



RICHLAND COUNTY COUNCIL

ADMINISTRATION AND FINANCE COMMITTEE

Kit Smith	Greg Pearce	Joyce Dickerson, Chair	Kelvin Washington	Valerie Hutchinson
District 5	District 6	District 2	District 10	District 9

**OCTOBER 26, 2010
6:00 PM**

**2020 Hampton Street, Columbia, South Carolina
Council Chambers**

CALL TO ORDER

APPROVAL OF MINUTES

1. Regular Session: September 28, 2010 [pages 4-6]

ADOPTION OF AGENDA

ITEMS FOR ACTION

2. Brown Conservation Easement Donation [pages 8-23]
3. Budget Transfer from Decker Blvd S&B to Booker Heights Infrastructure [pages 25-26]

4. EMS/MC Billing and Collecting Fee-EMS Patients [pages 28-29]
5. Hopkins Conservation Easement Donation [pages 31-57]
6. Hospitality Tax - Round Two Funding Recommendations [pages 59-61]
7. HUD approved FY 10-11 Annual Action Plan [pages 63-110]
8. Motion to hire outside Counsel for Redistricting [pages 112-115]
9. Mullis Conservation Easement Donation [pages 117-132]
10. Nicholson Conservation Easement Donation [pages 134-148]
11. Reduction in Hospitality Tax from 2% to 1.5% [pages 150-154]
12. Troutman-Ganus Conservation Easement Donation [pages 156-170]

ADJOURNMENT



Richland County Council Request of Action

Subject

Regular Session: September 28, 2010 [pages 4-6]

Reviews

MINUTES OF



**RICHLAND COUNTY COUNCIL
ADMINISTRATION AND FINANCE COMMITTEE
TUESDAY, SEPTEMBER 28, 2010
6:00 P.M.**

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

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MEMBERS PRESENT

Chair: Joyce Dickerson
Member: Valerie Hutchinson
Member: L. Gregory Pearce, Jr.
Member: Kit Smith
Member: Kelvin E. Washington, Sr.

ALSO PRESENT: Paul Livingston, Bill Malinowski, Norman Jackson, Gwendolyn Davis Kennedy, Damon Jeter, Jim Manning, Michelle Cannon-Finch, Milton Pope, Tony McDonald, Sparty Hammett, Roxanne Ancheta, Randy Cherry, Larry Smith, Stephany Snowden, Tamara King, Sara Salley, Jesse Johnson, Lillian McBride, Monique Walters, Michelle Onley

CALL TO ORDER

The meeting started at approximately 6:01 p.m.

APPROVAL OF MINUTES

July 27, 2010 (Regular Session) – Ms. Hutchinson moved, seconded by Mr. Pearce, to approve the minutes as distributed. The vote in favor was unanimous.

ADOPTION OF AGENDA

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

ITEMS FOR ACTION

AT&T Leased Line Connections--Countywide – Mr. Pearce moved, seconded by Ms. Hutchinson, to forward this item to Council with a recommendation for approval. The vote in favor was unanimous.

Benedict College SC HBCU Classic – Mr. Washington moved to forward this item to Council with a recommendation for approval. The motion died for lack of a second.

Ms. Smith moved, seconded by Ms. Hutchinson, to forward this item to Council with a recommendation for denial. The vote was in favor.

Mr. Washington made a substitute motion to forward this item to Council with a recommendation for approval. The motion died for lack of a second.

Coroner Budget Amendment for 2010-2011 – Mr. Washington moved to forward this item to Council with a recommendation for approval. The motion died for lack of a second.

Ms. Smith moved, seconded by Ms. Hutchinson, to forward this item to Council with a recommendation to approve the Administrator's recommendation. A discussion took place.

The vote was in favor.

Franchise Fees for Utilities – Mr. Pearce moved, seconded by Ms. Hutchinson, to forward this item to Council with a recommendation to table. The vote in favor was unanimous.

Hospitality Tax Budget Amendment – Mr. Washington moved, seconded by Ms. Smith, to forward this item to Council with a recommendation for approval. The vote in favor was unanimous.

Hospitality Tax-Special Round for SERCO organizations – Mr. Washington moved, seconded by Mr. Pearce, to forward this item to Council with a recommendation for approval. The vote in favor was unanimous.

Mircosoft Licensing—Countywide – Ms. Hutchinson moved, seconded by Mr. Washington, to forward this item to Council with a recommendation for approval. The vote in favor was unanimous.

Palmetto Capital City Classic Funding – Mr. Washington moved to forward this item to Council with a recommendation for approval. The motion died for lack of a second.

Mr. Washington moved to forward this item to Council without a recommendation. The motion died for lack of a second.

Ms. Hutchinson moved, seconded by Ms. Smith, to forward this item to Council with a recommendation for denial. A discussion took place.

The vote was in favor.

POINT OF PERSONAL PRIVILEGE – Mr. Jeter recognized that Valerie Washington was in the audience.

Mr. Dickerson recognized that former Councilwoman Bernice Scott was in the audience.

Sheriff's Department Grant Position Pick Up Request – Ms. Smith moved, seconded by Mr. Pearce, to forward this item to Council with a recommendation to direct the Administrator to work with the Sheriff's Department to realign funds to fund this position. The vote in favor was unanimous.

Voter Registration Budget Amendment – Mr. Washington moved, seconded by Mr. Pearce, to forward this item to Council with a recommendation for approval. The vote in favor was unanimous.

ITEMS FOR DISCUSSION/INFORMATION

Capital Funding for Hampton Preston and Woodrow Wilson Historic Homes – This item was received as information.

Review all Departments and determine possible consolidation and/or outsourcing and prioritize them – This item was held in committee

ADJOURNMENT

The meeting adjourned at approximately 6:56 p.m.

Submitted by,

Joyce Dickerson, Chair

The minutes were transcribed by Michelle M. Onley

Richland County Council Request of Action

Subject

Brown Conservation Easement Donation [pages 8-23]

Reviews

Richland County Council Request of Action

Subject: Brown Conservation Easement Donation

A. Purpose

County Council is requested by the Conservation Commission to accept a conservation easement on 56 acres as a donation in northwest Richland County Broad River Area in the Wateree Creek Watershed in order to protect a valuable floodplain, natural resources, water quality, wildlife, and preserve valuable open space.

B. Background / Discussion

Jeff Brown, Cotton Wood Land Holdings, LLC, has made a formal application to the Conservation Commission to help protect his valuable natural resources, wetlands, wildlife, and maintain the rural integrity of the landscape. This land is currently managed for timber, wildlife, and scenic beauty. The property is a critical segment of the Wateree Creek Watershed and floodplain which offers a buffer corridor along a critical perennial stream. The Conservation Commission recommends fair compensation for this easement in Richland County. The property faces development pressures to be converted to high density sub-divisions. The property is located in County Council District #2. The Brown Family would like to contribute to a new conservation image for their community and protect this stream corridor. We salute their partnership and conservation values.

C. Financial Impact

The Conservation Commission voted unanimously to make this easement request to County Council as a private donation for tax benefits with fair compensation of \$52,000. The Conservation Commission has current funding available for this easement. The appraisal shows a land value over \$300,000. The landowner is donating a large percentage of the appraised easement value of which some may be captured by tax incentives. We consider this agreement to be beneficial to both parties and it meets the goals of Richland County in a true volunteer partnership. The indirect benefits and cost to Richland County will be less storm water issues, improved water quality, and preserving wildlife and valuable green space in a floodplain area of Broad River.

D. Alternatives

1. **Approve the request** to accept the conservation easement in perpetuity will protect valuable natural resources and preserve green space for all citizens. Accepting this easement benefits our communities and sets an example of volunteer partnership with landowners.
2. Do not approve will allow high density development, reduce green space, remove wildlife habitat, and change our rural landscape character forever.

E. Recommendation

"It is recommended that Council approve the request to accept this conservation easement on 56 acres owned by Jeff Brown.

Recommended by:	Department:	Date:
Carol Kososki, Chair Jim Wilson, Program Manager	Conservation Commission Richland County	9-26-2010

F. Reviews

(Please ***SIGN*** your name, ✓ the appropriate box, and support your recommendation before routing. Thank you!)

Finance

Reviewed by: Daniel Driggers	Date: 10/20/10
✓ Recommend Council approval	<input type="checkbox"/> Recommend Council denial
Comments regarding recommendation: recommendation based only on funding availability	

Legal

Reviewed by: Larry Smith	Date:
✓ Recommend Council approval	<input type="checkbox"/> Recommend Council denial
Comments regarding recommendation:	

Administration

Reviewed by: Sparty Hammett	Date: 10/20/10
✓ Recommend Council approval	<input type="checkbox"/> Recommend Council denial
Comments regarding recommendation:	

CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT ("Easement") granted this ** day of December, 2010, by Cotton Wood Land Holdings, LLC an address 2416 Cedar Springs Drive, Elgin, SC 29045 to Richland County, ("Grantee").

WITNESSETH:

Grantor is the owner of certain real property at Frick Road in Richland County, South Carolina consisting of approximately 56 acres more particularly described on Attachment A.

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

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

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

- . The preservation of open space for the scenic enjoyment of the general public.
- . The furtherment of the South Carolina Conservation Easement Act, 27-8-10 et seq authorizes the acquisition of conservation easements by local governments.
- . The fulfillment of the goals of Richland County Comprehensive Plan, as adopted in 2008.
- . The fulfillment of the goals of The Richland County Conservation Commission which has identified lands of importance to the community's agricultural heritage as a pressing need.
- . The contribution to the Greenway Program identified as a policy priority by the Richland County Council as indicated by its adoption in the Greenway Plan for Richland County
- . The preservation of land of historic importance to Richland County because of its relationship to the agrarian past and historic development of the community.
- . The preservation of water quality related to the provision of buffering the Cedar Creek Watershed and Persimmon Fork Creek from development, which follows the policy for water body buffering recently enacted by the Richland County Council.

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

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

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

THEREFORE, in consideration of \$52,000 and other good and valuable consideration, receipt of which is hereby acknowledged, pursuant to Section 170(h) of the Code and section 27-8-10 et seq. of South Carolina Code of Laws of 1976, as amended; Grantor does hereby voluntarily grant and convey unto the Grantee, a preservation and conservation easement in gross in perpetuity over the Protected Property, owned by the Grantor, and more particularly described as:

Richland County Tax Map Number 10304-01-01 or more particularly described in Attachment A

1. Grant of Conservation Easement

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

2. Statement of Purpose

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

3. Rights and Responsibilities Retained by Grantor

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

4. Rights to Use Property for Traditional Purposes

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

5. Right to Privacy

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

6. Right to Use the Property for Customary Rural Enterprises

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

7. Permission of Grantee

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

8. Procedure to Construct Building and Other Improvements

Except as otherwise provided herein, Grantor may undertake construction, reconstruction, or other improvement of the Property only as provided below. Grantor shall advise Grantee prior to undertaking any construction, reconstruction, or other improvement of single-family dwellings or recreational improvements on the Property as permitted herein, so as to enable Grantee to keep its record current.

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

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

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

D) Existing Single-Family Residential Dwellings – All existing single- family residential dwellings may be repaired, reasonably enlarged and replaced at their current locations, which are shown on the Baseline Report.

E) New Single-Family Residential Housing – There may be three (3) new residential dwellings constructed on the Property, with one house allowed on each newly created lot created under Section 11 below, provided that no more than three-quarter (3/4) acre of land shall be disturbed for this new construction.

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

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

9. Maintenance and Improvement of Water Sources

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

10. Water Rights

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

11. Subdivision

The Property is currently comprised of the parcel shown on Attachment A, which is all contained on one tax map. Subdivision of the Property, recording of a subdivision plan, partition of the Property, or any other attempt to divide the Property into two or more legal parcels may only be accomplished to create three (3) additional lots, not to exceed two (2) acres excluding road access, to accomplish the construction of one new residential structure as allowed in section 8(e) above. Upon this subdivision, all provisions of this easement shall apply fully to each newly created lot. Each new lot shall be allowed access to a public road as provided for in the Richland County subdivision regulations. Further subdivision of the Property, recording of a subdivision plan, partition of the Property, or any other attempt to divide the Property into two or more legal parcels may only be accomplished to create the additional one lot without the permission of Grantee is prohibited.

12. Conservation Practices

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

13. Application of Waste Materials

The land application, storage and placement on the Property of domestic septic effluent and municipal, commercial or industrial sewage sludge or liquid generated from such sources for agricultural purposes is prohibited. The use of septic tanks for homes on the three permitted lots described in section 11 is specifically allowable.

14. Forest Management

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

15. Mining

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

16. Paving and Road Construction

Construction and maintenance of unpaved roads that may be reasonably necessary and incidental to carrying out the improvements and uses permitted on the Property by this Easement are permitted. Other than the approved roads and barnyard areas indicated on the Baseline Report, which specifically includes right of ways existing at the time of execution for this document serving home sites on the property, no portion of the Property shall be paved or otherwise covered with concrete, asphalt, or any other impervious paving material, without the permission of Grantee.

17. Hazardous Waste

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

18. Ongoing Responsibilities of Grantor and Grantee

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

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

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

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

19. Extinguishment of Development Rights

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

20. Enforcement

Grantee shall have the right to enter upon the Property upon reasonable advance notice to Grantor for the purpose of inspecting for compliance with the terms of this Easement. If Grantee determines that a violation of this Easement has occurred, Grantee shall so notify Grantor, giving Grantor thirty (30) days to cure the violation. A right of access is hereby created on behalf of grantee to perform such monitoring duties as provided for in this conservation easement.

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

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

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

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

21. Transfer of Easement

Grantee shall have the right to transfer this Easement to any public agency or private nonprofit organization that, at the time of transfer, is a "qualified organization" under Section 170(h) of the Code and under the S.C. Conservation Easement, provided the transferee expressly agrees to assume the responsibility imposed on Grantor by this Easement.

