

**RICHLAND COUNTY**  
**SPECIAL CALLED MEETING**  
**AGENDA**



**TUESDAY FEBRUARY 11, 2025**

**6:00 PM**

**COUNCIL CHAMBERS**

# Richland County Council 2024-2025



Derrek Pugh  
District 2  
Vice Chair



Jason Branham  
District 1



Jessica Mackey  
District 9  
Chair



Tish Dozier Alleyne  
District 8



Gretchen D. Barron  
District 7



Tyra Little  
District 3



Chakisse Newton  
District 11



Allison Terracio  
District 5



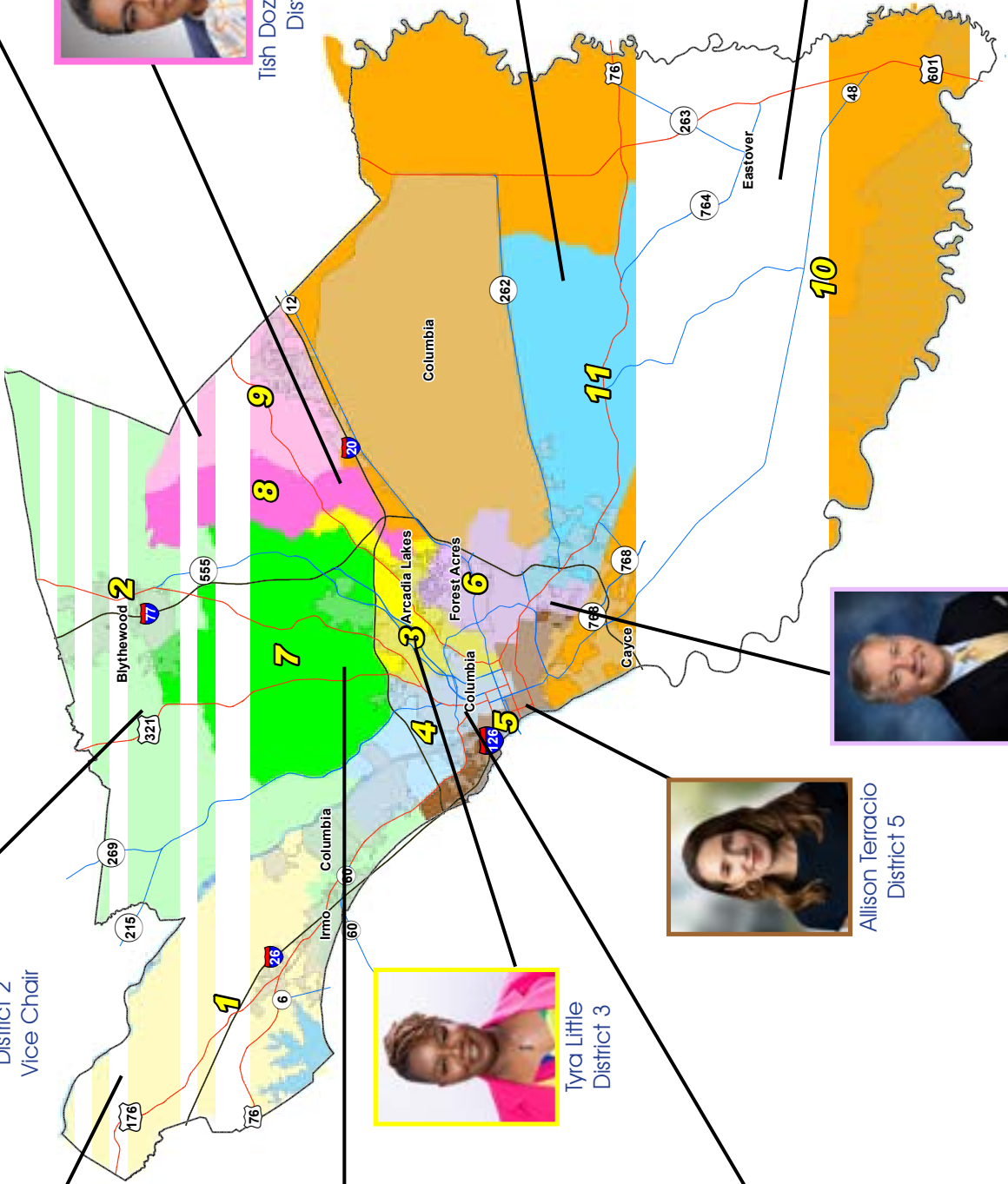
Paul Livingston  
District 4



Cheryl D. English  
District 10



Don Weaver  
District 6





**Richland County  
Special Called Meeting**

**AGENDA**

February 11, 2025 - 6:00 PM  
2020 Hampton Street, Columbia, SC 29204

1. **CALL TO ORDER** The Honorable Jesica Mackey, Chair  
Richland County Council
  - a. ROLL CALL
2. **INVOCATION** The Honorable Jesica Mackey
3. **PLEDGE OF ALLEGIANCE** The Honorable Jesica Mackey
4. **PRESENTATION OF RESOLUTION** The Honorable Jesica Mackey
  - a. Resolution Recognizing the life and legacy of Richland County Chief Deputy County Attorney Elizabeth McLean
  - b. Resolution recognizing the 20th and Grand Finale of the Statewide Black History Parade Festival
5. **APPROVAL OF MINUTES** The Honorable Jesica Mackey
  - a. Regular Session: February 4, 2025 **[PAGES 8-12]**
6. **ADOPTION OF AGENDA** The Honorable Jesica Mackey
7. **REPORT OF ATTORNEY FOR EXECUTIVE SESSION ITEMS** Patrick Wright,  
County Attorney

*After Council returns to open session, council may take action on any item, including any subsection of any section, listed on an executive session agenda or discussed in an executive session during a properly noticed meeting.*

  - a. Project Connect Property Update [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2) & (a)(5)]
  - b. Property Inquiry - Capital Projects: Columbia Place Mall [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2)]

**8. CITIZEN'S INPUT**

The Honorable Jesica Mackey

- a. For Items on the Agenda Not Requiring a Public Hearing

**9. CITIZEN'S INPUT**

The Honorable Jesica Mackey

- a. Must Pertain to Richland County Matters Not on the Agenda (Items for which a public hearing is required or a public hearing has been scheduled cannot be addressed at this time.)

**10. REPORT OF THE COUNTY ADMINISTRATOR**

Leonardo Brown,  
County Administrator

- a. Updates for Consideration:
  - 1. National Association of Counties (NACo): Counties for Housing Solutions (C4HS) [\[PAGES 15-16\]](#)
  - 2. South Carolina Association of Counties 2025 Legislative Policy Positions Now Available [\[PAGE 13\]](#)
  - 3. Comprehensive Plan Update [\[PAGE 17\]](#)
- b. ADMINISTRATOR’S NOMINATION: (Items in this section require action that may prejudice the County’s interest in a discernible way (i.e., time-sensitive, exigent, or of immediate importance)
  - 1. Operational Services - Public Safety Center Water Line Deed Transfer: Richland County Operational Services (OPS) recommends approval of the transfer of deeds of the water lines to the City of Columbia as described in the attached “Deed to Water Lines for Richland County Public Safety Center; Cf#DPO-2023-12-0096.” [\[PAGES 18-39\]](#)

**11. REPORT OF THE CLERK OF COUNCIL**

Anette Kirylo,  
Clerk to Council

- a. District 7 Rezoning Town Hall Meeting, Killian Park, 1424 Marthan Road, Blythewood, February 13, 2025, 6:00 PM-7:30 PM

**12. REPORT OF THE CHAIR**

The Honorable Jesica Mackey

**13. APPROVAL OF CONSENT ITEMS**

The Honorable Jesica Mackey

- a. Case #24-033MA  
John Conroy Lunan  
GC to R3 (0.38 Acres)  
266 Rabon Road  
TMS #R17116-01-99 {District 7} [THIRD READING]  
[\[PAGES 40-41\]](#)
- b. Case #24-035MA  
Robert Christopher Lee  
GC to RT (0.97 Acres)  
511 Ross Road  
TMS #R17107-03-03 {District 7} [THIRD READING]  
[\[PAGES 42-43\]](#)
- c. Case #24-042MA  
Christopher Knight  
AG to HI (52.71 Acres)  
5801 Bluff Road  
TMS #R18600-01-01(p) {District 10} [THIRD READING] [\[PAGES 44-45\]](#)

**14. SECOND READING ITEMS**

The Honorable Jessica Mackey

- a. An ordinance amending the Tourism Development and Accommodations Tax Funds in the FY 2025 Budget Ordinance (No. 018-24HR) of Richland County, South Carolina [\[PAGES 46-51\]](#)
- b. Authorizing the grant of an option to acquire certain real property owned by Richland County, South Carolina to Mark Anthony Brewing, Inc.; authorizing the transfer of such real property on the exercise of the option by Mark Anthony Brewing, Inc., and the satisfaction of certain conditions as set forth in the option agreement; and other matters related thereto [\[PAGES 52-68\]](#)
- c. Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of a public infrastructure credit agreement to provide for public infrastructure credits to Killian Woods Development, LLC; and other related matters [\[PAGES 69-94\]](#)

**15. REPORT OF THE ECONOMIC DEVELOPMENT COMMITTEE**

The Honorable Paul Livingston

- a. A Resolution (1) approving the assignment to 2222, LLC of all the rights, interests, and obligations of 2222 Main, LLC under that certain public infrastructure credit agreement between 2222 Main, LLC and

Richland County, South Carolina, authorizing the County's execution and delivery of an assignment and assumption of such public infrastructure agreement and in connection with such assignment authorizing other matters related thereto [\[PAGES 95-97\]](#)

- b. A Resolution Consenting to and ratifying the assignment by Palisades Properties, Inc., William V. Roberts, and Jane R. Ballard 2017 Irrevocable Trust to Renewa I LLC of certain property tax incentive agreements and other matters related thereto [\[PAGES 98-192\]](#)

**16. REPORT OF THE STRATEGIC PLANNING AD HOC COMMITTEE**

The Honorable Jesica Mackey

- a. Mapping the Future Update [\[PAGES 193-210\]](#)
- b. Hospitality Tax Fund Overview [\[PAGES 211-212\]](#)

**17. OTHER ITEMS**

The Honorable Jesica Mackey

- a. FY25 - District 6 Hospitality Tax Allocations
  - 1. Senior Resources- March for Meals - \$5,000 [\[PAGES 213-214\]](#)
- b. FY25 - District 7 Hospitality Tax Allocations
  - 1. Aja Wilson Foundation - \$10,000 [\[PAGES 215-216\]](#)
- c. FY25 - District 9 Hospitality Tax Allocations
  - 1. Auntie Karen Foundation - \$5,000 [\[PAGES 217-218\]](#)
- d. FY25 - District 11 Hospitality Tax Allocations
  - 1. Richland Library - \$5,000 [\[PAGES 219-220\]](#)

**18. EXECUTIVE SESSION**

*After Council returns to open session, council may take action on any item, including any subsection of any section, listed on an executive session agenda or discussed in an executive session during a properly noticed meeting.*

Patrick Wright,  
County Attorney

**19. MOTION PERIOD**

**20. ADJOURNMENT**

The Honorable Jesica Mackey



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  
Regular Session  
**MINUTES**  
February 4, 2025 – 6:00 PM  
Council Chambers  
2020 Hampton Street, Columbia, SC 29204

COUNCIL MEMBERS PRESENT: Jesica Mackey, Chair; Derrek Pugh, Vice-Chair; Jason Branham, Derrek Pugh, Tyra Little, Paul Livingston, Allison Terracio, Don Weaver, Gretchen Barron, Tish Dozier-Alleyne, Cheryl English, and Chakisse Newton

OTHERS PRESENT: Leonardo Brown, Anette Kirylo, Patrick Wright, Ashiya Myers, Aric Jensen, Kyle Holsclaw, Sandra Haynes, Ashley Fullerton, Michelle Onley, Angela Weathersby, Kenny Bowen, Lori Thomas, Eric Williams, Jennifer Wladischkin, Tamar Black, Michael Maloney, Stacey Hamm, Andy Haworth, Hayden Davis, John Thompson, Maddison Wilkerson, and Jeff Ruble

1. **CALL TO ORDER** – Chairwoman Jesica Mackey called the meeting to order at approximately 6:00 PM.
2. **INVOCATION** – The Honorable Cheryl English led the Invocation.
3. **PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance was led by the Honorable Cheryl English.
4. **PRESENTATION OF RESOLUTION**
  - a. **Resolution Recognizing William H. Peters upon his retirement for his years of exceptional service to Richland County** – Ms. Mackey read the resolution into the record.

Mr. Branham moved to adopt the resolution recognizing Mr. Peters, seconded by Ms. Barron.

In Favor: Branham, Pugh, Little, Livingston, Terracio, Weaver, Barron, Alleyne, Mackey, English, and Newton

The vote in favor was unanimous.

**POINT OF PERSONAL PRIVILEGE** – Mr. Pugh wished Mr. Weaver a Happy Birthday and acknowledged Ms. Mackey's team win at the Strategic Planning Forum.

5. **APPROVAL OF MINUTES**
  - a. **Special Called Meeting: December 10, 2024**
  - b. **Zoning Public Hearing: December 17, 2024**
  - c. **Special Called Meeting: January 2, 2025**

Ms. Newton moved to approve the minutes of the December 10, 2024, Special Called Meeting, December 17, 2024, Zoning Public Hearing, and January 2, 2025, Special Called Meeting, seconded by Ms. Barron.

In Favor: Branham, Pugh, Little, Livingston, Terracio, Weaver, Barron, Alleyne, Mackey, English, and Newton

The vote in favor was unanimous.

6. **ADOPTION OF AGENDA**—County Attorney Patric Wright requested that Item 7(e), "Project Connect Property Update," be deferred until the February 11th meeting and that Pearson v. Richland County Update [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2)] be added in its place.

Mr. Pugh moved to adopt the agenda as amended, seconded by Ms. Barron.



In Favor: Branham, Pugh, Little, Livingston, Terracio, Weaver, Barron, Alleyne, Mackey, English, and Newton

The vote in favor was unanimous.

7. **REPORT OF THE ATTORNEY FOR EXECUTIVE SESSION (Pursuant to SC Code 30-4-70)** – County Attorney Patrick Wright noted the following item was eligible for Executive Session:

- a. Courthouse Security [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2)]
- b. Property Inquiry – NE/S Lyke Ln., TMS # R06400-01-01 [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2)]
- c. Update on Public Private Partnership [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(1)]
- d. Detention Center Update [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2)]
- e. Pearson v. Richland County Update [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2)]

Mr. Pugh moved to go into Executive Session, seconded by Ms. English.

In Favor: Branham, Pugh, Little, Livingston, Terracio, Weaver, Barron, Alleyne, Mackey, English, and Newton

The vote in favor was unanimous.

***Council went into Executive Session at approximately 6:15 PM  
and came out at approximately 6:29 PM***

Ms. Terracio moved to come out of Executive Session, seconded by Ms. Barron.

In Favor: Branham, Pugh, Little, Livingston, Terracio, Weaver, Barron, Alleyne, Mackey, English, and Newton

The vote in favor was unanimous.

Ms. Mackey indicated Council entered into Executive Session to receive legal advice. No action was taken in Executive Session.

Mr. Livingston moved to proceed with the timeline and process as discussed in Executive Session, seconded by Ms. English.

In Favor: Branham, Pugh, Little, Livingston, Terracio, Weaver, Barron, Alleyne, Mackey, English, and Newton

The vote in favor was unanimous.

8. **CITIZENS' INPUT**

- a. For Items on the Agenda Not Requiring a Public Hearing

1. Antwan Harris, 101 Marietta Street NW, Suite 700, Atlanta, GA 30303 – Hurricane Helene Disaster Aid.

9. **CITIZENS' INPUT**

- a. Must Pertain to Richland County Matters Not on the Agenda (Items for which a public hearing is required or a public hearing has been scheduled cannot be addressed at this time)

1. Andy Marquart, 211 Gervais Street, Columbia, SC 29201 – EdVenture Children's Museum
2. Rodrick Shiver, 1722 Main Street, Columbia, SC 29201 – Historic Columbia
3. Suzanne Brooks, 1601 Richland Street, Columbia, SC 29201 – Historic Columbia
4. Helen Taylor Bradley, 1916 Martin Luther King Boulevard, Hopkins, 29061 – St. John Holistic Wellness

10. **REPORT OF THE COUNTY ADMINISTRATOR**

- a. Updates for Consideration

1. *General Updates* – Mr. Leonardo Brown, County Administrator, stated he will provide a more in-depth update on federal grants and their potential impact on the County.
2. *Strategic Planning Forum Recap* – Mr. Brown noted County Council, Administration, and senior staff members attended the annual Strategic Forum, which offers Council and staff the opportunity to review the County's Strategic Plan and encourages collaboration on the upcoming year's efforts to achieve its initiatives. We toured Rock Hill's BMX Supercross Track, Velodrome, and Manchester Meadows during the Strategic Forum. This allowed the attendees a chance to look into its recreational tourism opportunities. Staff concluded the Forum with an overview of the year-in-review of the County's Strategic Plan goals and objectives. He indicated the County will look at a new strategic planning process in the coming year.

3. *Comprehensive Plan Update* – Mr. Brown provided an update on what steps staff has taken to encourage and engage the citizens about the Comprehensive Plan. If there are areas that Council does not feel staff is covering, provide feedback to them.

11. **REPORT OF THE CLERK OF COUNCIL**

- a. District 7 Re-Zoning Meeting, February 6<sup>th</sup>, Doko Manor at 6:00 PM – The Clerk to Council, Anette Kirylo, noted District 7 will be hosting a meeting regarding re-zoning requests on Thursday, February 6<sup>th</sup> at Doko Manor from 6:00 PM to 7:30 PM and encourage the public to attend.

12. **REPORT OF THE CHAIR**

- a. Welcome of New Councilmembers – Ms. Mackey welcomed Councilwomen Tyra Little and Tish Dozier Alleyne. Ms. Mackey recognized the County employees who participated in the “Team Building” exercises at the 2025 Strategic Planning Forum.

13. **APPROVAL OF CONSENT ITEMS**

- a. Case #24-03MA, John Conroy Lunan, GC to R3 (0.38 Acres), 266 Rabon Road, TMS #R17116-01-99 {District 7} [SECOND READING]
- b. Case #24-035MA, Robert Christopher Lee, GC to RT (0.97 Acres), 511 Ross Road, TMS #R17107-03-03 {District 7} [SECOND READING]
- c. Case #24-042MA, Christopher Knight, AG to HI (52.71 Acres), 5801 Bluff Road, TMS #R18600-01-01(p) {District 10} [SECOND READING]
- d. Department of Public Works – Airport – S Pickens Townhome Development Easement

Ms. Terracio moved to approve Items 13(a) – 13(d), seconded by Ms. Barron.

In Favor: Branham, Pugh, Little, Livingston, Terracio, Weaver, Barron, Alleyne, Mackey, English, and Newton

The vote in favor was unanimous.

Ms. Barron moved to reconsider Item 13(d), seconded by Ms. Newton.

Opposed: Branham, Pugh, Little, Livingston, Terracio, Weaver, Barron, Alleyne, Mackey, English, and Newton

The motion for reconsideration failed.

14. **FIRST READING ITEM**

- a. An Ordinance amending the Tourism Development and Accommodations Tax Funds in the FY 2025 Budget Ordinance (No. 018-24HR) of Richland County, South Carolina – Mr. Livingston moved to approve this item, seconded by Mr. Weaver.

Ms. Mackey noted this item is related to the vote taken to utilize up to 15% of the Accommodations Tax funds for downpayment assistance for County employees, teachers, and public safety workers.

In Favor: Branham, Pugh, Little, Livingston, Terracio, Weaver, Barron, Alleyne, Mackey, English, and Newton

The vote in favor was unanimous.

15. **REPORT OF THE DEVELOPMENT AND SERVICES COMMITTEE**

- a. For the purpose of preserving the historical character of the Olympia neighborhood, I move to within 12 months create a neighborhood character overlay in tandem with an update to the neighborhood plan for the Olympia neighborhood. During this time a moratorium on new construction, rezoning, demolition, and substantial rehabilitation (50% or more of lot area, building square footage, change in use) will be in place. [TERRACIO and ENGLISH – October 15, 2024] – Ms. Newton stated the committee recommended amending the motion to replace a moratorium with a pause.

Mr. Wright recommended the word moratorium remain in the motion. He indicated changing the wording to “a pause” does not negate the fact that it will be a moratorium. He noted it would require drafting an ordinance, three readings, and a public hearing.

Ms. Terracio inquired if the moratorium and the overlay would require separate ordinances.

Mr. Wright replied the motion before the body would require an ordinance.

Ms. Terracio asked if staff would begin work on an ordinance once the body takes action on the motion.

Mr. Wright indicated if Council approves the motion, it could go back to the committee for staff to work on an ordinance to bring back to Council. However, Council could vote to take up the ordinance without it going back to the committee.

Ms. English noted the motion does not encompass the entire Olympia area, but the Mill District.

Mr. Branham pointed out that the committee discussed adding language stating that the moratorium would end if an overlay were adopted in less than 12 months. He also indicated he supports the Olympia area having a zoning overlay but could not support a moratorium.

Mr. Wright stated the overlay and moratorium could be addressed in the same ordinance.

Ms. Mackey stated, for clarification, that the committee's recommendation is to clarify the motion's language and then return it to the committee for ordinance language to be drafted.

Mr. Wright responded in the affirmative.

Ms. Terracio expressed that if the overlay and moratorium were taken up together, the moratorium would not be needed. The point of the moratorium was to cease property demolition, building new structures, or substantial renovations while staff worked on the overlay.

Ms. Terracio moved to direct the Administrator to draft a moratorium ordinance and bring it back to Council for review, seconded by Ms. Barron.

In Favor: Pugh, Little, Livingston, Terracio, Weaver, Barron, Alleyne

Opposed: Branham, Mackey, English, and Newton

The vote was in favor.

#### 16. **ADMINISTRATION AND FINANCE COMMITTEE**

- a. Upper Township Magistrate – Magistrate Pay Plan – Ms. Mackey stated the committee recommended deferring this item to the FY25-26 budget process.

In Favor: Branham, Pugh, Little, Livingston, Terracio, Weaver, Barron, Alleyne, Mackey, English, and Newton

The vote in favor was unanimous.

#### 14. **REPORT OF THE ECONOMIC DEVELOPMENT COMMITTEE**

- a. A Resolution (1) approving the assignment to Fresh Express Acquisitions LLC, Fresh Express Incorporated, and Bona Mobilia LLC of all the rights, interests, and obligations of McEntire Produce, Inc. R. C. McEntire, Trucking, Inc. and McEntire Limited Partnership under certain fee agreements between McEntire Produce, Inc. R. C. McEntire Trucking, Inc., McEntire Limited Partnership and Richland County, South Carolina, (2) authorizing the County's execution and delivery of an assignment and assumption of fee agreements in connection with such assignment; and (3) authorizing other matters related thereto – Mr. Livingston stated the committee recommended approval of this item.

In Favor: Branham, Pugh, Little, Livingston, Terracio, Weaver, Barron, Alleyne, Mackey, English, and Newton

The vote in favor was unanimous.

- b. Authorizing the grant of an option to acquire certain real property owned by Richland County, South Carolina to Mark Anthony Brewing, Inc.; authorizing the transfer of such real property on the exercise of the option by Mark Anthony Brewing, Inc. and the satisfaction of certain conditions as set forth in the option agreement; and other matters related thereto [FIRST READING] – Mr. Livingston stated the committee recommended approval of this item.

In Favor: Branham, Pugh, Little, Livingston, Terracio, Weaver, Barron, Alleyne, Mackey, English, and Newton

The vote in favor was unanimous.

- c. Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of a public infrastructure credit agreement to provide for public infrastructure credits to Killian Woods Development, LLC; and other related matters [FIRST READING] – Mr. Livingston stated the committee recommended approval of this item.

In Favor: Pugh, Little, Livingston, Terracio, Weaver, Barron, Alleyne, Mackey, English, and Newton

Opposed: Branham

The vote in favor was unanimous.

18. **OTHER ITEMS**

- a. FY25 District 5 Hospitality Tax Allocations (Ann Brodie's Carolina Ballet - \$5,000 and Richland Library - \$5,000)
- b. FY25 District 11 Hospitality Tax Allocations (LR Sweet Potato Festival - \$15,000)

Mr. Pugh moved to approve Items 18(a) and (b), seconded by Ms. Newton.

In Favor: Branham, Pugh, Little, Livingston, Terracio, Weaver, Barron, Alleyne, Mackey, English, and Newton

The vote in favor was unanimous.

Ms. Barron moved to reconsider Items 18(a) and (b), seconded by Ms. Terracio.

Opposed: Branham, Pugh, Little, Livingston, Terracio, Weaver, Barron, Alleyne, Mackey, English, and Newton

The motion for reconsideration failed.

19. **EXECUTIVE SESSION**

Mr. Pugh moved to go into Executive Session, seconded by Ms. Terracio.

In Favor: Branham, Pugh, Little, Livingston, Terracio, Weaver, Barron, Alleyne, Mackey, English, and Newton

The vote in favor was unanimous.

***Council went into Executive Session at approximately 7:19 PM  
and came out at approximately 8:01 PM***

Mr. Pugh moved to come out of Executive Session, seconded by Ms. Barron.

In Favor: Branham, Pugh, Little, Livingston, Terracio, Weaver, Barron, Alleyne, Mackey, English, and Newton

The vote in favor was unanimous.

Ms. Mackey indicated Council entered into Executive Session to receive legal advice. No action was taken in Executive Session.

- a. Courthouse Security [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2)] – No action was taken.
- b. Property Inquiry – NE/S Lyke Ln., TMS # R06400-01-01 [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2)] – Mr. Branham moved to authorize the Administrator to proceed with negotiations to potentially sale the property, seconded by Ms. Barron.

In Favor: Branham, Pugh, Little, Livingston, Terracio, Weaver, Barron, Alleyne, Mackey, English, and Newton

The vote in favor was unanimous.

Ms. Newton moved to reconsider the item, seconded by Ms. Barron.

Opposed: Branham, Pugh, Little, Livingston, Terracio, Weaver, Barron, Alleyne, Mackey, English, and Newton

The motion for reconsideration failed.

- c. Detention Center Update [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2)] – No action was taken.
- d. Pearson v. Richland County Update [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2)] – No action was taken.

20. **MOTION PERIOD**

- a. I move to direct the County Administrator to research and present the options for Richland County to enact a Hate Crimes Ordinance [LITTLE] – The Chair referred the motion to the Development and Services Committee.

Ms. Terracio requested that her name be added to the motion.

21. **ADJOURNMENT** – Ms. Newton moved to adjourn the meeting, seconded by Ms. Barron.

In Favor: Branham, Pugh, Little, Livingston, Terracio, Weaver, Barron, Alleyne, Mackey, English, and Newton

The vote in favor was unanimous.

The meeting adjourned at approximately 8:04 PM.



## Report of the County Administrator

**SPECIAL CALLED** Tuesday, February 11, 2025

### UPDATES FOR CONSIDERATION:

#### GENERAL UPDATES

#### NATIONAL ASSOCIATION OF COUNTIES (NACo): COUNTIES FOR HOUSING SOLUTIONS (C4HS)

NACo has opened applications for Counties for Housing Solutions (C4HS). The (C4HS) program offers free three-month technical assistance sprints to address the housing affordability challenge by helping counties increase local housing supply. In partnership with Smart Growth America, these sprints are designed to be high-intensity and implementation-focused and will draw upon recommendations made by NACo's 2023 Housing Task Force.

C4HS participants will include teams from six counties, parishes or boroughs with populations over 200,000. Teams should consist of three to five individuals, including a designated team lead who must be an elected, appointed or career county official. Additional team members may be county employees, subject matter experts or community members who will help implement policy change.

The application is available online and is due on **Friday, February 28**.

#### SOUTH CAROLINA ASSOCIATION OF COUNTIES 2025 LEGISLATIVE POLICY POSITIONS NOW AVAILABLE

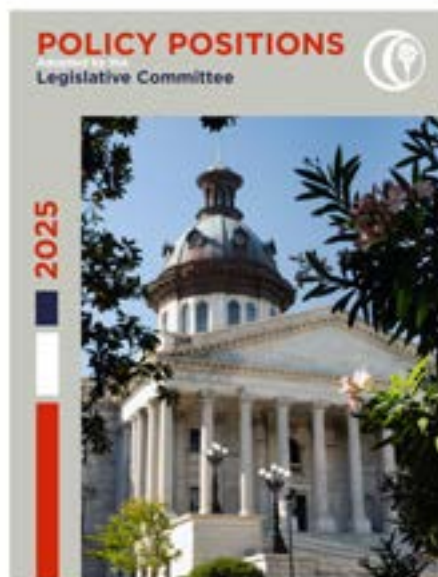
## Legislative Policy Positions Available Online

SCAC's 2025 Legislative Policy Positions publication is now available [online](#).

The report reflects positions of the Association on issues identified by members and adopted by the Legislative Committee. The policy positions fall into 1 of 4 categories:

- County Government and Intergovernmental Relations
- Land Use, Natural Resources and Transportation
- Public Safety, Corrections and Judicial
- Revenue, Finance and Economic Development

[Check out our brief overview of some of the key anticipated issues this session.](#)



**ADMINISTRATOR'S NOMINATION:**

*Items in this section require action that may prejudice the County's interest in a discernable way (i.e. time sensitive, exigent, or of immediate importance)*

OPERATIONAL SERVICES - PUBLIC SAFETY CENTER WATER LINE DEED TRANSFER: Richland County Operational Services (OPS) recommends approval of the transfer of deeds of the water lines to the City of Columbia as described in the attached "Deed to Water Lines for Richland County Public Safety Center; Cf#DPO-2023-12-0096."

**ATTACHMENTS:**

1. NACo Counties for Housing Solutions Program Announcement
2. Project Status Update: Comprehensive Plan Update
3. Agenda Briefing: Operational Services - Public Safety Center Water Line Deed Transfer

# Counties for Housing Solutions

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[naco.org/program/counties-housing-solutions](https://naco.org/program/counties-housing-solutions)



## Author

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### Patrick Spence

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Program Manager, Economic Mobility

Housing is a key component of economic mobility, yet continues to be a challenge for many residents. NACo's Counties for Housing Solutions (C4HS) program offers free three-month technical assistance sprints to address this challenge by helping counties increase local housing supply. In partnership with Smart Growth America, these sprints are designed to be high-intensity and implementation-focused and will draw upon recommendations made by NACo's [2023 Housing Task Force](#).

**NACo has opened applications for its second Counties for Housing Solutions sprint, which will run from April 1 until June 17, 2025. NACo will select six teams from counties with populations above 200,000 to form this sprint cohort. Applications are due Friday, February 28 at 11:59 p.m. ET.**

Selected county teams will work through a step-by-step plan to:

- Identify available land
- Evaluate site selection
- Plan community engagement activities
- Partner with potential developers, and
- Identify financing for affordable housing development on underdeveloped land.

### **Applications due February 28**

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All interested counties with populations above 200,000 are encouraged to submit a complete application to join the upcoming Counties for Housing Solutions cohort. If you have questions about the application, please [register here](#) to attend an information session on Thursday, January 23, 3:00-4:00 p.m. ET.

## About Counties for Housing Solutions

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**From September-November 2024, NACo supported six counties' efforts to develop underutilized, county-owned land as affordable housing.**

Counties participating in the first sprint include:

- Guilford County, N.C.
- Harris County, Texas
- Hidalgo County, Texas
- Jackson County, Mo.
- Salt Lake County, Utah
- Shelby County, Tenn.

Future sprints in late 2025 will help additional counties benefit from the recommendations of the [Housing Task Force](#).

Counties for Housing Solutions is part of [Counties for Economic Mobility](#), a National Association of Counties initiative for county leaders to advance equitable upward economic mobility to move individuals and families out of poverty. Counties for Economic Mobility supports a range of activities to drive data-driven and community-informed policymaking in county government.





**Project Update**

<b>Prepared by:</b>	Synithia Williams	<b>Title:</b>	Director
<b>Department:</b>	Community Planning & Development	<b>Division:</b>	
<b>Date Prepared:</b>	January 21, 2025	<b>Meeting Date:</b>	February 11, 2025
<b>Approved for Consideration:</b>	Assistant County Administrator	Aric A Jensen, AICP	
<b>Committee/Meeting:</b>	Regular Session		
<b>Council Initiative/Project:</b>	Comprehensive Plan Update		

**EXECUTIVE SUMMARY (NARRATIVE STATUS):**

The Comprehensive Planning Team held the first Public Forum on December 16, 2024 at Richland Library. Following the public forum were several other meetings, to include a presentation at the Columbia REAL Professionals Network, a meeting with the Richland County Recreation Commission, attendance at the Live Healthy Richland Meeting, and two additional public drop-ins on January 7, 2025 at Parklane Adult Activity Center and January 13, 2025 at the Garners Ferry Adult Activity Center. The team promoted the Comprehensive Plan website and survey at each meeting. The City of Columbia’s Planning Department, Richland County Recreation Commission, and Lexington Medical Center have shared the survey with their respective networks. As of the drafting of this update, staff has received over 350 survey responses.

Common themes expressed in the public feedback include a desire for community and recreational spaces, accessibility and connectivity with transportation, a focus on a diversity of housing that is affordable, protection of the environment and sustainable development practices, a desire for improvements to the local economy with more amenities, and a focus on safety and an improved quality of life.

The Advisory Committee met on January 27, 2025 where they discussed the results of the community engagement process and envisioned draft guiding principles.

**KEY ACCOMPLISHMENTS/MILESTONES:**

The team hosted a public forum, two additional public meetings, and presented the comprehensive plan information at multiple smaller group meetings. The Advisory Committee met on January 27, 2025.

**CRITICAL ISSUES:**

The original scope of services included three public forums. Community Planning and Development staff will conduct additional meetings around each upcoming public forum. Staff adjusted the schedule to accommodate these additional meetings. The anticipated completion date for the Comprehensive Plan remains the fourth quarter of 2025.

**PENDING ACTIONS/DELIVERABLES AND ANTICIPATED COMPLETION DATES:**

The second phase of the Comprehensive Plan (Development) has begun. In Phase 2, the team will present land use and conservation scenarios, subarea concepts, host a public forum and additional public meetings.



**Agenda Briefing**

<b>Prepared by:</b>	Eric Williams	<b>Title:</b>	Deputy Director
<b>Department:</b>	Operational Services	<b>Division:</b>	Administration
<b>Date Prepared:</b>	January 29, 2025	<b>Meeting Date:</b>	February 25, 2025
<b>Legal Review</b>	Tish Gonzales via email	<b>Date:</b>	January 29, 2025
<b>Budget Review</b>	Maddison Wilkerson via email	<b>Date:</b>	January 29, 2025
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	January 29, 2025
<b>Approved for consideration:</b>	Assistant County Administrator	Lori J. Thomas, MBA, CGFO	
<b>Meeting/Committee</b>	Development & Services		
<b>Subject</b>	Deed Ordinance Water Line		

**RECOMMENDED/REQUESTED ACTION:**

Richland County Operational Services (OPS) recommends approval of the transfer of deeds of the water lines to the City of Columbia as described in the attached “Deed to Water Lines for Richland County Public Safety Center; Cf#DPO-2023-12-0096.”

Request for Council Reconsideration:  Yes

**FIDUCIARY:**

Are funds allocated in the department’s current fiscal year budget?	<input type="checkbox"/>	Yes	<input checked="" 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:**

There is no anticipated budgetary impact.

**OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:**

Not applicable

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

There are no legal concerns regarding this matter.

**REGULATORY COMPLIANCE:**

The Unified Development Ordinance of the City of Columbia, Article 6, Section (f) 6-8: Easements

**MOTION OF ORIGIN:**

There is no associated Council motion of origin.

#### STRATEGIC & GENERATIVE DISCUSSION:

The referenced water lines are for the Richland County Public Safety Center, located at Columbia Mall on Two Notch Road being developed by Richland County (County). The Unified Development Ordinance of the City of Columbia, Article 6: Land Development, Section (f) 6-8: Easements, outlines the requirements for easements for City of Columbia utilities shall be dedicated exclusively to the City of Columbia.

The City of Columbia Utility Review Manager Scott Rogers issued an approval letter for the proposed water line services construction and sewer connection plans for Richland County Public Safety Complex. The City of Columbia requires Richland County to complete the transfer of the deeds for the proposed water lines prior to acceptance to allow water to the proposed Richland County Public Safety Center.

#### ASSOCIATED STRATEGIC GOAL, OBJECTIVE, AND INITIATIVE:

**Goal:** Foster Good Governance

*Objective:* Collaborate with other governments.

#### ATTACHMENTS:

1. City of Columbia Utility Review Manager Scott Rogers Letter
2. The Unified Development Ordinance of the City of Columbia (Portion)
3. The Richland County Public Safety Center C-3.1 Drainage and Utility Plan
4. Deed Ordinance for Richland County Public Safety Center Water Lines
5. Deeds Transfer Document



Engineering Division  
PO Box 147 | Columbia, SC 29217 | (803) 545-3400

January 23, 2024

Re: Proposed Water Service Construction and Sewer Connection Plans for Richland County Public Safety Complex; TMS# 17001-04-42 (Outside City Limits); Proposed Additional Sewer Flow: 0 GPD; Plans Dated January 8, 2024; DPO-2023-12-0096

Richland County – Public Safety Complex  
2020 Hampton St  
Columbia, SC 29204  
Attn: Lori J. Thomas

Dear Mrs. Thomas,

The referenced plans received January 17, 2024 have been examined and are approved with the following exceptions and provisions:

**Note: This is not a grading/building permit, please consult with the Development Center for steps required to obtain these permits (803-545-3483).**

1. This approval letter indicates that the overall construction plans are in general compliance with the City's Engineering Regulations; however, the project engineer is fully responsible to ensure that all project drawings, specifications, work and materials for this development are in full compliance with all applicable City Engineering Regulations, City and County Regulations, Ordinances and SCDOT roadway specifications. The City shall not be held accountable for errors, omissions, misinformation, data not shown, details that are not shown, and improvements that are not labeled on the drawings that have been submitted for review and approval.
2. **Please refer to Engineering Regulations Part 1, Section 1.6 Approved Plans Construction Requirements for mandatory additional requirements concerning this project.**
3. Static pressure will exceed 75 psi at elevations below pipe elevation 332 feet mean sea level. The developer shall be responsible for providing pressure-reducing devices to protect building plumbing systems.
4. All water mains below 332 MSL pipe elevation must be ductile iron



pipe.

5. The City of Columbia reserves the right to request additional easements as needed for access, ingress, egress, operation, maintenance and repair of the utilities to be conveyed to this City of Columbia for this project.
6. All costs of any installation and/or materials for installation of 4" and larger water main connection/tap and/or fire hydrant installation/relocation shall be the responsibility of the applicant. The cost shall include but not be limited to connection to the main, cutting and repairing pavement, and restoration required to install the connection/tap. If applicable, all 4" and larger water meters shall be purchased from the City of Columbia Utilities and Engineering Department (803-545-3400). Installation of tap and/or meters shall be by a City approved contractor hired by the owner at the owner's expense. A list of approved contractors shall be provided by the Utilities and Engineering Department. Installation of this service and/or connection, must be coordinated with the City of Columbia Utility inspector and approved prior to operation.
7. **Prior to any construction, the attached "Agreement to Comply" statement shall be signed and returned to the City.**
8. **The Owner/Developer is responsible for verifying the location of all existing utilities prior to construction.**
9. Construction plan approval is valid for only three (3) years. In the event improvements have not been completed within that time, plans must be submitted for approval and shall be subject to ordinances and regulations in effect on that date.

**Special Conditions:**

None

Should you require additional information, please feel free to contact Scott Rogers at (803) 545-3290.

Yours very truly,  
Scott Rogers



Utility Review Manager

cc: Robert Bruce Todd, PE, ADC Engineering Inc.





Department/Division Name  
PO Box 147 | Columbia, SC 29217 | (803) 545-3300

January 23, 2024

Re: Proposed Water Service Construction and Sewer Connection Plans for Richland County Public Safety Complex; TMS# 17001-04-42 (Outside City Limits); Proposed Additional Sewer Flow: 0 GPD; Plans Dated January 8, 2024; DPO-2023-12-0096

Richland County – Public Safety Complex  
2020 Hampton St  
Columbia, SC 29204  
Attn: Lori J. Thomas

Dear Mrs. Thomas,

The original of this signed statement must be returned to the City, prior to any construction activity for the project. Please retain a copy for your records.

**I HAVE READ THIS APPROVAL LETTER AND I AGREE TO COMPLY WITH THE REQUIREMENTS, TERMS AND CONDITIONS CONTAINED THEREIN.**

\_\_\_\_\_  
Print Owner/Developer Name

\_\_\_\_\_  
Signature of Owner/Developer

\_\_\_\_\_  
Date

Please return to:

City of Columbia  
Engineering Department  
Attn: Utilities Project Coordinator  
P.O. Box 147  
Columbia, SC 29217

Should you require additional information, please feel free to contact the Engineering at (803) 545-3400 and ask for a Utilities Project Coordinator or use their email inbox at [EngProjects@columbiasc.gov](mailto:EngProjects@columbiasc.gov).





The Unified Development  
Ordinance of the City of  
Columbia, South Carolina

**Adopted  
August 20, 2019**

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## ARTICLE 6: LAND DEVELOPMENT (SUBDIVISION) STANDARDS

### Sec. 17-6.1 General Applicability

#### (a) General

Any subdivision, defined as any activity that is required to receive subdivision approval in accordance with Sec. 17-2.5(j), Subdivision, shall comply with the standards and requirements in this Article.

#### (b) Variance

Any variance from the standards in this Article shall be in accordance with Sec. 17-2.5(t), Variance – Land Development (Subdivision).

### Sec. 17-6.2 Minimum Design Standards

#### (a) General

##### (1) Comply with Development Standards

A subdivision shall comply with all applicable standards in Article 5: Development Standards, including Sec. 17-5.1, Access, Mobility, and Circulation, Sec. 17-5.3(h), Site Tree Density, Sec. 17-5.4, Tree Protection, and Sec. 17-5.5, Open Space.

##### (2) Comply with City Regulations Manual

Improvements in a subdivision, including water distribution systems, sanitary sewers, storm sewers, roadways, and sidewalks shall comply with the specifications in the City of Columbia Utilities and Engineering Regulations Manual.

#### (b) Access, Mobility, and Circulation

The standards in this subsection shall apply to all development that is subject to this Article in addition to the standards in Sec. 17-5.1, Access, Mobility, and Circulation.

##### (1) Access and Relation to Existing and Proposed Transportation Facilities

###### a. Extension of Existing Streets

The arrangement of streets in a subdivision shall provide for the alignment and continuation or extension of existing streets in adjoining areas, provided streets within the subdivision shall comply with the minimum width requirements and other standards in this Section.

###### b. Expansion of Existing Streets

1. Where an existing platted street is located within a proposed subdivision or abuts the subdivision on both sides of the street, if the street does not conform to the minimum right-of-way requirements in this Section, additional width along one or both sides of the street or

**Article 6: Land Development (Subdivision) Standards**

Sec. 17-6.2. Minimum Design Standards

(b) Access, Mobility, and Circulation

---

road shall be dedicated so that the minimum right-of-way required by this Section is established.

2. Where an existing platted street abuts a proposed subdivision on only one side of the street, if the street does not conform to the minimum right-of-way requirements in this Section, additional width along the street within the subdivision shall be dedicated so that a minimum of 50 percent of the right-of-way required by this Section, measured from the centerline of the existing right-of-way, is established.
3. Due consideration for proper street alignment shall be given in determining the location of additional width provided in accordance with 1 or 2 above.

**c. Relation to Railroad Rights-of-Way**

When a subdivision adjoins railroad right-of-way, the street pattern shall be arranged to provide for future grade separation of street and railroad crossings at appropriate locations.

**d. Arterial Streets Shown on Adopted Transportation Plan**

If any part of an arterial street shown on the major thoroughfare plan adopted by the City Council is located in a proposed subdivision, a right-of-way for the arterial street shall be platted in the location and to the width specified in the plan.

**e. Access to Bicycle Facilities Identified in Master Plan**

A proposed subdivision that is located within 1,000 feet of an existing or proposed bikeway, cycle track, buffered bike lane, sidepath, or greenway identified in the City's Pedestrian and Bicycle Master Plan shall include bike lanes, bike paths, or other bicycle facilities providing access by bicycle within the subdivision to the location within the subdivision that the Land Development Administrator determines offers the most convenient access to the bikeway, cycle track, buffered bike lane, sidepath, or greenway.

**(2) Street Access to Unsubdivided Property**

- a. Where it is deemed necessary to the development of a logical street pattern and transportation network, streets and rights-of-way shall be extended to the boundary of adjoining property. Incompatible characteristics of adjoining property shall be given due consideration in making a determination of what shall constitute a logical street pattern.
- b. Reserve strips adjoining street rights-of-way for the purpose of preventing access to adjacent property are prohibited.

**(3) Internal Circulation and Connectivity**

**a. Streets**

**1. Intersections**

- (i) The centerlines of not more than two streets shall intersect at any one point.
- (ii) Streets shall be laid out to intersect at right angles, to the extent feasible, and no street shall intersect any other street at an angle of less than 60 degrees. The angle of intersection shall be measured at the intersection of street centerlines.
- (iii) Where curved streets intersect, the minor street shall have a minimum tangent of 100 feet at the intersection.
- (iv) Street intersections shall be spaced a minimum of 125 feet apart on minor or local residential streets, and a minimum of 200 feet apart on all other streets. The distance between street intersections shall be measured along the street center line between the intersecting street centerlines.

**2. Traffic Calming Features**

Within a residential subdivision, any linear segment of a street other than an arterial street or a collector street that is more than 800 feet long, shall, to the maximum extent practicable, include features to interrupt direct vehicle flow, including, but not limited to, any of the following:

- (i) Stop signs at street intersections;
- (ii) Mini-roundabouts at intersections;
- (iii) Curvilinear street segments to slow traffic and interrupt monotonous streetscapes;
- (iv) Traffic-diverting physical devices such as neckdowns, chicanes, and diverter islands;
- (v) Roadway striping to limit vehicular cartway widths or accommodate bike lanes; and
- (vi) Speed tables, raised intersections or elevated pedestrian street crossings, if approved by the Fire Marshal.

