

**RICHLAND COUNTY COUNCIL
REGULAR SESSION
JULY 11, 2006
6:00 P.M.**

**CALL TO ORDER Honorable Anthony G. Mizzell,
Chairman**

INVOCATION Honorable Joseph McEachern

**PLEDGE OF ALLEGIANCE
 Honorable Joseph McEachern**

PRESENTATION OF RESOLUTIONS:

Richland County's Oldest Registered Voter

Richland County's Youngest Registered Voter

**PRESENTATION Mr. John Marcy,
Chamber of Commerce**

ADOPTION OF AGENDA

CITIZEN'S INPUT

APPROVAL OF MINUTES

Regular Session: June 20, 2006 [Pages 8-15]

Regular Session: June 22, 2006 [Pages 16-21]

Zoning Pubic Hearing: June 27, 2006 [Pages 22-26]

**REPORT OF THE COUNTY ATTORNEY FOR
EXECUTIVE SESSION ITEMS**

- a. **Clerk's Evaluation**
- b. **Potential litigation regarding implementation of the NPDES permit**

REPORT OF THE COUNTY ADMINISTRATOR

- a. **Employee Grievances**
- b. **Proposed Whitaker Container Air Curtain Incinerator**
- c. **Purchase of Riverside Golf Property**
- d. **Recreation Property Contract**
- e. **Update on Owens Field Assignment**

REPORT OF THE CLERK OF COUNCIL

- a. **Confirm date for Special Called Meeting in July**

REPORT OF THE CHAIRMAN

- a. **Planning Commission Request for Subdivision Review**

OPEN/CLOSE PUBLIC HEARING ITEMS

1.a., 1.c., 7.

APPROVAL OF CONSENT ITEMS

1.d., 2.b., 2.c., 2.d., 2.e., 2.f., 2.g., 2.j., 2.k., 3.a., 4.a., 4.b.
4.d.

1. THIRD READING ITEMS

- a. **Ordinance authorizing Development Agreement with Bright-Myers 2001, LLC [PUBLIC HEARING] [Pages 27-80]**
- b. **06-09MA
Bright-Myers 2001, LLC
Robert Fuller**

**M-1 & RU TO GC
Walmart & Associated Development
17400-11-03 & 14781-04-/14/13/12
NW Quadrant of Killian Rd. & I-77
[Pages 81-85]**

- c. An Ordinance extending the moratorium on either the approval or denial of floodplain management permits for development or construction within a portion of the Congaree River floodplain [PUBLIC HEARING] [Pages 86-87]**
- d. An Ordinance to amend the Master Agreement governing the I-77 Corridor Regional Industrial Park in order to expand the boundaries of the Park to include property owned by Vulcan Construction Materials, L.P. [CONSENT] [Pages 88-89]**

2. SECOND READING ITEMS

- a. 06-21MA
Harold Pickrel
RU to RS-MD
Residential Subdivision
17500-03-32 (p)
West Side of Longtown Rd. @ Holly Ridge
[Pages 90-93]**
- b. 06-18MA
Brant Taylor
RM-MD to GC
Commercial Warehouse
22601-01-03
Percival Road near Inglesby Drive
[CONSENT] [Pages 94-95]**
- c. 06-27MA
Chinese Cultural Center**

**M-1 to GC
Chinese Culture Activity Center
16104-02-13
1217 Pineview Drive
[CONSENT] [Pages 96-97]**

- d. **06-29MA
Martin Moore
NC to OI
Professional Office Park
20200-01-18
Clemson Rd. Across From Killian
Elementary School
[CONSENT] [Pages 98-99]**

- e. **06-31MA
Mungo Company
RS-LD to NC
Neighborhood Commercial
24700-02-08 (p)
E Side of Lower Richland Blvd. ¼ mile
South of US 378
[CONSENT] [Pages 100-102]**

- f. **06-34MA
24/7 Bonding Co., Inc.
RS-HD to NC (3.2 acres)
Neighborhood Commercial
13416-01-01
Eastway Drive at Bluff Road
[CONSENT] [Pages 103-104]**

- g. **06-36MA
Jon Williams
HI to RM-MD
Residential Multi Family
13607-02-01
SW Corner of Shop Rd. & Mauney Dr.
[CONSENT] [Pages 105-106]**

- h. An Ordinance amending the residency requirements for members of the Richland County Planning Commission [Pages 107-108]**
- i. An Ordinance to amend the FY 06-07 budget to create a mass transit fee of \$30.00 for each automobile registered in Richland County [CONSENT] [Pages 109-110]**
- j. An Ordinance to levy and impose a one percent sales and use tax, subject to a referendum, within Richland County pursuant to Section 4-37-30 of the Code of Laws of South Carolina 1976, as amended; to define the specific purposes and designate the projects for which the proceeds of the tax may be used; to provide the maximum time for which such tax may be imposed; to provide for a County-wide referendum on the imposition of the sales and use tax and the issuance of General Obligation Bonds and to prescribe the contents of the ballot questions in the referendum; to provide for the conduct of the referendum by the Richland County Election Commission; to provide for the administration of the tax, if approved; and to provide for other matters therto. [CONSENT] [Pages 111-118]**
- k. An Ordinance authorizing the execution of an intergovernmental agreement by and between Richland County, South Carolina and the Central Midlands Regional Transit Authority; providing for public transit services within the County; providing for the levying of ad valorem taxes to provide sufficient revenue to fund the County's obligation under the intergovernmental agreement; and other matters relating thereto. [CONSENT] [Pages 119-120]**

3. REPORT OF DEVELOPMENT AND SERVICES COMMITTEE

- a. Approval of construction contract to Sloan Construction Company, Inc. for the 2006 Roadway Resurfacing Project [CONSENT]**
- b. Approval of construction contract for Ridgewood Community Infrastructure Improvements Project**
- c. Ordinance to prohibit the parking of vehicles in the front yard of any property zoned RS-LD, RS-MD, or RS-HD [Pages 121-123]**

4. REPORT OF ADMINISTRATION AND FINANCE COMMITTEE

- a. Grant approval for SE Richland Community Festivals (No personnel/No match) [CONSENT]**
- b. Amendment to Hospitality Tax Ordinance to Limit Distribution Increases to no more than 3% annually [CONSENT][Pages 124-126]**
- c. An Ordinance to suspend the requirement that the Business Service Center collect Hospitality Taxes [Pages 127-128]**
- d. An Ordinance authorizing deeds to Wesley United Methodist Church (along Barnwell Street) [CONSENT] [Pages 129-130]**

5. REPORT OF THE RULES AND APPOINTMENTS COMMITTEE

- a. An Ordinance amending the Richland County Code of Ordinances; Chapter 2,**

Administration; Article VIII, Personnel Regulations; Division 8, Grievance Proceedings; Section 2-478, the Employee Grievance Committee; Paragraph (k); so as to establish a time limit for the County Administrator to bring recommendations to Richland County Council [Pages 131-132]

6. REPORT OF THE ECONOMIC DEVELOPMENT COMMITTEE

a. An Ordinance amending Ordinance no. 006-06HR, which authorized a deed to Forum Development II, LLC for a certain parcel of land known as lot 27 (approximately 2.699 acres total) in the Richland Northeast Industrial Park, a portion of Richland TMS # 25800-04-01; so as to allow Forum Development II, LLC to assign its interest in the property. [Page 133]

7. Resolution in support of the issuance by the South Carolina Jobs-Economic Development Authority of its not exceeding \$12,000,000 Economic Development Revenue Bonds (Young Men's Christian Association of Columbia, S.C. Project), in one or more series, pursuant to the provisions of Title 41, Chapter 43, of the Code of Laws of South Carolina 1976, as amended. [Public Hearing Only; Needs to be Forwarded to July 25, 2006 A & F Committee Meeting] [Pages 134-135]

8. CITIZEN'S INPUT

9. MOTION PERIOD

10. ADJOURNMENT

MINUTES OF



RICHLAND COUNTY COUNCIL REGULAR SESSION TUESDAY, JUNE 20, 2006 6:00 p.m.

In accordance with the Freedom of Information Act, a copy of the agenda was sent to radio and TV stations, newspapers, persons requesting notification, and was posted on the bulletin board located in the lobby of the County Administration Building.

MEMBERS PRESENT:

Chair	Anthony G. Mizzell
Vice Chair	L. Gregory Pearce, Jr.
Member	Valerie Hutchinson
Member	Joseph McEachern
Member	Mike Montgomery
Member	Bernice G. Scott
Member	Damon Jeter
Member	Paul Livingston
Member	Joyce Dickerson
Absent	Doris Corley
	Kit Smith

OTHERS PRESENT – Michelle Cannon-Finch, Milton Pope, Tony McDonald, Roxanne Matthews, Joe Cronin, Larry Smith, Amelia Linder, Chief Harrell, Michael Criss, Monique Walters, Stephany Snowden, Kendall Johnson, Jennifer Dowden, Teresa Smith, Daniel Driggers, Anna Almeida, Donny Phipps, Michelle Onley

CALL TO ORDER

The meeting was called to order at approximately 6:04 p.m.

INVOCATION

The Invocation was given by the Honorable Valerie Hutchinson

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by the Honorable Valerie Hutchinson

POINT OF PERSONAL PRIVILEGE – Mr. Mizzell acknowledged that City Councilman E. W. Cromartie, Mayor of Springdale, Pat Smith and Mayor of Blythewood, Pete Amoth were in the audience.

PRESENTATION

Holly Cummings, Community Development Director, Midlands Education and Business Alliance – Ms. Cummings, Stephen Benjamin and Dr. Kay Shaw gave a brief overview of the Midlands Education and Business Alliance and made a formal request for \$50,000.

ADOPTION OF AGENDA

Ms. Finch stated that one of the tax map numbers for item 2.b. was incorrectly printed and that the correct number was 17400-11-03.

Ms. Linder stated that 1.g. needed to be removed from consent and that Mr. Pope would address her concern during the approval of consent items.

Mr. Livingston moved, seconded by Ms. Dickerson, to add to the agenda the CMRTA issue request for discussion. The vote in favor was unanimous.

Mr. Montgomery moved, seconded by Mr. Pearce, to approve the agenda as amended and to place the CMRTA issue as #3 and renumber the remainder of the agenda. The vote in favor was unanimous.

POINT OF ORDER – Mr. Montgomery stated that the citizens who signed up to speak during the second Citizen Input period regarding the CMRTA should be allowed to speak during the first Citizens Input period since this item was added to the agenda.

Mr. Livingston suggested that the citizens not speak during Citizens Input, but wait until a public hearing is held on this matter.

CITIZEN'S INPUT

The citizens were not allowed to speak due to the matter they signed up to speak on being on the agenda and also requiring a public hearing.

APPROVAL OF MINUTES

Regular Session: June 6, 2006 – Mr. Livingston moved, seconded by Mr. Pearce, to approve the minutes as submitted. The vote in favor was unanimous.

Special Called: April 25, 2006 – Ms. Dickerson moved, seconded by Ms. Hutchinson, to approve the minutes as submitted. The vote in favor was unanimous.

REPORT OF THE COUNTY ATTORNEY FOR EXECUTIVE SESSION ITEMS

- a. **Contractual Matter: Recreational Facility Property Purchase**
- b. **Contractual Matter: Rowing Center Property Purchase**
- c. **Contractual Matter: Owens Field Update**
- d. **2006 Clerk's Evaluation**

Mr. McEachern moved, seconded by Mr. Jeter, to move Executive Session until after Citizen's Input. The vote in favor was unanimous.

REPORT OF THE COUNTY ADMINISTRATOR

Employee Grievances – Mr. Pope stated Mr. McDonald, the Grievance Chair and he will be meeting to discuss the employee grievance and the grievance items will be included on the July 11th agenda.

REPORT OF THE CLERK OF COUNCIL

- a. **Agenda Solution Program** – Ms. Finch stated that she had spoken with IT regarding the timeline for the RFP for the agenda solution program. The information should be available to Council at 3rd reading of the budget.
- b. **Photograph for the County News** – Ms. Finch stated that Council will be having a photograph taken June 22nd at 5:30 p.m. in their blue Richland County shirt.
- c. **United Black Fund** – Ms. Finch stated that she had 10 tickets for the 16th Annual Hall of Fame Induction that will be held June 23rd at Seawell's.
- d. **Thelma Tillis Thank You Card** – Ms. Finch stated that Council had received a thank you card from Councilwoman Tillis.

REPORT OF THE CHAIRMAN

No report was given at this time.

PUBLIC HEARING ITEMS

- **Ordinance Authorizing the Extension of the Project Acquisition Period Under that Certain Lease Agreement by and between Richland County and Sysco Food Services of Columbia, LLC** – No one signed up to speak.
- **Budget Amendment: Sheriff's Department Administrative Fee** – No one signed up to speak.
- **Ordinance Authorizing Development Agreement with Bright-Myers 2001, LLC** – Robert Fuller signed up to speak in favor of this item.

APPROVAL OF CONSENT ITEMS

Ms. Hutchinson moved, seconded by Ms. Scott, to approve the following consent items:

- **Ordinance Authorizing Certain Economic Incentives, Including Payment of a Fee in Lieu of Property Taxes, the Award of Infrastructure Improvement Credits, and Other Related Matters, Pursuant to a Fee Agreement Between Richland County and McEntire Produce, Inc.** [Third Reading]
- **Ordinance Authorizing the Extension of the Project Acquisition Period Under that Certain Lease Agreement By and Between Richland County and Sysco Food Services of Columbia, LLC** [Third Reading]

- **06-12MA, Blythewood Farms (Cliff Kinder), RU to PDD (249 acres), Single Family Residential S/D, 15100-06-07 & 17800-04-68, SE Quadrant of Langford Rd. & Wilson Blvd. [Third Reading]**
- **06-19MA, Joe Clark, RU to GC (3.5 Acres), General Commercial, 01500-02-15, Corner of Dutch Fork Rd./Three Dog Road [Third Reading]**
- **06-26MA, Paul Levine, Copper Beech Townhomes, HI to RM-HD, Multi-Family Residential, 13607-02-01(p), Bluff Road and Southern Drive [Third Reading]**
- **06-02MA, William Burch, RU to GC, Transfer Yard, 02412-01-10, Dutch Fork Road & Gates Road [Third Reading]**
- **An Ordinance Amending Ordinance No. 038-06HR, Which Authorized Two Deeds to Forum Development II, LLC for Certain Parcels of Land Known as Lot 12 (approximately 9.665 acres) and Lot 28 (Approximately 2.713 Acres) in the Richland Northeast Industrial Park; so as to Delete Any Reference to Lot 28 [Second Reading]**
- **An Ordinance Authorizing An Amendment to the Master Agreement Governing the I-77 Corridor Regional Industrial Park By and Between Richland County, South Carolina and Fairfield County, South Carolina, in Order to Expand the Boundaries of the Park to Include Certain Property Owned by Vulcan Construction Materials, L.P. and other Matters Related Thereto [Second Reading]**

The vote in favor was unanimous.

THIRD READING ITEMS

Budget Amendment: Sheriff's Department Administrative Fee – Mr. McEachern moved, seconded by Ms. Dickerson, to approve the ordinance on page 38 of the distributed agenda. The vote in favor was unanimous.

SECOND READING ITEMS

Ordinance Authorizing Development Agreement with Bright-Myers 2001, LLC – Ms. Scott moved, seconded by Ms. Dickerson, to approve this item. A discussion took place.

Ms. Scott withdrew the motion.

Ms. Dickerson moved, seconded by Mr. Pearce, to approve this item. A discussion took place.

Ms. Scott abstained. The vote was in favor.

06-09MA, Bright-Myers 2001, LLC, Robert Fuller, M-1 & RU to GC, Walmart & Associated Development, 17400-11-03 & 14781-04-14/13/12, NW Quadrant of Killian Road & I-77 – Mr. Livingston moved, seconded by Mr. Montgomery, to approve this item. A discussion took place.

Ms. Scott abstained. The vote was in favor.

An Ordinance Extending the Moratorium on Either the Approval or Denial of Floodplain Management Permits for Development or Construction Within a Portion of the Congaree River Floodplain – Ms. Hutchinson moved, seconded by Mr. McEachern, to approve this item. The vote in favor was unanimous.

RTA's Request – Mr. Livingston moved, seconded by Ms. Scott, to give First Reading approval by title only to an ordinance recommended by the RTA Board. A discussion took place.

Ms. Scott called for the question. The vote in favor was unanimous.

The vote in favor of the original motion was unanimous.

Mr. Montgomery moved, seconded by Mr. Jeter, to give First Reading approval to an ordinance to amend the upcoming FY2007 budget to create a mass transit fee of \$30.00 for each automobile registered in Richland County in the coming budget year. The estimated revenue will be \$7,680,000 and \$7,500,000 would be earmarked to fund the CMRTA with the following provisos and requirements: the City of Columbia must continue to fund \$1,000,000 per year; part of the funds would be used to employ a full-time transportation planner in the County Planning Department to not only address the County's mass transit needs, but highway needs and to evaluate appropriately what needs to be done from a standpoint of overall transportation planning in the County development; to have Richland County Council employ an appropriate mass transit expert to consult with them on dealing with this issue and on building a long-term future plan; the City of Columbia, Lexington County, Cayce, West Columbia, Forest Acres, Blythewood, Irmo and other potential participating municipalities be offered the opportunity to participate if they are going to subscribe and step up to the bar; this proposal and this fee would be contingent upon the County and CMRTA entering into an intergovernmental MOU to be approved by Council, which would deal with the use of those funds and the long-term strategy; and it would also be contingent and a stipulation be included in the MOU that there would be no route cuts or adverse effects in Richland County and the cuts that they have proposed and promised if funding did not apply would occur in Lexington County unless Lexington County or agencies in Lexington County came up with pro-rata funding equivalent proportionally to what Richland County is funding.

A discussion took place. Ms. Scott called for the question, seconded by Mr. Livingston. The vote in favor was unanimous.

The vote in favor of the motion was unanimous.

Mr. Livingston moved, seconded by Ms. Scott, to give First Reading approval by title only to create a millage agency, and to set up a transportation work session, and to instruct the Administrator to identify a funding source for \$10,000 and ask the City of Columbia to contribute \$10,000 to retain the services of a transportation consultant to assist during this process. A discussion took place. The vote in favor was unanimous.

REPORT OF RULES AND APPOINTMENTS COMMITTEE

I. NOTIFICATION OF VACANCIES ON BOARDS, COMMISSIONS, AND COMMITTEES

- a. **Board of Assessment Appeals—1** – Mr. McEachern stated the committee recommended for staff to advertise the vacancy. The vote in favor was unanimous.
- b. **Community Relations Council—2** – Mr. McEachern stated the committee recommended for staff to advertise the vacancies. The vote in favor was unanimous.

II. NOTIFICATION OF APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES

- a. **Building Codes Board of Assessment and Appeals—3** – Mr. McEachern stated there were three applicants and three vacancies. The committee's recommendation was to appoint Michael Lowman, Greg Mackie and Tammy St. Clair. The vote in favor was unanimous.

III. ITEMS FOR DISCUSSION

- a. **Amending the Ordinance Requirements Regarding Residence for Members of the Planning Commission** – Mr. Montgomery stated that the committee's recommendation was to amend the ordinance to include the following requirements: the applicants must reside in Richland County, add the proviso that in naming members of this body to fill vacancies the Council shall give due consideration as to whether applicants live in the incorporated or unincorporated area of the County and the application form shall be amended to require the submission of this information by the applicant.

The vote in favor was unanimous.

- b. **Amending the Ordinance Requirements Regarding Residence for the Members of the Board of Zoning Appeals** – Mr. Montgomery stated that the committee's recommendation was to amend the ordinance to include the following requirements: the applicants must reside in Richland County, add the proviso that in naming members of this body to fill vacancies the Council shall give due consideration as to whether applicants live in the incorporated or unincorporated area of the County and the application form shall be amended to require the submission of this information by the applicant.

The vote in favor was unanimous.

- c. **Time Frame for Administrator to Make Recommendations after Receiving Recommendation from Grievance Committee** – Mr. McEachern stated the committee's recommendation was that the Administrator has up to 20 days to make a recommendation to Council once the Administrator receives the Grievance Committee's recommendation. The vote in favor was unanimous.
- d. **Update on Electronic Agenda** – Mr. McEachern stated that the \$75,000 for this was included in the budget and that IT will be providing a timetable. This item was received as information.

APPROVAL OF RESOLUTIONS

A Resolution to Appoint and Commission Brandon C. Hooker, Thomas L. Smith, Jr., and Ceff R. Kennedy as Code Enforcement Officers for the Proper Security, General Welfare, and Convenience of Richland County – Mr. Montgomery moved, seconded by Mr. McEachern, to approve this item. The vote in favor was unanimous.

A Resolution to Appoint and Commission Jimmy C. Montgomery as a Code Enforcement Officer for the Proper Security, General Welfare, and Convenience of Richland County –

Mr. Montgomery moved, seconded by Mr. Jeter, to approve this item. The vote in favor was unanimous.

CITIZEN'S INPUT

Mr. Richard Evans spoke regarding Detention Center Officers' pay.

Mr. Sheldon Rice spoke regarding primary voting difficulties.

REPORT OF COUNTY ATTORNEY FOR EXECUTIVE SESSION ITEMS

Mr. Pearce moved, seconded by Mr. Montgomery, to go into Executive Session. The vote in favor was unanimous.

=====
Council went into Executive Session at approximately 8:02 p.m. and came out at approximately 8:30 p.m.
=====

Mr. Montgomery moved, seconded by Mr. McEachern, to come out of Executive Session. The vote in favor was unanimous.

- a. **Contractual Matter: Farrow Road Recreational Facility Property Purchase –**
No action was taken.
- b. **Contractual Matter: Rowing Center Property Purchase –** No action was taken.
- c. **Contractual Matter: Owens Field Update –** No action was taken.
- d. **Personnel Matter: 2006 Clerk's Evaluation –** No action was taken.

MOTION PERIOD

Rules for Presentation Before Council! – Mr. Montgomery referred to the Rules & Appointments Committee the review of the rules regarding presentations before Council and to have the committee consider imposing a rule that presentations are for informational purposes and not for funding requests and bring a recommendation back to Council.

Mr. Mizzell stated that the Midlands Technical College Northeast Enterprise Campus has requested a work session for the week of July 17 or July 24.

ADJOURNMENT

The meeting adjourned at approximately 8:37 p.m.

Anthony G. Mizzell, Chair

L. Gregory Pearce, Jr. Vice-Chair

Doris M. Corley

Joyce Dickerson

Valerie Hutchinson

Damon Jeter

Paul Livingston

Joseph McEachern

Mike Montgomery

Bernice G. Scott

Kit Smith

The minutes were transcribed by Michelle M. Onley

MINUTES OF



**RICHLAND COUNTY COUNCIL
REGULAR SESSION
TUESDAY, JUNE 22, 2006
6:00 p.m.**

In accordance with the Freedom of Information Act, a copy of the agenda was sent to radio and TV stations, newspapers, persons requesting notification, and was posted on the bulletin board located in the lobby of the County Administration Building.

MEMBERS PRESENT:

Chair	Anthony G. Mizzell
Vice Chair	L. Gregory Pearce, Jr.
Member	Valerie Hutchinson
Member	Joseph McEachern
Member	Mike Montgomery
Member	Bernice G. Scott
Member	Damon Jeter
Member	Paul Livingston
Member	Joyce Dickerson
Absent	Doris Corley
	Kit Smith

OTHERS PRESENT: Michielle Cannon-Finch, Milton Pope, Tony McDonald, Angie McInchok, Roxanne Matthews, Joe Cronin, Larry Smith, Teresa Smith, Harry Huntley, Chief Harrell, Stephany Snowden, Kendall Johnson, Jennifer Dowden, Audrey Shifflett, James Hayes, Monique Walters, Michelle Onley

CALL TO ORDER

The meeting was called to order at approximately 6:02 p.m.

INVOCATION

The Invocation was given by the Honorable Joseph McEachern

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by the Honorable Joseph McEachern

ADOPTION OF AGENDA

Mr. Pearce moved, seconded by Ms. Scott, to amend the agenda to add the Columbia Housing Authority letter of support. The vote in favor was unanimous.

Mr. Montgomery moved, seconded by Ms. Hutchinson, to adopt the agenda as amended. The vote in favor was unanimous.

ITEMS FOR ACTION

Columbia Housing Authority Letter of Support in Regard to Allen-Benedict Court Revitalization – Mr. Bobby Gist and Ms. Pat Noble briefed Council on the Columbia Housing Authority's plans for revitalizing Allen-Benedict Court.

A discussion took place.

Mr. Jeter moved, seconded by Mr. Pearce, to refer this item to the June 27th A&F Committee meeting and to schedule a Special Called meeting immediately following the June 27th Zoning Public Hearing.

POINT OF PERSONAL PRIVILEGE – Mr. Mizzell acknowledged that School District II Chairman Bill Fleming, Dr. Jasper Salmond, Wendy Brawley, Paul Brawley—Auditor Elect, and Norman Jackson—Councilman Elect were in the audience.

3rd Reading FY 2006-2007 Budget

Mr. Harry Huntley gave a brief overview of the millage projections based on the 3rd Reading of the budget.

Mr. Livingston moved, seconded by Ms. Dickerson, to approve this item as amended. The vote was in favor.

Mr. Livingston moved, seconded by Ms. Scott, to reconsider this item. The motion failed.

Richland School District One – Ms. Scott moved, seconded by Ms. Dickerson, to approve \$149,722,082 for this item.

<u>In favor</u>	<u>Oppose</u>
McEachern	Montgomery
Jeter	Pearce
Livingston	Mizzell
Scott	Hutchinson
Dickerson	

The vote was in favor.

Richland School District Two – Mr. Montgomery moved, seconded by Mr. McEachern, to fund this item at a rate of \$100.00 per pupil above the maintenance of effort, which would be an increase of \$2,206,400 that would have an effect of 5.6 mills on the taxpayer in Richland II. The total funding would be \$80,012,448.

Mr. Livingston made a substitute motion, seconded by Ms. Scott, to approve \$80,275,760 for this item. A discussion took place.

Ms. Dickerson called for the question, seconded by Ms. Scott. The vote in favor was unanimous.

<u>In favor</u>	<u>Oppose</u>
Jeter	Montgomery
Livingston	McEachern
Scott	Pearce
Dickerson	Mizzell
	Hutchinson

The substitute motion failed.

The vote on the main motion was in favor.

Library – Mr. Jeter moved, seconded by Ms. Scott, to approve \$16,331,228 for this item.

<u>In favor</u>	<u>Oppose</u>
McEachern	Montgomery
Jeter	Mizzell
Pearce	Livingston
Hutchinson	
Scott	
Dickerson	

The vote was in favor.

Midlands Technical College–Capital (approve funding level @ 1 mill based on updated mill values) – Mr. Livingston moved, seconded by Ms. Scott, to approve this item. The vote in favor was unanimous.

Midlands Technical College–Capital Debt Service (approve funding level @ .5 mill based on updated mill values) – Mr. Livingston moved, seconded by Ms. Scott, to approve this item. The vote in favor was unanimous.

