



PUBLIC COMMENT

SIGN IN SHEET

Tuesday, January 8, 2013

6:00 PM

Limited to forty [40] minutes, four [4] minutes per person.

Please be advised that citizens not utilizing their full four [4] minutes may not "donate" their remaining time to another speaker. As stated above, each speaker is restricted to a maximum of four [4] minutes.

Citizens with comments related to a specific action agenda item will be called first.

If time permits additional citizens may be permitted to speak on a non agenda items *[at the discretion of the Chair].*

PRINT Information Below

	FULL NAME	AGENDA ITEM FOR DISCUSSION	NON-AGENDA ITEMS
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			

Everyone speaking before Council will be required to do so in a civil manner.

Council will not tolerate personal attacks on individual council members, county staff or any person or group.

Racial slurs will not be permitted. Council's number one priority is to conduct business for the citizens of this county.

All citizens who wish to address Council and all Boards and Commission appointed by Council should do so in an appropriate manner.

NOTE: Non Agenda Item matters can be addressed except for those which, due to law or proper protocol, would be inappropriate for public meetings of Council, such as, but not limited to, partisan political activity and/or comments.

Council may make closing comments directly following the public & extended public comment sessions if time permits.



OCONEE COUNTY COUNCIL
ABSTENTION FORM

Council Member Name:

JOEL THREFT

(Please Print)

Council Member Signature:

Joel Threft

Meeting Date:

1-8-2013

Item for Discussion/Vote:

Election as Council Chairman

Reason for Absention:

I was not present for original meeting/discussion

I have a personal/familial interest in the issue.

Other:

abstained from vote
for myself

E. G. Hulse

Elizabeth G. Hulse
Clerk to Council

[This form to be filed as part of the permanent record of the meeting.]



OCONEE COUNTY COUNCIL
ABSTENTION FORM

Council Member Name: _____

PAUL CORBELL

[Please Print]

Council Member Signature: _____

Paul Corbell

Meeting Date: _____

1-8-2013

Item for Discussion/Vote: _____

Election as Council Vice Chairman

Reason for Absention: _____

I was not present for original meeting/discussion

I have a personal/familial interest in the issue.

Other: _____

abstained from vote
for myself

E. G. Hulse

Elizabeth G. Hulse
Clerk to Council

[This form to be filed as part of the permanent record of the meeting.]



OCONEE COUNTY COUNCIL
ABSTENTION FORM

Council Member Name: _____

[Please Print]

Wayne McCull

Council Member Signature: _____

[Handwritten Signature]

Meeting Date: _____

1-8-2013

Item for Discussion/Vote: _____

Election of Council Pro Tem Chairman

Reason for Absention: _____

I was not present for original meeting/discussion

I have a personal/familial interest in the issue

Other:

abstained from vote
for myself

[Handwritten Signature]

Elizabeth G. Hulse
Clerk to Council

[This form to be filed as part of the permanent record of the meeting.]



OCONEE COUNTY COUNCIL ABSTENTION FORM

Council Member Name: WAYNE MCCALL
(Please Print)

Council Member Signature: [Handwritten Signature]

Meeting Date: 1/8/2013

Item for Discussion/Vote: 12/14/2012 Workshop Meeting

Reason for Absention: I was not present for original meeting/discussion

I have a personal/familial interest in the issue:

Other: _____

[Handwritten Signature]
Elizabeth G. Hulse
Clerk to Council

[This form to be filed as part of the permanent record of the meeting.]

OCONEE COUNTY COUNCIL
2012 COMMITTEE ASSIGNMENTS

EFFECTIVE January 3, 2012

Budget, Finance & Administration:

Reg Dexter, V, Chair
Paul Corbeil, I
Wayne McCall, II
Archie Barron, III
Joel Thrift, IV



Transportation:

Joel Thrift, IV, Chair
Paul Corbeil, I
Wayne McCall, II



Real Estate, Facilities & Land Management:

Archie Barron, III, Chair
Paul Corbeil, I
Wayne McCall, IV



Law Enforcement, Public Safety, Health & Welfare:

Wayne McCall, II, Chair
Archie Barron, III
Joel Thrift, IV



Planning & Economic Development:

Paul Corbeil, I, Chair
Archie Barron, II
Reg Dexter, V



2013 PROPOSED Oconee County Council Meeting Schedule

Oconee County Council will meet in 2013 on the first and the third Tuesday of each month [excluding July and August which will meet only on the third Tuesday of the month] at 6:00 p.m. in Council Chambers, 415 South Pine Street, Walhalla, South Carolina unless otherwise advertised. Council will conduct Public Comment beginning at 6:00 p.m. and the business portion of each meeting will begin at 6:30 p.m.

Meetings in January 2013 will be held on January 8, 2013 and January 22, 2013 due to the first Tuesday falling on the New Year's Day holiday.

2013 PROPOSED Oconee County Council Committee Meeting Schedule

Council Committees meet on the second Tuesday each month.
Other meetings and/or workshops may be added as needed.

Law Enforcement, Public Safety, Health & Welfare Committee / 5:30 p.m.

January 15th
April 9th
July 9th
October 8th

Transportation Committee / 6:30 p.m.

January 15th
April 9th
July 9th
October 8th

Real Estate, Facilities & Land Management Committee / 5:30 p.m.

February 12th
May 14th
August 13th
November 12th

Budget, Finance & Administration Committee / 6:30 p.m.

February 12th
May 14th
August 13th
November 12th

Planning & Economic Development Committee / 5:30 p.m.

March 12th
June 11th
September 10th
December 10th



OCONEE COUNTY COUNCIL
ABSTENTION FORM

Council Member Name: _____

[Please Print]

Reg Dexter

Council Member Signature: _____

Reginald T. Dexter

Meeting Date: _____

1-8-13

Item for Discussion/Vote: _____

SC ACOB Representative

Reason for Absention: _____

I was not present for original meeting/discussion

I have a personal/familial interest in the issue.

Other

*abstained from vote
for myself*

Elizabeth G. Hulse
Clerk to Council

[This form to be filed as part of the permanent record of the meeting.]



OCONEE COUNTY COUNCIL
ABSTENTION FORM

Council Member Name:

Paul Corbally / Reg Dexter

(Please Print)

Council Member Signature:

Paul Corbally / Reginald T. Dexter

Meeting Date:

1-8-13

Item for Discussion/Vote:

Oconee Alliance Board

Reason for Absention:

I was not present for original meeting/discussion

I have a personal/familial interest in the issue.

Other:

abstained from vote
for myself

Elizabeth G. Hulse
Clerk to Council

[This form to be filed as part of the permanent record of the meeting.]



OCONEE COUNTY COUNCIL
ABSTENTION FORM

Council Member Name: _____

Paul Corbett

[Please Print]

Council Member Signature: _____

Paul Corbett

Meeting Date: _____

1-8-13

Item for Discussion/Vote: _____

*Infrastructure Advisory
Commission Rep.*

Reason for Absention: _____

I was not present for original meeting/discussion

I have a personal/familial interest in the issue:

Other: _____

*Abstained from vote
for myself*

E. Hulse

Elizabeth G. Hulse
Clerk to Council

[This form to be filed as part of the permanent record of the meeting.]



OCONEE COUNTY COUNCIL
ABSTENTION FORM

Council Member Name: _____

Paul Corbett

(Please Print)

Council Member Signature: _____

Paul Corbett

Meeting Date: _____

1-8-13

Item for Discussion/Vote: _____

Upstate Alliance Board

Reason for Absention: _____

I was not present for original meeting/discussion

I have a personal/familial interest in the issue.

Other:

*abstained from vote
for myself*

E. Hulse

Elizabeth G. Hulse
Clerk to Council

[This form to be filed as part of the permanent record of the meeting.]



Oconee County Sheriff's Office Weapon Transfer Form

Officer Name: James Edward Singleton DOB: 05-31-1946

In acknowledgement of the above named officer's retirement, the department is transferring ownership of the weapon and magazines listed below to the officer. The weapon and magazines have been used and no warranty has been made to their condition.

The officer hereby states that he/she is aware the weapon and magazines are transferred in an "as is" condition and that there are no prohibiting factors under state or federal law to prevent him/her from acquiring this weapon.

Make: Smith & Wesson

Model: 340

Serial Number: CFJ8650

Caliber: 0.357

Additional equipment (magazines, light, sights, etc...):

Officer Signature

Date

Signature for the Department
Oconee County Council Chairman

Date



OCONEE COUNTY SHERIFF'S OFFICE

415 SOUTH PINE STREET

WALHALLA, SC 29691

James E. Singleton, Sheriff

James Singleton
Sheriff
Oconee County Sheriff's Office

PROFESSIONAL

- US Army Veteran
- 38 Years Law Enforcement Experience
 - Served as Sheriff of Oconee County for 20 Years
 - Since 1993 the # of sworn officers has increased from 33 to 85
 - Quality & quantity of equipment for officers has improved
 - Created and improved specialized units/positions
 - SWAT, Aviation Unit, K-9, Dive Team, Marine Unit, PACE, Warrants, Honor Guard, Alcohol Enforcement Team, etc.
 - Added a full time Criminal Domestic Violence Investigator, Child/Elder Abuse Investigator, Training Officer, Accreditation Officer, Evidence Technician, etc.
 - Oversees Detention Center (1997) & Animal Control (2002)
 - Worked to improved Communications Center
 - State-of-the-Art Emergency Communications/911 Center opened 2005
 - Created internal IT division to ensure complete confidentiality of records

PERSONAL

- Married to Janice Singleton
- 4 Children & 5 Grandchildren
- Resides in Seneca
- Attends Earls Grove Baptist Church

Sheriff, James E. Singleton

When Sheriff James Singleton took office in 1993, he recognized that the first order of business was to increase the number of sworn officers to better serve the people of Oconee County. At the time there were only 33 sworn deputies. Officers and personnel were steadily added over the years and the number of certified personnel now stands at 85. During this period, the quality and quantity of equipment issued to officers has improved dramatically. This includes vehicles, radios, firearms, ballistic vests and tasers. Sheriff Singleton has made sure the department took advantage of every major avenue toward improvement: various grants, state surplus, 1033 program, etc. Much more emphasis has also been placed on training to increase officer professionalism.

As the department has grown, Sheriff Singleton has realized the importance of having specialized units. He made sure the basic SWAT team was fleshed out with better organization and increased training in specialized operations such as shield work, diversionary devices, bus assaults, etc. Under the direction of Sheriff Singleton the Sheriff's Office Aviation Unit was formed in 2003. The Aviation Unit provides assistance to law enforcement agencies throughout the county and surrounding counties with routine patrols, arrest assists, vehicle and foot pursuits, searches for missing children and endangered adults, educational presentations, aerial photography, disaster assessment, aerial surveillance, homeland security missions, search and rescue missions, SWAT operations, and other missions directed by the Sheriff.

The K-9 program has been much improved under Sheriff Singleton. There are 4 full-patrol K-9's trained in narcotics, bomb, tracking, officer protection/apprehension, and article search work. An additional full patrol K-9 is trained in tracking and cadaver work. Two bloodhounds have also been added that have the ability to track. The American Police Canine Association has recognized the Oconee County Sheriff's Office for hosting quality canine seminars. These seminars have attracted canine teams from as far away as Canada.

The major lakes in Oconee County contribute much to the local economy and provide a very popular recreational outlet to citizens. Due to increased lake use by local citizens and tourists, Sheriff Singleton foresaw the need for a Dive Team and a Marine Unit. The Dive Team is utilized to search for drowning victims and evidence recovery. The Marine Unit most actively patrols during the summer months when the lakes sustain the greatest recreation use and serves to provide a presence on the lakes in case of any emergency.

Sheriff Singleton has also overseen the addition of a Traffic Unit as well as School Resource Officers in the local schools and a Community Service Officer. The Traffic Unit was formed to better patrol and provide outreach/education on motorist behavior. The Traffic Unit placed special emphasis on DUI intervention. The Traffic Unit has now evolved into PACE (Pro-Active Criminal Enforcement) which continues to provide the above services, but now also includes narcotics outreach/education to the community and serves as a support team for Investigations, Warrants, Narcotics, and Road Patrol divisions. The School Resource Officers were placed in local schools to ensure

students have a safe learning environment. The Community Service Officer promotes community awareness programs and conducts RAD classes.

The Sheriff has also added a Warrants Division, CDV Investigator, full-time Training Officer, Accreditation Officer, Honor Guard Unit, and Alcohol Enforcement Team. As more and more emphasis has been placed on proper evidence retention for case work, he has added two Evidence Technician positions.

Sheriff Singleton, while continuing to work tirelessly for the Oconee County Sheriff's Office, took on additional oversight duties as the Oconee County Detention Center and Animal Control were added to his departmental duties in 1997 and 2002, respectively. One of the first orders of business was to ensure pay parity between that of road deputies and correction officers. A full-time training officer was also added to the staff of the Oconee County Detention Center.

New facilities were desperately needed to accommodate this growth in operational scope. The old Law Enforcement Center was occupied in early 1978 and by 2000 operations were adversely affected due to the lack of space. The Emergency Communications Center had to operate with outdated equipment and cramped quarters. There was inadequate evidence storage and no evidence processing capability. Investigators were jammed into a few small offices and had only one interview room.

In early 2005, a new 44,000 square foot Law Enforcement Center opened featuring a state-of-the-art Emergency Communications / 911 Center, and secure evidence storage and processing equipment. There is now ample space to provide more efficient and professional services to the public, with room for future growth. These services include space for Sheriff's Records and records storage, Community Services (which includes victim services), Criminal Investigations (with adequate interview and polygraph rooms), Special Operations/Drug Enforcement, Training/Professional Standards and Administration. The Patrol Division is housed in the renovated old LEC.

As the new Law Enforcement Center was being completed, Sheriff Singleton also took on the creation of an internal IT division, to be housed within Communications. He realized the need to have a closed IT system. At the time, county IT personnel had access to the system to provide upgrades and maintenance. Sheriff Singleton created an in-house IT division to care for the needs of the divisions under the Sheriff's Office. This ensures complete confidentiality of all records.

All of these accomplishments are due to the ability of Sheriff Singleton to work tirelessly toward goals that he recognizes as being worthy. Sheriff Singleton is a man that values his team and their ideas. He believes in the collaborative effort, as is evidenced by his excellent relationships with other state and federal agencies. Over the years, he has also worked with a number of administrators and county councils to help make many of his ideas a reality.



Oconee County Sheriff's Office Weapon Transfer Form

Officer Name: Terry Lynn Wilson DOB: 07-26-1954

In acknowledgement of the above named officer's retirement, the department is transferring ownership of the weapon and magazines listed below to the officer. The weapon and magazines have been used and no warranty has been made to their condition.

The officer hereby states that he/she is aware the weapon and magazines are transferred in an "as is" condition and that there are no prohibiting factors under state or federal law to prevent him/her from acquiring this weapon.

