

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
PROCLAMATION 2022-02**

**A PROCLAMATION HONORING THE WEST-OAK WARRIORS HIGH
SCHOOL WRESTLING TEAM**

WHEREAS, on Saturday, February 12, 2022 the West-Oak Warriors Wrestling Team captured the SC 3A State Championship; and

WHEREAS, the West-Oak Warriors Wrestling Team, through hard work and dedication, were able to achieve their goal of winning at the State level; and

WHEREAS, this is the sixth State Wrestling Championship that West-Oak High School has been able to acquire since 1994; and

WHEREAS, these 29 outstanding high school wrestlers have represented themselves, their families, their school, and their community proudly; and

WHEREAS, the team was coached by Head Coach Derek Strobel, assisted by Adam Duncan, Rick McLaughin, Al Billings, Josh Durham, Russell Gray, and 10 managers.

NOW, THEREFORE, we, the Oconee County Council, wish to acknowledge the West-Oak Warriors Wrestling Team on their SC 3A State Championship.

APPROVED AND ADOPTED this 15th day of March, 2022.

OCONEE COUNTY, SOUTH CAROLINA

ATTEST:

APPROVED:

Jennifer C. Adams
Clerk to County Council
Oconee County

John Elliott
Chairman
Oconee County Council

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2022-08**

AN ORDINANCE AUTHORIZING, PURSUANT TO TITLE 12, CHAPTER 44 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED, THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF AD VALOREM TAXES AND SPECIAL SOURCE REVENUE CREDIT AGREEMENT BY AND BETWEEN OCONEE COUNTY, SOUTH CAROLINA, AND A COMPANY IDENTIFIED FOR THE TIME BEING AS PROJECT QUESO, ACTING FOR ITSELF, ONE OR MORE CURRENT OR FUTURE AFFILIATES AND OTHER PROJECT COMPANIES (COLLECTIVELY, “COMPANY”); PROVIDING FOR A FEE-IN-LIEU OF AD VALOREM TAXES INCENTIVE; PROVIDING FOR A SPECIAL SOURCE REVENUE CREDIT; CREATING A JOINT COUNTY INDUSTRIAL AND BUSINESS PARK BETWEEN OCONEE COUNTY AND PICKENS COUNTY SO AS TO DESIGNATE THE PROPERTY OF THE PROJECT AS PART OF THE PARK; AUTHORIZING THE EXECUTION AND DELIVERY OF ONE OR MORE GRANT AGREEMENTS; AUTHORIZING THE CONVEYANCE OF CERTAIN REAL ESTATE FOR PROJECT QUESO; AND OTHER RELATED MATTERS.

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

WHEREAS, the County has caused to be prepared and presented to the Council the form of an agreement (“MCIP Agreement”) for Development of a Joint County Industrial Park (Project Queso) by and between the County and Pickens County (“Park”), the substantially final form of which is attached as Exhibit C, pursuant to which certain real property consisting of approximately 24.34 acres in the Oconee Industry & Technology Park, as further described on the attached Exhibit A (the “Project Site”) shall be located in a Park upon the approval of this Ordinance by the Council and the approval of a separate ordinance by the Pickens County Council;

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

Negotiated FILOT”);

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

WHEREAS, a company identified for the time being as Project Queso, acting for itself, one or more current or future affiliates and other project sponsors (collectively, “Company”) proposes to invest in, or cause others to invest in, the establishment or expansion of a manufacturing facility in the County (“Project”), which the Company expects will result in the investment of approximately \$10,160,000 in taxable property and the creation of approximately 32 new, full-time equivalent jobs;

WHEREAS, the Company has identified the Project Site in the County as an appropriate site for the Project, subject to satisfactory due diligence investigations;

WHEREAS, the Project Site is owned by the County and the County desires to convey the Project Site to the Sponsor upon the terms described in the Purchase and Sale Agreement attached hereto as Exhibit E (the “PSA”);

WHEREAS, pursuant to an Inducement Resolution adopted by the Council on February [], 2022, the County identified the Project as a “project” as provided in the Act and gave preliminary approval to certain incentives;

WHEREAS, the Company has caused to be prepared and presented to this meeting the form of the Fee in Lieu of *Ad Valorem* Taxes and Special Source Revenue Credit Agreement, attached as Exhibit B, by and between the County and the Company (“Fee Agreement”), which provides for (i) fee in lieu of tax payments utilizing a 6% assessment ratio for a period of 20 years for the Project or each component thereof placed in service during the investment period as provided according to the Act; and (ii) SSRCs with a term of 5 years with respect to the Negotiated FILOT payments; and

WHEREAS, it appears that the Fee Agreement, the MCIP Agreement, and the PSA, each of which are now before this meeting, are in appropriate form and are each an appropriate instrument to be executed and delivered by the County for the purposes intended.

WHEREAS, at the Company’s request, the County intends to acknowledge and approve a grant agreement related to the Project (the “Grant Agreement”) as is attached, in substantially final form, to this Ordinance as Exhibit D.

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

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

(a) The Project will constitute a “project” as that term is referred to and defined in the Act, and the County’s actions herein will subserve the purposes and in all respects conform to the provisions and requirements of the Act;

(b) The Project and the payments in lieu of taxes set forth herein are beneficial to the County, and the County has evaluated the Project based on all criteria prescribed by law, including the anticipated dollar amount and nature of the investment to be made and the anticipated costs and benefits to the County;

(c) The Project is anticipated to benefit the general public welfare of the County by providing

services, employment, recreation, or other public benefits not otherwise adequately provided locally;

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

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

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

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

Section 2. *Multi-County Park.* The County intends to use its commercially reasonable efforts to designate the Project and the Land as part of the Park or a separate multi-county industrial or business park, if not already so designated, and intends to use its commercially reasonable efforts to maintain the Project and the Land within the boundaries of a multi-county industrial or business park pursuant to the provisions of the Multi-County Park Act and Article VIII, Section 13(D) of the State Constitution on terms which provide, for all jobs created at the Project through the end of the investment period set forth in the MCIP Agreement, any additional job tax credits afforded by the laws of the State for projects located within multi-county industrial or business parks, and on terms, and for a duration, which facilitate the special source revenue credits set forth in the recitals of this Ordinance. Sharing of expenses and revenues of the County and Pickens County shall be as set forth in the MCIP Agreement (or applicable agreement related to any subsequent multi-county industrial or business park).

Section 4. *Authorization of an Approval of Form of Fee Agreement, MCIP Agreement, PSA, and Grant Agreement.* To promote industry, develop trade, and utilize and employ the manpower, products, and natural resources of the State by assisting the Company to expand or locate a manufacturing facility in the State, the Fee Agreement, the MCIP Agreement, the PSA, and the Grant Agreement are each authorized and approved. The form of the Fee Agreement, the MCIP Agreement, the Grant Agreement, and the PSA presented at this meeting, respectively, as attached as Exhibit B, Exhibit C, Exhibit D, and Exhibit E, are each approved, and all of the terms of each are incorporated in this Ordinance by reference as if the Fee Agreement, the MCIP Agreement, the PSA, and the Grant Agreement were set out in this Ordinance in their entirety. The Chairman of the County Council, and the Clerk to County Council are each authorized, empowered, and directed to execute, acknowledge, and deliver the Fee Agreement, the MCIP Agreement, the PSA, and the Grant Agreement in the name of and on behalf of the County, and to cause the executed Fee Agreement, PSA, and the Grant Agreement to be delivered to the Company and the executed MCIP Agreement to be delivered to Pickens County. The Fee Agreement, the MCIP Agreement, the PSA and the Grant Agreement are in substantially the form now before this meeting, with such changes therein as shall not be materially adverse to the County and as shall be approved by the officials of the County executing the same, on the advice of Counsel to the County, such official's execution thereof to constitute conclusive evidence of such official's approval of any and all changes or revisions therein from the form of the Fee Agreement, the MCIP Agreement, the PSA, and the Grant Agreement now before this meeting.

Section 5. *Authorization for County Officials to Act.* The Chairman of the County Council, the Clerk to County Council, and the County Administrator, for and on behalf of the County, are each authorized and directed to do each thing that is reasonably necessary and prudent to effect the execution and delivery of the Fee Agreement, the MCIP Agreement, the PSA, and the Grant Agreement and the performance of all obligations of the County under and pursuant to this Ordinance and Fee Agreement, the MCIP Agreement, the PSA, and the Grant Agreement.

Section 6. *General Repealer.* Each order, resolution, ordinance, or part of the same in conflict with this Ordinance, is, to the extent of that conflict, repealed.

Section 7. *Effective Date.* This Ordinance is effective at its approval following a public hearing and third reading.

[ONE SIGNATURE PAGE AND 3 EXHIBITS FOLLOW]
[REMAINDER OF PAGE INTENTIONALLY BLANK]

Passed and approved: March [], 2022

OCONEE COUNTY, SOUTH CAROLINA

By: _____
John Elliot, Chairman
Oconee County Council

[SEAL]

ATTEST:

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

First Reading: February 15, 2022
Second Reading: March 01, 2022
Public Hearing: March 15, 2022
Third Reading: March 15, 2022

EXHIBIT A
DESCRIPTION OF PROJECT QUESO PROPERTY
[LEGAL DESCRIPTION TO BE UPDATED PRIOR TO ENACTMENT]

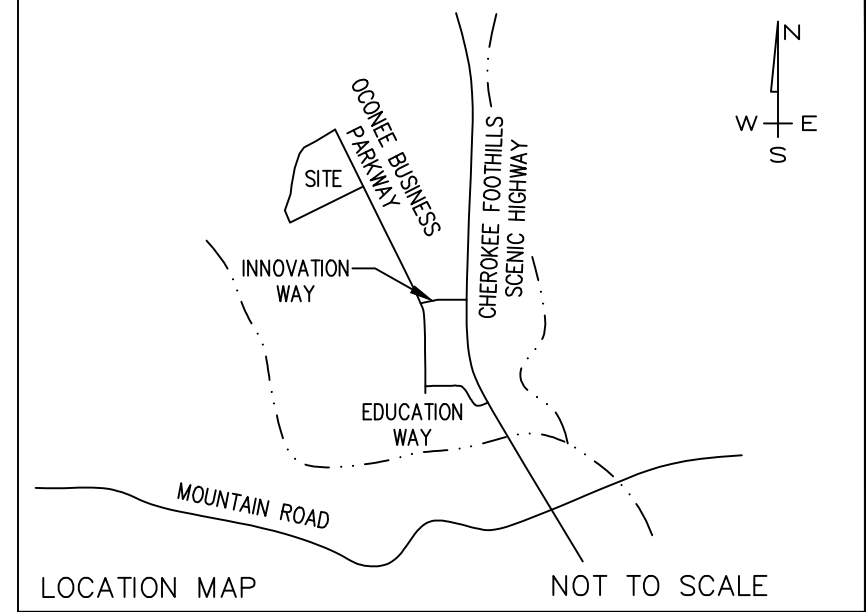
EXHIBIT B
FORM OF FEE IN-LIEU OF *AD VALOREM* TAXES AND
SPECIAL SOURCE REVENUE CREDIT AGREEMENT

EXHIBIT C
FORM OF MCIP AGREEMENT

EXHIBIT D
FORM OF GRANT AGREEMENT

EXHIBIT E
FORM OF PURCHASE AND SALE AGREEMENT

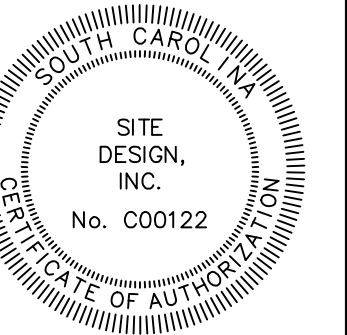
NOTE: EXCEPT AS SPECIFICALLY STATED OR SHOWN ON THIS PLAN, THIS SURVEY DOES NOT PURPORT TO REFLECT ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE TO THE SUBJECT REAL ESTATE: RIGHTS-OF-WAY, EASEMENTS, OTHER THAN POSSIBLE EASEMENTS THAT WERE VISIBLE AT THE TIME OF MAKING THIS SURVEY; BUILDING SETBACK LINES; RESTRICTIVE COVENANTS; SUBDIVISION RESTRICTIONS; ZONING OR OTHER LAND USE REGULATIONS AND ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE. - ANY FLOOD PLAIN DATA SHOWN HEREON IS AN APPROXIMATE LOCATION GRAPHICALLY PLOTTED FROM THE REFERENCED FEMA MAP UNLESS OTHERWISE NOTED. - THIS SURVEY DOES NOT CONSTITUTE A TITLE RESEARCH, FLOOD STUDY, WETLAND DELINEATION OR ENVIRONMENTAL INSPECTION BY SURVEYOR.



I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREIN WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARDS OF PRACTICE MANUAL FOR SURVEYING IN SOUTH CAROLINA AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY AS SPECIFIED THEREIN; ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.

REF
DB 1812-142
PB B609-7

A. CLAY JONES, P.L.S.
S.C. REG. NO. 26210



N/F OCONEE COUNTY
PT TM# 221-00-01-001
DB 1812-142
PB B609-7

AREA
1,060,246 SQ. FT.
24.340 ACRES
(INCLUDES HWY AND ALL R/W)

TBM MAG NAIL
N=1,051,294.3833'
E=1,381,838.5003'
ELEV.=890.77'
(NAD83/NAVD88)

TBM MAG NAIL
N=1,050,986.4319'
E=1,381,975.0812'
ELEV.=886.61'
(NAD83/NAVD88)

N/F OCONEE COUNTY
PT TM# 221-00-01-001
DB 1812-142
PB B609-7

N/F OCONEE COUNTY
PT TM# 221-00-01-001
DB 1812-142
PB B609-7

N/F HORTON, INC.
TM# 221-00-01-114
DB 2489-36
PB B686-1

TOPO NOTES:
1. ELEVATIONS ARE BASED ON NAVD88 (SCVRS)
2. CONTOURS ARE SHOWN AT 1' INTERVALS

CAUTION

THE UTILITIES SHOWN ARE SHOWN FOR THE CONTRACTOR'S CONVENIENCE ONLY. THERE MAY BE OTHER UTILITIES NOT SHOWN ON THESE PLANS. THE SURVEYOR ASSUMES NO RESPONSIBILITY FOR THE LOCATIONS SHOWN AND IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE LOCATIONS OF ALL UTILITIES WITHIN THE LIMITS OF THE WORK. ALL DAMAGE MADE TO EXISTING UTILITIES BY THE CONTRACTOR SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

LEGEND

BL BUILDING LINE	TEL TELEPHONE PEDESTAL	TC/BC TOP/BOTTOM CURB
CL CENTERLINE	ELM ELECTRIC METER	TW/BW TOP/BOTTOM WALL
CMP CORRUGATED METAL PIPE	CB CATCH BASIN	VCP VITRIFIED CLAY PIPE
CT CRIMP TOP	DI DROP INLET	WM WATER METER
DE DRAINAGE EASEMENT	ELEC TRANS	WV WATER VALVE
EP EDGE OF PAVEMENT	ELEVATION	WV WATER VALVE
IPO IRON PIN OLD	FR FIRE HYDRANT	X FENCE LINE
IPS IRON PIN SET	GM GAS METER	FOC FIBER OPTIC CABLE
N&C NAIL & CAP	GV GAS VALVE	GL GAS LINE
OP OPEN TOP	LP LIGHT POLE	OP OVERHEAD POWER
RB REBAR	PP POWER POLE	OHT OVERHEAD TELEPHONE
RCP REINFORCED CONC PIPE	GP GUY ANCHOR	SD STORM DRAIN
R/W RIGHT OF WAY	SDM SD MANHOLE	SS SANITARY SEWER
SD STORM DRAIN	SSM SS MANHOLE	UOP UNDERGROUND POWER
SS SANITARY SEWER	TMH TELEPHONE MANHOLE	UGT UNDERGROUND TEL
SSE SE EASEMENT	CO CLEAN OUT	W WATER LINE

SURVEY FOR
AGRACEL, INC.
GREENVILLE COUNTY, SOUTH CAROLINA

SCALE 1"=100'	PROPERTY ADDRESS OCONEE BUSINESS PARKWAY	TAX PIN PT 221-00-01-001
DATE 12/8/21	FIELD CREW JM/NL	DRAWN BY ZT

SITE DESIGN, INC.
CIVIL ENGINEERS - SURVEYORS - LANDSCAPE ARCHITECTS

225 ROCKY CREEK ROAD, GREENVILLE, SC 29615
PH: (864)271-0496
www.sitedesign-inc.com

**FEE-IN-LIEU OF *AD VALOREM* TAXES AND
SPECIAL SOURCE REVENUE CREDIT AGREEMENT**

BETWEEN

PROJECT QUESO, AS SPONSOR

AND

OCONEE COUNTY, SOUTH CAROLINA

EFFECTIVE: [_____]

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**FEE-IN-LIEU OF AD VALOREM TAXES AND
SPECIAL SOURCE REVENUE CREDIT AGREEMENT**

THIS FEE-IN-LIEU OF *AD VALOREM* TAXES AND SPECIAL SOURCE REVENUE CREDIT AGREEMENT ("**Fee Agreement**") is entered into, effective, [____], between Oconee County, South Carolina ("**County**"), a body politic and corporate and a political subdivision of the State of South Carolina ("**State**"), acting through the Oconee County Council ("**County Council**") as the governing body of the County, and [____], a corporation organized and existing under the laws of the State of [____], previously identified as Project Queso ("**Sponsor**").

WITNESSETH:

WHEREAS, the County is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 ("**Act**") of the Code of Laws of South Carolina 1976, as amended ("**Code**"): (i) to enter into agreements with certain entities meeting the requirements of the Act to construct, operate, maintain, and improve certain industrial and commercial properties through which the economic development of the State of South Carolina will be promoted and trade developed by inducing corporate headquarters, manufacturing and commercial enterprises to locate and remain in the State of South Carolina and thus utilize and employ the manpower, agricultural products, and natural resources of the State; (ii) to covenant with such investors to accept certain payments in lieu of *ad valorem* taxes with respect to the project; and (iii) to maintain, create or expand, in conjunction with one or more other counties, a multi-county industrial park in order to afford certain enhanced income tax credits to such investors;

WHEREAS, County is authorized and empowered under and pursuant to Title 4, Chapter 1 of the Code, including Section 4-1-175 thereof, and, by incorporation, Section 4-29-68 of the Code, and by Article VIII, Section 13 of the South Carolina Constitution (collectively, "**Multi-County Park Act**") to establish or expand a multicounty industrial or business park and grant certain special source revenue credits against the fee in lieu of tax payments generated by such multicounty business park to pay costs of designing, acquiring, constructing improving or expanding (i) infrastructure serving a project or the County, and (ii) for improved or unimproved real estate and personal property including machinery and equipment used in the operating of a manufacturing or commercial enterprise ("**Infrastructure**"), and to provide for certain enhanced income tax credits to businesses located in such multicounty industrial or business park;

WHEREAS, the Sponsor proposes to establish a manufacturing facility on the real estate described in Exhibit A attached hereto ("**Real Property**") in Oconee County, South Carolina ("**Project**");

WHEREAS, the Project will involve an expected investment in taxable real and taxable personal property of at least \$10,160,000 during a five-year period, which would meet the minimum investment requirement under the Act;

WHEREAS, the Project is also expected to create not less than 32 new, full-time jobs in the County within the same five-year period;

WHEREAS, based solely on information supplied by the Company to the County, pursuant to the Act, the County has determined that (a) the Project (as defined herein) is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (b) the Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against its general credit or taxing power; (c) the purposes to be accomplished by the Project are proper governmental and public purposes; and (d) the benefits of the Project are greater than the costs;

WHEREAS, the County Council adopted an inducement resolution on [____], and enacted an ordinance on [____], ("**Fee Ordinance**"), as an inducement to the Sponsor to develop the Project and at the Sponsor's request, the County Council authorized the County to enter into this Fee Agreement as a fee-in-lieu of ad valorem tax agreement with the Sponsor which identifies the property comprising the Project as Economic Development Property under the Act subject to the terms and conditions hereof;

WHEREAS, the Project constitutes Economic Development Property within the meaning of the Act; and

WHEREAS, for the purposes set forth above, based on information regarding the Project provided by the Sponsor to the County, the County has determined that it is in the best interests of the County to enter into this Fee Agreement with the Sponsor subject to the terms and conditions herein set forth.

NOW, THEREFORE, AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, the parties hereto agree as follows, with the understanding that no obligation of the County described herein shall create a pecuniary liability or charge upon its general credit or taxing powers, but shall be payable solely out of the sources of payment described herein and shall not under any circumstances be deemed to constitute a general obligation to the County:

ARTICLE I PROJECT OVERVIEW

Section 1.1. *Agreement to Waive Requirement of Recapitulation.* Pursuant to Section 12-44-55(B) of the Act, the County and the Sponsor agree to waive the requirement of including in this Agreement the recapitulation information as set forth in Section 12-44-55(A) of the Act. If the Sponsor should be required retroactively to comply with the recapitulation requirements of Section 12-44-55 of the Act, then the County agrees, to the extent permitted by law, to waive all penalties (if any) of the County for the Sponsor's noncompliance that are within the County's control.

Section 1.2. *Rules of Construction; Defined Terms.* In addition to the words and terms elsewhere defined in this Fee Agreement, the terms defined in this Article shall have the meaning herein specified, unless the context clearly requires otherwise. The definition of any document shall include any amendments to that document unless the context clearly indicates otherwise.

"Act" shall mean Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended, and all future acts supplemental thereto or amendatory thereof.

"Act Minimum Investment Requirement" shall mean an investment of at least \$2,500,000 by the Sponsors of eligible economic development property under the Act.

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

"Chairman" shall mean the Chairman of the County Council of Oconee County, South Carolina.

"Commencement Date" shall mean the last day of the property tax year during which Economic Development Property is first placed in service, except that this date must not be later than the last day of the property tax year which is three years from the year in which the County and the Sponsor execute this Fee Agreement.

"County" shall mean Oconee County, South Carolina, a body politic and corporate and political subdivision of the State of South Carolina, its successors, and assigns, acting by and through the Oconee County Council as the governing body of the County.

"County Council" shall mean the Oconee County Council, the governing body of the County.

