



Oconee County Sewer Commission

623 Return Church Road • Seneca, South Carolina 29678
Phone: 864-972-3900 • Fax: 864-972-3917

9/2/03

August 13, 2003

Mr. Harry R. Hamilton
Oconee County Supervisor
415 South Pine Street
Walhalla, SC 29691

RE: Right of Way and Lease,
New Horizons Electric Co-op

Dear Mr. Hamilton,

Attached find copies of a Right of Way Agreement and a Lease Agreement between Oconee County/Oconee County Sewer Commission and New Horizons Electric Co-operative for your review.

The Commission has been negotiating the terms and conditions of the attached documents over the past year, including compensation.

An appraisal was completed by a local appraiser, and New Horizons has agreed to compensate the Commission \$12,000 for the Lease and \$61,000 for the Right of Way for a total of \$73,000.

The total property involved is a total of 8.948 acres of which .634 is the lease and 8.314 is the Transmission Line Right of Way, which includes stranded property.

The Commission approved a resolution at their meeting on August 4, 2003 to present a recommendation to County Council for approval of the agreements.

The Commission has given verbal approval to New Horizons to begin preliminary clearing of the Right of Way prior to execution of the documents in order to meet their schedules for construction.

Copies of the documents are being provided to all County Council members for their review.

We are requesting time on the agenda for the County Council meeting of September 2, 2003 to formally request County Council approval and answer questions.

If you need anything further, please call.

Thanks for your cooperation.

Sincerely,

Howard S. Adams
Chairman, OCSC

CC: Commission
Frank Abies
Marion Lyles
Kenneth Johns
Steve Moore
Bill Rhinehart
Opal Green, Council Clerk

AUG 13 2003

LISTER, FLYNN & KELLY, P.A.

ATTORNEYS AT LAW
421 MARION AVENUE

SPARTANBURG, SOUTH CAROLINA 29306

MAILING ADDRESS

P.O. BOX 3939

SPARTANBURG, SC 29306-3939

TELEPHONE (864) 582-3770

FAX (864) 582-3553

TONY J. LISTER

LAWRENCE E. FLYNN, JR.

R. KEITH KELLY

BRENDAN DELANDY, ASSOCIATE

August 7, 2003

Lowell W. Ross, Esq.
Ross Law Firm
P. O. Box 1179
West Union, SC 29698

Re OSC - Right-of-Way and Lease to New Horizon Electric Cooperative, Inc.

Dear Lowell:

Enclosed please find the Lease Agreement and the Right-of-Way Agreement for execution by the Oconee County Sewer Commission and Oconee County. Please return these documents to me in the enclosed envelope, and I will send you a fully executed copy after New Horizon has executed them.

If you have any questions, please do not hesitate to call me.

Very truly yours,

LISTER, FLYNN & KELLY, P.A.

Lawrence E. Flynn, Jr.

LEF, Jr/ff

Enclosures

cc: Mr. John Gaffney

(Created By) Lawrence E. Flynn, Jr.
1107th, Flynn & Kees, Inc.
PO Box 2929
Dorchester, SC 29535-2929

Grantee's Address: PO Box 1169
Laurens, SC 29360

Tax Map No: P/O 520-72-01-001

STATE OF SOUTH CAROLINA)

COUNTY OF OCONEE)

RIGHT OF WAY AGREEMENT

THIS INDENTURE, made and entered into this _____ day of _____, 2003 by and between Oconee County, through the Oconee County Sewer Commission, hereinafter called "Grantor" (whether one or more), having a mailing address of 415 S. Pine Street, Walhalla, S.C. 29891, and NEW HORIZON ELECTRIC COOPERATIVE, INC., a South Carolina Corporation, hereinafter called "Grantee", having a mailing address of P.O. Box 1169, Laurens, South Carolina 29360.

WITNESSETH:

That Grantor, in consideration of Ten Dollars (\$10.00) and other valuable considerations paid by Grantee, the receipt of which is hereby acknowledged, does grant and convey unto Grantee, its successors and assigns, a perpetual easement and right-of-way (hereinafter the "Right-of-Way Strip"), for the purposes and subject to the terms and conditions herein below set out, over and across the land of Grantor (hereinafter the "Premises") lying in the State and County aforesaid, and the Right-of-Way Strip is more fully described as follows:

That piece, parcel or tract of land, lying and being situate in the County of Oconee, State of South Carolina, containing 4.45 acres, more or less, consisting of a right-of-way strip 80 feet in width and being more particularly described on plat of survey made for New Horizon Electric Cooperative, Inc. by Souther Land Surveying, entitled "Property of Oconee County - Coneross Treatment Plant, Right-of-Way to be Acquired by New Horizon Electric Cooperative, Inc." dated August 22, 2002, a copy of which is attached hereto as Exhibit "A" and incorporated by reference. Reference being made to said plat for a more accurate description according to its metes and bounds.

ALSO: That piece, parcel or tract of land, lying and being situate in the

County of Oconee, State of South Carolina, containing 1.204 acres, more or less, and identified as Tract B on plat of survey made for New Horizon Electric Cooperative, Inc. by Souther Land Surveying, entitled "Property of Oconee County - Coneros Treatment Plant" dated August 10, 2002, a copy of which is attached hereto as Exhibit "B" and incorporated by reference. Reference being made to said plat for a more accurate description according to its metes and bounds.

The above described property is a portion of the property conveyed to Oconee County by deed of Grace A. Dalton, dated April 6, 1977, and recorded in Book 12-R at Page 257 in the office of the Oconee County Clerk of Court.

The easement and right-of-way herein granted by Grantor to Grantee, its successors and assigns, over the Grantor's property consist of the following:

(a) Grantee's Use of Right-of-Way Strip. Grantor grants to Grantee, for itself and its successors and assigns, a perpetual easement within the Right-of-Way Strip (as described above) to enter and construct, reconstruct, replace, rebuild, enlarge, modify, remove, inspect, maintain and use multiple lines (either overhead or underground, or both) for the purpose of transporting electricity and for communications deemed necessary by the Grantee for the sole purpose of transporting electricity. A "line" may consist of overhead and/or underground wires, conductors, cables, conduits and other necessary apparatus, fixtures, hardware and appliances deemed necessary by Grantee for the transportation of electrical energy and/or for the communications used relative to the operation of said line of Grantee or its successors and assigns, including, without limitation, conduits, static wires, guy wires, anchors, grounds, footings, foundations, crossarms, insulators, electronic equipment and other associated equipment. Overhead lines or cables may be supported by single or multiple rows of poles or structures (without limitation as to number) placed at necessary and proper intervals upon the Right-of-Way Strip. In connection with Grantee's rights within the Right-of-Way Strip, Grantee shall have the right (i) to clear and keep the Right-of-Way Strip free of trees (except fruit trees below fifteen (15) feet in height), structures, buildings, manufactured homes, mobile homes and trailers, human graves, wells, swimming pools, septic or storage tanks (whether above ground or below ground), flammable materials, building materials, wrecked and disabled vehicles, refuse of any type and all other objects (whether above ground or below ground) which may, in Grantee's opinion, interfere in any way with or endanger Grantee's lines or the maintenance and operation of Grantee's lines, (ii) to install and maintain fences and gates in the Right-of-Way Strip to afford Grantee access to the Right-of-Way Strip, (iii) the right to place communication lines, equipment, or structures deemed necessary by the Grantee for the operation of Grantee's line within the right-of-Way Strip, and (iv)

to plant and maintain shrubs and ornamental trees within the Right-of-Way Strip at locations selected by Grantee.

(b) Untitled Paragraph. Grantee agrees to maintain electrical facilities within all applicable codes and standards to prevent to the extent possible adverse effects on radio frequencies, telemetry, instrumentation, microwave receivers, and/or transmitters used by the Grantor.

(c) Grantor's Reserved Use. Grantor or Grantor's successors and assigns shall be entitled to use the Right-of-Way Strip for all purposes not inconsistent with the rights and easements herein granted to Grantee, including (i) the right to cultivate crops, plants, shrubs and fruit trees that do not exceed fifteen (15) feet in height, (ii) the right to pave, improve and use the Right-of-Way Strip for temporary automobile parking, provided Grantor installs adequate protective barriers for Grantee's structures, (iii) the right to use the Right-of-Way Strip for recreation, provided no structures are erected, (iv) the right to retain existing roads and drives and sewer, water and other utility lines within the Right-of-Way Strip at their existing locations as of the date of this instrument, (v) the right to construct and maintain new roads and drives and new water, sewer and other utility lines crossing the Right-of-Way Strip, provided such facilities conform to the following requirements: (A) such facilities cross the Right-of-Way Strip at an angle of not less than thirty (30) degrees, (B) no portion of such facilities is located within twenty (20) feet of any of Grantee's supporting structures, and (C) such facilities are constructed in strict compliance with all clearance requirements of the National Electrical Safety Code and all other regulations and ordinances then applicable to electrical conductors, (vi) the right to maintain existing fences and the right to build new fences on the Right-of-Way Strip, provided any such new fences are located at least ten (10) feet from Grantee's structures, and (vii) the right to excavate, grade and fill, provided such activity is completed in accordance with good engineering practices, does not endanger Grantee's structures, including the foundations of such structures, and meets all clearance requirements of the National Electrical Safety Code and all other regulations and ordinances then applicable to electrical conductors.

(d) Grantee's Use of Premises Outside of the Right-of-Way Strip. Grantor further grants to Grantee, for itself, its successors and assigns, the right to enter upon the Premises for the following purposes and uses:

(1) Grantee and Grantee's successors and assigns relative to the Right-of-Way Strip may cut, fell and remove any and all trees on the Premises now or in the future that are tall enough, in Grantee's opinion, to fall on a line or other facility or structure within the Right-of-Way Strip.

