

STATE OF SOUTH CAROLINA
OCONEE COUNTY
RESOLUTION R2022-08

A RESOLUTION ACKNOWLEDGING THE ACCEPTANCE OF TITLE IN AND TO CERTAIN ROADS LOCATED IN OCONEE COUNTY, SOUTH CAROLINA AND ACKNOWLEDGING ACCEPTANCE OF SUCH ROADS INTO THE OCONEE COUNTY ROAD SYSTEM; AUTHORIZING ACCEPTANCE OF TITLE IN AND TO CERTAIN PUBLIC IMPROVEMENTS CONSTRUCTED IN THE COUNTY; AUTHORIZING THE EXECUTION AND DELIVERY OF AN EASEMENT AND MAINTENANCE AGREEMENT AND RELATED COVENANTS; AND OTHER MATTERS THERETO.

WHEREAS, Oconee County, South Carolina (the "County"), is a body politic and corporate and a political subdivision of the State of South Carolina (the "State"); and

WHEREAS, Section 4-9-30 of the Code of Laws of South Carolina, 1976, as amended, authorizes the County to own, acquire and transfer or otherwise dispose of interests in real property; and

WHEREAS, Section 26-6 of the Oconee County Code of Ordinances ("Code of Ordinances"), as amended, provides that the County Administrator of the County (the "County Administrator") may, upon receipt of certification by the County that a road has been constructed in accordance with applicable County regulations and standards, among other requirements, accept such road as a County road to be included in the County's road system and to be added to the County's road system map; and

WHEREAS, Pointe West, Inc. and the County have previously entered into that certain Memorandum of Understanding dated as of June 16, 2010 and recorded in the Office of the Register of Deeds for the County on June 16, 2010 in Book 2875 at Page 345 (the "Memorandum"), pursuant to which such parties agreed that certain Public Improvements (as such term is defined in the Memorandum) were to be partially financed and acquired and constructed from proceeds of a special source revenue bond to be issued by the County; and

WHEREAS, Pointe West Development, LLC (collectively, with Pointe West, Inc., "Pointe West") has represented to the County that it is the owner and holder of fee simple title to that certain real property (the "Development") located in the County and being more fully described on plat of survey prepared by Nu-South Surveying, Inc. dated September 5, 2013, revised October 14, 2013 and last revised February 24, 2017, recorded in the Office of the Register of Deeds for the County in Plat Book B580 at pages 3-4 on February 28, 2017, a copy of which is attached as Exhibit A hereto and is incorporated herein by reference (the "Survey"); and

WHEREAS, Pointe West has represented to the County that the Public Improvements have been constructed on and within the Development pursuant to the Memorandum for acceptance by the County in accordance with this Resolution; and

WHEREAS, the Development includes the following roads and streets as more fully shown by the Survey (collectively, the "Roads"): Edinburgh Way, Aberlady Way, Port Seton Road, Haddington Way, Broad Meadow Drive, Queens Park Loop, and Grey Friars Court; and

WHEREAS, as contemplated by the terms of the Memorandum, the County issued its Special Source Revenue Bond, Series 2010 in the original principal amount of \$3,500,000; and

WHEREAS, the Public Improvements have been acquired and constructed in general accordance with the provisions of the Memorandum; and

WHEREAS, as contemplated by the Memorandum, Pointe West wishes to grant, bargain and convey unto the County fee simple title in and to certain portions of the Roads (including all real property and improvements thereon) described or shown as areas of public maintenance on the Survey (the "Dedicated Roads"), and further wishes to grant, bargain and convey unto the County all its right, title and interest in and to the Public Improvements; and

WHEREAS, the County Administrator has informed the County Council that she has received the certification of the County engineer required by Section 26-6 of the County Code stating that the Dedicated Roads have been constructed and inspected in general accordance with applicable Oconee County standards and regulations; nonetheless, certain repairs, which are in process, are required in order to satisfy the County with the condition thereof; and

WHEREAS, in connection with acceptance of the Dedicated Roads by the County, the County Council desires to set forth herein the manner in which Pointe West will complete the repairs to the Dedicated Roads following its adoption of this Resolution; and

WHEREAS, in connection with the foregoing, Pointe West has presented a draft Deed (the "Deed") and Bill of Sale (the "Bill of Sale") to the County by and through which Pointe West intends to grant, bargain and convey unto the County all real property and improvements thereon comprising the Dedicated Roads and all of the Public Improvements; and

WHEREAS, in connection with the conveyance of the Public Improvements, it is necessary and in the best interest of the County to execute and enter into an Easement and Maintenance Agreement and Related Covenants (the "Easement and Maintenance Agreement") with Pointe West, pursuant to which Pointe West Development, LLC shall grant unto the County certain easement rights necessary or beneficial to the County with respect to its ownership of the Public Improvements, and pursuant to which the County and Pointe West shall agree as to respective rights, duties and obligations of the County and Pointe West with respect to other essential matters, such as maintenance of Public Improvements; and

WHEREAS, Pointe West has requested that the County issue a certificate ("Certificate") to a prospective purchaser of the Development, Core SVA Seneca Edinburg, LLC, detailing the current status of the Memorandum, a copy of which is attached hereto as Exhibit F; and

WHEREAS, the County Council of the County ("County Council") hereby finds that the form, terms and conditions of the Deed, Bill of Sale, Easement and Maintenance Agreement, and Certificate, attached hereto as Exhibit B, Exhibit C, Exhibit D, and Exhibit F respectively, are appropriate and acceptable; and

WHEREAS, the County Council wishes to authorize and instruct the County Administrator to accept title in and to the Dedicated Roads and all Public Improvements and effect the inclusion of the Dedicated Roads into the County's road system; and

WHEREAS, for the foregoing reasons, the County Council desires to approve and authorize: (i) the County's acquisition and acceptance of title in and to the Dedicated Roads as public roads included within the County's road system; (ii) the County's acquisition and acceptance of all Pointe West's right, title and interest in and to the Public Improvements; and (iii) the County's execution and delivery of the Easement and Maintenance Agreement:

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

1. The County's acquisition and acceptance of title in and to the Dedicated Roads as public roads included within the County's road system is hereby authorized and approved. Upon delivery of the Deed executed by Pointe West Development, LLC in a manner suitable for recording in the Office of the Register of Deeds for the County, and the written acceptance of the Dedicated Roads by the County Administrator in accordance with the provisions of Section 26-6 of the County Code and the authority granted hereby, the Dedicated Roads shall be deemed, upon recording of the Deed, included within the County's public road system and added to the County road system map. The County Administrator shall not cause the deed for the roads being conveyed to be recorded until, as consistent with the parties' MOU, she is

1. Satisfied that the road repairs have been satisfactorily completed and the roads are otherwise in satisfactory condition, on advice of the Roads and Bridges Department. And she is
2. Satisfied, on advice of the County Attorney and outside counsel, including the County's environmental attorney, that the County will not be responsible for environmental liability arising out of ownership of the roads - including receipt of
 - a. An inurement letter from DHEC;
 - b. A certificate of insurance for the environmental liability insurance policy, as described in the MOU, said policy to be in place for not less than three (3) years;
 - c. Receipt of proof of DHEC's satisfaction with the roads repairs, if available and appropriate.
3. Receipt of a final draw request from developers.
4. She is satisfied, on advice of County Attorney and outside counsel, that an adequate and acceptable title commitment and pro forma title policy have been delivered and that

Stewart Title Insurance Company is prepared to issue a title policy in the form of the pro forma title policy without condition.

The County Administrator is hereby authorized to take all lawful actions necessary or desirable to complete the acquisition of fee simple title in and to the Dedicated Roads, including, but not limited to, execution and delivery of any and all related documents and instruments deemed necessary or desirable for such purpose in the County Administrator's sole discretion. The Deed shall be in the form attached as Exhibit B hereto with such changes as are not materially adverse to the County and are acceptable to the County Administrator in her sole discretion.

2. The County's acquisition and acceptance of title in and to all Public Improvements conveyed pursuant to the Bill of Sale is hereby authorized and approved. The County Administrator is hereby authorized to take all lawful actions necessary or desirable to complete the acquisition of title in and to the Public Improvements, including, but not limited to, execution and delivery of any and all related documents and instruments deemed necessary or desirable for such purpose in the County Administrator's sole discretion. The Bill of Sale shall be in the form attached as Exhibit C hereto with such changes as are not materially adverse to the County and are acceptable to the County Administrator in her sole discretion.

3. The execution and delivery of the Easement and Maintenance Agreement is hereby authorized and approved, and the County Administrator is hereby authorized to execute and deliver the Easement and Maintenance Agreement in the form attached as Exhibit D hereto or with such changes as are not materially adverse to the County and are acceptable to the County Administrator in her sole discretion. The County Administrator is hereby authorized to take all other lawful actions necessary or desirable to give effect to the Easement and Maintenance Agreement and its provisions, including, but not limited to, execution and delivery of any and all related documents and instruments deemed necessary or desirable for such purpose in the County Administrator's sole discretion.

4. The execution and delivery of the Certificate is hereby authorized and approved, and the County Administrator is hereby authorized to execute and deliver the Certificate in the form attached as Exhibit F hereto or with such changes as are not materially adverse to the County and are acceptable to the County Administrator in her sole discretion. The County Administrator is hereby authorized to take all other lawful actions necessary or desirable to give effect to the Certificate and its provisions, including, but not limited to, execution and delivery of any and all related documents and instruments deemed necessary or desirable for such purpose in the County Administrator's sole discretion.

5. Pointe West has estimated that the cost to repair the Dedicated Roads in a manner acceptable to the County, plus a reasonable contingency in addition thereto, to be \$400,000 (the "Repair Budget"), and the County Council and Pointe West have agreed that the amount comprising the Repair Budget will be deposited into the client trust fund account of Parker Poe Adams & Bernstein, LLP, Greenville, South Carolina, as Escrow Agent ("Escrow Agent") to be held and disbursed by the Escrow Agent pursuant to the provisions of an Escrow Agreement among the County, Pointe West and the Escrow Agent in the form attached hereto as Exhibit E (the "Escrow Agreement") with such changes as are not materially adverse to the County and are acceptable to the County Administrator in her sole discretion. In this regard, the County

understands that Pointe West has previously notified the South Carolina Department of Health and Environmental Control (“DHEC”) of the repairs to be made to the Dedicated Roads and upon completion of the repairs, the Dedicated Roads, as repaired, shall be approved by DHEC and by the County as a condition hereof.

6. Should any portion of this Resolution be deemed unconstitutional or otherwise enforceable by any court of competent jurisdiction, such determination should not affect the remaining terms and provisions of this Resolution, all of which are hereby deemed separable.

7. All orders, resolutions and enactments of the County Council inconsistent herewith are to the extent of such inconsistency only, hereby repealed, revoked and rescinded.

8. This Resolution shall take effect and be in full force and effect after enactment by the County Council.

APPROVED AND ADOPTED this 25th day of March, 2022.