22. Transfer of Property

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

23. Amendment of Easement

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

24. Extinguishment

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

25. Proceeds

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

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

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

26. Interpretation

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

27. Successors

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

28. Severability

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

29. Notices

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

To Grantor:
Jeffrey G. Brown
2416 Cedar Springs Drive
Elgin, SC 29045

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

30. Grantor's Title Warranty

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

31. Subsequent Liens on Property

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

32. Subsequent Encumbrances

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

33. Other Applicable Laws and Regulations

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

34. Grantor's Environmental Warranty

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

34. Perpetuation of Easement

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

35. Acceptance

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

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

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

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

Granted

Witness:

Cotton Wood Land Holdings, LLC
Jeffrey Brown

Acknowledgments

County of Richland
State of South Carolina,

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

Notary Public (SEAL)
My commission expires:
Accepted:

Accepted

Witness:

Council

Richland County

By _____

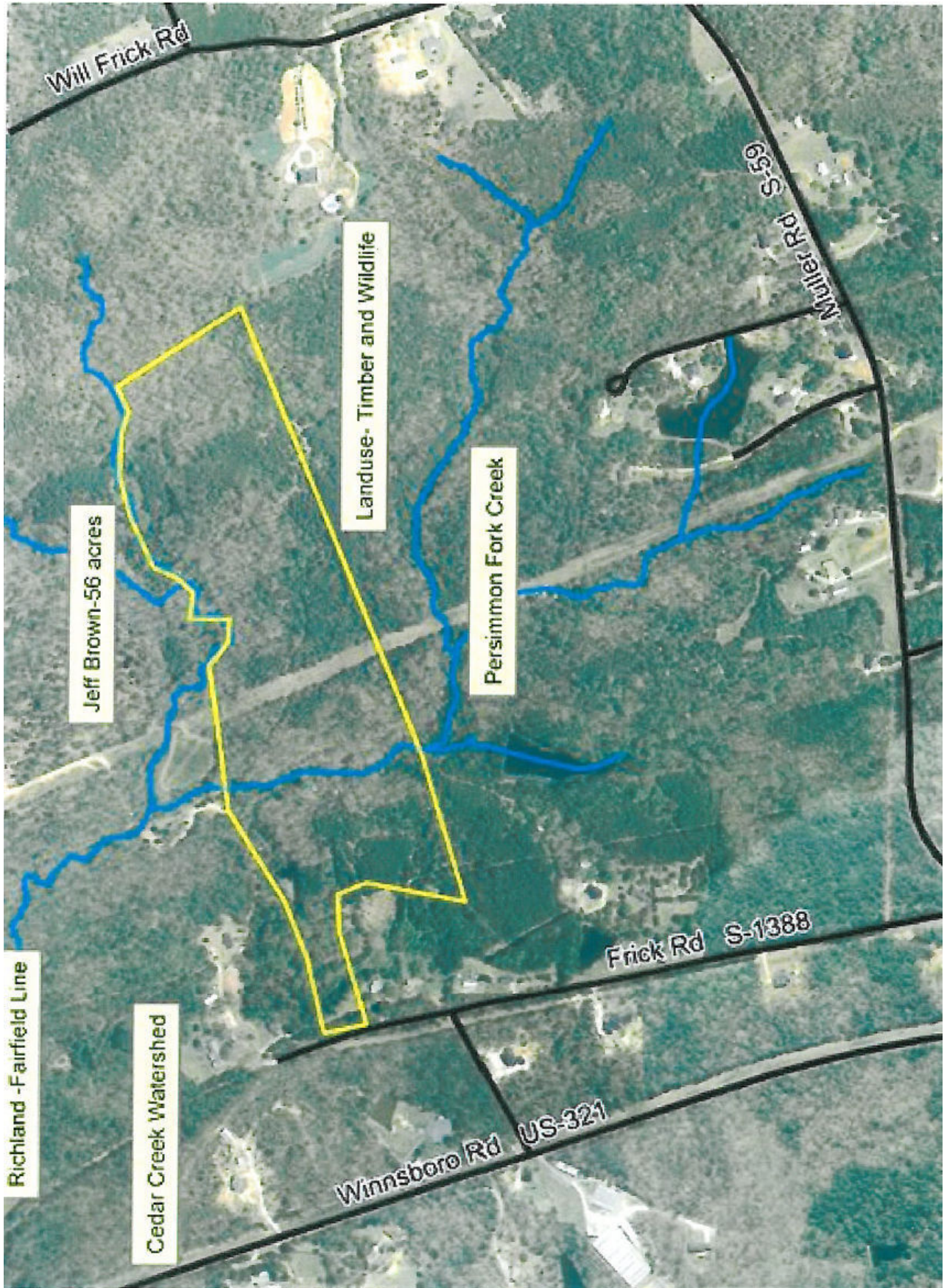
Acknowledgments

County of Richland
State of South Carolina,

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

Notary Public (SEAL)
My commission expires:

ATTACHMENT A



Richland County Council Request of Action

Subject

Budget Transfer from Decker Blvd S&B to Booker Heights Infrastructure [pages 25-26]

Reviews

Richland County Council Request of Action

Subject: Budget Transfer from Decker Blvd S&B to Booker Heights Infrastructure

A. Purpose

Council is requested to approve the budget transfer in the amount of \$ 150,975.78 from FY 10-11 Decker Blvd S&B Designation to Booker Heights Infrastructure improvement. This amount would satisfy the final payment billed to the County by the vendor, Trussell Brothers. Both of these projects are CDBG funded and no funds are being requested from County general funds. The Decker Blvd S&B Designation was approved by Council in July 2010 using HUD FY 10-11 CDBG funding. If this budget transfer is approved, a total of \$149,024.22 would remain for this fiscal year's use for the Decker Blvd Project and FY 11-12 CDBG funds will be used to restore the original amount to \$300,000.

B. Background / Discussion

The Booker Heights Project received a Notice to Proceed in 2006. The project had several obstacles to include unknown at the time additional hard and soft ware required including a telemetry tower that has now been installed. The vendor, Trussell Brothers, has now completed his portion of the work and has billed the County for change orders and retainages totaling \$150,975.78. The retainage and change orders have been approved by the Richland County Utilities Department. The currently approved CDBG budget can not support this request and therefore funds will have to be used from an existing approved line item. It was suggested to utilize the funds from this source and restore the funds back to the Decker Blvd S&B Project in FY 11-12. There is also the need to complete an advertised public notice and public comment period to notify citizens of this change. Again, no funds are being requested from County general funds.

C. Financial Impact

The financial impact of this request is one of an internal RCCD nature. The funds would be coming from one approved CDBG line item in FY 10-11 to cover costs that have been incurred up to and over the past 4 years.

From FY 10-11 Action Plan Decker Blvd S&B Designation (Budgeted \$300,000)	\$150,975.78
To FY 06-07 and subsequent fiscal year budgets to cover Booker Heights Infrastructure Project (retainage and change orders)	\$ 150,975.78

Again, no funds are being requested from County general funds.

D. Alternatives

1. Approve the request to transfer in the amount of \$150,975.78 from FY 10-11 Decker Blvd S&B Designation to Booker Heights Infrastructure improvement using CDBG funds.
2. Do not approve transfer in the amount of \$150,975.78 from FY 10-11 Decker Blvd S&B Designation to Booker Heights Infrastructure improvement using CDBG funds.
3. County general funds are approved to cover the costs of \$150,975.78 for the Booker Heights Infrastructure improvement.

E. Recommendation

It is recommended that Council approve the request to approve the request to transfer in the amount of \$ 150,975.78 from FY 10-11 Decker Blvd S&B Designation to Booker Heights Infrastructure improvement using CDBG funds.

Recommended by:	Department:	Date:
<i>Sparty Hammett & Andy Metts Through Valeria Jackson</i>	<i>Administration, Utilities & Community Development</i>	<i>10-12-10</i>

F. Reviews

(Please **SIGN** your name, ✓ the appropriate box, and support your recommendation before routing. Thank you!)

Finance

Reviewed by: <u>Daniel Driggers</u>	Date: 10/15/10
✓ Recommend Council approval	<input type="checkbox"/> Recommend Council denial
Comments regarding recommendation:	

Procurement

Reviewed by: <u>Rodolfo Callwood</u>	Date: 10/16/10
<input checked="" type="checkbox"/> Recommend Council approval	<input type="checkbox"/> Recommend Council denial
Comments regarding recommendation:	

Grants

Reviewed by: <u>Sara Salley</u>	Date: 10/19/10
✓ Recommend Council approval	<input type="checkbox"/> Recommend Council denial
Comments regarding recommendation:	

Legal

Reviewed by: <u>Larry Smith</u>	Date:
✓ Recommend Council approval	<input type="checkbox"/> Recommend Council denial
Comments regarding recommendation:	

Administration

Reviewed by: <u>Sparty Hammett</u>	Date: 10/19/10
✓ Recommend Council approval	<input type="checkbox"/> Recommend Council denial
Comments regarding recommendation:	

Richland County Council Request of Action

Subject

EMS/MC Billing and Collecting Fee-EMS Patients [pages 28-29]

Reviews

Richland County Council Request of Action

Subject: EMS/MC Billing and Collecting Fee-EMS Patients

A. Purpose

County Council is requested to approve a purchase order to EMS/MC for providing billing and collection services to insurance companies and individual patients related to the County's EMS services.

B. Background / Discussion

Fiscal Year 2011 is the second year into a five year contract with EMS/MC. EMS/MC was selected and approved by Council after going through an RFP process in 2007/2008 based on their ability to provide this service in a manner consistent with County needs and requirements.

Billing medical related services to insurance companies in its self requires a great deal of complex specialized knowledge. This coupled with the volume of accounts (monthly average of 3,560 new accounts) makes it more efficient and cost effective for this service to be handled by a 3rd party.

EMS/MC is paid monthly calculated at 6.9% of the payments collected during that month.

C. Financial Impact

There are sufficient funds in the account 1100189000.526502 designated for this request.

D. Alternatives

1. Approve the request to continue utilizing EMS/MC for an amount not to exceed \$696,154.
2. Do not approve the request. This would mean that billing and collection services to insurance companies and individual patients of the County's EMS would cease until a new provider could be identified and put into place.

E. Recommendation

It is recommended that County Council approve this request for a purchase order to EMS/MC in an amount not to exceed \$696,154 to provide billing and collecting of the County's EMS services to insurance and individual patients.

Recommended by: Daniel Driggers

Department: Finance

Date: October 9, 2010

F. Reviews

(Please ***SIGN*** your name, ✓ the appropriate box, and support your recommendation before routing. Thank you!)

Finance

Reviewed by: Daniel Driggers

Date: 10/14/10

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Request is consistent with appropriated budget

Procurement

Reviewed by: Rodolfo Callwood

Date: 10/14/10

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Legal

Reviewed by: Larry Smith

Date:

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Administration

Reviewed by: Tony McDonald

Date: 10/14/10

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Richland County Council Request of Action

Subject

Hopkins Conservation Easement Donation [pages 31-57]

Reviews

Richland County Council Request of Action

Subject: Hopkins Conservation Easement Donation

A. Purpose

County Council is requested by the Conservation Commission to accept a conservation easement on 100 acres as a donation in northeast Richland County near Hopkins in the Myers Creek Watershed in order to protect a valuable floodplain, natural resources, water quality, wildlife, and preserve valuable open space.

B. Background / Discussion

Ted Hopkins, 141 Edisto Avenue, Columbia, SC 29205, has made a formal application to the Conservation Commission to help protect his valuable natural resources, wetlands, wildlife, and maintain the rural integrity of the landscape. This land is currently managed for agriculture, timber, wildlife, and scenic beauty. The property is a critical segment of Goose Branch and the Myers Creek Watershed which offers a buffer corridor along a critical perennial stream. The property faces development pressures to be converted to high density sub-divisions. The property is located in County Council District #11. The Hopkins Family would like to contribute to a new conservation image for this community and protect this stream corridor. We salute their partnership and conservation values.

C. Financial Impact- Donation

The Conservation Commission voted unanimously to make this easement request to County Council as a private donation for tax benefits. The appraisal shows a land value over one million dollars. The landowner is donating a large percentage of the appraised easement value of which some may be captured by tax incentives. We consider this agreement to be beneficial to both parties and it meets the goals of Richland County in a true volunteer partnership. The indirect benefits and cost to Richland County will be less storm water issues, improved water quality, and preserving wildlife and valuable green space. This easement property would be an anchor for other properties in Lower Richland to offer passive recreation, education, and natural resource protection. The landowner reserves the right to add additional acres for easement consideration with fair compensation before execution of this easement to protect more value natural resources in the eco-region in partnership with other conservation incentive programs with County Council approval.

D. Alternatives

1. **Approve the request** to accept the conservation easement in perpetuity will protect valuable natural resources and preserve green space for all citizens. Accepting this easement benefits our communities and sets an example of volunteer partnership with landowners.
2. Do not approve will allow high density development, reduce green space, remove wildlife habitat, and change our rural landscape character forever.

E. Recommendation

"It is recommended that Council approve the request to accept this conservation easement on 100 acres owned by Ted Hopkins.

Recommended by:	Department:	Date:
Carol Kososki, Chair Jim Wilson, Program Manager	Conservation Commission Richland County	9-26-2010

F. Reviews

(Please **SIGN** your name, ✓ the appropriate box, and support your recommendation before routing. Thank you!)

Finance

Reviewed by: Daniel Driggers	Date: 10/15/10
✓ Recommend Council approval	<input type="checkbox"/> Recommend Council denial
Comments regarding recommendation:	

Legal

Reviewed by: Larry Smith	Date:
✓ Recommend Council approval	<input type="checkbox"/> Recommend Council denial
Comments regarding recommendation:	

Administration

Reviewed by: Sparty Hammett	Date: 10/19/10
✓ Recommend Council approval	<input type="checkbox"/> Recommend Council denial
Comments regarding recommendation:	

STATE OF SOUTH CAROLINA)
) GRANT OF CONSERVATION EASEMENT
COUNTY OF RICHLAND)

THIS GRANT OF CONSERVATION EASEMENT (the “Grant” or “Easement”) executed this _____ day of December, 2010, by Theodore J. Hopkins Jr. (hereinafter “Grantor”), having an address at 141 Edisto Avenue, Columbia, South Carolina 29205, in favor of Richland County, South Carolina (hereinafter the “Grantee” or the “County”), having an address at c/o Richland County Conservation Commission, Post Office Box 191, Columbia, SC 29202, the Grantor and the Grantee sometimes together referred to as the “Parties.”

WHEREAS, Grantor is the owner in fee simple of certain real property containing approximately one hundred (100) acres in Richland County, South Carolina, historically referred to as “The Oldfield” and more particularly described in Exhibit A attached hereto and incorporated herein by this reference (hereinafter the “Protected Property” or the “Property”);

WHEREAS, this Grant/Easement, sometimes referred to as the “Contribution,” to Grantee is made for exclusively public purposes; Grantee is a political subdivision of the State of South Carolina and meets the requirements of Sections 170(b)(1)(A)(5) and 170(c)(1) of the United States Internal Revenue Code (the “Code”) and the Treasury Regulations (“Treas. Reg.”) thereunder; Grantee is a “qualified organization” as such term is defined in Section 170(h)(3)(A) of the Code; and Grantee is qualified to hold conservation easements under the laws of the State of South Carolina;

WHEREAS, the Protected Property is located in close proximity to other conservation easements held by Richland County, Congaree Land Trust, South Carolina Department of Natural Resources (“DNR”) and other conservation-minded groups, which easements together protect a substantial and very valuable conservation land space in Lower Richland County, South Carolina and serve an essential role in preserving the rural, natural and ecological values of a substantial part of the community;

WHEREAS, the Protected Property is situated on Goose Branch which is part of the Myers Creek – Cabin Branch Watershed which, upon joining Cedar Creek, is a major waterway through the Congaree National Park to the Congaree River – which area in central South Carolina is considered of national ecological importance by the United States, the State of South Carolina, Richland County and numerous conservation groups;

WHEREAS, the Protected Property is situated on Lower Richland Boulevard and Garner’s Ferry Road, and is prominently visible by the public; and notwithstanding its close proximity to the City of Columbia, the Property provides an expansive viewshed of the topography and the bucolic beauty and rural character Lower Richland County and the Central Midlands of South Carolina;

WHEREAS, the Protected Property provides a supportive and protective buffer for a neighboring, large Carolina Bay, a unique geological formation considered by Federal, State and local governmental and conservation agencies as having major ecological and environmental qualities which should be preserved and protected;

WHEREAS, the Protected Property, also referred to as “The Oldfield on Cabin Branch Plantation,” is generally considered historic by virtue of its (i) comprising the northwestern portion of an 18th century, 2,700 acre plantation assembled by way of sixteen royal grants obtained ca. 1765 by John Hopkins (1739-1775); and (ii) surrounding the site of the plantation home burned/destroyed in February, 1865 by troops under the command of William T. Sherman;

WHEREAS, the Protected Property is a significant ecological and agricultural resource as evidenced by the existence of prime agricultural soils (e.g., Marlboro and Norfolk soil types) on the

Property by the United States Soil Conservation Service and its productive use as a family farm since the American Revolution;

WHEREAS, the Protected Property has a diversity of relatively natural habitats including mixed and evergreen upland forest, forested and non-forested wetlands, open fields and open water, all of which can support a variety of floral and faunal species;

WHEREAS, the Protected Property contains forested and non-forested wetlands, which function to improve water quality by providing for nutrient uptake and sediment deposition from runoff draining from upstream lands, and also to provide many wildlife habitat components such as breeding grounds, nesting sites and other critical habitat for a variety of fish and wildlife species as well as the unique habitat requirements of threatened and endangered plants and animals;

WHEREAS, the Protected Property provides a diversity, quality, and combination of natural habitats significant to wildlife habitat functions including feeding, nesting and roosting areas for migratory songbirds, ground-nesting birds, colonial shorebirds, and waterfowl, and also including feeding, breeding and resting areas for native small and large game and non-game mammals;