Conservation Commission (approve funding level @ .5 mill based on updated mill values) – Mr. Montgomery moved, seconded by Mr. McEachern, to approve this item. The vote in favor was unanimous.

Neighborhood Redevelopment (approve funding level @ .5 mill based on updated mill values) – Mr. Montgomery moved, seconded by Mr. McEachern, to approve this item. The vote in favor was unanimous.

Accommodations Tax – Mr. Livingston moved, seconded by Ms. Scott, to approve Mr. Livingston's proposed recommendations list which totals \$497,000. A discussion took place.

The vote was in favor.

Roads & Drainage – Mr. McEachern made a substitute motion, seconded by Mr. Montgomery, to not increase the road maintenance fee by \$5.00. A discussion took place.

The motion failed.

Livingston offered an amendment to include the requested positions. Mr. Mizzell accepted the amendment.

The vote was in favor.

Hospitality Tax – Mr. Livingston moved, seconded by Mr. Pearce, to approve Mr. Livingston's proposed recommendations list. A discussion took place.

Mr. Mizzell made a substitute motion, seconded by Mr. Livingston, to approve the amended recommendations list with the additional funds being allocated as follows: \$15,000—Palmetto Capital City Classic, \$10,000—Capital City/Lake Murray Country RTB, \$ 2,000—Spring Valley HS/Taco Bell Track & Field Classic, \$10,000—Cultural Council of Richland & Lexington Counties, \$ 1,000—Chic-fil-a Classic. A discussion took place.

Mr. Livingston called for the question, seconded by Mr. Jeter. The vote in favor was unanimous.

<u>In favor</u>	<u>Oppose</u>
McEachern	Montgomery
Jeter	Hutchinson
Pearce	
Mizzell	
Livingston	
Scott	
Dickerson	

The vote on the substitute motion was in favor.

Hospitality Tax – (Amend the H-Tax ordinance providing an annual growth of 3% or less based on fund trend for prescribed agencies.) – Mr. Livingston moved, seconded by Mr. Pearce, to table this item. The vote in favor was unanimous.

Hospitality Tax (approve funding allocation) – Mr. McEachern moved, seconded by Ms. Scott, to accept the Administrator’s recommendation. A discussion took place.

Mr. Livingston made a substitute motion, seconded by Mr. Mizzell, to allow the Sheriff’s vehicles to remain where they are in the budget.

Mr. Livingston withdrew his motion.

<u>In favor</u>	<u>Oppose</u>
Montgomery	Pearce
McEachern	Mizzell
Jeter	Livingston
	Hutchinson
	Scott
	Dickerson

The motion failed.

Detention Center Funding – Ms. Scott moved to add \$904,096 to the Detention Center budget from the General Fund for Detention Center Officers’ pay increases. The motion failed for the lack of a second.

Detention Center Funding – Ms. Scott moved, seconded by Ms. Dickerson, to add \$904,091 to the Detention Center budget from the General Fund for Detention Center Officers’ pay increases. A discussion took place.

Ms. Scott called for the question, seconded by Ms. Dickerson. The vote in favor was unanimous.

The motion failed.

Hopkins Magistrate Funding Request – Ms. Scott moved, seconded by Ms. Dickerson, to add \$10,050 to the Hopkins Magistrate budget from the General Fund.

Ms. Scott withdrew her motion.

MOTION PERIOD

Resolution for Dr. Helen Baylor – Ms. Scott moved to adopt a resolution without reference for Dr. Helen Baylor. The vote in favor was unanimous.

Resolution for Bronze Medal Recipient – Mr. McEachern moved to adopt a resolution without reference for one of his constituents that received a Bronze Medal in the Iraqi War. The vote in favor was unanimous.

Mr. Huntley briefed Council on the property tax relief legislation that will take effect June 2007.

ADJOURNMENT

Mr. McEachern moved, seconded by Mr. Pearce, to adjourn the meeting at approximately 8:20 p.m. The vote in favor was unanimous.

Anthony G. Mizzell, Chair

L. Gregory Pearce, Jr., Vice-Chair

Doris M. Corley

Joyce Dickerson

Valerie Hutchinson

Damon Jeter

Paul Livingston

Joseph McEachern

Mike Montgomery

Bernice G. Scott

Kit Smith

The minutes were transcribed by Michelle M. Onley

MINUTES OF



RICHLAND COUNTY COUNCIL ZONING PUBLIC HEARING TUESDAY, JUNE 27, 2006 7:00 p.m.

In accordance with the Freedom of Information Act, a copy of the agenda was sent to radio and TV stations, newspapers, persons requesting notification, and was posted on the bulletin board located in the lobby of the County Administration Building.

MEMBERS PRESENT:

Chair	Anthony G. Mizzell
Vice-Chair	L. Gregory Pearce, Jr.
Member	Joyce Dickerson
Member	Valerie Hutchinson
Member	Paul Livingston
Member	Joseph McEachern
Member	Bernice G. Scott
Member	Mike Montgomery
Member	Doris Corley
Member	Damon Jeter
Absent	Kit Smith

OTHERS PRESENT: Michielle Cannon-Finch, Milton Pope, Amelia Linder, Anna Almeida, William Simon, Geo Price, Suzie Haynes, Stephany Snowden, Kendall Johnson, Jennifer Dowden, Joe Cronin, Susan Britt, Michael Criss, Monique Walters, Michelle Onley

CALL TO ORDER

The meeting was called to order at approximately 7:02 p.m.

ADDITIONS/DELETIONS TO AGENDA – Ms. Almeida stated there was a correction on Case 06-21MA on page 6. In the third to last paragraph, the meeting date should be noted as June 5, 2006 and the third line down after

County Council should read: recommends that County Council deny project 06-21.

Mr. Montgomery moved, seconded by Mr. Pearce, to adopt the agenda as amended. The vote in favor was unanimous.

MAP AMENDMENTS

06-21MA, Harold Pickrel, RU to RS-MD, 33 Acres, Residential Subdivision, 17500-03-32 (p), West Side of Longtown Rd. @ Holly Ridge

Mr. Mizzell opened the floor to the public hearing.

Mr. Harold Pickerel spoke in favor of this item.

Mr. Solomon Werdenie, Ms. Doris Lighty, Ms. Gloria Cannon, Ms. Willer D. Boozer and Mr. Stanley Gates spoke against this item.

The floor to the public hearing was closed.

A discussion took place.

Mr. McEachern moved, seconded by Ms. Dickerson, to approve the re-zoning request for First Reading with the stipulation that the developer work with staff and the community to work out an agreement. The vote was in favor.

06-18MA, Brant Taylor, RM-MD to GC, 9.2 Acres, Commercial Warehouse, 22601-01-03, Percival Road Near Inglesby Drive

Mr. Mizzell opened the floor to the public hearing.

The citizen signed up in favor of this item declined to speak at this time.

The floor to the public hearing was closed.

Ms. Scott moved, seconded by Ms. Dickerson, to approve the re-zoning request for First Reading. The vote in favor was unanimous.

06-24MA, Pennsbury Reserve II (Steve Corboy), M-1 to PDD, 58.5 Acres, Single Family Subdivision, 14900-01-02 (p), Inside Northpoint Business Park

Mr. Mizzell opened the floor to the public hearing.

Mr. Steve Conroy, Mr. Michael Nieri, Mr. Ed Eubanks, Mr. Rick Maxheimer, Mr. Mr. Mike Ridgeway, Mr. John Hall, Ms. Maureen Swindoll, Mr. Buddy Lewis, Mr. Tom Margle, and Mr. Eric Bland spoke in favor of this item.

Mr. Mike Finnegan, Ms. Debbie Benson, Mr. Charles Craighill, Mr. David Sjolund, Mr. John Vertej, Mr. Todd Henry, Mr. Don Harrison, Mr. Steve McCullough, Mr. Jim Lentz, Mr. Alex Schisecg, Mr. Bob McLendon, Mr. Edward Kluiters and Mr. Pete Amoth spoke against of this item.

The floor to the public hearing was closed.

A discussion took place.

Mr. McEachern moved, seconded by Ms. Hutchinson, to deny the re-zoning request. Ms. Scott abstained. The vote was in favor.

06-25MA, Crawford Knoll (Brant Taylor), RS-MD to PDD, 85 Acres, Single Family S/D and Office Commercial, 11807070-27 & 11806-02-06/07/08/09/02/05 & 11806-06-04, East Side of Fairfield Rd. @ Crawford Rd.

Mr. Mizzell opened the floor to the public hearing.

The citizen signed up against this item declined to speak at this time.

The floor to the public hearing was closed.

Mr. McEachern moved, seconded by Mr. Jeter, to deny the re-zoning request. The vote was in favor.

06-27MA, Chinese Cultural Center, 5.1 Acres, M-1 to GC, Chinese Culture Activity Center, 16104-02-13, 1217 Pineview Drive

Mr. Mizzell opened the floor to the public hearing.

No one signed up to speak.

The floor to the public hearing was closed.

Ms. Scott moved, seconded by Ms. Corley, to approve the re-zoning request for First Reading. The vote was in favor.

06-29MA, Martin Moore, NC to OI, 10 Acres, Professional Office Park, 20200-01-18, Clemson Rd. Across from Killian Elementary School

Mr. Mizzell opened the floor to the public hearing.

The citizen signed up in favor of this item declined to speak at this time.

The floor to the public hearing was closed.

Ms. Dickerson moved, seconded by Mr. Pearce, to approve the re-zoning request for First Reading. The vote in favor was unanimous.

06-31MA, Mungo Company, RS-LD to NC, 5.5 Acres, Neighborhood Commercial, 24700-02-08 (p), E Side of Lower Richland Blvd. ¼ Mile south of US 378

Mr. Mizzell opened the floor to the public hearing.

No one signed up to speak.

The floor to the public hearing was closed.

Ms. Scott moved, seconded by Ms. Dickerson, to approve the re-zoning request for First Reading. The vote in favor was unanimous.

POINT OF PERSONAL PRIVILEGE – Ms. Scott acknowledged that Mr. and Mrs. McGregor from Lower Richland were in the audience.

06-34MA, 24/7 Bonding Co. Inc., RS-HD to NC, 3.2 Acres, Neighborhood Commercial, 13416-01-01, Atlas Rd. at Bluff Rd.

Mr. Mizzell opened the floor to the public hearing.

Mr. Willie Washington and Mr. Stephen Benjamin spoke in favor of this item.

Mr. William Keitt spoke against this item.

The floor to the public hearing was closed.

A discussion took place.

Ms. Scott moved, seconded by Mr. Jeter, to approve the re-zoning request for First Reading. The vote in favor was unanimous.

06-36MA, Jon Williams, HI to RM-MD, 26.45 Acres, Residential Multi Family, 13607-02-01, SW Corner of Shop Rd. & Mauney Dr.

Mr. Mizzell opened the floor to the public hearing.

The citizen signed up in favor of this item declined to speak at this time.

The floor to the public hearing was closed.

Ms. Scott moved, seconded by Ms. Corley, to approve the re-zoning request for First Reading. The vote in favor was unanimous.

ADJOURNMENT – Mr. Pearce moved, seconded by Ms. Dickerson to adjourn. The meeting adjourned at approximately 8:32 p.m.

Submitted respectfully by,

Anthony Mizzell
Chair

The minutes were transcribed by Michelle M. Onley

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ___-06HR

AN ORDINANCE AUTHORIZING A DEVELOPMENT AGREEMENT BETWEEN RICHLAND COUNTY, SOUTH CAROLINA AND BRIGHT-MYERS 2001, LLC, AND OTHER MATTERS RELATED THERETO.

WHEREAS, the South Carolina Local Government Development Agreement Act, South Carolina Code Annotated, Title 6, Chapter 31 (1976), as amended (the “Act”), authorizes local governments to enter into development agreements with a developer as therein defined; and

WHEREAS, Bright-Myers 2001, LLC (the “Owner”) is the owner of certain land in northeast Richland County and wants to develop a retail shopping center and other commercial uses; and

WHEREAS, the County has determined that the coordinated development of this tract of approximately 40 acres will assist in the County’s planning for suitable growth in northeast Richland County, consistent with the comprehensive plan; and

WHEREAS, pursuant to the Act, the County is authorized to enter into binding development agreements with certain persons having legal or equitable interests in real property; and

WHEREAS, the County and the Owner have now concluded their negotiations with respect to the terms for a development agreement for Bright-Myers 2001, LLC;

NOW, THEREFORE, pursuant to the authority granted by the Constitution of the State of South Carolina and the General Assembly of the State of South Carolina, BE IT ENACTED BY THE COUNTY COUNCIL FOR RICHLAND COUNTY:

SECTION I. The development agreement between Richland County, South Carolina and Bright-Myers 2001, LLC, a copy of which is attached hereto and incorporated herein, is hereby approved, and the chair of County Council is authorized to execute same.

SECTION II. Severability. If any section, subsection, or clause of this Ordinance shall be held by a court of competent jurisdiction to be unconstitutional or otherwise invalid, such finding shall not affect the validity of the remaining sections, subsections, and clauses of this Ordinance.

SECTION III. Conflicting Ordinances Repealed. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION IV. Effective Date. This Ordinance shall be enforced from and after _____, 2006.

RICHLAND COUNTY COUNCIL

BY: _____
Anthony G. Mizzell, Chair

ATTEST this the _____ day of
_____, 2006

Michielle R. Cannon-Finch
Clerk of Council

First Reading:	April 18, 2006
First Public Hearing:	June 20, 2006
Second Reading:	June 20, 2006
Second Public Hearing:	July 11, 2006 (tentative)
Third Reading:	July 11, 2006 (tentative)

WHEREAS, the Owner has effected zoning upon the Property in such manner as to limit the gross area for various specified uses within the total land area of the Property; it is Owner's intention to further confirm, designate and limit the Property to uses typical to and compatible with large, high traffic retail shopping centers in the manner herein particularized by reference to uses generally permitted within the district classification GC (General Commercial) of the County's Land Development regulations (Chapter 26 of the Richland County Code of Ordinances); and

WHEREAS, the County seeks to protect and preserve the natural environment and to secure for its citizens quality, well planned and designed developments, and a stable and viable tax base; and

WHEREAS, the County finds that the program of development proposed by the Owner for its Property is consistent with the County's comprehensive land use plan and will further the health, safety, welfare, and economic well being of the County and its residents; and

WHEREAS, the Owner's program for development of the Property presents an opportunity for the County to secure quality planning and growth, thoughtful concern for the environment, and a strengthened tax base, all in accordance with the county's vision plan; and

WHEREAS, this Development Agreement is being made and entered between the Owner and the County, under the terms of the Act, for the purpose of providing assurances to the Owner that it may proceed with its development plans under the terms hereof, without encountering future changes of law which materially adversely affect the Owner's ability to develop under its plans, and for the purposes of providing important protection to the natural environment and long term financial stability and a viable tax base to the County of Richland;

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, and other good and valuable consideration, including the potential economic benefits to both the County and the Owner of entering into this Agreement, and to encourage well planned developments in the County, the receipt and sufficiency of such consideration being hereby acknowledged, the County and the Owner hereby agree as follows:

1. **INCORPORATION.** The above recitals are hereby incorporated into this Agreement, together with the South Carolina General Assembly findings as set forth under Section 6-31-10 (B) of the Act.
2. **DEFINITIONS.** As used herein, the following terms mean:

"Act" means the South Carolina Local Government Development Agreement Act, as codified in Sections 6-31-10 through 6-31-160 of the Code of Laws of South Carolina (1976), as amended.

"Agreement" means this Development Agreement, including the recitals and exhibits attached hereto.

“Common Property” means “Common Property” as that term is defined under an Association’s Covenants. The designation of any land and/or improvements as Common Property shall not mean or imply that the public at large acquires any easement of use or enjoyment therein unless that intent is clearly expressed by the context.

“County” means the County of Richland, a political subdivision of the State of South Carolina.

“County Council” or “Council” means the elected governing body of the County of Richland.

“Covenants” or “Declaration” means and refers to the Declaration of Restrictive and Protective Covenants for the Property recorded in the ROD Office for Richland County and all amendments and supplements thereto that apply to the Property.

“Developer” means the Owner and all successors in title or lessees of Owner who undertake Development of the Property or to whom Development Rights are transferred.

“Development” means the planning for or carrying out of building activity or site work, or the dividing of land into parcels, and is intended by the Parties to include all uses of, activities upon or changes to the Property as are authorized by this Agreement.

“Development Agreement Ordinance” means the ordinance adopted by the County on _____, 2006, approving this Development Agreement (Ordinance No. ____-06HR).

“Development Parcel” means any parcel of land on which Development may occur, including platted Lots and unplatted parcels.

“Development Permit” includes a building permit, zoning permit, subdivision approval, zoning certification, special exception, variance, certificate of occupancy, or any other official action of the County having the effect of permitting the Development or use of property.

“Development Rights” means Development undertaken by the Owner(s) or Developer(s) in accordance with this Development Agreement.

“DHEC” means the South Carolina Department of Health and Environmental Control (and any successor entity).

“Facilities” means major capital or community improvements including, but not limited to, transportation, sanitary sewer, solid waste, drainage and potable water. The Owner and the County, respectively, are responsible for only those specific Facilities that Owner and County expressly undertake to provide in this Agreement.

“Finished Grade” means the finished ground level adjoining the building at all exterior walls.

“Gross Leasable Area” (“GLA”) or “Gross Commercial Footage” means total floor area for which a tenant pays rent or that is designed for an owner’s or a tenants’ occupancy and exclusive use. Said floor area does not include public or common areas, such as utility rooms and stairwells. GLA or Gross Commercial Footage shall be counted toward the square footage caps in Section 14.

“Height” means the average finished ground elevation at the base of the structure to the highest point of the roof structure; provided that spires, belfries, cupolas, chimneys, antennas, water tanks, ventilators, elevator housing mechanical equipment, or other such structures placed above the roof level and not intended for human occupancy shall not be subject to height limitations.

“Impervious Surface” means a surface that does not permit the absorption of storm water into the ground.

“Land Development Regulations” means ordinances and regulations enacted by the County Council for the regulation of any aspect of Development and includes, but is not limited to, zoning, rezoning, subdivision, building construction, occupancy, aesthetic, environmental, road, or sign regulations, or any other regulations controlling the Development or use of property.

“Laws” means all ordinances, laws, and regulations adopted by a local, state, or federal governing body affecting the Development of property and includes, without being limited to, those governing permitted uses of property, density, design, improvement, and construction standards and specifications.

“Lot” means a means a parcel of land clearly defined by plat or by metes and bounds description and held or intended to be held in separate lease or ownership; or in context of this Agreement, a specifically defined or described Development Parcel identified as a “Lot”.

“Owner” or “Property Owner” means Bright-Myers 2001, LLC, or, where the context requires, a successor in title to the Owner.

“Parties”, unless otherwise specified in context, are the Owner and the County.

“Planning Commission” means the Richland County Planning Commission (and any successor entity).

“Project” means the Development that has occurred and will occur on the Property described in Exhibit A and includes any improvements or structures customarily regarded as part of real property, unless otherwise clearly indicated by context of this Agreement.

“Property” or “Real Property” means those certain tracts of land constituting, in the aggregate, the 40± acres that is the subject of this Agreement and described in Exhibit A (of which property 38.2± acres is “highland” for purposes of the Act and this Agreement).

“SCDHPT” means the South Carolina Department of Highways and Public Transportation (and any successor entity).

“Setback” means the minimum distance by which any building or structure must be separated from lot lines of the lot on which it is located.

“Subdivision Plat” means a recorded or a recordable graphic description of property prepared and approved in compliance with the ordinances of the County of Richland with respect to the Property, or portions thereof, after the effective date of this Agreement.

“Term” means the duration of this Agreement as set forth herein.

“Tract” or “Parcel” or “Portion of the Property” means a more particularized area constituting less than the whole of the Property

“Vested Uses” means the general commercial uses described and authorized on any portion of the Property by this Agreement.

“Vested Commercial Footage” means all the Gross Leasable Area or Gross Commercial Footage authorized on any portion of the Property by this Agreement.

“Zoning Regulations” means the Richland County Land Development Code, effective July 1, 2005.

3. PARTIES. The Parties to this Agreement are the Owner and the County.

4. RELATIONSHIP OF THE PARTIES. This Agreement creates a contractual relationship between the County and the Owner. This Agreement is not intended to create, and does not create, the relationship of partnership, joint venture, or any other relationship wherein a Party may be held responsible for the acts of the other Party. Further, this Agreement is not intended to create, nor does it create, a relationship whereby one Party may be rendered liable in any manner for the debts or obligations of the other Party, to any person or entity whatsoever, whether such debts or obligations arise under this Agreement or outside of this Agreement.

5. WARRANTY OF OWNERSHIP. The Owner warrants that it is the sole owner-in-interest of 1.26± acres of the Property and is in the process of purchasing the remaining 38.43± acres of the Property from Columbia Northeast Associates and that there are no other legal or equitable Owners of the Property as of the effective date of this Agreement.

6. BENEFITS AND BURDENS. The County and the Owner agree that the burdens of this Agreement bind, and the benefits of this Agreement shall inure to, each of them and to their successors in interest.

7. CONSISTENCY WITH THE COUNTY'S COMPREHENSIVE LAND USE PLAN AND LAND DEVELOPMENT REGULATIONS. The County agrees and represents that this Agreement is consistent with the County's Comprehensive Land Use Plan and Land Development Regulations and with all applicable County ordinances (as of the date of this agreement), including, but not limited to: zoning, land development (subdivision), landscaping, storm water management, and interim zoning regulations, all of which are incorporated herein by reference.

8. LEGISLATIVE ACT. This Agreement constitutes a legislative act of the County Council of Richland County. The County Council entered into this Agreement only after following procedures required by the Act and the adoption of the Development Agreement Ordinance No. ___-06HR This Agreement shall not be construed to constitute a debt of the County as referenced in S.C. Code Section 6-31-145. Nothing in this Agreement shall be deemed to be a pledge of the County's general credit or taxing powers.

9. APPLICABLE LAND USE REGULATIONS. Except as otherwise provided by this Agreement, the Act, or the Development Agreement Ordinance, the Laws applicable to Development of the Property that is subject to this Agreement are those in force at the time of execution of this Agreement. In accordance with Section 6-31-80 of the Act, the County shall not apply subsequently adopted Laws and Land Development Regulations to the Property or the Project unless the County has held a public hearing and has determined: (1) the proposed subsequent Laws or Land Development Regulations are not in conflict with the Laws or Land Development Regulations governing this Agreement and do not prevent the Development set forth in this Agreement in any way, including limiting its intensity, flexibility, completeness, practicality or increasing the cost of such Development; (2) the proposed subsequent Laws or Land Development Regulations are essential to the public health, safety, or welfare, and the proposed subsequent Laws or Land Development Regulations expressly state that they apply to a development that is subject to a development agreement; (3) the proposed subsequent Laws or Land Development Regulations are specifically anticipated and provided for in this Agreement; (4) that substantial changes have occurred in pertinent conditions existing at the time of approval of this Agreement which changes, if not addressed by the County, would pose a serious threat to the public health, safety, or welfare; or (5) the provisions of this Agreement are based on substantially and materially inaccurate information supplied by the Owner.

10. BUILDING CODES AND OTHER SUCH REGULATIONS. In accordance with Section 6-31-160 of the Act, and notwithstanding any provision which may be construed to the contrary in this Agreement, the Owner must comply with any building, housing, electrical, plumbing and gas codes subsequently adopted by the County or other governmental entity, as authorized by the South Carolina Code. This Agreement shall not be construed to supersede or contravene the requirements of any building, housing, electrical, plumbing and gas codes subsequently adopted by the County or other governmental entity, as authorized by the South

Carolina Code. The provisions of this Agreement are not intended, nor should they be construed in any way, to alter or amend the rights, duties and privileges of the County to exercise governmental powers and pass laws not applicable to Development of the Property including, but not limited to, the power of eminent domain and the power to levy and collect taxes.

11. TERM OF THE AGREEMENT. The term of this Agreement shall commence on the date this Agreement is executed by the County and the Owner and terminate five (5) years thereafter. Provided, however, the term of this Agreement may be extended for an additional five (5) years at the request of either party and with the consent of the non-requesting party. The party requesting the extension shall provide written notice to the other not more than one (1) year nor less than six (6) months prior to the expiration of the term. The non-requesting party shall respond in writing within thirty (30) days if it declines the extension of the term, in which event the term expires as herein provided. If the non-requesting party does not decline the extension, the term of this Agreement shall automatically be extended an additional five (5) years. Nothing in this Agreement shall be interpreted to preclude the Parties from extending the term by mutual agreement or from entering into subsequent development agreements, as permitted by the Act.

12. DEVELOPMENT OF THE PROPERTY. The Property shall be developed in accordance with this Agreement, which is consistent with the Zoning Regulations and Laws, as herein defined. The Property is intended to be developed in accordance with the development schedules, attached as Exhibit B. Pursuant to Section 6-31-60(B) of the Act, the failure of the Owner and Developers to meet the development schedules shall not, in and of itself, constitute a material breach of this Agreement, but shall be judged based upon the totality of circumstances, including, but not limited to, the good faith efforts made to attain compliance with the development schedules. Factors affecting a failure to meet the development schedules may include, but shall not be limited to, market conditions, availability of financing, competitive developments, and other circumstances beyond the Owner's control.

13. VESTED RIGHTS GOVERNING THE DEVELOPMENT OF THE REAL PROPERTY. Owner and Developers shall have vested rights to undertake Development of any or all of the Property in accordance with the Zoning Regulations and Laws, as defined herein, and as may be modified in the future pursuant to the terms hereof, in accordance with this Development Agreement and the Act, for the entirety of the Term or any applicable extension thereof. Future enactments of, or changes or amendments to, County ordinances, including zoning or development standards ordinances, which conflict with the Zoning Regulations and Laws shall apply to the Property only if permitted pursuant to the Act.

Vested Rights. Subject to the provisions of Section 9 of this Agreement, all rights accorded the Owner by this Agreement shall immediately constitute vested rights for the Development of the Property. Section 9 of this Agreement does not abrogate any rights either preserved by Section 6-31-140 of the Act, or that may have vested pursuant to common law or otherwise in the absence of a development agreement.

14. VESTED RIGHTS AS TO PERMITTED USES FOR THE TRACTS.

A. The development uses permitted on the Property will be as follows:

All 40± acres of the Property are zoned for general commercial uses pursuant to GC (General Commercial) zoning district classifications, as herein limited;

B. Within such classification, the uses, building intensities and height shall be as follows:

(1) GC Retail

Total retail shop space, shall not exceed 240,000 square feet plus or minus 10%. Not more than 3 free standing retail structures shall be permitted as follows:

- (a) Not more than one retail structure in excess of 205,000 square feet, plus or minus 10%
- (b) Not more than 2 multi-tenant retail structures between 10,000 square feet and 25,000 square feet, plus or minus 10%.

(2) GC Outlots

- (a) Total outlot units, including office uses permitted in GC zoning districts, shall not exceed 25,000 square feet, plus or minus 10%.
- (b) Not more than two (2) freestanding single tenant non-retail structures shall be permitted on the two(2) GC Outlots at the southeastern corner of the Property.

