

EXHIBIT E

OCONEE ORDINANCE 2013-07 AND PROPOSED CONTRACT

STATE OF SOUTH CAROLINA
 OCONEE COUNTY
ORDINANCE 2013-07

AN ORDINANCE AUTHORIZING THE TRANSFER AND
 CONVEYANCE OF CERTAIN REAL PROPERTY; AND OTHER
 MATTERS RELATED 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 as such possesses all powers granted to counties by the Constitution and laws of the State; and

WHEREAS, Section 4-9-30 of the Code of Laws of South Carolina, 1976, as amended, provides, in part, that counties may acquire real property by purchase or gift, and lease, sell or otherwise dispose of real and personal property; and

WHEREAS, the County is the owner of that certain piece, parcel or tract of land situate in the County consisting of approximately 22.38 acres (the "Property") and being more fully shown and designated on survey of Gregory Blake Sosebee P.L.S.# 14818 prepared for the County dated April 30, 2013 ("Survey"), a copy of which Survey is now before the County Council of the County (the "County Council") and is attached hereto as Exhibit A; and

WHEREAS, Pioneer Rural Water District ("Pioneer") wishes to acquire from the County, and the County wishes to convey to Pioneer, the Property for the purpose of allowing Pioneer to construct on the County Property a potable water treatment facility to be connected to and operated as part of Pioneer's waterworks system (such acquisition and conveyance, the "Transfer"), subject to and in accordance with the terms and provisions of a Purchase and Sale Agreement ("Purchase Agreement"), the form of which is now before the County Council and is attached as Exhibit B hereto; and

NOW, THEREFORE, BE IT ORDAINED, BY THE COUNTY COUNCIL OF OCONEE COUNTY, SOUTH CAROLINA AS FOLLOWS:

Section 1. Approval of Transfer. County Council hereby approves the Transfer, subject to and in conformity with the provisions of the Purchase Agreement in substantially the form attached as Exhibit B hereto, or with such changes as are not materially adverse to the County.

Section 2. Execution and Delivery of Purchase Agreement. The Administrator of the County ("Administrator") shall be, and hereby is, authorized to execute and deliver the Purchase Agreement on behalf of the County in substantially the form attached as Exhibit B hereto, or with such changes as are not materially adverse to the County and as the Administrator shall approve, upon the advice of legal counsel.

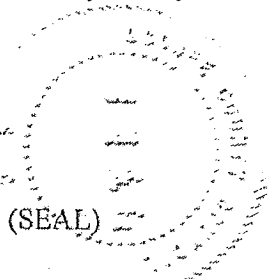
Section 3. Execution and Delivery of Deed and Other Transfer Documents. The Administrator shall be, and hereby is, authorized to execute and deliver on behalf of the County a limited warranty deed conveying title to the Property to Pioneer in accordance with the provisions of the Purchase Agreement in a form and substance acceptable to the Administrator, on advice of legal counsel to the County. The Administrator shall be, and hereby is, authorized to execute and deliver any and all other documents or instruments on behalf of the County related to the Transfer in a form and substance acceptable to the Administrator, on advice of legal counsel to the County. The County Administrator is further authorized and empowered to execute any subsequent amendments or revisions to any of the agreements, certifications or documents authorized under this Ordinance

Section 4. Severability. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

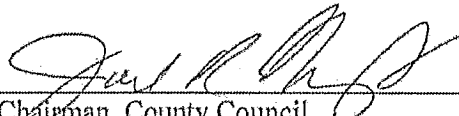
Section 5. Repeal of Inconsistent Ordinances and Resolutions. All ordinances and resolutions of the County, and any part of any ordinance or resolution, inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

Section 6. Effective Date. This Ordinance shall be effective upon its enactment by the County Council of Oconee County, South Carolina.

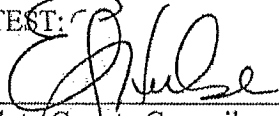
DONE AND ENACTED by the County Council of Oconee County, South Carolina, this 16th day of July, 2013.



OCONEE COUNTY, SOUTH CAROLINA


 Chairman, County Council
 Oconee County, South Carolina

ATTEST:


 Clerk to County Council,
 Oconee County, South Carolina

| | |
|------------------------|----------------|
| First Reading: | March 19, 2013 |
| Second Reading: | May 21, 2013 |
| Public Hearing: | June 18, 2013 |
| Third & Final Reading: | July 16, 2013 |

EXHIBIT A

Survey

[see attached]