OCONEE COUNTY, SOUTH CAROLINA

By: John a. Elliott
John Elliott, Chairman of County Council,
Oconee County, South Carolina

ATTEST:

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

Exhibit A

Copy of Survey

[see attached]

Exhibit B

Deed of Pointe West Development, LLC

[see attached]

Exhibit C

Bill of Sale

[see attached]

Exhibit D

Easement and Maintenance Agreement and Related Covenants

[see attached]

Exhibit E

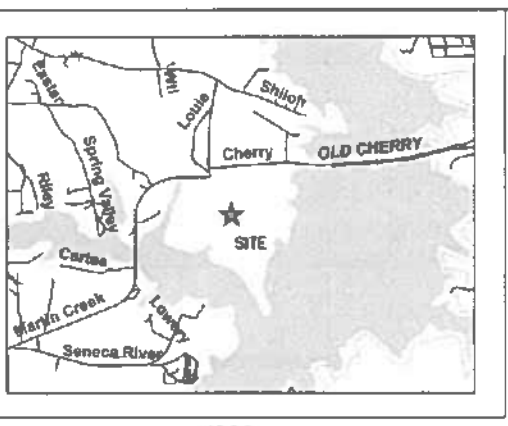
Escrow Agreement

[See attached]

Exhibit F

Certificate

[See attached]



LINE	CHORD BEARING	DISTANCE	LINE	CHORD BEARING	DISTANCE	LINE	CHORD BEARING	DISTANCE	LINE	CHORD BEARING	DISTANCE	LINE	CHORD BEARING	DISTANCE
E1	S 51°17'15" W	500.00	E11	S 84°05'15" W	157.73	E21	S 62°58'41" W	98.21	E31	S 62°58'41" W	98.21	E41	S 62°58'41" W	98.21
E2	S 11°17'20" W	377.43	E12	S 84°05'15" W	157.73	E22	S 62°58'41" W	98.21	E32	S 62°58'41" W	98.21	E42	S 62°58'41" W	98.21
E3	N 75°28'04" E	123.58	E13	S 84°05'15" W	157.73	E23	S 62°58'41" W	98.21	E33	S 62°58'41" W	98.21	E43	S 62°58'41" W	98.21
E4	S 75°28'04" W	147.23	E14	S 84°05'15" W	157.73	E24	S 62°58'41" W	98.21	E34	S 62°58'41" W	98.21	E44	S 62°58'41" W	98.21
E5	S 69°41'35" W	475.01	E15	S 84°05'15" W	157.73	E25	S 62°58'41" W	98.21	E35	S 62°58'41" W	98.21	E45	S 62°58'41" W	98.21
E6	S 1°41'30" W	201.60	E16	S 84°05'15" W	157.73	E26	S 62°58'41" W	98.21	E36	S 62°58'41" W	98.21	E46	S 62°58'41" W	98.21
E7	N 60°03'45" E	237.16	E17	S 84°05'15" W	157.73	E27	S 62°58'41" W	98.21	E37	S 62°58'41" W	98.21	E47	S 62°58'41" W	98.21
E8	S 90°01'42" E	237.01	E18	S 84°05'15" W	157.73	E28	S 62°58'41" W	98.21	E38	S 62°58'41" W	98.21	E48	S 62°58'41" W	98.21
E9	S 1°41'30" W	201.60	E19	S 84°05'15" W	157.73	E29	S 62°58'41" W	98.21	E39	S 62°58'41" W	98.21	E49	S 62°58'41" W	98.21
E10	S 52°22'29" W	95.26	E20	S 84°05'15" W	157.73	E30	S 62°58'41" W	98.21	E40	S 62°58'41" W	98.21	E50	S 62°58'41" W	98.21
E11	S 74°50'15" W	37.27	E21	S 84°05'15" W	157.73	E31	S 62°58'41" W	98.21	E41	S 62°58'41" W	98.21	E51	S 62°58'41" W	98.21
E12	S 74°50'15" W	24.12	E22	S 84°05'15" W	157.73	E32	S 62°58'41" W	98.21	E42	S 62°58'41" W	98.21	E52	S 62°58'41" W	98.21
E13	S 1°40'57" W	78.87	E23	S 84°05'15" W	157.73	E33	S 62°58'41" W	98.21	E43	S 62°58'41" W	98.21	E53	S 62°58'41" W	98.21
E14	N 63°38'11" E	98.91	E24	S 84°05'15" W	157.73	E34	S 62°58'41" W	98.21	E44	S 62°58'41" W	98.21	E54	S 62°58'41" W	98.21
E15	N 72°32'23" E	180.31	E25	S 84°05'15" W	157.73	E35	S 62°58'41" W	98.21	E45	S 62°58'41" W	98.21	E55	S 62°58'41" W	98.21
E16	S 57°21'56" W	135.94	E26	S 84°05'15" W	157.73	E36	S 62°58'41" W	98.21	E46	S 62°58'41" W	98.21	E56	S 62°58'41" W	98.21
E17	S 47°45'24" E	16.39	E27	S 84°05'15" W	157.73	E37	S 62°58'41" W	98.21	E47	S 62°58'41" W	98.21	E57	S 62°58'41" W	98.21
E18	N 10°10'16" W	64.05	E28	S 84°05'15" W	157.73	E38	S 62°58'41" W	98.21	E48	S 62°58'41" W	98.21	E58	S 62°58'41" W	98.21
E19	N 77°19'17" E	26.30	E29	S 84°05'15" W	157.73	E39	S 62°58'41" W	98.21	E49	S 62°58'41" W	98.21	E59	S 62°58'41" W	98.21
E20	N 81°19'49" E	10.63	E30	S 84°05'15" W	157.73	E40	S 62°58'41" W	98.21	E50	S 62°58'41" W	98.21	E60	S 62°58'41" W	98.21
E21	N 10°44'02" E	39.56	E31	S 84°05'15" W	157.73	E41	S 62°58'41" W	98.21	E51	S 62°58'41" W	98.21	E61	S 62°58'41" W	98.21
E22	N 1°52'44" E	375.28	E32	S 84°05'15" W	157.73	E42	S 62°58'41" W	98.21	E52	S 62°58'41" W	98.21	E62	S 62°58'41" W	98.21
E23	N 18°47'26" E	00.00	E33	S 84°05'15" W	157.73	E43	S 62°58'41" W	98.21	E53	S 62°58'41" W	98.21	E63	S 62°58'41" W	98.21
E24	N 2°45'15" E	26.11	E34	S 84°05'15" W	157.73	E44	S 62°58'41" W	98.21	E54	S 62°58'41" W	98.21	E64	S 62°58'41" W	98.21
E25	N 7°17'55" E	50.00	E35	S 84°05'15" W	157.73	E45	S 62°58'41" W	98.21	E55	S 62°58'41" W	98.21	E65	S 62°58'41" W	98.21
E26	N 17°45'05" E	200.00	E36	S 84°05'15" W	157.73	E46	S 62°58'41" W	98.21	E56	S 62°58'41" W	98.21	E66	S 62°58'41" W	98.21
E27	N 60°03'45" E	237.16	E37	S 84°05'15" W	157.73	E47	S 62°58'41" W	98.21	E57	S 62°58'41" W	98.21	E67	S 62°58'41" W	98.21
E28	N 1°41'30" W	201.60	E38	S 84°05'15" W	157.73	E48	S 62°58'41" W	98.21	E58	S 62°58'41" W	98.21	E68	S 62°58'41" W	98.21
E29	N 52°22'29" W	95.26	E39	S 84°05'15" W	157.73	E49	S 62°58'41" W	98.21	E59	S 62°58'41" W	98.21	E69	S 62°58'41" W	98.21
E30	N 74°50'15" W	37.27	E40	S 84°05'15" W	157.73	E50	S 62°58'41" W	98.21	E60	S 62°58'41" W	98.21	E70	S 62°58'41" W	98.21
E31	N 74°50'15" W	24.12	E41	S 84°05'15" W	157.73	E51	S 62°58'41" W	98.21	E61	S 62°58'41" W	98.21	E71	S 62°58'41" W	98.21
E32	N 1°40'57" W	78.87	E42	S 84°05'15" W	157.73	E52	S 62°58'41" W	98.21	E62	S 62°58'41" W	98.21	E72	S 62°58'41" W	98.21
E33	N 63°38'11" E	98.91	E43	S 84°05'15" W	157.73	E53	S 62°58'41" W	98.21	E63	S 62°58'41" W	98.21	E73	S 62°58'41" W	98.21
E34	N 72°32'23" E	180.31	E44	S 84°05'15" W	157.73	E54	S 62°58'41" W	98.21	E64	S 62°58'41" W	98.21	E74	S 62°58'41" W	98.21
E35	S 57°21'56" W	135.94	E45	S 84°05'15" W	157.73	E55	S 62°58'41" W	98.21	E65	S 62°58'41" W	98.21	E75	S 62°58'41" W	98.21
E36	S 47°45'24" E	16.39	E46	S 84°05'15" W	157.73	E56	S 62°58'41" W	98.21	E66	S 62°58'41" W	98.21	E76	S 62°58'41" W	98.21
E37	N 10°10'16" W	64.05	E47	S 84°05'15" W	157.73	E57	S 62°58'41" W	98.21	E67	S 62°58'41" W	98.21	E77	S 62°58'41" W	98.21
E38	N 77°19'17" E	26.30	E48	S 84°05'15" W	157.73	E58	S 62°58'41" W	98.21	E68	S 62°58'41" W	98.21	E78	S 62°58'41" W	98.21
E39	N 81°19'49" E	10.63	E49	S 84°05'15" W	157.73	E59	S 62°58'41" W	98.21	E69	S 62°58'41" W	98.21	E79	S 62°58'41" W	98.21
E40	N 10°44'02" E	39.56	E50	S 84°05'15" W	157.73	E60	S 62°58'41" W	98.21	E70	S 62°58'41" W	98.21	E80	S 62°58'41" W	98.21
E41	N 1°52'44" E	375.28	E51	S 84°05'15" W	157.73	E61	S 62°58'41" W	98.21	E71	S 62°58'41" W	98.21	E81	S 62°58'41" W	98.21
E42	N 18°47'26" E	00.00	E52	S 84°05'15" W	157.73	E62	S 62°58'41" W	98.21	E72	S 62°58'41" W	98.21	E82	S 62°58'41" W	98.21
E43	N 2°45'15" E	26.11	E53	S 84°05'15" W	157.73	E63	S 62°58'41" W	98.21	E73	S 62°58'41" W	98.21	E83	S 62°58'41" W	98.21
E44	N 7°17'55" E	50.00	E54	S 84°05'15" W	157.73	E64	S 62°58'41" W	98.21	E74	S 62°58'41" W	98.21	E84	S 62°58'41" W	98.21
E45	N 17°45'05" E	200.00	E55	S 84°05'15" W	157.73	E65	S 62°58'41" W	98.21	E75	S 62°58'41" W	98.21	E85	S 62°58'41" W	98.21
E46	N 60°03'45" E	237.16	E56	S 84°05'15" W	157.73	E66	S 62°58'41" W	98.21	E76	S 62°58'41" W	98.21	E86	S 62°58'41" W	98.21
E47	N 1°41'30" W	201.60	E57	S 84°05'15" W	157.73	E67	S 62°58'41" W	98.21	E77	S 62°58'41" W	98.21	E87	S 62°58'41" W	98.21
E48	N 52°22'29" W	95.26	E58	S 84°05'15" W	157.73	E68	S 62°58'41" W	98.21	E78	S 62°58'41" W	98.21	E88	S 62°58'41" W	98.21
E49	N 74°50'15" W	37.27	E59	S 84°05'15" W	157.73	E69	S 62°58'41" W	98.21	E79	S 62°58'41" W	98.21	E89	S 62°58'41" W	98.21
E50	N 74°50'15" W	24.12	E60	S 84°05'15" W	157.73	E70	S 62°58'41" W	98.21	E80	S 62°58'41" W	98.21	E90	S 62°58'41" W	98.21
E51	N 1°40'57" W	78.87	E61	S 84°05'15" W	157.73	E71	S 62°58'41" W	98.21	E81	S 62°58'41" W	98.21	E91	S 62°58'41" W	98.21
E52	N 63°38'11" E	98.91	E62	S 84°05'15" W	157.73	E72	S 62°58'41" W	98.21	E82	S 62°58'41" W	98.21	E92	S 62°58'41" W	98.21
E53	N 72°32'23" E	180.31	E63	S 84°05'15" W	157.73	E73	S 62°58'41" W	98.21	E83	S 62°58'41" W	98.21	E93	S 62°58'41" W	98.21
E54	S 57°21'56" W	135.94	E64	S 84°05'15" W	157.73	E74	S 62°58'41" W	98.21	E84	S 62°58'41" W	98.21	E94	S 62°58'41" W	98.21
E55	S 47°45'24" E	16.39	E65	S 84°05'15" W	157.73	E75	S 62°58'41" W	98.21	E85	S 62°58'41" W	98.21	E95	S 62°58'41" W	98.21
E56	N 10°10'16" W	64.05	E66	S 84°05'15" W	157.73	E76	S 62°58'41" W	98.21	E86	S 62°58'41" W	98.21	E96	S 62°58'41" W	98.21
E57	N 77°19'17" E	26.30	E67	S 84°05'15" W	157.73	E77	S 62°58'41" W	98.21	E87	S 62°58'41" W	98.21	E97	S 62°58'41" W	98.21
E58	N 81°19'49" E	10.63	E68	S 84°05'15" W	157.73	E78	S 62°58'41" W	98.21	E88	S 62°58'41" W	98.21	E98	S 62°58'41" W	98.21
E59	N 10°44'02" E	39.56	E69	S 84°05'15" W	157.73	E79	S 62°58'41" W	98.21	E89	S 62°58'41" W	98.21	E99	S 62°58'41" W	98.21
E60	N 1°52'44" E	375.28	E70	S 84°05'15" W	157.73	E80	S 62°58'41" W	98.21	E90	S 62°58'41" W	98.21	E100	S 62°58'41" W	98.21
E61	N 18°47'26" E	00.00	E71	S 84°05'15" W	157.73	E81	S 62°58'41" W	98.21	E91	S 62°58'41" W	98.21	E101	S 62°58'41" W	98.21
E62	N 2°45'15" E	26.11	E72	S 84°05'15" W	157.73	E82	S 62°58'41" W	98.21	E92	S 62°58'41" W	98.21	E102	S 62°58'41" W	98.21
E63	N 7°17'55" E	50.00	E73	S 84°05'15" W	157.73	E83	S 62°58'41" W	98.21	E93	S 62°58'41" W	98.21	E103	S 62°58'41" W	98.21
E64	N 17°45'05" E	200.00	E74	S 84°05'15" W	157.73	E84	S 62°58'41" W	98.21	E94	S 62°58'41" W	98.21	E104	S 62°58'41" W	98.21
E65	N 60°03'45" E	237.16	E75	S 84°05'15" W	157.73	E85	S 62°58'41" W	98.21	E95	S 62°58'41" W	98.21	E105	S 62°58'41" W	98.21
E66	N 1°41'30" W	201.60	E76	S 84°05'15" W	157.73	E86	S 62°58'41" W	98.21	E96	S 62°58'41" W	98.21	E106	S 62°58'41" W	98.21
E67	N 52°22'29" W	95.26	E77	S 84°05'15" W	157.73	E87	S 62°58'41" W	98.21	E97	S 62°58'41" W	98.21	E107	S 62°58'41" W	98.21
E68	N 74°50'15" W	37.27	E78	S 84°05'15" W	157.73	E88	S 62°58'41" W	98.21	E98	S 62°58'41" W	98.21	E108	S 62°58'41" W	98.21
E69	N 74°50'15" W	24.12	E79	S 84°05'15" W	157.73	E89	S 62°58'41" W	98.21	E99	S 62°58'41" W	98.21	E109	S 62°58'41" W	98.21
E70	N 1°40'57" W	78.87	E80	S 84°05'15" W	157.73	E90	S 62°58'41" W	98.21	E100	S 62°58'41" W	98.21	E110	S 62°58'41" W	98.21
E71	N 63°38'11" E	98.91	E81	S 84°05'15" W	157.73	E91	S 62°58'41" W	98.21	E101	S 62°58'41" W	98.21</			