Make: Glock

Model: 22

Serial Number: FWC 951

Caliber: 0.40

Additional equipment (magazines, light, sights, etc...):

(3) Magazines

Officer Signature

Date

Signature for the Department
Oconee County Council Chairman

Date

Chief Terry Wilson

Veteran – US Air Force

Educational & Professional Background

- Graduate of Westminster High School - 1972
- Service in U.S. Air Force from Jan. 1973 to Aug. 1978 - Weapons Mechanic (E-5)
- Associate's Degree in Criminal Justice from Tri-County Technical College, 1981
- Associate's Degree in Business Management from Tri-County Technical College, 1983

Worked in family business from Sept. 1978 to Dec. 1992 - Wilson's Processing

S.C. State Constable, 1980 to 1992 - Volunteered with Oconee County Sheriff's Office patrol division

Nineteen years as a full-time officer with the Oconee County Sheriff's Office Deputy, Patrol Division - January 1993

- Corporal, Patrol Division - March 1994
- Corporal, Community Services - July 1995
- Captain, Detention Center - January 1997
- Chief Deputy - April 2003- December 2012

Personal Background and Community Activities

- Resident of Westminster
- Family Married to Teresa Wilson for 35 years
- One son who is married, two grandchildren

Coordinator for Oconee County CrimeStoppers since November 1995

Civic Involvement

- Clearmont Baptist Church member - Teacher for Senior Adult Auditorium Class
- Westminster Lions Club member
- Westminster American Legion Post member

OCONEE COUNTY COUNCIL

Oconee County, South Carolina

STRATEGIC PLAN FOR ECONOMIC DEVELOPMENT

Plan Overview

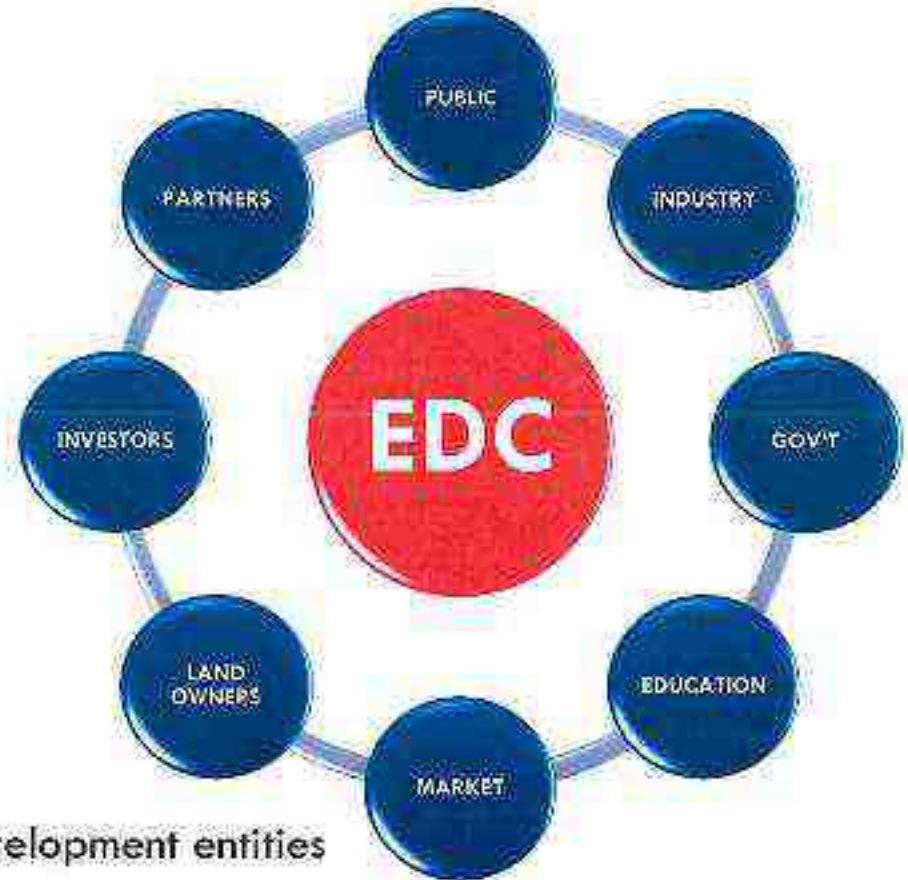
January 8, 2013

Presented By:
Kyle Talente, Vice President and Principal
RKG Associates, Inc.



Collaborative Approach

- **Five steering committee meetings**
 - Municipal/County elected officials
 - Citizens
 - Implementation partners
 - Industry leaders
 - Education providers
- **Citizen survey**
 - 645 responses
- **More than 25 interviews**
 - Real estate professionals
 - Community leaders
 - Implementation partners
 - Business leaders
 - Local, regional, and state economic development entities
- **Technical Expertise**



RKG

REGIONAL
KANSAS
GROWTH
COUNCIL

Economic Development Goals

- **Attract high quality, primary jobs for Oconee County residents**
- **Enhance the County's industry retention and expansion efforts**
- **Diversify the County's employment and tax base**
- **Make Oconee County attractive to a wide variety of residents**
- **Keep and preserve the County's natural beauty**
- **Market Oconee County efficiently and effectively**
- **Reduce local unemployment**



Target Industry Clusters

- **Economic Development Commission clusters**

- Healthcare & bioscience/biomechanical manufacturing
- Product manufacturing
- Automotive manufacturing
- Energy product manufacturing
- Warehousing, logistics, and distribution

- **Collaborative EDC efforts**

- Agribusiness
 - Local cooperative initiative
- Tourism and Hospitality
 - PRT and CVB initiative



RKG



Recommended Priority Actions

■ Programmatic

- Continue with capital investment program
 - Echo Hills
 - Golden Corner
- Implement proactive marketing strategy
 - Recruitment and retention
- Create community outreach initiative
 - Communications



■ Operational

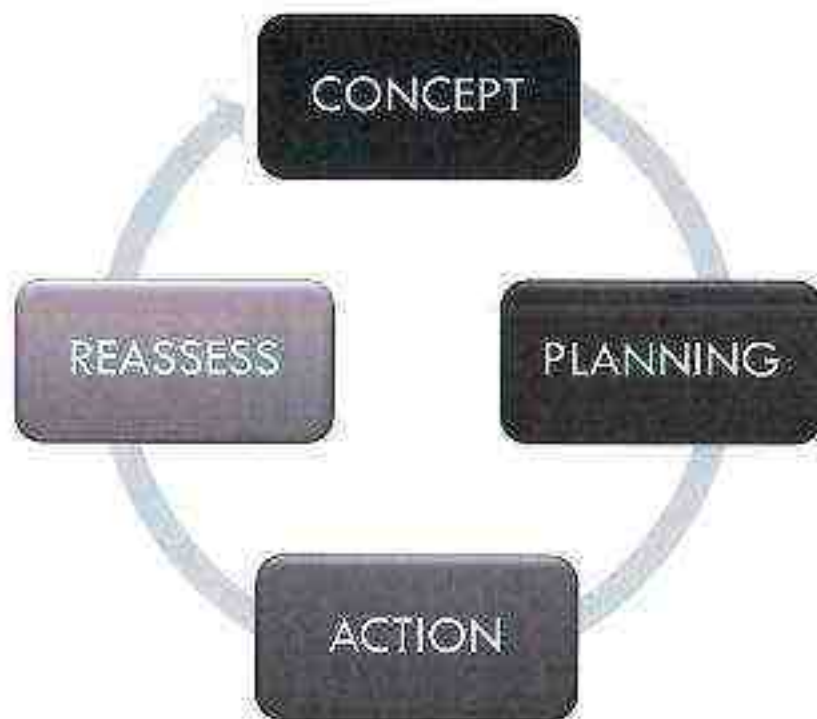
- Develop a formal business plan
- Create industry marketing collateral
- Create a 501(c)(3) implementation body
 - Public private partnership
- Hire a marketing and research manager



RKG

REGIONAL
ECONOMIC
DEVELOPMENT
www.rkg.com

Building For Success



- **Implementation is a process, not an event**
 - Execute short-term plan
 - “Establish relationships before establishing partnerships”
 - Reassess market climate and opportunities over time
 - Adapt to changing conditions/influences
- **Key success factors**
 - Create viable, supportable actions
 - Meet the needs of the private sector
 - Proactive, not reactive

RKG

REGIONAL
GROWTH
ECONOMIC
DEVELOPMENT
CENTRE

STATE OF SOUTH CAROLINA
OCONEE COUNTY
ORDINANCE 2012-38

AUTHORIZING THE SALE, BY OCONEE COUNTY, SOUTH CAROLINA (THE "COUNTY"), OF CERTAIN REAL PROPERTY AND IMPROVEMENTS THEREON (THE "PROPERTY"), AND THE GRANT BY THE COUNTY OF CERTAIN EASEMENTS AFFECTING REAL PROPERTY, OWNED BY THE COUNTY AND LOCATED IN THE CITY OF WALHALLA, SOUTH CAROLINA (THE "CITY"), TO OCONEE COURTHOUSE VENTURES, LLC (THE "COMPANY"), ALL PURSUANT TO AN AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY AND ONE OR MORE EASEMENT AGREEMENTS TO BE ENTERED INTO BY AND BETWEEN THE COUNTY AND THE COMPANY; AUTHORIZING THE EXECUTION AND DELIVERY OF ONE OR MORE INCENTIVE AGREEMENTS BY AND BETWEEN THE COUNTY AND THE COMPANY FOR THE PURPOSES OF MAKING AVAILABLE TO THE COMPANY CERTAIN PROJECT INFRASTRUCTURE GRANT FUNDS, INCLUDING THE PROPERTY AND THE PROJECT IN A MULTI-COUNTY BUSINESS OR INDUSTRIAL PARK (THE "PARK"), AND MAKING AVAILABLE TO THE COMPANY CERTAIN SPECIAL SOURCE REVENUE CREDITS; AUTHORIZING THE EXECUTION AND DELIVERY OF AN AGREEMENT FOR THE ESTABLISHMENT OF THE PARK WITH ONE OR MORE ADJOINING COUNTIES FOR THE PURPOSE OF INCLUDING THE PROPERTY AND THE PROJECT WITHIN THE PARK; AUTHORIZING THE EXECUTION AND DELIVERY OF AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE COUNTY AND THE CITY RELATING TO THE INCLUSION OF THE PROPERTY AND THE PROJECT IN THE PARK AND THE DISTRIBUTION OF PARK REVENUES; AUTHORIZING, RATIFYING AND AFFIRMING ALL PRIOR ACTS OF OCONEE COUNTY AND ITS OFFICERS AND ELECTED OFFICIALS WITH REGARD TO THE FOREGOING; AUTHORIZING THE EXECUTION AND DELIVERY OF ANY AND ALL DOCUMENTS, INSTRUMENTS OR CERTIFICATES NECESSARY OR DESIRABLE TO ACCOMPLISH THE FOREGOING; AND OTHER MATTERS RELATED THERETO.

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

(a) Oconee County, South Carolina (the "County") is a political subdivision of the State of South Carolina and as such has all powers granted to counties by the Constitution and the general law of this State.

(b) The County, acting by and through the County Council, is authorized and empowered to make and execute contracts of the type hereinafter described and to acquire, sell or dispose of real property pursuant to S.C. Code Ann. § 4-9-30.

(c) The County is authorized by Article VIII, Section 13 of the Constitution and Section 4-1-170 of the Act (collectively, the "Park Act"), to enter into agreements with one or

more contiguous counties for the creation and operation of one or more joint-county industrial and business parks ("Parks").

(d) The County acting by and through its County Council is authorized and empowered under and pursuant to the provisions of Sections 4-1-175 and 4-29-68 of the Code of Laws of South Carolina, 1976, as amended (collectively, the "Credit Act") to grant credits against payments of fees-in-lieu of taxes ("FILOT") received and retained under the Park Act to offset qualifying infrastructure related expenditures pursuant to the Credit Act ("Special Source Revenue Credits").

(e) There is located at the intersection of Main Street and South Church Street in the County and in the City of Walhalla, South Carolina (the "City"), certain property with improvements thereon, fee simple title to which is currently held by the County (the "Property"), said Property having formerly served as the County Courthouse and having County TMS#: 500-15-13-001.

(f) The Property is one of historic value and significance to the County, and of such prominence as to have a significant impact on the surrounding community. The structure located on the Property is falling into a state of disrepair and is in need of rehabilitation to protect against future damage from the elements, and Oconee Courthouse Ventures, LLC, a South Carolina limited liability company (the "Company") is willing to proceed with such rehabilitation of the Property pending the negotiation and execution of the Agreements, subject to certain conditions.

(g) The County has previously sought proposals for rehabilitation and redevelopment work on the Property from any interested developers or parties through a request for proposals submitted in accordance with County ordinances, code and regulations, and received no responsive, responsible proposals to such request. The Company is considering acquiring the Property and developing thereon, through rehabilitation of existing structures and new construction, hotel, office, restaurant and retail space (the "Project"), which will result in the investment of not less than \$5,000,000.

(h) Based on currently available information: (i) the ultimate goal of the Project is to encourage capital investment, diversification of the tax base through creation of new taxable property, and the creation of jobs in the County; (ii) the citizens of the County will be the primary beneficiaries of the expected capital investment and job creation generated by the Project; (iii) the benefits represented by the Project are not speculative; and (iv) and the public interest is likely to be served to a substantial degree through the expected capital investment, creation of jobs, the expansion and diversification of the tax base by third party commercial investors.

(i) As an inducement for the Project, the County has determined to provide certain incentives (the "Incentives"), including but not limited to, the following:

(i) the conveyance of the Property to the Company by limited warranty deed in accordance with the terms of an Agreement for the Purchase and Sale of Real Property (the "Purchase Agreement") in substantially the form attached hereto as Exhibit A, and

the grant of certain easement rights over and across real property owned by the County adjoining or in close proximity to the Property for ingress, egress and parking, as may be necessary or beneficial to the Project, as is contemplated by the terms of the Purchase Agreement;

(ii) pending the receipt of the consent of the City required under the Park Act, the establishment of a Park and addition of the Property and the Project to such Park pursuant to an Agreement for Development of Joint County Industrial and Business Park (the "Park Agreement") in substantially the form attached hereto as Exhibit B to be entered into by and between the County and one or more adjoining counties;

(iii) pending the establishment of the Park as described in (ii) above, the provision of an annual Special Source Revenue Credit (the "Credit") to the Company against FILOT paid or to be paid by the Company with respect to personal property comprising part of the Project in the Park in each of the first five years that FILOT are paid for the Project in the Park, the amount of which Credit in each of such five years shall be the amount necessary to reduce the FILOT for personal property owned by the Company comprising part of the Project in the Park to not more than \$2,000, all in accordance with the terms of a Special Source Credit Agreement (the "Credit Agreement") to be entered into by and between the County and the Company in substantially the form attached as Exhibit C hereto;

(iv) a grant of funds in the amount of \$500,000 from the County to the Company for the benefit of the Project, the terms and conditions of which are set forth in a grant agreement attached hereto as Exhibit D ("Project Grant Agreement"), provided that the Company's performance of its obligations under the Grant Agreement shall be secured by a second priority mortgage of the Property to be made and given by the Company to and for the benefit of the County; and

(v) the provision of additional incentives to be further set forth in the Purchase Agreement, Credit Agreement and Project Grant Agreement, or other ancillary agreements that the parties deem appropriate (collectively, "Incentive Documents").

Section 2. Authorization to Execute and Deliver Incentive Documents. The Chairman of the County Council and the County Administrator together, or either of them acting alone, shall be and hereby are authorized and directed to execute the Incentive Documents in the forms attached hereto, or with such changes that are not materially adverse to the County as the Chairman of County Council and/or the County Administrator, as applicable, may approve. Notwithstanding the foregoing, the Park Agreement shall not be executed or become effective until all requisite consent and action of the City has been obtained and taken in accordance with the provisions of the Park Act.

Section 3. Creation of Park; Inclusion of Property and Project; Intergovernmental Agreement. Upon the grant of all requisite consent and completion of all other actions required of the City under the Park Act, the establishment of the Park and inclusion of the Property, or a portion thereof, and the Project therein is hereby authorized and approved. To the extent

required by the City, or to the extent determined necessary or desirable by the Chairman of County Council or the County Administrator, the Chairman of County Council and the County Administrator shall be and hereby are authorized and directed to execute and deliver an intergovernmental agreement (“Intergovernmental Agreement”) to be entered into by and between the County, any other county which is a party to the Park Agreement, and the City regarding the inclusion of the Property and the Project in the Park and the distribution of FILOT generated by property in the Park. Such Intergovernmental Agreement shall be in such form and contain such terms and provisions as may be deemed necessary or desirable by the Chairman of County Council and the County Administrator, with advice of the County Attorney.