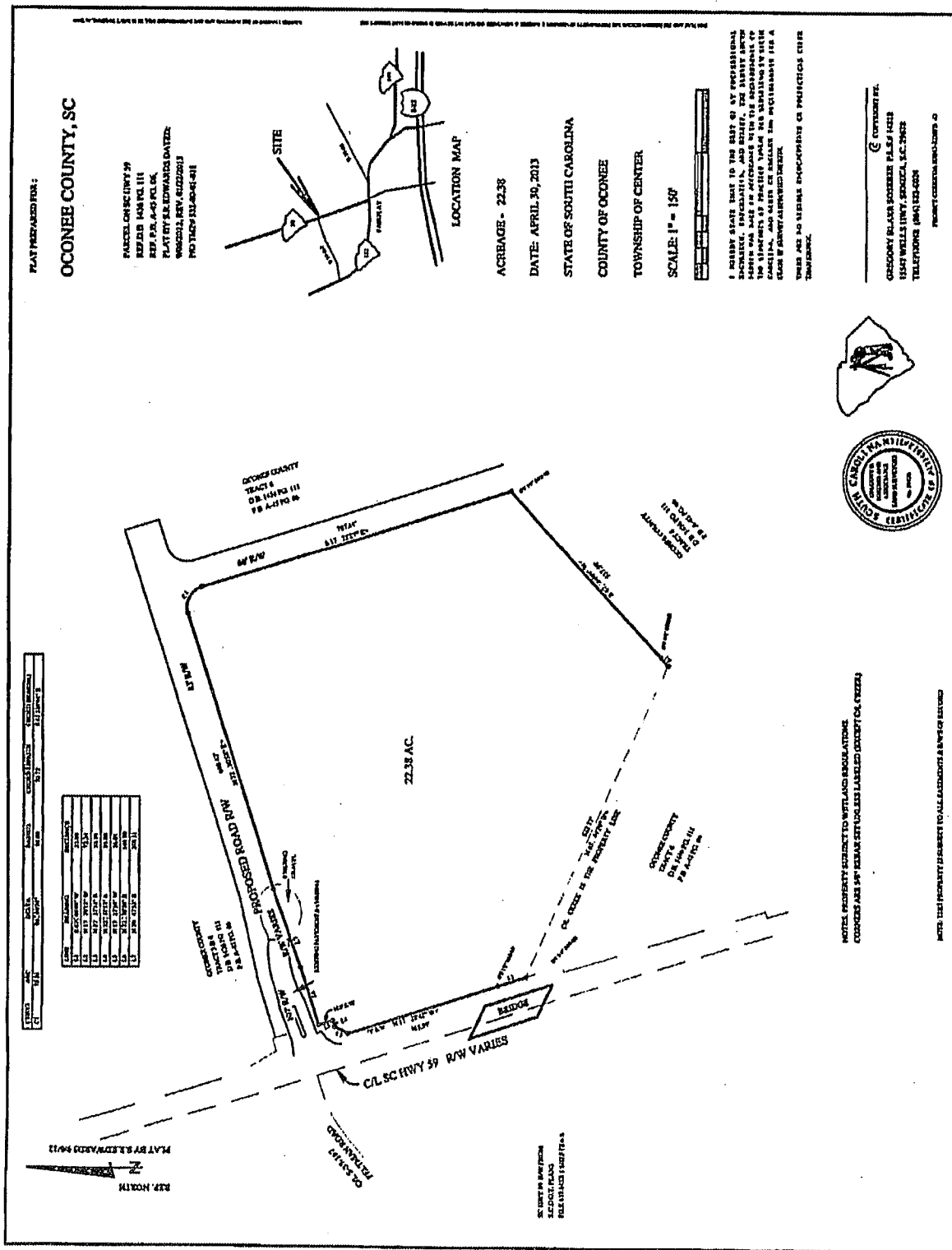


EXHIBIT B

Purchase Agreement

[see attached]

AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY

THIS AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY, made and entered into as of this _____ day of _____, 2013 ("Effective Date"), by and between **OCONEE COUNTY, SOUTH CAROLINA**, a body politic and corporate and political subdivision of the State of South Carolina ("Seller"), and **PIONEER RURAL WATER DISTRICT** ("Purchaser").

RECITALS

A. Seller is the owner in fee simple title to that certain piece, parcel or tract of land ("Land") consisting of approximately 22.38 acres and being more fully shown and described on survey of Gregory Blake Sosebee P.L.S.# 14818 prepared for the County dated April 30, 2013 ("Survey"), a copy of which Survey is attached as Exhibit A hereto and incorporated herein by reference; and

B. Purchaser desires to purchase the Property (as described below) for the purpose of constructing and operating a potable water treatment facility (the "Water Facility") thereon.

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

AGREEMENT

1. SALE OF PROPERTY.

1.1. Consideration. For and in consideration of **ONE HUNDRED THIRTY-TWO THOUSAND AND 00/100 DOLLARS (\$132,000.00)** ("Purchase Price"), which Purchase Price shall be paid by Buyer to Seller in full in good funds at Closing (as defined below), and the mutual covenants and agreements contained herein, Seller agrees to sell and convey all of Seller's right, title and interest in and to the property described below ("Property") to Purchaser, and Purchaser agrees to purchase the same from Seller, pursuant to the terms and conditions set forth herein.

1.2. Description of Property. The Property shall consist of:

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

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

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

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

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

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

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

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

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

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

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

(e) Result in the creation of any lien, charge or encumbrance upon any of the properties or assets to be sold or assigned to Purchaser pursuant to the provisions of this Agreement.

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

2.9. Further Acts of Seller. Seller will do, make, execute and deliver all such additional and further acts, deeds, instruments and documents as may reasonably be required by Purchaser or Purchaser's title insurance company to vest in and assure to Purchaser full rights in or to the Property. The provisions of this paragraph shall survive the Closing.