WHEREAS, the Protected Property is integral to the accomplishment of the conservation goals of various State governmental and non-governmental bodies by virtue of the Property's location in close proximity to and buffer protection of the Cowasee Basin Focus Area (formerly the "Congaree-Wateree-Santee Basin Initiative"), a public-private partnership which includes DNR, Congaree Land Trust, Ducks Unlimited, Richland County Conservation Commission (the "Conservation Commission") and the Natural Resource Conservation Service, which partnership is aimed at conserving significant properties in the South Carolina Midlands;

WHEREAS, the current use of the Protected Property in its existing relatively natural condition is consistent with the conservation purposes of this Easement; thus: (i) the Property is used entirely for agricultural, recreational and conservation purposes, including but not limited to the preservation of water quality by providing a vital, undeveloped, protective buffer on both sides of Goose Branch, a tributary of the Myers Creek – Cabin Branch Watershed, which flows into Cedar Creek, thence through Congaree National Park and into the Congaree River – all of which waterways comprise major water courses of the South Carolina Midlands, the protection and preservation of which waterways and ecosystems are recommended and designated a top priority of Federal, State and local government and supporting organizations, including the **Grantee** and the Richland County Conservation Commission; and (ii) the Property contributes very little nonpoint source pollution to the adjacent creeks and waterways due to the buffers surrounding all watercourses that provide for nutrient uptake and sediment deposition as well as the low percentage of impervious surface that reduces sources of pollution and nutrient loading;

WHEREAS, the above described conservation, environmental, ecological and natural habitats and resources, water quality protection, agricultural, geological, archeological, historic, cultural, recreational, open space and scenic qualities and values of the Protected Property (collectively referred to herein as the "Conservation Values") are of great importance to the integrity of the Property, to the **Grantor**, the **Grantee** and the people of South Carolina and this nation;

WHEREAS, **Grantor** intends to preserve and maintain the Conservation Purposes and Conservation Values described herein (collectively referred to as the "Conservation Interests") of the Protected Property, *in perpetuity*, in accordance with the provisions of Treas. Reg. Section 1.170A-14(g)(5), which Conservation Interests shall be summarized and documented in accordance with the provisions of Paragraph 6(S) herein and which shall be retained on file at the **Grantee's** office and incorporated herein by this reference and attached hereto as Exhibit B (hereinafter referred to as the "Baseline Documentation"), which Baseline Documentation consists of maps, reports and photographs prepared by the **Grantee** with the assistance and cooperation of the **Grantor**; and the Parties agree that the Baseline Documentation provides, collectively, an accurate

representation of the Protected Property as of the date of this Easement and is intended to serve as an objective point of reference from which to monitor compliance with the terms of this Easement; WHEREAS, **Grantor** and **Grantee** agree that with the careful use of conservation easements, the resources, habitat, beauty and unique ecological character of the Protected Property can be preserved and protected, while at the same time **Grantor** retains the right of continuing and subsequent private ownership, use and enjoyment of the Property;

WHEREAS, by act of the General Assembly of the State of South Carolina, as enacted in South Carolina Code Ann. (1976, as amended) (hereinafter the "SC Code") §27-8-10, *et. seq.* (The South Carolina Conservation Easement Act of 1991) (hereinafter the "Act"), South Carolina recognizes and authorizes the creation of conservation restrictions and easements; and as described in SC Code §27-8-20, also recognizes and authorizes **Grantee** to hold conservation easements;

WHEREAS, **Grantor** and **Grantee** recognize the natural, scenic, aesthetic, and special character and opportunity for enhancement of the Protected Property; they share the mutual intent and common purpose of the conserving, preserving and protecting *in perpetuity* the Protected Property as "a relatively natural habitat of fish, wildlife or plants or similar ecosystem" as that phrase is used in Code §170(h)(4)(A)(ii), and as "open space" (including farmland and forest land)" as that phrase is used in Code §170(h)(4)(A)(iii) and in the regulations promulgated thereunder by the United States Department of the Treasury (hereinafter "Treasury Regulations"); and **Grantor** and **Grantee** agree that these purposes can be accomplished by placing voluntary restrictions upon the use of the Property and by providing for the transfer from the **Grantor** to the **Grantee** of affirmative rights for the protection of the Property so as to be considered a "qualified conservation contribution" as such term is defined in Code §170(h) and the Treasury Regulations promulgated thereunder; and

WHEREAS, **Grantor** and **Grantee** intend and recognize that this transaction shall be treated as a charitable contribution of the Easement for purposes of federal and state income taxation;

NOW, THEREFORE, in consideration of one (\$1.00) Dollar with regard to the charitable contribution of this Easement to **Grantee**, and pursuant to §§170(h) and 2031(c) of the Code and the laws of the State of South Carolina, **Grantor** hereby voluntarily grants and conveys to **Grantee** a conservation easement *in perpetuity* over the Protected Property of the nature and character and to the extent hereinafter set forth (the "Easement"); and **Grantor** herein declares that the Property shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions and easements hereinafter set forth, which covenants, conditions, restrictions and easements shall run with the land *in perpetuity* and shall be a burden on the Property *in perpetuity*.

1. STATEMENT OF PURPOSE AND INTENT.

(A) Purpose. This Grant and Easement shall serve the following purposes (hereinafter collectively referred to as the "Conservation Purposes"):

- (1)** *The protection of a relatively natural habitat of fish, wildlife, plants and similar ecosystem, including but not limited to the protection of vital and significant lands of ecological quality (a) bordering on and including Goose Branch, the presence of which creates substantial habitat for fish, wildlife, flora and fauna, and (b) in close proximity to and buffering an adjacent, unique ecosystem known as a "Carolina Bay";*
- (2)** *The preservation of open space (including farmland and forest land) for the scenic enjoyment of the general public; and*

(3) *The preservation of open space pursuant to clearly defined State and local governmental conservation policies, including but not limited to the furthering of the South Carolina Conservation Easement Act of 1991 - S.C.C.A. § 27-8-10 et seq. which authorizes the acquisition of conservation easements by local governments.*

(B) **Intent.** The intent of the Parties is to convey, accept and maintain a perpetual restriction on the uses that may be made of the Protected Property by way of this Grant of Conservation Easement, so that the Conservation Purposes of the Easement are accomplished in accordance with Section 170(h)(4) of the Code and the Conservation Values described herein.

2. GRANTEE'S DETERMINATIONS AND CERTIFICATIONS.

(A) **Property Deemed Worthy of Protection for Conservation Purposes.** By accepting this Conservation Easement, **Grantee** acknowledges that it has evaluated the Protected Property, that it meets **Grantee's** conservation standards and that the Property is deemed worthy of protection for conservation purposes.

(B) **Terms of Easement in Accordance with Grantee's Policies, Rules and Regulations.** **Grantee** warrants and certifies that the terms of this Easement, including but not limited to the determination and amount of payment of consideration by **Grantee** to **Grantor** as described herein, are pursuant to and in accordance with current policies, rules and regulations promulgated by the **Grantee**.

(C) **Consideration Provided by Grantee Limited to Cash Amount Paid to Grantor.** **Grantee** warrants and certifies that the cash amount paid to **Grantor** constitutes the entire consideration provided by **Grantee** to **Grantor**; and **Grantee** further warrants and certifies that there has been, is and shall be no *quid pro quo*, goods, services or other consideration provided to the **Grantor** by or from the **Grantee**, its affiliates and assigns in connection with this Grant/Easement/Contribution.

3. GRANTEE'S RIGHTS.

To accomplish the purpose and intent of this Easement, the following rights are conveyed to **Grantee** by this Easement:

(A) **Preservation and Protection.** To preserve and protect the Conservation Interests of the Protected Property in accordance with the provisions of Treas. Reg. Section 1.170A-14(g)(5)(ii);

(B) **Reasonable Entry and Quiet Enjoyment.** To enter upon the Protected Property in a reasonable manner and at reasonable times, in order to monitor compliance with the Easement; *provided, however*, such entry shall be upon prior reasonable written notice (not less than seven days prior written notice) to **Grantor**; *provided further*, **Grantee** shall not interfere with the use and quiet enjoyment of the Property by **Grantor**, **Grantor's** guests, invitees and licensees; *provided further*, a permanent right-of-way is hereby granted to **Grantee** and its successors for the sole purpose of monitoring and enforcing this Easement; and

- (C) **Assurance that Use is Consistent with Conservation Interests.** To be sure that any activity on or use of the Protected Property is consistent with the Conservation Interests of this Easement, **Grantee** is hereby conveyed the right to enforce the conservation restrictions by appropriate legal proceedings, in accordance with the provisions of Treas. Reg. Section 1.170A-14(g)(5)(ii).

4. **GRANTOR'S RESERVED RIGHTS.**

The following rights, uses and activities on the Protected Property (collectively the "Reserved Rights"), some of which are currently not being exercised or conducted but are contemplated by **Grantor** for implementation in the future, shall be and hereby are reserved unto the **Grantor** or the **Grantor's** designee or assignee; *provided, however*, the Reserved Rights shall be in full accordance with and subject to the provisions herein [Paragraph 1 (Statement of Purpose and Intent), Paragraph 2 (**Grantee's** Determinations and Certifications), Paragraph 3 (**Grantee's** Rights), Paragraph 5 (Restrictions and Limitations), Paragraph 6 (General Covenants)] and all applicable local, state and federal laws and regulations:

- (A) **General.** The rights, uses and activities inherent in fee simple ownership of the Property;
- (B) **Grant, Sale or Other Transfer of Fee Simple Interest in the Property.** The right to grant, sell or otherwise transfer all or a portion of the Property and to receive all of the revenues from such transfer; and this reserved right shall specifically include the sale of a portion of the Property adjacent to Lower Richland Boulevard to any governmental or private entity for the purpose of highway and/or utility construction or maintenance;
- (C) **Grant, Lease or Other Transfer of Less-Than-Fee Simple Interest in the Property.** The right to grant, lease or otherwise transfer less-than-fee simple interest(s) in all or a portion of the Property and to receive all of the proceeds from such transfer; and this reserved right shall specifically include the lease of a portion of the Property adjacent to Lower Richland Boulevard to any governmental or private entity for the purpose of highway and/or utility construction or maintenance;
- (D) **Residential Lots, Structures and Activities.** Up to four new residential lots on Area 1-B with one main residential structure allowed on each new subdivided lot; *provided, however*, all residential practices, uses and activities shall be conducted in a manner consistent with the provisions of Paragraphs 5(A) and 5(B) herein.
- (E) **Recreational Activities, Social and Cultural Events.**
- (1) **Outdoor Recreation and Recreational Sites.** Outdoor recreation, including but not limited to hiking, bird-watching, equestrian activities, camping, fishing, swimming, boating, cycling, ropes and obstacle courses, field trials, jogging, running, cross-country, softball, volleyball, tennis, archery and other similar outdoor events and activities that are compatible with the Conservation Values of the Property; and recreational and educational sites and structures for camping and tenting, including wildlife observation

platforms and other facilities and sites for scenic viewing and related outdoor activities;

- (2) **Equestrian Activities and Facilities.** Raising, boarding and showing horses; and recreational and educational sites, facilities and structures for equestrian training, boarding and exhibitions;
- (3) **Fishing, Hunting and Shooting Sports Activities and Facilities.** Fishing, hunting, clay and trap field and shooting sports; and the construction, maintenance, repair, replacement, and relocation of necessary and related facilities and structures for the aforesaid sports, including feeding and watering facilities, duck blinds, deer and turkey stands, as well as clay, trap and field shooting structures and facilities; and
- (4) **Periodic Events.** Social and cultural events such as gatherings of families and friends and educational and recreational programs that are compatible with the Conservation Purposes and Values of the Property.

(F) Natural Habitat and Wildlife Management.

- (1) **Natural Habitat Management.** Management of fish, wildlife, and plants in areas of the Property designated by **Grantor**, including stocking ponds, creeks and other sites for optimum fishing and hunting; and
- (2) **Wildlife Management.** Management of wildlife, including supervised wildlife hunts, fishing and controlled burning of field and forest brush in areas of the Property designated by **Grantor**.

(G) Agriculture, Aquaculture and Silviculture.

- (1) **Agriculture and Aquaculture.** **Grantor** reserves the right to engage in not-for-profit and for-profit farming, agricultural, aquacultural and animal husbandry activities, including but not limited to the right to engage in (i) organic and conventional agriculture and aquaculture operations and activities for educational and research purposes and for the scenic enjoyment of invitees to areas of the Property designated by **Grantor**, (ii) for-profit and not-for-profit raising and marketing of cows, horses and other domesticated animals on the Property, and (iii) the design, construction, maintenance and improvement of watering facilities and existing ponds on the Property; *provided, however,* all agriculture, aquaculture and animal husbandry activities (i) must be conducted in a manner consistent with generally accepted uses and practices and in accordance with the provisions in Paragraph 5(G) of this Easement, and (ii) must be carried out in such manner as to maintain or enhance the soil and water composition, structure and productivity of the Property and not to result in pollution or degradation of any waters or have a detrimental effect upon fish or wildlife, their natural habitat, or upon the natural ecosystem and its process; *provided further,* **Grantor** reserves the right to participate in any conservation-directed agricultural and aquacultural contracts, programs, or leases offered by any

private entity or governmental entity, including but not limited to the United States Department of Agriculture, the United States Department of Interior, the State, the County, or any branch thereof, and to enter into the Conservation Reserve Program, Wetlands Reserve Program, or any other state or federal program existing now or created in the future, for purposes of any activity or use permitted in this Easement;

- (2) **Agrichemicals.** Grantor reserves the right to use agrichemicals, including, but not limited to, fertilizers, biocides, herbicide, and rodenticides, but only in those amounts and with that frequency of application necessary to accomplish agricultural, aquacultural and residential activities permitted by the terms of this Easement and in accordance with label instructions; *provided, however,* no use of agrichemicals will be made if such use would result in (i) unlawful contamination of any source of water or (ii) any significant impairment of any natural ecosystem or process on the Property;
- (3) **Impoundments.** For agricultural and aquacultural purposes and/or in order to preserve and enhance the scenic and ecological integrity of the Property, Grantor reserves the right to create, improve, repair, replace or maintain new or existing and/or historic wetland impoundments, green tree reservoirs, dams, dikes, ditches and water control structures, subject to all applicable local, state and federal statutes and regulations (wetland impoundments are recognized by the Grantor and Grantee as beneficial to waterfowl and other wetland dependent plants and animals)
- (4) **Silviculture.** Management of timberland in order to establish or maintain a healthy stand of commercially viable trees, employing accepted forestry practices normally occurring in forested settings in the immediate area; *provided, however,* all forestry practices shall be conducted in a manner consistent with the provisions in Paragraph 5(H) of this Easement.
- (5) **Ecological Research and Education.** Grantor reserves the right to establish and install ecological structures, facilities, equipment and experimental areas or sites for research and education in agriculture, aquaculture, silviculture and related studies, which facilities may include but not be limited to installation of weather stations and installation of structures for elevating environmental instrumentation; *provided, however,* all ecological practices, uses and activities shall be conducted in a manner consistent with the provisions in Paragraph 5(B) below

(H) Historic Preservation and Archeological Study and Preservation.

- (1) **Historic Preservation.** Preservation of historically important land areas or historic sites; and
- (2) **Archeological Study and Preservation.** Excavation, research, study and preservation of significant archeological sites; *provided, however,* all archeological excavation and study shall be conducted in a manner consistent

with the provisions in Paragraph 5(F) of this Easement; *provided further*, any disturbances to the Property shall be limited to the extent required by Section 170(h)(5) of the Code and shall be conducted in accordance with the prevailing acceptable standards and principles of the science and profession of archeology.

(I) Incidental Uses and Activities.