"Diminution of Value" in respect of any Phase of the Project shall mean any reduction in the value based on original fair market value as determined in Step 1 of Section 4.1 of this Fee Agreement, of the items which constitute a part of the Phase which may be caused by (i) the Sponsor's removal of equipment

pursuant to Section 4.7 of this Fee Agreement, (ii) a casualty to the Phase of the Project, or any part thereof, described in Section 4.8 of this Fee Agreement or (iii) a condemnation to the Phase of the Project, or any part thereof, described in Section 4.9 of this Fee Agreement.

“Economic Development Property” shall mean all items of real and tangible personal property comprising the Project which are eligible for inclusion as economic development property under the Act, become subject to this Fee Agreement, and which are identified by the Sponsor in connection with its annual filing of a SCDOR PT-300 or comparable form with the South Carolina Department of Revenue (as such filing may be amended from time to time) for each year within the Investment Period. Title to all Economic Development Property shall at all times remain vested in the Sponsor, except as may be necessary to take advantage of Section 12-44-160 of the Act.

“Equipment” shall mean all of the equipment, office furniture, and fixtures, together with any and all additions, accessions, replacements, and substitutions thereto or therefor to the extent such equipment and fixtures are not part of the Improvements.

“Event of Default” shall mean any Event of Default specified in Section 4.19 of this Fee Agreement.

“Fee Agreement” shall mean this Fee-In-Lieu of Ad Valorem Taxes and Special Source Revenue Credit Agreement.

“Fee Term” or “Term” shall mean the period from the date of delivery of this Fee Agreement until the last Phase Termination Date unless sooner terminated or extended pursuant to the terms of this Fee Agreement.

“FILOT” shall mean a fee-in-lieu of taxes pursuant to the Act or pursuant to the Multi-County Park Act, as the context requires.

“FILOT Payments” shall mean the Negotiated FILOT Payments.

“FILOT Revenues” shall mean the revenues received by the County from the Sponsor’s payment of Negotiated FILOT Payments.

“Improvements” shall mean the buildings, structures and other improvements constructed or to be constructed or installed upon the Real Property as part of the implementation of the Project.

“Infrastructure” means (i) the infrastructure serving the County or the Project, and (ii) improved and unimproved real estate. Upon the written election by the Sponsor and notice to the County, personal property, including machinery and equipment, used in the operation of a manufacturing or commercial enterprise, and such other items as may be described in or permitted under Section 4-29-68 of the Code shall also be included in the definition of Infrastructure.

“Infrastructure Credit” means an “infrastructure improvement credit” as defined in the Act.

“Investment Commitment” shall mean the investment in taxable real and personal property at the Project of at least \$10,160,000 by the last day of the 5th property tax year following the property tax year in which Economic Development Property is first placed in service.

“Investment Period” shall mean the period commencing on the Commencement Date and ending on the last day of the 5th property tax year following the Commencement Date.

“Job Commitment” shall mean the creation at the Project of not less than 32 new, full-time jobs by the last day of the 5th property tax year following the property tax year in which Economic Development Property is first placed in service.

“Multi-County Park” shall mean that multi-county industrial/business park established pursuant to a

qualifying Multi-County Park Act agreement between the County and Pickens County, dated [], 2022 (“MCIP Agreement”), and any amendments thereto, or any successor multi-county industrial/business park agreement thereto.

“Negotiated FILOT Payments” shall mean any fee in lieu of tax payments due pursuant to an agreement entered between the Sponsor and the County under the Act, including those under Section 4.1 hereof, with respect to that portion of the Project consisting of Economic Development Property.

“Phase” or “Phases” in respect of the Project shall mean the Real Property, Building and Equipment placed in service during each year of the Investment Period.

“Phase Termination Date” shall mean with respect to each Phase of the Project the last day of the property tax year that is no later than the 19th year following the first property tax year in which an applicable piece of economic development property is placed in service.

“Project” shall mean the Real Property, Improvements, and the Equipment, together with the acquisition and installation thereof as acquired, in Phases.

“Qualifying Infrastructure Costs” shall mean the costs of the Infrastructure.

“Real Property” shall mean the land identified on Exhibit A, together with all and singular rights, members, hereditaments, and appurtenances belonging or in any way incident or appertaining thereto to the extent such become a part of the Project under this Fee Agreement, all improvements hereafter situated thereon, and all fixtures hereafter attached thereto, to the extent such improvements and fixtures become part of the Project under this Fee Agreement.

“Replacement Property” shall mean any property which is placed in service as a replacement for any item of Equipment which is scrapped or sold by the Sponsor and treated as a Removed Component hereunder regardless of whether such property serves the same function as the property it is replacing and regardless of whether more than one piece of property replaces any item of Equipment, but only to the extent that such property may be included in the calculation of the FILOT pursuant to Section 4.1 hereof and Section 12-44-60 of the Code.

“Retroactive Tax Payment” shall mean the payment due if the Sponsor fails to meet the Act Minimum Investment Requirement in an amount equal to the difference between ad valorem property taxes on the Real Property, Improvements, and the Equipment subject to payments in lieu of taxes under this Fee Agreement computed as if this Fee Agreement had not been in effect for such retroactive period and FILOT Payments made under this Fee Agreement for that retroactive period, taking into account exemptions and/or abatements from property taxes that would have been available to the Sponsor, including but not limited to any exemption and/or abatement provided pursuant to Section 12-37-220(A)(7) of the Code

“Special Source Revenue Credit” or “SSRC” shall mean the special source revenue credit granted by the County pursuant to the Multi-County Park Act, including Section 4-1-175 thereof, and, by incorporation, Section 4-29-68 of the Code, and by Article VIII, Section 13 of the South Carolina Constitution, as further described in Section 4.2 hereof.

“Sponsor” shall mean [___], previously identified as Project Queso, a [_____] corporation duly qualified to transact business in the State and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any assignee hereunder which is designated by the Sponsor and approved or ratified by the County.

“Sponsor Affiliate” means an entity that participates in the investment at the Project and, following receipt of any required County approval pursuant to Section 9.1 of this Fee Agreement, joins this Fee Agreement by delivering a Joinder Agreement, the form of which is attached as Exhibit B to this Fee Agreement.

Any reference to any agreement or document in this Article I or otherwise in this Fee Agreement shall be deemed to include any and all amendments, supplements, addenda, and modifications to such agreement or document.

ARTICLE II REPRESENTATIONS AND WARRANTIES

Section 2.1. *Representations of the County.* The County hereby represents and warrants to the Sponsor as follows:

(a) The County is a body politic and corporate and a political subdivision of the State which acts through the County Council as its governing body and by the provisions of the Act is authorized and empowered to enter the transactions contemplated by this Fee Agreement and to carry out its obligations hereunder. The County has duly authorized the execution and delivery of this Fee Agreement and any and all other agreements described herein or therein.

(b) Based on representations by the Sponsor, County Council evaluated the Project based on all relevant criteria including the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment resulting from the Project, and the anticipated costs and benefits to the County and following the evaluation, the County determined that (i) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (ii) the Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against its general credit or taxing power; (iii) the purposes to be accomplished by the Project are proper governmental and public purposes; and (iv) the benefits of the Project are greater than the costs.

(c) Based on representations by the Sponsor, the Project constitutes a “project” within the meaning of the Act.

(d) By proper action of the County Council, the County has duly authorized the execution and delivery of this Agreement and any and all actions necessary and appropriate to consummate the transactions contemplated hereby.

(e) This Agreement has been duly executed and delivered on behalf of the County.

(f) The County agrees to use its best efforts to cause the Real Property to be located within the Multi-County Park, and the County will diligently take all reasonable acts to ensure that the Project will continuously be included within the boundaries of the Multi-County Park or another multi-county park for a term of at least 20 years in order that the maximum tax benefits afforded by the laws of the State of South Carolina for projects in the County located within multi-county industrial parks will be available to the Sponsor.

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

(h) The Multi-County Park is validly authorized and approved by the County and, to the best of the County’s knowledge, the Multi-County Park is validly authorized and approved by Pickens County, South Carolina. The MCIP Agreement has been authorized and executed by the County and by Pickens County, South Carolina, and the County has not challenged or terminated and has no knowledge of Pickens County having terminated or challenged the validity of the Multi-County Park.

Section 2.2. *Representations of the Sponsor.* The Sponsor hereby represents and warrants to the

County as follows:

(a) The Sponsor is duly organized and in good standing under the laws of the State of [____], has power to enter into this Fee Agreement, and by proper company action has duly authorized the execution and delivery of this Fee Agreement.

(b) The Sponsor's execution and delivery of this Fee Agreement and its compliance with the provisions hereof will not result in any material default, not waived, or cured, under any company restriction or any material agreement or instrument to which the Sponsor is now a party or by which it is bound.

(c) The Sponsor intends to operate the Project as a "project" within the meaning of the Act as in effect on the date hereof. The Sponsor intends to develop, construct, install and operate, as applicable, certain facilities on the Real Property to conduct its manufacturing facility, and any other legal activities and functions with respect thereto, and for such other purposes permitted under the Act as the Sponsor may deem appropriate.

(d) The availability of the payment in lieu of taxes regarding the Economic Development Property authorized by the Act has, together with other incentives offered, induced the Sponsor to undertake the Project in the County.

(e) The Sponsor plans and intends to achieve its Investment Commitment and Job Commitment by the end of the Investment Period.

(f) The income tax year of the Sponsor, and accordingly the property tax year, for federal income tax purposes, ends on December 31.

(g) The Sponsor has retained legal counsel to confirm or has had a reasonable opportunity to consult legal counsel to confirm, its eligibility for the FILOT and other incentives granted by this Fee Agreement and has not relied on the County, its officials, employees, or legal representatives with respect to any question of eligibility or applicability of the FILOT and other incentives granted by this Fee Agreement.

ARTICLE III THE PROJECT

Section 3.1. *The Project.* Pursuant to the Act, the Sponsor and the County hereby agree that the property comprising the Project shall be Economic Development Property as defined under the Act and therefore exempt from ad valorem taxation.

Section 3.2. *Diligent Completion.* The Sponsor agrees to use its reasonable efforts to cause the acquisition, construction, and installation of the Project to be completed as soon as practicable.

Section 3.3. *Multi-County Park.* By December 31, 2022, the County will use its reasonable efforts to cause the Real Property to be placed in the Multi-County Park (if not already in the Multi-County Park) and to be maintained in the Multi-County Park or in some other multicounty industrial or business park within the meaning of the Multi-County Park Act for at least as long as the SSRC is to be provided to the Sponsor under this Fee Agreement.

Section 3.4. *Leased Property.* To the fullest extent that State law allows or is revised or construed to permit leased assets including a building, or personal property to be installed in a building, to constitute Economic Development Property, then any property leased by the Sponsor is, at the election of the Sponsor, deemed to be Economic Development Property for purposes of this Fee Agreement.

ARTICLE IV PAYMENTS IN LIEU OF TAXES AND SPECIAL SOURCE REVENUE CREDIT

Section 4.1. Negotiated FILOT Payments. The Project is exempt from ad valorem taxation, but the Sponsor is required to make payments in lieu of *ad valorem* taxes to the County with respect to the Project. Inasmuch as the Sponsor anticipates the Project will involve an initial investment of sufficient sums to qualify to enter a negotiated fee in lieu of tax arrangement under Section 12-44-50(A)(1) of the Act, the County and the Sponsor have negotiated the amount of the payments in lieu of taxes in accordance therewith. In accordance therewith, the Sponsor shall make payments in lieu of *ad valorem* taxes on all the Equipment, Improvements and Real Property which collectively comprise the Project and are placed in service, as follows: the Sponsor shall make payments in lieu of *ad valorem* taxes with respect to each Phase of the Project placed in service, said payments to be made annually and to be due and payable and subject to penalty assessments on the same dates and in the same manner as prescribed by the County for *ad valorem* taxes, less the SSRC. The amount of such equal annual payments in lieu of taxes shall be determined by the following procedure (subject, in any event, to the required procedures under the Act):

Step 1: The fair market value of the Phase calculated as set forth in the Act, multiplied by,

Step 2: An assessment ratio of 6% to the fair market value as determined for each year in Step 1 to establish the taxable value of each Phase of the Project in the year it is placed in service and in each of the 20 years thereafter,

Step 3: Use a fixed millage rate of 227.8 mills, which is the millage rate as of June 30, 2021, to determine the amount of the payments in lieu of taxes which would be due in each year of the Fee Term on the payment dates prescribed by the County for such payments or such longer period of years that the annual fee payment is permitted to be made by the Sponsor under the Act, as amended.

Step 4: Reduce the calculated amounts determined in the previous Steps by the SSRC as described in Section 4.2 herein. The SSRC shall be applied as a reduction of the amount due and will be shown on the bill sent by the County to the Sponsor.

The Sponsor shall be entitled to an Investment Period of 5 years under this Fee Agreement as provided in the Act.

In the event that the Act and/or the above-described payments in lieu of taxes are declared invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions that such payments and this Fee Agreement be reformed so as to most closely effectuate the legal, valid, and enforceable intent thereof and so as to afford the Sponsor with the benefits to be derived hereof, it being the intention of the County to offer the Sponsor an inducement in the amounts and duration contemplated by this Fee Agreement to locate the Project in the County. If the Project is deemed to be subject to *ad valorem* taxation, the payment in lieu of *ad valorem* taxes to be paid to the County by the Sponsor shall become equal to the amount which would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the Project were and had not been Economic Development Property under the Act. In such event, any amount determined to be due and owing to the County from the Sponsor with respect to a year or years for which payments in lieu of *ad valorem* taxes have been previously remitted by the Sponsor to the County hereunder, shall be reduced by the total amount of payments in lieu of *ad valorem* taxes made by the Sponsor with respect to the Project pursuant to the terms hereof.

If the Sponsor fails to meet the Act Minimum Investment Requirement, then the Fee Agreement shall terminate, and the Sponsor shall owe the County the Retroactive Tax Payment. The repayment obligations arising under this Section survives termination of this Fee Agreement.

Section 4.2. Special Source Revenue Credit. The County hereby grants to the Sponsor, subject to the provisions herein, and the Sponsor hereby accepts from the County, a SSRC, in reimbursement of investment in Qualifying Infrastructure Costs to be applied to its FILOT Payments. In no event may the Sponsor's aggregate SSRC claimed pursuant to this Section exceed the aggregate amount of Qualifying Infrastructure Costs. The SSRC commences with the property tax year after the year in which the first phase

of the Project is placed in service and shall remain effective and will be a 30% SSRC for 5 years.

To claim each SSRC, the Sponsor shall file with the County Administrator, the County Auditor, and the County Treasurer, no later than the date on which the FILOT Payment is due in each year in which the Sponsor is entitled to claim an SSRC, an Annual Special Source Revenue Credit Certification, the form of which is attached as Exhibit C (the "Certification"), showing the amount of aggregate investment in qualifying infrastructure and the calculation of the SSRC. Failure to timely file the Certification shall not result in a forfeiture of the SSRC for such year, but the County will not deduct the SSRC from the FILOT bill until the Certification is submitted by the Company. The County is entitled to confirm the information (including the calculation) on the Certification prior to deducting the amount of the SSRC from the FILOT payment due by the Sponsor on the FILOT bill. If the information contained on the Certification is correct, then the County shall deduct the SSRC amount from the FILOT bill. In no event is the County required to deduct any SSRC amount from the FILOT bill while any of the Sponsor's taxes or FILOT Payments have been invoiced by the County but remain outstanding, including for any taxes or FILOT Payments that may have been protested by the Sponsor.

Section 4.3. Claw Back. If the Sponsor does not meet 90% of the Investment Commitment by the end of the Investment Period, then the Sponsor shall repay a pro rata amount of any SSRCs claimed to the County and the percentage of the SSRC shall be reduced by a percentage equal to the amount of the repayment calculation. The pro rata repayment amount is calculated as follows:

$$\text{Aggregate SSRC} * (1 - (\text{Actual Investment} / 90\% * \text{Investment Commitment})) = \text{Repayment Amount}$$

For example, if the Sponsor has claimed an aggregate of \$100,000 in Special Source Revenue Credits during the applicable credit period but does not meet the Investment Commitment by the end of the Investment Period, but instead only makes an investment of \$8,636,000 by the end of the Investment Period, then the Sponsor would be required to repay to the County approximately \$5,556, calculated as follows:

$$(1 - (8,636,000 / 9,144,000)) = 0.05556$$

$$\$100,000 * 0.05556 = \$5,556$$

Any payment made under this Section 4.2, shall be due no more than 15 days after the date after which *ad valorem* taxes become delinquent and shall be treated as a FILOT Payment under this Fee Agreement and shall be subject to statutory interest if not paid when due pursuant to Section 12-54-25 of the Code, as allowed under the FILOT Act.

Section 4.4. Payments in Lieu of Taxes on Replacement Property. If the Sponsor elects to replace any Removed Components (as defined below) and to substitute such Removed Components with Replacement Property as a part of the Project, then, pursuant, and subject to Section 12-44-60 of the Act, the Sponsor shall make statutory payments in lieu of *ad valorem* taxes with regard to such Replacement Property as follows (subject in all events to the applicable provisions of the Act):

(a) to the extent that the income tax basis of the Replacement Property ("**Replacement Value**") is less than or equal to the original income tax basis of the Removed Components ("**Original Value**") the amount of the payments in lieu of taxes to be made by the Sponsor with respect to such Replacement Property shall be calculated in accordance with Section 4.1 hereof; provided, however, in making such calculations, the original cost to be used in Step 1 of Section 4.1 shall be equal to the lesser of (x) the Replacement Value and (y) the Original Value, and the number of annual payments to be made with respect to the Replacement Property shall be equal to the remainder of the term of this Fee Agreement; and

(b) to the extent that the Replacement Value exceeds the Original Value of the Removed Components ("**Excess Value**"), the payments in lieu of taxes to be made by the Sponsor with respect to the Excess Value shall be equal to the payment that would be due if the property were not Economic Development Property but subject to the provisions of Section 4.2 hereof.

Section 4.5. Reductions in Payments in Lieu of Taxes Upon Removal, Condemnation or Casualty.

In the event of a Diminution of Value of any Phase of the Project, the payment in lieu of taxes with regard to that Phase of the Project shall be reduced in the same proportion as the amount of such Diminution of Value bears to the original fair market value of that Phase of the Project as determined pursuant to Step 1 of Section 4.1 hereof.

Section 4.6. Place and Allocation of Payments in Lieu of Taxes. The Sponsor shall make the above-described payments in lieu of taxes directly to the County in accordance with applicable law.

Section 4.7. Removal of Equipment. The Sponsor shall be entitled to remove the following types of components or Phases of the Project from the Project with the result that said components or Phases (“**Removed Components**”) shall no longer be subject to the terms of this Fee Agreement: (a) components or Phases of the Project or portions thereof which the Sponsor, in its sole discretion, determines to be inadequate, obsolete, uneconomic, worn-out, damaged, unsuitable, undesirable or unnecessary; or (b) components or Phases of the Project or portions thereof which the Sponsor, in their sole discretion, elects to remove pursuant to Section 4.8(c) or Section 4.9(b)(iii) hereof. To the extent that the SSRC is used as payment for personal property, including machinery and equipment, and the Removed Component is removed from the Project at any time during the life of the Negotiated FILOT Payment for said Removed Component, the amount of the Negotiated FILOT Payment on the Removed Component for the year in which the Removed Component was removed from the Project also shall be due for the two years immediately following the removal. To the extent that any SSRCs were used for both real property and personal property or infrastructure and personal property, all amounts will be presumed to have been first used for personal property. Notwithstanding the foregoing, if the Removed Component is removed from the Project but is replaced with qualifying Replacement Property, then the Removed Component will not be considered to have been removed from the property.

Section 4.8. Damage or Destruction of Project.

(a) *Election to Terminate.* In the event the Project is damaged by fire, explosion, or any other casualty, the Sponsor shall be entitled to terminate all or part of this Fee Agreement. In the property tax year in which the damage or casualty occurs and continues, the Sponsor is obligated to make FILOT Payments with respect to the damaged Economic Development Property only to the extent property subject to *ad valorem* taxes would have been subject to such taxes under the same circumstances for the period in question. If there has been only partial damage of the Project due to any of such casualties and the Sponsor elects to terminate this Agreement and the Sponsor has not met the Act Minimum Investment Requirement at the time of such termination, the Sponsor shall owe the County the Retroactive Tax Payment, but to the extent permitted by law if the Sponsor has met the Act Minimum Investment Requirement within the time period required under the Act, it shall owe no Retroactive Tax Payment.

(b) *Election to Rebuild.* In the event the Project is damaged by fire, explosion, or any other casualty, and if the Sponsor does not elect to terminate this Fee Agreement, then the Sponsor may in its sole discretion commence to restore the Project with such reductions or enlargements in the scope of the Project, changes, alterations, and modifications (including the substitution and addition of other property) as may be desired by the Sponsor. All such restorations and replacements shall be considered, to the extent permitted by law, substitutions of the destroyed portions of the Project and shall be considered part of the Project for all purposes hereof, including, but not limited to any amounts due by the Sponsor to the County under Sections 4.1 and 4.2 hereof.

(c) *Election to Remove.* In the event the Sponsor elects not to terminate this Fee Agreement pursuant to subsection (a) and elects not to rebuild pursuant to subsection (b), the damaged portions of the Project shall be treated as Removed Components.

Section 4.9. Condemnation.

(a) *Complete Taking.* If at any time during the term of this Fee Agreement title to or temporary use of

the entire Project should become vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation or the right of eminent domain, or by voluntary transfer under threat of such taking, or in the event that title to a portion of the Project shall be taken rendering continued occupancy and use of the Project commercially infeasible in the judgment of the Sponsor, the Sponsor shall have the option to terminate this Fee Agreement as of the time of vesting of title by sending written notice to the County within a reasonable period of time following such vesting.

(b) *Partial Taking.* In the event of a partial taking of the Project or transfer in lieu thereof, the Sponsor may elect: (i) to terminate this Fee Agreement; provided, however, that if the Sponsor has not met the Act Minimum Investment Requirement at the time of such termination, the Sponsor shall owe the County the Retroactive Tax Payment, but to the extent permitted by law if the Sponsor has met the Act Minimum Investment Requirement within the time period required under the Act, it shall owe no Retroactive Tax Payment; (ii) to repair and restore the Project, with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Sponsor; or (iii) to treat the portions of the Project so taken as Removed Components.