**b. Sidewalks Required**

- 1. Sidewalks that comply with the Specifications for Roadway Design are required:
  - (i) Within a proposed subdivision on one side of all streets in the LI and HI districts and on both sides of all streets in all other districts:  
and

**Article 6: Land Development (Subdivision) Standards**

**Sec. 17-6.2. Minimum Design Standards**

**(c) Additional Street Standards**

(ii) Along the entire frontage of a proposed subdivision with an existing street (unless an existing sidewalk that complies with the Specifications for Roadway Design is already in place).

2. Sidewalks within a proposed subdivision in the LI and HI districts shall have a minimum width of eight feet.
3. Where a proposed subdivision fronts an existing street with insufficient right-of-way width to accommodate installation of a required sidewalk along the frontage, the developer shall install a sidewalk on the development site within a dedicated widening of the right-of-way or dedicated public easement running parallel and adjacent to the public street.
4. The Land Development Administrator may waive or modify the requirement for sidewalks on determining that such sidewalks are impractical or infeasible due to the presence of topographic conditions or natural features, such as steep grades that do not allow connections to be made without stairs.

**c. Bicycle Facilities**

In the DAC, NAC, CAC, and RAC districts, either a site plan or subdivision plan, whichever is reviewed first, shall include bike lanes, bike paths, or other bicycle facilities in accordance with the Walk Bike Columbia plan sufficient to allow safe and efficient bicycle access and circulation within the subdivision.

**(c) Additional Street Standards**

**(1) Right-of-Way and Pavement Width**

The minimum right-of-way and pavement width for a street are shown in Table 17-6.2(c)(1): Minimum Right-of-Way and Pavement Widths, based on the classification of the street.

TABLE 17-6.2(C)(1): MINIMUM RIGHT-OF-WAY AND PAVEMENT WIDTHS		
STREET CLASSIFICATION	MINIMUM RIGHT-OF-WAY WIDTH (IN FEET) [1]	MINIMUM PAVEMENT WIDTH (IN FEET) [1]
Minor residential	50	28 [3]
Local residential	50	27 [2]
Collector	60	36 [3]
Industrial or commercial service	80	36 [2]
Arterial	100	52 [3]

NOTES:  
[1] Minimum pavement widths and right-of-way may be reduced by the Planning Commission in individual cases upon written approval of the City Engineer.  
[1] Measured from low point to low point of curb.  
[2] Measured from face to face of curb.

**(2) Street Grades**

Street grades shall comply with the Specifications for Roadway Design.

**(3) Curves**

**a. Horizontal and Vertical Curves**

Horizontal curves and vertical curves shall comply with the Specifications for Roadway Design.

**b. Reverse Curves**

A tangent of at least 150 feet on collector streets shall be provided between reverse curves, to the extent practical. On major arterials, tangent distances shall comply with the standards established by the State Department of Highways and Public Transportation.

**(4) Split Level Streets**

Streets which are constructed so as to have two trafficways, each at a different level within the same right-of-way, shall have a paved traffic surface of at least 20 feet on each level and a slope between the two trafficways of six to one or flatter.

**(5) Half Streets**

Half streets of less than two lanes are prohibited. Whenever a street within a proposed subdivision abuts the subdivision tract boundary, the entire street right-of-way shall be platted within the proposed subdivision.

**(6) Culs-de-sac**

**a. Minimum Turnaround Diameter**

A cul-de-sac shall terminate in a circular turnaround having a minimum right-of-way of at least 100 feet in diameter and a paved turnaround with a minimum outside diameter of 80 feet, or other approved type of turnaround, including T's, Y's or landscaped islands.

**b. Maximum Length**

A cul-de-sac shall not be more than 1,000 feet long as measured from the center of the cul-de-sac turn around to intersection of the centerline of the nearest intersecting street and the cul-de-sac centerline.

**(7) Temporary Dead End Streets**

**a.** Temporary dead-end streets which extend for a greater distance than the depth of one abutting lot shall be provided with a temporary turnaround having a roadway surface diameter of 80 feet, or other approved type of turnaround.

**b.** At all locations where streets terminate with no street connection, but a future connection is planned or accommodated, a sign shall be installed at

the location with the words "FUTURE ROAD CONNECTION" to inform property owners.

**(8) Street Names**

The naming of streets is subject to approval by the Planning Commission and shall comply with E911 standards.

**(9) Street Trees**

a. Unless prohibited in accordance with b below, street trees that comply with the following standards are required:

1. At least one street tree shall be planted for every 40 linear feet measured along proposed lot frontages, excluding where driveways are located.
2. Street trees shall comply with Sec. 17-5.3(c), General Landscaping Standards, except as otherwise provided in this Subsection.
3. Street trees shall be planted in a planting strip that is at least five feet wide located between the street and any required sidewalk.
4. Maintenance of street trees shall be by a homeowners' association or comparable legal entity.
5. Where unusual site conditions, such as may be caused by streams, natural rock formations, topography, lot configuration, or utility easements, make it impossible for a proposed subdivision to comply with the street tree requirements in this Subsection, the proposed subdivision may be approved if it complies with the requirements in this Subsection to the extent practicable and all unmet requirements are compensated for through payment to the Columbia Landscaping and Tree Fund of 125 percent of the estimated cost of plant materials and installation. Estimates used to calculate the cost of plant materials and installation must be made not more than 90 days prior to the submission of the subdivision application.

b. The planting of street trees within a right-of-way of less than 60 feet is prohibited unless it can be conclusively shown that there will be no future conflict with vehicles or with utility lines, either above or below the ground surface.

**(d) Blocks**

Each block in a subdivision shall comply with the standards in this subsection.

**(1) Residential Subdivisions**

- a. The length of a block in a residential subdivision shall not exceed 1,100 feet or be less than 600 feet.
- b. The width of a block in a residential subdivision shall be sufficient to permit two rows of lots.

**(5) Lots Divided by City or County Boundary**

Lots shall not be divided by City or county boundary lines, to the extent practicable.

**(f) Easements**

**(1) Utility Easements**

a. Easements for public utilities that are located outside of street rights-of-way shall be:

1. Centered on rear or side lot lines, to the maximum extent practicable;
2. If the public utility line is aboveground, located along rear property lines to the extent practicable; and
3. A minimum of 12 feet wide if located on rear lot lines or a minimum of ten feet wide if located on side lot lines.

b. Easements for City-owned utilities shall be dedicated exclusively to the City.

**(2) Watercourse and Drainage Easements**

If a proposed subdivision is traversed by a watercourse, drainageway or stream, the subdivider shall provide easements to accommodate stormwater and drainage through and from the proposed subdivision. The easements shall:

- a. Be configured to conform substantially with the lines of the watercourse;
- b. If public, have a minimum width of 12 feet; and
- c. Comply with Chapter 21, Article II, Stormwater Quantity and Quality Control, of the Code of Ordinances.

**(g) Natural Gas Lines**

Natural gas lines that are located in a street right-of-way shall be located outside the portion of the street to be surfaced, to the extent practicable.

**(h) Water Lines**

(1) All water mains shall be installed in private easements dedicated exclusively to the City or in street rights-of-way.

(2) If water mains are installed in street rights-of-way, easements for the water mains shall be dedicated prior to filing of the subdivision final plat.

(3) When required, a connection shall be stubbed out to the property line or easement line to serve all abutting lots at the time of installation of water mains.

**(i) Sanitary Sewers**

(1) All sanitary sewer mains shall be installed in private easements dedicated exclusively to the City or in street rights-of-way.

**(2) Nonresidential Subdivisions**

The length and width of a block in a subdivision other than a residential subdivision shall be designed and laid out to allow adequate provision of off-street parking and service access.

**(e) Lots**

Each lot in a subdivision shall comply with the standards in this subsection.

**(1) Minimum Lot Dimensions and Area**

**a. General**

Unless otherwise provided in subsections b, c, or d below, the dimensions and area of a lot shall comply with Article 3: Zoning Districts.

**b. Corner Lots**

Corner lots shall be of sufficient size so that a structure could be constructed and still maintain minimum yard requirements specified in Article 3: Zoning Districts.

**c. Cluster Housing Developments**

Lots within a cluster housing development (see Sec. 17-6.4, Cluster Housing Development) are not subject to minimum lot area, minimum lot width, minimum lot depth, or maximum lot coverage requirements established in Article 3: Zoning Districts.

**d. Cottage Neighborhood Development**

Lots within a cottage neighborhood development shall comply with the dimensional standards in Sec. 17-4.2(c)(1)a.1, Cottage Neighborhood Development.

**(2) Street Access**

Except where otherwise allowed in accordance with Sec. 17-4.2(c)(1)a.1, Cottage Neighborhood Development, a lot shall front on or abut a street that complies with the standards in this Article and the Specifications for Roadway Design, provided, a lot in a residential subdivision shall not have direct access to an arterial street, collector street, or industrial or commercial service street, to the maximum extent practicable.

**(3) Lot Lines**

Side lot lines shall be at right angles to straight street centerlines and radial to curved street centerlines, to the extent practical.

**a.** Lot line adjustments that straighten lot lines shall be encouraged.

**b.** Lot line adjustments that cause lots to be more rectangular in shape shall be encouraged.

**(4) Double Frontage Lots**

Lots, other than corner lots, having frontage on two streets are prohibited.



- (2) If sanitary sewer mains are installed in street rights-of-way, easements for the sanitary sewer mains shall be dedicated prior to filing of the subdivision final plat.
- (3) The developer shall obtain the appropriate permit to construct the sewer system from the Health Department.
- (4) When required, a connection shall be stubbed out to the property line or easement line to serve all abutting lots at the time of installation of sewer mains.

**(j) Community Sewage Disposal Systems**

- (1) Construction of any community sewage disposal system, such as an oxidation pond or other facility, shall not occur prior to approval of the location, size, plans, and specifications of the facility by the City Engineer.
- (2) A wastewater treatment facility shall comply with the approved sewer plan for the area.
- (3) All wastewater treatment systems must receive a permit to construct from the Health Department.

**(k) Stormwater Drainage Systems**

The subdivider shall provide an adequate drainage system based on acceptable stormwater management principles, including necessary open swales and waterways, pipes, culverts, storm sewers, intersectional drains, drop inlets, bridges, and other necessary appurtenances, and shall be installed by the subdivider according to plans in accordance with the City storm drainage ordinance (Chapter 21, Article II) and approved by the City Engineer.

**(l) Open Space Set-Asides**

A subdivision shall provide open space set-asides in accordance with Sec. 17-5.5, Open Space. A subdivision submitted as a cottage neighborhood development shall comply with the open space standards in Sec. 17-4.2(c)(1)a.1(v), Common Open Space.

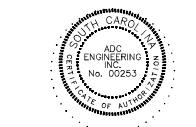




**RICHLAND CO. PUBLIC SAFETY COMPLEX CD PROGRESS SET**



**LS3P**  
 701-A LADY STREET  
 COLUMBIA, SOUTH CAROLINA 29201  
 TEL. 803.765.2418 FAX 803.765.2419  
 WWW.LS3P.COM



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REVISIONS:

No.	Description	Date
1	Addendum 3	05/25/2023
2	Rev-03 (see REVISIONS PER QTY)	07/10/2024
3	Rev-04 Updates	2/8/2024

PROJECT: 2702-209410  
 DATE: 2/8/2024

**DRAINAGE AND UTILITY PLAN**  
**C-3.1**

**LEGEND**

NEW	EXISTING	DESCRIPTION
—	—	FENCE
—	—	FIRE HYDRANT
—	—	STORM DRAIN
—	—	LIGHT POLE
—	—	WATER VALVE
—	—	WATERLINE
—	—	SANITARY SEWER LINE
—	—	HYDRANT
①	N/A	KEY NOTE REFERENCE

**GENERAL NOTES**

- SEE DRAWING C1.1 FOR ADDITIONAL GENERAL NOTES.
- COMPLY WITH ALL CONSTRUCTION SAFEGUARD REQUIREMENTS OF CURRENT OSHA STANDARDS, IBC 2018, CHAPTER 33, LOCAL AHA, AND SC 05 FOR THE ENTIRE DURATION OF THE PROJECT.

- KEY NOTES**
- PIT FOR DOMESTIC METER (6") PIT PROVIDED AND INSTALLED BY CONTRACTOR. METER AND VALVING PROVIDED BY THE CITY OF COLUMBIA AND INSTALLED BY CITY APPROVED PLUMBING CONTRACTOR. (OWNER PAYS CITY OF COLUMBIA FOR METER, CITY OF COLUMBIA THEN PROVIDES METER TO CONTRACTOR; METER THEN INSTALLED BY CITY OF COLUMBIA APPROVED PLUMBING CONTRACTOR). PIT IS TO BE MASONRY VAULT WITH 3" FLOOR PLATE STEEL ON NON-SKID SURFACE PAINTED BLACK WITH 24"x24" INSPECTOR LID WITH RECESSED HANDLE. THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS ON PIT TO ENGINEER PRIOR TO CONSTRUCTION.
  - PIT FOR FIRE METER (8") PIT PROVIDED AND INSTALLED BY CONTRACTOR. METER AND VALVING PROVIDED BY THE CITY OF COLUMBIA AND INSTALLED BY CITY APPROVED PLUMBING CONTRACTOR. (OWNER PAYS CITY OF COLUMBIA FOR METER, CITY OF COLUMBIA THEN PROVIDES METER TO CONTRACTOR; METER THEN INSTALLED BY CITY OF COLUMBIA APPROVED PLUMBING CONTRACTOR). PIT IS TO BE MASONRY VAULT WITH 3" FLOOR PLATE STEEL ON NON-SKID SURFACE PAINTED BLACK WITH 24"x24" INSPECTOR LID WITH RECESSED HANDLE. THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS ON PIT TO ENGINEER PRIOR TO CONSTRUCTION.
  - TAP ON EXISTING WATERLINE TO BE MADE BY CITY OF COLUMBIA AND COORDINATE PAYMENT BY OWNER FOR ALL TAPPING OF EXISTING WATERLINES WITH THE CITY WATER DEPARTMENT.
  - TAP ON EXISTING 8" SEWER MAIN TO BE MADE BY CITY OF COLUMBIA AFTER FEES HAVE BEEN PAID BY OWNER.
  - INSTALL NEW SEWER SERVICES ON A MINIMUM 1% SLOPE.
  - CONNECT NEW 15" STORM DRAIN TO EXISTING DRAINAGE STRUCTURE. CUT PIPE 2" FROM FACE OF STRUCTURE.
  - INSTALL NEW 15" STORM DRAIN UNDER EXISTING 10" WATERLINE AND OVER EXISTING 12" SEWER MAIN. CONFIRM ELEVATIONS OF EXISTING UTILITIES PRIOR TO CONSTRUCTION.

**UTILITY CLOSE-OUT INFORMATION (WATER AND SEWER)**

RECORD DRAWINGS, TESTS, AND ANALYSES OF INSTALLED WATER AND SANITARY SEWER SYSTEMS ARE REQUIRED AT PROJECT CLOSE-OUT. MORE INFORMATION OF THESE REQUIREMENTS IS LOCATED IN THE PROJECT SPECIFICATIONS, AND CITY OF COLUMBIA REQUIREMENTS INCLUDING, BUT ARE NOT LIMITED TO:

- INSPECTIONS AND TESTING IN ACCORDANCE WITH PROJECT AND CITY OF COLUMBIA SPECIFICATIONS.
- PREPARATION, REVIEW, AND CORRECTION OF AS-BUILT RECORD DRAWINGS AND VALVE CARDS PROVIDED BY CONTRACTOR'S SURVEYOR.
- PREPARATION, REVIEW, AND CORRECTION OF EASEMENT PLATS AND LEGAL DESCRIPTION PREPARED BY CONTRACTOR'S SURVEYOR.
- PREPARATION AND EXECUTION OF FORM 2, FORM 3, AND A MATERIAL LIST MUST BE SUBMITTED TO THE CIVIL ENGINEER WITH SWING THE INFORMATION IN ACCORDANCE WITH CITY OF COLUMBIA REGULATIONS.
- PREPARATION AND EXECUTION OF LEGAL DOCUMENTS BY OWNER AND UTILITY OPERATOR.
- REVIEW OF DOCUMENTATION BY ENGINEER AND UTILITY OPERATOR.
- HYDROSTATIC TESTS SHALL BE CONDUCTED IN THE PRESENCE OF THE ENGINEER OR THE OWNER.
- UNDER NO CIRCUMSTANCES WILL ANY PORTION OF THE WORK BE PLACED IN SERVICE WITHOUT THE APPROVAL TO PLACE THE SYSTEM INTO OPERATION FROM ENGINEER.
- SURVEYOR SHALL LOCATE ALL WATERLINE BENDS AND TEES PRIOR TO BACKFILLING.

CONTRACTOR SHALL ASSUME REASONABLE TIME FRAMES FOR OWNER, ENGINEER, AND UTILITY OPERATOR AT EACH STAGE OF CLOSE-OUT. REVIEW TIMES CAN VARY BASED UPON THE INITIAL QUALITY AND COMPLETENESS OF THE DOCUMENTS PROVIDED. THE MINIMUM TIME FROM COMPLETION OF SUCCESSFUL INSPECTION AND TESTING AND THE INITIAL SUBMITTAL OF CONTRACTOR DOCUMENTS TO THE RECEIPT OF PERMITS TO OPERATE SHALL BE ASSUMED TO BE 45 DAYS.

**UTILITY NOTES**

- ALL UNDERGROUND LOCATIONS ARE APPROXIMATE PER DRAWINGS AND LOCATIONS SUPPLIED BY VARIOUS UTILITY COMPANIES.
- CONTRACTOR MUST VERIFY ALL EXISTING FIELD CONDITIONS PRIOR TO CONSTRUCTION. 72 HOURS BEFORE COMMENCING CONSTRUCTION CONTACT UTILITIES AT 811 FOR UNDERGROUND UTILITY LOCATIONS.
- ALL WATER TAP FEES SHALL BE THE RESPONSIBILITY OF THE OWNER. CONTRACTOR TO COORDINATE PAYMENT BY OWNER FOR ALL TAPPING OF EXISTING WATERLINES WITH THE CITY WATER DEPARTMENT.
- NO USAGE ALLOWED UNTIL OPERATION PERMITS RECEIVED FROM CITY WATER DEPARTMENT AND SOHREC.
- CONTRACTOR TO PROVIDE THRUST BLOCKING OR MECHANICAL RESTRAINT ON WATCH LINES, AT BENDS, TEES, OR CHANGES IN DIRECTION IN THE LINES WHETHER SHOWN OR OMITTED.
- PROVIDE A TEMPORARY STONE SPLASH PAD AT ALL FIRE HYDRANTS OR OTHER POINTS OF DISCHARGE DURING TESTING OF WATER DISTRIBUTION SYSTEM.
- WHERE PVC OR POLYETHYLENE PIPE IS USED IN WATER MAIN CONSTRUCTION, A CONTINUOUS #12 GAUGE BLUE INSULATED COPPER TRACER WIRE, APPROVED BY THE MANUFACTURER FOR DIRECT BURIAL, SHALL BE INSTALLED IN THE TRENCH A MINIMUM 6" ABOVE THE TOP OF THE WATER LINE. THE TRACER WIRE SHALL TERMINATE AT EACH VALVE OR METER AND TRACKING PIPE AND PREVENT INTERFERENCE OF OPERATING THE VALVE OR METER.
- PROVIDE SILT FENCE AND/OR OTHER CONTROL DEVICES AS MAY BE REQUIRED, TO CONTROL SOIL EROSION DURING ALL UTILITY CONSTRUCTION. ALL DISTURBED AREAS SHALL BE GRADED AND STABILIZED WITH GRASSING IMMEDIATELY AFTER THE UTILITY CONSTRUCTION.
- WATER MAINS THAT ARE CONSTRUCTED ADJACENT TO ROADS MUST BE INSTALLED A MINIMUM OF 36 INCHES BELOW THE ELEVATION OF THE EDGE OF ROADWAY. A MINIMUM OF 36 INCHES OF COVER MUST BE PROVIDED OVER THE MAINS.
- CONTRACTOR TO FINISH AND INSTALL BACKFLOW PREVENTION DEVICES AS APPROVED BY SOHREC. CONTRACTOR TO PROVIDE COPIES OF IN-PLACE TEST RESULTS OF BACKFLOW PREVENTION DEVICES. TEST SHALL BE PERFORMED BY A LICENSED TESTER AND RESULTS REPORTED IN ACCORDANCE WITH SOHREC STANDARD FORMAT.
- ALL FIRE LINE WATER MAIN CONSTRUCTION TO BE IN ACCORDANCE WITH NFPA 24, LATEST EDITION.
- ALL VALVES AND FITTINGS SHALL BE DUCTILE IRON, MECHANICAL JOINT WITH PRESSURE RATINGS OF 350 PSI.
- CONTRACTOR SHALL VERIFY ALL RM ELEVATIONS PRIOR TO CONSTRUCTION TO ENSURE A MINIMUM 1" PROTECTION OF RM ABOVE FINISHED GRADE. ELEVATION EXCEPT IN ROAD. CONTRACTOR SHALL ENSURE THAT ALL MANHOLES LOCATED IN ROAD TO BE FLUSH WITH PROPOSED GRADE. CONTRACTOR TO ADJUST ANY EXISTING RM TO MEET STANDARDS.
- SEWER LINES AND MAINS SHALL CONFORM TO "10 STATES STANDARD" SECTION 29.3, AT A MINIMUM (RELATION TO WATER LINES).
- ALL SEWER PIPES, 8" IN SIZE UNLESS OTHERWISE NOTED, SHALL BE SDR35 PVC.
- ALL DISTURBED UTILITY ROUTES TO BE SEEDED AS SOON AS PRACTICALLY POSSIBLE UPON COMPLETION OF CONSTRUCTION IN THAT AREA.
- ALL MANHOLES WITHIN THE ONE HUNDRED YEAR FLOOD PLAIN OR IN ROAD TO HAVE WATER TIGHT BOLT ON MANHOLE COVERS.
- ALL SANITARY SEWER LATERALS TO BE 4" OR 6" SCH 40 PVC UNLESS OTHERWISE NOTED.
- ANY PAVEMENT OR HARD SURFACE REMOVAL NECESSARY FOR UTILITY CONSTRUCTION TO BE REPAIRED OR REPLACED WHETHER SHOWN OR OMITTED ON THE PLANS.
- CONTRACTOR TO STERILIZE AND PRESSURE TEST ALL WATER MAINS ACCORDING TO SOHREC REQUIREMENTS AND COUNTY WATER DEPARTMENT STANDARDS.
- CONTRACTOR TO PROVIDE RECORD DRAWINGS AFTER UTILITY CONSTRUCTION REFLECTING LOCATIONS OF ALL STRUCTURES AND ANY INSTALLED BENDS, ETC. UTILITIES TO BE SURVEYED BY A REGISTERED LAND SURVEYOR AND A DIGITAL FILE PROVIDED TO THE ENGINEER FOR PREPARATION OF AS-BUILTS AND FINAL INSPECTIONS WITH SOHREC. REDLINED UTILITY DRAWINGS WILL NOT BE ACCEPTABLE.
- ON ALL FIRE LINE CONSTRUCTION, CONTRACTOR TO COMPLETE NFPA 24 CONTRACTOR'S MATERIAL AND TEST CERTIFICATE FOR UNDERGROUND PIPING TO ENGINEER AFTER TESTING AND INSTALLATION.

**LATERAL SEPARATION NOTES**

LATERAL SEPARATION OF SEWERS AND WATER MAINS: WATER MAINS SHALL BE LAD AT LEAST 10 FEET LATERALLY FROM EXISTING OR PROPOSED SEWERS, UNLESS LOCAL CONDITIONS OR BARRIERS PREVENT A 10 FOOT LATERAL SEPARATION, IN WHICH CASE, THE WATER MAIN IS LAD IN A SEPARATE TRENCH WITH THE ELEVATION OF THE BOTTOM OF THE WATER MAIN AT LEAST 18 INCHES ABOVE THE TOP OF THE SEWER OR THE WATER MAIN IS LAD IN THE SAME TRENCH AS THE SEWER WITH THE WATER MAIN LOCATED AT ONE SIDE ON A BENCH OF UNDISTURBED EARTH AND WITH THE ELEVATION OF THE BOTTOM OF THE WATER MAIN AT LEAST 18 INCHES ABOVE THE TOP OF THE SEWER.

**PIPING NOTES - WATER AND SEWER**

- ALL SANITARY SEWER LINES ARE PVC-SDR35 UNLESS OTHERWISE INDICATED.
- ALL SANITARY SEWER LINES SHALL BE INSTALLED ON A MINIMUM 1.0% SLOPE UNLESS OTHERWISE INDICATED.
- ALL WATERLINE BENDS AND TEES SHALL BE CONNECTED TO LINE USING MEGALUG RESTRAINED JOINTS OR APPROVED EQUAL.
- ALL WATER LINES CAN BE EITHER PVC C900 OR DIP (AWWA C15) UNLESS OTHERWISE INDICATED.
- FDC LINES SHALL BE DIP.

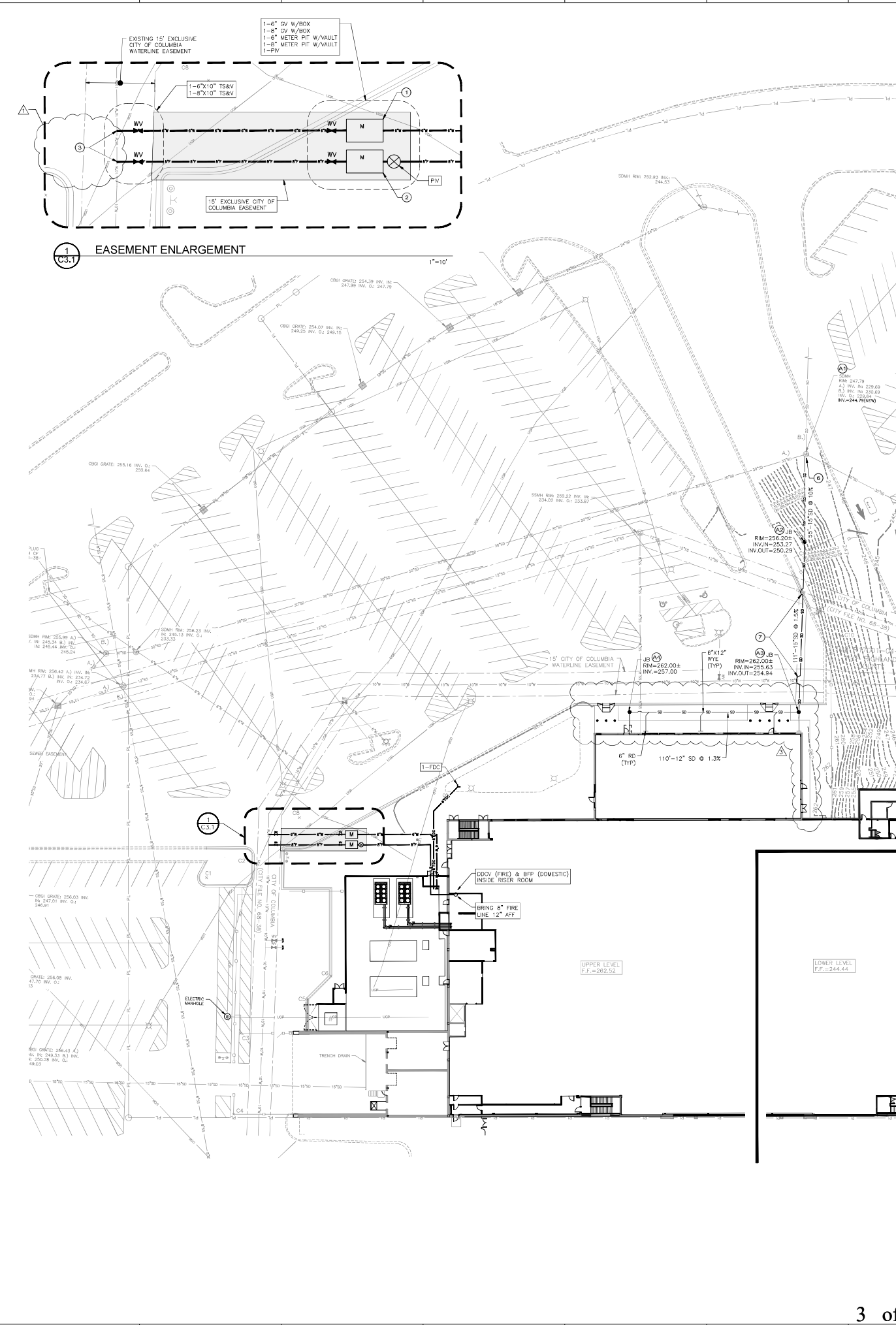
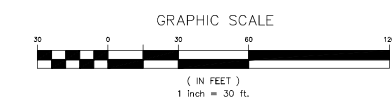
**PIPING NOTES - STORM**

- ALL STORM DRAIN LINES 12" AND LARGER SHALL BE HDPE STORM DUAL WALL POLYPROPYLENE PIPE BY ADS (OR APPROVED EQUAL), OR RCP CLASS III UNLESS OTHERWISE INDICATED. THE CONTRACTOR HAS THE OPTION OF USING RCP OR HDPE PIPE FOR ALL STORM DRAINAGE LINES UNLESS SPECIFICALLY NOTED.
- ALL ROOF DRAIN LINES SHALL BE HDPE PVC (SCH 40) WITH WATER TIGHT JOINTS.

**CROSSING NOTES**

CROSSING A WATER MAIN OVER A SEWER: WHENEVER IT IS NECESSARY FOR A WATER MAIN TO CROSS OVER A SEWER, THE WATER MAIN SHALL BE LAD AT SUCH AN ELEVATION THAT THE BOTTOM OF THE WATER MAIN IS AT LEAST 18 INCHES ABOVE THE TOP OF THE SEWER, UNLESS LOCAL CONDITIONS OR BARRIERS PRESENT AN 18 INCH VERTICAL SEPARATION, IN WHICH CASE, BOTH THE WATER MAIN AND SEWER SHALL BE CONSTRUCTED OF FERROUS MATERIALS AND WITH JOINTS THAT ARE EQUIVALENT TO WATER MAIN STANDARDS FOR A DISTANCE OF 10 FEET ON EACH SIDE OF THE POINT OF CROSSING.

CROSSING A WATER MAIN UNDER A SEWER: WHENEVER IT IS NECESSARY FOR A WATER MAIN TO CROSS UNDER A SEWER, BOTH THE WATER MAIN AND THE SEWER SHALL BE CONSTRUCTED OF FERROUS MATERIALS AND WITH JOINTS EQUIVALENT TO WATER MAIN STANDARDS FOR A DISTANCE OF 10 FEET ON EACH SIDE OF THE POINT OF CROSSING. A SECTION OF WATER MAIN PIPE SHALL BE CENTERED AT THE POINT OF CROSSING.



STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. \_\_\_\_\_-24HR

AN ORDINANCE AUTHORIZING DEED TO THE CITY OF COLUMBIA FOR WATER LINES LOCATED AT COLUMBIA MALL; RICHLAND COUNTY TMS #17001-04-42.

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 water lines to the City of Columbia, as specifically described in the attached DEED TO WATER LINES FOR RICHLAND COUNTY PUBLIC SAFETY CENTER; RICHLAND COUNTY TMS #17001-04-42 (PORTION); CF #DPO-2023-12-0096, 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 \_\_\_\_\_.

RICHLAND COUNTY COUNCIL

By: \_\_\_\_\_  
Jesica Mackey, Chair

Attest this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Anette Kirylo  
Clerk of Council

RICHLAND COUNTY ATTORNEY’S OFFICE

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

First Reading:  
Second Reading:  
Public Hearing:  
Third Reading:

STATE OF SOUTH CAROLINA )  
  
COUNTY OF RICHLAND )

DEED TO WATER LINES FOR  
RICHLAND COUNTY PUBLIC  
SAFETY CENTER; RICHLAND  
COUNTY TMS #17001-04-42  
(PORTION); CF #DPO-2023-12-0096

**RICHLAND COUNTY**  
  
**to**  
  
**CITY OF COLUMBIA**

FOR VALUE RECEIVED, Richland County of Columbia, South Carolina (also hereinafter referred to as "Grantor") does hereby bargain, sell, transfer and convey unto the City of Columbia (also hereinafter referred to as "Grantee"), its successors and assigns, all of Grantor's rights, title and interests in and to the below described water lines:

All those certain water lines, the same being 6" and 8" in diameter including valves, valve boxes, fire hydrants, meter boxes, service lines to meter boxes and easement boundaries, lead lines to fire hydrants (including 6" DIP), and all components to complete the system and more clearly shown on City File #DPO-2023-12-0096.

All metes, courses, bounds and measured distances described herein are approximate. The precise metes, courses, bounds and measured distances are more particularly described and shown on City File #DPO-2023-12-0096, which is incorporated herein by specific reference thereto.

An 8" water line beginning at a 10" x 8" tapping sleeve and valve and tied to an existing 10" City of Columbia water line (Columbia Mall; CF #68-38), located on the subject property, one hundred fifteen and seven tenths (115.7) feet southwest of the northwestern building corner of MALL BUILDING; thence extending therefrom in an easterly direction along the subject property, for a distance of three and four tenths (3.4) feet to a 45° bend located on the subject property, one hundred twelve and five tenths (112.5) feet southwest of the northwestern building corner of MALL BUILDING; thence turning and extending therefrom in a northeasterly direction along the subject property, for a distance of five and two tenths (5.2) feet to a 45° bend located on the subject property, one hundred eight and five tenths (108.5) feet southwest of the northwestern building corner of MALL BUILDING; thence turning and extending therefrom in an easterly direction along the subject property, for a distance of forty-two and three tenths (42.3) feet to a meter pit located on the subject property, sixty-eight and five tenths (68.5) feet southwest of the northwestern building corner of MALL BUILDING; thence terminating.

**Also**, a 6" water line beginning at a 10" x 6" tapping sleeve and valve and tied to an existing 10" City of Columbia water line (Columbia Mall; CF #68-38), located on the subject property, one hundred fifteen and seven tenths (115.7) feet southwest of the northwestern building corner of MALL BUILDING; thence extending therefrom in an easterly direction along the subject property, for a distance of two and four tenths (2.4) feet to a 45° bend located on the subject property, one hundred thirteen and three tenths (113.3) feet southwest of the northwestern building corner of MALL BUILDING; thence turning and extending therefrom in a northeasterly direction along the subject property, for a distance of eight and eight tenths (8.8) feet to a 45° bend located on the subject property, one hundred six and eight tenths (106.8) feet southwest of the northwestern building corner of MALL BUILDING; thence turning and extending therefrom in an easterly

APPROVED AS TO FORM  
*Jessica E. King*  
Legal Department City of Columbia, SC

1/7/2025

direction along the subject property, for a distance of forty-two and three tenths (42.3) feet to a meter pit located on the subject property, sixty-four and five tenths (64.5) feet southwest of the northwestern building corner of MALL BUILDING; thence terminating.

Be all measurements a little more or less.

The Grantor hereby agrees to be responsible for repairs of all damage to water lines, sanitary sewer lines, curb cocks, meter boxes, all fittings and fire hydrants hereby conveyed which arise out of the operation of any equipment or vehicles under control of the Grantor, Grantor's contractor, agent, or any other party acting on behalf of Grantor in connection with the initial installation of streets, paving, curbs and gutters, storm drainage lines, sanitary sewer lines, utility lines, final grading or improvements in development of property served by said water lines, and the Grantor shall either effect necessary repairs or reimburse the City for the cost of repairs at the option of the City.

This conveyance also includes an exclusive easement on all water lines and appurtenances heretofore described and as shown on the herein-referenced record drawings for the purpose of access, ingress, egress, construction, operation, reconstruction and maintenance of said water lines. The Grantor hereby agrees that no future construction (including, but not limited to, buildings, paving, pipe lines or other utilities) will be allowed within the limits of this easement without prior approval of the City Engineer. Also, granted herein is an easement for access, ingress and egress along the entrance drives, private alleyways, driveways and common areas for the construction, operation, maintenance, repair, reconstruction and extension of services on the water lines and appurtenances for this development.

This conveyance also includes all water line easements shown on a set of record drawings for Richland County Public Safety Center, in Richland County, and near the City of Columbia, SC, dated December 11, 2024, last revised January 3, 2025, prepared for Richland County, prepared by ADC Engineering, Inc., Robert Bruce Todd, S.C.P.E. #15310 and being on file in the Office of the Department of Engineering, City of Columbia, South Carolina under City File #DPO-2023-12-0096.

These water lines are more clearly delineated on a set of record drawings for Richland County Public Safety Center, in Richland County, and near the City of Columbia, SC, dated December 11, 2024, last revised January 3, 2025, prepared for Richland County, prepared by ADC Engineering, Inc., Robert Bruce Todd, S.C.P.E. #15310 and being on file in the Office of the Department of Engineering, City of Columbia, South Carolina under City File #DPO-2023-12-0096.

TS

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TO HAVE AND TO HOLD the aforesaid rights to the Grantee, its successors and assigns, as aforesaid, forever.

And the Grantor does hereby bind the Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the said premises unto the Grantee, its successors and assigns against the Grantor and Grantor's successors and assigns and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

And Grantor warrants that Grantor is the lawful owner of said property and has the right to convey same; and that the property is free and clear of any and all mortgages, liens and encumbrances of whatsoever kind or nature, except those set-forth hereinabove.

WITNESS the hand and seal of the Grantor by the undersigned this \_\_\_\_\_ day \_\_\_\_\_, 20\_\_\_\_.

WITNESSES:

**RICHLAND COUNTY**

\_\_\_\_\_  
(1<sup>st</sup> Witness Signature)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(2<sup>nd</sup> Witness Signature)

Name: \_\_\_\_\_  
(Print Name)

Title: \_\_\_\_\_  
(Print Title)

STATE OF \_\_\_\_\_)

**ACKNOWLEDGMENT**

COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_  
(Name and Title of Officer)

of \_\_\_\_\_ on behalf of the within named Grantor.  
(City and State)

Notary Public for the State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Attorney Certification

I, \_\_\_\_\_, an attorney licensed to practice in the State of \_\_\_\_\_ do hereby certify that I supervised the execution of the attached Deed to Water Lines for Richland County Public Safety Center, with Richland County, as Grantor and the City of Columbia, as Grantee this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_ State Bar Number: \_\_\_\_\_

## Richland County Council Request for Action

**Subject:**

Case #24-033MA  
John Conroy Lunan  
GC to R3 (0.38 Acres)  
266 Rabon Road  
TMS #R17116-01-99 {District 7}

**Notes:**

First Reading: December 17, 2024  
Second Reading: February 4, 2025  
Third Reading:  
Public Hearing: December 17, 2024



STATE OF SOUTH CAROLINA  
COUNTY COUNCIL OF RICHLAND COUNTY  
ORDINANCE NO. \_\_\_\_-25HR

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 # R17116-01-09 FROM GENERAL COMMERCIAL DISTRICT (GC) TO RESIDENTIAL THREE DISTRICT (R3); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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 RICHLAND COUNTY COUNCIL:

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # R17116-01-09 from General Commercial District (GC) to Residential Three District (R3).

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 \_\_\_\_\_, 2025.

RICHLAND COUNTY COUNCIL

By: \_\_\_\_\_  
Jesica Mackey, Chair

Attest this \_\_\_\_\_ day of  
\_\_\_\_\_, 2025

\_\_\_\_\_  
Anette A. Kirylo  
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing:       December 17, 2024  
First Reading:       December 17, 2024  
Second Reading:     February 4, 2025  
Third Reading:       February 11, 2025

## Richland County Council Request for Action

**Subject:**

Case #24-035MA  
Robert Christopher Lee  
GC to RT (0.97 Acres)  
511 Ross Road  
TMS #R17107-03-03 {District 7}

**Notes:**

First Reading: December 17, 2024  
Second Reading: February 4, 2025  
Third Reading:  
Public Hearing: December 17, 2024

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL OF RICHLAND COUNTY  
ORDINANCE NO. \_\_\_\_-25HR

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 # 17107-03-03 FROM GENERAL COMMERCIAL DISTRICT (GC) TO RESIDENTIAL TRANSITION DISTRICT (RT); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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 RICHLAND COUNTY COUNCIL:

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # R17107-03-03 from General Commercial District (GC) to Residential Transition District (RT).

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 \_\_\_\_\_, 2025.

RICHLAND COUNTY COUNCIL

By: \_\_\_\_\_  
Jesica Mackey, Chair

Attest this \_\_\_\_\_ day of  
\_\_\_\_\_, 2025

\_\_\_\_\_  
Anette A. Kirylo  
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing:       December 17, 2024  
First Reading:       December 17, 2024  
Second Reading:     February 4, 2025  
Third Reading:       February 11, 2025

## Richland County Council Request for Action

**Subject:**

Case #24-042MA  
Christopher Knight  
AG to HI (52.71 Acres)  
5801 Bluff Road  
TMS #R18600-01-01(p) {District 10}

**Notes:**

First Reading: December 17, 2024  
Second Reading: February 4, 2025  
Third Reading:  
Public Hearing: December 17, 2024

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL OF RICHLAND COUNTY  
ORDINANCE NO. \_\_\_\_-25HR

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 # R18600-01-01 (PORTION OF) FROM AGRICULTURAL DISTRICT (AG) TO HOMESTEAD DISTRICT (HM); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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 RICHLAND COUNTY COUNCIL:

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # R18600-01-01 (portion of) from Agricultural District (AG) to Homestead District (HM).

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 \_\_\_\_\_, 2025.

RICHLAND COUNTY COUNCIL

By: \_\_\_\_\_  
Jesica Mackey, Chair

Attest this \_\_\_\_\_ day of  
\_\_\_\_\_, 2025

\_\_\_\_\_  
Anette A. Kirylo  
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing:       December 17, 2024  
First Reading:       December 17, 2024  
Second Reading:     February 4, 2025  
Third Reading:       February 11, 2025

# Richland County Council Request for Action

Subject:

An Ordinance to raise revenue, make appropriations, and adopt FY 2025 Annual Budget for Richland County, South Carolina; 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, 2024 will provide sufficient revenues for the operations of Richland County Government from July 1, 2024 through June 30, 2025 (Fiscal Year 2025)

Notes:

First Reading:

Second Reading:

Third Reading:

Public Hearing:

**STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. \_\_\_ 24-HR**

**An Ordinance to raise revenue, make appropriations, and adopt FY 2025 Annual Budget for Richland County, South Carolina; 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, 2024 will provide sufficient revenues for the operations of Richland County Government from July 1, 2024 through June 30, 2025 (Fiscal Year 2025)**

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 1.** The following appropriations by activity and the estimated revenue to support these appropriations, as well as other supporting documents contained in the adopted Fiscal Year 2024-2025 Annual Budget is hereby adopted, with such supporting documents being made reference to and incorporated herein by reference, as follows:

Fund	Revenue	Transfer In	Fund Balance	Total Sources	Expenditures	Transfer Out	Total Uses
General Fund Operating	\$216,959,183	\$8,286,209	\$163,346	\$225,408,738	\$210,288,929	\$15,119,809	\$225,408,738
General Fund Capital		\$0	\$6,225,000	\$6,225,000	\$6,225,000		\$6,225,000
<b>General Fund</b>	<b>\$216,959,183</b>	<b>\$8,286,209</b>	<b>\$6,388,346</b>	<b>\$231,633,738</b>	<b>\$216,513,929</b>	<b>\$15,119,809</b>	<b>\$231,633,738</b>
<b>Special Revenue</b>							
Victim’s Rights	\$195,000	\$1,212,504	\$0	\$1,407,504	\$1,407,504	\$0	\$1,407,504
<b>Tourism Development</b>	<b>\$1,332,000</b>	<b>\$0</b>	<b>\$222,121</b>	<b>\$1,554,121</b>	<b>\$1,332,000</b>	<b>\$222,121</b>	<b>\$1,554,121</b>
Temporary Alcohol Permits	\$111,947	\$0	\$115,000	\$226,947	\$226,947	\$0	\$226,947
Emergency Telephone System	\$3,465,057	\$3,556,442	\$762,050	\$7,783,549	\$7,608,473	\$175,076	\$7,783,549
Fire Service	\$32,530,001	\$0	\$4,321,849	\$36,851,850	\$32,509,073	\$4,342,777	\$36,851,850
Stormwater Management	\$4,093,800	\$0	\$183,741	\$4,277,541	\$4,028,800	\$248,741	\$4,277,541
Conservation Commission Fund	\$994,000	\$143,988	\$1,470,564	\$2,608,552	\$2,562,343	\$46,209	\$2,608,552
Neighborhood Redev. Fund	\$994,000	\$0	\$0	\$994,000	\$952,907	\$41,093	\$994,000
Hospitality Tax	\$10,442,422	\$0	\$3,555,182	\$13,997,604	\$9,012,254	\$4,985,350	\$13,997,604
<b>Accommodation Tax</b>	<b>\$640,000</b>	<b>\$0</b>	<b>\$232,148</b>	<b>\$872,148</b>	<b>\$750,000</b>	<b>\$122,148</b>	<b>\$872,148</b>
Title IVD - Sheriff’s Fund	\$32,000	\$35,824	\$0	\$67,824	\$67,824	\$0	\$67,824
Title IV - Family Court	\$1,101,701	\$324,015	\$0	\$1,425,716	\$1,425,716	\$0	\$1,425,716
Road Maintenance Fee	\$6,338,862	\$0	\$5,703,215	\$12,042,077	\$11,594,086	\$447,991	\$12,042,077
Public Defender	\$2,309,184	\$4,337,543	\$0	\$6,646,727	\$6,646,727	\$0	\$6,646,727
Transportation Tax	\$96,682,144	\$0	\$0	\$96,682,144	\$2,846,691	\$93,835,453	\$96,682,144
Mass Transit	\$0	\$27,198,375	\$0	\$27,198,375	\$27,198,375	\$0	\$27,198,375
School Resource Officers	\$6,595,773	\$1,964,979	\$0	\$8,560,752	\$7,961,127	\$599,625	\$8,560,752
Economic Development	\$4,360,872	\$1,096,331	\$3,500,000	\$8,957,203	\$7,228,830	\$1,728,373	\$8,957,203
Child Fatality Review	\$35,000	\$0	\$0	\$35,000	\$35,000	\$0	\$35,000
<b>Special Revenue Total</b>	<b>\$172,253,763</b>	<b>\$39,870,001</b>	<b>\$20,065,870</b>	<b>\$232,189,634</b>	<b>\$125,394,677</b>	<b>\$106,794,957</b>	<b>\$232,189,634</b>
<b>Debt Service</b>							
General Debt Service	\$18,721,888	\$0	\$0	\$18,721,888	\$18,721,888	\$0	\$18,721,888
Fire Bonds 2018B 1,500,000	\$555,000	\$0	\$0	\$555,000	\$555,000	\$0	\$555,000
RFC-IP Revenue Bond 2019	\$1,605,577	\$0	\$0	\$1,605,577	\$1,605,577	\$0	\$1,605,577
Hospitality Refund 2013A B/S	\$0	\$1,486,963	\$0	\$1,486,963	\$1,486,963	\$0	\$1,486,963
East Richland Public Svc Dist.	\$1,438,560	\$0	\$0	\$1,438,560	\$1,438,560	\$0	\$1,438,560
Recreation Commission Debt Svc	\$458,016	\$0	\$0	\$458,016	\$458,016	\$0	\$458,016
Riverbanks Zoo Debt Service	\$2,670,190	\$0	\$0	\$2,670,190	\$2,670,190	\$0	\$2,670,190
School District 1 Debt Service	\$69,127,795	\$0	\$0	\$69,127,795	\$69,127,795	\$0	\$69,127,795
School District 2 Debt Service	\$64,845,932	\$0	\$0	\$64,845,932	\$64,845,932	\$0	\$64,845,932
Transportation Debt Service		\$14,434,250	\$0	\$14,434,250	\$14,434,250	\$0	\$14,434,250
<b>Debt Service Total</b>	<b>\$159,422,958</b>	<b>\$15,921,213</b>	<b>\$0</b>	<b>\$175,344,171</b>	<b>\$175,344,171</b>	<b>\$0</b>	<b>\$175,344,171</b>
<b>Enterprise Funds</b>							
Solid Waste Enterprise Fund	\$45,612,681	\$0	\$0	\$45,612,681	\$44,041,800	\$1,570,881	\$45,612,681
Richland County Utilities	\$15,015,898	\$0	\$10,000,000	\$25,015,898	\$23,451,907	\$1,563,991	\$25,015,898
Hamilton-Owens Airport Operating	\$268,000	\$0	\$365,330	\$633,330	\$532,691	\$100,639	\$633,330
<b>Enterprise Funds Total</b>	<b>\$60,896,579</b>	<b>\$0</b>	<b>\$10,365,330</b>	<b>\$71,261,909</b>	<b>\$68,026,398</b>	<b>\$3,235,511</b>	<b>\$71,261,909</b>
<b>Millage Agencies</b>							
Richland Cnty Recreation Commission	\$19,743,400	\$0	\$0	\$19,743,400	\$19,743,400	\$0	\$19,743,400
Columbia Area Mental Health	\$3,017,923	\$0	\$0	\$3,017,923	\$3,017,923	\$0	\$3,017,923
Public Library	\$34,505,365	\$0	\$0	\$34,505,365	\$34,505,365	\$0	\$34,505,365
Riverbanks Zoo	\$1,517,888	\$0	\$0	\$1,517,888	\$1,517,888	\$0	\$1,517,888
Midlands Technical College	\$8,321,255	\$0	\$0	\$8,321,255	\$8,321,255	\$0	\$8,321,255
Midlands Tech Capital/Debt Service	\$4,427,677	\$0	\$0	\$4,427,677	\$4,427,677	\$0	\$4,427,677
School District One	\$270,928,511	\$0	\$0	\$270,928,511	\$270,928,511	\$0	\$270,928,511
School District Two	\$193,918,258	\$0	\$0	\$193,918,258	\$193,918,258	\$0	\$193,918,258
<b>Millage Agencies Total</b>	<b>\$536,380,277</b>	<b>\$0</b>	<b>\$0</b>	<b>\$536,380,277</b>	<b>\$536,380,277</b>	<b>\$0</b>	<b>\$536,380,277</b>
<b>Grand Total</b>	<b>\$1,145,912,760</b>	<b>\$64,077,423</b>	<b>\$36,819,546</b>	<b>\$1,246,809,729</b>	<b>\$1,121,659,452</b>	<b>\$125,150,277</b>	<b>\$1,246,809,729</b>

**SECTION 2.** Mileage rate paid to County employees shall be the same as the U.S. Federal reimbursement rate per mile for the fiscal period stated above.

