

Exhibit A

Seneca City Council Meeting
January 12, 2021
Page one of three

The Seneca City Council held a Council Meeting on Tuesday, January 12, 2021, at 6:00 pm in the Seneca City Hall Council Chambers. Members present: Mayor Daniel Alexander; Mayor Pro Tem Ronnie O'Kelley (left at 6:50 pm), Al Gaines, Denise Rozman, Joel Ward, Dana Moore, Scott Durham, and WC Honeycutt. Absent: Stuart Pohl.

Also present were: Scott Moulder, City Administrator; Bo Bowman, City Attorney; Danny Singleton, Municipal Judge (left at 6:11 pm); Casey Bowling, Police Chief (left at 6:11 pm); Richie Caudill, Fire Chief; Debbie Williams, Executive Administrative Assistant; Carol Hall, Clerk; and other interested citizens. The press and public were notified of the meeting in advance as required by law.

Meeting to
Order

Mayor Alexander called the meeting to order. Mr. Honeycutt gave the invocation and Mrs. Rozman led the pledge of allegiance.

Swearing-in
Ceremony

Mayor Alexander opened the meeting by welcoming the family and friends of Chief Bowling to the Swearing-in Ceremony. Judge Danny Singleton administered the oath. After the ceremony, a reception was held for Chief Bowling's guests.

Proclamation
Jeff Bright

Mayor Alexander presented Jeff Bright with a proclamation for his commitment to the City of Seneca and its citizens by sharing his talents and broadcasting expertise on Facebook Live and his radio broadcasting of city events. A short video was presented.

Proclamation
Jonathan
Edwards

Mayor Alexander presented Jonathan Edwards with a proclamation for his dedication to the promotion, marketing, and advertising of the City of Seneca events through his outstanding and cutting-edge drone production services. A short video was presented.

DEI Task
Force

Mayor Alexander recognized Mr. Moulder who introduced Dr. Ivy Ellerby and Mrs. Karla Gomez of the Diversity, Equity, Inclusion Task Force. The task force had its first meeting on October 20th and has had subsequent meetings since that date. The two presented an update to City Council on the group's activities so far. A copy of that update and their recommendations are attached to these minutes as Exhibit A.

Approval of
Previous
Meeting
Minutes

Motion by Mr. Durham to approve the City of Seneca meeting minutes dated December 8, 2020, exhibit A.

Seconded by Mr. Honeycutt

The motion passed by unanimous vote (7)

Pay City's
Bills

Motion by Mr. Moore to pay the city's bills

Seconded by Mr. Durham

The motion passed by unanimous vote (7)

Mayor Alexander asked if there were any questions or comments from the press or public. There were no public comments.

Residences of
Park Place
Memorandum
of Agreement

Motion by Mr. Ward to approve the Memorandum of Agreement between Residences of Park Place and the City of Seneca for emergency transit services and allow the Mayor or City Administrator to sign upon review by city attorney.

Mayor asked council for a motion on the floor and a second, pending an update from Mr. Moulder.

Seconded by Mr. Moore

Mayor Alexander requested Mr. Moulder to give council more information concerning the Memorandum of Agreement. Mr. Moulder explained that when you have an emergency that requires evacuation, nursing homes are required to have an evacuation plan in which they can provide transportation for the residents to be able to get out of the facility. The city has had an agreement in place for the past number of years wherein we will utilize the CATbus system to provide transportation of those residents as needed.

They are required to provide staff to remain with the residents and provide guidance for them. There are a number of requirements that nursing homes must have in place when going through an emergency.

The City has had an agreement in place with Park Place for several years. It is a little dated and the City has been signing the original document for the past several years. He explained that DHEC requires Residence of Park Place to have an evacuation plan in place for transportation of their residents in an emergency. Mr. Moulder said an amended and updated version of the agreement should be drawn up. That revised document is not completed yet, and that is why Council is being asked to approve the updated document pending Mr. Bowman's review and input and to continue the relationship with Residences of Park Place.

The motion passed by unanimous vote (7)

Executive
Session
(6:54pm –
7:09pm)

Motion by Mr. Durham to go into an executive session to discuss a personnel matter concerning board appointments to the Zoning Board of Appeals and the Seneca Planning Commission, and a legal matter concerning the City Attorney Legal Services; and, to include Mayor, Council, and City Attorney (personnel matter).

Seconded by Mr. Moore

The motion passed by unanimous vote (7)

Council returned to regular meeting with the following motion.

Mr. John
Gillespie
appointed to
SPC

Motion by Mr. Moore to reappoint Mr. John Gillespie to the Seneca Planning Commission from his current position on the Zoning Board of Appeals.

Seconded by Mr. Ward

The motion passed by unanimous vote (7)

Seneca City Council Meeting
January 12, 2021
Page three of three

Adjourn

Mayor Alexander called the meeting adjourned at 7:11pm.

Daniel W. Alexander, Mayor

Carol Hall, Clerk

Good evening, to Mayor Alexander, Mayor *Pro tem* Ronnie O'Kelley, members of the Seneca City Council, and Mr. Moulder. Again, I am Ivy Ellerby and she is Karla Gomez.

We are here tonight representing the Seneca City Diversity, Equity, and Inclusion Task Force to bring you an update on our activities so far.

To Recap:

The **Diversity, Equity, and Inclusion Task Force** (DEI) was created to serve as a "Think Tank" to bridge communication between our ethnic minority communities and our greater community and to promote a better understanding and appreciation of our similarities and differences. As part of our purpose, The D.E.I. Task Force will submit proposals and recommendations to our city leaders for your consideration that will:

- proactively develop initiatives for all communities,
- look at accountability measures that are intentionally inclusive of our marginalized communities and,
- positively effect short- and long-term equitable improvements and sustainability the quality of life for our entire Seneca family.

We are committed to leave no stones unturned through open and honest dialogue with each other, within our communities and with you; and to assist our city leaders in addressing the "tough" or sometimes "uncomfortable" conversations when necessary.

We held our first meeting, via Zoom, on October 20, 2020. We introduced ourselves to each other. Because of the restrictions being urged of all South Carolinians by our Governor's Executive Order, and because of the disproportionate impact of Covid deaths among people of color, we decided that our plans should be designed to begin in June 2021, in anticipation of the current pandemic situation being improved. We are proposing and planning three annual events to be held in downtown Seneca beginning this year:

1. Juneteenth Celebration.

Juneteenth is the oldest internationally celebrated commemoration of the ending of chattel slavery in the United States. Dating back to 1865, it was on June 19th, over 2 years after the Emancipation Proclamation, that enslaved people in Galveston Texas received the news that they had been freed. This commemorative holiday, also known as Freedom Day, is celebrated as the first day that all Americans became free.

