: Lessee hereby releases Lessor from any and all liability resulting from any injury of any member, agent, contractor, employee or invitee of Lessee or anyone performing any service at the direction of Lessee on the Leased Premises, excluding any acts of willful misconduct of Lessor. Lessor shall not be liable, whether based on contract or tort (including negligence and strict liability) for anything relating to this Lease, for any consequential, indirect, special, or incidental loss or damage, any damage (except to the such extent damage resulted from the willful misconduct of Lessor) to or loss of any property or equipment. This limitation of, or protection against liability shall also protect the members, directors, officers, employees, agents, consultants, suppliers and subcontractors of Lessor, and all affiliated entities and their directors, officers, employees, agents, consultants, suppliers, subcontractors, parents, subsidiaries and affiliates of Lessor and shall apply regardless of the fault (excluding willful misconduct), gross negligence or strict liability of the respective party. Lessee hereby waives and will require its insurers to waive all rights to recovery and claims of any kind against Lessor, including rights and claims to which its insurers or another may be subrogated, arising out of damage to, loss of or loss of use of any of Lessee's property, located on or about the Leased Premises, whether based on contract, tort (including strict liability and negligence except for gross negligence or willful misconduct on part of Lessor or otherwise. This waiver is effective as to all damages to or losses of use of property arising out of or relating to this Lease or deficiencies in the services provided hereunder and Lessee hereby covenants that no such action or claim shall be brought by or through Lessee on any theory whatsoever. In the event Lessee or its

insurers recover damages from a third party for losses or damages to which the foregoing waivers apply, Lessee shall indemnify and hold Lessor harmless against any liability for any such losses or damages which said third party recovers from Lessee and any expenses (including attorney fees and other cost of investigation and defense) related hereto. **The limitation of liability in this provision shall apply notwithstanding any other provision of this Lease.**

17. **Termination/Waiver:** It is expressly agreed and understood that the violation of any of the covenants, conditions, terms or provisions of this Lease by Lessee which is not remedied within ten (10) days following written notice from Lessor to Lessee shall entitle Lessor to terminate this Lease. This Lease may also be terminated by Lessor if at any time during the duration of this Lease (or any renewal thereof) Lessee should be adjudged bankrupt or insolvent by any federal or state court or the Lessee shall allow a final judgment obtained against it to remain unpaid for a period of sixty (60) days. Failure of Lessor to exercise any of said rights relating to the termination of this Lease or any other rights of Lessor under this Lease shall not be construed as a waiver or abandonment of the right thereafter to exercise any or all of same. In the event that Lessor terminates this Lease under any of the above written conditions, Lessor may enter the Leased Premises and expel the Lessee there from; or Lessor may, in lieu thereof or in conjunction therewith, pursue any other lawful right or remedy incident to the relationships created by this Lease. As set forth in Paragraph 1 above, Lessor reserves the right at any time during the term of this Lease, regardless of whether or not Lessee is in default hereunder, to terminate this Lease upon a ninety (90) day written notice to the Lessee at the address contained herein or as changed by notice from the Lessee. This right of cancellation is not subject to any right of cure or appeal by Lessee.
18. **Lessor's Use of Lessor's Property:** Lessee hereby agrees that the Lessor's Property may, both now and in the future, be used for any lawful uses (collectively, the "Permissible Uses," each, a "Permissible Use"), which shall include, without limitation, the following: (a) an equipment-staging area; (b) a public recreation site and/or lake access site; (c) a residential development; and (d) a business/industrial development or other commercial development. Lessee shall not oppose or work to engage others in opposition of, or to restrict or prohibit, any Permissible Use now or hereafter being made of the Lessor's Property.
19. **Parties Bound:** The covenants and conditions herein contained shall, subject to the provisions as to assignment, transfer and subletting, apply to and bind the heirs, successors, executors, administrators and assigns of all the parties hereto; provided, however, that neither this Lease or any interest therein may be assigned by Lessee except with the prior written consent of the Lessor, which consent shall be in the sole and absolute discretion of Lessor.
20. **Notices:** Wherever in this Lease it shall be required or permitted that notice be given by either party to this Lease to the other, such notice must be in writing and must be given personally or forwarded by certified mail addressed as follows:

Lessor: Duke Energy Carolinas, LLC
Lake Services
526 S. Church Street
Charlotte, North Carolina 28202

Lessee: Oconee County
P.O. Box 678
Walhalla, South Carolina 29691

Such addresses may be changed from time to time by notice given hereunder.