**SECTION 3.** All fees previously approved by the County Council, either through budget ordinances or ordinances apart from

the budget, will remain in effect unless and until the County Council votes to amend those fees.

**SECTION 4.** No County fees, excluding fees from SECTION 16, SECTION 17, SECTION 18 and SECTION 19, based on CPI shall be adjusted on the current year inflationary adjustment (CPI) due to the small incremental change.

**SECTION 5** At fiscal year-end, any funds encumbered for capital purchases shall reflect as a designation of fund balance in the Annual Comprehensive Financial Report and shall be brought forward in the subsequent fiscal year as budgeted fund balance. This automatic re-budgeting shall not require a supplemental budget ordinance.

**SECTION 6.** Continuation grants and those with no personnel or match requests are considered approved as presented with budget adoption up to available budgeted match dollars. All other grants will require individual Council approval prior to award acceptance.

**SECTION 7.** Commensurate with budget authority, the County Administrator may approve purchases in the amount of one hundred thousand dollars (\$100,000) or less. Purchases in excess of one hundred thousand dollars (\$100,000) shall be reviewed and approved by the County Council prior to acceptance.

**SECTION 8.** All non-exclusive contracts exceeding \$100,000 and existing at the time of budget adoption shall be renewed for the subsequent fiscal year provided the following conditions exist: The services provided under the contract will continue to be required in the subsequent fiscal year; the contract was originally procured through the County's Procurement Division utilizing the competitive procurement method, where appropriate, and following all other procurement ordinances, regulations and guidelines; The contract is within a five-year period during which contracts may be renewed annually upon mutual agreement by both parties not to exceed five years; the performance of the contractor has been confirmed, in writing, by the user department and by the Manager of Procurement to be satisfactory; Budget dollars have been appropriated by the County Council to fund the contract for the subsequent fiscal year. All items included on the State contract greater than \$100,000 are considered as reviewed and approved therefore will not be required to go back to Council for additional approval.

**SECTION 9.** Designated fund balance allocated in prior years for the establishment of an emergency disaster fund, economic development fund, and an insurance reserve fund shall remain as designated, but only to the extent of available fund balance as approved by the County Administrator.

**SECTION 10.** All One-percent funds collected through established Multi-County Industrial Park agreements or the funds from the completed sale of any county-owned property in a multi-county park shall be placed in the Richland County Economic Development Fund and be immediately appropriated for the purpose of continued Economic Development. This appropriation shall not require a supplemental budget ordinance.

**SECTION 11.** Funds awarded to the Sheriff's Department through forfeiture are included as part of this ordinance and Council designates, as the governing body, that the Sheriff shall maintain these funds in accordance with Federal, State and County guidelines. All forfeited funds will be audited along with the General Fund and posted at that time.

**SECTION 12.** The County will be self-funded against tort claim liability and shall no longer carry an excess liability insurance policy. Funding shall be established through the annual automatic re-budgeting of these County funded accounts. The amount to be carried forward shall not exceed the unspent portion of the current year appropriation and shall be used only for the original intended purpose as identified in the year of appropriation. This shall increase the original appropriated budget and shall not require a separate budget amendment.

**SECTION 13.** The Sheriff and Finance Director will assess the status of fees collected through the Special Duty Program prior to the end of fiscal year 2024. All excess funds collected for the administrative cost over cost incurred shall reflect as a designation of fund balance and shall be brought forward in the following fiscal year as budgeted fund balance. This automatic re-budgeting shall not require a supplemental budget ordinance. Continuation of the Special Duty Program and associated fees shall be evaluated each year during the budget process.

**SECTION 14.** The appropriation includes the approval of the Sheriff's Department School Resource Officer Program. Funding shall be contingent upon annual approval and appropriation by County Council. At the end of each fiscal year, the Finance Director and the Sheriff will assess the status of the billing and collections for each school district as of the end of the fiscal year. Any program shortfall of collections for the fiscal year by the School District shall result in additional collection procedures inclusive of charging shortfall to the Sheriff's Department fiscal budget. All excess funds collected beyond cost of the program shall be brought forward in the subsequent budget year as a budgeted use of fund balance and made available to the Sheriff's Department to be used toward the district-specific program cost. The automatic re-budgeting shall not require a supplemental budget ordinance. Continuation of the School Resource Officer program and associated fees shall be evaluated each fiscal year during the budget process.

**SECTION 15.** All funds collected by the Sheriff's Department as a cost reimbursement from employees shall be credited back to the sheriff's budget and allowed to utilize for other operational cost.

**SECTION 16.** During its June 18, 2024 meeting, Richland County Council approved changes in the Land Development Fee Schedule effective July 1, 2024 (FY 2025). New fee schedule is as follows:



**Residential Plan Review**

Review Type	Description of services	Proposed Cost
Sketch plan	Review of conceptual plan, first resubmittal, and Development Review Team meeting	\$650
Preliminary Plan Review	Initial review & first submittal, initial record drawing review	\$750+\$20/lot
Additional reviews	Each additional review	50% of original fee
Additional record drawing reviews	Each additional review	\$500
Land Disturbance Permit	Disturbance permit and MS4 inspections	2years \$3,000+\$200ac 5years \$4,500+ \$200/ac
	Preconstruction meeting	covered by LDP fee
	Inspection reports	covered by LDP fee
	Final inspection for NOT	covered by LDP fee
Re-inspection of final inspection		\$750
Permit renewal	Per year after initial permit expires	\$1,000
Modification to approved plans	Major, minor and owner revision	25% of original fee

**Infrastructure Fees**

Road inspections	Inspection of roadway base, first proof roll, asphalt paving, curb and gutter, and sidewalk	\$1250 +\$1/LF
Storm Drainage Pipe	Visual inspection at install, check of inverts, slope, and camera inspection as needed	\$0.25/LF
Reinspection of sub-standard infrastructure		\$250 every 500LF
Warranty Bond	(submission required to release construction surety) review of bond and release letters	\$250

**Non-compliance Fees**

Stop Work	A site inspection is required to lift a stop work order	\$1,200
Unauthorized work	Work without a permit or approval; fee is in addition to standard permitting fees	\$1,000

**Commercial Plan Review**

Review Type	Description of services	Proposed Cost
Preliminary Plan Review	Initial review & first submittal, initial record drawing review	\$1,250
Additional reviews	Each additional review	\$250
Additional record drawing reviews	Each additional review	\$250
Land Disturbance Permit	Disturbance permit and MS4 inspections	2years \$1,500+\$100/ac 5years \$3,500+ \$100/ac
	preconstruction meeting	covered by LDP fee
	inspection reports	covered by LDP fee
	final inspection for NOT	covered by LDP fee
Re-inspection of final inspection		\$750
Permit renewal	Per year after initial permit expires	\$1,000
Modification to approved plans	Major, minor and owner revision	25% of original fee
Linear Projects	Initial review & first submittal, initial record drawing review	based on disturbance
	< 1 acre	\$325
	>1 ac- 5 ac	\$500
	>5ac	\$750
	Additional reviews	50% original fee
	LDP linear projects >1ac	\$525
Small commercial	<1ac, no engineered infrastructure	\$325

Miscellaneous		
Encroachments	Work inside County right-of-way	\$300
SWPPPs	Level 1 project working under a SWPPP	\$300
SWPPPs	Level 2 project working under a SWPPP	\$500
Individual Lot Development	IL-NOI aggregating to >1 acre inside a larger common plan	\$300 + \$20/lot
*Fee waiver will apply to residents working on property they own		

**Plat Reviews**

Type	Description of services	Proposed Cost
Bonded Plat	Review of plat- initial review and first resubmittal	\$150 +\$20/lot
	Review of bond estimate and surety, 1 site inspection	\$500
Final Plat	Review of plat- initial review and first resubmittal	\$80 +\$10/lot
Additional reviews for any plat	Each additional review	\$250

**SECTION 17.** During its June 18, 2024 meeting, Richland County Council approved an increase in the Solid Waste rates effective July 1, 2024 (FY2025). The new rates for curbside, as approved, are as follows:

Solid Waste Rates FY2025:

- Residential Curbside \$385.58
- Backyard Pickup \$694.04
- Disability Backyard Service - \$385.58
- Commercial Curbside Service - \$771.16
- Rollcart Initial Setup Fee - \$75.00
- C&D Disposal at Richland County Landfill - \$27.50 per ton (waste must originate in Richland County)
- Yard/Land Clearing Debris/Dirt - \$27.50 per ton
- Brown Goods/Bulk Items - \$27.50 per ton
- Metal and Appliances - \$27.50 per ton
- Mattress/Box Spring – No Charge for Richland County Residents (Limit 2 per day, Mattress & Box Spring

are 1)

- Mattress/Box Spring Commercial - \$352.00 per ton
- Tires Commercial - \$1.50 each or \$150 per ton
- Residential Tire with proper identification – No Charge (Limit 4 per day)
- Large Commercial Truck Tires (22.5, AG, etc) - \$5.60 each
- Residential Electronic Waste (Up to 5 electronic items per day) – No Charge
- Commercial Electronic Waste, Landfill Only - \$1.10 per lb
- Residential Mulch – County residents receive mulch at no charge. Resident self-load. Landfill only
- Commercial Mulch - \$14.00 per ton, Landfill only
- Residential Latex Paint, No Charge for Richland County residents. (Up to 5 cans of any size per day)
- Commercial Latex Paint - \$1.10 per lb

**SECTION 18.** During its June 18, 2024 meeting, Richland County Council approved an increase in the Utilities’ fees for water effective July 1, 2024 (FY 2025). New fees, as approved, are as follows:

1st 1,000 gallons	\$23.00
Minimum base charge standard Meter	
Next 8,000 gallons	\$5.14/1000 gallons
Next 11,000 gallons	\$4.81/1000 gallons
Next 10,000 gallons	\$4.53/1000 gallons
Next 30,000 gallons	\$4.26/1000 gallons
Next 60,000 gallons	\$3.87/1000 gallons

**SECTION 19.** During its June 18, 2024 meeting, Richland County Council approved an increase in the Utilities’ fees for sewer effective July 1, 2024 (FY 2025). New fees, as approved, are as follows:

Sewer Rates:  
FY2025: \$74.91

**SECTION 20. Conflicting Ordinances Repealed.** All Ordinances or parts of Ordinances in conflict with the provisions of this Ordinance are hereby repealed.

**SECTION 21. 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 22. Effective Date.** This Ordinance shall become effective March 4, 2025

Richland County Council

By: \_\_\_\_\_

First Reading: FY 2025 – May 7, 2024  
Public Hearing: FY 2025 – May 23, 2024  
Second Reading: FY 2025 – June 4, 2024  
Third Reading: FY 2025 – June 18, 2024  
Budget Amendment: FY 2025 – March 4, 2025

# Richland County Council Request for Action

**Subject:**

Authorizing the grant of an option to acquire certain real property owned by Richland County, South Carolina to Mark Anthony Brewing, Inc.; authorizing the transfer of such real property on the exercise of the option by Mark Anthony Brewing, Inc., and the satisfaction of certain conditions as set forth in the option agreement; and other matters related thereto

**Notes:**

First Reading: February 4, 2025

Second Reading:

Third Reading:

Public Hearing:

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. \_\_\_\_\_

**AUTHORIZING THE GRANT OF AN OPTION TO ACQUIRE CERTAIN REAL PROPERTY OWNED BY RICHLAND COUNTY, SOUTH CAROLINA TO MARK ANTHONY BREWING, INC.; AUTHORIZING THE TRANSFER OF SUCH REAL PROPERTY ON THE EXERCISE OF THE OPTION BY MARK ANTHONY BREWING, INC. AND THE SATISFACTION OF CERTAIN CONDITIONS AS SET FORTH IN THE OPTION AGREEMENT; AND OTHER MATTERS RELATED THERETO**

WHEREAS, pursuant to Title 4, Chapter 9 of the Code of Laws of South Carolina, 1976, as amended, Richland County, South Carolina (“County”), acting by and through its County Council (“County Council”), is authorized to enter into contracts and to grant interests in and sell its real property;

WHEREAS, the County and Mark Anthony Brewing, Inc. (“Mark Anthony”) previously entered into that certain Additional Project Land Purchase agreement effective as November 10, 2020 (as amended and supplemented, the “Purchase Agreement”) pursuant to which the County transferred to Mark Anthony certain property (“Property”) located adjacent to Mark Anthony’s existing facility (“Existing Facility”) in the County;

WHEREAS, the County transferred the Property to Mark Anthony for the purpose of Mark Anthony locating either an expansion of the Existing Facility or a supplier benefitting the operations at the Existing Facility on such Property which, in either case, the County expected would result in an investment in taxable real and personal property in excess of One Hundred Fifty Million and No/100 Dollars (\$150,000,000.00) (collectively “Additional Project”);

WHEREAS, pursuant to the Purchase Agreement, the County transferred the Property to Mark Anthony subject to a right of reversion which was conditioned on the non-occurrence of the Additional Project by a date certain (the “Reversion Right”);

WHEREAS, the conditions required to trigger the Reversion Right were satisfied and Mark Anthony is reconveying the Property back to the County;

WHEREAS, Mark Anthony has represented to the County that it expects to undertake the Additional Project (or cause the Additional Project to be undertaken);

WHEREAS, to encourage the Additional Project, the County, as optionor and seller, desires to grant an option in the Property to Mark Anthony, as optionee and seller, pursuant to the Option Agreement, the substantially final form of which is attached hereto as Exhibit A (“Option Agreement”); and

WHEREAS, the terms of the Option Agreement grant to Mark Anthony an option to acquire the Property (as more particularly described in the Option Agreement) subject to achieving certain conditions as set forth in the Option Agreement, including the Mark Anthony demonstrating, to the County’s satisfaction, that Mark Anthony is prepared to proceed with the Additional Project.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY COUNCIL:

**Section 1. Findings.** County Council determines that the grant of the option in the Property to Mark Anthony and, on the valid exercise of the option by Mark Anthony, the transfer of the Property to Mark

Anthony are each proper governmental and public purposes and are anticipated to benefit the general public welfare of the County.

**Section 2. Approval of Option and Transfer of the Property; Authorization to Execute the Option Agreement.** County Council approves the option and transfer of the Property by the County subject to the terms and conditions of the Option Agreement. County Council authorizes each of the County Council Chair and the County Administrator to execute and deliver the Option Agreement, the final form, terms and provisions of which shall be finally approved by the County Council Chair or the County Administrator, following receipt of advice from counsel to the County, with the execution of the Option Agreement by the County Council Chair or the County Administrator to constitute conclusive evidence of the final approval thereof.

**Section 3. Further Acts.** County Council authorizes each of the County Council Chair, the County Administrator, or the Director of Economic Development, following receipt of advice from counsel to the County, to take such further acts and to each individually approve and execute whatever further instruments on behalf of the County, including a deed for the Property or other closing affidavits and certificates, as deemed necessary, desirable or appropriate to effect the transactions described in this Ordinance and the Option Agreement. Any actions taken in the name of the County prior to the effective date of this Ordinance with respect to the Property are expressly ratified and confirmed.

**Section 4. General Repealer.** Any ordinance, resolution, or other order of County Council, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

**Section 5. Effectiveness.** This Ordinance is effective after third reading and a public hearing.

RICHLAND COUNTY, SOUTH CAROLINA

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Chairman of County Council

(SEAL)  
ATTEST:

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Clerk to County Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

READINGS:

First Reading: February 4, 2025  
Second Reading: February 11, 2025  
Public Hearing:  
Third Reading:

**EXHIBIT A**  
**FORM OF OPTION AGREEMENT**



STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF RICHLAND )

**OPTION AGREEMENT**

THIS OPTION AGREEMENT (the “*Agreement*”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2025 (“*Effective Date*”), by and between **RICHLAND COUNTY, SOUTH CAROLINA**, a political subdivision of the State of South Carolina (“*Optionor*”) and **MARK ANTHONY BREWING, INC.**, a Delaware corporation (“*Optionee*”).

WHEREAS, Optionor, as seller, and Optionee, as purchaser, entered into that certain Additional Project Land Purchase agreement effective November 10, 2020, whereby Optionor agreed to convey the Property, as hereinafter defined, to Optionee (the “*Purchase Agreement*”) to be used for either the expansion of the Optionee’s existing facility adjacent to the Property, or to be sold to a supplier of Optionee for uses benefiting the Optionee, with investment in such facilities, in either case, in excess of One Hundred Fifty Million and No/100 Dollars (\$150,000,000.00);

WHEREAS, Pursuant to the Purchase Agreement, Optionor conveyed the Property to Optionee in that certain Limited Warranty Deed to Real Estate with Reverter dated November 24, 2020, and recorded on November 24, 2020, in Book 2554, at Page 2325, in the Office of the Register of Deeds for Richland County, South Carolina (the “*Sale Deed*”);

WHEREAS, The Sale Deed contained a right of reversion reserved by the Optionor which was conditioned on the non-occurrence of certain conditions more fully set forth in the Deed and Purchase Agreement (the “*Reversion Right*”);

WHEREAS, The conditions required to trigger the Reversion Right were satisfied;

WHEREAS, In lieu of Optionor utilizing the Reversion Right, Optionee has conveyed the Property to Optionor pursuant to that certain Limited Warranty Deed to Real Estate, dated of even date herewith (the “*Optionee Deed*”), and, as consideration therefor, Optionor has agreed to grant Optionee an option to to purchase the Property and enter into this Agreement for that purpose.

**W I T N E S S E T H :**

1. Option to Purchase: Termination of Reversion Right.

(a) For and in consideration of the Optionee Deed, the receipt and legal sufficiency of which is hereby acknowledged by the parties hereto, the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Optionor hereby grants to Optionee and its assigns, the irrevocable right and option (“*Option*”) to purchase, at any time through the Option Date (as hereinafter defined), the Property (as hereinafter defined), on the terms and conditions set forth in this Agreement, including without limitation, satisfaction of the Option Condition (as defined below).

(b) The Parties agree that the Reversion Right is terminated and the memorandum of agreement to be recorded pursuant to Section 26 hereof will contain a statement to that effect.

2. Property Subject to Option. The following shall be the property subject to this Agreement (the “*Property*”):

All that certain piece, parcel or lot of land with any improvement thereon, situate lying and being in the County of Richland, State of South Carolina, consisting of approximately 63.62 total acres at Longwood Road and bearing Richland tax map number R16100-02-16, as more fully described on Exhibit A, attached hereto and incorporated by reference.

3. Option Term/Closing.

(a) The term of the Option shall commence on the Effective date and end **three (3) years** from the Effective Date ("**Option Date**"), unless terminated earlier at the option of Optionee. At any time on or before the Option Date, subject to the satisfaction of the Option Condition, as hereinafter defined, Optionee may elect to exercise the Option by providing Optionor written notification of its election ("**Exercise**"). The date such notification is mailed or hand delivered to Optionor shall be the "**Notification Date**." In the event Optionee timely elects to exercise the Option granted herein, the Closing (as hereinafter defined) of the Property shall proceed pursuant to the terms and conditions as set forth herein. In the event Optionee terminates this Option or fails to mail or otherwise deliver to Optionor written notification of its exercise of the Option prior to the Option Date, then this Agreement will become null and void and neither party hereto shall have any further rights or obligation hereunder, except as otherwise specifically set forth herein.

(b) In the event that Optionee elects to exercise this Option, it must be exercised as to the entire Property, and Optionee may not exercise the Option with respect to only a portion of the Property.

(c) Provided that Optionee has timely delivered the Exercise of the Option as set forth in Section 3(a) above, the closing of the purchase and sale of the Property ("**Closing**") will be held at a location to be determined by the Optionee on any date ("**Closing Date**") which is on or before that date which is sixty (60) days following the Notification Date, at Optionee's option. Optionee shall give Optionor written notice of the Closing Date at least ten (10) days in advance thereof.

4. Option Condition; Right of Repurchase; Payment Obligation.

(a) Option Requirement. In order to exercise the Option, Optionee must, to the reasonable satisfaction of Optionor, be prepared to proceed with the construction of a manufacturing, distribution, corporate office, quality center (or some combination of the foregoing) facility with a minimum investment in real property improvements and personal property of not less than **One Hundred Fifty Million Dollars (\$150,000,000.00)** (a "**Qualifying Project**") within six (6) months of the Closing Date (the "**Option Condition**"). Optionee shall provide Optionor with any documentation reasonably required by Optionor to verify that Optionee is prepared to proceed with the Qualifying Project pursuant to the foregoing sentence, including without limitation, plans and specifications, budgets, and/or executed construction contracts.

(b) Right of Repurchase. The Deed, as hereinafter defined, shall include a right of repurchase of the Property for the Purchase Price (as defined below) if construction of the Qualifying Project is not commenced within six (6) months of the Closing Date. For the purposes of this Agreement, construction shall be deemed to have commenced when the construction of material vertical improvements incorporating steel into the Qualifying Project has commenced, such as the support structure for buildings to be included in the Qualifying Project.

(c) Failure to Complete; Secured Payment Obligation. The Deed, as hereinafter defined, or such other separate agreement as the parties may agree upon, shall include a contingent payment obligation (the "**Payment Obligation**") if construction of the Qualifying Project is begun but the construction of the Qualifying Project is not complete in all material respects by the date which is **three (3) years** following the Closing Date, with completion evidenced by issuance of a final certificate of

occupancy (the “*Final C.O.*”) for the full Qualifying Project. The amount of the Payment Obligation shall be (i) **Eight Million Eight Hundred Ninety-Eight Thousand One Hundred Fifty Dollars (\$8,898,150.00)** (the “*Lump Sum Payment*”), which the parties have agreed is equal to the net present value of five years of projected ad valorem taxes on the Qualifying Project; or (ii) a pro rata portion of the Lump Sum Payment should the Final C.O. be issued but the facility does not qualify as a Qualifying Project due to a shortfall in the \$150,000,000 investment requirement, with the percentage portion of the Lump Sum Payment due being equal to the percentage by which the total investment is less than \$150,000,000, but in no event shall the actual investment be less than \$100,000,000 and in the event that it is, the full lump sum payment shall be due. The Payment Obligation shall be represented by a conditional promissory note (the “*Payment Obligation Note*”) and secured by a mortgage on the Property (the “*Payment Obligation Mortgage*”), both delivered by Optionee to Optionor at Closing.

5. Purchase Price: Method of Payment. The purchase price (“*Purchase Price*”) for the Purchase shall be Ten and No/100 Dollars (\$10.00).

6. Prorations and Adjustments to Purchase Price. The following prorations and adjustments shall be made between Optionee and Optionor at Closing, or thereafter if Optionee and Optionor shall agree, with respect to the Purchase Price:

(a) All city, state and county ad valorem taxes (other than rollback taxes) and similar impositions levied or imposed upon or assessed against the Property, if any, (hereinafter called the “*Impositions*”) for the year in which Closing occurs shall be prorated as of the Closing Date. Optionor shall have no obligation to pay any rollback taxes, if any. In the event the Impositions for such year are not determinable at the time of Closing, said Impositions shall be prorated on the basis of the best available information, and the parties shall re-prorate the Impositions for such year promptly upon the receipt of the imposition bills for such year and shall make between themselves any equitable adjustment required by reason of any difference between the estimated amount of the Impositions used as a basis for the proration at Closing and the actual amount of the Impositions for such year. This obligation shall survive Closing and recordation of the Deed. In the event any of the Impositions are due and payable at the time of Closing, the same shall be paid at Closing. If the Impositions are not paid at Closing, Optionee shall be responsible for payment in full of the Impositions within the time fixed for payment thereof and before the same shall become delinquent. Optionor shall deliver to Optionee the bills for the Impositions promptly upon receipt thereof.

(b) Any other items which are customarily prorated in connection with the purchase and sale of properties similar to the Property shall be prorated as of the Closing Date.

7. Title.

(a) Optionor covenants to convey to Optionee at Closing fee simple marketable title in and to the Property by limited warranty deed, subject only to the following: (i) current city, state and county ad valorem taxes not yet due and payable; (ii) easements of record for the installation or maintenance of public utilities serving only the Property; (iii) those certain “Permitted Encumbrances” set forth on Exhibit B in the Sale Deed, incorporated herein by this reference; and (iv) matters deemed permitted exceptions pursuant to Section 7(b), below (collectively, “*Permitted Exceptions*”).

(b) Within sixty (60) days of the Notification Date (such period being referred to herein as the “*Title Review Period*”), Optionee may, at Optionee’s expense, examine the title to the Property and shall give Optionor written notice prior to the Option Date of any objections which render Optionor’s title less than fee simple marketable title or which may hinder, impede or result in additional costs to Optionee to develop and construct the Qualifying Project (each a “*Title Objection*”), provided Optionee shall have no right to object to any matters to the extent the same are Permitted Exceptions.

Optionor shall have until Closing in which to satisfy all Title Objections specified in Optionee's initial notice of Title Objections, provided that, Optionor shall not be obligated to cure any Title Objections except as specified in 7(c), below. If Optionor fails to satisfy any Title Objection (other than specified in 7(c) below), then, at the option of Optionee, Optionee may, as Optionee's sole remedy therefor: (i) terminate this Agreement, in which event all obligations of the parties under this Agreement shall expire, and except as expressly set forth herein to the contrary, this Agreement shall be of no further force or effect, or (ii) waive the Title Objection and such Title Objections which Optionee has not cured shall be deemed to become Permitted Exceptions for the purposes of this Agreement. In the event Optionee does not terminate prior to Closing, Optionee shall be deemed to have elected to proceed under (ii), above. Subsequent to the Notification Date, Optionee may update title to the Property, and if any matters of title have arisen since the Effective Date, Optionee shall give written notice to Optionor of the same, and the same provisions shall apply with respect to the obligations of Optionor and Optionee's rights and remedies in the event that Optionor does not cure the Title Objections. To the extent not the subject of a Title Objection, as of the expiration of the Title Review Period, any and all matters of title in existence as of the Notification Date shall be deemed to become Permitted Exceptions hereunder.

(c) From and after the Effective Date of this Agreement through Closing, Optionor shall not mortgage, grant easements (other than utility easements within twenty-five (25) feet of the boundary of the Property as approved by Optionee) on, or otherwise encumber the Property (except with obligations that can be paid at closing), or allow or conduct any construction or any other activities or any uses of the Property. With respect to any encumbrances or any activities which are not permitted pursuant to the foregoing sentence, Optionor shall request Optionee's consent if it desires to grant such encumbrances, activities or uses which Optionee may refuse or grant in its reasonable discretion. Optionee shall have all remedies available to it by law for violation of Optionor's obligations under this section 7(c). and shall be entitled to recover reasonable attorneys' fees.

8. Survey.

(a) Optionee may, obtain, at Optionee's expense, a survey of the Property ("**Survey**") prepared by a surveyor registered and licensed in the State of South Carolina. Such survey shall be signed and certified by the surveyor. Optionor shall deliver a quitclaim deed using the legal description of the Property derived from the Survey.

(b) Optionee shall, prior to the expiration of the Title Review Period, give Optionor written notice pursuant to this Agreement if Optionee objects to a specific matter which affects the fee simple title to the Property shown on the said Survey (each a "**Survey Objection**"), provided Optionee shall have no right to object to any matters to the extent the same are Permitted Exceptions, and Optionor shall, within ten (10) days after Optionee has received notice, elect by written notice to Optionee to at Optionor's sole cost and expense, take such actions as may be necessary to correct such of said objections as Optionee specifies in said notice provided that, Optionor shall not be obligated to cure any Survey Objections unless created, allowed, or permitted by Optionor in violation of this Agreement. In the event Optionor elects to correct less than all of such objections or elects option (ii) above, Optionee shall have until Closing, to elect to (1) proceed with this Agreement and waive the Survey Objection which Optionor has elected not to correct, or (2) pursue all remedies available to it at law, including the recovery of reasonable attorneys' fees, or (3) elect to terminate the this Agreement which shall then be of no further force or effect. The failure by Optionee to give Optionor notice of Optionee's election shall be deemed to be an election of option (1) above. To the extent not the subject of a Survey Objection, as of the expiration of the Title Review Period, any and all matters of survey in existence as of the Notification Date shall be deemed to become Permitted Exceptions hereunder.

9. Investigation of the Property.

(a) Between the Effective Date hereof and the Closing Date, Optionee and Optionee's agents and designees shall have the right to enter the Property, upon provision of not less than forty-eight (48) hours notice to Optionor, for the purposes of inspecting the Property and making surveys, mechanical and structural engineering studies, and any other investigations and inspections as Optionee may reasonably require to assess the condition of the Property (collectively, the "***Optionee Due Diligence Materials***"); *provided, however*, that such activities by or on behalf of Optionee shall not damage the Property. If Optionee fails to exercise the option, then any and all Optionee Due Diligence Materials will be delivered to the Optionor, at no expense, within thirty days of Optionee's notice not to exercise the option. Notwithstanding the foregoing or anything in this Agreement to the contrary, in no event shall Optionor conduct any testing or other examination of the Property more invasive than a Phase I Environmental Assessment without the express written consent of Optionor, which may be withheld in Optionor's sole discretion. In all events, Optionee shall repair any and all damage to the Property which results from Optionee's exercising of Optionee's rights to access the Property pursuant to the terms of this Section and the Agreement.

(b) Optionee hereby agrees to indemnify Optionor for any and all claims, demands, actions, losses, costs, damages, liabilities and expenses (including, without limitation, reasonable attorneys' fees, costs of litigation and the cost and expense of removing or bonding over any liens affecting the Property) actually incurred by Optionor by reason of the Optionee's exercise of the rights, duties and privileges granted to Optionee in this Section 9. The obligations of Optionee contained in the immediately preceding sentence and Section 9(a), above, shall expressly survive the Closing or any termination of this Agreement, in each case for a period of one (1) year.

10. Proceedings at Closing. On the Closing Date, the Closing shall take place as follows:

(a) Optionor shall deliver to Optionee the following documents and instruments, duly executed by or on behalf of Optionor: (i) limited warranty deed, in recordable form and with Transferor Affidavit attached, conveying the Property; (ii) an Owner's Affidavit, in form and substance reasonably acceptable to Optionee's title insurer and Optionee, with respect to the Property; and (iii) such other documents as may be reasonably required by Optionee's title insurer as a condition to insuring Optionee's title to the Property free of exceptions other than the Permitted Exceptions.

(b) Optionee shall deliver to Optionor the following funds, documents and instruments, duly executed on behalf of Optionee: (i) the Purchase Price in accordance with the terms of this Agreement; (ii) the Payment Obligation Note and Payment Obligation Mortgage, and (iii) evidence in form and substance reasonably satisfactory to Optionor that Optionee has the power and authority to execute and enter into this Agreement and to consummate the purchase and sale of the Property.

11. Costs of Closing.

(a) Optionor shall pay the commission of any broker involved in the sale of the Property, and other fees or charges of any kind or nature customarily paid by sellers in similar transactions in South Carolina.

(b) Optionee shall pay its attorney fees, the costs associated with any financing obtained by Optionee, Optionee's inspection costs, the transfer fees associated with the recording of the limited warranty deed, all costs and expenses associated with the preparation of the title commitment and the premium for the owner's policy of title insurance to be issued in favor of Optionee insuring Optionee's title to the Property pursuant to Section 7(b) hereof, the cost of the Survey, and the recording costs associated with the recording of the Optionor's deed to Optionee. Optionee shall also pay Optionor's attorneys' fees; *provided, however*, such fees will not exceed (i) \$10,000 on the date of execution of this Agreement and conveyance of the Property to Optionor, and (ii) \$10,000 at the closing of any conveyance of the Property to

Optionee pursuant to this Agreement. The foregoing limitation shall not apply to any attorneys' fees of Optionor incurred in connection with any incentives granted to Optionee at the time of conveyance of the Property back to Optionee and which Optionee agrees to pay pursuant to separate agreement.

(c) All other costs and expenses of the transaction contemplated hereby shall be borne by the party incurring the same.

12. Possession at Closing. In the event Optionee timely delivers its Exercise, Optionor shall surrender possession of the Property to Optionee on the Closing Date.

13. Warranties, Representations, Additional Covenants of Optionor and Optionee.

(a) In order to induce Optionee to enter into this Agreement, Optionor represents and warrants to Optionee as follows:

(i) That this Agreement has been duly authorized and executed on behalf of Optionor and constitutes the valid and binding agreement of Optionor, enforceable against Optionor in accordance with its terms.

(ii) There are no actions, suits or proceedings pending or threatened against, by or affecting Optionor which affect title to the Property or which question the validity or enforceability of this Agreement or of any action taken by Optionor under this Agreement, in any court or before any governmental authority, domestic or foreign; and that there are no pending, threatened or contemplated condemnation actions involving all or any portion of the Property.

(iii) That the execution and delivery of the documents and instruments to be executed and delivered by Optionor on the Closing Date, and the performance by Optionor of Optionor's duties and obligations under this Agreement and of all other acts necessary and appropriate for the full consummation of the purchase and sale of the Property as contemplated by and provided for in this Agreement, are, to the best of Optionor's knowledge, consistent with and not in violation of, and will not create any adverse condition under, any contract, agreement or other instrument to which Optionor is a party, or any judicial order or judgment of any nature by which Optionor is bound.

(iv) There is no pending litigation or dispute concerning the location of the lines and corners of the Property and such lines and corners are clearly marked.

(b) In the event Optionee timely delivers its Exercise, the obligation of Optionee that arises to purchase the Property at Closing and to perform under this Agreement shall be subject to the representations and warranties made by Optionor in this Agreement being true as of the date of this Agreement and as of the Closing Date, and Optionor having performed all covenants and obligations and complied with all conditions required of it by this Agreement. Such representations and warranties shall survive the Closing or termination of this Agreement for a period of six (6) months.

14. Remedies

(a) Provided that Optionee has timely delivered its Exercise and further provided that Optionor is not in default under this Option, if the purchase and sale of the Property is not consummated in accordance with the terms and conditions of this Agreement due to circumstances or conditions which constitute a default by Optionee under this Agreement and such default is not cured within ten (10) days after written notice by Optionor to Optionee specifying the default, then, as Optionor's sole remedy therefor, Optionor shall be entitled to terminate this Agreement by giving written notice of strict termination to Optionor whereupon the Option Consideration shall be returned to Optionee, and this

Agreement shall be deemed null and void and of no further force or effect, and no party hereto shall have any further rights, obligations or liabilities hereunder other than those obligations which expressly survive termination, provided that, if Optionee defaults with respect to Optionee's indemnification or repair obligations set forth in this Agreement, then, in addition to the foregoing remedy, Optionor shall be entitled to seek any and all remedies available at law or equity.

(b) Provided that Optionee has timely delivered its Exercise and further provided that Optionee is not in default under this Option, if the purchase and sale of the Property is not consummated in accordance with the terms and conditions of this Agreement due to circumstances or conditions which constitute a default by Optionor under this Agreement, and such default is not cured within ten (10) days after written notice by Optionee specifying the default, then, as Optionee's sole remedy therefor, Optionee shall be entitled to either (i) terminate this Agreement by giving written notice of strict termination to Optionor whereupon the Option Consideration shall be returned to Optionee, and this Agreement shall be deemed null and void and of no further force or effect, and no party hereto shall have any further rights, obligations or liabilities hereunder other than those which expressly survive termination, or (ii) seek specific performance of this Agreement; provided, however, that (i) Optionee shall, at all times, remain entitled to the remedies in Section 7(c) hereof; and (ii) in the event that the court is unable to enforce specific performance of this Agreement as a result of a grossly negligent or intentional act of Optionor in violation of its obligations under this Agreement, Optionee shall be entitled to recover its damages in lieu of specific performance.

15. Condemnation. In the event of the taking of all or any portion of the Property by eminent domain proceedings (other than by Optionor), or the commencement or bona fide threat of the commencement of any such proceedings, prior to Closing, Optionee shall have the right at Optionee's option, to terminate this Agreement by giving written notice thereof to Optionor prior to Closing, in which event the Option Consideration shall be refunded to Optionee promptly upon request, all rights and obligations of the parties under this Agreement shall expire, and this Agreement shall become null and void. If Optionee does not so terminate this Agreement, Optionor shall either (i) assign to Optionee at Closing all rights of Optionor in and to any awards or other proceeds paid or payable thereafter by reason of any taking, or (ii) if such award or payment is made to Optionor prior to closing, the Purchase Price will be reduce by an amount equal to the award or payment. Optionor shall notify Optionee of eminent domain proceedings within five (5) days after Optionor learns thereof.

16. Assignment. This Agreement may not be assigned by Optionee, in whole or in part, without the express written consent of Optionor, which may be withheld in Optionor's sole discretion.

17. Parties. This Agreement shall be binding upon, enforceable against, and shall inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.

18. Brokers. Each party represents and warrants to the other that they have not retained any broker or other third party which would be entitled to brokerage commissions or fees payable in connection with this Agreement or the purchase and sale of the Property. Optionee shall and does hereby indemnify, defend and hold harmless Optionor from and against the claims, demands, actions, and judgments of any other brokers, agents and other intermediaries alleging a commission, fee or other payment to be owing by reason of its dealings, negotiations or communications in connection with this Agreement or the purchase and sale of the Property. The indemnity obligation contained in this Section 18 shall expressly survive the Closing or any termination of this Agreement. Optionor shall reimburse Optionee for any commission, fee, or other payment owing by reason of its dealings, negotiations or communications in connection with this Agreement or the purchase and sale of the Property. The reimbursement obligation contained in this Section 18 shall expressly survive the Closing or any termination of this Agreement.

19. Survival. Except as expressly stated to the contrary, all of the representations, covenants and warranties of the parties in this Agreement shall survive the consummation of the purchase and sale of the Property on the Closing Date for a period of six (6) months.

20. Modification. This Agreement supersedes all prior discussions and agreements between Optionee and Optionor with respect to the purchase and sale of the Property and other matters contained herein, and contains the sole and entire understanding between Optionee and Optionor with respect thereto. This Agreement shall not be modified or amended except by an instrument in writing executed by or on behalf of Optionor and Optionee.

21. Applicable Law. This Agreement shall be governed construed under and interpreted and enforced in accordance with the laws of the State of South Carolina and any litigation hereunder shall be conducted in state or federal court in South Carolina.

22. Time. Time is and shall be of the essence of this Agreement.

23. Captions. The captions and headings used in this Agreement are for convenience only and do not in any way restrict, modify or amplify the terms of this Agreement.

24. Exhibits. Each and every exhibit referred to or otherwise mentioned in this Agreement is and shall be construed to be made a part of this Agreement by such reference or other mention at each point at which such reference or other mention occurs, in the same manner and with the same effect as if each exhibit were set forth in full and at length every time it is referred to or otherwise mentioned.

25. Notices. All notices, elections and communications permitted or required hereunder shall be in writing, signed by the party making the same, and shall be delivered personally, sent by reputable overnight delivery service or by registered or certified mail, return receipt requested, at the addresses set forth below. The date of such notice or communication shall be the date of personal delivery, signed receipt for overnight delivery, or mailing as the case may be, unless otherwise specified herein. In the event any date on which any notice or election is required to be made hereunder falls on Saturday, Sunday or federal, state or county holiday, then, the date on which such notice is required to be given or made hereunder shall, for all purposes, be deemed to be the next following business day.

Optionee: Mark Anthony Brewing  
145 S. Wells Street, Suite 900  
Attn: President  
Phone: (312) 202 3727

With a copy to: Nelson Mullins Riley & Scarborough  
1320 Main Street, 17<sup>th</sup> Floor  
Columbia, South Carolina 29201  
Attn: Edward Kluiters  
Phone: (803) 255-9245

Optionor: Richland County, South Carolina  
2020 Hampton Street  
Columbia, South Carolina 29201  
Attn: County Administrator  
Phone: (803) 576-2050

With a copy to: Parker Poe Adams & Bernstein LLP  
1221 Main Street, #1100



Columbia, South Carolina 29201  
Attn: Todd Haynie  
Phone (803) 253-8915

26. Memorandum. A memorandum of this Agreement shall be executed and duly acknowledged by Optionor and Optionee for the purpose of recording within ten (10) days from the Effective Date hereof.

27. Force Majeure. Neither party hereto shall be considered in default in the performance of its obligations hereunder for any failure or delay in performance which is due to an event beyond the reasonable control of the party affected, including but not limited to a strike, lockout, concerted act of workers or other industrial disturbance, fire, explosion, flood, or other natural catastrophe, civil disturbance, riot, or armed conflict whether declared or undeclared, pandemics, acts of God, national emergencies, wars, acts of terrorism, riots, federal, state, or local laws, rules, or regulations, embargo, unexpected soil conditions, or any other cause similar to the causes or categories of causes described above.

*Signautre Pages to Follow*

IN WITNESS WHEREOF, the Optionor has caused this Agreement to be executed by its duly authorized officer this \_\_\_\_ day of \_\_\_\_\_, 2025.

**WITNESSES:**

\_\_\_\_\_  
  
\_\_\_\_\_

**OPTIONOR:**

**Richland County, South Carolina**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**STATE OF SOUTH CAROLINA  
COUNTY OF RICHLAND**

**ACKNOWLEDGMENT**

I, \_\_\_\_\_, Notary Public, certify that \_\_\_\_\_, **as**  
\_\_\_\_\_ **of Richland County, South Carolina**, personally came before me this day and voluntarily executed the foregoing as his/her act and deed.

Witness my hand and official seal,  
this the \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public for South Carolina

My Commission Expires \_\_\_\_\_

IN WITNESS WHEREOF, the OPTIONEE has caused this Agreement to be executed by its duly authorized officer this \_\_\_\_ day of \_\_\_\_\_, 2024.

**WITNESSES:**

\_\_\_\_\_  
\_\_\_\_\_

**OPTIONEE:**

**Mark Anthony Brewing, Inc.,**  
a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**COMMONWEALTH OF VIRGINIA**

**COUNTY OF \_\_\_\_\_**

**ACKNOWLEDGMENT**

I, \_\_\_\_\_, Notary Public, certify that \_\_\_\_\_, as \_\_\_\_\_ of **MARK ANTHONY BREWING, INC.**, a Delaware corporation, personally came before me this day and voluntarily executed the foregoing as his/her act and deed.

Witness my hand and official seal,  
this the \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public for South Carolina

My Commission Expires \_\_\_\_\_

Exhibit A  
Legal Description of the Property

All that certain piece, parcel or tract of land situate, lying and being in the County of Richland, State of South Carolina, being identified as "Tract B" containing 63.62 acres, more or less, on a plat prepared for Mark Anthony Brewing Inc. by William E. Hayes, PLS dated November 18, 2020 and recorded on November 24, 2020 in Plat Book 2554 at Page 2324 in the Office of the Register of Deeds of Richland County, South Carolina, reference to said plat being hereby made for a more complete metes and bounds description thereof.

