

**RICHLAND COUNTY COUNCIL
REGULAR SESSION
COUNCIL CHAMBERS
MAY 16, 2006
6:00 P.M.**

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

INVOCATION Honorable Damon Jeter

**PLEDGE OF ALLEGIANCE
 Honorable Damon Jeter**

**PRESENTATIONS: Rev. Preston Winkler
 Executive Director,
 Community Relations Council**

**Proclamation honoring Public
Works Week**

**Mr. Bill Clark, Orangeburg
County Administrator
All America City**

**Lower Richland Lady Diamonds
Basketball 4A SC State Champions**

ADOPTION OF AGENDA

CITIZEN'S INPUT

APPROVAL OF MINUTES

Zoning Public Hearing: April 25, 2006 [Pages 8-12]

Regular Session: May 2, 2006 [Pages 13-20]

Budget Work Session: May 4, 2006 [Pages 21-24]

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

REPORT OF THE COUNTY ADMINISTRATOR

REPORT OF THE CLERK OF COUNCIL

REPORT OF THE CHAIRMAN

OPEN/CLOSE PUBLIC HEARING ITEMS

2.f.

APPROVAL OF CONSENT ITEMS

**1.a., 1.b., 1.c., 1.d., 1.e., 1.f., 1.g., 1.h., 1.i., 1.j., 1.k., 1.l., 2.a.,
2.b., 2.c., 2.d., 2.e., 3.b., 4.a., 4.b., 4.c.,**

1. THIRD READING ITEMS

- a. An Ordinance amending the Fiscal Year 2005-2006 Industrial Park Budget to add forty thousand dollars (\$40,000.00) to provide funds for Kolorpro [CONSENT] [Pages 25-26]**
- b. 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 [CONSENT] [Pages 27-28]**
- c. An Ordinance authorizing an amendment to the I-77 Fairfield/Richland County Regional Industrial Park Master Agreement: Expand Boundaries of Park to include Guardian Fiberglass, Inc. [CONSENT] [Pages 29-32]**
- d. An Ordinance authorizing an amendment to the I-77 Fairfield/Richland County Regional Industrial Park Master Agreement: Expand**

**Boundaries of Park to include Elite ES, LLC
[CONSENT] [Pages 33-35]**

- e. 05-112MA
Bob Alexander
RU to GC 1.7 acres
General Commercial
03300-03-19 & 03300-01-08/09
Dutch Fork and Broad River Road
[CONSENT] [Pages 36-37]**
- f. 05-117MA
Tom Milliken
RU to LI 61 acres
Develop a Light Industrial Park
16200-04-18(P)
Harlem Street and Sparkman Drive
[CONSENT] [Pages 38-40]**
- g. 06-13MA
Sunshine House of South Carolina
RU to OI 3.6 acres
Construct a Sunshine House Facility
02416-01-05
Across from Bickley Road Elem. School
[CONSENT] [Pages 41-42]**
- h. 06-14MA
Sam Agee
RU to GC
Construct a Hotel
17109-02-07
SW Quadrant of Two Notch Road & I-77
[CONSENT] [Pages 43-44]**
- i. 06-15MA
Otha Gibson
RM-HD to OI
Construct a Day Care Facility
16911-02-10**

**Kneece Road near O'Neil Court
& Decker Blvd.
[CONSENT] [Pages 45-46]**

**j. 06-16MA
Herbert Hobgood
RU to RC
Retail & Food Services
06700-01-03
NW Quadrant of Monticello Road &
Montgomery Road [CONSENT] [Pages 47-48]**

**k. 06-07MA
Rhonda Jacobs
Westcott Development Co.
M-1 & RU to RM-MD 82 acres
Multi-family Residential Project
02600-09-04
Broad River Rd. & Bookie Richardson Road
[CONSENT] [Pages 49-51]**

**l. 06-06MA
Rhonda Jacobs
Westcott Development Co.
RU to RS-MD 73 acres
Single-family Residential S/D
01600-06-01 & 02600-09-01/08/09 (P)
Broad River Rd. & Bookie Richardson Rd.
[CONSENT] [Pages 52-55]**

2. SECOND READING ITEMS

- a. Ordinance authorizing deed to Tripoint
Development Company (Public Sale of
County Property located at 401 Powell Road)
[CONSENT] [Page 56]**
- b. Ordinance authorizing the Legal Department
Budget Amendment [CONSENT] [Pages 57-58]**

- c. **Ordinance authorizing the sale and issuance of \$5,200,000 Hospitality Tax Special Obligation Bond Anticipation Note [CONSENT] [Pages 59-65]**
- d. **Ordinance amending Chapter 17, Article II, Section 17-10 (Parking in Residential Zones of the County) to include restrictions on the parking of inoperable vehicles and trailers in residential zoning districts for more than 30 consecutive days [CONSENT] [Pages 66-68]**
- e. **Ordinance prohibiting careless driving and driving across property to avoid a traffic control device [CONSENT] [Pages 69-70]**
- f. **Ordinance authorizing Development Agreement with Bright-Myers 2001, LLC [PUBLIC HEARING] [Pages 71-103]**
- g. **06-09MA
Bright-Myers 2001, LLC
Robert Fuller
M-1 & RU to GC
Walmart and Associated Development
174-11-03 & 14781-04-14/13/12
NW Quadrant of Killian Rd. & I-77
[Pages 104-106]**

3. FIRST READING ITEMS

- a. **FY 2006-2007 Millage Ordinance [Page 107]**
- b. **Ordinance authorizing the sale and issuance of Bond Anticipation Note for the Broad River Regional Wastewater Treatment Plant Construction [CONSENT] [Page 108]**

4. REPORT OF THE ECONOMIC DEVELOPMENT COMMITTEE

- a. 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. [CONSENT] [Pages 109-112]**
- b. 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 [CONSENT] [Pages 113-115]**
- c. Resolution Authorizing the Extension of the Investment Period Under the Fee Agreement by and between Richland County and Sysco Food Services of Columbia, LLC (Project Butler) [CONSENT] [Pages 116-119]**

5. APPROVAL OF RESOLUTION

- a. A Resolution to appoint and commission Pamela C. Davis as a Code Enforcement Officer for the proper security, general Welfare, and convenience of Richland County [Page 120]**

6. CITIZEN'S INPUT

7. MOTION PERIOD

- a. Request that County Council approve \$55,000 from Undesignated H-Tax funds for the All-**

America Community Award. (The funds are appropriated and therefore will not require a budget amendment.)

8. ADJOURNMENT

MINUTES OF



RICHLAND COUNTY COUNCIL ZONING PUBLIC HEARING TUESDAY, APRIL 25, 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	Kit Smith
Member	MikeMontgomery
Member	Doris Corley
Member	Damon Jeter

OTHERS PRESENT: Milton Pope, Tony McDonald, Larry Smith, Amelia Lindler, Rodolfo Callwood, Chief Harrell, Stephany Snowden, Donny Phipps, Carl Gosline, William Simon, Geo Price, Suzie Haynes, Brian Cook, Brenda Carter, Harry Reed, Monique Walters, Michelle Onley

CALL TO ORDER

The meeting was called to order at approximately 7:00 p.m.

ADDITIONS/DELETIONS TO AGENDA – Mr. Mizzell stated that 06-16MA was printed on the agenda as Denied, but it was actually Approved and the agenda was reordered by moving Item V up to become Item IV and Item IV becoming Item V. Mr. Montgomery stated that the Text Amendment should be a Second Reading Item.

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

POINT OF PERSONAL PRIVILEGE – Ms. Dickerson acknowledged that the Mayor, Town Administrator, Mr. Hicks, and Town Council members from Blythewood were in the audience.

MAP AMENDMENTS

05-112MA, Bob Alexander, RU to GC (1.7 acres), General Commercial, 03300-03-19 & 0330-01-08/09, Dutch Fork Rd. & Broad River Rd.

Mr. Mizzell opened the floor to the public hearing.

No one signed up to speak.

The floor to the public hearing was closed.

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

05-117MA, Tom Milliken, RU to LI (61 acres), Develop a Light Industrial Park, 16200-04-18(p), Near SE Quadrant of Shop Rd. & Wilson Blvd.

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.

06-12MA, 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.

Ms. Dickerson moved, seconded by Ms. Hutchinson, to defer the public hearing and First Reading on this item to the May Zoning Public hearing meeting. The vote in favor was unanimous.

**06-13MA, Sunshine House of South Carolina, RU to OI (3.6 acres),
Construct a Sunshine House Facility, 02416-01-05, Across from Bickley Rd.
Elementary School**

Mr. Mizzell opened the floor to the public hearing.

No one signed up to speak.

The floor to the public hearing was closed.

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

**06-14MA, Sam Agee, RU to GC (5.6 acres), Construct a Hotel, 17109-02-07,
Two Notch Rd. & Blarney Dr.**

Mr. Mizzell opened the floor to the public hearing.

No one signed up to speak.

The floor to the public hearing was closed.

Mr. Geo Price stated that the location listed on the agenda was incorrect. The correct location is in the vicinity of Two Notch Road and Blarney Drive.

Ms. Scott moved, seconded by Mr. McEachern, to reconsider the public hearing. The vote in favor was unanimous.

Mr. Mizzell opened the floor to the public hearing.

No one signed up to speak.

The floor to the public hearing was closed.

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

**06-15MA, Otha Gibson, RM-HD to OI (0.9 acres), Construct a Day Care
Facility, 16911-02-10, Kneece Rd. Near O'Neil Ct. & Decker Blvd.**

Mr. Mizzell opened the floor to the public hearing.

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

The floor to the public hearing was closed.

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

06-16MA, Herbert Hobgood, RU to RC, Retail & Food Services, 06700-01-03, NW Quadrant of Monticello Rd. & Montgomery Rd.

Mr. Mizzell opened the floor to the public hearing.

The citizens who signed up in favor of this item declined to speak.
The floor to the public hearing was closed.

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

06-07MA, Rhonda Jacobs (Westcott Development Co.), M-1/RU to RM-MD (82 acres), Multi-Family Residential Project, 02600-09-04, Broad River Rd. & Bookie Richardson Rd.

Mr. Mizzell opened the floor to the public hearing.

Mr. Mike Sloan, Ms. Leanne Johnson, Mr. Bill Malinowski, Mr. Phil Kuzlik, and Mr. Richard DeGorter spoke in favor of this item.

The floor to the public hearing was closed.

Ms. Corley moved, seconded by Ms. Dickerson, to approve the re-zoning request for First Reading and Second Reading is contingent upon the developer's proposed agreement being provided in writing. The vote in favor was unanimous.

MAP AMENDMENTS—FIRST READING (NO PUBLIC HEARING)

06-06MA, Rhonda Jacobs (Westcott Development Co.), RU to RS-MD (73 acres), Single Family Residential S/D, 01600-06-01 & 02600-09-01/08/09 (p), Broad River Rd. & Bookie Richardson Rd. (Deferred from 3/28/06) – Ms.

Corley moved, seconded by Ms. Dickerson, to approve the re-zoning request for First Reading and Second Reading is contingent upon the developer's proposed agreement being provided in writing. The vote in favor was unanimous.

TEXT AMENDMENTS

An Ordinance Amending the Richland County Code of Ordinances; Chapter 26, Land Development; so as to Require a Written Record of an Appeal Decision, and to Permit New Development in the Area of Special Flood Hazard, and to Allow Fill Under Certain Conditions

Mr. Mizzell opened the floor to the public hearing.

Mr. Earl McLeod and Mr. George Delk spoke in favor of this item.

The floor to the public hearing was closed.

Ms. Scott moved, seconded by Ms. Corley, to approve the Planning Commission's recommendation for Second Reading. A discussion took place.

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

The vote on the main motion was unanimous.

OTHER BUSINESS – Mr. Mizzell requested that the Zoning Public Hearing agendas be printed in color for Council.

ADJOURNMENT – Ms. Dickerson moved, seconded by Ms. Corley to adjourn. The meeting adjourned at approximately 8:00 p.m.

Submitted respectfully by,

Anthony Mizzell
Chair

The minutes were transcribed by Michelle M. Onley

MINUTES OF



RICHLAND COUNTY COUNCIL REGULAR SESSION TUESDAY, MAY 2, 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	Kit Smith
Member	Paul Livingston
Member	Doris Corley
Member	Joyce Dickerson

OTHERS PRESENT – Michelle Cannon-Finch, Milton Pope, Tony McDonald, Joe Cronin, Roxanne Matthews, Larry Smith, Amelia Linder, Donny Phipps, Michael Criss, Anna Almeida, Geo Price, William Simon, Monique Walters, Andy Metts, Stephany Snowden, Kendall Johnson, Jennifer Dowden, Rodolfo Callwood, Teresa Smith, Janet Claggett, Audrey Shifflett, Chief Harrell, Michelle Onley

CALL TO ORDER

The meeting was called to order at approximately 6:06 p.m.

