

RICHLAND COUNTY

ADMINISTRATION AND FINANCE COMMITTEE

AGENDA



TUESDAY JULY 23, 2024

6:00 PM

COUNCIL CHAMBERS

Richland County Council 2024



Deirrek Pugh
District 2
Vice Chair



Jason Branham
District 1



Gretchen D. Barron
District 7



Yvonne McBride
District 3



Paul Livingston
District 4



Allison Terracio
District 5



Don Weaver
District 6



Overture E. Walker
District 8



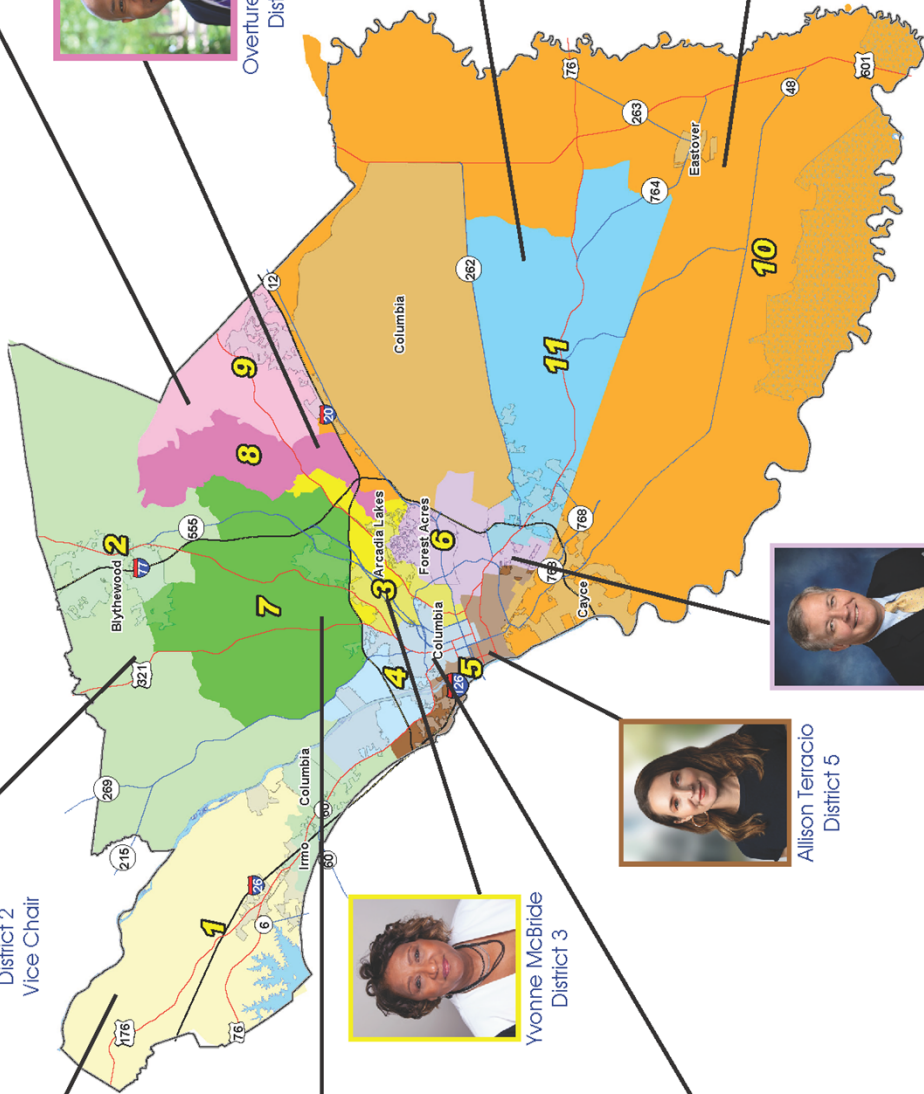
Chakisse Newton
District 11



Cheryl D. English
District 10



Jessica Mackey
District 9
Chair





**Richland County
Administration and Finance Committee**

AGENDA

July 23, 2024 06:00 PM
2020 Hampton Street, Columbia, SC 29204

The Honorable Derrek Pugh	The Honorable Yvonne McBride	The Honorable Paul Livingston	The Honorable Don Weaver	The Honorable Overture Walker, Chair
County Council District 2	County Council District 3	County Council District 4	County Council District 6	County Council District 8

1. **CALL TO ORDER** The Honorable Overture Walker

2. **APPROVAL OF MINUTES** The Honorable Overture Walker
 - a. Minutes of June 25, 2024 [\[Pages 4 - 7\]](#)

3. **APPROVAL OF AGENDA** The Honorable Overture Walker

4. **ITEMS FOR ACTION** The Honorable Overture Walker
 - a. Community Planning & Development - Conservation
-Ganus Conservation Easement Negotiation
[EXECUTIVE SESSION] [\[Pages 8-28\]](#)

5. **ADJOURN** The Honorable Overture Walker



Special Accommodations and Interpreter Services Citizens may be present during any of the County's meetings. If requested, the agenda and backup materials will be made available in alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), as amended and the federal rules and regulations adopted in implementation thereof. Any person who requires a disability-related modification or accommodation, including auxiliary aids or services, in order to participate in the public meeting may request such modification, accommodation, aid or service by contacting the Clerk of Council's office either in person at 2020 Hampton Street, Columbia, SC, by telephone at (803) 576-2061, or TDD at 803-576-2045 no later than 24 hours prior to the scheduled meeting.