Derivation: This being the same property conveyed to Mark Anthony Brewing Inc., by deed of Richland County, South Carolina, recorded in the Office of the Register of Deeds for Richland County on November 24, 2020 in Book 2554, at Page 2325.

For Informational Purposes Only: Richland County TMS Number 16100-02-16

# Richland County Council Request for Action

**Subject:**

Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of a public infrastructure credit agreement to provide for public infrastructure credits to Killian Woods Development, LLC; and other related matters

**Notes:**

First Reading: February 4, 2025

Second Reading:

Third Reading:

Public Hearing:

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. \_\_\_\_\_

**AUTHORIZING THE EXPANSION OF THE BOUNDARIES OF THE I-77 CORRIDOR REGIONAL INDUSTRIAL PARK JOINTLY DEVELOPED WITH FAIRFIELD COUNTY TO INCLUDE CERTAIN PROPERTY LOCATED IN RICHLAND COUNTY; THE EXECUTION AND DELIVERY OF A PUBLIC INFRASTRUCTURE CREDIT AGREEMENT TO PROVIDE FOR PUBLIC INFRASTRUCTURE CREDITS TO KILLIAN WOODS DEVELOPMENT, LLC; AND OTHER RELATED MATTERS.**

WHEREAS, Richland County (“County”), acting by and through its County Council (“County Council”), is authorized pursuant to the provisions of Article VIII, Section 13(D) of the South Carolina Constitution and the provisions of Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended (collectively, “Act”), to (i) develop a multicounty park with counties having contiguous borders with the County; and (ii) include property in the multicounty park which inclusion under the terms of the Act (A) makes such property exempt from *ad valorem* property taxes, and (B) changes the character of the annual receipts from such property to fees-in-lieu of *ad valorem* property taxes in an amount equal to the *ad valorem* taxes that would have been due and payable but for the location of the property in such multicounty park (“Fee Payments”);

WHEREAS, the County is further authorized by Section 4-1-175 of the Act, to grant credits against Fee Payments (“Public Infrastructure Credit”) to pay costs of designing, acquiring, constructing, improving or expanding infrastructure serving the County (collectively, “Public Infrastructure”);

WHEREAS, pursuant to the authority provided in the Act, the County has developed with Fairfield County, South Carolina (“Fairfield”), the I-77 Corridor Regional Industrial Park (“Park”) and executed the Amended and Restated Master Agreement Governing the I-77 Corridor Regional Industrial Park, dated September 1, 2018 (“Park Agreement”), which governs the operation of the Park;

WHEREAS, Killian Woods Development, LLC (“Company”) desires to develop a establish townhome-style rental unit community within the County (“Project”), consisting of taxable investments in real and personal property of not less than \$38,050,000;

WHEREAS, at the Company’s request, the County desires to expand the boundaries of the Park and amend the Park Agreement to include the real and personal property relating to the Project (“Property”) in the Park;

WHEREAS, the City of Columbia, South Carolina, the municipality in which the Property is located, must consent to the expansion of the boundaries of the Park to include the Property in the Park in accordance with Section 4-1-170(C) of the Act; and

WHEREAS, the County further desires to enter into a Public Infrastructure Credit Agreement between the County and the Company, the substantially final form of which is attached as Exhibit A (“Agreement”), to provide Public Infrastructure Credits against certain of the Company’s Fee Payments with respect to the Project for the purpose of assisting in paying the costs of certain Public Infrastructure.

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

**Section 1. *Statutory Findings.*** Based on representations made by the Company to the County, the County finds that the Project and the Public Infrastructure will enhance the economic development of the County and promote the welfare of its citizens.

**Section 2. *Expansion of the Park Boundaries, Inclusion of Property.*** The expansion of the Park boundaries and an amendment to the Park Agreement to include the Property in the Park is, contingent upon the City of Columbia's consent to such expansion in accordance with Section 4-1-170(C) of the Act, authorized. The Chair of County Council ("Chair"), is authorized to execute such documents and take such further actions as may be necessary to complete the expansion of the Park boundaries and the amendment to the Park Agreement. Pursuant to the terms of the Park Agreement, the expansion of the Park's boundaries to include the Property is complete on the adoption of this Ordinance by County Council, receipt of the consent of the City of Columbia as to the inclusion of the Property in the Park, and delivery of written notice to Fairfield of the inclusion of the Property, which written notice shall include a copy of this Ordinance and identification of the Property.

**Section 3. *Approval of Public Infrastructure Credit; Authorization to Execute and Deliver Agreement.*** The Public Infrastructure Credits, as more particularly set forth in the Agreement, against the Company's Fee Payments with respect to the Project are approved. The form, terms and provisions of the Agreement that is before this meeting are approved and all of the Agreement's terms are incorporated in this Ordinance by reference as if the Agreement was set out in this Ordinance in its entirety. The Chair is authorized and directed to execute the Agreement in the name of and on behalf of the County, subject to the approval of any revisions or changes as are not materially adverse to the County by the County Administrator and counsel to the County, and the Clerk to County Council is hereby authorized and directed to attest the Agreement and to deliver the Agreement to the Company.

**Section 4. *Further Assurances.*** The County Council confirms the authority of the Chair, the County Administrator, the Director of Economic Development and the Clerk to County Council, and various other County officials and staff, acting at the direction of the Chair, the County Administrator, the Director of Economic Development or Clerk to County Council, as appropriate, to take whatever further action and to negotiate, execute and deliver whatever further documents as may be appropriate to effect the intent of this Ordinance and the incentives offered to the Company under this Ordinance and the Agreement.

**Section 5. *Savings Clause.*** The provisions of this Ordinance are separable. If any part of this Ordinance is, for any reason, unenforceable then the validity of the remainder of this Ordinance is unaffected.

**Section 6. *General Repealer.*** Any prior ordinance, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

**Section 7. *Effectiveness.*** This Ordinance is effective after its third reading and public hearing.

RICHLAND COUNTY, SOUTH CAROLINA

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Chair, Richland County Council

(SEAL)  
ATTEST:

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Clerk of Council, Richland County Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

First Reading: February 4, 2025  
Second Reading: February 11, 2025  
Public Hearing:   
Third Reading:



**EXHIBIT A**  
**FORM OF AGREEMENT**

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**PUBLIC INFRASTRUCTURE CREDIT AGREEMENT**

**by and between**

**RICHLAND COUNTY, SOUTH CAROLINA**

**and**

**KILLIAN WOODS DEVELOPMENT, LLC**

**Effective as of: [\_\_\_\_\_, 2025]**

## PUBLIC INFRASTRUCTURE CREDIT AGREEMENT

This PUBLIC INFRASTRUCTURE CREDIT AGREEMENT, effective as of [\_\_\_\_\_, 2025] (“Agreement”), is by and between RICHLAND COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina (“County”), and Killian Woods Development, LLC, a South Carolina limited liability company (as hereinafter defined “Company” together with the County, “Parties,” each, a “Party”).

### WITNESSETH:

WHEREAS, the County, acting by and through its County Council (“County Council”), is authorized and empowered under and pursuant to the provisions of Article VIII, Section 13(D) of the South Carolina Constitution and the provisions of Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended (collectively, “Act”), to (i) develop multicounty parks with counties having contiguous borders with the County; and (ii) include property in the multicounty park, which inclusion under the terms of the Act (A) makes such property exempt from *ad valorem* property taxes, and (B) changes the character of the annual receipts from such property to fees-in-lieu of *ad valorem* property taxes in an amount equal to the *ad valorem* taxes that would have been due and payable but for the location of the property in such multicounty park (“Fee Payments”);

WHEREAS, the County is further authorized by Section 4-1-175 of the Act to grant credits against Fee Payments (“Public Infrastructure Credit”) to pay costs of, amongst other things, designing, acquiring, constructing, improving or expanding public infrastructure serving the County (collectively, “Public Infrastructure”);

WHEREAS, pursuant to the authority provided in the Act, the County has developed with Fairfield County, South Carolina, the I-77 Corridor Regional Industrial Park (“Park”) and executed the “Amended and Restated Master Agreement Governing the I-77 Corridor Regional Industrial Park” dated September 1, 2018 (“Park Agreement”), which governs the operation of the Park;

WHEREAS, as part of a commercial development to be located in the County, the Company has committed to establish townhome-style rental unit community in the County (“Project”) including, and to be located on, land more particularly identified on Exhibit A hereto (“Land”), consisting of total taxable investment by the Company in real and personal property of not less than [\$38,050,000], and in connection with the Project, anticipates making investment in certain Public Infrastructure as further described herein;

WHEREAS, by an ordinance enacted on [\_\_\_\_\_, 2025] (“Ordinance”), the County authorized the expansion of the boundaries of the Park and an amendment to the Park Agreement to include the Land and other real and personal property comprising the Project (“Property”) in the Park, and the City of Columbia, South Carolina consented to such expansion of Park boundaries by an ordinance enacted on [\_\_\_\_\_, 2025] in accordance with Section 4-1-170(C) of the Act; and

WHEREAS, pursuant to the Ordinance, the County further authorized the execution and delivery of this Agreement to provide Public Infrastructure Credits against the Company’s Fee Payments with respect to the Project for the purpose of assisting in paying the costs of certain Public Infrastructure invested by the Company at, in, or in connection with, the Project, subject to the terms and conditions below.

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, the County and the Company agree as follows:

## ARTICLE I REPRESENTATIONS

**Section 1.1. *Representations by the County.*** The County represents to the Company as follows:

- (a) The County is a body politic and corporate and a political subdivision of the State of South Carolina;
- (b) The County is authorized and empowered by the provisions of the Act to enter into and carry out its obligations under this Agreement;
- (c) The County has duly authorized and approved the execution and delivery of this Agreement by adoption of the Ordinance in accordance with the procedural requirements of the Act and any other applicable state law;
- (d) The County is not in default of any of its obligations (contractual or otherwise) as a result of entering into and performing its obligations under this Agreement;
- (e) The County has approved the inclusion of the Property in the Park; and
- (f) Based on representations made by the Company to the County, the County has determined the Project and the Public Infrastructure, including, but not limited to, the Company Public Infrastructure, as defined below, will enhance the economic development of the County and promote the welfare of its citizens. Therefore, the County is entering into this Agreement for the purpose of promoting the economic development of the County and the welfare of its citizens.

**Section 1.2. *Representations and Covenants by the Company.*** The Company represents to the County as follows:

- (a) The Company is in good standing under the laws of South Carolina has power to conduct business in the State of South Carolina and enter into this Agreement, and by proper company action has authorized the officials signing this Agreement to execute and deliver it;
- (b) The Company will use commercially reasonable efforts to achieve the Investment Commitment, as defined below, at the Project;
- (c) The Company's execution and delivery of this Agreement, and its compliance with the provisions of this Agreement do not result in a default under any agreement or instrument to which the Company is now a party or by which it is bound; and
- (d) The Company covenants to complete any and all Company Public Infrastructure in a workmanlike manner and in accordance with all applicable codes and regulations.

## ARTICLE II PUBLIC INFRASTRUCTURE CREDITS

**Section 2.1. *Investment Commitment.*** The Company shall invest not less than [\$38,050,000] in taxable property in the Project ("Investment Commitment") by [\_\_\_\_\_, 2030] ("Certification Deadline"). The Company shall certify to the County achievement of the Investment Commitment on a date no later than the Certification Deadline ("Certification Date"), by providing documentation, which documentation may include, without limitation, pay applications, invoices, and accounting logs, and, only with respect to the personal property portion of the Project, any SCDOR PT-100 filed by the Company with respect to the

Project, to the County's Economic Development Department sufficient to reflect achievement of the Investment Commitment, in form and substance reasonably acceptable to the County. Notwithstanding anything in this Agreement to the contrary, the Certification Date shall not be later than, and may not be extended past, the Certification Deadline. If the Company fails to achieve and so certify the Investment Commitment by the Certification Deadline, the County may terminate this Agreement and, upon any such termination, the Company shall no longer be entitled to any further benefits under this Agreement. Notwithstanding anything in this Agreement to the contrary, the Certification Deadline shall not be later than, and may not be extended past, the last day of the year which is five years after the effective date of this Agreement.

### **Section 2.2. Public Infrastructure Commitment.**

(a) Prior to receiving the Public Infrastructure Credits under this Agreement, the Company shall make an investment in Public Infrastructure in the County which may be comprised of any or all of the following improvements and facilities benefitting the public or dedicated to public use: water, sewer, or stormwater improvements, greenspaces, recreation or community facilities, pedestrian or transportation facilities, parking facilities, facade redevelopment, roadway improvements, energy production or communications technology infrastructure, and expenditures on the eradication of blight (collectively, the "Non-Workforce Housing Public Infrastructure"). The Company additionally commits to reserve and hold a portion of the units at the Project as workforce housing ("Workforce Housing Public Infrastructure"). For purposes of this Agreement, "workforce housing" shall be defined as housing that is affordable to the occupant or occupants, as applicable, when applying no more than 33% of gross income of the occupant or occupants, as applicable, to housing costs, for those earning no more than 120% of the area median family income, as published by Fannie Mae, for the Project location of Longreen Road near Clemson Road Intersection, Columbia, South Carolina. For clarity, the median family income in the Columbia, South Carolina HUD Metro FMR Area for the year 2024 is \$86,900. Additionally, income is based on the information provided at the time of application, unless new income information is received from tenant.

(b) In connection with the Project, the Company has committed with commercially reasonable efforts to invest in, or cause to be invested in, the Public Infrastructure as described on Exhibit B hereto ("Company Public Infrastructure"). The Company shall certify actual investment in the Company Public Infrastructure to the County on the Certification Date, by providing to the County's Economic Development Department (i) with respect to the Non-Workforce Housing Public Infrastructure portion of the Company Public Infrastructure, documentation, which documentation may include, without limitation, pay applications, invoices, and accounting logs, sufficient to reflect the Company's investment in the Non-Workforce Housing Infrastructure portion of the Company Public Infrastructure, and (ii) with respect to the Workforce Housing Public Infrastructure portion of the Company Public Infrastructure, documentation, which documentation may include, without limitation rent rolls, and related documentation, sufficient to reflect the Workforce Housing Public Infrastructure is not less than 50% of the total units at the Project (the "Certified Workforce Housing Unit Level"). If the Company fails to substantially complete the Company Public Infrastructure by the Certification Deadline in the cumulative total investment amount set forth on Exhibit B hereto, then the Company may not be entitled to the full value of the Public Infrastructure Credit as provided by this Agreement.

(c) Following the Certification Date, the County's Economic Development Department shall have 30 days ("Verification Deadline") to verify the Company's investment in the Company Public Infrastructure. The County has the right to exclude from the investment in Company Public Infrastructure certified by the Company any costs the County determines, in its sole discretion, to be ineligible costs. The County may also reject any Company Public Infrastructure investment as ineligible if the County determines, in its sole discretion, that it has not been completed in a workmanlike manner or in accordance with applicable codes or regulations. The County's Economic Development Department shall, on a date no

later than the Verification Deadline (the “Verification Date”), provide to the Company, by written notice, the County’s determination of the verified amount of Company Public Infrastructure investment and the Certified Workforce Housing Unit Level to be maintained during the Credit Term, as defined on Exhibit C hereto. Failure to provide such a written determination by the Verification Deadline shall be deemed to be a determination by the County that all Company Public Infrastructure investment certified by the Company is verified as eligible costs and confirmation of the Certified Workforce Housing Unit Level submitted by the Company, and, in such event, the Verification Date shall be deemed to be the Verification Deadline.

**Section 2.3. Public Infrastructure Credit.**

(a) To assist in paying for costs of Company Public Infrastructure, the County shall provide a Public Infrastructure Credit against each of the Company’s Fee Payments due with respect to the Project, commencing with the first Fee Payment following the Verification Date. The term, amount and calculation of the Public Infrastructure Credit is described on Exhibit C hereto.

(b) On or before June 30 of each year corresponding to each tax year for which the Company is entitled to a Public Infrastructure Credit (e.g., June 30, 2025 corresponds to tax year 2026), the Company shall submit to the County Auditor an annual Public Infrastructure Credit certification, substantially in the form of Exhibit D hereto, reflecting the calculation of the Public Infrastructure Credit to which the Company is entitled for such tax year. Following receipt of such certification, the County shall prepare and issue the Company’s annual Fee Payment bill with respect to the Project net of the Public Infrastructure Credit set forth in **Section 2.3(a)** of this Agreement, as may be adjusted pursuant to such certification (“Net Fee Payment”). Following receipt of the bill, the Company shall timely remit the Net Fee Payment to the County in accordance with applicable law.

(c) THIS AGREEMENT AND THE PUBLIC INFRASTRUCTURE CREDITS PROVIDED BY THIS AGREEMENT ARE LIMITED OBLIGATIONS OF THE COUNTY. THE PUBLIC INFRASTRUCTURE CREDITS ARE DERIVED SOLELY FROM AND TO THE EXTENT OF THE FEE PAYMENTS MADE BY THE COMPANY TO THE COUNTY PURSUANT TO THE ACT AND THE PARK AGREEMENT. THE PUBLIC INFRASTRUCTURE CREDITS DO NOT AND SHALL NOT CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY OR ANY MUNICIPALITY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION AND DO NOT AND SHALL NOT CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR ANY MUNICIPALITY OR A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE COUNTY OR ANY MUNICIPALITY. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY OR ANY MUNICIPALITY ARE NOT PLEDGED FOR THE PROVISION OF THE PUBLIC INFRASTRUCTURE CREDITS.

(d) The County makes no representation or warranty with respect to the Company Public Infrastructure. The execution and delivery of this Agreement and the extension of the Public Infrastructure Credit do not constitute a commitment by the County to maintain the Company Public Infrastructure.

**Section 2.4. Filings; Administration.** To assist the County in administering the Public Infrastructure Credit, with respect to the Company’s Fee Payments due with respect to the personal property portion of the Project, the Company shall, for each tax year corresponding to the Credit Term prepare and file a separate schedule to the SCDOR PT-100 with respect to the personal property portion of the Project. Additionally, the Company shall, on or before January 31 of each year following the commencement of the Credit Term, deliver to the Economic Development Director of the County the information required by the terms of the County’s Resolution dated December 12, 2017, which is attached hereto as Exhibit E, as may be amended by subsequent resolution, with respect to the Company.

**Section 2.5 Cumulative Public Infrastructure Credit.** The cumulative dollar amount of the Public Infrastructure Credit shall not exceed the amount invested, or caused to be invested in, by the Company in Company Public Infrastructure, as verified, or deemed verified, by the County on or before the Verification Deadline. The County Economic Development Department shall provide the verified investment amount to the County Auditor for purposes of applying the Public Infrastructure Credit in accordance with **Section 2.3** of this Agreement.

### **ARTICLE III DEFAULTS AND REMEDIES**

**Section 3.1. Events of Default.** The following are “Events of Default” under this Agreement:

(a) Failure by the Company to make a Net Fee Payment, which failure has not been cured within 30 days following receipt of written notice from the County specifying the delinquency in payment and requesting that it be remedied;

(b) An abandonment or closure of the Project; for purposes of this Agreement, “abandonment or closure of the Project” means failure to place all or a portion of the Project in service by December 31, 2028;

(c) A representation or warranty made by the Company which is deemed materially incorrect when deemed made;

(d) Failure by the Company to perform any of the terms, conditions, obligations, or covenants under this Agreement (other than those described in **Sections 2.1** and **2.2** of this Agreement and under **(a)** above), which failure has not been cured within 30 days after written notice from the County to the Company specifying such failure and requesting that it be remedied, unless the Company has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the Company is diligently pursuing corrective action;

(e) A representation or warranty made by the County which is deemed materially incorrect when deemed made; or

(f) Failure by the County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure has not been cured within 30 days after written notice from the Company to the County specifying such failure and requesting that it be remedied, unless the County has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the County is diligently pursuing corrective action.

**Section 3.2. Remedies on Default.**

(a) If an Event of Default by the Company has occurred and is continuing, then the County may take any one or more of the following remedial actions:

(i) terminate this Agreement; or

(ii) take whatever action at law or in equity may appear necessary or desirable to collect amounts due or otherwise remedy the Event of Default or recover its damages.

(b) If an Event of Default by the County has occurred and is continuing, the Company may take one or more of the following actions:

(i) bring an action for specific enforcement;

(ii) terminate this Agreement; or

(iii) in case of a materially incorrect representation or warranty, take such action as is appropriate, including legal action, to recover its damages, to the extent allowed by law.

**Section 3.3. *Reimbursement of Legal Fees and Other Expenses.*** On the occurrence of an Event of Default, if a Party is required to employ attorneys or incur other reasonable expenses for the collection of payments due under this Agreement or for the enforcement of performance or observance of any obligation or agreement, the prevailing Party is entitled to seek reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

**Section 3.4. *Remedies Not Exclusive.*** No remedy described in this Agreement is intended to be exclusive of any other remedy or remedies, and each and every such remedy is cumulative and in addition to every other remedy given under this Agreement or existing at law or in equity or by statute.

**Section 3.5. *Nonwaiver.*** A delay or omission by the Company or County to exercise any right or power accruing on an Event of Default does not waive such right or power and is not deemed to be a waiver or acquiescence of the Event of Default. Every power and remedy given to the Company or County by this Agreement may be exercised from time to time and as often as may be deemed expedient.

## ARTICLE IV MISCELLANEOUS

### **Section 4.1. *Examination of Records; Confidentiality.***

(a) The County and its authorized agents, at any reasonable time on prior notice, may enter and examine the Project and have access to and examine the Company's books and records relating to the Project for the purposes of (i) identifying the Project; (ii) confirming achievement of the Investment Commitment; (iii) verifying the investment in the Company Public Infrastructure; and (iv) permitting the County to carry out its duties and obligations in its sovereign capacity (such as, without limitation, for such routine health and safety purposes as would be applied to any other manufacturing or commercial facility in the County).

(b) The County acknowledges that the Company may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques ("Confidential Information") and that disclosure of the Confidential Information could result in substantial economic harm to the Company. The Company may clearly label any Confidential Information delivered to the County pursuant to this Agreement as "Confidential Information." Except as required by law, the County, or any employee, agent, or contractor of the County, shall not disclose or otherwise divulge any labeled Confidential Information to any other person, firm, governmental body or agency. The Company acknowledges that the County is subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on request, absent an exemption. If the County is required to disclose any Confidential Information to a third party, the County will use its best efforts to provide the Company with as much advance notice as is reasonably possible of such disclosure requirement prior to making such disclosure and to cooperate reasonably with any attempts by the Company to obtain judicial or other relief from such disclosure requirement.



**Section 4.2. Assignment.** The Company may assign or otherwise transfer any of its rights and interests in this Agreement on prior written consent of the County, which may be given by resolution, and which consent will not be unreasonably conditioned, withheld, or delayed. Notwithstanding the foregoing, any assignment of this Agreement, in whole or in part, to an affiliated entity of the Company is hereby approved without any further action of the County Council. The County's Director of Economic Development must receive notice of any assignment to an affiliated entity of the Company. For purposes of this Agreement, "affiliated entity" shall mean any corporation, limited liability company, partnership or other person or entity which now or hereafter owns all or part of the Company or which is now or hereafter owned in whole or in part by the Company, or by any partner, shareholder or owner of the Company, and shall also include any subsidiary, affiliate or other person, individual, or entity who now or hereafter bears a relationship to the Company as described in Section 267(b) of the Internal Revenue Code.

**Section 4.3. Provisions of Agreement for Sole Benefit of County and Company.** Except as otherwise specifically provided in this Agreement, nothing in this Agreement expressed or implied confers on any person or entity other than the County and the Company any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the County and the Company.

**Section 4.4. Severability.** If any provision of this Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions of this Agreement are unimpaired, and the Parties shall reform such illegal, invalid, or unenforceable provision to effectuate most closely the legal, valid, and enforceable intent of this Agreement.

**Section 4.5. Limitation of Liability.**

(a) The County is not liable to the Company for any costs, expenses, losses, damages, claims or actions in connection with this Agreement, except from amounts received by the County from the Company under this Agreement.

(b) All covenants, stipulations, promises, agreements and obligations of the County contained in this Agreement are binding on members of the County Council or any elected official, officer, agent, servant or employee of the County only in his or her official capacity and not in his or her individual capacity, and no recourse for the payment of any moneys or performance of any of the covenants and agreements under this Agreement or for any claims based on this Agreement may be had against any member of County Council or any elected official, officer, agent, servant or employee of the County except solely in their official capacity.

(c) The County is not responsible for the Company Public Infrastructure and disclaims all liability with respect to the Company Public Infrastructure.

**Section 4.6. Indemnification Covenant.**

(a) Except as provided in paragraph (d) below, the Company shall indemnify and save the County, its employees, elected officials, officers and agents (each, an "Indemnified Party") harmless against and from all liability or claims arising from the County's execution of this Agreement, performance of the County's obligations under this Agreement or the administration of its duties pursuant to this Agreement, or otherwise by virtue of the County having entered into this Agreement.

(b) The County is entitled to use counsel of its choice and the Company shall reimburse the County for all of its costs, including attorneys' fees, incurred in connection with the response to or defense against

such liability or claims as described in paragraph (a) above. The County shall provide a statement of the costs incurred in the response or defense, and the Company shall pay the County within 30 days of receipt of the statement. The Company may request reasonable documentation evidencing the costs shown on the statement. However, the County is not required to provide any documentation which may be privileged or confidential to evidence the costs.

(c) The County may request the Company to resist or defend against any claim on behalf of an Indemnified Party. On such request, the Company shall resist or defend against such claim on behalf of the Indemnified Party, at the Company's expense. The Company is entitled to use counsel of its choice, manage and control the defense of or response to such claim for the Indemnified Party; provided the Company is not entitled to settle any such claim without the consent of that Indemnified Party.

(d) Notwithstanding anything herein to the contrary, the Company is not required to indemnify any Indemnified Party against or reimburse the County for costs arising from any claim or liability (i) occasioned by the acts of that Indemnified Party, which are unrelated to the execution of this Agreement, performance of the County's obligations under this Agreement, or the administration of its duties under this Agreement, or otherwise by virtue of the County having entered into this Agreement; or (ii) resulting from that Indemnified Party's own negligence, bad faith, fraud, deceit, or willful misconduct.

(e) An Indemnified Party may not avail itself of the indemnification or reimbursement of costs provided in this Section unless it provides the Company with prompt notice, reasonable under the circumstances, of the existence or threat of any claim or liability, including, without limitation, copies of any citations, orders, fines, charges, remediation requests, or other claims or threats of claims, in order to afford the Company notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

**Section 4.7. Notices.** All notices, certificates, requests, or other communications under this Agreement are sufficiently given and are deemed given, unless otherwise required by this Agreement, when (i) delivered and confirmed by United States first-class, registered mail, postage prepaid or (ii) sent by facsimile, and addressed as follows:

if to the County:	Richland County, South Carolina Attn: Director of Economic Development 2020 Hampton Street Columbia, South Carolina 29204 Phone: 803.576.2043 Fax: 803.576.2137
with a copy to (does not constitute notice):	Parker Poe Adams & Bernstein LLP Attn: Emily Luther 1221 Main Street, Suite 1100 (29201) Post Office Box 1509 Columbia, South Carolina 29202 Phone: 803.253.6841 Fax: 803.255.8017
if to the Company:	Killian Woods Development, LLC Attn: Matt Ivey Address: 672 Industrial Park Drive, Suite 200 Phone: 706.868.9363

Fax: N/A

with a copy to  
(does not constitute notice):

Haynsworth Sinkler Boyd, P.A.  
Attn: Will Johnson  
P.O. Box 11889  
Columbia, SC 29211-1889  
Phone: 803.540.7945  
Fax: 803.765.1243

The County and the Company may, by notice given under this Section, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

**Section 4.8. *Administrative Fees.*** The Company will reimburse, or cause reimbursement to, the County for the Administration Expenses in an amount not exceeding **[\$6,500]**. The Company will reimburse the County for its Administration Expenses on receipt of a written request from the County or at the County's direction, which request shall include a statement of the amount and nature of the Administration Expense. The Company shall pay the Administration Expenses as set forth in the written request no later than 60 days following receipt of the written request from the County. For purposes of this Section, "Administration Expenses" means the reasonable expenses incurred by the County in the negotiation, approval and implementation of the terms and provisions of this Agreement, including reasonable attorneys' fees. Administration Expenses do not include any costs, expenses, including attorneys' fees, incurred by the County (i) in defending challenges to the Fee Payments or Public Infrastructure Credits brought by third parties or the Company or its affiliates and related entities, or (ii) in connection with matters arising at the request of the Company outside of the immediate scope of this Agreement, including amendments to the terms of this Agreement. The payment by the Company of the County's Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County's choice.

**Section 4.9. *Entire Agreement.*** This Agreement expresses the entire understanding and all agreements of the Parties with each other, and neither Party is bound by any agreement or any representation to the other Party which is not expressly set forth in this Agreement or in certificates delivered in connection with the execution and delivery of this Agreement.

**Section 4.10. *Agreement to Sign Other Documents.*** From time to time, and at the expense of the Company, to the extent any expense is incurred, the County agrees to execute and deliver to the Company such additional instruments as the Company may reasonably request and as are authorized by law and reasonably within the purposes and scope of the Act and this Agreement to effectuate the purposes of this Agreement.

**Section 4.11. *Agreement's Construction.*** Each Party and its counsel have reviewed this Agreement and any rule of construction to the effect that ambiguities are to be resolved against a drafting party does not apply in the interpretation of this Agreement or any amendments or exhibits to this Agreement.

**Section 4.12. *Applicable Law.*** South Carolina law, exclusive of its conflicts of law provisions that would refer the governance of this Agreement to the laws of another jurisdiction, governs this Agreement and all documents executed in connection with this Agreement.

**Section 4.13. Counterparts.** This Agreement may be executed in any number of counterparts, and all of the counterparts together constitute one and the same instrument.

**Section 4.14. Amendments.** This Agreement may be amended only by written agreement of the Parties.

**Section 4.15. Waiver.** Either Party may waive compliance by the other Party with any term or condition of this Agreement but the waiver is valid only if it is in a writing signed by the waiving Party.

**Section 4.16. Termination.** Unless first terminated under any other provision of this Agreement, this Agreement terminates on the expiration of the Credit Term and payment by the Company of any outstanding Net Fee Payment due on the Project pursuant to the terms of this Agreement.

**Section 4.17. Business Day.** If any action, payment, or notice is, by the terms of this Agreement, required to be taken, made, or given on any Saturday, Sunday, or legal holiday in the jurisdiction in which the Party obligated to act is situated, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if taken, made or given as required under this Agreement, and no interest will accrue in the interim.

*[TWO SIGNATURE PAGES FOLLOW]*

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*

IN WITNESS WHEREOF, Richland County, South Carolina, has caused this Agreement to be executed by the appropriate officials of the County and its corporate seal to be affixed and attested, effective the day and year first above written.

**RICHLAND COUNTY, SOUTH CAROLINA**

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Chair, Richland County Council

*(SEAL)*  
ATTEST:

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Clerk to Council, Richland County Council

**RICHLAND COUNTY ATTORNEY'S OFFICE**

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

***[SIGNATURE PAGE 1 TO PUBLIC INFRASTRUCTURE CREDIT AGREEMENT]***

IN WITNESS WHEREOF, Killian Woods Development, LLC has caused this Agreement to be executed by its authorized officer(s), effective the day and year first above written.

**KILLIAN WOODS DEVELOPMENT, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

*[SIGNATURE PAGE 2 TO PUBLIC INFRASTRUCTURE CREDIT AGREEMENT]*

**EXHIBIT A**

**LAND DESCRIPTION**

**[TMS: R17400-05-46]**

**EXHIBIT B** (See Section 2.2)

**DESCRIPTION OF COMPANY PUBLIC INFRASTRUCTURE**

The Company Public Infrastructure includes the Non-Workforce Housing Public Infrastructure as listed below:

<u>Description</u>	<u>Budget</u>

Notwithstanding anything above or in this Agreement to the contrary, the Company and the County acknowledge and agree that: (i) the Company Public Infrastructure shall, subject to the provisions of **Section 2.2(c)** of this Agreement, include, in addition to that described and delineated above, any Public Infrastructure invested in, or caused to be invested in, by the Company in connection with the Project and consisting of improvements or infrastructure included within the description of Public Infrastructure set forth in **Section 2.2** of this Agreement; and, (ii) the specific line item budget amounts listed above are current estimates and the actual expenditures made by the Company with respect to each such line item may fluctuate as the Project develops..



**EXHIBIT C (See Section 2.3)**

**DESCRIPTION OF PUBLIC INFRASTRUCTURE CREDIT**

The County shall provide a [ ] Public Infrastructure Credit against the Fee Payments due and owing from the Company to the County with respect to the Project as provided in this Agreement, provided, the cumulative total amount of the Public Infrastructure Credit shall not exceed the Company's investment in the Company Public Infrastructure; provided further that such [ ] Public Infrastructure Credit shall be subject to reduction for any year of the Credit Term for which the Certified Workforce Housing Unit Level is not maintained, as set forth in greater detail, and to the extent required by, Exhibit D hereto.

The Company is eligible to receive the Public Infrastructure Credit against each of the Company's Fee Payments due with respect to the Project for a period of 10 consecutive years, beginning with the first such Fee Payment due with respect to the Project following the Verification Date and ending on the earlier of the 10<sup>th</sup> year or the year in which the cumulative total amount of the Public Infrastructure Credit equals the Company's investment in the Company Public Infrastructure ("Credit Term").

**EXHIBIT D** (See Section 2.3)

**PUBLIC INFRASTRUCTURE CREDIT CERTIFICATION**

Reference is made to that certain Public Infrastructure Credit Agreement dated as of [ ], 20[ ], (the “Agreement”) by and between Killian Woods Development, LLC, a limited liability company organized and existing under the laws of the State of South Carolina (the “Company”), and Richland County, South Carolina (the “County”). Each capitalized term used herein and not otherwise defined herein shall have the meaning ascribed to such term in the Agreement.

I \_\_\_\_\_, the \_\_\_\_\_ of the Company, do hereby certify in connection with Section 2.3 of the Agreement, as follows:

(1) Total investment in verified Company Public Infrastructure as of the Verification Date pursuant to Section 2.2(c) of the Agreement is \$ \_\_\_\_\_, of which \$ \_\_\_\_\_ is attributable to Non-Workforce Housing Public Infrastructure and \$ \_\_\_\_\_ is attributable to Workforce Housing Public Infrastructure.

(2) The total Certified Workforce Housing Unit Level as of the Verification Date is \_\_\_\_\_ units which is equal to \_\_\_\_% of the total units at the Project.

(3) Current area median family income as published by Fannie Mae, for the Project location of [ ] is \_\_\_\_\_ (the “Current AMI Level”).

(4) The total number of Project housing units qualifying as “workforce housing” pursuant to Section 2.2(a) of the Agreement and the Current AMI Level is \_\_\_\_\_ units (the “Annual Certified Workforce Housing Unit Level”), as evidenced by the accounting logs, rent rolls, and/or related documentation attached hereto.

(5) The aggregate amount of Public Infrastructure Credits previously received by the Company against Fee Payments due with respect to the Project for tax years through Tax Year \_\_\_\_ (i.e., the immediately preceding tax year) is \$ \_\_\_\_\_, which leaves \$ \_\_\_\_\_ in verified Company Public Infrastructure investment eligible to be prospectively paid to the Company through the Public Infrastructure Credits under the Credit Agreement. The Company has received Public Infrastructure Credits against Fee Payments due with respect to the Project for a cumulative total of \_\_\_\_\_ tax years (exclusive of the tax year for which this certification is being prepared).

(6) (a) The Annual Certified Workforce Housing Unit Level meets or exceeds the Certified Workforce Housing Unit Level and, accordingly, the Company is entitled to the full Public Infrastructure Credit of 50% against the Fee Payment due and owing from the Company to the County with respect to the Project for Tax Year \_\_\_\_ (i.e., the Fee Payment due with respect to the Project for Project property placed in service as of December 31, 20\_\_, and due to be paid on or about January 15, 20\_\_).

OR

(b) The Annual Certified Workforce Housing Unit Level is less than the Certified Workforce Housing Unit Level and, accordingly, the Company is entitled to a Public Infrastructure Credit of less than 50% against the Fee Payment due and owing from the Company to the County with respect to the Project for Tax Year \_\_\_\_ (i.e., the Fee Payment due with respect to the Project for Project property placed in service as of December 31, 20\_\_, and due to be paid on or about January 15, 20\_\_), as calculated and illustrated in the formula and example set forth below:

D-1

Formula:

- A.  $(\text{Annual Certified Workforce Housing Unit Level} / \text{Certified Workforce Housing Unit Level}) \times 100 = \text{Workforce Housing Shortfall Ratio}$
- B.  $50\% \text{ Public Infrastructure Credit} \times \text{Workforce Housing Shortfall Ratio} = \text{applicable Public Infrastructure Credit percentage}$

By way of example, in the event that the Annual Certified Workforce Housing Unit Level is 128 units and the Certified Workforce Housing Unit Level is 160 units resulting in a Workforce Housing Shortfall Ratio of 80, the applicable Public Infrastructure Credit percentage would be 40% (reduced from 50%).

Accordingly, the Company is entitled to a Public Infrastructure Credit of \_\_% against the Fee Payment due and owing from the Company to the County with respect to the Project for Tax Year \_\_\_\_\_ (i.e., the Fee Payment due with respect to the Project for Project property placed in service as of December 31, 20\_\_, and due to be paid on or about January 15, 20\_\_).

IN WITNESS WHEREOF, I have set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**EXHIBIT E (See Section 2.4)**

**RICHLAND COUNTY RESOLUTION REQUIRING CERTAIN ACCOUNTABILITY PRACTICES CONCERNING  
ECONOMIC DEVELOPMENT PROJECTS IN THE COUNTY**

See attached.

STATE OF SOUTH CAROLINA     )  
   )  
COUNTY OF RICHLAND            )

**A RESOLUTION**

**REQUIRING CERTAIN ACCOUNTABILITY PRACTICES CONCERNING  
ECONOMIC DEVELOPMENT PROJECTS IN RICHLAND COUNTY**

WHEREAS, Richland County Council adopted a resolution dated as of December 12, 2017 (“Prior Resolution”), which requires companies receiving economic development incentives from Richland County, South Carolina (“County”) to submit annual reports to the Richland County Economic Development Office; and

WHEREAS, the County desires to reaffirm its desire to have companies submit such annual reports and to update certain information regarding the submission of the annual reports.

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

**Section 1.** The County affirms that each company awarded an incentive by the County in exchange for the location or expansion of a facility or facilities within the County shall submit an annual report to the Richland County Economic Development Office by no later January 31 of each year throughout the term of the incentives.

**Section 2.** The Richland County Economic Development Office is authorized to create (and from time to time, if necessary, amend or recreate) and make available the form of the annual report; however, such form shall require, at a minimum, the following information, but may request such other information as the County may deem necessary or prudent:

- a. Name of company;
- b. Cumulative capital investment (less any removed investment) to date as a result of the project;
- c. Net jobs created to date as a result of the project;
- d. Age, race, gender, and county of residence of each employee at the facility or facilities in the County; and
- e. Average wage of the jobs created as a result of the project.

**Section 3.** A copy of the then-current form of the annual report may be obtained from the Richland County Economic Development Office. The annual report shall likewise be submitted to the following address (or at such other address or in such other format as may be communicated by the Richland County Economic Development Office) by the required date.

Richland County Economic Development Office  
Attention: Existing Industry Manager  
1201 Main Street, Suite 1110  
Columbia, SC 29201

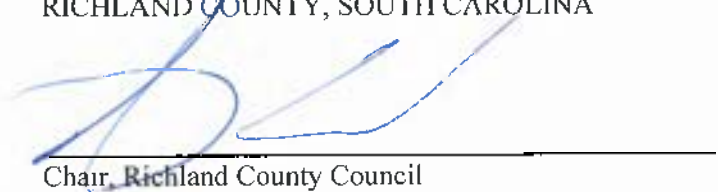
**Section 4.** Subject to Section 5 below, this Resolution amends and restates the Prior Resolution in its entirety and sets forth the County’s requirements with respect to the annual reports to be submitted by each company awarded an incentive by the County as described in Section 1.

**Section 5.** The substance of this Resolution shall be incorporated into any agreement between the County and a company with respect to the incentives granted by the County to such company with an effective date on or after January 1, 2024 (“Effective Date”). For any agreements dated before the Effective Date, the Prior Resolution shall be incorporated into the agreement between the County and a company with respect to the incentives granted by the County to such company.

**Section 6.** In the event that any company shall fail to submit an annual report, or any portion thereof, such company may be required to return all incentives, or a dollar amount equal thereof, to the County. Such incentives, or the dollar amount equal thereto, shall be paid to the County within 60 days after the date upon which the information was originally due.

AND IT IS SO RESOLVED this 7<sup>th</sup> day of November 2023.

RICHLAND COUNTY, SOUTH CAROLINA



Chair, Richland County Council

(SEAL)

ATTEST:



Clerk to County Council

RICHLAND COUNTY ATTORNEY'S OFFICE



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

STATE OF SOUTH CAROLINA    )  
  )  
COUNTY OF RICHLAND         )

**A RESOLUTION**

**APPROVING THE ASSIGNMENT TO 2222, LLC OF ALL THE RIGHTS, INTERESTS, AND OBLIGATIONS OF 2222 MAIN, LLC UNDER THAT CERTAIN PUBLIC INFRASTRUCTURE CREDIT AGREEMENT BETWEEN 2222 MAIN, LLC AND RICHLAND COUNTY, SOUTH CAROLINA; AUTHORIZING THE COUNTY’S EXECUTION AND DELIVERY OF AN ASSIGNMENT AND ASSUMPTION OF SUCH PUBLIC INFRASTRUCTURE AGREEMENT; AND IN CONNECTION WITH SUCH ASSIGNMENT AUTHORIZING OTHER MATTERS RELATED THERETO.**

WHEREAS, Richland County, South Carolina (the “County”), acting by and through its County Council (“County Council”), under and pursuant to the provisions of the Code of Laws of South Carolina 1976, as amended (the “Code”), particularly Title 4, Chapter 1 of the Code, as well as by an Ordinance duly enacted by the County Council on August 29, 2023, did previously enter into that certain Infrastructure Credit Agreement, dated as of August 29, 2023 (the “Infrastructure Agreement”), with 2222 Main, LLC, a Virginia limited liability company pursuant to which the County agreed to provide certain incentives with respect to the development of certain real and personal property more particularly described in the Infrastructure Agreement (collectively, the “Project” or the “Property”); and

WHEREAS, pursuant to one or more transactions involving 2222 Main, LLC (the “Assignor”) and 2222, LLC (the “Assignee”), on or about June 18, 2024 (the “Transfer Date”), Assignor conveyed all of its right, title, and interest in and to the Property to the Assignee (the “Transfer”); and

WHEREAS, in connection with the Transfer, Assignor assigned to Assignee, and Assignee assumed from Assignor, effective as of the Transfer Date, all of its obligations, rights, title, and interest in, to, and under the Infrastructure Agreement (the “Assignment”); and

WHEREAS, pursuant to Section 4.2 of the Infrastructure Agreement, Assignor is permitted to assign or otherwise transfer any of its rights and interest in the Infrastructure Agreement under certain conditions set forth therein including, but not limited to, the prior consent, or subsequent ratification, of the County, which such consent or ratification may be given by resolution; and

WHEREAS, in satisfaction of such conditions, and upon request by Assignor and Assignee, the County desires to approve the Assignment.

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

**Section 1. Approval of Assignment.** The County hereby approves the Assignment as of the Transfer Date and acknowledges that, to the extent required by the Infrastructure Agreement, this Resolution is an official ratification of the Assignment for purposes of Section 4.2 of the Infrastructure Agreement, and that no further action is required by the County Council to effect the County’s approval of the Assignment effective as of the Transfer Date. If requested by the Assignor or Assignee, the County Administrator, on behalf of and in the name of the County, is authorized to execute an Assignment and Assumption Agreement to evidence the County’s approval of the Assignment. The final form, terms and provisions of any such Assignment and Assumption Agreement shall be finally approved by the County Administrator, following receipt of advice from counsel to the County, with the execution of the Assignment and Assumption Agreement by the County Administrator to constitute conclusive evidence of the final approval thereof.

**Section 2. Authorization.** The County Council authorizes the Chairman of the County Council and the County Administrator, for and on behalf of the County, to take whatever further actions as may be reasonably necessary and prudent to effect this Resolution.

**Section 3. Severability.** Should any part, provision, or term of this Resolution be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such finding or determination shall not affect the rest and remainder of the Resolution or any part, provision or term thereof, all of which is hereby deemed separable.

**Section 4. Repealer Clause.** All orders, resolutions, or any parts of either, in conflict with this Resolution are, to the extent of that conflict, repealed. This Resolution is effective and remains in effect as of its adoption by the County Council.

[End of Resolution]



APPROVED AND ADOPTED IN A MEETING THIS 11<sup>th</sup> DAY OF FEBRUARY, 2025.

**RICHLAND COUNTY, SOUTH CAROLINA**

---

Chair  
Richland County Council

Attest:

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Clerk to Council  
Richland County Council

**RICHLAND COUNTY ATTORNEY'S OFFICE**

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

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF RICHLAND )

**A RESOLUTION**

**CONSENTING TO AND RATIFYING THE ASSIGNMENT BY  
PALISADES PROPERTIES, INC., WILLIAM V. ROBERTS, AND  
JANE R. BALLARD 2017 IRREVOCABLE TRUST TO RENEWA I  
LLC OF CERTAIN PROPERTY TAX INCENTIVE  
AGREEMENTS AND OTHER MATTERS RELATED THERETO.**

**WHEREAS**, pursuant to Title 12, Chapter 44 of the Code of Laws of South Carolina, 1976, as amended, Richland County, South Carolina (“County”) entered into an Fee-in-Lieu of *Ad Valorem* Taxes and Incentives Agreement dated as of May 21, 2019, as amended (the “Fee Agreement”), with Eastover Solar, LLC with respect to certain economic development property as more particularly described in the Fee Agreement (“Project”);

**WHEREAS**, Palisades Properties, Inc., William V. Roberts, and Jane R. Ballard 2017 Irrevocable Trust (each an “Assignor” and together, the “Assignors”) joined as Sponsor Affiliates to the Fee Agreement pursuant to a Joinder Agreement dated July 14, 2020, a true and correct copy of which is attached hereto as Exhibit A;

**WHEREAS**, pursuant to the Fee Agreement, the Assignors may assign or otherwise transfer the Project, as defined in the Fee Agreement, and any or all of Assignor’s rights and interests in and obligations under the Fee Agreement with the consent of or ratification by the County of any such assignment;

**WHEREAS**, on or about August 31, 2022, the Assignors sold their right, title, and interest in and to a parcel of Real Property, as defined in the Fee Agreement, to Renewa I LLC, then known as Paloma Solar & Wind, LLC (the “Assignee”) and subsequently assigned all of their rights and interests in and obligations under the Joinder Agreement, and by extension the Fee Agreement, to Assignee (“Assignment”) pursuant to that certain Assignment and Assumption of Joinder Agreement (the “Assignment Agreement”) dated September 2, 2022, a true and correct copy of which is attached hereto as Exhibit B;

**WHEREAS**, as a result of the Assignment Agreement, Assignors have effectively assigned all of their right, title, interests in, and obligations under the Fee Agreement to the Assignee,

**WHEREAS**, Assignors and Assignee desire to obtain the County’s consent and ratification of the Assignment and have requested the County provide its consent and ratification to the Assignment.