Uses and activities which are necessary and incidental to and in keeping with the Conservation Purposes and Values of this Easement are permitted under this Easement, including but not limited to, the following:

- (1) Ordinary Maintenance.** Repairing and performing ordinary maintenance on the structures existing or contemplated and permitted under this Easement; and if any such structure shall be destroyed by fire, weather, act of God or neglect, it may be rebuilt substantially to the dimensions existing at the time of such destruction and at the same location without the approval of the **Grantee**;
- (2) Specific Structures and Activities.** Conducting the following activities and erecting, maintaining, replacing and using the following structures on the Protected Property:

 - (a) Fences.** **Grantor** is permitted to maintain, repair, and/or replace fences on the Property, including the construction, maintenance, repair and replacement of fences around subdivided areas;
 - (b) Landscaping.** **Grantor** is permitted to landscape, design, install and establish viewsheds, vistas, lawns, gardens, orchards, terraces and other such areas and sites on the Property, and to and maintain and improve (*e.g.*, mowing, pruning, trimming, gardening, etc.) such landscaped areas and sites as shall be necessary;
 - (c) Signage.** Signage indicating the historic, cultural, recreational or natural significance of the Property, including its protection by this Easement; and signage giving directional, informational, educational and safety information; *provided, however*, signs shall be placed so as to minimally impact the scenic view as seen from any public roadway; *provided further*, there shall be no billboards or other off-site advertising on the Property;
 - (d) Other Structures and Activities.** The construction and maintenance of structures to further the conservation, agricultural, aquacultural, silvicultural, recreational, research and/or educational purposes of this Easement, to promote orderly and safe access on the Property, including access to and from structures on or adjacent to the Property, and to provide essential security and services to and/or for the Property, including but not limited to the following:

- (i) **Access, Passageways and Roadways.** Pervious and impervious access, entranceways, gateways, passageways, automobile driveways, roads, roadways, bridges, parking areas and related structures (the “Access Ways”) shall be permitted to provide for orderly and safe access to and use of the Property by automobiles and larger vehicles; *provided, however,* impervious/impermeable surfaces shall be limited to the following structures and locations: one Access Way no more than ten feet in width for each of the divided or subdivided areas and for the structures permitted in this Easement;
- (ii) **“Low Impact” Access Ways.** Pervious/permeable vehicular and pedestrian driveways, walking/foot paths, biking paths, jogging paths, equestrian paths and related structures (the “Low Impact Access Ways”) shall be permitted to provide for orderly and safe access to and use of the Property for “low impact” recreational activities including but not limited to operating small electric and gasoline-powered vehicles and carts, walking, jogging, biking and horseback riding;
- (iii) **Energy and Utility Systems, Facilities and Services.** Conventional and renewable energy and utility systems, facilities and services on the Property, including but not limited to solar- and water-powered systems, wells, water, irrigation, sewer lines, sewer and septic systems, storm drainage, water quality basins and drain fields, electric, gas, cable and telecommunications, and other energy and utility systems, facilities and services - all of which systems, facilities and services shall be subject to all applicable federal, state and local laws and regulations, and all of which shall be limited to providing necessary services to and for the Property;
- (iv) **Landfill.** Grantor retains the right to have a landfill on the Property not to exceed an aggregate one-half (0.5) acre (the “Landfill”), for the dumping of biodegradable refuse and garbage generated solely and exclusively by and from activities on the Property; *provided, however,* refuse practices and the disposal of refuse and garbage shall be conducted in a reasonably sanitary manner and in a manner consistent with the provisions in Paragraph 5(J) of this Easement; *provided further,* there shall be no dumping or deposit of toxic or hazardous substances or wastes on the Property; *provided further,* the location and design of the Landfill shall be subject to Grantee’s prior written approval, which approval shall not be unreasonably withheld; *provided further,* this right is limited to the extent required under Sections 170(h)(5) and (6)

of the Code to ensure that the Conservation Purposes of this Easement are protected; and

- (v) **Borrow Pit and Mulch Piles.** Grantor retains the right to have one (1) borrow pit, not to exceed one (1.0) acre, as well as a reasonable number of mulch piles, to provide required fill material, minerals, amended soil, fertilizers and soil nutrients on the Property, such as for repairing roads, causeways and dams, landscaping and gardening, which borrow pit and mulch piles shall be used solely for non-commercial purposes; *provided, however*, the extraction or mining of minerals shall be conducted in a manner consistent with the provisions in Paragraph 5(I) of this Easement; *provided further*, any right to extract or remove minerals shall be and is limited to the extent required under Sections 170(h)(5) and (6) of the Code to ensure that the Conservation Purposes of this Easement are protected.

- (3) **Conducting Activities Which Assist in Construction on the Property.** Clearing vegetation and forest cover, and extracting, excavating, clearing and grubbing soil, rock, minerals and other naturally occurring materials located on the Property, as well as draining or filling and impounding water and watercourses – all such uses and activities intended to provide assistance or support in construction on the Property, including building, improving, replacing, altering or maintaining structures and facilities for permitted use on the Property, including but not limited to the construction and maintenance of the following existing or contemplated structures, uses and activities:

- (a) Uses, structures, facilities and sites described in this Easement and as permitted herein;
- (b) Access Ways described in this Easement and as permitted herein;
- (c) Agricultural and forestry uses permitted on the Property; and
- (d) Water, sewage, storm drainage, solar, hydrologic, water quality basins and drain fields, electric, gas, telephone, and other energy and utility services to service the current and permitted future uses of the Property;

provided, however, after the aforesaid excavating, clearing, grubbing, impounding, etc., the Property so disturbed shall be restored as nearly as possible to a condition consistent with the Conservation Values to be protected by this Easement; *provided further*, the extraction or mining of minerals shall be conducted in a manner consistent with the provisions of Paragraph 5(I) of this Easement; *provided further*, that the uses and activities described in this Paragraph shall be and are limited to the extent required

under Sections 170(h)(5) and (6) of the Code to ensure that the Conservation Purposes of this Easement are protected.

(J) Consistent Uses.

Grantor has the right to engage in any and all acts or uses not expressly prohibited herein that are not inconsistent with the Conservation Purposes of this Easement.

5. RESTRICTIONS AND LIMITATIONS.

Certain uses and activities, some of which are not presently being conducted but are contemplated by **Grantor** for implementation in the future, may be allowed or permitted on, over or under the Protected Property; *provided, however*, the aforesaid uses and activities shall be conducted or carried out in accordance with the Conservation Purposes and Values of the Property and in accordance with the following restrictions and limitations (the “Restrictions and Limitations”):

(A) Division and Subdivision of the Property.

The Property is composed of two areas, as more fully described in Exhibit A attached to this Easement; and the division and subdivision of the Property shall be and is limited to the following:

(1) Division of the Property. Reconfiguration, partition, division and conveyance of the Property by **Grantor’s** successors with regard to Areas 1-B and/or 3-A in a manner consistent with an equitable partition or division of the Property that is satisfactory with the Property’s owners; *provided, however*, conveyance and use of the Property shall be in accordance with and subject to the covenants, conditions, restrictions and limitations set forth in this Easement, including the provisions of Paragraph 5(B) below, which covenants, conditions, restrictions and limitations shall run with the land *in perpetuity* and be a burden on the Property and any improvements thereon *in perpetuity*.

(2) Subdivision into Residential Lots. Reconfiguration, partition, subdivision and conveyance of the Property to create a maximum of four new residential lots or sites [the “New Lot(s)”]; *provided, however*, each New Lot shall consist of not more than one acre and not more than one main residence; *provided further*, all of the New Lots shall be located on Area 1-B as identified in Exhibit A; *provided further*, no New Lot shall be closer than 200 linear feet from another New Lot; *provided further*, no New Lot shall be created within the Conservation and Buffer Areas designated on the Baseline Documentation; *provided further*, the location of each New Lot shall be subject to reasonable review by **Grantee** in accordance with the provisions of Paragraph 3 of this Easement; *provided further*, conveyance and use of each New Lot shall be in accordance with and subject to the covenants, conditions, restrictions and limitations set forth in this Easement, including the provisions of Paragraph 5(B) below, which covenants, conditions, restrictions

and limitations shall run with the land *in perpetuity* and be a burden on the New Lot and any improvements thereon *in perpetuity*.

(B) Structural Limitations.

The construction, enlargement and replacement of structures and facilities on the Property shall be and are subject to the following limitations:

- (1) Impervious Surfaces.** Total impervious surface on the entire Property shall not exceed that amount of cumulative square footage reasonably allowed for Access Ways described in Paragraph 4(I)(2)(d)(i) of this Easement, as well as a reasonable allowance for structural foundations and “pads” as may be necessary for structures described in this Easement.
- (2) Height of Structures.** No structure on the Property shall exceed 40 feet in building height or the height of the surrounding forest canopy, whichever is less; *provided, however*, one or more Towers shall be permitted as provided in Paragraph 5(B)(5) below.
- (3) One (1) Main Residential Structure.** Residential structures shall be limited to one main residential house, consisting of no more than 5,000 square feet, on each New Lot in accordance with Paragraph 5(A)(2) above.
- (4) Prohibited Residential Structures.** Other than the residential structure permitted in Paragraph 5(B)(3) above, no other structure on the Property shall be used as a temporary or permanent dwelling for human beings, except in case of light recreational temporary use (*e.g.*, tenting or camping), or in case of temporary use in event of an emergency (*e.g.*, fire, tornado, hurricane).
- (5) Structures Higher Than Surrounding Forest Canopy.** There shall be no platforms, observation decks, poles or towers [collectively referred to herein as the “Tower(s)”] on the Property in excess of the surrounding forest canopy; *provided, however*, there shall be allowed not more than one (1) Tower for environmental purposes not to exceed a height of twenty (20) feet above the forest canopy.

(C) Buffer Areas and Conservation Areas.

Wetland buffers (the “Buffer Areas”) and wildlife conservation areas (the “Conservation Areas”) shall be established and maintained on the Property as described in the Baseline Documentation and identified in Exhibit B, which areas shall be mutually agreed to by the Parties and the use of which shall be subject to limitations and restrictions as follows:

- (1) Buffer Areas.** In order to provide a protective, aesthetic and ecological transition zone between permitted structures and wetlands/waterways which support fish, waterfowl and various other wetland animals and plants, there shall be no impervious surface structures or facilities (other than fencing and gates, permitted docks and boat ramps) within fifty (50) feet of lakes, ponds,

creeks or other natural waterways located on the Property and designated in the Baseline Documentation; *provided, however*, unpaved equestrian and recreational trails, as well as stone or brick terraces, pools, cook-out and related landscape structures may be constructed within Buffer Areas to facilitate prudent recreational, educational and scenic use and enjoyment of the area.

- (2) **Conservation Areas.** In order to provide a protective, aesthetic and ecological transition zone between permitted structures and wildlife habitat areas, including those wildlife areas which support game birds and animals, forest creatures and various other wildlife species, there shall be no impervious surface structures or facilities (other than fencing and gates, permitted docks and boat ramps) within fifty (50) feet of wildlife habitat areas located on the Property and designated in the Baseline Documentation; *provided, however*, unpaved equestrian and pedestrian trails, as well as wildlife observation decks and sites may be constructed within Conservation Areas to facilitate prudent recreational, educational and scenic use and enjoyment of wildlife habitat areas.

Notwithstanding the above, **Grantor** reserves the right to cut any tree in or encroaching upon a Buffer Area or Conservation Area, in accordance with applicable county, state, and federal regulations; *provided, however*, the aforesaid cutting shall be allowed only in the event of one or more of the following circumstances: (i) when it is necessary to salvage timber damaged by natural causes; (ii) when cutting is necessary to prevent further such damage or personal injury; or (iii) when a permitted structure is in danger.

- (D) **Industrial Activities.** The terms “industry” or “industrial” are used in the generally accepted context of large-scale manufacturing or factory-production of goods; and there shall be no industrial uses, activities or structures on the Property, and no right of passage or access through or upon the Property shall be allowed or granted if that right of passage is used in conjunction with any such industrial uses or activities; *provided, however*, home-based business and business activities permitted in Paragraph 5(E) below shall be permitted.
- (E) **Business Activities.** Home-based business as well as business activities in connection with farming, agriculture, aquaculture, silviculture and the activities and uses permitted in Paragraph 4, shall be permitted; *provided, however*, there shall be no other business uses, activities or structures on the Property without prior approval by the **Grantee**.
- (F) **Archeological and Paleontological Digs; Artifacts and Fossils.** Archeological and paleontological digs, including excavation for artifacts and fossils, shall be permitted; *provided, however*, any archeological or paleontological site on the Property shall, upon completion of any excavation, be returned to, or as close as possible to, its previous state, unless the site is to be maintained in an excavated condition for interpretive purposes related to education. All artifacts or fossils located on the Property must be preserved and retained on the Property or

contributed to a recognized and accredited museum or educational institution. The sale of artifacts or fossils is prohibited, except for sale of items of a financial nature, such as coins or gold or silver bars or other forms of current or historical legal tender.

- (G) **Agriculture and Aquaculture.** Agricultural and aquacultural uses and activities shall be permitted; *provided, however*, all agricultural and aquacultural practices shall be guided by generally accepted scientifically based practices, including practices in organic and conventional farming currently in use at the time of the implementation of such activities, and including but not limited to practices recommended by federal, state or local governmental agricultural and water resources services, or similar public or private oversight entities. **Grantor** and **Grantee** recognize that changes in agricultural and wetlands technologies, including accepted management practices, may result in an evolution of agricultural and wetlands activities; and such changes shall be permitted as long as they are consistent with the Conservation Purposes and Values of this Easement.
- (H) **Silviculture.** Silvicultural activities, including but not limited to the planting of pine and hardwood trees on the Property as well as the timbering of pine and hardwood trees on the Property shall be permitted; *provided, however*, all silvicultural operations shall follow forest management practices defined in a forest management plan that follows Best Management Practices as promulgated by the South Carolina Forestry Commission or by a recognized public or private, professional, silvicultural organization or entity. Notwithstanding the above, **Grantor** reserves the right to cut any tree, in accordance with applicable county, state, and federal regulations, when it is necessary to salvage timber damaged by natural causes, when cutting is necessary to prevent further such damage or personal injury, or when a permitted structure is in danger.
- (I) **Mining.** Mining and recovery of any oil, gas or minerals shall be permitted; *provided, however*, mining is restricted to extraction methods in accordance with Code §170(h)(5) and (6) and the Regulations thereunder with regard to mining and the requirement that, following mining activity, the site is returned to, or as closely as possible to, its previous state.
- (J) **Refuse.** Placing or burying on the Property of biodegradable refuse generated on the Property shall be permitted; *provided, however*, there shall be no placing or burying of discarded glass, plastic, non-biodegradable refuse, discarded vehicle bodies or parts, discarded metal or junk on the Property.

6. **GENERAL COVENANTS.**

- (A) **Third Party Activities.** The **Grantor** shall keep the **Grantee** reasonably informed as to activities being conducted on the Protected Property which are within the scope of this Easement and as to the identity of any third parties who are conducting or managing such activities. The **Grantor** shall ensure that all third parties who are conducting activities relating to permitted uses of the Property are fully and properly

informed as to the covenants, restrictions and limitations contained within this Easement and which relate to such uses.

- (B) **Grantee's Remedies.** If **Grantee** determines that **Grantor** is in violation of the terms of this Easement or that a violation is threatened, the **Grantee** shall notify the **Grantor** of the violation (hereinafter, "First Notice") and request voluntary compliance. In the event that voluntary compliance is not agreed upon within ninety (90) days of receipt of First Notice, the **Grantee** shall give written notice to **Grantor** of such violation (hereinafter, "Second Notice") and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Protected Property resulting from any use or activity inconsistent with the Purposes, to restore the portion of the Protected Property so injured.

If **Grantor** fails to cure the violation within sixty (60) days after receipt of Second Notice thereof from **Grantee** (or under circumstances where the violation cannot reasonably be cured within a sixty (60) day period, if **Grantor** shall fail to begin curing such violation within said sixty (60) day period, or fail to continue diligently to cure such violation until finally cured), **Grantee** may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation ex parte as necessary, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Easement, including damages for the loss of the Conservation Values, and to require the restoration of the Protected Property to the condition that existed prior to any such injury. Without limiting **Grantor's** liability therefore, **Grantee**, in its sole discretion, may either apply any damages recovered to the cost of undertaking any corrective action on the Protected Property or may apply any damages recovered towards activities relating to monitoring and enforcing compliance with the terms of this Easement and other similar conservation easements.