Richland County Council
ADMINISTRATION AND FINANCE COMMITTEE
MINUTES
June 25, 2024 – 6:00 PM
Council Chambers
2020 Hampton Street, Columbia, SC 29204

COMMITTEE COUNCIL MEMBERS PRESENT: Derrek Pugh, Yvonne McBride, Paul Livingston, and Don Weaver

NOT PRESENT: Overture Walker

OTHERS PRESENT: Allison Terracio, Chakisse Newton, Cheryl English, Gretchen Barron, Jason Branham, Ashiya Myers, Michelle Onley, Angela Weathersby, Anette Kirylo, Patrick Wright, Ashley Fullerton, Tamar Black, Jennifer Wladischkin, Kyle Holsclaw, Jackie Hancock, Leonardo Brown, Dale Welch, Michael Maloney, Shirani Fuller, Michael Byrd, John Thompson, Callison Richardson, John McKenzie, Stacey Hamm, Kate Bugby, Pamela Green, Geo Price, Thomas Gilbert, Sarah Harris, Aric Jensen, and Quinton Epps

1. **CALL TO ORDER** – Councilman Paul Livingston called the meeting to order at approximately 6:00 PM.

2. **APPROVAL OF MINUTES**

a. May 21, 2024 – Mr. Pugh moved to approve the minutes as distributed, seconded by Mr. Weaver.

In Favor: Pugh, McBride, Livingston, and Weaver

Not Present: Walker

The vote in favor was unanimous.

3. **ADOPTION OF AGENDA** – Ms. McBride moved to adopt the agenda as published, seconded by Mr. Pugh.

In Favor: Pugh, McBride, Livingston, and Weaver

Not Present: Walker

The vote in favor was unanimous.

4. **ITEMS FOR ACTION**

a. Department of Public Works – Engineering – Greenhill Parish and Spring Park Sidewalk – Award of Construction – Ms. Shirani Fuller, the County Engineer, stated the County requested bids from qualified contractors for the installation of a 5-ft. sidewalk along sections of Greenhill Parish and Spring Park. On Greenhill Parish, they are putting in approximately 0.27 miles of sidewalk from the traffic circle at Upland Hill Lane to the existing infrastructure near the driveway for Catawba Trail Elementary School. Improvements are to the existing stormwater infrastructure, and include the installation of two school zone speed flashing light systems. Along Spring Park, they are putting in approximately 1.044 miles of new sidewalk from the intersection of Longreen Parkway to the existing sidewalk at Hobart Way. Improvements to the existing stormwater infrastructure and the replacement of an existing speed hump with a raised crosswalk will be included in this project. Corley Construction, a registered SLBE and minority-owned business, was the lowest responsive bidder. Staff recommended awarding the contract to Corley Construction.

Mr. Weaver inquired if the funding was coming from the Transportation Penny Tax.

Ms. Fuller responded that the funding is coming from the County Transportation Committee (“CTC”) and the Road Maintenance Fee, collected through the State’s gas tax and the County’s vehicle tax bill, respectively.

Ms. McBride asked if the County recommended the sidewalk project to the CTC or did they choose the project.

Ms. Fuller replied that the project predated her, but it is her understanding that it was County staff-initiated.

Mr. Weaver moved to forward this item to Council with a recommendation to award the contract to Corley Construction for the Greenhill Parish and Spring Park sidewalk construction for the bid price of \$1,560,831, seconded by Mr. Pugh.

In Favor: Pugh, McBride, Livingston, and Weaver

Not Present: Walker

The vote in favor was unanimous.

- b. Economic Development—Lease Renewal – Assistant Economic Development Director Kate Bugby stated staff recommends signing a three-lease extension at 1201 Main Street. The current lease expires on August 31, 2024. They did explore other office space locations but could not find anything that did not require major upfits or costly moving expenses. There will not be a rent increase in the first year, but there will be a 3% annual escalation for the two subsequent years. She noted their current location allows them to communicate with their partners (i.e., Department of Commerce, CentralSC Alliance, etc.). The space also provides space for additional staff.

Ms. McBride moved to forward to Council with a recommendation to renew the Economic Development Office's office lease for the current space at 1201 Main Street, Suite 1100, seconded by Mr. Pugh.

In Favor: Pugh, McBride, Livingston, and Weaver

Not Present: Walker

The vote in favor was unanimous.

- c. Grants & Community Development – 2024 Annual Action Plan – Assistant County Administrator Aric Jensen indicated this is the Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Annual Action Plan, which comes before Council each year.

Ms. Callison Richardson, Grants and Community Outreach Division Manager, pointed out the activities include the development of affordable rental housing, which is an allocation of funds we have set aside. There will be a process for eligible non-profits to apply for the funds. She noted that some projects are identified and others are more just funding allocations.

Ms. McBride inquired if a mechanism is in place that allows for adjustments or modifications of the projects.

Ms. Richardson replied there are tight parameters with HUD. First, they give us the allocation amount. Then, there are these identified caps, and within those parameters, we will make a notice of funding availability. We have information sessions for anyone who might be eligible for these funds. Then, we do a two-step application process so they can pitch their idea without investing much time. We can make changes to prior plans. For example, when we had the staffing turnover, projects were not moving forward, and funding was building up, so plans had to be amended to get the funds out more quickly.

Ms. Terracio expressed that she hopes they are making progress with hiring so we can use the available funds.

Ms. Richardson acknowledged she and her team are funded through the HUD grants. She noted the Community Development Coordinator position that runs the CDBG Project is vacant. They are in the hiring process and hope to have someone on board soon.

Mr. Livingston requested Ms. Richardson to explain how they came up with the projects and engage the stakeholders and the community.

Ms. Richardson stated they have a needs assessment public hearing in June. They have a master list of community partners, including the school districts and the Department of Social Services, who assist with identifying the needs. Affordable housing, seniors, and childcare were the most commented on needs this year. The public input informs their scoring rubric, and then they seek proposals to select the projects. She pointed out they utilize citizens in the scoring process.

Mr. Weaver asked if the housing being rehabilitated is privately owned or county-owned.

Ms. Richardson responded that we have set aside \$427,000 for the Affordable Rental Housing Development and will open it up to eligible entities. These entities are responsible for developing and maintaining the property. The County assists them with acquiring the property and then gives them additional funds to rehabilitate it. The entity is required to keep it as a low-income rental for a period of 20 years. The County will monitor it for that period. It is not our property, but it is not private sector either. Often, these are houses on the market that a non-profit identifies. We can also do the same thing on the homeownership side. In addition, we can do new build by acquiring the land for the non-profit to build on.