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

**SECTION 1.** For purposes of complying with the provisions of the Fee Agreement relating to ratification of the Assignment Agreement, County Council consents to and ratifies Assignors’ assignment of the Joinder Agreement, and thereby of all of their right, title, interest in, and obligations under the Fee Agreement, to the Assignee as of September 2, 2022. This consent and ratification shall not be construed as a (i) warrant or guaranty of receipt by Assignee of any benefits under the Fee Agreement, (ii) waiver of default, if any, or (iii) release of Assignors or Assignee from any payment obligations arising and outstanding under the Fee Agreement.

**SECTION 2.** The County Administrator or the County’s Director of Economic Development, for and on behalf of the County, are hereby each authorized and directed to do any and all things necessary or

appropriate in connection with this Resolution to evidence the County's acknowledgement, consent, and ratification as described in this Resolution.

**SECTION 3.** Any resolution or other order of County Council, the terms of which are in conflict with this Resolution, is, only to the extent of that conflict, hereby repealed.

**SECTION 4.** This Resolution is effective on adoption by County Council.

DONE in a meeting duly assembled this 11th day of February, 2025.

**RICHLAND COUNTY, SOUTH CAROLINA**

By: \_\_\_\_\_  
Chair  
Richland County Council

Attest:

\_\_\_\_\_  
Clerk  
Richland County Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

**EXHIBIT A**

**JOINDER AGREEMENT**

[attached]

## JOINDER AGREEMENT

Reference is hereby made to the Fee-in-Lieu of *Ad Valorem* Taxes and Incentive Agreement, effective May 21, 2019 (“Fee Agreement”), between Richland County, South Carolina (“County”) and Eastover Solar LLC, a limited liability company organized and existing under the laws of the State of Delaware (“Sponsor”).

### 1. Joinder to Fee Agreement.

Palisades Properties, Inc., a Delaware corporation, and William V. Roberts, individually, and Jane R. Ballard 2017 Irrevocable Trust, an irrevocable trust (each, a “Sponsor Affiliate”, collectively, the “Sponsor Affiliates”) hereby (a) join as parties to, and agree to be bound by and subject to all of the terms and conditions of, the Fee Agreement as if each were a Sponsor; (b) shall receive the benefits as provided under the Fee Agreement with respect to the Economic Development Property placed in service by each Sponsor Affiliate as if it were a Sponsor; (c) acknowledge and agree that (i) according to the Fee Agreement, each of the undersigned has been designated as a Sponsor Affiliate by the Sponsor for purposes of the Project, and (ii) each of the undersigned qualifies or will qualify as a Sponsor Affiliate under the Fee Agreement and Section 12-44-30(20) and Section 12-44-130 of the FILOT Act.

### 2. Capitalized Terms.

Each capitalized term used, but not defined, in this Joinder Agreement has the meaning of that term set forth in the Fee Agreement.

### 3. Representations of the Sponsor Affiliates.

(a) Palisades Properties, Inc. represents and warrants to the County as follows:

- (i) The Sponsor Affiliate is in good standing under the laws of the state of its organization, is duly authorized to transact business in the State of South Carolina (the “State”) (or will obtain such authority prior to commencing business in the State), has power to enter into this Joinder Agreement, and has duly authorized the execution and delivery of this Joinder Agreement.
- (ii) The Sponsor Affiliate’s execution and delivery of this Joinder Agreement, and its compliance with the provisions of this Joinder Agreement, do not result in a default, not waived or cured, under any agreement or instrument to which the Sponsor Affiliate is now a party or by which it is bound.
- (iii) The execution and delivery of this Joinder Agreement and the availability of the fee-in-lieu-of-tax arrangement and other incentives provided by this Joinder Agreement has been instrumental in inducing the Sponsor Affiliate to join with the Sponsor in the Project in the County.

(b) William V. Roberts represents and warrants to the County as follows:

- (i) The Sponsor Affiliate has power to enter into this Joinder Agreement and has duly authorized the execution and delivery of this Joinder Agreement.
- (ii) The Sponsor Affiliate’s execution and delivery of this Joinder Agreement, and its compliance with the provisions of this Joinder Agreement, do not result in a default, not waived or cured, under any agreement or instrument to which the Sponsor Affiliate is now a party or by which it is bound.

(iii) The execution and delivery of this Joinder Agreement and the availability of the fee-in-lieu-of-tax arrangement and other incentives provided by this Joinder Agreement has been instrumental in inducing the Sponsor Affiliate to join with the Sponsor in the Project in the County.

(c) Jane R. Ballard 2017 Irrevocable Trust represents and warrants to the County as follows:

- (i) The Sponsor Affiliate has power to enter into this Joinder Agreement and has duly authorized the execution and delivery of this Joinder Agreement.
- (ii) The Sponsor Affiliate's execution and delivery of this Joinder Agreement, and its compliance with the provisions of this Joinder Agreement, do not result in a default, not waived or cured, under any agreement or instrument to which the Sponsor Affiliate is now a party or by which it is bound.
- (iii) The execution and delivery of this Joinder Agreement and the availability of the fee-in-lieu-of-tax arrangement and other incentives provided by this Joinder Agreement has been instrumental in inducing the Sponsor Affiliate to join with the Sponsor in the Project in the County.

**4. Governing Law; Counterparts.**

This Joinder Agreement is governed by and construed according to the laws, without regard to principles of choice of law, of the State of South Carolina. This Joinder Agreement may be executed in multiple counterparts, and all counterparts together constitute one and the same instrument.

**5. Notice.**

Notices under **Section 10.1** of the Fee Agreement shall be sent to:

Palisades Properties, Inc.  
Attn: William V. Roberts  
7301 Carmel Executive Park, Suite 222  
Charlotte, North Carolina 28226

William V. Roberts  
8806 Winged Bourne Road  
Charlotte, North Carolina 28210

Jane R. Ballard 2017 Irrevocable Trust  
Attn: William V. Roberts  
8806 Winged Bourne Road  
Charlotte, North Carolina 28210

*[Signature page follows]*

IN WITNESS WHEREOF, each of the undersigned has executed this Joinder Agreement to be effective as of the 14<sup>th</sup> day of July, 2020.

**PALISADES PROPERTIES, INC.,**  
A DELAWARE CORPORATION, AS SPONSOR AFFILIATE  
(73.36% OWNERSHIP INTEREST)

By: W.V. Roberts  
Name: William V. Roberts  
Its: President

**WILLIAM V. ROBERTS,**  
INDIVIDUALLY, AS SPONSOR AFFILIATE  
(19.34% OWNERSHIP INTEREST)

By: W.V. Roberts  
Name: William V. Roberts, individually

**JANE R. BALLARD 2017 IRREVOCABLE TRUST,**  
AS SPONSOR AFFILIATE  
(7.30% OWNERSHIP INTEREST)

By: W.V. Roberts  
Name: William V. Roberts  
Its: Trustee

IN WITNESS WHEREOF, the undersigned hereby designates each of the above-named entities as a Sponsor Affiliate under the Fee Agreement to be effective as of the 14<sup>th</sup> day of July, 2020.

**EASTOVER SOLAR LLC,**  
A DELAWARE LIMITED LIABILITY COMPANY, AS SPONSOR

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

IN WITNESS WHEREOF, the County acknowledges it has consented to the addition of each of the above-named entities as a Sponsor Affiliate under the Fee Agreement effective as of the 14<sup>th</sup> day of July, 2020.

**RICHLAND COUNTY, SOUTH CAROLINA**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

[Signature page to Joinder Agreement]



IN WITNESS WHEREOF, each of the undersigned has executed this Joinder Agreement to be effective as of the 14<sup>th</sup> day of July, 2020.

**PALISADES PROPERTIES, INC.,**  
A DELAWARE CORPORATION, AS SPONSOR AFFILIATE  
(73.36% OWNERSHIP INTEREST)

By: \_\_\_\_\_  
Name: William V. Roberts  
Its: President

**WILLIAM V. ROBERTS,**  
INDIVIDUALLY, AS SPONSOR AFFILIATE  
(19.34% OWNERSHIP INTEREST)

By: \_\_\_\_\_  
Name: William V. Roberts, individually

**JANE R. BALLARD 2017 IRREVOCABLE TRUST,**  
AS SPONSOR AFFILIATE  
(7.30% OWNERSHIP INTEREST)

By: \_\_\_\_\_  
Name: William V. Roberts  
Its: Trustee

IN WITNESS WHEREOF, the undersigned hereby designates each of the above-named entities as a Sponsor Affiliate under the Fee Agreement to be effective as of the 14<sup>th</sup> day of July, 2020.

**EASTOVER SOLAR LLC,**  
A DELAWARE LIMITED LIABILITY COMPANY, AS SPONSOR

By: RC  
Name: Ben Catt  
Its: Manager

IN WITNESS WHEREOF, the County acknowledges it has consented to the addition of each of the above-named entities as a Sponsor Affiliate under the Fee Agreement effective as of the 14<sup>th</sup> day of July, 2020.

**RICHLAND COUNTY, SOUTH CAROLINA**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

[Signature page to Joinder Agreement]

IN WITNESS WHEREOF, each of the undersigned has executed this Joinder Agreement to be effective as of the 14<sup>th</sup> day of July, 2020.

**PALISADES PROPERTIES, INC.,**  
A DELAWARE CORPORATION, AS SPONSOR AFFILIATE  
(73.36% OWNERSHIP INTEREST)

By: \_\_\_\_\_  
Name: William V. Roberts  
Its: President

**WILLIAM V. ROBERTS,**  
INDIVIDUALLY, AS SPONSOR AFFILIATE  
(19.34% OWNERSHIP INTEREST)

By: \_\_\_\_\_  
Name: William V. Roberts, individually

**JANE R. BALLARD 2017 IRREVOCABLE TRUST,**  
AS SPONSOR AFFILIATE  
(7.30% OWNERSHIP INTEREST)

By: \_\_\_\_\_  
Name: William V. Roberts  
Its: Trustee

IN WITNESS WHEREOF, the undersigned hereby designates each of the above-named entities as a Sponsor Affiliate under the Fee Agreement to be effective as of the 14<sup>th</sup> day of July, 2020.

**EASTOVER SOLAR LLC,**  
A DELAWARE LIMITED LIABILITY COMPANY, AS SPONSOR

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

IN WITNESS WHEREOF, the County acknowledges it has consented to the addition of each of the above-named entities as a Sponsor Affiliate under the Fee Agreement effective as of the 14<sup>th</sup> day of July, 2020.

**RICHLAND COUNTY, SOUTH CAROLINA**

By: Paul Livingston  
Name: Paul Livingston  
Its: Chair, County Council

[Signature page to Joinder Agreement]

**EXHIBIT B**

**ASSIGNMENT AND ASSUMPTION OF JOINDER AGREEMENT**

[attached]

## ASSIGNMENT AND ASSUMPTION OF JOINDER AGREEMENT

**THIS ASSIGNMENT AND ASSUMPTION OF JOINDER AGREEMENT** (this "Assignment Agreement") is made and entered into as of the 2<sup>nd</sup> day of September, 2022 (the "Effective Date"), by and between **PALISADES PROPERTIES, INC.**, a Delaware corporation, **William V. Roberts**, an individual, and **Jane R. Ballard 2017 Irrevocable Trust**, an irrevocable trust (each an "Assignor" and together the "Assignors") and **RENEW A I LLC**, a Delaware limited liability company ("Assignee"), formerly known as PALOMA SOLAR & WIND, LLC, a Delaware limited liability company ("Paloma"). All capitalized terms used in this Agreement shall have the meanings ascribed to them herein. If a capitalized term is not defined within a specific section or provision of this Assignment Agreement, it shall have the meaning set forth in the Joinder Agreement (as defined herein), or to the extent stated therein, the Fee Agreement (as defined herein).

### WITNESSETH:

WHEREAS, Richland County, South Carolina (the "County"), acting by and through its County Council (the "Council"), pursuant to the provisions of the Code of Laws of South Carolina 1976, as amended (the "Code"), and specifically Title 12, Chapter 44 of the Code (the "FILOT Act"), entered into that certain Fee-in-Lieu of *Ad Valorem* Taxes And Incentives Agreement with Eastover Solar, LLC ("Eastover") dated as of May 21, 2019 (the "Fee Agreement"), a true and correct copy of which is attached as **Exhibit A** hereto, wherein, in relevant part, the County agreed to provide certain property tax incentives to Eastover with respect to certain real and personal property located in the County at the property described in Exhibit A to the Fee Agreement (the "Real Property"); and

WHEREAS, the Fee Agreement contained an investment requirement pursuant to which Eastover agreed to invest, collectively with any other existing, or to-be-formed or acquired subsidiaries, affiliates or related entities and any Sponsor Affiliates, \$77,000,000 in Economic Development Property by the end of the Investment Period (the "Project"); and

WHEREAS, each Assignor joined the Project as a Sponsor Affiliate pursuant to a Joinder Agreement dated July 14, 2020 (the "Joinder Agreement"), a true and correct copy of which is attached hereto as **Exhibit B**; and

WHEREAS, on August 31, 2022, all of the Assignors' right, title, and interest in and to a parcel, identified as Lease Parcel 2 with TMS R39200-02-23, which the County previously acknowledged and agreed is included in the Real Property (the "Assignors' Property"), was transferred to Assignee, such sale being reflected by that true and correct copy of Limited Warranty Deed of Real Property attached hereto as **Exhibit C**; and

WHEREAS, on September 2, 2022, Paloma legally changed its name to Renewa I LLC; and

WHEREAS, the Assignors desires to assign to the Assignee all of its right, title, and interest in and to the Assignors' Property and to assign its right, title and interest in and to the Joinder Agreement, and by extension, the Fee Agreement, and the Assignee desires to assume all right, title, and interest in and to the Assignors' Property and to assume the rights, title and interest in and to the Joinder Agreement, and by extension, the Fee Agreement (the "Assignment"); and

WHEREAS, Section 1 of the Joinder Agreement incorporates the terms of the Fee Agreement, including Section 8.6 of the Fee Agreement which permits the assignment of the Fee Agreement in whole or in part; and

NOW, THEREFORE, in consideration of ONE AND NO/100 DOLLARS (\$1.00) and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment and Assumption of Joinder and Fee Agreements. The Assignors do hereby, assign, transfer and set over to the Assignee, all of the Assignors' right, title, interest and obligations under the Joinder Agreement, and by extension the Fee Agreement, and the Assignee hereby accepts and assumes all of the Assignors' right, title, interest and obligations under the Joinder Agreement, and by extension the Fee Agreement, as of the Effective Date.

2. County Notification of Assignment and Assumption of Fee Agreement. Pursuant to Section 8.6 of the Fee Agreement, the Assignee shall comply with necessary actions related to the Assignment.

3. Amendment. This Assignment Agreement may be amended, modified or supplemented, and any provision hereof may be waived, only by written agreement of the parties hereto.

4. Governing Law. This Assignment Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of South Carolina, without regard to conflict of law principles.

5. Successors and Assigns. This Assignment Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Assignment Agreement is not intended and shall not be deemed to confer upon or give any person except the parties hereto and their respective successors and permitted assigns any remedy, claim, liability, reimbursement, cause of action or other right under or by reason of this Assignment Agreement.

6. Counterparts; Electronic Signatures. This Assignment Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument and shall become binding when one or more of the counterparts have been signed by each of the parties and delivered to the other party. This Assignment Agreement may be circulated for signature through electronic transmission, including, without limitation, facsimile and email, and all signatures so obtained and transmitted shall be deemed for all purposes under this Assignment Agreement to be original signatures and may conclusively be relied upon by any party to this Assignment Agreement.

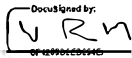
*[signature page to follow]*

[signature page to Assignment and Assumption of Fee Agreement]

IN WITNESS WHEREOF, the Assignors and the Assignee have caused this Assignment Agreement to be executed as of the Effective Date.

**ASSIGNORS:**


**PALISADES PROPERTIES, INC.,**  
a Delaware corporation

By:   
Name: William V. Roberts  
Title: President

**WILLIAM V. ROBERTS**

By: 

**JANE R. BALLARD 2017 IRREVOCABLE TRUST**

By:   
Name: William V. Roberts  
Title: Trustee

**ASSIGNEE:**

**RENEWA I LLC,**  
a Delaware limited liability company

By: Gage Mooring  
Gage Mooring (Jan 7, 2025 09:33 CST)  
Name: Gage Mooring *BTR*  
Title: Co-CEO

## EXHIBIT A TO ASSIGNMENT AGREEMENT

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. 022-19HR

**AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF *AD VALOREM* TAXES AND INCENTIVE AGREEMENT BY AND BETWEEN RICHLAND COUNTY, SOUTH CAROLINA AND EASTOVER SOLAR LLC, A COMPANY PREVIOUSLY IDENTIFIED AS PROJECT ES, TO PROVIDE FOR PAYMENT OF A FEE-IN-LIEU OF TAXES; AUTHORIZING CERTAIN SPECIAL SOURCE CREDITS; AND OTHER RELATED MATTERS.**

WHEREAS, Richland County, South Carolina ("County"), acting by and through its County Council ("County Council") is authorized pursuant to the provisions of Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended ("FILOT Act"), to encourage manufacturing and commercial enterprises to locate in the State of South Carolina ("South Carolina" or "State") or to encourage manufacturing and commercial enterprises now located in the State to expand their investments and thus make use of and employ the manpower, products, and other resources of the State by entering into an agreement with a sponsor, as defined in the FILOT Act, that provides for the payment of a fee-in-lieu of *ad valorem* tax ("FILOT Payments"), with respect to economic development property, as defined in the FILOT Act;

WHEREAS, pursuant to Article VIII, Section 13 of the South Carolina Constitution and Title 4, Section 1, Code of Laws of South Carolina, 1976, as amended (collectively, "MCIP Act"), the County is authorized to jointly develop multicounty parks with counties having contiguous borders with the County and, in the County's discretion, include property within the boundaries of such multicounty parks. Under the authority provided in the MCIP Act, the County has created a multicounty park with Fairfield County more particularly known as the I-77 Corridor Regional Industrial Park ("Park");

WHEREAS, pursuant to the FILOT and MCIP Acts, the County is authorized to provide special source revenue credits ("Special Source Credits") against FILOT Payments derived from economic development property to pay costs of designing, acquiring, constructing, improving or expanding (i) infrastructure serving a project or the County and (ii) improved and unimproved real estate and personal property used in the operation of a commercial enterprise or manufacturing facility ("Infrastructure");

WHEREAS, Eastover Solar LLC, a company previously identified as Project ES ("Sponsor"), desires to establish and/or expand certain facilities to be located in the County ("Project") consisting of taxable investment in real and personal property of not less than \$77,000,000; and

WHEREAS, at the request of the Sponsor and as an inducement to locate the Project in the County, the County desires to enter into a Fee-in-Lieu of *Ad Valorem* Taxes and Incentive Agreement with the Sponsor, as sponsor, the final form of which is attached as Exhibit A ("Fee Agreement"), pursuant to which the County will provide certain incentives to the Sponsor with respect to the Project, including (1) providing for FILOT Payments, to be calculated as set forth in the Fee Agreement, with respect to the portion of the Project which constitutes economic development property; (2) locating the Project in the Park; and (3) providing Special Source Credits, as described in the Fee Agreement, to assist in paying the costs of certain Infrastructure.

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

**Section 1. *Statutory Findings.*** Based on information supplied to the County by the Sponsor, County Council evaluated the Project based on relevant criteria including, the purposes the Project is to

accomplish, the anticipated dollar amount and nature of the investment, and the anticipated costs and benefits to the County, and hereby finds:

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

(b) The Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against its general credit or taxing power;

(c) The purposes to be accomplished by the Project are proper governmental and public purposes and the benefits of the Project are greater than the costs.

**Section 2. *Approval of Incentives; Authorization to Execute and Deliver Fee Agreement.*** The incentives as described in this Ordinance ("Ordinance"), and as more particularly set forth in the Fee Agreement, with respect to the Project are hereby approved. The form, terms and provisions of the Fee Agreement that is before this meeting are approved and all of the Fee Agreement's terms and conditions are incorporated in this Ordinance by reference. The Chair of County Council ("Chair") is authorized and directed to execute the Fee Agreement in the name of and on behalf of the County, subject to the approval of any revisions or changes as are not materially adverse to the County by the County Administrator and counsel to the County, and the Clerk to County Council is hereby authorized and directed to attest the Fee Agreement and to deliver the Fee Agreement to the Sponsor.

**Section 3. *Inclusion within the Park.*** The expansion of the Park boundaries to include the Project is authorized and approved. The Chair, the County Administrator and the Clerk to County Council are each 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 agreement governing the Park ("Park Agreement"), the expansion of the Park's boundaries and the amendment to the Park Agreement is complete on adoption of this Ordinance by County Council and delivery of written notice to Fairfield County of the inclusion of the Project in the Park.

**Section 4. *Further Assurances.*** The County Council confirms the authority of the Chair, the County Administrator, the Director of Economic Development, the Clerk to County Council, and various other County officials and staff, acting at the direction of the Chair, the County Administrator, the Director of Economic Development or Clerk to County Council, as appropriate, to take whatever further action and to negotiate, execute and deliver whatever further documents as may be appropriate to effect the intent of this Ordinance and the incentives offered to the Sponsor under this Ordinance and the Fee Agreement.

**Section 5. *Savings Clause.*** The provisions of this Ordinance are separable. If any part of this Ordinance is, for any reason, unenforceable then the validity of the remainder of this Ordinance is unaffected.

**Section 6. *General Repealer.*** Any prior ordinance, resolution, or order, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.


**Section 7. *Effectiveness.*** This Ordinance is effective after its third reading and public hearing.



RICHLAND COUNTY, SOUTH CAROLINA

  
Chair, Richland County Council

(SEAL)  
ATTEST:

  
Clerk of Council, Richland County Council

First Reading: April 16, 2019  
Second Reading: May 7, 2019  
Public Hearing: May 21, 2019  
Third Reading: May 21, 2019

**EXHIBIT A**  
**FORM OF FEE AGREEMENT**

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**FEE-IN-LIEU OF *AD VALOREM* TAXES AND INCENTIVE AGREEMENT**

**BETWEEN**

**EASTOVER SOLAR LLC**

**AND**

**RICHLAND COUNTY, SOUTH CAROLINA**

**EFFECTIVE AS OF MAY 21, 2019**

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**SUMMARY OF CONTENTS OF  
FEE-IN-LIEU OF AD VALOREM TAXES AND  
INCENTIVE AGREEMENT ("FEE AGREEMENT")**

The parties have agreed to waive the requirement to recapitulate the contents of this Fee Agreement pursuant to Section 12-44-55 of the Code (as defined herein). However, the parties have agreed to include a summary of the key provisions of this Fee Agreement for the convenience of the parties. This summary is included for convenience only and is not to be construed as a part of the terms and conditions of this Fee Agreement.

PROVISION	BRIEF DESCRIPTION	SECTION REFERENCE
Sponsor Name	Eastover Solar LLC	Section 1.1, Page 3
Project Location		
Tax Map No.	R39200-02-03	Exhibit A
	R39300-02-02 (portion)	
	R39300-02-06 (portion)	
	R39300-02-05 (portion)	
<b>FILOT</b>		
• Phase Exemption Period	30 years	Section 1.1, Page 3
• Contract Minimum Investment Requirement	\$77,000,000	Section 1.1, Page 2
• Investment Period	5 years	Section 1.1, Page 3
• Assessment Ratio	6%	Section 4.1, Page 6
• Millage Rate	469.0 mills [(lowest allowable)]	Section 4.1, Page 6
• Fixed or Five-Year Adjustable Millage	Fixed	Section 4.1, Page 6
• Claw Back Information	Terminate and claw back if investment does not reach the Standard FILOT Act Minimum Investment Requirement; differential payment due if investment does not reach NPV FILOT Act Minimum Investment Requirement	Section 6.1, Page 8
Multicounty Park	1-77 Corridor Regional Industrial Park	Section 1.1, Page 3
Special Source Credit	77% against each annual FILOT Payment	Section 5.2, Page
• Brief Description	See above	
• Credit Term	See above	
• Clawback Information		
Other Information	FILOT Payment calculation to be made using net present value FILOT terms pursuant to Section 12-44-50(A)(2) of the FILOT Act based net present value calculations	Section 4.1, Page 7

## FEE-IN-LIEU OF AD VALOREM TAXES AND INCENTIVE AGREEMENT

THIS FEE-IN-LIEU OF AD VALOREM TAXES AND INCENTIVE AGREEMENT ("*Fee Agreement*") is entered into, effective, as of May 21, 2019 between Richland County, South Carolina ("*County*"), a body politic and corporate and a political subdivision of the State of South Carolina ("*State*"), acting through the Richland County Council ("*County Council*") as the governing body of the County, and Eastover Solar LLC, a limited liability company organized and existing under the laws of the State of Delaware and previously identified as Project ES ("*Sponsor*").

### WITNESSETH:

(a) The County is authorized pursuant to the provisions of Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended ("*FILOT Act*") and Title 4, Chapter 1, Code of Laws of South Carolina 1976, as amended (the "*MCIP Act*") to encourage manufacturing and commercial enterprises to locate in the State of South Carolina ("*South Carolina*" or "*State*") or to encourage manufacturing and commercial enterprises now located in the State to expand their investments and thus make use of and employ the manpower, products, and other resources of the State by entering into an agreement with a sponsor, as defined in the FILOT Act, that provides for the payment of a fee-in-lieu of ad valorem tax ("*FILOT Payments*") with respect to economic development property, as defined below;

(b) Section 4-1-175 of the Code authorizes the County to provide special source revenue credits ("*Special Source Credits*") against payments in lieu of taxes for purposes of defraying of the cost of designing, acquiring, constructing, improving, or expanding (i) the infrastructure serving the County or a project and (ii) for improved and unimproved real estate, and personal property, including machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise (collectively, "*Infrastructure*");

(b) The Sponsor has committed to locate or expand certain facilities to be operated as a solar-powered electric generating facility ("*Project*") in the County, consisting of taxable investment in real and personal property of not less than \$77,000,000;

(c) By an ordinance enacted on May 21, 2019 County Council authorized the County to enter into this Fee Agreement with the Sponsor to provide for a FILOT and certain Special Source Credits as an inducement for the Sponsor to locate or expand the Project in the County.

NOW, THEREFORE, AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, the parties agree as follows:

### ARTICLE I DEFINITIONS

**Section 1.1. Terms.** The defined terms used in this Fee Agreement have the meaning given below, unless the context clearly requires otherwise.

"*Administration Expenses*" means the reasonable expenses incurred by the County in the negotiation, approval and implementation of the terms and provisions of this Fee Agreement, including reasonable attorney's and consultant's fees. Administration Expenses does not include any costs, expenses, including attorney's fees, incurred by the County (i) in defending challenges to the FILOT Payments, Special Source Credits, or other terms and provisions set forth in this Fee Agreement brought by third parties or the Sponsor or its affiliates and related entities, or (ii) in connection with matters arising at the request of the Sponsor outside of the immediate scope of this Fee Agreement, including amendments to the terms of this Fee Agreement.

**"Affiliate"** shall mean any corporation, limited liability company, partnership or other Person or entity which now or hereafter owns all or part of the Sponsor or any Sponsor Affiliate, as the case may be, or which is now or hereafter owned in whole or in part by the Sponsor or any Sponsor Affiliate, as the case may be, or by any partner, shareholder or owner of the Sponsor or any Sponsor Affiliate, as the case may be, and shall also include any subsidiary, affiliate or other Person, individual, or entity who now or hereafter bears a relationship to the Sponsor or any Sponsor Affiliate, as the case may be, as described in Section 267(b) of the Internal Revenue Code.

**"Code"** means the Code of Laws of South Carolina 1976, as amended.

**"Commencement Date"** means the last day of the property tax year during which the initial Economic Development Property comprising the Project is placed in service. The Commencement Date shall not be later than the last day of the property tax year which is three years from the year in which the County and the Sponsor enter into this Fee Agreement. For purposes of this Fee Agreement, the parties agree that, to the maximum extent permitted by the FILOT Act, the Commencement Date shall be no later than December 31, 2022, though the Sponsor presently anticipates that the Commencement Date will be December 31, 2021.

**"Contract Minimum Investment Requirement"** means a taxable investment in real and personal property in the Project of not less than \$77,000,000 within the Investment Period.

**"County"** means Richland County, South Carolina, a body politic and corporate and a political subdivision of the State, its successors and assigns, acting by and through the County Council as the governing body of the County.

**"County Council"** means the Richland County Council, the governing body of the County.

**"Department"** means the South Carolina Department of Revenue, or any successor entity thereto.

**"Diminution in Value"** means a reduction in the fair market value of Economic Development Property, as determined in Section 4.1(a)(i) of this Fee Agreement, which may be caused by (i) the removal or disposal of components of the Project pursuant to Section 4.3 of this Fee Agreement; (ii) a casualty as described in Section 4.4 of this Fee Agreement; or (iii) a condemnation as described in Section 4.5 of this Fee Agreement.

**"Economic Development Property"** means those items of real and tangible personal property comprising the Project placed in service within the Investment Period that (i) satisfy the conditions of classification as economic development property under the FILOT Act, and (ii) are identified by the Sponsor in its annual filing of a PT-300S or comparable form with the Department (as such filing may be amended from time to time).

**"Equipment"** means all of the machinery, equipment, furniture, office equipment, and fixtures, together with any and all additions, accessions, replacements, and substitutions now or hereafter acquired for use on or about the Land.

**"Event of Default"** means any event of default specified in Section 7.1 of this Fee Agreement.

**"Fee Agreement"** means this Fee-In-Lieu of *Ad Valorem* Taxes and Incentive Agreement, as originally executed and as may be supplemented or amended as permitted herein.

**"FILOT Act"** means Title 12, Chapter 44 of the Code, as amended.

**"FILOT Payments"** means the amount paid or to be paid in lieu of *ad valorem* property taxes as provided in Section 4.1 of this Fee Agreement.



**"Final Phase"** means the Economic Development Property placed in service during the last year of the Investment Period.

**"Final Termination Date"** means the date on which the last FILOT Payment with respect to the Final Phase is made, or such earlier date as the Fee Agreement is terminated in accordance with the terms of this Fee Agreement. Assuming the Phase Termination Date for the Final Phase is December 31, 2049, the Final Termination Date is expected to be January 15, 2051, which is the due date of the last FILOT Payment with respect to the Final Phase.

**"Improvements"** means all improvements now or hereafter constructed on the Land, including buildings, building additions, roads, sewer lines, and infrastructure, together with all additions, fixtures, accessions, replacements, and substitutions.

**"Infrastructure"** means (i) the infrastructure serving the County or the Project, (ii) improved and unimproved real estate, and personal property, including machinery and equipment, used in the operation of a manufacturing or commercial enterprise, or (iii) such other items as may be described in or permitted under Section 4-29-68 of the Code.

**"Investment Period"** means the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending five years after the Commencement Date, as may be extended pursuant to Section 12-44-30(13) of the FILOT Act. For purposes of this Fee Agreement, the Investment Period, unless so extended, is expected to end on December 31, 2026.

**"Land"** means the land that the Sponsor uses or will use in the County for the purposes that Section 2.2(b) describes, and initially consists of the land identified on Exhibit A of this Fee Agreement.

**"MCIP Act"** means Article VIII, Section 13(D) of the Constitution of the State of South Carolina, and Sections 4-1-170, 4-1-172, 4-1-175, and 4-29-68 of the Code.

**"Multicounty Park"** means the I-77 Corridor Regional Industrial Park governed by the Amended and Restated Master Agreement Governing the I-77 Corridor Regional Industrial Park, dated as of September 1, 2018, between the County and Fairfield County, South Carolina, as may be amended.

**"NPV FILOT Minimum Investment Requirement"** means an investment of at least \$45,000,000 in the Project within the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending five years after the Commencement Date, as set forth in Section 12-44-50(A)(3).

**"Net FILOT Payment"** means the FILOT Payment net of the Special Source Credit.

**"Person"** shall mean and include any individual, association, unincorporated organization, corporation, partnership, limited liability company, joint venture, or government or agency or political subdivision thereof.

**"Phase"** means the Economic Development Property placed in service during a particular year of the Investment Period.

**"Phase Exemption Period"** means, with respect to each Phase, the period beginning with the property tax year the Phase is placed in service during the Investment Period and ending on the Phase Termination Date.

**"Phase Termination Date"** means, with respect to each Phase, the last day of the property tax year which is the 29<sup>th</sup> year following the first property tax year in which the Phase is placed in service.

**"Project"** means all the Equipment, Improvements, and the Land in the County that the Sponsor determines to be necessary, suitable, or useful by the Sponsor in connection with its investment in the County, only to the extent placed in service during the Investment Period.

**"Removed Components"** means Economic Development Property which the Sponsor, in its sole discretion, (a) determines to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable, or unnecessary pursuant to Section 4.3 of this Fee Agreement or otherwise; or (b) elects to be treated as removed pursuant to Section 4.4(c) or Section 4.5(b)(iii) of this Fee Agreement.

**"Replacement Property"** means any property which is placed in service as a replacement for any Removed Component regardless of whether the Replacement Property serves the same functions as the Removed Component it is replacing and regardless of whether more than one piece of Replacement Property replaces a single Removed Component.

**"South Carolina Freedom of Information Act"** shall mean Title 30, Chapter 4 of the Code.

**"Special Source Credits"** means the special source revenue credits provided to the Sponsor pursuant to Section 4-1-175 of the MCIP Act and Section 5.1 of this Fee Agreement, with respect to the Infrastructure. Special Source Credits are to be used for the payment of, or reimbursement for, Infrastructure constituting real property, improvements and infrastructure before any use for the payment of Infrastructure constituting personal property, notwithstanding any presumptions to the contrary in the MCIP Act or otherwise.

**"Sponsor"** means Eastover Solar LLC, a limited liability company organized and existing under the laws of the State of Delaware and a company previously identified as Project ES, and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Sponsor under this Fee Agreement.

**"Sponsor Affiliate"** means an entity that participates in the investment at the Project and, following receipt of the County's approval pursuant to Section 9.1 of this Fee Agreement, joins this Fee Agreement by delivering a Joinder Agreement, the form of which is attached as Exhibit B to this Fee Agreement.

**"Standard FILOT Act Minimum Investment Requirement"** means an investment of at least \$2,500,000 in Economic Development Property as of the day ending five years after the Commencement Date, as set forth in Section 12-44-30(14) of the FILOT Act, which investment amount shall be calculated in accordance with, and subject to, Section 12-44-130 of the FILOT Act.

**"State"** means the State of South Carolina.

**"Term"** means the term of this Fee Agreement, as set forth in Section 10.10(a) of this Fee Agreement.

Any reference to any agreement or document in this Article I or otherwise in this Fee Agreement shall include any and all amendments, supplements, addenda, and modifications to such agreement or document.

The term "investment" or "invest" as used in this Fee Agreement includes not only investments made by the Sponsor, but also to the fullest extent permitted by law, those investments made by or for the benefit of the Sponsor in connection with the Project through federal, state, or local grants, to the extent such investments are or, but for the terms of this Fee Agreement, would be subject to *ad valorem* taxes to be paid by the Sponsor.

## ARTICLE II REPRESENTATIONS AND WARRANTIES

**Section 2.1. *Representations and Warranties of the County.*** The County represents and warrants as follows:

(a) The County is a body politic and corporate and a political subdivision of the State and acts through the County Council as its governing body. The FILOT Act authorizes and empowers the County to enter into the transactions that this Fee Agreement contemplates and to carry out its obligations under this Fee Agreement. The County has duly authorized the execution and delivery of this Fee Agreement and all other documents, certificates or other agreements contemplated in this Fee Agreement and has obtained all consents from third parties and taken all actions necessary or that the law requires to fulfill its obligations under this Fee Agreement.

(b) Based on representations by the Sponsor, County Council evaluated the Project based on all relevant criteria including the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment resulting from the Project, and the anticipated costs and benefits to the County and following the evaluation, the County determined that (i) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (ii) the Project gives rise to no pecuniary liability of the County or any incorporated municipality and to no charge against the County's general credit or taxing power; (iii) the purposes to be accomplished by the Project are proper governmental and public purposes; and (iv) the benefits of the Project are greater than the costs.

(c) The County identified the Project, as a "project" on March 5, 2019 by adopting an Inducement Resolution, as defined in the FILOT Act on March 5, 2019.

(d) The County is not in default of any of its obligations (contractual or otherwise) as a result of entering into and performing its obligations under this Fee Agreement.

(e) The County has located, or will take all reasonable action to locate, the Project in the Multicounty Park on terms, and for a duration, sufficient to facilitate the County's provisions of the Special Source Credits set forth in this Fee Agreement.

**Section 2.2. *Representations and Warranties of the Sponsor.*** The Sponsor represents and warrants as follows:

(a) The Sponsor is in good standing under the laws of the state of its organization, is duly authorized to transact business in the State (or will obtain such authority prior to commencing business in the State), has power to enter into this Fee Agreement, and has duly authorized the execution and delivery of this Fee Agreement.

(b) The Sponsor intends to operate the Project as a solar-powered electric generating facility and for such other purposes that the FILOT Act permits as the Sponsor may deem appropriate.

(c) The Sponsor's execution and delivery of this Fee Agreement and its compliance with the provisions of this Fee Agreement do not result in a default under any agreement or instrument to which the Sponsor is now a party or by which it is bound.

(d) The Sponsor will use commercially reasonable efforts to achieve the Contract Minimum Investment Requirement within the Investment Period.

(e) The execution and delivery of this Fee Agreement by the County and the availability of the FILOT, Special Source Credits, and other incentives provided by this Fee Agreement has been an inducement for the Sponsor to locate the Project in the County.

(f) The Sponsor has retained legal counsel to confirm, or has had a reasonable opportunity to consult legal counsel to confirm, its eligibility for the FILOT, Special Source Credits, and other incentives granted by this Fee Agreement and has not relied on the County, its officials, employees or legal representatives with respect to any question of eligibility or applicability of the FILOT and other incentives granted by this Fee Agreement.

### ARTICLE III THE PROJECT

**Section 3.1. *The Project.*** The Sponsor intends and expects to (i) construct or acquire the Project and (ii) meet the Contract Minimum Investment Requirement within the Investment Period. The parties hereto agree, to the maximum extent permitted by the FILOT Act, that the first Phase of the Project is anticipated to be placed in service during the calendar year ending December 31, 2021. Notwithstanding anything contained in this Fee Agreement to the contrary, the Sponsor is not obligated to complete the acquisition of the Project. However, if the Contract Minimum Investment Requirement is not met in the Investment Period, the benefits provided to the Sponsor, or Sponsor Affiliate, if any, pursuant to this Fee Agreement may be reduced, modified or terminated as provided in this Fee Agreement.

**Section 3.2 *Leased Property.*** To the extent that State law allows or is revised or construed to permit leased assets including a building, or personal property to be installed in a building, to constitute Economic Development Property, then any property leased by the Sponsor is, at the election of the Sponsor, deemed to be Economic Development Property for purposes of this Fee Agreement, subject, at all times, to the requirements of State law and this Fee Agreement with respect to property comprising Economic Development Property.

#### **Section 3.3. *Filings and Reports.***

(a) On or before January 31 of each year during the term of this Fee Agreement, commencing the first January 31 following the Commencement Date, the Sponsor shall deliver to the Economic Development Director of the County, pursuant to the instructions set forth in Section 10.1 of this Fee Agreement, with respect to the Sponsor and all Sponsor Affiliates, if any, the information required by the terms of the County's Resolution dated December 12, 2017, which is attached hereto as Exhibit C, as may be amended by subsequent resolution.

(b) The Sponsor shall file a copy of this Fee Agreement and a completed PT-443 with the Economic Development Director and the Department and the Auditor, Treasurer and Assessor of the County and partner county to the Multicounty Park.

(c) On request by the County Administrator or the Economic Development Director, the Sponsor shall remit to the Economic Development Director records accounting for the acquisition, financing, construction, and operation of the Project which records (i) permit ready identification of all Economic Development Property; (ii) confirm the dates that the Economic Development Property or a Phase thereof was placed in service; and (iii) include copies of all filings made in accordance with this Section.

## ARTICLE IV FILOT PAYMENTS

### Section 4.1. *FILOT Payments.*

(a) The FILOT Payment due with respect to each Phase through the Phase Termination Date is calculated as follows:

- (i) The fair market value of the Phase calculated as set forth in the FILOT Act (for the Land portion of the Phase, the County and the Sponsor have elected to use the fair market value established in the first year of the Phase Exemption Period), multiplied by
- (ii) An assessment ratio of six percent (6%), multiplied by
- (iii) A fixed millage rate equal to 469.0 mills, which is the cumulative millage rate levied by or on behalf of all the taxing entities within which the Project is located as of [June 30, 2018].

As authorized in, and subject to the provisions of, Section 12-44-50(A)(3) of the FILOT Act, the FILOT Payments shall be calculated pursuant to an alternative payment method yielding (over the Phase Exemption Period for each Phase) a payment stream which has the same net present value as the payment stream which would be generated using the standard FILOT calculation provided under Section 12-44-50(A)(1) of the FILOT Act and the factors set forth above in Section 4.1 of this Fee Agreement. Such net present value calculations shall be determined using a discount rate which is equivalent to the yield in effect for new or existing United States Treasury bonds of similar maturity as published during the month in which this Fee Agreement is executed, which is [ ]% (*i.e.*, the discount rate so in effect on [ ]).

The calculation of the FILOT Payment must allow all applicable property tax exemptions except those excluded pursuant to Section 12-44-50(A)(2) of the FILOT Act. The Sponsor acknowledges that (i) the calculation of the annual FILOT Payment is a function of the Department and is wholly dependent on the Sponsor timely submitting the correct annual property tax returns to the Department, (ii) the County has no responsibility for the submission of returns or the calculation of the annual FILOT Payment, and (iii) failure by the Sponsor to submit the correct annual property tax return could lead to a loss of all or a portion of the FILOT and other incentives provided by this Fee Agreement.

(b) If a final order of a court of competent jurisdiction from which no further appeal is allowable declares the FILOT Payments invalid or unenforceable, in whole or in part, for any reason, the parties shall negotiate the reformation of the calculation of the FILOT Payments to most closely afford the Sponsor with the intended benefits of this Fee Agreement. If such order has the effect of subjecting the Economic Development Property to *ad valorem* taxation, this Fee Agreement shall terminate, and the Sponsor shall owe the County regular *ad valorem* taxes from the date of termination, in accordance with Section 4.7 of this Fee Agreement.

**Section 4.2. *FILOT Payments on Replacement Property.*** If the Sponsor elects to place Replacement Property in service, then, pursuant and subject to the provisions of Section 12-44-60 of the FILOT Act, the Sponsor shall make the following payments to the County with respect to the Replacement Property for the remainder of the Phase Exemption Period applicable to the Removed Component of the Replacement Property:

(a) FILOT Payments, calculated in accordance with Section 4.1 of this Fee Agreement, on the Replacement Property to the extent of the original income tax basis of the Removed Component the Replacement Property is deemed to replace.

(b) Regular *ad valorem* tax payments to the extent the income tax basis of the Replacement Property exceeds the original income tax basis of the Removed Component the Replacement Property is deemed to replace and such replacement occurs after the Investment Period.

**Section 4.3. Removal of Components of the Project.** Subject to the other terms and provisions of this Fee Agreement, the Sponsor is entitled to remove and dispose of components of the Project in its sole discretion. Components of the Project are deemed removed when scrapped, sold or otherwise removed from the Project. If the components removed from the Project are Economic Development Property, then the Economic Development Property is a Removed Component, no longer subject to this Fee Agreement and is prospectively subject to *ad valorem* property taxes to the extent the Removed Component remains in the State and is otherwise subject to *ad valorem* property taxes; provided, however, that notwithstanding the foregoing provisions of this Section 4.3, if any part of the Economic Development Property is so removed and disposed of, then the Sponsor is obligated to pay to the County an amount equal to the difference between (i) what the Sponsor would have paid to the County with respect to such Economic Development Property using the standard FILOT calculation described in Section 12-44-50(A)(1) of the FILOT Act and the factors set forth in Section 4.1 of this Fee Agreement and (ii) the amount actually paid by the Sponsor using the alternative payment method FILOT described in Section 12-44-50(A)(3) and the factors set forth in Section 4.1 of this Fee Agreement (a "Differential Payment"), after taking into account the Special Source Credits that would have applied, or did apply, to each such FILOT Payment, as the case may be. Such Differential Payment will be made and included by the Sponsor with the FILOT Payment due to the County for the tax year corresponding to the property tax year in which such removal and disposal occurs.

**Section 4.4. Damage or Destruction of Economic Development Property.**

(a) *Election to Terminate.* If Economic Development Property is damaged by fire, explosion, or any other casualty, then the Sponsor may terminate this Fee Agreement. For the tax year corresponding to the property tax year in which the damage or casualty occurs, the Sponsor is obligated to make FILOT Payments with respect to the damaged Economic Development Property only to the extent property subject to *ad valorem* taxes would have been subject to *ad valorem* taxes under the same circumstances for the period in question.

(b) *Election to Restore and Replace.* If Economic Development Property is damaged by fire, explosion, or any other casualty, and the Sponsor does not elect to terminate this Fee Agreement, then the Sponsor may restore and replace the Economic Development Property. All restorations and replacements made pursuant to this subsection (b) are deemed, to the fullest extent permitted by law and this Fee Agreement, to be Replacement Property.

(c) *Election to Remove.* If Economic Development Property is damaged by fire, explosion, or any other casualty, and the Sponsor elects not to terminate this Fee Agreement pursuant to subsection (a) and elects not to restore or replace pursuant to subsection (b), then the damaged portions of the Economic Development Property are deemed Removed Components.