INVOCATION

The Invocation was given by Honorable Kit Smith

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by the Honorable Kit Smith

PRESENTATION

Donald Tomlin, Pres. Tomlin & Co., Inc., USC/Columbia Technology Incubator – Mr. Tomlin briefed Council on how the USC/Columbia Technology Incubator assists businesses that are starting out.

John Denise, a recent graduate of the incubator program, spoke about his success.

Mr. Tomlin and Mr. Joel Stevenson informed Council that they would be requesting an increase in budgeting from \$25,000.00 to \$75,000.00.

Larry Jordan, Capital Senior Center, Update on Facility – Mr. Jordan gave a brief presentation and requested \$175,000.00.

Holly Cummings, Midlands Education & Business Alliance – Ms. Cummings was not present.

POINT OF PERSONAL PRIVILEGE – Mr. Jeter recognized Dr. Eason from Richland School District I and a group of visiting teachers from Russia were in the audience.

ADOPTION OF AGENDA

Ms. Smith moved, seconded by Ms. Hutchinson, to approve the revised agenda. The vote in favor was unanimous.

CITIZEN'S INPUT

No one signed up to speak.

APPROVAL OF MINUTES

Budget Work Session: April 18, 2006 – Mr. Montgomery moved, seconded by Ms. Corley, to approve the minutes as submitted. The vote in favor was unanimous.

Regular Session: April 18, 2006 – Ms. Hutchinson moved, seconded by Mr. Pearce, to approve the minutes as submitted. The vote in favor was unanimous.

REPORT OF THE COUNTY ATTORNEY FOR EXECUTIVE SESSION ITEMS

There were no items for Executive Session.

REPORT OF THE COUNTY ADMINISTRATOR

All America City Award Application – Mr. Joe Cronin and Ms. Stephany Snowden briefed Council on the application and informed Council that Richland County had been selected as a national finalist.

REPORT OF THE CLERK OF COUNCIL

July Meeting Schedule – Ms. Finch stated that the first meeting in July will be July 11th since the first regularly scheduled meeting would fall on July 4th.

SCAC Conference – Ms. Finch stated that SCAC Conference will be held August 2-6 and that she has submitted the registrations.

42nd Annual CRC Luncheon – Ms. Finch stated that the luncheon will be held on June 14th from 12:30-2:00 p.m. at Seawells.

Black Expo 2006 – Ms. Finch stated she had received information regarding the Black Expo 2006 and tickets for certain functions. The event will be held May 18-20 at the Coliseum.

Motion Period – Ms. Finch stated that she had taken the liberty to include for approval a resolution for the youngest and oldest voter in Richland County under the Motion Period.

REPORT OF THE CHAIRMAN

Farmer's Market Promotion Appointment – Mr. Mizzell stated Commissioner Weathers contacted him last week and reminded him that Richland County has an appointment to the Promotion Committee.

TIF Audit – Mr. Mizzell stated Mr. Pope had been trying to set up a meeting with Mr. Austin. Mr. Mizzell left a message with the mayor to try to get this issue resolved.

PUBLIC HEARING ITEMS

- **An Ordinance Authorizing a Quit-Claim Deed to Hendricks Commercial Properties, LLC for a Certain Portion of an Abandoned Right-of-Way Known as Oakdale Street** – No one signed up to speak.
- **An Ordinance Authorizing a Quit-Claim Deed to ASW Land Partnership for a Certain Portion of an Abandoned Right-of-Way Known as Oakdale Street** – No one signed up to speak.
- **An Ordinance to Authorize Deed to SJ, LLC (Seal Jet): 3.56 Acres** – No one signed up to speak.
- **An Ordinance to Authorize Deeds to Brazell Family, LLC: 6.941 Acres, Lot 11 and 5.057 Acres, Lot 6** – No one signed up to speak.
- **An Ordinance to Authorize Deed to Cheek Properties, LLC (Fastenal): 3.38 Acres, Lot 26** – No one signed up to speak.
- **An Ordinance to Authorize Deeds to Forum Development Company II, LLC: 9.665 Acres, Lot 12 and 2.713 Acres, Lot 28** – No one signed up to speak.
- **A Budget Amendment to Increase Funding to Non-Departmental Special Contracts Account for Local Option Sales Tax Software** – No one signed up to speak.
- **An Ordinance Amending the Fiscal Year 2005-2006 Industrial Park Budget to Add Forty Thousand Dollars (\$40,000.00) to Provide Funds for Kolorpro** – No one signed up to speak.
- **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** – No one signed up to speak.
- **Public Hearing and Approval of Resolution in Support of JEDA Bond Issue for Eau Claire Cooperative Health Centers, Inc.** – No one signed up to speak.

APPROVAL OF CONSENT ITEMS

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

- **An Ordinance Authorizing a Quit-Claim Deed to Hendricks Commercial Properties, LLC for a Certain Portion of an Abandoned Right-of-Way Known as Oakdale Street [Third Reading]**
- **An Ordinance Authorizing a Quit-Claim Deed to ASW Land Partnership for a Certain Portion of an Abandoned Right-of-Way Known as Oakdale Street [Third Reading]**
- **An Ordinance to Authorize Deed to SJ, LLC (Seal Jet): 3.56 Acres [Third Reading]**
- **An Ordinance to Authorize Deeds to Brazell Family, LLC: 6.941 Acres, Lot 11 and 5.057 Acres, Lot 6 [Third Reading]**
- **An Ordinance to Authorize Deed to Cheek Properties, LLC (Fastenal): 3.38 Acres, Lot 26 [Third Reading]**
- **An Ordinance to Authorize Deeds to Forum Development Company II, LLC: 9.665 Acres, Lot 12 and 2.713 Acres, Lot 28 [Third Reading]**
- **A Budget Amendment to Increase Funding to Non-Departmental Special Contracts Account for Local Option Sales Tax Software [Third Reading]**
- **An Ordinance Amending the Fiscal Year 2005-2006 Industrial Park Budget to Add Forty Thousand Dollars (\$40,000.00) to Provide Funds for Kolorpro [Second Reading]**
- **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 [Second Reading]**
- **An Ordinance Authorizing an Amendment to the I-77 Fairfield/Richland County Regional Industrial Park Master Agreement: Expand Boundaries of Park to Include Elite ES, LLC [Second Reading]**
- **An Ordinance Authorizing an Amendment to the I-77 Fairfield/Richland County Regional Park Master Agreement: Expand Boundaries of Park to Include Guardian Fiberglass, Inc. [Second Reading]**
- **An Ordinance to Authorize Deed to Miller Valentine Partners, LTD, II: 6.11 Acres, Lot 2 and a Portion of Lot 18 [Second Reading]**
- **05-112MA, Bob Alexander, RU to GC, 1.7 Acres, General Commercial, 03300-03-19 & 03300-01-08/09, Dutch Fork and Broad River Road [Second Reading]**
- **05-117MA, Tom Milliken, RU to LI, 61 Acres, Develop a Light Industrial Park, 16200-04-18(p), Harlem Street and Sparkman Drive [Second Reading]**
- **06-13MA, Sunshine House of South Carolina, RU to OI, 3.6 Acres, Construct a Sunshine House Facility, 02416-01-05, Across from Bickley Road Elem. School [Second Reading]**
- **06-14MA, Sam Agee, RU to GC, Construct a Hotel, 17109-02-07, SW Quadrant of Two Notch Rd. & 1-77 [Second Reading]**
- **06-15MA, Otha Gibson, RM-HD to OI, Construct a Day Care Facility, 16911-02-10, Kneece Rd. near O'Neil Ct. & Decker Blvd. [Second Reading]**
- **06-16MA, Herbert Hobgood, RU to RC, Retail & Food Services, 06700-01-03, NW Quadrant of Monticello Rd. & Montgomery Rd. [Second Reading]**
- **06-07MA, Rhonda Jacobs, Westcott Development Co., M-1/RU to RM-MD, 82 acres, Multi-Family Residential Project, 02600-09-04, Broad River Rd. & Bookie Richardson Rd. [Second Reading]**

- **06-06MA, Rhonda Jacobs, Westcott Development Co., RU to RS-MD, 73 acres, Single Family Residential S/D, 01600-06-01 & 02600-09-01/08/09(p), Broad River Rd. & Bookie Richardson Rd. [Second Reading]**
- **Resolution to Recognize, Assist and Cooperate with Friends of the Richland County Courthouse**
- **Public Sale of County Property at 401 Powell Road**
- **Extension of Contract with PayTel Communication Inmate Telephone Systems**
- **Legal Department Budget Amendment [First Reading]**
- **Sheriff's Request: Budget Amendment to Appropriate SRO Funds [Second Reading]**
- **Contract to hire Wilbur Smith Associates as Project Manager for the Richland County Wholesale Portion of the South Carolina State Farmers' Market**
- **Criteria for the Distribution of Undesignated Hospitality Tax Funds**
- **Approval of Construction Contract with Sloan Construction Company for the Rehabilitation of Jim Hamilton Boulevard**
- **Ordinance Prohibiting Careless Driving and Driving Across Property to Avoid a Traffic Control Device [First Reading]**
- **Public Hearing and Approval of Resolution in Support of JEDA Bond Issue for Eau Claire Cooperative Health Centers, Inc.**

The vote in favor was unanimous.

THIRD READING ITEMS

An Ordinance Amending the Richland County Code of Ordinances, Chapter 26, Land Development, so as to Require a Written Record of an Appeal Decision and to Permit New Development in the Area of Special Flood Hazard, and to Allow Fill Under Certain Conditions

– Ms. Hutchinson moved, seconded by Ms. Scott, to amend the ordinance to allow subdivision of land in the floodway and to direct the Planning Director to send a letter to the HBA clarifying that construction, including new construction, is allowed in the flood fringe in accordance with Section 26-104—Floodplain Overlay District. A discussion took place.

The vote in favor was unanimous.

FIRST READING ITEMS

FY 2006-2007 Budget Ordinance – Mr. Pearce moved, seconded by Ms. Corley, to approve this item by title only. The vote in favor was unanimous.

REPORT OF ADMINISTRATION AND FINANCE COMMITTEE

Ordinance Authorizing the Sale and Issuance of \$5,200,000 Hospitality Tax Special Obligation Bond Anticipation Note – Ms. Smith moved, seconded Mr. Livingston, to approve this item for First Reading. The vote in favor was unanimous.

REPORT OF DEVELOPMENT AND SERVICES COMMITTEE

Ordinance Amending Chapter 17, Article II, Section 17-10 (Parking in Residential Zones of the County) to Include Restrictions on the Parking of Inoperable Vehicles and Trailers in Residential Zoning Districts for More Than 30 Consecutive Days – Mr. Jeter moved, seconded by Ms. Dickerson, to approve this item for First Reading. The vote in favor was unanimous.

Broad River Regional Wastewater Treatment Plant Construction – Mr. Jeter moved, seconded by Mr. Livingston, to hire a construction management company to oversee the bidding and construction phase of this project and re-advertise the project for bid in accordance with the Richland County Procurement Code. A discussion took place.

Mr. Andy Metts stated that staff recommended authorizing bond anticipation notes to fund the project on a temporary basis. Ms. Smith requested that the motion be amended to authorize Mr. Metts' recommendation. Mr. Jeter and Mr. Livingston agreed.

A discussion took place. Ms. Smith withdrew her amendment.

Mr. Livingston moved, seconded by Ms. Smith, to amend the motion to bring back to the May 16th meeting for First Reading approval the bond anticipation note by title only. The vote was in favor.

REPORT OF RULES AND APPOINTMENTS COMMITTEE

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

- a. **Building Codes Board of Adjustments and Appeals—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. **Accommodations Tax Committee—1** – Mr. McEachern stated there were no applicants for this committee and to keep the position open until filled. The vote in favor was unanimous.
- b. **Building Codes Board of Adjustments and Appeals—2** – Mr. McEachern stated there was one applicant. The committee's recommendation was to appoint William Bailey Kauric and keep the other position open until filled. The vote in favor was unanimous.
- c. **Employee Grievance Committee—1** – Mr. McEachern stated there were two applicants. The committee's recommendation was to appoint Anthony Christiano. The vote in favor was unanimous.

III. ITEMS FOR DISCUSSION

- a. **Update on Electronic Agenda** – Mr. McEachern stated that this item would remain in committee.