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

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

3. CONDITIONS PRECEDENT TO PURCHASER'S OBLIGATIONS.

3.1. Purchaser's Review Period. Purchaser shall have a period (the "Review Period") commencing on the date hereof and expiring ninety (90) days thereafter to do the following, each of which shall be a condition precedent to Purchaser's obligations hereunder:

(a) To conduct, at Purchaser's cost, any and all inspections, engineering and feasibility studies, including, but not limited to environmental inspections and studies, which Purchaser deems necessary, in an effort to determine whether or not to proceed with the Closing of this transaction. Without limitation of the generality of the foregoing, it is agreed that Purchaser's inspection of the Property may include soil borings, surface water and groundwater testing and analysis, boundary, structural, topographical, and other surveys and any other studies and/or tests desirable for Purchaser to determine that the Property is suitable for its intended purpose. In this regard, Seller hereby agrees that Purchaser, and/or Purchaser's agents or employees, shall have unlimited access to the Property during such Review Period to conduct such soil borings, surface water and groundwater testing and analysis, studies and inspections. In the event that this Agreement is terminated by Purchaser hereunder or the Closing does not occur through no fault of Seller, Purchaser shall restore the surface of the Property to substantially the same condition of the surface on the date hereof after all such tests and inspections are completed.

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

(c) To obtain a survey of the Property, such survey disclosing rights-of-way, easements, encroachments or other encumbrances upon the Property acceptable to Purchaser (as determined by Purchaser in its sole discretion) and Purchaser's lender, if applicable.

(d) To obtain such assurances or approvals from the appropriate governmental authorities as Purchaser deems necessary in relation to Purchaser's intended use of the Property or the environmental condition of the Property. Seller agrees to use its best efforts to cooperate with Purchaser so that Seller shall deliver to Purchaser any item in the possession or control of Seller which Purchaser would like to receive and inspect.

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

3.3. Status of Title. At Closing (as defined below) Seller shall deliver the Closing Documents (as such term is defined below) to Purchaser as provided by Section 6.2 below, and shall be capable of conveying, and the Closing Documents will convey, good and marketable fee simple title to the Property to Purchaser subject only to encumbrances and title exceptions acceptable to Purchaser free and clear of all monetary liens and encumbrances against the Property not created by Purchaser or related to Purchaser's activities on or use of the Property. Seller shall not create, cause or permit any encumbrance, impairment or transfer of title to the Property, other than as specifically provided herein; provided, however, that Seller shall have no obligation to cure, have the Property

released from or terminate any encumbrance on, impairment of, or lien against the Property caused by Purchaser or related to Purchaser's activity on or use of the Property.

4. CLOSING. The purchase and sale contemplated hereunder shall be consummated at the closing (referred to herein as the "Closing") which shall take place no later than _____, 2013. The Closing shall take place at the offices of Purchaser's counsel:

Nelson Mullins Riley & Scarborough, LLP
104 S. Main Street, Suite 900
Greenville, SC 29601

Unless Purchaser and Seller agree otherwise in writing, the Closing shall take place via a mail-away arrangement. Closing shall be coordinated through Purchaser's attorney by utilization of express courier service (e.g., Federal Express), in accordance with generally accepted practices of title insurance companies in commercial real estate closings. Anything herein to the contrary notwithstanding, payment of the Purchase Price shall be made by wire transfer and delivery of the Closing Documents shall occur by express courier deliveries.

5. PRO-RATED ITEMS AND ADJUSTMENTS. Purchaser shall pay for the title insurance premiums due in connection with the issuance of Purchaser's owner's title insurance policy, if any, and for the cost of any survey of the Property prepared at Purchaser's request. Purchaser shall pay all deed recording fees (formerly known as documentary tax stamps) and intangible taxes assessed with respect to the deed conveying title to the Property to Purchaser. Purchaser and Seller shall each pay their own legal fees related to the transaction contemplated hereby.

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

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

- (a) Results of any soil boring tests with respect to the Property.
- (b) All building plan drawings, surveys and topographical renderings of the Property.
- (c) All environmental studies of the Property and any environmental permits or approvals with respect to the Property.
- (d) All title insurance policies related to the Property in Seller's possession.
- (e) All surveys of the Property in Seller's possession.

6.2. Items Delivered to Purchaser at Closing. Seller shall deliver the following items (collectively, the "Closing Documents") at Closing to Purchaser:

(a) A limited warranty deed, satisfactory in form and substance to Purchaser or Purchaser's title insurance company, conveying good and marketable fee simple title to the Property, free and clear of all liens, encumbrances, easements, and restrictions except as may be permitted under this Agreement. The County may, at its option, include in the above described limited warranty deed a restriction limiting the use of the Property to the construction and operation of the Water Facility for a period of twenty-five (25) years after the Closing and prohibiting Purchaser from selling the Property or any part thereof to a person or entity other than Seller until such time as Purchaser has completed the construction of a Water Facility on the Property and the Purchaser has begun operation of the Water Facility on the Property.