**Section 4.5. Condemnation.**

(a) *Complete Taking.* If at any time during the Term of this Fee Agreement title to or temporary use of the Economic Development Property is vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation, or the right of eminent domain; by voluntary transfer under threat of such taking; or by a taking of title to a portion of the Economic

Development Property which renders continued use or occupancy of the Economic Development Property commercially unfeasible in the judgment of the Sponsor, the Sponsor shall have the option to terminate this Fee Agreement by sending written notice to the County within a reasonable period of time following such vesting.

(b) *Partial Taking.* In the event of a partial taking of the Economic Development Property or a transfer in lieu, the Sponsor may elect: (i) to terminate this Fee Agreement; (ii) to restore and replace the Economic Development Property, with such restorations and replacements deemed, to the fullest extent permitted by law and this Fee Agreement, to be Replacement Property; or (iii) to treat the portions of the Economic Development Property so taken as Removed Components.

(c) In the year in which the taking occurs, the Sponsor is obligated to make FILOT Payments with respect to the Economic Development Property so taken only to the extent property subject to *ad valorem* taxes would have been subject to taxes under the same circumstances for the period in question.

**Section 4.6. Calculating FILOT Payments on Diminution in Value.** If there is a Diminution in Value, the FILOT Payments due with respect to the Economic Development Property or Phase so diminished shall be calculated by substituting the diminished value of the Economic Development Property or Phase for the original fair market value in **Section 4.1(a)(i)** of this Fee Agreement.

**Section 4.7. Payment of Ad Valorem Taxes.** If Economic Development Property becomes subject to *ad valorem* taxes as imposed by law pursuant to the terms of this Fee Agreement or the FILOT Act, then the calculation of the *ad valorem* taxes due with respect to the Economic Development Property for a particular tax year shall: (i) include the property tax reductions that would have applied to the Economic Development Property if it were not Economic Development Property; and (ii) include a credit for FILOT Payments the Sponsor has made with respect to the Economic Development Property.

**Section 4.8. Place of FILOT Payments.** All FILOT Payments shall be made directly to the County in accordance with applicable law.

**Section 4.9. Failure to Satisfy the NPV FILOT Minimum Investment Requirement.** In the event that the NPV FILOT Minimum Investment Requirement is not satisfied, but the Standard FILOT Minimum Investment Requirement is nevertheless satisfied, then the FILOT Payments shall revert retroactively and prospectively to the amounts due under the standard FILOT under Section 12-44-50(A)(1) of the FILOT Act and the factors set forth in **Section 4.1** of this Fee Agreement, and in such event, the Sponsor shall pay to the County a Differential Payment as described in **Section 4.3** of this Fee Agreement.

## ARTICLE V ADDITIONAL INCENTIVES

**Section 5.1. Special Source Credits.** To assist in the payment of, or reimbursement for, costs of Infrastructure, the Sponsor is entitled to claim a Special Source Credit to reduce each FILOT Payment due and owing from the Sponsor to the County under this Fee Agreement. The term, amount and calculation of the Special Source Credit is described in Exhibit D. In no event may the Sponsor's aggregate Special Source Credit claimed pursuant to this Section exceed the aggregate expenditures by the Sponsor on Infrastructure.

For each property tax year in which the Special Source Credit is applicable ("*Credit Term*"), the County shall, following receipt by the County from the Sponsor of notice setting forth the annual depreciation rate utilized pursuant to Section 12-44-50(A)(1)(c)(ii) of the FILOT Act for such property tax year, which notice shall be in form and substance reasonably acceptable to the County, prepare and issue the annual bills with respect to the Project showing the Net FILOT Payment, calculated in

accordance with Exhibit D. Following receipt of the bill, the Sponsor shall timely remit the Net FILOT Payment to the County in accordance with applicable law.

## ARTICLE VI CLAW BACK

**Section 6.1. Claw Back.** If the Sponsor fails to satisfy the Contract Minimum Investment Requirement by the end of the Investment Period, then the Sponsor is subject to the claw backs as described in Exhibit E with respect to the Special Source Credits. Any amount that may be due from the Sponsor to the County as calculated in accordance with or described in Exhibit E is due within 30 days of receipt of a written statement from the County. If not timely paid, the amount due from the Sponsor to the County is subject to the minimum amount of interest that the law may permit with respect to delinquent *ad valorem* tax payments. The repayment obligation arising under this Section and Exhibit E survives termination of this Fee Agreement.

## ARTICLE VII DEFAULT

**Section 7.1. Events of Default.** The following are "Events of Default" under this Fee Agreement:

(a) Failure to make FILOT Payments, which failure has not been cured within 30 days following receipt of written notice from the County specifying the delinquency in FILOT Payments and requesting that it be remedied;

(b) Failure to timely pay any amount, except FILOT Payments, due under this Fee Agreement, which failure has not been cured within 30 days following receipt of written notice from the County specifying the delinquency in such payment and requesting that it be remedied;

(c) A Cessation of Operations. For purposes of this Fee Agreement, a "Cessation of Operations" means a publicly announced closure of the Facility made by the Sponsor or a complete cessation of operations at the Project that continues for a period of twelve (12) consecutive months;

(d) A representation or warranty made by the Sponsor which is deemed materially incorrect when deemed made;

(e) Failure by the Sponsor to perform any of the terms, conditions, obligations, or covenants under this Fee Agreement (other than those under (a), above), which failure has not been cured within 30 days after written notice from the County to the Sponsor specifying such failure and requesting that it be remedied, unless the Sponsor has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the Sponsor is diligently pursuing corrective action;

(f) A representation or warranty made by the County which is deemed materially incorrect when deemed made; or

(g) Failure by the County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure has not been cured within 30 days after written notice from the Sponsor to the County specifying such failure and requesting that it be remedied, unless the County has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the County is diligently pursuing corrective action.



**Section 7.2. Remedies on Default.**

(a) If an Event of Default by the Sponsor has occurred and is continuing, then the County may take any one or more of the following remedial actions:

(i) terminate this Fee Agreement; or

(ii) take whatever action at law or in equity may appear necessary or desirable to collect amounts due or otherwise remedy the Event of Default or recover its damages.

(b) If an Event of Default by the County has occurred and is continuing, the Sponsor may take any one or more of the following actions:

(i) bring an action for specific enforcement;

(ii) terminate this Fee Agreement; or

(iii) in case of a materially incorrect representation or warranty, take such action as is appropriate, including legal action, to recover its damages, to the extent allowed by law.

**Section 7.3. Reimbursement of Legal Fees and Other Expenses.** On the occurrence of an Event of Default, if a party is required to employ attorneys or incur other reasonable expenses for the collection of payments due under this Fee Agreement or for the enforcement of performance or observance of any obligation or agreement, the prevailing party is entitled to reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

**Section 7.4. Remedies Not Exclusive.** No remedy described in this Fee Agreement is intended to be exclusive of any other remedy or remedies, and each and every such remedy is cumulative and in addition to every other remedy given under this Fee Agreement or existing at law or in equity or by statute.

**ARTICLE VIII  
PARTICULAR RIGHTS AND COVENANTS**

**Section 8.1. Right to Inspect.** The County and its authorized agents, at any reasonable time on prior written notice (which may be given by email) to the Sponsor designee identified in **Section 10.1** of this Fee Agreement, may enter and examine and inspect the Project for the purposes of permitting the County to carry out its duties and obligations in its sovereign capacity (such as, without limitation, for such routine health and safety purposes as would be applied to any other manufacturing or commercial facility in the County).

**Section 8.2. Confidentiality.** The County acknowledges that the Sponsor may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques ("*Confidential Information*") and that disclosure of the Confidential Information could result in substantial economic harm to the Sponsor. The Sponsor may clearly label any Confidential Information delivered to the County pursuant to this Fee Agreement as "*Confidential Information.*" Except as required by law, the County, or any employee, agent, or contractor of the County, shall not disclose or otherwise divulge any labeled Confidential Information to any other person, firm, governmental body or agency. The Sponsor acknowledges that the County is subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on request, absent an exemption. If the County is required to disclose any Confidential Information to a third party, the County will use its best efforts to provide the Sponsor with as much advance notice as is reasonably possible of such disclosure requirement

prior to making such disclosure, and to cooperate reasonably with any attempts by the Sponsor to obtain judicial or other relief from such disclosure requirement.

**Section 8.3. Indemnification Covenants.**

(a) Except as provided in paragraph (d) below, the Sponsor shall indemnify and save the County, its employees, elected officials, officers and agents (each, an "*Indemnified Party*") harmless against and from all liability or claims arising from the County's execution of this Fee Agreement, performance of the County's obligations under this Fee Agreement or the administration of its duties pursuant to this Fee Agreement, or otherwise by virtue of the County having entered into this Fee Agreement (each, a "*Claim*").

(b) In the event the County resists or defends against any Claim on behalf of itself or any other Indemnified Party, the County is entitled to designate counsel of its choice, subject to approval by the Sponsor, which approval shall not be unreasonably withheld, conditioned or delayed, and the Sponsor shall reimburse the County for all of its reasonable costs, including reasonable attorneys' fees, incurred in connection with the response to or defense against such Claim. The County shall provide, on a monthly basis, a statement of all such costs incurred in the response or defense during such month, and the Sponsor shall pay the County within 30 days of receipt of the statement, together with reasonable documentation evidencing the costs shown on the statement. However, the County is not required to provide the portions of any such documentation which may be privileged or confidential to evidence the costs.

(c) The County may request the Sponsor to resist or defend against any Claim on behalf of itself or any other Indemnified Party. On such request, the Sponsor shall resist or defend against such Claim on behalf of the Indemnified Party, at the Sponsor's expense. The Sponsor is entitled to use counsel of its choice, manage and control the defense of or response to such Claim for the Indemnified Party; provided the Sponsor is not entitled to settle any such Claim without the consent of that Indemnified Party.

(d) Notwithstanding anything in this Section or this Fee Agreement to the contrary, the Sponsor is not required to indemnify any Indemnified Party against or reimburse any Indemnified Party for costs arising from any Claim (i) occasioned by the acts of any Indemnified Party, which are unrelated to the execution of this Fee Agreement, performance of the County's obligations under this Fee Agreement, or the administration of its duties under this Fee Agreement, or otherwise by virtue of the County having entered into this Fee Agreement; or (ii) resulting from any Indemnified Party's own negligence, bad faith, fraud, deceit, or willful misconduct.

(e) An Indemnified Party may not avail itself of the indemnification or reimbursement of costs provided in this Section unless it provides the Sponsor with prompt notice, reasonable under the circumstances, of the existence or threat of any Claim, including, without limitation, copies of any citations, orders, fines, charges, remediation requests, or other claims or threats of claims, in order to afford the Sponsor notice, reasonable under the circumstances, within which to defend or otherwise respond to a Claim.

**Section 8.4. No Liability of County Personnel.** All covenants, stipulations, promises, agreements and obligations of the County contained in this Fee Agreement are binding on members of the County Council or any elected official, officer, agent, servant or employee of the County only in his or her official capacity and not in his or her individual capacity, and no recourse for the payment of any moneys under this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County and no recourse for the payment of any moneys or performance of any of the covenants and agreements under this Fee Agreement or for any claims based on this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County except solely in their official capacity.

**Section 8.5. *Limitation of Liability.*** The County is not liable to the Sponsor for any costs, expenses, losses, damages, claims or actions in connection with this Fee Agreement, except from amounts received by the County from the Sponsor under this Fee Agreement. Notwithstanding anything in this Fee Agreement to the contrary, any financial obligation the County may incur under this Fee Agreement is deemed not to constitute a pecuniary liability or a debt or general obligation of the County.

**Section 8.6. *Transfer and Assignment.*** The County agrees that the Sponsor and each other Sponsor Affiliate may at any time (a) transfer all or any of its rights and interests hereunder or with respect to all or any part of the Project to any Person; or (b) enter into any lending, financing, leasing, security, or similar arrangement or succession of such arrangements with any financing entity or other Person with respect to this Agreement or all or any part of the Project, including without limitation any sale-leaseback, equipment lease, build-to-suit lease, synthetic lease, nordic lease, defeased tax benefit or transfer lease, assignment, sublease or similar arrangement or succession of such arrangements, regardless of the identity of the income tax owner of such portion of the Project, whereby the transferee in any such arrangement leases the portion of the Project in question to the Sponsor or any Sponsor Affiliate or operates such assets for the Sponsor or any Sponsor Affiliate or is leasing all or a portion of the Project in question from the Sponsor or any Sponsor Affiliate. In the event of any such transfer, lease, financing, or other transaction described above, the rights and interests of the Sponsor or such other Sponsor Affiliate under this Agreement, including, without limitation, the benefits of the FILOT Payments and the Special Source Credits, with respect to any Project property so transferred, leased, financed, or otherwise affected shall be so transferred and preserved, automatically, without action of the County, subject to the following provisions: (i) except in connection with any transfer to any other Sponsor or Sponsor Affiliate or an Affiliate of the Sponsor or any Sponsor Affiliate, or transfers, leases, or financing arrangements pursuant to clause (b) above, as to all of which transfers and other transactions the County hereby preapproves and consents, the Sponsor or such Sponsor Affiliate shall obtain the prior written consent or subsequent written ratification of the County, which consent or subsequent ratification of the County shall not be unreasonably conditioned, withheld, or delayed; (ii) except when a financing entity which is the income tax owner of all or part of the Project property is the transferee pursuant to clause (b) above and such financing entity assumes in writing the obligations of the Sponsor or such other Sponsor Affiliate hereunder, or when the County consents in writing or when the transfer relates to Removed Components, no such transfer shall affect or reduce any of the obligations of the Sponsor or any such other Sponsor Affiliate hereunder; (iii) to the extent the transferee or financing entity shall become obligated to make FILOT Payments hereunder, the transferee shall assume the then current basis of the Sponsor or any such Sponsor Affiliate in the Project property so transferred; (iv) the Sponsor or any such Sponsor Affiliate, transferee or financing entity shall, within sixty (60) days thereof, furnish or cause to be furnished to the County and the Department of Revenue notice of any such transfer agreement. The County acknowledges that, notwithstanding any of the terms of this Section 8.6 or this Agreement, it has no right of consent or subsequent ratification to a change in the direct or indirect ownership of the Sponsor or any Sponsor Affiliate.

**Section 8.7. *No Double Payment; Future Changes in Legislation.*** Notwithstanding anything contained in this Fee Agreement to the contrary, and except as expressly required by law, the Sponsor is not required to make a FILOT Payment in addition to a regular *ad valorem* property tax payment in the same year with respect to the same piece of Economic Development Property. The Sponsor is not required to make a FILOT Payment on Economic Development Property in cases where, absent this Fee Agreement, *ad valorem* property taxes would otherwise not be due on such property.

**Section 8.8. *Administration Expenses.*** The Sponsor will reimburse, or cause reimbursement to, the County for Administration Expenses in the amount of \$5,000. The Sponsor will reimburse the County for its Administration Expenses on receipt of a written request from the County or at the County's direction, which request shall include a statement of the amount and nature of the Administration Expense. The Sponsor shall pay the Administration Expense as set forth in the written request no later than 60 days following receipt of the written request from the County. The County does not impose a

charge in the nature of impact fees or recurring fees in connection with the incentives authorized by this Fee Agreement. The payment by the Sponsor of the County's Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County's choice.

## **ARTICLE IX SPONSOR AFFILIATES**

**Section 9.1. Sponsor Affiliates.** The Sponsor may designate Sponsor Affiliates from time to time, including at the time of execution of this Fee Agreement, pursuant to and subject to the provisions of Section 12-44-130 of the FILOT Act. To designate a Sponsor Affiliate, the Sponsor must deliver written notice to the Economic Development Director identifying the Sponsor Affiliate and requesting the County's approval of the Sponsor Affiliate. Except with respect to a Sponsor Affiliate designated at the time of execution of this Fee Agreement, which may be approved in the County Council ordinance authorizing the execution and delivery of this Fee Agreement, approval of the Sponsor Affiliate may be given by the County Administrator delivering written notice to the Sponsor and Sponsor Affiliate following receipt by the County Administrator of a recommendation from the Economic Development Committee of County Council to allow the Sponsor Affiliate to join in the investment at the Project. The Sponsor Affiliate's joining in the investment at the Project will be effective on delivery of a Joinder Agreement, the form of which is attached as Exhibit B, executed by the Sponsor Affiliate to the County.

**Section 9.2. Primary Responsibility.** Notwithstanding the addition of a Sponsor Affiliate, the Sponsor acknowledges that it has the primary responsibility for the duties and obligations of the Sponsor and any Sponsor Affiliate under this Fee Agreement, including the payment of FILOT Payments or any other amount due to or for the benefit of the County under this Fee Agreement. For purposes of this Fee Agreement, "primary responsibility" means that if the Sponsor Affiliate fails to make any FILOT Payment or remit any other amount due under this Fee Agreement, the Sponsor shall make such FILOT Payments or remit such other amounts on behalf of the Sponsor Affiliate.

## **ARTICLE X MISCELLANEOUS**

**Section 10.1. Notices.** Any notice, election, demand, request, or other communication to be provided under this Fee Agreement is effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms of this Fee Agreement require receipt rather than sending of any notice, in which case such provision shall control:

**IF TO THE SPONSOR:**

Eastover Solar LLC  
c/o Community Energy Solar, LLC  
Attn: Chris Killenberg  
151 E. Rosemary St., Suite 202  
Chapel Hill, North Carolina 27514

**WITH A COPY TO (does not constitute notice):**

Nexsen Pruet, LLC  
Attn: Tushar V. Chikhliker  
1230 Main Street, Suite 700 (29201)  
Post Office Drawer 2426  
Columbia, South Carolina 29202

**IF TO THE COUNTY:**

Richland County, South Carolina  
Attn: Richland County Economic Development Director  
2020 Hampton Street  
Columbia, South Carolina 29204

**WITH A COPY TO (does not constitute notice):**

Parker Poe Adams & Bernstein LLP  
Attn: Ray E. Jones  
1221 Main Street, Suite 1100 (29201)  
Post Office Box 1509  
Columbia, South Carolina 29202-1509

**Section 10.2. Provisions of Agreement for Sole Benefit of County and Sponsor.** Except as otherwise specifically provided in this Fee Agreement, nothing in this Fee Agreement expressed or implied confers on any person or entity other than the County and the Sponsor any right, remedy, or claim under or by reason of this Fee Agreement, this Fee Agreement being intended to be for the sole and exclusive benefit of the County and the Sponsor.

**Section 10.3. Counterparts.** This Fee Agreement may be executed in any number of counterparts, and all of the counterparts together constitute one and the same instrument.

**Section 10.4. Governing Law.** South Carolina law, exclusive of its conflicts of law provisions that would refer the governance of this Fee Agreement to the laws of another jurisdiction, governs this Fee Agreement and all documents executed in connection with this Fee Agreement.

**Section 10.5. Headings.** The headings of the articles and sections of this Fee Agreement are inserted for convenience only and do not constitute a part of this Fee Agreement.

**Section 10.6. Amendments.** This Fee Agreement may be amended only by written agreement of the parties to this Fee Agreement.

**Section 10.7. Agreement to Sign Other Documents.** From time to time, and at the expense of the Sponsor, to the extent any expense is incurred, the County agrees to execute and deliver to the Sponsor such additional instruments as the Sponsor may reasonably request and as are authorized by law and reasonably within the purposes and scope of the FILOT Act and this Fee Agreement to effectuate the purposes of this Fee Agreement.

**Section 10.8. Interpretation; Invalidity; Change in Laws.**

(a) If the inclusion of property as Economic Development Property or any other issue is unclear under this Fee Agreement, then the parties intend that the interpretation of this Fee Agreement be done in a manner that provides for the broadest inclusion of property under the terms of this Fee Agreement and the maximum incentive permissible under the FILOT Act, to the extent not inconsistent with any of the explicit terms of this Fee Agreement.

(b) If any provision of this Fee Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions of this Fee Agreement are unimpaired, and the parties shall reform such illegal, invalid, or unenforceable provision to effectuate most closely the legal, valid, and enforceable intent of this Fee Agreement so as to afford the Sponsor with the maximum benefits to be derived under this Fee Agreement, it being the intention of the County to offer the Sponsor the strongest inducement possible, within the provisions of the FILOT Act, to locate the Project in the County.

(c) The County agrees that in case the FILOT incentive described in this Fee Agreement is found to be invalid and the Sponsor does not realize the economic benefit it is intended to receive from the County under this Fee Agreement as an inducement to locate or expand in the County, the County agrees to negotiate with the Sponsor to provide a special source revenue or infrastructure credit to the Sponsor to the maximum extent permitted by law, to allow the Sponsor to recoup all or a portion of the loss of the economic benefit resulting from such invalidity.

**Section 10.9. Force Majeure.** The Sponsor is not responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fires, floods, inability to obtain materials, conditions arising from governmental orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond the Sponsor's reasonable control.

**Section 10.10. Term; Termination by Sponsor.**

(a) Unless first terminated under any other provision of this Fee Agreement, This Fee Agreement shall be and remain in full force and effect for a term commencing on the effective date of this Fee Agreement, and ending at midnight on the later of (i) the day the last FILOT Payment is made under this Fee Agreement; or (ii) the day all Special Source Credits due from the County hereunder have been fully provided by the County.

(b) The Sponsor is authorized to terminate this Fee Agreement at any time with respect to all or part of the Project on providing the County with 30 days' notice.

(c) Any monetary obligations due and owing at the time of termination and any provisions which are expressly stated in the Fee Agreement to survive termination, shall survive such termination.

(d) In the year following termination, all Economic Development Property is subject to *ad valorem* taxation or such other taxation or payment in lieu of taxation that would apply absent this Fee Agreement. The Sponsor's obligation to make FILOT Payments under this Fee Agreement terminates to the extent of and in the year following the year the Sponsor terminates this Fee Agreement pursuant to this Section.

**Section 10.11. Entire Agreement.** This Fee Agreement expresses the entire understanding and all agreements of the parties, and neither party is bound by any agreement or any representation to the other party which is not expressly set forth in this Fee Agreement or in certificates delivered in connection with the execution and delivery of this Fee Agreement.

**Section 10.12. Waiver.** Either party may waive compliance by the other party with any term or condition of this Fee Agreement only in a writing signed by the waiving party.

**Section 10.13. Business Day.** If any action, payment, or notice is, by the terms of this Fee Agreement, required to be taken, made, or given on any Saturday, Sunday, or legal holiday in the jurisdiction in which the party obligated to act is situated, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if taken, made or given as required under this Fee Agreement, and no interest will accrue in the interim.

**Section 10.14. Agreement's Construction.** Each party and its counsel have reviewed this Fee Agreement and any rule of construction to the effect that ambiguities are to be resolved against a drafting party does not apply in the interpretation of this Fee Agreement or any amendments or exhibits to this Fee Agreement.

*[Signature pages follow]*

**IN WITNESS WHEREOF**, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and on its behalf by the Chair of County Council and to be attested by the Clerk of the County Council; and the Sponsor has caused this Fee Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

**RICHLAND COUNTY, SOUTH CAROLINA**

(SEAL)

By: \_\_\_\_\_  
County Council Chair  
Richland County, South Carolina

**ATTEST:**

By: \_\_\_\_\_  
Clerk to County Council  
Richland County, South Carolina

*[Signature Page 1 to Fee in Lieu of Ad Valorem Taxes and Incentive Agreement]*

**EASTOVER SOLAR LLC**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

*[Signature Page 2 to Fee in Lieu of Ad Valorem Taxes and Incentive Agreement]*



**EXHIBIT A  
PROPERTY DESCRIPTION**

**[FULL PROPERTY DESCRIPTION TO BE INSERTED]**

**TAX MAP NOS.**

**R39200-02-03  
R39300-02-02 (portion)  
R39300-02-06 (portion)  
R39300-02-05 (portion)**

**EXHIBIT B (see Section 9.1)  
FORM OF JOINDER AGREEMENT**

Reference is hereby made to the Fee-in-Lieu of *Ad Valorem* Taxes Agreement, effective \_\_\_\_\_, 2019 ("Fee Agreement"), between Richland County, South Carolina ("County") and Eastover Solar LLC, a limited liability company organized and existing under the laws of the State of Delaware ("Sponsor").

**1. Joinder to Fee Agreement.**

[\_\_\_\_\_] a \_\_\_\_\_ authorized to conduct business in the State of South Carolina, hereby (a) joins as a party to, and agrees to be bound by and subject to all of the terms and conditions of, the Fee Agreement as if it were a Sponsor [except the following: \_\_\_\_\_]; (b) shall receive the benefits as provided under the Fee Agreement with respect to the Economic Development Property placed in service by the Sponsor Affiliate as if it were a Sponsor [except the following \_\_\_\_\_]; (c) acknowledges and agrees that (i) according to the Fee Agreement, the undersigned has been designated as a Sponsor Affiliate by the Sponsor for purposes of the Project; and (ii) the undersigned qualifies or will qualify as a Sponsor Affiliate under the Fee Agreement and Section 12-44-30(20) and Section 12-44-130 of the FILOT Act.

**2. Capitalized Terms.**

Each capitalized term used, but not defined, in this Joinder Agreement has the meaning of that term set forth in the Fee Agreement.

**3. Representations of the Sponsor Affiliate.**

The Sponsor Affiliate represents and warrants to the County as follows:

(a) The Sponsor Affiliate is in good standing under the laws of the state of its organization, is duly authorized to transact business in the State (or will obtain such authority prior to commencing business in the State), has power to enter into this Joinder Agreement, and has duly authorized the execution and delivery of this Joinder Agreement.

(b) The Sponsor Affiliate's execution and delivery of this Joinder Agreement, and its compliance with the provisions of this Joinder Agreement, do not result in a default, not waived or cured, under any agreement or instrument to which the Sponsor Affiliate is now a party or by which it is bound.

(c) The execution and delivery of this Joinder Agreement and the availability of the FILOT and other incentives provided by this Joinder Agreement has been instrumental in inducing the Sponsor Affiliate to join with the Sponsor in the Project in the County.

**4. Governing Law.**

This Joinder Agreement is governed by and construed according to the laws, without regard to principles of choice of law, of the State of South Carolina.

**5. Notice.**

Notices under Section 10.1 of the Fee Agreement shall be sent to:

[\_\_\_\_\_]

IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement to be effective as of the date set forth below,

\_\_\_\_\_  
Date

**EASTOVER SOLAR LLC**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

IN WITNESS WHEREOF, the County acknowledges it has consented to the addition of the above-named entity as a Sponsor Affiliate under the Fee Agreement effective as of the date set forth above.

**RICHLAND COUNTY, SOUTH CAROLINA**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

**EXHIBIT C (see Section 3.3)**  
**RICHLAND COUNTY RESOLUTION REQUIRING CERTAIN ACCOUNTABILITY PRACTICES CONCERNING**  
**ECONOMIC DEVELOPMENT PROJECTS IN THE COUNTY**

**[TO BE ADDED]**

**A RESOLUTION TO AMEND THE DECEMBER 21, 2010,  
RESOLUTION REQUIRING CERTAIN ACCOUNTABILITY  
PRACTICES CONCERNING ECONOMIC DEVELOPMENT  
PROJECTS IN RICHLAND COUNTY**

WHEREAS, Richland County Council adopted a resolution dated as of December 21, 2010 ("Prior Resolution"), which requires companies receiving economic development incentives from Richland County, South Carolina ("County") to submit annual reports to the Richland County Economic Development Office; and

WHEREAS, the County desires to make the form of the annual reports submitted by such companies uniform in order to make the substantive information contained in the annual reports more easily tracked and documented by the Richland County Economic Development Office.

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

**Section 1.** The County affirms that each company awarded an incentive by the County in exchange for the location or expansion of a facility or facilities within the County shall submit an annual report to the Richland County Economic Development Office by January 31 of each year throughout the term of the incentives.

**Section 2.** The Richland County Economic Development Office is authorized to create (and from time to time, if necessary, amend or recreate) and make available the form of the annual report; however, such form, shall require, at a minimum, the following information:

- a. Name of company;
- b. Cumulative capital investment (less any removed investment) to date as a result of the project;
- c. Net jobs created to date as a result of the project;

**Section 3.** A copy of the then-current form of the annual report may be obtained from the following address. The annual report shall likewise be submitted to the following address by the required date.

Richland County Economic Development Office  
Attention: Kim Mann  
1201 Main Street, Suite 910  
Columbia, SC 29201

**Section 4.** This Resolution amends the Prior Resolution and sets forth the County's requirements with respect to the annual reports to be submitted by each company awarded an incentive by the County as described in Section 1.

**Section 5.** The substance of this Resolution shall be incorporated into the agreement between the County and each company with respect to the incentives granted by the County to the company.

**Section 6.** In the event that any company shall fail to submit an annual report, or any portion thereof, such company may be required to return all incentives, or a dollar amount equal thereof, to the County. Such incentives, or the dollar amount equal thereto, shall be paid to the County within 60 days after the date upon which the information was originally due.

RESOLVED: December 12, 2017

RICHLAND COUNTY, SOUTH CAROLINA

  
Chair, Richland County Council

(SEAL)  
ATTEST:

  
Clerk to County Council

**EXHIBIT D (see Section 5.1)**  
**DESCRIPTION OF SPECIAL SOURCE CREDIT**

The Sponsor shall be entitled to receive, and the County shall provide, Special Source Credits against each FILOT Payment due from the Sponsor under this Fee Agreement for the full Term of this Fee Agreement in an amount equal to seventy seven percent (77%) of each such FILOT Payment, commencing with the tax year for which the initial FILOT Payment is due under this Fee Agreement.

Notwithstanding the foregoing provisions of this Exhibit D, (i) in the event that the annual depreciation rate utilized, pursuant to Section 12-44-50(A)(1)(c)(ii) of the FILOT Act, in calculating any FILOT Payment due with respect to all or any portion of the Project, to the extent not already fully depreciated for such purposes, is less than 5%, the above-described initial Special Source Credits percentage (77%) otherwise applicable against the FILOT Payment due with respect to such property shall be increased by an amount sufficient so that such net FILOT Payment due after application of such increased Special Source Credits percentage shall equal the amount of such net payment if calculated using a 5% annual depreciation rate and the above-described initial Special Source Credits percentage (77%); and (ii) in the event that the annual depreciation rate utilized, pursuant to Section 12-44-50(A)(1)(c)(ii) of the FILOT Act, in calculating any FILOT Payment due with respect to all or any portion of the Project, to the extent not already fully depreciated for such purposes, is more than 5%, the above-described initial Special Source Credits percentage (77%) otherwise applicable against the FILOT Payment due with respect to such property shall be decreased by an amount sufficient so that such net FILOT Payment due after application of such decreased Special Source Credits percentage shall equal the amount of such net payment if calculated using a 5% annual depreciation rate and the above-described initial Special Source Credits percentage (77%).

THE SPECIAL SOURCE CREDITS AUTHORIZED HEREIN SHALL NOT CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY, BUT SHALL BE A LIMITED OBLIGATION OF THE COUNTY PAYABLE SOLELY FROM THE FILOT PAYMENTS RECEIVED BY THE COUNTY HEREUNDER WITH RESPECT TO THE PROJECT.

**EXHIBIT E (see Section 6.1)**  
**DESCRIPTION OF SPECIAL SOURCE CREDITS CLAW BACK**

**Repayment Amount = Total Special Source Credits Received x Claw Back Percentage**

**Claw Back Percentage = 100% - Investment Achievement Percentage**

**Investment Achievement Percentage = Actual Investment Achieved (based on highest level of Project investment within Investment Period) / Contract Minimum Investment Requirement (may not exceed 100%)**

*For example, and by way of example only, if the County granted \$[I] in Special Source Credits, and \$[D] is the highest level invested at the Project by the end of the Investment Period, the Repayment Amount would be calculated as follows:*

*Investment Achievement Percentage = \$[D]/\$[Contract Minimum Investment Requirement] = [F]%*

*Claw Back Percentage = 100% - F% = H%*

*Repayment Amount = \$[I] x [H]% = \$[J]*

The Sponsor shall pay any amounts described in or calculated pursuant to this Exhibit E within 30 days of receipt of a written statement from the County. If not timely paid by the Sponsor, the amount due is subject to the minimum amount of interest that the law may permit with respect to delinquent *ad valorem* tax payments. The repayment obligation described in this Exhibit E survives termination of this Fee Agreement.

The Sponsor shall continue to be eligible for the Special Source Credits against each FILOT Payment due from the Sponsor for the remaining tax years of the period set forth in **Section 5.1** and **Exhibit D** of this Fee Agreement; provided, however, in the event that determination of the Investment Achievement Percentage results in a positive percentage figure, the initial Special Source Credits percentage set forth in **Section 5.1** and **Exhibit D** of this Fee Agreement (77%) shall be reduced for the remaining such period by the percentage equal to such Investment Achievement Percentage (*i.e.*, if an Investment Achievement Percentage of 10%, a resulting prospective Special Source Credits percentage of 69.3%); provided, further, however, that in the event that the Actual Investment Achieved (as described above) is less than \$25,000,000, any such Special Source Credits shall terminate prospectively with respect to such remaining tax years.



STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. 003-23 #12

**AN ORDINANCE AUTHORIZING THE FIRST AMENDMENT OF THAT CERTAIN FEE AGREEMENT BY AND BETWEEN RICHLAND COUNTY, SOUTH CAROLINA AND EASTOVER SOLAR, LLC., RELATING TO, WITHOUT LIMITATION, THE FURTHER INVESTMENT OF THE PROJECT, THE INCREASE OF THE PHASE TERMINATION DATE, AND AN UPDATE TO THE FEE PAYMENT SCHEDULE AND AMOUNT AND OTHER RELATED MATTERS.**

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, 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

WHEREAS, through employment of the powers granted by the Act, the County is empowered to promote the economic and industrial development of the State of South Carolina (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 by providing for the exemption of such project from property taxes and for the payment of a fee in lieu of property taxes (a "fee agreement," as defined in the Act); and

WHEREAS, Eastover Solar, LLC, a South Carolina limited liability company (the "Company"), plans to cause the construction of and operate a solar power generation facility located in the County (as defined in the Fee Agreement, as that term is defined below, the "Project"); and

WHEREAS, the County and the Company entered into that certain Fee Agreement, effective as of May 21, 2019 (the "Fee Agreement") by which there was created a fee-in-lieu-of-tax arrangement with respect to certain property leased and owned by the Company and located at the Project; and

WHEREAS, pursuant to the Fee Agreement, the Company committed to invest at least \$77 million (the "Contract Minimum Investment Requirement" and as defined in the Fee

Agreement) at the Project by the end of the Investment Period (as defined in the Fee Agreement); and

WHEREAS, the Company has requested the County to amend the incentive terms in the Fee Agreement to authorize (i) the increase in the Contract Minimum Investment Requirement to \$113 million; (ii) the increase in the Phase Termination Date (as defined in the Fee Agreement) of the Fee Agreement from 30 years to 40 years; and (iii) update of Exhibit D to the Fee Agreement to reflect an updated FILOT payment schedule for the Project (together, the "Revised Incentives Terms"); and

WHEREAS, the County and the Company now desire to amend the Fee Agreement to memorialize such Revised Incentive Terms; and

WHEREAS, all capitalized terms not specifically defined herein, shall have the meaning as defined in the Fee Agreement, and if not defined therein shall have the meaning as defined in the Act; and

WHEREAS, the County Council has caused to be prepared and presented to this meeting the form of First Amendment of Fee Agreement (the "Amendment") by and between the County and the Company memorializing the Revised Incentives Terms; and

WHEREAS, the County desires to approve and authorize the Revised Incentives Terms, and it appears that the Amendment now before this meeting is an appropriate instrument to be executed and delivered by the County for the purposes intended.

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

Section 1. Statutory Findings and Determinations. The County hereby finds and determines that the Revised Incentives Terms would directly and substantially benefit the general public welfare of the County by inducing the Company to make further investment in the County, thereby providing for the increase of the ad valorem tax base of the County, and service, employment or other public benefits not otherwise provided locally; that the Revised Incentives Terms gives rise to no pecuniary liability of the County or incorporated municipality or a charge against the general credit or taxing power of either; that the purposes to be accomplished by the Revised Incentives Terms, i.e., economic development, and addition to the tax base of the County, are proper governmental and public purposes; and the inducement of continued utilization of the Project which is located in the County and State are of paramount importance and the benefits of the Revised Incentives Terms will be greater than the costs.

Section 2. Update of the Contract Minimum Investment Requirement. The Contract Minimum Investment Requirement in the Project required of the Company under Section 1.1 of the Fee Agreement shall be increased to \$113 million.

Section 3. Update of the Phase Termination Date. The Phase Termination Date of the Project listed in Section 1.1 of the Fee Agreement shall be updated to state the following:

"means, with respect to each Phase, the last day of the property tax year which is the 39th year following the first property tax year in which the Phase is in service."

Section 4. Update to Exhibit D of the Fee Agreement: Exhibit D of the Fee Agreement as described in Section 5.1 of the Fee Agreement shall be updated to reflect the new illustration attached to the Amendment as Exhibit B.

Section 5. Approval of Amendment. The Amendment is approved as follows:

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

(b) The Amendment 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 Amendment. The County officials shall first consult counsel to the County (the "County Attorney") with respect to any changes to the Amendment. The execution of the Amendment by the County officials shall constitute conclusive evidence that they have approved all changes to or revisions of the Amendment now before this meeting.

(c) If under the Amendment or the Act any future actions of the Company (including, without limitation, the supplementation of the exhibits thereto 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 Chairman or the Richland County Administrator (the "County Administrator") upon affirmative resolution of the County Council to the extent permitted by law. The County officials shall first 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 6. Execution of Document. The Chairman, the County Administrator, and the Clerk are each authorized and directed to do all things reasonably necessary to effect the execution and delivery of the Amendment and the County's performance of its obligations under the Amendment.

Section 7. 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 8. Repeal of Conflicting Ordinances. All orders, resolutions, and other ordinances in conflict with this Ordinance are repealed to the extent of such conflict.

Section 9. Effective Date of Ordinance. This Ordinance shall take effect immediately upon third reading of the County Council.


[signatures on following page]

RICHLAND COUNTY, SOUTH CAROLINA

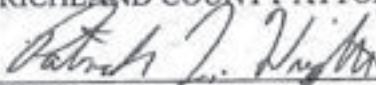
By:  Overton Walker  
Chair, Richland County Council

(SEAL)

Attest this 14 day of February, 2023

  
Deputy Clerk of Council, Richland County Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

First Reading:	December 6, 2022
Second Reading:	December 13, 2022
Public Hearing:	February 14, 2023
Third Reading:	February 14, 2023

RICHLAND COUNTY, SOUTH CAROLINA

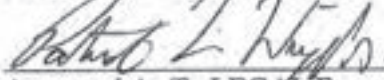
By:   
Chair, Richland County Council

(SEAL)

Attest this 14 day of February, 2023

  
~~Deputy~~ Clerk of Council, Richland County Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

First Reading:	December 6, 2022
Second Reading:	December 13, 2022
Public Hearing:	February 14, 2023
Third Reading:	February 14, 2023



STATE OF SOUTH CAROLINA     )  
  )  
COUNTY OF RICHLAND            )

I, the undersigned, Clerk to County Council of Richland County ("County Council"), DO HEREBY CERTIFY:

That the foregoing constitutes a true, correct and verbatim copy of an Ordinance adopted by the County Council. The Ordinance was read and received a favorable vote at three public meetings of the County Council on three separate days. At least one day passed between first and second reading and at least seven days between second and third reading. At each meeting, a quorum of the County Council was present and remained present throughout the meeting.

To the best of my knowledge, the County Council has not taken any action to repeal the Ordinance.

IN WITNESS WHEREOF, I have hereunto set my Hand and the Seal of Richland County Council, South Carolina, as of this 14 day of February, 2023.

  
\_\_\_\_\_  
Deputy Clerk of Council  
Richland County, South Carolina



## FIRST AMENDMENT OF FEE AGREEMENT

This First Amendment of Fee Agreement (the "Amendment") is made and entered into as of \_\_\_\_\_, 2023 by and between RICHLAND COUNTY, SOUTH CAROLINA (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina and EASTOVER SOLAR, LLC (the "Company").

WHEREAS, all capitalized terms not specifically defined herein shall have the meaning as defined in the Fee Agreement (as that term is defined below), and if not defined therein shall have the meaning as defined in Title 12, Chapter 44 of the Code of Laws of South Carolina 1976, as amended (the "Act"); and

WHEREAS, the Company plans to cause the construction of and operate a solar power generation facility located in the County (as defined in the Fee Agreement, the "Project"); and

WHEREAS, the County and Company executed and entered into that certain Fee Agreement effective as of May 21, 2019 (the "Fee Agreement"), a copy of which is attached hereto as Exhibit A, by which there was created a fee-in-lieu-of-tax arrangement with respect to real and personal property owned by the Company and located at the Project; and

WHEREAS, pursuant to the Fee Agreement, the Company committed to invest at least \$77 million (the "Contract Minimum Investment Requirement" and as defined in the Fee Agreement) at the Project by the end of the Investment Period (as defined in the Fee Agreement); and

WHEREAS, the Company has requested the County to amend the incentive terms in the Fee Agreement to authorize (i) the increase in the Contract Minimum Investment Requirement to \$113 million; (ii) the increase in the Phase Termination Date (as defined in the Fee Agreement) of the Fee Agreement from 30 years to 40 years; and (iii) update of Exhibit D to the Fee Agreement to reflect an updated FILOT payment schedule for the Project; and

WHEREAS, the laws of the State of South Carolina and Section 10.6 of the Fee Agreement permit the parties to amend the Fee Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the County and the Company agree as follows:

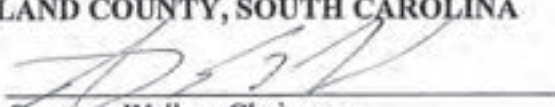
1. Update of the Contract Minimum Investment Requirement. The Contract Minimum Investment Requirement in the Project required of the Company under Sections 1.1 of the Fee Agreement shall be increased to \$113 million.
2. Update of the Phase Termination Date. The Phase Termination Date of the Project listed in Sections 1.1 of the Fee Agreement shall be updated to state the following:

“means, with respect to each Phase, the last day of the property tax year which is the 39<sup>th</sup> year following the first property tax year in which the Phase is in service.”

3. Update to Exhibit D of the Fee Agreement: Exhibit D of the Fee Agreement as described in Section 5.1 of the Fee Agreement shall be updated to reflect the new illustration attached to the Amendment as Exhibit B.
4. County Expenses. The Company shall reimburse the County for reasonable and necessary expenses, including, reasonable and necessary attorneys' fees, related to reviewing and negotiation of the Amendment and related documents, in an amount not to exceed \$3,000. The Company shall reimburse the County no more than thirty (30) days after receiving an invoice from the County, or its agents, in which the amount and the general nature of the expense is provided.
5. Severability. If any term, provision, or any portion of this Amendment shall to any extent and for any reason be held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this agreement shall not be affected thereby and shall nevertheless remain in full force and effect, and each term and/or provision of this agreement shall be valid and enforceable to the fullest extent permitted by the law.
6. Remaining Terms and Provisions. Except as expressly amended hereby, the terms and provisions of the Fee Agreement shall remain unchanged and in full force and effect. In the event of conflict between the terms of the Fee Agreement and the terms of this Amendment, the Amendment terms shall apply.


IN WITNESS WHEREOF, the County has executed this Amendment by causing its name to be hereunto subscribed by the Chairman of the County Council for the County and attested by the Clerk to the County Council, and the Company has executed this Amendment by causing its corporate name to be hereunto subscribed by its authorized representative, all being done as of the day and year first written above.

**RICHLAND COUNTY, SOUTH CAROLINA**

By:   
Overture Walker, Chairman,  
County Council of  
Richland County, South Carolina

(SEAL)

ATTEST:

By:   
Clerk to County Council of Richland County,  
South Carolina

**EASTOVER SOLAR, LLC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

  
Richland County Attorney's Office  
Approved as to LEGAL form ONLY  
NO Opinion Rendered As To Content

IN WITNESS WHEREOF, the County has executed this Amendment by causing its name to be hereunto subscribed by the Chairman of the County Council for the County and attested by the Clerk to the County Council, and the Company has executed this Amendment by causing its corporate name to be hereunto subscribed by its authorized representative, all being done as of the day and year first written above.

**RICHLAND COUNTY, SOUTH CAROLINA**

By: \_\_\_\_\_

Overture Walker, Chairman,  
County Council of  
Richland County, South Carolina

(SEAL)

ATTEST:

By: \_\_\_\_\_

Clerk to County Council of Richland County,  
South Carolina

**EASTOVER SOLAR, LLC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Richland County Auditor's Office  
*[Signature]*  
Approved as to LEGAL form ONLY  
NO Opinion Rendered As To Content

EXHIBIT A

Fee Agreement

EXHIBIT B

Updated Exhibit D

## EXHIBIT B TO ASSIGNMENT AGREEMENT

### JOINDER AGREEMENT

Reference is hereby made to the Fee-in-Lieu of *Ad Valorem* Taxes and Incentive Agreement, effective May 21, 2019 ("Fee Agreement"), between Richland County, South Carolina ("County") and Eastover Solar LLC, a limited liability company organized and existing under the laws of the State of Delaware ("Sponsor").

#### 1. Joinder to Fee Agreement.

Palisades Properties, Inc., a Delaware corporation, and William V. Roberts, individually, and Jane R. Ballard 2017 Irrevocable Trust, an irrevocable trust (each, a "Sponsor Affiliate", collectively, the "Sponsor Affiliates") hereby (a) join as parties to, and agree to be bound by and subject to all of the terms and conditions of, the Fee Agreement as if each were a Sponsor; (b) shall receive the benefits as provided under the Fee Agreement with respect to the Economic Development Property placed in service by each Sponsor Affiliate as if it were a Sponsor; (c) acknowledge and agree that (i) according to the Fee Agreement, each of the undersigned has been designated as a Sponsor Affiliate by the Sponsor for purposes of the Project; and (ii) each of the undersigned qualifies or will qualify as a Sponsor Affiliate under the Fee Agreement and Section 12-44-30(20) and Section 12-44-130 of the FILOT Act.

#### 2. Capitalized Terms.

Each capitalized term used, but not defined, in this Joinder Agreement has the meaning of that term set forth in the Fee Agreement.