Ms. Newton indicated she was under the impression the policy had been modified to allow the funds to be utilized in other municipalities.

Ms. Richardson responded there was an attempt to do so, but they did not make it all the way through. The only place we can use our funding is in the homeless space because we do not have a Transitions, an

Olive Gospel Mission, or a Homeless No More in the county's unincorporated areas. She noted Forest Acre, Blythewood, and Eastover are currently part of the State CDBG program.

Ms. Terracio inquired if we could include land trust in this program.

Ms. Richardson replied she had not found a model that made sense for us yet. She indicated there may be more hoops than we are willing to jump through. She noted we have \$616,000 of down payment assistance funding built up. Right now, the maximum amount of support is \$10,000. We have talked to some of our "sister" communities, and they are considering increasing the amount to \$15,000.

Ms. McBride inquired if we are working with banks or lending agencies and if it affects mortgage rates to participate in the program.

Ms. Richardson stated the Richland County Homeowner Assistance Program has not been open for the last couple of years due to the market and the staffing levels. They are working to open it back up by October 1, 2024. In the meantime, they have been meeting with lenders and conducting credit and housing counseling.

Mr. Pugh moved to forward to Council a recommendation to approve the draft 2024 Annual Action Plan for submission to the US Department of Housing and Urban Development for the purposes of administering the County's awarded Community Development Block Grant (CDBG), HOME Investment Partnership, and Emergency Solutions Grant (ESG) funds from October 1, 2024, to September 30, 2025, seconded by Ms. McBride.

In Favor: Pugh, McBride, Livingston, and Weaver

Not Present: Walker

The vote in favor was unanimous.

- d. Community Planning & Development – Conservation – Historic Preservation Plan – Mr. Jensen stated one of the Conservation Commission's duties is historical preservation. The item before the committee is the approval of Ethos Preservation, LLC of Savannah, GA, to prepare the Historic Preservation Plan.

Mr. John McKenzie, the Conservation Program Analyst, indicated that the Conservation Commission requested approval to develop the County's first Historic Preservation Plan, born out of the Strategic Plan.

Mr. Livingston asked if the funding is coming for the ½ mill.

Mr. McKenzie replied in the affirmative.

Ms. McBride moved to forward to Council a recommendation to approve Ethos Preservation, LLC of Savannah, GA, developing the Richland County Historic Preservation Plan, which will be incorporated into the 2025 Comprehensive Plan to guide the County in preserving and enhancing its historic and cultural resources, seconded by Mr. Weaver.

In Favor: Pugh, McBride, Livingston, and Weaver

Not Present: Walker

The vote in favor was unanimous.

- e. Community Planning & Development—Planning Services—2025 Comprehensive Plan Update – Mr. Jensen stated that Community Planning & Development put out an RFP for the 2025 Comprehensive Plan. Staff recommends that the proposal from Nealon Planning be approved for the 2025 Comprehensive Plan Update.

Mr. Pugh moved to forward a recommendation to Council to approve the proposal from Nealon Planning for the 2025 Comprehensive Plan Update in the amount not to exceed \$245,462.50, seconded by Ms. McBride.

In Favor: Pugh, McBride, Livingston, and Weaver

Not Present: Walker

The vote in favor was unanimous.

5. **ADJOURNMENT** – Mr. Pugh moved to adjourn the meeting, seconded by Mr. Weaver.

In Favor: Pugh, McBride, Livingston, and Weaver

Not Present: Walker

The vote in favor was unanimous.

The meeting adjourned at approximately 6:35 PM.

**RICHLAND COUNTY
ADMINISTRATION**

2020 Hampton Street, Suite 4069
Columbia, SC 29204
803-576-2050



Agenda Briefing

Prepared by:	John McKenzie	Title:	Analyst
Department:	Community Planning & Development	Division:	Conservation
Date Prepared:	June 25, 2024	Meeting Date:	July 23, 2024
Legal Review	Christopher Ziegler via email	Date:	July 10, 2024
Budget Review	Maddison Wilkerson via email	Date:	July 3, 2024
Finance Review	Stacey Hamm via email	Date:	July 3, 2024
Approved for consideration:	Assistant County Administrator	Aric A Jensen, AICP	
Meeting/Committee	Administration & Finance		
Subject	Ganus Conservation Easement Negotiations		

RECOMMENDED/REQUESTED ACTION:

The Richland County Conservation Commission (RCCC) recommends that County Council authorizes the County Administrator to negotiate with the current owners of the property(s) encumbered by the Ganus conservation easement.

Request for Council Reconsideration: Yes

FIDUCIARY:

Are funds allocated in the department’s current fiscal year budget?	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
If not, is a budget amendment necessary?	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

Funds are not required for these negotiations. If funds are needed or accepted, they are available or will be placed in the Conservation Division budget. Fund #1209; Cost Center #4510; Acquisition.

Applicable fund, cost center, and spend category: Fund: 1209
Cost Center: 4510; Acquisition

OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:

Not applicable.

COUNTY ATTORNEY’S OFFICE FEEDBACK/POSSIBLE AREA(S) OF LEGAL EXPOSURE:

There are no immediate legal issues presented by authorizing County Administration to negotiate with the current easement holders and property owners. Any conclusions or decisions reached through the negotiation period must be approved by County Council and it would be improper to speculate as to the legal implications of a proposed agreement.

It is important to note that statutory authority allows for changes and termination to a conservation easement. The South Carolina Code of Laws provides that a conservation easement may be “released, modified, terminated, or otherwise altered or affected in the same manner as other easements.” S.C. Code Ann. § 27-8-30. The County is not statutorily limited in presenting these options during negotiations but any specific terms must be analyzed before presentation to County Council.

REGULATORY COMPLIANCE:

Any disposition of County-owned real estate must follow the SC Code of Laws and Richland County Ordinance.

MOTION OF ORIGIN:

There is no associated Council motion of origin.