STATE OF SOUTH CAROLINA)
)
COUNTY OF OCONEE)

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that POINTE WEST DEVELOPMENT, LLC, A SOUTH CAROLINA LIMITED LIABILITY COMPANY, in consideration of ONE DOLLAR (\$1.00) AND NO OTHER CONSIDERATION, the receipt of which is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto OCONEE COUNTY, SOUTH CAROLINA, its successors and assigns forever:

All those certain pieces, parcels or tracts of land situate, lying and being in the State of South Carolina, County of Oconee and being more particularly described on Exhibit A attached hereto and incorporated herein by reference.

Together with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in any wise incident or appertaining; to have and to hold all and singular the premises before mentioned unto the grantee(s), and the grantee's(s') heirs or successors and assigns, forever. And, the grantor(s) do(es) hereby bind the grantor(s) and the grantor's(s') heirs or successors, executors and administrators to warrant and forever defend all and singular said premises unto the grantee(s) and the grantee's(s') heirs or successors and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

GRANTEE'S ADDRESS: Oconee County, South Carolina
 415 South Pine Street
 Walhalla, SC 29691
 Attn.: County Administrator

Signature page to follow.

WITNESS the grantor's(s) hand(s) and seal(s) this ____ day of _____, 2022.

POINTE WEST DEVELOPMENT, LLC A SOUTH
CAROLINA LIMITED LIABILITY COMPANY

By PWD Management, Inc., its Manager

SIGNED, sealed and delivered
in the presence of:

By: _____ (SEAL)

Name: _____

Its: _____

Print Name: _____

Witness

Print Name: _____

Witness

STATE OF SOUTH CAROLINA)

)

ACKNOWLEDGMENT

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by _____

(Name), the _____
(Office) of PWD Management,
Inc., the Manager of Pointe West Development, LLC, a South Carolina limited liability company, on behalf of the
limited liability company.

[NOTARIAL SEAL]

Print Name: _____

Notary Public for _____

My commission expires: _____

Exhibit A

PARCEL 1:

ALL those certain pieces, parcels or tracts of land comprising (i) the portions of “**Edinburgh Way**” to the south of Aberlady (specifically excluding the portion of Edinburgh Way to the north of Aberlady marked “Private” on the below-referenced recorded survey), “**Aberlady**”, “**Port Seton Road**”, “**Haddington Way**”, “**Grey Friars Court**”, “**Broad Meadow Drive**” and “**Queens Park Loop**”, all as shown and designated on that certain “Overall Site Layout Showing Existing Road Right-of-Ways” and Easements (Tracts to be developed in Phases)” prepared by Nu-South Surveying, Inc., Earl O’Brien, PLS #10755, dated September 5, 2013, last revised February 24, 2017, and recorded in the Office of the Register of Deeds for the County on February 28, 2017 in Plat Book B580 at Pages 3 and 4, inclusive, the metes and bounds, courses and distances as upon said Survey appear being made a part hereof by reference thereto.

ALSO DESCRIBED AS:

Aberlady 66' R/W Legal Description:

Commencing at a 1/2" rebar in the eastern R/W line of J.P. Stevens Road (State Road 37-37), the Point of Beginning; thence along said eastern R/W line North 11-27-54 West, a distance of 116.01 feet to a point of cusp on a curve concave to the northeast having a radius of 25.00 feet and a chord bearing and distance of South 56-02-02 East 35.09 feet; thence southerly, southeasterly and easterly along said curve, a distance of 38.89 feet; thence North 79-23-51 East, a distance of 446.68 feet to the beginning of a curve tangent to said line; thence easterly and southeasterly a distance of 423.51 feet along the curve concave to the south, having a radius of 633.00 feet and a chord bearing and distance of South 81-26-09 East 415.65', thence South 62-16-08 East tangent to said curve, a distance of 87.82 feet; thence South 62-10-59 East, a distance of 115.93 feet; thence South 62-05-50 East a distance of 75.58 feet to the beginning of a curve tangent to said line; thence southeasterly and easterly a distance of 121.93 feet along the curve concave to the north, having a radius of 217.00 feet and a chord bearing and distance of South 78-11-37-East 120.33' thence North 85-42-35 East tangent to said curve, distance of 201.17 feet to the beginning of a curve tangent to said line; thence easterly, northeasterly and northerly a distance of 39.27 feet along the curve concave to the northwest, having a radius of 25.00 feet and a chord bearing and distance of North 40-42-35-East 35.36' thence South 04-17-25 East, a distance of 116.00 feet to a point of cusp on a curve concave to the southwest having a radius of 25.00 feet and a chord bearing and distance of North 49-17-25 West 35.36', thence South 85-42-35 West tangent to said curve, a distance of 201.17 feet to the beginning of a curve tangent to said line; thence westerly and northwesterly a distance of 159.01 feet along the curve concave to the north, having a radius of 283.00 feet and a chord bearing and distance of North 78-11-37 West 156.93', thence North 62-05-50 West tangent to said curve, a distance of 75.24 feet; thence North 62-10-58 West, a distance of 116.08 feet; thence North 62-16-08 West, a distance of 87.82 feet to the beginning of a curve tangent to said line; thence northwesterly and westerly a distance of 379.35 feet along the curve concave to the south, having a radius of 567.00 feet and a chord bearing and distance of North 81-26-09-West 372.32'; thence South 79-23-51 West tangent to said curve, a distance of 444.93 feet to the beginning of a curve tangent to said line; thence westerly, southwesterly and southerly a distance of 39.65 feet along the curve concave to the southeast, having a radius of 25.00 feet and a chord bearing and distance of South 33-57-58 West 35.62' to the Point of Beginning. Containing 2.312 Ac., more or less. As shown on a Survey Plat entitled Pointe West prepared by Nu-South Surveying, Inc. dated Sept. 05, 2013.

Broad Meadow Drive 50' R/W Legal Description:

Commencing at the Point at the Northwestern corner of the Aberlady 66' R/W Parcel, the point of Beginning; thence South 67°07'30" East, a distance of 56.20 feet; thence South 04-17-25 East, a distance of 315.62 feet to the beginning of a curve tangent to said line; thence southerly a distance of 64.69 feet along the curve concave to the west, having a radius of 400.00 feet and a chord bearing and distance of South 00-20-35 West 64.62' to a point of compound curvature at the Northwestern corner of the Haddington Way 50' R/W Parcel; thence along the western side of the above said parcel southerly a distance of 95.94 feet along the arc of said curve concave to the west having a radius of 400.00 feet and a chord bearing and distance of South 11-50-49 West 95.71' to a point of compound curvature; thence southerly a distance of 15.43 feet along the arc of said curve concave to the west having a radius of 400.00 feet and a chord bearing and distance of South 19-49-23 West 15.43'; thence South 20-55-42 West tangent to said curve, a distance of

182.26 feet to the beginning of a curve tangent to said line; thence southerly a distance of 210.04 feet along the curve concave to the east, having a radius of 1075.00 feet and a chord bearing and distance of South 15-19-51 West 209.71'; thence North 80°16'00" West radial to said curve, a distance of 50.00 feet to the beginning of a curve radial to said line; thence northerly a distance of 219.81 feet along the curve concave to the east, having a radius of 1125.00 feet and a chord bearing and distance of North 15-19-51 East 219.46'; thence North 20-55-42 East tangent to said curve, a distance of 182.26 feet to the beginning of a curve tangent to said line; thence northerly a distance of 154.05 feet along the curve concave to the west, having a radius of 350.00 feet and a chord bearing and distance of north 08-19-08 East 152.81'; thence North 04-17-25 West tangent to said curve, a distance of 225.27 feet to a point at the Southeastern corner of the above said Aberlady 66' R/W parcel; thence along the Eastern end of the Aberlady Parcel North 04-17-25 West, a distance of 116.00 feet to the Point of Beginning, Containing 1.022 Ac., more or less. As shown on a Survey Plat entitled Pointe West prepared by Nu-South Surveying, Inc. dated Sept. 05, 2013.