Fees-in-lieu of *ad valorem* taxes received and retained by the County with respect to property located in the Park (“Oconee Park Revenues”), which shall be all fees-in-lieu of *ad valorem* taxes received by the County which are *not* distributed to the partner county pursuant to the Park Agreement, shall be distributed to the political subdivisions and overlapping tax districts which levy taxes in the Park property and to no others in the same proportion and ratio, and for the same respective purposes, as their respective millage bears to the overall millage total for the applicable tax year, except as otherwise directed by: (i) General Bond Ordinance No. 2010-05 enacted by the County on May 4, 2010; (ii) the Credit Agreement, as authorized and approved by this Ordinance; (iii) the Intergovernmental Agreement, if any, as authorized and approved by this Ordinance; and (iv) such other ordinances as may relate to the payment of special source revenue bonds, provision of special source credits or payments, or other permitted uses of such Oconee Park Revenues.

Section 4. Easement Agreements. As contemplated by the Purchase Agreement, the Chairman of County Council and the County Administrator shall be and hereby are authorized to execute and deliver one or more easement agreements to be entered into by and between the County and the Company, for purposes of establishing ingress and egress rights, and parking rights, as between the County and the Company with respect to the Property and any adjoining or nearby parcel of real property owned by the County which may be impacted by, or the use of which may be beneficial to, the Project. Any such easement agreement(s) shall be in such form and contain such terms and provisions as may be deemed necessary or desirable by the Chairman of County Council and the County Administrator, with advice of the County Attorney.

Section 4. Prior and Future Acts. The County Council hereby ratifies all prior actions of the County Administrator and County Attorney with respect to the Project, consistent herewith, and authorizes the Chairman of the County Council, the County Administrator, other County staff, and the County Attorney, along with any designees and agents who any of these officials deems necessary and proper, in the name of and on behalf of the County (each an “Authorized Individual”), to take whatever further actions, and enter into whatever further agreements, as any Authorized Individual deems to be reasonably necessary and prudent to effect the intent of this Ordinance and the Incentive Agreements and acts authorized hereby, and induce the Company to undertake the Project.

Section 5. General Repeal; Amendment of Budget and Budget Ordinance. All ordinances, resolutions and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. The budget of the County, and Ordinance No. _____ of the County approving such

budget, are hereby amended to provide for appropriation of funds to be provided to the Company under the Grant Agreement.

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

Done and enacted by the County Council of Oconee County, South Carolina, this ____ day of _____, 2013.

OCONEE COUNTY, SOUTH CAROLINA

(SEAL)

Chairman, County Council
Oconee County, South Carolina

ATTEST:

Clerk to County Council,
Oconee County, South Carolina

Date of First Reading: December 4, 2012 [in title only]
Date of Second Reading: _____, 2013
Date of Third Reading: _____, 2013
Date of Public Hearing: _____, 2013

Exhibit A

Form of Purchase Agreement

[see attached]

**AGREEMENT FOR THE PURCHASE
AND SALE OF REAL PROPERTY**

THIS AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY, made and entered into as of this ____ day of _____, 2013 (“Effective Date”), by and between **OCONEE COUNTY, SOUTH CAROLINA**, a body corporate and politic existing under the laws of the State of South Carolina (“Seller”), and **OCONEE COURTHOUSE VENTURES, LLC**, a South Carolina limited liability company (“Purchaser”).

RECITALS

A. Seller is the owner and holder of fee simple title in and to that certain piece, parcel or lot of land (“Land”) located in the City of Walhalla, Oconee County, South Carolina, consisting of approximately 0.847 acres and being more fully shown and described as “+/- 0.847 Acres” on that certain survey of Stephen R. Edwards & Associates, Inc. entitled, “Survey for Oconee County,” dated December 4, 2012 and last revised _____, 20__ a copy of which is attached as Exhibit A hereto and by reference made a part hereof; and

B. Purchaser desires to purchase the Property (as described below) for the purpose of constructing and operating a mixed use commercial Facility (as defined below), substantially in accordance with Section 12 below, thereon.

C. Seller desires to sell and convey the Property to Purchaser subject to the terms and conditions of this Agreement.

AGREEMENT

1. SALE OF PROPERTY.

1.1. Property. For and in consideration of **TEN AND 00/100 DOLLARS (\$10.00)** (“Purchase Price”), receipt of which is hereby acknowledged, and the mutual covenants and agreements contained herein, Seller agrees to sell and convey all of Seller’s right, title and interest in and to the property described below (“Property”) to Purchaser, and Purchaser agrees to purchase the same from Seller, pursuant to the terms and conditions set forth herein.

1.2. Description of Property. Except as otherwise explicitly stated herein, the Property shall consist of:

- (a) The Land;
- (b) All rights, privileges and easements appurtenant to the Land, including all rights, rights-of-way, roadways, roadbeds, and reversions (“Appurtenant Rights”);
- (c) All improvements on or within the Land (“Improvements”).

2. SELLER’S REPRESENTATIONS, WARRANTIES AND COVENANTS. In order to induce Purchaser to enter into this Agreement and to purchase the Property, in addition to warranties, representations, covenants, and undertakings contained elsewhere in this Agreement,

Seller hereby makes the following representations, warranties and covenants, each of which is material and is relied upon by Purchaser:

2.1. Title to Property. Seller is the sole owner of good, marketable and insurable fee simple title to the Property.

2.2. Authority of Seller. Seller has the right, power and authority to enter into this Agreement and to sell the Property in accordance with the terms and conditions hereof, and this Agreement, is a valid and binding obligation of Seller as of the date first set forth above. As of the Closing, all necessary action shall have been taken by Seller authorizing the execution and delivery of all documents and instruments to be executed and delivered by Seller at Closing. This Agreement, when executed and delivered by Seller, will be a valid and binding obligation of Seller in accordance with its terms.

2.3. Taxes. The Property is not subject to special taxes or assessments for roadway, sewer, or water improvements or other public improvements and the Property is free and clear of any tax liens except for ad valorem tax liens that are not yet due and payable.

2.4. Options and Contracts. No options or other contracts have been granted or entered into which are still outstanding and which give any other party a right to purchase any interest in the Property or any part thereof.

2.5. Condemnation Proceedings. There are no condemnation or eminent domain proceedings pending against the Property or any part thereof and the Seller has received no notice, oral or written, of the desire of any public authority or other entity to take or use the Property or any part thereof.

2.6. Mechanic's Liens. No payments for work, materials, or improvements furnished to the Property will be due or owing at Closing and no mechanics lien, materialmans lien, or other similar lien shall be of record against the Property as of Closing.

2.7. Pending Litigation. There is no claim, litigation, or other proceeding, the probable outcome of which will have a material adverse effect on the value of the Property or its intended use, pending or threatened before any court, commission, or other body or authority, and, further, Seller has not received written notification of any asserted failure of Seller or the Property to comply with applicable laws (whether statutory or not) or any rule, regulation, order, ordinance, judgment or decree of any federal, municipal or other governmental authority.

2.8. No Defaults. Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby will:

- (a) Conflict with, or result in a breach of, the terms, conditions, or provisions of, or constitute a default under, any agreement or instrument to which Seller or any predecessor of Seller is a party;
- (b) Violate any restriction to which Seller is subject;
- (c) Constitute a violation of any applicable code, resolution, law, statute, regulation, ordinance, rule, judgment, decree or order;

(d) Result in the acceleration of any mortgage or note pertaining to the Property or the cancellation of any contract or lease pertaining to the Property; or

(e) Result in the creation of any lien, charge or encumbrance upon any of the properties or assets to be sold or assigned to Purchaser pursuant to the provisions of this Agreement, other than the Second Mortgage (as defined below).

2.9. Events Prior to Closing. Seller will not cause or permit any action to be taken which would cause any of Seller's representations or warranties to be untrue as of the Closing. Seller agrees immediately to notify Purchaser in writing of any event or condition which occurs prior to Closing hereunder, which causes a change in the facts related to, or the truth of, any of Seller's representations.

2.10. Further Acts of Seller. On or before the Closing, Seller will do, make, execute and deliver all such additional and further acts, deeds, instruments and documents as may reasonably be required by Purchaser or Purchaser's title insurance company to vest in and assure to Purchaser full rights in or to the Property. Notwithstanding the foregoing, Seller shall not be required to execute any document, including any title insurance affidavit, containing any provision purporting to bind Seller to indemnify, or otherwise pay the costs, expenses or damages of, any other person or entity for any reason, except to the extent appropriation has been made therefor by the County Council of Seller in the fiscal year of Seller in which such costs, expenses or damages are to be paid.

2.11. Maintenance of Property. Between the date of this Agreement and Closing, Seller will continue to maintain the Property as it currently is maintained and exists; and Seller shall not make or enter into any lease or other agreement for the use, occupancy or possession of all or any part of the Property without Purchaser's prior written approval.

2.12. AS IS SALE. OTHER THAN THE SPECIFIC REPRESENTATIONS AND WARRANTIES HEREIN, SELLER MAKES NO REPRESENTATIONS, WARRANTIES, OR PROMISES REGARDING THE PROPERTY, INCLUDING, BUT NOT LIMITED TO REPRESENTATIONS, WARRANTIES OR PROMISES AS TO THE PHYSICAL OR ENVIRONMENTAL CONDITION, LAYOUT, FOOTAGE, ZONING, UTILITIES, PRESENCE OF HAZARDOUS MATERIALS, OR ANY OTHER MATTER OR THING AFFECTING OR RELATING TO THE PROPERTY OR ITS SALE TO PURCHASER. PURCHASER AGREES THAT NO SUCH REPRESENTATIONS, WARRANTIES OR PROMISES HAVE BEEN MADE AND AGREES TO TAKE THE PROPERTY "AS IS." PURCHASER REPRESENTS TO SELLER THAT PURCHASER HAS CONDUCTED, OR WILL CONDUCT PRIOR TO CLOSING, SUCH INVESTIGATIONS OF THE PROPERTY AS ARE DESIRED BY PURCHASER, INCLUDING BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AND WILL RELY SOLELY UPON SAME AND NOT UPON ANY INFORMATION PROVIDED BY OR ON BEHALF OF SELLER OR ITS AGENTS OR EMPLOYEES WITH RESPECT THERETO, OTHER THAN SUCH REPRESENTATIONS, WARRANTIES AND COVENANTS OF SELLER AS ARE EXPRESSLY SET FORTH IN THIS AGREEMENT. THIS PROVISION SHALL SURVIVE CLOSING.

3. CONDITIONS PRECEDENT TO PURCHASER'S OBLIGATIONS.

3.1. Purchaser's Review Period. Purchaser shall have a period (the "Review Period") commencing on the date hereof and expiring one hundred twenty (120) days thereafter to do the following, each of which shall be a condition precedent to Purchaser's obligations hereunder:

(a) To conduct, at Purchaser's cost, any and all inspections, engineering and feasibility studies, including, but not limited to environmental inspections and studies, which Purchaser deems necessary, in an effort to determine whether or not to proceed with the Closing of this transaction. Without limitation of the generality of the foregoing, it is agreed that Purchaser's inspection of the Property may include soil borings, surface water and groundwater testing and analysis, boundary, structural, topographical, and other surveys and any other studies and/or tests desirable for Purchaser to determine that the Property is suitable for its intended purpose. In this regard, Seller hereby agrees that Purchaser, and/or Purchaser's agents or employees, may have unlimited access to the Property during such Review Period to conduct such studies and inspections. Upon completion of such inspections, Purchaser shall restore the Property to substantially the same condition on the date hereof after all such tests and inspections are completed, and shall indemnify Seller for any damage to the Property or other damages, costs or liabilities incurred by Seller as a result of Purchaser's inspection of the Property.

(b) To obtain a commitment for owner's title insurance (issued by a title insurance company acceptable to Purchaser) on standard ALTA Owner's Policy Form (2006) (together with copies of all instruments and plats evidencing exceptions stated therein), by which commitment the title insurance company agrees to insure the fee simple title to the Property in Purchaser in an amount equal to the purchase price of the Property subject only to exceptions acceptable to Purchaser and Purchaser's lender, if applicable.

(c) To obtain a survey of the Property, such survey disclosing rights-of-way, easements, encroachments or other encumbrances upon the Property acceptable to Purchaser.

(d) To obtain such assurances or approvals from the appropriate governmental authorities as Purchaser deems necessary in relation to Purchaser's intended use of the Property or the environmental condition of the Property. In connection therewith, within Ten (10) days from the Date of this Agreement, Seller shall deliver or make available to Purchaser true and correct copies of all contracts, leases, documents, agreements or other information which affect the use, condition (including environmental condition), operation or ownership of the Property. Seller agrees to use its best efforts to cooperate with Purchaser so that Seller shall deliver to Purchaser any item in the possession or control of Seller which Purchaser would like to receive and inspect.

3.2. Extension of Review Period. Purchaser's Review Period shall be extended for up to two (2) consecutive periods of ninety (90) days, each, upon the written request of Purchaser delivered to Seller, along with a detailed report of all due diligence performed and all additional due diligence Purchaser anticipates to be necessary, prior to the expiration of the Review Period or the first extension thereof, as applicable.

3.3. Termination of Agreement. Prior to the expiration of the Review Period, Purchaser shall have the right to terminate this Agreement in its sole discretion based on Purchaser's findings during the Review Period, in which event this Agreement shall be void, and neither party shall have any further obligation hereunder.

3.4. Status of Title. At Closing (as defined below) Seller shall deliver the Closing Documents (as such term is defined below) to Purchaser as provided by Section 7.2 below, and shall be capable of conveying, and the Closing Documents will purport to convey, good and marketable fee simple title to the Property to Purchaser subject only to encumbrances and title exceptions acceptable to Purchaser. Seller shall not create, cause or permit any encumbrance, impairment or transfer of title to the Property, other than as specifically provided herein; provided, however, that Seller shall have no obligation to cure, have the Property released from or terminate any encumbrance on, impairment of, or lien against the Property caused by Purchaser or related to Purchaser's activity on or use of the Property.

4. **ADDITIONAL CONDITIONS PRECEDENT.**

4.1. Access and Parking Easements. The parties hereto acknowledge that certain easements over and across property owned by Seller which abuts or is located near the Property for ingress to and egress from the Property, and for parking for the Property, may be necessary for the intended use of the Property by Purchaser, its tenants, employees, contractors and invitees; and the Parties further acknowledge that easements over and across the Property for ingress to and egress from certain property of Seller may be necessary for the continued use and benefit of such property of Seller following the conveyance of the Property to Purchaser contemplated under this Agreement. The parties hereto agree to negotiate such easement rights in good faith. It shall be a condition precedent to Purchaser's obligation hereunder to purchase the Property that satisfactory ingress to and egress from the Property, and sufficient parking for the Property, all as determined by Purchaser in its commercially reasonable discretion, shall be available to the Property upon Closing, whether through easements granted by Seller at Closing or otherwise. It shall be a condition precedent to Seller's obligation hereunder to sell the Property that satisfactory ingress to and egress from the any property owned by Seller adjoining the Property, as determined by Seller in its commercially reasonable discretion, shall be available to the Property upon Closing, whether through easements over and across the Property granted by Purchaser at Closing or otherwise. Any grant of easement or easement agreement shall be in such form and substance as may be mutually agreeable to the parties, and shall be substantially in a form approved by ordinance of Seller's County Council, with such changes as may be permitted by the terms of such ordinance.