STRATEGIC & GENERATIVE DISCUSSION:

Richland County holds conservation easements on many privately-owned properties, generally for the preservation of agriculture, wetlands, forestry, recreation, and/or wildlife habitat activities. The owners of one of the properties with a County held easement approached County staff to request a modification to the terms of the easement. The Richland County Conservation Commission (RCCC) has reviewed the request and recommends that the Council authorize the Administrator to negotiate with the property owner, which may include, but is not limited to, offering the owners the opportunity to buy back and extinguish the easement for reasons outlined below.

The Ganus Easement (TMS R01700-10-04) comprises 14 acres located at approximately 2400 Chapin Rd., Chapin, SC. (see Ganus Easement RCGIS aerial map attached). The easement agreement was recorded on November 30, 2010, and Richland County paid the original owner, the now deceased Mildred Ganus, \$14,000 (\$1,000/ac). In 2023, Ms. Brenda Quick, who inherited the property, subdivided it and sold 11.66 +/- acres to Christopher Ball without notification or permission from the County as required by the terms of the easement. Mr. Ball now desires to subdivide the property again and construct two (2) new homes.

County staff and the Conservation Commission are of the opinion that there is no value in preserving the conservation easement given the relatively small size of the property, and because the easement contemplates the possibility of additional development. The recommendation is to offer the property owners the ability to purchase and extinguish the easement, thus entitling the owners to develop in accordance with the existing Homestead (HM) zoning designation.

Some of the issues requiring resolution include:

1. Failure by the property owner to notify and seek permission from the County to subdivide the original 14 acres described in the conservation easement;
2. The current request by Mr. Ball to resubdivide the 11.66 acres at a future date to construct two single-family dwellings as contemplated in section 8D and section 11 of the conservation easement;
3. Documentation and evidence demonstrating 11.66-acre parcel has legal access to Chapin Rd via the two "buggy path" parcels, and that this access is sufficient for the future development contemplated;
4. The proposed additional structures, utilities, and access will diminish the already limited conservation value of the property; therefore, it may be in the County's interest to sell back the easement and repurpose the funds to a more viable project.

ASSOCIATED STRATEGIC GOAL, OBJECTIVE, AND INITIATIVE:

Goal: Foster Good Governance

Objectives:

- Develop realistic and achievable goals
- Create a shared vision with agreement by County leadership

ATTACHMENTS:

1. Ganus Easement
2. Ganus Easement RCGIS

CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT ("Easement") granted this 30th day of November, 2010; by Mildred A. Ganus (Grantor), having an address of 2400 Chapin Road, Chapin SC 29036 to Richland County, ("Grantee").

WITNESSETH:

Grantor is the owner of approximately 14 acres listed as Richland County Tax Map #1700-10-04, in Richland County, South Carolina more particularly described on Attachment A.

Grantee is an organization described in Section 501(c) (3) of the Internal Revenue Code of 1986, as amended (the "Code"), and meets the requirements of Section 509(a) (2) of the Code. Grantee is a "qualified organization," as such terms is defined in Section 170(h) (3) of the Code, and is qualified to hold conservation easements under the laws of the State of South Carolina.

Grantor wishes to convey to Grantee, for conservation purposes, a perpetual restriction on the uses which may be made of the Property.

The grant of this Easement will also serve the following "conservation purposes," as such term is defined in Section 170(h) (4) (A) of the Code:

The furtherment of the South Carolina Conservation Easement Act, 27-8-10 et seq authorizes the acquisition of conservation easements by local governments;

The fulfillment of the goals of Richland County Comprehensive Plan, as adopted in 2009, including the protection of quality of life which this easement fulfills by providing an undeveloped buffer to traditional communities of the County.

The fulfillment of the goals of The Richland County Conservation Commission which has identified lands of importance to the community's continued high water quality as a pressing need, with the preservation of this land on a perennial stream in the Wateree Creek Watershed will help to fulfill.

The fulfillment of the Spring Hill Conservation Plan, prepared by The Richland County Planning Commission and adopted by the Richland County Council to recommend and support land preservation in Northwestern Richland County.

The preservation of land of historic importance to Richland County because of its relationship to the agrarian past and historic development of the community, and the preservation of prime farmland soils and lands of 18% critical slope as identified by the U.S. Department of Agriculture and located on the protected property.

Book 1656-2315
2010087521 10/29/2010 11:27 AM 01. Easement
Fee: \$0.00 County Tax: \$0.00 State Tax: \$0.00



2010087521 Richard W. Rodden Richland County, R.C.C.

The current use of the Property and its current improvements are consistent with the conservation purposes of this Easement. The agricultural, natural habitat, scenic, open space, or historic resources of the Property are collectively referred to herein as the "conservation values" of the Property.

The conservation values of the Property and its current use and state of improvement are described in a Baseline Report prepared by Grantee with the cooperation of Grantor. Grantor and Grantee have copies of the Report, and acknowledge that the Report is accurate as of the date of this Easement. The Report may be used by Grantee to establish that a change in the use or character of the Property has occurred, but its existence shall not preclude the use by Grantee of other evidence to establish the condition of the Property as of the date of this Easement. Copies of the Baseline Report on file at the offices of the Grantee

Grantor intends that the conservation values of the Property be preserved and maintained, and Grantor intends to convey to Grantee the right to preserve and protect the conservation values of the Property in perpetuity.

THEREFORE, in consideration of Fourteen Thousand Dollars and no cents (\$14,000.00) and other good and valuable consideration, receipt of which is hereby acknowledged, pursuant to Section 170(h) of the Code and section 27-8-10 et seq. of South Carolina Code of Laws of 1976, as amended; Grantor does hereby voluntarily grant and convey unto the Grantee, a preservation and conservation easement in gross in perpetuity over the Protected Property, owned by the Grantor, and more particularly described as:

Approximately 14 acres listed as Richland County Tax Map # Map #1700-10-04 in Richland County, South Carolina more particularly described on Attachment A

1. Grant of Conservation Easement

Grantor hereby voluntarily grants and conveys to Grantee, and Grantee hereby voluntarily accepts, a perpetual Conservation Easement, an immediately vested interest in real property defined by the South Carolina Conservation Easement Act of the nature and character described herein. Grantor will neither perform, nor knowingly allow other to perform, any act on or affecting the Property that is inconsistent with the covenants contained herein. Grantor authorizes Grantee to enforce these covenants in the manner described below.