Section 4.10. Merger of Sponsor with Related Party. The County agrees that, without again obtaining the approval of the County, the Sponsor may merge with or be acquired by a related party so long as the surviving company has an equal or greater net asset value of the Sponsor and the merged entity assumes all duties and liabilities of the Sponsor set forth in this Fee Agreement.

Section 4.11. Indemnification Covenants.

(a) Except as provided in paragraph (d) below, the Sponsor shall indemnify and save the County, its employees, elected officials, officers and agents (each, "Indemnified Party") harmless against and from all liability or claims arising from the County's execution of this Agreement, performance of the County's obligations under this Agreement or the administration of its duties pursuant to this Agreement, or otherwise by virtue of the County having entered into this Agreement (collectively, "Losses").

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

(c) Notwithstanding anything in this Agreement to the contrary, the Sponsor is not required to indemnify any Indemnified Party against or reimburse the County for Losses or any other amounts due under this Section 4.11: (i) occasioned by the acts of that Indemnified Party, which are unrelated to the

execution of this Agreement, performance of the County's obligations under this Agreement, or the administration of its duties under this Agreement, or otherwise by virtue of the County having entered into this Agreement; (ii) to the extent that such Losses result from any Indemnified Party's negligence, bad faith, fraud, deceit, breach of this Agreement or willful misconduct; (iii) to the extent such amount exceeds the amount of the savings actually realized by Sponsor under this Agreement; or (iv) to the extent the amount exceeds \$350,000.

(d) An Indemnified Party may not avail itself of the indemnification or reimbursement of costs provided in this Section 4.11 unless it provides the Sponsor with prompt notice, reasonable under the circumstances, of the existence or threat of any claim or liability, including, without limitation, copies of any citations, orders, fines, charges, remediation requests, or other claims or threats of claims, to afford the Sponsor notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

The indemnity specified in this Section 4.11 shall survive the termination of this Fee Agreement with respect to liability arising out of any event or act occurring prior to such termination.

(c) The County is entitled to use counsel of its choice and the Sponsor shall, reimburse the County for all of its costs, including attorneys' fees, incurred in connection with the response to or defense against such liability or claims as described in paragraph (a), above. The County shall provide a statement of the costs incurred in the response or defense, and the Sponsor shall pay the County within 30 days of receipt of the statement. The Sponsor may request reasonable documentation evidencing the costs shown on the statement. However, the County is not required to provide any documentation which may be privileged or confidential to evidence the costs.

Section 4.12. Confidentiality/Limitation on Access to Project. The County acknowledges and understands that the Sponsor utilizes confidential and proprietary "state-of-the-art" trade equipment and techniques and that a disclosure of any information relating to such equipment or techniques, including but not limited to disclosures of financial or other information concerning the Sponsor's operations would result in substantial harm to the Sponsor. The Sponsor may clearly label any Confidential Information delivered to the County pursuant to this Fee Agreement as confidential information ("**Confidential Information**"). Therefore, subject to the provisions of Section 4.12 hereof, the County agrees that, except as required by law and pursuant to the County's police powers and except as deemed reasonably necessary by the County in the performance of its duties as tax assessor and collector, and/or its duties as Auditor, neither the County nor any employee, agent or contractor of the County: (i) shall request or be entitled to receive any such Confidential Information; (ii) shall request or be entitled to inspect the Project or any property associated therewith; provided, however, that if an Event of Default shall have occurred and be continuing hereunder, the County shall be entitled to inspect the Project provided they shall comply with the remaining provisions of this Section; or (iii) shall disclose or otherwise divulge any such Confidential Information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by State law. Prior to disclosing any confidential or proprietary information or allowing inspections of the Project or any property associated therewith, the Sponsor may require the execution of reasonable, individual, confidentiality and non-disclosure agreements by any officers, employees, or agents of the County or any supporting or cooperating governmental agencies who would gather, receive, or review such information or conduct or review the results of any inspections.

Section 4.13. Records and Reports. The Sponsor agrees to maintain or cause to be maintained and will make available to the County for inspection upon request of the County such books and records with respect to the Project as will permit the identification of the Equipment placed in service in each property tax year during the Investment Period, the amount of investment with respect thereto, and to comply with all reporting requirements of the State of South Carolina and the County applicable to property subject to payments in lieu of taxes under the Act, including without limitation the reports required by Section 12-44-90 of the Act (collectively, "**Filings**").

Notwithstanding any other provision of this Section 4.12, the Sponsor may designate as Confidential

Information any Filings delivered to the County segments thereof that the Sponsor believes contain proprietary, confidential, or trade secret matters. The County shall conform, to the extent permitted by law, with all reasonable, written requests made by the Sponsor with respect to maintaining confidentiality of such designated segments.

Section 4.14. *Payment of Administrative Expenses.* The Sponsor will reimburse the County from time to time for its Administrative Expenses promptly upon written request therefor, but in no event later than 60 days after receiving written notice from the County including a general statement of the amount and nature of the Administrative Expense and requesting the payment of the same. The payment by the Sponsor of the County's Administrative Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County's choice. The County does not anticipate the Sponsor's reimbursement of these expenses should exceed \$10,000 over the term of this Agreement, but in any event Sponsor shall not be liable for any of such expenses exceeding \$15,000, provided, however, this limit does not apply to Section 4.11 and Section 4.22 of this Fee Agreement.

Section 4.15. *Collection and Enforcement Rights of County.* The parties acknowledge that, as provided in Section 12-44-90 of the Code, the County's right to receive payments in lieu of taxes hereunder shall be the same as its rights conferred under Title 12 of the Code relating to the collection and enforcement of *ad valorem* property taxes and, for purposes of this application, payments in lieu of taxes due hereunder shall be considered a property tax.

Section 4.16. *Assignment and Subletting.* This Fee Agreement may be assigned, in whole or in part and the Project may be subleased as a whole or in part by the Sponsor so long as such assignment or sublease is made in compliance with Section 12-44-120 of the Act; provided, however, that the County hereby expressly consents to any such assignment of this Fee Agreement, in whole or in part, by the Sponsor to any entity, now existing or to be formed in the future, which own and control, are owned and controlled by, or are under common ownership and control with, the Sponsor, provided, however, the Sponsor notifies the County within thirty days following such assignment; and provided further that in connection with any assignment or subleasing by the Sponsor in which the Sponsor requests the release of the Sponsor from this Fee Agreement, the consent of the County shall be required, which consent shall not be unreasonably withheld. The County hereby consents to transfers not requiring its consent under the Act, and to the extent any required or further consent is requested, the County may do so by passage of a resolution.

Section 4.17. *County's Estoppel Certificates for Sponsor's Financing Transactions.* The County agrees to deliver, and hereby authorizes the County Administrator to execute and deliver on behalf of the County without further action required on the part of the County Council, all at the expense of the Sponsor, respectively, any estoppel certificates, acknowledgements or other documents certifying, to the County Administrator's knowledge, the full force and effect of this Fee Agreement and the absence of any default hereunder and acknowledging the continuing validity of this Fee Agreement after its transfer required in any financing related transfers authorized by Section 12-44-120 of the Act, as may be reasonably requested by the Sponsor or any lender of the Sponsor from time to time in connection with any financing arrangement or financing related transfers made by the Sponsor as contemplated under Section 12-44-120 of the Act.

Section 4.18. *Sponsor's Continuing Obligations After Termination by Sponsor.* In the event the Sponsor terminates this Fee Agreement, the Sponsor shall continue to be obligated to the County for its indemnification covenants under Section 4.11, the payment of outstanding Administrative Expenses under Section 4.13, and any outstanding payments in lieu of taxes under Article IV or retroactive payments required under this Fee Agreement or the Act.

Section 4.19. *Events of Default.* The following shall be "*Events of Default*" under this Fee Agreement, and the term "*Events of Default*" shall mean, whenever used with reference to this Fee Agreement, any one or more of the following occurrences:

- (a) Failure by the Sponsor to make, upon levy, the payments in lieu of taxes described in Section 4.1 hereof; provided, however, that the Sponsor shall be entitled to all redemption rights granted by

applicable statutes; or

- (b) Failure by the Sponsor to perform any of the other material terms, conditions, obligations or covenants of the Sponsor hereunder, which failure shall continue for a period of 90 days after written notice from the County to the Sponsor specifying such failure and requesting that it be remedied, unless the Sponsor has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the Sponsor is diligently pursuing corrective action; or
- (c) A representation or warranty made by the Sponsor which is materially incorrect when made or deemed made; or
- (d) A representation or warranty made by the County which is materially incorrect when made or deemed made; or
- (e) Failure by the County to perform any of the other material terms, conditions, obligations, or covenants of the County hereunder, which failure shall continue for a period of 30 days after written notice from the Sponsor to the County specifying such failure and requesting that it be remedied, unless the County has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the County is diligently pursuing corrective action.

Section 4.20. Remedies on Default. Whenever any Event of Default with respect to the Sponsor shall have occurred and shall be continuing, the County, after having given written notice to the Sponsor of such default and after the expiration of a thirty (30) day cure period the County shall grant to the Sponsor (which cure period shall not be applicable in the case of the Sponsor's failure to make any payments due under this Fee Agreement), may take any one or more of the following remedial actions:

- (a) Terminate the Fee Agreement; or
- (b) Take whatever action at law or in equity may appear necessary or desirable to collect the other amounts due and thereafter to become due or to enforce performance and observance of any obligation, agreement, or covenant of the Sponsor under this Fee Agreement.

Whenever any Event of Default with respect to the County shall have occurred and shall be continuing, the Sponsor, after having given written notice to the County of such default and after the expiration of a thirty (30) day cure period the Sponsor shall grant to the County, may take any one or more of the following remedial actions:

- (a) bring an action for specific enforcement; or
- (b) take such other action as is appropriate, including any other legal action, to recover its damages.

Section 4.21. Remedies Not Exclusive. No remedy conferred upon or reserved to the County or the Sponsor under this Fee Agreement is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other lawful remedy now or hereafter existing. No delay or omission to exercise any right or power accruing upon any continuing default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 4.22. Reimbursement of Legal Fees and Other Expenses. If a party is required to employ attorneys or incur other reasonable expenses for the collection of payments due under this Fee Agreement or for the enforcement of performance or observance of any obligation or agreement, the prevailing party is entitled to reimbursement of the reasonable fees of such attorneys and other reasonable expenses so incurred, which shall not be subject to the limitation of Section 4.11.

**ARTICLE V
MISCELLANEOUS**

Section 5.1. Notices. Any notice, election, demand, request or other communication to be provided under this Fee Agreement shall be effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

AS TO THE COUNTY: Oconee County, South Carolina
 Attn: County Administrator
 415 South Pine Street
 Walhalla, South Carolina 29691

WITH COPIES TO: (does not constitute notice)
 David R. Root, Esq.
 County Attorney
 415 South Pine Street
 Walhalla, South Carolina 29691

(does not constitute notice)
Michael E. Kozlarek
King Kozlarek Law LLC
Post Office Box 565
Greenville, South Carolina 29602

Oconee Economic Alliance
528 Bypass US-123, Suite G
Seneca, SC 29678
Attention: President

AS TO THE SPONSOR: Project Queso
 ☐
 ☐
 ☐
 ☐

WITH COPIES TO: (does not constitute notice)
 Nelson Mullins Riley & Scarborough LLP
 Attn: Edward Kluiters
 1320 Main Street, 17th Floor
 Columbia, South Carolina 29201

Section 5.2. Binding Effect. This Fee Agreement and each document contemplated hereby or related hereto shall be binding upon and inure to the benefit of the Sponsor and the County and their respective successors and assigns. In the event of the dissolution of the County or the consolidation of any party of the County with any other political subdivision or the transfer of any rights of the County to any other such political subdivision, all of the covenants, stipulations, promises and agreements of this Fee Agreement shall bind and inure to the benefit of the successors of the County from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of the County has been transferred.

Section 5.3. Counterparts. This Fee Agreement may be executed in any number of counterparts, and all of the counterparts taken together shall be deemed to constitute one and the same instrument.

Section 5.4. *Governing Law.* This Fee Agreement and all documents executed in connection herewith shall be construed in accordance with and governed by the laws of the State of South Carolina.

Section 5.5. *Headings.* The headings of the articles and sections of this Fee Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Fee Agreement.

Section 5.6. *Amendments.* The provisions of this Fee Agreement may only be modified or amended in writing by an agreement or agreements entered between the parties.

Section 5.7. *Further Assurance.* From time to time the County agrees to execute and deliver to the Sponsor such additional instruments as the Sponsor may reasonably request to effectuate the purposes of this Fee Agreement. To the extent County Council is required to take official action to effectuate the purposes of this Fee Agreement, County Council agrees to do so by resolution unless an ordinance is required by law.

Section 5.8. *Severability.*

(a) If any provision of this Fee Agreement is declared illegal, invalid or unenforceable for any reason, it is the intent of the parties that the remaining provisions hereof shall be unimpaired and such illegal, invalid or unenforceable provision shall be reformed, including by reducing any applicable term thereof, so as to most closely effectuate the legal, valid and enforceable intent thereof and so as to afford the Sponsor with the maximum benefits to be derived from this Fee Agreement, it being the intention of the County to offer the Sponsor the strongest inducement possible to locate the Project in the County.

(b) If the inclusion of property as Economic Development Property or any other issue is unclear under this Fee Agreement, then the parties intend that the interpretation of this Fee Agreement be done in a manner that provides for the broadest inclusion of property under the terms of this Fee Agreement and the maximum incentive permissible under the Act, which is not in excess of the benefits contemplated by this Fee Agreement, to the extent not inconsistent with any of the explicit terms of this Fee Agreement. It is expressly agreed that the Sponsor may add Economic Development Property, whether real or personal, by including such property on the Sponsor's PT-300 Schedule S or successor form during the Investment Period to the fullest extent permitted by law.

(c) The County agrees that in case the FILOT incentive described in this Fee Agreement is found to be invalid and the Sponsor does not realize the economic benefit it is intended to receive from the County under this Fee Agreement as an inducement to locate in the County, the County agrees to provide an infrastructure credit and/or a special source revenue credit pursuant to the Multi-County Park Act, including Section 4-1-175 thereof, and, by incorporation, Section 4-29-68 of the Code, and by Article VIII, Section 13 of the South Carolina Constitution, to the Sponsor to the maximum extent permitted by law, which is not in excess of the benefits contemplated by this Fee Agreement, to the extent not inconsistent with any of the explicit terms of this Fee Agreement, to allow the Sponsor to recoup all or a portion of the loss of the economic benefit resulting from such invalidity.

Section 5.9. *Limited Obligation.* ANY MONETARY OBLIGATION OF THE COUNTY CREATED BY OR ARISING OUT OF THIS FEE AGREEMENT SHALL BE A LIMITED OBLIGATION OF THE COUNTY, PAYABLE BY THE COUNTY SOLELY FROM THE PROCEEDS DERIVED UNDER THIS FEE AGREEMENT AND SHALL NOT UNDER ANY CIRCUMSTANCES BE DEEMED TO CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION.

Section 5.10. *Force Majeure.* Except for payments in lieu of taxes under this Fee Agreement the due dates of which are statutorily mandated, the Sponsor shall not be responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, pandemics, freight embargoes, fire, floods, inability to obtain materials, conditions arising from government orders, acts or regulations, war, or national emergency, or acts of God.

Section 5.11 *No Double Payment; Future Changes in Legislation.* Notwithstanding anything contained in this Fee Agreement to the contrary, and except as expressly required by law, the Sponsor is not required to make a FILOT Payment in addition to a regular *ad valorem* property tax payment in the same year with respect to the same piece of Economic Development Property. The Sponsor is not required to make a FILOT Payment on Economic Development Property in cases where, absent this Fee Agreement, *ad valorem* property taxes would otherwise not be due on such property.

Section 5.12. *Sponsor Affiliates.* The Sponsor may designate Sponsor Affiliates from time to time, including at the time of execution of this Fee Agreement, pursuant to and subject to the provisions of Section 12-44-130 of the Act. To designate a Sponsor Affiliate, the Sponsor must deliver written notice to the County identifying the Sponsor Affiliate and, to the extent required by the Act, requesting the County's approval of the Sponsor Affiliate. Except with respect to a Sponsor Affiliate designated at the time of execution of this Fee Agreement, which may be approved in the County Council ordinance authorizing the execution and delivery of this Fee Agreement, approval of the Sponsor Affiliate may be given by resolution of County Council; provided, however, that the County hereby expressly consents to any future designation by the Sponsor as a Sponsor Affiliate (i) any entity, now existing or to be formed in the future, which own and control, are owned and controlled by, or are under common ownership and control with, the Sponsor, provided, however, the Sponsor notifies the County within thirty days following such designation; and (ii) any third party that the Sponsor may elect to involve in the construction or financing of the Project, provided, however, the Sponsor notifies the County within thirty days following such designation. The Sponsor Affiliate's joining in the investment at the Project will be effective on delivery of a Joinder Agreement, the form of which is attached as Exhibit B, executed by the Sponsor Affiliate to the County.

Section 5.13. *Termination; Termination by Sponsor.*

(a) Unless first terminated under any other provision of this Fee Agreement, this Fee Agreement terminates at the conclusion of the Fee Term.

(b) The Sponsor is authorized to terminate the provisions of Section 4.1 and/or 4.2 hereof with respect to the Negotiated FILOT Payments at any time with respect to all or part of the Project by providing the County with 30 days' notice.

(c) The Sponsor is authorized to terminate the entire Fee Agreement at any time with respect to all or part of the Project by providing the County with 30 days' notice.

(d) Any monetary obligations due and owing at the time of termination and any provisions which are intended to survive termination, survive such termination.

(e) In the year following termination, all Economic Development Property is subject to *ad valorem* taxation or such other taxation or payment in lieu of taxation that would apply absent this Fee Agreement. The Sponsor's obligation to make FILOT Payments under this Fee Agreement terminates to the extent of and in the year following the year the Sponsor terminates this Fee Agreement pursuant to this Section.

Section 5.14. *State Law Considerations.* The authorization, execution, and delivery of this Fee Agreement and any obligations of the County under this Fee Agreement are subject any law that may relate to the FILOT Payments or SSRCS, or both, and State law generally. This Fee Agreement and any obligations of the County under this Fee Agreement are not intended to violate State law in any respect.

Section 5.15. *Counterparts; Electronic Signatures.* This Fee Agreement may be executed in any number of counterparts, and all of the counterparts together constitute one and the same instrument. Each party hereto also agrees that electronic signatures, whether digital or encrypted, of the parties to this Fee Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol, or process attached to or logistically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email signatures.

**[ONE SIGNATURE PAGE AND THREE EXHIBITS FOLLOW]
[REMAINDER OF PAGE INTENTIONALLY BLANK]**

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and behalf by its Chairman of County Council and to be attested by the Clerk to County Council; and the Sponsor has caused this Fee Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
John Elliott, Chairman
Oconee County Council

[SEAL]

ATTEST:

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

PROJECT QUESO

By: _____
Its: _____

[SIGNATURE PAGE TO FEE AGREEMENT]

EXHIBIT A
DESCRIPTION OF REAL PROPERTY

EXHIBIT B
FORM OF JOINDER AGREEMENT

JOINDER AGREEMENT

Reference is hereby made to the Fee-in-Lieu of *Ad Valorem* Taxes Agreement, effective [Month] [Date], [Year] (“*Fee Agreement*”), between Oconee County, South Carolina (“*County*”) and Project Queso (“*Sponsor*”).

1. Joinder to Fee Agreement. [], a [state] [corporation/limited liability company/limited partnership] authorized to conduct business in the State, hereby (a) joins as a party to, and agrees to be bound by and subject to all of the terms and conditions of, the Fee Agreement as if it were a Sponsor; (b) shall receive the benefits as provided under the Fee Agreement with respect to the Economic Development Property placed in service by the Sponsor Affiliate as if it were a Sponsor; (c) acknowledges and agrees that (i) according to the Fee Agreement, the undersigned has been designated as a Sponsor Affiliate by the Sponsor for purposes of the Project; (ii) the undersigned qualifies or will qualify as a Sponsor Affiliate under the Fee Agreement and Section 12-44-30(20) and Section 12-44-130 of the Act; and (iii) agrees that electronic signatures, whether digital or encrypted, of the parties to this Joinder Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol, or process attached to or logistically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email signatures.

2. Capitalized Terms. Each capitalized term used, but not defined, in this Joinder Agreement has the meaning of that term set forth in the Fee Agreement.

3. Representations of the Sponsor Affiliate. The Sponsor Affiliate represents and warrants to the County as follows:

(a) The Sponsor Affiliate is in good standing under the laws of the state of its organization, is duly authorized to transact business in the State (or will obtain such authority prior to commencing business in the State), has power to enter into this Joinder Agreement, and has duly authorized the execution and delivery of this Joinder Agreement.

(b) The Sponsor Affiliate’s execution and delivery of this Joinder Agreement, and its compliance with the provisions of this Joinder Agreement, do not result in a default, not waived, or cured, under any agreement or instrument to which the Sponsor Affiliate is now a party or by which it is bound.

(c) The execution and delivery of this Joinder Agreement and the availability of the FILOT and other incentives provided by this Joinder Agreement has been instrumental in inducing the Sponsor Affiliate to join with the Sponsor in the Project in the County.

4. Request of Sponsor Affiliate. The Sponsor Affiliate hereby requests and consents to its addition, as “sponsor affiliate” to the Fee Agreement.

5. Request of Sponsor. The Sponsor hereby requests and consents to the addition of _____ as “sponsor affiliate” to the Fee Agreement.

6. Governing Law. This Joinder Agreement is governed by and construed according to the laws, without regard to principles of choice of law, of the State.

7. Notice. Notices under Section 10.1 of the Fee Agreement shall be sent to the Sponsor Affiliate at:

[_____]

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

IN WITNESS WHEREOF, the Sponsor requests and consents to the County's consenting to the addition of the above-named entity as a Sponsor Affiliate under the Fee Agreement effective as of the date set forth below.

Date: _____

PROJECT QUESO

By: _____

Its: _____

IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement to be effective as of the date set forth above.