21. Compliance with State, Federal and Local Laws: Lessee agrees that its use of the Leased Premises as herein provided will be strictly in compliance with all applicable state, federal and local laws as well as all ordinances, rules, regulations and sanctions of any regulatory body or governmental agency (state, federal or local) having jurisdiction over the Leased Premises.
22. Protection of Environment: All necessary precautions shall be taken during use of the Leased Premises to protect and enhance the environmental value of the Leased Premises. Without limiting the generality of the foregoing, the Leased Premises shall not be used for the treatment, storage, transportation to or from, use or disposal of toxic or hazardous wastes, materials or substances, or any other substance that is prohibited, limited or regulated by any governmental or quasi-governmental authority or that, even if not so regulated, could or does pose a hazard to health and safety of any occupants of the Leased Premises or any surrounding property.
23. Archaeological Resources: If previously unidentified archeological or historical properties are discovered by Lessee on the Leased Premises, the Lessee shall stop all activity in the vicinity of the discovery area and notify the Lessor immediately. No activities shall resume until authorized by Lessor.
24. Nature and Extent of Agreement: This Lease, together with all exhibits hereto, contains the complete agreement of the parties concerning the subject matter, and there are no oral or written understandings, representations, or agreements pertaining thereto which have not been incorporated herein. This Lease creates only the relationship of landlord and tenant between the parties, and nothing herein shall impose upon either party any powers, obligations or restrictions not expressed herein. This Lease shall be construed and governed by the laws of the state in which the Premises is located.
25. Severability: If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and enforced to the fullest extent permitted by law notwithstanding the invalidity of any other term or provision hereof.
26. Protection Against Liens: Lessee shall do all things necessary to prevent the filing of any mechanics', materialmen's or other types of liens whatsoever, against all or any portion of the Leased Premises by reason of any claims made by, against, through or under Lessee. If any such lien is filed against the Leased Premises, Lessee shall either cause the same to be discharged of record within twenty (20) days after filing or, if Lessee in its discretion and in good faith determines that such lien should be contested, it shall furnish such security as may be necessary to prevent any foreclosure proceedings against the Leased Premises during the pendency of such contest. If Lessee shall fail to discharge such

lien within said time period or fail to furnish such security, then Lessor may at its election, in addition to any other right or remedy available to it, discharge the lien by paying the amount claimed to be due or by procuring the discharge by giving security or in such other manner as may be allowed by law. If Lessor acts to discharge or secure the lien then Lessee shall immediately reimburse Lessor for all sums paid and all costs and expenses (including reasonable attorneys' fees and costs) incurred by Lessor involving such lien, together with interest on the total expenses and costs at the maximum lawful rate.

27. Flooding and Drawdown: Lessor reserves the right to back, flood, or drawdown the waters of the Keowee River and its tributaries from time to time and at any and all times over and upon the Leased Premises or any portion of the same, to such extent the flooding or drawdown may be necessary or convenient in connection with the practical operation of Lessor's hydroelectric or other electric generation power plants located or to be located in the future upon the Keowee River. Lessee agrees that any damage it may suffer as a result of such flooding or drawdown shall not be claimed or charged against Lessor.
28. Recovery of Fees and Costs: If any action is taken by Lessor to enforce any provision, covenant or agreement contained in this Lease or if Lessor is required to retain an attorney to enforce any provision, covenant or agreement contained in this Lease (including, without limitation, the payment of rent due hereunder), then Lessor shall be entitled to recover from Lessee all Lessor's reasonable attorneys' fees and court costs incurred in such action and/or enforcement.
29. Recordation: In no event shall this Lease be recorded in any public registry or other public records by Lessee or on Lessee's behalf. Lessor and Lessee acknowledge and agree Lessor shall record a Memorandum of Lease in the Public Registry in the county where the Leased Premises is located, and Lessor shall provide Lessee with a recorded copy of said Memorandum of Lease.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by its duly authorized officials, on the date first written above.