#### 3. Representations of the Sponsor Affiliates.

(a) Palisades Properties, Inc. represents and warrants to the County as follows:

- (i) The Sponsor Affiliate is in good standing under the laws of the state of its organization, is duly authorized to transact business in the State of South Carolina (the "State") (or will obtain such authority prior to commencing business in the State), has power to enter into this Joinder Agreement, and has duly authorized the execution and delivery of this Joinder Agreement.
- (ii) The Sponsor Affiliate's execution and delivery of this Joinder Agreement, and its compliance with the provisions of this Joinder Agreement, do not result in a default, not waived or cured, under any agreement or instrument to which the Sponsor Affiliate is now a party or by which it is bound.
- (iii) The execution and delivery of this Joinder Agreement and the availability of the fee-in-lieu-of-tax arrangement and other incentives provided by this Joinder Agreement has been instrumental in inducing the Sponsor Affiliate to join with the Sponsor in the Project in the County.

(b) William V. Roberts represents and warrants to the County as follows:

- (i) The Sponsor Affiliate has power to enter into this Joinder Agreement and has duly authorized the execution and delivery of this Joinder Agreement.
- (ii) The Sponsor Affiliate's execution and delivery of this Joinder Agreement, and its compliance with the provisions of this Joinder Agreement, do not result in a default, not waived or cured, under any agreement or instrument to which the Sponsor Affiliate is now a party or by which it is bound.

(iii) The execution and delivery of this Joinder Agreement and the availability of the fee-in-lieu-of-tax arrangement and other incentives provided by this Joinder Agreement has been instrumental in inducing the Sponsor Affiliate to join with the Sponsor in the Project in the County.

(c) Jane R. Ballard 2017 Irrevocable Trust represents and warrants to the County as follows:

- (i) The Sponsor Affiliate has power to enter into this Joinder Agreement and has duly authorized the execution and delivery of this Joinder Agreement.
- (ii) The Sponsor Affiliate's execution and delivery of this Joinder Agreement, and its compliance with the provisions of this Joinder Agreement, do not result in a default, not waived or cured, under any agreement or instrument to which the Sponsor Affiliate is now a party or by which it is bound.
- (iii) The execution and delivery of this Joinder Agreement and the availability of the fee-in-lieu-of-tax arrangement and other incentives provided by this Joinder Agreement has been instrumental in inducing the Sponsor Affiliate to join with the Sponsor in the Project in the County.

**4. Governing Law; Counterparts.**

This Joinder Agreement is governed by and construed according to the laws, without regard to principles of choice of law, of the State of South Carolina. This Joinder Agreement may be executed in multiple counterparts, and all counterparts together constitute one and the same instrument.

**5. Notice.**

Notices under Section 10.1 of the Fee Agreement shall be sent to:

Palisades Properties, Inc.  
Attn: William V. Roberts  
7301 Carmel Executive Park, Suite 222  
Charlotte, North Carolina 28226

William V. Roberts  
8806 Winged Bourne Road  
Charlotte, North Carolina 28210

Jane R. Ballard 2017 Irrevocable Trust  
Attn: William V. Roberts  
8806 Winged Bourne Road  
Charlotte, North Carolina 28210

*[Signature page follows]*



IN WITNESS WHEREOF, each of the undersigned has executed this Joinder Agreement to be effective as of the 14<sup>th</sup> day of July, 2020.

**PALISADES PROPERTIES, INC.,**  
A DELAWARE CORPORATION, AS SPONSOR AFFILIATE  
(73.36% OWNERSHIP INTEREST)

By: W.V.R. L  
Name: William V. Roberts  
Its: President

**WILLIAM V. ROBERTS,**  
INDIVIDUALLY, AS SPONSOR AFFILIATE  
(19.34% OWNERSHIP INTEREST)

By: W.V. Roberts  
Name: William V. Roberts, individually

**JANE R. BALLARD 2017 IRREVOCABLE TRUST,**  
AS SPONSOR AFFILIATE  
(7.30% OWNERSHIP INTEREST)

By: W.V. Roberts  
Name: William V. Roberts  
Its: Trustee

IN WITNESS WHEREOF, the undersigned hereby designates each of the above-named entities as a Sponsor Affiliate under the Fee Agreement to be effective as of the 14<sup>th</sup> day of July, 2020.

**EASTOVER SOLAR LLC,**  
A DELAWARE LIMITED LIABILITY COMPANY, AS SPONSOR

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

IN WITNESS WHEREOF, the County acknowledges it has consented to the addition of each of the above-named entities as a Sponsor Affiliate under the Fee Agreement effective as of the 14<sup>th</sup> day of July, 2020.

**RICHLAND COUNTY, SOUTH CAROLINA**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

[Signature page to Joinder Agreement]

IN WITNESS WHEREOF, each of the undersigned has executed this Joinder Agreement to be effective as of the 14<sup>th</sup> day of July, 2020.

**PALISADES PROPERTIES, INC.,**  
A DELAWARE CORPORATION, AS SPONSOR AFFILIATE  
(73.36% OWNERSHIP INTEREST)

By: \_\_\_\_\_  
Name: William V. Roberts  
Its: President

**WILLIAM V. ROBERTS,**  
INDIVIDUALLY, AS SPONSOR AFFILIATE  
(19.34% OWNERSHIP INTEREST)

By: \_\_\_\_\_  
Name: William V. Roberts, individually

**JANE R. BALLARD 2017 IRREVOCABLE TRUST,**  
AS SPONSOR AFFILIATE  
(7.30% OWNERSHIP INTEREST)

By: \_\_\_\_\_  
Name: William V. Roberts  
Its: Trustee

IN WITNESS WHEREOF, the undersigned hereby designates each of the above-named entities as a Sponsor Affiliate under the Fee Agreement to be effective as of the 14<sup>th</sup> day of July, 2020.

**EASTOVER SOLAR LLC,**  
A DELAWARE LIMITED LIABILITY COMPANY, AS SPONSOR

By: RC  
Name: Ben Catt  
Its: Manager

IN WITNESS WHEREOF, the County acknowledges it has consented to the addition of each of the above-named entities as a Sponsor Affiliate under the Fee Agreement effective as of the 14<sup>th</sup> day of July, 2020.

**RICHLAND COUNTY, SOUTH CAROLINA**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

*[Signature page to Joinder Agreement]*

IN WITNESS WHEREOF, each of the undersigned has executed this Joinder Agreement to be effective as of the 14<sup>th</sup> day of July, 2020.

**PALISADES PROPERTIES, INC.,**  
A DELAWARE CORPORATION, AS SPONSOR AFFILIATE  
(73.36% OWNERSHIP INTEREST)

By: \_\_\_\_\_  
Name: William V. Roberts  
Its: President

**WILLIAM V. ROBERTS,**  
INDIVIDUALLY, AS SPONSOR AFFILIATE  
(19.34% OWNERSHIP INTEREST)

By: \_\_\_\_\_  
Name: William V. Roberts, individually

**JANE R. BALLARD 2017 IRREVOCABLE TRUST,**  
AS SPONSOR AFFILIATE  
(7.30% OWNERSHIP INTEREST)

By: \_\_\_\_\_  
Name: William V. Roberts  
Its: Trustee

IN WITNESS WHEREOF, the undersigned hereby designates each of the above-named entities as a Sponsor Affiliate under the Fee Agreement to be effective as of the 14<sup>th</sup> day of July, 2020.

**EASTOVER SOLAR LLC,**  
A DELAWARE LIMITED LIABILITY COMPANY, AS SPONSOR

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

IN WITNESS WHEREOF, the County acknowledges it has consented to the addition of each of the above-named entities as a Sponsor Affiliate under the Fee Agreement effective as of the 14<sup>th</sup> day of July, 2020.

**RICHLAND COUNTY, SOUTH CAROLINA**

By: Paul Livingston  
Name: Paul Livingston  
Its: Chair, County Council

[Signature page to Joinder Agreement]

# EXHIBIT C TO ASSIGNMENT AGREEMENT

Book 2775-3629		
2022049592	8/31/2022 15:09:30:190 Deed	
Fee: \$15.00	County Tax: \$4621.10	State Tax: \$10922.60
2022049592 John T. Hopkins II Richland County R.O.D.		

Prepared by and after recording return to:  
Parker Poe Adams & Bernstein, LLP  
Attn: Jenny Adamson  
110 E. Court Street, Suite 200  
Greenville, SC 29601

STATE OF SOUTH CAROLINA )  
) )  
COUNTY OF RICHLAND )

## LIMITED WARRANTY DEED OF REAL PROPERTY

KNOW ALL MEN BY THESE PRESENTS, that **PALISADES PROPERTIES, INC.**, a Delaware corporation (hereinafter referred to as "**Grantor**") for and in consideration of the sum of Ten and No/100s Dollars (\$10.00) and other valuable consideration, to Grantor paid at and before the sealing of these presents by **PALOMA SOLAR & WIND, LLC**, a Delaware limited liability company (hereinafter referred to as "**Grantee**"), whose mailing address is c/o Land Development, 2200 Post Oak Boulevard, Suite 1525, Houston, TX 77056, the receipt and sufficiency of which is acknowledged, has granted, bargained, sold and released, and by this Limited Warranty Deed grants, bargains, sells and releases, subject to the easements, restrictions, covenants, reservations and conditions referenced specifically or generally below, to Grantee, Grantee's successors and assigns, the following real property:

### SEE EXHIBIT A

THIS CONVEYANCE is made subject to the matters identified on the attached **EXHIBIT B** attached hereto (collectively, the "**Permitted Encumbrances**");

THIS CONVEYANCE specifically includes all right, title and interest of Grantor, if any, in and to lands subject to or underlying any highway, road or utility easement crossing or adjacent to the property hereby conveyed;

TOGETHER with all and singular the rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto;

TO HAVE AND TO HOLD all and singular said property unto Grantee, Grantee's, successors and assigns forever.

SUBJECT TO the easements, restrictions, covenants, reservations and conditions referenced specifically or generally above, Grantor covenants to warrant and forever defend all and singular said property unto Grantee, Grantee's successors and assigns, from and against the lawful claims and demands of personas claiming the same or to claim any part thereof from, through or under Grantor, but none other.

[SIGNATURES ON FOLLOWING PAGE]

Signed, sealed and delivered  
in the presence of:

**PALISADES PROPERTIES, INC., a**  
Delaware corporation

*Pete Mazeine*  
Witness 1  
Print Name: Pete Mazeine

By: *William V. Roberts*  
William V. Roberts, President

*Thomas B. Rothrock*  
Witness 2  
Print Name: Thomas B. Rothrock

STATE OF North Carolina  
COUNTY OF Mecklenburg

I, Thomas B. Rothrock, Notary Public for the State and County aforesaid, do hereby certify that William V. Roberts, the President of Palisades Properties, Inc., a Delaware corporation, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Sworn to and subscribed before me this 24<sup>th</sup> day of August, 2022.

*Thomas B. Rothrock* (L.S.)  
Notary Signature

[AFFIX SEAL]

My Commission Expires: 3-31-2025



Exhibit A  
Legal Description

ALL ITS 73.36% UNDIVIDED INTEREST IN AND TO all that certain piece, parcel, lot or tract of land, with any improvements therein, situate, lying and being approximately 1.5 miles northeast of Eastover in the County of Richland, State of South Carolina, being shown and delineated as 490.14 acres on a closing survey prepared for Gonzales Land & Timber, LLC by Glenn Associates Surveying, Inc. dated September 22, 2004 and recorded October 15, 2004 in Record Book 987 at Page 2679 in the Office of the Register of Deeds for Richland County, and having such boundaries and measurements as shown on the plat described herein, which is specifically incorporated by reference.

Less and Except:

All that certain piece, parcel or tract of land situated in the County of Richland, State of South Carolina and shown, identified, and described as PARCEL 2: AREA = 3.83 ACRES, on that certain Subdivision Survey prepared for Eastover Solar, LLC by American Engineering Consultants, Inc., dated October 19, 2021 and recorded in the Office of the Register of Deeds for Richland County on October 28, 2021, where it appears in Book 2681, at Page 2268, reference to which plat is craved for a more accurate and complete description thereof (the "Eastover Solar Property").

TOGETHER WITH Grantor's right, title and interest, if any, in and to any and all improvements, fixtures, and related amenities located on the Property conveyed hereby or the Eastover Solar Property.

Richland County TMS: R39200-02-23

Derivation: This being all remaining portion of the same property conveyed to Palisades Properties Inc. (73.36%), William V. Roberts (19.34%) and James W. Roberts (7.30%) by deed of Gonzales Land and Timber, LLC dated December 12, 2013, and recorded December 13, 2013 in Book 1915 at Page 433 in the Office of the Register of Deeds for Richland County. James W. Roberts subsequently conveyed his interest to William V. Roberts and Jane R. Presser, Co-Trustees of the Jane R. Ballard Irrevocable Trust dated May 9, 2012 (7.30%) by deed dated December 21, 2015 and recorded January 4, 2016 in Book 2080 at Page 83.

**EXHIBIT B**

1. Solar Energy Lease Agreement dated October 20, 2017 by and between Grantor, William V. Roberts, and William V. Roberts and Jane R. Presser, Co-Trustees of the Jane R. Ballard 2017 Irrevocable Trust, collectively, as Landowner, and Eastover Solar, LLC, a Delaware limited liability company as the tenant thereunder, as amended by First Amendment to Solar Energy Lease Agreement dated April 16, 2020, as further amended by Second Amendment to Solar Energy Lease Agreement dated June 17, 2020, as further amended by Third Amendment to Solar Energy Lease Agreement dated as of July 20, 2022, and as evidenced by that certain Memorandum of Ground Lease dated June 18, 2020 and recorded in Book 2505 at Page 2173, as amended by First Amendment to Memorandum of Ground Lease recorded July 20, 2022 in Book 2764 at Page 324, in the Office of the Register of Deeds for Richland County, South Carolina (the "Lease").
2. Easements to South Carolina Electric and Gas Company as recorded in Deed Book 308 at Page 520 and Deed Book 308 at Page 537 with the Office of the Register of Deeds for Richland County.
3. Easement to Tri-County Electric Cooperative as recorded in Deed Book 924 at Page 167 with the Office of the Register of Deeds for Richland County.
4. All matters as shown on that certain plat prepared for Gonzales Land & Timber, LLC by Glenn Associates Surveying Inc., dated September 22, 2004 and recorded October 15, 204 in Record Book 987 at Page 2679 with the Office of the Register of Deeds for Richland County.
5. Terms and conditions contained in that certain Memorandum of Purchase and Easement Option Agreement recorded August 17, 2020 in Book 2518 at Page 2876 with the Office of the Register of Deeds for Richland County.
6. All matters as shown on that certain plat prepared for Eastover Solar, LLC by American Engineering Consultants, Inc., recorded October 28, 2021 in Record Book 2681 at Page 2268 with the Office of the Register of Deeds for Richland County.
7. Terms and conditions contained in that certain Grant of Access and Utility Easement recorded January 13, 2022 in Book 2706 at Page 1833 with the Office of the Register of Deeds for Richland County.
8. Terms and conditions contained in that certain Amended and Restated Grant of Access and Utility Easement recorded June 10, 2022 in Book 2753 at Page 26 with the Office of the Register of Deeds for Richland County.
9. Right of Last Refusal Agreement by and among Paloma Solar & Wind, LLC and Palisades Properties, Inc., a Delaware Corporation, William V. Roberts as authorized Co-Trustee of the Jane R. Ballard 2017 Irrevocable Trust, and William V. Roberts dated August 31, 2022 creating a right of last refusal for the benefit of William V.

Roberts, as evidenced by Memorandum of Right of Last Refusal Agreement, recorded contemporaneously herewith.



STATE OF SOUTH CAROLINA )

**AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS**

COUNTY OF RICHLAND )

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this Affidavit and I understand such information.
2. The property being transferred is located in the Richland County, South Carolina, having Richland County Tax Map Number R39200-02-23 and was transferred by Palisades Properties, Inc. to Paloma Solar & Wind, LLC on August 31, 2022.
3. Check on of the following: The DEED is
  - (a) X subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
  - (b) \_\_\_\_\_ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.
  - (c) \_\_\_\_\_ exempt from the deed recording fee because (See information section of affidavit): \_\_\_\_\_

(if exempt, please skip items 4-7 and go to item 8 of this affidavit.)

If exempt under exemption #14 as described in the Information Section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes \_\_\_\_\_ or No \_\_\_\_\_.

4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
  - (a) X The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$4,200,666.96.
  - (b) \_\_\_\_\_ The fee is computed on the fair market value of the realty which is \_\_\_\_\_.
  - (c) \_\_\_\_\_ The fee is computed on the fair market value of the realty as established for property tax purposes which is \_\_\_\_\_.
5. Check YES \_\_\_\_\_ or NO X to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. (this includes, pursuant to Code Section 12-59-140(E)(6), any lien or encumbrance on realty in possession of a forfeited land commission which may subsequently be waived or reduced after the transfer under a signed contract or agreement between the lien holder and the buyer existing before the transfer.) If "YES", the amount of the outstanding balance of this lien or encumbrance is \$ \_\_\_\_\_.
6. The DEED Recording Fee is computed as follows:

(a) Place the amount listed in Item 4 above here: \$4,200,666.96  
(b) Place the amount listed in item 5 above here: \$0.00  
(if no amount, place zero).  
(c) Subtract Line 6(b) from Line 6(a) and place result here: \$4,200,666.96

7. The Deed recording fee due is based on the amount listed on Line 6 (c) above and the Deed recording fee due is **\$15,543.70**.
8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Grantor.
9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

[SIGNATURE ON FOLLOWING PAGE]

SIGNATURE PAGE TO AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

Palisades Properties, Inc., a Delaware corporation

By: W.V. Roberts  
William V. Roberts, President

SWORN to and subscribed before me this 24<sup>th</sup> day of August, 2022.

T. B. Rothrock  
Notary Public for North Carolina  
My Commission Expires 3-31-2025  
Notary (printed name): Thomas B. Rothrock



#### **INFORMATION**

Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty." Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, "value" means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. (This includes, pursuant to Code Section 12-59-140(E)(6), any lien or encumbrance on realty in possession of a forfeited land commission which may subsequently be waived or reduced after the transfer under a signed contract or agreement between the lien holder and the buyer existing before the transfer.) Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

#### **Exempted from the fee are deeds:**

- (1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;
- (2) transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts;
- (3) that are otherwise exempted under the laws and Constitution of this State or of the United States;
- (4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;
- (6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
- (7) that constitute a contract for the sale of timber to be cut;
- (8) transferring realty to a corporation, a partnership, or a trust as a stockholder, partner, or trust beneficiary of the entity or so as to become a stockholder, partner, or trust beneficiary of the entity as long as no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in the stock or interest held by the grantor. However, except for transfers from one family trust to another family trust without consideration or transfers from a trust established for the benefit of a religious organization to the religious organization, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee, even if the realty is transferred to another corporation, a partnership, or trust;
- (9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A "family partnership" is a partnership whose partners are all members of the same family. A "family trust" is a trust, in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. "Family" means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any the above. A "charitable entity" means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
- (11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership;
- (12) that constitute a corrective deed or a quitclaim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quitclaim deed;
- (13) transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagor or deed pursuant to foreclosure proceedings;
- (14) transferring realty from an agent to the agent's principal in which the realty was purchased with funds of the principal, provided that a notarized document is also filed with the deed that establishes the fact that the agent and principal relationship existed at the time of the original purchase as well as for the purpose of purchasing the realty; and
- (15) transferring title to facilities for transmitting electricity that is transferred, sold, or exchanged by electrical utilities, municipalities, electric cooperatives, or political subdivisions to a limited liability company which is subject to regulation under the Federal Power Act (16 U.S.C. Section 791(a)) and which is formed to operate or to take functional control of electric transmission assets as defined in the Federal Power Act.

Book 2775-3638		
2022040993	8/31/2022 15:09:30:340 Deed	
Fee: \$15.00	County Tax: \$1218.25	State Tax: \$2679.00
2022040993 John T. Hopkins @ Richland County R.O.D.		

Prepared by and after recording return to:  
Parker Poe Adams & Bernstein, LLP  
Attn: Jenny Adamson  
110 E. Court Street, Suite 200  
Greenville, SC 29601

STATE OF SOUTH CAROLINA    )  
  )  
COUNTY OF RICHLAND         )

**LIMITED WARRANTY  
DEED OF REAL PROPERTY**

KNOW ALL MEN BY THESE PRESENTS, that **WILLIAM V. ROBERTS** (hereinafter referred to as "**Grantor**") for and in consideration of the sum of Ten and No/100s Dollars (\$10.00) and other valuable consideration, to Grantor paid at and before the sealing of these presents by **PALOMA SOLAR & WIND, LLC**, a Delaware limited liability company (hereinafter referred to as "**Grantee**"), whose mailing address is c/o Land Development, 2200 Post Oak Boulevard, Suite 1525, Houston, TX 77056, the receipt and sufficiency of which is acknowledged, has granted, bargained, sold and released, and by this Limited Warranty Deed grants, bargains, sells and releases, subject to the easements, restrictions, covenants, reservations and conditions referenced specifically or generally below, to Grantee, Grantee's successors and assigns, the following real property:

**SEE EXHIBIT A**

THIS CONVEYANCE is made subject to the matters identified on the attached **EXHIBIT B** attached hereto (collectively, the "**Permitted Encumbrances**");

THIS CONVEYANCE specifically includes all right, title and interest of Grantor, if any, in and to lands subject to or underlying any highway, road or utility easement crossing or adjacent to the property hereby conveyed;

TOGETHER with all and singular the rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto;

TO HAVE AND TO HOLD all and singular said property unto Grantee, Grantee's, successors and assigns forever.

SUBJECT TO the easements, restrictions, covenants, reservations and conditions referenced specifically or generally above, Grantor covenants to warrant and forever defend all and singular said property unto Grantee, Grantee's successors and assigns, from and against the lawful claims and demands of personas claiming the same or to claim any part thereof from, through or under Grantor, but none other.

[SIGNATURES ON FOLLOWING PAGE]

Signed, sealed and delivered  
in the presence of:

Pete Mazine  
Witness 1  
Print Name: Pete-Mazine

William V. Roberts  
WILLIAM V. ROBERTS

Thomas B. Rothrock  
Witness 2  
Print Name: Thomas B. Rothrock

STATE OF North Carolina )  
COUNTY OF Mecklenburg )

I, Thomas B. Rothrock Notary Public for the State and County aforesaid, do hereby  
certify that William V. Roberts personally appeared before me this day and acknowledged the due  
execution of the foregoing Limited Warranty Deed.

Sworn to and subscribed before me this 24<sup>th</sup> day of August, 2022.

Thomas B. Rothrock (L.S.)  
Notary Signature

[AFFIX SEAL]

My Commission Expires: 3-31-2025



Exhibit A  
Legal Description

ALL HIS 19.34% UNDIVIDED INTEREST IN AND TO all that certain piece, parcel, lot or tract of land, with any improvements therein, situate, lying and being approximately 1.5 miles northeast of Eastover in the County of Richland, State of South Carolina, being shown and delineated as 490.14 acres on a closing survey prepared for Gonzales Land & Timber, LLC by Glenn Associates Surveying, Inc. dated September 22, 2004 and recorded October 15, 2004 in Record Book 987 at Page 2679 in the Office of the Register of Deeds for Richland County, and having such boundaries and measurements as shown on the plat described herein, which is specifically incorporated by reference.

Less and Except:

All that certain piece, parcel or tract of land situated in the County of Richland, State of South Carolina and shown, identified, and described as PARCEL 2: AREA = 3.83 ACRES, on that certain Subdivision Survey prepared for Eastover Solar, LLC by American Engineering Consultants, Inc., dated October 19, 2021 and recorded in the Office of the Register of Deeds for Richland County on October 28, 2021, where it appears in Book 2681, at Page 2268, reference to which plat is craved for a more accurate and complete description thereof.

TOGETHER WITH Grantor's right, title and interest, if any, in and to any and all improvements, fixtures, and related amenities located on the Property conveyed hereby or the Eastover Solar Property.

Richland County TMS: R39200-02-23

Derivation: This being all remaining portion of the same property conveyed to Palisades Properties Inc. (73.36%), William V. Roberts (19.34%) and James W. Roberts (7.30%) by deed of Gonzales Land and Timber, LLC dated December 12, 2013, and recorded December 13, 2013 in Book 1915 at Page 433 in the Office of the Register of Deeds for Richland County. James W. Roberts subsequently conveyed his interest to William V. Roberts and Jane R. Presser, Co-Trustees of the Jane R. Ballard Irrevocable Trust dated May 9, 2012 (7.30%) by deed dated December 21, 2015 and recorded January 4, 2016 in Book 2080 at Page 83.

**EXHIBIT B**

1. Solar Energy Lease Agreement dated October 20, 2017 by and between Grantor, William V. Roberts, and William V. Roberts and Jane R. Presser, Co-Trustees of the Jane R. Ballard 2017 Irrevocable Trust, collectively, as Landowner, and Eastover Solar, LLC, a Delaware limited liability company as the tenant thereunder, as amended by First Amendment to Solar Energy Lease Agreement dated April 16, 2020, as further amended by Second Amendment to Solar Energy Lease Agreement dated June 17, 2020, as further amended by Third Amendment to Solar Energy Lease Agreement dated as of July 20, 2022, and as evidenced by that certain Memorandum of Ground Lease dated June 18, 2020 and recorded in Book 2505 at Page 2173, as amended by First Amendment to Memorandum of Ground Lease recorded July 20, 2022 in Book 2764 at Page 324, in the Office of the Register of Deeds for Richland County, South Carolina (the "Lease").
2. Easements to South Carolina Electric and Gas Company as recorded in Deed Book 308 at Page 520 and Deed Book 308 at Page 537 with the Office of the Register of Deeds for Richland County.
3. Easement to Tri-County Electric Cooperative as recorded in Deed Book 924 at Page 167 with the Office of the Register of Deeds for Richland County.
4. All matters as shown on that certain plat prepared for Gonzales Land & Timber, LLC by Glenn Associates Surveying Inc., dated September 22, 2004 and recorded October 15, 204 in Record Book 987 at Page 2679 with the Office of the Register of Deeds for Richland County.
5. Terms and conditions contained in that certain Memorandum of Purchase and Easement Option Agreement recorded August 17, 2020 in Book 2518 at Page 2876 with the Office of the Register of Deeds for Richland County.
6. All matters as shown on that certain plat prepared for Eastover Solar, LLC by American Engineering Consultants, Inc., recorded October 28, 2021 in Record Book 2681 at Page 2268 with the Office of the Register of Deeds for Richland County.
7. Terms and conditions contained in that certain Grant of Access and Utility Easement recorded January 13, 2022 in Book 2706 at Page 1833 with the Office of the Register of Deeds for Richland County.
8. Terms and conditions contained in that certain Amended and Restated Grant of Access and Utility Easement recorded June 10, 2022 in Book 2753 at Page 26 with the Office of the Register of Deeds for Richland County.
9. Right of Last Refusal Agreement by and among Paloma Solar & Wind, LLC and Palisades Properties, Inc., a Delaware Corporation, William V. Roberts as authorized Co-Trustee of the Jane R. Ballard 2017 Irrevocable Trust, and William V. Roberts dated August 31, 2022 creating a right of last refusal for the benefit of William V.



Roberts, as evidenced by Memorandum of Right of Last Refusal Agreement, recorded contemporaneously herewith.

STATE OF SOUTH CAROLINA )

**AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS**

COUNTY OF RICHLAND )

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

- 1. I have read the information on this Affidavit and I understand such information.
- 2. The property being transferred is located in the Richland County, South Carolina, having Richland County Tax Map Number R39200-02-23 and was transferred by William V. Roberts to Paloma Solar & Wind, LLC on August 31, 2022.

3. Check one of the following: The DEED is

- (a) X subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
- (b) \_\_\_\_\_ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.
- (c) \_\_\_\_\_ exempt from the deed recording fee because (See information section of affidavit): \_\_\_\_\_

(if exempt, please skip items 4-7 and go to item 8 of this affidavit.)

If exempt under exemption #14 as described in the Information Section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes \_\_\_ or No \_\_\_\_\_.

4. Check one of the following if either item 3(a) or item 3(b) above has been checked.

- (a) X The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of **\$1,107,427.74**.
- (b) \_\_\_\_\_ The fee is computed on the fair market value of the realty which is \_\_\_\_\_.
- (c) \_\_\_\_\_ The fee is computed on the fair market value of the realty as established for property tax purposes which is \_\_\_\_\_.

5. Check YES \_\_\_ or NO X to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. (this includes, pursuant to Code Section 12-59-140(E)(6), any lien or encumbrance on realty in possession of a forfeited land commission which may subsequently be waived or reduced after the transfer under a signed contract or agreement between the lien holder and the buyer existing before the transfer.) If "YES", the amount of the outstanding balance of this lien or encumbrance is \$ \_\_\_\_\_.

6. The DEED Recording Fee is computed as follows:

- (a) Place the amount listed in Item 4 above here: \$1,107,427.74
- (b) Place the amount listed in item 5 above here: \$0.00  
(if no amount, place zero).
- (c) Subtract Line 6(b) from Line 6(a) and place result here: \$1,107,427.74

- 7. The Deed recording fee due is based on the amount listed on Line 6 (c) above and the Deed recording fee due is \$4,097.75.
- 8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Grantor.
- 9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

[SIGNATURE ON FOLLOWING PAGE]

SIGNATURE PAGE TO AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

WV ROLL

William V. Roberts

SWORN to and subscribed before me this 24th day of August, 2022.

T B ROTHROCK  
Notary Public for North Carolina  
My Commission Expires 3-31-2025  
Notary (printed name): Thomas B. Rothrock



#### INFORMATION

Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty." Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, "value" means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. (This includes, pursuant to Code Section 12-59-140(E)(6), any lien or encumbrance on realty in possession of a forfeited land commission which may subsequently be waived or reduced after the transfer under a signed contract or agreement between the lien holder and the buyer existing before the transfer.) Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

#### Exempted from the fee are deeds:

- (1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;
- (2) transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts;
- (3) that are otherwise exempted under the laws and Constitution of this State or of the United States;
- (4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;
- (6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
- (7) that constitute a contract for the sale of timber to be cut;
- (8) transferring realty to a corporation, a partnership, or a trust as a stockholder, partner, or trust beneficiary of the entity or so as to become a stockholder, partner, or trust beneficiary of the entity as long as no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in the stock or interest held by the grantor. However, except for transfers from one family trust to another family trust without consideration or transfers from a trust established for the benefit of a religious organization to the religious organization, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee, even if the realty is transferred to another corporation, a partnership, or trust;
- (9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A "family partnership" is a partnership whose partners are all members of the same family. A "family trust" is a trust, in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. "Family" means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any the above. A "charitable entity" means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
- (11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership;
- (12) that constitute a corrective deed or a quitclaim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quitclaim deed;
- (13) transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagor or deed pursuant to foreclosure proceedings;
- (14) transferring realty from an agent to the agent's principal in which the realty was purchased with funds of the principal, provided that a notarized document is also filed with the deed that establishes the fact that the agent and principal relationship existed at the time of the original purchase as well as for the purpose of purchasing the realty; and
- (15) transferring title to facilities for transmitting electricity that is transferred, sold, or exchanged by electrical utilities, municipalities, electric cooperatives, or political subdivisions to a limited liability company which is subject to regulation under the Federal Power Act (16 U.S.C. Section 791(a)) and which is formed to operate or to take functional control of electric transmission assets as defined in the Federal Power Act.

Book 2775-3647		
2022040594	8/31/2022 15:08:30:750 Deed	
Fee: \$15.00	County Tax: \$460.25	State Tax: \$1088.10
2022040594 John T. Hopkins II Richland County R.O.D.		

Prepared by and after recording return to:  
Parker Poe Adams & Bernstein, LLP  
Attn: Jenny Adamson  
110 E. Court Street, Suite 200  
Greenville, SC 29601

STATE OF SOUTH CAROLINA )  
) )  
COUNTY OF RICHLAND )

**LIMITED WARRANTY  
DEED OF REAL PROPERTY**

WHEREAS, Jane R. Ballard created the Jane R. Ballard Irrevocable Trust dated May 9<sup>th</sup>, 2012 (the "2012 Trust") which appointed Jane R. Ballard and William V. Roberts as Co-Trustees of the 2012 Trust; and

WHEREAS, the 2012 Trust was funded as evidenced by that certain deed from James W. Roberts to William V. Roberts and Jane R. Presser, Co-Trustees of the 2012 Trust dated December 21, 2015 and recorded January 4, 2016 in Book 2080 at Page 83 in the Office of the Register of Deeds for Richland County, South Carolina (the "Registry"); and

WHEREAS, Jane R. Presser, formerly known as Jane R. Ballard, created the Jane R. Ballard 2017 Irrevocable Trust (the "2017 Trust") dated January 1, 2017 which appointed Jane R. Presser and William V. Roberts as Co-Trustees of the 2017 Trust; and

WHEREAS, Jane R. Presser, formerly known as Jane R. Ballard, resigned as Trustee of the 2012 Trust, leaving William V. Roberts to serve as the sole successor Trustee and as sole Trustee, William V. Roberts appointed/distributed all of the assets of the 2012 Trust to the 2017 Trust; and

WHEREAS, the foregoing was evidenced by the following documents:

- a) Resignation of Trustee of the Jane R. Ballard Irrevocable Trust Dated May 9, 2012, dated November 12, 2016;
- b) Notice of Trustee of Jane R. Ballard Irrevocable Trust of Intention to Distribute Assets to New Trust dated November 12, 2016;
- c) Resolution of Trustee of Jane R. Ballard Irrevocable Trust Dated May 9, 2012 Regarding Decanting of Trust dated January 1, 2017; and
- d) Appointment of Assets of Jane R. Ballard Irrevocable Trust Dated May 9, 2012 to New Trust dated January 1, 2017.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that **WILLIAM V. ROBERTS** and **JANE R. BALLARD F/K/A JANE R. PRESSER, CO-TRUSTEES OF THE JANE R. BALLARD 2017 IRREVOCABLE TRUST** (hereinafter referred to as "Grantor") for and in consideration of the sum of Ten and No/100s Dollars (\$10.00) and other valuable consideration, to Grantor paid at and before the sealing of these presents by **PALOMA SOLAR & WIND, LLC**, a Delaware limited liability company (hereinafter referred to as "Grantee"), whose

mailing address is c/o Land Development, 2200 Post Oak Boulevard, Suite 1525, Houston, TX 77056, the receipt and sufficiency of which is acknowledged, has granted, bargained, sold and released, and by this Limited Warranty Deed grants, bargains, sells and releases, subject to the easements, restrictions, covenants, reservations and conditions referenced specifically or generally below, to Grantee, Grantee's successors and assigns, the following real property:

**SEE EXHIBIT A**

THIS CONVEYANCE is made subject to the matters identified on the attached **EXHIBIT B** attached hereto (collectively, the "**Permitted Encumbrances**");

THIS CONVEYANCE specifically includes all right, title and interest of Grantor, if any, in and to lands subject to or underlying any highway, road or utility easement crossing or adjacent to the property hereby conveyed;

TOGETHER with all and singular the rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto;

TO HAVE AND TO HOLD all and singular said property unto Grantee, Grantee's, successors and assigns forever.

SUBJECT TO the easements, restrictions, covenants, reservations and conditions referenced specifically or generally above, Grantor covenants to warrant and forever defend all and singular said property unto Grantee, Grantee's successors and assigns, from and against the lawful claims and demands of personas claiming the same or to claim any part thereof from, through or under Grantor, but none other.

[SIGNATURE PAGES FOLLOW]

Signed, sealed and delivered  
in the presence of:

**JANE R. BALLARD 2017  
IRREVOCABLE TRUST**

Pete Mazzone  
Witness 1  
Print Name: Pete Mazzone

William V. Roberts  
William V. Roberts, Authorized Co-Trustee

Thomas B. Rothrock  
Witness 2  
Print Name: Thomas B. Rothrock

STATE OF North Carolina )  
COUNTY OF Mecklenburg )

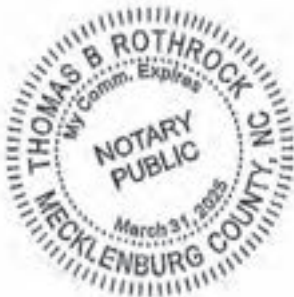
I, Thomas B. Rothrock Notary Public for the State and County aforesaid, do hereby certify that William V. Roberts, Authorized Co-Trustee of the Jane R. Ballard 2017 Irrevocable Trust, personally appeared before me this day and acknowledged the due execution of the foregoing Limited Warranty Deed.

Sworn to and subscribed before me this 24 day of August, 2022.

Thomas B. Rothrock (L.S.)  
Notary Signature

[AFFIX SEAL]

My Commission Expires: 3-31-2025



[SIGNATURES CONTINUE]



Signed, sealed and delivered  
in the presence of:

**JANE R. BALLARD 2017  
IRREVOCABLE TRUST**

Sue Girouard  
Witness 1  
Print Name: Sue Girouard

Jane R. Ballard  
Jane R. Ballard, f/k/a Jane R. Presser,  
Co-Trustee

Donna Stender  
Witness 2  
Print Name: Donna Stender

STATE OF NH )  
COUNTY OF Grafton }

I, Donna Stender, Notary Public for the State and County aforesaid, do hereby certify that Jane R. Ballard, f/k/a Jane R. Presser, Co-Trustee of the Jane R. Ballard 2017 Irrevocable Trust, personally appeared before me this day and acknowledged the due execution of the foregoing Limited Warranty Deed.

Sworn to and subscribed before me this 12<sup>th</sup> day of August, 2022.

Donna Stender (L.S.)  
Notary Signature

[AFFIX SEAL]

My Commission Expires: DONNA L. STENDER, Notary Public  
My Commission Expires January 8, 2025

[END OF SIGNATURES]

**Exhibit A**  
**Legal Description**

ALL ITS 7.30% UNDIVIDED INTEREST IN AND TO all that certain piece, parcel, lot or tract of land, with any improvements therein, situate, lying and being approximately 1.5 miles northeast of Eastover in the County of Richland, State of South Carolina, being shown and delineated as 490.14 acres on a closing survey prepared for Gonzales Land & Timber, LLC by Glenn Associates Surveying, Inc. dated September 22, 2004 and recorded October 15, 2004 in Record Book 987 at Page 2679 in the Office of the Register of Deeds for Richland County, and having such boundaries and measurements as shown on the plat described herein, which is specifically incorporated by reference.

**Less and Except:**

All that certain piece, parcel or tract of land situated in the County of Richland, State of South Carolina and shown, identified, and described as PARCEL 2: AREA = 3.83 ACRES, on that certain Subdivision Survey prepared for Eastover Solar, LLC by American Engineering Consultants, Inc., dated October 19, 2021 and recorded in the Office of the Register of Deeds for Richland County on October 28, 2021, where it appears in Book 2681, at Page 2268, reference to which plat is craved for a more accurate and complete description thereof.

TOGETHER WITH Grantor's right, title and interest, if any, in and to any and all improvements, fixtures, and related amenities located on the Property conveyed hereby or the Eastover Solar Property.

Richland County TMS: R39200-02-23

**Derivation:** This being all remaining portion of the same property conveyed to Palisades Properties Inc. (73.36%), William V. Roberts (19.34%) and James W. Roberts (7.30%) by deed of Gonzales Land and Timber, LLC dated December 12, 2013, and recorded December 13, 2013 in Book 1915 at Page 433 in the Office of the Register of Deeds for Richland County. James W. Roberts subsequently conveyed his interest to William V. Roberts and Jane R. Presser, Co-Trustees of the Jane R. Ballard Irrevocable Trust dated May 9, 2012 (7.30%) by deed dated December 21, 2015 and recorded January 4, 2016 in Book 2080 at Page 83.

**EXHIBIT B**

1. Solar Energy Lease Agreement dated October 20, 2017 by and between Grantor, William V. Roberts, and William V. Roberts and Jane R. Presser, Co-Trustees of the Jane R. Ballard 2017 Irrevocable Trust, collectively, as Landowner, and Eastover Solar, LLC, a Delaware limited liability company as the tenant thereunder, as amended by First Amendment to Solar Energy Lease Agreement dated April 16, 2020, as further amended by Second Amendment to Solar Energy Lease Agreement dated June 17, 2020, as further amended by Third Amendment to Solar Energy Lease Agreement dated as of July 20, 2022, and as evidenced by that certain Memorandum of Ground Lease dated June 18, 2020 and recorded in Book 2505 at Page 2173, as amended by First Amendment to Memorandum of Ground Lease recorded July 20, 2022 in Book 2764 at Page 324, in the Office of the Register of Deeds for Richland County, South Carolina (the "Lease").
2. Easements to South Carolina Electric and Gas Company as recorded in Deed Book 308 at Page 520 and Deed Book 308 at Page 537 with the Office of the Register of Deeds for Richland County.
3. Easement to Tri-County Electric Cooperative as recorded in Deed Book 924 at Page 167 with the Office of the Register of Deeds for Richland County.
4. All matters as shown on that certain plat prepared for Gonzales Land & Timber, LLC by Glenn Associates Surveying Inc., dated September 22, 2004 and recorded October 15, 204 in Record Book 987 at Page 2679 with the Office of the Register of Deeds for Richland County.
5. Terms and conditions contained in that certain Memorandum of Purchase and Easement Option Agreement recorded August 17, 2020 in Book 2518 at Page 2876 with the Office of the Register of Deeds for Richland County.
6. All matters as shown on that certain plat prepared for Eastover Solar, LLC by American Engineering Consultants, Inc., recorded October 28, 2021 in Record Book 2681 at Page 2268 with the Office of the Register of Deeds for Richland County.
7. Terms and conditions contained in that certain Grant of Access and Utility Easement recorded January 13, 2022 in Book 2706 at Page 1833 with the Office of the Register of Deeds for Richland County.
8. Terms and conditions contained in that certain Amended and Restated Grant of Access and Utility Easement recorded June 10, 2022 in Book 2753 at Page 26 with the Office of the Register of Deeds for Richland County.
9. Right of Last Refusal Agreement by and among Paloma Solar & Wind, LLC and Palisades Properties, Inc., a Delaware Corporation, William V. Roberts as authorized Co-Trustee of the Jane R. Ballard 2017 Irrevocable Trust, and William V. Roberts dated August 31, 2022 creating a right of last refusal for the benefit of William V.

Roberts, as evidenced by Memorandum of Right of Last Refusal Agreement, recorded contemporaneously herewith.

STATE OF SOUTH CAROLINA )

**AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS**

COUNTY OF RICHLAND )

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this Affidavit and I understand such information.
2. The property being transferred is located in the Richland County, South Carolina, having Richland County Tax Map Number R39200-02-23 and was transferred by William V. Roberts and Jane R. Presser, Co-Trustees of the Jane R. Ballard 2017 Irrevocable Trust to Paloma Solar & Wind, LLC on August 31, 2022.
3. Check one of the following: The DEED is
  - (a) X subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
  - (b) \_\_\_\_\_ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.
  - (c) \_\_\_\_\_ exempt from the deed recording fee because (See information section of affidavit): \_\_\_\_\_

(if exempt, please skip items 4-7 and go to item 8 of this affidavit.)

If exempt under exemption #14 as described in the Information Section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes \_\_\_\_\_ or No \_\_\_\_\_.

4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
  - (a) X The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of **\$418,005.30**.
  - (b) \_\_\_\_\_ The fee is computed on the fair market value of the realty which is \_\_\_\_\_.
  - (c) \_\_\_\_\_ The fee is computed on the fair market value of the realty as established for property tax purposes which is \_\_\_\_\_.
5. Check YES \_\_\_\_\_ or NO X to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. (this includes, pursuant to Code Section 12-59-140(E)(6), any lien or encumbrance on realty in possession of a forfeited land commission which may subsequently be waived or reduced after the transfer under a signed contract or agreement between the lien holder and the buyer existing before the transfer.) If "YES", the amount of the outstanding balance of this lien or encumbrance is \$ \_\_\_\_\_.

6. The DEED Recording Fee is computed as follows:

- |  |              |
|--|--------------|
| (a) Place the amount listed in Item 4 above here:                                | \$418,005.30 |
| (b) Place the amount listed in item 5 above here:<br>(if no amount, place zero). | \$0.00       |
| (c) Subtract Line 6(b) from Line 6(a) and place result here:                     | \$418,005.30 |

7. The Deed recording fee due is based on the amount listed on Line 6 (c) above and the Deed recording fee due is **\$1,548.45**.

8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Grantor.

9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

[SIGNATURES ON FOLLOWING PAGES]

SIGNATURE PAGE TO AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

JANE R. BALLARD 2017  
IRREVOCABLE TRUST

By: William V. Roberts  
William V. Roberts, Authorized Co-Trustee

SWORN to and subscribed before me this 24<sup>th</sup> day of August, 2022.

Thomas B. Rothrock  
Notary Public for North Carolina  
My Commission Expires 3-31-2025  
Notary (printed name): Thomas B. Rothrock

[SIGNATURES CONTINUE]



#### INFORMATION

Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty." Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, "value" means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. (This includes, pursuant to Code Section 12-59-140(E)(6), any lien or encumbrance on realty in possession of a forfeited land commission which may subsequently be waived or reduced after the transfer under a signed contract or agreement between the lien holder and the buyer existing before the transfer.) Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

#### Exempted from the fee are deeds:

- (1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;
- (2) transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts;
- (3) that are otherwise exempted under the laws and Constitution of this State or of the United States;
- (4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;
- (6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
- (7) that constitute a contract for the sale of timber to be cut;
- (8) transferring realty to a corporation, a partnership, or a trust as a stockholder, partner, or trust beneficiary of the entity or so as to become a stockholder, partner, or trust beneficiary of the entity as long as no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in the stock or interest held by the grantor. However, except for transfers from one family trust to another family trust without consideration or transfers from a trust established for the benefit of a religious organization to the religious organization, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee, even if the realty is transferred to another corporation, a partnership, or trust;
- (9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A "family partnership" is a partnership whose partners are all members of the same family. A "family trust" is a trust, in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. "Family" means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any the above. A "charitable entity" means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
- (11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership;
- (12) that constitute a corrective deed or a quitclaim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quitclaim deed;
- (13) transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagor or deed pursuant to foreclosure proceedings;
- (14) transferring realty from an agent to the agent's principal in which the realty was purchased with funds of the principal, provided that a notarized document is also filed with the deed that establishes the fact that the agent and principal relationship existed at the time of the original purchase as well as for the purpose of purchasing the realty; and
- (15) transferring title to facilities for transmitting electricity that is transferred, sold, or exchanged by electrical utilities, municipalities, electric cooperatives, or political subdivisions to a limited liability company which is subject to regulation under the Federal Power Act (16 U.S.C. Section 791(a)) and which is formed to operate or to take functional control of electric transmission assets as defined in the Federal Power Act.