Overview of Juneteenth Celebration:

- **Saturday, June 19, 2021 on Main Street and Norton-Thompson Park**
- 11 am - 9 pm
- Contests (sweet tea, sweet potato pie, oratorial, chalk art and more)
- Entertainment (music, face painting, youth activities, fashion show, art show, Black Greek step show, and more)
- Cultural Food and cultural craft vendors
- Education and Cultural Exchange (flyers, handouts, lectures, etc)

2. Youth Day Celebrations

Overview of Youth Day Celebrations:

- Kick-off: Fall of 2021
- Age-level Youth events throughout the year in Downtown Seneca, including Norton Thompson Park
 - K-5, Middle School, High School
 - Movie Nights
 - Youth Civic Engagement (shadowing, for example)
 - Cooking and Art demonstrations and workshops
- Annual Youth Festival (music, youth entertainment, activities)
- Sports tournaments including basketball, street soccer, and others
- Competitive Bake Sales
- Youth parade (youth floats, pep rallies, and more)
- Dance and singing competitions

3. Hispanic Heritage Month

Hispanic Heritage Month takes place between September 15-October 15 each year. It pays tribute to the generations of Hispanic Americans that have positively enriched our nation and society. September 15 was chosen because it is the anniversary of independence of 5 Hispanic countries.

Overview of Hispanic Heritage Month Celebration

- Late September/Early October - Saturday is dependent upon Clemson Football home games
- Tamaliza bake-off
- Live music
- Food trucks and fruit stands
- Craft vendors
- Education and Cultural Exchange (flyers, handouts, lectures, etc)
- Face painting
- Pinatas
- Food demonstrations, crafting demonstrations
- Workshops
- Dance lessons
- And more...

CONCLUSION:

We recognize that in order to address many of the systemic issues in our city requires more than events and cultural celebrations. Although we have had only three meetings to date, the D.E.I. Task Force has begun examining and recommending steps moving forward to address these issues.

- **Communication -**
 - city-wide written communication be offered in both English and Spanish.
 - Hosting listening forums (electronic and in person) between community members and Task Force.
- **New Business Start-up -** simplification the city's current process to be more user-friendly for potential new business owners.

And moving forward we have identified other areas where we will be working on that include:

- Business Development for minorities
- Diversity in employment and recruitment within the city
- Recreational opportunities for all age groups
- More Arts and Culture opportunities (in partnership with the Seneca City Museums)

Thank you for having the vision and strength to assemble this Diversity, Equity, and Inclusion Task Force. We look forward to being a part of the process that makes Seneca continue its improvements toward becoming a model micropolitan city for all of our citizens.

The Seneca Planning Commission met on Monday, January 25th, 2021 at 6:00 p.m. in the Council Chambers at City of Seneca. Members present included Mr. Barry Duvall, Chair, Mr. Keith Hart, Vice Chair, Mr. Ted Durham Jr., Mr. John Gillespie and Mr. Drew Merck. Also present, Mr. Edward Halbig, Director, and Mrs. Tammy Winchester, Administrative Assistant and other interested persons listed in minute book. The press and public were duly notified as required by law. Mr. Matt Durham was absent.

OPENING

Mr. Duvall opened the meeting and asked for a moment of silence for Mr. James Mazyck who passed away in October of 2020.

Mr. Duvall also welcomed John Gillespie to the Seneca Planning Commission, and he welcomed Tammy Winchester to the city planning staff.

**MOTION-
MINUTES**

Motion made by Mr. Merck to approve minutes as submitted.

SECOND made by Mr. Durham Jr.

AYE Mr. Hart, Mr. Durham Jr., Mr. Duvall, Mr. Gillespie and Mr. Merck.

NAY none

**DOCKET #1
AN 2021-01 and
ZA 2021-01**

Mr. Halbig read the application: AN 2021-01 and ZA 2021-01

Mr. Duvall read the public hearing procedures.

Mr. Halbig read staff report regarding 306 Bypass 123, lot C, and the intent of the applicant to annex the property into the city with a zoning designation of HC.

Mr. Duvall asked if there was anyone who would like to speak in favor of application. The applicant Richard Browne explained the reason for the application.

Mr. Duvall asked if there was anyone to speak in opposition of application; there were none.

Mr. Duvall called for a motion to discuss.

**MOTION: To
Discuss**

MOTION made by Mr. Hart to discuss.

SECOND made by Mr. Durham Jr.

AYE Mr. Hart, Mr. Durham Jr., Mr. Duvall, Mr. Gillespie and Mr. Merck.

NAY none

Mr. Hart stated he had no issue with application.

Mr. Duvall agreed.

**MOTION-
AN 2021-01**

MOTION made by Mr. Merck to accept application AN 2021-01

SECOND made by Mr. Durham Jr.

AYE Mr. Hart, Mr. Durham Jr., Mr. Duvall, Mr. Gillespie and Mr. Merck.

NAY none

SENECA PLANNING COMMISSION

January 25, 2021

MOTION
ZA 2021-01

MOTION made by Mr. Hart to assign zoning of the property as HC- Highway Commercial.
SECOND made by Mr. Durham Jr.
AYE Mr. Hart, Mr. Durham Jr., Mr. Duvall, Mr. Gillespie and Mr. Merck.
NAY none

Old Business

Mr. Duvall asked if there was any old business to discuss.

There being none.

New Business

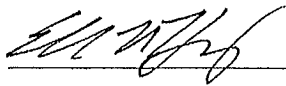
Mr. Duvall asked if there was any new business to discuss.

There being none.

Adjourn

Meeting adjourned at 6:14 p.m.

Edward Halbig, Director
Planning & Development



CITY OF SENECA

ORDINANCE NO. 2021-01

AN ORDINANCE TO ANNEX PROPERTY INTO THE CORPORATE LIMITS
OF THE CITY OF SENECA

City Council of the City of Seneca has received a Petition in due form for the annexation into the City the property as hereinbelow described:

Pursuant to Section 5-3-150 of the Code of Laws of South Carolina, 1976, Council has determined that said Petition signees represent 75 percent of the property owners and have submitted Petition in proper form; and

The property sought to be annexed is contiguous to the present City Limits

NOW THEREFORE BE IT ORDAINED:

1. that the real property to be annexed is described as follows:

All that certain piece, parcel or lot of land situate, lying and being in the state of South Carolina, County of Oconee, having the following metes and bounds to-wit:

Commencing at the intersection of the north Right of Way line of US Highway 123 and the center line of Old Salem Road thence West along the north ROW line a distance of 1,040 feet; thence N29d08'29"W a distance of 164.93 feet; thence N29d09'06"W a distance of 67.91 feet; thence n77d13'53"W a distance of 32.91 feet to the Point of Beginning; thence S56d48'06"E a distance of 167.41 feet; thence N51d33'12"W a distance of 199.98 feet; thence N58d14'52"E a distance of 135.90 feet; thence S63d46'33"E a distance of 216.96 feet; thence S58d18'00"W a distance of 15.84 feet to the Point of Beginning, containing approximately 0.685 acres.