C. Except as otherwise limited and specified herein, height restrictions on buildings subject to this Development Agreement will follow the applicable height provisions currently controlling development within the GC zoning district classification of the Richland County Land Development Code as applicable to general development.

(1) GC Height

- (a) The primary large single tenant retail structure shall not exceed 35 feet in height, and other retail structures shall not exceed 35 feet in height.
- (b) Within 100 feet of the Killian Road right-of-way line no structure in the GC retail or non-retail classification shall exceed 35 feet in height.

(c) No structure within the Property shall exceed the height permitted by the zoning regulations.

D. Population density on the Property is estimated, as follows:

- (1) Retail uses, approximately 5 employees per 1,000 square feet. The customer population is anticipated to be typical of what is permitted in the zoning ordinance;
- (2) Office and other commercial uses, approximately 10 persons per 1,000 square feet;
- (3) Dwelling units - Not applicable.

Provided, however, specific population projections are expected to vary, dependent upon time and seasonal considerations for all commercial uses. Such variables and details cannot be accurately projected at the inception of this Agreement, but may constitute a relevant part of the annual review process provided for by the Act and this Agreement.

E. The following minimum set-back requirements are established for the Property:

- (1) No building shall be erected within: (i) 25 feet of the right-of-way line of the Interstate Highway 1-77 (East boundary of the Property); (ii) 25 feet of the right-of-way line of Killian Road; or (iii) 50 feet of the west property boundary adjacent to residential properties zoned RU (Rural).
- (2) No paving, other than driveway entrances, or parking lots shall be permitted within 10 feet of the right-of-way line of Killian Road or within 16 feet of the west property boundary adjacent to the residential properties zoned RU.

Provided, however, the set-back restrictions herein stated are acknowledged by Developer and County to be the minimums related to the specified lot lines and that the stated minimums shall not be the typical or normative standard utilized by Developer in the overall site development, or for the specified lot lines.

- (3) Landscaping buffers and landscaping features within the required set-backs hereinabove prescribed will be under primary superintendence of the Owner. Landscaping of the said buffers and set-backs will be consistent with the requirements of the Richland County Land Development Code. Wherever a situation shall occur within the Property, whether in a setback area or within individual land parcels within the Property, for which installation of fences, berms, or berm walls are typically required, there shall be no requirement for fences, berms, or berm walls, provided that plant materials sufficient to accomplish the

same architectural and aesthetic purpose of such structures shall be installed. Landscaping requirements for the remainder of the Property, unless otherwise specified by this Agreement, will be in conformity with the existing requirements of the GC zoning district classification and in conformity with the provisions of Section 26-176 of the Richland County Land Development Code, as applicable, at inception of this Agreement.

- F. Greenspace within the interior of the developed Property site (landscape islands, strip islands between retail shop buildings and the primary parking lot, etc.) will be approximately 2.3 acres.

Undisturbed areas within the delineated wetlands and the 100 year flood plain along the northern perimeter of the site will be approximately 1.50 acres.

All other "green" and pervious areas on the development site, including the entire detention pond [which will permanently hold water] near the northern property boundary, the bufferyards against the eastern and western edges of the site, and the streetyards along the Killian Road and I-77 right-of-way will be approximately 11.50 acres.

The aggregate area of greenspace across the Property site, as indicated, is approximately 15.13 acres, or approximately 37.8% of the total area of the Property. [NOTE: Some additional greenspace will exist within the interior portions of the two outlots based upon final site plans for the outlot development.]

- G. Owner and the County agree to prescribe and limit the Property to two (2) traffic access points on Killian Road. Turn lanes and other traffic handling and road improvements, including signalization of two (2) intersection points shall be constructed by Owner on Killian Road in conjunction with the indicated access points to the Property, as are more fully described on Exhibit C hereto. Final plans for all such matters of design and construction will be subject to approval by SCDHPT and the Richland County Engineer.

15. VESTED RIGHTS GOVERNING THE DEVELOPMENT OF THE TRACTS.

- A. Building Development Standards and Design Standards. Except as otherwise specified or limited by this Agreement, minimum Lot area, Lot size, Lot width, Lot depth, Lot coverage, setback and yard requirements shall be in accord with the provisions of the GC zoning district classifications, subject to reasonable adjustment by the Owner and subject to review by the County for consistency with the development plans for the Property. The Owner shall establish limitations for total ground coverage applicable to all impervious surfaces, including building foot prints, decks, walkways, parking and circulation areas, etc.; provided the same shall not exceed the aggregate building densities as prescribed by this Agreement, which provisions shall be subject to review by the County for consistency with the development plans for the Property as provided for by this Agreement.

- B. Aesthetics. The design of the Development of the Property shall be governed by the Owner directly or through an ARC. Owner shall provide renderings of the proposed major retail building for review prior to the effective date of this Agreement. Owner shall not be required to obtain the consent of, nor submit to review by, any other aesthetic design body or architectural review board established by the County or any other entity. To assure the County's permitting staff that the Owner, a Developer, or an ARC has approved a development plan for a Lot or a Development Parcel, the Owner or the ARC shall affix its stamp or written evidence of approval to the development plan. Provided, however, the Owner agrees that in conjunction with submittal of site plans for review in the regular process of approvals prescribed by Richland County, building plans will be provided by the Owner with sufficient detail that the County can determine that the contemplated improvements are consistent with the requirements of this Agreement.

16. FACILITIES. The Owner certifies that the following Facilities will be in place (or if not fully in place, the cost of their construction bonded or letter of credit posted) at the time that the Owner submits to the County an application for issuance of a Certificate of Occupancy for the principal retail building on the Property. Subject to compliance with applicable Laws and with all provisions of this Agreement, the County hereby authorizes the Owner to install the Facilities which the Owner has undertaken to provide herein.

- A. Private Roads. Roads constructed within the Property may be constructed by the Owner and/or Developers, and shall be maintained by them and/or a Community Association, or dedicated to other appropriate entities. The County will not be responsible for the construction or maintenance of any private roads within the Property, and the Owner and/or Developers and/or a Community Association shall continue the maintenance thereof.

Notwithstanding the generality of the foregoing, in the event that a street or road within the Property is constructed to SCDHPT standards, and is otherwise acceptable to the County for use as a public road, the County may consider a request to take Ownership and assume responsibility for the maintenance of same upon the request of the person or entity which has Ownership of the road. This provision shall permit, but not require, the County's acceptance of any street within the Property offered for dedication to public use and maintenance. The County's acceptance of any particular street or streets shall not control its decision to accept any other street or streets for public use and maintenance.

The County's acceptance of any drainage systems separate from the acceptance of any streets shall be within the discretion of the Public Works Department.

- (1) Street Design and Construction. Street design and construction standards applicable to roads and streets to be dedicated to the County are provided for by the Subdivision Regulations and other local Laws adopted by the

County and are generally superintended for compliance by the Richland County Engineer. Notwithstanding that Owner will retain the streets within the Property as private, all streets and roads constructed upon the Property will be professionally designed and constructed in accordance with recognized engineering and construction standards, meeting or exceeding all minimum requirements applicable to the type and proposed uses for such streets and roads.

- (2) No Implied Dedication. The recording of a final plat or plan subdividing a portion of the Property shall not constitute an offer to deed or dedicate any or all streets and rights of way shown thereon to the County, unless the plat or plan specifically and expressly makes such an offer.
 - (3) Controlled Access. The County agrees that the Owner may reserve the right to limit access to portions of the private roads within the Property, provided the road in question has not been expressly dedicated to the County, or to other public use. This provision shall not be construed to restrict in any manner access to any such roads by fire, EMS, law enforcement or other public service and safety providers.
 - (4) Curb Cuts. Owner has the right to determine the location of curb cuts, within the Property, provided the Owner has a qualified engineer determine that their location does not present a significant safety hazard. Provided, however, at any and all locations at which the streets and roads within the Property join to public road right-of-way, the provisions of this paragraph shall be subordinate to final decisions by SCDHPT or the County Engineer, as applicable.
 - (5) Stoplights. Streetlights. Street/Traffic Control and other Street Signage. The Owner, in consultation with the SCDHPT and the County Engineer, shall have the authority to determine all street and traffic control signs on all private streets and roads within the Property. Provided, however, at any and all locations at which the streets and roads within the Property join to public road right-of-way, the provisions of this paragraph shall be subordinate to final decisions by SCDHPT and/or the County Planning and Development Services Department, as applicable.
- B. Public Roads. As of the date of this Agreement, the public roads that serve the Property are under the jurisdiction of the State of South Carolina and/or the federal Highway Commission regarding access, construction, improvements, and maintenances. Owner acknowledges that it must comply with all applicable state statutes, and rules and regulations of the SCDHPT, or its successor and to the extent applicable, all federal laws and regulation requirements, with respect to public roads. Future public roads may serve the Property. The County shall not be responsible for construction, improvements, or maintenance of the public roads which now or hereafter serve the Property, unless the County otherwise expressly agrees to do so.

To assist in mitigating the traffic impacts of Development, Owner may donate such additional rights-of-way as may be reasonably necessary to mitigate traffic; the widths and locations of which rights-of-way must be mutually agreed upon by Owner and the receiving governmental entity.

- C. Potable Water. Potable water will be supplied to the Property by the City of Columbia or other legally constituted provider allowed to operate in the County. Owner will construct or cause to be constructed all necessary water service infrastructure within the Property, which will be maintained by Owner, a Community Association, or the provider. The County shall not be responsible for any construction, treatment, maintenance, or costs associated with water service to the Property, except as successor-in-interest to a responsible party with respect to such facilities.
- D. Sewage Treatment and Disposal. Sewage treatment and disposal shall be provided to the Property by City of Columbia, or some other legally constituted provider allowed to operate in the County. Owner will construct or cause to be constructed all related sewer infrastructure improvements required to bring sewer facilities to the Property and such sewer infrastructure improvements as shall be necessary within the Property, which will be maintained by the provider, the Owner or a Community Association. Unless the County shall be the designated service provider, the County will not be responsible for any treatment, maintenance or costs associated with sewage treatment within the Property, except as a successor-in-interest to a responsible party with respect to such facilities.
- E. Water Conservation. Owner agrees to encourage the use of indigenous plants for landscaping purposes to help minimize irrigation requirements and to encourage the use of other water conservation methods on the Property.
- F. Drainage System. All stormwater runoff and drainage improvements within the Property will be designed in accordance with applicable state and county regulatory guidelines. All stormwater runoff and drainage system improvements will be constructed by Owner or Developers and maintained by Owner, Developers and/or a Community Association. The County will not be responsible for any construction or maintenance costs associated with the drainage system within the Property, unless the County affirmatively agrees to do so. The County will consider acceptance of any drainage systems separately from acceptance of any streets.

Owner may create drainage easements and may convey drainage easements to a Community Association or to an appropriate governmental entity. Unless otherwise prohibited by the terms of this Agreement or the ordinances or laws of the County, Owner shall have the right to place plantings, fencing, signs, parking lots, and anything else that is not a habitable structure within drainage easements, provided they do not impair drainage and provided Owner, Developer, and/or a Community Association will timely and competently maintain same. The County will have no obligation to maintain drainage easements, unless drainage easements are conveyed to and accepted by the County.

Provided, however, such drainage facilities as are required upon the Property pursuant to applicable regulations of state DHEC, federal or local governmental units, shall or may require off-site attachment to existing County drainage facilities. To the extent of such lawful requirements, the County agrees to cooperate fully with Owner in effecting such attachments or connections.

- G. Utility Easements. Owner shall furnish necessary easements for water, sewer, gas, electricity, telephone, cable television, and other utilities at such time as the Owner determines that same are required. Adequate easements for utilities shall be reserved by Owner in the conveyances of Lots and Development Parcels. The location and size of such easements shall be in the discretion of the Owner, with the concurrence of the utility provider. All utilities shall be installed underground unless extenuating site circumstances, including, but not limited to, environmental constraints, make installing utilities underground physically impracticable.
- H. Landscape Waste. Owner may provide on-site facilities for the disposal of landscape waste produced within the Property, or Owner may contract with private contractors to dispose of such landscape waste offsite.
- I. Ordinance Standards – Landscaping, Tree Preservation, Lighting, and Signage. Owner agrees that in all matters of landscaping, tree preservation, lighting, and signage applicable to the development of the Property, Owner shall apply and adhere to professional standards and requirements that meet or exceed all present standards and requirements applicable to the Property and its development pursuant to the Richland County Land Development Code.

17. SERVICES.

- A. Solid Waste Collection. The County will not be responsible for solid waste collection service or other trash collection service for any portion of the Property until the later to occur of one (1) year from the effective date of this Agreement, or such time as:
 - (1) The County is requested to provide such service to a specific portion of the Property; and
 - (2) Ad valorem tax revenues generated from the Property, less such amounts thereof as are applied to other County-wide services for the Property, are sufficient to pay the costs the County incurs to provide solid waste collection or other trash collection to the Property, or portion thereof.
- B. Police Protection. The County, in conjunction with any concurrent jurisdiction of or agreement with any other political jurisdiction, shall provide police protection services to the Property. The Owner, Developers or Community Associations may maintain private security on the Property, provided same does not interfere with or in any way hinder the County's law enforcement activities on the Property.

- C. Recycling Services. The County shall provide recycling services to the Property on the same basis as said services are provided to other residents and businesses of the County. Provided, however, the County shall not be obligated to provide recycling services to any portion of the Property until the later to occur of one (1) year from the effective date of this Agreement, or such time as:
- (1) The County is requested to provide such service to a portion of the Property; and
 - (2) Ad valorem taxes generated from the Property, less such amounts thereof as are applied to other County-wide services for the Property, are sufficient to pay the costs the County incurs to provide recycling services to the Property.
- D. Emergency Medical Services. Emergency medical services to the Property are now provided by the County. The County will continue to provide emergency medical services to the Property.
- E. Fire Services. The County will provide fire services to the Property in the same manner as it currently provides fire services to unincorporated areas of Richland County.
- F. Utility and Other Services. Utility services, including telephone and electric, will be supplied directly by the applicable utility companies. The County will not be responsible for the construction or maintenance, or the providing of any service, regarding such utility services. However, the County shall provide such other County-wide services to the Property on the same basis as said services are provided to other residents and businesses within the unincorporated areas of the County. Subsequent to the date of this Agreement, the County shall not impose any moratorium, interruption or limitations of sewer, water or any other services or utilities with the effect of preventing or limiting in any way development of the facilities to be provided to the Property.

18. CHARGES OR FEES. Owner shall not be responsible for payment to the County of any charges or fees, including development fees, impact fees, or other similar effect assessments on development, which are not provided for by this Agreement, or for charges or fees enacted by the County subsequent to the effective date of this Agreement and attempted to be made applicable to the Project, except for such charges or fees as shall be allowable by and in conformity with provisions of the Act. (Nothing herein shall be construed as relieving the Owner from payment of any such fees or charges as may be legally assessed against Owner or the Property by governmental entities other than the County. Any charge or fee which is lawfully due to any other governmental entity which is not a party to this Agreement shall not be affected by this Agreement.) Owner shall be subject to the payment of any and all present or future fees enacted by the County that are of County-wide application and that relate to the routine processing of permit applications, building permits and plans, or building inspections or other similar matters applicable to the Property and the Development of the Project.

Nothing in this Agreement shall be construed to prevent the establishment by the County, by agreement with the Owner, of a tax increment, special improvement, or other district on the Property in accordance with applicable provisions of the Laws of South Carolina.

Provided, however, the provisions of this Section 18 shall have no application to or affect upon the County's assessment and collection of ad valorem taxes applicable to the Property or to business license fees applicable to Owner, or any other party operating a business on or in conjunction with the Property and otherwise subject to such fee(s).

19. PROTECTION OF ENVIRONMENT AND QUALITY OF LIFE. The County and Owner recognize that Development can have negative as well as positive impacts. Specifically, the Parties consider the protection of the natural environment adjacent properties and nearby waters to be goals to be achieved and therefore agree to the following:

- A. Storm Water Quality. Protection of the quality of subsurface waters and nearby ponds and watercourses is a primary goal of the County. The Owner and Developers shall be required to abide by all provisions of federal, state, and local laws and regulations, including those established by the South Carolina Department of Health and Environmental Control, its successors and assigns, for the handling of storm water, as well as any state or federal mandates that require the County to adopt additional local stormwater controls. In order to protect water quality of subsurface waters and nearby ponds and watercourses, Owner agrees to construct storm water drainage systems in accordance with plans approved by the County Engineer and DHEC and to maintain the systems allowing for proper operation and function. In order to meet the water quality and anti-degradation goals that are impacted by impervious surfaces, Owner commits to design storm water management systems in such a way that the storm water quality delivered to the receiving waters is appropriately mitigated through storm water management practices as determined by competent engineering design calculations, guidelines and requirements.
- B. Covenants. Owner agrees that it shall record covenants that run with the Property that, consistent with provisions of this Agreement, will govern such matters as permitted uses, setbacks, landscaping, trees, and exterior lighting, and which will specifically prohibit nuisance activities. The provisions of the Covenants for portions of the Property, may differ from the Covenants applicable to other portions of the Property. See Exhibit D, Easements with Covenants and Restrictions Affecting Land ("ECR"), for an example of such Covenants.

20. COMPLIANCE REVIEWS. In accordance with Section 6-31-90 of the Act, every twelve months the owner shall provide in writing to the County's Zoning Administrator, Planning Director, or by other appropriate officers designated by the County, a complete assessment of development, at which time the Owner is required to demonstrate good faith compliance with the terms of this Agreement. The Owner, or designee, shall meet with the County's officer to review Development completed in the prior year and the Development anticipated to be commenced or completed in the ensuing year. The Owner, or designee, shall be

required to provide such information as may reasonably be requested, including, but not limited to, area (by acreage or square footage) of the Property developed or sold in the prior year, area (by acreage or square footage) of the Property under contract, the number of certificates of occupancy issued in the prior year, and the number anticipated to be transferred in the ensuing year.

21. DEFAULTS. The failure of the Owner, Developer or County to comply with the terms of this Agreement shall constitute a default, entitling the non-defaulting party to pursue such remedies as may be deemed appropriate, including specific performance of, or the termination of, this Agreement in accordance with the Act; provided, however, no termination of this Agreement may be declared by the County absent its providing to the Owner and Developers the notice, hearing and opportunity to cure in accordance with Section 6-31-90 of the Act, and, provided further that nothing herein shall be deemed or construed to preclude the County from issuing stop work orders or voiding permits issued for Development when such Development contravenes the provisions of the Zoning Regulations or this Development Agreement.

22. MODIFICATION OF AGREEMENT. This Agreement may be modified or amended as to a particular portion of the Property only by the written agreement of the County and the Owner. No statement, action, or agreement hereafter made shall be effective to change, amend, waive, modify, discharge, terminate, or effect an abandonment of this Agreement in whole or in part unless such statement, action, or agreement is in writing and signed by the Party against whom such change, amendment, waiver, modification, discharge, termination or abandonment is sought to be enforced.

Any requirement of this Agreement requiring consent or approval of one of the Parties shall not require amendment per se of this Agreement unless the text expressly requires such amendment. Wherever said consent or approval is required, the same shall not be unreasonably withheld or delayed.

The conceptual plans for development of the Property at the time of adoption of this Agreement are depicted by the "Overall Site Plan" and "Overall Grading Plan", dated March 30, 2006, attached hereto as Exhibit E, which are not intended to be rigid, exact site plans for future development. The location, sizes, number and configuration of interior roads, buildings and other elements may vary at the time of permit applications when more specific designs are available, so long as the maximum densities set herein and the general concept of development illustrated by these conceptual plans are reasonably followed and respected.

This paragraph serves to define the changes that are significant changes and thus require an amendment to this Agreement as opposed to changes that are minor modifications (and thus can be approved administratively). The following changes are significant changes requiring an amendment to this Agreement:

- A. Increase in Total Approved Density. Any increase in approved density beyond the total limits of number of buildings and square feet of GLA or Gross Commercial Footage as listed in Section 14 is a significant change.

- B. Introduction of Any Use Not Specifically Permitted. The introduction of any new land use that is not herein permitted is a significant change. Accessory uses permitted by the GC zoning district and not prohibited by this Agreement are permitted as in accordance with the terms of this Agreement.
- C. Change of Land Use. The development of less than the maximum densities is not a significant change, nor is development that provides greater amounts of open space. The Owner may alter the precise number, size, configuration and location of buildings, lot sizes and other site specific design elements, provided the development meets the requirements of this Agreement, is reviewed and approved by the County, and does not alter specific requirements mandated or prohibited by this Agreement.

23. TRANSFER OF TITLE.

- A. Binding Effect. This Agreement shall be binding on the successors and assigns of the Owner in the Ownership or Development of any portion of the Property or the Project. A purchaser or other successor in title of any portion of the Property shall be responsible for performance of Owner's obligations hereunder as to the portion of the Property so transferred. Owner shall be released from obligations under this Agreement only upon the sale or other transfer of Lots, Development Parcels, or individual sites in commercial areas as to the property so conveyed under circumstances that specifically provide for such subsequent owner's assumption of Owner's responsibility applicable to the particular property, as provided for by this Agreement. Notwithstanding anything hereinabove to the contrary the binding provision relating to responsibility for performance under Owner's obligations shall not be imposed upon a mortgagee in possession through foreclosure or deed in lieu of foreclosure. Nevertheless, a mortgagee in possession may utilize Owner's rights under this Agreement by its assumption of Owner's responsibility particular to the particular property.
- B. Transfer of Title to Real Property. The Owner shall be entitled to transfer title to any portion or all of the Property to a purchaser, and assign Owner's rights and obligations under this Agreement, subject to the following:
 - (1) Notice of Property Transfer by Owner. If the Owner intends to transfer all the land comprising the Property, Owner shall notify the County in writing. With respect to such transfer, the Owner's assignment of rights and obligations under this Agreement (and the transferee's assumption thereof) shall be effective upon written notice to the County. This provision shall not apply and no prior notice to the County shall be required if the Owner transfers any portion of the Property to a mortgagee, either through a foreclosure or a deed in lieu of foreclosure, in which event Owner shall notify the County of the transfer within sixty (60) days after its effective date.

(2) Transfer of Facility and Service Obligations. If the Owner transfers any portion of the Property on which the Owner is required to provide and/or construct certain Facilities or provide certain services, distinct from those provided throughout the Project and which are site-specific to the portion of the Property conveyed, then the Owner shall be required to obtain a written agreement from the purchaser expressly assuming all such separate responsibilities and obligations with regards to the parcel conveyed and the Owner shall provide a copy of such agreement to the County.

(3) Allocation of Development Rights. Any and all conveyances of any Lots or Development Parcels within the Property subject to the maximum number of Densities, GLA or Gross Commercial Footage shall, by contract and by covenant in the deed, allocate the number of Densities, GLA or Gross Commercial Footage being conveyed. Owner shall notify the County of such transfer in a written document promptly delivered to the County.

C. Release of Owner. In the event of the sale or other conveyance of all or a portion of the Property and in compliance with the conditions set forth herein, the transferor-Owner shall be released from any further obligations with respect to this Agreement as to the portion of the Property so transferred, and the transferee shall be considered as substituted for the Owner under the Agreement as to the portion of the Property so transferred.

24. TRANSFER OF DEVELOPMENT RIGHTS TO A DEVELOPER. The Owner shall be entitled to transfer Development Rights (without the transfer of title to a portion of the Real Property) to a Developer and to assign Owner's rights and obligations under this Agreement with respect to said Development Rights, subject to the following notification requirement:

The Owner shall be required to notify the County, in writing, as and when Development Rights are transferred to a Developer. Such information shall include the identity and address of the Developer, a Developer contact person, the location and nature of the Development Rights transferred, and the amount of Gross Commercial Footage, as applicable, subject to the transfer. A Developer transferring Development Rights to another Developer shall be subject to this same requirement of notification, and any Developer acquiring Development Rights shall be required to file with the County an acknowledgment of this Development Agreement and a commitment to be bound by it.

25. TRANSFER OF DEVELOPMENT RIGHTS WITHIN A TRACT. Development Rights relating to a specific portion of the Property may be transferred provided that said transfer is consistent with the Zoning Regulations; however, said transfer shall only be effective upon written notice to the County.

26. MERGER. This Agreement, coupled with its Exhibits, which are incorporated herein by reference, shall state the final and complete expression of the Parties' intentions. All prior negotiations and representations are superseded and merged herein.

27. COOPERATION. The Parties hereto agree to cooperate with each other to effectuate the provisions of this Agreement and to act reasonably and expeditiously in all performances required under the Agreement.

In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the Parties hereby agree to cooperate in defending such legal action; provided, however, each Party shall retain the right to engage said Party's own independent counsel at the party's own expense.

28. GOVERNING LAW. This Agreement shall be constructed and enforced in accordance with the laws of the State of South Carolina.

29. REMEDIES/NON-BINDING ARBITRATION. If there is a breach of this Agreement, the non-breaching party may pursue all available legal and equitable remedies. Each Party recognizes that the other Party may suffer irreparable harm from a material breach of this Agreement and that no adequate remedy at law may exist to enforce this Agreement. Consequently, the Parties agree that any non-breaching Party who seeks enforcement of the Agreement is entitled to seek the equitable remedies of injunction and specific performance.

However, if there is a dispute between the County and the Owner concerning the terms, meaning, interpretation, rights, or obligations under this Agreement (including any determination of material breach under the Act), the Parties agree to submit such dispute to prompt non-binding arbitration as described herein. The County and a representative of the Owner shall within five (5) days of receipt of such notice each pick an arbitrator, and the two arbitrators shall select a third. The Parties shall then promptly convene a conference with the arbitration panel and present their positions. In this conference the rules of evidence and other legal formalities shall not apply. The arbitrators shall promptly render their decision. Upon the rendering of the arbitration panel's majority decision, any Party may then pursue legal proceedings if the decision rendered is not acceptable and no other agreed settlement of the dispute can be achieved. The County and the Owner shall each bear the cost of their appointed arbitrator, and split 50/50 the cost of the third arbitrator as well as any separate expenses associated with the arbitration conference.

30. RECORDING. Within fourteen (14) days after the effective date of this Agreement, the Owner shall record this Agreement in the Office of the Register of Deeds for Richland County and shall provide an "as recorded" copy to the Richland County Legal Department and to the Richland County Planning and Development Services Department.

31. NO THIRD PARTY BENEFICIARIES. Notwithstanding any provision herein to the contrary, this Agreement shall not be interpreted to create or bestow any rights, remedies, or obligations on persons or entities who are not Parties, or successors or assigns to this Agreement. The provisions of this Agreement may be enforced only by the County, the Owner and Developers with directly assigned interest in the Property pursuant to this Agreement.

32. NOTICES. Any notice, demand, request, consent, approval, or communication which a Party is required to or may give to another Party hereunder shall be in writing and shall be delivered or addressed to the other at the address set forth below or to such other address as such Party may from time to time direct by written notice given in the manner herein prescribed, and such notice or communication shall be deemed to have been given or made on the actual date of delivery by personal delivery or by independent courier service or by facsimile followed by next day mail, or if by mail on the fifth (5th) business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as hereinafter provided.