Edinburgh Way 66' R/W Legal Description:

Commencing at a 1/2" rebar in the southern R/W line of Aberlady, the Point of Beginning; thence South 62-10-58 East, a distance of 116.08 feet to a point of cusp on a curve concave to the south having a radius of 25.00 feet and a chord bearing and distance of South 71-49-01 West 35.41'; thence South 27-43-52 West tangent to said curve, a distance of 101.14 feet to the beginning of a curve tangent to said line; thence southwesterly and southerly a distance of 193.25 feet along the curve concave to the east, having a radius of 287.00 feet and a chord bearing and distance of South 08-26-28 West 189.62'; thence South 10-50-56 East tangent to said curve, a distance of 358.08 feet to the beginning of a curve tangent to said line; thence southerly a distance of 49.10 feet along the curve concave to the west, having a radius of 283.00 feet and a chord bearing and distance of South 05-52-41 East 49.04'; thence South 00-54-26 East tangent to said curve, a distance of 106.05 feet to the beginning of a curve tangent to said line; thence southerly, southeasterly and easterly a distance of 39.27 feet along the curve concave to the northeast, having a radius of 25.00 feet and a chord bearing and distance of South 45-54-56 East 35.36'; thence South 00-54-26 East radial to said curve, a distance of 66.00 feet to the beginning of a curve radial to said line; thence westerly, southwesterly and southerly a distance of 39.27 feet along the curve concave to the southeast, having a radius of 25.00 feet and a chord bearing and distance of South 44-05-34 West 35.36'; thence South 00°54'26" East tangent to said curve, a distance of 138.26 feet to the beginning of a curve tangent to said line; thence southerly a distance of 48.65 feet along the curve concave to the east, having a radius of 217.00 feet and a chord bearing and distance of South 07-19-46 East 48.54'; thence South 13-45-05 East tangent to said curve, a distance of 263.65 feet to the beginning of a curve tangent to said line; thence southerly a distance of 86.33 feet along the curve concave to the west, having a radius of 283.00 feet and a chord bearing and distance of S05-00-44 East 86.00'; thence South 03-43-36 West tangent to said curve, a distance of 160.43 feet to the beginning of a curve tangent to said line; thence southerly, southeasterly and easterly a distance of 38.64 feet along the curve concave to the northeast, having a radius of 25.00 feet and a chord bearing and distance of South 40-32-48 East 34.90' to a point on the Northern R/W line of Queens Park Loop; thence along the Northern R/W line of said Queens Park Loop North 84-49-13 West, a distance of 116.04 feet to a point of cusp on a curve concave to the northwest having a radius of 25.00 feet and a cord bearing and distance of North 49-27-12 East 35.80'; thence North 03-43-36 East tangent to said curve, a distance of 157.49 feet to the beginning of a curve tangent to said line; thence northerly a distance of 66.20 feet along the curve concave to the west, having a radius of 217.00 feet and a chord bearing and distance of North 05-00-44 West 65.94'; thence North 13-45-05 West tangent to said curve, a distance of 263.65 feet to the beginning of a curve tangent to said line; thence northerly a distance of 63.44 feet along the curve concave to the east, having a radius of 283.00 feet and a chord bearing and distance of North 07-19-46 West 63.31'; thence North 00-54-26 West tangent to said curve, a distance of 360.31 feet to the beginning of a curve tangent to said line; thence northerly a distance of 37.65 feet along the curve concave to the west, having a radius of 217.00 feet and a chord bearing and distance of North 05-52-41 37.61'; thence North 10-50-56 West tangent to said curve, a distance of 358.08 feet to the beginning of a curve tangent to said line; thence northerly and northeasterly a distance of 237.69 feet along the curve concave to the east, having a radius of 353.00 feet and a chord bearing and distance of North 08-26-28 East 233.23'; thence North 27-43-52 East tangent to said curve, a distance of 101.31 feet to the beginning of a curve tangent to said line; thence northeasterly, northerly and northwesterly a distance of 39.27 feet along the curve concave to the west, having a radius of 25.00 feet and a chord bearing and distance of North 17-16-08 West 35.36' to the Point of Beginning. Containing 2.607 Ac., more or less. As shown on a Survey Plat entitled "Point West" prepared by Nu-South Surveying, Inc. dated Sept. 05, 2013.

Grey Friars Court 50' R/W Legal Description:

Commencing at the Point in the Eastern R/W line of Haddington Way 50' R/W Parcel, the point of Beginning; thence with said eastern R/W line northerly a distance of 61.29 feet along the curve concave to the west, having a radius of 175.00 feet and a chord bearing and distance of North 09-43-13 East 60.98'; thence continuing along the said Eastern R/W line North 00-18-48 West tangent to said curve, thence leaving Haddington Way a distance of 31.28 feet to a point of cusp on a curve concave to the northeast having a radius of 25.00 feet and a chord bearing and distance of S39-33-39 East 31.63' to a point of reverse curvature; thence easterly and southeasterly a distance of 126.86 feet along the arc of said curve concave to the southwest having a radius of 175.00 feet and a chord bearing and distance of S 58-02-26 E 124.10'; thence South 37-16-22 East tangent to said curve, a distance of 19.77 feet to the beginning of a curve tangent to said line; thence southeasterly and easterly a distance of 21.03 feet along the curve concave to the northeast, having a radius of 25.00 feet and a chord bearing and distance of South 61-22-03 East 20.41' to a point of reverse curvature; thence easterly, southeasterly, southerly, southwesterly and westerly a distance of 144.52 feet along the arc of said curve concave to the west having a radius of 50.00 feet and a chord bearing and distance of South 02-39-41 East 99.21' to a point of compound curvature; thence westerly, northwesterly and northerly a distance of 96.67 feet along the arc of said curve concave to the northeast having a radius of 50.00 feet and a chord bearing and distance of North 44-28-18 West 82.30' to a point of reverse curvature; thence northerly and northwesterly a distance of 21.03 feet along the arc of said curve concave to the west having a radius of 25.00 feet and a chord bearing and distance of North 13-10-41 West 20.41'; thence North 37-16-22 West tangent to said curve, a distance of 19.77 feet to the beginning of a curve tangent to said line; thence northwesterly and westerly a distance of 80.52 feet along the curve concave to the southwest, having a radius of 125.00 feet and a chord bearing and distance of North 55-43-33 E 79.13'; thence westerly, southwesterly and southerly a distance of 37.60 feet along the arc of said curve concave to the southeast having a radius of 25.00 feet and a chord bearing and distance of South 62-50-05 West 34.15' to the Point of Beginning. Containing 0.361 Ac., more or less. As shown on a survey Plat entitled Pointe West prepared Nu-South Surveying, Inc. dated Sept. 05, 2013.

Haddington Way 50' R/W Legal Description:

Commencing at the Point on the southern R/W line of Port Seton Road 50' R/W Parcel the point of Beginning; thence along the said R/W line North 72-12-49 East, a distance of 100.03 feet to a point; thence leaving said R/W line at the cusp on a curve concave to the southeast having a radius of 25.00 feet and a chord bearing and distance of South 26-32-16 West 35.77'; thence South 19-08-17 East tangent to said curve, a distance of 84.45 feet to the beginning of a curve tangent to said line; thence southerly a distance of 114.79 feet along the curve concave to the west, having a radius of 175.00 feet and a chord bearing and distance of South 00-20-50 East 112.74'; thence South 18-26-37 West tangent to said curve, a distance of 157.73 feet to the beginning of a curve tangent to said line; thence southerly a distance of 40.82 feet along the curve concave to the east, having a radius of 125.00 feet and a chord bearing and distance of South 09-05-15 West 40.64'; thence South 00°18'48" East, a distance of 288.23 feet to the northwestern corner of the Gray Friars Court 50' R/W Parcel; thence South 00-18-48 East, a distance of 31.28 feet to the beginning of a curve tangent to said line; thence southerly a distance of 61.29 feet along the curve concave to the west, having a radius of 175.00 feet and a chord bearing and distance of South 09-43-13 W 60.98' to a point of compound curvature; thence southerly and southwesterly a distance of 89.00 feet along the arc of said curve concave to the northwest having a radius of 175.00 feet and a chord bearing and distance of South 34-19-27 West 88.05'; thence South 48-53-39 West tangent to said curve, a distance of 31.95 feet to the beginning of a curve tangent to said line; thence southwesterly and westerly a distance of 166.89 feet along the curve concave to the north, having a radius of 225.00 feet and a chord bearing and distance of South 70-08-35 West 163.09'; thence North 88-36-29 West tangent to said curve, a distance of 52.86 feet to the beginning of a curve tangent to said line; thence westerly, southwesterly and southerly a distance of 31.71 feet along the curve concave to the southeast, having a radius of 25.00 feet and a chord bearing and distance of S55-03-18 West 29.63' to a point on the eastern R/W line of the Broad Meadow Drive 50' R/W line at the cusp on a curve, thence along said R/W line northerly a distance of 95.94 feet along the arc of said curve concave to the west having a radius of 400.00 feet and a chord bearing and distance of North 11-50-49 East 95.71' to a point of cusp on a curve, thence leaving the said R/W line southerly, southeasterly and easterly a distance of 40.83 feet along the arc of said curve concave to the northeast having a radius of 25.00 feet and a chord bearing and distance of South 41-48-58 East 36.44'; thence South 88-36-29 East tangent to said curve, a distance of 34.40 feet to the beginning of a curve tangent to said line; thence easterly and northeasterly a distance of 129.80 feet along the curve concave to the north, having a radius of 175.00 feet and a chord bearing and distance of North 70-08-35 east 126.85'; thence North

48°53'39" East tangent to said curve, a distance of 31.95 feet to the beginning of a curve tangent to said line; thence northeasterly and northerly a distance of 107.35 feet along the curve concave to the northwest, having a radius of 125.00 feet and a chord bearing and distance of North 24-17-26 East 104.09'; thence North 00°18'48" West tangent to said curve, a distance of 319.55 feet to the beginning of a curve, northerly along said curve a distance of 57.15 feet along the curve concave to the east having a radius of 175.00 feet and a chord bearing and distance of North 09-05-15 East 56.90'; thence North 18-26-37 East tangent to said curve, a distance of 157.73 feet to the beginning of a curve tangent to said line; thence northerly a distance of 81.99 feet along the curve concave to the west, having a radius of 125.00 feet and a chord bearing and distance of North 00-20-50 West 80.53'; thence North 19-08-17 West tangent to said curve, a distance of 86.81 feet to the beginning of a curve tangent to said line; thence northerly, northwesterly and westerly a distance of 38.68 feet along the curve concave to the southwest, having a radius of 25.00 feet and a chord bearing and distance of N 63-27-44 West 34.94' to the Point of Beginning. Containing 1.286 Ac., more or less. As shown on a Survey Plat entitled Pointe West prepared by Nu-South Surveying, Inc. dated Sept. 05, 2013.