- b. **Amending the Ordinance Requirements Regarding Residence for Board/Committee Members** – Mr. McEachern stated that this item would remain in committee.

REPORT OF COUNTY ADMINISTRATOR'S SEARCH TASK FORCE

There was no report given.

CITIZEN'S INPUT

No one signed up to speak.

MOTION PERIOD

Approval of Resolution to Oldest & Youngest Voter in Richland County – Ms. Scott moved, seconded by Ms. Corley, to approve this item. The vote in favor was unanimous.

Criminal Domestic Violence Court Letter of Support – Mr. Livingston moved, seconded by Ms. Dickerson, to approve this item. The vote in favor was unanimous.

Possible Accommodations Tax Funds Litigation – Mr. Jeter moved, seconded by Ms. Scott, to authorize the County Administrator, in conjunction with the legal department, to research the possibility of recouping Accommodations Tax Funds and to identify legal firms that specialize in that field.

Resolution for James Grant – Ms. Dickerson moved to adopt a resolution for James Grant for achieving the Eagle Scout award. The vote in favor was unanimous.

7th Annual South Carolina Gospel Quartet Award Banquet – Ms. Scott requested staff to research funding for this event and bring a report back to the A&F Committee.

ADJOURNMENT

Mr. Pearce moved, seconded by Ms. Dickerson, to adjourn. The vote in favor was unanimous.

The meeting adjourned at approximately 7:33 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

**RICHLAND COUNTY COUNCIL
BUDGET WORK SESSION
MAY 4, 2006
4:00P.M.**

MEMBERS PRESENT: L. Gregory Pearce, Jr.; Paul Livingston; Val Hutchinson, Mike Montgomery; Joyce Dickerson (arrived at 4:23); Joe McEachern (arrived at 5:11)

OTHERS PRESENT: Milton Pope, Michielle Cannon-Finch , Tony McDonald, Roxanne Matthews, Daniel Driggers, Audrey Shifflett, Angie McInchok, James Hayes, Jennifer LoPresti, Donny Phipps, Anna Almeida, Chief Harrell, Stephany Snowden, Jennifer Dowden, Michelle Onley

CALL TO ORDER: The meeting was called to order at approximately 4:13 p.m.

2006-2007 Fiscal Year Budget – Mr. Pope briefed Council members on the Administration’s budget recommendations.

The recommended budget is a no-tax increase budget.

Mission critical factors:

- Increases in salaries and benefits
- 40 new positions partially funded in FY06
- Insurance increases
- Workers’ Compensation increases
- Fuel increases
- Utilities
- 30 positions picked up from granting ending
- Detention Center Health Insurance Contract
- J. D. Edwards replacement
- Comp & Class Proposal
- EMS 911 Contract Increase
- Space allocation study
- Countywide grant match funds
- 3.4 operating growth factor
- 96 new positions
- Capital request of over \$12 million

Items that are not a part of the recommended budget:

- No FTEs recommended (\$5 million recurring cost)
- No new expansions of programs or services
- Cannot fund all of capital and non-capital items requested by departments—funded capital at the millage level of \$3.4 million and funded 35% of the non-capital asset requests

Administrator's FY06-07 Recommended Budget:

- Fully funding the salary and benefits from FY06
- Funded the partially funded positions from FY06 with the exception of the Detention Center positions
- Absorbed a 10% increase in health insurance costs with no increase in premiums or reductions in benefits to employees
- Workers' Compensation Increases
- Fuel and Utility Increases
- 30 positions from grants ending
- Detention Center Health Contract
- J. D. Edwards replacement—\$2 million allocation of fund balance for this one time capital expenditure
- Comp & Class
- \$100,000 Space Allocation Study
- 3.4% Operating growth measure in departmental budgets

Priorities Used to Establish the Budget Process:

- to maintain the current level of services
- operate within our projected revenue
- make employees a priority
- provide operational funding to departments for cost increases to goods and services we presently have

Mr. Pope stated he started with budget requests of approximately \$140 million. The projected revenue was \$115 million.

The capital requests were \$12.1 million and it had to be reduced to \$3.5 million. All non-capital items were funded at 35% of the requested level.

There is no vacancy factor that is built into the budget the positions, salaries, benefits, promotions, etc. from FY05-06 to FY06-07 are fully funded.

Forty partially funded positions FY06-07.

Thirty positions picked up from grants.

Group Health Insurance is a 9.9% increase. We were able to negotiate this down from a higher figure.

Workers' Compensation—we get numbers through our carrier as to what this will be.

Fuel Increases—worked with all departments to get a projected fuel increase amount. Mr. Montgomery spoke about obtaining vehicles that are more fuel efficient. At present the County has flex fuel and hybrid cars.

Special Duty—there is really no cost to the County with this program.

Financial System Replacement—one-time use of fund balance for the system replacement. Mr. Livingston asked if this included any kind of training and what exactly will the County be getting for the \$2 million. Mr. McDonald stated that the total costs will probably be around \$2.5 million. There is \$1.5 million in a capital fund to do this. All the “hidden” costs are included in the budget request.

Class & Comp—We have hired MGT who is our consulting firm and they have provided a draft compensation and classification plan to us. This will allow us to fully implement the draft plan in December. The draft plan would bring minimum salary ranges up to a new minimum level. It also has a compression factor included which addresses employees who have 7 or 10 years with the County.

Space Allocation Study—this dovetails into the Judicial Center situation. Looking at all County facilities and seeing what our future space needs are.

Grant Match Funds—Mr. Livingston asked if those funds were allocated toward something or what if something else pops up. The funds are for anticipated grants. If something comes up they will be brought back to committee.

Misc. Reduction to Base—We have funded approximately \$650,000 to \$700,000 for self-funded insurance and have designated \$500,000 in the fund balance. The \$83,000 comes from operating efficiencies countywide.

3.4% Operating Growth—Provided each department with 3.4% CPI factor excluding non-capital assets, fuel and utilities for a total \$16,461,407.00.

Revenue:

- taxes up \$1.3 million
- licenses and permits up \$870,000
- Intergovernmental up 9.2%
- Charges for services are up
- Fines and forfeitures are down
- Misc. revenue is up
- Interest income up \$2 million

Opportunities and Challenges:

- Local Government Fund Increase
- Interest Income

FY06 Projected Revenue:

- Tax Increase due to Growth
- Non-Property Growth
- Revenue Programs
- Use of Fund Balance

Mr. Driggers have Council a brief overview of the information that would be discussed in the upcoming budget meetings and explained the layout of the budget book.

ADJOURNMENT – The meeting adjourned at approximately 5:30 p.m.

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

AN ORDINANCE AMENDING THE FISCAL YEAR 2005-2006 INDUSTRIAL PARK BUDGET TO ADD FORTY THOUSAND DOLLARS (\$40,000.00) TO PROVIDE FUNDS FOR KOLORPRO.

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. That the amount of Forty Thousand Dollars (\$40,000.00) be appropriated to the FY 2005-2006 Industrial Park budget. Therefore, the Fiscal Year 2005-2006 Special Revenue Fund Annual Budget is hereby amended as follows:

REVENUE

Revenue appropriated July 1, 2005 as amended:	\$	0
Appropriation of Industrial Park unrestricted Fund Balance:		<u>40,000</u>
Total Industrial Park Revenue as Amended:	\$	40,000

EXPENDITURES

Expenditures appropriated July 1, 2005 as amended:	\$	0
Add to Lump Sum Appropriations for operating expenditures:		<u>40,000</u>
Total Industrial Park Expenditures as Amended:	\$	40,000

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: April 18, 2006
Public Hearing: May 2, 2006
Second Reading: May 2, 2006
Third Reading: May 16, 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 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, is hereby extended for an additional 60 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: April 18, 2006
Public Hearing: May 2, 2006
Second Reading: May 2, 2006
Third Reading: May 16, 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 GUARDIAN FIBERGLASS, INC., 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, Guardian Fiberglass, Inc., its corporate affiliates and assigns (collectively referred to as the “Company”), has requested that the Counties expand the boundaries of the Park to include its property located in Fairfield and described in the attached **Exhibit A** (hereafter, the “Property”); and

WHEREAS, the Counties now desire to expand the boundaries to include the Company’s property.

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.

Section 2. Removal of Property from Park. The Company may request that a portion of the Property be removed from the Park. In such case, the Counties hereby authorize removal of such portion of the Property upon receipt of a written request from the Company. No further action by either the Richland County Council or the Fairfield County Council shall be required. 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 removal of a portion of the Property from the Park. The public hearing requirement set forth in Section 1.03 of the Master Agreement is hereby waived.

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: April 18, 2006
Second Reading: May 2, 2006
Third Reading: May 16, 2006 (tentative)

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

All that certain piece, parcel or tract of land situate in Fairfield County, South Carolina bounded and described as follows:

TRACT A

All that certain piece, parcel or tract of land, situate, lying and being near the Town of Winnsboro, County of Fairfield, State of South Carolina, being more particularly shown and designated as Tract A, containing 150.48 acres, more or less, all as shown on a plat prepared for Guardian Fiberglass, Inc. by Glenn Associates Surveying, Inc., dated November 14, 2005, to be recorded, and according to said plat, having the following metes and bounds, to wit: Beginning at a point within the Right-Of-Way of U.S. Highway 321 at its point of intersection with the northern boundary of the Right-Of-Way of The South Carolina Railroad Museum, Inc., thence running within the Right-Of-Way of U.S. Highway 321 South 19°18'28" East for a distance of 1827.47 feet to a point; thence running in a curved line within said Right-Of-Way for a distance of 1166.72 feet to a point, the arc of said curved line having a radius of 2860.35 feet and the chord of which runs South 7°37'21" East for a distance of 1158.65 feet; thence running within the Right-Of-Way of U.S. Highway 321 and entering into the Right-Of-Way of South Carolina Route 269, South 30°17'52" West for a distance of 639.01 feet to a 1" rebar found; thence running within the Right-Of-Way of South Carolina Route 269 in a curved line for a distance of 628.27 feet to a point; the arc of said curved line having a radius of 1914.04 feet, and the chord of which runs South 39°42'52" West for a distance of 625.46 feet; thence South 49°06'18" West for a distance of 352.37 feet within the Right-Of-Way of South Carolina Route 269 to a point; thence running North 40°51'01" West for a distance of 33.00 feet to a 1" rebar found; thence running North 40°51'01" West for a distance of 42.00 feet to a 1" rebar found on the Right-Of-Way of South Carolina Route 269; thence running North 40°51'01" West for a distance of 2255.67 feet to a 1" rebar found; thence running along the eastern boundary of the Right-Of-Way of The South Carolina Railroad Museum, Inc. for four (4) courses as follows: (a) running in a curved line for a distance of 681.91 feet, the arc of said curved line having a radius of 455.00 feet, and the chord of which runs North 2°05'04" East for a distance of 619.86 feet to a 1" rebar found; (b) thence North 45°01'09" East for a distance of 168.33 feet to a 1" rebar found; (c) thence in a curved line for a distance of 196.39 feet, the arc of said curved line having a radius of 654.29 feet and the chord of which runs North 36°25'12" East for a distance of 195.66 feet to a 1" rebar found; (d) thence North 27°49'16" East for a distance of 858.80 feet to a 1" rebar found; thence crossing The South Carolina Railroad Museum, Inc. Right-Of-Way on a course of North 62°10'44" West for a distance of 50.00 feet to a 1" rebar found on the western Right-Of-Way line of The South Carolina Railroad Museum, Inc.; thence along the Right-Of-Way line of The South Carolina Railroad Museum, Inc., for the following courses: (a) running in a curved line for a distance of 587.95 feet, the arc of said curved line having a radius of 739.88 feet and the chord of which runs North 50°35'11" East for a distance of 572.61 feet to a point; (b) thence North 73°21'06" East for a distance of 451.56 feet; (c) thence in a curved line for a distance of 274.59 feet, the arc of said curved line having a radius of 455.00 feet and the chord of which runs North 56°03'46" East for a distance of 270.44 feet to a point; (d) thence North 38°46'27" East for a distance of 65.57 feet to the point of beginning, be all measurements a little more or less.