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

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

8. COMMISSIONS.

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

9. DEFAULT.

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

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

10. CONSTRUCTION OF WATER INFRASTRUCTURE FACILITY.

10.1. Construction of Water Infrastructure Facility. Seller and Purchaser acknowledge and agree that this Agreement is being entered into with the expectation that Purchaser will build and commence operation of the Water Facility and any necessary ancillary improvements on the Property. Purchaser hereby covenants and agrees that it will diligently proceed with construction of, and commence operation of, the Water Facility as quickly as is reasonably practicable following Closing, and acknowledges that its agreement to construct and commence the operation of the Water Facility on the Property is a material term of this Agreement and a material inducement to Seller's agreement to convey the Property to Purchaser under this Agreement. Purchaser covenants and agrees not to sell, grant, bargain or convey the Property, any portion thereof, or any interest therein, prior to completing construction and installation of the Water Facility. Purchaser further covenants and agrees that the use of the Property shall be restricted to the construction, operation and maintenance of a Water Facility on the Property for a period of twenty-five (25) years after the Closing hereunder.

10.2. Road Extension. Seller and Purchaser acknowledge and agree that this Agreement is being entered into with the expectation that Seller will build an extension of the paved drive, together with appropriate curb cuts sufficient to provide at least two access point to the Property at locations agreed upon by Seller and Purchaser, within the area shown as "Proposed Road R/W" on Exhibit A along the entire length of the northern boundary line of the Property. Seller hereby covenants and agrees that it will diligently proceed with construction of, and commence operation of the paved drive extension and curb cuts as quickly as is reasonably practicable following Closing, and acknowledges that its agreement to construct the paved drive extension adjacent to the Property is a material term of this Agreement and a material inducement to Purchaser's agreement to purchase the Property under this Agreement. Upon completion, the paved drive extension to be constructed by Seller shall be a public right of way to be maintained by the Seller providing unrestricted vehicular and pedestrian access to the Property.

10.3. Attorney's Fees. If the Seller or Purchase retains an attorney to enforce Section 10.1 or 10.2, as applicable, of this Agreement, the party so doing shall be entitled to recover, in addition to all other items of recovery permitted by law, reasonable attorney's fees and costs incurred by the party through litigation and all appeals.

10.4 Survival. The provisions of this Article 10 shall survive the Closing.

11. MISCELLANEOUS

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

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

11.3. Survival. Except as otherwise expressly provided herein, it is the express intention and agreement of the parties to this Agreement that all covenants, agreements, statements, representations and warranties made by Purchaser and Seller in this Agreement (which shall be deemed to include the matters and information disclosed in any of the Exhibits attached hereto or in any document or instrument delivered by Seller pursuant to the provisions of this Agreement or at or in connection with the Closing), including without limitation, the specific agreement for the Purchaser to build and commence operation of the Water Facility, shall survive the Closing.

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

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

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

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

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

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

(a) If to Purchaser:

Pioneer Rural Water District

Attn.: _____

With a Copy to:

Nelson Mullins Riley & Scarborough, LLP

Attn: D. Sean Faulkner, Esq.

104 S. Main Street, Suite 900

Greenville, SC 29601

(b) If to Seller:

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

With a copy to:

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

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

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

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

[execution pages follow]

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

SELLER:

OCONEE COUNTY, SOUTH CAROLINA

By: _____

Its: _____

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

PURCHASER:

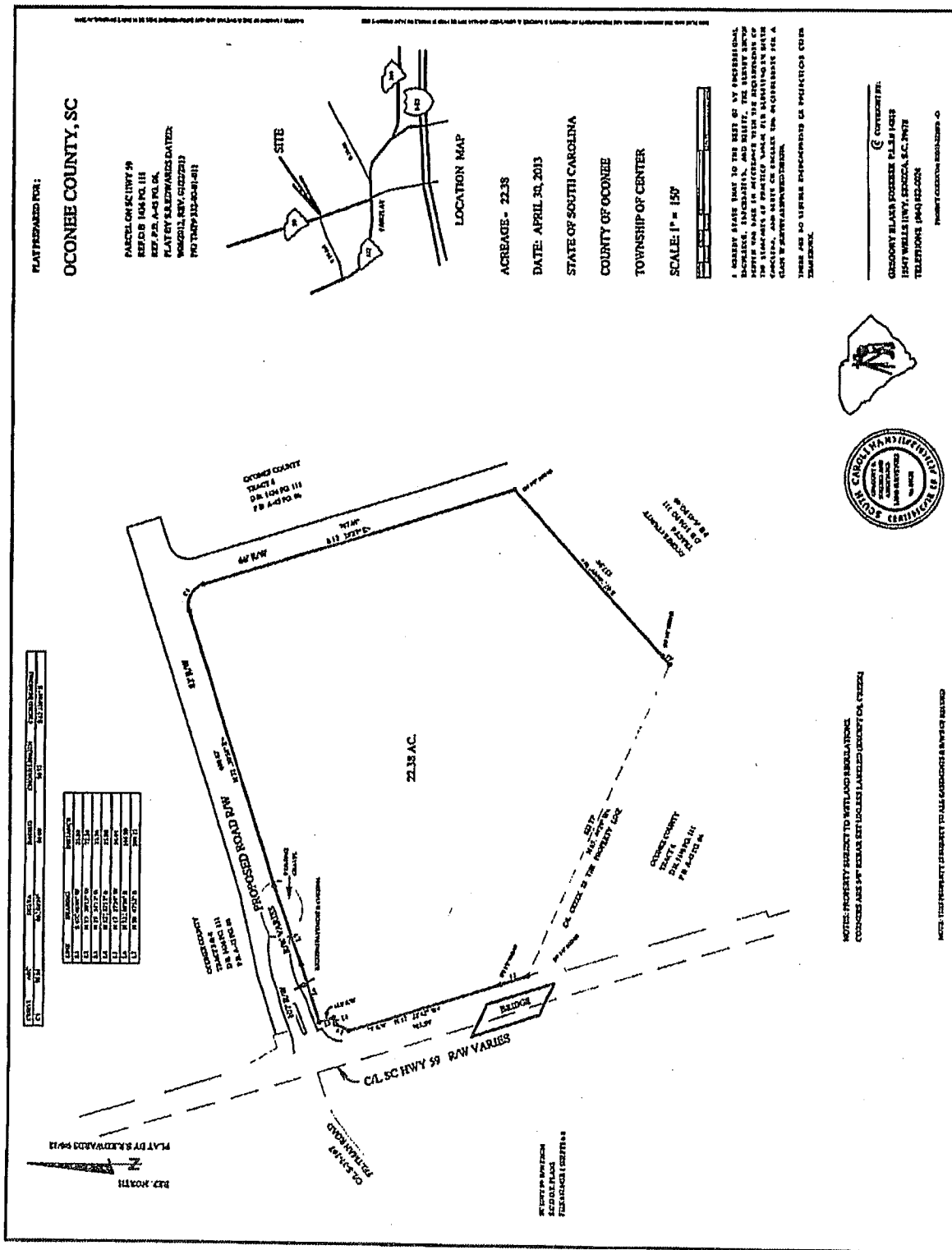
PIONEER RURAL WATER DISTRICT

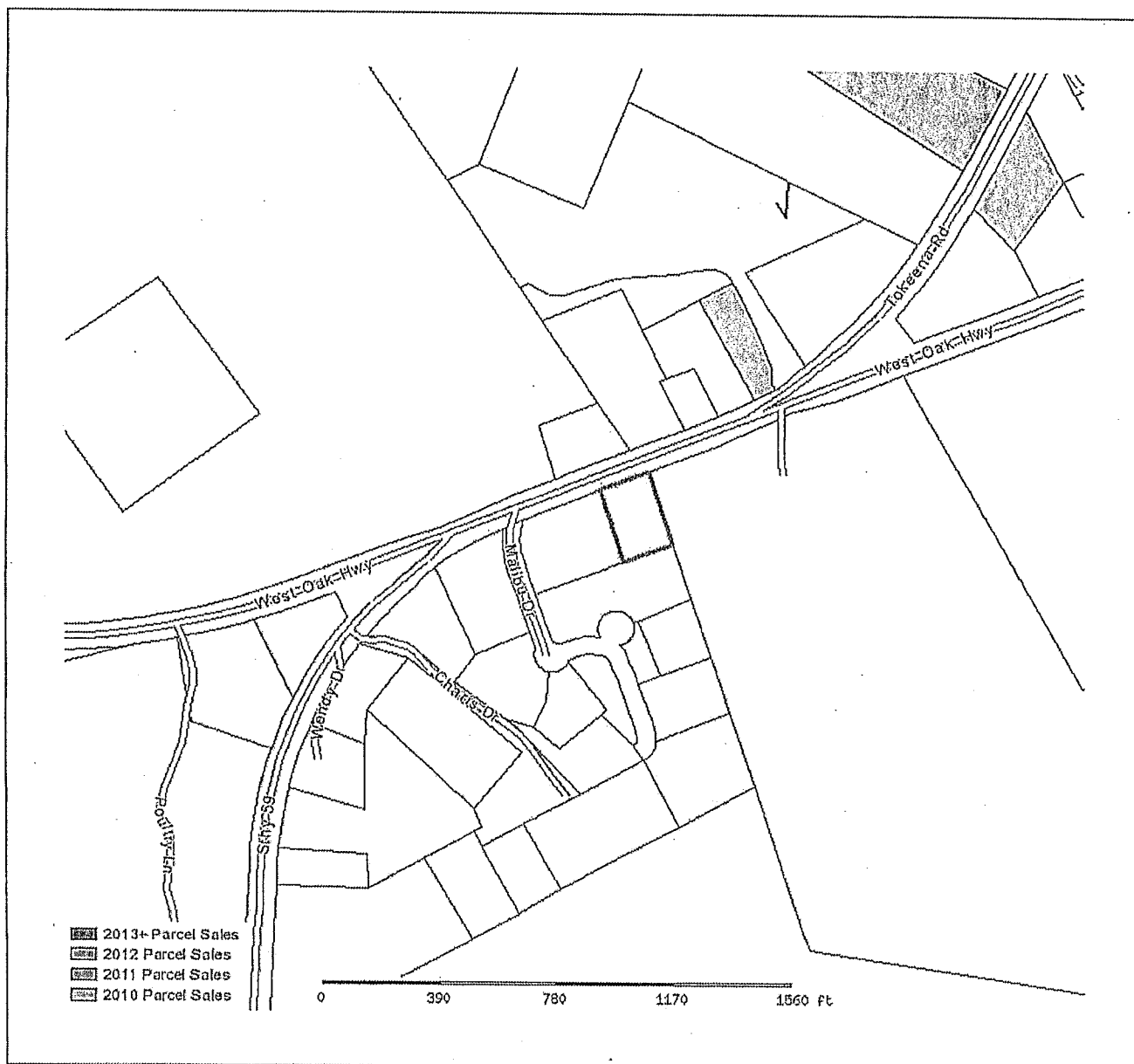
By: _____
Its: _____

Exhibit A

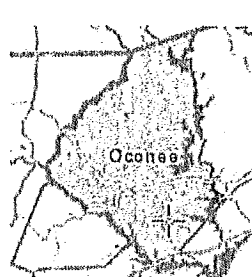
Survey

[see attached]



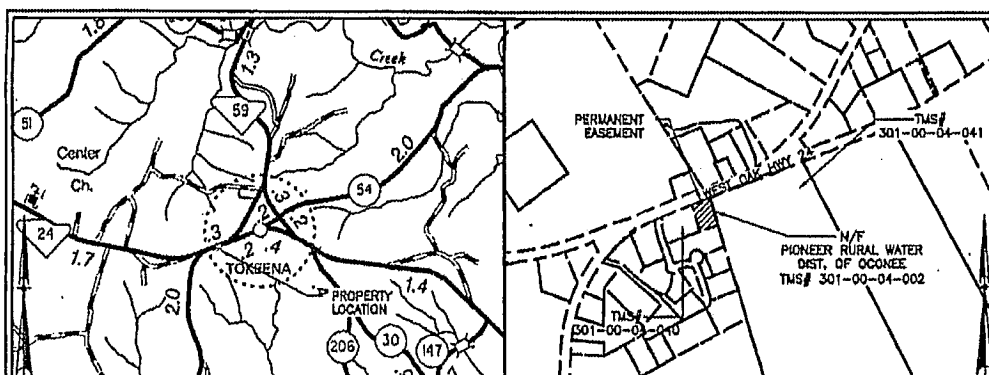


| Oconee County Assessor | | | |
|-----------------------------------|--------------------------------------|-----------------|---|
| Parcel: 301-00-04-002 Acres: 0.85 | | | |
| NEIGH | PIONEER RURAL WATER DIST OF OCONEE | Land Value | 0 |
| Site | | Improvement Val | 0 |
| Sale | \$5027 on 1990-03-04 Vacant=0 Qual=Q | Accessory Value | 0 |