[NAME OF SPONSOR AFFILIATE]

By: _____

Its: _____

IN WITNESS WHEREOF, at the Sponsor's and the Sponsor Affiliate's request, the County acknowledges it has consented to the addition of the above-named entity as a Sponsor Affiliate under the Fee Agreement effective as of the date set forth above.

OCONEE COUNTY, SOUTH CAROLINA

By: _____

[Name], Chairman
Oconee County Council

[SEAL]

ATTEST:

By: _____

[Name], Clerk to Council
Oconee County Council

EXHIBIT C
FORM OF ANNUAL SPECIAL SOURCE REVENUE CREDIT CERTIFICATE
ANNUAL SPECIAL SOURCE REVENUE CREDIT CERTIFICATE

Reference is hereby made to the Fee-in-Lieu of *Ad Valorem* Taxes Agreement, effective [Month] [Date], [Year] (“*Fee Agreement*”), between Oconee County, South Carolina (“County”) and Project Queso (“*Sponsor*”). Each capitalized term used in this Certificate, but not defined in this Certificate has the meaning ascribed to that term in the Fee Agreement.

According to Section 4.2 of the Fee Agreement, the undersigned authorized officer of the Sponsor certifies to the County as follows:

1. The Sponsor is entitled to claim a Special Source Revenue Credit (“SSRC”) against each FILOT Payment, on or before the date after which *ad valorem* taxes become delinquent in which a FILOT Payment is due with respect to the Project up to 30% of each of the first five (5) FILOT Payments.

2. The invoice for the annual FILOT Payment for tax year 20_____, provided by the County Auditor, specifies the FILOT Payment due, with respect to the Project, on January _____, 20____, to be:

\$_____

3. The Sponsor expended, in aggregate, \$_____ in Qualifying Infrastructure Costs in the Project.

4. The Sponsor is entitled to an SSRC for this tax year, calculated as follows:

FILOT Payment x 30% = \$_____

5. The total amount that the Sponsor is entitled to deduct and that the County will deduct from the FILOT Payment, is: \$_____.

6. The SSRC specified in this Certificate for the current property tax year, together with the amount of all SSRCs previously claimed pursuant to the Fee Agreement, do not, in the aggregate, exceed the total cost of all infrastructure improvements funded by the Sponsor for which an SSRC is permitted under the Act.

IN WITNESS WHEREOF, I have executed this Certificate as of _____.

PROJECT QUESO

Signature: _____

Name: _____

Title: _____

STATE OF SOUTH CAROLINA)
COUNTY OF OCONEE)
COUNTY OF PICKENS) **AGREEMENT FOR DEVELOPMENT OF A
JOINT COUNTY INDUSTRIAL AND
BUSINESS PARK (PROJECT QUESO)**

THIS AGREEMENT for the development of a joint county industrial and business park to be located initially only within Oconee County is made and entered into as of [] [], 2022, by and between Oconee County, South Carolina (“Oconee County”) and Pickens County, South Carolina (“Pickens County”).

RECITALS

WHEREAS, Oconee County and Pickens County are contiguous counties which, pursuant to Ordinance No. 2022-08, enacted by Oconee County Council on March 15, 2022, and Ordinance No. [], enacted by Pickens County Council on [], 2022, have each determined that, to promote economic development and thus encourage investment and provide additional employment opportunities within both counties, there should be developed, initially, in Oconee County only, a joint county industrial and business park (“Park”), to be located upon property more particularly described in Exhibit A; and

WHEREAS, because of the development of the Park, property comprising the Park and all property having a situs therein is exempt from ad valorem taxation to the extent provided in Article VIII, Section 13(D) of the South Carolina Constitution, but the owners or lessees of such property shall pay annual fees in an amount equivalent to the property taxes or other in-lieu-of payments that would have been due and payable 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 are hereby acknowledged, the parties 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 Oconee County and Pickens County, and their successors and assigns.

2. Authorization. Article VIII, Section 13(D) of the South Carolina Constitution provides that counties may jointly develop an industrial or 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 manner in 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 pursuant to any provision of law which measures the relative fiscal capacity of a school district to support its schools based on the assessed valuation of taxable property in the district as compared to the assessed valuation of taxable property in all school districts in South Carolina. The Code of Laws of South Carolina, 1976, as amended (“Code”) and particularly, Section 4-1-170 thereof, satisfies the conditions imposed by Article VIII, Section 13(D) of the South Carolina Constitution and provides the statutory vehicle whereby a joint county industrial or business park may be created.

3. Location of the Park.

(A) As of the original execution and delivery of this Agreement, the Park consists of property that is located in Oconee County and which is now or is anticipated to be owned and/or operated by a company known as “Project Queso” (“Company”), as more particularly described in Exhibit A. From time to time, the Park may consist of non-contiguous properties within each county. The boundaries of the Park may be enlarged or diminished from time to time as authorized by ordinances of the county councils of both Oconee County and Pickens County. If any property proposed for inclusion in the Park is located, at the time such

inclusion is proposed, within the boundaries of a municipality, then the municipality must give its consent prior to the inclusion of the property in the Park.

(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 a revised Exhibit A related to property located in Oconee County, or a revised Exhibit B related to property located in Pickens County, which shall contain a legal or other description of the parcel(s) to be included within the Park within Oconee County or Pickens County, as the case may be, as enlarged or diminished, together with a copy of the ordinances of Oconee County Council and Pickens County Council pursuant to which such enlargement or diminution was authorized.

(C) Prior to the adoption by Oconee County Council and by Pickens County Council of ordinances authorizing the diminution of the boundaries of the Park, separate public hearings shall first be held by Oconee County Council and Pickens County Council. Notice of such public hearings shall be published in newspapers of general circulation in Oconee County and Pickens County, respectively, at least once and not less than 15 days prior to such hearing. Notice of such public hearings shall also be served in the manner of service of process at least 15 days prior to such public hearing upon the owner and, if applicable, the lessee of any property which would be excluded from the Park by virtue of the diminution.

(D) Notwithstanding anything in this paragraph 3 to the contrary, in the event that a tract or site of land located in the Park is purchased and developed by a person or business enterprise whose employees, because of the nature of their employment, do not qualify for the corporate income tax credit provided in Section 12-6-3360 of the Code (“Non-Qualifying Site”), the Host County (defined below) may unilaterally remove by ordinance, the Non-Qualifying Site from the Park, so long as, and to the extent that such removal does not adversely impact any financing or other incentive then in effect.

4. Fee in Lieu of Taxes. To the extent provided in Article VIII, Section 13(D) of the South Carolina Constitution, all property located in the Park is exempt from all ad valorem taxation. The owners or lessees of any property situated in the Park shall pay in accordance with this Agreement an amount (referred to as fees in lieu of ad valorem taxes) equivalent to the ad valorem taxes or other in-lieu-of payments that would have been due and payable but for the location of such property within the Park.

5. Allocation of Expenses. Oconee County and Pickens County shall each be responsible for and bear expenses incurred in connection with the property located in that county’s portion of the Park, including, but not limited to, those incurred in the administration, development, operation, maintenance, and promotion of the Park, in the following proportions:

If the property is located in the Oconee County portion of the Park:

A.	Oconee County	100%
B.	Pickens County	0%

If the property is located in the Pickens County portion of the Park:

A.	Oconee County	0%
B.	Pickens County	100%

Notwithstanding anything herein to the contrary, to the extent that privately owned property is located in the Park, the owner of such property shall bear, exclusively, any expense associated with such property.

6. Allocation of Revenues. Oconee County and Pickens County shall receive an allocation of all net revenues (after payment of all Park expenses and other deductions from Park revenue necessitated by each agreement between the Host County and a project related to the project located in the Park) generated by the Park through payment of fees in lieu of *ad valorem* taxes in the following proportions:

If the property is located in the Oconee County portion of the Park:

A.	Oconee County	99%
B.	Pickens County	1%

If the property is located in the Pickens County portion of the Park:

A.	Oconee County	1%
B.	Pickens County	99%

With respect to such fees generated from properties located in the Oconee County portion of the Park, that portion of such fees allocated to Pickens County shall thereafter be paid by the Treasurer of Oconee County to the Treasurer of Pickens County within 15 business days following the end of the calendar quarter of receipt for distribution, and such distribution shall be made in accordance with this Agreement. With respect to such fees generated from properties located in the Pickens County portion of the Park, that portion of such fees allocated to Oconee County shall thereafter be paid by the Treasurer of Pickens County to the Treasurer of Oconee County within 15 business days following the end of the calendar quarter of receipt for distribution, and such distribution shall be made in accordance with this Agreement.

7. Revenue Allocation within Each County.

(A) Revenues generated by the Park through the payment of fees in lieu of ad valorem taxes shall be distributed to Oconee County and to Pickens County, according to the proportions established by Section 6 of this Agreement. Revenues allocable to Oconee County by way of fees in lieu of ad valorem taxes generated from properties located in Oconee County shall be distributed within Oconee County in accordance with the applicable governing ordinance of Oconee County in effect from time to time. Revenues received by Pickens County by way of fees in lieu of taxes from property in Oconee County in the Park shall be retained by Pickens County.

(B) Revenues allocable to Oconee County by way of fees in lieu of ad valorem taxes generated from properties located in the Pickens County portion of the Park shall be distributed solely to Oconee County. Revenues allocable to Pickens County by way of fees in lieu of ad valorem taxes generated from properties located in the Oconee County portion of the Park shall be distributed solely to Pickens County.

8. Fees in Lieu of Ad Valorem Taxes Pursuant to Title 4 or Title 12 of the Code. It is hereby agreed that the entry by Oconee County into any one or more fee in lieu of ad valorem tax agreements pursuant to Title 4 or Title 12 of the Code or any successor or comparable statutes (“Negotiated Fee in Lieu of Tax Agreements”), with respect to property located within the Oconee County portion of the Park and the terms of such agreements shall be at the sole discretion of Oconee County. It is further agreed that entry by Pickens County into any one or more Negotiated Fee in Lieu of Tax Agreements with respect to property located within the Pickens County portion of the Park and the terms of such agreements shall be at the sole discretion of Pickens County.

9. Assessed Valuation. For the purpose of calculating the bonded indebtedness limitation and for the purpose of computing the index of taxpaying ability pursuant to Section 59- 20-20(3) of the Code, allocation of the assessed value of property within the Park to Oconee County and Pickens County and to each of the taxing entities within the participating counties shall be in accordance with the allocation of revenue received and retained by each of the counties and by each of the taxing entities within the participating counties, pursuant to Section 6 and Section 7 of this Agreement.

10. Applicable Ordinances and Regulations. Any applicable ordinances and regulations of Oconee County including those concerning zoning, health, and safety, and building code requirements shall apply to the Park properties located in the Oconee County portion of the Park unless any such property is within the boundaries of a municipality in which case, the municipality’s applicable ordinances and regulations

shall apply. Any applicable ordinances and regulations of Pickens County including those concerning zoning, health, and safety, and building code requirements shall apply to the Park properties located in the Pickens County portion of the Park unless any such property is within the boundaries of a municipality in which case, the municipality's applicable ordinances and regulations shall apply.

11. Law Enforcement Jurisdiction. Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park properties located in Oconee County is vested with the Sheriff's Office of Oconee County, for matters within the Sheriff's Office's jurisdiction. Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park properties located in Pickens County is vested with the Sheriff's Office of Pickens County, for matters within the Sheriff's Office's jurisdiction. If any of the Park properties located in either Oconee County or Pickens County are within the boundaries of a municipality, then jurisdiction to make arrests and exercise law enforcement jurisdiction is also vested with the law enforcement officials of the municipality for matters within their jurisdiction. Fire, sewer, water, and emergency medical and other similar services will be provided by the service district or other political unit within whose jurisdiction the Park premises are located.

12. Emergency Services. All emergency services in the Park shall be provided by those emergency service providers who provide the respective emergency services in that portion of the Host County.

13. South Carolina Law Controlling. This Agreement has been entered into in the State of South Carolina and shall be governed by and construed in accordance with South Carolina law, including for example, the availability and application of credits as permitted by Section 12-6-3360 of the Code.

14. 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.

15. Counterpart Execution. This Agreement may be executed in multiple counterparts, each of which shall be considered an original, and all of which, taken together, shall constitute but one and the same document.

16. Term; Termination. This Agreement shall extend for a term of 10 years from the effective date of this Agreement, or such later date as shall be specified in any amendment. Notwithstanding the foregoing provisions of this Agreement or any other provision in this Agreement to the contrary, this Agreement shall not expire and may not be terminated to the extent that Oconee County or Pickens County has outstanding contractual covenants, commitments, or agreements to any owner or lessee of Park property, including, but not limited to, [Project Queso] ("Company"), to provide, or to facilitate the provision of, special source revenue credits, including, but not limited to, those set forth in that certain Fee in Lieu of Tax and Special Source Credit Agreement, by and between Oconee County, South Carolina and the Company, dated as of December [], 2021, as may be amended, modified, or supplemented from time to time (but the benefits of which, as of the date of this Agreement, are anticipated to expire on or before December 31, 2028), or other incentives requiring inclusion of property of such owner or lessee within the boundaries of a joint county industrial or business park created pursuant to Article VIII, Section 13(D) of the South Carolina Constitution and Title 4, Chapter 1 of the Code, unless the Host County shall first (i) obtain the written consent of such owner or lessee and, to the extent required (ii) include the property of such owner or lessee as part of another joint county industrial or business park created pursuant to Article III, Section 13(D) of the South Carolina Constitution and Title 4, Chapter 1 of the Code, which inclusion is effective immediately upon termination of this Agreement.

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

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Chair of County Council
Oconee County, South Carolina

[SEAL]

Attest:

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

PICKENS COUNTY, SOUTH CAROLINA

By: _____
Chair of County Council
Pickens County, South Carolina

[SEAL]

Attest:

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

EXHIBIT A
OCONEE COUNTY PROPERTY

[DESCRIPTION TO BE INSERTED PRIOR TO ADOPTION]

[REMAINDER OF PAGE INTENTIONALLY BLANK]

EXHIBIT B
PICKENS COUNTY PROPERTY

NONE

[REMAINDER OF PAGE INTENTIONALLY BLANK]

PURCHASE AND SALE AGREEMENT

between

Oconee County, South Carolina, Seller

and

_____, **Purchaser**

dated as of

_____, 2022

PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (this “**Agreement**”), dated as of ____ day of _____, 2022, which is the date of the last of the signatures of Seller and Purchaser, (the “**Effective Date**”), is entered into between Oconee County, South Carolina, a body political and corporate and a political subdivision of the State of South Carolina (“**Seller**”) and [PURCHASER NAME], a[n] [STATE OF ORGANIZATION] [ENTITY TYPE] (“**Purchaser**”), having an address at [ADDRESS].

ARTICLE I CONVEYANCE OF THE PROPERTY

Section 1.01 Subject of Conveyance. Seller agrees to sell and convey to Purchaser and Purchaser agrees to purchase from Seller, upon the terms and conditions hereinafter set forth, all right, title, and interest of Seller in and to the following (collectively the “**Property**”):

(a) all that certain lot, piece, or parcel of land of 24.34 acres located at Oconee Business Parkway, Westminster, SC 29693, County of Oconee, and State of South Carolina, as more particularly bounded and described in Exhibit A (the “**Survey**”), attached hereto and incorporated by reference (the “**Land**”);

(b) all of Seller’s right, title, and interest in and to any buildings and improvements located on the Land (collectively, the “**Improvements**”);

Section 1.02 Personal Property Excluded. The sale of the Property contemplated by this Agreement shall not include any personal property.

Section 1.03 AS-IS.

(a) Subject to Section 5.01 of this Agreement and the Closing Documents, Purchaser acknowledges that (i) Purchaser has made thorough inspections and investigations of the Property and Purchaser agrees to take title to the Property “AS-IS, WHERE IS, AND WITH ALL FAULTS” and in the condition existing as of the date of this Agreement, subject to reasonable use, ordinary wear and tear, and without any reduction in or abatement of the Purchase Price; (ii) Purchaser has undertaken all such investigations of the Property as Purchaser deems necessary or appropriate under the circumstances as to the status of the Property and the existence or non-existence of curative action to be taken with respect to any hazardous or toxic substances on or discharged from the Property, and based upon same, Purchaser is and will be relying strictly and solely upon such inspections and examinations and the advice and counsel of its own consultants, agents, legal counsel, and officers.

(b) Neither party to this Agreement is relying on any statement or representation not expressly stated in this Agreement or the Closing Documents (as defined herein): (ii) Purchaser specifically confirms and acknowledges that in entering into this Agreement, Purchaser has not been induced by, and has not relied upon, whether express or implied, warranties, guaranties, promises, statements, inducements, representations, or information pertaining to the Property or its uses, the physical condition, environmental condition, state of title, income, expenses, or operation of the Property, or any other matter or thing with respect thereto, written or unwritten, whether made by Seller or any agent, employee, or other representative of Seller, or any broker or any other person representing (or purporting to represent) Seller, which are not expressly set forth in this Agreement or the Closing Documents. Seller shall not be liable for or bound by any written or unwritten statements, representations, warranties, brokers’ statements, or other information pertaining to the Property furnished by Seller, any broker, any agent, employee, or other actual (or

purported) representative of Seller, or any person, unless and only to the extent the same are expressly set forth in this Agreement or the Closing Documents.

(c) Subject to Section 5.01 of this Agreement and the Closing Documents, (i) Seller makes no warranty with respect to the presence of any hazardous or toxic substances on, above, beneath, or discharged from the Property (or any adjoining or neighboring property) or in any water on or under the Property, (ii) the Closing hereunder shall be deemed to constitute an express waiver of Purchaser's right to recover from Seller, and forever releases, covenants not to sue, and discharges Seller from, any and all damages, demands, claims, losses, liabilities, penalties, fines, liens, judgments, costs, or expenses whatsoever, including attorneys' fees and costs, whether direct or indirect, known or unknown, foreseen or unforeseen, that may arise on account of or in any way be connected with the physical condition of the Property.

(d) The provisions of this Section 1.03 shall survive the Closing and shall not be deemed to have merged into any of the documents executed or delivered at the Closing.

Section 1.04 Due Diligence.

(a) Due Diligence Period. Purchaser shall have an inspection period beginning on the Effective Date and continuing until 5:00 p.m. EST on the date that is sixty (60) days thereafter (the "**Inspection Period**"). During the Inspection Period, Purchaser and its agents, contractors, clients, and employees shall have the right to enter the Property to perform, at its sole cost and expense, such inspections and tests (collectively, the "**Inspections**") as Purchaser deems necessary, including a Phase I ESA. Furthermore, during the Inspection Period, Purchaser shall also have the right to have title to the Property examined as further described in Article IV below.

(b) Termination Rights. If Purchaser, in its sole discretion, determines the Property is unacceptable for any reason or if the results of Purchaser's title examination reveal any matter which affects the marketability of title or intended use of the Property as provided above as determined by Purchaser in its sole discretion, or if Purchaser decides not to proceed with the purchase of the Property for any reason or no reason, Purchaser may terminate this Agreement by delivering written notice of termination to Seller prior to the end of the Initial Inspection Period. Upon delivery of such notice, Escrow Agent shall return the Deposit (as defined herein) to Purchaser and this Agreement shall terminate and the parties shall have no further rights or obligations to each other, other than those that are intended to survive the termination of this Agreement.

ARTICLE II PURCHASE PRICE

Section 2.01 Purchase Price and Deposit. Simultaneously with the execution and delivery of this Agreement by Purchaser, the sum of Eight Thousand and 00/100 Dollars (\$8,000) (the "**Deposit**") by Purchaser's certified check or official bank check, subject to collection, made payable to Nelson Mullins Riley & Scarborough, LLP, as escrow agent ("**Escrow Agent**"), or by wire transfer of immediately available federal funds to an account at such bank as designated by Escrow Agent. The receipt of the Deposit is hereby acknowledged, and Escrow Agent agrees to hold the Deposit in escrow in a non-interest bearing account pursuant to the terms of Article XI of this Agreement. The Deposit shall be applied to the Purchase Price at Closing.

Section 2.02 The purchase price to be paid by Purchaser to Seller for the Property is Three Thousand Two Hundred and Ninety-Five and 00/100 Dollars (\$3,295.00) per acre, for a total purchase price of \$80,200.30 (the "**Purchase Price**"). The final acreage has been established by the Survey. The Purchase

Price shall be payable to Seller on the Closing Date, subject to any credits or apportionments as provided for under this Agreement, simultaneously with delivery of the Deed (as defined hereafter), by certified or official bank checks or by one or more wire transfers of immediately available federal funds to Seller's account.

ARTICLE III CLOSING

Section 3.01 Closing Date. The closing of the transaction contemplated by this Agreement (the "**Closing**") shall take place on the date no later than Ninety (90) days from the Effective Date (the "**Closing Date**") through an escrow closing with the Purchaser's legal counsel, Nelson Mullins Riley & Scarborough, LLP, as escrow agent (the "**Escrow Agent**"). Seller and Purchaser agrees that TIME SHALL BE OF THE ESSENCE with respect to the performance by Seller and Purchaser of their obligations under this Agreement.

Section 3.02 Seller's Closing Deliverables. At least two business days prior to Closing, Seller shall deliver or cause to be delivered to Escrow Agent, the following items, executed, witnessed, notarized, certified, and acknowledged by Seller, as appropriate (collectively, the "**Seller Closing Documents**"):

(a) One (1) original limited warranty deed (the "**Deed**") in substantially the form attached hereto as **Exhibit B** referencing the Survey (as defined below) legal description duly executed with the appropriate acknowledgment form and affidavit of consideration for transfer taxes attached and otherwise in proper form for recording so as to convey title to the Property as required by this Agreement.

(b) A certification that Seller is not a "foreign person" as such term is defined in Section 1445 of the Internal Revenue Code, as amended and the regulations thereunder (collectively, the "**Code**"), which certification shall be signed under penalty of perjury.

(c) An original Owner's affidavit in a form reasonably acceptable to Seller and the Title Insurance Company.

(d) A certified duly adopted ordinance of Seller's County Council authorizing the transaction contemplated hereby and the execution and delivery of the documents required to be executed and delivered hereunder.

(e) A counterpart of a closing statement jointly prepared by Seller and Purchaser reflecting the prorations and adjustments required under this Agreement and the Purchase Price due Seller.

(f) All keys, key cards, and access codes to any portion of the Property, to the extent in applicable.