Queens Park Loop North, 50' R/W Legal Description:

Commencing at a 1/2" rebar at the southwestern corner of the Edinburgh Way 66' R/W parcel, the Point of Beginning; thence South 84-49-13 East, a distance of 193.36 feet to the beginning of a curve tangent to said line; thence easterly a distance of 44.20 feet along the curve concave to the north, having a radius of 275.00 feet and a chord bearing and distance of South 89-25-29 13 East 44.15'; thence North 85-58-14 East tangent to said curve, a distance of 172.55 feet; thence North 86-12-48 East, a distance of 56.07 feet to the beginning of a curve concave to the northwest having a radius of 125.00 feet and a chord bearing and distance of North 62-31-45 East 99.45 feet; thence North 39-05-15 East tangent to said curve, a distance of 95.53 feet; thence South 53-07-23 East, a distance of 50.04 feet; thence South 39-05-15 West, a distance of 97.46 feet to the beginning of a curve tangent to said line; thence southwesterly and westerly a distance of 143.20 feet along the curve concave to the northwest, having a radius of 175.00 feet and a chord bearing and distance of South 62-31-45 W 139.23'; thence South 86-11-43 West, a distance of 60.61 feet; thence South 85-58-14 West, a distance of 168.01 feet to the beginning of a curve tangent to said line; thence westerly a distance of 52.24 feet along the curve concave to the north, having a radius of 325.000 feet and a chord bearing and distance of North 89-25-29 West 52.18'; thence North 84-49-13 West tangent to said curve, a distance of 301.416 feet to the beginning of a curve tangent to said line; thence westerly a distance of 290.72 feet along the curve concave to the south, having a radius of 725.00 feet and a chord bearing and distance of South 83-41-31 West 288.78'; thence South 72-12-16 West tangent to said curve, a distance of 187.19 feet to the beginning of a curve tangent to said line; thence westerly, southwesterly, southerly, southeasterly and easterly a distance of 376.352 feet along the curve concave to the east, having a radius of 125.00 feet and a chord bearing and distance South 14-02-57-East 249.47'; thence South 10-18-10 East radial to said curve, a distance of 50.00 feet to the beginning of a curve radial to said line; thence westerly, northwesterly, northerly, northeasterly and easterly a distance of 526.89 feet along the curve concave to the east, having a radius of 175.00 feet and a chord bearing and distance of North 14-02-57 West 349.25'; thence North 72°12'16" East tangent to said curve, a distance of 187.19 feet to the beginning of a curve tangent to said line; thence easterly a distance of 310.773 feet along the curve concave to the south, having a radius of 775.000 feet and a chord bearing and distance of North 83-05-17 East 292.66'; thence South 84°49'13" East tangent to said curve, a distance of 108.06 feet to the Point of Beginning. Containing 1.994 Ac., more or less. As shown on a Survey Plat entitled "Pointe West" prepared by Nu-South Surveying, Inc. dated Sept. 05, 2013.

Queens Park Loop South 50' R/W Legal Description:

Commencing at a 1/2" rebar in the southern R/W line of the Queens Park Loop North Parcel, the Point of Beginning; thence following said southern R/W line of Queens Park Loop North North 86-11-43 East, a distance of 60.61 feet to the beginning of a curve concave to the north having a radius of 175.00 feet and a chord bearing and distance of North 80-16-13 East 34.76', thence leaving the said southern R/W line of Queens Park Loop; thence westerly and southerly a distance of 33.58 feet along the arc of said curve concave to the southeast having a radius of 25.00 feet and a chord bearing and distance of South 36-05-18 West 31.11'; thence South 02-23-37 East tangent to said curve, a distance of 48.34 feet to the beginning of a curve tangent to said line; thence southerly a distance of 58.21 feet along the curve concave to the west, having a radius of 175.00 feet and a chord bearing and distance of South 16-39-51-West 160.43'; thence South 16-39-51 West tangent to said curve, a distance of 160.433 feet to the beginning of a curve tangent to said line; thence southerly a distance of 59.12 feet along the curve concave to the east, having a radius of 126.95 feet and a chord bearing and distance of South 03-19-26 West 58.58'; thence South 10-01-00 East tangent to said curve, a

distance of 152.93 feet to the beginning of a curve tangent to said line; thence southerly a distance of 26.38 feet along the curve concave to the west, having a radius of 175.00 feet and a chord bearing and distance of South 05-41-52 East 26.36'; thence South 01-22-43 East tangent to said curve, a distance of 101.694 feet to the beginning of a curve tangent to said line; thence southerly, southwesterly, westerly, northwesterly and northerly a distance of 546.15 feet along the curve concave to the north, having a radius of 175.00 feet and a chord bearing and distance of South 88-01-36 West; thence North 02-34-04 West tangent to said curve, a distance of 226.40 feet to the beginning of a curve tangent to said line; thence northerly, northwesterly and westerly a distance of 213.23 feet along the curve concave to the southwest, having a radius of 125.00 feet and a chord bearing and distance of North 51-26-07 West 188.30'; thence South 79-41-49 West tangent to said curve, a distance of 469.64 feet; thence North 10-18-10 West, a distance of 50.00 feet; thence North 79-41-49 East, a distance of 469.64 feet to the beginning of a curve tangent to said line; thence easterly, southeasterly and southerly a distance of 298.52 feet along the curve concave to the southwest, having a radius of 175.00 feet and a chord bearing and distance of South 51-26-07 East 263.62'; thence South 02-34-04 East tangent to said curve, a distance of 226.40 feet to the beginning of a curve tangent to said line; thence southerly, southeasterly, easterly, northeasterly and northerly a distance of 390.11 feet along the curve concave to the north, having a radius of 125.00 feet and a chord bearing and distance of North 88-01-36 East 249.99'; thence North 01-22-43 West tangent to said curve, a distance of 101.69 feet to the beginning of a curve tangent to said line; thence northerly a distance of 18.85 feet along the curve concave to the west, having a radius of 125.00 feet and a chord bearing and distance of North 05-41-42 West 18.83'; thence North 10-01-00 West tangent to said curve, a distance of 152.93 feet to the beginning of a curve tangent to said line; thence northerly, northeasterly, a distance of 82.40 feet along the curve concave to the east, having a radius of 176.95 feet and a chord bearing and distance of North 03-19-26-East 81.66'; thence North 16-39-51 East tangent to said curve, a distance of 160.43 feet to the beginning of a curve tangent to said line; thence northerly a distance of 41.58 feet along the curve concave to the west, having a radius of 125.00 feet and a chord bearing and distance of North 07-08-07 East 41.39'; thence North 02-23-37 West tangent to said curve, a distance of 41.78 feet to the beginning of a curve tangent to said line; thence northerly, northwesterly and westerly a distance of 39.98 feet along the curve concave to the southwest, having a radius of 25.00 feet and a chord bearing and distance of North 48-12-41 West 35.86' to the end point of beginning. Containing 2.354 Ac., more or less. As shown on a Survey Plat entitled "Pointe West" prepared by Nu-South Surveying, Inc. dated Sept. 05, 2013.

Derivation: This being a portion of the property conveyed unto Pointe West Development, LLC by deed of Pointe West, Inc. dated November 29, 2012 and recorded in the Office of the Register of Deeds of Oconee County, South Carolina on November 30, 2012 in Book 1932 at Page 265. See also corrective Deed of Pointe West, Inc. unto Pointe West Development, LLC dated December 23, 2013 and recorded in the Office of the Register of Deeds of Oconee County, South Carolina on December 27, 2013 in Book 2005 at Page 238.

Oconee County TMS# 271-01-01-123 and 271-01-01-127

PARCEL 2:

Non-exclusive easements for the benefit of Parcel 1 as contained in the Easement and Maintenance and Related Covenants dated [_____] and recorded [_____] in Book [___] Page [___], made by and between Pointe West, Inc., a South Carolina corporation, Pointe West Development, LLC, and Oconee County, South Carolina, a body politic and corporate and political division of the State of South Carolina.

BILL OF SALE

POINTE WEST, INC., a South Carolina corporation whose address is 391 College Avenue, Clemson, South Carolina 29631 and POINTE WEST DEVELOPMENT, LLC, a South Carolina limited liability company whose address is 391 College Avenue, Clemson, South Carolina 29631 (collectively, the “Sellers”) in consideration of Ten and NO/100 Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant, sell, transfer and deliver to OCONEE COUNTY, SOUTH CAROLINA, a body politic and corporate and political subdivision of the State of South Carolina (the “County”), all Public Improvements, as defined in the Memorandum of Understanding between the Pointe West, Inc. and the County dated as of June 16, 2010 and recorded in the Office of the Register of Deeds for the County on June 16, 2010 in Book 2875 at Page 345 (the “MOU”), including, but not limited to, all improvements and infrastructure acquired or constructed in order to facilitate the development of the PointeWest Project (as defined in the MOU), as well as all personal and tangible property acquired, constructed, installed, built, maintained, or improved in accordance with the MOU, and all tangible property listed on Exhibit B of the MOU (collectively, the “Public Improvements”).

The Sellers hereby represent and warrant that (1) the Sellers are the lawful owners and have good and marketable title to the Public Improvements, (2) the Public Improvements are free of all encumbrances and claims by third parties subject only to taxes, assessments, charges or levies not yet due and payable, (3) the Sellers have good right and full authority to sell the Public Improvements, and will warrant and defend the right and title to the Public Improvements against any and all claims and demands of all persons and (4) the Public Improvements are in good working order as of the date hereof.

The Sellers have executed and delivered this bill of sale as of the ____ day of _____, 2022.

POINTE WEST DEVELOPMENT, LLC

POINTE WEST, INC.

By: PWD Management, Inc., Manager

By: Thomas P. Winkopp
Its: President

By: William W. Huss, Jr.
Its: President

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

EASEMENT AND MAINTENANCE AGREEMENT AND RELATED COVENANTS

THIS EASEMENT AND MAINTENANCE AGREEMENT AND RELATED COVENANTS ("Agreement") has been made and entered into this ____ day of _____, 2022 by and between Pointe West, Inc., a South Carolina corporation ("Pointe West"), Pointe West Development, LLC ("Pointe West Development", and, collectively with Pointe West, and the respective successors and assigns of Pointe West and Pointe West Development, the "Developer") and Oconee County, South Carolina, a body politic and corporate and political subdivision of the State of South Carolina (the "County").

WITNESSETH:

WHEREAS, Pointe West was the owner and holder of fee simple title to that certain real property in the County being more fully described on Exhibit A attached hereto and incorporated herein by reference as the "Developer Property"; and

WHEREAS, Pointe West and the County have previously entered into that certain Memorandum of Understanding dated as of June 16, 2010 and recorded in the Office of the Register of Deeds for the County on June 16, 2010 in Book 2875 at Page 345 (the "Memorandum"), pursuant to which the parties thereto agreed that certain Public Improvements (as such term is defined in the Memorandum) were to be partially financed and acquired and constructed upon the Developer Property from proceeds of a special source revenue bond to be issued by the County; and

WHEREAS, as contemplated by the terms of the Memorandum, the County issued its Special Source Revenue Bond, Series 2010 in the original principal amount of \$3,500,000 dated June 16, 2010; and

WHEREAS, the Public Improvements have been acquired and constructed upon the Developer Property in accordance with the provisions of the Memorandum; and

WHEREAS, Pointe West has conveyed the Developer Property unto Pointe West Development, by deed dated November 29, 2012 and recorded in the Office of the Register of Deeds of the County on November 30, 2012 in Book 1932 at Page 265, and corrective deed dated December 23, 2013 and recorded in the Office of the Register of Deeds of the County on December 27, 2013 in Book 2005 at Page 238; and

WHEREAS, Developer has provided to the County a plat of survey prepared by Nu-South Surveying, Inc. dated September 5, 2013, revised October 14, 2013, February 9, 2016, December 22, 2016 and February 24, 2017, and recorded in the Office of the Register of Deeds for the County on February 28, 2017 in Plat Book B580 at Pages 3 and 4 (the "Survey"), which Survey shows and depicts as easements or roads thereon (i) all areas within which Public Improvements have been constructed, installed or otherwise located, and (ii) any areas to be dedicated to the public for

pedestrian or other use; and

WHEREAS, Pointe West Development has executed and delivered to the County its General Warranty Deed dated of even date herewith and recorded in the Office of the Register of Deeds for the County on _____, 20__ in Deed Book _____ at Page _____ (the "Deed"), pursuant to which Deed Pointe West Development has conveyed to the County fee simple title in and to certain portions of the Developer Property being shown and designated as various roads and streets upon the Survey, some or all of which may constitute Public Improvements (the "Roads"); and

WHEREAS, Developer, by and through a separate bill of sale dated of even date herewith (the "Bill of Sale"), has granted, bargained and conveyed to the County title to all Public Improvements other than the Roads; and

WHEREAS, by conveyance by and through the Deed and Bill of Sale, the Roads have been dedicated to the public for use as public roads and rights-of-way and all other Public Improvements have been dedicated to the public for use as public infrastructure; and