| Map | PO BOX 203 | Total Value | 0 |
| | WESTMINSTER, SC 29693 | | |



The Oconee County Assessor's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll. PLEASE NOTE THAT THE PROPERTY APPRAISER MAPS ARE FOR ASSESSMENT PURPOSES ONLY NEITHER OCONEE COUNTY NOR ITS EMPLOYEES ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS ---THIS IS NOT A SURVEY---

Date printed: 04/01/14 : 12:44:24

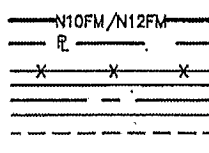


VICINITY MAP
SCALE: 1"=5000'

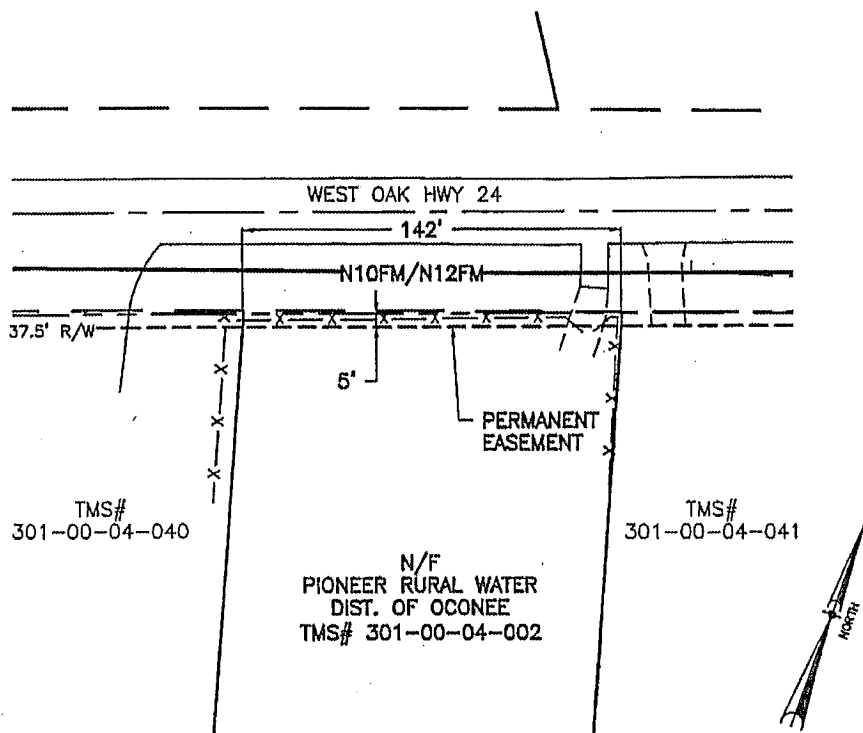
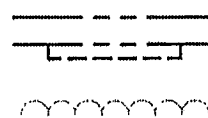
LOCATION MAP
SCALE: 1"=1000'