All notices, demands, requests, consents, approvals or communications to the County shall be addressed to the County at:

County of Richland
2020 Hampton Street (29204)
P.O. Box 192, Columbia, SC 29202-0192
Attention: County Administrator
Fax: (803) 748-4644

With a copy to:

Richland County Attorney
2020 Hampton Street, Suite 4018
Columbia, SC 29204
Fax: (803) 748-4644

And to the Owner at:

Myers Brothers Properties, LLC
ATTN: Elexa Wagaman
100 Glenridge Point Parkway, Suite 530
Atlanta, GA 30342
Fax: (404) 252-4288

With a copy to:

Robert F. Fuller, Attorney
1728 Main Street (29201)
P.O. Box 441
Columbia, SC 29202
Fax: (803) 256-3560

33. ESTOPPEL CERTIFICATES. The County, the Owner or any Developer may, at any time, and from time to time, deliver written notice to the other applicable Party requesting such Party to certify in writing:

- A. That this Agreement is in full force and effect;
- B. That this Agreement has not been amended or modified, or if so amended, identifying the amendments;
- C. Whether, to the knowledge of such Party, the requesting Party is in default or is claimed to be in default of the performance of its obligations under this Agreement; and, if so, describing the nature and extent, if any, of any such default or claimed default; and

- D. Whether, to the knowledge of such Party, any event has occurred or failed to occur which, with the passage of time or the giving of notice, or both, would constitute a default; and, if so, specifying each such event.

Upon request in writing from the Owner, Developer, or an assignee of either, to the County sent by certified or registered mail, return receipt requested, the County will provide a Certificate in recordable form, that solely with respect to the portion of the Real Property described in the request, there are no violations or breaches of this Agreement, except as otherwise described in the Certificate. The County will respond to such a request within ten (10) business days of the receipt of the request, unless a longer time is mutually agreed to in writing by the Parties.

If the County does not respond to such request within ten (10) business days of the date of its receipt, the portion of the Real Property described in the request will be deemed to be in compliance with all of the covenants and terms of this Agreement. A certification of such failure to respond and deemed compliance may be recorded by the Owner (including a copy of the request and the notice of receipt), and it shall be binding on the County as of its date; and, it shall have the same effect as a Certificate issued by the County.

34. STATE AND FEDERAL LAWS. The Parties agree, intend, and understand that the obligations imposed by this Agreement are only such as are consistent with state and federal laws. In the event state or federal laws or regulations are enacted after the execution of this Development Agreement, or decisions are issued by a court of competent jurisdiction, which prevent or preclude compliance with one or more provisions of this Agreement (any one or more of said events being herein referenced "New Law"), the provisions of this Agreement may be modified or suspended as necessary to comply with such New Law. Immediately after enactment of any such New Law, the Owner, Developers, and the County shall meet and confer in good faith in order to agree upon an appropriate modification or suspension based on the effect such New Law has on the purpose and intent of this Agreement. Should the Parties be unable to agree to a modification or suspension, any Party may petition a court of competent jurisdiction for an appropriate modification or suspension of this Agreement. In addition, the Owner, Developers, and the County each shall have the right to challenge the New Law preventing compliance with the terms of this Agreement. In the event that such challenge is successful, this Agreement shall remain unmodified and in full force and effect.

The Parties further agree that if any provision of this Agreement is declared invalid as a result of a New Law, the Parties may then agree that this Agreement be amended to the extent necessary to make it consistent with the New Law, and the balance of this Agreement, as amended, shall remain in full force and effect.

35. GENERAL TERMS AND CONDITIONS.

- A. Agreement to Run with the Land. This Agreement shall be recorded against the Property as described in Exhibit A and this Agreement shall be deemed to run with the land. The burdens of this Agreement are binding upon, and the benefits of this Agreement shall inure to, all successors and assigns of the Parties to this Agreement as set forth in Section 6 herein.

- B. Exhibits. All exhibits attached hereto and/or referred to in this Agreement are incorporated herein as though set forth in full.
- C. Construction. The Parties agree that each Party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in the interpretation of this Agreement.
- D. Assignment. Other than as recited herein, no other rights, obligations, duties or responsibilities devolved by this Agreement on or to the Owner, Developers, or the County are assignable to any other person, firm, corporation, or entity, except by agreement of the Parties.
- E. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and such counterparts shall constitute but one and the same instrument.
- F. No Waiver. Failure of a Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such Party to exercise at some future time said right or any other right it may have hereunder.
- G. Attorney's Fees. Should any Party hereto employ an attorney for the purpose of enforcing this Agreement against another Party in any legal proceeding whatsoever, including declaratory relief or other litigation, the prevailing Party shall be entitled to receive from the other Party thereto reimbursement for all attorney's fees and costs and expenses as determined by the Court exercising jurisdiction over the matter and the Parties. Should any judgment or final order be issued in said legal proceeding, said reimbursement amount shall be specified therein.
- H. Entire Agreement. This Agreement sets forth, and incorporates by reference, all of the agreements, conditions and understandings among the County and the Owner relating to the Property and its Development and there are no promises, agreements, conditions or understandings, oral or written, expressed or implied, among the Parties relative to the matters addressed herein other than as set forth or as referred to herein.

This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to by Parties to this Agreement as prescribed herein.

The assertions and representations of this Subparagraph H do not abrogate the agreement of the Parties that the "Overall Site Plan" and "Overall Grading Plan" attached as Exhibit E and otherwise referenced by this Agreement is not a rigid or final development plan and that its particulars will be subject to change consistent with the objective of this Agreement.

36. STATEMENT OF REQUIRED PROVISIONS. The Act requires that a development agreement include certain mandatory provisions, pursuant to Section 6-31-60(A). Although certain of these items are addressed elsewhere in this Agreement, the following listing of the required provisions is set forth for convenient reference. The number below corresponds to the number utilized under Section 6-31-60(A) for the required items:

- A. Legal Description of Property and Legal and Equitable Owner. The legal description of the Property is set forth in Exhibit A attached hereto. The present legal owner of a portion of the Property is Bright-Myers 2001, LLC. The said Bright-Myers 2001, LLC, a Georgia Limited Liability Company holds an equitable interest in the remainder of the Property pursuant to a purchase contract with the legal title owner of the remainder of the Property. A warranty of ownership is recited in Section 5 of this Agreement.
- B. Duration of the Agreement. The duration of this Agreement is five (5) years, with provision for extension in accordance with Section 11 of this Agreement. Provided, however, nothing in this Agreement shall be interpreted to preclude the Parties from extending the term by mutual agreement or from entering into subsequent development agreements, as permitted by the Act.
- C. Permitted Uses, Densities, Building Intensities and Heights. A complete listing and description of permitted uses, population densities, building intensities and heights, as well as other development standards, are contained in the recitals and various sections and provisions of this Agreement, specifically including Section 14.
- D. Facilities. Facilities and services are described generally above in Section 16 and Section 17. The Zoning Regulations and the said sections of this Agreement provide for availability of roads and utilities to serve the Property on a timely basis.
- E. Dedication of Land and Provisions to Protect Environmentally Sensitive Areas. Pursuant to other specific provisions of this Development Agreement, Owner will be responsible for identified construction costs associated with the placement of infrastructure for utilities services upon the Property, and in specified instances, some off-site utilities connections. In such instances and for such purposes, Owner shall be responsible for dedication of such facilities and appropriate easements therefore to the County, or other governmental entities, as applicable for the specific utility. Such dedications shall be at Owner's cost, without cost to the County, or the applicable utility provider, unless otherwise specifically agreed by and between the said provider and Owner.

There are identified wetlands on a portion of the Property, including designation of 100 year floodway and 100 year floodplain.

There are no other areas of the Property that have been identified as environmentally sensitive. No species of protected or endangered wildlife (plants or animals) have been identified on the Property. Zoning Regulations described above, and incorporated herein, contain provisions for environmental protection. All relevant state and federal laws will be fully complied with by Owner in the development of the Property. In addition, the provisions set forth in Section 19 of this Agreement also apply to this Agreement's treatment of environmental protection issues.

- F. Local Development Permits. The Development is governed in conformance with the ordinances of the County of Richland. Specific permits must be obtained prior to proceeding with Development, consistent with the standards set forth in the County's zoning, land development, and stormwater regulations. Building permits must be obtained from the County for construction, and other appropriate permits must be obtained from the State of South Carolina when applicable. It is specifically understood that the failure of this Agreement to address a particular permit, condition, term, or restriction does not relieve the Owner or the Developers, their successors or assigns, of the necessity of complying with the law governing the permitting requirements, conditions, terms, or restrictions. Identification of known or anticipated licenses and permits are set forth on Exhibit F hereto.
- G. Comprehensive Plan and Development Agreement. The Development permitted and proposed under the Zoning Regulations is consistent with the County's Comprehensive Plan and with current land development regulations of the County of Richland, State of South Carolina. Specific findings to that effect are contained in the recitals hereinabove adopted as a part of this Development Agreement.
- H. Terms for Public Health, Safety and Welfare. The County Council, by the adoption of Ordinance No. _____ approving this Development Agreement and by Council's execution of this Agreement, has found and confirms that all issues currently relating to public health, safety and welfare have been adequately considered and appropriately dealt with under the terms of this Agreement, the Zoning Regulations, and existing law.
- I. Historical Structures. There are no historic structures to be preserved or restored, and no further archaeological surveys are required.
- J. Development Schedule. In accordance with Section 6-3 1-60-(B) of the Act, Development Schedules are set forth in Exhibit B hereto.

IN WITNESS WHEREOF this Agreement has been executed by the Parties on the day and year first above written.

BRIGHT-MYERS 2001, LLC,
a Georgia Limited Liability Company

WITNESSES:

BY: _____
Managing Member

COUNTY OF RICHLAND,
a Political Subdivision of
the State of South Carolina

BY: _____
ANTHONY G. MIZZELL
Chairperson, Richland County Council

BY: _____
J. MILTON POPE
Interim Richland County Administrator

EXHIBIT A

Legal Description

Beginning at an iron pin located at the intersection of the western right-of-way of Interstate 77 (variable width right-of-way) and the northern right-of-way of Killian Road (S 52-variable width right-of-way). Thence along said right-of-way, S 66°38'02" W for 132.64 feet to an iron pin; thence S 65°16'44" W for 152.32 feet to an iron pin; thence S 57°30'00" W for 186.40 feet to an iron pin; thence S 52°41'55" W for 50.91 feet to an iron pin; thence S 65°46'54" W for 273.27 feet to a right-of-way monument; thence S 65°42'11" W for 217.84 feet to an iron pin; thence along the common line of Gray (Deed Book R0280, page 2051), N 02°57'19" W for 376.04 feet to an iron pin; thence N 00°37'43" E for 179.74 feet to an iron pin; thence along the common line of Anderson (Deed Book 739, page 797), N 70°13'14" E for 298.79 feet to an iron pin; thence along the common line of Riley (Deed Book D301, page 420), N 02°50'09" W for 101.93 feet to an iron pin; thence along the common line of Barr (Deed Book D301, page 423), N 02°51'37" W for 130.88 feet to an iron pin; thence along the common line of Pugh (Deed Book D301, page 414), N 02°54'05" W for 102.02 feet to an iron pin; thence along the common line of Ferguson (Deed Book R0969, page 3253), N 02°50'28" W for 101.95 feet to an iron pin; thence along the common line of Trapp (Deed Book D301, page 411), N 02°51'29" W for 103.05 feet to an iron pin; thence along the common line of Stevens (Deed Book D173, page 401), N 02°40'28" W for 132.27 feet to an iron pin; thence along the common line of Smith (Deed Book D826, page 548), N 05°12'09" W for 616.64 feet to a point located in the centerline of Roberts Branch, crossing an iron pin at 590.88 feet; thence along the meanders of Roberts Branch: N 66°58'45" E for 51.42 feet; thence N 26°31'00" E for 70.86 feet; thence N 36°51'00" E for 59.77 feet; thence N 49°11'23" E for 74.97 feet; thence N 00°15'42" E for 33.81 feet; thence N 17°58'23" E for 52.11 feet; thence N 39°55'32" E for 26.49 feet; thence S 86°35'28" E for 39.72 feet; thence N 44°21'08" E for 101.49 feet; thence N 79°48'59" E for 34.80 feet; thence N 87°48'46" E for 45.45 feet; thence S 77°22'04" E for 54.42 feet; thence N 65°37'33" E for 53.57 feet; thence N 70°14'53" E for 63.74 feet; thence S 71°23'31" E for 17.65 feet; thence N 85°03'28" E for 43.18 feet; thence N 19°23'06" E for 18.44 feet; thence N 42°39'49" E for 42.35 feet; thence N 70°49'52" E for 35.75 feet; thence N 61°31'07" E for 44.95 feet; thence N 47°52'15" E for 34.40 feet; thence N 64°53'49" E for 21.03 feet; thence S 56°33'00" E for 17.00 feet; thence N 83°35'41" E for 11.77 feet to a point located on the western right-of-way of Interstate 77 (variable width right-of-way); thence along said right-of-way, S 09°25'54" E for 27.31 feet to a right-of-way monument; thence S 11°54'22" E for 200.65 feet to a right-of-way monument; thence S 05°27'35" E for 668.34 feet to a right-of-way monument; thence along a curve to the right having a radius of 1814.86 feet, an arc length of 637.25 feet and a chord bearing and distance of S 04°38'52" W for 633.98 feet to a right-of-way monument; thence S 14°35'08" W for 409.67 feet to an iron pin; thence S 14°43'41" W for 75.87 feet to the Point of Beginning. Said tract contains 39.711 acres (1,729,824 sq. ft.), more or less.

EXHIBIT B

The development of the entire tract will commence within one hundred twenty (120) days following final zoning approval and adoption of the Development Agreement. It is anticipated that the complete site buildout will be accomplished within the first five (5) years, consonant with the term of the Development Agreement. Market conditions and other factors will influence the pattern of prioritization of development sequence.

First Phase: General site development will include preparation of overall site and on-site infrastructure for commencement and completion of the large 205,000± square foot Wal-Mart Supercenter Building and appurtenances, as first priority. That development effectively involves site improvements for the majority of the site acreage, other than the two (2) "outlot" parcels.

Completion of the Wal-Mart Building is anticipated within the first two (2) years. Contemporaneously with that completion schedule, the off-site road work will also be completed. [Two access points to Killian Road; Improvements to Killian Road in conjunction with Main Access (including signalization) and secondary right-in/right-out access; Improvements and signalization of Killian Road/I-77 southbound ramps intersection.]

Second Phase: Development of general retail building(s) on the front of the site. Depending upon market demand, the second phase may run concurrently with the first phase, in whole or in part. Two (2) buildings are included in the second phase property. If developed concurrently, completion would be anticipated within 2-3 years. If developed sequentially, completion would be anticipated within 3-5 years.

Third Phase: Two (2) outlot parcels. Depending upon market demand, the third phase development may run concurrently with the first and/or second phase, for either or both of the outlot parcels. If developed concurrently, completion would be anticipated within 2-3 years. If developed sequentially, completion would be anticipated within 3-5 years.

EXHIBIT C

SITE ACCESS AND TRAFFIC MITIGATION

Owner and County have identified significant roadway limitations and traffic issues in the near vicinity of the development site. In order to aid in site accessibility and to alleviate some imminent traffic impact circumstances in close proximity to the development site and the existing I-77/Killian Road intersection, Owner agrees to the following access and mitigation measures, at Owner's expense.

Site Access

Primary direct access to/from the site will be provided via one full movement access driveway to/from Killian Road and one limited movement driveway (all left-turns prohibited), also to/from Killian Road. The main site access drive will be located along Killian Road approximately one thousand (1,000) feet west of the I-77 southbound ramp. The limited movement site access will be located between the main access and the said southbound ramps. Location of these indicated access points is shown on the Overall Site Plan, Exhibit E of this Agreement.

Main Access. This access will be constructed at the development site's westerly boundary, which will result in a separation of approximately 1,000 feet between this access and the I-77 southbound ramps. As hereinbelow provided, signalization of the Killian Road/I-77 southbound ramps intersection is proposed contemporaneously with installation of the development site improvements. In conjunction with installation of the main access, mainline Killian Road will be widened to provide a separate eastbound left-turn lane (150 foot taper and 150 foot length). The southbound approach (exiting the site) will be constructed to provide two separate left turn lanes and a separate right-turn lane. This main access intersection will be placed under signalization, as more particularly described hereinbelow. This signalized intersection is being planned and installed approximately 1,000 feet west of the I-77 southbound ramps intersection with Killian Road in order to maintain an adequate separation in accordance with accepted engineering standards. Synchronization of these two signalized intersections will also maximize coordination of the two signals for efficiency in overall traffic calming at the site.

Right-In/Right-Out Access. This access driveway will be located approximately 620 feet west of the I-77 southbound ramps, 350 feet east of the Main Access described hereinabove. This non-signalized access will be limited to right-in/right-out movements only. This driveway entrance will provide the first point of access from I-77 and Killian Road to the East and will provide a 200 foot lane and a 150 foot taper serving vehicles entering the site from westbound Killian Road. This intersection will be placed under STOP sign control, where vehicles exiting the site making a right-turn will be required to stop.

Mitigation/Off Site

Signalized Intersection/I-77 Southbound Ramps. This intersection is approximately 1,000 feet east of the proposed Main Access intersection of the development site. Owner will secure the necessary approvals of the SC DOT and the Federal Highway Administration (FHWA) to upgrade this intersection in the following particulars: Widen the southbound approach of this intersection (I-77 off-ramp) to provide a separate left-turn lane and a separate right-turn lane;

widen the westbound approach of Killian Road to provide dual left-turn lanes entering I-77 southbound towards Columbia; widen the I-77 on-ramp to accommodate two receiving lanes, which will then taper down to one lane as it merges into I-77. This modification will require approval by FHWA. This intersection will require the implementation of signal control, which will be coordinated with the traffic signal at the Main Access of the development site. In conjunction with the installation of the signalization improvements at the I-77 southbound off-ramp intersection with Killian Road, Developer will contemporaneously stub-out the facilities port necessary to tie-in and synchronize the signalization equipment of this intersection with signalization equipment of any prospective intersection upgrade, by others, of the I-77 northbound off-ramp intersection with Killian road.

The completion of all road improvements herein prescribed by Owner and associated with this site development will be coordinated with the opening of the development site to provide that the improvements, including signalization, will be in place contemporaneously with business opening of the site. All road, utilities, and other certification inspections shall be completed prior to issuance of the final Certificate of Occupancy. [For purposes of this warranty of completion, "business opening" shall mean the commencement of retail business, but shall not mean merchandise stocking or other pre-opening operations that may be permitted under a temporary certification by the County, prior to issuance of the final certificate of Occupancy.]

It shall be Owner's responsibility to procure all encroachment and access permits to/from the development site with the public roadways.

All planning, engineering, and construction costs associated with the installation of the access points and features herein described shall be the Owner's responsibility.

The Site Access and Traffic Mitigation matters described in this narrative are also depicted graphically on Attachment 1 appended to this Exhibit C.

EXHIBIT D

[SPECIMEN]

EASEMENTS WITH COVENANTS AND RESTRICTIONS AFFECTING LAND (“ERC”)

[16 pages, including exhibits]



When recorded return to:

**EASEMENTS WITH COVENANTS AND
RESTRICTIONS AFFECTING LAND (“ECR”)**

THIS AGREEMENT is made as of the ____ day of _____ 2005,
between **WAL-MART STORES, INC.**, a Delaware corporation (“Wal-Mart”), and

 (“Developer”).

WITNESSETH:

WHEREAS, Wal-Mart is the owner of the Wal-Mart Tract as shown on the plan attached hereto as Exhibit A-1 hereof, said Tract being more particularly described in Exhibit B attached hereto;

WHEREAS, Developer is the owner of the Developer Tract and the Outparcels shown on the plan attached hereto as Exhibit A-1 hereof, the same being more particularly described in Exhibit C hereof; and

WHEREAS, Wal-Mart and Developer desire that the Wal-Mart Tract, the Developer Tract and the Outparcels be developed in conjunction with each other pursuant to a general plan of improvement to form a commercial Shopping Center (sometimes hereinafter referred to as the “Shopping Center”), and further desire that the Shopping Center be subject to the easements and the covenants, conditions and restrictions hereinafter set forth;

NOW, THEREFORE, for and in consideration of the premises, easements, covenants, conditions, restrictions, and encumbrances contained herein, the sufficiency of which is hereby acknowledged, Wal-Mart and Developer do hereby agree as follows:

1. Building/Common Areas.

1.1 “Building Areas” as used herein shall mean those portions of the Shopping Center shown on Exhibit A-2 as “Building Area” (and “Future Building Area” and “Future Expansion Area”). Canopies may encroach from the Building Areas over the Common Areas provided the canopies do not interfere with the use of the Common Areas.

1.2 “Common Areas” shall be all of the Shopping Center except the Building Areas.

1.3 “Tracts” as used herein shall mean the Wal-Mart Tract and the Developer Tract but not the Outparcels. Reference to a “Tract” refers to the Wal-Mart Tract or the Developer Tract but not the Outparcels.

1.4 Conversion to Common Areas: Those portions of the Building Areas which are not from time to time used or cannot, under the terms of this Agreement, be used for buildings shall become part of the Common Area for the uses permitted hereunder and shall be improved, kept and maintained as provided herein.

2. Use. Buildings in the Shopping Center shall be used for commercial purposes of the type normally found in a retail shopping center including, without limitation, financial institutions, service shops, offices, and retail stores. No cafeteria, theatre, bowling alley, billiard parlor, night club or other place of recreation or amusement, or any business serving alcoholic beverages shall occupy space within the Shopping Center without the prior written consent of Wal-Mart. No restaurant shall occupy space on any portion of the Developer Tract without the prior written consent of Wal-Mart. Developer recognizes that said businesses may inconvenience Wal-Mart's customers and adversely affect Wal-Mart's business. Notwithstanding anything to the contrary contained herein it is expressly agreed that nothing contained in this Agreement shall be construed to contain a covenant, either express or implied, to either commence the operation of a business or thereafter continuously operate a business by Wal-Mart on the Wal-Mart Tract. Developer recognizes and agrees that Wal-Mart may, at Wal-Mart's sole discretion and at any time during the term of this Agreement, cease the operation of its business on the Wal-Mart Tract; and Developer hereby waives any legal action for damages or for equitable relief which might be available to Developer because of such cessation of business activity by Wal-Mart.

3. Competing Business. Developer covenants that as long as Wal-Mart, or any affiliate of Wal-Mart, is the user of the Wal-Mart Tract, either as owner or lessee, no space in or portion of the Developer Tract or the Outparcels, and no space in or portion of any other real property adjacent to the Shopping Center which may subsequently be acquired by Developer, shall be leased or occupied by or conveyed to any other party for use as (i) a facility dispensing gasoline or fuel from pumps, (ii) a membership warehouse club, (iii) a pharmacy, (iv) a discount department store or other discount store, as such terms are defined below, (v) a variety, general or "dollar" store, (vi) a grocery store or supermarket as such terms are defined below, or (vii) as any combination of the foregoing uses. In the event of a breach of this covenant, Wal-Mart shall have the right to terminate this Agreement and to seek any and all remedies afforded by either law or equity, including, without limitation, the rights to injunctive relief. "Grocery store" and "supermarket", as those terms are used herein, shall mean a food store or a food department containing more than 10,000 square feet of building space used for the purpose of selling food for off premises consumption, which shall include but not be limited to the sale of dry, refrigerated or frozen groceries, meat, seafood, poultry, produce, delicatessen or bakery products, refrigerated or frozen dairy products, or any grocery products normally sold in such stores or departments. "Discount department store" and/or "discount store", as those terms are used herein, shall mean a discount department store or discount store containing more than 35,000 square feet of building space used for the purpose of selling a full line of hard goods and soft goods (e.g. clothing, cards, gifts, electronics, garden supplies, furniture, lawnmowers, toys, health and beauty aids, hardware items, bath accessories and auto accessories) at a discount in a retail operation similar to that of Wal-Mart.

4. Buildings.

4.1 Design and Construction. The Buildings constructed on the Shopping Center shall be designed so that the exterior elevation of each shall be architecturally and aesthetically compatible and so that building wall footings shall not encroach from one Tract or Outparcel onto another Tract or Outparcel except as provided for in Subsection 4.4. below. The design and construction shall be of high quality. No improvements shall be constructed, erected or expanded or altered on the Outparcels until the plans for the same (including site layout, exterior building materials and colors and parking) have been approved in writing by Developer. No building constructed on the Wal-Mart Tract or the Developer Tract shall exceed 40' in. height above finished grade. Incidental architectural embellishments and peaks shall not be considered in connection with determining compliance with said height restriction. No building constructed on the Outparcels shall exceed 22' (including all mechanical improvements and architectural embellishments) in height, as measured from the mean finished elevation of the parking area of the Shopping Center. No building shall have a metal exterior.

4.2 Location/Size. No building shall be constructed on the Shopping Center (as either immediate development or future expansion) except within the Building Areas. Any buildings located on the Outparcels shall not exceed 5,000 square feet in size. Any rooftop equipment constructed on the buildings located on the Outparcels shall be screened so as not to be visible from the mean finished elevation of the parking area.

4.3 Fire Protection. Any building constructed in the Shopping Center shall be constructed and operated in such a manner which will preserve the sprinklered rate on the other buildings in the Shopping Center.

4.4 Easements. In the event building wall footings encroach from one Tract onto the other Tract, despite efforts to avoid that occurrence, the party onto whose Tract the footings encroach shall cooperate in granting an encroachment permit or easement to the party whose building wall footings encroach.

5. Common Areas.

5.1 Grant of Easements. Each party, as grantor, hereby grants to the other party, as grantee, and to the agents, customers, invitees, licensees, tenants and employees of grantee, a nonexclusive easement over, through and around the Wal-Mart Tract and the Developer Tract for roadways, walkways, ingress and egress, parking of motor vehicles, loading and unloading of commercial and other vehicles, and the use of facilities installed for the comfort and convenience of customers, invitees, licensees, tenants and employees of all businesses and occupants of the buildings constructed on the Building Areas located on the Wal-Mart Tract and the Developer Tract. Wal-Mart and Developer hereby grant for the benefit of the Outparcels, nonexclusive easements for vehicular and pedestrian access, ingress, and egress over and across the Wal-Mart Tract and the Developer Tract; provided, however, in no event shall the owner, occupant, licensee or invitee of any of the Outparcels(s) be permitted to use the Wal-Mart Tract or the Developer Tract for vehicular parking or for any other purpose other than as described above. Developer hereby grants to Wal-Mart for the benefit of the Wal-Mart Tract, nonexclusive

easements for vehicular and pedestrian access, ingress, and egress over and across the Outparcels; provided, however, in no event shall the owner, occupancy, licensee or invitee of the Wal-Mart Tract be permitted to use the Outparcels for vehicular parking or for any other purpose other than as permitted pursuant to the terms of this Agreement.

5.2 Limitations on Use.

(1) Customers. Each party shall use reasonable efforts to ensure that customers and invitees shall not be permitted to park on the Common Areas except while shopping or transacting business in the Shopping Center.

(2) Employees. Each party shall use reasonable efforts to ensure that employees park on the Common Areas of said party's Tract or Outparcel.