4.2. Other Agreements. This Agreement is entered into in connection with: (i) that certain Grant Agreement entered into, or to be entered into, by and between Seller and Purchaser (the "Grant Agreement"); (ii) that certain Special Source Revenue Credit Agreement (the "SSRC Agreement") entered into, or to be entered into, by and between Seller and Purchaser; and (iii) a Mortgage, Security Agreement and Fixture Filing (the "Second Mortgage") to be granted by Purchaser in favor of Seller, creating a second priority lien against the Property and securing Purchaser's obligations under the Grant Agreement. It shall be a condition precedent to Purchaser's obligation to purchase the Property hereunder that the Grant Agreement and SSRC Agreement be executed and delivered by Seller to Purchaser at or prior to Closing in such form and substance as may be mutually agreeable to Seller and Purchaser. It shall be a condition precedent to Seller's obligation hereunder to convey the Property to Purchaser that the Grant Agreement, SSRC

Agreement and Second Mortgage be executed and delivered by Purchaser to Seller at or prior to Closing in such form and substance as may be mutually agreeable to Seller and Purchaser.

5. **CLOSING.** The purchase and sale contemplated hereunder shall be consummated at the closing (referred to herein as the "Closing") which shall take place no later than _____, 2013. The Closing shall take place at the offices of Seller's counsel set forth below, or at such other place as may be mutually agreeable to the parties hereto.

Offices of Seller's Counsel:

McNair Law Firm, P.A.
104 S. Main Street, Suite 700
Greenville, SC 29601

6. **PRO-RATED ITEMS AND ADJUSTMENTS.** Purchaser shall pay for the title insurance premiums due in connection with the issuance of Purchaser's owner's title insurance policy, if any, and for the cost of any survey (other than the Survey attached as Exhibit A hereto, which shall be paid for by Seller) of the Property prepared at Purchaser's request. Seller shall pay for the preparation of the deed, all deed recording fees (formerly known as documentary tax stamps), and intangible taxes assessed with respect to the deed conveying title to the Property to Purchaser and any withholding taxes required by the South Carolina Department of Revenue. Purchaser and Seller shall each pay their own legal fees related to the transaction contemplated hereby. All rents, if any, shall be prorated as of the date of Closing. All other costs of Closing shall be paid by Seller or Purchaser in accordance with local real estate customs. All real estate taxes for the Property, to the extent such taxes will be due and owing with respect to the Property for the property tax year in which the Closing occurs, shall be prorated in accordance with local real estate customs and the terms of this Agreement. The adjustments and prorations required under this Agreement shall be computed as of the date of Closing and the cash portion of the purchase price paid to Seller hereunder shall be adjusted to reflect such prorations. In the event accurate prorations or other adjustments cannot be made at Closing because of the lack of necessary information, the parties shall prorate on the best available information, subject to prompt adjustment upon the receipt of the necessary information.

7. **SELLER'S DELIVERIES.** In addition to other conditions precedent set forth elsewhere in this Agreement, Seller shall deliver to Purchaser all of the following documents and items, the delivery and accuracy of which shall further condition Purchaser's obligations to consummate the purchase and sale herein contemplated:

7.1. Items Delivered Within Ten (10) Business Days. Seller shall deliver all of the following in Seller's possession or control to Purchaser within Ten (10) business days following the Date of this Agreement:

- (a) Results of any soil boring tests with respect to the Property.
- (b) All building plan drawings, surveys and topographical renderings of the Property.

(c) All environmental studies of the Property and any environmental permits or approvals with respect to the Property.

7.2. Items Delivered to Purchaser at Closing. Seller shall deliver the following items (collectively, the “Closing Documents”) at Closing to Purchaser:

(a) An executed limited warranty deed, satisfactory in form and substance to Purchaser or Purchaser’s title insurance company, conveying good and marketable fee simple title to the Property, free and clear of all liens, encumbrances, easements, and restrictions except as may be permitted under this Agreement;

(b) An executed Owner’s Affidavit, lien waiver, and or other agreements (not to include provisions requiring indemnification by Seller) and affidavits satisfactory for the purpose of removing the “standard” exceptions from Purchaser’s Owner’s Title Insurance Policy for the Property;

(c) The Grant Agreement and SSRC Agreement executed by Seller in such form and substance as may be mutually agreeable to Seller and Purchaser, and substantially in the respective forms approved by ordinance of Seller’s County Council, with such changes as may be permitted by the terms of such ordinance; and

(d) Such executed easement agreement(s), if any, as may be mutually agreeable to Seller and Purchaser for ingress, egress and parking on, over and across property owned by Seller for the benefit of the Property. Such easement agreement(s) shall be substantially in a form approved by ordinance of Seller’s County Council, with such changes as may be permitted by the terms of such ordinance.

8. PURCHASER’S DELIVERIES AT CLOSING. At Closing, Purchaser shall deliver to Seller the executed Grant Agreement, SSRC Agreement, Second Mortgage and any easement agreement agreed upon pursuant to the provisions of Section 4.1 above, all in form and substance mutually agreeable to Seller and Purchaser, and substantially in the forms approved by ordinance of Seller’s County Council, with such changes as may be permitted by the terms of such ordinance.

9. CONDEMNATION OR CASUALTY LOSS. In the event of condemnation or receipt of notice of condemnation or taking of any part of the Property by governmental authority prior to the Closing, or any material casualty loss to the Property prior to Closing, Purchaser, at its option, shall have the right to terminate this Agreement. After Closing, all risk of loss due to condemnation or casualty shall lie with Purchaser.

10. COMMISSIONS.

10.1. Real Estate Commission. Seller and Purchaser represent and warrant to each other that no brokerage fees or real estate commissions are or shall be due or owing in connection with this transaction or in any way with respect to the Property.

11. DEFAULT.

11.1. Seller's Defaults. In the event Seller breaches any warranty or representation contained in this Agreement or fails to comply with or perform any of the conditions to be complied with or any of the covenants, agreements or obligations to be performed, Purchaser at Purchaser's option shall: (i) be entitled to thereafter exercise any and all rights and remedies available to Purchaser at law and in equity, including without limitation the right of specific performance; or (ii) be entitled, upon giving written notice to Seller, as herein provided, to terminate this Agreement. Upon any such termination, this Agreement and all rights and obligations created hereunder shall be deemed null and void and of no further force or effect.

11.2. Purchaser's Defaults. In the event Purchaser breaches any warranty or representation contained in this Agreement or fails to comply with or perform any of the conditions to be complied with or any of the covenants, agreements or obligations to be performed, Seller at Seller's option shall: (i) be entitled to thereafter exercise any and all rights and remedies available to Seller at law and in equity, including without limitation the right of specific performance; or (ii) be entitled, upon giving written notice to Purchaser, as herein provided, to terminate this Agreement. Upon any such termination, this Agreement and all rights and obligations created hereunder shall be deemed null and void and of no further force or effect.

12. REHABILITATION AND DEVELOPMENT OF PROPERTY. Purchaser acknowledges and agrees that this Agreement is being entered into with the expectation that Purchaser develop on the Property, through rehabilitation of existing structures and new construction, hotel, office, restaurant and retail space substantially in accordance with the plans, specifications, projections and/or renderings attached as Exhibit B hereto (the "Facility"). Purchaser hereby covenants and agrees that it will complete rehabilitation and construction of the Facility on or before the date which is two (2) years following the Closing, and acknowledges that its agreement to rehabilitate and construct the Facility on the Property by such date is a material term of this Agreement and a material inducement to Seller's agreement to convey the Property to Purchaser under this Agreement.

13. MISCELLANEOUS

13.1. Completeness; Modification. This Agreement constitutes the entire agreement between the parties hereto with respect to the transaction contemplated herein and it supersedes all prior discussions, undertakings or agreements between the parties. This Agreement shall not be modified except by a written agreement executed by both parties.

13.2. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective, heirs, devisees, personal representatives, successors and assigns.

13.3. Survival. Except as otherwise expressly provided herein, it is the express intention and agreement of the parties to this Agreement that all covenants, agreements, statements, representations and warranties made by Purchaser and Seller in this Agreement (which shall be deemed to include the matters and information disclosed in any of the Exhibits attached hereto or in any document or instrument delivered by Seller pursuant to the provisions of this Agreement or at

or in connection with the Closing), including without limitation, the specific agreement for the Purchaser to build and commence operation of the Substation, shall survive the Closing.

13.4. Governing Law. This Agreement shall be governed by and construed under the laws of the State of South Carolina.

13.5. Headings. The headings as used herein are for convenience or reference only and shall not be deemed to vary the content of this Agreement or the covenants, agreements, representations, and warranties set forth herein or limit the provisions or scope of this Agreement.

13.6. Pronouns. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the person or entity may require.

13.7. Time of Essence. Both parties hereto specifically agree that time is of the essence to this Agreement with respect to the performance of the obligation of the parties under this Agreement.

13.8. Counterparts. To facilitate execution, this Agreement may be executed in as many counterparts as may be deemed appropriate by the parties, all of which, together, shall comprise but one (1) and the same agreement.

13.9. Notices. All notices, requests, consents and other communications hereunder shall be in writing and shall be personally delivered or mailed by First Class, Registered or Certified Mail, return receipt requested, postage prepaid, as follows:

(a) If to Purchaser:

Oconee Courthouse Ventures, LLC
Attn.: _____

With a Copy to:

(b) If to Seller:

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

With a copy to:

McNair Law Firm, P.A.
Attn.: Thomas L. Martin, Esq.
132 East Benson Street, Suite 200
Anderson, SC 29624

Any such notice, request, consent or other communications shall be deemed received at such time as it is personally delivered or on the fifth business day after it is so mailed, as the case may be.

13.10. Assignment. Neither this Agreement nor any rights or obligations created or existing under this Agreement may be assigned by Purchaser without the prior written consent of Seller.

13.11. Invalid Provisions. In the event any one or more of the provisions contained in this Agreement shall be for any reason held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein.

[execution page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

WITNESSES:

SELLER:

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Its: _____

PURCHASER:

OCONEE COURTHOUSE VENTURES, LLC

By: _____
Its: _____

Exhibit A
Survey of Property

[see attached]

Exhibit B
Development Plans

[see attached]

Exhibit B

Form of Park Agreement

[see attached]

STATE OF SOUTH CAROLINA)
)
 COUNTY OF OCONEE)
)
 COUNTY OF _____)

AGREEMENT FOR DEVELOPMENT OF
 JOINT COUNTY INDUSTRIAL AND
 BUSINESS PARK

THIS AGREEMENT for the development of a joint county industrial and business park to be located in Oconee County, South Carolina (“Oconee County”), dated as of _____, 2013, is made and entered into by and between Oconee County and _____ County, South Carolina (“_____ County”, and Oconee County and _____ County collectively, the “Counties”), both political subdivisions of the State of South Carolina.

RECITALS

WHEREAS, the Counties have determined that, in order to promote economic development and thus provide additional employment opportunities within both of said Counties, and to increase the tax base of Oconee County, there should be established in Oconee County a joint county industrial and business park (the “Park”), which Park shall be in addition to all previous joint county industrial and business parks previously established between the Counties; and

WHEREAS, as a consequence of the establishment of the Park, property therein shall be exempt from *ad valorem* taxation, during the term of this Agreement, but the owners or lessees of such property shall pay annual fees during that term in an amount equal to that amount of *ad valorem* taxes for which such owner or lessee would be liable except for such exemption.

NOW, THEREFORE, in consideration of the mutual agreement, representations and benefits contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Binding Agreement.** This Agreement serves as a written instrument setting forth the entire agreement between the parties and shall be binding on the Counties, their successors and assigns.

2. **Authorization.** Article VIII, Section 13(d), of the Constitution of South Carolina provides that counties may jointly develop an industrial and business park with other counties within the geographical boundaries of one or more of the member counties, provided that certain conditions specified therein are met and further provided that the General Assembly of the State of South Carolina provides by law a means by which the value of property in such park will be considered for purposes of bonded indebtedness of political subdivisions and school districts and for purposes of computing the index of taxpaying ability for school districts. Section 4-1-170, Code of Laws of South Carolina, 1976, as amended (“Section 4-1-170”), satisfies the conditions imposed by Article VIII, Section 13(d), of the Constitution and provides the statutory vehicle whereby a joint county industrial and business park may be created.

3. Location of the Park.

(A) The Park consists of property located in Oconee County, as is hereinafter more specifically described in Exhibit A hereto. It is specifically recognized that the Park may from time to time consist of non-contiguous properties. The boundaries of the Park may be enlarged or diminished from time to time as authorized by ordinances of both of the Counties.

(B) In the event of any enlargement or diminution of the boundaries of the Park, this Agreement shall be deemed amended and there shall be attached hereto a revised Exhibit A which shall contain a description of the properties located in the Park, as enlarged or diminished, together with a copy of the ordinances of Oconee County Council and _____ County Council pursuant to which such enlargement or diminution was authorized.

(C) Prior to the adoption by Oconee County Council and by _____ County Council of ordinances authorizing the diminution of the boundaries of the Park, a public hearing shall first be held by the Oconee County Council. Notice of such public hearing shall be published in a newspaper of general circulation in Oconee County at least once and not less than fifteen (15) days prior to such hearing.

4. Fee-in-Lieu of Taxes. Property located in the Park shall be exempt from *ad valorem* taxation during the term of this Agreement. The owners or lessees of any property situated in the Park shall pay in accordance with and during the term of this Agreement an amount equivalent to the *ad valorem* property taxes or other in-lieu of payments that would have been due and payable but for the location of such property within the Park. Where, in this Agreement, reference is made to payment of *ad valorem* property taxes or other in-lieu of payments, such reference shall be construed, in accordance with this Section 4, to mean the *ad valorem* property taxes or other in-lieu of payments that would otherwise have been due to be paid to Oconee County, after deduction of all applicable allowances, credits, deductions, and exemptions authorized or required by state law.

5. Allocation of Park Expenses. The Counties shall bear expenses, including, but not limited to, development, operation, maintenance and promotion of the Park in the following proportions:

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

6. Allocation of Park Revenues. The Counties shall receive an allocation of all revenue generated by the Park through payment of fees-in-lieu of *ad valorem* property taxes or from any other source in the following proportions:

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

Any payment by Oconee County to _____ County of its allocable share of the fees-in-lieu of taxes from the Park shall be made not later than fifteen (15) days from the end of the calendar quarter in which Oconee County receives such payment from the occupants of the Park. In the event that the payment made by any occupant of a Park is made under protest or is otherwise in dispute, Oconee County shall not be obligated to pay to _____ County more than _____ County's share of the undisputed portion thereof until thirty (30) days after the final resolution of such protest or dispute.

7. **Revenue Allocation Within Each County.** Revenues generated by the Park through the payment of fees-in-lieu of *ad valorem* property taxes shall be distributed to the Counties according to the proportions established by Paragraph 6. Such revenues shall be distributed within Oconee County and _____ County in the manner directed by the respective ordinances enacted by such counties relating to the Park or such distribution from time to time, including, but not limited to, the allocation of the revenues such counties receive and retain from the Park for the payment of special source revenue bonds, provision of special source credits or payments, or other permitted uses of such revenues. Such revenues allocated to Oconee County shall be subject to distribution as set forth in General Bond Ordinance No. 2010-05 enacted by Oconee County Council on May 4, 2010, Ordinance No. _____ enacted by Oconee County Council on _____, 2013, and such other ordinances as may be enacted by Oconee County Council from time to time.

8. **Fees-in-Lieu of Taxes Pursuant to Code of Laws of South Carolina.** It is hereby agreed that the entry by Oconee County into any one or more negotiated fee-in-lieu of tax agreements pursuant to Titles 4 or 12, South Carolina Code, 1976, as amended, or any successor or comparable statutes, with respect to property located within the Park and the terms of such agreements shall be at the sole discretion of Oconee County.