2. Statement of Purpose

The primary purpose of this Easement is to enable the Property to remain in traditional use by preserving and protecting its rural nature and other conservation features. No activity which significantly impairs the conservation purpose of the Property shall be permitted. To the extent that the preservation and protection of the natural, historic, recreational, habitat or scenic values referenced in this Easement is consistent with the primary purpose stated above, it is also the purpose of this Easement to protect those values, and no activity which shall significantly impair those values shall be permitted.

3. Rights and Responsibilities Retained by Grantor

Notwithstanding any provisions of this Easement to the contrary, Grantor reserves all customary rights and privileges of ownership, including the rights to sell, lease, and divide the Property, as well as any other rights consistent with the conservation values of the Property and not specifically prohibited or limited by this Easement. Unless otherwise specified below, nothing in this Easement shall require Grantor to take any action to restore the condition of the Property after any Act of God or other event over which Grantor had no control. Nothing in this Easement relieves Grantor of any obligation in respect to the Property or restriction in the use of the Property imposed by law.

4. Rights to Use Property for Traditional Purposes

Grantor retains the right to use the Property for traditional agricultural purposes, or to permit others to use the Property for agricultural purposes, in accordance with applicable law.

5. Right to Privacy

Grantor retains the right to privacy and the right to exclude any member of the public from trespassing on the Property.

6. Right to Use the Property for Customary Rural Enterprises

Grantor retains the rights to use the Property for otherwise lawful and customary rural enterprises, such as, but not limited to, processing, packaging and marketing of farm products; farm machinery repair; sawmills; or firewood distribution.

7. Permission of Grantee

Where Grantor are required to obtain Grantee's permission or approval for a proposed action hereunder, said permission or approval (a) shall not be unreasonably delayed by Grantee, (b) shall be sought and given in writing, and (c) shall in all cases be obtained by Grantor prior to Grantor' taking the proposed action. Grantee shall grant permission or approval to Grantor only where Grantee, acting in Grantee's sole reasonable discretion and in good faith, determines that the proposed action will not substantially diminish or impair the conservation values of the Property. Grantee shall not be liable for any failure to grant permission or approval to Grantor hereunder.

8. Procedure to Construct Building and Other Improvements

Except as otherwise provided herein, Grantor may undertake construction or other improvement of the Property only as provided below. No structures or improvements shall be placed within 100 feet of any water body in order to protect water quality. Grantor shall advise Grantee prior to undertaking any construction, reconstruction, or other improvement of single-family dwellings or recreational improvements on the Property as permitted herein, so as to enable Grantee to keep its record current.

A) Fences – Existing fences may be repaired and replaced, and new fences may be built on the Property for purposes of reasonable and customary management of livestock and wildlife.

B) Existing Agricultural, Recreation or Ancillary Structures & Improvements – Existing agricultural, recreational or ancillary structures and improvements may be repaired, reasonably enlarged and replaced at their current locations, which are shown in the Baseline Report.

C) New Ancillary Structures & Improvements – New ancillary building and other structures and improvements to be used primarily for ancillary or agricultural purposes may be built on the Property within the “Developed Area” identified on the Baseline Report. New buildings, structures or improvements proposed for locations outside the “Developed Area” may be built only with the permission of the Grantee.

D) Single-Family Residential Dwellings – The existing residential dwellings may be repaired, reasonably enlarged and replaced at its current location, which is shown on the Baseline Report. There may be two (2) new residential dwellings constructed on the new lots provide for in Section 11 below.

F) Recreational Improvements – Recreational improvements may be built within the area identified as “Developed Area” on the Baseline Report. Any new recreational improvements proposed for locations outside the area identified as “Developed area” may be built only with the permission of Grantee. Under no circumstances shall athletic fields, golf courses or ranges, commercial airstrips or commercial helicopter pads be constructed on the Property.

G) Utility Services and Septic Systems – Wires, lines, pipes, cables or other facilities providing electrical, gas, water, sewer, communications, or other utility services to the improvements permitted herein may be installed, maintained, repaired, removed, relocated and replaced, and Grantee may grant easements over and under the Property for such purposes. Septic or other underground sanitary systems serving the improvements permitted herein may be installed, maintained, repaired or improved.

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9. Maintenance and Improvement of Water Sources

Grantor maintains the rights to use, maintain, establish, construct, and improve water sources, water courses and water bodies within the Property for the uses permitted by this Easement, provided that Grantor does not significantly impair or disturb the natural course of the surface water drainage or runoff flowing over the Property. Grantor may alter the natural flow of water over the Property in order to improve drainage or agricultural soils, reduce soil erosion, or improve the agricultural or forest management potential of the Property, provided such alteration is consistent with the conservation purposes of this Easement and are carried out in accordance with law. The construction of ponds shall be permitted only with the permission of Grantee.

10. Water Rights

Grantor retains and reserves the right to use any appurtenant water rights sufficient to maintain the agricultural productivity of the Property. Grantor shall not transfer, encumber, lease, sell or otherwise sever such water rights from title to the Property itself.

11. Subdivision

The Property is currently comprised of two parcels as shown in Attachment A. The property may be subdivided to create two (2) new parcels of not more than three (3) acres provided that access to a public road is created as mandated in Richland County Subdivision regulations.

12. Conservation Practices

All agricultural or timbering operations on the Property shall be conducted in a manner consistent with a conservation plan prepared by the U.S. Department of Agriculture, Natural Resources Conservation Service, or its successor, or by a qualified conservation professional approved by Grantee. This plan shall be updated periodically, and in any event any time the basic type of agricultural operation on the Property changed or ownership of the Property changes. All agricultural operations shall be conducted in accordance with applicable law.