(2) Grantee and Grantee's successors and assigns, relative to the

Right-of-Way Strip, may with proper notification enter upon the Premises at designated locations at any time and from time to time to gain access (for vehicles, equipment and pedestrians) to the Right-of-Way Strip or to cut, fell and remove danger trees from the Premises (pursuant to Paragraph (c)(1) herein);

and an easement is hereby granted to Grantee for such purpose. Grantee's right to enter the premises (for which an easement is hereby granted to Grantee) to access the Right-of-Way Strip shall be confined to streets, roads and driveways that exist when Grantee's entry is necessary, provided such existing streets, roads and driveways are adequate for Grantee's purposes and afford Grantee reasonably convenient and feasible access to the Right-of-Way Strip. When access that is totally confined to the Right-of-Way Strip is not adequate because of steep topography, the presence of streams and or wetlands, or other conditions that prevent the Grantee from accessing the Right-of-Way Strip on the premises by staying totally within the Right-of-Way Strip itself; and when an alternate means of access is not available over existing streets, roads, or driveways, the Grantor will provide to the Grantee an alternate access route over the premises to the Right-of-Way Strip that will continuously afford the Grantee immediate unencumbered access to the Right-of-Way Strip.

(c) Grantee's Repair Obligation. Grantee shall repair damage to the Premises, including roads, driveways and fences, resulting directly from Grantee's exercise of its rights granted hereunder. Provided, however, all trees which Grantee is entitled to cut and remove from the Premises pursuant to Paragraphs (a) and (c) herein shall, upon such cutting, become the property of Grantor. Grantee shall de-limb trees, dispose of the brush in a responsible manner, and leave merchantable timber on the premises outside the Right-of-Way for Grantor's use.

(d) Hold Harmless Agreement. Grantee will hold Grantor harmless and will indemnify Grantor on account of any injury, damages, judgment, claim or expense incurred by Grantor including attorney's fee which are caused by Grantee as a result of its use of the Right-of-way.

(e) Abandonment of Right-of-Way. If Grantee elects to abandon its use of the Right-of-way, then, in that event, the property shall revert to the Grantor.

Grantee will pay to the Grantor the sum _____ Dollars (\$) _____ within 30 days from the date of this Agreement in full payment for all rights granted herein.

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

And Grantor, for the Grantor and for the Grantor's heirs, executors, administrators, successors and assigns, covenants to and with Grantee, its successors and assigns, that Grantor is lawfully seized of the above described land in fee and has the right to convey the said rights and easements, that the same is free and clear from any and all encumbrances.

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

Signed, sealed and delivered
in the Presence of:

As to OCSC:

As to OC

APPROVED BY:
OCONEE COUNTY SEWER
COMMISSION

By: _____ (SEAL)
Howard Adams, Chairman

OCONEE COUNTY

By: _____ (SEAL)
Harry R. Hamilton, Supervisor

STATE OF SOUTH CAROLINA

ACKNOWLEDGMENT

COUNTY OF OCONEE

I, _____ a Notary Public for the above State and County, hereby certify that Howard Adams, Chairman, Oconee County Sewer Commission personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and Notarial Seal this the _____ day of _____, 2003.

Notary Public for South Carolina
My commission expires: _____

STATE OF SOUTH CAROLINA

ACKNOWLEDGMENT

COUNTY OF OCONEE

I, _____ a Notary Public for the above State and County, hereby certify that Harry R. Hamilton, Supervisor, Oconee County personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and Notarial Seal this the _____ day of _____, 2003.

Notary Public for South Carolina
My commission expires: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF OCONEE)

LEASE AGREEMENT

This Agreement entered into this _____ day of _____, 2003, by and between OCONEE COUNTY, THROUGH THE OCONEE COUNTY SEWER COMMISSION, ("Lessor") and NEW HORIZON ELECTRIC COOPERATIVE, INC., a corporation organized under the laws of the State of South Carolina ("Lessee").

PREAMBLE:

Oconee County, South Carolina, ("Lessor"), a body politic, is authorized to enter this Lease Agreement and has agreed, with the approval of the Oconee County Sewer Commission, to lease the property according to the terms and conditions set forth.

Lessee desires to lease the below described property ("the Property") from Oconee County through the Oconee County Sewer Commission for the purpose of expanding an existing electrical substation to provide for the continued distribution of electricity for sale to others and for such other lawful purposes as Lessee may deem necessary or desirable.

WITNESSETH:

1. Lessor hereby leases to the Lessee for its exclusive use the below described property for a period of ninety-nine (99) years, beginning on the date first above written.

2. Title to all property placed or installed upon the property by Lessee shall remain in Lessor and Lessee shall have the right to and shall remove all property upon the termination of this Lease for any reason.

3. Lessee shall have the non exclusive right of ingress and egress for the installation, maintenance, use, operation, repair, replacement, and removal of personal property or fixtures from the real property.

4. Lessee shall use the property in accordance with all state, local, and federal laws, statutes, ordinance, orders and regulations relating directly or indirectly to Lessee's activities and operation. Prior to the commencement of any use of the Property, Lessee at its sole expense shall obtain all approvals, licenses, permits, consents, and/or authorizations ("Permits") required by any governmental agency having authority or jurisdiction over the property or the Lessee or the Lessee's activities or business and shall keep any Permits current at all times.

5. Lessee shall pay all taxes, licenses and other fees which shall be payable to any governmental agency having taxing jurisdiction on account of the use of the property by the Lessee.

6. This Lease Agreement may be assigned with the written approval of Lessor.

7. In the event that Lessee shall cease to use the Property for the purposes set forth herein, the Lease shall be null and void and the property shall revert to the Lessor, provided however, that Lessee shall have the right to remove any personal property or fixtures from the property for a period of one (1) year.

8. Lessee shall hold Lessor harmless and shall indemnify it on account of any damages, action, suit, or claim made against the Lessor by any person or entity on account of the use of the Property by Lessee.

9. The Property is described as follows:

A tract of land containing 0.457 of an acre + located on Return Church Road, County of Oconee, State of South Carolina, described as Tract A on a Plat entitled "Property of Oconee County-Coneross Treatment Plant" dated August 10, 2002, prepared by George B. Souther, PLS #21232, Souther Land Surveying, filed with the Register of Deeds of Oconee County in Plat Book _____ at page _____.

ALSO:

A tract of land containing 0.177 of an acre + located on Return church Road, in the County of Oconee, State of South Carolina, described as Tract C on a Plat entitled "Property of Oconee County-Coneross Treatment Plant" dated August 10, 2002, prepared by George B. Souther, PLS #21232, Souther Land Surveying, filed with the Register of Deeds of Oconee County in Plat Book _____ at page _____.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the date first above written.

In the presence of:

As to OCSC

AS TO OC

AS TO NHECI

APPROVED BY:
OCONEE COUNTY SEWER COMMISSION

(SEAL)

By: _____
Howard Adams, Chairman

OCONEE COUNTY (SEAL)

By: _____
Harry R. Hamilton, Supervisor

AS LESSOR

NEW HORIZON ELECTRIC COOPERATIVE, INC.
(SEAL)

By: _____
Its: _____
AS LESSEE

STATE OF SOUTH CAROLINA)
COUNTY OF OCONEE)

PROBATE

Personally appeared before me the undersigned and made oath that (s)he saw the within named OCONEE COUNTY SEWER COMMISSION by its Chairman sign, seal and as its act and deed, deliver the within written Lease Agreement for its uses and purposes therein mentioned and that (s) with the other witness subscribed above witnessed the execution thereof.

Sworn to before me this _____
day of _____, 2003

(L.S.)
Notary Public of S. C.
My commission expires _____

STATE OF SOUTH CAROLINA)
COUNTY OF OCONEE)

PROBATE

Personally appeared before me the undersigned and made oath that (s)he saw the within named OCONEE COUNTY by its Supervisor sign, seal and as its act and deed, deliver the within written Lease Agreement for its uses and purposes therein mentioned and that (s) with the other witness subscribed above witnessed the execution thereof.

Sworn to before me this _____
day of _____, 2003

(L.S.)
Notary Public of S. C.
My commission expires _____

STATE OF SOUTH CAROLINA)
COUNTY OF OCONEE)

PROBATE

Personally appeared before me the undersigned and made oath that (s)he saw the within named NEW HORIZON ELECTRIC COOPERATIVE, INC. By its duly authorized officer sign, seal and as its act and deed, deliver the within written Lease Agreement for the uses and purposes therein mentioned and that (s) with the other witness subscribed above witnessed the execution thereof.

Sworn to before me this _____
day of _____, 2003.