If **Grantee**, in its sole but reasonable discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values, **Grantee** may pursue its legal and equitable remedies under this Paragraph without prior notice to **Grantor** or without waiting for the period provided for cure to expire.

Grantee's rights under this Paragraph apply equally in the event of either actual or threatened violations of the terms of this Easement. **Grantor** agrees that if **Grantee's** remedies at law for any violation of the terms of this Easement are inadequate, the **Grantee** shall be entitled to seek the injunctive relief described in this Paragraph, both prohibitive and mandatory in addition to such other relief to which **Grantee** may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. **Grantee's** remedies described in this Paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

- (C) **Costs of Enforcement.** If **Grantee** prevails in any action to enforce the terms of this Easement, any costs incurred by **Grantee** in enforcing the terms of this

Easement against **Grantor**, including without limitation, costs of suit and reasonable attorneys' fees, and any reasonable costs of restoration necessitated by **Grantor's** violation of the terms of this Easement, shall be borne by **Grantor**.

- (D) **Grantee's Discretion.** Enforcement of the terms of this Easement shall be at the reasonable discretion of the **Grantee**, and any forbearance by **Grantee** to exercise its rights under this Easement in the event of any breach of any terms of this Easement by **Grantor** shall not be deemed or construed to be a waiver by **Grantee** of such term or of any subsequent breach of the same or any other term of this Easement or of any of **Grantee's** rights under this Easement. No delay or omission by **Grantee** in the exercise of any right or remedy upon any breach by **Grantor** shall impair such right or remedy or be construed as a waiver.
- (E) **Grantor's Environmental Warranty.** The **Grantor** warrants that it has no knowledge of a release or threatened release of hazardous substances or wastes on the Protected Property and promises to defend and indemnify the **Grantee** against all litigation, claims, demands, penalties, and damages, including reasonable attorney's fees, arising from breach of this warranty.
- (F) **Acts Beyond Grantor's Control.** Nothing contained in this Easement shall be construed to entitle **Grantee** to bring any action against **Grantor** for any injury to or change in the Protected Property resulting from causes beyond **Grantor's** control, including, without limitation, trespass by third parties, fire, hurricane, flood, storm and earth movement, or from any prudent action taken by **Grantor** under emergency conditions to prevent, abate or mitigate significant injury to the Protected Property resulting from such causes.
- (G) **Public Access.** No right of public access to any portion of the Protected Property is conveyed by this Easement.
- (H) **Costs, Liabilities, and Taxes.** **Grantor** retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Protected Property, including, but not limited to, clean up or remediation costs due to chemical contamination and the maintenance of general liability insurance coverage.

Each party agrees to release, hold harmless, defend and indemnify the other from any and all liabilities including, but not limited to, injury, losses, damages, judgments, costs, expenses and fees that the indemnified party may suffer or incur as a result of or arising out of the activities of the indemnifying party on the Protected Property.

- (I) **Condemnation, Extinguishment and Proceeds.**
 - (1) **Condemnation.** If all or a part of the Protected Property is taken by exercise of the power of eminent domain, **Grantor** and **Grantee** shall be respectively entitled to compensation in accordance with applicable law.
 - (2) **Extinguishment.** If a subsequent unexpected change in the conditions surrounding the Protected Property make impossible or impractical the

continued use of the Property for the Conservation Purposes described herein, the Conservation Purposes can nonetheless be treated as protected in perpetuity if the conservation covenants, terms, conditions, limitations and restrictions contained herein (collectively referred to as the “Perpetual Conservation Restriction”) are extinguished by judicial proceeding and all of **Grantee’s** proceeds (determined under subparagraph I(3) below) from a subsequent sale or exchange of the Property are used by the **Grantee** in a manner consistent with the Conservation Purposes herein. [*See generally*, Treas. Reg. Section 1.170A-14(g)(6)(i).]

(3) Proceeds. The Parties hereto stipulate and agree that the conveyance and donation of the Perpetual Conservation Restriction gives rise to a property right, immediately vested in the **Grantee**, with a fair market value that is at least equal to the proportionate value that the Perpetual Conservation Restriction at the time of the conveyance and gift, bears to the value of the Property as a whole at that time. For purposes of this subparagraph I(3), that proportionate value of the **Grantee’s** property rights shall remain constant. Accordingly, when a change in conditions gives rise to the extinguishment of a Perpetual Conservation Restriction under subparagraph I(2) above, the **Grantee**, on a subsequent sale, exchange, or involuntary conversion of the Property, must be entitled to a portion of the proceeds at least equal to that proportionate value of the Perpetual Conservation Restriction, unless South Carolina law provides that the **Grantor** is entitled to the full proceeds from the conversion without regard to the terms of the prior Perpetual Conservation Restrictions. [*See generally*, Treas. Reg. Section 1.170A-14(g)(6)(ii).]

(J) Limitations on Amendment. If unforeseen circumstances arise, including any change or modification to state or federal laws or regulations especially as they relate to the Code, under which an amendment to, or modification of, this Easement would be appropriate to clarify any ambiguities or to maintain or enhance the Conservation Values, **Grantor** and **Grantee** may, by mutual written agreement, jointly amend this Easement; provided that no amendment shall be allowed that will adversely affect the eligibility of this Easement as a “qualified conservation easement” under any applicable laws, including §§170(h) and 2031(c) of the Code and the Treasury Regulations thereunder. Any such amendment shall be consistent with the purposes of this Easement, shall not affect its perpetual duration, shall not permit additional development or improvements to be constructed on the Protected Property other than development or improvements permitted by this Easement on its effective date, and shall not permit any impairment of the Conservation Values. **Grantor** and **Grantee** agree to a reasonable consideration of any such proposed amendment, however, neither **Grantor** nor **Grantee** shall be bound to agree to any amendment. Any such amendment shall be recorded in the official land records of Richland County, South Carolina.

(K) Assignment. The benefits of this Easement shall not be assignable by the **Grantee**, except (i) if as a condition of any assignment, the **Grantee** requires that the terms and conditions of this Easement continue to be carried out in full as provided herein,

(ii) the assignee has a commitment to protect the Purposes and the resources to enforce the restrictions contained herein, and (iii) if the assignee, at the time of assignment, qualifies under §170(h) of the Code, and applicable Treasury Regulations promulgated thereunder, and under State of South Carolina law as an eligible donee to receive this Easement directly.

- (L) **Transfers.** Grantor agrees to incorporate by reference the terms of this Easement in any deed or other legal instrument by which Grantor transfers any interest in all or a portion of the Protected Property, including, without limitation, a leasehold interest. the Grantor shall give the Grantee notice of any change of possession, ownership or control of the Protected Property within thirty (30) days of such change, including without limitation notice of any transfer, lease, or sale of all or a part of the Protected Property. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way.
- (M) **Communication.** All notices, demands, requests, consents, approvals, offers, statements, and other instruments or communications required or permitted to be given hereunder (individually or collectively “Correspondence”) shall be deemed sufficiently given or rendered only if in writing delivered personally, sent by a nationally recognized overnight courier or sent by United States Postal Service first class certified mail, postage prepaid, return receipt requested, addressed as follows:

To Grantor:

Theodore J. Hopkins Jr.
141 Edisto Avenue
Columbia, SC 29205

To Grantee:

Director
Richland County Conservation Commission
P.O. Box 191
Columbia, SC 29202

Or to such other person or place as a party may designate by Correspondence as aforesaid. Correspondence by mail or overnight courier service shall be deemed given on the date of receipt as shown on the return receipt, or receipt or records of the courier service, as the case may be. In the event any such Correspondence is mailed via the United States Postal Service or shipped by overnight delivery service to a party in accordance with this Paragraph and is returned to the sender as undeliverable, then such Correspondence shall be deemed to have been delivered or received on the third day following the deposit of such Correspondence in the United States Mail or the delivery of such Correspondence to the overnight delivery service.

- (N) **Recordation.** Grantee shall record this instrument in timely fashion in the RMC Office for Richland County, South Carolina, and may re-record it at any time as may be required to preserve its rights in this Easement.

- (O) **Effective Date.** Grantor and Grantee agree that the restrictions arising hereunder shall take effect after the signatures of Grantor and Grantee have been affixed hereto, properly witnessed and probated, and as of the date the Easement is recorded in the RMC Office for Richland County, South Carolina.
- (P) **Controlling Law.** The interpretation and performance of this Easement shall be governed by the laws of South Carolina.
- (Q) **Liberal Construction.** Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the Easement to uphold the Purposes. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the Section 170(h) of the Code and the Conservation Purposes herein shall be favored over any other interpretation.
- (R) **Severability.** If any provision of this Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Easement shall not be affected thereby.
- (S) **Baseline Documentation.** Grantee acknowledges, by its acceptance of the Easement, that Grantor's historical and present uses of the Property are compatible with the Conservation Interests of this Easement. To establish a present condition of the Conservation Interests so as to be able to properly protect the Conservation Interests associated with the Property and to monitor future uses of the Property and insure compliance with the terms hereof in accordance with Treas. Reg. Section 1.170A-14(g)(5), Grantee, with the approval of the Grantor, has prepared or caused to be prepared the documentation attached hereto as Exhibit B (the "Baseline Documentation"). The Baseline Documentation shall be sufficient to establish the condition of the Property as of the date of this Easement. The Baseline Documentation shall be appended to this Conservation Easement by re-recording, if necessary, the Conservation Easement along with the Baseline Documentation attached hereto as Exhibit "B". The Grantee reserves the right to supplement and record notice of the supplemental Baseline Documentation prior to December 31, 2010. Grantor and Grantee acknowledge and agree that in the event a controversy arises with respect to the nature and extent of Grantor's historical and present use of the physical condition of the Property subject to the Easement as of the date hereof, the parties may look beyond the Baseline Documentation, if necessary, to other relevant or material documents, surveys, reports, and other evidence showing conditions at the time of execution of this Easement to assist in the resolution of the controversy.
- (T) **Entire Agreement.** The covenants, terms, conditions and restrictions of this Easement shall be binding upon, and inure to, the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running *in perpetuity* with the Protected Property. All terms used in this Easement, regardless of the number or gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine, or neuter, as the context or sense of this

Easement, any Section, Subsection, or clause herein may require as if such terms had been fully and properly written in such number or gender.

TO HAVE AND TO HOLD unto **Grantee** forever.

By execution of this Easement, the **Grantee** accepts this Easement and the rights and obligations recited herein.

GRANTOR HEREBY WARRANTS and represents that the **Grantor** is seized of the Protected Property in fee simple and has good right to grant and convey this Easement, that the Property is free and clear of any and all encumbrances, except existing easements of record and prescriptive easements, if any, and that the **Grantee** shall have the use of and enjoy all of the benefits derived from and arising out of this Easement.

IN WITNESS WHEREOF, **Grantor** and **Grantee** have set their hands to multiple duplicate original copies of this Easement under seal on the day and year first above written.

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK.

WITNESSES:

GRANTEE:

**COUNTY OF RICHLAND
STATE OF SOUTH CAROLINA**

By: _____

Its: _____
Chairman

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

PROBATE

Before me, the undersigned notary public, personally appeared the undersigned witness, who, being sworn, deposed and said that (s)he saw County of Richland, State of South Carolina, by the Chairman of the Richland County Council, its authorized representative, sign, seal and deliver the foregoing Grant of Conservation Easement, and that (s)he, together with the other witness subscribing above, witnessed the execution thereof.

SWORN to and subscribed before me
this ____ day of _____, 2010.

Witness

Notary Public for South Carolina
My Commission Expires: _____

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EXHIBIT A

THE PROTECTED PROPERTY

For purposes of this Easement, the terms “Property” or “Protected Property” refer those areas of land and any improvements thereon (Areas 1-B and 3-A) owned by Theodore J. Hopkins Jr. (the “**Grantor**”), which areas total approximately 100.0 acres and which are described below and cross-hatched/highlighted and illustrated on the map captioned “The Oldfield on Cabin Branch Plantation,” attached to and made a part of this Exhibit A:

Area 1-B. Est. 75.0 acres
(To be described).

Area 3-A. Est. 25.0 acres
(To be described)

Total: Est. 100.0 acres

EXHIBIT A

EXHIBIT B

BASELINE DOCUMENTATION

For purposes of this Easement, the term “Baseline Documentation” refers to the report captioned “The Oldfield on Cabin Branch Plantation – Baseline Documentation for Conservation Easement,” (the “Report”), which Report is intended to provide documentation and information in accordance with the provisions of Treas. Reg. Section 1.170A-14(g)(5), and which Report constitutes this Exhibit B in its entirety and is made a part of this Easement.

EXHIBIT B

Item# 5

Attachment number 1
Page 26 of 27



Richland County Council Request of Action

Subject

Hospitality Tax - Round Two Funding Recommendations [pages 59-61]

Reviews

Richland County Council Request of Action

Subject: Hospitality Tax - Round Two Funding Recommendations

A. Purpose

County Council is requested to approve the attached funding recommendations from the Hospitality Tax Advisory Committee for organizations eligible to receive funding in the Round Two promotions funding process for FY11.

B. Background / Discussion

During FY08, County Council voted to split the funding round for the Hospitality Tax promotions grants into two cycles each fiscal year and made this effective for the FY09 budget year onward.

The Hospitality Tax Advisory Committee Round One recommendations were evaluated and approved by Council during the FY11 budget process. Council approved **\$40,058** of promotions funding be appropriated and available for Round Two. Following the 75%/25% funding goal as outlined in the Hospitality Tax Ordinance, available funding for projects located within unincorporated Richland County and Regional marketing is **\$30,043.50** and available Funding for projects located in the incorporated areas is **\$10,014.50**. Round Two applications were due to the County in August 2010. Six applications were submitted to the County for funding and were reviewed and scored by the Committee.

On September 29th, three of the five Hospitality Tax Advisory Committee members met to finalize recommendations for Round Two. As a result, the Hospitality Tax Advisory Committee has submitted the following funding recommendations to county council. (See attachment for a breakdown of projects, scoring, and funding recommendations.)

Unincorporated (\$ 30,043.50 Available)

Scale, Inc. - Siloam School and Horrell Hill Community Activity Day	\$10,000
Lower Richland High PTSA - Diamond Day Festival	<u>\$15,000</u>
Total	\$25,000

Incorporated (\$ 10,014.50 Available)

Township Auditorium Foundation - Foundations Helping Foundations	\$0
Central Carolina Community Foundation - 17th Annual Wine Festival	\$0
Auntie Karen Foundation - Legends of ...2011	\$5,000
Blythewood Chamber of Commerce - Blythewood Spring Road Race 2011	<u>\$5,000</u>
Total	\$10,000

Total H-Tax Allocation Round Two	\$35,000
Unallocated	\$5,058

C. Financial Impact

No financial impact. The funding for Round Two was appropriated during the FY11 budget process.

D. Alternatives

- 1. Approve the funding recommendations as submitted by the Hospitality Tax Advisory Committee, leaving \$5,058 unallocated.
- 2. Do not approve the Committee recommendations and recommend an alternative funding plan.

E. Recommendation

It is recommended that County Council approve alternative one (1).

Recommended by: Hospitality Tax Advisory Committee **Date:** October 8, 2010

F. Reviews

(Please ***SIGN*** your name, ✓ the appropriate box, and support your recommendation before routing. Thank you!)

Grants Manager

Reviewed by: Sara Salley Date: 10/13/2010
 ✓ Recommend Council approval Recommend Council denial
 Comments regarding recommendation: Recommend that Council approve the H-Tax funding recommendations provided by the Hospitality Tax Committee.

Finance

Reviewed by: Daniel Driggers Date: 10/13/10
 ✓ Recommend Council approval Recommend Council denial
 Comments regarding recommendation:

Legal

Reviewed by: Larry Smith Date:
 ✓ Recommend Council approval Recommend Council denial
 Comments regarding recommendation:

Administration

Reviewed by: Roxanne Ancheta Date: October 14, 2010
 ✓ Recommend Council approval Recommend Council denial
 Comments regarding recommendation: It is recommended that Council approve the Hospitality Tax Round II funding recommendations provided by the Hospitality Tax Committee.