13. Application of Waste Materials

The land application, storage and placement on the Property of domestic septic effluent and municipal, commercial or industrial sewage sludge or liquid generated from such sources for agricultural purposes is prohibited.

14. Forest Management

Trees may be removed, cut and otherwise managed to control insects and disease, to prevent personal injury and property damage, for firewood for domestic use in dwelling on the Property, for commercial harvesting and for construction of permitted improvements and fences on the Property. The cutting, removal or harvesting of trees must be in accordance with either the conservation plan referenced in Paragraph 12 above or a forest management plan prepared by a qualified professional forester.

15. Mining

Exploration for, or development and extraction of, minerals and hydrocarbons from the Property by any method are prohibited.

16. Paving and Road Construction

Construction and maintenance of unpaved roads that may be reasonably necessary and incidental to carrying out the improvements and uses permitted on the Property by this Easement are permitted. Other than the approved roads, no portion of the Property shall be paved or otherwise covered with concrete, asphalt, or any other impervious paving material, without the permission of Grantee

17. Hazardous Waste

No waste, or radioactive or hazardous waste, shall be placed, stored, dumped, buried, or permitted to remain on the Property.

18. Ongoing Responsibilities of Grantor and Grantee

Other than as specified herein, this Easement is not intended to impose any legal or other responsibility on Grantee, or in any other way affect any obligations of Grantor as owner of the Property, including but not limited to, the following:

(a) Taxes – Grantor shall be solely responsibility for payment of all taxes and assessments levied against the Property. If Grantee is ever required to pay any taxes or assessments on its interest in the Property, Grantor will reimburse Grantee for the same.

(b) Upkeep and Maintenance – Grantor shall be solely responsible for the upkeep and maintenance of the Property, to the extent required by law. Grantee shall have no obligation for the upkeep or maintenance of the Property.

(c) Liability and Indemnification – Grantor shall indemnify Grantee against, and hold Grantee harmless from, any and all lose, cost, claim, liability, or expense (including reasonable attorneys' fee) arising from or with respect to the Property, unless due to the gross negligence or willful misconduct of Grantee.

19. Extinguishment of Development Rights

Except as otherwise reserved to the Grantor in this Easement, all development rights appurtenant to the Property are hereby released, terminated and extinguished, and may not be used on or transferred to any portion of the Property as it now or hereafter may be bounded or described, or to any other property adjacent or otherwise, or used for the purpose of calculating permissible lot yield of the Property or any other property.

20. Enforcement

Grantee shall have the right to enter upon the Property upon reasonable advance notice to Grantor for the purpose of inspecting for compliance with the terms of this Easement. A permanent easement granting access to the protected property by the Grantee for the right of inspection is hereby granted and such right of access shall be included with all future transfers of the property. If Grantee determines that a violation of this Easement has occurred, Grantee shall so notify Grantor, giving Grantor thirty (30) days to cure the violation.

Notwithstanding the foregoing, where Grantee in Grantee's sole discretion determines that an ongoing or threatened violation could irreversibly diminish or impair the conservation values of the Property, Grantee may bring an action to enjoin the violation, *ex parte* if necessary, through temporary or permanent injunction.

In addition to injunctive relief, Grantee shall be entitled to seek the following remedies in the event of a violation:

- (a) money damages, including damages for loss of the conservation values protected by this Easement; and
- (b) restoration of the Property to its condition existing prior to such violation

Said remedies shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity. In any case where a court finds that a violation has occurred, Grantor shall reimburse Grantee for all its expenses incurred in stopping and correcting the violation, including, but not limiting to, reasonable attorneys' fees. The failure of Grantee to discover a violation or to take immediate legal action shall not bar Grantee from doing so at a later time. In any case where a court finds no violation has occurred, each party shall bear its own costs.

21. Transfer of Easement

Grantee shall have, with the permission of the Grantor, the right to transfer this Easement to any public agency or private nonprofit organization that, at the time of transfer, is a "qualified organization" under Section 170(h) of the Code and under the S.C. Conservation Easement, provided the transferee expressly agrees to assume the responsibility imposed on Grantor by this Easement. Grantor shall not unreasonably withhold approval of such a transfer.

22. Transfer of Property

Grantor agrees to incorporate by reference the terms of this Easement in any deed or other legal instrument by which it transfers or divests itself of any interest, including, without limitation, a leasehold interest, in all or a portion of the Property. Grantor shall notify Grantee in writing at least thirty (30) days before conveying the Property, or any part thereof or interest therein, to any third party. Failure of Grantor to do so shall not impair the validity of this Easement or limit its enforceability in any way.

23. Amendment of Easement

This Easement may be amended only with the written consent of Grantor and Grantee. Any such amendment shall be consistent with the Statement of Purpose of this Easement and with Grantee's easement amendment policies, and shall comply with Section 170(h) of the Code or any regulations promulgated in accordance with that section. Any such amendment shall also be consistent with all applicable state statutes or any regulations promulgated pursuant to that law. Any such amendment shall be duly recorded.

24. Extinguishment

If this Easement is extinguished by judicial proceeding, Grantee shall be entitled to a portion of the proceeds from any subsequent sale or other disposition of the Property, calculated in accordance with Paragraph 25 below. Grantee shall use its portion of said proceeds in a manner consistent with the general conservation purposes of this Easement.

25. Proceeds

The donation of this Easement gives rise to a property right, immediately vested in Grantee which, for purposes of calculating proceeds from a sale or other disposition of the Property as contemplated under Paragraph 24 above, shall have a value equal to a percentage (the "Proportionate Share") of the value of the Property unencumbered by this Easement. The Proportionate Share shall be determined by dividing the value of this Easement, calculated as of the date hereof, by the unencumbered value of the Property, also calculated as of the date hereof. The Proportionate Share shall remain constant.

Unless state law provides otherwise, if this Easement is terminated and the Property is subsequently sold, exchanged, or taken in condemnation then, as required by Treas. Reg. Sec. 1.170A-14(g)(6), Grantor shall be entitled to a portion of the proceeds from the sale, exchange or condemnation equal to the Proportionate Share.