(N.S.)
Notary Public of S. C.
My commission expires _____

Oconee County Auditor

LINDA R. NIX
415 South Pine Street
Walhalla, South Carolina 29691
Telephone (864) 638-4158
Fax (864) 718-1015
auditor@oconeesc.com

September 2, 2003

To: Honorable Harry Hamilton, Interim Supervisor and County Council

From: Linda R. Nix, Oconee County Auditor



Subject: 2003-2004 Tax Levy

In compliance with Oconee County Ordinance 2003-9 Sections 3 and 12, I am recommending that Council approve the following tax rate for the Fiscal Year 2003-2004

County Operations	61.8 Mills
School Operations	126.0 Mills
Economic Development	1.0 Mills
Tri County Operations	2.2 Mills

In accordance with 4-15-150 and 59-71-150 of the Code of Laws of South Carolina 1976, I have set the Tax Levy for the various Bonds as follows:

Lila Doyle	1.0 Mills
Courthouse	.5 Mills
Emergency Services	1.0 Mills
1994 School	4.5 Mills
1995 School	3.5 Mills
1998 School	1.0 Mills
2001 School	2.0 Mills
Tri County Dec Bond	.5 Mills

If so approved this will establish a total levy for the current year 205.0 Mills

Total Mills 2002-2003 197.00
Value of a mill County \$344,316 / School \$372,276

Total Mills 2003-2004 205.00
Value of a mill County \$350,162 / School \$373,553

School Operations	\$ 47,087,720
School Bonds	\$ 4,100,087
County Operations	\$ 21,980,551
County Bonds	\$ 875,380
Tri County Tec Operations	\$ 821,817
Tri County Tec Bonds	\$ 186,777

Projected Mills For County and School 2003-2004

County Operations	61.00
Economic Development	1.00
County Bonds	
Courthouse	0.50
Lila Doyle	1.00
Emergency Services Facility	1.00
Total County	65.30
School Operations	126.00
School Bonds	
1994 School Bond	4.50
1995 School Bond	3.50
1998 School Bond	1.00
2001 School Bond	2.00
Total School	137.00
Tri County Tec Operations	2.20
Tri County Tec Bonds	0.50
Total Tri County Tec	2.70
Total Mills	205.00

2005-2006 REVISED TAX ROLL

EST. VEHICLE ASSESSMENT COUNTY AND SCHOOL
EST. COUNTY ASSESSMENT - ALL OTHER PROPERTY
EST. SCHOOL ASSESSMENT - ALL OTHER PROPERTY

(61 MONTHS - \$1,000,000)

(AND 67 MONTHS - \$1,000,000)

\$0.7500
\$11.7500
\$0.2000

ACCOUNT TO	1ST 60 MONTHS VOLUME MILLAGE	1ST 60 MONTHS ESTIMATED REVENUE	2ND 60 MONTHS VOLUME MILLAGE	2ND 60 MONTHS ESTIMATED REVENUE	VEHICLE TAX	PERSONAL MOTOR VEHICLE	REGISTRATION	TOTAL TAX	EXCESS 2005-06
COUNTY PURPOSES									
COUNTY OPERATIONS	84.7	\$7,067,163.00	61.0	\$5,200,000.00	\$2,072,163.00	0.0	\$1,229,000.00	\$7,067,163.00	\$1,867,163.00
ECONOMIC DEVELOPMENT	1.0	\$19,500.00	1.0	\$19,500.00	\$19,500.00	0.0	\$1,100.00	\$21,100.00	\$1,600.00
BONDS									
COUNTY HOUSE	1.0	\$1,500.00	0.0	\$0.00	\$1,500.00	0.0	\$1,500.00	\$3,000.00	\$1,500.00
UNIFORMS	1.0	\$24,266.00	0.0	\$0.00	\$24,266.00	0.0	\$24,266.00	\$48,532.00	\$24,266.00
SOLID WASTE	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	\$0.00	\$0.00
WATER BOND	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	\$0.00	\$0.00
TOTAL BONDS	2.0	\$24,266.00	0.0	\$0.00	\$24,266.00	0.0	\$24,266.00	\$48,532.00	\$24,266.00
TOTAL COUNTY	87.7	\$7,110,929.00	62.0	\$5,219,500.00	\$2,120,929.00	0.0	\$1,254,266.00	\$7,110,929.00	\$1,891,429.00
SCHOOL PURPOSES									
SCHOOL OPERATIONS	107.3	\$7,270,237.00	100.0	\$5,500,000.00	\$6,740,237.00	0.0	\$40,000.00	\$7,280,237.00	\$1,540,237.00
BONDS									
1994 SCHOOL	0.0	\$10,275.00	0.0	\$0.00	\$10,275.00	0.0	\$1,000.00	\$11,275.00	\$1,000.00
1991 SCHOOL	0.0	\$75,000.00	0.0	\$0.00	\$75,000.00	0.0	\$1,000.00	\$76,000.00	\$75,000.00
1994 SCHOOL	1.0	\$25,000.00	0.0	\$0.00	\$25,000.00	0.0	\$25,000.00	\$50,000.00	\$25,000.00
1991 SCHOOL	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	\$0.00	\$0.00
TOTAL BONDS	1.0	\$102,275.00	0.0	\$0.00	\$102,275.00	0.0	\$27,000.00	\$129,275.00	\$102,275.00
TOTAL SCHOOL	108.3	\$7,372,512.00	100.0	\$5,500,000.00	\$6,842,512.00	0.0	\$67,000.00	\$7,409,512.00	\$1,869,512.00
TRN COUNTY TECH OPERATIONS	1.0	\$35,116.00	0.0	\$0.00	\$35,116.00	0.0	\$10,000.00	\$45,116.00	\$10,116.00
TRN COUNTY TECH BOND	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	\$0.00	\$0.00
TOTAL TRN COUNTY TECH	1.0	\$35,116.00	0.0	\$0.00	\$35,116.00	0.0	\$10,000.00	\$45,116.00	\$10,116.00
TOTAL SCHOOL PURPOSES	109.3	\$7,407,628.00	100.0	\$5,500,000.00	\$7,177,628.00	0.0	\$77,000.00	\$7,407,628.00	\$1,901,628.00
2005 TAX LEVY	100.0	\$5,248,100.00	100.0	\$5,248,100.00	\$7,000,000.00	0.0	\$0.00	\$7,000,000.00	\$1,751,900.00

Handwritten Signature
 DATE: _____
 NAME: _____

LAZY DAISY GARDEN CLUB WESTMINSTER DEPOT
PAINING/REFURBISHMENT

OTHER DATA AVAILABLE IN EARLIER GRANT PACKAGE SUBMITTED
5/28/03- SMALL PORTION OF ENTIRE AMOUNT REQUESTED WAS GRANTED

CONTENTS

- A. Copy of website events: Apple Festival/Chartoga River rafting/Miscellaneous
- B. Endorsements: City of Westminster/Westminster Chamber of Commerce
- C. Current photos
- D. Bank of Westminster account status
- E. Garden Club history
- F. Reservation calendar

OCONEE COUNTY ATAX GRANT
APPLICATION FORM
FOR TOURISM RELATED PROJECTS

I. APPLICANT

A. Name of Organization - Lazy Daisy Garden Club

B. Address - 615 Debra Dr.

Westminster, SC 29695

II. FUNDS REQUESTED

A. ATAX Funds Requested - \$6,742.05

B. How Will ATAX Funds be used? - To fund the cost of hand-scraping, priming, caulking and painting the exterior of the Westminster Depot and spot sealing and re-hanging the gutters.

C. Provide an itemized budget. THIS IS REQUIRED, attach on a separate sheet.

D. Funds furnished by your organization - \$ None

Maintain Grant - \$ None

Other Funding - \$ 3,012.95

III. NARRATIVE PROJECT DESCRIPTION

A. Project Title - Westminster Depot Exterior Update

B. Description of Project - The Westminster Depot, a historically significant structure placed on the National Historic Register in 1976, must be painted to maintain its structural integrity and prevent deterioration.

How many of the visitors/participants were from beyond a 50 mile radius of Oconee County last year and are anticipated this year? See Attachment 1.

How many overnight stays were created by this event last year and are anticipated this year? – Not available.

How do you plan to advertise this event beyond a 50 mile radius of Oconee County? – See Attachment 1.

What other documentation can you provide demonstrating this event promotes Tourism in Oconee County? (i.e. photographs, letters from local chambers of commerce, restaurants, shop or accommodations owners) – The Westminster Depot serves as a focal point for the events that our town and various organizations sponsor. Around its grounds, the Westminster Apple Festival, the Westminster Christmas Parade and Boo in Main, are staged each year. With this application is a folder containing pictures from these events indicating the importance of the Depot to each one.

What records will be kept during this event to obtain the above demographic data? (i.e. guest logs, phone logs, accommodations contracts, website hits, advertising demographics) – See Attachment 1.

VII. AUDIT

Does your organization perform an independent audit? No

Name of Auditor _____

BUDGET - Westminster Depot Update

	LABOR	SUPPLIES
Overhang, Gutters, Fascia, Porch, Ceiling	\$ 3,200.00	\$ 850.00
Exterior Walls	2,880.00	1,010.00
Exterior Windows and Doors	1,620.00	195.00
TOTAL	\$ 7,700.00	\$ 2,055.00
GRAND TOTAL	\$ 9,755.00	
Available funds	\$ 3,012.95	
FUNDS REQUESTED	\$ 6,742.05	

Ardium Painting Services
Russell Marcengill
864-647-6539

March 15, 2005

Given to: Marge Purdy

This estimate is for work to be performed on the Depot of Westminster.
After close observation of the Depot I realized there was a little more needed than a simple paint job. This estimate includes several areas of repair/restoration work.

I have broken this estimate into several parts so that you can decide what you feel needs first attention.

If there are any questions or changes please do not hesitate to give me call.

Phase 1/ Overhangs, gutter, facial, porch ceiling

Pressure wash the entire building

1. Repair, rehang, spot seal gutters
2. Major scraping/ we cannot remove all the old paint without sandblasting which I do not recommend. This will be a hand scrape.
3. Caulk and light sanding
4. Spot prime, and two top coats of premium grade paint.

12 gal. Primer, 20 gal. paint, 1 case of caulk, 6 tubes gutter sealer

Supply estimate(deposit)	\$ 850
Labor	\$3200
Total	\$4050

Phase 2/ Exterior Walls

1. Scrap, prime
2. Two coats

Labor:\$2880

13 gal. Primer, 25 gal. paint 2 rls plastic-xml clear 1 case of caulk

Supply estimate Deposit	\$1010
Total	\$3890



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 1000 West 10th St. Box 1000 - Westchester, BC V8C 2K1
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 Bank of Westminster
 Member FDIC

Motley Thompson

(406) 779-3578

Lake Louise

Almond Wash

Scrap primer, top

Over
Paint

Coat

\$6,550.00

Likew

Walls

2 Coats

+

\$4,000.00

Windows

+

\$6,550.00

+

+

\$450.00

Paint 2,000.00
 2,000.00

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ARCHITECTS - ENGINEERS - TRAINING & MOISTURE MIGRATION CONSULTANTS

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WESTMINSTER, SOUTH CAROLINA 29693
(864) 647-1090 FAX (864) 647-1070

Reply to the Westminster Office
WRITER'S DIRECT DIAL TELEPHONE
(864) 647-1060

May 21, 2003

Ms. Debbie Thrift
The Lazy Daisy Garden Club
629 Seed Farm Rd.
Westminster, SC 29693

Re: Visual Survey
Westminster Depot
Westminster, SC

Dear Ms. Thrift:

Pursuant to your request, we have performed a visual survey of the above referenced property. The purpose of our survey was to determine the overall condition of the subject building and to provide recommendations for repairs. This report provides a summary of our findings.

