

A G E N D A

SPECIAL MEETING, OCONEE COUNTY COUNCIL

TUESDAY, MARCH 14, 1995

3:00 PM

1. Call to Order
2. Invocation
3. Public Hearing Regarding Ordinance 95-1, "An Ordinance Authorizing The Execution And Delivery Of A Limited Assignment Of Lease Agreement By And Between Oconee County, South Carolina, and First Union National Bank Of South Carolina Relating To The Indenture Of Lease Dated June 29, 1959, By And Between Oconee County, South Carolina, And Oconee Memorial Hospital, Inc. Is Successor; And An Amendment To Lease Dated December 20, 1994, By And Between Oconee County, South Carolina, And Oconee Memorial Hospital, Inc.; And Other Matters Related Thereto"
4. Third & Final Reading of Ordinance 95-1
5. Consideration of Grant Agreement Between Oconee County & the South Carolina Coordinating Council for Economic Development for Square D Company
6. Consideration of Subrecipient Agreement and Assignment, Without Recourse By and Between Oconee County and Square D Company
7. Consideration of Grant Agreement Between Oconee County & the South Carolina Coordinating Council for Economic Development for Kendall Company
8. Consideration of Subrecipient Agreement and Assignment, Without Recourse By and Between Oconee County and Kendall Company
9. Consideration of Request to Rent Front End Loader at Rock Crusher - Mr. Tommy Crumpton, Director
10. Old Business
11. New Business
12. Adjourn

AGENDA

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2:45 pm Administrative Briefing

Immediately following the Council Meeting, there will be a meeting of the Oconee County Law Enforcement, Safety, Health, Welfare & Services Committee to make a site visit to potential manned convenience center sites.

MEMBERS, OCONEE COUNTY COUNCIL

Ms. M. Fran Burrell, District I Mr. Harrison E. Orr, District II
Mr. Harry R. Hamilton, District III Mr. Roy B. Strickland, District IV
Mr. Alton K. Williams, District V

MINUTES, SPECIAL MEETING, OCONEE COUNTY COUNCIL

The Oconee County Council held a special meeting Tuesday, March 14, 1995 at 3:00 pm with all Council Members and the County Attorney present.

Members of the press notified (by mail):
Journal/Tribune, Keowee Courier, Westminster News, Anderson Independent, Greenville News, WGOG Radio, WBFM Radio, WZLI/WLET Radio, WCCP Radio, WYFF TV & WLOS TV.

Press

Members of the press present: Dick Mangrum - WGOG Radio, Alan Adams - Journal/Tribune & Ashton Hester - Keowee Courier.

The meeting was called to order by Supervisor/Chairman Crain who welcomed the guests.

Call to Order

The invocation was given by Mr. Orr.

Invocation

First on the agenda was a public hearing regarding the adoption of Ordinance 95-1, "An Ordinance Authorizing The Execution And Delivery Of A Limited Assignment Of Lease Agreement By And Between Oconee County, South Carolina, And First Union National Bank Of South Carolina Relating To The Indenture Of Lease Dated June 29, 1959, By And Between Oconee County, South Carolina, And Oconee Memorial Hospital Association, Of Which Oconee Memorial Hospital, Inc. Is Successor; And An Amendment To Lease Dated December 20, 1994, By And Between Oconee County, South Carolina, And Oconee Memorial Hospital, Inc.; And Other Matters Related Thereto"

Public Hearing

This public hearing is required by law, however, there was no one present with written and/or oral comments.

Mr. Orr made a motion, seconded by Mr. Hamilton, approved 4 - 1 (Mr. Strickland voting against) that Ordinance 95-1 (above) be adopted on third and final reading.

Ord. 95-1

Mr. Orr made a motion, seconded by Ms. Burrell that the attached SC Coordinating Council for Economic Development Grant on behalf of Kendall Company be adopted.

Kendall

Mr. Williams made a motion, seconded by Mr. Orr, approved 5 - 0 that the administration be given the authority to make technical changes to the grant agreement.

The motion, as amended was adopted 5 - 0.

Minutes, Special Meeting, Oconee County Council
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Mr. Williams made a motion, seconded by Mr. Orr, approved 5 - 0 that the attached Subrecipient Agreement and Assignment, Without Recourse by and between Oconee County and Kendall Company be adopted with the administration being given the authority to make technical changes.

Kendall

Upon request of Mr. Tommy Crumpton, Rock Crusher Director, Mr. Strickland made a motion, seconded by Mr. Orr, approved 5 - 0 that \$16,000 be taken from contingency and placed in line item 17 054 00150 00037 to lease a front end loader for approximately three (3) months. (See attached)


Rock
Crusher
(Cont'cy)

Mr. Strickland made a motion, seconded by Mr. Williams, approved 5 - 0 that the county furnish a truck for volunteers to remove the roof of the Golden Corner Ministries Building in Seneca and also to let them dispose of the shingles at the landfill without cost.