All expenses related to the termination of this Easement shall be paid out of any recovered proceeds prior to distribution of the net proceeds as provided above.

26. Interpretation

This Easement shall be interpreted under the laws of the State of South Carolina, resolving any ambiguities and questions of the validity of specific provisions so as to give maximum effect to its conservation purposes.

27. Successors

Every provision of this Easement that applies to Grantor and Grantee shall also apply to their respective agents, heirs, executors, administrators, assigns, and other successors in interest.

28. Severability

Invalidity of any of the covenants, terms or conditions of this Easement, or any part thereof, by court order or judgment shall in no way affect the validity of any of the other provisions hereof which shall remain in full force and effect.

29. Notices

Any notices required by this Easement shall in writing and shall be personally delivered or sent by first class mail, to Grantor and Grantee respectively at the following addresses or such other addresses as the parties may designate by notice:

To Grantor:
Mildred A. Ganus
2400 Chapin Road
Chapin, SC 29036

To Grantee:
Director
Richland County Conservation Commission
P.O. Box 918
Columbia, SC 29201

30. Grantor's Title Warranty

Grantor warrants that it has good and sufficient title to the Property, free from all encumbrances except and hereby promise to defend the same against all claims that any be made against it.

31. Subsequent Liens on Property

No provisions of this Easement should be construed as impairing the ability of Grantor to use this Property as collateral for subsequent borrowing, provided however, that all subsequent liens shall be subservient to the conditions of this easement.

32. Subsequent Encumbrances

The grant of any easements or use restrictions that might diminish or impair the agricultural viability or productivity of the Property or otherwise or impair the conservation values of the Property is prohibited, except with the permission of Grantee.

33. Other Applicable Laws and Regulations

Nothing in this easement, or its acceptance by Grantee, shall impair or imply the failure of, the application of all applicable land use, environmental, public health or other relative regulations, laws or acts duly enacted by Grantee or other governmental bodies.

34. Grantor' Environmental Warranty

Grantor warrants that it has no actual knowledge of release or threatened release of hazardous substances or wastes on the Property, as such substances and wastes are defined by applicable law, and hereby promises to indemnify Grantee against, and hold Grantee harmless from, any and all loss, cost, claim, liability or expense (including reasonable attorney's fees) arising from or with respect to any release of hazardous waste or violation of environmental laws.

34. Perpetuation of Easement

Except as expressly otherwise provided herein, this Easement shall be of perpetual duration, and no merger of title, estate or interest shall be deemed effected by any previous, contemporaneous, or subsequent deed, grant, or assignment of an interest or estate in the Property, or any portion thereof, to Grantee, it being the express intent of the parties that this Easement not be extinguished by, or merged into, any other interest or estate in the Property now or hereafter held by Grantee.

35. Acceptance

As approved by the Richland County Council and the signature of its Chairman affixed hereto, Grantee hereby accepts the rights and responsibilities conveyed by this Easement.

TO HAVE AND TO HOLD this Deed of Conservation Easement unto Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, Grantor and Grantee, intending to be legally bound hereby, have hereunto set their hands on the date first above written.

SIGNITURES ON FOLLOWING PAGES

Witness:

Cathy Rae Troutman

Mildred A. Ganus
Mildred A. Ganus

Jean White

Acknowledgments

County of Richland
State of South Carolina,

mildred A. Ganus

Personally appeared before me _____ on this 30 day of November, 2010, and acknowledged that all material statements of fact in the foregoing Deed of Conservation Easement are true to the best of his/her knowledge and belief, and that the execution of said Deed of Conservation Easement is his/her free act and deed.

Charl J. [Signature]

Notary Public (SEAL)
My commission expires:

08.27.2017

Accepted:

Witness:

Michelle Orley

Richland County Council

By Paul Livingston

Council Chair

Its


Elizabeth A. Mc

County of Richland)
State of South Carolina)

Acknowledgments

County of Richland)
State of South Carolina,

Personally appeared before me Paul Livingston on this 30th day of November, 2010, and acknowledged that all material statements of fact in fact in the foregoing Deed of Conservation Easement are true to the of his/her knowledge and belief, and that the execution of said Deed is his/her free act and deed.

Michelle Orley 
Notary Public (SEAL)

My commission expires: 5-28-13

Richland County Attorney's Office

Elizabeth A. Mc
Approved As To LEGAL Form Only.
No Opinion Rendered As To Content.

EXHIBIT A

Approximately 14 acres listed as Tax Map # TMS01700-10-04 in Richland County, South Carolina more particularly described as Parcel A on a plat by Bostick Land Surveyors, SCPLS 4786 for Mildred A. Ganus, Cathy Rae Troutman and Roger K. Troutman on August 8, 2010 and recorded in the Office of the Richland County Register of Deeds on August 25, 2010 at Book 1627-968.

Book 1632-3036

2010061302 09/20/2010 14:39:04:880

Deed

Fee: \$10.00 County Tax: \$0.00 State Tax: \$0.00



2010061302 Richard W. Rodden

Richland County R.O.D.

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

TITLE TO REAL ESTATE
(No Title Examination)

KNOW ALL MEN BY THESE PRESENTS, That

MILDRED A. GANUS

(hereinafter called "Grantor"), in the State aforesaid, for and in consideration of the sum of FIVE AND 00/100 (\$5.00) dollars and love and affection to the grantor paid at and before the sealing of these presents, by

CATHY RAE TROUTMAN AND ROGER K. TROUTMAN
As Joint Tenants with Right of Survivorship and Not as Tenants in Common

(hereinafter called "Grantees") in the State aforesaid (the receipt of which is hereby acknowledged), has granted, bargained, sold, and released unto the Grantees, their heirs and assigns:

All that certain piece, parcel, or lot of land, situate, lying, being, and fronting on Old Hilton Road in the County of Richland, State of South Carolina and being more particularly shown and delineated as Parcel B-2 on a plat prepared for Mildred A. Ganus, Cathy Rae Troutman, and Roger K. Troutman by Bostick Surveying, Inc. dated August 19, 2010, recorded on August 29, 2010 in Record Book 1627 page 968, Office of the Register of Deeds for Richland County and having such measurements and boundaries as shown on said survey which is incorporated herein by reference.