LEGEND

NEW FORCE MAINS
PROPERTY LINE
EXISTING FENCE (CHAIN LINK)
EXISTING ROAD
EXISTING DIRT ROAD



EXISTING ROW
NEW PERMANENT
UTILITY EASEMENT
EXISTING TREE LINE



TOTAL LENGTH OF EASEMENT 142 LF±

REF. FILE NO. C1-29-16
FILE NO. C-04-173
46422786-ES01.dwg

THIS MAP COMPILED FROM:

- 1) THIS EXHIBIT WAS COMPILED FROM COUNTY GEOGRAPHIC INFORMATION SYSTEM (GIS) DATA AND A UTILITY SURVEY.
- 2) DRAWING BY URS TITLED "WASTEWATER SYSTEM IMPROVEMENTS TO SERVE THE GOLDEN CORNER COMMERCE PARK FOR OCONEE COUNTY" DATED: MARCH, 2013.
- 3) THERE WAS NO PROPERTY SURVEY WORK DONE AT THIS TIME.

URS

4016 Salt Pointe Parkway, Suite 200
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OCONEE COUNTY

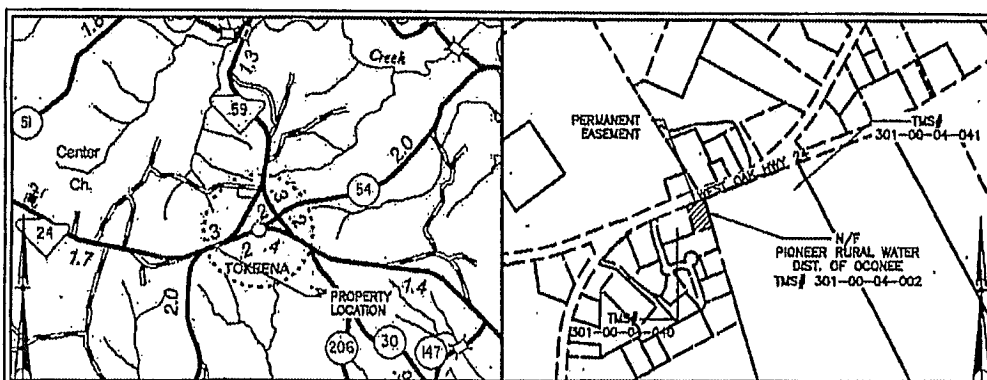
SKETCH OF PERMANENT
UTILITY EASEMENT ACROSS
THE PROPERTY OF
PIONEER RURAL WATER DIST. OF OCONEE

SHEET 1 OF 1

OCONEE COUNTY, SOUTH CAROLINA

DATE: APRIL, 2014

SCALE: 1" = 50'



VICINITY MAP
SCALE: 1"=5000'

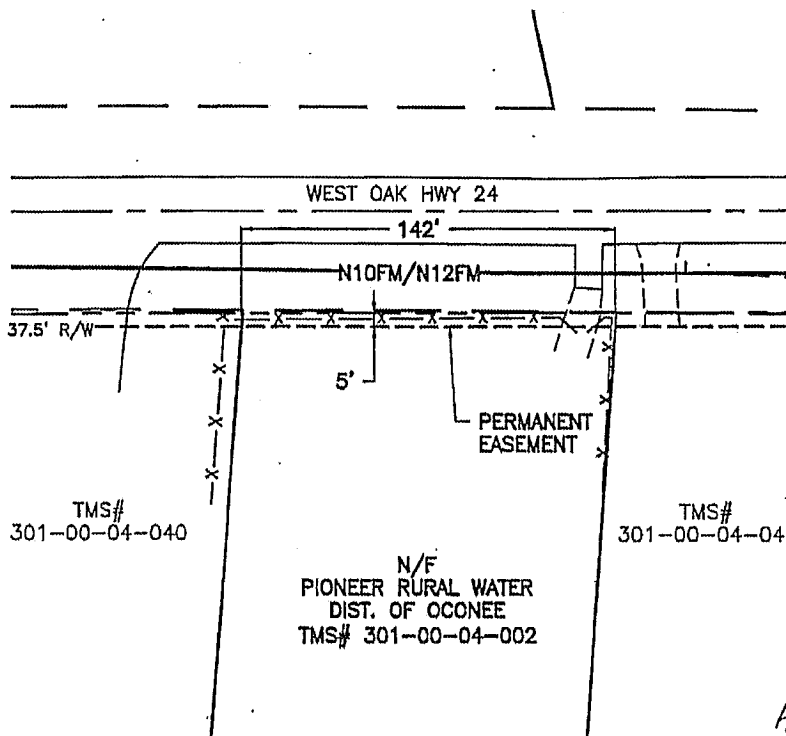
LOCATION MAP
SCALE: 1"=1000'