AND ALSO

This annexation to include all abutting and adjacent Rights-of-Way.

1. The above described property is hereby annexed and incorporated into the corporate limits of the City of Seneca pursuant to Section 5-3-150, Code of Laws of South Carolina, 1976, as amended.
2. This Ordinance shall take effect upon second reading hereof.

PROPOSED ORDINANCE APPROVED AS TO FORM this ____ day of _____, 2021

R. Boatner Bowman, City Attorney

APPROVED AND RATIFIED on First Reading this 9th day of February 2021 by a vote of

_____ YES _____ NO _____ ABSTAIN

APPROVED, RATIFIED and ADOPTED on Second and Final Reading this _____ day of
_____ 2021 by a vote of

_____ YES _____ NO _____ ABSTAIN

_____, Clerk

Attest:

_____, Mayor

CITY OF SENECA

ORDINANCE NO. 2021-02

AN ORDINANCE TO AMMEND THE OFFICIAL ZONING ORDINANCE
OF THE CITY OF SENECA

WHEREAS, that certain property located at 306 Bypass 123 lot C and denoted by Tax Map # 209-00-01-023, as shown on a plat of survey attached herein as Exhibit "A", and:

WHEREAS, pursuant to application, said property is requested to be zoned HC.

BE IT ENACTED BY THE governing Body of the City Of Seneca and Council duly assembled, and by the authority of same that the Official Zoning Ordinance of the City Of Seneca is herein amended to zone property located at 306 Bypass 123 lot C and denoted by Tax Map # 209-00-01-023, as shown on plat of survey attached herein as Exhibit "A" to HC.

DONE AND DULY ORDAINED BY THE municipal Council of the City Of Seneca, in Council duly assembled on the date hereinafter set forth.

PROPOSED ORDINANCE APPROVED AS TO FORM this _____ day of _____ 2021.

R. Boatner Bowman, City Attorney

APPROVED AND RATIFIED on First Reading this _____ day of _____ 2021 by a vote of

_____ YES _____ NO _____ ABSTAIN

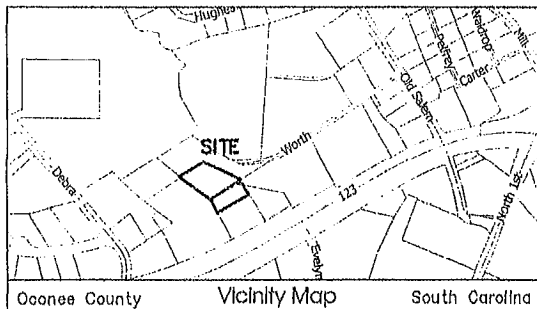
APPROVED, RATIFIED and ADOPTED on Second and Final Reading this _____ day of _____ 2021 by a vote of

_____ YES _____ NO _____ ABSTAIN

_____, Clerk

Attest:

_____, Mayor



PIONEER SURVEYING

PioneerLandSurvey@gmail.com
PioneerLandServices.com
908 Freeman Road
Liberty S.C. 29657
(864) 231-6820

Map # 21005
Field Crew NS, WM
Drawn By SG, NS



LINE	BEARING	DISTANCE
L1	S58°18'00"W	15.84'
L2	S77°13'53"E	32.81'

Legend	
(Now)	(Found)
○	● 1/2" Rod/Rebar
□	■ Mag Nail
△	▲ Computed Point
	⊗ Water Meter
	⊙ Utility Pole



TMS# 209-00-01-015
Francisco, Antonio,
Burrell, Frances L.
Deed 2514 pg. 110
Plat B-697 pg. 8

TMS# 520-13-01-011
298 Bypass 123, LLC
Deed 2221 pg. 187
Plat B-568 pg. 5

TMS# 520-13-01-004
Sadd Resources, LLC
Deed 1012 pg. 63

TMS# 520-13-01-003
Shadwick, Jack V.
Deed 1558 pg. 100
Plat P-64 pg. 114

TMS# 520-13-01-002
Oconee Lanes, Inc
Deed 10-D pg. 260
Plat A-143 pg. 7

Lot C
0.685 Ac.
(29,841 Sq. Ft.)

Lot B
0.360 Ac.
(15,663 Sq. Ft.)

NOTES:
- TMS# 209-00-01-023/520-13-01-019
- Reference Deed 1396 pg. 71
- Reference Plat P-64 pg. 114
- Physical Address: 306 By Pass 123 #B/#C
- North Reference: SC GPS Grid 3900
- Except as specifically stated or shown on this plat, this survey does not purport to reflect any of the following which may be applicable to the subject property: easements, other than possible easements that were visible at the time of making of this survey; building setback lines; restrictive covenants; subdivision restrictions; zoning or other land-use regulations; and any other facts that an accurate and current title search may disclose.

EXEMPTION FROM REVIEW PROCESS
This plat is a RESURVEY of an existing lot of record.

William C. Hutchins, PLS SC#29117

"I hereby state that to the best of my knowledge, information, and belief, the survey shown hereon was made in accordance with the requirements of the Minimum Standards Manual for the Practice of Land Surveying in South Carolina, and meets or exceeds the requirements for a Class A survey as specified therein; also there are no visible encroachments or projections other than shown."

William C. Hutchins P.L.S. No.29117

US 123 R/W Varies

Survey and Certification For

R. R. Construction & Development, LLC

Date: December 11, 2020

CITY OF SENECA

ORDINANCE NO. 2021-03

AN ORDINANCE TO APPROVE AN
INTERGOVERNMENTAL TRANSFER
AGREEMENT AND AN EASEMENT
AGREEMENT BETWEEN THE
CITY OF SENECA, SOUTH CAROLINA AND
OCONEE COUNTY, SOUTH CAROLINA

WHEREAS, the City of Seneca, South Carolina, ("City") is a body politic and corporate and a municipal corporation organized under the laws of the State of South Carolina; and

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

WHEREAS, S.C. Code Ann. § 5-7-40 authorizes the City of Seneca to own real property within and outside of its corporate limits and further authorizes the City of Seneca to sell, convey, lease, or otherwise dispose of real property upon such terms and conditions as council deems advisable; and

WHEREAS, Section 4-9-30 of the South Carolina Code of Laws authorizes Oconee County to acquire interests in real and personal property; and

WHEREAS, the City of Seneca is the owner of real property consisting of approximately 88 +/- acres ("Property") as more fully described in the Intergovernmental Transfer Agreement ("Agreement") and its accompanying documents, which are attached as Exhibit A-1 hereto; and

WHEREAS, the City of Seneca is the owner of real property ("Easement Property") as more fully described in the Easement Agreement and its accompanying documents, which are attached as Exhibit A-2 hereto; and

WHEREAS, the City of Seneca desires to transfer its ownership interests in the Property to Oconee County, and Oconee County desires to accept ownership of the Property, all subject to the covenants, terms, and conditions set forth in the Agreement; and

WHEREAS, the City of Seneca desires to grant easement rights, for the purposes of a methane gas monitoring well, in the Easement Property to Oconee County, and Oconee County desires to accept the grant of easement rights, subject to the covenants, terms, and conditions set forth in the Easement Agreement; and

WHEREAS, City Council has determined that it is in the interests of the citizens and the City of Seneca to enter into the Agreement with Oconee County and transfer its ownership interest in the Property to Oconee County; and

WHEREAS, City Council has further determined that it is in the interests of the citizens and the City of Seneca to enter into the Easement Agreement with Oconee County and grant easement rights in the Easement Property to Oconee County.