Golden
Corner
Ministries

Although Mr. Crain asked the County Attorney for an opinion regarding this request, Mr. Cain did not render an opinion as Council took action before Mr. Cain could comment.

Adjourn: 3:45 am


Norman D. Crain
Supervisor-Chairman
Oconee County Council



SOUTH CAROLINA COORDINATING COUNCIL
FOR ECONOMIC DEVELOPMENT

February 22, 1995

Norman Crain
County Supervisor
Oconee County
208 Booker Drive
Walhalla, SC 29691

RECEIVED
FEB 24 1995

RE: Kendall Company - Project #1278 - Oconee County

Dear Mr. Crain:

The SC Coordinating Council For Economic Development is pleased to advise you that funding in the amount of two hundred seventy five thousand dollars (\$275,000.00) has been approved for road work for Oconee County on the above-referenced project.

Enclosed for signature are three copies of the Grant Award Agreement between the SC Coordinating Council for Economic Development and Oconee County. Please note, the agreement must be signed by an official with legal authority to execute the agreement for the Grantee (Oconee County) as well as two witnesses (City Council Members or the Attorney representing Oconee County). Once signed, please return two copies to my attention.

Please read this contract carefully because terms and conditions in Sections 3, 25 and 26 have been changed since FY 1993-1994.

Section 7, page 3 of the contract explains "Contractor Selection." All invoices must be forwarded to this office for payment as indicated in Section 25 of the agreement.

If I may be of further assistance, please do not hesitate to call. The SC Coordinating Council for Economic Development appreciates the opportunity to serve the citizens of Oconee County.

Sincerely,

A handwritten signature in black ink, appearing to read "Haidee Clark Stith".

Haidee Clark Stith
Director

HCS:mjh

Enclosures

SC COORDINATING COUNCIL FOR ECONOMIC DEVELOPMENT
1201 Main Street, Suite 1770 AT&T Building
Columbia, South Carolina 29202

GRANT AWARD AGREEMENT

In accordance with the provisions of Section 12-27-1270 of the Code of Laws of South Carolina 1976, as amended, the South Carolina Coordinating Council for Economic Development, hereinafter called the Council, does commit and grant to Oconee County, hereinafter called the Grantee, the sum in dollars described elsewhere in this agreement for the Project identified in Section 2 below. The acceptance of the Agreement creates a contract between the Council and the Grantee, legally binding the Grantee to carry out the activities set forth in the grant application in accordance with the terms and conditions set forth in this Agreement and in any appendices attached hereto and any other documents or conditions referred to herein.

Section 1: DEFINITIONS:

- (a) Agreement means this Grant Award Agreement.
- (b) Application means the grant application forms submitted by the Grantee to the Council.
- (c) Company means the economic development corporate entity that is identified in the application.
- (d) Contractor means a private contractor who undertakes all or part of the Project.
- (e) Council means the South Carolina Coordinating Council for Economic Development (CCED).
- (f) Grant means the dollars committed by the Council to the Grantee for the Project.
- (g) Grantee means the unit of government designated for the grant award.
- (h) Project means the project identified and described in the grant application.
- (i) State means the State of South Carolina and any agencies or offices thereof.

Section 2: PROJECT DESCRIPTION: The Project is described in the application from the Grantee to the Council and which has been approved by the Council, and is included by reference as Project #1278 - Kendall Company.

de
des

Section 3: AWARD AMOUNT: The Council hereby commits an amount not to exceed two hundred seventy five thousand dollars (\$275,000.00), to be used only for the Project and related costs, as described in the Application. Eligible costs that can be paid by the grant include design and engineering, grading and excavation, paving, utility relocation, and similar costs. Costs against this grant cannot be incurred without written notice to proceed from CCED. If the grantee needs to incur expenses prior to this notification, a written request must be made, and approval given in writing. Funds may be used to reimburse the grantee or the Company for eligible expenditures made prior to the execution of this Agreement only when such prior expenditures were for improvements that were necessary for the construction schedule of the Company. Any expenditure made prior to the date of execution of this Agreement is made by the Grantee or the Company at its own risk.

Section 4: AMENDMENTS: Any changes in the scope of work of the Project, including change orders or cost increases, must be submitted in writing by the Grantee to the Council as a request for an award adjustment, and such request must clearly identify the need for the change or relief. Any adjustment granted by the Council shall be appended to this Agreement as an amendment.