DESCRIPTION

The subject building is a one-story structure that previously served as the train depot for the City of Westminster, South Carolina. The building is currently used for civic and private functions. The structure appears to be supported by a masonry foundation over a shallow crawl space. Above the foundation, the construction consists of conventional wood framing. The exterior walls are clad with asbestos-containing cementitious lap siding panels (commonly referred to as Transic®). The roof of the building is constructed in a hip configuration with a steep slope over the building and a reduced slope extending away from the building to create an overhang of approximately 6 feet. The roof is covered with three-tab composition shingles. For orientation purposes, the front of the subject building is considered to be facing south toward Main Street. Photos 1A and 1B show the front and left elevations of the subject building, respectively.

OBSERVATIONS

A visual survey of the subject building was performed by Derek A. Hodgin, P.E. of Campbell, Schneider and Associates, LLC (CSA) on May 15, 2003. The purpose of the survey was to determine the overall condition of the subject building and provide repair recommendations as

needed. The visual survey included selected observations of the roof, exterior, interior and attic. A summary of relevant observations noted during the survey is provided below.

Roof

1. The existing roof shingles are improperly fastened. Specifically, the following defects were noted:
 - a. improper number of nails (three nails rather than four);
 - b. overdriven nails; and
 - c. improper location of nails (nails installed above the sealant strip).

These conditions serve to make the shingles vulnerable to failure in a moderate wind event.

2. The roof appears to be missing the required felt underlayment in some areas. Thirty pound asphalt-saturated roofing felt was observed at the eave on the left slope of the subject building. However, numerous areas on the rear slope were observed to be missing the required felt underlayment (Photo 2A). These areas were also noted to correspond with improper fastening as described previously. This condition makes the roof vulnerable to water-related damage.
3. Shingles are improperly terminated against the side of the dormer on the rear slope. Specifically, the shingles are turned up the side of the dormer and are improperly sealed against the exterior wall cladding (Photo 2B). This condition makes the structure vulnerable to water intrusion and associated damage at this location.
4. Gaps were noted to exist at roof penetrations. Specifically, a large gap was observed on the upslope side of a vent pipe penetration on the rear slope (Photo 3A). Additionally, the flashing adjacent to metal vents appears to be in a raised condition, compromising the water shedding ability of the adjacent shingles (Photo 3B).
5. The existing shingles appear to be at or beyond their useful service life. Specifically, the edges of the existing shingles were noted to be worn such that the fiberglass reinforcing is exposed in many areas (Photo 4A). Loss of granule coverage exposes the underlying asphalt binder to UV (sunlight) which reduces the effective service life of the shingle.
6. The metal flashing around the base of the two brick chimneys that penetrate through the ridge of the roof is improperly installed. Specifically, the metal flashing is surface mounted to the side of the brick and is sealed with asphalt-based roof cement (Photo 4B). This detail is inadequate to prohibit water intrusion for an extended period of time without continual maintenance.

Exterior

7. The exposed wood framing that supports the roof overhang and the exposed portions of the roof deck appear to be in structurally sound condition, but are in immediate need of scraping, priming and painting (Photo 5A). The existing paint has become delaminated from the wood substrate and is flaking away in most areas (Photo 5B). The absence of paint will leave the wood in a condition vulnerable to weathering and associated damages.
8. Some of the Transite® siding panels were noted to be damaged such that replacement is required (Photos 6A and 6B). While these specific panels are no longer manufactured, alternate (non-asbestos-containing) panels may be available that can closely match the existing panels in shape, dimension and profile. The damaged siding panels leave the exterior walls vulnerable to water intrusion and associated damage.
9. The wood trim components are compromised in some areas due to elevated moisture conditions, paint failure and improper painting (Photos 7A and 7B). These conditions make the wood trim components vulnerable to additional damage. It is now considered necessary to remove and replace some wood siding components and scrape, prime and paint all remaining wood siding components.
10. Portions of the dormer on the rear elevation are significantly deteriorated. The wood trim adjacent to the window is in a failed condition and allows water intrusion and an entrance for pests, rodents and small animals (Photo 8A). The existing condition is such that portions of the dormer will need to be reconstructed.
11. The window on the right side of the rear dormer (as viewed from the rear elevation) is broken (Photo 8B). Portions of this window need to be removed and replaced.
12. The aluminum gutter and downspouts, particularly along the right and front elevations, require removal and replacement. Specifically, the joints in the aluminum gutter have failed and portions of the downspout are damaged such that they are no longer effective (Photos 9A and 9B). Due to the relatively low cost of removal and replacement of the gutter system, repairs are considered to be economically impractical. The existing gutter and downspout system should be completely removed and replaced. During this process, the roof area should be evaluated such that the new gutter and downspout system is adequately sized to accommodate the storm water runoff from the roof surface.
13. Electrical conduit was observed to exist around the perimeter of the building. The electrical conduit appears to have previously accommodated a series of light fixtures that are no longer present. This electrical conduit should be evaluated to determine its adequacy for continued use. Additionally, a portion of the electrical conduit is interrupted on the right side of the building where electrical wire extends between two pieces of conduit (Photos 10A and 10B). This condition should be reviewed to determine if it is consistent with building code requirements and is considered to be safe for future use. Corrective repairs should be made as necessary.

Interior

14. In general, the interior of the building appears to be in fair to good overall condition with no evidence of obvious damage or building code-related issues. It is my understanding that there may be an interest in providing a handicap (ADA approved) restroom facility in the subject building. For this reason, the measurements of the existing restrooms were made for future reference. I have attached a copy of design guidelines for a handicap restroom facility, but have not performed any preliminary design for the desired restroom facility.

Attic

15. Water staining was observed on the wood framing members and roof deck located adjacent to the brick chimneys on the left and right side of the subject building (Photo 11A). This condition is a result of the improper flashing described previously.
16. The roof deck adjacent to a metal vent pipe was noted to be in a damaged condition on the rear slope of the roof (Photo 11B). The damaged roof deck should be repaired during the roof removal and replacement process.
17. Water staining was observed along the roof valley due to improper roof installation (Photo 12A).
18. Water staining was observed along the sidewall of the rear dormer due to improper termination of the existing shingles, as described previously by this report (Photo 12B).
19. The damaged portion of the dormer was observed from the attic. Water staining was observed on the adjacent structural members. However, no significant rot or deterioration of the wood roof framing members was observed (Photo 13A).
20. Evidence of small animals (such as squirrels) was observed in several locations near the rear of the building (Photo 13B). These conditions exist in close proximity to the damaged dormer noted previously by this report.

CONCLUSIONS/RECOMMENDATIONS

Based on the observations described above, it is my opinion that the subject building is in fair overall condition and is in need of immediate repairs/maintenance. An outline summary of the recommended repairs/recommendations is provided below.

- A. Completely remove and replace the existing roof. The roof removal and replacement process should include replacement of any damaged roof deck that may exist. All improper flashing details should be removed and replaced with proper flashing details during the roof removal and replacement process. The new roof should include complete coverage of asphalt-saturated underlayment, metal drip edge at the eave and new composition shingles.

RAMSEY/SLEEPER

Architectural
GRAPHIC
Standards

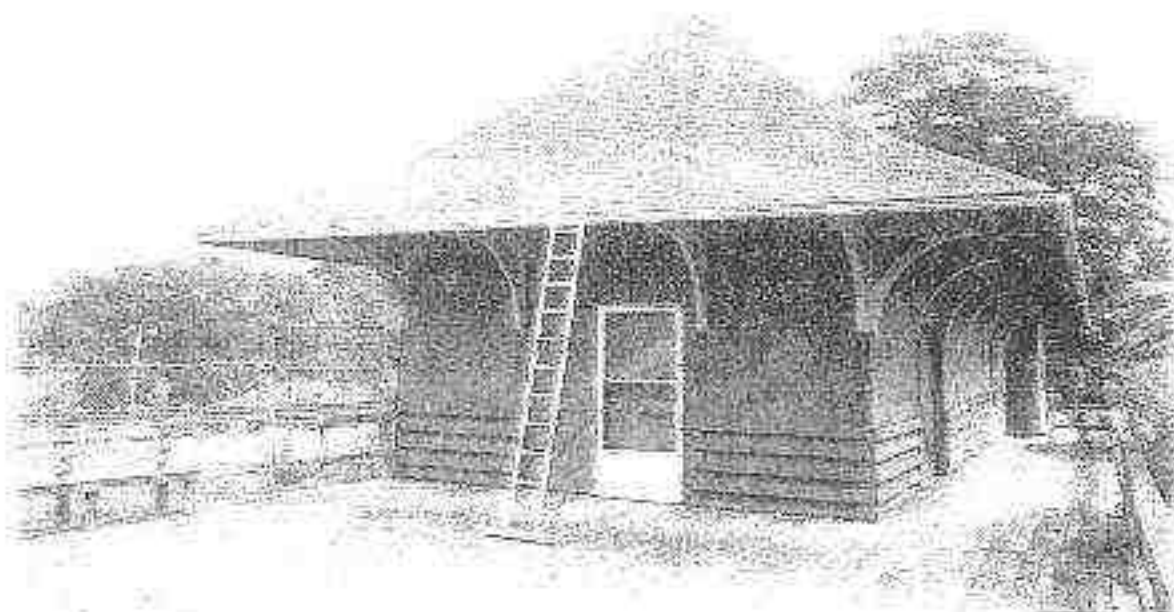
Ninth Edition

JOHN RAY HOKE, JR., FAIA
EDITOR IN CHIEF

THE AMERICAN INSTITUTE OF ARCHITECTS



PHOTOS 1A AND 1B: Views of the front and left elevations of the subject building, respectively.