Organization	Project Description	FY 2010 Request	FY2010 Funding	FY2011 Request	Total Project	Request % of Total Project	Committee Recs	Recs % of Total Project	Committee Notes/Comments
Township Auditorium Foundation	Foundations Helping Foundations	\$100,000	\$3,661	\$40,000	\$105,000	38%	\$0		While this is a worthwhile program, there were not enough to fund everyone due to the 75%/25% split. This program will happen if the County provides funds or not.
Central Carolina Community Foundation	17th Annual Wine Festival	N/A	N/A	\$15,000	\$76,352	20%	\$0		While this is a worthwhile program, there were not enough to fund everyone due to the 75%/25% split. This program will happen if the County provides funds or not.
Auntie Karen Foundation	Legends of ... 2011	\$32,800	\$5,000	\$32,800	\$231,000	14%	\$5,000	2%	
BlytheWood Chamber of Commerce	BlytheWood Spring Road Race 2011	N/A	N/A	\$10,470	\$17,700	59%	\$5,000	28%	
Total Incorporated		\$132,800	\$8,661	\$98,270	\$430,052		\$10,000		

Organization	Project	FY 2010 Request	FY2010 Funding	FY2011 Request	Total Project	Request % of Total Project	Committee Recs	Recommendation % of Total	Committee Notes/Comments
Scale, Inc	Siloam School and Horrell Hill Community Activity Day	\$80,000	\$17,998	\$80,000	\$100,000	80%	\$10,000	10%	At least 50 of these funds need to be used for marketing to increase the audience.
Lower Richland High PTSA	Diamond Day Festival	\$15,000	\$10,000	\$15,000	\$20,500	73%	\$15,000	73%	
Total Unincorporated		\$95,000	\$27,998	\$95,000	\$120,500		\$25,000		

Total Recommendation of Funds \$35,000.00
 Total Funds Available for Allocation \$40,058.00
 Remaining Balance of Funds Unallocated (\$5,058.00)

Organization	Green	Williams	Sims	McCarthy	Average
Scale, Inc	66	\$90	89	24	67
Township Auditorium Foundation	96	\$95		58	83
Central Carolina Community Foundation	84	\$75	80	64	76
Auntie Karen Foundation	84	\$85	95	30	74
Lower Richland High PTSA	88	\$90	90	37	76
BlytheWood Chamber of Commerce	90	\$90	60	56	74

Richland County Council Request of Action

Subject

HUD approved FY 10-11 Annual Action Plan [pages 63-110]

Reviews

Richland County Council Request of Action

Subject: FY 10-11 Annual Action Plan Approval

A. Purpose

Council is being requested to approve the HUD–approved FY 10-11 Annual Action Plan in its entirety. The FY 10-11 budget was approved by Council in July 2010. At that time the Action Plan was not complete. Subsequently, it was sent to HUD for approval on August 13th and HUD has approved it.

B. Background / Discussion

Council is being requested to approve the HUD approved FY 10-11 Annual Action Plan in its entirety. The budget has already received Council approval during a July 2010 meeting. This current ROA action is a formality. HUD has already approved the plan and has forwarded grant agreements for signature by Mr. Pope. This action will also satisfy Finance requirements of Council approval.

C. Financial Impact

The sole financial impact of this request for the County is the HOME Match which the third and final reading took place on Oct 19th. The amount approved was \$140,755.53 in County general funds. The remaining funds are non-county (federal) sources.

D. Alternatives

1. Approve the request to approve the HUD approved FY 10-11 Annual Action Plan in its entirety.
2. Do not approve the HUD approved FY 10-11 Annual Action Plan in its entirety.

E. Recommendation

3. "It is recommended that Council approve the request to Approve the HUD approved FY 10-11 Annual Action Plan in its entirety."

Recommended by:	Department:	Date:
<i>Valeria Jackson</i>	<i>Community Development</i>	<i>10/11/10</i>

F. Reviews

(Please **SIGN** your name, ✓ the appropriate box, and support your recommendation before routing. Thank you!)

Finance

Reviewed by: <u>Daniel Driggers</u>	Date: 10/15/10
✓ Recommend Council approval	<input type="checkbox"/> Recommend Council denial
Comments regarding recommendation:	

Grants

Reviewed by: Sara Salley

✓ Recommend Council approval

Comments regarding recommendation:

Date:10/18/2010

Recommend Council denial

Legal

Reviewed by: Larry Smith

✓ Recommend Council approval

Comments regarding recommendation:

Date:

Recommend Council denial

Administration

Reviewed by: Sparty Hammett

✓ Recommend Council approval

Comments regarding recommendation:

Date: 10/19/10

Recommend Council denial

we can...

upgrade

- homeowner assistance
- financial empowerment
- neighborhood revitalization

RICHLAND COUNTY
community development



**2010-2011
ANNUAL ACTION PLAN FOR
COMMUNITY DEVELOPMENT**

**Richland County Community Development Department
2020 Hampton Street, Suite 3063
Columbia, South Carolina 29204
(803) 576-2230
www.richlandonline.com**

August 13, 2010

2010 Annual Action Plan

Program Year 2010

October 1, 2010 – September 30, 2011

Richland County is an expanse of more than 770 square-miles that occupies the center of the State of South Carolina. It is home to the nation's largest Army basic training facility, Fort Jackson and the State's capitol, Columbia. Richland County Government's motto is *Uniquely Urban, Uniquely Rural* and is so appropriately named for its true combination of smaller metropolitan flavor, coupled with major parcels in the outlying areas constituting the rural setting. The County's population growth, while originally centered in the urbanized area of Columbia, has spread along the County-wide Interstates I-26, I-20 and I-77, which is through the northern area of the County. The local economy is a mixture of State and local governments, banking and finance, industry, health care, higher education, significant regional retail centers, and an emerging research and development sector.

In 2000, the County emerged as the second most populated county in the State (348,226 persons in 2006), behind only Greenville County. In 2008, US Census listed the County's population at 364,001. As of 2007, there were a total of 153,762 housing units found in Richland County. The median income is \$62,100 with 76% of the housing units maintaining a mortgage (Sources HUD User and US Census - 2009).

Population estimates indicate that the County was one of the fastest growing in the State from 2007 to 2008, ranking 11th with a percentage growth of 1.7%. Future projections indicate that the county's population will grow by 9.4% from 2000 to 2010, with an estimated 6.1% growth from 2005 to 2010. (Source: Office of Research and Statistics (SCORS).

Since 2002, Richland County has benefited from its status as an Entitlement Community and a Participating Jurisdiction through the United States Department of Housing and Urban Development (HUD). This status makes the County eligible to receive direct assistance from both the Community Development Block Grant (CDBG) and the HOME Investment Grant programs. A HUD requirement for receiving assistance through the CDBG and HOME programs is the preparation and adoption of a Consolidated Plan and subsequent Annual Action Plan that describes the County's housing and community development needs. The resulting Consolidated Plan establishes a unified, coordinated vision for community development and housing actions for the next five years with the primary goals of providing safe and affordable housing, adequate public facilities, revitalized low and moderate income (LMI) neighborhoods, support for homeless programs and services, and code enforcement for CDBG and LMI neighborhoods for Richland County residents. Low and moderate income data provided by HUD at the Census tract and block group levels enables communities to determine the location of areas with at least 51% of households having low or moderate incomes (LMI). The FY 10-11 Annual Action Plan provides a one year

overview of the budgeted project descriptions, annual objectives, and performance measures in how Richland County will qualify these benchmarks. In addition, federal stimulus or American Recovery and Reinvestment Act of 2009 (ARRA) were awarded to Richland County and will be used within the FY 10-11 funding year.

Significant demographic trends and issues in Richland County include:

- More than 87% of the County's population is now urban.
- From 1990 to 2000, population in the 45-to-64 age group increased by nearly 44% and the number of residents aged 85 and over increased by nearly 52%.
- The County has one of the youngest populations statewide, ranking 2nd with a median age of 32.6 years and 5th in the number of persons under age 18.
- The County has a diverse racial composition that includes more than 50% Caucasian, 45% African-American, and almost 2% Asian. Nearly 3% of the population is Hispanic or Latino.
- The African-American population grew by more than 21% and the Asian population by more than 51% from 1990 to 2000.
- The number of Hispanic residents nearly doubled in the last decade, rising from 1.6% of the population to 2.7%.
- More than 42% of households countywide are considered to be low and moderate income (LMI). Incomes for LMI households are below 80% of median family income (MFI).
- More than half (59%) of Richland County families living in poverty are headed by a single female with children under the age of 18. Almost 1 of every 5 of the County's children lives in poverty.
- Richland County ranks 1st statewide in the number of families receiving Temporary Assistance for Needy Families (TANF) and Food Stamps.
- The County has 175,227 residents in the civilian work force, ranking 2nd statewide in labor force size.
- The County's unemployment rate rose steadily from a low of 5.1% in April of 2007 to 12.3% as of June of 2009. South Carolina ranks the 4th highest in the U.S., with the highest being Michigan at 15.4%.
- An estimated 7.8% of the County's workforce (13,600 workers) is underemployed – persons who desire better jobs and possess the skills, education and experience to qualify them for better jobs.
- Detached, single-family homes comprise 62% of all housing units in the County, followed by multi-family housing units at 24.2% and mobile homes at 6.6%.
- Recent residential growth in the County has been dominated by the construction of low-density, detached single-family housing in the northeast between I-20 and I-77 and within the northwestern I-26 and southeastern Garners Ferry Road corridors.
- Two-thirds (61.4%) of occupied housing units are owner-occupied, while 38.6% are occupied by renters.
- More than one-third (36.2%) of County residents in rental units and one-fifth (21.4%) of homeowners are cost-burdened – spending more than 30% of the area median family income (MFI) for housing costs.

- An extremely low income Richland County householder earning \$18,650 (30% or less of the area median income of \$62,100) can afford a monthly rent of no more than \$466, while the Fair Market Rent (FMR) for a two-bedroom housing unit in Richland County is \$710.

I. Citizen Participation

Richland County has a Citizen Participation Plan in place that encourages participation of all residents, especially the low and moderate-income population. Formal and informal approaches are used each year in the assessment process, as citizens' needs and concerns are expressed often in the local government arena. The advertisement considers the special needs of the disabled. In addition, when necessary, flyers are posted in local gathering places and mailed to all neighborhood associations and local churches encouraging attendance.

Richland County Community Development Department staff conducted a public hearing at the Richland County Administration Building, Council Chambers, on **Thursday July 29, 2010 at 5:30 p.m.** Public notice was advertised in The STATE newspaper. The notice was also posted on our website and in the County Building where daily high volumes of people (from all socioeconomic levels) visit as well as the County Health Department entrance way. Public comments will be accepted through **Thursday August 19, 2010**. Any public comments which are received will be put in writing and forwarded to our HUD Regional office. Please see minutes and sign in sheet for July 29th public hearing attached.

Richland County relies heavily on the Ombudsman's Office, which is the County One Stop Call Center. Citizens express concerns by telephone, fax, and email to this office and these concerns are kept and tracked on a computer system. Upon request, the Community Development can receive documented concerns that have been expressed over a period of time. The Community Development Department obtains and reviews the documented concerns and notes it in the Needs Assessment.

Richland County Community Development Website (www.richlandonline.com) is available and has current information. The website has been a cost saving tool for the County to communicate with the general public, monitor sub-recipients and share information with HUD as well as other Entitlement Communities. This site will provide links to a variety of resources and information, to include Fair Housing, Program Management and Compliance. The Community Development Office has received a few good comments about the webpage and its information. The office has also joined Twitter and can be found at [@upgrade_u@twitter.com](https://twitter.com/upgrade_u).

II. Funding Sources

A. Federal Funds

Projects identified in the Action Plan will be implemented through the County's 2010 Community Development Block Grant (CDBG), HOME Investment Partnerships, and Stimulus fund allocations. Richland County anticipates receiving approximately \$1,508,333 in CDBG funding and \$636,469 in HOME funding.

Additional funding will be provided through anticipated program income (\$210,478) generated by the County's HOME program investments. This includes: Income from infill Housing Development in the Ridgewood Neighborhood (\$149,910); Income from the Homeowner Rehabilitation Program is estimated to be earned through the repayment of three loans that are being serviced by First Citizens Bank (\$6,568); through loans made to Community Housing Development Corporations (\$50,000), and through application fees in the RCHAP program (\$4,000). Additional monies may be generated utilizing the recapture provisions as outlined in the policies and procedures of the housing programs and the CHDO contracts. These provisions ensure compliance with Federal regulations.

Richland County provides administration for the Midlands Area Consortium for the Homeless (MACH) Region's Homeless Management Information System (HMIS) grant funded through HUD's Supportive Housing Program (HUD-SHP). Funding in the amount of \$80,544 from the HUD Supportive Housing Program (HUD-SHP) is included in the listing of funding sources (Table 10-1) for Program Year 2010 and will be allocated solely for the administration of the MACH HMIS Homeless program. HUD requires a local match of 25% for this grant, which Richland County intends to overmatch through CDBG funding in the amount of \$29,291.00.

Richland County will also continue to provide administration for several stimulus funded grants that were originally funded during the 2009 Program Year. These include the following programs:

1. Neighborhood Stabilization Program 1 (NSP1) was created as a result of Title III of the Housing and Economic Recovery Act (HERA) of 2008. This program provides assistance to acquire and redevelop foreclosed properties that might otherwise become sources of abandonment and blight within their communities. During the 2010 fiscal year, estimated NSP1 program income will also be used to acquire and rehabilitate properties to provide homeownership opportunities to income qualified households up to 120% of the area median income. Richland County Community Development Department received an allocation of \$2,221,859 of which \$1,551,859 (70%) has been expended leaving a total of \$670,000 (30%) for FY 2010-2011.

2. Homeless Prevention and Rapid Re-Housing (HPRP) is a stimulus funded program to prevent persons from becoming homeless or to assist those who are experiencing homelessness to be quickly re-housed and stabilized. As grantee, we will continue to monitor the subrecipient's (i.e., The Cooperative Ministry - provides Homeless Prevention services and Trinity Housing Corporation - provides Rapid Re-housing services) program and financial performance to ensure regulatory compliance in all areas. Richland County Community Development Department received an HPRP allocation of \$568,201 of which \$170,561 (30%) has been expended leaving a total of \$ 397,640 (70%) for FY 2010-2011.
3. Community Development Block Grant Recovery (CDBG-R) funding has been allocated to four (4) activities that are consistent with the goals of the Recovery Act for projects that may not have been funded otherwise: The County expended \$200,000 for infrastructure improvements in the Rockgate subdivision; \$79,569 for infill residential development as part of the Ridgewood Neighborhood Revitalization Project; \$55,000 to the Columbia Urban League for a summer employment, training and development program for youth and \$37,000 for the planning and general administration of CDBG-R activities. The projects are consistent with the Richland County Five Year Consolidated Plan (2007-2012) where "public facilities and improvements" are identified as a high priority. The plan also emphasizes the Neighborhood Revitalization Program and addresses unemployment issues. Richland County Community Development Department received an allocation of \$371,569 of which \$216,000 (58%) has been expended leaving a total of \$155,569 (42%) for FY 2010-2011.

B. County Funds

Richland County will provide a local match as required for the HOME program in Program Year 2010. As feasible, the County will also provide in-kind services, funds for operating costs, funds for furnishings and equipment, other available funds, and real property to carry out the activities identified in this Plan. In past program years, County Departments including Public Works, Procurement, IT, Utilities and the Legal Department have provided in-kind professional services to the County's CDBG and HOME programs. In 2010 the County will also continue to seek donations from private and public entities for services such as engineering to help offset project costs when possible.

In addition, since the inception of its Community Development Program, Richland County has sought partnerships that leverage funding for CDBG and HOME endeavors. In past program years, the County has partnered with the Rural Development Program of the US Department of Agriculture, the SC State Housing Trust fund, the Greater Columbia Association of Home Builders, the Salkehatchie Summer Service, Home Depot, and World Changers for activities undertaken in the County's housing rehabilitation and emergency repair programs. During the 2007 program year the

County partnered with The City of Sumter/Columbia Empowerment Zone and also was awarded funds for Brownfields Assessment from the Environmental Protection Agency. Other partnerships are being explored in the public and private sectors.