NOW, THEREFORE, upon motion of City Council, and BY SENECA CITY COUNCIL, in Council duly assembled, and with a quorum present and voting, BE IT ORDAINED:

Section 1: *Agreements*. City Council hereby approves the transfer of the City of Seneca's ownership interests in the Property to Oconee County. City Council further approves the grant of easement rights in the Easement Property to Oconee County. City Council authorizes the proposed Agreement and Easement Agreement between the City of Seneca and Oconee County in substantially the same form as those which are attached as Exhibits A-1 and A-2 hereto. City Council further authorizes the Mayor or City Administrator of the City of Seneca to execute the agreements, as well as such other documents incidental thereto as may be necessary to achieve the purposes of the agreements, on behalf of the City.

Section 2: *Minor Modifications Allowed*: The City Administrator, in consultation with the City Attorney, may make or accept minor modifications to the wording and designations of the Agreement and Easement Agreement, and the exhibits thereto, as may be necessary or appropriate, provided there is no compromise of the substantive purposes of this Council action. Should the City Administrator or City Attorney, or both, determine that any modification of previously negotiated terms is significant and warrants further action by City Council, then the matter shall be presented to Council for further review before the final execution.

THIS ORDINANCE SHALL BE EFFECTIVE IMMEDIATELY UPON FINAL READING.

PROPOSED ORDINANCE APPROVED AS TO FORM this ____ day of _____, 2021.

R. BOATNER BOWMAN, City Attorney

APPROVED AND RATIFIED on First Reading this ____ day of _____, 2021 by a vote of

____ YES _____ NO _____ ABSTAIN

APPROVED, RATIFIED and ADOPTED on Second and Final Reading this ____ day of _____, 2021 by a vote of

_____ YES _____ NO _____ ABSTAIN

_____, Clerk

Attest:

_____, Mayor

STATE OF SOUTH CAROLINA) INTERGOVERNMENTAL
)
) TRANSFER AGREEMENT
COUNTY OF OCONEE)

¹ The Lease was effectively extended by that certain Continued Operation and Use Agreement, effective as of July 1, 2020.

and improvements located on the Property; and, any licenses, permits, authorizations, consents, waivers, and approvals pertaining to the Property.

3. Purchase Price. The purchase price for the Property shall be the sum of Ten and 00/100 (\$10.00) Dollars, to be paid at the time of the closing of this transaction, as hereinafter provided.
4. Conveyance by General Warranty Deed. City shall transfer the Property by means of a general warranty deed, conveying fee simple title to the Property free and clear of all liens and encumbrances, except for such matters as are acceptable to County.
5. Inspection Period. County shall have until 5:00 o'clock p.m. (Eastern Time Zone) on the day which is ninety (90) days after the Effective Date of this Agreement (the "Inspection Period") to make whatever investigations or inspections, including as to matters of title, and to conduct whatever activities it determines necessary with regard to the Property and the transaction contemplated by this Agreement. County shall have reasonable access to Property for purposes of same. County may, at its sole discretion and for any reason or no reason, after such investigations, inspections, and activities, terminate this Agreement provided that County provides written notice of such termination to City prior to expiration of the Inspection Period. In the event County so terminates this Agreement, the Parties shall have no further obligation to one another except for any applicable obligations that expressly, or as implied by their terms, survive termination or expiration of this Agreement.
6. Closing Costs. Except as otherwise expressly provided herein, City shall pay all charges and costs of closing customarily paid by sellers in the State of South Carolina, and County shall pay, on the date of closing, the cost of a title commitment and related policy premium, if any, all recording costs, and the cost of any inspections, and other charges and costs of closing customarily paid by purchasers in the State of South Carolina. Each Party shall pay its own attorneys' fees.
7. Proration of Taxes. Ad valorem property taxes shall be prorated between the Parties as of the date of closing. City represents that all ad valorem real property taxes, to the extent levied, except for taxes not yet due and payable, have been paid in full.
8. Closing. This transaction shall close on a date agreeable to the Parties but not later than 5:00 p.m. (Eastern Time Zone) on a date which is ninety (90) days after the Effective Date.
9. City's Deliverables. City shall, to the extent the same have not previously been provided, provide to County, no later than fifteen (15) days after the Effective Date, the latest copies of any currently existing (a) surveys, (b) environmental reports, (c) Property condition reports, and (d) any other pertinent documents within City's possession.
10. Possession. Possession of the Property shall be delivered to County at closing.

11. City's Representations and Warranties. City represents and warrants to County as follows:

- a. Status. It is a body politic and corporate and a political subdivision of the State of South Carolina.
- b. Authority. This Agreement constitutes a legal, valid, and binding obligation of City and is enforceable against City in accordance with its terms. The execution and delivery of this Agreement, and City's performance under this Agreement, are within City's powers and have been duly authorized. Any person executing this Agreement on behalf of City has the authority so to act.
- c. Third parties. No consent, approval, or authorization of any third party is required in connection with the valid execution of this Agreement or to permit the consummation of the transaction contemplated hereby, and the execution, delivery and performance of this Agreement by City will not result in a breach of, or constitute a default under, any instrument or agreement to which City is bound.
- d. Litigation. There is no claim, action, suit, or proceeding pending, or, to the knowledge of City, threatened, before any court, arbitrator, or administrative governmental body which could adversely affect any action taken or to be taken by City pursuant to this Agreement, or which could adversely affect City's ability to consummate the transactions contemplated by this Agreement.
- e. Contracts. Other than this Agreement, there are no existing contracts for the sale, exchange, or transfer of the Property or any portion thereof.
- f. Condemnation. To the best of City's knowledge, there are no pending condemnation proceedings affecting all or any part of the Property, and to the best of City's knowledge, no such proceedings are contemplated or have been threatened.
- g. Zoning/Violations. To the best of City's knowledge, there is not now pending nor is there any proposed or threatened proceeding for the rezoning of the Property or any portion thereof. City has no knowledge of nor has it received any written notice from any governmental or other authority, that any zoning, subdivision, environmental, hazardous waste, building code, health, fire, safety or other law, order, ordinance, or regulation is violated by the continued maintenance, operation, or use of the Property, including, without limitation, any improvements located thereon.
- h. Cooperation. City will cooperate fully with County in gathering information for and preparing and filing all notices, applications, reports, and other documents which are required by any law, rule, regulation, or order in connection with County's intended use of the Property.
- i. Further Assurances. Following closing, City shall execute and deliver such additional documents, instruments, conveyances, and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

The foregoing representations and warranties shall be true and correct in all respects as of the date of closing.