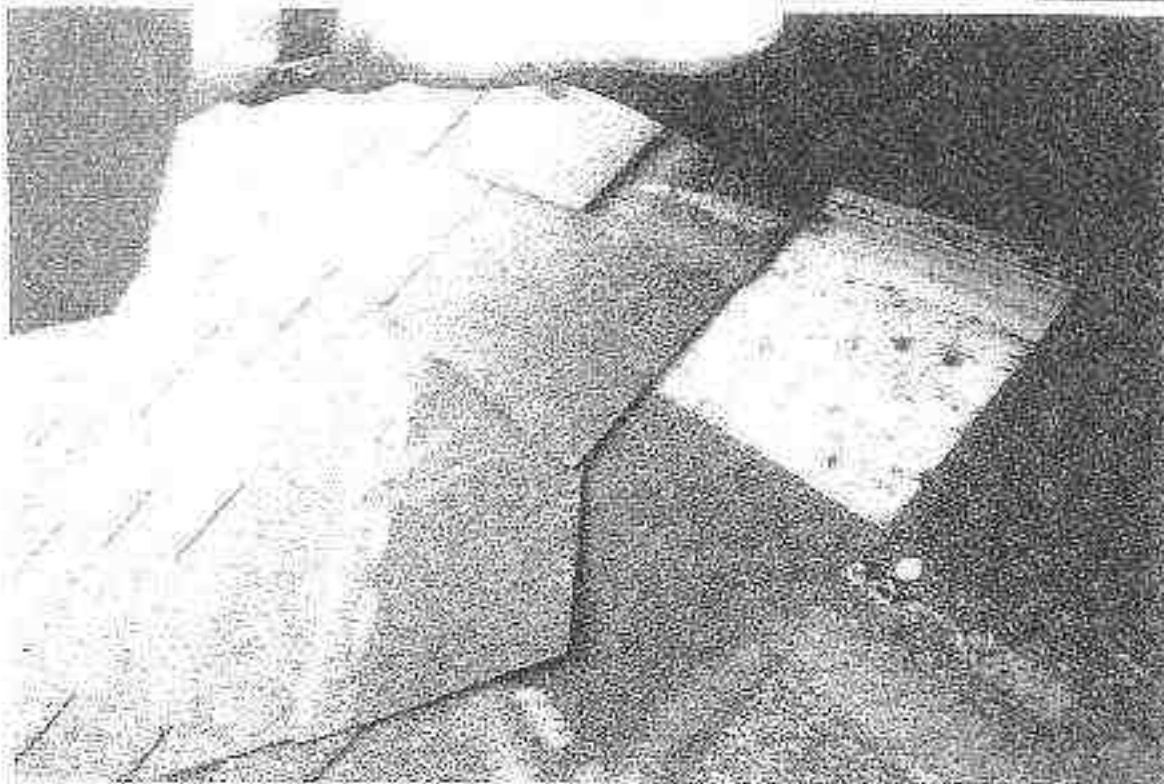
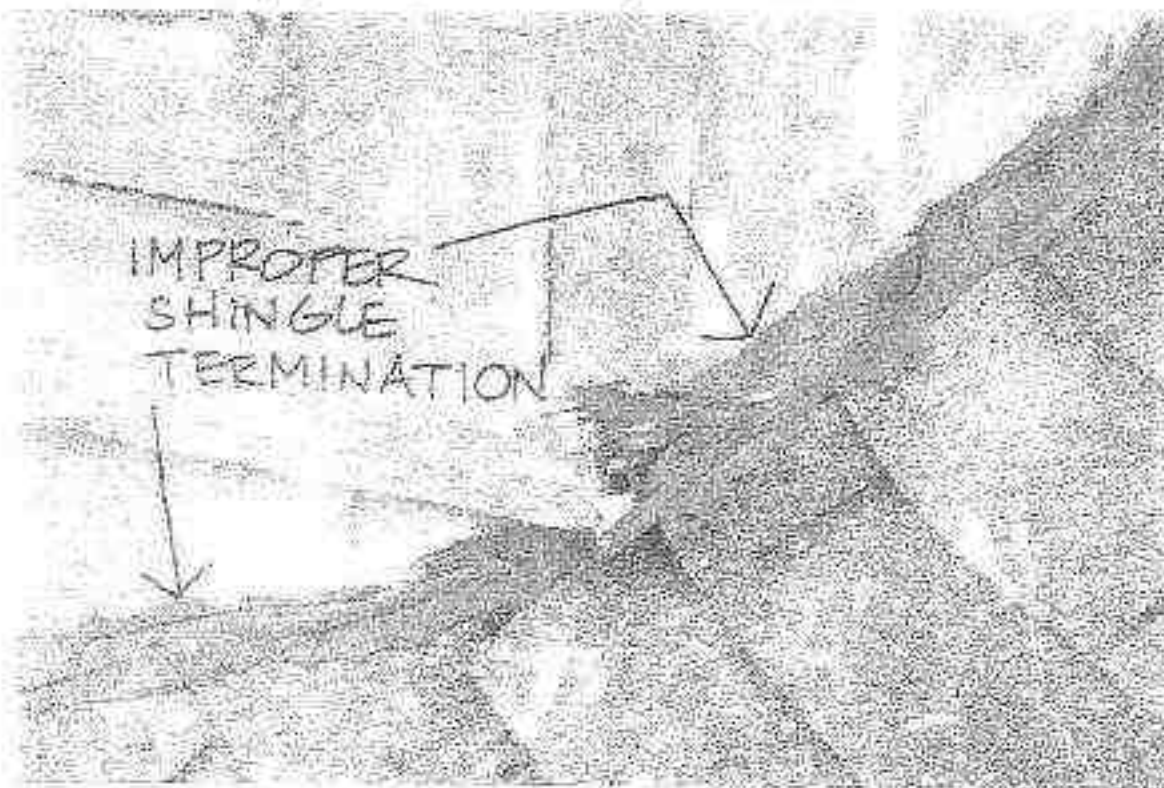


PHOTO 2A: View of missing underlayment and improper fastening of shingles on the rear slope of the roof.

PHOTO 2B: View of improper shingle termination against the dormer.



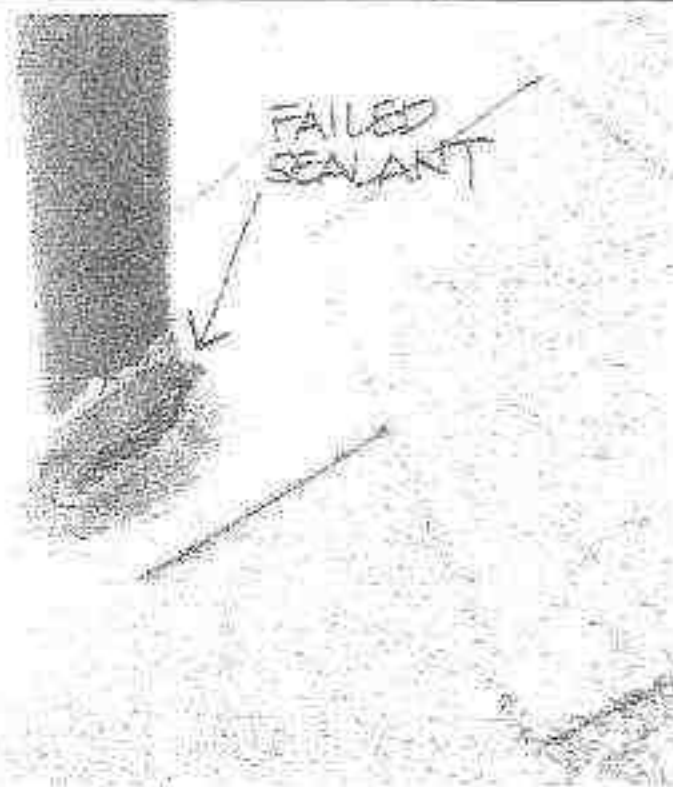


PHOTO 3A: View of a gap on the upslope side of a vent pipe penetration on the rear slope.