Section 5: PERFORMANCE: By acceptance of this grant award, the Grantee warrants that it will complete or cause to be completed the Project as described in the approved Application, including any approved amendments appended hereto. Failure to complete all or part of the Project shall be cause for reimbursement of any funds that were received by the Grantee for the work that was not performed.

Section 6: AUDIT: Except for relief granted under Section 4, the Grantee agrees that it will return surplus grant funds that result from project cost underruns, and that it will commit and provide monies from its own resources for cost overruns that are required to complete the Project. The Grantee must include an examination and accounting of the expenditures of grant funds in its first annual audit following the completion of the Project, and submit a copy of the audit report to the Council. The Grantee agrees that it will reimburse the Council for unauthorized and unwarranted expenditures disclosed in the audit, if so directed by the Council. Records with respect to all matters covered by this Agreement shall be made available for audit and inspection by the Council and its representatives. The Grantee shall have prepared an audit of funds received under this Agreement which adheres to the following audit requirements, whichever is applicable:

- (a) Generally accepted auditing standards established by the American Institute of Certified Public Accountants, (AICPA);
- (b) The General Accounting Office (GAO) Standards for Audits of Governmental Organizations, Programs, Activities, and Functions, latest revised edition (yellow Book);
- (c) Guidelines for Financial and Compliance Audits of Federally Assisted Programs (red book);
- (d) OMB Circular A-128; and
- (e) OMB Circular A-110, Attachment F.

Section 7: CONTRACTOR SELECTION: If the Grantee selects a contractor other than a public agency to undertake all or any part of the scope of work of the Project, then the selection of that private Contractor by the Grantee must follow applicable procurement guidelines.

Documentation of the procurement process and any sole source justification must be made available to the Grantee's auditor, the Council, and to the public, upon request. Failure to adhere to acceptable procurement procedures may result in a call for repayment from the Grantee to the Council for funds that were spent in a disallowable manner.

A Contractor must represent that he has, or will secure at his own expense, all personnel required in the performance of the services covered by this Agreement. Such personnel shall not be employees of, or have any contractual relationship with the Council.

"It shall be a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor of higher tier subcontractor or any person associated therewith as an inducement for the award of a subcontract order." (Amended Section 8-13-420 of the 1976 Code of Laws for South Carolina.)

All of the services required hereunder will be performed by the Grantee and/or a Contractor, or under his supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services.

The Grantee and/or a Contractor shall be liable for and pay all taxes required by local, state, or federal governments, which may include, but not be limited to, social security, worker's compensation, and employment security as required by law. No employee benefits of any kind shall be paid by the Council to or for the benefit of the Grantee and/or a Contractor or his employee or agents by reason of this Agreement.

The Grantee warrants that he will enforce all terms and conditions of this Agreement upon his Contractors.

Section 8: EXCUSABLE DELAY: The Grantee shall not be liable for any excess costs if the failure to perform the Agreement arises out of causes beyond the control and without the fault or negligence of the Grantee.

Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Grantee. If the failure to perform is caused by the default of a Contractor, and if such default arises out of causes beyond the control of both the Grantee and the Contractor, and without the fault or negligence of either of them, the Grantee shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the Contractor were obtainable from other sources in sufficient time to permit the Grantee to meet the Project schedule.

Section 9: CONFIDENTIAL INFORMATION: Any reports, information, data, etc., given to or prepared or assembled by the Grantee under this Agreement which the Council requests to be kept confidential shall not be made available to any individual or organization by the Grantee without the prior written approval of the Agency.

Section 10: DISCRIMINATION: The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, or handicap. The Contractor shall take affirmative action to ensure that applicants for employment, and the employees are treated during employment, without regard to their race, color, religion, age, sex, national origin, or handicap.

Section 11: INTEREST OF CERTAIN FEDERAL OR STATE OFFICIALS: No elected or appointed State or Federal Official, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

Section 12: INTEREST OF MEMBERS, OFFICERS, OR EMPLOYEES OF GRANTEE, MEMBERS OF LOCAL GOVERNING BODY, OR OTHER PUBLIC OFFICIALS: No member, officer, or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the Project during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project assisted under the Agreement. The Grantee shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this section.

Section 13: PROHIBITION AGAINST PAYMENTS OF BONUS OR COMMISSION: The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of obtaining the Council approval of the application for such assistance, or Council approval of applications for additional assistance, or any other approval or concurrence of the Council required under this Agreement. However, that reasonable fees or bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project-related costs.

Section 14: MAINTENANCE OF RECORDS: Records for non-expendable property purchased totally or partially with grant funds must be retained for three years after its final disposition. All other pertinent grant records including financial records, supporting documents, and statistical records shall be retained for a minimum of three years after the final expenditure report. However, if any litigation, claim, or audit is started before the expiration of the three year period, then records must be retained for three years after the litigation, claim, or audit is resolved.