12. County's Representations and Warranties. County represents and warrants to City as

follows:

- a. Status. It is a body politic and corporate and a political subdivision of the State of South Carolina.
- b. Authority. This Agreement constitutes a legal, valid, and binding obligation of County and is enforceable against County in accordance with its terms. The execution and delivery of this Agreement, and County's performance under this Agreement, are within County's powers and have been duly authorized. Any person executing this Agreement on behalf of County has the authority so to act.
- c. Third parties. No consent, approval, or authorization of any third party is required in connection with the valid execution of this Agreement or to permit the consummation of the transaction contemplated hereby, and the execution, delivery and performance of this Agreement by County will not result in a breach of, or constitute a default under, any instrument or agreement to which County is bound.
- d. Litigation. There is no claim, action, suit, or proceeding pending, or, to the knowledge of County, threatened, before any court, arbitrator, or administrative governmental body which could adversely affect any action taken or to be taken by County pursuant to this Agreement, or which could adversely affect County's ability to consummate the transactions contemplated by this Agreement.
- e. Cooperation. County will cooperate fully with City in gathering information for and preparing and filing all notices, applications, reports, and other documents which are required by any law, rule, regulation, or order in connection with City's transfer of Property to County.

The foregoing representations and warranties shall be true and correct in all respects as of the date of closing.

13. Realtor / Broker. City and County each represent and warrant that they have not employed or in any way contracted with a realtor for the sale of the Property and have no knowledge of any co-broker agreements for this transaction.
14. Breach / Remedies. In the event of a material breach of this Agreement, the non-breaching Party may pursue any remedy available to it at law or in equity.
15. Use. County intends to use the Property as a solid waste disposal facility ("Facility"), consistent with local, state, and federal law. During such times as County continues to operate the Facility, City shall be permitted to dispose of solid waste without charge or cost to City. County shall only be obliged to accept solid waste from City at no charge to the extent City's disposal is consistent with the nature of the Facility's operations at the time of disposal.
16. Liability. Neither Party assumes any liability, debt, or obligation resulting from any act or omission of the other Party in relation to the Property, or the use thereof, occurring either before the Lease, during the Lease, or after the transfer of the Property as contemplated herein.
17. Relationship of the Parties. Nothing herein shall be construed to create a joint venture or

partnership between the Parties or an employer/employee or agency relationship. Neither Party shall have any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other Party or to bind the other Party to any contract, agreement, or undertaking with any third party.

18. Invalid Provision. The invalidity of any provision of this Agreement shall not impair the validity of any other provision. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, that provision will be deemed severable, and the Agreement may be enforced with that provision severed or as modified by the court.
19. Notices. All notices or communications required or permitted to be given hereunder shall be deemed given when sent by facsimile with confirmed receipt, or by electronic transmission upon confirmation of receipt, or when personally delivered, or on the third succeeding business day after being mailed by registered or certified mail, return receipt requested, to the appropriate Party at its address set forth below, or at such other address as shall be specified by notice given hereunder. Rejection of a notice, or other refusal to accept a notice, or inability to deliver a notice because of changed address, facsimile number, or e-mail address of which no notice was given, shall be deemed receipt of such notice.

As to City:

City of Seneca, South Carolina
Attention: City Administrator
221 East North First Street
Seneca, South Carolina 29679
Fax:
Email: smoulder@seneca.sc.us

As to County:

Oconee County, South Carolina
Attention: County Administrator
415 S. Pine Street
Walhalla, South Carolina 29691
Fax: 864.638.4246
Email: abrock@oconeesc.com

20. Business days. In the event any date for either City or County to perform any act or provide notice falls on a Saturday, Sunday, or federally recognized holiday, then the date to perform such action or give notice shall be extended to the first day following such date which is not a Saturday, Sunday, or holiday.
21. Force Majeure. If a Party is delayed at any time in the performance of a duty or obligation contained in this Agreement due to extraordinary weather conditions, flooding, tornados, hurricanes (or the threat of a hurricane that requires evacuation), fire, or other unavoidable

casualties, earthquakes, riots, acts of terrorism, a state of emergency, or other events or conditions beyond the reasonable control of the Party (a "Force Majeure Event"), which reasonably justifies the delay and which, in fact, delays such Party in discharging its obligations hereunder, then the respective time period shall be extended for such reasonable period of time equal to the delay caused by the Force Majeure Event.

22. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties.
23. Entire Agreement. This Agreement represents the entire understanding of the Parties with respect to the subject matter hereof and merges all prior negotiations and agreements concerning the purchase and sale of the Property. All amendments hereto must be in writing and signed by all Parties.
24. Counterparts. This Agreement may be executed in multiple original, photocopied, telecopied, or electronic counterparts, each of which will be deemed an original, and it is understood and agreed that this Agreement shall be binding upon the Parties upon completion of execution by both Parties and delivery of fully executed counterparts to each.
25. Governing Law. This Agreement shall be governed, construed and interpreted pursuant to the laws of the State of South Carolina.
26. Time of Essence. Time is of the essence in the performance of the Parties' obligations herein.
27. Amendment and Modification. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party hereto.

Signatures on Following Page

IN WITNESS WHEREOF, the undersigned City and County have executed this Agreement.

City of Seneca, South Carolina

By: _____

Name: _____

Title: _____

Witness

Oconee County, South Carolina

By: _____

Name: _____

Title: _____

Witness

EXHIBIT A

[see attached]

EXHIBIT B

[see attached]

CITY OF SOUTH CAROLINA)
)
 CITY OF OCONEE)

L E A S E

THIS AGREEMENT made and entered into this 1st day of July, 1990, by and between the CITY OF SENECA, hereinafter referred to as the Lessor, and OCONEE COUNTY, hereinafter referred to as the Lessee,

WITNESSETH:

I

For and in consideration of the annual rental of ONE AND NO/100 (\$1.00) DOLLAR per year and the mutual promises and covenants herein contained, the Lessor does hereby agree to lease and demise to the Lessee, and the Lessee agrees to rent from the Lessor for a term of thirty (30) years, that is, beginning on the 1st day of July, 1990, and ending on the 30th day of June, 2020, the within described premises, for the uses and specific purposes and under the terms and conditions hereinafter provided, to wit:

All that certain piece, parcel or tract of land lying and being situate in the State of South Carolina, County of Oconee, in the Seneca School District containing fifty (50) acres, more or less, and being all that portion of the property of the Lessor situate in the Hardyville Community used by the Lessor and designated by it as a solid waste disposal area.