9. **Assessed Valuation.** For the purpose of calculating the bonded indebtedness limitation of the political subdivisions and overlapping tax districts which levy taxes in the park property described in Exhibit A, and for the purpose of computing the index of taxpaying ability of any applicable school districts located in Oconee County pursuant to Section 59-20-20(3), Code of Laws of South Carolina, 1976, as amended, allocation of the assessed value of property within the Park to Oconee County shall be identical to the percentage established for the allocation of revenue to Oconee County pursuant to Paragraphs 6 and 7 respectively and any ordinance enacted by Dillon County which provides for the allocation or distribution of such revenue, subject, however, to the provisions of Section 4-29-68(E) of the Code of Laws of South Carolina, 1976, or any successor legislation.

10. **Records.** The Counties covenant and agree that, upon the request of either, the other will provide to the requesting party copies of the records of the annual tax levy and copies of the actual tax bills, for parcels of property encompassed by this Agreement, and will further provide copies of the County Treasurer's collection records for the taxes so imposed, all as such records become available in the normal course of County procedures. It is further agreed that none of the parties shall request such records from any other party more frequently than once annually, absent compelling justification to the contrary.

11. **Severability.** In the event and to the extent (and only to the extent) that any provision or any part of a provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or any other provision or part of a provision of this Agreement.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK
SIGNATURE PAGES FOLLOW**

WITNESS our hands and seals this _____ day of _____, 2013.

DILLON COUNTY, SOUTH CAROLINA

By: _____
Chairman, County Council
Oconee County, South Carolina

By: _____
Administrator
Oconee County, South Carolina

(SEAL)

ATTEST:

Clerk to County Council
Oconee County, South Carolina

WITNESS our hands and seals this _____ day of _____, 2012.

_____ COUNTY, SOUTH CAROLINA

By: _____
Chairman, County Council
_____ County, South Carolina

By: _____
Administrator
_____ County, South Carolina

(SEAL)

ATTEST:

Clerk to County Council
_____ County, South Carolina

Exhibit A

Park Property

The Park is comprised of the following parcels of property located in Oconee County:

All property in Oconee County, South Carolina located on the real property which, as of the date of this Agreement, bears the following Oconee County tax map number:

1. _____

Exhibit C

Form of Credit Agreement

[see attached]

SPECIAL SOURCE CREDIT AGREEMENT

THIS SPECIAL SOURCE CREDIT AGREEMENT, dated as of _____ (this "Agreement"), between OCONEE COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina (the "County"), and OCONEE COURTHOUSE VENTURES, LLC, a limited liability company organized and existing under the laws of the State of South Carolina, and authorized to transact in the State of South Carolina (the "Corporation").

WITNESSETH:

WHEREAS, the County, acting by and through its County Council (the "County Council"), is authorized by Sections 4-1-175 and 4-29-68 of the Code of Laws of South Carolina, 1976, as amended, to provide a credit against or payment derived from the revenues received and retained by the County from a payment in lieu of taxes pursuant to Section 13 of Article VIII of the South Carolina Constitution and Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended, for the purpose of paying the cost of designing, acquiring, constructing, improving, or expanding, among other things: (a) the infrastructure serving the issuer or the project, and (b) for improved or unimproved real estate and personal property including machinery and equipment used in the operation of a manufacturing or commercial enterprise, which property is determined by the County to enhance the economic development of the County; and

WHEREAS, the Corporation has determined that it intends to acquire, renovate, construct and equip certain real property, buildings, improvements, apparatus, machinery, equipment, furnishings, fixtures and materials for the operation of a hotel, office, restaurant and retail facility (the "Project") within the County; and

WHEREAS, pursuant to ordinances enacted or to be enacted by the County and _____ County (the "Partner County"), the County and the Partner County have established a joint-county industrial and business park (the "Park") by entering into an Agreement for the Development of a Joint County Industrial and Business Park (the "Park Agreement"), pursuant to the provisions of Article VIII, Section 13 of the South Carolina Constitution and § 4-1-170 of the Code of Laws of South Carolina, 1976, as amended; and

WHEREAS, the property on which the Project is to be located is included within the boundaries of the Park; and

WHEREAS, in connection with the Park Agreement, the Corporation or other owners of the Project property located within the Park are obligated to make or cause to be made payments in lieu of taxes to the County (the "Park Fees") in the total amount equivalent to the *ad valorem* property taxes that would have been due and payable but for the location of the Project property within the Park; and

WHEREAS, the County has agreed to provide special source credits to the Corporation in order to reimburse the Corporation for a portion of the costs incurred by the Corporation to acquire and construct certain Infrastructure (as defined herein) in the manner and upon the terms provided herein; and

WHEREAS, the County Council of the County has duly authorized the execution and delivery of this Agreement by Ordinance No. ____, duly enacted by the County Council on _____, 2013 following a public hearing conducted on _____, 2013, in compliance with the terms of the Act (as defined herein).

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

ARTICLE I

DEFINITIONS

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

"*Act*" shall mean, collectively, Title 4, Chapter 29, and Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended, and all future acts amendatory thereof.

"*Agreement*" shall mean this Agreement, as the same may be amended, modified or supplemented in accordance with the terms hereof.

"*Corporation*" shall mean Oconee Courthouse Ventures, LLC, a South Carolina limited liability company, and its respective successors and assigns.

"*Cost*" or "*Cost of the Infrastructure*" means the cost of infrastructure as referred to in Section 4-29-68 of the Code of Laws of South Carolina, 1976, as amended, including, but not limited to, the reasonable cost of designing, acquiring, constructing, improving or expanding the Infrastructure, whether incurred prior to or after the date of this Agreement and including, without limitation, (a) design, engineering and legal fees associated with the Infrastructure; (b) obligations reasonably incurred for labor, materials and other expenses to builders and materialmen in connection with the acquisition, construction, and installation of the Infrastructure; (c) the reasonable cost of construction bonds and of insurance of all kinds that may be required or necessary during the course of construction and installation of the Infrastructure, which is not paid by the contractor or contractors or otherwise provided for; (d) the reasonable expenses for test borings, surveys, test and pilot operations, estimates, plans and specifications and preliminary investigations therefor, and for supervising construction, as well as for the performance of all other duties required by or reasonably necessary in connection with the acquisition, construction, and installation of the Infrastructure; and (e) all other reasonable

costs which shall be required under the terms of any contract for the acquisition, construction, and installation of the Infrastructure, including but not limited to legal expenses incurred in connection with this Agreement and the transactions related thereto.

"County" shall mean Oconee County, South Carolina.

"Event of Default" shall mean any of the occurrences described in Section 5.01 hereof.

"Infrastructure" shall have the meaning assigned by Section 4-29-68 of the Code of Laws of South Carolina, 1976, as amended, and shall include, without limitation, (a) infrastructure serving the County or the Project, and (b) improved or unimproved real estate and personal property including machinery and equipment used in the operation of the Project, to the maximum extent permitted by the Act, as amended by Act 290 of the 2009-2010 Session of the South Carolina General Assembly.

"Ordinance" shall mean the ordinance enacted by the County Council on _____, 2013 authorizing the execution and delivery of this Agreement.

"Minimum Investment" shall have the meaning set forth for such term in Section 2.04 hereof.

"Park" shall mean the Joint-County Industrial and Business Park established pursuant to the Park Agreement.

"Park Agreement" shall mean the Agreement for the Development of a Joint County Industrial and Business Park, dated _____, 2013, between the County and the Partner County, as such agreement may be amended or supplemented from time to time.

"Park Fees" shall mean, in any tax year, payments in lieu of taxes received and retained by the County, in accordance with the terms of the Park Agreement.

"Partner County" shall mean _____ County, South Carolina.

"Project" shall mean the land, buildings, machinery, equipment, furnishings, structures, fixtures, appurtenances and other materials acquired, renovated or constructed by the Corporation for the purpose of operating a hotel, office, restaurant and retail facility in the County.

"Special Source Credit" shall mean the special source credit set forth in Section 3.02 hereof against the Corporation's Park Fees as authorized by the Act to reimburse the Corporation for a portion of the Cost of the Infrastructure.

"Threshold Date" shall have the meaning given such term in Section 2.04 hereof.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

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

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

(b) The County proposes to reimburse the Corporation for a portion of the Cost of the Infrastructure for the purpose of promoting the economic development of the County. Pursuant to the Ordinance, the County Council has determined that the Infrastructure will enhance the economic development of the County.

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

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

(e) To the best of its knowledge, the execution and delivery of this Agreement, the enactment of the Ordinance, and performance of the transactions contemplated hereby and thereby do not and will not, to the County's knowledge, conflict with, or result in the violation or breach of, or constitute a default or require any consent under, or create any lien, charge or encumbrance under the provisions of (i) the South Carolina Constitution or any law, rule, or regulation of any governmental authority, (ii) any agreement to which the County is a party, or (iii) any judgment, order, or decree to which the County is a party or by which it is bound; there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, or before or by any court, public body, or public board, known to the County which is pending or threatened challenging the creation, organization or existence of the County or its governing body or the power of the County to enter into the transactions contemplated hereby or wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or would affect the validity, or adversely affect the enforceability, of this Agreement, or any other agreement or instrument to which the County is a party and which is to be used in connection with or is contemplated by this Agreement, nor to the best of the knowledge of the County is there any basis therefor.

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

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

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

(c) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement, will result in a material breach of any of the terms, conditions, or provisions of any corporate restriction or any agreement or instrument to which the Corporation is now a party or by which it is bound, or will constitute a default under any of the foregoing, or result in the creation or imposition of any lien, charge, or encumbrance of any nature whatsoever upon any of the property or assets of the Corporation, other than as may be created or permitted by this Agreement.

(d) The reimbursement to the Corporation of a portion of the Cost of the Infrastructure by the County has been instrumental in inducing the Corporation to undertake the Project in the County.

SECTION 2.03. Covenants of County.

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

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

SECTION 2.04. Covenants of the Corporation. The Corporation will invest not less than \$5,000,000 in the Project (the “Minimum Investment”) in connection with the Project on or prior to the date which is five (5) years after the last day of the property tax year in which any Infrastructure which comprises a portion of the Project is first placed in service (the “Threshold Date”). Investment by the Corporation in property which is exempt from *ad valorem* taxation and payments in lieu of taxes in the State of South Carolina shall not be included in calculating whether the Corporation has met the Minimum Investment. Additionally, to the extent that any of the Project property is comprised of property which has previously been subject to depreciation (prior to its location or relocation in the State of South Carolina) for purposes of calculating *ad valorem* taxes and payments in lieu of taxes applicable thereto, the depreciated value of such Project property at the time of its location or relocation in the State of South Carolina, rather than the original cost of such Project property, shall be included in calculating whether the Corporation has met the Minimum Investment.

ARTICLE III

SPECIAL SOURCE CREDITS

SECTION 3.01. Payment of Cost of the Infrastructure. The Corporation agrees to initially pay, or cause to be paid, all Cost of the Infrastructure as and when due. The Corporation agrees that, as of any date during the term of this Agreement, the cumulative dollar amount expended by the Corporation on Cost of the Infrastructure shall equal or exceed the cumulative dollar amount of the Special Source Credit received by the Corporation. Prior to the first year’s Infrastructure Reimbursement Payment to be paid to the Corporation, the Corporation shall certify the cumulative total amount of Cost of the Infrastructure as of no later than December 31 of the prior year or, if the Corporation has elected a fiscal year ending on a date other than December 31, then as of no later than the last day of the Corporation’s immediately preceding fiscal year. The form of such certification is attached hereto as Exhibit A. The Corporation shall re-certify the cumulative amount of Cost of the Infrastructure incurred by the Corporation if, in any year in which an Special Source Credit is to be received by the Corporation, the cumulative amount of Special Source Credits received by the Corporation will exceed the cumulative Cost of the Infrastructure as previously certified. If requested by the County, the Corporation shall provide the County with receipts or other documentation substantiating the Costs of the Infrastructure, the form of such documentation to be in such form reasonably acceptable to the County.

Additionally, during the period in which Infrastructure Reimbursement Payments are to be made to the Corporation under this Agreement, the Corporation shall annually certify as of December 31 (or, if the Corporation has elected a fiscal year ending on a date other than December 31, then as of the last day of the Corporation’s fiscal year) the amount of investment in the Project (based on an income tax basis without regard to depreciation). If requested by the County, the Corporation shall provide the County with documentation substantiating the maintenance of capital investment in connection with the Project, the form of such documentation to be in such form reasonably acceptable to the County. To the extent that any of the investment in the Project referred to herein is comprised of property which has previously

been subject to depreciation (prior to its location or relocation in the State of South Carolina) for purposes of calculating *ad valorem* taxes and payments in lieu of taxes applicable thereto, the depreciated value of such Project property at the time of its location or relocation in the State of South Carolina, rather than the original cost of such Project property, shall be the amount certified by the Corporation to the County.

SECTION 3.02. Special Source Credits.

(a) Provided that as of any date during the term of this Agreement the cumulative dollar amount expended by the Corporation on Cost of the Infrastructure shall equal or exceed the cumulative dollar amount of the Special Source Credits received by the Corporation, and further provided the Corporation has met its obligations under and is in compliance with the provisions of this Agreement, and subject to the maintenance requirements below, the County shall provide five (5) consecutive annual Special Source Credits to the Corporation derived from the Park Fees which shall be in an amount as necessary to reduce the Corporation's personal property tax liability in connection with the Project for such year to \$2,000. The first Special Source Credit shall be calculated as described above based on Park Fees for the property tax bill (or fee-in-lieu of tax bill) for the year immediately following the year in which personal property which comprises part of the Project is first placed in service. For purposes of illustration only, and without limitation of the foregoing or anything else contained herein, if personal property which comprises part of the Project is first placed in service in 2013, the first Special Source Credit shall be applied against the 2014 property tax bill (or fee-in-lieu of tax bill) paid by the Corporation on behalf of the Project.

If the Corporation fails to make the Minimum Investment by the Threshold Date, the Corporation shall lose the benefit of the Special Source Credits provided for in this Agreement retroactively and prospectively, with re-payment and interest at the statutory rate for non-payment of *ad valorem* taxes due to the County on any previous Special Source Credits received by the Corporation pursuant to this Agreement. Any amounts due to the County by virtue of the retroactive application of this Subsection (a) shall be paid within 90 days following written notice thereof from the County to the Corporation.

In the event that the Corporation meets the Minimum Investment prior to the Threshold Date, but the Corporation's investment in the Project based on an income tax basis without regard to depreciation falls below the Minimum Investment prior to the final Special Source Credit to be received by the Corporation, then the Corporation shall not be entitled to receive the Special Source Credit for the year in which the Minimum Investment is not maintained. To the extent that any of the investment in Project property is comprised of property which has previously been subject to depreciation (prior to its location or relocation in the State of South Carolina) for purposes of calculating *ad valorem* taxes and payments in lieu of taxes applicable thereto, the depreciated value of such Project property at the time of its location or relocation in the State of South Carolina, rather than the original cost of such Project property, shall be included in calculating whether the Corporation has maintained the Minimum Investment.

(b) THIS AGREEMENT AND THE SPECIAL SOURCE CREDITS PROVIDED FOR HEREUNDER ARE LIMITED OBLIGATIONS OF THE COUNTY PROVIDED BY

THE COUNTY SOLELY FROM THE PARK FEES RECEIVED AND RETAINED BY THE COUNTY PURSUANT TO THE PARK AGREEMENT, AND DO NOT AND SHALL NEVER CONSTITUTE AN INDEBTEDNESS OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL PROVISION (OTHER THAN THE PROVISIONS OF ARTICLE X, SECTION 14(10) OF THE SOUTH CAROLINA CONSTITUTION) OR STATUTORY LIMITATION AND DO NOT AND SHALL NEVER CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWER. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY ARE NOT PLEDGED FOR THE INFRASTRUCTURE REIMBURSEMENT PAYMENTS.