Section 15: MBE OBLIGATION: The Grantee agrees to ensure that minority business enterprises, as identified in Article 21, Sections 11-35-5010 through 11-35-5270 of the 1976 Code of Laws for South Carolina, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with funds provided under this Agreement. In this regard, all Grantees or Contractors shall take all necessary and reasonable steps to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Grantees and their Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of contracts.

Section 16: PROJECT COMPLETION: Projects must be completed within 18 months of the date of award of the grant. Completion is defined as the final documentation of funds expended and receipt by the Council of the grantee's Close-out Report. Extensions to program periods are made at the discretion of the Council.

Section 17: SANCTIONS: If the Grantee fails or refuses to comply with the terms and conditions herein set forth, the Council may take any or all of the following actions: cancel, terminate, or suspend, in whole or in part, the grant award; or, refrain from extending any further assistance to the Grantee until such time as the Grantee is in full compliance.

Section 18: APPLICABLE LAW: This Agreement is made under and shall be construed in accordance with the laws of the State of South Carolina. By executing this Agreement, the Grantee agrees to submit to the jurisdiction of the courts of the State of South Carolina for all matters arising or to arise hereunder, including but not limited to, performance of said Agreement and the payment of all licenses and taxes of whatever kind or nature applicable hereto.

Section 19: APPROPRIATIONS: Notwithstanding any other provisions of this Agreement, the parties hereto agree that the compensation and expenses hereunder are payable by appropriations from the State. In the event sufficient appropriations, grants, and monies are not made available through the Council to pay the compensation and expenses hereunder for any fiscal year, this Agreement shall terminate without further obligation of the Council. In such event, the Council shall certify to the Grantee the fact that sufficient funds have not been made available to the Council to meet the obligations of this Agreement; and such written certification shall be conclusive upon the parties.

Section 20: COPYRIGHT: No material produced in whole or in part under this grant award shall be subject to copyright in the United States or in any other country. The Council shall have the unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this grant.

Section 21: TERMS AND CONDITIONS: The Council reserves the right to add or delete terms and conditions of this Agreement as may be required by revisions and additions to changes in the requirements, regulations, and laws governing the Council and any other agency of the State.

Section 22: REPORTING REQUIREMENTS: The Grantee agrees to complete and submit all reports, in such form and according to such schedule, as may be required by the Council.

Section 23: PROJECT START-UP: All projects must begin within three (3) months of the Date of Award of the grant. If the project has not started up within 3 months of the Date of Award of the grant, the Council reserves the right to rescind the grant award. Start-up is defined as a significant obligation or expenditure of funds, indicating overall satisfactory program progress.

Section 24: LIABILITY: The Grantee understands and warrants that it will defend any liability arising from the Project and that the Council accepts no liability for the Project nor any responsibility other than its agreement to approve funding for design and construction in the amount shown in Section 3, as adjusted, in so far as such funds are expended in accordance with the terms and conditions of this Agreement.

Section 25: PAYMENT: The Grantee must submit to the Council a certified request for payment for work that is documented by the Grantee as completed. The Council, upon its approval of the request for payment, shall forward such requests to the South Carolina Department of Transportation. Payments are issued from the Comptroller General's office. Payment requests should be submitted to the Council no more than once a month.


The Grantee will certify, to the best of their knowledge, information and belief, that the work covered by the request for funding has been completed in accordance with this Grant Agreement between the Grantee and the South Carolina Coordinating Council for Economic Development, and that current payment shown herein is now due.

All requests for payment must be certified as valid expenditures by an official representative of the Grantee. Invoices and cancelled checks backing up the requests must be kept on file and be available for inspection at any time.

Section 26: RESPONSIBILITY FOR MAINTENANCE: Maintenance of new roads and other improvements to the Grantee's or Company's right of way and/or property is the responsibility of the Grantee. The Grantee may assign this responsibility to any agreeable party.

This Agreement shall become effective, as of the date of award, upon return of two copies of this grant award which have been signed in the space provided below. Both copies must have original signatures and must be returned within 15 days from the date of award.

2-22-95
Date of Award


Haidee Clark Stith, Director
SOUTH CAROLINA COORDINATING COUNCIL
FOR ECONOMIC DEVELOPMENT

ACCEPTANCE FOR THE GRANTEE

Signature of Official with Legal Authority
to Execute this Agreement for the Grantee

Date

Typed Name and Title of Authorized Official

ATTEST:

Signature of Elected City or County Council
Member, as appropriate

Signature of Elected City or County Council
Member, as appropriate

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

SUBRECIPIENT AGREEMENT AND ASSIGNMENT, WITHOUT RECOURSE

THIS SUBRECIPIENT AGREEMENT AND ASSIGNMENT WITHOUT RECOURSE made and entered into this _____ day of _____, 1995 by and between Oconee County (County) and Kendall Company (Company).