II

The Lessee, Oconee County, as additional consideration for the Lease and demise of the within described premises, hereby covenants and agrees with Lessor, City of Seneca, as follows, to

wit: Recorded this 30 day of Sept, A.D., 19 91
 Vol. 669 Page 26 and certified

Sallie C. Smith

C.C.O.P.G.S.

Oconee County, S.C.

FILED FOR RECORD
 OCONEE COUNTY
 S.C.
 SEP 30 3 42 PM '91
 CLERK OF COURT

) That during the continuance of the term herein created, Lessee shall be in charge and control of the premises and shall employ the same solely for an area to dispose of solid waste according and subject to the regulations of the South Carolina State Board of Health, the South Carolina Board of Pollution Control and any other Federal or State regulatory agencies regulating such facilities.

(2) That the Lessee will employ a sanitary land-fill method of disposal of solid waste materials collected by the Lessee, brought on the premises by residents of Oconee County and/or by the City of Seneca or its designated assignee or assignees. Notwithstanding any regulations or rules adopted by the Lessee or any agency thereof concerning the disposal of solid waste materials on the premises, the Lessee agrees to take, receive and dispose of solid waste material from the City of Seneca or its designated assignee without charge or cost to the City or such assignee.

(3) The Lessee agrees, at its own expense, to provide the necessary labor, equipment and supplies to operate a sanitary land-fill within the rules and regulations as are now promulgated or as may be promulgated during the continuance of these presents by all interested and appropriate state and federal regulatory agencies. The failure of the Lessee to properly operate and maintain the premises under the rules and regulations of any such agencies and in a satisfactory manner to the representatives thereof shall constitute a breach of the terms and conditions of

this Lease and shall give the City the right and option to cancel the same upon failure of the Lessee to correct such deficiencies within twenty (20) days after receipt of notice thereof from the City or an appropriate regulatory agency.

(4) The Lessee agrees further that the sanitary land-fill procedures recommended by State and Federal agencies to enable the prolonged use and full enjoyment of the premises as a sanitary land-fill will be observed, and further the Lessee agrees to erect such necessary fences and other control devices to regulate the use of such facilities by the general public or by private waste collectors so as to prevent the premises from becoming a public or a private nuisance.

(5) The Lessee agrees to present to the City a restoration plan six (6) months prior to the termination or close-out of the land-fill operation whichever occurs first. The County agrees to implement and successfully complete implementation of the plan as submitted by the County and approved by the City prior to the County removing such equipment necessary to perform the operations. The Lessee agrees to comply with the rules and regulations of the South Carolina State Board of Health and South Carolina Soil Conservation Agency in regards to their requirements as it relates to the closing out of a sanitary land-fill operations.

(6) The Lessee agrees to save harmless and protect the City of Seneca from any and all claims arising out of the use of the premises as a sanitary land-fill by the Lessee, including but not

limited to claims for damage to persons or property, or actions based upon the theory of public or private nuisances.

III

The Lessor, City of Seneca, for itself, its successors and assigns, hereby agrees with the Lessee as follows, to wit:

(1) To allow the Lessee to promulgate rules and regulations concerning the operation of a sanitary land-fill upon the premises, regulating its use by the general public and by private contractors, PROVIDED HOWEVER, that in no event shall any charge be made by Lessee to the City of Seneca or its assignees for the use of the premises.

(2) That it will notify the Lessee of any breach of the terms of this Agreement and will allow the Lessee twenty (20) days in which to correct such breach prior to retaking the premises under the terms hereof.

(3) That it will allow the Lessee, upon termination or expiration of this Lease, to remove any of the Lessee's equipment therefrom, PROVIDED NEVERTHELESS, that upon surrender of the premises by the Lessee, the same be left in a good and orderly condition and manner, and all necessary waste disposal to the time of surrender thereof shall have been accomplished and completed within the rules and regulations of the South Carolina State Board of Health or other regulatory agencies.

(4) That during the term of this Lease, Lessor hereby transfers, gives, conveys and assigns to Lessee all right, title and interest which it presently has or may hereafter acquire in

or to the landfill gas presently located or which may hereafter be located in or on the premises and specifically grants unto the Lessee the right to mine, produce and process or cause to be mined, produced and processed any and all landfill gas in or on the premises and to solely receive all rent and royalties accruing therefrom.

IV

(1) All parties agree that the use of this property by the County is not transferrable to any other government agency or private individuals during the term of this agreement without the consent of the governing body for the City of Seneca except, however, County may sublease the property for exploration, mining and processing of landfill gas to Cargan Resources, Inc. and/or other corporations engaged in the exploration, mining, production and processing of same.

TO ALL OF WHICH, the parties have heretofore agreed, and in witness whereof, have hereunto placed their hands and affixed their seals, by their officers and agents authorized to do so, this day and date first above written.

Signed, Sealed and Delivered
in the Presence of:

Sammy D. Stisnt
H. Denny Martin
Jewell + McJunkin

CITY OF SENECA, Lessor (SEAL)

BY: [Signature]
MAYOR

ATTEST: Walter R. Smith
CLERK

OCONEE COUNTY, Lessee (SEAL)

BY: [Signature]
SUPERVISOR-CHAIRMAN, OCONEE
COUNTY

Opal O. Green
Ally C. Brown

STATE OF SOUTH CAROLINA)
)
 COUNTY OF OCONEE)

Personally appeared before me the undersigned witness and made oath that (s)he saw the within named City of Seneca by its Mayor and Clerk sign, seal and as its act and deed, deliver the within written instrument for the uses and purposes mentioned therein, and that (s)he with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me this 25th
 day of September, 1991.