(c) No breach by the County of this Agreement shall result in the imposition of any pecuniary liability upon the County or any charge upon its general credit or against its taxing power. The liability of the County under this Agreement or of any warranty herein included or for any breach or default by the County of any of the foregoing shall be limited solely and exclusively to the annual Park Fees with respect to the Project received and retained by the County, if any. The County shall not be required to execute or perform any of its duties, obligations, powers, or covenants hereunder except to the extent of the Park Fees received and retained by the County.

SECTION 3.03. Personal Property. To the extent necessary to offset Special Source Credits, Infrastructure shall first be deemed to include real property, notwithstanding any presumptions otherwise provided by law. To the extent that Special Source Credits are utilized to reimburse the Corporation for its investment in personal property, including machinery and equipment, removal of such personal property shall be subject to the provisions of Section 4-29-68(A)(2)(ii) of the Code of Laws of South Carolina 1976, as amended, and any successor legislation.

ARTICLE IV

CONDITIONS AND COVENANTS

SECTION 4.01. Documents to be Provided by County. Prior to or simultaneously with the execution and delivery of this Agreement, the County shall provide to the Corporation:

(i) A copy of the Ordinance, duly certified by the Clerk to County Council under its corporate seal to have been duly enacted by the County and to be in full force and effect on the date of such certification; and

(ii) Such additional certificates (including appropriate no-litigation certificates and certified copies of ordinances, resolutions, or other proceedings adopted by the County), instruments or other documents as the Corporation may reasonably request.

SECTION 4.02. Assignment. The Corporation may not assign its rights in and to this Agreement without the prior written consent or subsequent ratification of the County.

ARTICLE V

DEFAULTS AND REMEDIES

SECTION 5.01. Events of Default.

(a) If the County shall fail duly and punctually to perform any covenant, condition, agreement or provision contained in this Agreement on the part of the County to be performed, which failure shall continue for a period of thirty (30) days after written notice by the Corporation specifying the failure and requesting that it be remedied is given to the County by first-class mail, the County shall be in default under this Agreement (an "Event of Default").

(b) If the Corporation or its successors and assigns shall fail duly and punctually to perform any covenant, condition, agreement or provision contained in this Agreement on the part of the Corporation to be performed, which failure shall continue for a period of thirty (30) days after written notice by the County specifying the failure and requesting that it be remedied is given to the Corporation or its successors and assigns by first-class mail, the Corporation or its successors and assigns shall be in default under this Agreement (an "Event of Default").

SECTION 5.02. Legal Proceedings. Upon the happening and continuance of any Event of Default, then and in every such case the non-defaulting party in its discretion may:

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

(b) bring suit upon this Agreement;

(c) by action or suit in equity require the defaulting party to account as if it were the trustee of an express trust for the non-defaulting party;

(d) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of the non-defaulting party's rights; or

(e) terminate this Agreement.

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

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

ARTICLE VI

MISCELLANEOUS

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

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

SECTION 6.03. Severability. In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, the illegality or invalidity shall not affect any other provision of this Agreement, and this Agreement shall be construed and enforced as if the illegal or invalid provisions had not been contained herein or therein.

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

SECTION 6.05. Notices. All notices, certificates, requests, or other communications under this Agreement shall be sufficiently given and shall be deemed given, unless otherwise

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

OCONEE COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
County Administrator
Oconee County, South Carolina

ATTEST:

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

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

By: _____
[INSERT]
Its: [INSERT]

Exhibit A

FORM OF CERTIFICATE AS TO
CUMULATIVE INVESTMENT IN COST OF THE INFRASTRUCTURE

STATE OF SOUTH CAROLINA)
)
OCONEE COUNTY) CERTIFICATE AS TO CUMULATIVE
) INVESTMENT IN COST OF THE
) INFRASTRUCTURE

I, _____, the _____ of _____ (the "Corporation"),
do hereby certify that as of _____, _____, the Corporation has invested at least
\$ _____ in Infrastructure in connection with the Project, as such terms are defined in
the Special Source Credit Agreement between Oconee County, South Carolina and the
Corporation dated as of _____, 2013.

IN WITNESS WHEREOF, I have hereunto set my hand, this Certificate to be dated as of
the ____ day of _____, _____.

By: _____
Its: _____

Exhibit D

Form of Project Grant Agreement

[see attached]

STATE OF SOUTH CAROLINA)
)
COUNTY OF OCONEE)

PROJECT GRANT AGREEMENT

THIS PROJECT GRANT AGREEMENT (the "Agreement") is made and entered into this __ day of _____, 2013 by and between OCONEE COUNTY, SOUTH CAROLINA (the "County") and the OCONEE COURTHOUSE VENTURES, LLC (the "Company").

WITNESSETH:

WHEREAS, there is located at the intersection of Main Street and South Church Street in the County and in the City of Walhalla, South Carolina, certain property with improvements thereon, fee simple title to which is currently held by the County (the "Property"), said Property having formerly served as the County Courthouse and having County TMS#: 500-15-13-001; and

WHEREAS, the Property is one of historic value and significance to the County, and of such prominence as to have a significant impact on the surrounding community. The structure located on the Property is falling into a state of disrepair and is in need of rehabilitation to protect against future damage from the elements, and the Company is willing to proceed with such rehabilitation of the Property pending the negotiation and execution of the Agreements, subject to certain conditions; and

WHEREAS, the Company is considering acquiring the Property and developing thereon, through rehabilitation of existing structures and new construction, hotel, office, restaurant and retail space (the "Project"), which will result in the investment of not less than \$5,000,000; and

WHEREAS, as an inducement for the Project, the County wishes to provide certain grant funding to the Company to be used to defray a portion of the cost of the Project as provided herein, and the Company wishes to accept such funding;

NOW, THEREFORE, for valuable consideration and the mutual promises hereinafter set forth between the parties hereto, the legal sufficiency of which is hereby acknowledged by the parties, it is agreed as follows:

1. Grant. The County agrees to provide a grant (the "Grant") in the approximate amount of Five Hundred Thousand and No/100 Dollars (\$500,000.00) to be used to defray a portion of the cost of the Project. The Company agrees to expend Grant Funds exclusively on costs of the Project.
2. Repayment of Grant. Any Grant funds not used for activities authorized herein will be returned to the County upon completion of the Project. In addition, in the event the Project has not been completed substantially in accordance with the

plans and specifications set forth on Exhibit A hereto on or before the date which is two (2) years after the date of this Agreement, the full amount of the Grant shall be repaid to the County within thirty (30) days. In the event that the Project is completed substantially in accordance with the plans and specifications set forth on Exhibit A, the Company shall repay to the County the amount of Two Hundred Thousand and No/100 Dollars (\$200,000.00) on the earlier of (a) the date on which the Property or the Project are sold or otherwise conveyed by the Company to a third party without the prior written approval of such sale or transfer by the County; (b) the date which is fifteen (15) days following the date on which written notice of an event of default under any mortgage or security agreement securing the Company's obligations hereunder is provided to the Company, the date on which such notice is deemed to have been provided to be controlled by the terms of such mortgage or security agreement; or (c) the date which is five (5) years after the date of this Agreement.

3. Expenditure of Grant Funds. The Company shall provide to the County a detailed accounting of the expenditure of Grant funds at any time upon the request of the County Administrator or other County staff.
4. Assignment. Neither this Agreement nor any of the rights or obligations created hereunder may be assigned by either party hereto without the prior written consent of the other party.
5. Notices. All notices, requests, consents and other communications hereunder shall be in writing and shall be personally delivered or mailed by First Class, Registered or Certified Mail, return receipt requested, postage prepaid, as follows:

If to Purchaser:

Oconee Courthouse Ventures, LLC
Attn.: _____

With a Copy to:

If to Seller:

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

With a copy to:

McNair Law Firm, P.A.
Attn.: Thomas L. Martin, Esq.
132 East Benson Street, Suite 200
Anderson, SC 29624

Any such notice, request, consent or other communications shall be deemed received at such time as it is personally delivered or on the fifth business day after it is so mailed, as the case may be.

6. Invalid Provisions. In the event any one or more of the provisions contained in this Agreement shall be for any reason held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein.
7. Time of Essence. Both parties hereto specifically agree that time is of the essence to this Agreement with respect to the performance of the obligation of the parties under this Agreement.
8. Governing Law. This Agreement shall be governed by and construed under the laws of the State of South Carolina.
9. Headings. The headings as used herein are for convenience or reference only and shall not be deemed to vary the content of this Agreement or the covenants, agreements, representations, and warranties set forth herein or limit the provisions or scope of this Agreement.
10. Pronouns. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the person or entity may require.
11. Binding Effect. Without limitation of the provisions of this Agreement limiting assignment, this Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective, heirs, devisees, personal representatives, successors and assigns.
12. Completeness; Modification. This Agreement constitutes the entire agreement between the parties hereto with respect to the transaction contemplated herein and it supersedes all prior discussions, undertakings or agreements between the parties. This Agreement shall not be modified except by a written agreement executed by both parties.

13. Counterparts. To facilitate execution, this Agreement may be executed in as many counterparts as may be deemed appropriate by the parties, all of which, together, shall comprise but one (1) and the same agreement.

[execution page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

WITNESSES:

SELLER:

OCONEE COUNTY, SOUTH CAROLINA

By: _____

Its: _____

PURCHASER:

OCONEE COURTHOUSE VENTURES, LLC

By: _____

Its: _____

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: Jan. 8, 2013
COUNCIL MEETING TIME: 6:00 PM

ITEM TITLE [Brief Statement]:

Request for Council to support & adopt the Oconee County Five-Year Economic Development Strategic Plan.

BACKGROUND DESCRIPTION:

Oconee County's purpose in seeking a strategic plan for economic development is to improve the quality of life in part by building a robust and healthy economy that is both diversified and sustainable. At the base level, the County elected body recognizes that it is essential to think and act in a coordinated, efficient manner when utilizing precious County resources to expand the local economy. More strategically, the strategic plan for economic development should provide the "road map" for the County to succeed in attracting private investment within an extremely vibrant, but competitive regional market. The last plan for the County was done in 2007. The County's administration and leadership within the Oconee County Economic Development Commission (EDC) recognized that a new plan was need to maintain focus in development recruitment and retention efforts that will ultimately benefit the County's economic vitality and tax base.

Oconee County, with financial support from the South Carolina Power Team, undertook this effort of creating a new five-year strategic plan with significant assistance from the private and public sectors. Through a competitive bidding process, the County selected RKG Associates, Inc. to lead the process. The resulting strategic plan for economic development details the opportunities and corresponding actions that will maximize the County's ability to leverage its resources while positioning itself to improve efficiency and effectiveness.

SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:

Schedule a workshop with council to fully discuss the implementation of this new strategy.

FINANCIAL IMPACT [Brief Statement]:

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

Approved by: _____ Finance

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: Yes / No

If yes, who is matching and how much:

Approved by: _____ Grants

ATTACHMENTS

Executive Summary attached.

STAFF RECOMMENDATION [Brief Statement]:

Council support and adopt this five-year economic development strategic plan.

Submitted or Prepared By:



Department Head/Elected Official

Approved for Submittal to Council:



T. Scott Moulder, County Administrator

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

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

1 EXECUTIVE SUMMARY

A. PROJECT BACKGROUND

The Oconee County administration's purpose in seeking an updated strategic plan for economic development is to continue to improve the quality of life for its citizens by building a robust and healthy economy that is both diversified and sustainable. At the base level, the County elected body recognizes that it is essential to think and act in a coordinated, efficient manor when utilizing precious County resources to expand the local economy. More strategically, the Strategic Plan for Economic Development should provide the "road map" for the County to succeed in attracting private investment within an extremely vibrant, but competitive regional market. Simply put, Upstate region has experienced positive economic growth. However, there has not been parity in the distribution of that success. RKG Associates recognizes that maintaining focus in development recruitment and retention efforts ultimately will benefit the County's economic base.

RKG Associates, Inc. (RKG) worked with the Oconee County administration, the Oconee County Economic Development Commission (EDC) and a carefully organized steering committee representing strategic business, community, real estate and government entities. The resulting implementation strategy reflects the unified vision of these stakeholders to promote a coordinated, efficient program that utilizes County resources towards job creation and retention. More strategically, this plan provides the "road map" for the County to succeed in attracting private investment within a vibrant, but competitive regional market. The following plan incorporates short-, medium-, and long-term initiatives that will enable the County to take immediate action on certain tasks as well as take initial steps in the planning for long-term projects.

Business retention and recruitment is a complex effort that requires coordination and cooperation from a number of stakeholders. For a community the size and scale of Oconee County, an effective economic development implementation plan will require participation from the utility companies, workforce and education providers, local businesses, financial institutions, community leaders, regional marketing partners, and state officials to name a few. Ultimately, the ability of Oconee County to leverage local resources efficiently will require buy-in and support from a number of entities that share the common goal of building a robust and healthy economy that is both diversified and sustainable.

It is important to note that the Administration, EDC and steering committee recognize that the complete action plan is aspirational, and reflects the long-term, comprehensive vision for Oconee County. The steering committee anticipates implementation of the entire

program will be incremental over several years as additional resources become available. Through this process, RKG Associates and the EDC staff have identified opportunities Oconee County to implement more effective and efficient programs and policies to promote job retention, business expansion, and job recruitment. The plan is presented within context of a preferred phasing strategy that prioritizes actions and efforts.

B. ECONOMIC DEVELOPMENT GOALS

The County administration, EDC staff, and steering committee identified and refined the strategic overarching goals that serve as the framework for all recommended actions. These goals focus on having an economic development effort that maximizes the County's ability to leverage its limited resources. Specifically, the strategic plan for economic development goals reflect the universally supported desire for County-wide economic development efforts to be focused in effort to improve the potential for success. The steering committee and EDC staff understand and embrace that these goals are dynamic, and should be revisited regularly to ensure they most accurately reflect the desires of the community, the market opportunities available, and the financial priorities of Oconee County. The 2012-2013 goals include:

- To attract high quality, primary jobs for Oconee County residents.
- To enhance the County's industry retention and expansion efforts.
- To diversify the County's employment and tax base.
- To make Oconee County attractive to a wide variety of residents.
- To keep and preserve the County's natural beauty.
- To market Oconee County efficiently and effectively.
- To reduce local unemployment.

The proposed action plan detailed at the end of this report reflects those opportunities and recommended approaches to position Oconee County to best meet these goals. The following narrative provides a brief review of those complex efforts.

C. TARGET INDUSTRY CLUSTERS

It is important to state up front that Oconee County should not refuse any opportunity to attract new businesses. While this strategy envisions the County will focus its marketing efforts to improve the potential for success, other opportunities will occur (whether directly or indirectly related to the County's efforts). The strategic plan recognizes that the target industry clusters are a guideline to improve the effectiveness of the EDC's marketing efforts, and not a limiting factor. To this end, building relationships with site selectors, developers, investors, recruitment partners (i.e. Upstate Alliance and SCDoc), and existing industry leaders is equally important to recruiting jobs to Oconee County. The following industry

clusters (in no particular order) represent those opportunities where Oconee County has the greatest chance to successfully attract companies.