(3) General. Any activity within the Common Areas other than its primary purpose of the Common Areas, which is to provide for parking for the customers, invitees and employees of those businesses conducted with the Building Areas and for the servicing and supplying of such businesses, shall be permitted so long as such activity shall not unreasonably interfere with such primary purpose. The use by Wal-Mart of the Common Areas on the Wal-Mart Tract for the display, sale and storage of merchandise and for the use of seasonal sales structures is expressly permitted. Persons using the Common Areas in accordance with this Agreement shall not be charged any fee for such use. Notwithstanding the foregoing, each party covenants and agrees that, to the extent allowed by law, neither party will allow the Common Areas on its tract to be used for rallies, demonstrations, protests, picketing or handbilling to protest, publicize or allege improprieties regarding the acts, policies or operating practices of any business operating within the Shopping Center.

5.3 Utility and Service Easements. Each party hereby establishes and grants to the other party a nonexclusive easement for the benefit of the owner of each Tract or Outparcel, on, across and under the Common Areas, to install, use, maintain and repair public utility services and distribution systems (including storm drains, sewers, utilities and other proper services necessary for the orderly development and operation of the Shopping Center, now upon or hereafter installed on, across or under the Common Areas, to the extent necessary to service such Tract or Outparcel. Both parties shall use their best efforts to cause the installation of such utility and service lines prior to paving of the Common Areas. No such lines, sewers, utilities or services of one party shall be installed within the Building Areas on the other party's parcel. The location of any utilities hereafter installed shall be determined by the owner of the Tract or Outparcel (the location of utilities on the Wal-Mart Tract shall be determined by Wal-Mart as long as it is the owner of the Wal-Mart Tract) upon which such utilities are to be installed. Any such installed utility services may be relocated by the owner of a Tract or Outparcel on such owner's Tract or Outparcel, subject to compliance with applicable laws, at the expense of the owner of that Tract or Outparcel, provided that such relocation shall not interfere with, increase the cost of, or diminish utility services to any other Tract or Outparcel and, further provided, that no utilities shall be relocated on the Wal-Mart Tract without the prior written consent of Wal-Mart as long as it is the owner of or lessee of the Wal-Mart Tract.

5.4 Water Flow. Each party hereby establishes and grants a nonexclusive easement on its Tract or Outparcel for the benefit of the owner of each other Tract or Outparcel to use, maintain and repair any storm water drainage system (the "Storm Drainage System") now or hereafter located on either Tract or any Outparcel, together with the right to discharge surface water runoff across portions of either Tract or any Outparcel in accordance with the design of the Storm Drainage System. Any alteration in the natural water flow which may occur as a natural consequence of normal construction activities and the existence of the party's improvements substantially as shown on Exhibit A-2 (including without limitation building and building expansion, curbs, drives and paving) shall be permitted.

5.5 [OPTIONAL] Illumination. Each of the parties hereby covenants and agrees to keep the Common Area located on its Tract or Outparcel fully illuminated each day from dusk until _____, and further agrees to keep any exterior building security lights on from _____ until dawn (or such other times as Wal-Mart and Developer may mutually agree). The requirements of this Paragraph 5.5 shall apply to each Tract and Outparcel regardless of the type of use being made of such Tract or Outparcel. Either party may require the other party to illuminate its Tract or Outparcel beyond the required hours set forth above provided that the requesting party agrees to reimburse the other party for such Party's actual out-of-pocket utility costs for lighting beyond the hours required above. Such costs shall be reimbursed once each calendar quarter within 30 days after presentation of paid invoices to the party responsible to reimburse such costs evidencing costs incurred by the party requesting reimbursement along with calculations showing how utility costs were allocated to the hours for which reimbursement is due.

6. Development, Parking Ratios, Maintenance, and Taxes.

6.1 Development. The arrangement of the Common Areas shall not be changed in a manner inconsistent with the provisions of this Agreement.

6.2 Wal-Mart Tract and Developer Tract "Parking Ratio". Each party hereto agrees that at all times there shall be independently maintained on the Developer Tract and Wal-Mart Tract parking area sufficient to accommodate not fewer than 5.0 car spaces for each 1,000 square feet of building or buildings on such Tract.

6.3 Outparcel "Parking Ratio". Developer agrees that at all times there shall be independently maintained on each Outparcel parking area sufficient to accommodate not fewer than: (i) 15 spaces for every 1,000 square feet of building space for any restaurant or entertainment use in excess of 5,000 square feet, (the same ratio shall be provided for a McDonald's Restaurant, notwithstanding a building footprint of less than 5,000 square feet); or (ii) 10 spaces for every 1,000 square feet of building space for any restaurant or entertainment use less than 5,000 square feet (subject to the exception above); or (iii) 6.0 spaces per 1,000 square feet of building space for any other use.

6.4 Maintenance.

(1) Standards. The Outparcels shall be kept neat, orderly, planted in grass and trimmed until improved and constructed. Following completion of the

improvements on the Common Areas, the parties hereto shall maintain the Common Areas in good condition and repair. The maintenance is to include, without limitation, the following:

(a) Maintaining the surfaces in a level, smooth and evenly-covered condition with the type of surfacing material originally installed or such substitute as shall in all respects be equal in quality, use, and durability;

(b) Removing all papers, ice and snow, mud and sand, debris, filth and refuse and thoroughly sweeping the area to the extent reasonably necessary to keep the area in a clean and orderly condition;

(c) Placing, keeping in repair and replacing any necessary appropriate directional signs, markers and lines;

(d) Operating, keeping in repair and replacing, where necessary, such artificial lighting facilities as shall be reasonably required;

(e) Maintaining all perimeter and exterior building walls including but not limited to all retaining walls in a good condition and state of repair; and

(f) Maintaining, mowing, weeding, trimming and watering all landscaped areas and making such replacements of shrubs and other landscaping as is necessary.

(g) Maintaining elements of the Storm Drainage System.

(2) Expenses. The respective owners shall pay the maintenance expense of their Tracts or Outparcels.

(3) By Agent. Subject to the mutual agreement of the parties hereto, a third party may be appointed as an agent of the parties to maintain the Common Areas in the manner as above outlined. Said third party may receive for such agency a fee that is mutually acceptable to all parties to cover supervision, management, accounting and similar fees, which sums are to be included in the general maintenance expense paid by the respective owners of the Common Areas.

6.5 Taxes. Each of the parties hereto agrees to pay or cause to be paid, prior to delinquency, directly to the appropriate taxing authorities all real property taxes and assessments which are levied against that part of the Common Areas owned by it.

7. Signs. No rooftop sign shall be erected on the building constructed on the Outparcels. No freestanding identification sign may be erected on the Outparcels without approval of the Developer, and in no event shall such freestanding identification sign exceed the height of the shopping center pylon sign or block the visibility of the Wal-Mart Store. Notwithstanding the foregoing, there may be erected entrance-exit signs to facilitate the free flow of traffic, which entrance-exit signs shall be of a monument type, not to exceed 3'3" in height, the type and location of such signs to be approved by Developer. No sign shall be located on the

Common Areas on the Wal-Mart Tract and the Developer Tract except signs advertising businesses conducted thereon, of which, there shall be no more than 2 signs on the Common Areas on the Wal-Mart Tract and 2 signs on the Common Areas on the Developer Tract. No signs shall obstruct the ingress and egress shown on Exhibit A-2.

8. Indemnification/Insurance.

8.1 Indemnification. Each party hereby indemnities and saves the other party harmless from any and all liability, damage, expense, causes of action, suits, claims, or judgments arising from personal injury, death, or property damage and occurring on or from its own Tract or Outparcel, except if caused by the act or negligence of the other party hereto.

8.2 Insurance.

(1) Each owner of any portion of the Shopping Center shall procure and maintain in full force and effect throughout the term of this Agreement general public liability insurance and property damage insurance against claims for personal injury, death or property damage occurring upon, in or about its property, each party's insurance to afford protection to the limit of not less than \$5,000,000.00 for injury or death of a single person., and to the limit of not less than \$5,000,000.00 for any one occurrence, and to the limit of not less than \$5,000,000.00 for property damage. Each party shall provide the other party with certificates of such insurance from time to time upon written request to evidence that such insurance is in force. Such insurance may be written by additional premises endorsement on any master policy of insurance carried by the party which may cover other property in addition to the property covered by this Agreement. Such insurance shall provide that the same may not be canceled without ten (10) days prior written notice to Wal-Mart and the Developer.

(2) At all times during the term of this Agreement, each party shall keep improvements on its property insured against loss or damage by fire and other perils and events as may be insured against under the broad form of Uniform Extended Coverage Clause in effect from time to time in the state in which the parties' respective properties are located, with such insurance to be for the full replacement value of the insured improvements. The owner of a Tract or Outparcel shall pay for any increase in the cost of insuring the improvements on the other Tracts or Outparcels if such increase is due to the use by such owner or its tenant(s).

(3) Policies of insurance provided for in this Section 8 shall name Wal-Mart and Developer as insureds.

(4) Each owner of any portion of the Shopping Center for itself and its property insurer hereby releases the other owners of portions of the Shopping Center from and against any and all claims, demands, liabilities or obligations whatsoever for damage to property or loss of rents or profits resulting from or in any way connected with any fire or other casualty whether or not such fire or other casualty shall have been caused by the negligence or the contributory negligence of the party being released or by any agent, associate or employee of the party being released., this release being to the extent that such damage or loss is covered by the property insurance which the releasing party is obligated hereunder to carry, or, if the

releasing party is not carrying that insurance, then to the extent such damage or loss would be covered if the releasing party were carrying that insurance.

(5) Notwithstanding anything to the contrary contained in this Section 8, so long as the net worth of Wal-Mart shall exceed \$100,000,000.00, and so long as Wal-Mart is owner or Lessee of the Wal-Mart Tract, Wal-Mart shall have the right to retain (in whole or in part) the financial risk for any claim.

9. Eminent Domain.

9.1 Owner's Right To Award. Nothing herein shall be construed to give either party any interest in any award or payment made to the other party in connection with any exercise of eminent domain, or transfer in lieu thereof affecting said other party's Tract or Outparcel giving the public or any government any rights in said Tract or Outparcel. In the event of any exercise of eminent domain or transfer in lieu thereof of any part of the Common Areas located in the Shopping Center, the award attributable to the land and improvements of such portion of the Common Areas shall be payable only to the owner thereof, and no claim thereon shall be made by the owners of any other portion of the Common Areas.

9.2 Collateral Claims. All other owners of the Common Areas may file collateral claims with the condemning authority for their losses which are separate and apart from the value of the land area and improvements taken from another owner.

9.3 Tenant's Claim. Nothing in this Section 9 shall prevent a tenant from making a claim against an owner pursuant to the provisions of any lease between tenant and owner for all or a portion of any such award or payment.

9.4 Restoration of Common Areas. The owner of any portion of the Common Areas so condemned shall promptly repair and restore the remaining portion of the Common Areas within its respective Tract or Outparcel as nearly as practicable to the condition of the same immediately prior to such condemnation or transfer, to the extent that the proceeds of such award are sufficient to pay the cost of such restoration and repair and without contribution from any other owner.

10. Rights And Obligations Of Lenders. Any holder of a first lien on any portion of the Shopping Center, and any assignee or successor in interest of such first lienholder, shall be subject to the terms and conditions of this Agreement.

11. Release from Liability. Any person acquiring fee or leasehold title to any portion of the Shopping Center shall be bound by this Agreement only as to the Tract, Outparcel or portion of the Tract or Outparcel acquired by such person. In addition, such person shall be bound by this Agreement only during the period such person is the fee or leasehold owner of such Tract, Outparcel or portion of the Tract or Outparcel, except as to obligations, liabilities or responsibilities that accrue during said period. Although persons may be released under this Section, the easements, covenants and restrictions in this Agreement shall continue to be benefits to and servitudes upon said tracts running with the land.

12. Breach. In the event of breach or threatened breach of this Agreement, only all of the record owners of the Wal-Mart Tract as a group, or all record owners of the Developer Tract as a group, or Wal-Mart so long as it or any affiliate has an interest as owner or lessee of the Wal-Mart Tract or Developer so long as it or any affiliate has an interest as owner or lessee of the Developer Tract, shall be entitled to institute proceedings for full and adequate relief from the consequences of said breach or threatened breach. Notwithstanding the foregoing, all of the record owners of an Outparcel shall be entitled to take any action permitted by this Agreement with respect to the breach of Sections 5.1, 6.4, 6.5, 8.1, 8.2(4) and 9.

13. Rights of Successors. The easements, restrictions, benefits and obligations hereunder shall create mutual benefits and servitudes running with the land. This Agreement shall bind and inure to the benefit of the parties hereto, their respective heirs, representatives, lessees, successors and assigns. The singular number includes the plural and the masculine gender includes the feminine and neuter.

14. Document Execution, Modification and Cancellation. It is understood and agreed that until this document is fully executed by both Developer and Wal-Mart there is not and shall not be an agreement of any kind between the parties hereto upon which any commitment, undertaking or obligation can be founded. This Agreement (including exhibits) may be modified or canceled only by the mutual agreement of (a) Wal-Mart, as long as it or its affiliate has any interest as either owner or Lessee of the Wal-Mart Tract, or its successors in interest, and (b) Developer, as long as it or its affiliate has any interest as either owner or Lessor of the Developer Tract, or its successors in interest.

15. Non-Merger. So long as Wal-Mart or its affiliate is owner or lessee of the Wal-Mart Tract, this Agreement shall not be subject to the doctrine of merger.

16. Duration. Unless otherwise canceled or terminated, all of the easements granted in this Agreement shall continue in perpetuity and all other rights and obligations hereof shall automatically terminate and be of no further force and effect after ninety-nine (99) years from the date hereof.

17. Headings. The headings herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this document nor in any way affect the terms and provisions hereof

18. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto. The parties do not rely upon any statement, promise or representation not herein expressed, and this Agreement once executed and delivered shall not be modified or altered in any respect except by a writing executed and delivered in the same manner as required by this document.

19. Transfer of Interests; Notices.

19.1 Transfer of Interests. In the event that any person or entity (the "Acquiring Party") shall acquire a fee or mortgage interest in any tract subject to this Agreement, or any portion thereof, the Acquiring Party shall execute and file in the land records of _____

County, _____, a statement setting forth the name of the Acquiring Party, the address of the Acquiring Party to which all notices for the purposes of this Agreement may be sent, the nature of the interest held by the Acquiring Party, and the date that such interest was acquired (the "Notice Statement"). Contemporaneously with such filing, the Acquiring Party shall also send by certified mail, return receipt requested, a copy of such Notice Statement to all other persons or entities then holding fee or mortgage interests in any tract subject to this Agreement, or any portion thereof, as reflected by the Notice Statements then of record in the land records of _____ County, _____ (the "Existing Interest Holders"). Until such time as an Acquiring Party files and mails such Notice Statement in accordance with the terms of this Section 19.1, it shall not be entitled to receive any notice required or permitted to be given under this Agreement, and the Existing Interest Holders shall have no obligation to give any such notice to the Acquiring Party. Any change of address shall require the filing and mailing of a new Notice Statement. It is understood and agreed that the provisions of this Section 19.1 regarding the recordation of the Notice Statement are satisfied with respect to Developer and Wal-Mart.

19.2 Notices. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be mailed by certified or registered mail, postage prepaid, or by Federal Express, Airborne Express, or similar overnight delivery service, addressed as follows:

Wal-Mart: Wal-Mart Stores, Inc. (Store No. # _____)
702 S.W. 8th Street
Bentonville, AR 72716
Attention: President

With a copy to:
Wal-Mart Stores, Inc. (Store No. # _____)
Attention: Property Management, State of _____
2001 S.E. 10th Street
Bentonville, AR 72716-0550

Developer: _____

Notices shall be effective upon receipt or refusal. In the event that any person acquires a fee interest in the Shopping Center said person shall be entitled to provide a request for notice to the addressees listed above, which request, in order to be effective, must also be recorded in the county recorder's office in the county in which the Shopping Center is located. Any party shall be entitled to change its address for notice by providing notice of such change and recording a copy of the notice of such change in the county recorder's office in the county in which the Shopping Center is located. Until such time as the notice of change is effective pursuant to the terms of this Section 19 and until such time as it is recorded as required above, the last address of said party shall be deemed to be the proper address of said party.

20. Consent. The owner of the Wal-Mart Tract agrees that for so long as a lease of all or a portion of the Wal-Mart Tract is in effect, whenever the consent of the owner of the Wal-Mart Tract is required under the Agreement, the owner of the Wal-Mart Tract will give such consent only after obtaining Wal-Mart's consent.

21. Obligations of the Owner of the Wal-Mart Tract. Wal-Mart hereby agrees that so long as a lease of all or a portion of the Wal-Mart Tract is in effect, it will satisfy the obligations of the owner of the Wal-Mart Tract hereunder, and will hold harmless and indemnify the owner of the Wal-Mart Tract from any and all loss, damage, expense, fees, claims, costs, and liabilities, including, but not limited to, attorneys' fees and costs of litigation, arising out of this Agreement, except for those arising out of the acts or omissions of the owner of the Wal-Mart Tract or its employees, agents, contractors or invitees.

22. Counterparts. This Agreement may be executed in one or more counterparts each of which in the aggregate shall constitute one and the same instrument.

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

WAL-MART STORES, INC., a Delaware corporation

By _____

Its Assistant Vice President

"Wal-Mart"

By _____

Its _____

"Developer"

State of Arkansas

County of Benton

The foregoing instrument was acknowledged before me this _____ day of _____, 2005, by _____, an Assistant Vice President of Wal-Mart Stores, Inc., a Delaware corporation, on behalf of the corporation.

(Seal and Expiration Date)

Notary Public

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2005, by _____, the _____ of _____, a(n) _____, on behalf of the _____.

(Seal and Expiration Date)

Notary Public

EXHIBIT A-1

(Site plan showing Wal-Mart Tract, Developer Tract and Outparcels)

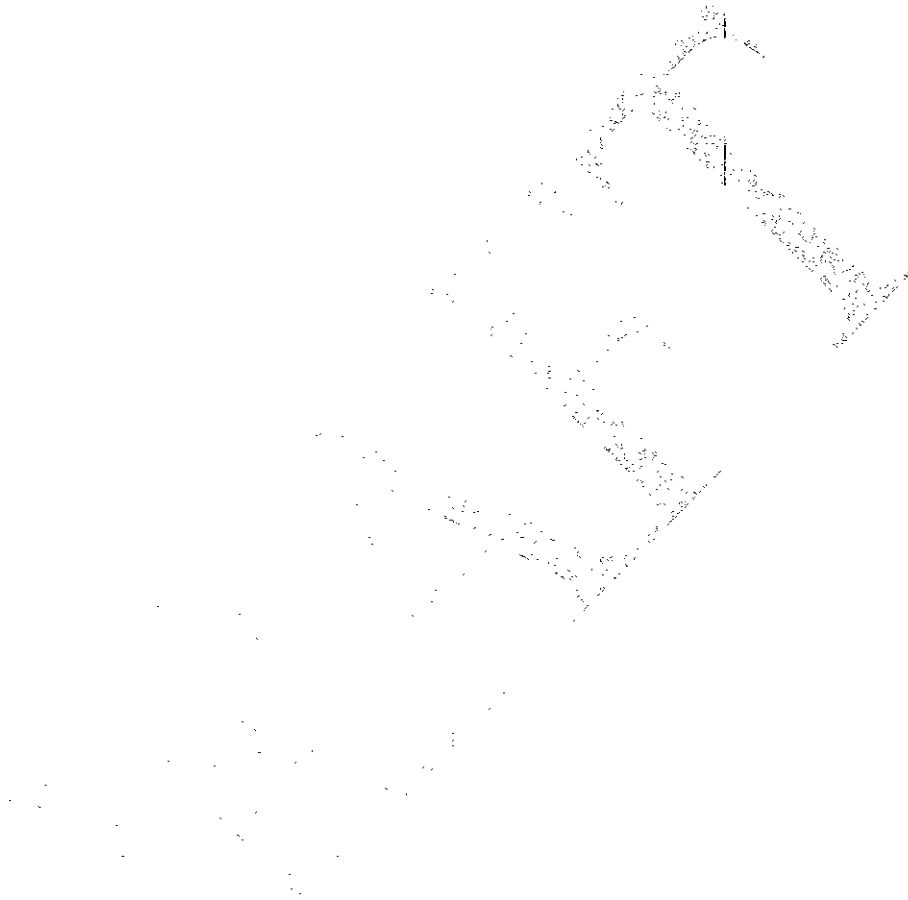


EXHIBIT A-2

(Site plan marked to show various development details)



EXHIBIT B

(Wal-Mart Tract legal description)



EXHIBIT C

(Developer Tract and Outparcels legal description)



EXHIBIT E
[2 Pages]

Page 1 – Overall Site Plan

Page 2 – Overall Grading Plan

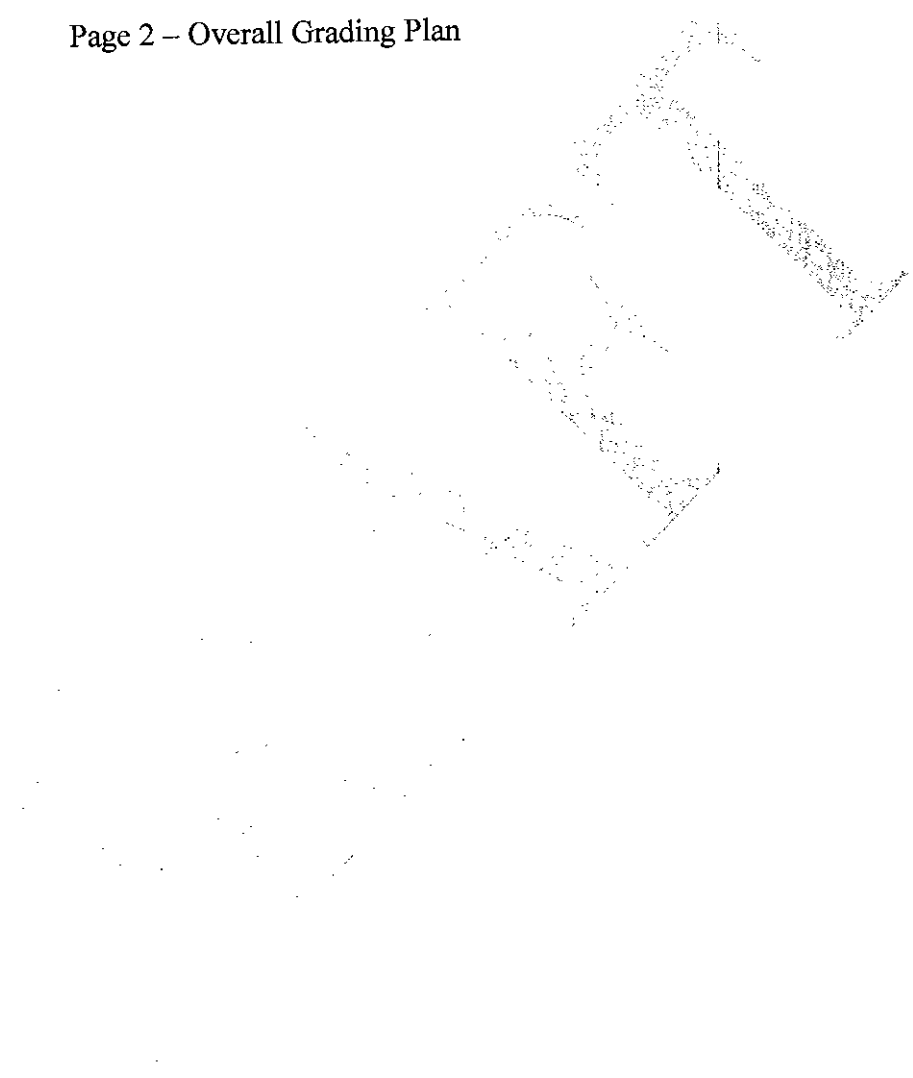


EXHIBIT F

IDENTIFICATION OF APPLICABLE LOCAL PERMITS

1. Sketch plan review and approval; preliminary subdivision review and approval from the Planning and Development Services Department (hereinafter "PDSD")
2. Subdivision sketch plan approval from the PDSD
3. Site Plan approval from the PDSD
4. Grading permit from the Public Works Department
5. Erosion and Sediment Control Plan approval from the Public Works Department
6. Stormwater Management Plan approval from the Public Works Department
7. Road construction plan approval from the Public Works Department
8. Building permits from the Inspections Division, PDSD
9. Mechanical permits from the Inspections Division, PDSD
10. Plumbing permits from the Inspections Division, PDSD
11. Electrical permits from the Inspections Division, PDSD
12. Gas permits from the Inspections Division, PDSD
13. Landscape Plan approval from the PDSD
14. Sign permits from the PDSD
15. Business license approval from the Business License Service Center, and the County Fire Marshal
16. Certificates of Occupancy from the Inspections Division, PDSD
17. Wetlands permits from the U.S. Army Corps of Engineers
18. Proper burn permits from the County Fire Marshal, S.C. Forestry Commission, and/or DHEC
19. Non-potable water well permits from DHEC
20. Underground fuel storage tank permits from DHEC
21. Water and sewer tap permits from the City of Columbia
22. Air pollution permits from DHEC
23. Food service permits from DHEC — Environmental Health
24. Encroachment permits from S.C. Department of Transportation
25. Approval of Floodplain from PDSD
26. Controlled Clearing Permit(s) from PDSD
27. Addressing approval from PDSD

NOTE: Not all of the above permits may be required for any one project. Verify requirements before proceeding with any phase of development or construction.

In addition, the failure to address a particular permit, condition, term, or restriction does not relieve the developer of the necessity of complying with the law governing the permitting requirements, conditions, terms, or restrictions.

**STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ___-06HR**

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTIES DESCRIBED HEREIN (TMS # 17400-11-03 AND TMS # 14781-04-12/13/14) FROM M-1 (LIGHT MANUFACTURING DISTRICT) AND RU (RURAL DISTRICT) TO GC (GENERAL COMMERCIAL DISTRICT); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, Article VIII of the South Carolina Constitution and Section 4-9-30 of the Code of Laws of South Carolina (the Home Rule Act) gives Richland County broad authority to provide a variety of services and functions within its jurisdiction, including, but not limited to, land use planning and land development regulation, and similar activities and services; and

WHEREAS, Title 6, Chapter 29, of the Code of Laws of South Carolina provides the statutory enabling authority for Richland County to engage in planning and regulation of development within its jurisdiction; and

WHEREAS, Section 6-29-720 of the Code of Laws of South Carolina requires the County to adopt the Land Use Element of its Comprehensive Plan in conformance with the requirements therein as a prerequisite to continuing implementation of its zoning authority; and

WHEREAS, the County Council adopted a Comprehensive Plan on May 3, 1999, in conformance with the requirements Title 6, Chapter 29, of the Code of Laws of South Carolina; and

WHEREAS, Section 6-29-760 of the Code of Laws of South Carolina provides the statutory authority and process to amend the Zoning Ordinance, codified as Chapter 26 of the Richland County Code of Ordinances; and

WHEREAS, this Ordinance complies with the requirements of Section 6-29-760 of the Code of Laws of South Carolina and the ordinance adoption process proscribed in Section 2-28 of the Richland County Code of Ordinances.