[Signatures Begin on Following Page]

LESSOR

Duke Energy Carolinas, LLC
a North Carolina limited liability company

By: _____
Name: _____
Title: _____

LESSEE

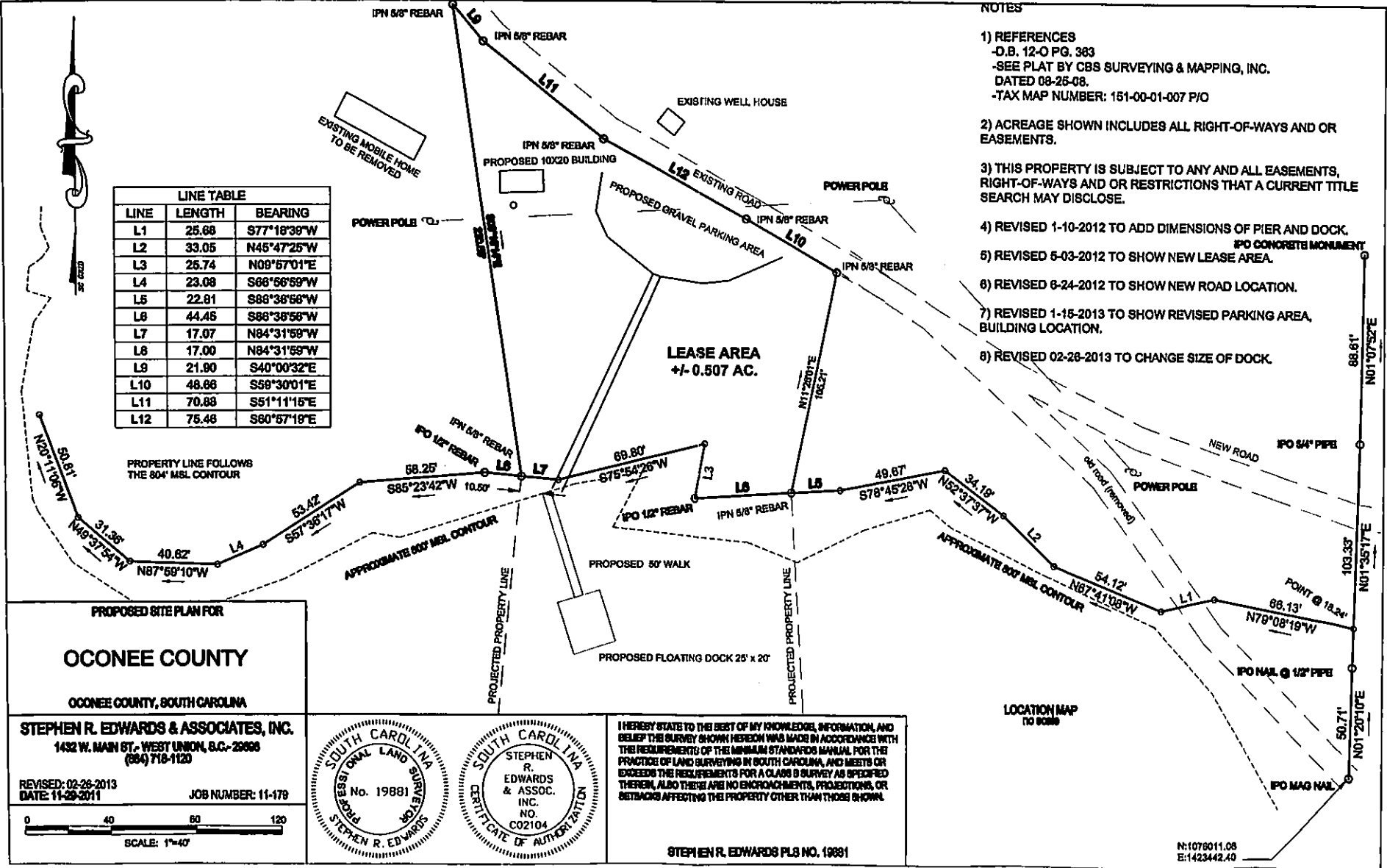
Oconee County

By: _____
Name: _____
Title: _____

LINE	LENGTH	BEARING
L1	25.88	S77°18'39"W
L2	33.05	N45°47'25"W
L3	25.74	N09°57'01"E
L4	23.08	S68°56'59"W
L5	22.81	S88°38'58"W
L6	44.45	S88°38'58"W
L7	17.07	N84°31'59"W
L8	17.00	N84°31'59"W
L9	21.90	S40°00'32"E
L10	48.86	S58°30'01"E
L11	70.88	S51°11'15"E
L12	75.48	S80°57'19"E

NOTES

- 1) REFERENCES
 -D.B. 12-O PG. 383
 -SEE PLAT BY CBS SURVEYING & MAPPING, INC.
 DATED 08-26-08.
 -TAX MAP NUMBER: 151-00-01-007 P/O
- 2) ACREAGE SHOWN INCLUDES ALL RIGHT-OF-WAYS AND OR EASEMENTS.
- 3) THIS PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS, RIGHT-OF-WAYS AND OR RESTRICTIONS THAT A CURRENT TITLE SEARCH MAY DISCLOSE.
- 4) REVISED 1-10-2012 TO ADD DIMENSIONS OF PIER AND DOCK.
- 5) REVISED 5-03-2012 TO SHOW NEW LEASE AREA.
- 6) REVISED 6-24-2012 TO SHOW NEW ROAD LOCATION.
- 7) REVISED 1-15-2013 TO SHOW REVISED PARKING AREA, BUILDING LOCATION.
- 8) REVISED 02-28-2013 TO CHANGE SIZE OF DOCK.



PROPERTY LINE FOLLOWS THE 80' MSL CONTOUR

APPROXIMATE 80' MSL CONTOUR

APPROXIMATE 80' MSL CONTOUR

**PROPOSED SITE PLAN FOR
 OCONEE COUNTY**

OCONEE COUNTY, SOUTH CAROLINA

STEPHEN R. EDWARDS & ASSOCIATES, INC.
 1432 W. MAIN ST., WEST UNION, S.C. - 29086
 (804) 718-1120

REVISED: 02-28-2013
 DATE: 11-29-2011

JOB NUMBER: 11-178