Table 10-1 outlines program funding from both Federal and local funding sources for program year 2010.

Table 10-1. Program Year 2010 Funding Sources and Income

Program	New or Current Award Amount
New Federal Funding	
CDBG	\$ 1,508,333
HOME	\$636,469
HUD-SHP (HMIS)	\$80,544
Local Funding Sources	
HOME Program Income (Estimated)	\$210,478
Local Funding HOME Match – Richland County	\$140,706
CDBG Carryover Funds Previous Years (Estimated)	\$800,000
Stimulus Funds Remaining	
HPRP- Original Grant Amount (\$568,201)	397,640
CDBG-R- Original Grant Amount (\$371,569)	155,569
NSP-Original Grant Amount (\$2,221,859)	670,000
Total Funds Available	\$4,599,739

III. Program Year 2010 Budget

Richland County's CDBG and HOME programs provide funding for projects in unincorporated areas of the County. During the 2010 Program Year, the County will focus its CDBG efforts and funding on public infrastructure, neighborhood revitalization, emergency housing repair, capital improvement of community homeless facility, job training and match for the MACH HMIS grant, as well as planning and administration of the County's Community Development Program. The County will focus efforts and funding through HOME funding on housing development in conjunction with the Neighborhood Revitalization Program, countywide Housing Rehabilitation Program, programmatic and operating funds for CHDOs, and the Richland County Homeownership Assistance Program (RCHAP).

Richland County projects allocations of \$2,308,333 to implement CDBG activities for the 2010 Program Year. The projects proposed for CDBG funding are listed in Table 10-2, including funding allocated per project for Program Year 2010.

Table 10-2. CDBG Proposed Budget, Program Year 2010

New CDBG Projects for Program Year 2010	Total 2010 Funds Allocated
Public Facilities/Infrastructure Project <i>Lower Richland Wastewater Treatment Plant- Phase II</i>	\$1,000,000
Capital Improvement Project – <i>Midlands Housing Alliance (MHA)- Total Budget: \$250,000; Remaining Funds (\$43,332) will be from carryover</i>	\$206,668
Decker Blvd S&B Designation Projects- <i>Budgeted Amount (\$300,000) Funds will be from Carryover</i>	\$0
Administration (20%)	\$301,665
New Ongoing CDBG Projects using Carryover Funds	
Emergency Repair Program	\$100,000
HMIS Grant Administration Match Program	\$29,291
Neighborhood Revitalization Program <i>Ridgewood Neighborhood – Monticello Rd. Streetscape Plan and Project Management</i>	\$302,000
Contingency for Unforeseen Costs	\$20,000
Marketing of Programs	\$5,377
Sources of Funds	
Total Carryover Amount from Previous Year Budgets	\$800,000
CDBG Entitlement Award	\$1,508,333
Total CDBG Funds Available	\$2,308,333

Additional Approved CDBG Projects to Be Implemented in 2010	
Section 3 – CHA Residents (Job Creation/Job Readiness)	\$50,000
Analysis of Impediments to Fair Housing (AI), Section 3 Plan, LEP Plan, ET AL	\$25,000
Total	\$75,000

B. HOME Budget

Richland County expects to receive \$636,469 to implement HOME activities for the 2010 Program Year. In addition, we anticipate approximately \$210,478 in program income along with \$140,706 of Richland County HOME Match. The projects proposed for HOME funding are listed in Table 10-3, including funding allocated for each project for Program Year 2010.

Table 10-3. HOME Proposed Budget, Program Year 2010

HOME Projects for Program Year 2010	Total 2010 Funds Allocated
Housing Rehabilitation Program (HR)	\$300,000
Down payment Assistance Program (RCHAP)	\$160,000
CHDO Set Aside (exceeds 15% minimum) and Operating Funds (\$102,822 plus \$10,000)	\$112,822
Administration (not to exceed 10%)	\$63,647
TOTAL HOME ENTITLEMENT BUDGET	\$636,469
Sources of Funds	
HOME Program Income	\$210,478
Richland County HOME Match – 25% <i>*To be awarded by County</i>	\$140,706
HOME Entitlement Award	\$636,469
Total HOME Funds Available	\$987,653
Additional HOME Programs Using HOME Program Income	
Additional HOME Programs Using HOME Program Income	\$210,478
Housing Rehabilitation Program (HR)	\$100,000
Down payment Assistance Program (RCHAP)	\$40,000
CHDO/Developers/Sub-recipients (CHDO)	\$70,478

IV. Specific Annual Objectives

Program Year 2010 will address the following objectives selected from the County's 5-Year Consolidated Plan.

- Priority Need 1: Improve the quality and availability of decent, safe and affordable housing.
- Priority Need 2: Provide for adequate and safe public facilities and infrastructure.
- Priority Need 3: Revitalize LMI neighborhoods.
- Priority Need 4: Provide for and support programs and services for the homeless.
- Priority Need 5: Collaborate with RC Planning and Development and provide support programs and services to Master Planned project areas.
- Priority Need 6: Provide planning activities to determine needs, establish priorities and develop implementation strategies to meet the needs of LMI areas and residents.

- **Priority Need 7:** Strengthen partnerships with community based organizations, neighborhood associations and neighboring local governments to further the County's capacity to serve as well as collaborate and coordinate community development activities.

Table 10-4 summarizes the priority needs and objectives of the 5-year Consolidated Plan that will be addressed by the projects proposed for the 2010 Program Year and lists performance indicators for each proposed project.

Table 10-4. 2010 Projects, Priority Needs, Objectives and Performance Indicators (HUD Table 3A)

2010 Annual Action Plan Projects	Consolidated Plan (CP) Priority Need	CP Objectives	Performance Indicator
CDBG Projects			
1. Lower Richland Wastewater Treatment Plant- Phase II	#2. Provide for adequate & safe public facilities & infrastructure.	2.1.1	Sewer provided to 200 homes.
2. Capital Improvement Project <i>Midlands Housing Alliance (MHA)</i>	#4. Provide for & support programs & services for the homeless.	4.1.1	150-214 homeless individuals provided services.
3. Decker Blvd S&B Designation Projects	#5 Collaborate with RC Planning and Development and provide support programs and services to Master Planned project areas.	5.0	Elimination of slum and/or blighting influences.
4. Administration (20%)	#6. Provide planning activities and studies to determine needs, establish priorities and develop implementation strategies to meet the needs of LMI areas and residents. #7. Work with community partners, neighborhood associations and neighboring local governments to collaborate and coordinate community development activities.	6.2 7.1	n/a
5. Emergency Repair Program (ER)	#1. Improve the quality & availability of decent, safe & affordable housing.	1.1.1	10 homes repaired
6. HMIS Match	#4. Provide for & support programs & services for the homeless.	4.2.1	2,650 homeless individuals & 2,500 families provided services.

7. Neighborhood Revitalization Program: <i>Ridgewood Neighborhood – Monticello Rd. Streetscape Plan and Project Management</i>	#3 Revitalize LMI neighborhoods.	3.0	Revitalize LMI neighborhoods
8. Contingency for Unforeseen Eligible Costs	n/a	n/a	n/a
9. Marketing of Programs	#6. Provide planning activities and studies to determine needs, establish priorities and develop implementation strategies to meet the needs of LMI areas and residents.	6.2	n/a
HOME Projects			
10. Housing Rehabilitation Program (HR)	#1. Improve the quality & availability of decent, safe & affordable housing.	1.1.2	16 homes rehabilitated
11. Down Payment Assistance Program (RCHAP)	#1. Improve the quality and availability of decent, safe and affordable housing.	1.2.1	16-32 New Home Owners (depending on individual assistance amount)
12. CHDO Set Aside (exceeds 15% minimum) and CHDO Operating Funds	#3. Revitalize LMI neighborhoods.	3.1.1 3.1.4	Rehabilitate homes. Seek partnerships for development of vacant infill properties.
13. Administration (not to exceed 10%)	#6. Provide planning activities and studies to determine needs, establish priorities and develop implementation strategies to meet the needs of LMI areas and residents.	6.2	n/a

V. Performance Measurement

In September 2003, HUD issued *CPD Notice 03-09* regarding performance measurement. In the notice, HUD strongly encouraged each grantee under its Office of Community Planning and Development (CPD) formula, which includes Richland County's CDBG and HOME programs, to develop and use a performance measurement system. In addition, it described the need for HUD to begin to show the results of the federal dollars spent on the activities funded by the CDBG program. On March 7, 2006 HUD established its new standards for performance measurement through the publication of the *Notice of Outcome Performance Measurement System for Community Planning and Development Formula Grant Programs* in the Federal Register. As

described in the Federal Register, the outcome performance measurement system will enable HUD to collect information on the outcomes of activities funded with CPD formula grant assistance and to aggregate that information at the national, state, and local level.

In preparation for the new system, Richland County Community Development staff attended a workshop on HUD's proposed performance measurement system. Since that time, CDBG staff has reviewed records and projects, revised all necessary forms, and communicated with community development partners to ensure that adequate information is collected when needed. Each project or activity funded by the Richland County Community Development program falls under one of the following three objectives that relate to the statutory purposes of the program:

1. Creating a Suitable Living Environment. In general, this objective relates to activities that are designed to benefit communities, families or individuals by addressing issues in their living environment. It relates to activities that are intended to address a wide range of issues faced by LMI persons from physical problems with their environment, such as poor quality infrastructure, social issues such as crime prevention, literacy, or health services.
2. Providing Decent Housing. The activities that typically would be found under this objective are designed to cover the wide range of housing possible under CDBG. This objective focuses on housing programs where the purpose of the program is to meet individual family or community needs.
3. Creating Economic Opportunities. This objective applies to types of activities related to economic development, commercial revitalization, or job creation.

For each objective selected for a specific project, one of three outcome categories will be chosen that best reflects what is proposed to be achieved by funding the activity. The three outcome categories are:

1. Improving Availability or Accessibility. This outcome category applies to activities that make services, infrastructure, public services, housing, or shelter available or accessible to low and moderate-income persons, including those with disabilities. In this category, accessibility not only refers to physical barriers, but also to making the affordable basics of daily living available and accessible to low and moderate-income persons. Where a service or facility did not exist, the assistance provided results in new access to that service or facility. Where a service or facility was limited in size or capacity, and the assistance expanded the existing service or facility, the result would be improved access.
2. Improving Affordability. This outcome category applies to activities that provide affordability in a variety of ways in the lives of low and moderate-income people. It can include creating or maintaining affordable housing, basic infrastructure hookups, or services such as transportation or daycare.

3. **Improving Sustainability.** This outcome applies to projects where the activity or activities are aimed at improving communities or neighborhoods, helping to make them livable or viable by providing benefit to persons of low and moderate-income or by removing or eliminating slums or blighted areas, through multiple activities or services that sustain communities or neighborhoods.

The three overarching objectives are matched with the three outcome categories, resulting in nine (9) groups of **outcome/objective statements** under which to report the activity or project data to document the results of the activities or projects. The **outcome/objective statements** will be reviewed and assigned to each proposed activity, project and program for Program Year 2010 to comply with the requirements of the performance measurement standards (Table 10-5).

Table 10-5. HUD Performance Measurement Outcome Framework

	Outcome 1: Availability or Accessibility	Outcome 2: Affordability	Outcome 3: Sustainability
Objective 1: Suitable Living Environment	Enhance suitable living environment through improved accessibility SL-1	Enhance suitable living environment through improved or new affordability SL-2	Enhance suitable living environment through improved or new sustainability SL-3
Objective 2: Decent Housing	Create decent housing with improved or new availability DH-1	Create decent housing with improved or new affordability DH-2	Create decent Housing with improved or new sustainability DH-3
Objective 3: Economic Opportunities	Provide economic opportunity through improved or new accessibility EO-1	Provide economic opportunity through improved or new affordability EO-2	Provide economic opportunity through improved or new sustainability EO-3

VI. Description of Proposed Projects

Richland County plans to undertake 13 major projects, including planning and administration of the CDBG and HOME programs, during Program Year 2010. Tables 10-6 through 10-18 (HUD Table 3C) describe each major project, including project description, location, funding type and amount, performance indicators, project start and completion dates, as well as all required HUD citations and objectives.

**Table 10-6. Project 1 – Lower Richland Wastewater Treatment Plant Project
Consolidated Plan Listing of Projects (HUD Table 3C)**

Jurisdiction's Name Richland County Community Development Department

Priority Need

CP Priority Need 2: Provide for adequate and safe public facilities and infrastructure.

Project Title

Lower Richland Wastewater Treatment Plant - Phase II

Description

The project will provide wastewater treatment facilities for the Lower Richland area where the existing treatment plant has failed. There are approximately 200 homes in the project area. The project is located in County Council District 10, south of Highway 378 and East of Highway 601 in the southeastern edge of Richland County. It is in census tract 120.00, block group 3, a block group within which 80% of the residents are low and moderate income.

Objective category: Suitable Living Environment Decent Housing Economic Opportunity

Outcome category: Availability/Accessibility Affordability Sustainability

Location/Target Area:

A rural community that is located near the intersection of Wateree Station Rd. and McCords Ferry Rd. in the southeastern corner of Richland County.

Specific Objective Number SL-1	Project ID 2010-01
HUD Matrix Code 03J	CDBG Citation 570.201(c)
Type of Recipient Local Government	CDBG National Objective LMI Area (LMA)
Start Date 10/01/2010	Completion Date 9/30/2011
Performance Indicator Wastewater Treatment for 200 homes	Annual Units n/a
Local ID n/a	Units Upon Completion Wastewater Treatment for 200 homes

Funding Sources	
CDBG	\$1,000,000
ESG	
HOME	
HOPWA	
Total Formula	
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	
Total	\$1,000,000

The primary purpose of the project is to help: the Homeless Persons with HIV/AIDS Persons with Disabilities Public Housing Needs

Richland County, South Carolina

**Table 10-7. Project 2 – Capital Improvement Project - Midlands Housing Alliance
Consolidated Plan Listing of Projects (HUD Table 3C)**

Jurisdiction's Name Richland County Community Development Department

Priority Need

CP Priority Need 1: Improve the quality and availability of decent, safe, and affordable housing.

Project Title

Capital Improvement Project - Midlands Housing Alliance

Description

This project will provide a homeless transition center to move people from homelessness to permanent housing. Up to 214 beds will be supplied for assistance in the areas of Emergency, Respite, Program Entry, and Transitional. The program will also provide a day center for up to 150 people to engaged chronically homeless persons while providing basic needs such as food, showers and laundry. The project is a multi-regional effort and will receive funding support from other municipalities and local governments.

Objective category: Suitable Living Environment Decent Housing Economic Opportunity

Outcome category: Availability/Accessibility Affordability Sustainability

Location/Target Area:

Near the intersection of Elmwood Ave. and Main Street, within downtown area..

Specific Objective Number SL1	Project ID 2010-02
HUD Matrix Code 03C	CDBG Citation 570.201(e)
Type of Recipient Local Government	CDBG National Objective LMI Limited Clientele (LMC)
Start Date 10/01/2009	Completion Date 9/30/2011
Performance Indicator Facility completed	Annual Units 1 Homeless Center
Local ID n/a	Units Upon Completion 1 Homeless Center

Funding Sources:	
CDBG	\$206,668
ESG	
HOME	
HOPWA	
Total Formula	
Prior Year Funds	\$ 43,332
Assisted Housing	
PHA	
Other Funding	
Total	\$250,000

The primary purpose of the project is to help: the Homeless Persons with HIV/AIDS Persons with Disabilities Public Housing Needs

**Table 10-8. Project 3 – Decker Blvd. S&B Designation Projects
Consolidated Plan Listing of Projects (HUD Table 3C)**

Jurisdiction's Name Richland County Community Development Department

Priority Need

CP Priority Need 6: Provide planning activities and studies to determine needs, establish priorities and develop implementation strategies to meet the needs of LMI areas and residents

Project Title

Decker Blvd. S&B Designation Projects

Description

The project will provide assistance in the elimination of slum and blighting influences within a Richland County Master Planned area, Decker Blvd./Woodfield Park. Projects may include acquisition, redevelopment, and/or facade improvement.