(g) An I-295 South Carolina non-resident withholding tax affidavit.

(h) A FIRPTA certificate in reasonable form acceptable to Seller.

(i) A Transferor Affidavit (Tax Lien Inapplicable) in reasonable form acceptable to Seller.

(j) A Gap Affidavit in reasonable form acceptable to Seller.

(k) Any other documents reasonably necessary to complete and evidence the sale and acquisition of the Property contemplated hereby, in a form reasonably satisfactory to the Parties.

Section 3.03 Purchaser's Closing Deliverables. On the Closing Date, Purchaser shall deliver or cause to be delivered by Escrow Agent to Seller, the following items, executed, witnessed, notarized, certified, and acknowledged by Purchaser, as appropriate (the "**Purchaser Closing Documents**", and, together with the Seller's Closing Documents, the "**Closing Documents**"):

- (a) The balance of the Purchase Price.
- (b) The Purchaser's closing statement.
- (c) All other documents reasonably necessary or otherwise required by the Escrow Agent or the Title Insurance Company to consummate the transactions contemplated by this Agreement.

(d) A [resolution/consent] of the [members/manager/board of directors/shareholders/partners/general partner] of Purchaser authorizing the transaction contemplated hereby and the execution and delivery of the documents required to be executed and delivered hereunder.

Section 3.04 Closing Costs.

(a) Seller and Purchaser shall each pay the fees and expenses of its own counsel in connection with the preparation and negotiation of this Agreement and any other agreements and instruments related to the transaction contemplated by this Agreement.

(b) Seller shall pay:

(i) all costs and recording fees for the Deed and for the release of any liens or other encumbrances which are not Permitted Exceptions on the Property, as required pursuant to the terms of this Agreement.

(c) Purchaser shall pay:

(i) the costs charged by Purchaser's Title Insurance Company, including, without limitation, costs related to the Title Commitment, any premiums, title endorsements, and affirmative insurance;

(ii) the costs related to the Survey and any other survey or survey update; and

(iii) any other fees or costs related to Purchaser's due diligence reviews.

Section 3.05 Apportionments. The following shall be apportioned as of 11:59 p.m. EST of the date immediately preceding the Closing Date, unless expressly provided for otherwise:

(a) All real estate taxes based on the fiscal year for which they are assessed and any assessments, if any. If the Closing shall occur before a new tax rate is fixed, the apportionment of real estate taxes shall be upon the basis of the tax rate for the preceding fiscal period applied to the latest assessed valuation, however, adjustment will be made when the actual tax amount is determined.

(b) All other items customarily apportioned in connection with sales of buildings substantially similar to the Property in the State of South Carolina.

Section 3.06 Miscellaneous Adjustments. Any miscellaneous adjustments payable by either Purchaser or Seller, as the case may be, that occur at the Closing. Any errors in calculations or apportionments shall be corrected or adjusted as soon as practicable after the Closing Date. The provisions of this Article III shall survive the Closing.

Section 3.07 Conditions to Closing. Purchaser's obligation to close shall be conditional upon the satisfaction of the following conditions:

(a) The physical and environmental condition of the Property shall not have changed from the Effective Date; and

(b) Seller's warranties and representations under this Agreement shall be true and correct in all material respects when made and at Closing, and all covenants and obligations of Seller contained in this Agreement shall have been performed in all respects and Seller shall not be in default hereunder.

ARTICLE IV TITLE MATTERS AND VIOLATIONS

Section 4.01 Acceptable Title. Seller shall convey, and Purchaser shall accept fee simple title to the Property, free from all defects and encumbrances to Purchaser, subject to the Permitted Exceptions.

Section 4.02 Permitted Exceptions. The following matters shall constitute permitted exceptions to Seller's obligation to deliver to Purchaser fee simple title to the Property, free from all defects and encumbrances (collectively, the "**Permitted Exceptions**"):

(a) Any and all zoning, building, environmental and other laws, statutes, ordinances, codes, rules, regulations, requirements, or executive mandates of all governmental authorities having jurisdiction with respect to the Property.

(b) Any state of facts that an accurate survey of the Property would disclose and to which Purchaser does not object.

(c) Any exceptions disclosed on Schedule B of the Title Commitment (as hereinafter defined) to which Purchaser does not object or which will be extinguished upon the transfer of the Property and any other matters of record as of the Effective Date to which Purchaser, in Purchaser's sole discretion, does not object, provided that any Monetary Liens shall not be Permitted Exceptions.

(d) Any lien or encumbrance arising out of the acts or omissions of the Purchaser.

Section 4.03 Title Commitment.

(a) Purchaser shall promptly order, at its sole cost and expense:

(i) a commitment for title insurance (the "**Title Commitment**") from a title insurance company selected by Purchaser (the "**Title Insurance Company**"), which Title Commitment shall be delivered to counsel for both Purchaser and Seller concurrently; and

(ii) a survey of the Property, prepared by a surveyor licensed in South Carolina (the "**Survey**"), which Survey shall be delivered to counsel for both Purchaser and Seller concurrently.

(b) Purchaser or Purchaser's attorney shall deliver to Seller, and Seller's attorney, in writing, any objections to the exceptions to title set forth in the Title Commitment or any matters shown on the Survey, other than the Permitted Exceptions (collectively, "**Title Objection Notice**"), by no later than the date that is 30 days after the Effective Date ("**Title Objection Date**"). The failure by Purchaser, or Purchaser's attorney, to deliver the Title Objection Notice on or before the Title Objection Date shall constitute Purchaser's irrevocable acceptance of the Title Commitment and Purchaser shall be deemed to have unconditionally waived any right to object to any matters set forth therein. If, after giving the Title Objection Notice to Seller and Seller's attorney, Purchaser receives any amendment or update to the Title Commitment or to the Survey showing any title defects which Purchaser claims are not Permitted Exceptions, Purchaser shall give written notice thereof to Seller immediately after the date Purchaser receives such evidence and Purchaser shall be deemed to have unconditionally waived any such matters which it fails to give such notice to Seller prior to the Closing Date. Purchaser and Seller acknowledges and agrees that **TIME IS OF THE ESSENCE** with respect to all time periods relating to Purchaser's obligations set forth in this Section 4.03.

(c) Seller shall have the right, but not the obligation, to remove, correct, and/or satisfy Purchaser's Title Objections prior to the Closing. Seller shall (i) notify Purchaser within 10 business days after receipt of Purchaser's Title Objections ("**Seller's Response Period**") as to whether Seller will seek to remove, correct, and/or satisfy any of Purchaser's Title Objections ("**Seller's Response**"), and (ii) keep Purchaser reasonably apprised of Seller's progress toward removing, correcting, and/or satisfying the same (and the manner in which such will be removed, corrected, and/or satisfied) if Seller elects to attempt to cure any of Purchaser's Title Objections. If Seller fails to notify Purchaser of Seller's Response within Seller's Response Period, then Seller shall be deemed to have elected not to seek to remove, correct, and/or satisfy any of Purchaser's Title Objections. If Seller elects to cure Purchaser's Title Objections, Seller shall diligently pursue the same to completion. If there remains at the Closing any of Purchaser's Title Objections that (i) Seller elected, during Seller's Response Period, to attempt to cure, and (ii) could not be removed despite Seller's diligence, then Purchaser may elect to: (i) consummate the transaction contemplated by this Agreement without regard to such defects and encumbrances; or (ii) terminate this Agreement and no party shall have any rights, duties, or obligations hereunder, except those specifically stated herein to survive termination of this Agreement. Purchaser shall have the right, during and after the Inspection Period, to object to matters of title appearing of record after the Effective Date. If a new title matter is recorded after the Effective Date and reflected in any updated title insurance commitment, Seller shall use reasonable efforts to cause such new matter to be removed of record prior to the applicable Closing, unless Purchaser, in Purchaser's sole discretion, agrees to accept title to the Property subject to such new matter.

Section 4.04 Seller's Inability to Convey.

(a) If Seller on the Closing Date fails or is unable to convey title subject to and in accordance with the provisions of this Agreement, or one of Purchaser's conditions to Closing has not been satisfied, Purchaser shall either: (i) terminate this Agreement by written notice to Seller and Escrow Agent delivered on or before the Closing Date, and Escrow Agent shall return the Deposit to Purchaser and this Agreement shall thereupon be deemed terminated and of no further effect, and neither party hereto shall have any obligations to the other hereunder or by reason hereof, except for the provisions of subsection (b) immediately following and those that expressly survive termination of this Agreement; or (ii) complete the purchase with such title as Seller is able to convey on the Closing Date.

(b) Notwithstanding anything to the contrary contained in this Agreement, Seller shall not be required to take or bring any action or proceeding or take any other steps to remove any defect in or objection to title or to fulfill any condition precedent to Purchaser's obligations under this Agreement or to expend any moneys therefor, nor shall Purchaser have any right of action against Seller therefor, at law or in equity, except that Seller shall, on or prior to the Closing, pay, discharge, or remove of record or cause

any Monetary Liens to be paid, discharged, or removed of record at Seller's sole cost and expense and remove of record or cause to be removed of record at Seller's sole cost and expense any liens, defects or encumbrances created, on or after the Effective Date of this Agreement, by Seller or Seller's agents which are not Permitted Exceptions. The term "**Monetary Liens**" as used herein shall mean any lien and other encumbrances (other than Permitted Exceptions) which: (i) secure the payment of indebtedness of an ascertainable amount, excepting only the lien for rollback taxes and ad valorem taxes for the year of each Closing, if not then due and payable; (ii) are in a liquidated amount; (iii) may be satisfied solely by the payment of money; and (iv) were created by Seller or Seller's agents.

(c) Notwithstanding anything in this Section to the contrary, Purchaser may at any time accept such title as Seller can convey, without reduction of the Purchase Price or any credit or allowance on account thereof or any claim against Seller. The acceptance of the Deed by Purchaser shall be deemed to be full performance of, and discharge of, every agreement and obligation on Seller's part to be performed under this Agreement, except for such matters which are expressly stated to survive the Closing hereunder.

Section 4.05 Violations. Notwithstanding anything to the contrary in this Agreement, Purchaser shall accept title to the Property subject to any and all violations or any notes or notices of violations of law or municipal ordinances, orders or requirements noted or issued prior to, on or after the date of this Agreement (collectively, the "**Violations**"), if any. Purchaser acknowledges and accepts that Seller shall not be obligated to comply with or take any action or incur any expense in connection with any Violations. If requested by Purchaser, Seller shall furnish Purchaser with an authorization to make any required violation searches against the Property.

ARTICLE V REPRESENTATIONS AND WARRANTIES, COVENANTS

Section 5.01 Seller's Representations and Warranties. Seller represents, warrants and covenants to Purchaser on and as of the date of this Agreement and on and as of the Closing Date as follows:

(a) Seller is a political subdivision of the State of South Carolina, validly existing, and in good standing under the laws of the State of South Carolina.

(b) The execution, delivery, and performance of this Agreement by Seller and all agreements, instruments, and documents herein provided to be executed by Seller on the Closing Date: (i) do not violate any ordinances of Seller, or any contract, agreement, commitment, lease, order, judgment, or decree to which Seller is a party; and (ii) have been duly authorized by the County Council and the appropriate and necessary action has been taken by such Council on the part of Seller. This Agreement is valid and binding upon Seller, subject to bankruptcy, reorganization, and other similar laws affecting the enforcement of creditors' rights generally.

(c) Seller is not a "foreign person" within the meaning of Section 1445 of the Code.

(d) To Seller's actual knowledge, there is no pending or threatened litigation or condemnation action against the Property or against Seller with respect to the Property as of the date of this Agreement. Seller has received no notice from any governmental or quasi-governmental agency or authority or potential condemnor concerning any right-of-way, utility or other taking which may affect the Property.

(e) Seller is not, and will not become, a person or entity with whom United States persons or entities are restricted or prohibited from doing business under regulations of the Office of Foreign

Asset Control (“**OFAC**”) of the Department of the Treasury (including those named on OFAC’s Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and will not engage in any dealings or transactions or be otherwise associated with such persons or entities.

(f) To the best of the Seller’s knowledge, without inquiry, (i) the Property is in full compliance with all applicable environmental laws; (ii) the Property does not now contain and has not contained, during Seller’s ownership of the Property, any underground storage tanks, landfills, or other hazardous waste; (iii) the Property is not listed on any state or federal environmental remediation priority list; (iv) no claim, action, suit or proceeding is pending or threatened against Seller or any third party relating to hazardous waste, substances or materials (“**Hazardous Materials**”) on or within the Property, the violation of any environmental law, or the presence of any tank, underground or otherwise, within the Property; and (v) Seller has not materially violated any applicable State or federal environmental laws during Seller’s ownership of the Property.

(g) To Seller’s actual knowledge, without independent investigation, there are no violations of any laws, ordinances, rules, regulations, zoning, or other legal requirements with respect to the Property.

(h) All labor performed and materials supplied for the Property at Seller’s request have been fully paid by Seller, and no mechanic’s lien or other lien may be claimed by any person for such labor or materials.

(i) There are no leases or rights to possession of third parties except for certain leases the terms of which do not extend beyond the applicable Closing Date. Seller shall at its sole cost and expense deliver title free and clear of any leases or rights of third parties in possession, which is a condition to Closing.

(j) No other person, firm, or entity has any rights in or right to acquire the Property or any part thereof, other than as evidenced by easements and other documents, if any, recorded in the applicable public records.

(k) Seller has not dealt with any broker in connection with this transaction.

As used herein, the phrase “to Seller’s actual knowledge,” “to the best of Seller’s knowledge,” or similar phrase means only those facts actually known by County Administrator of Seller.

All representations and warranties of Seller are true and correct as of the Effective Date and shall be true and correct on and as of each Closing Date with the same force and effect as if made at that time and shall survive each Closing for a period of one (1) year.

Section 5.02 Purchaser’s Representations and Warranties. Purchaser represents, warrants and covenants to Seller on and as of the date of this Agreement and on and as of the Closing Date as follows:

(a) Purchaser is a [ENTITY TYPE] duly [organized/formed], validly existing, and in good standing under the laws of the State of [STATE].

(b) The execution, delivery, and performance of this Agreement by Purchaser and all agreements, instruments, and documents herein provided to be executed by Purchaser on the Closing Date: (i) do not violate the [ENTITY DOCUMENTS] of Purchaser, or any contract, agreement, commitment,

lease, order, judgment, or decree to which Purchaser is a party; and (ii) have been duly authorized by the [resolutions/consent] of the [members/manager/board of directors/shareholders/partners/general partner] of Purchaser and the appropriate and necessary action has been taken by such [members/manager/board of directors/shareholders/partners/general partner] on the part of Purchaser. This Agreement is valid and binding upon Purchaser, subject to bankruptcy, reorganization and other similar laws affecting the enforcement of creditors' rights generally.

(c) Purchaser has not violated any contract, agreement, or other instrument to which Purchaser is a party nor any judicial order, judgment, or decree to which Purchaser is bound by: (i) entering into this Agreement; (ii) executing any of the documents Purchaser is obligated to execute and deliver on the Closing Date or (iii) performing any of its duties or obligations under this Agreement or otherwise necessary to consummate the transactions contemplated by this Agreement.

(d) There are no actions, lawsuits, litigation, or proceedings pending or threatened in any court or before any governmental or regulatory agency that affect Purchaser's power or authority to enter into or perform this Agreement. There are no judgments, orders, or decrees of any kind against Purchaser unpaid or unsatisfied of record, or, to the best of Purchaser's knowledge, threatened against Purchaser, which would have any material adverse effect on the business or assets or the condition, financial or otherwise, of Purchaser or the ability of Purchaser to consummate the transactions contemplated by this Agreement.

(e) Except for the express representations and warranties of Seller found in herein and in the Closing Documents, Purchaser is acquiring the Property on an "AS IS, WHERE IS" basis, without any representation or warranty of any kind or nature whatsoever, express or implied, and Purchaser acknowledges that no such representations or warranties have been made except as set forth in writing herein and in the Closing Documents.

(f) Purchaser is not, and will not become, a person or entity with whom United States persons or entities are restricted or prohibited from doing business under regulations of OFAC (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and will not engage in any dealings or transactions or be otherwise associated with such persons or entities.

(g) Purchaser has not dealt with any broker in connection with this transaction.

ARTICLE VI ENCUMBRANCES; MAINTENANCE AND REPAIRS

Section 6.01 Encumbrances. Notwithstanding anything to the contrary in this Agreement, until the Closing or earlier termination of this Agreement, Seller shall not, without Purchaser's prior written consent (which consent shall not be unreasonably withheld, conditioned, or delayed), encumber or create any liens or enter into any lease encumbering any part of the Property.

Section 6.02 Maintenance and Repairs. Seller shall cause the Property to be maintained in substantially the same manner as prior to the date of this Agreement pursuant to Seller's normal course of business, subject to reasonable wear.

ARTICLE VII RISK OF LOSS

Section 7.01 Risk of Loss. Risk of loss shall remain with Seller prior to the Closing Date. If, prior to the Closing Date any material portion of the Property shall be taken by condemnation or eminent domain or damaged or destroyed by fire or other casualty, Purchaser shall have the right to terminate this Agreement.

ARTICLE VIII NOTICES

Section 8.01 Delivery of Notices. Unless specifically stated otherwise in this Agreement, all notices, demands, consents, approvals, waivers, or other communications (for purposes of this Section 9.01 collectively referred to as “**Notices**”) shall be in writing and delivered to Purchaser, Seller, or Escrow Agent, at the addresses set forth in Section 9.02, by one of the following methods:

- (a) personal delivery, whereby delivery is deemed to have occurred at the time of delivery;
- (b) overnight delivery by a nationally recognized overnight courier company, whereby delivery is deemed to have occurred the Business Day following deposit with the courier;
- (c) registered or certified mail, postage prepaid, return receipt requested, whereby delivery is deemed to have occurred on the third Business Day following deposit with the United States Postal Service; or
- (d) electronic transmission (facsimile or email) provided that such transmission is completed no later than 5:00 pm on a Business Day and the original is also sent by personal delivery, overnight delivery or by mail in the manner previously described, whereby delivery is deemed to have occurred at the end of the Business Day on which the electronic transmission is completed.

Section 8.02 Parties’ Addresses.

(a) Unless changed in accordance with Section 9.02(b) of this Agreement, the addresses for all communications and notices shall be as follows:

If to Seller:

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

With a copy to:

Name: Oconee Economic Alliance
Address: 528 Bypass US-123, Suite G
Seneca, South Carolina 29678
Attention: President

With a copy to:

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

With a copy to:

Name: King Kozlarek Law LLC
Address: Post Office Box 565
Greenville, South Carolina 29602-0565
Attention: Michael E. Kozlarek
Email: michael@kingkozlaw.com

With a copy to:

Name: Nelson Mullins Riley & Scarborough, LLP
Address: 1320 Main Street, 17th Floor
Columbia, South Carolina 29201
Attention: Edward G. Kluiters
Email: edward.kluiters@nelsonmullins.com
Facsimile: (803) 255-5159

If to Escrow Agent:

Name: Nelson Mullins Riley & Scarborough, LLP
Address: 1320 Main Street, 17th Floor
Columbia, South Carolina 29201
Attention: Edward G. Kluiters
Email: edward.kluiters@nelsonmullins.com
Facsimile: (803) 255-5159

(b) Any party may, by notice given in accordance with this Article, designate a different address or person for receipt of all communications or notices.

(c) Any notice under this Agreement may be given by the attorneys of the respective parties who are hereby authorized to do so on their behalf.

ARTICLE IX REMEDIES

Section 9.01 Remedies.

(a) If Purchaser shall default in the observance or performance of Purchaser's obligations under this Agreement and the Closing does not occur as a result thereof (a "**Purchaser Default**"), Seller's sole and exclusive remedy shall be to retain the Deposit, as and for full and complete liquidated and agreed damages for Purchaser's Default, and the parties shall be released from further liability to each other hereunder, except for those obligations and liabilities that are expressly stated to survive termination of this Agreement. SELLER AND PURCHASER AGREE THAT IT WOULD BE IMPRACTICAL AND EXTREMELY DIFFICULT TO ESTIMATE THE DAMAGES WHICH SELLER MAY SUFFER UPON A PURCHASER DEFAULT AND THAT THE DEPOSIT AND ANY INTEREST EARNED THEREON, AS THE CASE MAY BE, REPRESENTS A REASONABLE ESTIMATE OF THE TOTAL NET DETRIMENT THAT SELLER WOULD SUFFER UPON A PURCHASER DEFAULT. SUCH LIQUIDATED AND AGREED DAMAGES ARE NOT INTENDED AS A FORFEITURE OR A PENALTY WITHIN THE MEANING OF APPLICABLE LAW.

(b) If Seller shall default in the observance or performance of any of the terms of this Agreement, and Purchaser is ready, willing, and able to close in accordance with the terms, provisions, and conditions of this Agreement and the Closing does not occur as a result thereof, Purchaser's remedies shall be as stated in Section 4.04 hereof and, in addition, Seller is entitled to the remedy of specific performance.

(c) Upon the release of the Deposit to either Purchaser or Seller, as the case may be, this Agreement shall be deemed null and void and no party hereto shall have any obligations to, or rights against, the other hereunder, except as expressly provided herein.

(d) The provisions of this Article shall survive the Closing or termination of this Agreement.

(e) If any legal action is instituted under this Agreement, the prevailing party in such action shall be entitled to recover from the other party costs related to such legal action, including reasonable attorneys' fees and costs in all trial, appellate, post-judgment, and bankruptcy proceedings.

ARTICLE X ESCROW

Section 10.01 Escrow Terms. Escrow Agent shall hold and disburse the Deposit in accordance with the following provisions:

(a) Escrow Agent shall have the right, but not the obligation, to invest the Deposit in savings accounts, treasury bills, certificates of deposits and/or in other money market instruments approved by Seller, or in funds investing in any of the foregoing, and shall not be liable for any losses suffered in connection with any such investment.

(b) If the Closing occurs, then Escrow Agent shall deliver the Deposit to Seller.