WHEREAS, by Resolution 20__-0_ of the County duly adopted by the County Council of the County on _____, 2022 (the "Resolution"), the County has, subject to the full execution and delivery of this Agreement, formally accepted the conveyance of the Roads and dedication of such Roads to the public as public roads and rights-of-way to be owned and maintained by the County, and has formally accepted the conveyance and dedication of all other Public Improvements; and

WHEREAS, Pointe West Development, for itself, its successors and assigns, wishes to grant, declare, create and establish in favor of the County, its successors and assigns, the easement rights described herein over, across, through and under portions of the Developer Property comprised of the Drainage Easement Areas (as defined below) and the Public Use Easement Areas (as defined below, and the Drainage Easement Areas and the Public Use Easement Areas, collectively, the "Public Use and Drainage Easement Areas"), and over and across the Developer Property for purposes of access to such Public Use and Drainage Easement Areas, all as more specifically provided herein (collectively, the "Easements"); and

WHEREAS, Developer wishes to covenant and agree to at all times maintain and repair all Easement Areas and all Public Improvements (not including the Roads) in accordance with all applicable standards and requirements adopted by ordinance or resolution of the County from time to time enacted or adopted;

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00), cash in hand paid and the mutual covenants and agreements established herein, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, the parties hereto agree and declare as follows:

1. GRANT OF STORMWATER AND DRAINAGE EASEMENTS. Pointe West Development, for itself, its successors and its assigns, hereby grants and conveys to the County, for the use and benefit of the County, its successors, assigns, employees, agents, invitees and any other persons whomsoever claiming under or through said parties, perpetual easements, running

with the land, over, across, above, beneath and through all those portions of the Developer Property shown and described on the Survey as "drainage easement" and "stormwater easement" or similar name or description for the purpose of stormwater drainage and runoff thereon and thereunder and for the construction, installation, existence, repair, maintenance, removal and relocation of Public Improvements thereon or thereunder for use in the drainage or flowage of stormwater including, but not limited to, drainage pipes, drains and culverts. The portion of the Developer Property affected by the Easements described in this Section 1 are referred to herein, collectively, as the "Drainage Easement Areas".

2. GRANT OF PUBLIC USE EASEMENTS. The portion of the Developer Property affected by the Easements described in this Section 2 are referred to herein, collectively, as the "Public Use Easement Areas".

a. *Public Pedestrian Easements.* Pointe West Development, for itself, its successors and its assigns, hereby grants and conveys to the County, for the use and benefit of the County, its successors, assigns, employees, agents, invitees, and all members of the general public, perpetual easements over, across, above, and upon each of the portions of the Developer Property shown and designated on the Survey as "public easement" or "public easement for walking trail" for purposes of foot, bicycle and other means of lawful non-vehicular travel and ingress and egress.

b. *Public Parking Easements.* Pointe West Development, for itself, its successors and its assigns, further hereby grants and conveys to the County, for the use and benefit of the County, its successors, assigns, employees, agents, invitees and all members of the general public, a perpetual easement for vehicular and pedestrian access over and across, and vehicular parking upon, the portions of the Developer Property being shown and designated as "public parking easement" on the Survey.

3. EASEMENTS FOR ACCESS AND CONSTRUCTION AND MAINTENANCE; MAINTENANCE OBLIGATIONS.

a. *Access to Easement Areas Across Developer Property.* Pointe West Development, for itself, its successors and its assigns, hereby grants and conveys to the County, for the use and benefit of the County, its successors, assigns, employees, agents, invitees and any other persons whomsoever claiming under or through said parties, a perpetual non-exclusive easement, running with the land, for ingress and egress over, across and upon the Developer Property as is reasonably necessary for the purpose of accessing the Public Use and Drainage Easement Areas and for the purposes of construction, installation, existence, repair, maintenance, removal and relocation of Public Improvements or other infrastructure (including, but not limited to, utilities) owned or controlled by the County or otherwise necessary or desirable for the use and benefit of the County or the general public, including, but not limited to, sidewalks, public utilities, and other similar infrastructure. Without limitation of the foregoing, or anything else contained herein, the County covenants and agrees for itself and its successors, assigns, employees, agents, invitees and other persons whomsoever claiming under or through said parties that the Public Use and Drainage Easement Areas shall be accessed for the above described purposes from the Roads without entry upon portions of the Developer Property not

contained within the Public Use or Drainage Easement Areas as shown on the Survey where reasonably practical.

b. *Construction, Maintenance, Etc.* Pointe West Development, for itself, its successors and its assigns, further hereby grants and conveys to the County, for the use and benefit of the County, its successors, assigns, employees, agents, invitees and any other persons whomsoever claiming under or through said parties, a perpetual non-exclusive easement, running with the land, over, across, above, beneath and through the Public Use and Drainage Easement Areas for the purposes of construction, installation, existence, repair, maintenance, removal and relocation of Public Improvements or other infrastructure (including, but not limited to, utilities) owned or controlled by the County or otherwise necessary or desirable for the use and benefit of the County or the general public, including, but not limited to, sidewalks, public utilities, and other similar infrastructure.

c. *Maintenance Obligations.* Notwithstanding the foregoing, or anything contained herein to the contrary, nothing contained herein shall be construed to obligate the County to construct, install, repair, maintain, remove or relocate any infrastructure or improvements on or beneath the Public Use and Drainage Easement Areas, including, but not limited to, Public Improvements, or to otherwise improve or maintain the Public Use and Drainage Easement Areas at any time. Developer, for itself, and its respective successors and assigns, hereby covenants and agrees that Developer, or its respective successors and its assigns, will cause all Public Improvements (except the Roads conveyed to the County by the Deed, which the County acknowledges shall be maintained by the County) and other improvements, infrastructure and appurtenances constructed or installed upon or beneath the Public Use and Drainage Easement Areas to be constructed or installed in a safe condition and in conformity with all applicable ordinances and resolutions enacted or adopted by the County, and all applicable state and federal laws, rules, regulations and orders, in effect at the time of such construction or installation, and shall thereafter maintain and repair, or cause to be maintained and repaired, such Public Improvements (other than the Roads conveyed to the County by the Deed) and other improvements, infrastructure or appurtenances, and shall maintain the Public Use and Drainage Easement Areas, at all times in a safe condition and in good repair and working order in conformity with all applicable ordinances, resolutions or enactments of the County and applicable state and federal laws, rules, regulations and orders.

In the event the County, in its sole discretion, determines the Developer, or its respective successors or assigns, as applicable, has/have at any time failed to satisfy its/their maintenance and repair obligations under this Agreement, the County may, without notice to the Developer or such respective successors or assigns, make or cause to be made such repairs or undertake such maintenance as shall be deemed necessary or appropriate to meet such obligations of the Developer or such successors and assigns in the County's sole discretion, and to thereafter seek reimbursement from the Developer and/or any applicable successors or assigns for any and all out-of-pocket costs and expenses actually incurred by the County related to such failure of the Developer, its successors and/or assigns (including attorneys' fees and costs) and all out-of-pocket costs and expenses actually incurred by the County in undertaking such repairs and/or maintenance. Such reimbursement shall be promptly paid by the Developer, its successors or assigns, as applicable, upon receipt of notice of the amount to be reimbursed and the nature of the costs and expenses from the

County. As between the Developer and its respective successors and assigns owning all or part of the Developer Property, each party's responsibility for payment of the amount of reimbursement owed shall be determined in accordance with the provisions of Section 4 below.

4. COVENANTS AFFECTING GRANTOR PROPERTY. Pointe West Development, for itself, its successors and its assigns, hereby imposes the following covenants and restrictions upon the Developer Property, which covenants and restrictions shall continue in existence unless and until this Agreement shall be terminated by execution of written notice of termination of this Agreement by all the parties hereto or their respective successors and assigns, and recordation of such notice of termination in the Office of the Register of Deeds for the County:

a. *Property Owners Obligated.* Any future owner of one or more lots or any part of the Developer Property, including an owner of units under any horizontal property regime, shall be deemed to have assumed and share in the duty and obligation of the Developer hereunder as successors in interest to the Developer; provided, however, that the obligation so assumed shall be limited to such owner's prorata share of ownership of the Developer Property (and, subject to subsection (b) below, the selling entity shall be released from any and all liability and/or obligations hereunder to the extent of the obligations and/or liabilities assumed by such new owner of the Developer Property). Such prorata share shall be based on the percentage of the overall acreage of the Developer Property owned but such future owner, or, in the case of a unit owner under a horizontal property regime, based on the percentage of the overall Developer Property that is described in the applicable master deed as being subject to the applicable horizontal property regime, multiplied by a fraction the numerator of which shall be the number of units owned by such unit owner in the horizontal property regime at the time of calculation and the denominator of which shall be the total number of units existing in the horizontal property regime at the time of calculation. The Developer, or its respective successors or its assigns, as applicable, may, with the written consent of the County, record restrictive covenants or a master deed affecting all or part of the Developer Property which provide for a different division of responsibility or obligation among future owners of all or part of the Developer Property for the Developer's obligations (or the obligations of the respective successors or assigns of Developer) hereunder.

b. *Developer to Remain Liable.* Notwithstanding anything to the contrary herein, the Pointe West and Pointe West Development shall also remain fully liable for all obligations of the Developer hereunder notwithstanding any conveyance of all or part of the Developer Property, and in the event of a failure of Developer or Developer's respective successors or assigns to perform any duty or obligation hereunder, the County may, at its option, look solely to Pointe West and Pointe West Development to cure such failure, proceed against Pointe West and Pointe West Development solely in pursuit of any and all rights and remedies available to the County arising herefrom or otherwise available at law or in equity without first seeking or pursuing such cure, rights or remedies from any then current owners of the Developer Property other than the Developer, or proceed against Pointe West and Pointe West Development and such then current owners of the Developer Property and other of Developer's successors and assigns simultaneously for any and all rights and remedies available to the County arising herefrom or otherwise available at law

or in equity. The liability of Pointe West and Pointe West Development as Developer under this Agreement shall in all respects be joint and several.

5. EASEMENTS PERPETUAL: The Easements granted hereunder shall be perpetual, and shall inure to the benefit of the County, its successors and assigns, and shall be binding upon Pointe West Development, its successors and assigns, to warrant and forever defend unto the County, its successors and assigns.

6. NONFORFEITURE OR REVERSION: Any obligations contained herein with regard to the aforescribed easements shall be construed as covenants and not as conditions and any violation of any said covenants shall not result in a forfeiture or reversion of any easements granted herein.

7. AMENDMENT: This Agreement represents the entire understanding between the parties with respect to the subject matter hereof and may not be abrogated, modified, rescinded or amended in whole or in part without the express written consent of Developer and the County or their respective successors or assigns. This Agreement and all amendments hereto shall be recorded in the Office of the Register of Deeds for Oconee County, South Carolina.

8. TAXES: *Ad valorem* taxes and assessments, and other requirements or incidentals of ownership relating to the easements, except as otherwise set forth herein, shall be borne by party upon whose property such easements are located.

9. GOVERNING LAW: This Agreement shall be governed by and enforced in accordance with the laws of the State of South Carolina.

10. COUNTERPARTS: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of such counterparts together shall be deemed to constitute one original document.

11. INDEMNIFICATION: Developer and the Developer's respective successors and assigns shall indemnify and hold harmless and defend the County against any and all claims, damages, liabilities, costs or expenses, including, but not limited to, reasonable, attorneys' fees and expenses incurred by the County, arising out of: this Agreement or the breach of this Agreement by the Developer or the Developer's successors or assigns; the rights conveyed to the County hereunder; the use or enjoyment of the Public Use and Drainage Easement Areas; the construction, installation, repair, maintenance, removal, relocation or use of improvements or infrastructure upon or beneath the Public Use and Drainage Easement Areas; and any injury or damage to person or property which occurs on the Public Use and Drainage Easement Areas or the Developer Property; provided, however, that the foregoing indemnity shall not apply to the extent any such claims, damages, liabilities, cost or expenses arise from the gross negligence or willful misconduct of the County or its employees, agents or contractors.