NOW, THEREFORE, pursuant to the authority granted by the Constitution and the General Assembly of the State of South Carolina, BE IT ENACTED BY THE RICHLAND COUNTY COUNCIL:

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the properties (TMS # 17400-11-03 and TMS # 14781-04-12/13/14) described in Exhibit A, which is attached hereto, from M-1 Light Manufacturing District and RU Rural District zoning to GC General Commercial District zoning.

Section II. If any section, subsection, or clause of this Ordinance shall be deemed to be unconstitutional, or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.

Section III. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section IV. This ordinance shall be effective from and after _____, 2006.

RICHLAND COUNTY COUNCIL

By: _____
Anthony G. Mizzell, Chair

Attest this _____ day of
_____, 2006.

Michielle R. Cannon-Finch
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

Approved As To LEGAL Form Only.
No Opinion Rendered As To Content

Public Hearing: March 28, 2006
First Reading: April 4, 2006
Second Reading: June 20, 2006
Third Reading: July 11, 2006 (tentative)

Exhibit A
Property Description

Beginning at an iron pin located at the intersection of the western right-of-way of Interstate 77 (variable width right-of-way) and the northern right-of-way of Killian Road (S 52-variable width right-of-way). Thence along said right-of-way, S 66°38'02" W for 132.64 feet to an iron pin; thence S 65°16'44" W for 152.32 feet to an iron pin; thence S 57°30'00" W for 186.40 feet to an iron pin; thence S 52°41'55" W for 50.91 feet to an iron pin; thence S 65°46'54" W for 273.27 feet to a right-of-way monument; thence S 65°42'11" W for 217.84 feet to an iron pin; thence along the common line of Gray (Deed Book R0280, page 2051), N 02°57'19" W for 376.04 feet to an iron pin; thence N 00°37'43" E for 179.74 feet to an iron pin; thence along the common line of Anderson (Deed Book 739, page 797), N 70°13'14" E for 298.79 feet to an iron pin; thence along the common line of Riley (Deed Book D301, page 420), N 02°50'09" W for 101.93 feet to an iron pin; thence along the common line of Barr (Deed Book D301, page 423), N 02°51'37" W for 130.88 feet to an iron pin; thence along the common line of Pugh (Deed Book D301, page 414), N 02°54'05" W for 102.02 feet to an iron pin; thence along the common line of Ferguson (Deed Book R0969, page 3253), N 02°50'28" W for 101.95 feet to an iron pin; thence along the common line of Trapp (Deed Book D301, page 411), N 02°51'29" W for 103.05 feet to an iron pin; thence along the common line of Stevens (Deed Book D173, page 401), N 02°40'28" W for 132.27 feet to an iron pin; thence along the common line of Smith (Deed Book D826, page 548), N 05°12'09" W for 616.64 feet to a point located in the centerline of Roberts Branch, crossing an iron pin at 590.88 feet; thence along the meanders of Roberts Branch: N 66°58'45" E for 51.42 feet; thence N 26°31'00" E for 70.86 feet; thence N 36°51'00" E for 59.77 feet; thence N 49°11'23" E for 74.97 feet; thence N 00°15'42" E for 33.81 feet; thence N 17°58'23" E for 52.11 feet; thence N 39°55'32" E for 26.49 feet; thence S 86°35'28" E for 39.72 feet; thence N 44°21'08" E for 101.49 feet; thence N 79°48'59" E for 34.80 feet; thence N 87°48'46" E for 45.45 feet; thence S 77°22'04" E for 54.42 feet; thence N 65°37'33" E for 53.57 feet; thence N 70°14'53" E for 63.74 feet; thence S 71°23'31" E for 17.65 feet; thence N 85°03'28" E for 43.18 feet; thence N 19°23'06" E for 18.44 feet; thence N 42°39'49" E for 42.35 feet; thence N 70°49'52" E for 35.75 feet; thence N 61°31'07" E for 44.95 feet; thence N 47°52'15" E for 34.40 feet; thence N 64°53'49" E for 21.03 feet; thence S 56°33'00" E for 17.00 feet; thence N 83°35'41" E for 11.77 feet to a point located on the western right-of-way of Interstate 77 (variable width right-of-way); thence along said right-of-way, S 09°25'54" E for 27.31 feet to a right-of-way monument; thence S 11°54'22" E for 200.65 feet to a right-of-way monument; thence S 05°27'35" E for 668.34 feet to a right-of-way monument; thence along a curve to the right having a radius of 1814.86 feet, an arc length of 637.25 feet and a chord bearing and distance of S 04°38'52" W for 633.98 feet to a right-of-way monument; thence S 14°35'08" W for 409.67 feet to an iron pin; thence S 14°43'41" W for 75.87 feet to the Point of Beginning. Said tract contains 39.711 acres (1,729,824 sq. ft.), more or less.

**STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ___-06HR**

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTIES DESCRIBED HEREIN (TMS # 17400-11-03 AND TMS # 14781-04-12/13/14) FROM M-1 (LIGHT MANUFACTURING DISTRICT) AND RU (RURAL DISTRICT) TO GC (GENERAL COMMERCIAL DISTRICT); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, Article VIII of the South Carolina Constitution and Section 4-9-30 of the Code of Laws of South Carolina (the Home Rule Act) gives Richland County broad authority to provide a variety of services and functions within its jurisdiction, including, but not limited to, land use planning and land development regulation, and similar activities and services; and

WHEREAS, Title 6, Chapter 29, of the Code of Laws of South Carolina provides the statutory enabling authority for Richland County to engage in planning and regulation of development within its jurisdiction; and

WHEREAS, Section 6-29-720 of the Code of Laws of South Carolina requires the County to adopt the Land Use Element of its Comprehensive Plan in conformance with the requirements therein as a prerequisite to continuing implementation of its zoning authority; and

WHEREAS, the County Council adopted a Comprehensive Plan on May 3, 1999, in conformance with the requirements Title 6, Chapter 29, of the Code of Laws of South Carolina; and

WHEREAS, Section 6-29-760 of the Code of Laws of South Carolina provides the statutory authority and process to amend the Zoning Ordinance, codified as Chapter 26 of the Richland County Code of Ordinances; and

WHEREAS, this Ordinance complies with the requirements of Section 6-29-760 of the Code of Laws of South Carolina and the ordinance adoption process proscribed in Section 2-28 of the Richland County Code of Ordinances.

NOW, THEREFORE, pursuant to the authority granted by the Constitution and the General Assembly of the State of South Carolina, BE IT ENACTED BY THE RICHLAND COUNTY COUNCIL:

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the properties (TMS # 17400-11-03 and TMS # 14781-04-12/13/14) described in Exhibit A, which is attached hereto, from M-1 Light Manufacturing District and RU Rural District zoning to GC General Commercial District zoning.

Section II. If any section, subsection, or clause of this Ordinance shall be deemed to be unconstitutional, or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.

Section III. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section IV. This ordinance shall be effective from and after _____, 2006.

RICHLAND COUNTY COUNCIL

By: _____
Anthony G. Mizzell, Chair

Attest this _____ day of
_____, 2006.

Michielle R. Cannon-Finch
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

Approved As To LEGAL Form Only.
No Opinion Rendered As To Content

Public Hearing: March 28, 2006
First Reading: April 4, 2006
Second Reading: June 20, 2006
Third Reading: July 11, 2006 (tentative)

**STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ___-06HR**

AN ORDINANCE EXTENDING THE MORATORIUM ON EITHER THE APPROVAL OR DENIAL OF FLOODPLAIN MANAGEMENT PERMITS FOR DEVELOPMENT OR CONSTRUCTION WITHIN A PORTION OF THE CONGAREE RIVER FLOODPLAIN.

WHEREAS, Richland County is a participating community in the National Flood Insurance Program (“NFIP”) administered by the Federal Emergency Management Agency (“FEMA”); and

WHEREAS, FEMA must provide a participating community with data upon which floodplain management regulations shall be based pursuant to 44 C.F.R. § 60.3; and

WHEREAS, to be a participating community, Richland County is required by 44 C.F.R. § 60.2(h), to adopt and apply this data for enforcement of floodplain management regulations in unincorporated Richland County; and

WHEREAS, on November 18, 2005, the United States District Court, South Carolina Division, in the case of *Columbia Venture v. Federal Emergency Management Agency*, Case Number 3:01-4100-MBS, entered a written Order vacating the Congaree River base flood elevations as revised by the Federal Emergency Management Agency (“FEMA”) on August 20, 2001 and effective on February 20, 2002; and

WHEREAS, the Court’s Order rendered null and void the Congaree River base flood elevations as promulgated by FEMA on August 20, 2001 and effective February 20, 2002; consequently, pursuant to 44 C.F.R. § 60.3, FEMA must provide sufficient data upon which Richland County’s floodplain regulations are to be based as they apply to the Congaree River Floodplain; and

WHEREAS, FEMA had not provided the required data when the Richland County Council enacted Ordinance No. 009-06HR on February 21, 2006, which imposed a sixty (60) day moratorium on the approval or denial of any permit submitted to Richland County for construction, development, zoning, building, disturbance of land, or for stormwater management purposes on property located in a flood-prone area within the Congaree River Floodplain; and

WHEREAS, FEMA had not provided the required data when the Richland County Council enacted Ordinance No. 041-06HR on May 16, 2006, which extended the moratorium on the approval or denial of any permit submitted to Richland County for construction, development, zoning, building, disturbance of land, or for stormwater management purposes on property located in a flood-prone area within the Congaree River Floodplain for an additional 60 days or until June 21, 2006; and to date, FEMA has still not provided the required data; and

WHEREAS, the Richland County Council desires to further extend the moratorium on the approval or denial of any permit submitted to Richland County for construction, development, zoning, building, disturbance of land, or for stormwater management purposes on property located in a flood-prone area within the Congaree River Floodplain to protect public health, safety and welfare, and to allow the County time to determine what actions may be needed to maintain compliance with the NFIP;

NOW, THEREFORE, pursuant to the authority granted by the Constitution and the General Assembly of the State of South Carolina, BE IT ENACTED BY THE COUNTY COUNCIL FOR RICHLAND COUNTY:

SECTION I. A moratorium on the approval or denial of any permit submitted to Richland County for construction, development, zoning, building, disturbance of land, or for stormwater management purposes on property located in a flood-prone area within the Congaree River Floodplain, first established on February 21, 2006, and further extended until June 21, 2006, is hereby extended for an additional 90 days or until such time as the case of *Columbia Venture v. Federal Emergency Management Agency*, Case Number 3:01-4100-MBS is settled or until such time as Richland County adopts FEMA-approved maps for the Congaree or until such time as FEMA provides sufficient data upon which Richland County's floodplain regulations are to be based as they apply to the Congaree River Floodplain, whichever event shall occur first. This moratorium shall then expire of its own accord, and no further action of the Richland County Council shall be necessary to effectuate the expiry thereof.

SECTION II. If any section, subsection, or clause of this ordinance shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.

SECTION III. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION V. This ordinance shall be enforced from and after _____, 2006.

RICHLAND COUNTY COUNCIL

BY: _____
Anthony G. Mizzell, Chair

ATTEST THIS THE ____ DAY

OF _____, 2006

Michielle R. Cannon-Finch
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

Approved As To LEGAL Form Only
No Opinion Rendered As To Content

First Reading: June 6, 2006
Second Reading: June 20, 2006
Public Hearing: July 11, 2006 (tentative)
Third Reading: July 11, 2006 (tentative)

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ____-06HR

AN ORDINANCE AUTHORIZING AN AMENDMENT TO THE MASTER AGREEMENT GOVERNING THE I-77 CORRIDOR REGIONAL INDUSTRIAL PARK BY AND BETWEEN RICHLAND COUNTY, SOUTH CAROLINA AND FAIRFIELD COUNTY, SOUTH CAROLINA, IN ORDER TO EXPAND THE BOUNDARIES OF THE PARK TO INCLUDE CERTAIN PROPERTY OWNED BY VULCAN CONSTRUCTION MATERIALS, L.P., AND OTHER MATTERS RELATED THERETO.

WHEREAS, Richland County, South Carolina ("Richland") and Fairfield County, South Carolina ("Fairfield") (collectively, the "Counties"), as authorized under Article VIII, Section 13(D) of the South Carolina Constitution and Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended (the "Act"), have jointly developed the I-77 Corridor Regional Industrial Park (the "Park"); and,

WHEREAS, in response to requests from companies seeking to invest in either Richland or Fairfield, the Counties have heretofore expanded the boundaries of the Park to include additional property, which inclusion has afforded the requesting companies additional tax benefits under South Carolina law; and

WHEREAS, the Counties have entered into separate agreements to reflect each new phase of expansion of the Park ("Phase Agreements"); and

WHEREAS, on April 15, 2003, the Counties entered into an agreement entitled "Master Agreement Governing the I-77 Corridor Regional Industrial Park" (the "Master Agreement"), the provisions of which replaced all existing Phase Agreements and now govern the operation of the Park; and

WHEREAS, Vulcan Construction Materials, L.P., a South Carolina limited partnership, its corporate affiliates and assigns (collectively referred to as the "Company"), has requested that the Counties expand the boundaries of the Park to include two properties located in Richland and described in the attached **Exhibit A** (hereafter, collectively the "Property"); and

WHEREAS, the Counties now desire to expand the boundaries of the Park to include the Property but only until the earlier of the maturity or termination of the Special Source Revenue Bond.

NOW, THEREFORE, BE IT ORDAINED BY THE RICHLAND COUNTY COUNCIL AS FOLLOWS:

Section 1. Expansion of Park Boundaries. There is hereby authorized an expansion of the Park boundaries to include the Company's property. The County Council Chair, or the Vice Chair in the event the Chair is absent, the County Administrator and the Clerk to the County Council are hereby authorized to execute such documents and take such further actions as may be necessary to complete the expansion of the Park boundaries. Pursuant to the terms of the Master Agreement, the expansion shall be complete upon the adoption of this Ordinance by the Richland County Council and a companion Ordinance by the Fairfield County Council, provided however, inclusion of the Property in the Park shall last only until the earlier of the maturity or termination of the Special Source Revenue Bond, both as defined in the Special Source Revenue Bond Ordinance of even date herewith, at which point, the Property will cease

automatically and immediately to be included in the Park without any further action required by the Company or either County.

Section 2. Removal of Property from Park. The Company is not entitled to remove any portion of the Property from the Park. However, the Property remains included in the Park only until the earlier of the maturity or termination of the Special Source Revenue Bond, both as defined in the Special Source Revenue Bond Ordinance of even date herewith, at which point, the Property will cease automatically and immediately to be included in the Park without any further action required by the Company or either County.

Section 3. Savings Clause. If any portion of this Ordinance shall be deemed unlawful, unconstitutional or otherwise invalid, the validity and binding effect of the remaining portions shall not be affected thereby.

Section 4. General Repealer. Any prior Ordinance, the terms of which are in conflict herewith, is, only to the extent of such conflict, hereby repealed.

Section 5. Effectiveness. This Ordinance shall be effective after third and final reading.

RICHLAND COUNTY COUNCIL

By: _____
Anthony G. Mizzell, Chair

(SEAL)

Attest this _____ day of
_____, 2006.

Michielle R. Cannon-Finch
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

Approved As To LEGAL Form Only
No Opinion Rendered As To Content

First Reading: June 6, 2006
Second Reading: June 20, 2006
Third Reading: July 11, 2006 (tentative)

**STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ___-06HR**

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS A PORTION OF TMS # 17500-03-32 FROM RU (RURAL DISTRICT) TO RS-MD (RESIDENTIAL, SINGLE-FAMILY – MEDIUM DENSITY DISTRICT); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, Article VIII of the South Carolina Constitution and Section 4-9-30 of the Code of Laws of South Carolina (the Home Rule Act) gives Richland County broad authority to provide a variety of services and functions within its jurisdiction, including, but not limited to, land use planning and land development regulation, and similar activities and services; and

WHEREAS, Title 6, Chapter 29, of the Code of Laws of South Carolina provides the statutory enabling authority for Richland County to engage in planning and regulation of development within its jurisdiction; and

WHEREAS, Section 6-29-720 of the Code of Laws of South Carolina requires the County to adopt the Land Use Element of its Comprehensive Plan in conformance with the requirements therein as a prerequisite to continuing implementation of its zoning authority; and

WHEREAS, the County Council adopted a Comprehensive Plan on May 3, 1999, in conformance with the requirements Title 6, Chapter 29, of the Code of Laws of South Carolina; and

WHEREAS, Section 6-29-760 of the Code of Laws of South Carolina provides the statutory authority and process to amend the Zoning Ordinance, codified as Chapter 26 of the Richland County Code of Ordinances; and

WHEREAS, this Ordinance complies with the requirements of Section 6-29-760 of the Code of Laws of South Carolina and the ordinance adoption process proscribed in Section 2-28 of the Richland County Code of Ordinances.

NOW, THEREFORE, pursuant to the authority granted by the Constitution and the General Assembly of the State of South Carolina, **BE IT ENACTED BY THE RICHLAND COUNTY COUNCIL:**

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the property (a portion of TMS # 17500-03-32) described in Exhibit A, which is attached hereto, from RU (Rural District) zoning to RS-MD (Residential, Single-Family – Medium Density District) zoning.

Section II. If any section, subsection, or clause of this Ordinance shall be deemed to be unconstitutional, or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.

Section III. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section IV. This ordinance shall be effective from and after _____, 2006.

RICHLAND COUNTY COUNCIL

By: _____
Anthony G. Mizzell, Chair

Attest this _____ day of
_____, 2006.

Michielle R. Cannon-Finch
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

Approved As To LEGAL Form Only.
No Opinion Rendered As To Content.

Public Hearing: June 27, 2006
First Reading: June 27, 2006
Second Reading: July 11, 2006 (tentative)
Third Reading:

Exhibit A
Property Description

PARCEL A:

All that certain piece, parcel or tract of land, with all improvements thereon, situate, lying and being in the County of Richland, State of South Carolina, shown and designated as Parcel A (8.71 acres) on a Plat prepared for Johnnie C. Rivers by C. Ashley Able & Associates, dated August 6, 2004, and, according to said plat, having the following metes and bounds, to-wit:

Beginning at an iron (n) located on the southwestern side of the 66' right-of-way of Longtown Road (S-40-1051) and running in clockwise direction along property of Michael Mungo N82°50'05"W for a distance of 197.46 feet to an iron (o); then turning and running along said property N54°06'05"W for a distance of 1,626.88 feet to an iron pipe (o), this being the Point of Beginning of Parcel A, then turning and running along property now or formerly of I.B.M. N14°20'00"W for a distance of 709.13 feet to an iron (n) marking the centerline of the branch; then turning and running along the centerline of the branch the following courses and distances, N76°43'24"E along said property for a distance of 170.11 feet to a concrete pipe; then turning and running along said property S82°41'27"E for a distance of 99.38 feet to a concrete pipe; then turning and running along said property S16°55'19"E for a distance of 33.20 feet to a concrete pipe; then turning and running along said property N77°29'50"E for a distance of 102.21 feet to a concrete pipe; then turning and running along property of Johnnie C. Rivers S35°33'29"E for a distance of 240.43 feet to an iron (n); then turning and running along said property S42°21'44"E for a distance of 96.98 feet to an iron (n); then turning and running along said property S53°23'10"E for a distance of 111.56 feet to an iron (n); then turning and running along said property S41°38'22"E for a distance of 97.61 feet to an iron (n); then turning and running along said property S10°26'40"E for a distance of 280.86 feet to an iron (n); then turning and running along Parcel B S85°22'58"W for a distance of 66.06 feet to an iron (n); then turning and running along said parcel S88°21'20"W for a distance of 542.88 feet to an iron (o), marking the point of beginning, be all measurements a little more or less. The above-referenced plat is hereby incorporated herein by reference for a more complete description of the premises.

PARCEL B:

All that certain piece, parcel or tract of land, with all improvements thereon, situate, lying and being in the County of Richland, State of South Carolina, shown and designated as Parcel B (24.73 acres) on a Plat prepared for Johnnie C. Rivers by C. Ashley Able & Associates, dated August 6, 2004, and, according to said plat, having the following metes and bounds, to-wit:

Beginning at an iron (n) located on the southwestern side of the 66' right-of-way of Longtown Road (S-40-1051) and running in clockwise direction along property of Michael Mungo N82°50'05"W for a distance of 197.46 feet to a iron (o); then turning and running along said property N54°06'05"W for a distance of 1,626.88 feet to an iron pipe (o), then turning and running along Parcel A N88°21'20"E for a distance of 542.88 feet to an iron (o); then continuing along Parcel A N85°22'58"E for a distance of 66.06 feet to an iron (n); then continuing along property of Johnnie C. Rivers N85°22'58"E for a distance of 332.05 feet to an iron (o); then

turning and running along said property $N88^{\circ}42'35''E$ for a distance of 590.66 feet to an iron (o); then turning and running along said property $S80^{\circ}02'44''E$ for a distance of 67.51 feet to an iron (a); then turning and running along said property $S61^{\circ}14'51''E$ for a distance of 292.29 feet to an iron (o); then turning and running along the western side of the 66' right-of-way of Longtown Road (S-40-1051) $S17^{\circ}32'22''W$ for a distance of 247.37 feet to a concrete pipe; then continuing along said right-of-way $S19^{\circ}14'45''W$ for a distance of 197.45 feet to a concrete pipe; then turning and running along said right-of-way $S21^{\circ}05'10''W$ for a distance of 217.35 feet to a concrete pipe; then continuing along said right-of-way $S23^{\circ}24'17''W$ for a distance of 213.32 feet to a concrete pipe; then turning and running along said right-of-way $S22^{\circ}17'14''W$ for a distance of 86.74 feet to an iron pin (n), marking the point of beginning, be all measurements a little more or less. The above-referenced plat is hereby incorporated herein by reference for a more complete description of the premises.

**STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ___-06HR**

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # 22601-01-03 FROM RM-MD (RESIDENTIAL, MULTI-FAMILY – MEDIUM DENSITY DISTRICT) TO GC (GENERAL COMMERCIAL DISTRICT); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, Article VIII of the South Carolina Constitution and Section 4-9-30 of the Code of Laws of South Carolina (the Home Rule Act) gives Richland County broad authority to provide a variety of services and functions within its jurisdiction, including, but not limited to, land use planning and land development regulation, and similar activities and services; and

WHEREAS, Title 6, Chapter 29, of the Code of Laws of South Carolina provides the statutory enabling authority for Richland County to engage in planning and regulation of development within its jurisdiction; and

WHEREAS, Section 6-29-720 of the Code of Laws of South Carolina requires the County to adopt the Land Use Element of its Comprehensive Plan in conformance with the requirements therein as a prerequisite to continuing implementation of its zoning authority; and

WHEREAS, the County Council adopted a Comprehensive Plan on May 3, 1999, in conformance with the requirements Title 6, Chapter 29, of the Code of Laws of South Carolina; and

WHEREAS, Section 6-29-760 of the Code of Laws of South Carolina provides the statutory authority and process to amend the Zoning Ordinance, codified as Chapter 26 of the Richland County Code of Ordinances; and

WHEREAS, this Ordinance complies with the requirements of Section 6-29-760 of the Code of Laws of South Carolina and the ordinance adoption process proscribed in Section 2-28 of the Richland County Code of Ordinances.

NOW, THEREFORE, pursuant to the authority granted by the Constitution and the General Assembly of the State of South Carolina, BE IT ENACTED BY THE RICHLAND COUNTY COUNCIL:

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the property described as TMS # 22601-01-03 from RM-MD (Residential, Multi-Family – Medium Density District) zoning to GC (General Commercial District) zoning.

Section II. If any section, subsection, or clause of this Ordinance shall be deemed to be unconstitutional, or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.

Section III. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section IV. This ordinance shall be effective from and after _____, 2006.

RICHLAND COUNTY COUNCIL

By: _____
Anthony G. Mizzell, Chair

Attest this _____ day of
_____, 2006.

Michielle R. Cannon-Finch
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

Approved As To LEGAL Form Only.
No Opinion Rendered As To Content.

Public Hearing: June 27, 2006
First Reading: June 27, 2006
Second Reading: July 11, 2006 (tentative)
Third Reading:

**STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ___-06HR**

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # 16104-02-13 FROM M-1 (LIGHT INDUSTRIAL DISTRICT) TO GC (GENERAL COMMERCIAL DISTRICT); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, Article VIII of the South Carolina Constitution and Section 4-9-30 of the Code of Laws of South Carolina (the Home Rule Act) gives Richland County broad authority to provide a variety of services and functions within its jurisdiction, including, but not limited to, land use planning and land development regulation, and similar activities and services; and

WHEREAS, Title 6, Chapter 29, of the Code of Laws of South Carolina provides the statutory enabling authority for Richland County to engage in planning and regulation of development within its jurisdiction; and

WHEREAS, Section 6-29-720 of the Code of Laws of South Carolina requires the County to adopt the Land Use Element of its Comprehensive Plan in conformance with the requirements therein as a prerequisite to continuing implementation of its zoning authority; and

WHEREAS, the County Council adopted a Comprehensive Plan on May 3, 1999, in conformance with the requirements Title 6, Chapter 29, of the Code of Laws of South Carolina; and

WHEREAS, Section 6-29-760 of the Code of Laws of South Carolina provides the statutory authority and process to amend the Zoning Ordinance, codified as Chapter 26 of the Richland County Code of Ordinances; and

WHEREAS, this Ordinance complies with the requirements of Section 6-29-760 of the Code of Laws of South Carolina and the ordinance adoption process proscribed in Section 2-28 of the Richland County Code of Ordinances.

NOW, THEREFORE, pursuant to the authority granted by the Constitution and the General Assembly of the State of South Carolina, BE IT ENACTED BY THE RICHLAND COUNTY COUNCIL:

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the property described as TMS # 16104-02-13 from M-1 (Light Industrial District) zoning to GC (General Commercial District) zoning.

Section II. If any section, subsection, or clause of this Ordinance shall be deemed to be unconstitutional, or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.

Section III. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section IV. This ordinance shall be effective from and after _____, 2006.

RICHLAND COUNTY COUNCIL

By: _____
Anthony G. Mizzell, Chair

Attest this _____ day of
_____, 2006.

Michielle R. Cannon-Finch
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

Approved As To LEGAL Form Only.
No Opinion Rendered As To Content.

Public Hearing: June 27, 2006
First Reading: June 27, 2006
Second Reading: July 11, 2006 (tentative)
Third Reading:

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ___-06HR

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # 20200-01-18 FROM NC (NEIGHBORHOOD COMMERCIAL DISTRICT) TO OI (OFFICE AND INSTITUTIONAL DISTRICT); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, Article VIII of the South Carolina Constitution and Section 4-9-30 of the Code of Laws of South Carolina (the Home Rule Act) gives Richland County broad authority to provide a variety of services and functions within its jurisdiction, including, but not limited to, land use planning and land development regulation, and similar activities and services; and

WHEREAS, Title 6, Chapter 29, of the Code of Laws of South Carolina provides the statutory enabling authority for Richland County to engage in planning and regulation of development within its jurisdiction; and

WHEREAS, Section 6-29-720 of the Code of Laws of South Carolina requires the County to adopt the Land Use Element of its Comprehensive Plan in conformance with the requirements therein as a prerequisite to continuing implementation of its zoning authority; and

WHEREAS, the County Council adopted a Comprehensive Plan on May 3, 1999, in conformance with the requirements Title 6, Chapter 29, of the Code of Laws of South Carolina; and

WHEREAS, Section 6-29-760 of the Code of Laws of South Carolina provides the statutory authority and process to amend the Zoning Ordinance, codified as Chapter 26 of the Richland County Code of Ordinances; and

WHEREAS, this Ordinance complies with the requirements of Section 6-29-760 of the Code of Laws of South Carolina and the ordinance adoption process proscribed in Section 2-28 of the Richland County Code of Ordinances.