AND

TRACT B

All that certain piece, parcel or tract of land situate, lying and being near the Town of Winnsboro, County of Fairfield, State of South Carolina, being more particularly shown and designated as Tract B, containing

10.23 acres, more or less, as shown on a plat prepared for Guardian Fiberglass, Inc. by Glenn Associates Surveying, Inc., dated November 14, 2005, to be recorded, and according to said plat having the following metes and bounds, to wit: Beginning at a point within the Right-Of-Way of U.S. Highway 321 at its point of intersection with the northern Right-Of-Way line of The South Carolina Railroad Museum, Inc., thence running along the Right-Of-Way line of The South Carolina Railroad Museum, Inc. for the following four courses: (a) South 38°46'27" West for a distance of 65.57 feet to a point; (b) thence running along a curved line for a distance of 274.59 feet, the arc of said curved line having a radius of 455.00 feet, and the chord of which runs South 56°03'46" West for a distance of 270.44 feet to a point; (c) thence South 73°21'06" West for a distance of 451.56 feet to a point; (d) thence running in a curved line for a distance of 587.95 feet, the arc of said curved line having the radius of 739.88 feet and the chord of which runs South 50°35'11" West for a distance of 572.61 feet to a 1" rebar found; thence North 27°49'16" East for a distance of 1333.72 feet along property of Frances D. Haslett, et al, to a 1" rebar found; thence South 19°18'28" East for a distance of 216.30 feet along property of Fairfield County Council to a 1" rebar found; thence North 70°41'34" East for a distance of 208.65 feet along property of Fairfield County Council to a 1" rebar found on the Right-Of-Way line of U.S. Highway 321; continuing thence North 70°41'34" East for a distance of 120.00 feet to a point within the Right-Of-Way of U.S. Highway 321; thence South 19°18'28" East within the Right-Of-Way of U.S. Highway 321 for a distance of 412.24 feet to the point of beginning, be all measurements a little more or less.

ALSO SHOWN AS:

All that certain piece, parcel or tract of land lying, being and situate in Fairfield County, in the State of South Carolina, and being shown and designated on a plat made by Glenn Associates Land Surveying Company, dated January 23, 1986, as Tracts "A" and "B", containing one hundred fifty and forty eight hundredths (150.48) acres and thirteen and one hundredths (13.01) acres respectively, said tracts having such special shape, metes, courses, and distances as are shown on said plat, which plat is herewith incorporated by reference and made a part of this description, said plat being recorded in the office of the Clerk of Court for Fairfield County in Cabinet "B", File No. 252, and being together bounded on the northwest and north by other lands of Ellison, and by lands of Haslett; on the northeast and east by the centerline of the public highway as shown on said plat, being designated as U.S. Highway No. 321, across which lie lands of Harlee-Quattlebaum Company, lands of the Town of Winnsboro, lands of J. P. M. Corporation and by other lands of Ellison; on the southeast by the centerline of State Highway No. 269, as shown on said plat; and on the southwest by other lands of Ellison, said tracts being a portion of a tract of 289.5 acres, more or less, devised to Rebecca V. L. Ellison under the provisions of the will of Rebecca V. Woodard, deceased, duly probated and filed in the office of the Judge of Probate for Fairfield County, South Carolina.

LESS AND EXCEPT:

All that certain tract of land with any improvements thereon situated near the Town of Winnsboro, County of Fairfield, State of South Carolina, containing 2.78 acres (being the 1.50 acres net of highway right-of-way) according to a plat thereof made by Glenn Associates Land Surveying Company, dated June 9, 1992, and recorded in Plat Slide 490 at Page 691 of the records in Fairfield County, the plat being incorporated herein by reference thereto, and bounded and measuring according to the plat as follows: On the northeast by the centerline of the northbound land of U.S. Highway 321, measuring thereof 521.40 feet along the centerline of the highway; on the southeast by the right-of-way of U.S. Highway 321 and by the lands of Mack Trucks, Inc., measuring an aggregate thereon of 328.65 feet; on the southwest by lands of Mack Trucks, Inc., measuring thereon 216.30 feet; and on the northwest by lands of Francis D. Haslett, et al., measuring an aggregate thereon of 448.44 feet.

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 ELITE ES, LLC, 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, Elite ES, LLC, its corporate affiliates and assigns (collectively referred to as the “Company”), has requested that the Counties expand the boundaries of the Park to include its property located in Fairfield and described in the attached **Exhibit A** (hereafter, the “Property”); and

WHEREAS, the Counties now desire to expand the boundaries to include the Company’s property.

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.

Section 2. Removal of Property from Park. The Company may request that a portion of the Property be removed from the Park. In such case, the Counties hereby authorize removal of such portion of the Property upon receipt of a written request from the Company. No further action by either the Richland County Council or the Fairfield County Council shall be required. 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 removal of a portion of the Property from the Park. The public hearing requirement set forth in Section 1.03 of the Master Agreement is hereby waived.

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: April 18, 2006
Second Reading: May 2, 2006
Third Reading: May 16, 2006 (tentative)

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

All that certain piece, parcel or tract of land situated in Fairfield County, South Carolina, located at 900 9th Street, Winnsboro, South Carolina.

**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 AS TMS # 03300-03-19 AND TMS # 03300-01-08/09 FROM 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 described as TMS # 03300-03-19 and TMS # 03300-01-08/09 from 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: April 25, 2006
First Reading: April 25, 2006
Second Reading: May 2, 2006
Third Reading: May 16, 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 A PORTION OF THE REAL PROPERTY DESCRIBED HEREIN (TMS # 16200-04-18) FROM RU (RURAL DISTRICT) TO LI (LIGHT INDUSTRIAL 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 a portion of the property (TMS # 16200-04-18) described in Exhibit A, which is attached hereto, from RU Rural District zoning to LI Light Industrial 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: April 25, 2006
First Reading: April 25, 2006
Second Reading: May 2, 2006
Third Reading: May 16, 2006 (tentative)

Exhibit A
Property Description

All that certain piece, parcel or lot of land, situate, lying and being in the State of South Carolina, County of Richland, near the City of Columbia, and being shown on plat entitled "Boundary Survey" for Saro Properties, by BPB, dated October 13, 2005, revised October 25, 2005, said plat having the following metes and bounds to wit:

Beginning at a 5/8" rebar, being the most northerly corner of this tract. Said beginning point also being the intersection of the westerly R.O.W. line of Sparkman Drive with the southerly R.O.W. line of Harlem Street. Proceeding along Sparkman Drive in a direction of S 33°45'53" E for a distance of 1170.44' to 5/8" rebar; thence along a curve to the left in a direction of S 58°53'31" E for a chord distance of 78.98' (said curve having an arc distance of 81.57' and a radius of 93.00') to a point, thence in a direction of S 33°47'32" E for a distance of 176.45' to a point, thence along a curve to the right in a direction of S 02°24'48" E for a chord distance of 624.84' (said curve having an arc distance of 657.20' and a radius of 600.00') to a point, thence in a direction of S 28°57'57" W for a distance of 123.60' to a point, thence turning and proceeding in a direction of N 59°29'07" W for a distance of 385.54', along the northerly line of Starlite Subdivision to a 5/8" rebar, thence turning and proceeding the following seven courses along the northerly line of Starlite Subdivision, in a direction of S 58°03'52" W for a distance of 43.81' to a point, thence in a direction of S 66°45'37" W for a distance of 21.58' to a point, thence in a direction of S 80°12'14" W for a distance of 114.74' to a point, thence in a direction of S 80°20'35" W for a distance of 62.15' to a point, thence in a direction of S 82°13'06" W for a distance of 104.79' to a point, thence in a direction of S 83°19'38" W for a distance of 43.80' to a point, thence in a direction of S 82°44'43" W for a distance of 42.35' to a 5/8" rebar, thence turning and proceeding in a direction of N 74°25'12" W for a distance of 656.10' along the northerly line of Bluff Estates Subdivision to a 28" oak, thence turning and proceeding in a direction of N 66°01'12" W for a distance of 555.83' along the northerly line of Bluff Estates Subdivision to a point, thence turning and proceeding in a direction of N 66°54'04" W for a distance of 752.70' along the northerly line of a Bible Way Church of Atlas Road to a 5/8" rebar, thence turning and proceeding in a direction of N 58°55'45" E for a distance of 2014.19' along the southerly R.O.W. of Harlem Street to a 5/8" rebar. This being the point of beginning. This parcel contains 60.989 acres (2,656,680 Sq. Ft.).

**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 # 02416-01-05 FROM RU (RURAL 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 # 02416-01-05 from RU (Rural 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: April 25, 2006
First Reading: April 25, 2006
Second Reading: May 2, 2006
Third Reading: May 16, 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 TMS # 17109-02-07 FROM 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 property described as TMS # 17109-02-07 from 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: April 25, 2006
First Reading: April 25, 2006
Second Reading: May 2, 2006
Third Reading: May 16, 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 TMS # 16911-02-10 FROM RM-HD (RESIDENTIAL, MULTI-FAMILY, HIGH DENSITY 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 # 16911-02-10 from RM-HD (Residential, Multi-Family, High Density 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: April 25, 2006
First Reading: April 25, 2006
Second Reading: May 2, 2006
Third Reading: May 16, 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 TMS # 06700-01-03 FROM RU (RURAL DISTRICT) TO RC (RURAL 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 # 06700-01-03 from RU (Rural District) zoning to RC (Rural 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: April 25, 2006
First Reading: April 25, 2006
Second Reading: May 2, 2006
Third Reading: May 16, 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 HEREIN (TMS # 026000-09-04) FROM M-1 (LIGHT MANUFACTURING DISTRICT) AND RU (RURAL 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 (TMS # 026000-09-04) described in Exhibit A, which is attached hereto, from M-1 Light Manufacturing District and RU Rural 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

Public Hearing: April 25, 2006
First Reading: April 25, 2006
Second Reading: May 2, 2006
Third Reading: May 16, 2006 (tentative)

Exhibit A
Property Description

TMS # 02600-09-04

Beginning at an iron on the Southern right-of-way of Broad River Road (US 176) \pm 3.5 miles Northwest of the Intersection with US Highway 76, turning and running away from the road S $53^{\circ}05'$ W for a distance of 1059' to a rock, said line being bounded on the South by lands of N/F E. T. Rauch; thence turning and running S $25^{\circ}45'$ E for a distance of 1075.5 to an iron, said line being bounded on the East by lands of N/F E. T. Rauch; thence turning and running S $65^{\circ}33'$ W for a distance of 1570.7' to an iron, said line being bounded on the South by lands of N/F The Lowman Home; thence turning and running N $17^{\circ}55'$ E for a distance of 87.4' to an iron, said line being bounded on the West by lands of N/F Burley Metz; thence turning and running N $36^{\circ}38'$ E for a distance of 384.5' to a pine, said line being bounded on the West by lands of N/F Lucy Dell Hallman; thence turning and running along the centerline of a ditch N $57^{\circ}33'$ W for a distance of 1825.7' to an iron at the head of the ditch, with the ditch being the line, said line being bounded on the South by lands of N/F Lucy Dell Hallman; thence turning and continuing N $50^{\circ}58'$ W for a distance of 402.6' to an iron, said line being bounded on the South by lands of N/F Lucy Dell Hallman; thence turning and continuing N $42^{\circ}56'$ W for a distance of 137.8' to an iron, said line being bounded on the West by lands of N/F C. B. Graham; thence turning and running N $68^{\circ}15'$ E for a distance of 1274.4' to an iron, said line being bounded on the North by lands of N/F Mrs. Martha Derrick; thence turning and continuing N $68^{\circ}48'$ E for a distance of 340.0' to an iron, said line being bounded on the North by lands of N/F Richardson; thence turning and running S $55^{\circ}17'$ E for a distance of 324.9' to an iron, said line being bounded on the North by lands of N/F Richardson; thence turning and running N $67^{\circ}50'$ E for a distance of 387.0' to an iron, said line being bounded on the North by lands of N/F Richardson; thence turning and running N $57^{\circ}17'$ E for a distance of 103.2' to an iron, said line being bounded on the North by lands of N/F Richardson; thence turning and running N $47^{\circ}17'$ E for a distance of 321.4' to an iron, said line being bounded on the North by lands of N/F Richardson; thence turning and running N $50^{\circ}17'$ E for a distance of 407.2' to an iron, said line being bounded on the North by lands of N/F Richardson; thence turning and running N $45^{\circ}39'$ E for a distance of 193.7' to an iron on the right-of-way of Broad River Road (US 176), said line being bounded on the North by lands of N/F Richardson; thence turning and running Southeast along the Southern most right-of-way with the curve for a distance of 98.0' to a point; thence continuing along the Southern most right-of-way of Broad River Road S $42^{\circ}02'$ E for a distance of 440.7' to an iron; thence turning and continuing along the Southern most right-of-way of Broad River Road S $47^{\circ}58'$ W for a distance of 22.5' to an iron; thence turning and continuing along the Southern most right-of-way of Broad River Road S $42^{\circ}02'$ W for a distance of 451.3' to an iron, said iron being the point of beginning.