WHEREAS, Company has applied for a grant of funds in the amount of \$275,000.00 from the South Carolina Coordinating Council for Economic Development (CCED) for certain improvements described as Project #1278 - Kendall Company (the Project) in the application for the grant, a copy of which is attached hereto and incorporated herein by this reference and identified as Exhibit "B"; and

WHEREAS, the County at the request of the Company, has agreed to support the application for such grant funds and has been requested by Company to enter into a Grant Award Agreement with the Council, a copy of which is attached hereto and incorporated herein by this reference; and

WHEREAS, Company desires to execute this Agreement so as to induce the County to participate in the grant process, to include the entry by the County into the aforementioned Grant Award Agreement, and to provide assurances to the County of Company's fulfillment of all obligations in connection with the project and receipt of Grant funds;

NOW THEREFORE, for and in consideration of the participation by Oconee County in the grant application and award process as set forth and described herein and in the grant application and Grant Award Agreement, as well as the mutual covenants contained herein, the adequacy of which is hereby acknowledged, the parties agree as follows:

I. COVENANTS OF COMPANY.

(A) Company agrees to commence and complete construction of the Project in accordance with the terms, conditions and specifications as set forth and described in the application for funds submitted to and approved by CCED, a copy of which is attached hereto and incorporated herein by this reference.

(B) Company agrees to be solely responsible for the development and completion of the Project (including contracting and bidding).

(C) Company acknowledges and agrees to solicit at least three (3) written bids for the work to be performed by outside contractor(s) in completion of the Project and to provide all bid tabulations to the County and CCED for review and approval prior to awarding any contract for construction or other related activities associated with the Project. While Company is not required to engage the lowest bidder(s), Company will only be reimbursed from CCED funds for the amount(s) submitted by the lowest responsive bidder(s) for such portion(s) of the work to be performed.

(D) In the event the Company has elected to commence construction prior to the grant award, Company, through the County, may request reimbursement for such costs incurred, however, neither CCED nor County will guarantee that such expenditures or costs will be eligible for reimbursement from CCED grant funds. Requests to proceed prior to the award of grant funds must be made to and approved by CCED and the County. Such work is subject to the bid requirements and other provisions set forth herein.

(E) Company shall promptly provide all invoices to the County for forwarding to CCED. Reimbursements or payments for work performed in connection with the Project shall be remitted to the County for distribution to the Company or other provider of the work. All invoices submitted by the Company shall be accompanied by a certification by a duly authorized agent of the Company that the work described in such invoice(s) has been completed in accordance with the project description and bids contained in the grant application submitted to CCED.

(F) Company agrees to be responsible for and pay any costs incurred in excess of the grant award as set forth herein, and that any grant funds forwarded to the Company but not expended on the Project as described and approved in the grant application will be returned to the County.

(G) The Company for itself and its successors and assigns agrees to indemnify, hold harmless and defend CCED and the County, their respective agents, employees, representatives, successors and assigns from any and all claims, demands, actions, causes of action or liabilities arising out of or in any way associated with the Project both prior to, during and after completion of the Project.

(H) The Company agrees to operate and maintain the facilities upon which the Project is located or associated for a period of at least five (5) years after substantial completion of construction of the Project or the County may require reimbursement of a sum equal to 20% of the amount of the grant award for each year less than five (5) years such facilities are not in operation.

(I) The Company agrees that the County and/or CCED shall have the right to inspect the Project site at any time prior to, during or up to one year from the date of completion of the Project.

(J) By acceptance of this grant award, Company warrants that it will complete or cause to be completed the Project as described herein, to include any amendments thereto. Failure to complete all or part of the Project shall be cause for reimbursement of any funds received by Company for work not performed.

(K) Company acknowledges that it has fully reviewed the terms, conditions and requirements set forth in the Application and proposed Grant Award Agreement, to include, but not limited to, those requirements relating to Performance, Audit, Contractor Selection, Delay, Confidential Information, Discrimination, Maintenance of Records, MBE Obligation and Payment. Company agrees that it will abide by and fulfill all of the terms, conditions, provisions and requirements imposed upon the County and therefore the Company as set forth in such Agreement and, that it will indemnify, hold harmless and defend the County against any claim, demand, action, cause of action or demand for payment or repayment made by CCED or any other person, firm or entity arising out of or in any way relating to the Project, to include any such matters caused by Company's failure to insure compliance with the provisions and requirements of the Grant Award Agreement and other related documents. It is specifically understood and agreed that Company shall be responsible for the maintenance of the improvements contemplated by the Agreement or for assigning such maintenance to the State of South Carolina.