NOW, THEREFORE, pursuant to the authority granted by the Constitution and the General Assembly of the State of South Carolina, BE IT ENACTED BY THE RICHLAND COUNTY COUNCIL:

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the property described as TMS # 20200-01-18 from NC (Neighborhood Commercial District) zoning to OI (Office and Institutional District) zoning.

Section II. If any section, subsection, or clause of this Ordinance shall be deemed to be unconstitutional, or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.

Section III. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section IV. This ordinance shall be effective from and after _____, 2006.

RICHLAND COUNTY COUNCIL

By: _____
Anthony G. Mizzell, Chair

Attest this _____ day of
_____, 2006.

Michielle R. Cannon-Finch
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

Approved As To LEGAL Form Only.
No Opinion Rendered As To Content.

Public Hearing: June 27, 2006
First Reading: June 27, 2006
Second Reading: July 11, 2006 (tentative)
Third Reading:

**STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ___-06HR**

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS A PORTION OF TMS # 24700-02-08 FROM RS-LD (RESIDENTIAL, SINGLE-FAMILY – LOW DENSITY DISTRICT) TO NC (NEIGHBORHOOD COMMERCIAL DISTRICT); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, Article VIII of the South Carolina Constitution and Section 4-9-30 of the Code of Laws of South Carolina (the Home Rule Act) gives Richland County broad authority to provide a variety of services and functions within its jurisdiction, including, but not limited to, land use planning and land development regulation, and similar activities and services; and

WHEREAS, Title 6, Chapter 29, of the Code of Laws of South Carolina provides the statutory enabling authority for Richland County to engage in planning and regulation of development within its jurisdiction; and

WHEREAS, Section 6-29-720 of the Code of Laws of South Carolina requires the County to adopt the Land Use Element of its Comprehensive Plan in conformance with the requirements therein as a prerequisite to continuing implementation of its zoning authority; and

WHEREAS, the County Council adopted a Comprehensive Plan on May 3, 1999, in conformance with the requirements Title 6, Chapter 29, of the Code of Laws of South Carolina; and

WHEREAS, Section 6-29-760 of the Code of Laws of South Carolina provides the statutory authority and process to amend the Zoning Ordinance, codified as Chapter 26 of the Richland County Code of Ordinances; and

WHEREAS, this Ordinance complies with the requirements of Section 6-29-760 of the Code of Laws of South Carolina and the ordinance adoption process proscribed in Section 2-28 of the Richland County Code of Ordinances.

NOW, THEREFORE, pursuant to the authority granted by the Constitution and the General Assembly of the State of South Carolina, BE IT ENACTED BY THE RICHLAND COUNTY COUNCIL:

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the property (a portion of TMS # 24700-02-08) described in Exhibit A, which is attached hereto, from RS-LD (Residential, Single-Family – Low Density District) zoning to NC (Neighborhood Commercial District) zoning.

Section II. If any section, subsection, or clause of this Ordinance shall be deemed to be unconstitutional, or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.

Section III. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section IV. This ordinance shall be effective from and after _____, 2006.

RICHLAND COUNTY COUNCIL

By: _____
Anthony G. Mizzell, Chair

Attest this _____ day of
_____, 2006.

Michielle R. Cannon-Finch
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

Approved As To LEGAL Form Only.
No Opinion Rendered As To Content.

Public Hearing: June 27, 2006
First Reading: June 27, 2006
Second Reading: July 11, 2006 (tentative)
Third Reading:

Exhibit A
Property Description

Commencing at a point at the centerline of the intersection of U. S. Highway # 378 (Garners Ferry Road) and Lower Richland Boulevard and running S04°07'W for a distance of 371' to an iron, said iron being the Point of Beginning;

Thence, from the Point of Beginning running in a clockwise direction, S84°14'46"E for a distance of 565.68' to an iron, said line being bounded on the North by lands of N/F H R Developers, LLC;

Thence, turning and running S38°58'12"W for a distance of 308.66' to an iron, said line being bounded on the East by lands of N/F Laurinton Dairy Farms;

Thence, turning and running S51°01'48"E for a distance of 120.00' to an iron, said line being bounded on the North by lands of N/F Laurinton Dairy Farms;

Thence, turning and running S38°58'12"W for a distance of 117.49' to an iron, said line being bounded on the East by lands of N/F Laurinton Dairy Farms;

Thence turning and running along a curved line with a chord bearing and distance of S34°47'48"W 50.94' with a radius of 350.0', said line being bounded on the East by lands of N/F Laurinton Dairy Farms;

Thence turning and running along a curved line with a chord bearing and distance of S66°34'32"W 117.42' with a radius of 100.0', said line being bounded on the South by lands of N/F Laurinton Dairy Farms;

Thence, turning and running N77°28'21"W for a distance of 334.70' to an iron, said line being bounded on the South by lands of N/F Laurinton Dairy Farms;

Thence turning and running N08°56'27"E for a distance of 485.31' to an iron, said line being the Eastern R/W of Lower Richland Boulevard, said point being the Point of Beginning.

Property contains 5.53 Acres with property description taken from Boundary Survey prepared for Development Services, LLC by Civil Engineering of Columbia dated Feb. 21, 2006.

**STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ___-06HR**

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # 13416-01-01 FROM RS-HD (RESIDENTIAL, SINGLE-FAMILY – HIGH DENSITY DISTRICT) TO NC (NEIGHBORHOOD COMMERCIAL DISTRICT); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, Article VIII of the South Carolina Constitution and Section 4-9-30 of the Code of Laws of South Carolina (the Home Rule Act) gives Richland County broad authority to provide a variety of services and functions within its jurisdiction, including, but not limited to, land use planning and land development regulation, and similar activities and services; and

WHEREAS, Title 6, Chapter 29, of the Code of Laws of South Carolina provides the statutory enabling authority for Richland County to engage in planning and regulation of development within its jurisdiction; and

WHEREAS, Section 6-29-720 of the Code of Laws of South Carolina requires the County to adopt the Land Use Element of its Comprehensive Plan in conformance with the requirements therein as a prerequisite to continuing implementation of its zoning authority; and

WHEREAS, the County Council adopted a Comprehensive Plan on May 3, 1999, in conformance with the requirements Title 6, Chapter 29, of the Code of Laws of South Carolina; and

WHEREAS, Section 6-29-760 of the Code of Laws of South Carolina provides the statutory authority and process to amend the Zoning Ordinance, codified as Chapter 26 of the Richland County Code of Ordinances; and

WHEREAS, this Ordinance complies with the requirements of Section 6-29-760 of the Code of Laws of South Carolina and the ordinance adoption process proscribed in Section 2-28 of the Richland County Code of Ordinances.

NOW, THEREFORE, pursuant to the authority granted by the Constitution and the General Assembly of the State of South Carolina, **BE IT ENACTED BY THE RICHLAND COUNTY COUNCIL:**

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the property described as TMS # 13416-01-01 from RS-HD (Residential, Single-Family – High Density District) zoning to NC (Neighborhood Commercial District) zoning.

Section II. If any section, subsection, or clause of this Ordinance shall be deemed to be unconstitutional, or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.

Section III. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section IV. This ordinance shall be effective from and after _____, 2006.

RICHLAND COUNTY COUNCIL

By: _____
Anthony G. Mizzell, Chair

Attest this _____ day of
_____, 2006.

Michielle R. Cannon-Finch
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

Approved As To LEGAL Form Only.
No Opinion Rendered As To Content.

Public Hearing: June 27, 2006
First Reading: June 27, 2006
Second Reading: July 11, 2006 (tentative)
Third Reading:

**STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ___ -06HR**

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # 13607-02-01 FROM HI (HEAVY INDUSTRIAL DISTRICT) TO RM-MD (RESIDENTIAL, MULTI-FAMILY – MEDIUM DENSITY DISTRICT); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, Article VIII of the South Carolina Constitution and Section 4-9-30 of the Code of Laws of South Carolina (the Home Rule Act) gives Richland County broad authority to provide a variety of services and functions within its jurisdiction, including, but not limited to, land use planning and land development regulation, and similar activities and services; and

WHEREAS, Title 6, Chapter 29, of the Code of Laws of South Carolina provides the statutory enabling authority for Richland County to engage in planning and regulation of development within its jurisdiction; and

WHEREAS, Section 6-29-720 of the Code of Laws of South Carolina requires the County to adopt the Land Use Element of its Comprehensive Plan in conformance with the requirements therein as a prerequisite to continuing implementation of its zoning authority; and

WHEREAS, the County Council adopted a Comprehensive Plan on May 3, 1999, in conformance with the requirements Title 6, Chapter 29, of the Code of Laws of South Carolina; and

WHEREAS, Section 6-29-760 of the Code of Laws of South Carolina provides the statutory authority and process to amend the Zoning Ordinance, codified as Chapter 26 of the Richland County Code of Ordinances; and

WHEREAS, this Ordinance complies with the requirements of Section 6-29-760 of the Code of Laws of South Carolina and the ordinance adoption process proscribed in Section 2-28 of the Richland County Code of Ordinances.

NOW, THEREFORE, pursuant to the authority granted by the Constitution and the General Assembly of the State of South Carolina, BE IT ENACTED BY THE RICHLAND COUNTY COUNCIL:

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the property described as TMS # 13607-02-01 from HI (Heavy Industrial District) zoning to RM-MD (Residential, Multi-Family – Medium Density District) zoning.

Section II. If any section, subsection, or clause of this Ordinance shall be deemed to be unconstitutional, or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.

Section III. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section IV. This ordinance shall be effective from and after _____, 2006.

RICHLAND COUNTY COUNCIL

By: _____
Anthony G. Mizzell, Chair

Attest this _____ day of
_____, 2006.

Michielle R. Cannon-Finch
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

Approved As To LEGAL Form Only.
No Opinion Rendered As To Content.

Public Hearing: June 27, 2006
First Reading: June 27, 2006
Second Reading: July 11, 2006 (tentative)
Third Reading:

DRAFT

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ____-06HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 2, ADMINISTRATION; ARTICLE VII, BOARDS, COMMISSIONS AND COMMITTEES; SECTION 2-326, BOARDS AND COMMISSION CREATED AND RECOGNIZED; SUBSECTION (B), THE RICHLAND COUNTY PLANNING COMMISSION; SO AS TO REQUIRE RESIDENCY IN THE UNINCORPORATED AREA OF THE COUNTY AS A CONDITION OF APPOINTMENT.

Pursuant to the authority granted by the Constitution of the State of South Carolina and the General Assembly of the State of South Carolina, BE IT ENACTED BY THE COUNTY COUNCIL FOR RICHLAND COUNTY:

SECTION I. The Richland County Code of Ordinances, Chapter 2, Administration; Article VII, Boards, Commissions and Committees; Section 2-326, Boards and commissions created and recognized; Subsection (b), The Richland County Planning Commission; is hereby reorganized and amended as follows:

(b) *The Richland County Planning Commission.*

- (1) The commission shall consist of not less than five (5) or more than nine (9) members, appointed by the council for a term of four (4) years. Any person who is appointed to the commission after September 1, 2006 must reside in Richland County. In appointing members to the commission, council shall give due consideration as to whether applicants live in an incorporated or unincorporated area of the County.
- (2) The commission shall perform all duties provided by law.

SECTION II. Severability. If any section, subsection, or clause of this Ordinance shall be held by a court of competent jurisdiction to be unconstitutional or otherwise invalid, such finding shall not affect the validity of the remaining sections, subsections, and clauses of this Ordinance.

SECTION III. Conflicting Ordinances Repealed. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION IV. Effective Date. This Ordinance shall be effective from and after _____, 2006.

RICHLAND COUNTY COUNCIL

BY: _____
Anthony G. Mizzell, Chair

DRAFT

ATTEST this the ____ day of

_____, 2006

Michielle R. Cannon-Finch
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

Approved As To LEGAL Form Only.
No Opinion Rendered As To Content.

First Reading: June 20, 2006
Second Reading: July 11, 2006 (tentative)
Third Reading:

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ___-06HR

AN ORDINANCE AMENDING THE FISCAL YEAR 2006-2007 ANNUAL BUDGET FOR THE CREATION OF A NEW MASS TRANSIT FUND WHICH WILL BE FUNDED WITH A \$30 MASS TRANSIT FEE AND TO APPROPRIATE SEVEN MILLION FIVE HUNDRED THOUSAND DOLLARS (\$7,500,000.00) FOR THE SETUP OF THE NEW FUND.

Pursuant to the authority granted by the Constitution and the General Assembly of the State of South Carolina, BE IT ENACTED BY THE COUNTY COUNCIL FOR RICHLAND COUNTY:

SECTION I. The fiscal year 2006-2007 Annual Budget is hereby amended to include a \$30.00 Mass Transit Fee and that the amount of Seven Million Five Hundred Thousand Dollars (\$7,500,000.00) be appropriated to the Mass Transit Budget. The proceeds will go into a newly created Mass Transit Fund and be used specifically to fund mass transit in Richland County.

Section 22a. Richland County hereby enacts the implementation of a \$30 Mass Transit Fee to be collected by the Treasurer. The goal of collecting this revenue will be to offset the cost of providing mass transit in the County. The Treasurer and the Finance Director will assess the status of fees collected at the end of each fiscal year.

REVENUE

Mass Transit Revenue appropriated July 1, 2006:	\$ -0-
Mass Transit Revenue based on amendment:	<u>7,500,000</u>
Total Mass Transit System Revenue as Amended:	\$ 7,500,000

EXPENDITURES

Mass Transit Expenditures appropriated July 1, 2006 as amended:	\$ -0-
Increase appropriation for Mass Transit Expenditures:	<u>7,500,000</u>
Total Mass Transit Expenditures as Amended:	\$ 7,500,000

SECTION II. Severability. If any section, subsection, or clause of this ordinance shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.

SECTION III. Conflicting Ordinances Repealed. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION IV. Effective Date. This ordinance shall be enforced from and after _____, 2006.

RICHLAND COUNTY COUNCIL

BY: _____
Anthony G. Mizzell, Chair

ATTEST THIS THE ____ DAY
OF _____, 2006

Michielle R. Cannon-Finch
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

Approved As To LEGAL Form Only
No Opinion Rendered As To Content

First Reading: June 20, 2006
Second Reading: July 11, 2006 (tentative)
Public Hearing:
Third Reading:

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ___-06HR

AN ORDINANCE TO LEVY AND IMPOSE A ONE PERCENT SALES AND USE TAX, SUBJECT TO A REFERENDUM, WITHIN RICHLAND COUNTY PURSUANT TO SECTION 4-37-30 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED; TO DEFINE THE SPECIFIC PURPOSES AND DESIGNATE THE PROJECTS FOR WHICH THE PROCEEDS OF THE TAX MAY BE USED; TO PROVIDE THE MAXIMUM TIME FOR WHICH SUCH TAX MAY BE IMPOSED; TO PROVIDE THE ESTIMATED COST OF THE PROJECTS FUNDED FROM THE PROCEEDS OF THE TAX; TO PROVIDE FOR A COUNTY-WIDE REFERENDUM ON THE IMPOSITION OF THE SALES AND USE TAX AND THE ISSUANCE OF GENERAL OBLIGATION BONDS AND TO PRESCRIBE THE CONTENTS OF THE BALLOT QUESTIONS IN THE REFERENDUM; TO PROVIDE FOR THE CONDUCT OF THE REFERENDUM BY THE RICHLAND COUNTY ELECTION COMMISSION; TO PROVIDE FOR THE ADMINISTRATION OF THE TAX, IF APPROVED; TO PROVIDE FOR THE PAYMENT OF THE TAX, IF APPROVED; AND TO PROVIDE FOR OTHER MATTERS RELATING THERETO.

Pursuant to the authority by the Constitution of the State of South Carolina and the General Assembly of the State of South Carolina, BE IT ENACTED BY RICHLAND COUNTY COUNCIL:

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

(a) The South Carolina General Assembly has enacted Chapter 37, Title 4 of the Code of Laws of South Carolina 1976, as amended (the "Act"), pursuant to which the county governing body may impose by ordinance a sales and use tax in an amount not to exceed one percent, subject to the favorable results of a referendum, within the county area for a specific purpose or purposes and for a limited amount of time to collect a limited amount of money.

(b) Pursuant to the terms of the Act, the South Carolina General Assembly has authorized county government to finance the costs of acquiring, designing, constructing, equipping and operating highways, roads, streets, bridges, mass transit system, and other transportation-related projects either alone or in partnership with other governmental entities. As a means to furthering the powers granted to the County under the provisions of Section 4-9-30 and Sections 6-21-10, *et. seq* of the Code of Laws of South Carolina 1976, as amended, the County Council is authorized to form a transportation authority or to enter into a partnership, consortium, or other contractual arrangement with one or more other governmental entities pursuant to the Act. The County Council has decided to provide funding for roads, mass transit, and greenbelts, *inter alia*, without the complexity of a transportation authority or entering into a partnership, consortium, or other contractual arrangements with one or more other governmental entities at this time; provided that nothing herein shall preclude County Council from entering into partnerships, consortiums, or other contractual arrangements in the future. County Council may utilize such provisions in the future as necessary or convenient to promote the public purposes served by funding roads, mass transit, and greenbelts as provided in this Ordinance.

(c) The County Council finds that a one percent sales and use tax should be levied and imposed within Richland County, for the following projects and purposes:

- Project (1) For financing the costs of highways, roads, streets, bridges, intersection improvements, railroad crossings, paving dirt roads, repaving roads, greenbelts, bike paths, neighborhood street and traffic improvements, sidewalks, other transportation-related projects and facilities, drainage facilities related thereto, and maintenance of all of the above in the amount of \$1,302,532,500; and
- Project (2) For mass transit systems operated by the Central Midlands Regional Transit Authority or jointly operated by the County and other governmental entities in the amount of \$434,177,500.

(the above herein collectively referred to as the "Projects").

For a period not to exceed 25 years from the date of imposition of such tax, to fund the projects at a maximum cost not to exceed \$1,736,710,000 to be funded from the net proceeds of a sales and use tax imposed in Richland County pursuant to provisions of the Act, subject to approval of the qualified electors of Richland County in referendum to be held on November 7, 2006. The imposition of the sales and use tax and the use of sales and use tax revenue, if approved in the referendum, shall be subject to the conditions precedent and conditions or restrictions on the use and expenditure of sales and use tax revenue established by the Act, the provisions of this Ordinance, and other applicable law. Subject to annual appropriations by County Council, sales and use tax revenues shall be used for the costs of the projects established in this Ordinance, as it may be amended from time to time, including, without limitation, payment of administrative costs of the projects, and such sums as may be required in connection with the issuance of bonds, the proceeds of which are applied to pay costs of the projects. All spending shall be subject to an annual independent audit to be made available to the public.

(d) County Council finds that the imposition of a sales and use tax in Richland County for the projects and purposes defined in this Ordinance for a limited time not to exceed 25 years to collect a limited amount of money will serve a public purpose, provide funding for roads and transportation, mass transit, and greenbelts to facilitate economic development, promote public safety, provide needed infrastructure, promote desirable living conditions, enhance the quality of life in Richland County, and promote public health and safety in the event of fire, emergency, panic, and other dangers, and prepare Richland County to meet present and future needs of Richland County and its citizens.

Section 2. Approval of Sales and Use Tax Subject to Referendum.

(a) A sales and use tax (the "Sales and Use Tax"), as authorized by the Act, is hereby imposed in Richland County, South Carolina, subject to a favorable vote of a majority of the qualified electors voting in a referendum on the imposition of the tax to be held in Richland County, South Carolina on November 7, 2006.

(b) The Sales and Use Tax shall be imposed for a period not to exceed 25 years from the date of imposition.

(c) The maximum cost of the projects to be funded from the proceeds of the Sales and Use Tax shall not exceed, in the aggregate, the sum of \$1,736,710,000, and the maximum amount of net proceeds to be raised by the tax shall not exceed \$1,736,710,000, which includes administrative costs and debt service on bonds issued to pay for the projects. The estimated principal amount of initial authorization of bonds to be issued to pay costs of the projects and to be paid by a portion of the Sales and Use Tax is \$500,000,000.

(d) The Sales and Use Tax shall be expended for the costs of the following projects, including payment of any sums as may be required for the issuance of and debt service for bonds, the proceeds of which are applied to the Projects.

(e) If the Sales and Use Tax is approved by a majority of the qualified electors voting in a referendum to be held in Richland County on November 7, 2006, the tax is to be imposed on the first day of May, 2007 provided the Richland County Election Commission (the "Commission") shall certify the results not later than November 30, 2006, to the County Council and the South Carolina Department of Revenue. Included in the certification must be the maximum cost of the projects to be funded in whole or in part from the proceeds of the tax, the maximum time specified for the imposition of the tax, and the principal amount of initial authorization of bonds, if any, to be supported by a portion of the tax.

(f) The Sales and Use Tax, if approved in the referendum conducted on November 7, 2006 shall terminate on the earlier of:

(i) on May 1, 2032; or

(ii) the end of the calendar month during which the Department of Revenue determines that the tax has raised revenues sufficient to provide the greater of either the costs of the projects as approved in the referendum or the cost to amortize all debts related to the approved projects.

(g) Amounts of Sales and Use Tax collected in excess of the required proceeds must first be applied, if necessary, to complete each project for which the tax was imposed. Any additional revenue collected above the specified amount must be applied to the reduction of debt principal of Richland County on transportation infrastructure debts only.

(h) The Sales and Use Tax must be administered and collected by the South Carolina Department of Revenue in the same manner that other sales and use taxes are collected. The Department may prescribe amounts that may be added to the sales price because of the tax.

(i) The Sales and Use Tax is in addition to all other local sales and use taxes and applies to the gross proceeds of sales in the applicable area that is subject to the tax imposed by Chapter 36 of Title 12 of the Code of Laws of South Carolina, and the enforcement provisions of Chapter 54 of Title 12 of the Code of Laws of South Carolina. The gross proceeds of the sale of items subject to a maximum tax in Chapter 36 of Title 12 of the Code of Laws of South Carolina are exempt from the tax imposed by this Ordinance. The gross proceeds of the sale of food lawfully purchased with United States Department of Agriculture Food Stamps are exempt from the tax imposed by this Ordinance. The tax imposed by this Ordinance also applies to tangible property subject to the use tax in Article 13, Chapter 36 of Title 12 of the Code of Laws of South Carolina.

(j) Taxpayers required to remit taxes under Article 13, Chapter 36 of Title 12 of the Code of Laws of South Carolina must identify the county in which the personal property purchased at retail is stored, used, or consumed in this State.

(k) Utilities are required to report sales in the county in which the consumption of the tangible personal property occurs.

(l) A taxpayer subject to the tax imposed by Section 12-36-920 of the Code of Laws of South Carolina 1976, as amended, who owns or manages rental units in more than one county must report separately in his sales tax return the total gross proceeds from business done in each county.

(m) The gross proceeds of sales of tangible personal property delivered after the imposition date of the Sales and Use Tax, either under the terms of a construction contract executed before the imposition date, or written bid submitted before the imposition date, culminating in a construction contract entered into before or after the imposition date, are exempt from the sales and use tax provided in this ordinance if a verified copy of the contract is filed with Department of Revenue within six months after the imposition date of the sales and use tax provided for in this Ordinance.

(n) Notwithstanding the imposition date of the Sales and Use Tax with respect to services that are billed regularly on a monthly basis, the sales and use tax authorized pursuant to this ordinance is imposed beginning on the first day of the billing period beginning on or after the imposition date.

Section 3. Remission of Sales and Use Tax; Segregation of Funds; Administration of Funds; Distribution to Counties: Confidentially.

(a) The revenues of the Sales and Use Tax collected under this Ordinance must be remitted to the State Treasurer and credited to a fund separate and distinct from the general fund of the State. After deducting the amount of any refunds made and costs to the Department of Revenue of administering the tax, not to exceed one percent of such revenues, the State Treasurer shall distribute the revenues quarterly to the Richland County Treasurer and the revenues must be used only for the purposes stated herein. The State Treasurer may correct misallocations by adjusting subsequent distributions, but these distributions must be made in the same fiscal year as the misallocation. However, allocations made as a result of city or county code errors must be corrected prospectively.

- (b) (i) Any outside agencies, political subdivisions or organizations designated to receive funding from the Sales and Use Tax must annually submit requests for funding in accordance with procedures and schedules established by the County Administrator. The County Administrator shall prepare the proposed budget for the Sales and Use Tax and submit it to the County Council at such time as the County Council determines. At the time of submitting the proposed budget, the County Administrator shall submit to the County Council a statement describing the important features of the proposed budget.
- (ii) County Council shall adopt annually and prior to the beginning of fiscal year a budget for expenditures of Sales and Use Tax revenues. County Council may make supplemental appropriations for the Sales and Use Tax following the same procedures prescribed for the enactment of other budget ordinances. The provisions of this section shall not be construed to prohibit the transfer of funds appropriated in the annual budget for the Sales and Use Tax for purposes other than as specified in the annual budget when such transfers are approved by County Council. In the preparation of the annual budget, County Council may require any reports, estimates, and statistics from any county agency or department as may be necessary to perform its duties as the responsible fiscal body of the County.
- (iii) Except as specifically authorized by County Council, any outside agency or organization receiving an appropriation of the Sales and Use Tax must provide to County Council an independent annual audit of such agency's or organization's financial records and transactions and such other and more frequent financial information as required by County Council, all in form satisfactory to County Council.

(c) The Department of Revenue shall furnish data to the State Treasurer and to the Richland County Treasurer for the purpose of calculating distributions and estimating revenues. The information which must be supplied to the County upon request includes, but is not limited to, gross receipts, net taxable sales, and tax liability by taxpayers. Information about a specific taxpayer is considered confidential and is governed by the provisions of S.C. Code Ann. Section 12-54-240. Any person violating the provisions of this section shall be subject to the penalties provided in S.C. Code Ann. Section 12-54-240.

Section 4. Sales and Use Tax Referendum; Ballot Question.

(a) The Commission shall conduct a referendum on the question of imposing the Sales and Use Tax in the area of Richland County on Tuesday, November 7, 2006, between the hours of 7 a.m. and 7 p.m. under the election laws of the State of South Carolina, mutatis mutandis. The Commission shall publish in a newspaper of general circulation the question that is to appear on the ballot, with the list of projects and purposes as set forth herein, and the cost of projects, and shall publish such election and other notices as are required by law.