Property contains \pm 81.42 total acres (67.38 acres North of I-26 & 13.76 acres South of I-26) with property description taken from Plat of Property Surveyed for Adella Shealy by William Wingfield dated Feb. 20, 1958 and recorded in Richland County R.O.D. at R-187.

**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 # 01600-06-01 & TMS # 02600-09-01/08/09(P)) 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 properties (TMS # 01600-06-01 & TMS # 02600-09-01/08/09(p)) 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

Public Hearing: March 28, 2006
First Reading: April 25, 2006
Second Reading: May 2, 2006
Third Reading: May 16, 2006 (tentative)

Exhibit A
Property Description

TMS #01600-06-01

Beginning at a point at the intersection of the Northern right-of-way of Interstate 26 and the centerline of Bookie Richardson Road, said point being where the dirt portion of the road turns North away from Interstate 26, running Northeast along the centerline of Bookie Richardson Road for a distance of 570' ± to a point; thence turning and leaving the road, S 50°53' E for a distance of 1310' ± to an iron, said line being bounded on the North by lands N/F Derrick; thence turning and running back to the right-of-way of Interstate 26, S 64°53' W for a distance of 20.89'± to an iron, said line being bounded on the South by lands of N/F Shealy Estate; thence turning and running West along the Northern right-of-way of Interstate 26, N 69°25' W for a distance of 521.14'± to a Concrete R/W Monument; thence continuing along said right-of-way, N 69°15' W for a distance of 695.40'± to a point; thence continuing along said right-of-way, N 69°46' W for a distance of 380'± to a point in the centerline of Bookie Richardson Road, said point being the point of beginning.

Property contains 9.45± acres with property description taken from Compiled Plat prepared for Joan S. Geiger by Michael C. Hammack dated 3/15/94 and recorded in Richland County R.O.D. at Book 55, Page 3585.

TMS #02600-09-01

Commencing at a point on the Northern right-of-way of Interstate 26, said point being the Southern most corner on the property shown as TMS 01600-06-01 and N/F Robert L. Geiger, Jr., running N 64°57'03" E for a distance of 20.70' to an iron, said iron being the Point of Beginning; thence from the Point of Beginning, running N 50°53'00" W for a distance of 1325.21' to an old iron, said line being bounded on the South by lands N/F Robert L. Geiger, Jr.; thence along same line, N 50°53'00" W for a distance of 28.22' to a point in the centerline of Bookie Richardson Road; thence turning and continuing Northeast along the centerline of Bookie Richardson Road, N 68°03'34" E for a distance of 145.88' to a point; thence continuing along the centerline of Bookie Richardson Road, N 83°56'37" E for a distance of 301.86' to an iron; thence continuing along the centerline of Bookie Richardson Road, N 67°36'37" E for a distance of 90.00' to a point; thence continuing along the centerline of Bookie Richardson Road, N 70°45'18" E for a distance of 118.02' to a point; thence continuing along the centerline of Bookie Richardson Road, N 67°58'19" E for a distance of 112.36' to a point; thence continuing along the centerline of Bookie Richardson Road, N 66°49'34" E for a distance of 224.20' to a point; thence continuing along the centerline of Bookie Richardson Road, N 67°28'24" E for a distance of 710.39' to a point; thence turning South and running away from Bookie Richardson Road, S 17°12'22" E for a distance of 25.15' to an iron, said line being bounded on the east by lands of N/F Eva Amick Richardson & Julia R. Faust; thence continuing along same line, S 17°12'22" E for a distance of 223.25' to an iron, said line being bounded on the east by lands of N/F Eva Amick Richardson & Julia R. Faust; thence continuing along same line, S 16°46'00" E for a distance of 192.35' to an iron; thence continuing along same line, S 15°08'45" E for a distance of 236.83' to an iron; thence continuing along same line, S 17°30'51" E for a distance of 168.41' to

an iron; thence continuing along same line, S 16°52'47" E for a distance of 110.18' to an iron; thence continuing along same line, S 15°18'08" E for a distance of 106.01' to an iron; thence turning and running in a Westerly direction, S 64°52'48" W for a distance of 936.59' to an iron, said iron being the Point of Beginning and said line being bounded on the south by lands of N/F Claire Towers Associates.

Said property containing ±32.59 Acres with property description taken from plat of Property Survey for Julie D. Allen & Martha D. Monts by Lucius D. Cobb, Sr. dated March 31, 2004.

TMS # 02600-09-08 combined (includes 02600-09-08 and a portion of 09)

Commencing at a point near the Northern right-of-way of Broad River Road (US 176) and in the intersection of Mike Eleazer and Hopewell Church Road and running S 88°14'00" W for a distance of 106.1' to an iron on the Southern right-of-way of Broad River Road (US 176), said iron being the Point of Beginning; thence from the Point of Beginning turning and leaving the road, S 52°54'17" W for a distance of 455.21' to an iron, said line being bounded on the Southeast by lands of N/F Robert D. & Catherine R. Faust; thence turning and running S 23°27'17" E for a distance of 729.29' to an iron, said line being bounded on the East by lands of N/F Robert O. & Catherine R. Faust; thence turning and running S 47°08'56" W for a distance of 129.98' to an iron, said line being bounded on the Southeast by lands of N/F Claire Towers Associates; thence turning and running S 57°07'45" W for a distance of 103.12' to an iron, said line being bounded on the Southeast by lands of N/F Claire Towers Associates; thence turning and running S 67°37'40" W for a distance of 387.06' to an iron, said line being bounded on the South by lands of N/F Claire Towers Associates; thence turning and running N 55°28'33" W for a distance of 324.76' to an iron, said line being bounded on the Southwest by lands of N/F Claire Towers Associates; thence turning and running S 68°41'29" W for a distance of 341.85' to a point, said line being bounded on the South by lands of N/F Claire Towers Associates; thence turning and running N 12°39'55" W for a distance of 1037.11' to an iron near the edge of Bookie Richardson Road, said line being bounded on the West by lands of N/F Julie D. Allen & Martha D. Monts; thence turning and running N 13°24'00" W for a distance of 25.15' to a point in the centerline of Bookie Richardson Road, said line being bounded on the West by lands of N/F Julie D. Allen & Martha D. Monts; thence turning and running N 71°20'57" E for a distance of 1087.84' to an iron on the Southern right-of-way of Broad River Road (US 176), said line being bounded by lands of N/F Hendrix and lands N/F SIKH Religious Society; thence turning and running along the Southern right-of-way of Broad River Road (US 176) on a curve with a chord bearing of S 62°31'28" E and a chord distance of 452.24' to an iron, said iron being the Point of Beginning.

Property contains ±31.42 acres with property description taken from Plat of Boundary Survey of TMS 02600-09-01,04,08 and TMS 01600-06-01 dated September 21, 2005 and revised January 27, 2006 by Civil Engineering of Columbia.

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

AN ORDINANCE AUTHORIZING DEED TO TRIPOINT DEVELOPMENT COMPANY FOR A CERTAIN PARCEL OF LAND LOCATED AT THE SW INTERSECTION OF POWELL ROAD AND TWIN EAGLES DRIVE, COLUMBIA, SOUTH CAROLINA (APPROXIMATELY .5 ACRE), A PORTION OF RICHLAND COUNTY TMS # 14500-02-37.

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 TRIPOINT DEVELOPMENT COMPANY for certain real property located at the SW intersection of Powell Road and Twin Eagles Drive, Columbia, South Carolina, as more specifically described in the attached Deed (approximately .5 acre, a portion of Richland County TMS # 14500-02-37), 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: May 2, 2006
Second Reading: May 16, 2006 (tentative)
Public Hearing:
Third reading:

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

AN ORDINANCE AMENDING THE FISCAL YEAR 2005-2006 GENERAL FUND ANNUAL BUDGET TO ADD ONE HUNDRED THOUSAND DOLLARS (\$100,000) TO INCREASE THE LEGAL DEPARTMENT'S BUDGET FOR THE PURPOSE OF PAYING LEGAL FEES AND LITIGATION COSTS.

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. That the amount of One Hundred Thousand Dollars (\$100,000) be appropriated to the FY 2005-2006 General Fund Annual Budget. Therefore, the Fiscal Year 2005-2006 General Fund Annual Budget is hereby amended as follows:

REVENUE

Revenue appropriated July 1, 2005 as amended:	\$108,200,624
Appropriation of unrestricted General Fund Balance:	<u>100,000</u>
Total General Fund Revenue as Amended:	\$108,300,624

EXPENDITURES

Expenditures appropriated July 1, 2005 as amended:	\$108,200,624
Increase in Legal Department's Budget:	<u>100,000</u>
Total General Fund Expenditures as Amended:	\$108,300,624

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: May 2, 2006
Second Reading: May 16, 2006 (tentative)
Public Hearing:
Third Reading:

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

AN ORDINANCE AUTHORIZING THE SALE AND ISSUANCE OF A NOT EXCEEDING \$5,200,000 HOSPITALITY TAX SPECIAL OBLIGATION BOND ANTICIPATION NOTE, SERIES 2006, OF RICHLAND COUNTY, SOUTH CAROLINA; PROVIDING FOR THE FORM AND DETAILS OF THE NOTE; PROVIDING FOR THE PAYMENT OF THE NOTE; PROVIDING FOR THE DISPOSITION OF THE PROCEEDS THEREOF; 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. Definitions. The terms defined in this Section for all purposes of this Ordinance shall have the respective meanings as set forth in this Section. The term:

“2005 Hospitality Tax Special Obligation Bond Anticipation Note” shall be the \$5,000,000 Hospitality Tax Special Obligation Bond Anticipation Note, Series 2005, issued by the County on July 29, 2005.

“County” means Richland County, South Carolina.

“Code” means the Internal Revenue Code of 1986, as amended, from time to time, or any successor internal revenue laws of the United States enacted by the Congress of the United States in replacement thereof. References to the Code and sections of the Code include relevant applicable regulations, temporary regulations and proposed regulations thereunder and any successor provisions to those sections, regulations, temporary regulations or proposed regulations.

“Council” means the County Council of Richland County, South Carolina.

“Hospitality Tax” means the local Hospitality Tax imposed by the County pursuant to South Carolina Code Sections 6-1-700 to 6-1-770 and the Hospitality Tax Ordinance, which fee is equal to two percent (2%) on the gross proceeds derived from the sale of prepared meals and beverages for immediate consumption within the unincorporated area of the County.

“Hospitality Tax Special Obligation Bond Anticipation Note” shall be the not exceeding \$5,200,000 Hospitality Tax Special Obligation Bond Anticipation Note, Series 2006 authorized herein.

“Hospitality Tax Ordinance” means Ordinance No. 025-03HR enacted by the County Council on May 6, 2003, which imposed the Hospitality Tax.

“Ordinance” means this Ordinance of the County.

“South Carolina Code” shall mean South Carolina Code of Laws 1976 as amended.

Section 2. Findings and Determinations. The Council hereby finds and determines:

(a) Pursuant to Section 4-9-10, Code of Laws of South Carolina 1976, as amended, the County operates under the Council-Administrator form of government and the County Council constitutes the governing body of the County.

(b) Pursuant to the authorization granted by the General Assembly to counties in Sections 6-1-700 to 6-1-770 of the South Carolina Code (collectively, the "Act"), the County Council imposed the Hospitality Tax.

(c) It is a well established principle of South Carolina law that the use of a particular word is not determinative of its characterization. Jackson v. Breeland, 88 S.E. 128, 103 S.C. 184 (1915). As set forth in Brown v. County of Horry, 417 S.E.2d 565, 308 S.C. 180 (1992), the factors that are of paramount importance to the analysis of whether a charge constitutes a "tax" or a "fee" are the following: (1) the purpose behind its imposition; (2) the intended portion of the community that will be charged; and (3) the dedication of the sums so collected to the purpose for which it is charged. The Council finds that its actions in (1) imposing the Hospitality Tax; and (2) segregating the collections received from such fees in order that such sums be utilized according to the Act meet the test enunciated in Brown such that the charges imposed pursuant to the provisions of the Hospitality Tax Ordinance constitute fees.

(d) A vibrant tourism industry fosters and enhances the economic growth and well being of a community and its residents. Tourism has been and continues to be a growing industry for the County. The State Farmer's Market at Columbia will be a major tourist attraction located within the County.

(e) The new State Farmer's Market at Columbia will be a premier attraction, drawing visitors and tourists to its many and varied shopping opportunities. Additionally, the State Farmer's Market at Columbia will be an excellent venue for numerous activities and special events, all of which will contribute to its use as a tourist-related facility.