(c) If for any reason the Closing does not occur and either party makes a written demand upon Escrow Agent for payment of the Deposit, Escrow Agent shall give written notice to the other party of such demand. If Escrow Agent does not receive a written objection from the other party to the proposed payment within five (5) Business Days after the giving of such notice, Escrow Agent is hereby authorized to make such payment. If Escrow Agent does receive such written objection within such five (5) Business Day period or if for any other reason Escrow Agent in good faith shall elect not to make such payment, Escrow Agent shall continue to hold such amount until otherwise directed by written instructions from the parties to this Agreement or a final judgment in court. However, Escrow Agent shall have the right at any time to deposit the Deposit and interest thereon, if any, with a court of competent jurisdiction. Escrow Agent shall give written notice of such deposit to Seller and Purchaser. Upon such deposit, Escrow Agent shall be relieved and discharged of all further obligations and responsibilities hereunder.

Section 10.02 Escrow Agent's Duties and Responsibilities.

(a) Escrow Agent has signed this Agreement for the sole purpose of agreeing to act as Escrow Agent in accordance with this Article. Escrow Agent shall have no duties or responsibilities except those set forth in this Agreement and Seller and Purchaser agree and acknowledge that Escrow Agent shall act hereunder as a depository only.

(b) Escrow Agent shall be protected in relying upon the accuracy, acting in reliance upon the contents, and assuming the genuineness of any notice, demand, certificate, signature, instrument, or other document which is given to Escrow Agent without verifying the truth or accuracy of any such notice, demand, certificate, signature, instrument, or other document.

(c) The parties acknowledge that Escrow Agent is acting solely as a stakeholder at their request and for their convenience, that the duties of the Escrow Agent hereunder are purely ministerial in nature and shall be expressly limited to the safekeeping and disposition of the Deposit in accordance with

the provisions of this Agreement. Escrow Agent shall not be liable for any action taken or omitted by Escrow Agent in good faith and believed by Escrow Agent to be authorized or within its rights or powers conferred upon it by this Agreement, except for any damage caused by Escrow Agent's own gross negligence or willful default. Escrow Agent shall not have any liability or obligation for loss of all or any portion of the Deposit by reason of the insolvency or failure of the institution of depository with whom the escrow account is maintained. Upon the disbursement of the Deposit in accordance with this Agreement, Escrow Agent shall be relieved and released from any liability under this Agreement, except in connection with Escrow Agent's gross negligence or willful misconduct.

(d) In the event that a dispute shall arise in connection with this Agreement, or as to the rights of the parties in and to, or the disposition of, the Deposit, Escrow Agent shall have the right to: (i) hold and retain all or any part of the Deposit until such dispute is settled or finally determined by litigation, arbitration, or otherwise; (ii) deposit the Deposit in an appropriate court of law, following which Escrow Agent shall thereby and thereafter be relieved and released from any liability or obligation under this Agreement; (iii) institute an action in interpleader or other similar action permitted by stakeholders in the State of South Carolina; or (iv) interplead any of the parties in any action or proceeding which may be brought to determine the rights of the parties to all or any part of the Deposit.

(e) Escrow Agent shall not charge a fee for its services as escrow agent.

(f) All costs and expenses incurred by Escrow Agent in performing its duties as the Escrow Agent including, without limitation, reasonable attorneys' fees (whether paid to retained attorneys or amounts representing the fair value of legal services rendered to or for itself) shall be borne 50% by Seller and 50% by Purchaser, except however, if any litigation arises under this Agreement with respect to the Deposit, all costs and expenses of the litigation shall be borne by whichever of Seller or Purchaser is the losing party.

(g) Escrow Agent has acknowledged agreement to these provisions by signing in the place indicated on the signature page of this Agreement.

Section 10.03 Indemnification of Escrow Agent. Seller and Purchaser hereby agree to, jointly and severally, indemnify, defend, and hold harmless Escrow Agent from and against any liabilities, damages, losses, costs, or expenses incurred by, or claims or charges made against Escrow Agent (including reasonable attorneys' fees and disbursements) by reason of Escrow Agent acting or failing to act in connection with any of the matters contemplated by this Agreement or in carrying out the terms of this Agreement, except for those matters arising as a result of Escrow Agent's gross negligence or willful misconduct.

Section 10.04 Purchaser's Attorney as Escrow Agent. Notwithstanding anything to the contrary herein contained, Purchaser acknowledges that Escrow Agent is also acting as Purchaser's counsel in connection with this Agreement and the transactions contemplated hereunder. Seller further acknowledges and agrees that the Escrow Agent may represent Purchaser, as Purchaser's counsel, in any action, suit, or other proceeding between Seller and Purchaser or in which Seller and Purchaser may be involved.

Section 10.05 Survival. This Article shall survive the Closing or the termination of this Agreement.

ARTICLE XI
[RESERVED]

ARTICLE XII BROKERS

Section 12.01 Brokers. Purchaser and Seller each represent and warrant to each other that they dealt with no broker in connection with, nor has any broker had any part in bringing about, this transaction. Seller and Purchaser shall each indemnify, defend, and hold harmless the other from and against any claim of any broker or other person for any brokerage commissions, finder's fees, or other compensation in connection with this transaction if such claim is based in whole or in part by, through, or on account of, any acts of the indemnifying party or its agents, employees, or representatives and from all losses, liabilities, costs, and expenses in connection with such claim, including without limitation, reasonable attorneys' fees, court costs, and interest.

Section 12.02 Survival. The provisions of this Article XIII shall survive the Closing or the termination of this Agreement prior to the Closing.

ARTICLE XIII MISCELLANEOUS

Section 13.01 Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of South Carolina.

Section 13.02 Merger; No Representations. This Agreement constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. This Agreement is entered into after full investigation, no party is relying upon any statement or representation, not set forth in this Agreement, made by any other party.

Section 13.03 No Survival. Except as otherwise provided in this Agreement, no representations, warranties, covenants, or other obligations of Seller set forth in this Agreement shall survive the Closing and no action based thereon shall be commenced after the Closing.

Section 13.04 Limitation of Liability.

(a) No individual officer, Council member, employee, agent, attorney, successor, or assign of Seller, shall have any personal liability, directly or indirectly, under or in connection with this Agreement or any agreement made or entered into under or pursuant to the provisions of this Agreement or any amendment or amendments to any of the foregoing made at any time or times, heretofore and hereafter, and Purchaser and its successors and assigns and, without limitation all other persons and entities, shall look solely to Seller's assets for the payment of any claim or for any performance and Purchaser, on behalf of itself and its successors and assigns, hereby waives any and all such personal liability.

(b) No officer, director, or agent of Purchaser, shall have any personal liability, directly or indirectly, under or in connection with this Agreement or any agreement made or entered into under or pursuant to the provisions of this Agreement, or any amendment or amendments to any of the foregoing made at any time or times, heretofore and hereafter, and Seller and its successors and assigns and, without limitations, all other persons and entities, shall look solely to Purchaser's assets for the payment of any claim or for any performance, and Seller, on behalf of itself and its successors and assigns, hereby waives any and all such personal liability.

Section 13.05 Business Days. Whenever any action must be taken (including the giving of notices) under this Agreement during a certain time period (or by a particular date) that ends or occurs on

a non-business day, then such period (or date) shall be extended until the next succeeding Business Day. As used herein, the term “**Business Day**” shall mean any day other than a Saturday, a Sunday, or a legal holiday on which national banks are not open for general business in the State of South Carolina.

Section 13.06 Modifications and Amendments. This Agreement cannot under any circumstance be modified or amended orally and no agreement shall be effective to waive, change, modify, terminate, or discharge this Agreement, in whole or in part, unless such agreement is in writing and is signed by both Seller and Purchaser.

Section 13.07 No Recording. Neither this Agreement, nor any memorandum of this Agreement, shall be recorded. The recording of this Agreement, or any memorandum of this Agreement, by Purchaser shall constitute a material default and shall entitle Seller to retain the Deposit and any interest earned thereon.

Section 13.08 Successors and Assigns; Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs or successors and permitted assigns. Purchaser may not assign or otherwise transfer this Agreement, or any of its rights or obligations hereunder, without the prior written consent of Seller, which consent may be withheld in Seller’s sole discretion. Any purported assignment without Seller’s consent shall be void and of no force or effect. Any change in control of Purchaser or of any of the direct or indirect ownership interests in Purchaser, at any level or tier of ownership, whether in one transaction or a series of transactions, shall constitute an assignment for purposes of this Section.

Section 13.09 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect, invalidate, or render unenforceable any other term or provision of this Agreement. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated by this Agreement be consummated as originally contemplated to the greatest extent possible.

Section 13.10 Further Assurances. Each of the parties hereto shall execute and deliver such additional documents, instruments, conveyances, and assurances and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby, provided such documents are customarily delivered in real estate transactions in the State of South Carolina and do not impose any material obligations upon any party hereunder except as set forth in this Agreement.

Section 13.11 Counterparts. This Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original for all purposes, but all such counterparts shall together constitute but one and the same instrument.

Section 13.12 Headings. The captions or paragraph titles contained in this Agreement are for convenience and reference only and shall not be deemed a part of the text of this Agreement.

Section 13.13 No Waivers. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party providing the waiver. No waiver by either party of any failure or refusal to comply with any obligations under this Agreement shall be deemed a waiver of any other or subsequent failure or refusal to so comply.

Section 13.14 No Offer. This Agreement shall not be deemed an offer or binding upon Seller or Purchaser until this Agreement is fully executed and delivered by Seller and Purchaser.

Section 13.15 Waiver of Jury Trial. SELLER AND PURCHASER HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER ARISING IN TORT OR CONTRACT) BROUGHT BY SUCH PARTY AGAINST THE OTHER ON ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT.

Section 13.16 Time of the Essence. The parties hereto acknowledge and agree that, except as otherwise expressly provided in this Agreement, TIME IS OF THE ESSENCE for the performance of all actions (including, without limitation, the giving of Notices, the delivery of documents, and the funding of money) required or permitted to be taken under this Agreement. Whenever action must be taken (including, without limitation, the giving of Notice, the delivery of documents, or the funding of money) under this Agreement, prior to the expiration of, by no later than, or on a particular date, unless otherwise expressly provided in this Agreement, such action must be completed by 6:00 p.m. Eastern Standard Time on such date. However, notwithstanding anything to the contrary herein, whenever action must be taken (including, without limitation, the giving of Notice, the delivery of documents, or the funding of money) under this Agreement prior to the expiration of, by no later than, or on a particular date that is not a Business Day, then such date shall be extended until the immediately following Business Day.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above.

PURCHASER:

[PURCHASER NAME], a[n] [STATE OF ORGANIZATION] [ENTITY TYPE]

By: _____

Name: _____

Title: _____

SELLER:

OCONEE COUNTY, SOUTH CAROLINA, a political subdivision of the State of South Carolina

By: _____

Name: Amanda F. Brock

Title: County Administrator

ESCROW AGENT:

NELSON MULLINS RILEY &
SCARBOROUGH, LLP, as Escrow Agent

By: _____

Name: _____

Title: _____

EXHIBIT A – PROPERTY DESCRIPTION

EXHIBIT B - LIMITED WARRANTY DEED

ATTACHMENT A
PRELIMINARY TERM SHEET*
FEE IN LIEU OF TAX AGREEMENT
BY AND BETWEEN

OCONEE COUNTY, SOUTH CAROLINA, AND A COMPANY IDENTIFIED FOR THE TIME
BEING AS PROJECT [] AND ONE OR MORE AFFILIATES OR OTHER PROJECT SPONSORS

Company Commitments:	\$10,160,000 aggregate, taxable investment; 32 aggregate, new, full-time equivalent jobs
Basic FILOT Terms:	6% assessment ratio; fixed millage rate of 0.2278; 5-year investment period; 20-year payment period for each annual increment of investment during investment period; real property not subject to reassessment
Multi-County Park:	In the County's discretion, all property of Company in County to be designated as part of a multi-county industrial or business park
SSRC (years/credit):	30% for 5 years
Clawback:	Repayment of previously claimed SSRC and reduction of future, if any, SSRC, based on weighted average of difference between commitment and actual taxable investment and job creation, repayable to County in 15 days after close of investment period

*TERMS SET FORTH IN THIS ATTACHMENT ARE SUMMARY IN NATURE AND SHALL BE SET FORTH IN GREATER DETAIL, INCLUDING ANY CLAWBACKS, IN THE FINAL FEE IN LIEU OF TAX AGREEMENT.

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2022-09**

AN ORDINANCE AMENDING CHAPTER 32, ARTICLE V, OF
THE OCONEE COUNTY CODE OF ORDINANCES
GOVERNING GROUP RESIDENTIAL DEVELOPMENTS.

WHEREAS, consistent with the powers granted county governments by S.C. Code § 4-9-25 and S.C. Code § 4-9-30, Oconee County (“County”) a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its governing body, the Oconee County Council (the “County Council”), has the authority to enact regulations, resolutions, and ordinances, not inconsistent with the Constitution and the general law of the State of South Carolina, including the exercise of such powers in relation to health and order within its boundaries and respecting any subject as appears to it necessary and proper for the security, general welfare, and convenience of the County or for preserving health, peace, order, and good government therein;

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

WHEREAS, the County is authorized by Section 4-9-30(9) and Chapter 29 of Title 6 of the South Carolina Code of Laws, among other sources, to impose land use restrictions and development standards in the unincorporated areas of the County; and

WHEREAS, County Council recognizes that there is a need to revise the law of the County to meet the changing needs of the County and that there is a need to amend Chapter 32, Article V “Group Residential Developments,” in the form attached hereto as Exhibit A, and to affirm and preserve all other provisions of the Code of Ordinances not specifically, or by implication, amended hereby.

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

1. Chapter 32, Article V “Group Residential Developments,” of the Code of Ordinances is hereby revised, rewritten, and amended to read as set forth in Exhibit A, which is attached hereto and incorporated herein by reference. Attached hereto as Exhibit B is a version of Chapter 32, Article V, showing the changes made hereby to the prior ordinance; it is for illustrative purposes only, and shall not be codified.

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

3. All ordinances, orders, resolutions, and actions of County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded. Nothing contained herein, or in the attachment hereto, shall cancel, void, or revoke, or shall be interpreted as cancelling, voiding, or revoking, *ex post facto*, in any regard any prior performance

standard, zoning or rezoning acts, actions, or decisions of the County or County Council based thereon, which were valid and legal at the time in effect and undertaken pursuant thereto, in any regard.

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

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

ORDAINED in meeting, duly assembled, this ____ day of _____, 2022.

ATTEST:

Jennifer C. Adams
Clerk to Oconee County Council

John Elliott
Chair, Oconee County Council

First Reading: _____
Second Reading: _____
Third Reading: _____
Public Hearing: _____

EXHIBIT A

- CODE OF ORDINANCES
Chapter 32 - UNIFIED PERFORMANCE STANDARDS
ARTICLE V. GROUP RESIDENTIAL DEVELOPMENTS

ARTICLE V. GROUP RESIDENTIAL DEVELOPMENTS

Sec. 32-171. Authority of article provisions.

The regulations of this article are enacted pursuant to S.C. Code 1976, § 6-29-310, et seq.

Sec. 32-172. Purpose of article.

The regulations of this article are intended to lessen the adverse impact of large-scale group residential development on neighboring residential areas and to ensure the health, safety and general welfare of residents and citizens of the county.

Sec. 32-173. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Board means the board of zoning appeals (BZA), as defined in section 32-5.

Exempted residential facility means recreational summer camps, day facilities, and religious retreat facilities, any of which do not provide for long-term stays of 30 days or more. Hospitals and nursing homes are exempted from the requirements of this article.

Group residential facility means a public, private, or not-for-profit facility, which (i) provides a community living environment for individuals, whether or not disabled under applicable law, requiring custodial care, medical or therapeutic treatment, or specialized social services and (ii) houses ten or more persons not related by blood, marriage, or adoption in a residential or dormitory environment for a period of 30 days or more per year. Residential treatment centers (RTCs) are included in this definition. Proposed group residential facilities must show compliance with all applicable requirements of the state of South Carolina.

Sec. 32-174. Group residential facilities permitted by special exception.

Persons desiring to build or expand a group residential facility as defined by this article shall make an application through the planning director, or designee, to the board providing information required by this article. Development or expansion of a group residential facility may commence only with the approval of the board as a special exception after a public hearing in accordance with section 32-5.

Sec. 32-175. Review of application by planning director, or designee.

All applications for development or expansion of residential group facilities must be submitted to the county planning director, or designee for review. Applications must be complete and shall include all of the materials and information required by this article (application requirements and sketch plan and preliminary development plans) and must meet all applicable requirements and/or conditions in this article before an application will be processed. Incomplete applications will be returned to the applicant. The planning director, or designee shall refer completed applications to the board for final review and approval as a special exception. The planning director, or designee shall act upon applications within 30 days of receipt, returning them for cause, or forwarding them to the board for further action.

Sec. 32-176. Public hearing and approval by the board.

The board shall conduct a public hearing and shall review applications for compliance with the provisions of this article, in particular with section 32-180, board criteria for granting a special exception and general criteria for special exceptions in article I of this chapter. Development or expansion may proceed only as approved by the board. Any changes in development or expansion plans as approved by the board shall require a new application.

Sec. 32-177. Appeals.

Whenever there is an alleged error by the planning director, or designee in an order, requirement, decision, or determination, an applicant may request a hearing before the board in accordance with the provisions of section 32-5. Appeals of the decisions of the board may be made to the county circuit court in accordance with the provisions of section 32-5. Appeal hearings shall be advertised and reasonable fees may be charged in accordance with article I of this chapter. Appeals of the decisions of County Council may be made to the county circuit court in accordance with the South Carolina Code of Laws.

Sec. 32-178. Application requirements.

Applications for development or expansion of group residential facilities must include the following:

- (1) A complete description of the name and purpose of the proposed facility;
- (2) A complete list of the names, addresses, and phone numbers of board members, owners and investors, as applicable;
- (3) A copy of a license or application for a license to the state department of social services to operate a group facility;
- (4) State tax identification number or tax exemption certification; and
- (5) Two copies of a preliminary development plans and a sketch plan displaying the physical and relative layout of the facility as outlined by section 32-179.

Sec. 32-179. Sketch plan and preliminary development plans.

A sketch and development plan will be required for all proposed group residential developments. The sketch plan shall be drawn at an approximate scale of not less than a scale of 200 feet to one inch and shall include a vicinity map at a scale of not less than two miles to one inch showing the relationship of the proposed development to the surrounding areas. The planning director, or designee may waive some of the following sketch plan elements on applications for minor modifications and additions to existing facilities; otherwise, all sketch plan submittals shall include the following in sketch and narrative form:

- (1) An accounting of total acreage in the tract and any proposed subdivision of parcels;
- (2) Arrangement, shape, dimensions, and area of proposed development;
- (3) Location of existing property lines, easements, road rights-of-way, buildings, or other public ways adjoining the tract to be developed;
- (4) Alignment, right-of-way width, and clarification of proposed roads;
- (5) Topography by contour at intervals of not more than ten feet (as from USGS quad sheets);
- (6) Map scale, north arrow, and date;
- (7) Name/address/telephone number of legal owner or agent and the professional (surveyor or engineer) who will undertake detailed layout and improvements design;
- (8) Location of watercourses and land subject to flooding based on a 100-year frequency flood;
- (9) The existing and proposed uses of land throughout the development;
- (10) Proposed method of water supply and wastewater treatment and other utility services;
- (11) The proposed name of the development;
- (12) The owner/developer shall submit a sketch plan of this entire tract even though the subdivider's present plans call for the actual development of only a part of the property.

Sec. 32-180. Board criteria for granting a special exception.

The board criteria for granting a special exception shall be as follows:

- (1) Traffic flow from the facility shall not present a danger to local residents, motorists and pedestrians.
- (2) Noise, lighting, and activities carried out on the premises of the facility shall not present a nuisance to local residents.
- (3) The residents of the facility shall not present any potential danger to local residents.
- (4) The residents of the facility shall reside in a safe and healthy environment.
- (5) The proposed development is in compliance with the other provisions of this chapter.

Sec. 32-181. Reasonable Accommodation Requests.

Oconee County Council is authorized to grant reasonable accommodations under the Federal Fair Housing Act, the Americans with Disabilities Act of 1990, the Rehabilitation Act of 1973, and the South Carolina Fair Housing Law, as amended, under the circumstances set forth in this section.

Any person who requires a reasonable accommodation, because of a disability, in the application of a land use or zoning law, rule, policy, or practice that may be acting as a barrier to equal opportunity to housing opportunities, or any person or persons acting on behalf of or for the benefit of such a person, may request such accommodation.

An application for a reasonable accommodation, which shall be in writing on a form prescribed by the County and available from the County Planning Department, shall be filed with the County Administrator and the County Planning Director. At a minimum, the application shall contain:

- (1) The applicant's contact information (name, mailing address, telephone number, fax number, and email address);
- (2) The contact information for the owner(s) of the property (if different from the applicant);
- (3) The address of the property at which the reasonable accommodation is requested;
- (4) A full description of the reasonable accommodation requested;
- (5) A detailed statement explaining how and why the request meets the standards for a reasonable accommodation as set forth in this section;
- (6) The notarized signature of the applicant and property owner(s) (if different from the applicant); and
- (7) The information required under sections 32-178 and 32-179 of this article, provided the requirement of submitting such information is not the subject of the reasonable accommodation request.

No filing fee shall be required for the application.

County Council shall consider the proposed reasonable accommodation and shall decide the request upon a majority vote of the members present.

County Council shall grant a reasonable accommodation in relation to any provision of this article and related law, if County Council finds that the applicant has demonstrated, by the greater weight of the evidence, that the proposed reasonable accommodation is both reasonable and necessary, in accordance with applicable law and the following:

(1) “Reasonable”: an accommodation will be determined to be reasonable if it would not undermine the legitimate purposes and effects of existing land use or zoning regulations, and if it will not impose significant financial and administrative burdens upon the County and/or constitute a substantial or fundamental alteration of the County’s zoning or land use ordinance provisions; and

(2) “Necessary”: an accommodation will be determined to be necessary if it would provide direct or meaningful amelioration of the effects of the particular disability or handicap and would afford disabled or handicapped persons equal opportunity to enjoy and use a dwelling, including public and common spaces, in the County.

After County Council has approved a reasonable accommodation request, the applicant shall follow all applicable land use ordinances, procedures, and regulations for the approval of any permits, certificates, or other approvals required in order to proceed with development or use of the property. All orders, decisions, determinations, and interpretations made by administrative officers under those procedures shall be consistent with the reasonable accommodations granted by County Council.