II. ASSIGNMENT. The County does hereby sell, bargain, grant, release, assign and set over to the Company, **WITHOUT RECOURSE** to the County, its successors and assigns, all and singular the County's rights, title, obligations and interests in, to and under any and all Agreements, to include the Grant Award Agreement, guarantees, documents or instruments in respect of the grant, whether now existing or hereafter arising, including without limitation, all obligations, agreements, covenants and representations contained therein. Company, by its execution of this document, hereby agrees to and accepts such assignment **WITHOUT RECOURSE**.

III. COVENANTS OF COUNTY.

(A) County will enter into the attached Grant Award Agreement and cooperate with Company to secure the funding from the Grant. **PROVIDED HOWEVER**, that nothing herein shall prevent County from terminating its participation in the grant process in the event of the failure of the Company to comply with the terms hereof or those contained in the Grant Award Agreement.

(B) County will prepare and submit requests for reimbursement to CCED within five (5) working days of receipt by County of invoices and certifications from Company. County will forward disbursements received from CCED to the Company within five (5) working days of receipt of such payment.

IV. SEVERABILITY. The illegality, invalidity or unenforceability of any provision of this Agreement, if any, shall not render illegal, invalid or unenforceable any other provision hereof.

V. ASSIGNMENT/BINDING EFFECT. This Agreement may not be assigned without the prior written consent of the other party hereto, and shall be binding upon the parties hereto, their successors and assigns.

VI. ATTORNEY FEES/COSTS. In the event that a dispute arises under the terms of this Agreement which results in litigation, the prevailing party shall be entitled to reasonable attorneys fees and costs.

VII. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.

VIII. LIMITATION. In no event shall any provision contained herein or in the Application for the Grant Award or in the Grant Award Agreement be construed so as to give rise to a pecuniary liability of the County or a charge against its general credit or taxing authority.

ACCEPTED AND ACKNOWLEDGED BY:

KENDALL COMPANY (SEAL)

BY: _____

TITLE: _____
ITS DULY AUTHORIZED OFFICER

OCONEE COUNTY (SEAL)

BY: _____

TITLE: _____
SUPERVISOR-CHAIRMAN
OCONEE COUNTY COUNCIL

THE FOREGOING SUBRECIPIENT AGREEMENT AND ASSIGNMENT WITHOUT
RECOURSE IS HEREBY ACCEPTED, ACKNOWLEDGED AND APPROVED THIS
_____ DAY OF _____, 1995.

SOUTH CAROLINA COORDINATING COUNCIL
FOR ECONOMIC DEVELOPMENT (SEAL)

BY: _____

TITLE: _____
ITS DULY AUTHORIZED OFFICER

STATE OF SOUTH CAROLINA)
COUNTY OF OCONEE)

PROBATE

PERSONALLY appeared the undersigned witness and made oath that (s)he saw the within named Individual sign, seal and as his act and deed, deliver the within named Instrument for the uses and purposes therein mentioned, and (s)he, with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me this _____)
day of _____, 1995.)
_____(SEAL)
Notary Public for South Carolina)

My Commission Expires:_____

STATE OF SOUTH CAROLINA)
COUNTY OF OCONEE)

PROBATE

PERSONALLY appeared the undersigned witness and made oath that (s)he saw the within named Individual sign, seal and as his act and deed, deliver the within named Instrument for the uses and purposes therein mentioned, and (s)he, with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me this _____)
day of _____, 1995.)
_____(SEAL)
Notary Public for South Carolina)

My Commission Expires:_____

Oconee County Rock Quarry

686 Rock Crusher Road
Walhalla, SC 29691

(803) 638-4214

Thomas S. Crumpton
Director

Martha Presswood
Adm. Assistant

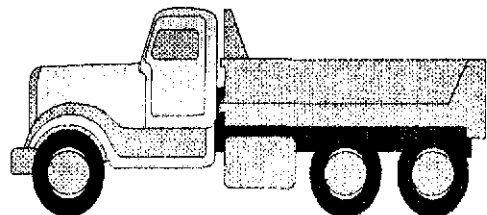
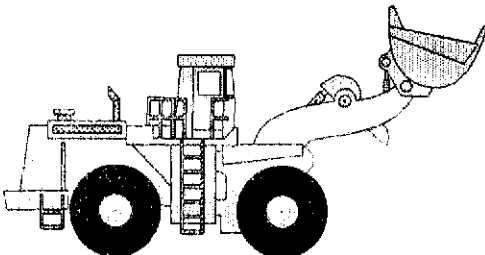
March 9, 1995

The Honorable Norman D. Crain
Supervisor/Chairman
Oconee County Council
208 Booker Drive
Walhalla SC 29691

Dear Norman:

I request that we be allowed to rent a Front End Loader to compensate for the loss of our shovel. The Shovel will be down for an engine rebuild approximately three months. This would allow for continuous operation of the quarry. The cost will be \$21,000.00 for the three month period.