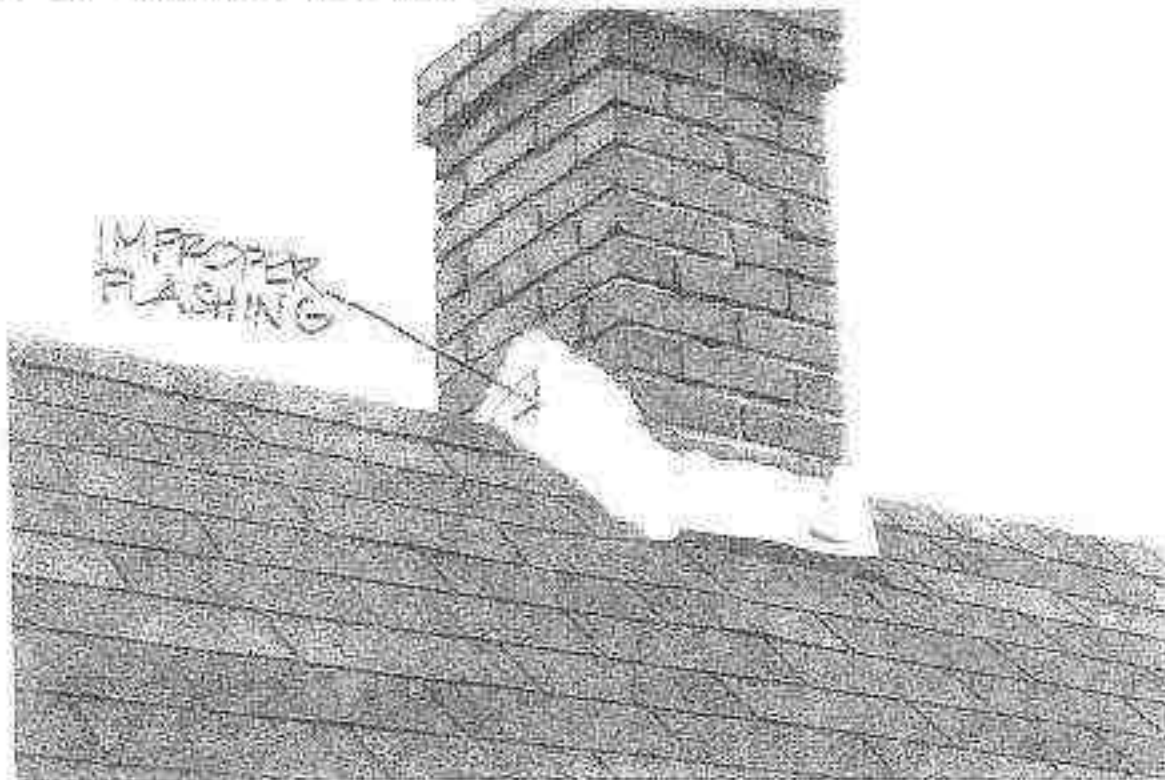
PHOTO 3B: View of joint flashing details and unfilled shingles adjacent to a metal vent.





PHOTO 3A: View of exposed asphalt binder and fiberglass reinforcement on a typical shingle.

PHOTO 3B: View of improper flashing on the side of a brick chimney.



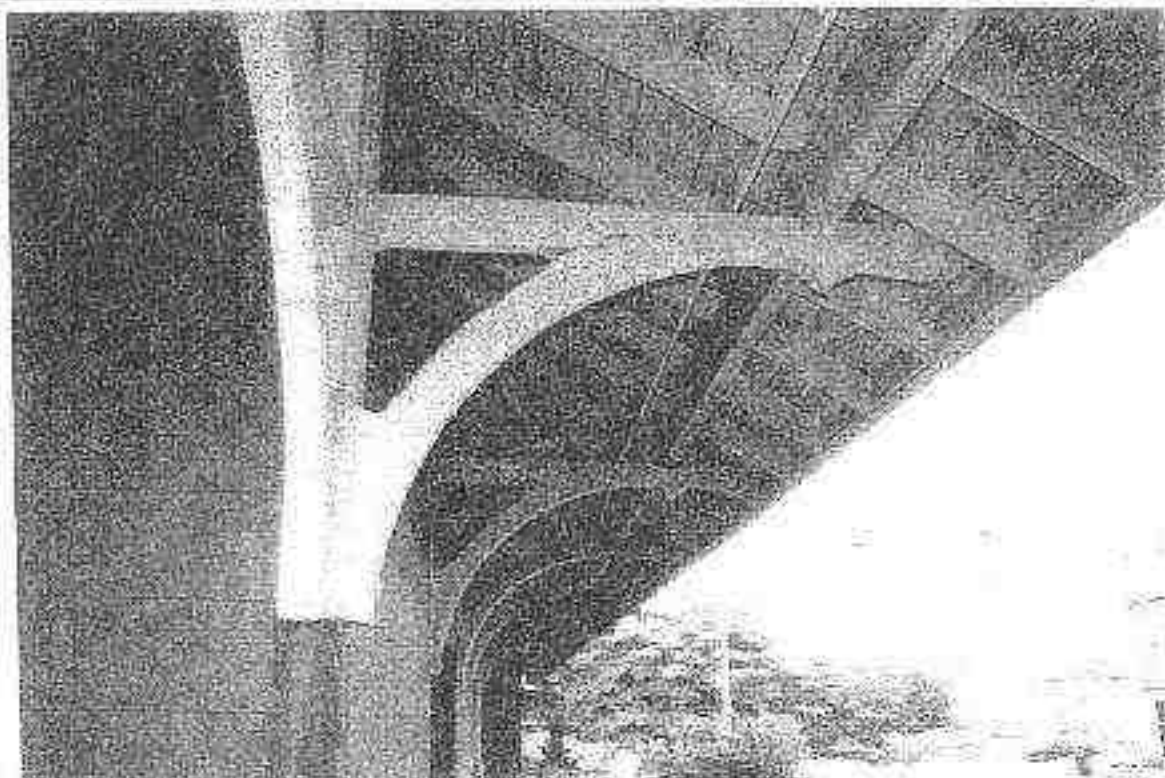
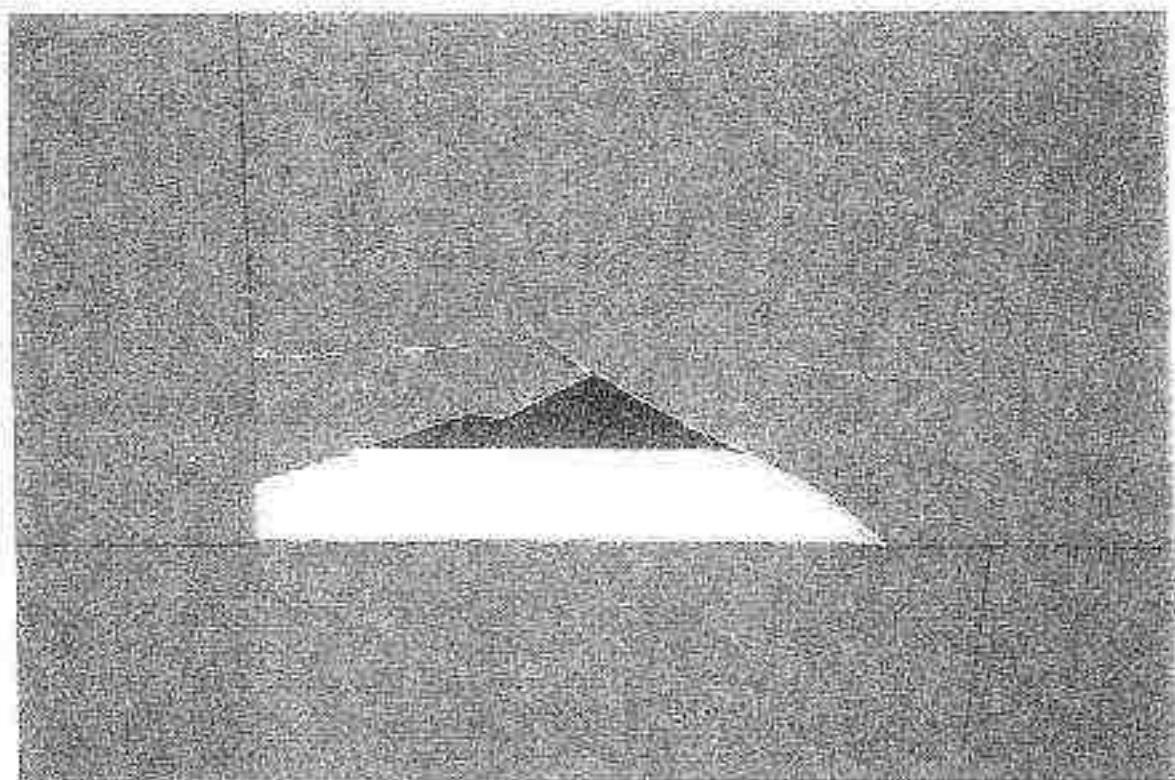


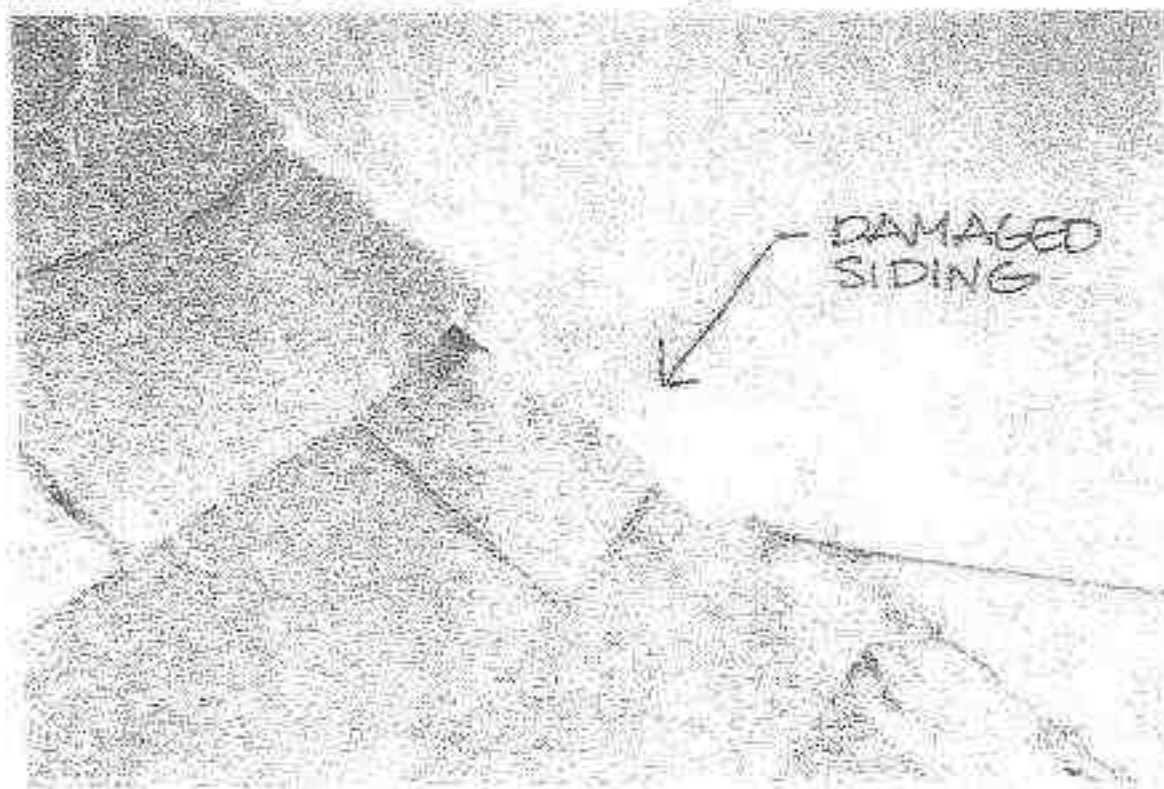
PHOTO 5A: View of the exposed wood framing and wood roof deck.