(f) Pursuant to the Act and Ordinance No. 036-05HR enacted by the County on June 7, 2005, the County issued the 2005 Hospitality Tax Special Obligation Bond Anticipation Note on July 29, 2005, the proceeds of which were used to defray the cost of: (i) the acquisition of property for use as the State Farmer's Market at Columbia; and (ii) the costs of issuance including professional fees.

(g) There is a need to issue the Hospitality Tax Special Obligation Bond Anticipation Note to pay at maturity the principal of and accrued interest on the 2005 Hospitality Tax Special Obligation Bond Anticipation Note and to pay costs of issuance of the Hospitality Tax Special Obligation Bond Anticipation Note.

(h) The Hospitality Tax may be used only for the purposes stated in Section 6-1-730 of the South Carolina Code. The Hospitality Tax constitutes an "enterprise charge" within the meaning of Section 11-27-110(A)(4) of the South Carolina Code and the Hospitality Tax Special Obligation Bond Anticipation note constitutes an "enterprise financing agreement" within the meaning of Section 11-27-110(A)(5) of the South Carolina Code and as such the Hospitality Tax Special Obligation Bond Anticipation Note shall not be included within the County's constitutional debt limitation.

(i) The Council finds that the proceeds of the Hospitality Tax Special Obligation Bond Anticipation Note authorized by this Ordinance, as well as the Hospitality Tax pledged in connection therewith, will be used for a public purpose and that the execution and delivery of the Hospitality Tax Special

Obligation Bond Anticipation Note as well as all related documents is necessary and in the best interest of the County.

(j) For the purposes set forth in Paragraph (g) above, it is necessary and in the best interest of the County to issue the Hospitality Tax Special Obligation Bond Anticipation Note authorized by this Ordinance. Such transaction will serve a proper public and corporate purpose of the County.

Section 3. Authorization and Details of Hospitality Tax Special Obligation Bond Anticipation Note. There is hereby authorized to be issued the Hospitality Tax Special Obligation Bond Anticipation Note in fully-registered form payable to the named payee as may be designated by the purchaser thereof. The Hospitality Tax Special Obligation Bond Anticipation Note shall be offered for sale at one time. The Council hereby delegates to the County Administrator the authority to offer the Hospitality Tax Special Obligation Bond Anticipation Note for sale at such time as he deems to be in the best interest of the County. The County Administrator may arrange the sale of the Hospitality Tax Special Obligation Bond Anticipation Note by negotiation or may cause the Hospitality Tax Special Obligation Bond Anticipation Note to be advertised and bids received therefor. If so advertised, a Notice of Sale may be prescribed and distributed as deemed advisable. The County further delegates to the County Administrator the authority to receive responses on behalf of the County and the authority to award the sale of the Hospitality Tax Special Obligation Bond Anticipation Note to the bank offering to purchase the Hospitality Tax Special Obligation Bond Anticipation Note at the lowest net interest cost to the County provided the interest rate on the Hospitality Tax Special Obligation Bond Anticipation Note shall not exceed 6%. After the sale of the Hospitality Tax Special Obligation Bond Anticipation Note, the County Administrator shall submit a written report to the Council setting forth the results of the sale of the Hospitality Tax Special Obligation Bond Anticipation Note.

The Hospitality Tax Special Obligation Bond Anticipation Note issued in fully-registered form shall be registered as to both principal and interest; shall be dated as of the date of delivery; shall mature not later than one (1) year from the date thereof; and shall not be subject to penalty if paid prior to maturity.

Both the principal of and interest on the Hospitality Tax Special Obligation Bond Anticipation Note shall be payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts at a bank or trust company organized under the laws of the State of South Carolina or the laws of the United States of America.

The Hospitality Tax Special Obligation Bond Anticipation Note shall be executed in the name of the County with the facsimile signature of the Chairman of County Council attested by the facsimile signature of the Clerk of the County Council under the seal of the County to be imprinted, impressed or reproduced thereon.

The Hospitality Tax Special Obligation Bond Anticipation Note in fully-registered form shall be issued in substantially the form attached hereto as Exhibit A and incorporated herein by reference.

Section 4. Security. The County Council irrevocably obligates and binds the County to effect the issuance of a sufficient amount of hospitality tax special obligation bonds prior to the stated maturity of the Hospitality Tax Special Obligation Bond Anticipation Note. At the time of issuance of the hospitality tax special obligation bonds, the County will enact an ordinance setting forth the details thereof.

Section 5. Pledge of Hospitality Tax. As additional security for its obligation to make payments pursuant to the Hospitality Tax Special Obligation Bond Anticipation Note, the County hereby pledges the Hospitality Tax to the extent necessary to make all required payments under the Hospitality Tax Special Obligation Bond Anticipation Note.

Section 6. Tax Covenants. The County covenants that no use of the proceeds of the sale of the Hospitality Fee Special Obligation Bond Anticipation Note shall be made which, if such use had been reasonably expected on the date of issue of such Hospitality Fee Special Obligation Bond Anticipation Note would have caused the Hospitality Fee Special Obligation Bond Anticipation Note to be “arbitrage bonds”, as defined in Section 148 of the Internal Revenue Code of 1986 (the “IRC”), and to that end the County hereby shall:

(a) Comply with the applicable provisions of Section 103 and Sections 141 through 150 of the IRC and any regulations promulgated thereunder so long as any of the Hospitality Fee Special Obligation Bond Anticipation Note is outstanding;

(b) Establish such funds, make such calculations and pay such amounts, in the manner and at the times required in order to comply with the requirements of the IRC relating to required rebates of certain amounts to the United States;

(c) Make such reports of such information at the times and places required by the IRC; and

(d) Not take any action which will, or fail to take any action which failure will, cause interest on the Hospitality Fee Special Obligation Bond Anticipation Note to become includable in the gross income of the bondholders for federal income tax purposes pursuant to the provisions of the IRC and regulations promulgated thereunder in effect on the date of original issuance of the Hospitality Fee Special Obligation Bond Anticipation Note.

Section 7. Deposit and Use of Proceeds. The proceeds derived from the sale of the Hospitality Tax Special Obligation Bond Anticipation Note shall be deposited with the Treasurer of the County in a special fund to the credit of the County, separate and distinct from all other funds, and shall be expended for the purposes authorized herein.

Section 8. Miscellaneous. The County Council hereby authorizes any one or more of the following officials to execute such documents and instruments as necessary to effect the issuance of the Hospitality Fee Special Obligation Bond Anticipation Note: Chairman of the County Council, Interim County Administrator, Clerk to the County Council and County Attorney. The County Council hereby retains McNair Law Firm, P.A. as bond counsel in connection with the issuance of the Hospitality Fee Special Obligation Bond Anticipation Note.

All rules, regulations, resolutions and parts thereof, procedural or otherwise, in conflict herewith or the proceedings authorizing the issuance of the Bonds are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its adoption.

[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: May 2, 2006
Date of Second Reading: May 16, 2006 (tentative)
Date of Third Reading: _____, 2006

(FORM OF NOTE)

UNITED STATES OF AMERICA
STATE OF SOUTH CAROLINA
RICHLAND COUNTY
HOSPITALITY TAX SPECIAL OBLIGATION
BOND ANTICIPATION NOTE, 2006

_____, 2005

\$ _____

KNOW ALL MEN BY THESE PRESENTS that Richland County, South Carolina (the "County"), is justly indebted and, for value received, hereby promises to pay to the order of _____ in _____, South Carolina (the "Purchaser"), or its registered assigns, the principal sum of _____ Dollars (\$ _____), on _____, 2006 (unless this note shall be prepaid at an earlier date). This Note shall bear interest on the principal amounts from its date at the rate of _____% per annum.

Both the principal of and interest on this note are payable upon presentation and surrender of this note at the principal office of the Purchaser, in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts.

[The County shall have the right to prepay the principal of or interest on this note, or both, in whole or in part, from time to time, without penalty.]

This Note is issued pursuant to and in accordance with the Constitution and laws of the State of South Carolina and an ordinance duly enacted on _____, 2006 (the "Ordinance"), by the County Council, in anticipation of the issuance of a hospitality tax special obligation bond (the "Bond") to be issued by the County.

This note is payable, both as to principal and interest, from the proceeds of the Bond. This note is a special obligation of the County, and there is hereby pledged to the payment of the principal hereof and interest hereon the proceeds of the Bond. As additional security for its obligation to make payments hereon, the County hereby pledges the Hospitality Tax to the extent necessary to make all required payments hereunder.

This note has been initially registered in the name of the Purchaser as to principal and interest at the office of the County on registry books to be kept for such purpose, such registration to be noted hereon. After such registration, the principal of and interest on this note shall be payable only to the registered owner hereof. No transfer shall be valid unless made on such books by the registered owner, or by its legal representative, and similarly noted on this note.

This note and the interest hereon are exempt from all State, county, municipal, school district, and all other taxes or assessments, except estate or other transfer taxes, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise. It should be noted, however, that Section 12-11-20, Code of Laws of South Carolina, 1976, as amended, imposes upon every bank engaged in business in the

State of South Carolina a fee or franchise tax computed on the entire net income of such bank which would include any interest paid on this Note to any such bank.

It is hereby certified and recited that all acts, conditions and things required by the Constitution and laws of the State of South Carolina to exist, to happen, and to be performed precedent to or in the issuance of this note exist, have happened and have been done and performed in regular and due time, form and manner as required by law, and that the County has irrevocably obligated itself to issue and sell, prior to the stated maturity hereof, the Bond in anticipation of which this note is issued.

In witness whereof, Richland County, South Carolina, has caused this note to be executed in its name by the manual or facsimile signature of the Chairman of the County Council and attested by the manual or facsimile signature of the Clerk to Council under the seal of the County and this note to be dated the _____ day of _____, 2006.

COUNTY OF RICHLAND, SOUTH CAROLINA

Chairman, Richland County Council

(SEAL)

ATTEST:

Clerk to Council

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.

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 ~~General~~ 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.

d. e. 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.

e. f. 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: May 2, 2006
Second Reading: May 16, 2006 (tentative)
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 17, MOTOR VEHICLES AND TRAFFIC; ARTICLE II, GENERAL TRAFFIC AND PARKING REGULATIONS; SO AS TO PROHIBIT CARELESS DRIVING AND DRIVING ACROSS PROPERTY TO AVOID A TRAFFIC CONTROL DEVICE.

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; is hereby amended by the addition of two new sections, to read as follows:

Sec. 17-11. Careless driving.

(a) It shall be unlawful for any person to operate any vehicle without care and caution, without full regard for the safety of persons or property, or when the vehicle or its appliances are not in proper or safe condition.

(b) Any person who violates this section shall, upon conviction thereof, be fined not less than \$25.00 and not more than \$200.00.

(c) This offense shall in no way whatsoever be used as an alternative or lesser charge for driving under the influence of intoxicants, driving under suspension of driver's license, passing a stopped school bus, or reckless driving, or to contravene any state statutes which impose criminal liability.

Sec. 17-12. Driving across public or private property in order to evade traffic control device.

(a) It shall be unlawful for any person operating a motor vehicle to use public or private property, not recognized as a roadway or thoroughfare, with the intention or purpose of avoiding a traffic signal or sign.

(b) Any person who violates this section shall be deemed guilty of a misdemeanor, and upon conviction shall be fined not more than \$500.00 or be imprisoned for not more than 30 days.

SECTION II. The Richland County Code of Ordinances; Chapter 17, Motor Vehicles and Traffic; Article II, General Traffic and Parking Regulations; Secs. 17-11--17-17, Reserved; is hereby amended to read as follows:

Secs. 17-13--17-17. Reserved.

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

SECTION V. 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: May 2, 2006
Second Reading: May 16, 2006 (tentative)
Public Hearing:
Third Reading:

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: May 16, 2006 (tentative)
Second Reading: May 16, 2006 (tentative)
Second Public Hearing:
Third Reading:

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 Richland County's Zoning Ordinance 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.

“Building Development Standards” means minimum standards for the area, width, building setback, yard requirements, and the maximum standards for height and building coverage, for Lots or Developed Parcels within the Property.

“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 average elevation of a Lot or Building Site after site improvements.

“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 elevation from Finished Grade as measured in feet and/or stories. Height in stories is the number of habitable floors (stories) exclusive of the area below the first finished floor. Height in feet is the number of feet measured from the Finished Grade to the top of the soffit, in the instance of a building, or to the highest point of other measured structures.

“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 Development Parcel identified in a Subdivision Plat recorded in the Richland County Planning and Development Services Department and the Richland County ROD office, 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 and refers to the minimum distance to the nearest adjacent property line, street, or right-of-way, depending upon the specific context.