Sec. 32-182. Building permits and certificate of occupancy.

Building permits and certificate of occupancy shall not be issued until or unless authorized by the planning director, or designee and the proposed development is in compliance with the requirements of this article and the standard building codes as adopted by the county.

Secs. 32-183—32-210. Reserved.

EXHIBIT B

- CODE OF ORDINANCES
Chapter 32 - UNIFIED PERFORMANCE STANDARDS
ARTICLE V. GROUP RESIDENTIAL DEVELOPMENTS

ARTICLE V. GROUP RESIDENTIAL DEVELOPMENTS

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Board means the board of zoning appeals (BZA), as defined in section 32-5.

Exempted residential facility means recreational summer camps, day facilities, and religious retreat facilities, any of which do not provide for long-term stays of 30 days or more. Hospitals ~~and, nursing homes, and accredited college/accredited university housing~~ are exempted from the requirements of this article.

~~*Group residential facility* means a public, private, or not-for-profit facility which may provide licensed or unlicensed counseling services, schooling, and care, and which houses ten or more persons not related by blood or adoption in a residential or dormitory environment for a period of 30 days or more per year. Residential treatment centers (RTCs) are included in this definition.~~

Group residential facility means a public, private, or not-for-profit facility, which (i) provides a community living environment for individuals, whether or not disabled under applicable law, requiring custodial care, medical or therapeutic treatment, or specialized social services and (ii) houses ten or more persons not related by blood, marriage, or adoption in a residential or dormitory environment for a period of 30 days or more per year. Residential treatment centers (RTCs) are included in this definition. Proposed group residential facilities must show compliance with all applicable requirements of the state of South Carolina.

Sec. 32-174. Group residential facilities permitted ~~only~~ by special exception.

Persons desiring to build or expand a group residential facility as defined by this article shall make an application through the planning director, or designee, to the board providing information required by this article. Development or expansion of a group residential facility may commence only with the approval of the board as a special exception after a public hearing in accordance with section 32-5.

Sec. 32-175. Review of application by planning director, or designee.

All applications for development or expansion of residential group facilities must be submitted to the county planning director, or designee for review. Applications must be complete and shall include all of the materials and information required by this article (application requirements and sketch plan and preliminary development plans) and must meet all applicable requirements and/or conditions in this article before an application will be processed. Incomplete applications will be returned to the applicant. The planning director, or designee shall refer completed applications to the board for final review and approval as a special exception. The planning director, or designee shall act upon applications within 30 days of receipt, returning them for cause, or forwarding them to the board for further action.

Sec. 32-176. Public hearing and approval by the board.

The board shall conduct a public hearing and shall review applications for compliance with the provisions of this article, in particular with section 32-180, board criteria for granting a special exception and general criteria for special exceptions in article I of this chapter. Development or expansion may proceed only as approved by the board. Any changes in development or expansion plans as approved by the board shall require a new application.

Sec. 32-177. Appeals.

Whenever there is an alleged error by the planning director, or designee in an order, requirement, decision, or determination, an applicant may request a hearing before the board in accordance with the provisions of section 32-5. Appeals of the decisions of the board may be made to the county circuit court in accordance with the provisions of section 32-5. Appeal hearings shall be advertised and reasonable fees may be charged in accordance with article I of this chapter. [Appeals of the decisions of County Council may be made to the county circuit court in accordance with the South Carolina Code of Laws.](#)

Sec. 32-178. Application requirements.

Applications for development or expansion of group residential facilities must include the following:

- (1) A complete description of the name and purpose of the proposed facility;
- (2) A complete list of the names, addresses, and phone numbers of board members, owners and investors, as applicable;

-
- (3) A copy of a license or application for a license to the state department of social services to operate a group facility;
 - (4) State tax identification number or tax exemption certification; and
 - (5) Two copies of a preliminary development plans and a sketch plan displaying the physical and relative layout of the facility as outlined by section 32-179.

Sec. 32-179. Sketch plan and preliminary development plans.

A sketch and development plan will be required for all proposed group residential developments. The sketch plan shall be drawn at an approximate scale of not less than a scale of 200 feet to one inch and shall include a vicinity map at a scale of not less than two miles to one inch showing the relationship of the proposed development to the surrounding areas. The planning director, or designee may waive some of the following sketch plan elements on applications for minor modifications and additions to existing facilities; otherwise, all sketch plan submittals shall include the following in sketch and narrative form:

- (1) An accounting of total acreage in the tract and any proposed subdivision of parcels;
- (2) Arrangement, shape, dimensions, and area of proposed development;
- (3) Location of existing property lines, easements, road rights-of-way, buildings, or other public ways adjoining the tract to be developed;
- (4) Alignment, right-of-way width, and clarification of proposed roads;
- (5) Topography by contour at intervals of not more than ten feet (as from USGS quad sheets);
- (6) Map scale, north arrow, and date;
- (7) Name/address/telephone number of legal owner or agent and the professional (surveyor or engineer) who will undertake detailed layout and improvements design;
- (8) Location of watercourses and land subject to flooding based on a 100-year frequency flood;
- (9) The existing and proposed uses of land throughout the development;
- (10) Proposed method of water supply and wastewater treatment and other utility services;
- (11) The proposed name of the development;
- (12) The owner/developer shall submit a sketch plan of this entire tract even though the subdivider's present plans call for the actual development of only a part of the property.

Sec. 32-180. Board criteria for granting a special exception.

The board criteria for granting a special exception shall be as follows:

- (1) Traffic flow from the facility shall not present a danger to local residents, motorists and pedestrians.

-
- (2) Noise, lighting, and activities carried out on the premises of the facility shall not present a nuisance to local residents.
 - (3) The residents of the facility shall not present any potential danger to local residents.
 - (4) The residents of the facility shall reside in a safe and healthy environment.
 - (5) The proposed development is in compliance with the other provisions of this chapter.

Sec. 32-181. ~~Reserved.~~ Reasonable Accommodation Requests.

Oconee County Council is authorized to grant reasonable accommodations under the Federal Fair Housing Act, the Americans with Disabilities Act of 1990, the Rehabilitation Act of 1973, and the South Carolina Fair Housing Law, as amended, under the circumstances set forth in this section.

Any person who requires a reasonable accommodation, because of a disability, in the application of a land use or zoning law, rule, policy, or practice that may be acting as a barrier to equal opportunity to housing opportunities, or any person or persons acting on behalf of or for the benefit of such a person, may request such accommodation.

An application for a reasonable accommodation, which shall be in writing on a form prescribed by the County and available from the County Planning Department, shall be filed with the County Administrator and the County Planning Director. At a minimum, the application shall contain:

(1) The applicant's contact information (name, mailing address, telephone number, fax number, and email address);

(2) The contact information for the owner(s) of the property (if different from the applicant);

(3) The address of the property at which the reasonable accommodation is requested;

(4) A full description of the reasonable accommodation requested;

(5) A detailed statement explaining how and why the request meets the standards for a reasonable accommodation as set forth in this section;

(6) The notarized signature of the applicant and property owner(s) (if different from the applicant); and

(7) The information required under sections 32-178 and 32-179 of this article, provided the requirement of submitting such information is not the subject of the reasonable accommodation request.

No filing fee shall be required for the application.

County Council shall consider the proposed reasonable accommodation and shall decide the request upon a majority vote of the members present.

County Council shall grant a reasonable accommodation in relation to any provision of this article and related law, if County Council finds that the applicant has demonstrated, by the greater weight of the evidence, that the proposed reasonable accommodation is both reasonable and necessary, in accordance with applicable law and the following:

(1) “Reasonable”: an accommodation will be determined to be reasonable if it would not undermine the legitimate purposes and effects of existing land use or zoning regulations, and if it will not impose significant financial and administrative burdens upon the County and/or constitute a substantial or fundamental alteration of the County’s zoning or land use ordinance provisions; and

(2) “Necessary”: an accommodation will be determined to be necessary if it would provide direct or meaningful amelioration of the effects of the particular disability or handicap and would afford disabled or handicapped persons equal opportunity to enjoy and use a dwelling, including public and common spaces, in the County.

After County Council has approved a reasonable accommodation request, the applicant shall follow all applicable land use ordinances, procedures, and regulations for the approval of any permits, certificates, or other approvals required in order to proceed with development or use of the property. All orders, decisions, determinations, and interpretations made by administrative officers under those procedures shall be consistent with the reasonable accommodations granted by County Council.

Sec. 32-182. Building permits and certificate of occupancy.

Building permits and certificate of occupancy shall not be issued until or unless authorized by the planning director, or designee and the proposed development is in compliance with the requirements of this article and the standard building codes as adopted by the county.

Secs. 32-183—32-210. Reserved.

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2022-10**

AN ORDINANCE AMENDING CHAPTER 40, ARTICLE V, OF
THE OCONEE COUNTY CODE OF ORDINANCES, ENTITLED
“PROTECTION OF HISTORICAL MEMORIALS.”

WHEREAS, consistent with the powers granted county governments by S.C. Code § 4-9-25 and S.C. Code § 4-9-30, Oconee County (“County”) a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its governing body, the Oconee County Council (“County Council”), has the authority to enact regulations, resolutions, and ordinances, not inconsistent with the Constitution and the general law of the State of South Carolina, including the exercise of such powers relating to health and order within its boundaries and respecting any subject as appears to it necessary and proper for the security, general welfare, and convenience of the County or for preserving health, peace, order, and good government therein;

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

WHEREAS, County Council recognizes that there is a need to revise and supplement the law of the County to meet the changing needs of the County and that there is a need to amend Chapter 40, Article V “Protection of Historical Memorials,” in the form attached hereto as Exhibit A, and to affirm and preserve all other provisions of the Code of Ordinances not specifically, or by implication, amended hereby.

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

1. Chapter 40, Article V “Protection of Historical Memorials,” of the Code of Ordinances is hereby revised, rewritten, and amended to read as set forth in Exhibit A, which is attached hereto and incorporated herein by reference. Attached hereto as Exhibit B is a version of Chapter 40, Article V, showing the changes made hereby to the prior ordinance; it is for illustrative purposes only, and shall not be codified.
2. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the rest and remainder of this Ordinance, all of which is hereby deemed separable.
3. All ordinances, orders, resolutions, and actions of County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.
4. All other terms, provisions, and parts of the Code of Ordinances not amended hereby, directly or by implication, shall remain in full force.
5. This Ordinance shall take effect and be in full force from and after third reading and

enactment by County Council.

ORDAINED in meeting, duly assembled, this ____ day of _____, 2022.

ATTEST:

Jennifer C. Adams
Clerk to Oconee County Council

John Elliott
Chair, Oconee County Council

First Reading: _____
Second Reading: _____
Third Reading: _____
Public Hearing: _____

EXHIBIT A

- CODE OF ORDINANCES
Chapter 40 - CULTURAL AND HISTORIC PRESERVATION
ARTICLE V. PROTECTION OF HISTORICAL MEMORIALS

ARTICLE V. PROTECTION OF HISTORICAL MEMORIALS

Sec. 40-101. Purpose.

It is the purpose of this article to facilitate the preservation of historical memorials, as defined below, which are located within the unincorporated boundaries of Oconee County, South Carolina.

Sec. 40-102. Scope.

- (a) "Historical memorial" is defined as any marker, monument, memorial, tombstone, or plaque that commemorates a political, cultural, military, or societal event, person(s), or artifact of historical significance.
- (b) The following acts are strictly prohibited: climbing on, attaching oneself to, attaching anything to, defacing, damaging, removing, or altering in any way without the express permission of the owner thereof, any Historical Memorial located within the unincorporated boundaries of Oconee County, South Carolina.
- (c) This article applies only to Historical Memorials located on property that is publicly owned, operated, or controlled, including roadways and related easement premises.

Sec. 40-103. Enforcement.

Any person who violates the provisions of this article V shall be subject to the penalties established in section 1-7 of the Oconee County Code of Ordinances, to include fines and imprisonment in an amount not to exceed the jurisdictional limits granted to a magistrate court in the County under South Carolina Law.

EXHIBIT B

- CODE OF ORDINANCES
Chapter 40 - CULTURAL AND HISTORIC PRESERVATION
ARTICLE V. PROTECTION OF HISTORICAL MEMORIALS

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Sec. 40-101. Purpose.

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Sec. 40-102. Scope.

- (a) "Historical memorial" is defined as any marker, monument, memorial, tombstone, or plaque ~~that, or similar structure or site commemorates a of significant~~ political, cultural, military, or ~~societal event, person(s), or artifact of historical significance. social history.~~
- (b) The following acts are strictly prohibited: climbing on, attaching oneself to, attaching anything to, defacing, damaging, removing, or altering in any way without the express permission of the owner thereof, any historical memorial located within the unincorporated boundaries of Oconee County, South Carolina.
- (c) This article applies only to Historical Memorials located on property that is publicly owned, operated, or controlled, including roadways and related easement premises ~~(collectively "public property")~~.
- ~~(d) The Oconee County Arts and Historical Commission is hereby directed to develop a comprehensive list of historical memorials located on Public Property in Oconee County. This list, along with a statement of the criteria used to determine applicable historical memorials, shall be presented to county council for review and adoption as appendix A hereto [by reference], and it shall then constitute the definitive list of historical memorials to which this chapter shall apply.~~

Sec. 40-103. Enforcement.

Any person who violates the provisions of this article V shall be subject to the penalties established in section 1-7 of the Oconee County Code of Ordinances, to include fines and imprisonment in an amount not to exceed the jurisdictional limits granted to a magistrate court in the County under South Carolina Law.

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: March 15, 2022
COUNCIL MEETING TIME: 6:00 PM**

ITEM TITLE OR DESCRIPTION:

PRT Commission-Local ATAX Recommendations / Spring 2022 Cycle / \$162,500

BACKGROUND OR HISTORY:

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

These reports are placed in the grant folder, which is kept active by the PRT staff until the grant is considered complete. Internal projects through Oconee PRT are also funneled through local ATAX for eligible projects.

SPECIAL CONSIDERATIONS OR CONCERNS:

COMPLETE THIS PORTION FOR ALL PROCUREMENT REQUESTS:

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

If no, explain briefly: NO-ATAX grants

FINANCIAL IMPACT:

Beginning Local ATAX balance **\$560,280**

If all grants/projects approved/new balance will be: **\$397,780**

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: Yes

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

ATTACHMENTS

Spreadsheet approved by PRT Commission on 3.3.22.

STAFF RECOMMENDATION:

Request approval of local ATAX recommendations per the attached spreadsheet.

Reviewed By/ Initials:

_____ County Attorney _____ Finance _____ Grants _____ Procurement

Submitted or Prepared By:

Approved for Submittal to Council:

Phil Shirley, PRT Director
Department Head/Elected Official

Amanda Brock, County Administrator

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

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

Mar-22

Local ATAX Grants

Applicant	Funds Request	Project Description	Amount Eligible for ATAX	PRT Commission Recommendation
Lake Hartwell Country	\$15,000	Advertising	\$15,000	\$7,000
South Carolina Apple Festival	\$10,000	Advertising	\$7,383	\$4,400
Discover Upcountry SC	\$15,000	Advertising	\$15,000	\$7,000
Upstate Heritage Quilt Trail	\$3,399	Advertising	\$3,399	\$2,000
Oconee Military Museum	\$7,470	New Windows for Museum-Phase 1	\$6,150	\$4,000
Bertha Lee Strickland Cultural Museum	\$15,000	Advertising	\$14,505	\$9,000
Main Street Walhalla	\$7,000	Main Street Pole Banners	\$4,200	\$3,500
Rock the Ranch	\$5,000	Music Festival	\$3,240	\$1,600
City of Walhalla	\$9,500	Downtown Shuttle	\$6,000	\$1,500
Oconee County Chamber of Commerce	\$20,000	Visitor Center staffing	\$20,000	\$10,000
Walhalla Performing Arts Center	\$12,000	Advertising	\$12,000	\$10,000
TOTAL	\$119,369		\$106,877	\$60,000

PRT Internal Request

Recreation Building Renovation	\$75,000	Final phase-complete remodel	\$75,000	\$75,000
Equipment-Blower Attachment	\$7,500	High Falls County Park/Lake Hartwell sites	\$7,500	\$7,500
Historic Preservation	\$15,000	Alexander Cannon Hill House	\$15,000	\$15,000
Race to Valhalla Gravel Cycling	\$5,000	Race Sponsor-City of Walhalla	\$5,000	\$5,000
TOTAL	\$102,500		\$102,500	\$102,500

Total Requested

\$162,500

PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: March 15, 2022

ITEM TITLE:

Title: Komatsu Engine Replacement (Remanufactured)

Department: Rock Quarry

Amount: \$142,962.59

Contingency: \$ 7,037.41

Total: \$150,000.00

FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 2021-2022 budget process.

Finance Approval: _____

Budget: **\$ 150,000.00**

Project Cost: \$150,000.00

Balance: \$ 0

Ordinance 2022-04 (Amendment to Ordinance 2021-01) included \$150,000.00 to the Rock Quarry Enterprise Fund for this repair.

BACKGROUND DESCRIPTION:

The 2014 Komatsu 325-7 haul truck (805.14) is used by Rock Quarry Staff for daily Quarry operations and to haul rock products.

On January 10, 2022, the haul truck failed while driving into the pit. After evaluation by Quarry mechanics and mechanics from Linder Industrial Machinery, it was determined that the engine had a broken crankshaft and would need to be replaced. The current engine will be replaced with a Komatsu OEM remanufactured engine and will have a 1 year, unlimited hour, warranty. The County is currently renting an articulated dump truck from May Heavy Equipment to keep up with the current demand for Quarry products; therefore, it is necessary to get the Komatsu haul truck repaired as soon as possible.

SPECIAL CONSIDERATIONS OR CONCERNS:

Linder Industrial Machinery, of Greer, SC is the Authorized Dealer for Komatsu for South Carolina. Staff is requesting Council Approval for the purchase and install of the engine from Linder Industrial Machinery. This includes a 1 year, unlimited hour, warranty on the engine.

ATTACHMENT(S):

1. Linder Industrial Machinery Quote
2. Department Memo for Engine Replacement (OEM Remanufactured)
3. Linder Industrial Machinery Authorized Komatsu Dealer

STAFF RECOMMENDATION:

It is the staff's recommendation that Council;

1. Approve the purchase and installation of a remanufactured engine for the Komatsu 325-7 haul truck from Linder Industrial Machinery of Greer, SC., in the amount of \$142,962.59 and a contingency amount of \$7,037.41; for a total award of \$150,000.00.

Submitted or Prepared By: _____
Tronda C. Popham, Procurement Director

Approved for Submittal to Council: _____
Amanda F. Brock, County Administrator

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

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

ESTIMATE NO E26001621	DATE 03-03-22
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LINDER INDUSTRIAL MACHINERY
525 OLD JONES ROAD
GREER SC 29651

CUSTOMER NO BP0008530	PAGE NO 1
--------------------------	--------------

PAYMENT TERMS N10 PROX

Service Estimate

CUSTOMER RFQ# HD325-7

INVOICE TO:

WORK SITE:

OCONEE COUNTY ROCK QUARRY
COUNTY MAIL ROOM
686 ROCK CRUSHER RD
WALHALA SC 29691

OCONEE COUNTY ROCK QUARRY
COUNTY MAIL ROOM
686 ROCK CRUSHER RD
WALHALA SC 29691

SALESMAN: Sullivan, Sheri
CONTACT : MOXLEY

GOOD THRU : 04-02-22
REF: HD325-7

MODEL:HD325-7 CUST UNIT: UNIT:

SEGMENT : 1 ENGINE REPLACEMENT CUSTOMER SHOP SERVICE

MODEL:HD325-7 CUST UNIT: UNIT:

WORK SITE: OCONEE COUNTY ROCK QUARRY COUNTY MAIL ROOM 686 ROCK CRUSHER RD WALHALA SC 29691

ITEM	DESCRIPTION	QTY	PRICE	CORE	AMOUNT
R6261D00034T3	BASE ENGINE, HD	1	56,331.57	32,618.17	88,949.74
01010-E1030	BOLT P60	2	3.23	0.00	6.46
01643-31032	WASHER P60	2	1.10	0.00	2.20
566-01-82180	RUBBER P60	2	145.62	0.00	291.24
566-01-82190	RUBBER P60	2	83.96	0.00	167.92
01010-E1245	BOLT	2	6.71	0.00	13.42
01643-31232	WASHER P60	2	1.26	0.00	2.52
569-01-62790	CAP	2	74.39	0.00	148.78
04065-09530	SNAP RING	2	35.41	0.00	70.82
04064-06525	SNAP RING P6	2	15.01	0.00	30.02
566-01-22912	SEAL	2	84.92	0.00	169.84
01643-31232	WASHER P60	2	1.26	0.00	2.52
06040-06213	BEARING	2	77.74	0.00	155.48
	CRANE	1.00	1,600.00		1,600.00
	CRANE	1.00	1,600.00		1,600.00
	TRANSPORTATION	1.00	1,700.00		1,700.00
	TRANSPORTATION	1.00	1,700.00		1,700.00
LABOR					14,960.00

SEGMENT 1 TOTAL:

90,010.96 PARTS 14,980.00 LABOR 6,600.00 MISC. 0.00 TAX 111,570.96 TOTAL

ESTIMATE NO E26001621	DATE 03-03-22
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LINDER INDUSTRIAL MACHINERY
525 OLD JONES ROAD
GREER SC 29651

CUSTOMER NO BP0008530	PAGE NO 2
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PAYMENT TERMS N10 PROX

Service Estimate

CUSTOMER RFQ# HD325-7

SEGMENT : 2 HYDRAULIC PUMPS CUSTOMER SHOP SERVICE

MODEL:HD325-7 CUST UNIT: UNIT:

WORK SITE: OCONEE COUNTY ROCK QUARRY COUNTY MAIL ROOM 686 ROCK CRUSHER RD WALHALA SC 29691

ITEM	DESCRIPTION	QTY	PRICE	CORE	AMOUNT
705-52-31250	XPUMP ASSM	1	8,369.11	0.00	8,369.11
705-95-03011	XPUMP ASSY	1	8,199.61	0.00	8,199.61
705-95-07081	XPUMP ASSY	1	10,189.05	0.00	10,189.05
07000-F2130	O-RING	3	21.75	0.00	65.25
07000-F2130	O-RING	3	21.75	0.00	65.25
01010-81235	BOLT	12	5.12	0.00	61.44
01643-31232	WASHER P60	12	1.26	0.00	15.12
	SERVICE SUPPLIES	1.00	210.80		210.80
LABOR					4,216.00

SEGMENT 2 TOTAL:

26,964.83 PARTS 4,216.00 LABOR 210.80 MISC. 0.00 TAX 31,391.63 TOTAL

PARTS	116,975.79
LABOR	19,176.00
MISC.	5,810.80
SALES TAX	0.00
TOTAL(USD)	142,982.59

CUSTOMER ACCEPTANCE

CUSTOMER PO

Note:

Oconee County
Quarry

Billy Buchanan
Assistant Manager

Oconee County Quarry
686 Rock Crusher Road
Walhalla, SC 29691

Phone: 864-638-4214
Cell: 864-280-1823
Fax: 864-638-4215

E-mail:
bbuchanan@oconeesc.com

MEMORANDUM

Date: March 2, 2022
To: Procurement
From: Billy Buchanan
Subject: Komatsu Engine Replacement

Dear Tronda,

On January 10, 2022 our 2014 Komatsu 325-7 haul truck (805.14) failed while driving into the pit. After evaluation by our mechanics and the mechanics from Linder Industrial Machinery, it was determined that the engine has a broken crankshaft and would need to be replaced.