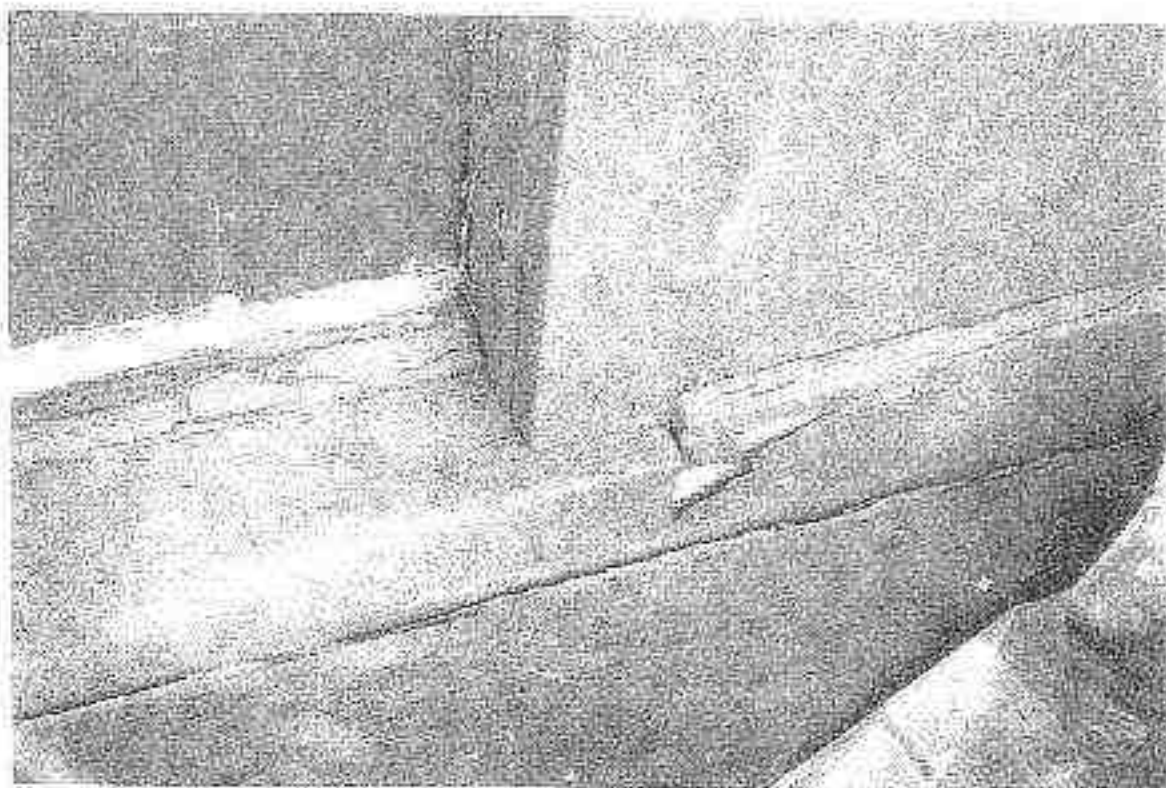
PHOTO 5B: View of typical paint delamination on exposed wood surfaces.



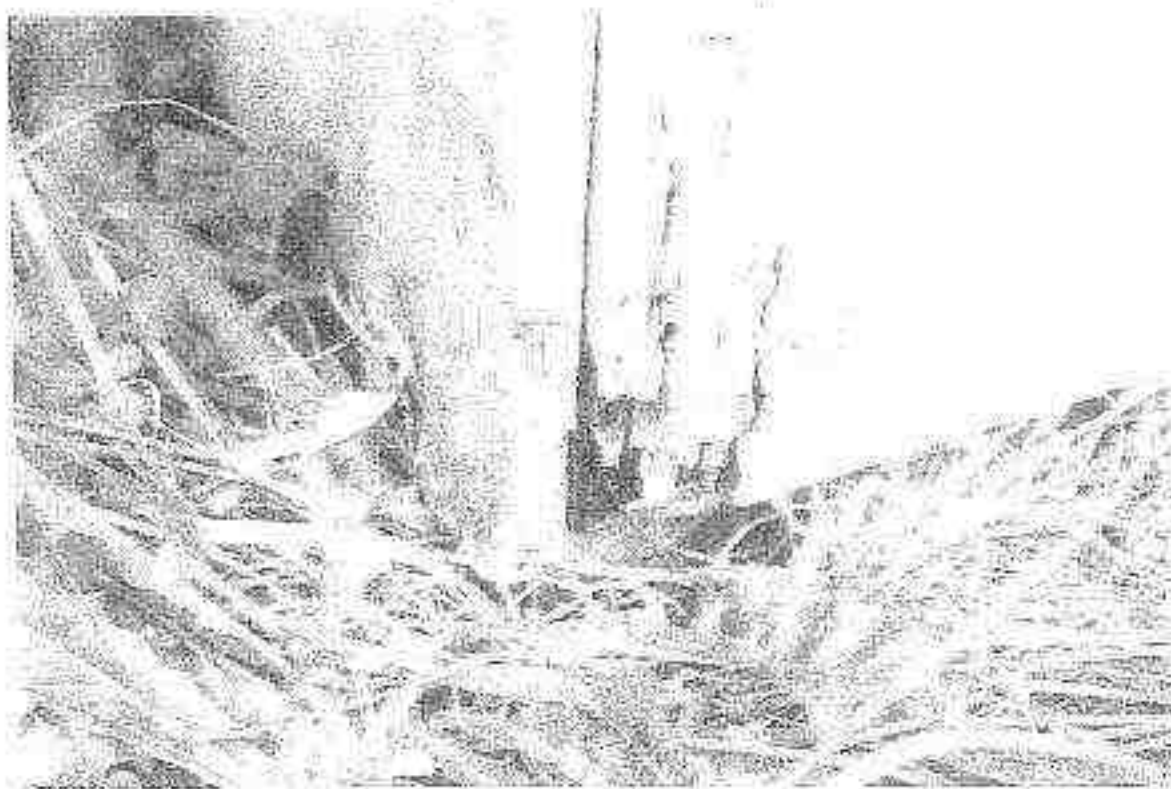


PHOTOS 6A AND 6B: Views of damaged Transite[®] siding panel.





PHOTOS 7A AND 7B- Views of compromised wood trim components.