This is a portion of the property devised to the Grantor herein by Heber L. Meetze which case was probated in the Richland County Probate Court as file number 86-ES-40-254 and evidenced by Description of Real Estate recorded in deed book D-830 at page 940.

TMS# Portion of 01700-10-04

Grantee's Address: 1132 Old Hilton Road
Chapin, S.C. 29036

This conveyance is made subject to existing easements and to covenants, conditions, restrictions, and easements of record, including, but not limited to, any shown on recorded plats.

TOGETHER with all and singular the Rights, Members, Hereditaments, and Appurtenances to the Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the premises before mentioned unto the Grantees, as Joint Tenants with Right of Survivorship and Not as Tenants in Common.

Witness:

Mildred A. Lanus

Roger K. Troutman
Roger K. Troutman

[Signature]

Cathy Rae Troutman
Cathy Rae Troutman

Acknowledgments

County of Richland

State of South Carolina,

Roger K. Troutman + Cathy Rae Troutman

Personally appeared before me _____ on this 30 day of November, 2010, and acknowledged that all material statements of fact in the foregoing Deed of Conservation Easement are true to the best of his/her knowledge and belief, and that the execution of said Deed of Conservation Easement is his/her free act and deed.

[Signature]

Notary Public (SEAL)

My commission expires:

08-27-2017

Witness:

Cathy Rae Troutman

Mildred A. Ganus
Mildred A. Ganus

[Signature]
Acknowledgments

County of Richland
State of South Carolina,

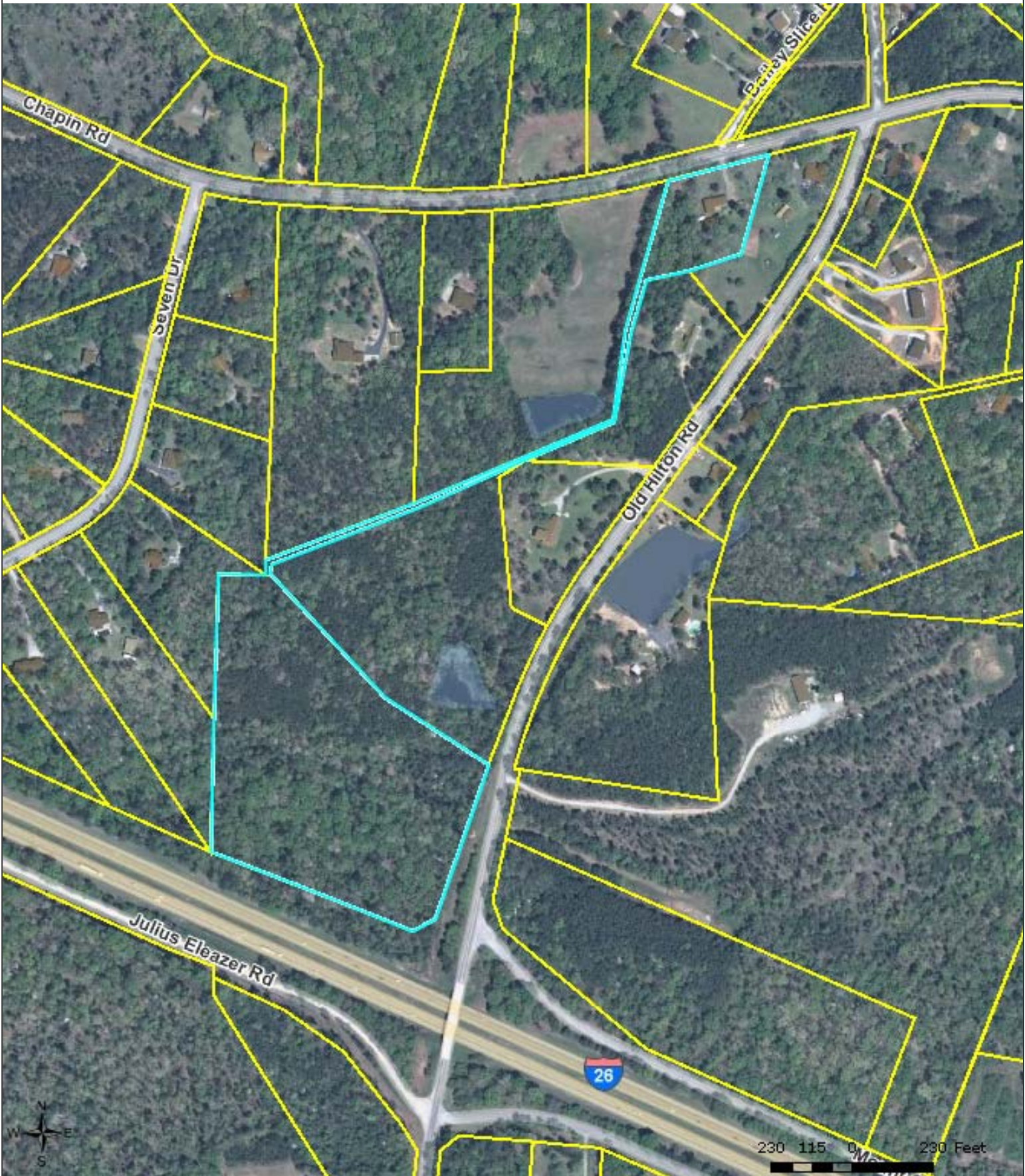
mildred A. Ganus

Personally appeared before me _____ on this 30 day of November, 2010, and acknowledged that all material statements of fact in the foregoing Deed of Conservation Easement are true to the best of his/her knowledge and belief, and that the execution of said Deed of Conservation Easement is his/her free act and deed.

[Signature]
Notary Public (SEAL)
My commission expires:

08.27.2017

Ganus Easement - 2400 Old Hilton Rd Chapin, SC 29036 - R01700-10-04



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