1. Healthcare & Bioscience/Biomechanical Manufacturing

The healthcare sector is an important component of the regional economic base. Given the existing employment concentration and historical growth of the local and regional healthcare sector, it is considered to be a very strong local fit as a target cluster for the County. Initial opportunities for expansion are likely to lie in existing services such as expansion of doctor's offices, hospital facilities and nursing care. Oconee County, like many areas of the country, has an aging population that will increase the demand for medical services if they elect to remain in the community as they grow older. Along with increasing geriatric care, there may be other opportunities to expand specialized treatment facilities based on further strategic planning with area healthcare leaders.

A second, and perhaps more long-term, potential opportunity within this target cluster, lies in the biosciences and biomanufacturing sectors. This focus within the healthcare cluster relates to the identified regional targets that seek to grow in areas such as manufacturing of pharmaceuticals and medical devices, research and testing, and bio-agriculture. Within these niche areas the most viable options for the Oconee County are considered to be the manufacturing of pharmaceuticals and medical devices given that the County has an existing industry base in chemical and other types of manufacturing and also has a skilled manufacturing labor force.

2. Product Manufacturing

The manufacturing sector continues to be both the County's and the region's single largest employment sector. In Oconee County, there are a number of strong subsectors within the industrial grouping including plastics and rubber, fabricated metals, computer and electronics, and electrical equipment. Despite net employment losses over the past decade, there are a number of local and national indicators that manufacturing employment will grow. It should also be noted Oconee County's manufacturing base remained strong in a number of subsectors, including primary metal manufacturing, computer and electronics, and electrical equipment manufacturing.

Product manufacturing is considered to be a very strong fit for target industry recruitment efforts within the County. This will largely be a continuation of previous efforts but should not be overlooked due to the relative strength exhibited by historical growth rates. The County should, to the extent possible, insure that existing businesses can attract and retain an adequate supply of labor, have sufficient infrastructure to grow their operations, and obtain available financial support. Promoting use of the Norfolk Southern rail line, which has access to the Port of Charleston and the proposed Upstate inland port, could also help to grow and attract manufacturing within the County.

3. Automotive Manufacturing

The automotive manufacturing sector has undergone significant upheaval throughout the country, particularly over the past five years. However, there are positive signs in the industry that it is emerging as a smaller, but more efficient and focused manufacturing and employment sector. Despite losses at the national level, automotive manufacturing has remained a solid component of both the local and regional economies within the greater Oconee County area. Despite these losses, the cluster has a high concentration with an LQ of 2.5 and 1.8 respectively, within the County and region.

The Local Fit for this cluster is considered to be strong for a number of reasons. These include existing of local firms such as BorgWarner, Johnson Controls, Parkway Products, and U.S. Engine Valves, as well as the presence of BMW, Michelin, and other leading industry firms in the region, the pending Caterpillar facility in Athens-Clarke County, the existence of Clemson University's automotive technology centers, and the availability of a skilled manufacturing workforce. Given these and other factors, this cluster continues to hold potential for future business and employment growth in progressive niche markets that are emerging within the industry. These would include advanced materials manufacturing to make vehicles lighter and stronger, technology to make the more fuel efficient (hybrids or zero emissions vehicles) and "smarter", as well as the manufacturing of conventional components that are now commonly produced by a chain of tiered suppliers.

Furthermore, this cluster has also been identified as a regional priority by the Upstate Alliance. Therefore, any efforts by the county to market and recruit towards business in this cluster could be dovetailed with regional activities.

4. Energy-Related Manufacturing

Providing a reliable and sustainable supply of energy has been, and will continue to be, a primary concern for the nation's economy. Like many industrial sectors across the country, the production and management of our energy sources and distribution systems are undergoing fundamental and long-term changes. Efforts to expand renewable and sustainable sources such as solar, wind, and nuclear, are also growing. The region's energy cluster is primarily centered around the nuclear power industry which has as one of its primary driver, Duke Energy's plant and facilities in Oconee County. Other related firms included Ulbrich Precision Flat Wire, Itron Inc., ITT Control Technologies, Dynamic Fluid Components, and the Blue Ridge Electrical Co-op.

Overall, the local fit is very strong for this cluster as well as its subsectors, and the cluster has also been designated as a regional target industry priority by the Upstate Alliance. Opportunities for growing this cluster are expected to be found in three or four niche areas. These will include the manufacturing of mechanical and electronic components for renewable energy technologies, components for the nuclear energy industry as well as the electrical distribution system, and the development of new technologies to support the energy sector as a whole.

5. Warehousing, Logistics, Distribution

The warehousing, logistics, and distribution cluster is considered to be both a potential stand-alone cluster target for Oconee County, as well as an umbrella cluster that is related many other sectors in the region that require the storage and transportation of goods. The cluster has a strong existing presence in the region, particularly in the Greenville-Spartanburg-Anderson area. The cluster's regional strength is derived from its highway and rail accessibility, proximity to a major airport and water port, and its central location between the larger markets such as Atlanta, GA, Raleigh-Durham, NC and Norfolk-Hampton-Newport News, VA. In addition, the region's numerous manufacturing firms also create significant demand for local warehousing facilities and transportation services.

The local fit for this cluster is not as strong as others previously discussed. However, given the strong regional demand, as well as the County's available highway and rail access, there is potential to capture some portion of future growth and expand this cluster above existing levels. From a more short-term perspective, the County's efforts to support development to the Golden Corner Commerce Park could serve to capture investment in the warehousing and distribution cluster since its location offers the best highway access for Oconee. A more long-term economic development strategy for the County includes developing water and sewer to Interstate 85 and expanding rail access at the former Propex site (now known as the Seneca Rail Site).

D. COLLABORATIVE TARGETS

In addition to the target industry clusters above, the analysis revealed the potential for Oconee County to expand economic activity in areas outside the responsibilities of the EDC. In these instances, the Consultant and local leadership recognize that the EDC should not lead these efforts, but can offer technical expertise in expanding operations in these areas. The two primary opportunities include agri-business and tourism development.

1. Agri-Business

Although not identified in the business and employment statistics analyzed for the overall cluster target industry assessment, the importance of agriculture as part of the County's local economic base has been clearly established as part of the public input process. Based on the most recent Census of Agriculture, the County had approximately 800 operating farms placing it roughly in the top quarter of counties in South Carolina in terms of total farms.

The data collected through this effort illustrates that agricultural operations, particularly livestock, provide a notable contribution to the County's gross domestic product and serves to add diversity to the local economic base. As such, the County may want to consider exploring possibilities for providing support for these operations in several alternative activities. Typically, small farms sell their products to wholesalers for which they receive the lowest return on their investment. Therefore, any ways in which they can create value-added products would serve to increase direct revenues to individual farmers. Related to

this issue is the fact that individual farms do not have the financial capability of creating and/or maintaining processing facilities, storage facilities, such as commercial freezers, for perishable goods, and the ability to pay for shipping of processed goods to various markets for final sale.

Given these considerations, the County may want to explore options for assisting local farmers, particularly livestock operations, which are likely to have the largest potential for increasing sales revenues from their operations. The first step in such a process would most likely be to conduct a survey of existing operations to determine how much estimated demand there might be for creating centralized processing, storage and distribution facilities amongst the County's farm operations. Establishing an agricultural incubator might prove to be practical which could offer shared kitchen/processing facilities for certain types of produce, as well as business training in developing and marketing value-added products.

2. Tourism and Hospitality

Developing a tourism and hospitality target cluster in Oconee County would be part of a long-term economic strategy since existing sector employment in this grouping is relatively small at this time. However, the County has natural resources, such as lakes, rivers, waterfalls, and mountains, as well as state parks and historic sites, and is essentially positioned as South Carolina's gateway to the Chattahoochee National Forest. These natural amenities provide opportunities for water-related activities such as boating, swimming, hiking, cycling, nature and scenery viewing, and camping, to name some. The Mountain Lakes Convention & Visitors Bureau and the Oconee County Parks, Recreation & Tourism Department presently provides marketing and information services for available resources and activities in Oconee County. Therefore, local efforts to enhance state programs might be geared towards expanding event-related activities, increasing available businesses related to this cluster (such as lodging, camping, equipment sales/rentals), expanding entertainment and cultural activities that will encourage visitors to extend their stay in the area, and working with existing merchants and businesses to development marketing strategies to capture increased revenues from visitors. One immediate opportunity is to work with the National Multiple Sclerosis Society on exploring the potential to host a Bike MS event in Oconee County.

E. PRIORITY ACTIONS

The administration, EDC staff, and steering committee recognize that funding, especially in the initial stages of implementation, is critical to beginning an economic development effort. This leadership group also recognizes the reality that the availability of funds in the short-term does not allow the full strategy to be addressed immediately. Rather, implementation of the full strategy will require an incremental approach. To this end, RKG Associates and the leadership group have coordinated to identify those actions they believe are most important to initiating and sustaining an effective economic development effort. The following actions should be given the highest priority.

1. Create Formal Marketing Collateral

The Oconee County EDC has few collateral pieces to provide prospects that detail the advantages of doing business in the County. More specifically, there are no collateral pieces relating to the target industry clusters identified as part of this effort. One of the first actions the EDC should take is to work with a marketing specialist to create professional marketing materials that highlight the market climate, quality of life, incentives, and location advantages Oconee County offers.

2. Create a 501(c)(3) Implementation Body

There are several advantages to operating Oconee County's economic development efforts through a 501(c)(3) corporation. Most notably, using a non-profit entity allows the County to leverage its resources through partnerships with the private sector. Under the current setup, industries cannot financially support economic development efforts. The leadership team envisions EDC staff remaining as County employees, but operating the public private partnership non-profit corporation.

3. Establish a Business Plan

The strategic plan for economic development is an important first step in implementation. However, it is a "vision statement" for Oconee County of what economic development efforts should be pursued. The newly formed 501(c)(3) Board of Directors needs to work with the EDC staff to define focused, achievable tasks (within context of available resources) for the next year from the "menu" created in this plan to establish implementation priorities and actions. This process will determine how and when the strategic plan is realized.

4. Hire a Marketing and Research Manager

The EDC currently is staffed to implement business recruitment and retention efforts. However, the organization is missing the necessary expertise to develop and manage the marketing message. Given the funding realities for the EDC, hiring a full-time marketing and research manager is not immediately feasible. Initially, the EDC should work with a marketing consultant to establish and manage needed marketing supplies. However, the responsibilities related to the EDC's expanded outreach efforts will make outsourcing these responsibilities cost prohibitive. To the extent possible, the EDC should strive to hire a marketing and research manager within 6 to 12 months.

5. Outreach and Networking

The Oconee EDC's main mission is to attract new companies to the County and assist existing businesses to thrive and grow locally. One of the first series of actions should be for the EDC staff to outreach to all stakeholders to increase awareness of the new mission, to strengthen partnerships, to garner support from the community, and to identify new opportunities to increase jobs. There are a series of recommendations in the implementation strategy focused on increasing the EDC's proactive efforts to "spread the message."



NOTES
PLANNING & ECONOMIC DEVELOPMENT
COMMITTEE MEETING
December 11, 2012

Planning Department

- Building Development [residential /new homes/commercial]
- Building Development [major projects/summary]
- Zoning [open requests, amendment for Fair Play Village Sub District]
- Community Development
- Air Quality
- Transit Feasibility Study
- Keowee Foxaway Project Relicensing
- December 2012 Keowee-Foxaway Community newsletter

Economic Development

- Mission
- Professional Development
- EDC Activities Update
- Strategic Plan Update
- Workforce Development
- Product Development
 - Echo Hills
 - Golden Corner Commerce Park
 - Seneca Rail Site
- Spec / Shell Buildings Sold

Mr. Blackwell also mentioned that the Rural Development Fund [with approximately \$30 million dollars] might be an option for development of infrastructure at the Golden Corner Commerce Park.

**OCONEE COUNTY BOARD / COMMISSION / COMMITTEE
CANDIDATE LISTING**

	DX	AT LARGE	Reappoint Request	AERONAUTICS	PUBLIC SAFETY	REGULATORY	PLANNING	EDUCATION	TOURISM & REC.	Questionnaire Received Date
* Abbot, Julian	1	Yes					x		x	May 2012
* Amsden, Gregory	1						x			May 2012
Buddin, Glenn	1	Yes					x			
Denny, Keith	1						x			
Fuller, Donald	1	Yes					x			
Hehir, Michael	1	Yes					x			December 2012
Lengyel, Edward	1	Yes					x			
Little, John	1	Yes					x			
* Lovely, Linda	1						x			May 2012
MacLeod, Steven	1					x	x			
Martin, Lynn	1	Yes					x			
McKibben, James	1					x				
* McMahan, Marie	1							x		December 2012
* Mouw, James W.	1			x	x	x	x			November 2012
Owen, Donald	1	Yes					x			
* Phyllis, Darren	1					x	x		x	December 2012
Smith, Charles	1	Yes				x	x			
* Soper, Phillip	1						x			May 2012
Watson, Susan	1						x			
Allen, John W.	2	NO					x			
Champion, Aisa	2							x		
* Graham, William	2	Yes				x	x			May 2012
Hedden, David	2						x			
* King, Stanley	2	Yes					x			November 2012
* Lee, Andy	2		Yes			x	CONSER			November 2012
* Lee, Samuel	2		Yes			BZA				November 2012
* Lyle, John David	2	YES	Yes				PLAN			December 2012
* Lyle, Luther **	2	Yes	Yes						ARTS	October 2012
* Miller, Thelma	2						x			October 2012
* Mize, Roger	2		Yes			AERO				December 2012
* Moss, Luther	2						x	x	x	May 2012
* Nichols, Berry **	2	Yes	Yes	x	x	BZA	x	x	x	May 2012
Rochester, Matt	2	NO					x			
Stephens, Kyle	2	Yes					x			
* Suodeth, Dan	2	Yes	Yes	AERO						
Wilbanks, Charles	2	Yes					x	x	x	
Wilson, Duane	2	Yes					x	x	x	
* Workman, Neal	2						x			October 2012
Adams, Brit	3	Yes					x			
* DuBose, Bob	3		Yes				BLDG			December 2012
* Girster, William A.	3		Yes				PLAN			October 2012
* Hetherington, Becky	3							x		August 2012
* Hughes, Ellis	3		Yes					LIB		December 2012
* Littlefield, Gary	3		Yes				BZA			
Nicholson, Grant	3						x			
Roth, Doug	3	Yes					x			

OCONEE COUNTY BOARD / COMMISSION / COMMITTEE CANDIDATE LISTING

	DX	AT LARGE	Reappoint Request	AERONAUTICS	PUBLIC SAFETY	REGULATORY	PLANNING	EDUCATION	TOURISM & REC.	Questionnaire Received Date
* Bayliss, Brian	4					x	x			August 2012
* Bayliss, Peggy	4	Yes					x			May 2012
* Cain, Richard	4	Yes					x			
* Dickson, Sammy	4		Yes					ECON		October 2012
* Dunn, Kenneth	4					x				May 2012
* Linsin, Larry	4	Yes					x			
* McKee, Marty	4		Yes		BZA					November 2012
* Powell, Stanley	4				x		x			September 2012
* Sanders, Jenny	4						x			June 2012
* Willimon, Herbert	4		Yes		BLOG					December 2012
* Ables, Frank	5						x			
* Blair, Gene	5		Yes					ECON		November 2012
* Chiles, Ronald	5		Yes	AERO						October 2012
* Gray, Michael	5	Yes	Yes	AERO						November 2012
* Horne, Ryan	5		Yes				PLAN			December 2012
* Hughes, Richard	5		Yes				BZA			December 2012
* Mast, Samuel	5					x				
* Rackert, Paul	5	Yes	Yes		BZA					November 2012
* Richardson, Henry	5		Yes						ARTS	December 2012
* Taylor, Priscilla	5				x			x		October 2012
* Tolison, Harry	5		Yes		BLOG					October 2012

Denotes Interest in Board/Commission with Open At Large Seats

Mr. Workman submitted questionnaire. He currently serves on Building Codes Appeal Board HOWEVER he will complete his 2nd of two terms the end of 2012 and is not eligible for reappointment to the Building Codes Appeal Board. He may be appointed to another board and/or commission.