“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 single tenant 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 the Killian Road or within 16 feet of the ~~W~~est ~~P~~roperty boundary adjacent to the residential properties zoned RU.
- (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. Not less than 7.9± acres of green space shall be provided in set-backs and landscaped open areas within the Property, including natural and landscaped buffer areas, storm water detention and wetlands (floodway and floodplain) at the northern extremity of the Property. [Property area outside of buildings and impervious surface area equals approximately 20% of total area.]
- 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 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 will consider acceptance of any drainage systems separately from acceptance of any streets.

- (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 or the County Engineer, 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. All utilities shall be installed underground unless extenuating site circumstances, including, but not limited to, environmental constraints, make installing utilities underground physically or financially 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 ~~which~~ 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 ~~which~~ 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 ~~which~~ 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, periodic reviews by the County's Zoning Administrator, Planning Director, or by other appropriate officers designated by the County, shall take place at least every twelve (12) months, 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 ~~which~~ that are significant changes and thus require an amendment to this Agreement as opposed to changes ~~which~~ that are minor modifications (and thus merely represent expected exercises of development flexibility). 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 ~~which~~ 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 ~~which~~ 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 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 ~~which~~ 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 execution of this Agreement, the Owner shall record this Agreement in the Office of the Register of Deeds for Richland County.

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) 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) 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 sixty (60) to ninety (90) 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 ~~accessability~~ 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 ~~W~~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 ~~S~~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 ~~W~~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 ~~W~~west of the I-77 southbound ramps, 350 feet ~~E~~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 existing 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 ~~E~~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 [and should be coordinated also with any proposed signalization at the northbound I-77 ramp intersection].

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. [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.]

It shall be Owner's responsibility to procure all encroachment and access permits to/from the development site with the public roadways. Provided, however, County will cooperate reasonably with Owner in such permitting and approvals pursuits.

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". Provided, however, Owner and County agree hereby that such attachments are general representations, subject to revision necessitated by site conditions, engineering considerations, and permitting requirements. Such changes that do not materially alter the intent and function of these plans shall be deemed permitted adjustments without necessity for amendment of this Agreement.

EXHIBIT “F”

IDENTIFICATION OF APPLICABLE LOCAL PERMITS

1. Subdivision sketch plan approval from the Land Development Administrator, Planning Department
2. Site Plan approval from the Zoning Administrator, Planning Department
3. Grading permit from the County Engineer
4. Erosion and Sediment Control Plan approval from the County Engineer
5. Stormwater Management Plan approval from the County Engineer
6. Road construction plan approval from the County Engineer
7. Building permits from the Building Official, Planning Department
8. Mechanical permits from the Building Official, Planning Department
9. Plumbing permits from the Building Official, Planning Department
10. Electrical permits from the Building Official, Planning Department
11. Gas permits from the Building Official, Planning Department
12. Landscape Plan approval from the Zoning Administrator, Planning Department
13. Sign permits from the Zoning Administrator, Planning Department
14. Business license approval from the ~~Zoning Administrator, Planning Department~~ Business License Service Center, and the County Fire Marshal
15. Certificates of Occupancy from the Building Official, Planning Department
16. Wetlands permits from DHEC
17. Proper burn permits from the County Fire Marshal, S.C. Forestry Commission, and/or DHEC
18. Non-potable water well permits from DHEC
19. Underground fuel storage tank permits from DHEC
20. Water and sewer tap permits from the City of Columbia
21. Air pollution permits from DHEC
22. Food service permits from DHEC — Environmental Health
23. Encroachment permits from S.C. Department of Transportation

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: May 16, 2006 (tentative)
Third Reading:

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 FOR RICHLAND COUNTY
ORDINANCE NO. ____-06HR**

AN ORDINANCE AUTHORIZING THE LEVYING OF AD VALOREM PROPERTY TAXES, WHICH, TOGETHER WITH THE PRIOR YEAR'S CARRYOVER AND OTHER STATE LEVIES AND ANY ADDITIONAL AMOUNT APPROPRIATED BY THE RICHLAND COUNTY COUNCIL PRIOR TO JULY 1, 2006, WILL PROVIDE SUFFICIENT REVENUES FOR THE OPERATIONS OF RICHLAND COUNTY GOVERNMENT DURING THE PERIOD FROM JULY 1, 2006 THROUGH JUNE 30, 2007.

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

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF SEWER SYSTEM GENERAL OBLIGATION BOND ANTICIPATION NOTES OF RICHLAND COUNTY, SOUTH CAROLINA, SERIES 2006A OR SUCH OTHER APPROPRIATE SERIES DESIGNATION, IN THE PRINCIPAL AMOUNT OF NOT EXCEEDING \$12,000,000; FIXING THE FORM AND DETAILS OF THE NOTES; AUTHORIZING THE COUNTY INTERIM ADMINISTRATOR TO DETERMINE CERTAIN MATTERS RELATING TO THE NOTES; PROVIDING FOR AN INCREASE IN THE RATES TO BE PAID BY USERS OF THE SEWER SYSTEM; PROVIDING FOR THE PAYMENT OF THE NOTES AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO.

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

AN 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, SC AND MCENTIRE PRODUCE, INC., A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF SOUTH CAROLINA, AND CERTAIN AFFILIATES OF MCENTIRE PRODUCE, INC., INCLUDING R.C. MCENTIRE TRUCKING, INC., A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF SOUTH CAROLINA, AND MCENTIRE LIMITED PARTNERSHIP, A LIMITED PARTNERSHIP ORGANIZED AND EXISTING UNDER THE LAW AND STATE OF SOUTH CAROLINA PURSUANT TO TITLE 12, CHAPTER 44, CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED, FOR A PROJECT INVOLVING AN INVESTMENT OF NOT LESS THAN \$25,000,000.

WHEREAS, Richland County, South Carolina (the "County"), acting by and through its County Council (the "County Council"), is authorized and empowered under and pursuant to the provisions of the South Carolina Constitution (the "Constitution"), the Code of Laws of South Carolina, 1976, as amended (the "Code"), and the case law of the courts of the State of South Carolina (the "State"), to offer and provide certain privileges, benefits, and incentives to prospective industries as inducements for economic development within the County; and,

WHEREAS, the County is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 of the Code (the "Act") to enter into certain agreements with any industry that constructs, operates, maintains, and improves certain properties (which constitute "projects" as defined in the Act and to accept any grants for such projects); and,

WHEREAS, through employment of the powers granted by the Act, the County will promote the economic and industrial development of the State and develop its trade by inducing manufacturing and commercial enterprises to locate and remain in the State and thus use and employ the manpower, agricultural products, and natural resources of the State and benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally that provide for the exemption of such project from property taxes and provide for the payment of a fee in lieu of property taxes (a "fee agreement" as defined in the Act) and provide further for the grant of infrastructure improvement credits; and,

WHEREAS, the County and Fairfield County have established a multi-county industrial park in accordance with the provisions of Title 4, Chapter 1, Section 170 of the Code (the "Park"); and,

WHEREAS, McEntire Produce, Inc. a corporation organized and existing under the laws of the State of South Carolina, along with certain affiliates, including R.C. McEntire Trucking, Inc., a corporation organized and existing under the laws of the State of South Carolina, and McEntire Limited Partnership, a limited partnership organized and existing under the laws of the State of South Carolina (collectively, the "Company"), desire to purchase property located in the County and to construct thereon a facility for the production of finished produce products and the distribution of such products (the "Project" as further defined herein) and has requested the County to commit to provide certain inducements to the Company by entering into an inducement agreement; and,

WHEREAS, the Project involves an anticipated investment by the Company of at least \$25,000,000; and,

WHEREAS, the Project involves the possible creation of at least 200 new jobs in the County; and,

WHEREAS, the County, by proper corporate action committed to provide certain economic development incentives by proper resolution of the County Council setting forth the commitment to and the general terms of the Inducement Agreement (the "Inducement Agreement") with the Company concerning the Project (the "Inducement Resolution"); and,

WHEREAS, in connection with the economic development incentives hereby authorized, the County and the Company are prepared to enter into a fee agreement as set forth in the Act (the "Fee Agreement") pursuant to which the property comprising the Project will be exempted from *ad valorem* property tax and the Company shall make certain payments to the County in lieu of *ad valorem* property taxes, after a deduction therefrom for infrastructure improvement credits ("FILOT Payments"), as committed to in the Inducement Agreement and as described more fully in the Fee Agreement; and,

WHEREAS, the County has reviewed the Fee Agreement, the form of which is attached to this ordinance and incorporated herein, and determined that the same is appropriate in form and substance for execution by the County.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, IN MEETING DULY ASSEMBLED:

Section 1. Findings and Determinations. It is hereby declared that the facts set forth in the recitals to this Ordinance are true and correct in all respects. It further is found, determined, and declared by the County Council, as follows:

(a) the Project will constitute a "project" as defined in the Act, and the County's actions with respect to the Project will subserve the purposes of and conform to the Act;

(b) the Project is anticipated to benefit the general public welfare of Richland County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally;

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

(d) the purposes to be accomplished by the Project, including, without limitation, economic development, jobs creation, and expansion of the County's tax base, are proper governmental and public purposes and the benefits of the Project are greater than the costs;

(e) the County is expected to derive substantial direct economic benefits and numerous indirect benefits, such as indirect employment, indirect payroll income generated through direct, indirect, and induced income, and indirect investment (all as determined under generally accepted economic impact methodology);

(f) the inducement of the Project within South Carolina by means of the economic development incentives authorized herein is of paramount importance;

(g) the Project will serve the purposes of the Act by promoting industrial development in the County and in the State; and

(h) the form of the Fee Agreement, which includes provision for the Company's receipt of Infrastructure Improvement Credits in amounts set forth in that Fee Agreement, presented to this meeting and filed with the Clerk of the County Council (the "Clerk"), contains all provisions required by the Act, and 1) ensures the Fee Agreement does not contain or constitute a general obligation of the County or any incorporated municipality, but an obligation only payable from the FILOT payments received by the County hereunder and under Article VIII of the Constitution of the State with respect to the Project; 2) ensures the County's obligations hereunder with respect to such Infrastructure Improvement Credits are not secured by, or in any way entitled to a pledge of the full faith, credit or taxing power of the County or any incorporated municipality; 3) ensures the Fee Agreement and Infrastructure Improvement Credits do not constitute an indebtedness of the County or any incorporated municipality within the meaning of any State constitutional provision or statutory limitation but are payable solely from the source of payments pledged hereunder, which source does not include revenues from any tax or license, and are not a pecuniary liability of the County or an incorporated municipality or a charge against the County or any incorporated municipality's general credit or taxing power.

Section 2. Approval of Fee Agreement. The Fee Agreement is approved as follows:

(a) The form, terms, and provisions of the Fee Agreement presented to this meeting and filed with the Clerk are approved and all of the terms, provisions, and conditions of the Fee Agreement are incorporated by reference. The Chairman of the County Council and the Clerk are authorized, empowered, and directed to execute, acknowledge, and deliver the Fee Agreement in the name of the County. The Chairman and the Clerk are further authorized, empowered, and directed to cause the Fee Agreement to be delivered to the Company.

(b) The Fee Agreement to be executed on behalf of the County shall be in substantially the form now before the County Council, and shall include only changes that are approved by the County officials executing the Fee Agreement. The County officials shall consult the County Attorney with respect to any changes to the Fee Agreement. The execution of the Fee Agreement by County officials shall constitute conclusive evidence that they have approved all changes to or revisions of the Fee Agreement now before this meeting.

(c) If under the Fee Agreement or the Act any future actions of the Company (including, without limitation, the supplementation of the Exhibits and/or any assignments of the Project) require the approval of the County, such approval can be given on behalf of the County by the County officials executing the Fee Agreement or their successors in office upon affirmative resolution of the County Council. The County officials shall consult the County Attorney with respect to such approval. The execution of a written approval by County officials shall constitute conclusive evidence that the County has approved the respective actions of the Company.

Section 3. Execution of Document. The Chairman, the County Administrator, the Clerk, and the County Attorney are each authorized and directed to do all things necessary to effect the execution and delivery of the Fee Agreement and the County's performance of its obligations under the Fee Agreement.

Section 4. Severability. The provisions of this Ordinance are declared to be separable. If any section, phrase, or provision shall be declared by a court of competent jurisdiction to be invalid or unenforceable for any reason, the remaining sections, phrases, and provisions of the Ordinance shall remain valid.

Section 5. Repeal of Conflicting Ordinances. All orders, resolutions, and other ordinances in conflict with this Ordinance are repealed to the extent of such conflict.

Section 6. Ordinance Modification. This Ordinance shall not be amended, rescinded or modified except with the prior written consent of the Company.