Sincerely,
Thomas S. Crumpton Jr.
Thomas S. Crumpton Jr.
Director



STATE OF SOUTH CAROLINA)
)
COUNTY OF OCONEE)

LEASE AGREEMENT

THIS LEASE AGREEMENT MADE AND ENTERED INTO 10th day of June, 1994, by and between BLUE RIDGE BROADCASTING, INC., hereinafter referred to as the "LESSOR," and GOLDEN CORNER MINISTRIES, hereinafter referred to as the "LESSEE."

SECTION 1: PREMISES

FOR AND IN CONSIDERATION of the rental hereinafter specified and the mutual promises and covenants contained herein, the Lessor hereby agrees to lease and demise unto the Lessee, and the Lessee agrees to rent from the Lessor according to the terms of this Agreement, the premises, including but not limited to, the building together with all improvements thereon located at 11081 NORTH RADIO STATION ROAD, SENECA, SOUTH CAROLINA 29678. The Premises shall also include the driveway and all parking spaces.

SECTION 2: NOTICE AND PARTIES

The Lessor certifies that C. Wayne Gallimore as President of Blue Ridge Broadcasting, Inc., is authorized to enter into this Lease Agreement on behalf of the corporation, Blue Ridge Broadcasting, Inc.

The Lessee certifies that Lynda Henry of 2224 Westminster Highway, Walhalla, South Carolina 29691, as Executive Director, is authorized to enter into this Lease Agreement on behalf of the Lessee, GOLDEN CORNER MINISTRIES, a 501(c)(3) Charitable Organization and that prior approval of the Board of Directors has been obtained.

Lessor further certifies that all notices, demands and service of process for any and all actions required and/or arising pursuant to this Lease may be made upon the Lessor by serving same upon C. WAYNE GALLIMORE at 15073 Radio Station Road, Seneca, South Carolina.

Lessee further certifies that all notices, demands or service of process for any and all actions required and/or arising pursuant to this Lease may be made upon LYNDA HENRY at the rental property, 11081 NORTH RADIO STATION ROAD, SENECA, SOUTH CAROLINA 29678.

SECTION 3: RENTAL

a) Term:

The initial term of this Lease shall be for a period of FIVE (5) YEARS commencing on the 10th DAY OF June, 1994 and ending on the 10th DAY OF June, 1999.

b) Rental:

The rental for said premises shall be the sum of ONE AND NO/100 (\$1.00) DOLLARS per year, to be due and payable on the first day of the term and in a like amount on the first day of June of each year thereafter.

SECTION 4: COVENANTS OF THE LESSOR

The Lessor for himself, his successors and assigns, does hereby covenant and agree with the Lessee as follows, to-wit:

a) Peaceful Possession:

Lessee shall enjoy quiet and peaceful possession of the leased premises so long as same not be inconsistent with the terms of this Lease and provided further that the Lessee has not breached any of the terms, conditions, covenants and duties of the Lessee hereunder.

b) Payment of Taxes:

The Lessor agrees to timely pay all taxes and assessments which may become due and owing on the premises so as to not interfere with the possession thereof by the Lessee.

c) Fixtures:

The Lessor shall allow the Lessee to remove any fixtures from the premises at the expiration of this Lease which the Lessee has installed provided that any damages to the premises to the premises occasioned by such removal shall be repaired and replaced by the Lessee within thirty (30) days of such removal.

d) Right of Inspection:

The Lessor reserves the right to go upon the premises from time to time to inspect the same, but agrees that such inspection shall be carried on in such a manner as to not interfere with the continued peaceful possession thereof by the Lessee.

e) Alterations and Decorations:

The Lessor agrees to allow the Lessee to paint, decorate, install floor covering, and constructing or installing partitions or dividing walls on the premises in order that the Lessee may more fully enjoy the use of the premises. Any such installations, decorations or alterations shall be the sole expense of the Lessee and the Lessor shall not be responsible for the payment of any of the activities of the Lessee in this regard. The Lessee shall receive, in writing, the consent and agreement of the Lessor prior to commencing any painting or decorating and the permission of the Lessor in this regard, shall not be unreasonably withheld. In addition, as to the construction of the partitions or walls on the premises dividing same, Lessee shall receive, in writing, the consent and agreement of the Lessor prior to such construction in order to insure that the premises will not be unduly damaged by such construction and the permission of the Lessor in this regard, although a condition precedent to such construction, shall not be unreasonably withheld.