12. MISCELLANEOUS:

a. Whenever required by the context of this Agreement, the singular shall include the plural and the vice versa, and the masculine shall include the feminine and neutral.

b. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be valid or unenforceable, the remainder of this Agreement, or the application of such term or provisions to persons or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

c. The captions preceding the text of each paragraph are included only for convenience of reference and should be disregarded in the construction and interpretation of this Agreement. Capitalized terms are also selected only for convenience of reference.

d. The fact that one party hereto was the drafter of this Agreement shall not be taken into consideration as a factor in interpretation or enforcement of the terms of this Agreement. In the event an ambiguity is found herein, said ambiguity will not be construed more strictly against the drafter of this document.

SIGNATURES BEGIN ON FOLLOWING PAGE

EXHIBIT A
GRANTOR PROPERTY

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (this “Agreement”) is made and entered into as of March __, 2022 (“Effective Date”) by and among **Parker Poe Adams & Bernstein LLP**, a North Carolina limited liability partnership (“Escrow Agent”), **Oconee County, South Carolina**, a body politic and political subdivision of the State of South Carolina (the “County”), **Pointe West, Inc.**, a South Carolina corporation (“PWI”) and **Pointe West Development, LLC**, a South Carolina limited liability company (“PWD” and together with PWI, collectively, the “Company”). The Escrow Agent, the County and the Company are sometimes referred to in this Agreement as a “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, pursuant to that certain Resolution 2022-08 adopted by the County Council of the County (the “Resolution”), the County has agreed to accept certain Public Improvements and Dedicated Roads owned by the Company subject to certain terms and conditions set forth in the Resolution, including the requirement that the Company make certain repairs to the Dedicated Roads;

WHEREAS, the County and the Company have agreed that the sum of Four Hundred Thousand and No/100ths Dollars (\$400,000.00) (the “Escrow Funds”) will be held and disbursed by the Escrow Agent in accordance with the terms hereof;

WHEREAS, the amount of the Escrow Funds was determined in part by a scope of repair synopsis, attached hereto as Exhibit A (“Scope of Repairs”), which was developed jointly by the Company and the County;

WHEREAS, while the Scope of Repairs was developed by the Company and the County, the County does not represent that it is a complete inventory of needed repairs to the Dedicated Roads, but rather, it is purposed to serve as a basis for determining the amount of the Escrow Funds, which may be more or less than sufficient to accomplish the necessary repairs, and the County does not waive, but expressly reserves, any claims it has or may have in relation to the condition of the Dedicated Roads or otherwise;

WHEREAS, the Escrow Agent is willing to retain the Escrow Funds and to collect, hold, and distribute the same in accordance with the terms and conditions set forth herein; and

WHEREAS, capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Resolution.

AGREEMENT

NOW THEREFORE, in consideration of the premises and the mutual agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Receipt of Escrow Funds. Contemporaneously with the execution of this Agreement, the Company shall deliver to Escrow Agent the sum of Four Hundred Thousand and No/100ths Dollars (\$400,000.00) constituting the Escrow Funds. Escrow Agent shall retain the Escrow Funds in its client trust fund account that is non-interest-bearing with an FDIC-insured bank (the “Bank”) (the “Escrow Account”). The Escrow Agent shall administer and disburse the Escrow Funds pursuant to the terms and conditions of this Agreement.

2. Disbursement of Escrow Funds from the Escrow Account. The Escrow Agent agrees to hold the Escrow Funds pursuant to the following terms:

(a) The Escrow Agent shall only disburse the Escrow Funds held in the Escrow Account upon receipt of a written notice (“Disbursement Request”) from the Company not less than ten (10) Business Days prior to the requested disbursement date specifying the specific element of the Scope of Repairs for which the disbursement is requested, the date of disbursement, the recipient of the disbursement, and the manner of the disbursement. The Company shall deliver a copy of such Disbursement Request to the County simultaneously with its submission to the Escrow Agent.

(b) If the County gives notice to the Company and the Escrow Agent disputing the Disbursement Request in any respect (each a “Counter Notice”) within ten (10) Business Days following receipt by the County of the Disbursement Request, such dispute shall be resolved as provided in Section 2(c) below. If no Counter Notice is received by the Escrow Agent within such ten (10) Business Days, then the Escrow Agent shall disburse the Escrow Funds to the recipient in the manner indicated by the Company in such Disbursement Request from the Escrow Account. The Escrow Agent shall not inquire into or consider whether a Disbursement Request complies with the requirements of the Resolution.

(c) If a Counter Notice is given with respect to a Disbursement Request, the Escrow Agent shall make payment with respect to such disputed amount only in accordance with (i) joint written instructions of the Parties or (ii) an order, judgment, or decree accompanied by a legal opinion by counsel for the Company reasonably satisfactory to the Escrow Agent (“Legal Opinion”) to the effect that such order, judgment, or decree is the final and non-appealable ruling of a court of competent jurisdiction (a “Final Order”). The Escrow Agent shall act on Final Order and Legal Opinion without further question.

3. Duties of The Escrow Agent.

(a) Escrow Agent Obligations. The Escrow Agent agrees to provide the Company and the County, upon request, with an accounting of receipts and disbursements with respect to the Escrow Account established hereunder.

(b) Duties. The Escrow Agent shall have only those obligations and duties specifically enumerated in this Agreement, which shall be deemed purely ministerial in nature, and shall under no circumstance be deemed fiduciary for any of the other parties to this Agreement. The responsibilities of the Escrow Agent hereunder shall be the safekeeping and physical preservation of the Escrow Funds in the same manner as it deals with similar property for its own account and delivery of the Escrow Funds in accordance with the provisions of

Section 2 hereof. The Escrow Agent's duties will be determined only with reference to this Agreement and applicable laws, and the Escrow Agent is not charged with any duties or responsibilities in connection with any other document or agreement.

(c) Liability of The Escrow Agent.

(i) In performing any of its duties hereunder, the Escrow Agent shall not incur any liability to the Company, the County, or any other person or entity for any damages, losses, or expenses, except as may be occasioned in the willful misconduct, breach of trust, or gross negligence by the Escrow Agent. In particular, the Escrow Agent shall not incur any such liability with respect to (i) any action taken or omitted in good faith upon advice of its legal counsel relating to the duties and responsibilities of the Escrow Agent hereunder or (ii) any action taken or omitted in reliance on any instrument, including any written notice or instruction provided for in this Agreement, not only as to its due execution and the validity and effectiveness of its provisions, but also as to the truth and accuracy of any information contained therein, which the Escrow Agent shall in good faith believe to be genuine, to have been signed or presented by a person or persons having authority to sign or present such instrument, and to conform with the provisions of this Agreement.

(ii) In the event that the Escrow Agent shall be uncertain as to its duties or rights hereunder or shall receive instructions, claims, or demands from the County or the Company, which in its opinion, conflict with any of the provisions of this Agreement, it shall be entitled to refrain from taking any action and its sole obligation shall be to keep safe all property held in escrow until it shall be directed otherwise in writing jointly by the County and Company or by a final and non-appealable order of a court of competent jurisdiction. The Escrow Agent shall have the option, after five (5) days written notice, to the County and Company of its intention to do so, to file an action in interpleader requiring the County and Company to answer and litigate any claims and rights among themselves.

(d) Successor to the Escrow Agent. The Escrow Agent shall have the right to resign as the Escrow Agent hereunder by giving thirty (30) days prior written notice to the Company and the County. Upon such notice of resignation, the Escrow Agent shall have no further obligations hereunder except to hold the Escrow Funds as depositary. Any successor to the Escrow Agent at any time serving hereunder shall be entitled to all rights, powers, immunities, privileges, protections, and indemnities granted to the Escrow Agent hereunder as if originally named herein. The Escrow Agent may be removed and a new Escrow Agent may be appointed upon mutual agreement of the County and the Company. In such event, the County and the Company shall deliver joint written notice to the Escrow Agent of such removal together with joint written instructions authorizing delivery of this Agreement, the Escrow Funds, and any and all related instruments or documents to a successor Escrow Agent.

4. Termination of Agreement. This Agreement shall terminate upon the earlier to occur of the following dates: (a) the date on which the entire Escrow Account has been distributed in accordance with Section 2 of this Agreement; and (b) the first anniversary of this Escrow Agreement. Upon such termination, the Escrow Agent shall distribute the remaining Escrow Funds, if any, to the Company.

5. Indemnity. The Company hereby agrees to indemnify the Escrow Agent against, and hold the Escrow Agent harmless from, any and all claims, actions, demands, losses, damages, expenses, and liabilities that may be imposed upon the Escrow Agent or incurred by the Escrow Agent in connection with the performance of its duties hereunder, including, without limitation, any litigation arising from this Agreement or involving the subject matter hereof, but excluding any such claims, actions, demands, losses, damages, expenses, and liabilities resulting from or arising out of any willful misconduct, breach of trust, or gross negligence by the Escrow Agent hereunder.

6. Miscellaneous.

(a) Entire Agreement; Incorporation of Terms. This Agreement contains, and is intended as, a complete statement of all of the terms of the arrangements between the Parties with respect to the matters provided for herein, and supersedes any previous agreements and understandings between the Parties with respect to those matters. The introductory language and the recitals set forth above are incorporated into this Agreement by reference. Notwithstanding, in the event of any inconsistency between the statements in the body of this Agreement and those of the Resolution, (i) with respect to any inconsistency as between the County and the Company, the statements in the body of the Resolution shall control; and (ii) with respect to any inconsistency as between the Escrow Agent, on the one hand, and either the County or the Company or both, on the other hand, the statements in the body of this Agreement shall control.

(b) Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with the internal laws and judicial decisions of the State of South Carolina, without regard to its principles of conflicts of law. The parties hereto agree that any dispute arising out of this Agreement shall be subject to the jurisdiction of the state courts and federal courts in South Carolina. For that purpose, the parties hereby submit to the jurisdiction of the state and federal courts of South Carolina.

(c) Headings. The section headings of this Agreement are for reference purposes only and are to be given no effect in the construction or interpretation of this Agreement.

(d) Force Majeure. No party shall be liable or responsible to the other parties, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control ("**Force Majeure Events**"), including, without limitation: (a) acts of God; (b) flood, fire, or explosion; (c) war, invasion, riot, or other civil unrest; (d) governmental order or law; (e) actions, embargoes, or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; and (h) strikes, labor stoppages, slowdowns, or other industrial disturbances. The party suffering a Force Majeure Event shall

give written notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized.

(e) Notices.

(i) All notices and other communications under this Agreement shall be in writing and shall be delivered in person, by email, or by Federal Express (or comparable overnight courier) or sent by U.S. registered or certified mail, return receipt requested, postage prepaid to the addresses indicated on the signature pages hereof, or to such address as directed by a Party pursuant to a notice delivered pursuant to this Section 6(e).

(ii) Any notice or other communication delivered in accordance with the terms hereof shall be deemed received by the party to whom it is given (i) on the date of delivery if delivered in person or via email with proof of receipt, (ii) on the next business day after the date mailed by Federal Express (or comparable overnight courier), and (iii) on the third (3rd) business day following the postmark date of such notice or other communication if sent by U.S. registered or certified mail.

(f) Severability. If at any time any of the covenants or the provisions contained in this Agreement are deemed invalid or unenforceable by the laws of the jurisdiction wherein it is to be enforced, such covenants or provisions shall be considered divisible as to such portion and such covenants or provisions shall become and be immediately amended and reformed to include only such covenants or provisions as are enforceable by the court or other body having jurisdiction of this Agreement. The Parties agree that such covenants or provisions, as so amended and reformed, shall be valid and binding as though the invalid or unenforceable portion had not been included herein.