(b) The referendum question to be on the ballot of the referendum to be held in Richland County on November 7, 2006, must read substantially as follows:

RICHLAND COUNTY SPECIAL SALES AND USE TAX FOR TRANSPORTATION PROJECTS

QUESTION 1

I approve a special sales and use tax in the amount of 1% to be imposed in Richland County for not more than 25 years. The sales tax proceeds will be used for the following projects:

- Project (1) For financing the costs of highways, roads, streets, bridges, intersection improvements, railroad crossings, paving dirt roads, repaving roads, greenbelts, bike paths, neighborhood street and traffic improvements, sidewalks, other transportation-related projects and facilities, drainage facilities related thereto, and maintenance of all of the above in the amount of \$1,302,632,500; and
- Project (2) For mass transit systems operated by the Central Midlands Regional Transit Authority or jointly operated by the County and other governmental entities in the amount of \$434,177,500.

YES

NO

Instructions to Voters: All qualified electors desiring to vote in favor of levying the special sales and use tax shall vote YES; and

All qualified electors opposed to levying the special sales and use tax shall vote NO.

QUESTION 2

I approve the issuance of not exceeding \$500,000,000 of general obligation bonds of Richland County, payable from the special sales and use tax described in Question 1 above, maturing over a period not to exceed 25 years, to fund completion of projects from among the categories described in Question 1 above.

YES

NO

Instructions to Voters: All qualified electors desiring to vote in favor of the issuance of bonds for the stated purposes shall vote YES; and

All qualified electors opposed to the issuance of bonds for the stated purposes shall vote NO.

(c) In the referendum on the imposition of a special sales and use tax in Richland County, all qualified electors desiring to vote in favor of imposing the tax for the stated purposes shall vote Ayes@ and all qualified electors opposed to levying the tax shall vote Ano@. If a majority of the electors voting in the referendum shall vote in favor of imposing the tax, then the tax is imposed as provided in the Act and this Ordinance. Expenses of the referendum must be paid by Richland County government.

(d) In the referendum on the issuance of bonds, all qualified electors desiring to vote in favor of the issuance of bonds for the stated purpose shall vote "yes" and all qualified electors opposed to the issuance of bonds shall vote "no". If a majority of the electors voting in the referendum shall vote in favor of the issuance of bonds, then the issuance of bonds shall be authorized in accordance with S.C. Constitution Article X, Section 14, Paragraph (6). Expenses of the referendum must be paid by Richland County government.

Section 5. Imposition of Tax Subject to Referendum.

The imposition of the Sales and Use Tax in Richland County is subject in all respects to the favorable vote of a majority of qualified electors casting votes in a referendum on the question of imposing a sales and use tax in the area of Richland County in a referendum to be conducted by the Board of Elections and Voter Registration of Richland County on November 7, 2006, and the favorable vote of a majority of the qualified electors voting in such referendum shall be a condition precedent to the imposition of a sales and use tax pursuant to the provisions of this Ordinance.

Section 6. Miscellaneous.

(a) If any one or more of the provisions or portions hereof are determined by a court of competent jurisdiction to be contrary to law, then that provision or portion shall be deemed severable from the remaining terms or portions hereof and the invalidity thereof shall in no way affect the validity of the other provisions of this Ordinance; if any provisions of this Ordinance shall be held or deemed to be or shall, in fact, be inoperative or unenforceable or invalid as applied to any particular case in any jurisdiction or in all cases because it conflicts with any constitution or statute or rule of public policy, or for any other reason, those circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable or invalid in any other case or circumstance, or of rendering any other provision or provisions herein contained inoperative or unenforceable or invalid to any extent whatever; provided, however, that the Sales and Use Tax may not be imposed without the favorable results of the referendum to be held on November 7, 2006

(b) This Ordinance shall be construed and interpreted in accordance with the laws of the State of South Carolina.

(c) The headings or titles of the several sections hereof shall be solely for convenience of reference and shall not effect the meaning, construction, interpretation, or effect of this ordinance.

(d) This Ordinance shall take effect immediately upon approval at third reading.

(e) All previous ordinances regarding the same subject matter as this ordinance are hereby repealed.

[Signature page to follow]

Enacted this ____ day of _____, 2006.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Anthony G. Mizzell, Chair
Richland County Council

(SEAL)

ATTEST THIS ____ DAY OF
_____, 2006.

Michielle R. Cannon-Finch
Clerk of County Council

RICHLAND COUNTY ATTORNEY'S OFFICE

Approved As To LEGAL Form Only
No Opinion Rendered As To Content

Date of First Reading: June 20, 2006
Date of Second Reading: July 11, 2006 (tentative)
Date of Public Hearing: _____, 2006
Date of Third Reading: _____, 2006

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ____-06HR

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN RICHLAND COUNTY, SOUTH CAROLINA AND THE CENTRAL MIDLANDS REGIONAL TRANSIT AUTHORITY; PROVIDING FOR PUBLIC TRANSIT SERVICES WITHIN THE COUNTY; PROVIDING FOR THE LEVYING OF AD VALOREM TAXES TO PROVIDE SUFFICIENT REVENUE TO FUND THE COUNTY'S OBLIGATION UNDER THE INTERGOVERNMENTAL AGREEMENT; AND OTHER MATTERS RELATING THERETO.

Pursuant to the authority by the Constitution of the State of South Carolina and the General Assembly of the State of South Carolina, BE IT ENACTED BY RICHLAND COUNTY COUNCIL:

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

(a) The Central Midlands Regional Transit Authority was created pursuant to the Regional Transportation Authority Law codified at Title 58, Chapter 25, Code of Laws of South Carolina 1976 as amended (the "Enabling Act") and an Agreement Creating a Regional Transit Authority of the Geographic Area of Lexington and Richland Counties and the Municipalities therein to be known as the Central Midlands Regional Transit Authority (the "Authority");

(b) The Board of Directors of the Authority has undertaken an effort to obtain a dedicated source or sources of funding for the operations of the Authority. As part of that effort, the Authority has requested that the County Council take all steps necessary to approve an intergovernmental agreement whereby the Authority will provide transit services within the County at an agreed upon level of service.

(c) County Council has determined it to be in the best interest of the citizens and residents of the County to approve the terms of an intergovernmental agreement (the "Intergovernmental Agreement") which will provide for transit services in the County and to authorize the county-wide levy and collection of ad valorem taxes in an amount sufficient to fund the County's financial obligations pursuant to the intergovernmental agreement.

Section 2. Approval of Intergovernmental Agreement. The form, terms and provisions of the Intergovernmental Agreement presented at and filed with the minutes of the Council meeting at which this Ordinance was enacted be and hereby are approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Intergovernmental Agreement were set out in this Ordinance in its entirety. The Chairman of County Council be and is hereby authorized, empowered and directed to execute, acknowledge and deliver, and the Clerk to Council is hereby authorized, empowered and directed to attest, the Intergovernmental Agreement in the name and on behalf of the County. The Intergovernmental Agreement is to be in substantially the form now before this meeting and hereby approved, or with such changes therein as shall be approved by the Chairman of County Council (with advice from the County's Attorney), the Chairman's and Clerk to Council's execution thereof to constitute conclusive evidence of approval of any and all changes or revisions therein from the form of the Intergovernmental Agreement now before this meeting. Any amendment to the Intergovernmental Agreement shall be executed in the same manner.

Section 3. Payment for Fiscal Year 2006-2007. Pursuant to the Intergovernmental Agreement, the County is obligated to pay the amount of \$3,750,000 for service in fiscal year 2006-07 beginning January 1, 2007. In order to produce the required revenue in the amount of \$3,750,000, there is hereby authorized to be levied ad valorem taxes in the amount of _____ mills. The County Council shall take such steps as are necessary to include the necessary millage in Ordinance No. ____-06 (the Millage Ordinance).

Section 4. Subsequent Fiscal Years. In order to produce the revenue required to pay the County's obligation under the Intergovernmental Agreement, the County Council shall consider, in each fiscal year beginning in fiscal year 2007-2008, levying an appropriate amount of millage as necessary to produce the required revenue of \$7,500,000.

Section 4. Miscellaneous. All orders, resolutions, ordinances and parts thereof, procedural or otherwise, in conflict herewith are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its passage and approval.

This Ordinance shall become effective upon its enactment.

Enacted this ____ day of _____, 2006.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Anthony G. Mizzell, Chair
Richland County Council

(SEAL)

ATTEST THIS ____ DAY OF _____, 2006.

Michielle R. Cannon-Finch
Clerk of County Council

RICHLAND COUNTY ATTORNEY'S OFFICE

Approved As To LEGAL Form Only
No Opinion Rendered As To Content

Date of First Reading: June 20, 2006
Date of Second Reading: July 11, 2006 (tentative)
Date of Public Hearing: _____, 2006
Date of Third Reading: _____, 2006

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ___-06HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES; CHAPTER 17, MOTOR VEHICLES AND TRAFFIC; ARTICLE II, GENERAL TRAFFIC AND PARKING REGULATIONS; SECTION 17-10, PARKING IN RESIDENTIAL ZONES OF THE COUNTY; SO AS TO PROHIBIT THE PARKING OF MOTOR VEHICLES IN THE FRONT YARD IN CERTAIN RESIDENTIAL ZONING DISTRICTS.

Pursuant to the authority granted by the Constitution and the General Assembly of the State of South Carolina, BE IT ENACTED BY THE COUNTY COUNCIL FOR RICHLAND COUNTY:

SECTION I. The Richland County Code of Ordinances; Chapter 17, Motor Vehicles and Traffic; Article II, General Traffic and Parking Regulations; Section 17-10, Parking in Residential Zones of the County; is hereby amended to read as follows:

Section 17-10. Parking in residential zones of the county.

a. It shall be unlawful for a truck tractor, a semi-trailer having more than two (2) axles, or a trailer having more than two (2) axles to be parked on any public street, road, right-of-way or as otherwise prohibited by the Richland County Code of Ordinances in the unincorporated portions of the county which are or hereafter shall be designated as Rural Residential, Single-Family Residential, Manufactured Home, or General Residential under the Richland County Zoning Ordinance and the "Zoning Map of Unincorporated Richland County", as amended. For the purpose of this paragraph, the following definitions shall apply:

1. *Truck tractor* means every motor vehicle designed and used primarily for drawing other vehicles and not so constructed as to carry a load other than a part of the weight of the vehicle and the load so drawn.
2. *Semi-trailer* means every vehicle having more than two (2) axles, with or without motive power, other than a pole trailer, designed for carrying persons or property and for being drawn by a motor vehicle and so constructed that some part of its weight and that of its load rests upon or is carried by another vehicle.
3. *Trailer* means every vehicle having more than two (2) axles, with or without motive power, other than a pole trailer, designed for carrying persons or property and for being drawn by a motor vehicle and so constructed that no part of its weight rests upon the towing vehicle.

b. It shall be unlawful for an automobile, motor vehicle, or wheeled conveyance of any kind required by law to be licensed that is unlicensed, or is displaying an expired

or invalid licenses to be parked on any public street, road, right-of-way or as otherwise prohibited by the Richland County Code of Ordinances in the unincorporated portions of the county which are or hereafter shall be designated as Rural Residential, Single-Family Residential, Manufactured Home, or Multi-Family Residential under the Richland County Zoning Ordinance and the "Zoning Map of Unincorporated Richland County", as amended.

c. All motor vehicles and/or trailers without a valid state issued license plate permitting operation on public roads and highways, which are stored, parked, or located on a lot in any zoning district in the unincorporated areas of the county, except for those parcels that are five (5) acres or greater in the (RU) Rural zoning district, are required to be kept in a garage, carport, or protected from the elements by a fitted cover; provided, however, in the case of a vehicle protected from the elements by a cover, such covered vehicle shall not be visible from the public right-of-way. Licensed automobile dealerships, persons licensed to conduct businesses involving storage and sale of junk and scrap, trailers utilized as temporary structures in conjunction with construction activities, and vehicles used in agricultural operations and which are not operated on the public roads and highways are exempt.

d. Any motor vehicle and/or trailer that is not capable of operating in accordance with South Carolina law and/or capable of moving under its own power (even if it has a valid state-issued license plate permitting operation on public roads and highways) shall not be stored, parked, or located on a lot in any residential zoning district in the unincorporated areas of the county (except for those parcels that are five (5) acres or greater in the (RU) Rural zoning district) for more than a single period of thirty (30) consecutive days during any calendar year unless it is kept in an enclosed garage, in a carport attached to the residence, or protected from the elements by a fitted cover; provided, however, in the case of a vehicle protected from the elements by a cover, such vehicle shall not be visible from the public right-of-way.

e. No person shall park a motor vehicle of any description, including, but not limited to, automobiles, trucks, vans, buses, motorcycles, all-terrain or similar off-road vehicles, recreational vehicles, motor homes, campers or camping trailers, trailers, boats, and jet skis within the front yard of any property zoned RS-LD, RS-MD, or RS-HD. Provided, however, this subsection is not intended to prohibit the temporary parking of a motor vehicle upon a driveway.

e. f. Penalties: Unless otherwise prescribed by law, any owner and/or operator of a motor vehicle and/or trailer violating the provisions of this Section shall be deemed guilty of a misdemeanor. In addition, any owner and/or occupant of the residential property on which a motor vehicle and/or trailer is parked in violation of this Section shall be deemed guilty of a misdemeanor.

f. g. Administration and enforcement: The sheriff of the county shall be authorized to enforce the provisions of this Section, and may engage a towing service to

remove any vehicle parked in violation of these regulations, provided the cost of towing services shall be charged to the registered owner of any vehicle so removed.

SECTION II. Severability. If any section, subsection, or clause of this ordinance shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.

SECTION III. Conflicting Ordinances Repealed. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION IV. Effective Date. This ordinance shall be effective from and after _____, 2006.

RICHLAND COUNTY COUNCIL

BY: _____
Anthony G. Mizzell, Chair

ATTEST THIS THE ____ DAY
OF _____, 2006

Michielle R. Cannon-Finch
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

Approved As To LEGAL Form Only
No Opinion Rendered As To Content

First Reading: July 11, 2006 (tentative)
Second Reading:
Public Hearing:
Third Reading:

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ____-06HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 23, TAXATION; ARTICLE VI, LOCAL HOSPITALITY TAX; SECTION 23-69, DISTRIBUTION OF FUNDS; SO AS TO LIMIT DISTRIBUTION INCREASES TO NO MORE THAN 3% ANNUALLY.

Pursuant to the authority granted by the Constitution and the General Assembly of the State of South Carolina, BE IT ENACTED BY THE COUNTY COUNCIL FOR RICHLAND COUNTY:

SECTION I. The Richland County Code of Ordinances, Chapter 23, Taxation; Article VI, Local Hospitality Tax; Section 23-69, Distribution of Funds; hereby amended to read as follows:

Sec. 23-69. Distribution of Funds.

- (a) (1) The County shall distribute the Local Hospitality Tax collected and placed in the "Richland County Local Hospitality Tax Revenue Fund" to each of the following agencies and purposes ("Agency") in the following amounts during fiscal year 2003-2004:

Columbia Museum of Art	\$650,000
Historic Columbia	250,000
EdVenture Museum	100,000
County Promotions	200,000

- (2) The amounts specified above shall be paid quarterly beginning October 1, 2003.
- (3) As a condition of receiving its allocation, each Agency must annually present to the County an affirmative marketing plan for the inclusion of all citizens of Richland County and must also annually offer some "free" or discounted services to Richland County citizens. If an Agency fails to comply with these requirements, its portion of the Local Hospitality Tax shall be retained in the Richland County Local Hospitality Tax Revenue Fund and distributed as provided in subsection (d) below.
- (4) In the event Local Hospitality Tax revenues are not adequate to fund the Agencies listed above in the prescribed amounts, each Agency will receive a proportionate share of the actual revenues received, with each Agency's share to be determined by the percentage of the total revenue it would have received had the revenues allowed for full funding as provided in subsection (a)(1) above.

(b) In each of fiscal years 2004-2005 and 2005-2006, the Local Hospitality Tax shall be distributed to each Agency named above in the same amounts and on the same terms and conditions, together with a three percent (3%) increase in each of fiscal year 2004-2005 and 2005-2006.

(c) ~~Beginning in~~In fiscal year 2006-2007, the amount of Local Hospitality Tax to be distributed annually to each Agency named above shall be established as equal to the percentage of the total funds collected annually based on a trend analysis of the first three years considering any aberration due to implementation in the County's FY 2006-2007 Budget Ordinance.

(d) Beginning in fiscal year 2007-2008 and continuing thereafter, the amount of Local Hospitality Tax to be distributed annually to each Agency named above shall be increased based on the revenue growth rate as determined by trend analysis of the past three years, but in any event not more than 3%.

~~(de)~~ All Local Hospitality Tax revenue not distributed pursuant to subsections (a) through (c) above shall be retained in the Richland County Local Hospitality Tax Revenue Fund and distributed as directed by County Council for projects related to tourism development, including, but not limited to, the planning, development, construction, promotion, marketing, operations, and financing (including debt service) of the State Farmer's Market (in lower Richland County), Township Auditorium, a new recreation complex (in northern Richland County), recreation capital improvements, Riverbanks Zoo, and other expenditures as provided in Article 7, Chapter 1, Title 6, Code of Laws of South Carolina 1976 as amended.

SECTION II. Severability. If any section, subsection, or clause of this ordinance shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.

SECTION III. Conflicting Ordinances Repealed. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION IV. Effective Date. This ordinance shall be enforced from and after _____, 2006.

RICHLAND COUNTY COUNCIL

By: _____
Anthony G. Mizzell, Chair

Attest this _____ day of _____, 2006.

Michielle R. Cannon-Finch
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

Approved As To LEGAL Form Only.
No Opinion Rendered As To Content.

First Reading: July 11, 2006 (tentative)
Second Reading:
Public Hearing:
Third reading:

DRAFT

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ___-06HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 2, ADMINISTRATION; ARTICLE V, COUNTY DEPARTMENTS; DIVISION 7A, BUSINESS SERVICE CENTER; SO AS TO SUSPEND THE REQUIREMENT THAT THE BUSINESS SERVICE CENTER COLLECT HOSPITALITY TAXES.

WHEREAS, the Richland County Council enacted Ordinance No. 088-05HR on December 6, 2005, which amended Chapter 2 of the Code of Ordinances by providing for a "Division 7A. Business Service Center", thereby creating a county Business Service Center department; and

WHEREAS, Section 2-255 of the Code of Ordinances provides that the Business Service Center collect the County's Hospitality Taxes in Richland County; and

WHEREAS, prior to the effective date of Ordinance No. 088-05HR, the County Treasurer collected Hospitality taxes; and

WHEREAS, due to the timing of the collection of Hospitality Taxes, the Business Service Center has yet to assume the responsibility of collecting such taxes; and

WHEREAS, the County Council desires to review and possibly reconsider the responsibilities given to the Business Service Center by the enactment of Ordinance No. 088-05; and

WHEREAS, the County Council further desires that the collection of Hospitality Taxes remain the responsibility of the County Treasurer until such time as the County Council has completed its review;

NOW, THEREFORE, pursuant to the authority granted by the Constitution and the General Assembly of the State of South Carolina, BE IT ENACTED BY THE COUNTY COUNCIL FOR RICHLAND COUNTY:

SECTION I. The Richland County Code of Ordinances, Chapter 2, Administration; Article V, County Departments; Division 7A, Business Service Center; is hereby amended by inserting the following language at the beginning of said Division:

The requirement that the Business Service Center collect Hospitality Taxes is hereby suspended and the County Treasurer shall continue to collect such taxes until such time as the Richland County Council decides otherwise.

DRAFT

SECTION II. If any section, subsection, or clause of this ordinance shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.

SECTION III. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION V. This ordinance shall be effective from and after _____, 2006.

RICHLAND COUNTY COUNCIL

BY: _____
Anthony G. Mizzell, Chair

ATTEST THIS THE ____ DAY

OF _____, 2006

Michielle R. Cannon-Finch
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

Approved As To LEGAL Form Only
No Opinion Rendered As To Content

First Reading: July 11, 2006 (tentative)
Public Hearing:
Second Reading:
Third Reading:

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ____-06HR

AN ORDINANCE AUTHORIZING DEED TO WESLEY UNITED METHODIST CHURCH FOR A CERTAIN PARCEL OF LAND LOCATED ALONG BARNWELL STREET, BETWEEN GERVAIS STREET AND WASHINGTON STREET, COLUMBIA, SOUTH CAROLINA (APPROXIMATELY 0.55 ACRE), A PORTION OF RICHLAND COUNTY TMS # R11406-16-17, AND AUTHORIZING A QUIT CLAIM DEED TO WESLEY UNITED METHODIST CHURCH FOR A CERTAIN ALLEYWAY LOCATED ALONG BARNWELL STREET.

Pursuant to the authority by the Constitution of the State of South Carolina and the General Assembly of the State of South Carolina, BE IT ENACTED BY RICHLAND COUNTY COUNCIL:

SECTION I. For and in consideration of the sum of \$20,000.00 and a parcel of land identified as TMS#R11406-16-26 (approximately 0.43 acre), the County of Richland and its employees and agents are hereby authorized to grant a deed to WESLEY UNITED METHODIST CHURCH for certain real property located along Barnwell Street, Columbia, South Carolina, as more specifically described in the Deed (approximately 0.55 acre, a portion of Richland County TMS # R11406-16-17), a copy of which is attached hereto and incorporated herein, and to grant a quit claim deed to WESLEY UNITED METHODIST CHURCH for a certain alleyway (known as "Marshall Alleyway") located along Barnwell Street, Columbia, South Carolina, as more specifically described in the Quit Claim Deed, a copy of which is attached hereto and incorporated herein.

SECTION II. Severability. If any section, subsection, or clause of this ordinance shall be deemed unconstitutional or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.

SECTION III. Conflicting Ordinances. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION IV. Effective Date. This ordinance shall be enforced from and after _____, 2006.

RICHLAND COUNTY COUNCIL

By: _____
Anthony G. Mizzell, Chair

Attest this _____ day of _____, 2006.

Michielle R. Cannon-Finch
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

Approved As To LEGAL Form Only
No Opinion Rendered As To Content

First Reading: July 11, 2006 (tentative)
Second Reading:
Public Hearing:
Third reading:

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ____-06HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES; CHAPTER 2, ADMINISTRATION; ARTICLE VIII, PERSONNEL REGULATIONS; DIVISION 8, GRIEVANCE PROCEEDINGS; SECTION 2-478, THE EMPLOYEE GRIEVANCE COMMITTEE; PARAGRAPH (K); SO AS TO ESTABLISH A TIME LIMIT FOR THE COUNTY ADMINISTRATOR TO BRING RECOMMENDATIONS TO THE RICHLAND COUNTY COUNCIL.

Pursuant to the authority granted by the Constitution and the General Assembly of the State of South Carolina, BE IT ENACTED BY THE COUNTY COUNCIL FOR RICHLAND COUNTY:

SECTION I. The Richland County Code of Ordinances; Chapter 2, Administration; Article VIII, Personnel Regulations; Division 8, Grievance Proceedings; Section 2-478, The Employee Grievance Committee; Paragraph (k); is hereby amended to read as follows:

- (k) Except as provided in (l) and (m) below, the committee shall, within twenty (20) days after hearing an appeal, make its findings and recommendation and report such findings and recommendation to the county administrator. The administrator shall within twenty (20) days ~~immediately~~ forward to the county council such findings and recommendations along with his/her own evaluation and recommendation. If the county council approves, the recommendation of the committee shall be its decision and copies of the decision shall be transmitted to the employee and to the head of the particular department involved. If, however, the county council rejects the decision of the committee, the county council shall make its own decision without further hearing, and that decision shall be final. Copies of the decision shall be transmitted to the employee and to the head of the particular department involved.

SECTION II. Severability. If any section, subsection, or clause of this ordinance shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.

SECTION III. Conflicting Ordinances Repealed. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION IV. Effective Date. This ordinance shall be effective from and after _____, 2006.

RICHLAND COUNTY COUNCIL

BY: _____
Anthony G. Mizzell, Chair

ATTEST THIS THE ____ DAY

OF _____, 2006

Michielle R. Cannon-Finch
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

Approved As To LEGAL Form Only
No Opinion Rendered As To Content

First Reading: July 11, 2006 (tentative)
Second Reading:
Third Reading:

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ____-06HR

AN ORDINANCE AMENDING ORDINANCE NO. 006-06HR, WHICH AUTHORIZED A DEED TO FORUM DEVELOPMENT II, LLC FOR A CERTAIN PARCEL OF LAND KNOWN AS LOT 27 (APPROXIMATELY 2.699 ACRES TOTAL) IN THE RICHLAND NORTHEAST INDUSTRIAL PARK, A PORTION OF RICHLAND COUNTY TMS # 25800-04-01; SO AS TO ALLOW FORUM DEVELOPMENT II, LLC TO ASSIGN ITS INTEREST IN THE PROPERTY.

Pursuant to the authority by the Constitution of the State of South Carolina and the General Assembly of the State of South Carolina, BE IT ENACTED BY RICHLAND COUNTY COUNCIL:

SECTION I. The County of Richland and its employees and agents are hereby authorized to grant a deed to FORUM DEVELOPMENT II, LLC, or its assigns, for certain real property known as Lot 27 (approximately 2.699 acres) in the Richland Northeast Industrial Park, a portion of Richland County TMS # 25800-04-01, and more specifically described in the Deed, a copy of which is attached hereto and incorporated herein.

SECTION II. Severability. If any section, subsection, or clause of this ordinance shall be deemed unconstitutional or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.

SECTION III. Conflicting Ordinances. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION IV. Effective Date. This ordinance shall be enforced from and after _____, 2006.

RICHLAND COUNTY COUNCIL

By: _____
Anthony G. Mizzell, Chair

Attest this _____ day of
_____, 2006.

Michielle R. Cannon-Finch
Clerk of Council

First Reading: July 11, 2006 (tentative)
Second Reading:
Public Hearing:
Third reading:

additional new jobs within 24 months when operating at full capacity, with a resulting alleviation of unemployment and a substantial increase in payrolls and other public benefits incident to the conduct of such businesses not otherwise provided locally; and

WHEREAS, the County Council of the County (the "County Council") and the Authority have on this date jointly held a public hearing, duly noticed by publication in a newspaper having general circulation in the County, not less than 15 days prior to the date hereof, at which all interested persons have been given a reasonable opportunity to express their views;

NOW, THEREFORE, BE IT RESOLVED by the County Council of the County, as follows:

SECTION 1. It is hereby found, determined and declared that the Project is anticipated to subserve the purposes of the Act and to benefit the general public welfare of the County by maintaining services, employment, recreation or other public benefits not otherwise provided locally.

SECTION 2. The County Council supports the Authority in its determination to issue the Bonds to finance the costs related to the Project.

SECTION 3. The amount of Bonds required to undertake the Project is not exceeding \$12,000,000.

SECTION 4. The Project will not give rise to a pecuniary liability of the County or a charge against its general credit or taxing power.

SECTION 5. All orders and resolutions and parts thereof in conflict herewith are to the extent of such conflict hereby repealed, and this resolution shall take effect and be in full force from and after its adoption.

ADOPTED this _____ day of _____, 2006.

Anthony G. Mizzell, Chair
Richland County Council

(SEAL)

ATTEST:

Michielle R. Cannon-Finch
Clerk of Council