Section 7. Effective Date of Ordinance. This Ordinance shall take effect immediately upon third reading of the County Council and shall supersede any inconsistent ordinances.

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: May 16, 2006 (tentative)
Second Reading: _____, 2006
Public Hearing: _____, 2006
Third Reading: _____, 2006

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

AN ORDINANCE AUTHORIZING THE EXTENSION OF THE PROJECT ACQUISITION PERIOD UNDER THAT CERTAIN LEASE AGREEMENT BY AND BETWEEN RICHLAND COUNTY, SOUTH CAROLINA, AND SYSCO FOOD SERVICES OF COLUMBIA, LLC DATED AS OF NOVEMBER 1, 2001, TO ALLOW THE COMPLETION OF THE PROJECT, THE AMENDMENT OF SUCH LEASE AGREEMENT TO REFLECT SUCH EXTENSION AND OTHER MATTERS RELATING THERETO.

WHEREAS, Richland County, South Carolina (the "County"), acting by and through its County Council (the "County Council"), is authorized and empowered under and pursuant to the provisions of the South Carolina Constitution (the "Constitution") and the Code of Laws of South Carolina 1976, as amended, the (the "Code"), and the case law of the Courts of the State of South Carolina, to offer and provide certain privileges, benefits, and incentives to prospective industries as inducements for economic development within the County; is authorized and empowered under and pursuant to the provisions of Title 4, Chapter 12, Code of Laws of South Carolina, 1976, as in effect on the date hereof (the "Act"), to acquire, or cause to be acquired, properties (which properties constitute "projects" as defined in the Act) and to enter into agreements with any industry to construct, operate, maintain and improve such projects; to enter into or allow financing agreements with respect to such projects; and to accept any grants for such projects through which powers the industrial development of the State of South Carolina (the "State") will be promoted and trade developed by inducing manufacturing and commercial enterprise to locate and remain in the State and thus utilize and employ the manpower, agricultural products and natural resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally;

WHEREAS, in the exercise of the foregoing powers, the County and Sysco Food Services of Columbia, LLC, a limited liability company organized and existing under the laws of the State of Delaware (the "Company"), have heretofore entered into an Agreement dated November 1, 2001 (the "Fee Agreement") providing for certain incentives, including, without limitation, payment of a fee in lieu of taxes;

WHEREAS, the Company has not completed the Project (as such term is defined in the Fee Agreement) and has requested, in accordance with Section 3.2(b) of the Fee Agreement, that the County extend the Investment Period (as defined in the Fee Agreement) as permitted by Section 12-44-30(13) of the Act from the end of the fifth year following the Commencement Date until the last day of the tenth year following the Commencement Date;

WHEREAS, the County has determined that the extension of the Project Acquisition Period (the "Extension") would directly and substantially benefit the general public welfare of the County by allowing the Company to complete the Project, by inducing the Company to further investments and by providing the creation of jobs and employment, the increase of ad valorem tax base,

service, employment or other public benefits not otherwise provided locally; and that the Extension gives rise to no pecuniary liability of the County or incorporated municipality or a charge against the general credit or taxing power of either; and that the purposes to be accomplished by the Extension, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes; and that the additional investments in and completion of the Project which is located in the County and State is of paramount importance; and that the benefits of the Extension and completion of the Project will be greater than the costs;

WHEREAS, the Extension will be effected pursuant to an amendment to the Lease Agreement (the "Amendment") which is now before this meeting and is in appropriate form and is an appropriate instrument to be executed and delivered or approved by the County for the purposes intended;

NOW, THEREFORE, BE IT RESOLVED, by the County Council of Richland County, South Carolina (the "County Council") as follows:

Section 1. Approval of Extension of Project Acquisition Period. Richland County hereby grants an extension of the period to complete the Project under the Lease Agreement pursuant to Section 4-12-30(C)(2) of the Act until the end of the tenth year following the end of the property tax year during which the Lease Agreement was executed, which is through December 31, 2008.

Section 2. Execution of Amendment to Lease Agreement. In order to promote industry, develop trade and utilize the manpower, agricultural products and natural resources of the State, the form, terms and provisions of the Amendment which is before this meeting and filed with the Clerk to County Council are hereby approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Amendment was set out in this Ordinance in its entirety. The Chair of the County Council and the County Administrator be and they each are hereby authorized, empowered and directed to execute, acknowledge and deliver the Amendment to the Company. The Amendment 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 officials of the County executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of Amendment now before this meeting.

Section 3. Further Actions. The Chair of County Council, the County Administrator and the Clerk to County Council, for and on behalf of the County, are hereby each authorized and directed to do any and all things necessary to effect the execution and delivery of the Amendment and the performance of all obligations of the County under and pursuant to the Amendment.

Section 4. Governing Law. This Ordinance shall be construed and interpreted in accordance with the laws of the State of South Carolina.

Section 5. Severability. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase or provision shall for any reason be declared by a court of

competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 6. Effectiveness of Ordinance. All Ordinances, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. In all other respects the prior Ordinances, resolutions and parts thereof which are not in conflict with the amendments hereto, shall remain in full force and effect. This Ordinance shall take effect and be in full force from and after its passage by the County Council.

Section 7. Official Action. It is the intention of the County Council that this Ordinance shall constitute an official action on the part of the County within the meaning of any statute or other legislative enactment relating to the provision of incentives including, without limitation, the approval of the extension of the project acquisition period under a fee-in-lieu-of-tax agreement for the inducement of economic development projects.

DONE, RATIFIED AND ADOPTED this ____ day of _____, 2006.

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: May 16, 2006 (tentative)
Second Reading:
Public Hearing:
Third Reading:

STATE OF SOUTH CAROLINA)
) A RESOLUTION OF THE
) RICHLAND COUNTY COUNCIL
COUNTY OF RICHLAND)

A RESOLUTION AUTHORIZING THE EXTENSION OF THE INVESTMENT PERIOD UNDER THE FEE AGREEMENT BY AND BETWEEN RICHLAND COUNTY, SOUTH CAROLINA, AND SYSCO FOOD SERVICES OF COLUMBIA, LLC, DATED AS OF NOVEMBER 1, 2001, TO ALLOW THE COMPLETION OF THE PROJECT AND OTHER MATTERS RELATING THERETO.

WHEREAS, Richland County, South Carolina (the "County"), acting by and through its County Council (the "County Council"), is authorized and empowered under and pursuant to the provisions of the South Carolina Constitution (the "Constitution") and the Code of Laws of South Carolina 1976, as amended, the (the "Code"), to offer and provide certain privileges, benefits, and incentives to prospective industries as inducements for economic development within the County; is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44, Code of Laws of South Carolina, 1976 (the "Act"), to enter into agreements with any industry to construct, operate, maintain and improve properties (which properties constitute "projects" as defined in the Act) through which powers the industrial development of the State of South Carolina (the "State") will be promoted and trade developed by inducing manufacturing and commercial enterprise to locate and remain in the State and thus utilize and employ the manpower, agricultural products and natural resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally;

WHEREAS, in the exercise of the foregoing powers, the County and Sysco Food Services of Columbia, LLC, a limited liability company organized and existing under the laws of the State of Delaware (the "Company"), have heretofore entered into a Fee Agreement dated as of November 1, 2001 (the "Fee Agreement") providing for certain incentives, including, without limitation, payment of a fee in lieu of taxes;

WHEREAS, the Company has not completed the Project (as such term is defined in the Fee Agreement) and has requested, in accordance with Section 3.2(b) of the Fee Agreement, that the County extend the Investment Period (as defined in the Fee Agreement) as permitted by Section 12-44-30(13) of the Act from the last day of the fifth year following the Commencement Date (as defined in the Fee Agreement) until the last day of the tenth year following the Commencement Date (as defined in the Fee Agreement);

WHEREAS, the County has determined that the extension of the Investment Period (the "Extension") would directly and substantially benefit the general public welfare of the County

by allowing the Company to complete the Project, by inducing the Company to further investments and by providing the creation of further jobs and employment, the increase of ad valorem tax base, service, employment or other public benefits not otherwise provided locally; and that the Extension gives rise to no pecuniary liability of the County or incorporated municipality or a charge against the general credit or taxing power of either; and that the purposes to be accomplished by the Extension, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes; and that the additional investments in and completion of the Project which is located in the County and State is of paramount importance; and that the benefits of the Extension and completion of the Project will be greater than the costs;

WHEREAS, the Extension will be effective upon adoption of this Resolution and shall be further evidenced by an amendment to the Fee Agreement (the "Amendment") which is now before this meeting and is in appropriate form and is an appropriate instrument to be executed and delivered or approved by the County.

NOW, THEREFORE, BE IT RESOLVED, by the County Council of Richland County, South Carolina (the "County Council") as follows:

Section 1. Approval of Extension of Investment Period. Richland County hereby grants an extension of the period to complete the Project under the Fee Agreement pursuant to Section 12-44-30(13) of the Act until the last day of the tenth year following the Commencement Date (as defined in the Fee Agreement).

Section 2. Execution of Amendment to Fee Agreement. In order to further evidence the above approval, the form, terms and provisions of the Amendment which is before this meeting and filed with the Clerk to County Council are hereby approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Amendment was set out in this Resolution in its entirety. The County Administrator be and hereby is authorized, empowered and directed to execute, acknowledge and deliver the Amendment to the Company. The Amendment 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 officials of the County executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of Amendment now before this meeting.

Section 3. Further Actions. The County Administrator and the Clerk to County Council, for and on behalf of the County, are hereby each authorized and directed to do any and all things necessary to effect the execution and delivery of the Amendment and the performance of all obligations of the County under and pursuant to this Resolution.

Section 4. Governing Law. This Resolution shall be construed and interpreted in accordance with the laws of the State of South Carolina.

Section 5. Severability. The provisions of this Resolution are hereby declared to be separable and if any section, phrase or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 6. Effectiveness of Resolution. All orders, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This Resolution shall take effect and be in full force from and after its passage by the County Council.

Section 7. Official Action. It is the intention of the County Council that this Resolution shall constitute an official action on the part of the County within the meaning of any statute or other legislative enactment relating to the provision of incentives including, without limitation, the approval of the extension of the investment period under a fee-in-lieu-of-tax agreement for the inducement of economic development projects.

Section 8. Statutory Accommodation. Notwithstanding any other provisions of this Resolution, the County is executing as statutory accommodation to assist the Company in achieving the intended benefits and purposes of the Act. The County has made no independent legal or factual investigation regarding the particulars of this transaction and it will execute the Amendment and any other applicable documents in reliance upon representations by the Company that such documents comply with all laws and regulations, particularly those pertinent to industrial development projects in South Carolina.

APPROVED AND ADOPTED IN A MEETING THIS ____ DAY OF _____,
2006.

RICHLAND COUNTY, SOUTH CAROLINA

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

(SEAL)

ATTEST THIS ____ DAY OF
_____, 2006:

Michielle Cannon-Finch
Clerk of County Council

~ Doc# 5746250.1 - 05/03/2006 3:10 PM ~

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

**A RESOLUTION OF THE
RICHLAND COUNTY COUNCIL**

**A RESOLUTION TO APPOINT AND COMMISSION PAMELA C. DAVIS AS A
CODE ENFORCEMENT OFFICER FOR THE PROPER SECURITY, GENERAL
WELFARE, AND CONVENIENCE OF RICHLAND COUNTY.**

WHEREAS, the Richland County Council, in the exercise of its general police power, is empowered to protect the health and safety of the residents of Richland County; and

WHEREAS, the Richland County Council is further authorized by Section 4-9-145 of the Code of Laws of South Carolina 1976, as amended, to appoint and commission as many code enforcement officers as may be necessary for the proper security, general welfare, and convenience of the County;

NOW, THEREFORE, BE IT RESOLVED THAT Pamela C. Davis is hereby appointed and commissioned a Code Enforcement Officer of Richland County for the purpose of providing for the proper security, general welfare, and convenience of the County, replete with all the powers and duties conferred by law upon constables, in addition to such duties as may be imposed upon her by the governing body of this County, including the enforcement of the County's business license regulations and the use of an ordinance summons, and with all the powers and duties conferred pursuant to the provisions of Section 4-9-145 of the Code of Laws of South Carolina 1976, as amended. Provided, however, Pamela C. Davis shall not perform any custodial arrests in the exercise of her duties as a code enforcement officer. This appointment shall remain in effect only until such time as Pamela C. Davis is no longer employed by Richland County to enforce the County's business license regulations.

ADOPTED THIS THE ____ DAY OF MAY, 2006.

Anthony G. Mizzell, Chair
Richland County Council

Attest: _____
Michielle R. Cannon-Finch
Clerk of Council