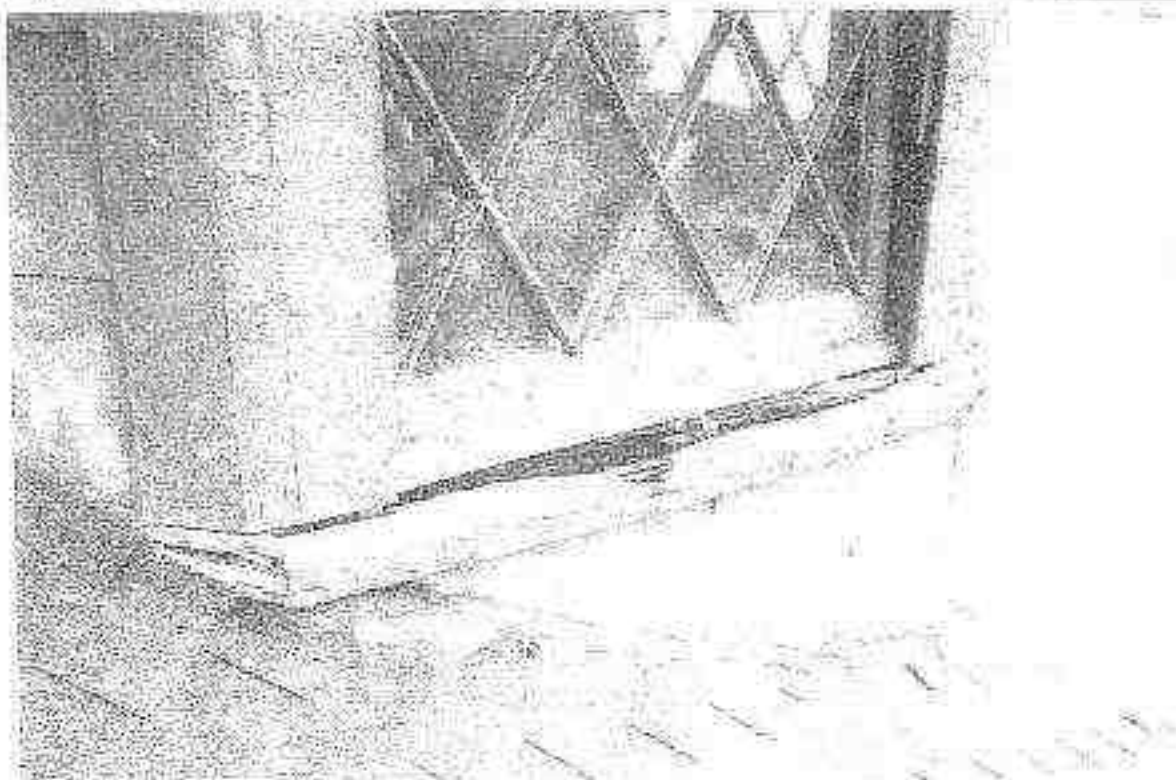
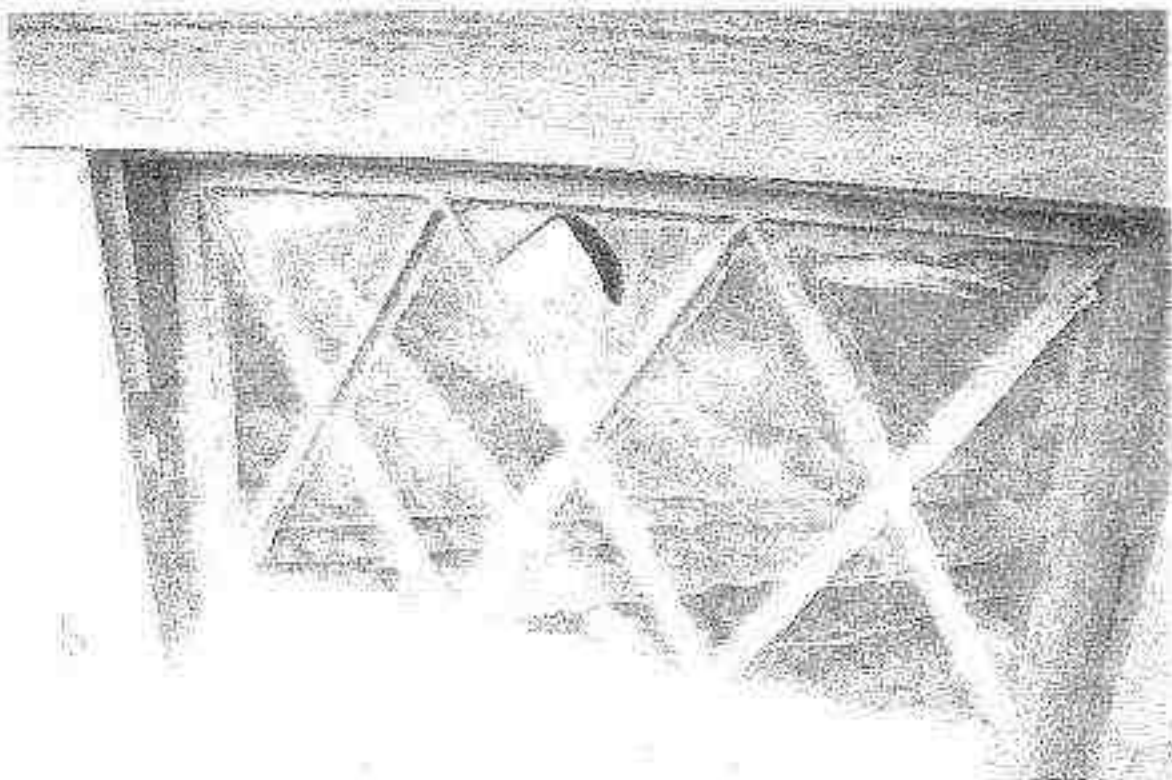


PHOTO 8A: View of the failed wood trim adjacent to a window in the dormer.

PHOTO 8B: View of a broken window on the right side of the dormer.



ORDINANCE _____

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF OCONEE COUNTY, SOUTH CAROLINA, SPECIAL SOURCE REVENUE BONDS (INDUSTRIAL BUILDING PROJECT) SERIES 2003; THE ENTERING INTO OF CERTAIN COVENANTS AND AGREEMENTS AND THE EXECUTION AND DELIVERY OF CERTAIN INSTRUMENTS RELATING TO THE ISSUANCE OF THE AFORESAID BOND, INCLUDING AN INDENTURE, AND CERTAIN OTHER MATTERS RELATING THERETO.

Ice Machines Whisper

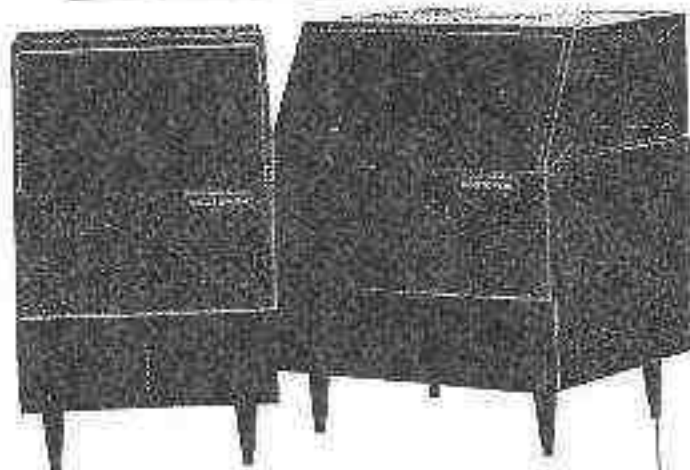
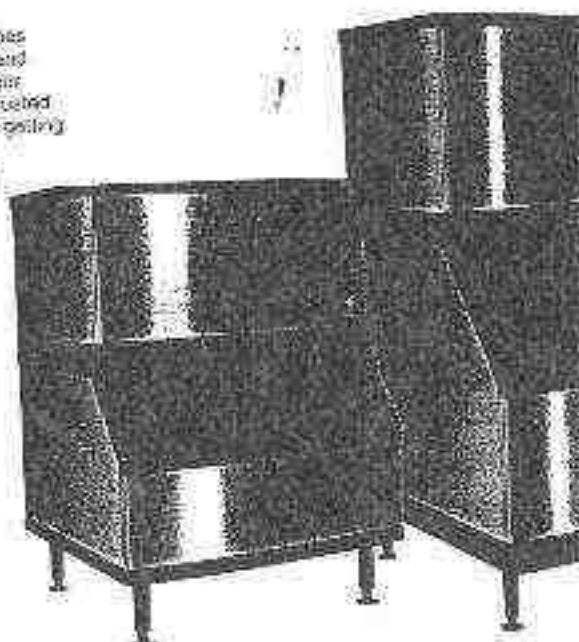
Sizes from 150 lbs to 1800 lbs

These rugged and dependable ice cube machines provide excellent ice productivity, ease of use, and improved sanitation, making them perfect for your operations today. The Manitowoc name is a trusted mark in the industry that means you will be getting the best machines possible.

- Stainless steel exterior is extremely durable and will last for years
- Rugged polyethylene bin area is rigid and impact-resistant
- Rugged, corrosion-free base for a long life
- Patented non-leaking and self-sanitizing technology
- Bin door holds open during use with a patented hinge-ply design
- Soft grip handles ensure easy opening
- Internal scoop holder stays above the ice line to provide easy access and better sanitation
- New batch water system delivers better ice cube formation
- R-404A CFC-free refrigerant
- 5-year parts and labor warranty on ice machine evaporator
- 5-year parts, 3-year labor warranty on ice machine compressor
- 3-year parts and labor warranty on all other ice machine, dispenser and storage bin components

SERIES 250		
Up to 250 lbs. of daily ice production		
Bin Capacity: 150 lbs.		
Dimensions: 36" W x 28 1/2" D x 41 1/2" H		
		Each
GD-250A	Cover	Call
S-170	Bin	Call

SERIES 300		
Up to 300 lbs. of daily ice production		
Bin Capacity: 210 lbs.		
Dimensions: 29" W x 34" D x 39 1/2" H		
		Each
GD-300A	Cover	Call
S-320	Bin	Call

Ice Machines Whisper

Scotsman pioneered ice machines nearly 70 years ago. As the world's largest ice machine manufacturer, they provide proven reliability and durable products that won't let you down.

Selection: From 72 lbs to 1800 lb models, there is a size for every need.

Reliability: With a proven 99.4% reliability rating, each machine is tested in the factory and insured to make two batches of ice prior to shipment.

Safety: Environmentally responsible R-404A refrigerant.

Warranty: 3 years parts and labor warranty on all components.

	Capacity	Price
SC170	150 lbs.	Call
SC250	250 lbs.	Call
SC300	300 lbs.	Call
SC500	500 lbs.	Call
SC800	800 lbs.	Call

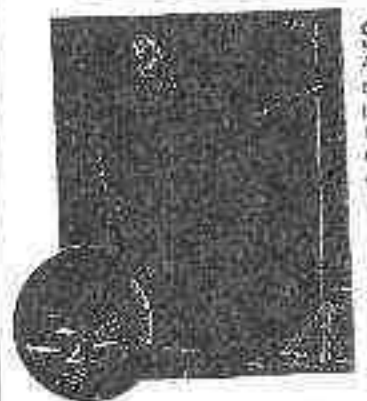
Other models available upon request.

Ice Caddies Whisper

125 lb or 200 lb capacity

- Extra thick foam insulation to maintain cold temperatures
- Round edges and removable lid for easy cleaning
- Stainless steel hinges
- Nylon latches
- Available in Black, Brown, Gray and Tan

	Price
CA125IC 125 lb. Caddy	\$363.1
CA200IC 200 lb. Caddy	\$408.5



Childress Sheet Metal & Exteriors
603 W. N. 1st Street
Seneca SC 29678

July 10, 2003

Mr. Allen Gardner

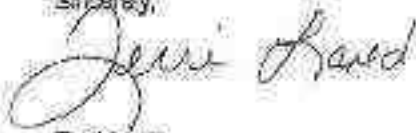
Labor and Materials for installation for eight x twelve awnings will come to \$2,100.00. All debts will be
paid away by Childress Sheet Metal & Exteriors.

The job will have a 1-year workmanship warranty.

If you have any questions please feel free to give me a call at (864) 892-4754

Childress Sheet Metal & Exteriors is a Licensed and Insured company.

Sincerely,



Tomi Lera

(2) Two

AWNINGS

TOTAL \$ 2,100.⁰⁰

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