LEGEND

NEW FORCE MAINS
PROPERTY LINE
EXISTING FENCE (CHAIN LINK)
EXISTING ROAD
EXISTING DIRT ROAD

N10FM/N12FM
R
X X X
X X X
X X X

EXISTING ROW
NEW PERMANENT
UTILITY EASEMENT
EXISTING TREE LINE



TOTAL LENGTH OF EASEMENT 142 LF±

REF. FILE NO. C1-29-16
FILE NO. C-04-173
46422786-ES01.dwg

THIS MAP COMPILED FROM:

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OCONEE COUNTY

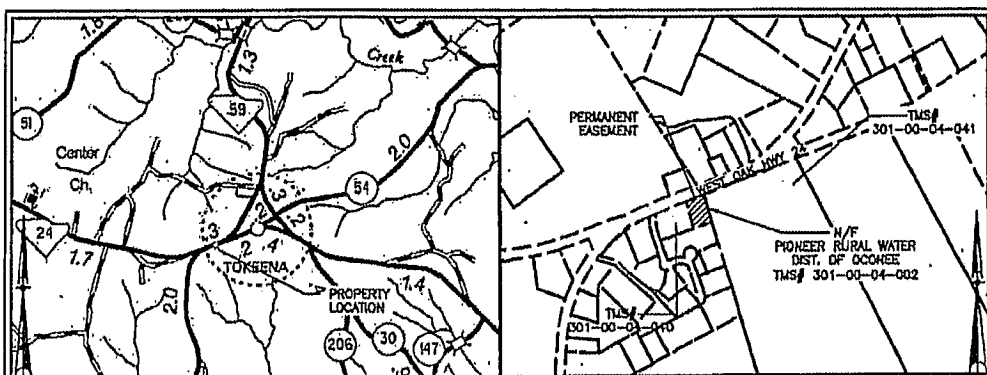
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SHEET 1 OF 1

OCONEE COUNTY, SOUTH CAROLINA

DATE: APRIL, 2014

SCALE: 1" = 50'



VICINITY MAP
SCALE: 1"=5000'

LEGEND

LOCATION MAP
SCALE: 1"=1000'

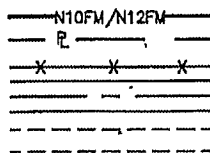
NEW FORCE MAINS

PROPERTY LINE

EXISTING FENCE (CHAIN LINK)

EXISTING ROAD

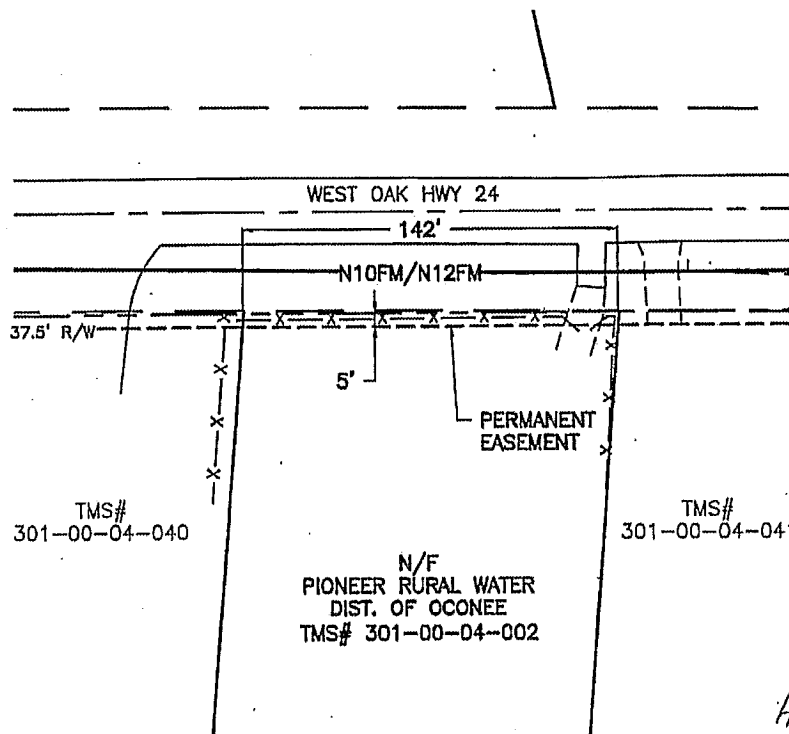
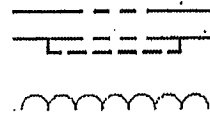
EXISTING DIRT ROAD



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SKETCH OF PERMANENT
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THE PROPERTY OF
PIONEER RURAL WATER DIST. OF OCONEE

SHEET 1 OF 1

OCONEE COUNTY, SOUTH CAROLINA

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