SECTION 5: COVENANTS OF THE LESSEE

The Lessee hereby covenants and agrees with the Lessor, which covenants and agreements shall be and constitute conditions precedent to the enjoyment of the premises by the Lessee and a breach thereof shall constitute a material breach of this Lease, as follows, to-wit:

a) Payment of Rental and Permitted Activity:

The Lessee agrees to pay the rental when due and shall not allow the leased premises to be used for any illegal or unlawful activity nor any activity which would constitute a public or private nuisance. The Lessee agrees that

the premises shall be used, during the entire term hereof, as a food pantry for its outreach ministry, which is a charitable organization.

b) Subletting:

Lessee shall not sublet the premises nor assign or transfer this Lease to any other person, firm or corporation without the prior written consent of the Lessor. In this regard, however, the Lessee acknowledges that the subletting of the premises for an activity other than that described in this Lease may be the basis of the Lessor's refusal to approve any such subletting. The Lessee further acknowledges and agrees that the premises shall not be subdivided nor partitioned into one or more businesses, but shall be used solely for the business activity described in this Lease.

c) Maintenance and Repairs:

Subject to the exceptions contained herein, Lessee agrees that it shall be responsible for all maintenance and repairs on and to the buildings located on the premises during the term of this Lease with the exception of any structural work or repairs or any repairs exceeding ONE THOUSAND AND NO/100 (\$1,000.00) DOLLARS.

d) Return of Property:

Lessee agrees that at such time as this Lease shall terminate, either by expiration of the term or for any other reason as may be stated herein, the premises shall be returned to the Lessor in as good a condition as received, excepting only wear and tear occasioned by everyday use and occupancy, damage or destruction by fire or other unavoidable casualty as hereinafter set forth.

SECTION 6: CONDEMNATION

If all or any portion of the demised premises are taken under any condemnation or eminent domain proceedings and if the remaining portion thereof is untenable, unusable or are inadequate for Lessee's purposes, this Lease shall terminate on the date which premises or such portion thereof is so taken and the rental shall be accounted for by and between Lessee and Lessor as of such date. In the event this Lease shall be terminated for the reasons listed above, the Lessor shall be entitled to any condemnation award in its entirety.

SECTION 7: LANDSCAPING

Lessee hereby covenants and acknowledges that prior to doing any type of landscaping, digging, excavating or any other alteration of the yard or premises, Lessee will obtain written consent from the Lessor and will obtain written verification that any digging or excavating will not interfere with gas lines, electrical lines, water lines or sewer lines on the premises.

SECTION 8: ARBITRATION

In case of disagreement between the parties concerning this lease or the terms thereof, the dispute shall be referred to Arbitration. The parties shall appoint their own Arbitrator and the two (2) so chosen shall appoint a third (3) Arbitrator. The decision of the majority of the Arbitrators shall be final and binding upon the parties. The costs of Arbitration shall be borne equally between the parties.

SECTION 9: ENTIRE AGREEMENT

This instrument contains the entire and only agreement between the parties, and no oral statements or representations or prior written matter not contained in this instrument, shall have any force or effect. This Lease shall not be modified or amended in any way except by writing and executed by all parties.

SECTION 10: GOVERNING LAW

This Lease Agreement shall be construed and interpreted by and pursuant to South Carolina Law.

IN WITNESS WHEREOF we have hereunto placed our hands and seals on the date written above.

Signed, Sealed and Delivered in the presence of:

[Signature]
Jeff Grant
[Signature]
Jeff Grant

BLUE RIDGE BROADCASTING, INC., LESSOR

By: C. Wayne Gallimore (SEAL)
C. WAYNE GALLIMORE
PRESIDENT

GOLDEN CORNER MINISTRIES, LESSEE

By: Lynda Henry (SEAL)
LYNDA HENRY
EXECUTIVE DIRECTOR

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

PROBATE
(BLUE RIDGE BROADCASTING, INC.)

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named LESSOR sign, seal and as the LESSOR'S act and deed, deliver the within instrument for the uses and purposes therein mentioned, and that (s)he with the other witness subscribed above, witnessed the execution thereof.

SWORN TO BEFORE ME THIS
10th DAY OF JUNE, 1994.

Jarvis K. Malaffey
NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES: 10-16-99

Jeff Grant

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

PROBATE
(GOLDEN CORNER)

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named LESSEE sign, seal and as the LESSEE'S act and deed, deliver the within instrument for the uses and purposes therein mentioned, and that (s)he with the other witness subscribed above, witnessed the execution thereof.

SWORN TO BEFORE ME THIS
10th DAY OF JUNE, 1994.

James K. Mahaffey
NOTARY PUBLIC FOR SOUTH CAROLINA

MY COMMISSION EXPIRES: 10-16-99

Jeff Grant