I HEREBY STATE TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS B SURVEY AS SPECIFIED THEREIN, ALSO THERE ARE NO ENCROACHMENTS, PROJECTIONS, OR SETBACKS AFFECTING THE PROPERTY OTHER THAN THOSE SHOWN.

STEPHEN R. EDWARDS PLS NO. 19881

N:1079011.08
 E:1423442.40

LOCATION MAP
 no scale

Beth Hulse

From: Beth Hulse
Sent: Monday, June 03, 2013 10:28 AM
To: Beth Hulse; Chad Dorsett; Greenville News (localnews@greenvillenews.com); Kevin Norman Cannada (kcannada@upstatetoday.com); Ray Chandier; Westminster News / Keowee Courier (westnews@bellsouth.net); WGOG (dickmangrum@wgog.com); WSPA TV - Channel 7 (assignmentdesk@wspa.com)
Subject: Oconee County Law Enforcement, Public Safety, Health & Welfare Committee Meeting scheduled

The Oconee County Law Enforcement, Public Safety, Health & Welfare Committee will meet on Monday, June 10, 2013 at 6:00 p.m. in Council Chambers, Oconee County Administrative Offices, 415 S. Pine Street, Walhalla, SC 29691 to discuss various issues.

Elizabeth G. Hulse

Clerk to County Council

Oconee County Administrative Offices
415 South Pine Street
Walhalla, SC 29691
864-718-1023
864-718-1024 [fax]
bhulse@oconeesc.com
www.oconeesc.com/council

CONFIDENTIALITY NOTICE: This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential, proprietary, and/or privileged information protected by law. If you are not the intended recipient, you may not read, use, copy, or distribute this e-mail message or its attachments. If you believe you have received this e-mail message in error, please contact the sender by reply e-mail or telephone immediately and destroy all copies of the original message.