Areas of Interest (please check one or more)	Board/Commissions Applicable to Interests
Aeronautics	Aeronautics Commission
Public Safety, Health & Welfare	Anderson-Oconee Behavior Health Services Commission Emergency Services Commission
Regulatory	Building Codes Appeal Board Parks, Recreation & Tourism Commission Board of Zoning Appeals
Planning Activities	Appalachian Council of Governments Board of Directors Board of Zoning Appeals Capital Project Advisory Committee Conservation Bank Board Economic Development Commission Planning Commission Scenic Highway Committee
Education	Arts & Historical Commission Library Board
Tourism & Recreation	Arts & Historical Commission Parks, Recreation & Tourism Commission Scenic Highway Committee



Boards & Commissions

Boards & Commissions	State / OC Code Reference	Reps [DX-At Large]	Co-Terminus	Term Limits	4 Year Term	Meeting Date to Appoint	Paul Corbett	Wayne McCall	Archie Barron	Joel Thrift	Reg Dexter		
							2010-2014	2013-2016	2010-2014	2013-2016	2013-2016	2010-2014	2013-2016
							District I	District II	District III	District IV	District V	At Large	At Large
Aeronautics Commission	2-262	5 - 2	YES	2X	YES	Jan - June 2013	Randy Renz [1]	Dan Suddeth [2]	Edward Perry [1]	Dan Schmeidt [2]	Ronald Ghiles [1]	Thomas Luke [2]	Michael Gray [1]
Arts & Historical Commission	2-321	5 - 2	YES	2X	YES	Jan - June 2013	Rick Bethea [1]	Luther Lyle [2]	Robinson [1]	Barbara Waters [1]	Henry Richardson [1]	Boss Ciupak [1]	Jean D. Barnwell [1]
Board of Zoning Appeals	38-6-1	5 - 2	YES	2X	YES	Jan - June 2013	Allen Medford [1]	Sammy Lee [1]	Gary Littlefield [1]	Marty McKee [1]	Dick Hughes [1]	Berry Nichols [1]	Paul Recker [1]
Building Codes Appeal Board		5 - 0	YES	2X	YES	Jan - June 2013	Roger Mize [2]	Neal Workman [2]	Bob DuBose [1]	Mike Warron [1]	Harry Tolison [1]		
Conservation Bank Board	2-381	Appointed by Category		2X	YES	Jan - June 2013	Shea Airey [1]	Andy Lee [1]	Rocky Nation [1]	Marvin Prater [1]	Lynn Harwell [1]	VACANT	Ed Land [1]
Economic Development Commission	24-31	5 - 0	YES	3X	YES	Jan - June 2013	VACANT	Harold Gibson [3]	Hank Field [3]	Sam Dickson [2]	Gene Blair [1]		
Scenic Highway Committee	26-151	0 - 2	YES	2X	YES	Jan - June 2013						Allen D. Boogs [1]	VACANT
Library Board	4-9-35 / 18-1	0 - 9	YES	2X	YES	Jan - June 2013	2013: Daniel Day [1], Erik Hughes [1], John Adams [2], Jody Gault [2], Vicky Miller [2], Carol Baumgartner [2]				2015: Martin Adelberg [1], William Caster [1], Sally Long [1]		
PRT Commission (members up for reappointment due to initial stagger)	6-4-25 / 2-381	Appointed by Industry		2X	YES	June 2013	2013: JoAnne Black [1], Brian Greer [1], Rosemary Bailes [1]			2015: Erin Mokergow [1], Rick Lacey [1], David Lavere [1], Mike Wallace [1]			
Planning Commission	6-29-310 / 32-4	5 - 2	YES	N/A	YES	February 2013	Andrea Heller	Howard Moore	William Gistler	Tommy Abbott	Ryan Honea	Gwen McPhail	John Lyle
Behavioral Health Services Commission	2-291	0 - 7	YES	2X	3 yr.	June 2014	Steve Jenkins [1], Harold Alley [1], Louie Holleman [1], Wanda Long [1], Fred Hamilton [1], Joan Black [1], Jere DuBois [1]						
Capital Project Advisory Committee	2-391	CC, PG, Infra, 2 @ Lg.	NO	3X	1 yr.	May 2012	Council Representative Poorbell [2], Planning Commission GMcPhail [1], Infrastructure Advisory Representative Binchester [1]				John Rau [2]	David Mead [2]	
Infrastructure Advisory Commission	34-1	N/A	NO	N/A	NO	January	Council Representative Appointed Annually						
ACOG BOD				N/A	NO	JAN 2013	Council Rep: CC CHAIR or designee [yearly]; 2 yr terms Citizen Rep: Bob Winchester, Minority Rep: Bennie Cunningham						
Worklink Board						N/A	Worklink contacts Council w/ recommendations when seats open						

[#] - denotes term. [2] denotes a member who has served one term and less than one half of an additional term making them eligible for one additional appointment.

[SHADING] = reappointment requested - questionnaire on file

Denotes individual who DOES NOT WISH TO BE REAPPOINTED

RED TEXT denotes member ineligible for reappointment - having served or will complete serving two terms at the end of their current term.

South Carolina Certified Work Ready Communities

In late 2012, Governor Nikki Haley put forth a challenge to all 46 counties within the State of South Carolina to become a “Certified Work Ready Community.” By doing so, it demonstrates that we are not only serious about economic development but we are just as serious about workforce development.

South Carolina’s Certified Work Ready Communities initiative aims to ensure the growth of South Carolina communities by creating an environment conducive to business and workforce development.

The overall purpose is to foster and build a coordinated and uniform partnership amongst stakeholders using the Work Ready Communities approach, leveraging and maximizing its collective workforce development efforts at the county, regional and state level.

South Carolina’s vision is to ensure a ready workforce that serves as an economic development tool to attract and maintain businesses in the area. Its vision is to link education and workforce development together and align with economic development entities.

The Work Ready Community initiative enables community leaders to rally behind the concept of a ready-to-work workforce. This program’s ultimate intent is to create an inventory of skill sets needed in today’s business world and work to match job openings with job seekers.

Each of the 46 counties are being challenged to reach three established goals surrounding: graduation rates, number of individuals testing for the ACT National Career Readiness Certificate {WorkKeys} and lastly gain a set number of business supporting the Work Ready Communities initiative.

In closing, this is a tool for economic development recruitment as it demonstrates with have the skill sets for the jobs potentially being brought to the area and it is a retention tool for existing businesses as it builds a strong talent pipeline for future growth opportunities. At the end of the day, this is about increasing the economic prosperity within a community by aligning efforts and getting workforce efforts to sync with economic development pursuits.

For more information, check out the following sites:

<http://scworkready.org> & <http://www.workreadycommunities.org/SC/>

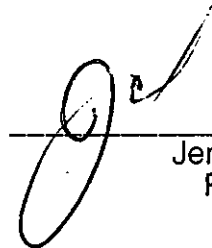
Richard K. Blackwell
Oconee County Economic Development Commission

PUBLISHER'S AFFIDAVIT

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE**

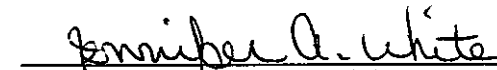
**IN RE: Oconee County Council and
 Committee 2013 Meeting Schedules**

BEFORE ME the undersigned, a Notary Public for the State and County above named, this day personally came before me, Jerry Edwards, who being first duly sworn according to law, says that he is the Publisher of **THE JOURNAL**, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in **Oconee County, Pickens County** and the Pendleton area of **Anderson County** and the notice (of which the annexed is a true copy) was inserted in said paper on January 10, 2013 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.



Jerry Edwards
Publisher

Subscribed and sworn to before me this
10th day of January A.D. 2013



Jennifer A. White
Notary Public for South Carolina
My Commission Expires: 05/18/2014

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

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

E-mail:
fmulse@oconee-sc.com

Paul Corbett
District I

Wayne McCall
District II

Archie Barron
District III

Joe Trift
District IV

Reg Dexter
District V

.....LEGAL AD.....

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**OCONEE COUNTY COUNCIL & COMMITTEE
2013 MEETING SCHEDULES**

Oconee County Council will meet in 2013 on the first and the third Tuesday of each month [excluding July and August which will meet only on the third Tuesday of the month] at 6:00 p.m. in Council Chambers, 415 South Pine Street, Walhalla, South Carolina unless otherwise advertised. Council will conduct Public Comment beginning at 6:00 p.m. which may last up to forty minutes at which time Council may take a brief recess prior to moving on to the remainder of the agenda.

Oconee County Council Committees will meet in 2013 on the following dates/times in Council Chambers, 415 South Pine Street, Walhalla, South Carolina unless otherwise advertised.

Law Enforcement, Public Safety, Health & Welfare Committee [at 5:30 p.m.] and the **Transportation Committee** [at 6:30 p.m.] will meet on April 9th, July 9th and October 8th, 2013.

Real Estate, Facilities & Land Management Committee [at 5:30 p.m.] and the **Budget, Finance & Administration Committee** [at 6:30 p.m.] will meet on February 12th, May 14th, August 13th and November 12th, 2013.

Planning & Economic Development Committee [at 5:30 p.m.] will meet on March 12th, June 11th, September 10th and December 10th, 2013.

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

Pursuant to the Freedom of Information Act, notice of each meeting, date, time, place of meeting and agenda will be posted on the bulletin board at the County Administrative Offices, 415 South Pine Street, Walhalla, SC, and on the County Council website [www.oconee-sc.com/council].



Beth Hulse

From: Beth Hulse
Sent: Wednesday, January 09, 2013 10:23 AM
To: Beth Hulse; classadmgr@upstatetoday.com
Subject: 2013 council committees meeting schedules
Attachments: 010913 - 2013 Council Meeting Schedule - 1x July August - Council Committee Meeting Schedule Ad.doc

Please run at your earliest convenience.
Thanks.

Elizabeth G. Hulse

Clerk to County Council

Oconee County Administrative Offices

415 South Pine Street

Walhalla, SC 29691

864-718-1023

864-718-1024 (fax)

ehulse@oconeesc.com

www.oconeesc.com/council

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Beth Hulse

From: Beth Hulse
Sent: Wednesday, January 09, 2013 10:24 AM
To: Andrew, Beth Hulse; Chad Dorsett; Greenville News (localnews@greenvillenews.com); Kevin LaDonna Becker (ladonna@dailyjm.com); Norman Cannada (ncannada@upstatetoday.com); Ray Chandler; Westminster News / Keowee Courier (westnews@bellsouth.net); WGOG (dickmangrum@wgog.com); WSPA TV - Channel 7 (assignmentdesk@wspa.com)
Cc: _Administrator; Archie Barron; Joel Thrift (joel@thrifthardware.com); Paul Corbell (paulcorbell@gmail.com); Reg Dexter (regdexter@bellsouth.net)
Subject: 2013 Oconee County Council and Council Committee meeting schedules

Oconee County Council will meet in 2013 on the first and the third Tuesday of each month [excluding July and August which will meet only on the third Tuesday of the month] at 6:00 p.m. in Council Chambers, 415 South Pine Street, Walhalla, South Carolina unless otherwise advertised. Council will conduct Public Comment beginning at 6:00 p.m. which may last up to forty minutes at which time Council may take a brief recess prior to moving on to the remainder of the agenda.

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Elizabeth G. Hulse

Clerk to County Council

Oconee County Administrative Offices

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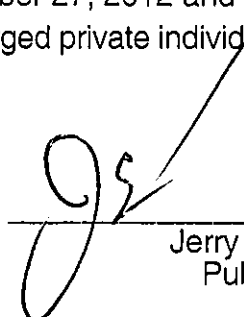
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PUBLISHER'S AFFIDAVIT

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE**

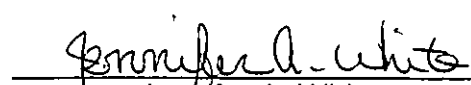
**IN RE: Oconee County Council
 January 2013
 Meeting Schedule**

BEFORE ME the undersigned, a Notary Public for the State and County above named, this day personally came before me, Jerry Edwards, who being first duly sworn according to law, says that he is the Publisher of **THE JOURNAL**, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in **Oconee County, Pickens County** and the Pendleton area of **Anderson County** and the notice (of which the annexed is a true copy) was inserted in said paper on November 27, 2012 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.



Jerry Edwards
Publisher

Subscribed and sworn to before me this
27th day of November A.D. 2012



Jennifer A. White
Notary Public for South Carolina
My Commission Expires: 05/18/2014

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LEGALS

OCONEE COUNTY COUNCIL
JANUARY 2013 MEETING SCHEDULE
Oconee County Council will meet in January 2013 on the second and fourth Tuesday (January 8, 2013 & January 23, 2013) at 6:00 p.m. in Council Chambers, 415 South Pine Street, Walhalla, South Carolina. The remainder of the 2013 meeting schedule will be established at the January 8th meeting.

Notice of Decision
Soil and Rock
Sampling for the
Land Bridge Road
Relocation Project
Sumter National Forest
Andrew Pickens

LEGALS

26,2012 allowing the Oconee County Road Department to drill holes to collect soil and rock samples to determine whether or not new locations being considered for the bridge and road approaches are feasible. Copies of the Decision Memo are available at the USDA Forest Service Sumter National Forest, Stumphouse Ranger Station, 112 Andrew Pickens Circle, Mountain Rest, SC 29564.

Decision Not Subject to Appeal

Since no comments were received during the 30 day notice and comment period, this decision is not subject to appeal (35 CFR 215.12). Implementation may begin immediately.

The Oconee County Board of Zoning Appeals will conduct a public hearing on Thursday, December 13th, 2012 at 6:00 p.m. in the Council Chambers of the County Administrative Complex, 415 S. Pine Street, Walhalla, SC 29601. The applicant, Highwood Towers LLC, is requesting a Special Exception and Variance, due to the height regarding a proposed cell tower located at 321 Lawrence Ridge Road TMS# 211-05-01-025. If you would like additional information concerning this request please contact the Community Development Department at 854-830-3218.

The Oconee County Council will hold a Public Hearing for Ordinance 2012-33 "AN ORDINANCE TO AMEND THE FISCAL YEAR 2012-2013 BUDGET APPROPRIATIONS ORDINANCE FOR OCONEE COUNTY IN CERTAIN LIMITED REGARDS AND PARTICULARS, ONLY; AND OTHER MATTERS RELATED THERE TO" on Tuesday, December 18, 2012 at 6:30 p.m. in Council Chambers,

LEGALS

ordinances may do so by signing up at the meeting. Written comments may be submitted at any time prior to the hearing for inclusion in the official record. Submit written comments to the Clerk to Council, 415 South Pine Street, Walhalla, South Carolina, 29601.

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HOROSCOPES

ARIES (March 21-April 19) interesting observation help you curb a habit where you can and you deadweight and you v

TAURUS (April 20-May 20) you'll make a lasting position or consider. Putting time aside for hours will enhance yo

GEMINI (May 21-June 20) make. Head in what your knowledge, bring positions you for future what you have to offer excel. ***

CANCER (June 21-July 21) your stories and experience in return. Giving a un have can help you find partnership will under your position. ****

LEO (July 23-Aug. 22) causing a setback regarding your reputation. Cre Honesty will help you

VIRGO (Aug. 23-Sept. 22) work out well and help your ability to do things and detailed manner partnership will help yo
**

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