(g) Amendment; Waiver. No provision of this Agreement may be amended or modified except by an instrument or instruments in writing signed by the Parties. Time is of the essence under this Agreement. Any Party may waive compliance by another with any of the provisions of this Agreement. No waiver of any provision hereof shall be construed as a waiver of any other provision. Any waiver must be in writing.

(h) Assignment and Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. None of the Parties hereto may assign any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other Parties, which consent shall not be unreasonably withheld, conditioned, or delayed. All of the terms and provisions of this Agreement shall be binding on, and shall inure to the benefit of, the respective successors and permitted assigns of the Parties.

(i) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and each Party thereto may become a Party hereto by executing a counterpart hereof. This Agreement and any counterpart so executed shall be deemed to be one and the same instrument. A signed copy of this Agreement delivered

by email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

(k) Taxes.

(i) Each of the County and the Company agree, that for purposes of United States federal and other taxes based on income, the Company shall be treated as the owner of the Escrow Funds and that the Company shall report the income, if any, that is earned on, or derived from, the Escrow Funds as its income, in the taxable year or years in which such income is properly includible and pay any taxes attributable thereto.

(ii) Prior to the date hereof, each of the County and the Company shall provide the Escrow Agent with a fully executed Internal Revenue Service Form W-9 or W-8 properly completed and signed and such other forms and documents that the Escrow Agent may reasonably request.

(iii) The Escrow Agent shall be entitled to deduct and withhold from any amount distributed or released from the Escrow Funds all taxes which may be required to be deducted or withheld under any provision of applicable tax law. All such withheld amounts shall be treated as having been delivered to the party entitled to the amount distributed or released in respect of which such tax has been deducted or withheld.

(l) Escrow Costs. The Company shall pay all of the fees and expenses (including reasonable and documented attorneys' fees) of the Escrow Agent for the services to be rendered by The Escrow Agent pursuant to this Agreement.

(m) Waiver of Jury Trial. Each party acknowledges and agrees that any controversy which may arise under this Agreement is likely to involve complicated and difficult issues; therefore, each such party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby. Each party to this Agreement certifies and acknowledges that (a) no representative of any other party has represented, expressly or otherwise, that such other party would not seek to enforce the foregoing waiver in the event of a legal action, (b) such party has considered the implications of this waiver, and (c) such party makes this waiver voluntarily.

[SIGNATURES BEGIN ON NEXT PAGE]

The Parties hereto have executed this Escrow Agreement effective as of the date first written above.

THE ESCROW AGENT:

Parker Poe Adams & Bernstein LLP

By: _____
Its: Partner

Address: 110 E. Court Street, Suite 200
Greenville, SC 29601
Attn: Richard L. Few, Jr.
Email: richardfew@parkerpoe.com

[Counterpart Signature Page to Escrow Agreement]

COMPANY:

POINTE WEST, INC.

By: _____
Will W. Huss, Jr., President

POINTE WEST DEVELOPMENT, LLC

By: PWD Management, Inc., Manager

By: _____
Thomas P. Winkopp, President

Address: 391 College Street, Suite 506
Clemson, SC 29631
Attn: Thomas P. Winkopp
Email: twinkopp @tomwinkopp.com

[Counterpart Signature Page to Escrow Agreement]

COUNTY:

OCONEE COUNTY, SOUTH CAROLINA

By: _____

Amanda F. Brock
Oconee County Administrator

Address: 415 S. Pine Street
Walhalla, SC 29622
Attn: County Administrator
Email: abrock@oconeesc.com

EXHIBIT A

“Scope of Repairs”

[See Attached]

EXHIBIT F

CERTIFICATE OF OCONEE COUNTY, SOUTH CAROLINA

_____, 2022

Core SVA Seneca Edinburg, LLC
1643 N. Milwaukee Avenue, 5th Floor
Chicago, Illinois 60674

Re: Memorandum of Understanding dated June 16, 2010, recorded on June 16, 2010, in Book 2875, Page 345 in the Register of Deeds for Oconee County, South Carolina (the "**MOU**").

Gentlemen:

The undersigned authorized officer of Oconee County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina (the "**County**") is a party to the MOU and has the full right, power and authority to execute and deliver this certificate. Terms not otherwise defined herein shall have the meaning given thereto in the MOU. The property more particularly described on Exhibit A attached hereto together with the improvements, including the buildings, located thereon (the "**Property**") is subject to the MOU. The County acknowledges that, on or about **March 16, 2022** (the "**Closing Date**"), Core SVA Seneca Edinburg, LLC, a Delaware limited liability company ("**New Owner**"), intends to acquire a fee interest in the Property pursuant to that certain Real Estate Sale Agreement dated as of September 28, 2021, as amended and/or assigned from time to time. Accordingly, the County does hereby certify to New Owner as follows:

- A. The MOU is valid, enforceable, and in full force and effect as to the County and to the knowledge of the County, valid, enforceable and in full force and effect as to Pointe West, Inc. (together with its affiliates and their respective successors and assigns, collectively, "**Pointe West**"), and the County and Pointe West have not entered into any written documents which modify, supplement, amend, terminate or supersede the MOU except for the Easement Agreement (as defined below).
- B. As of the date hereof, to the knowledge of the County, there are no fees, assessments or other charges due and owing by Pointe West under the MOU.
- C. As of the date hereof, the County has not issued any notice, and County Council has not directed County Staff to issue any notice, to Pointe West to the effect that Pointe West or the Property are not in compliance with the terms of the MOU or that Pointe West has not performed its obligations under the MOU as of the date hereof. Notwithstanding the foregoing, Pointe West has certain remaining obligations to be performed under the MOU, as well as an Easement and Maintenance Agreement between the County and the Company of even date

herewith as contemplated by the MOU (the “**Easement Agreement**”), and the Resolution of the County Council of the County adopted on March __, 2022 (the “**Resolution**”), and the documents attached to the Resolution.

The individual executing this certificate has been duly and validly authorized to do so and no other signature is required or necessary in connection with the execution and validity of this estoppel certificate. This estoppel certificate shall be binding on the undersigned and its successors and assigns and shall inure to the benefit of New Owner, Stewart Title Guaranty Company, Fifth Third Bank, National Association, and their respective affiliates and successors and assigns (collectively, “**Reliance Parties**”). The Reliance Parties shall be entitled to rely on this estoppel certificate and the certifications made herein.

**OCONEE COUNTY, SOUTH
CAROLINA**

By: _____
Name: _____
Title: _____

Exhibit A

The Property

All that certain piece, parcel or tract of land situate, lying and being in the State of South Carolina, County of Oconee, being known and designated as 219.61 acres, more or less, including all easements, as shown on a plat thereof entitled, "Survey for Pointe West, Inc.", dated 5/27/08 and recorded in the Office of the Register of Deeds for Oconee in Plat Book B295, at Pages 2 & 3, and having the metes and bounds, courses and distances as upon said plat appear.

Together with all rights under easements recorded in Book 1668, page 203 and Book 1668, page 204.

This being a portion of the same property conveyed unto Pointe West, Inc. by deed from WP Properties of Clemson, LLC dated 12/17/07 and recorded in Deed Book 1634, page 264, records of Oconee County, South Carolina.

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



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

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



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:
844-524-2197

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!
1-855-397-7030
www.dental50plus.com/60
#6258

DONATE YOUR CAR TO KIDS.

Your donation helps fund the search for missing children. Accepting Trucks, Motorcycles & RV's, too! Fast Free Pickup - Running or Not - 24 Hour Response - No Title Tax Donation - **Call (888) 515-3810**

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) 647-8093** or **TDD#: (800)735-2905** for more info. Equal Housing Opportunity. Managed by Partnership Property Management, an equal opportunity provider and employer.
Apply TODAY!

SALES & SERVICES

AUCTIONS

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

Call **Randall Savelly** at the S.C. Newspaper Network. 1-800-421-1014

REAL ESTATE SALES

BUSINESS PROPERTY

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.

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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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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.

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.

PUBLISHER'S AFFIDAVIT

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

OCONEE COUNTY COUNCIL

IN RE: RESOLUTION 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 03/24/2022 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
03/24/2022



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

Oconee Publishing

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Classified Advertising Invoice

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WALHALLA, SC 29691

Acct#: 63488
Ad#: 36334
Phone#: 864-718-1023
Date: 03/23/2022

Salesperson: HMCALISTER Classification: Legals Ad Size: 1.0 x 3.40

Advertisement Information:

Description	Start	Stop	Ins.	Cost/Day	Total
The Journal	03/24/2022	03/24/2022	1	110.00	110.00

Payment Information:

Date: 03/23/2022 Order#: 36334 Type: BILLED ACCOUNT

Total Amount: 110.00
Amount Due: 110.00

Comments: RESOLUTION 2022-08

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

Ad Copy

The Oconee County Council will hold a special meeting on Friday, March 25, 2022 at 10 a.m. in Oconee County Council Chambers 415 S. Pine Street, Walhalla to receive legal advice and discuss contractual matter related to the acceptance of roads and related issues for the Polaris West Development Project and for the following Resolution:

STATE OF SOUTH CAROLINA
OCONEE COUNTY
RESOLUTION 2022-08

A RESOLUTION ACKNOWLEDGING THE ACCEPTANCE OF TITLE IN AND TO CERTAIN ROADS LOCATED IN OCONEE COUNTY, SOUTH CAROLINA AND ACKNOWLEDGING ACCEPTANCE OF SUCH ROADS INTO THE OCONEE COUNTY ROAD SYSTEM, AUTHORIZING ACCEPTANCE OF TITLE IN AND TO CERTAIN PUBLIC IMPROVEMENTS CONSTRUCTED IN THE COUNTY; AUTHORIZING THE EXECUTION AND DELIVERY OF AN EASEMENT AND MAINTENANCE AGREEMENT AND RELATED COVENANTS; AND OTHER MATTERS THERETO.

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.

LEGAL NOTICES

LEGALS

The Seneca Recreation Department is currently accepting bids for concession stand operators for games during our spring and fall sports seasons. Please call 864-885-2709 for more information.

NOTICE OF APPLICATION

Notice is hereby given that Dolgen Corp, LLC intends to apply to the South Carolina Department of Revenue for a license/permit that will allow the sale and Off Premises consumption of Beer & Wine at Dollar General Store #10773 located at 15310 Wells Hwy., Seneca, SC 29678.

To object to the issuance of this permit/license, written protest must be postmarked no later than March 26, 2022.

For a protest to be valid, it must be in writing, and should include the following information:

(1) The name, address and telephone number of the person filing the protest;

(4) That the person proposing resides in the same county where the proposed place of business is located or within five miles of the business; and,

(5) The name of the applicant and the address of the premises to be licensed.

Protests must be mailed to: S.C. Department of Revenue, ABL SECTION, P.O. Box 125, Columbia, SC 29214-0907; or faxed to: (803) 896-0110.

The Oconee County Council will hold a special meeting on Friday, March 25, 2022 at 10 a.m. in Oconee County Council Chambers 415 S. Pine Street, Walhalla to receive legal advice and discuss contractual matter related to the acceptance of roads and related issues for the Pointe West Development Project and for the following Resolution:

STATE OF SOUTH CAROLINA OCONEE COUNTY RESOLUTION 2022-08

A RESOLUTION ACKNOWLEDGING THE ACCEPTANCE OF TITLE IN AND TO CERTAIN ROADS LOCATED IN OCONEE COUNTY, SOUTH CAROLINA AND ACKNOWLEDGING ACCEPTANCE OF SUCH ROADS INTO THE OCONEE COUNTY ROAD SYSTEM; AUTHORIZING ACCEPTANCE OF TITLE IN AND TO CERTAIN PUBLIC IMPROVEMENTS CONSTRUCTED IN THE COUNTY; AUTHORIZING THE EXECUTION AND DELIVERY OF AN EASEMENT AND MAINTENANCE AGREEMENT AND RELATED COVENANTS; AND OTHER MATTERS THERETO.

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