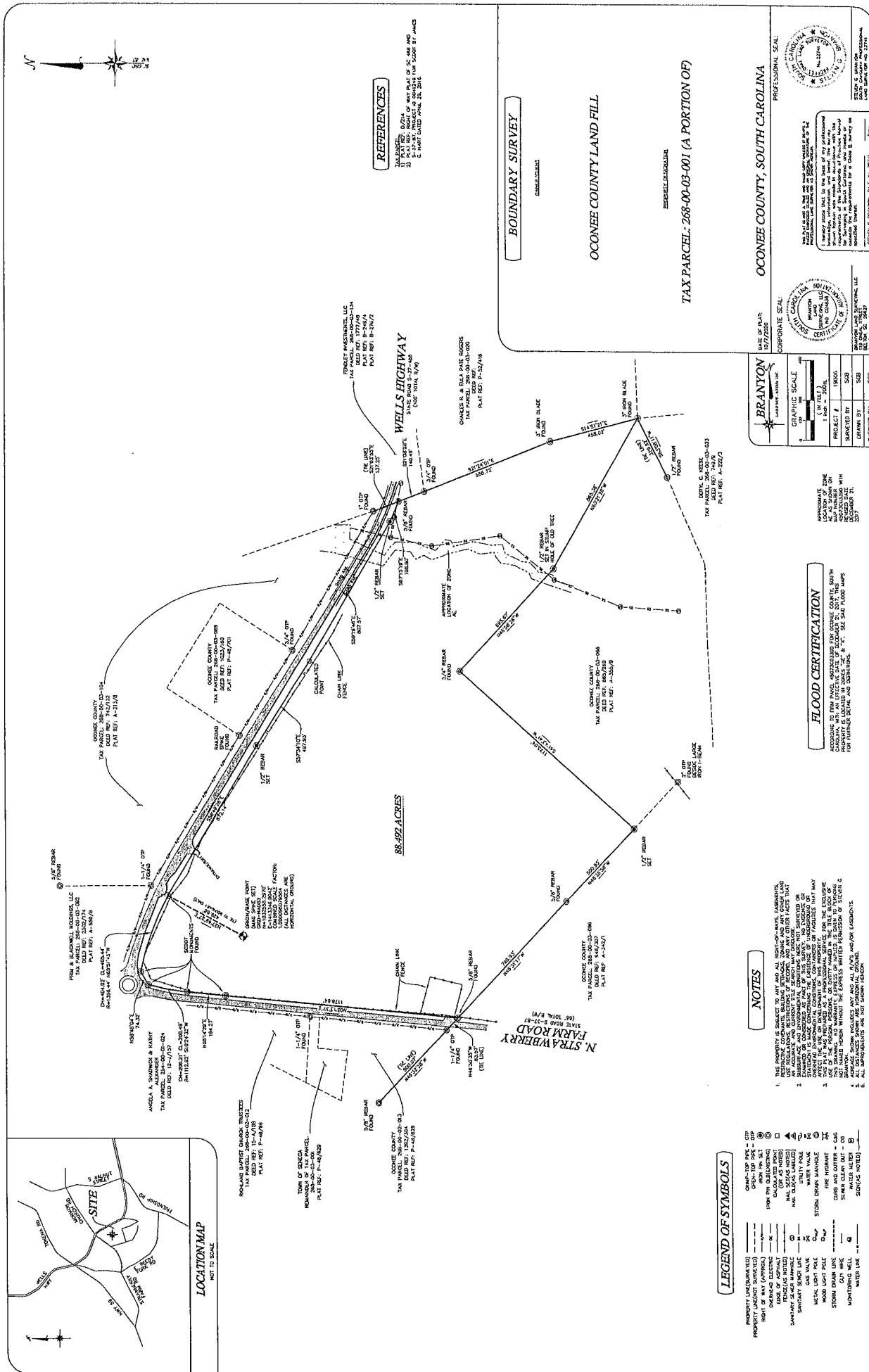
James E. Grant
H. L. Davis
 NOTARY PUBLIC FOR SOUTH CAROLINA
 MY COMMISSION EXPIRES: 3-27-2000

STATE OF SOUTH CAROLINA)
)
 COUNTY OF OCONEE)

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

SWORN to before me this 26th
 day of September, 1991.

April O. Green
Arthur C. Cowan
 NOTARY PUBLIC FOR SOUTH CAROLINA
 MY COMMISSION EXPIRES: 08/28/2000



STATE OF SOUTH CAROLINA)
)
COUNTY OF OCONEE) **EASEMENT AGREEMENT**

KNOW ALL MEN BY THESE PRESENTS that on this _____ day of _____, 2021, the City of Seneca, a municipal corporation in the State of South Carolina ("Grantor"), in consideration of these premises, does hereby grant and convey unto Oconee County, a body politic and corporate and a political subdivision of the State of South Carolina ("Grantee"), its successors and assigns, easement rights in the property described on Exhibit A, attached hereto and incorporated herein by reference, as a "40' Access Easement for Monitoring Well" (the "Easement Premises"), lying and being situate in the County of Oconee and State of South Carolina, and running across lands of Grantor as also shown on Exhibit A ("Grantor's Property").

1. The easement rights acquired hereby shall be perpetual, unless abandoned by Grantee for a period of one year; shall run with the land; and shall include access to each and all of Grantee's appurtenances and facilities located within the Easement Premises. This easement shall be binding upon Grantor, its successors and assigns and shall inure to the benefit of Grantee, its successors and assigns, and does convey to Grantee, its successors and assigns, the following rights:
 - (a) To enter upon and use the Easement Premises to construct, maintain, and operate a methane gas monitoring well and any other adjuncts deemed necessary by Grantee for purposes related to tracking methane concentrations, including additional monitoring wells as necessary (collectively "Facilities"), and to make such relocations, renewals, substitutions, changes, replacements, and additions to the Facilities as are necessary to effect the purposes hereof. Grantee agrees that in locating or relocating and installing its Facilities, it will endeavor to cause the least amount of reasonable interference to Grantor's use of its property.
 - (b) To keep cut away and clear of the Facilities any trees, shrubberies, and the like, which may reasonably be expected to endanger or injure the Facilities, or to interfere in their proper operation or maintenance.
 - (c) To have ingress and egress to and from the Easement Premises over and across other areas of Grantor's Property, as necessary and reasonable.
2. Subject to the "Limitations" below, Grantor reserves the right to use the Easement Premises in any manner that is consistent with the rights herein conveyed to Grantee.

Limitations:

- (a) Grantor shall not damage or cause to be damaged any of the Facilities.
- (b) No roads, pipes or other underground lines, ponds or lakes, ornamental shrubs, bushes, or trees shall be constructed within the Easement Premises without first obtaining the prior written consent of Grantee, which consent shall not be unreasonably withheld.
- (c) Grantor shall not excavate or fill within the Easement Premises or cause a material change in the topographical features of the Easement Premises as it exists on the date of this agreement without first obtaining the prior written consent of Grantee, which consent

shall not be unreasonably withheld. Any street, road, drive, or right-of-way constructed by the Grantor over, through, or across the Easement Premises shall be done at the peril of the Grantor, with the understanding that Grantee shall not be responsible for any damage done to any such street, road, or drive should it become absolutely necessary to disturb the same to effect relocations, changes, renewals, substitutions, replacements, use, or maintenance of the Facilities.