### Informational Agenda Briefing

<b>Prepared by:</b>	Ashiya Myers	<b>Title:</b>	Assistant to the County Administrator
<b>Department:</b>	Administration	<b>Division:</b>	
<b>Date Prepared:</b>	February 4, 2025	<b>Meeting Date:</b>	February 11, 2025
<b>Approved for consideration:</b>	County Administrator	Leonardo Brown, MBA, CPM	
<b>Meeting/Committee</b>	Strategic Planning Ad Hoc		
<b>Subject:</b>	2025 Strategic Planning Forum		

Richland County Council, County Administration, and members of senior staff attended the 2025 County Council Strategic Planning Forum in Rock Hill, South Carolina from January 15 – January 17, 2025. Provided below are some the items discussed during the Forum which resulted in requests of staff or matters for future/further consideration by the Council.

#### FISCAL UPDATE

Staff provided an overview of the County’s financial status to include revenues, expenditures, and trends. David Cheatwood, a representative of First Tryon, the County’s financial advisor, led the Council through an informative session about the County’s debt capacity, bond status, bond ability, and methodologies to fund capital projects.

#### Requests

- A report of year-to-date expenditures that includes the rate of expenditure as compared to the same period of the prior fiscal year

#### Potential Areas of Council Consideration

- Capital project funding mechanisms
- Future bond issuances

#### CAPITAL IMPROVEMENTS

Staff provided the status of several County capital improvement projects to include, but not limited to, the Public Safety Center, the Family Services Center, Voter Registration, and Department of Social Services. Staff also highlighted completed projects such as the replacement of the elevators, upgraded HVAC, and lighting at the 2000 and 2020 Hampton Street complex. The on-going improvements to the Alvin S. Glen Detention Center were also included, as were projects presently in design and/or in proposal development.

### *Requests*

- Consideration of improved landscaping at the 2000/2020 Hampton Street complex
- Inclusion of solar/alternative energy in the Facilities Master Plan
- Accessibility, to include furniture in County facilities
- Location of County facilities beyond the downtown Columbia metropolitan area to increase resident access

### *Potential Areas of Council Consideration*

- Facilities priority plan for fire stations similar to that used for the Magistrate's Offices

### **OMBUDSMAN'S OFFICE**

County Ombudsman Judy Carter led Council through the variety of reports prepared by her office which highlight the County's service provision and the residents' requests and concerns. Director Carter emphasized the unique opportunity for County staff to be proactive to enhance the County's service provision. She demonstrated the OneStop external application that will allow its users to report concerns in real time. Councilmembers were able to test the application during the presentation. The application remains in testing and development.

Director Michael Maloney presented an update of staffs' efforts to address Solid Waste concerns. Councilmembers received data outlining Solid Waste contractors' performance, collection area adjustments and re-routing, as well as contractor monitoring.

### *Requests*

- Related to the OneStop external application
  - Methodology to report concerns anonymously without creating a profile
  - Geo-tagging of photos
- Related to the Ombudsman's Office
  - Service requests by Council District
  - Annual Report
- Related to Solid Waste
  - Map of Solid Waste areas with Council District overlay

### *Potential Areas of Council Consideration*

- Collector contract renewal

## STRATEGIC PLANNING

Director Maddison Wilkerson outlined the County's progress related to its Strategic Plan initiatives. Key accomplishments included the passing of the 2024 Transportation Penny and the approval of the Public-Private Partnership.

### *Requests*

- Reporting of the County's cost-saving efforts via the Dashboard
- Re-introducing a Legislative Reception for all of the County's legislative partners
- Additional training for Councilmembers
- A mobile application for the Ombudsman's Office and/or an overall Richland County mobile application
- Hospitality Tax overview

### *Potential Areas of Council Consideration/Priority*

- Workforce development and housing
- Next steps as the County approaches the deadline of the current Strategic Plan
- Recreation development in those areas that lack recreational facilities
- Recreational tourism that benefits everyone



# **Council Progress Report**

## **Strategic Plan**

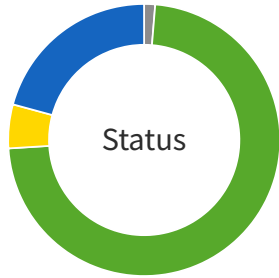
Current Reporting Date: Jan 01, 2025 - Mar 31, 2025

Report Created On: Feb 04, 2025

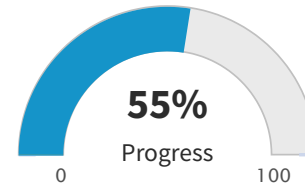
6

Goal

### Overall Summary



	%
Status Pending	1.3
On Track	72.7
Some Disruption	5.2
Completed	20.8



Report Legend



Priority



No Update



Overdue

**Goal 1** Progress 73%

Foster Good Governance

Owner: MADDISON WILKERSON

Objective: 5 Initiative: 7

	%	#
On Track	71.43	5
Completed	28.57	2

Update provided by MADDISON WILKERSON on Feb 04, 2025 21:23:26

**Highlights:**

The County Council has established six strategic goals, with each goal further divided into objectives and initiatives. These initiatives were approved on February 13, 2024, and the Envisio strategic planning public dashboard went live on April 16, 2024.

Culture workgroups and trainings for County staff ramped up in the fall. County leadership continues to encourage staff participation in professional associations. Since 2022, 41 staff members have completed the National Association of Counties High Performance Leadership Academy. The most recent of the academy will begin in January 2025 for up to 10 staff members.

A legislative delegation reception was held on March 18th to foster stronger connections among government representatives and facilitate discussions on shared priorities. The Strategic Planning Ad Hoc committee aims to strengthen relationships with legislative counterparts and is planning future similar engagements. The next reception is currently being planned for Spring 2025.

The November 19, 2024 County Council meeting narrowed the focus of the Community Impact Program to five key areas. These areas are further defined below.

The Strategic Planning Forum was held in Rock Hill, SC, from January 15 to 17, 2025, where the County Council and Administration discussed the current Strategic Plan and requested guidance from the Strategic Planning Ad Hoc Committee.

**Strategic Plan - Percent Complete**

Last Update: Jan 06, 2025 19:32:58

**Strategic Plan Progress**

**55%**

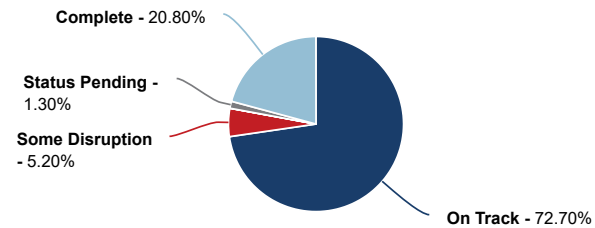
Complete as of FY24-25 Q2

↑ Increased by 6% from Previous Quarter

**Strategic Plan - Initiative Status**

Last Update: Dec 20, 2024 20:06:14

Strategic Plan - Initiative Status



**Goal 2** Progress 60%

**Invest in Economic Development**

	%	#
On Track	80.0	8
Completed	20.0	2

Owner: MADDISON WILKERSON

Objective: 3 Initiative: 10

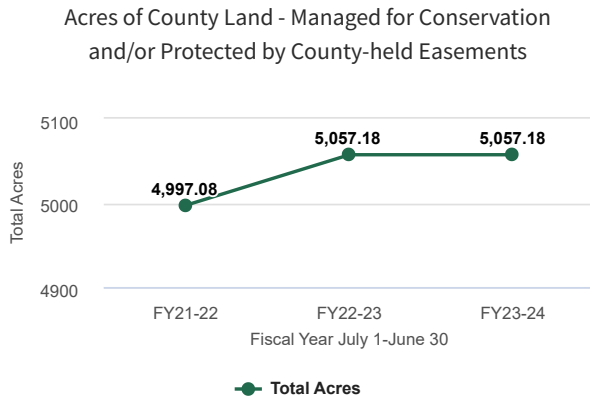
Update provided by MADDISON WILKERSON on Feb 04, 2025 21:48:54

**Highlights:**

A consultant for the comprehensive plan has been hired. A potential public-private partnership for the EDO is under consideration by the Richland County Council, which could lead to a rebranding of the organization. The council has approved a timeline for the implementation of this partnership. The RCEDO team is currently reviewing the Economic Development Strategic Plan and evaluating measurable KPIs for inclusion in future annual reports. The next EDO annual report is scheduled for publication in Q1 2025.

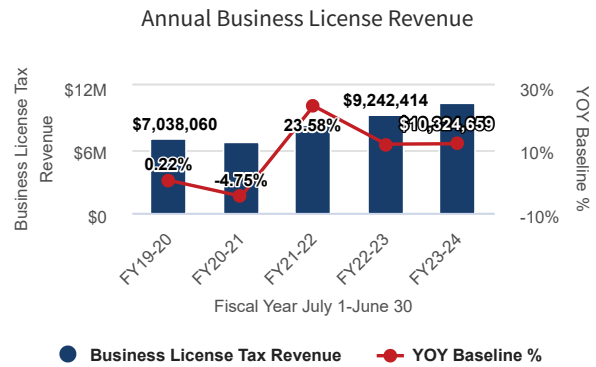
**Acres of County Land - Managed for Conservation and/or Protected by County-held Easements**

Last Update: Dec 20, 2024 20:06:15



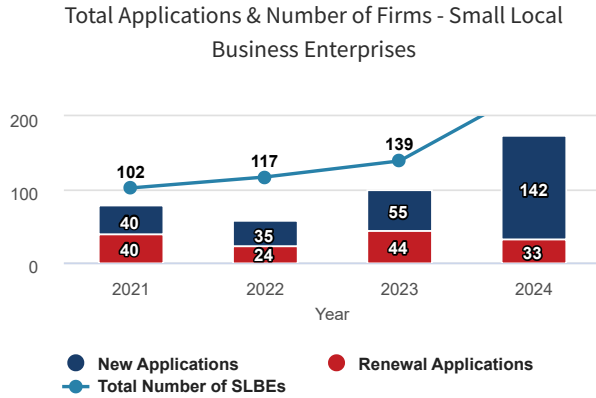
**Annual Business License Revenue - Business Service Center**

Last Update: Feb 03, 2025 06:10:26



### Gross and Net - Small Local Business Enterprises

Last Update: Dec 20, 2024 20:06:15



### Jobs Created - Strategic Economic Development Projects

Last Update: Dec 20, 2024 20:06:16

## Jobs Created - Strategic Economic Development Projects

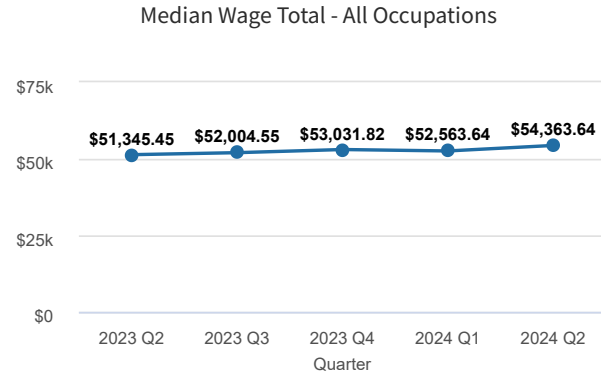
**963**

Total jobs created in 2023

↓ -5.8% decrease from 2022

### Median Wage Total - All Occupations

Last Update: Dec 20, 2024 20:06:15



### Median Wage Detail - All Occupations

Last Update: Feb 03, 2025 06:10:26





**Goal 3** Progress 58%

**Commit to Fiscal Responsibility**

	%	#
On Track	88.89	8
Completed	11.11	1

Owner: MADDISON WILKERSON

Objective: 3 Initiative: 9

Update provided by MADDISON WILKERSON on Feb 04, 2025 21:49:53

**Highlights:**

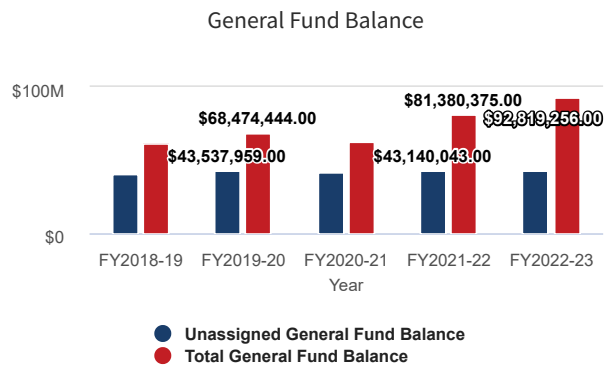
The County Council approved the FY2025 balanced operational budget and the 5 year comprehensive capital improvement plan for FY2025-FY2029 on June 18, 2024. The budget process also included the approval of \$120,462,281 in external grants for various County departments.

The public dashboard launched through Envisio is assisting the County in developing task-based initiatives to achieve key goals and objectives. These will be used to guide the FY2026 budget process, with all budget requests required to align with a strategic plan goal.

The review process for all fiscal policies has begun following the end of the fiscal year, with all policies currently under review.

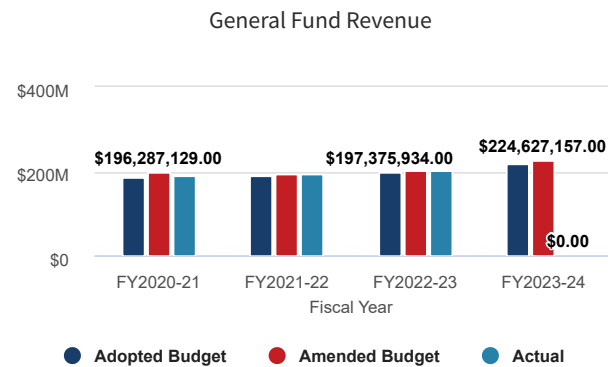
**General Fund Balance**

Last Update: Dec 20, 2024 20:06:14



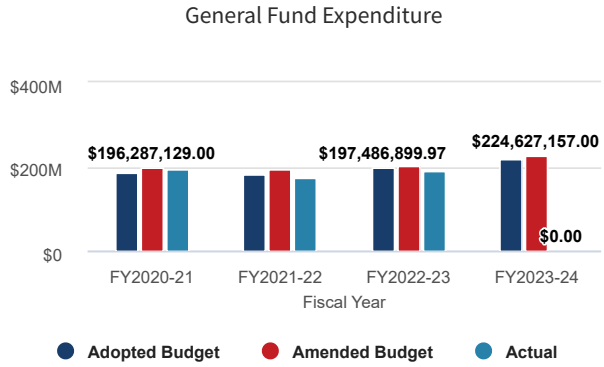
**General Fund Revenue (Budget vs Actual)**

Last Update: Dec 20, 2024 20:06:14



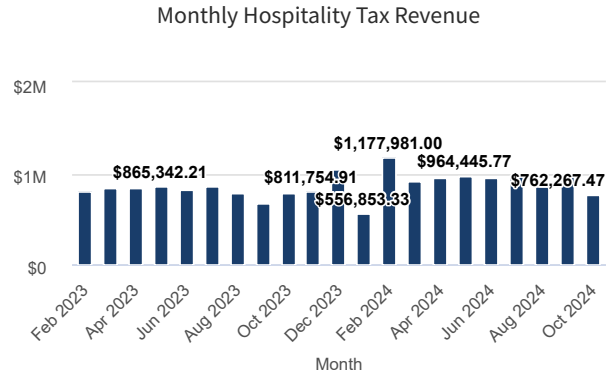
### General Fund Expenditures (Budget vs Actual)

Last Update: Dec 20, 2024 20:06:14



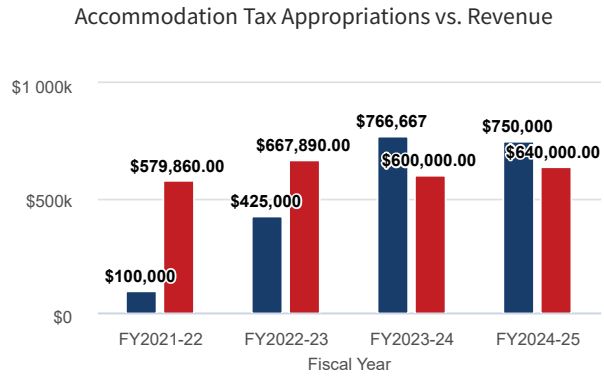
### Hospitality Tax (Monthly)

Last Update: Feb 03, 2025 06:10:26



### Accommodation Tax Appropriations vs. Revenue

Last Update: Dec 30, 2024 16:30:41



**Goal 4** Progress 38%

Plan for Growth through Inclusive and Equitable Infrastructure

Owner: MADDISON WILKERSON

Objective: 4 Initiative: 15

	%	#
Status Pending	6.67	1
On Track	80.0	12
Some Disruption	6.67	1
Completed	6.67	1

Update provided by MADDISON WILKERSON on Feb 04, 2025 21:52:31

Highlights:

The Comp Plan team held six stakeholder meetings, an advisory committee meeting, hosted a public forum and is currently collecting information via the Comp Plan website and survey as part of the data gathering process with the goal of learning about the vision citizens and stakeholders have for Richland County's future. The updated Comp Plan will also address how future neighborhood plans align with the updated comp plan.

A solicitation process is complete and administration is recommended a firm to conduct facility assessments and create a County Facility Master Plan. The Public Safety Complex Project is under construction and progressing smoothly. The construction documents for the Family Service Center are expected to be completed by Spring 2025.

Richland County is administering the U.S. Department of Housing and Urban Development-Community Development Block Grants (CDBG). The program aims to benefit low- and moderate-income individuals, targeting the prevention or elimination of slums or blight, or addressing urgent community development needs. The Grants Department has successfully collaborated with nonprofit organizations in the housing sector to improve affordable housing availability and accessibility for families. The next step is to conduct a Housing Study, which requires a comprehensive budgeting process to ensure financial feasibility.

**Percentage of the County LMI living within a LMA**

Last Update: Dec 20, 2024 20:06:16

**Percentage of the County LMI living within a LMA**

(Persons with Low to Moderate Incomes)



**16.2%**

LMI living within a LMA as of Jul 01, 2022

**Percentage of LMI Homes on unpaved roads**

Last Update: Dec 20, 2024 20:06:16

**Percentage of Low- to Moderate(LMI) Homes within 75ft of an unpaved road**

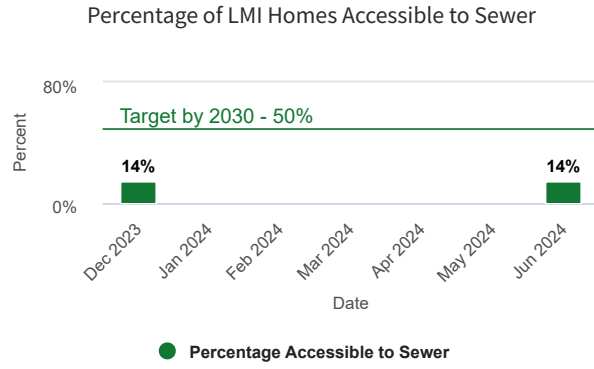


**1.6%**

LMI Homes served as of 2024

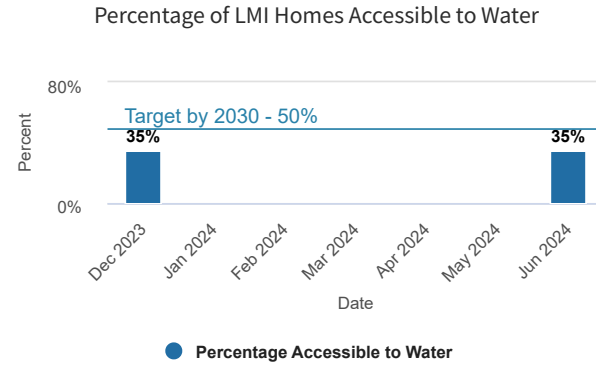
### Percentage of LMI Homes Accessible to Sewer

Last Update: Jul 15, 2024 13:30:34



### Percentage of LMI Homes Accessible to Water

Last Update: Jul 15, 2024 13:30:34



**Goal 5** Progress 58%

### Achieve Positive Public Engagement

	%	#
On Track	69.23	9
Completed	30.77	4

Owner: MADDISON WILKERSON

Objective: 4

Initiative: 13

Update provided by MADDISON WILKERSON on Feb 04, 2025 21:52:48

#### Highlights:

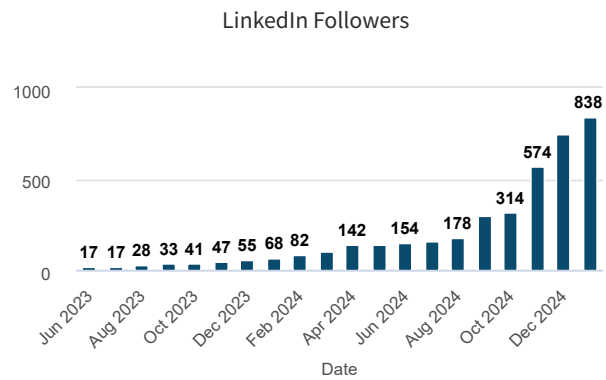
The Office of Communications (OOC) has improved collaborations with community partners and other municipalities, with a focus on sustaining dialogue, increasing community events, and relaunching the Engage Richland initiative for enhanced community engagement. A formal plan for public education is being developed for FY25, partly through the relaunch of Engage Richland.

The OOC has significantly increased its use of social and digital media platforms for information dissemination about resources, events, and major developments.

The strategy of hosting town hall meetings across all 11 districts has effectively kept residents informed about ongoing County initiatives.

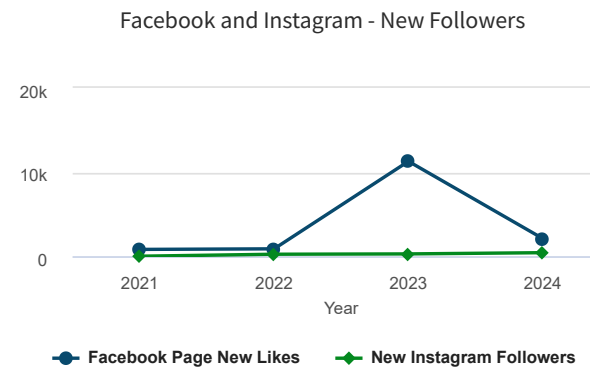
#### LinkedIn Followers - Public Engagement

Last Update: Dec 20, 2024 20:06:16



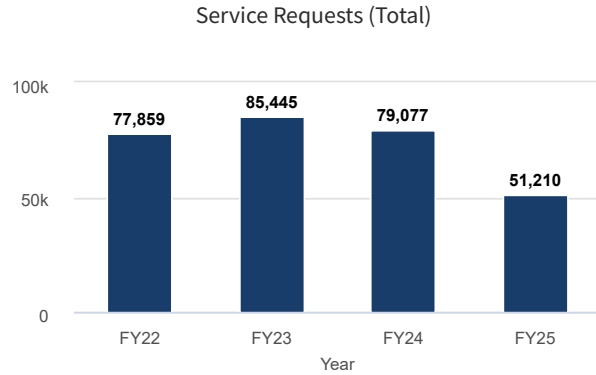
#### New Followers (Facebook & Instagram) - Public Engagement

Last Update: Dec 20, 2024 20:06:15



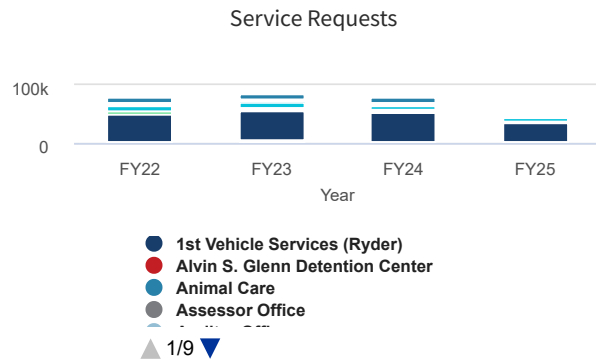
### Service Requests Total - Public Engagement

Last Update: Dec 20, 2024 20:06:15



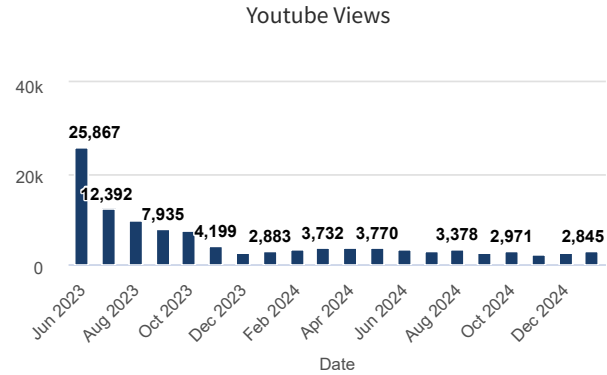
### Service Requests (Detailed) - Public Engagement

Last Update: Dec 20, 2024 20:06:15



### Youtube Views - Public Engagement

Last Update: Dec 20, 2024 20:06:15



### Youtube Followers - Public Engagement

Last Update: Dec 20, 2024 20:06:15

## Youtube Followers

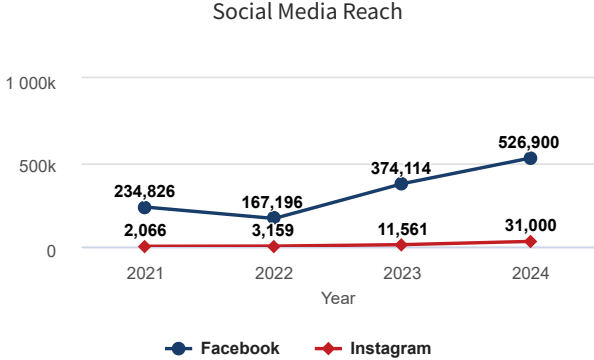
**29,940**

As of Jan 2024

↓ Decreased by 0.13% from Dec 2024

**Social Media Reach - Public Engagement**

Last Update: Dec 20, 2024 20:06:15



**Goal 6** Progress 56%

**Establish Operational Excellence**

Owner: MADDISON WILKERSON

Objective: 8 Initiative: 23

	%	#
On Track	60.87	14
Some Disruption	13.04	3
Completed	26.09	6

Update provided by MADDISON WILKERSON on Feb 04, 2025 21:53:25

**Highlights:**

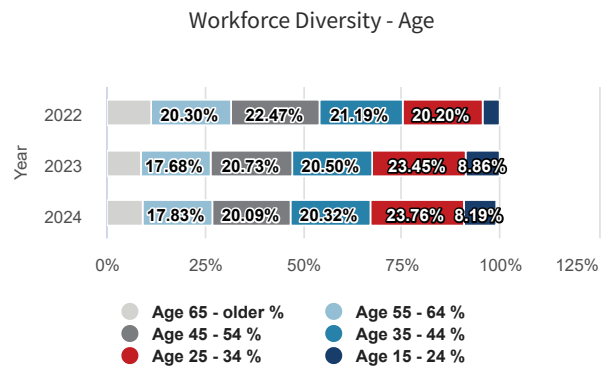
The County has implemented a compensation plan as of December 6, 2023, to align County positions with market standards. Phase II of this plan was implemented for eligible employees in October 2024.

Supervisory and Management training, covering topics like employee liability, ethics, and conflict resolution, is now widely available and mandatory for County supervisors and managers.

The position of Director of Diversity, Equity, and Inclusion was filled in June 2024.

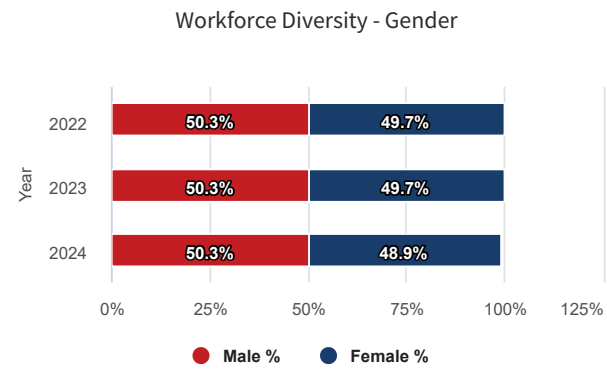
**Workforce Diversity - Age (Option 2)**

Last Update: Mar 01, 2024 16:27:14



**Workforce Diversity - Gender (Option 2)**

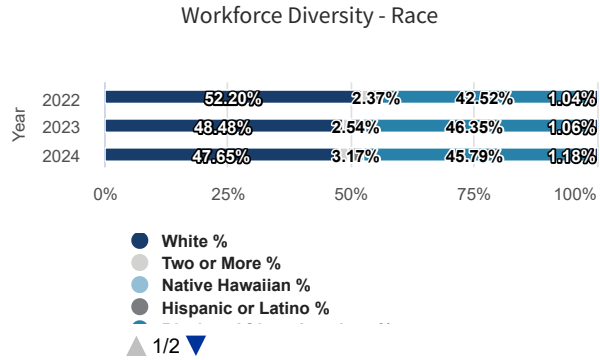
Last Update: Mar 01, 2024 16:27:14





**Workforce Diversity - Race (Option 2)**

Last Update: Mar 01, 2024 16:27:14



**Employee Training Course Annual Attendance**

Last Update: Dec 20, 2024 20:06:15

**Employee Training Course Annual Attendance**



2023

**3,072 Employees Course Attendance**

*154 Total Courses Held*

2024

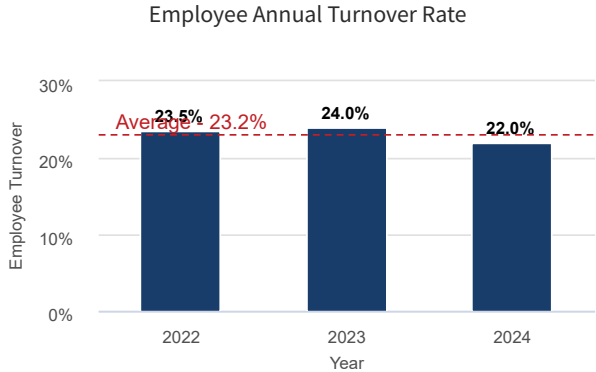
**6,447 Employees Course Attendance**

*243 Total Courses Held*

**↑ 109.86% Employee Course Attendance from 2023**

**Employee Annual Turnover Rate**

Last Update: Mar 01, 2024 16:27:14



**Employee Annual Turnover Rate**

Last Update: Dec 20, 2024 20:06:16

**Employee Annual Turnover Rate**



2024

**22.0%**



**Informational Agenda Briefing**

<b>Prepared by:</b>	Maddison Wilkerson	<b>Title:</b>	Director
<b>Department:</b>	Budget and Grants Management	<b>Division:</b>	
<b>Date Prepared:</b>	February 4, 2025	<b>Meeting Date:</b>	February 11, 2025
<b>Approved for consideration:</b>	Assistant County Administrator	Lori J. Thomas, MBA, CGFO	
<b>Meeting/Committee</b>	Strategic Planning Ad Hoc		
<b>Subject:</b>	Hospitality Tax Fund Overview		

As of the end of the fiscal year 2024, the Hospitality Tax Fund has maintained a healthy fund balance of \$18,209,395, as presented at the Strategic Planning Forum in January. This includes revenues generated from the collection of hospitality taxes during the year as well as carryover from prior periods.

For the fiscal year 2025, the adopted budget includes \$10,442,422 from revenue sources, with an additional \$4,776,069 drawn from the fund balance to support various projects and initiatives. These allocations were made based on the Council’s priority areas, including tourism promotion, community events, and other hospitality-related expenditures.

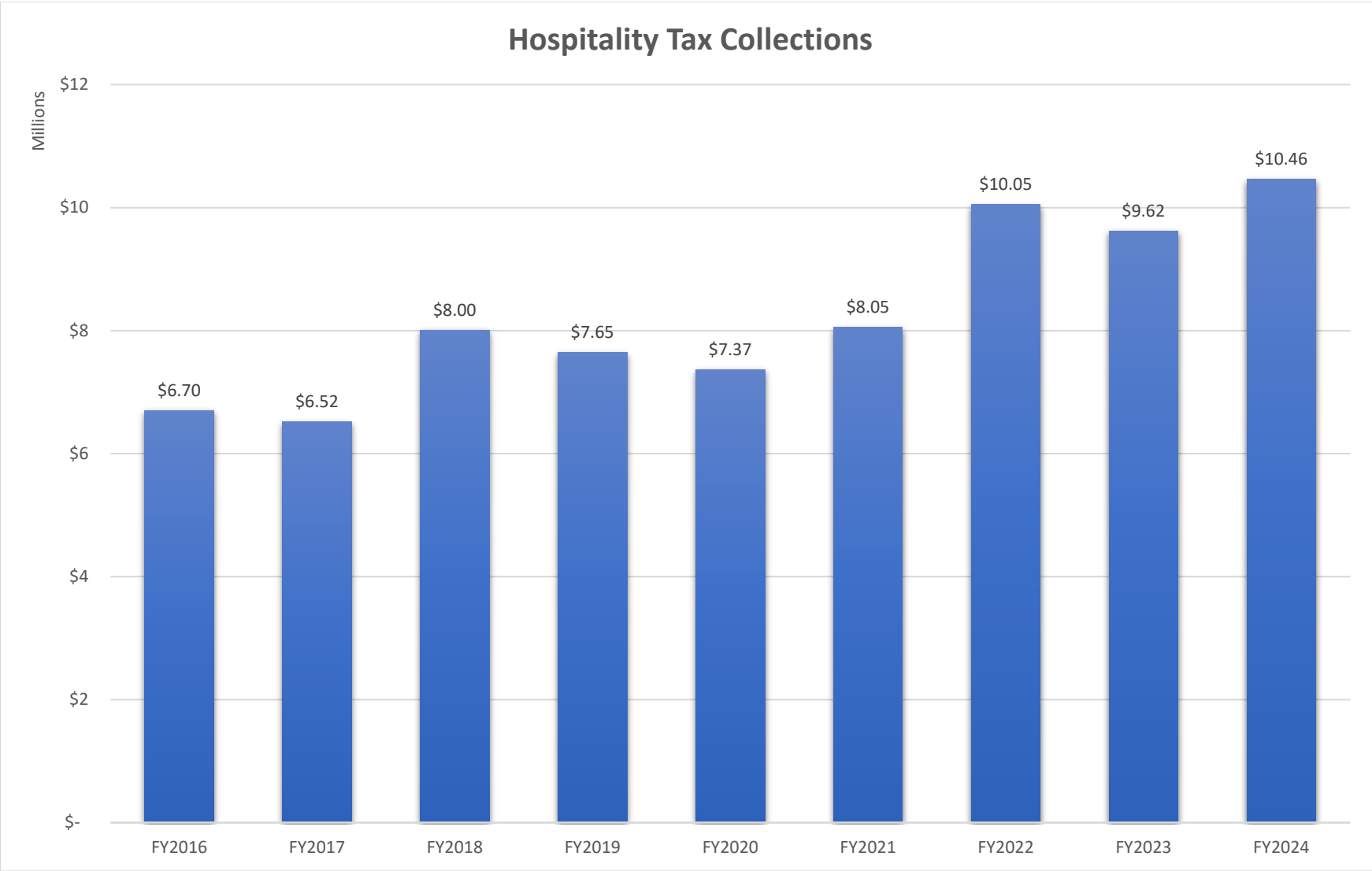
Of the \$15,218,491 available for use in fiscal year 2025, the Council has approved the following allocations:

\$4,985,350	Transfers out for Debt Service and to the General Fund
\$664,000	Hospitality Tax Committee Recommendations
\$2,100,662	Council H-Tax Discretionary (including rollover)
\$4,939,867	Ordinance, Special Promotions & Tier 3 Agencies
\$1,026,900	Township Parking Lot Capital Project
\$1,501,702	Riverbanks Zoo Funding

If all funding is spent based on the allocations above, the ending fund balance for fiscal year 2025 will be \$13,433,326 on June 30, 2025. As we look to future budgetary needs, it is important to note the hospitality tax bonds will be paid off by June 30, 2026, which will free up approximately \$1.4 million annually thereafter.

**ATTACHMENTS:**

1. Hospitality Tax Collections FY16-FY24





## **REQUEST OF ACTION**

**Subject:** FY25 - District 6 Hospitality Tax Allocations

### **A. Purpose**

County Council is being requested to approve a total allocation of **\$5,000** for District 6.

### **B. Background / Discussion**

For the 2024 - 2025 Fiscal Year, County Council approved designating the Hospitality Discretionary account funding totaling \$82,425.00 for each district Council member. The details of these motions are listed below:

**Motion List (3<sup>rd</sup> reading) for FY17:** Hospitality Tax discretionary account guidelines are as follows: (a) Establish a H-Tax discretionary account for each Council District; (b) Fund the account at the amount of \$164,850.00; (c) Council members will recommend Agencies to be funded by their allocation. Agencies and projects must meet all of the requirements in order to be eligible to receive H-Tax funds; (d) All Council recommendation for appropriations of allocations to Agencies after the beginning of the fiscal year will still be required to be taken back to Council for approval by the full Council prior to the commitment of funding. This would only require one vote.

**Motion List (3<sup>rd</sup> reading) for FY25, Regular Council Meeting – June 18, 2024:** Establish Hospitality Tax discretionary accounts for each district in FY25 at the amount of \$82,425. Move that up to \$300,000 of unallocated district specific H-Tax funding for FY23-24 be carried over and added to any additional funding for FY24-25.

Pursuant to Budget Memorandum 2017-1 and the third reading of the budget for FY25 each district Council member was approved \$82,425.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 6 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding	\$ 82,425
FY2024 Remaining	\$300,000
Senior Resources- March for Meals	\$ 5,000
<b>Total Allocation</b>	<b>\$ 5,000</b>
<b>FY25 Approved Allocations YTD</b>	<b>\$ 58,000</b>
<b>Remaining FY2025 Balance</b>	<b>\$319,425</b>

**C. Legislative / Chronological History**

- 3<sup>rd</sup> Reading of the Budget – June 8, 2017
- Regular Session - May 15, 2018
- 3<sup>rd</sup> Reading of the Budget FY19- June 21, 2018
- 3<sup>rd</sup> Reading of the Budget FY20- June 10, 2019
- 3<sup>rd</sup> Reading of the Budget FY21- June 11, 2020
- 3<sup>rd</sup> Reading of the Budget FY22- June 10, 2021
- 3<sup>rd</sup> Reading of the Budget FY23- June 7, 2022
- 3<sup>rd</sup> Reading of the Budget FY24- June 6, 2023
- 3<sup>rd</sup> Reading of the Budget FY25- June 18, 2024

**D. Alternatives**

1. Consider the request and approve the allocation.
2. Consider the request and do not approve the allocation.

**E. Final Recommendation**

Staff does not have a recommendation regarding this as it is a financial policy decision of County Council. The funding is available to cover the request. Staff will proceed as directed.



## **REQUEST OF ACTION**

**Subject:** FY25 - District 7 Hospitality Tax Allocations

### **A. Purpose**

County Council is being requested to approve a total allocation of **\$10,000** for District 7.

### **B. Background / Discussion**

For the 2024 - 2025 Fiscal Year, County Council approved designating the Hospitality Discretionary account funding totaling \$82,425.00 for each district Council member. The details of these motions are listed below:

**Motion List (3<sup>rd</sup> reading) for FY17:** Hospitality Tax discretionary account guidelines are as follows: (a) Establish a H-Tax discretionary account for each Council District; (b) Fund the account at the amount of \$164,850.00; (c) Council members will recommend Agencies to be funded by their allocation. Agencies and projects must meet all of the requirements in order to be eligible to receive H-Tax funds; (d) All Council recommendation for appropriations of allocations to Agencies after the beginning of the fiscal year will still be required to be taken back to Council for approval by the full Council prior to the commitment of funding. This would only require one vote.

**Motion List (3<sup>rd</sup> reading) for FY25, Regular Council Meeting – June 18, 2024:** Establish Hospitality Tax discretionary accounts for each district in FY25 at the amount of \$82,425. Move that up to \$300,000 of unallocated district specific H-Tax funding for FY23-24 be carried over and added to any additional funding for FY24-25.

Pursuant to Budget Memorandum 2017-1 and the third reading of the budget for FY25 each district Council member was approved \$82,425.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 7 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding	\$ 82,425
FY2024 Remaining	\$ 1,950
Aja Wilson Foundation	\$ 10,000
<b>Total Allocation</b>	<b>\$ 10,000</b>
<b>FY25 Approved Allocations YTD</b>	<b>\$ 72,500</b>
<b>Remaining FY2025 Balance</b>	<b>\$ 1,875</b>

**C. Legislative / Chronological History**

- 3<sup>rd</sup> Reading of the Budget – June 8, 2017
- Regular Session - May 15, 2018
- 3<sup>rd</sup> Reading of the Budget FY19- June 21, 2018
- 3<sup>rd</sup> Reading of the Budget FY20- June 10, 2019
- 3<sup>rd</sup> Reading of the Budget FY21- June 11, 2020
- 3<sup>rd</sup> Reading of the Budget FY22- June 10, 2021
- 3<sup>rd</sup> Reading of the Budget FY23- June 7, 2022
- 3<sup>rd</sup> Reading of the Budget FY24- June 6, 2023
- 3<sup>rd</sup> Reading of the Budget FY25- June 18, 2024

**D. Alternatives**

1. Consider the request and approve the allocation.
2. Consider the request and do not approve the allocation.

**E. Final Recommendation**

Staff does not have a recommendation regarding this as it is a financial policy decision of County Council. The funding is available to cover the request. Staff will proceed as directed.





## **REQUEST OF ACTION**

**Subject:** FY25 - District 9 Hospitality Tax Allocations

### **A. Purpose**

County Council is being requested to approve a total allocation of **\$5,000** for District 9.

### **B. Background / Discussion**

For the 2024 - 2025 Fiscal Year, County Council approved designating the Hospitality Discretionary account funding totaling \$82,425.00 for each district Council member. The details of these motions are listed below:

**Motion List (3<sup>rd</sup> reading) for FY17:** Hospitality Tax discretionary account guidelines are as follows: (a) Establish a H-Tax discretionary account for each Council District; (b) Fund the account at the amount of \$164,850.00; (c) Council members will recommend Agencies to be funded by their allocation. Agencies and projects must meet all of the requirements in order to be eligible to receive H-Tax funds; (d) All Council recommendation for appropriations of allocations to Agencies after the beginning of the fiscal year will still be required to be taken back to Council for approval by the full Council prior to the commitment of funding. This would only require one vote.

**Motion List (3<sup>rd</sup> reading) for FY25, Regular Council Meeting – June 18, 2024:** Establish Hospitality Tax discretionary accounts for each district in FY25 at the amount of \$82,425. Move that up to \$300,000 of unallocated district specific H-Tax funding for FY23-24 be carried over and added to any additional funding for FY24-25.

Pursuant to Budget Memorandum 2017-1 and the third reading of the budget for FY25 each district Council member was approved \$82,425.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 9 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding	\$ 82,425
FY2024 Remaining	\$232,935
Auntie Karen Foundation	\$ 5,000
<b>Total Allocation</b>	<b>\$ 5,000</b>
<b>FY25 Approved Allocations YTD</b>	<b>\$ 62,000</b>
<b>Remaining FY2025 Balance</b>	<b>\$248,360</b>

**C. Legislative / Chronological History**

- 3<sup>rd</sup> Reading of the Budget – June 8, 2017
- Regular Session - May 15, 2018
- 3<sup>rd</sup> Reading of the Budget FY19- June 21, 2018
- 3<sup>rd</sup> Reading of the Budget FY20- June 10, 2019
- 3<sup>rd</sup> Reading of the Budget FY21- June 11, 2020
- 3<sup>rd</sup> Reading of the Budget FY22- June 10, 2021
- 3<sup>rd</sup> Reading of the Budget FY23- June 7, 2022
- 3<sup>rd</sup> Reading of the Budget FY24- June 6, 2023
- 3<sup>rd</sup> Reading of the Budget FY25- June 18, 2024

**D. Alternatives**

1. Consider the request and approve the allocation.
2. Consider the request and do not approve the allocation.

**E. Final Recommendation**

Staff does not have a recommendation regarding this as it is a financial policy decision of County Council. The funding is available to cover the request. Staff will proceed as directed.



## **REQUEST OF ACTION**

**Subject:** FY25 - District 11 Hospitality Tax Allocations

### **A. Purpose**

County Council is being requested to approve a total allocation of **\$5,000** for District 11.

### **B. Background / Discussion**

For the 2024 - 2025 Fiscal Year, County Council approved designating the Hospitality Discretionary account funding totaling \$82,425.00 for each district Council member. The details of these motions are listed below:

**Motion List (3<sup>rd</sup> reading) for FY17:** Hospitality Tax discretionary account guidelines are as follows: (a) Establish a H-Tax discretionary account for each Council District; (b) Fund the account at the amount of \$164,850.00; (c) Council members will recommend Agencies to be funded by their allocation. Agencies and projects must meet all of the requirements in order to be eligible to receive H-Tax funds; (d) All Council recommendation for appropriations of allocations to Agencies after the beginning of the fiscal year will still be required to be taken back to Council for approval by the full Council prior to the commitment of funding. This would only require one vote.

**Motion List (3<sup>rd</sup> reading) for FY25, Regular Council Meeting – June 18, 2024:** Establish Hospitality Tax discretionary accounts for each district in FY25 at the amount of \$82,425. Move that up to \$300,000 of unallocated district specific H-Tax funding for FY23-24 be carried over and added to any additional funding for FY24-25.

Pursuant to Budget Memorandum 2017-1 and the third reading of the budget for FY25 each district Council member was approved \$82,425.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 11 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding	\$ 82,425
FY2024 Remaining	\$174,552
Richland Library	\$ 5,000
<b>Total Allocation</b>	<b>\$ 5,000</b>
<b>FY25 Approved Allocations YTD</b>	<b>\$ 28,000</b>
<b>Remaining FY2025 Balance</b>	<b>\$223,977</b>

**C. Legislative / Chronological History**

- 3<sup>rd</sup> Reading of the Budget – June 8, 2017
- Regular Session - May 15, 2018
- 3<sup>rd</sup> Reading of the Budget FY19- June 21, 2018
- 3<sup>rd</sup> Reading of the Budget FY20- June 10, 2019
- 3<sup>rd</sup> Reading of the Budget FY21- June 11, 2020
- 3<sup>rd</sup> Reading of the Budget FY22- June 10, 2021
- 3<sup>rd</sup> Reading of the Budget FY23- June 7, 2022
- 3<sup>rd</sup> Reading of the Budget FY24- June 6, 2023
- 3<sup>rd</sup> Reading of the Budget FY25- June 18, 2024

**D. Alternatives**

1. Consider the request and approve the allocation.
2. Consider the request and do not approve the allocation.

**E. Final Recommendation**

Staff does not have a recommendation regarding this as it is a financial policy decision of County Council. The funding is available to cover the request. Staff will proceed as directed.