While our mechanics are capable of changing the engine, we are requesting to have the engine both purchased and installed by Linder Industrial Machinery. Linder is the authorized Komatsu dealer for our area, and this would allow us to take advantage of warranties offered on the engine while allowing our mechanics to continue working on ongoing projects that are in process.

Thanks,



Billy Buchanan



MANUFACTURER'S CERTIFICATION

CAB & CHASSIS TRUCKS & OTHER FLEET EQUIPMENT

This is to certify that Linder Industrial Machinery Company is the manufacturer
(Vendor/Respondent's Name)

or a manufacturer's authorized dealer of Komatsu
(Manufacturer/Brand Name)

in the State of South Carolina.

By:

Manufacturer **KOMATSU AMERICA CORP.**

Name: Luke Waitkus

Address: 8770 W. Bryn Mawr Ave, Suite 100 City, State, Zip: Chicago, IL 60631

Office Phone: 847-437-3592 E-mail: luke.waitkus@global.komatsu

Luke Waitkus

Signature: _____
Director, Dealer Development
Title: _____ Date: 3/7/2022

Looking for a Komatsu website outside of North America?
Go to the Komatsu corporate website or a Komatsu website in your local region ->

Komatsu locator

Find a Komatsu location near you.

Zip Code, City, State or Address

29691

Within

100 miles

Filter by location type:

Distributor, Service

Filter by equipment type:

Construction, Underground mining

Search

Viewing 4 locations nearby

1 Linder Industrial Machinery Company

525 Old Jones Rd
Greer, SC 29651
Distance: 51.2 miles
Phone: [864.877.8562](tel:864.877.8562)
Distributor
Construction, Surface mining, Forestry

Get directions

View website

2 Linder Industrial Machinery Company

575 Goldview Road
Asheville, NC 28804
Distance: 54.4 miles
Phone: [828.681.5172](tel:828.681.5172)
Distributor
Construction, Surface mining, Forestry

Get directions

View website

3 Tractor & Equipment Company

3214 Highway 53
Hoschton, GA 30548
Distance: 63.4 miles
Phone: [706.654.9850](tel:706.654.9850)
Distributor
Construction, Surface mining

Get directions

View website



PUBLISHER'S AFFIDAVIT

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

OCONEE COUNTY COUNCIL

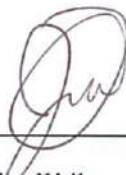
IN RE: Public Hearing: Ordinance 2022-08

BEFORE ME the undersigned, a Notary Public for the State and County above named, This day personally came before me, Hal Welch, who being first duly sworn according to law, says that he is the General Manager of **THE JOURNAL**, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in **Oconee County, Pickens County** and the Pendleton area of **Anderson County** and the notice (of which the annexed is a true copy) was inserted in said papers on 02/25/2022 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.



Hal Welch
General Manager

Subscribed and sworn to before me this
02/25/2022



Jessiea Wells
Notary Public
State of South Carolina
My Commission Expires November 13, 2030



Jessica Lee Wells
NOTARY PUBLIC
State of South Carolina
My Commission Expires
November 13, 2030

Oconee Publishing

dba THE JOURNAL

210 W. North 1st Street, Seneca, SC 29678
Ph. 864.882.2375 Fax: 864.882.2381
classadmgr@upstatetoday.com

UpstateToday.com

Classified Advertising Invoice

OCONEE COUNTY COUNCIL
415 S PINE ST
WALHALLA, SC 29691

Acct#:63488
Ad#:36048
Phone#:864-718-1023
Date:02/24/2022

Salesperson: HMCALISTER Classification: Legals Ad Size: 1.0 x 4.30

Advertisement Information:

Description	Start	Stop	Ins.	Cost/Day	Total
The Journal	02/25/2022	02/25/2022	1	132.50	132.50

Payment Information:

Date:	Order#	Type
02/24/2022	36048	BILLED ACCOUNT

Total Amount: 132.50
Amount Due: 132.50

Comments: Public Hearing: Ordinance 2022-08

Attention: Please return the top portion of this invoice with your payment including account and ad number.

Ad Copy

There will be a public hearing at 6 p.m., Tuesday, March 15, 2022 in Oconee County Council Chambers located at 415 S. Pine Street, Walhalla, SC 29691 for the following ordinance:

ORDINANCE 2022-08 AN ORDINANCE AUTHORIZING, PURSUANT TO TITLE 12, CHAPTER 44 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED, THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF AD VALOREM TAXES AND SPECIAL SOURCE REVENUE CREDIT AGREEMENT BY AND BETWEEN OCONEE COUNTY, SOUTH CAROLINA, AND A COMPANY IDENTIFIED FOR THE TIME BEING AS PROJECT QUESO, ACTING FOR ITSELF, ONE OR MORE CURRENT OR FUTURE AFFILIATES AND OTHER PROJECT COMPANIES (COLLECTIVELY, "COMPANY"); PROVIDING FOR A FEE-IN-LIEU OF AD VALOREM TAXES INCENTIVE; PROVIDING FOR A SPECIAL SOURCE REVENUE CREDIT; CREATING A JOINT COUNTY INDUSTRIAL AND BUSINESS PARK BETWEEN OCONEE COUNTY AND PICKENS COUNTY SO AS TO DESIGNATE THE PROPERTY OF THE PROJECT AS PART OF THE PARK; AUTHORIZING THE EXECUTION AND DELIVERY OF ONE OR MORE GRANT AGREEMENTS; AUTHORIZING THE CONVEYANCE OF CERTAIN REAL ESTATE FOR PROJECT QUESO; AND OTHER RELATED MATTERS.

Individuals who may need auxiliary aids to ensure effective participation and communication concerning the above public hearing should contact the Clerk to County Council at (864) 718-1023 or via email at jennifercadams@oconeesc.com no later than 24 hours prior to the scheduled hearing.

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
COURT OF COMMON PLEAS
NON-JURY MATTER
C/A #2021-CP-37-00378

NOTICE OF SALE

7 Land, Inc., as Assignee of the Interest of Harbor Point Developers, LLC,
Plaintiff,
vs.

Mohammed A. Nassiri, Kimberly A. Nassiri, J. Jerome Miller, as Trustee, and Mazen Chakra, as Beneficiary, Defendants.

BY VIRTUE of a decree heretofore granted in the above captioned matter, the following property will be sold on March 7, 2022, at the Oconee County Courthouse at Walhalla, South Carolina, at 11:00 o'clock, A.M., to the highest bidder:

ALL that certain piece, parcel or tract of land and being situate in the State of South Carolina, County of Oconee, being known and designated as Lot 142, containing 1.46 acres, more or less, of PHASE 2 OF HARBOR POINT SUBDIVISION, more particularly described on a Plat of survey by James W. Capps, PLS #14805, of CBS Surveying & Mapping, Inc. dated September 7, 2017, and recorded in Plat Book B605, Pages 1-8, records of Oconee County, South Carolina.

AND ALSO:

ALL that certain piece, parcel or tract of land and being situate in the State of South Carolina, County of Oconee being known and designated as Lot 46, containing 1.16 acres, more or less, of PHASE 1 OF HARBOR POINT SUBDIVISION, more particularly described on a Plat of survey by James W. Capps, PLS #14805, of CBS Surveying & Mapping, Inc. dated April 18, 2017 and recorded in Plat Book B585, pages 1-8, records of Oconee County, South Carolina; and as revised April 24, 2017 and recorded in Plat Book B585, Pages 1-8, records of Oconee County, South Carolina.

Interested bidders are required to pay interest on the amount of the bid from date of sale to date of compliance with the bid at the rate of five (5%) percent per annum. For complete terms of sale, see Judgment of Foreclosure and Sale filed with the Oconee County Clerk of Court at C/A #2021CP3700378.

NOTICE: The foreclosure deed is not a warranty deed. Interested bidders should satisfy themselves as to the quality of title to be conveyed by obtaining an independent title search prior to the foreclosure sale date.

MELISSA C. BURTON,
Clerk of Court
Oconee County, South Carolina
Walhalla, SC
February 14, 2022

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Full Vehicle Window Tint

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CUSTOM MADE FURNITURE AND CABINETS

The Masters Wood Shop
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HOME IMPROVEMENT

A Touch of Fire..
Gas Logs & Fireplace Services



PUBLISHER'S AFFIDAVIT

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

OCONEE COUNTY COUNCIL

IN RE: Oconee County 2022 Meetings

BEFORE ME the undersigned, a Notary Public for the State and County above named, This day personally came before me, Hal Welch, who being first duly sworn according to law, says that he is the General Manager of **THE JOURNAL**, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in **Oconee County, Pickens County** and the Pendleton area of **Anderson County** and the notice (of which the annexed is a true copy) was inserted in said papers on 01/08/2022 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.



Hal Welch
General Manager

Subscribed and sworn to before me this
01/08/2022



Jessica Wells
Notary Public
State of South Carolina
My Commission Expires November 13, 2030



Jessica Lee Wells
NOTARY PUBLIC
State of South Carolina
My Commission Expires
November 13, 2030

ROOM FOR RENT

to Clemson Univ. student.
14 miles (20) minutes from campus, this semester. WIFI, fridge, microwave, washer, dryer, den, Dish TV, downstairs. I'm retired, I live upstairs, my greatroom and BR, and kitchen are there. I only come downstairs to wash cloths. Fully furnished. Very nice safe neighborhood. No lease required. Prefer female or grad student.
\$600 bucks.
864-710-1704.

REAL ESTATE SALES

HOUSES

PUBLISHERS NOTICE

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

ANNOUNCEMENTS

ANNOUNCEMENTS

BATHROOM RENOVATIONS

Easy, One Day Updates!

We specialize in fast bathing. Grab bars, no slip flooring & seated showers.
Call for a free in-home consultation:
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DENTAL INSURANCE from Physicians Mutual Insurance Company. Coverage for 350 plus procedures. Real dental insurance- NOT just a discount plan. Do not wait! Call now! Get your FREE Dental Information Kit with all the details!
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**Classifieds
Work**

complex in the Seneca area. If you are looking for a great place to live, Springbrook is the place! We would love to show you around. Credit and background check required. Units designed for persons with disabilities subject to availability. Rental assistance available. Come visit us at **115 Dalton Rd. or call (864) 882-5932 or TDD# (800) 735-2905** for more info. Equal Housing Opportunity. Managed by Partnership Property Management, an equal opportunity provider and employer.
Apply TODAY!

WESTMINSTER EAST APTS:

NOW AVAILABLE!! Large 1BR & 2BR energy-efficient apartment homes, cable-ready, water included in rent. Credit and background check required. Section 8 welcome. Units designed for persons with disabilities and/or rental assistance subject to availability. Located at **100 Sunshine Circle in Westminster.**
Call **(864) 647-6093** or **TDD#: (800)735-2905** for more info. Equal Housing Opportunity. Managed by Partnership Property Management, an equal opportunity provider and employer.
Apply TODAY!

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ADVERTISE YOUR AUCTION...
in 99 S.C. newspapers for only \$375. Your 25-word classified will reach more than 2.1 million readers.

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REAL ESTATE SALES

BUSINESS PROPERTY

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16. October 17, 2022
17. November 7, 2022
18. November 21, 2022
19. December 5, 2022
20. December 19, 2022
21. January 16, 2023

The Oconee County Council will meet in 2022 at 6 p.m. on the first and third Tuesday of each month with the following exceptions:

July & August meetings, which will be only on the third Tuesday of each of these months;

December meeting, which will be only the first Tuesday of the month.

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

Oconee County Council will also hold a Planning Retreat beginning at 9:00 a.m. on Friday, February 18, 2022 in Council Chambers to establish short and long term goals.

Oconee County Council will also meet on Tuesday, January 3, 2023 in Council Chambers at which point they will establish their 2023 Council and Committee meeting schedules.

Oconee County Council will also hold a Budget workshop on Friday, March 18, 2022 in Council Chambers.

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

Oconee County Council Committees will meet in 2022 prior to County Council meetings on the following dates/times in Council Chambers located at 415 South Pine Street, Walhalla, South Carolina unless otherwise advertised.

The Law Enforcement, Public Safety, Health, & Welfare Committee at 4:30 p.m. on the following dates: February 15, April 5, July 19, & September 20, 2022.

The Transportation Committee at 4:30 p.m. on the following dates: February 15, April 19 [4:00 p.m.], July 19, & September 20, 2022.

The Real Estate, Facilities, & Land Management Committee at 4:30 p.m. on the following dates: March 15, May 17, August 16, & October 18, 2022.

The Planning & Economic Development Committee at 4:30 p.m. on the following dates: March 15, May 17, August 16, & October 18, 2022.

The Budget, Finance, & Administration Committee at 9:00 a.m. on the following dates: February 18 [Strategic Planning Retreat] & March 18 [Budget Workshop] and 4:30 p.m. on the following dates: March 1, April 19, & May 3, 2022.

U-STOR-IT

Mini Warehouse

Inside • Outside • No Cameras
Fenced • Not Gated • Lighted
Old Clemson Hwy.

654-1000

Oconee County Council

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

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

E-mail:
jennifercadams@oconeesc.com

John Elliott
Chairman
District I

Matthew Durham
District II

Paul A. Cain
Vice Chairman
District III

Julian Davis, III
Chairman Pro Tem
District IV

J. Glenn Hart
District V



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OCONEE CODE OF ORDINANCES

Sec. 2-61. - Access to and conduct at county meetings, facilities and property.

(a) *Purpose.* The county council has determined that it is necessary to regulate access to county facilities, grounds and property in order to ensure the safety and security of the public who visit these areas or the county employees who serve them. The conduct of persons who visit county facilities and/or who have contact with county employees must also be regulated to preserve public order, peace and safety. The regulation of access and conduct must be balanced with the right of the public to have reasonable access to public facilities and to receive friendly, professional service from county employees. These regulations apply to all county facilities and meetings, as defined below, for and over which county council exercises control and regulation, and to the extent, only, not pre-empted by state or federal law.

(b) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Facility means any building, structure, or real property owned, leased, rented, operated or occupied by the county or one of its departments, offices or agencies.

Meeting means any assemblage of persons for the purpose of conducting county governmental business, operations or functions or any assemblage of persons within a county governmental facility. The term "meeting" includes, but is not limited to, county council meetings, county board and committee and staff meetings, trials, hearings and other proceedings conducted in the courts of general sessions and common pleas, family court, master-in-equity, probate court and magistrate's court; and other meetings by entities duly authorized by the county council.

(c) *Prohibited acts.* It shall be unlawful for any person to:

- (1) Utter loud, obscene, profane, threatening, disruptive or abusive language or to engage in any disorderly or disruptive conduct that impedes, disrupts or disturbs the orderly proceedings of any meeting, or operations of any department or function of the county government, including, without limitation, speaking when not explicitly recognized and authorized to do so by the presiding official in such meeting.
- (2) Bring, carry, or otherwise introduce any firearm, knife with blade longer than two inches or other dangerous weapon, concealed or not concealed, into any facility or meeting. This prohibition does not apply to law enforcement personnel or any other person whose official, governmental duties require them to carry such firearm, knife, or other weapon.
- (3) Engage in partisan political activity, including speech, in any meeting not authorized and called for the purpose of partisan political activity and explicitly authorized for such purpose in the facility in which such activity is to be conducted, or refusing to cease such activity when the presiding official of the meeting in question has ruled that the activity in question is partisan political activity and has directed that such activity stop.
- (4) Interfere with, impede, hinder or obstruct any county governmental official or employee in the performance of his duties, whether or not on county government property.
- (5) Enter any area of a county government facility, grounds or property when such entry is prohibited by signs, or obstructed or enclosed by gates, fencing or other physical barriers. Such areas include rooms if clearly marked with signs to prohibit unauthorized entry.
- (6) Enter by vehicle any area of a county governmental facility, grounds or property when such area is prohibited by signs or markings or are obstructed by physical barriers; or park a vehicle in such restricted areas; or park in a manner to block, partially block or impede the passage of traffic in driveways; or park within 15 feet of a fire hydrant or in a fire zone; or park in any area not designated as a parking space; or park in a handicapped parking space without proper placarding or license plate; or park in a reserved parking space without authorization.



*Delta Sigma Theta Sorority,
Inc.
Anderson (SC) Alumnae Chapter*

2/23/2022

Dear City/Council Members,

The Anderson Alumnae Chapter of Delta Sigma Theta Sorority, Incorporated, would like to thank you for your service as an elected official. We are a private, not-for-profit organization whose purpose is to provide assistance and support through established programs in local communities throughout the world. Since its founding, more than 330,000 women have joined the organization. The organization is a sisterhood of predominantly African American, college educated women.

**Chapter Officers
2020-2022**

Londan Means
President

Dr. Lori Pindar
Vice President

Josie Jones
Treasurer

Dionne Holt
*Financial
Secretary*

Sandra Vandiver
*Corresponding
Secretary*

Veronica Williams
*Wideman
Recording
Secretary*

The Anderson Alumnae Chapter was chartered on May 19, 1978 and has served Anderson, Oconee and Pickens Counties for over 43 years. Some of the programs we have sponsored include feeding the homeless and/or needy, providing collegiate scholarships, holding voter registration drives, and hosting educational forums that deal with the issues of human trafficking, health awareness and domestic violence. ***Delta Sigma Theta Sorority, Inc. is also a non-partisan entity, and does not endorse candidates for election.***

We would like to take this opportunity to highlight just a few issues that we hope you will make a priority during your legislative sessions:

- **Voter rights:** In past years, South Carolina has recently enacted new voting restrictions. We hope you understand the importance of educating the community on these new laws so citizens who are the most impacted (elderly and minorities) are not discouraged from voting.
- **Racial profiling by law enforcement:** The profound racial disparities in arrests and convictions in South Carolina are a symptom of this county's many generations of social and economic discrimination based on race. We hope you are talking to your constituents of color about their experiences with law enforcement and supporting legislation that will hold police officers accountable.
- **Domestic violence:** South Carolina has been ranked as one of the worst in the nation for deadly violence against women for numerous years. We hope you are supporting legislation that is specifically combating this statewide issue.
- **Education:** Unfortunately, it is common knowledge that South Carolina's rural schools have not received adequate resources to educate their students. It is our hope that you are diligently working on solutions to this problem and helping every child in this city get more than just a "minimally adequate" education.
- **Healthcare:** In South Carolina, African American babies are twice as likely to die by their first birthday compared to white babies. African American women are more likely to die of breast cancer and cervical cancer than white women. We hope you are doing everything you can to support affordable health care for all your citizens, including those who live in places where hospitals are not easily assessable.

These are just a few of the issues that we are hoping will take precedence on your long list of community concerns. If you would like help in organizing community events, spreading the word about local programs or just more information, please do not hesitate to email us at aacdstsocialaction@gmail.com.

Sincerely,

Amber Lange & Alesia Smith

Amber Lange & Alesia Smith
Social Action Co-Chairs



PUBLIC HEARING SIGN IN SHEET

Oconee County Council Meeting

March 15, 2022 ~ ~ 6:00 p.m.

ORDINANCE 2022-08 AN ORDINANCE AUTHORIZING, PURSUANT TO TITLE 12, CHAPTER 44 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED, THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF AD VALOREM TAXES AND SPECIAL SOURCE REVENUE CREDIT AGREEMENT BY AND BETWEEN OCONEE COUNTY, SOUTH CAROLINA, AND A COMPANY IDENTIFIED FOR THE TIME BEING AS PROJECT QUESO, ACTING FOR ITSELF, ONE OR MORE CURRENT OR FUTURE AFFILIATES AND OTHER PROJECT COMPANIES (COLLECTIVELY, "COMPANY"); PROVIDING FOR A FEE-IN-LIEU OF AD VALOREM TAXES INCENTIVE; PROVIDING FOR A SPECIAL SOURCE REVENUE CREDIT; CREATING A JOINT COUNTY INDUSTRIAL AND BUSINESS PARK BETWEEN OCONEE COUNTY AND PICKENS COUNTY SO AS TO DESIGNATE THE PROPERTY OF THE PROJECT AS PART OF THE PARK; AUTHORIZING THE EXECUTION AND DELIVERY OF ONE OR MORE GRANT AGREEMENTS; AUTHORIZING THE CONVEYANCE OF CERTAIN REAL ESTATE FOR PROJECT QUESO; AND OTHER RELATED MATTERS.

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

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

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

	Ordinance #	2022-05	2022-07
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NONE



Public Comment

SIGN IN SHEET

6:00 PM

March 15, 2022

The Public Comment Sessions at this meeting is limited to a total of 40 minutes, 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.

PLEASE PRINT

	FULL NAME	PURPOSE OF COMMENT
1	Tom Markovich	2022-09 Group Homes
2	Ray Keen Knapp	budget - Sheriff
3	JOSE CABRERA	SHERIFF OFFICERS PAY
4	MIKEY HANEY	
5	Alesia Smith	Initiatives of Delta Sigma Theta Society
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