- (d) Grantor shall not place, cause to be placed, or allow within the Easement Premises any substantial amount of debris, material, obstruction, or impediment without first obtaining the prior written consent of Grantee, which consent shall not be unreasonably withheld, and shall not do or cause to be done any act upon the Easement Premises which will impede or unreasonably interfere with Grantee's use of same.
3. Grantee agrees to be responsible for the repair, restoration, or replacement of Grantor's Property as follows:
- (a) To replace and restore landscaping, ornamental shrubs, bushes, or trees located within Grantor's Property (including the Easement Premises), which were destroyed or damaged during the construction and/or maintenance of the Facilities.
 - (b) To repair or replace within Grantor's Property (including the Easement Premises) driveways, fences, sidewalks, curbing, and parking areas disturbed or damaged during construction or maintenance of the Facilities.
 - (c) Upon completion of construction or completion of any subsequent maintenance, change, or relocation of the Facilities, Grantee shall cause the area within Grantor's Property (including the Easement Premises), which was disturbed by such activity, to be restored.
4. The failure of the Grantee or Grantor to exercise any rights granted herein shall not be construed as a waiver or abandonment of such rights thereafter at any time, and Grantee and Grantor reserve the right to, from time-to-time, exercise any and all rights reserved.
5. All Facilities shall remain the property of Grantee, its successors and assigns.
6. Any rights to the Easement Premises not specifically granted to Grantee herein are reserved to Grantor.

SIGNATURES ON FOLLOWING PAGE

SIGNED, sealed and delivered

In the presence of:

OCONEE COUNTY, SOUTH CAROLINA

First Witness

By: _____(SEAL)

Its: _____

Second Witness

STATE OF SOUTH CAROLINA)
)
COUNTY OF OCONEE)

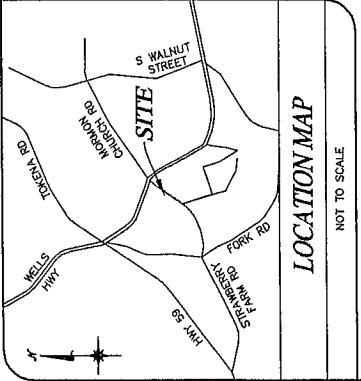
ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this _____ day of _____, 2021,
by _____, the _____ of Oconee County, South Carolina, a body
politic and corporate and a political subdivision of the State of South Carolina.

Notary Public for _____

My commission expires: _____

(SEAL)



ANGELA A. & ALEXANDER KATHY
TAX PARCEL: 254-00-01-024
DEED REF: 12-J/157

MONITORING WELL
MW-9A

5/8" REBAR FOUND

1-1/4" OTP FOUND

1" OTP FOUND

N27°38'13"E 92.04'

N27°38'13"E 107.96'

N81°53'47"W 251.25'

1-1/4" OTP FOUND

NB5°31'28"W 301.06'

S85°31'28"E 327.98'

40' ACCESS EASEMENT FOR MONITORING WELL MS-9A

1-1/4" OTP FOUND

305°13'48"W 40.00'

STATE ROAD S-37-87 (66' TOTAL R/W)

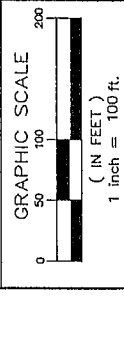
N. STRAWBERRY FARM ROAD

OCONEE COUNTY
TAX PARCEL: 268-00-02-013
DEED REF: 1392/304
PLAT REF: P-48/629

- NOTES**
1. THIS PROPERTY IS SUBJECT TO ANY AND ALL RIGHT-OF-WAYS, EASEMENTS, RESTRICTIVE COVENANTS, BUILDING SETBACKS, ZONING AND ANY OTHER LAND USE REGULATIONS, RESTRICTIONS OF RECORD, AND ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
 2. SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT SURVEYED OR EXAMINED OR CONSIDERED AS PART OF THIS SURVEY. NO EVIDENCE OR STATEMENT IS MADE CONCERNING THE EXISTENCE OF UNDERGROUND OR OVERHEAD ENVIRONMENTAL CONDITIONS, CONTAINERS OR FACILITIES THAT MAY AFFECT THE USE OR DEVELOPMENT OF THIS PROPERTY.
 3. THIS PLAT WAS PREPARED AS A PROFESSIONAL SERVICE FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS, OR ENTITY NAMED IN THE TITLE BLOCK OF THIS DRAWING. NO WARRANTY, EXPRESS OR IMPLIED, IS GIVEN TO PERSONS NOT NAMED HEREIN THROUGH THE EXPRESS WRITTEN PERMISSION OF STEVEN G. BRANYON. ACREAGE SHOWN INCLUDES ANY AND ALL R/W'S AND/OR EASEMENTS. ALL DISTANCES SHOWN ARE HORIZONTAL GROUND.
 - 4.
 - 5.

PROPERTY DESIGNATION:
A) NOW OR FORMALLY A PORTION OF TAX PARCEL:
268-00-03-001

REFERENCES:
A) PLAT REF: P-48/629



CORPORATE SEAL:

BRANYON LAND SURVEYING, LLC
119 ONEAL STREET
BELTON, SC 29627
(864) 314-6400

LINE TABLE		
LINE	LENGTH	BEARING
L1	65.65'	S27°38'13"W
L2	40.00'	S62°21'47"E

LEGEND OF SYMBOLS

- PROPERTY LINE(SURVEYED) ——— CRIMP-TOP PIPE = CTP
PROPERTY LINE(NOT SURVEYED) - - - - - OPEN-TOP PIPE = OTP
RIGHT OF WAY (APPROX.) — R/W — IRON PIN SET
OVERHEAD ELECTRIC — OE — IRON PIN OLD(EXISTING)
EDGE OF ASPHALT ——— CALCULATED POINT
FENCE(AS NOTED) ——— NAIL SET(AS NOTED)
SANITARY SEWER MANHOLE (S) NAIL OLD(AS LABELED)
UTILITY POLE — SS —

PROJECT #	DATE	SURVEYED BY	DRAWN BY	CHECKED BY
19006	11/23/2020	SGB	SGB	SGB

THIS PLAT IS NOT A TRUE AND VALID COPY UNLESS IT BEARS A RAISED EMBOSSED SEAL AND AN ORIGINAL SIGNATURE OF THE PROFESSIONAL LAND SURVEYOR AS SHOWN HEREON.

I hereby state that to the best of my professional knowledge, information, and belief, the survey shown hereon was made in accordance with the requirements of Standards of Practice Manual for Land Surveying in South Carolina and meets or exceeds the requirements for Class B survey as specified therein; Also, there are no visible encroachments or projections other than shown hereon.

STEVEN G. BRANYON P.L.S. No. 22741



STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

SURVEY & CERTIFICATION
AT THE REQUEST OF

OCONEE COUNTY

(NON-TRANSFERABLE)

PROFESSIONAL SEAL:

STEVEN G. BRANYON
SOUTH CAROLINA PROFESSIONAL
LAND SURVEYOR NO. 22741