Objective category: Suitable Living Environment Decent Housing Economic Opportunity

Outcome category: Availability/Accessibility Affordability Sustainability

Location/Target Area:

A north east corridor road that is located between Two Notch Rd. and Percival Rd., south of I-20.

Specific Objective Number SBA	Project ID 2010-03	Funding Sources: CDBG ESG HOME HOPWA	
HUD Matrix Code 18A	CDBG Citation 570.201(d)	Total Formula Prior Year Funds	\$300,000
Type of Recipient Local Government	CDBG National Objective LMI Area (LMA)	Assisted Housing PHA	
Start Date 10/01/2010	Completion Date 9/30/2011	Other Funding Total	\$300,000
Performance Indicator Parcels redeveloped/Business facades assisted	Annual Units 6 Businesses assisted.		

The primary purpose of the project is to help: the Homeless Persons with HIV/AIDS Persons with Disabilities Public Housing Needs

**Table 10-9. Project 4 – Administration – not to exceed 20%
Consolidated Plan Listing of Projects (HUD Table 3C)**

Jurisdiction's Name Richland County Community Development Department

Priority Need

CP Priority Need 6: Provide planning activities and studies to determine needs, establish priorities and develop implementation strategies to meet the needs of LMI areas and residents

CP Priority Need 7: Work with community partners, neighborhood associations and neighboring local governments to collaborate and coordinate community development activities.

Project Title

General Administration

Description

General Administration – not to exceed 20%. Cost associated with the operational needs to complete programs and projects.

Objective category: Suitable Living Environment Decent Housing Economic Opportunity

Outcome category: Availability/Accessibility Affordability Sustainability

Location/Target Area:

Unincorporated areas and neighborhoods in Richland County

Specific Objective Number n/a	Project ID 2010-4
HUD Matrix Code 21A	CDBG Citation 570.206
Type of Recipient Local Government	CDBG National Objective n/a
Start Date 10/01/2010	Completion Date 9/30/2011
Performance Indicator n/a	Annual Units n/a
Local ID n/a	Units Upon Completion n/a

Funding Sources:	
CDBG	\$301,665
ESG	
HOME	
HOPWA	
Total Formula	
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	
Total	\$301,665

The primary purpose of the project is to help: the Homeless Persons with HIV/AIDS Persons with Disabilities Public Housing Needs

**Table 10-10. Project 5 – Emergency Repair Program (ER)
Consolidated Plan Listing of Projects (HUD Table 3C)**

Jurisdiction's Name Richland County Community Development Department

Priority Need Owner-Occupied Housing
CP Priority Need 1: Improve the quality and availability of decent, safe, and affordable housing

Project Title
Emergency Repair Program

Description
The Emergency Repair Program will provide financial and technical assistance to low income homeowners in need of emergency housing repairs. Assistance will be provided to LMI homeowners located in the unincorporated areas of Richland County. The program proposes to assist 10 - 13 eligible homeowners in the 2010 Program Year.

Objective category: Suitable Living Environment Decent Housing Economic Opportunity

Outcome category: Availability/Accessibility Affordability Sustainability

Location/Target Area:
LMI areas and neighborhoods within the unincorporated areas of Richland County.

Specific Objective Number DH-3	Project ID 2010-05
HUD Matrix Code 14A	CDBG Citation 570.202
Type of Recipient Local Government	CDBG National Objective LMI Housing (LMH)
Start Date 10/01/2010	Completion Date 9/30/2011
Performance Indicator Homes repaired	Annual Units 10 -13 homes
Local ID n/a	Units Upon Completion 10 -13 homes

Funding Sources:

CDBG	\$100,000
ESG	
HOME	
HOPWA	
Total Formula	
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	
Total	\$100,000

The primary purpose of the project is to help: the Homeless Persons with HIV/AIDS Persons with Disabilities Public Housing Needs

Richland County, South Carolina

**Table 10-11. Project 6 – HMIS Grant Administration Match Program
Consolidated Plan Listing of Projects (HUD Table 3C)**

Jurisdiction's Name Richland County Community Development Department

Priority Need

CP Priority Need 4: Provide for and support programs and services for the homeless.

Project Title

HMIS Grant Administration Match Program

Description

In Program Year 2007, Richland County became the grantee for three (3) regional Homeless Management Information System (HMIS) grants, through funding provided by the HUD Supportive Housing Program (SHP). HUD requires a local match of 25% for SHP grants, which Richland County intends to provide through CDBG funding in the amount of \$29,291. An estimated 2,650 homeless individuals and 2,500 homeless families are provided services annually through the HMIS for the MACH Region.

Objective category: Suitable Living Environment Decent Housing Economic Opportunity

Outcome category: Availability/Accessibility Affordability Sustainability

Location/Target Area:

The 14-County Midlands Area Consortium for the Homeless (MACH) region

Specific Objective Number DH-1	Project ID 2010-6
HUD Matrix Code 05	CDBG Citation 570.201(e)
Type of Recipient Local Government	CDBG National Objective LMI Area (LMA)
Start Date 10/01/2010	Completion Date 9/30/2011
Performance Indicator Homeless persons assisted	Annual Units 2650 persons
Local ID n/a	Units Upon Completion 2650 persons

Funding Sources:

CDBG	\$29,291
ESG	
HOME	
HOPWA	
Total Formula	
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	
Total	\$29,291

The primary purpose of the project is to help: the Homeless Persons with HIV/AIDS Persons with Disabilities Public Housing Needs

Richland County, South Carolina

**Table 10-12. Project 7 – Ridgewood Neighborhood Revitalization Program
Consolidated Plan Listing of Projects (HUD Table 3C)**

Jurisdiction's Name Richland County Community Development Department

Priority Need Neighborhood Revitalization
CP Priority Need 3: Revitalize LMI neighborhoods

Project Title
Neighborhood Revitalization Program –Monticello Road Streetscape Plan and Project Management

Description
The Ridgewood neighborhood is in its 6th year of revitalization. This predominately African-American neighborhood is in Census Tract 106, block group 4 – a block group of which 68% of the residents are LMI. CDBG funds were used FY 2008/09 for streetscape design along the Monticello Road commercial corridor which runs through the center of the neighborhood. CDBG funding from 2009/2010 were used to begin streetscape construction. CDBG funding from 2010/2011 will be used to complete the streetscape construction. The project is estimated to cost \$552,000. The project plan consists of additional retainage walls to allow for safe passage along existing sidewalks, traffic calming, installing a pocket park with bus stop shelters, clean-up, and landscaping.

Objective category: Suitable Living Environment Decent Housing Economic Opportunity

Outcome category: Availability/Accessibility Affordability Sustainability

Location/Target Area:
The Ridgewood Neighborhood is located off of Monticello Road in the northwest area of Richland County.

Specific Objective Number SL-3	Project ID 2010-7
HUD Matrix Code 03K	CDBG Citation 570.201(e)
Type of Recipient Local Government	CDBG National Objective LMI Area (LMA)
Start Date 10/01/2009	Completion Date 9/30/2011
Performance Indicator New commercial corridor	Annual Units n/a
Local ID n/a	Units Upon Completion n/a

Funding Sources:	
CDBG	\$302,000
ESG	
HOME	
HOPWA	
Total Formula	
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	
Total	\$302,000

The primary purpose of the project is to help: the Homeless Persons with HIV/AIDS Persons with Disabilities Public Housing Needs

**Table 10-13. Project 8 – Contingency (for unforeseen eligible costs,
less than 10% of grant amount)
Consolidated Plan Listing of Projects (HUD Table 3C)**

Jurisdiction's Name Richland County Community Development Department

Priority Need

CP Priority Need: Will be used for unforeseen eligible costs that meet any priority need as outlined in the 2007-2011 Consolidated Plan and subsequent Annual Action Plans.

Project Title

Contingency

Description

Contingency (for unforeseen eligible costs, less than 10% of grant amount).

Objective category: Suitable Living Environment Decent Housing Economic Opportunity

Outcome category: Availability/Accessibility Affordability Sustainability

Location/Target Area:

The unincorporated areas and neighborhoods of Richland County

Specific Objective Number SL-3	Project ID 2010-8
HUD Matrix Code 22	CDBG Citation n.a.
Type of Recipient Local Government	CDBG National Objective n/a
Start Date 10/01/2010	Completion Date 9/30/2011
Performance Indicator n/a	Annual Units n/a
Local ID n/a	Units Upon Completion n/a

Funding Sources:	
CDBG	\$20,000
ESG	
HOME	
HOPWA	
Total Formula	
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	
Total	\$20,000

The primary purpose of the project is to help: the Homeless Persons with HIV/AIDS Persons with Disabilities Public Housing Needs

**Table 10-14. Project 9 – Marketing of Programs
Consolidated Plan Listing of Projects (HUD Table 3C)**

Jurisdiction's Name Richland County Community Development Department

Priority Need

CP Priority Needs 6: Provide planning activities and studies to determine needs, establish priorities and develop implementation strategies to meet the needs of LMI areas and residents.

CP Priority Needs 7: Strengthen partnerships with community based organizations, neighborhood associations and neighboring local governments to further the County's capacity to serve as well as collaborate and coordinate community development activities.

Project Title

Marketing/Outreach/Education

Description

Educational and outreach workshops, foreclosure prevention, fair housing to include new analysis of impediments (AI), advertising, etc. These methods will assist citizens with homeownership assistance (foreclosure prevention), create an updated AI (fair housing), career seminar/fair, and other homeowner (pre & post) workshop.

Objective category: Suitable Living Environment Decent Housing Economic Opportunity

Outcome category: Availability/Accessibility Affordability Sustainability

Location/Target Area:

LMI areas and neighborhoods within the unincorporated areas of Richland County.

Objective Number DH-1/DH-2	Project ID 2010-9
HUD Matrix Code 05J, 05R, 05	CDBG Citation 570.201(e), 570.204, 570.201(e)
Type of Recipient Local Government	CDBG National Objective LMA/LMC
Start Date 10/01/2010	Completion Date 9/30/2011
Performance Indicator 3 workshops/1 plan	Annual Units 3 workshops/1 plan
Local ID n/a	Units Upon Completion n/a

Funding Sources:	
CDBG	\$5,377
ESG	
HOME	
HOPWA	
Total Formula	
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	
Total	\$5,377

The primary purpose of the project is to help: the Homeless Persons with HIV/AIDS Persons with Disabilities Public Housing Needs

**Table 10-15. Project 10 – HOME Housing Rehabilitation Program (HR)
Consolidated Plan Listing of Projects (HUD Table 3C)**

Jurisdiction's Name Richland County Community Development Department

Priority Need Owner-Occupied Housing
CP Priority Need 1: Improve the quality and availability of decent, safe, and affordable housing.

Project Title
Housing Rehabilitation Program (HR)

Description
Richland County continues to process requests for housing rehabilitation assistance for low-income homeowners living in the unincorporated areas of the County. In addition to the HOME funds that will be provided through the County's *Neighborhood Revitalization Program* for home rehabilitation/reconstruction, HOME funds and Program Income will also be used to fund the Housing Rehabilitation Program for owner-occupied housing units. The Housing Rehabilitation program proposes to assist 16-20 homes in Program Year 2010. The County also continues to seek ways to leverage housing rehabilitation funds through partnerships with organizations including nonprofits and the SC State Housing Trust Fund to provide assistance to persons in need.

Objective category: Suitable Living Environment Decent Housing Economic Opportunity

Outcome category: Availability/Accessibility Affordability Sustainability

Location/Target Area:
The unincorporated areas and neighborhoods of Richland County

Specific Objective Number DH-3	Project ID 2010-10
HUD Matrix Code 14A	CDBG Citation 570.202
Type of Recipient Local Government	CDBG National Objective LMI Housing (LMH)
Start Date 10/01/2010	Completion Date 9/30/2011
Performance Indicator Houses Rehabilitated	Annual Units 16-20 houses
Local ID n/a	Units Upon Completion 16-20 houses

Funding Sources:	
CDBG	
ESG	
HOME	\$300,000
HOPWA	
Total Formula	
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	
Total	\$300,000

The primary purpose of the project is to help: the Homeless Persons with HIV/AIDS Persons with Disabilities Public Housing Needs

**Table 10-16. Project 11 – Down payment Assistance Program (RCHAP)
Consolidated Plan Listing of Projects (HUD Table 3C)**

Jurisdiction's Name Richland County Community Development Department

Priority Need

CP Priority Need 1: Improve the quality and availability of decent, safe, and affordable housing.

Project Title

Richland County Homeownership Assistance Program (RCHAP)

Description

The County will fund RCHAP (Downpayment Assistance or DPA) with the newly allocated HOME funds. The program will provide down payment and/or closing costs, financial education, and counseling to potential first-time homebuyers who meet the LMI family income limits established by HUD for Richland County. Potential buyers will be encouraged to consider purchasing homes in neighborhoods targeted through the *Neighborhood Revitalization Program*, but will also allow potential homebuyers to purchase elsewhere in the unincorporated areas of the County. In the 2010 Program Year, the County will use \$160,000 from HOME funds to fund RCHAP. The program will enable a projected up to 30 LMI families to benefit from DPA this year.

Objective category: Suitable Living Environment Decent Housing Economic Opportunity
Outcome category: Availability/Accessibility Affordability Sustainability

Location/Target Area:

Targeted neighborhoods and the unincorporated areas of Richland County

Specific Objective Number DH-2	Project ID 2010-11
HUD Matrix Code 13	CDBG Citation 570.201(n)
Type of Recipient Local Government	CDBG National Objective LMI Housing (LMH)
Start Date 10/01/2010	Completion Date 9/30/2011
Performance Indicator DPA/new owner occupants	Annual Units Up to 30
Local ID n/a	Units Upon Completion Up to 30

Funding Sources:

CDBG
ESG
HOME	\$160,000
HOPWA
Total Formula
Prior Year Funds
Assisted Housing
PHA
Other Funding
Total	\$160,000

The primary purpose of the project is to help: the Homeless Persons with HIV/AIDS Persons with Disabilities Public Housing Needs

**Table 10-17. Project 12 – CHDO Set Aside (exceeds 15% minimum) and Operating Funds
Consolidated Plan Listing of Projects (HUD Table 3C)**

Jurisdiction's Name Richland County Community Development Department

Priority Need

CP Priority Need 3: Revitalize LMI neighborhoods

Project Title

CHDO Set Aside (exceeds 15% minimum) and Operating Funds (\$102,822 plus \$10,000)

Description

A minimum of 15% of the County's HOME funds are required to be awarded to organization which are designated by Richland County as a County Community Housing Development Organization (CHDO). The funding must be used by designated CHDOs for eligible housing development activities, including construction, acquisition, and rehabilitation of housing and down payment assistance. Richland County will also use \$10,000 for CHDO Operating Funds.

Objective category: Suitable Living Environment Decent Housing Economic Opportunity

Outcome category: Availability/Accessibility Affordability Sustainability

Location/Target Area:

The unincorporated areas of Richland County

Specific Objective Number DH-1/DH-2	Project ID 2010-12
HUD Matrix Code 12/14A/14B	CDBG Citation 570.201(m)/570.202
Type of Recipient Local Government	CDBG National Objective LMI Housing (LMH)
Start Date 10/01/2010	Completion Date 9/30/2011
Performance Indicator Increase number of affordable houses	Annual Units 2 or more
Local ID n/a	Units Upon Completion 2 or more

Funding Sources:

CDBG	_____
ESG	_____
HOME	\$112,822
HOPWA	_____
Total Formula	_____
Prior Year Funds	_____
Assisted Housing	_____
PHA	_____
Other Funding	_____
Total	\$112,822

The primary purpose of the project is to help: the Homeless Persons with HIV/AIDS Persons with Disabilities Public Housing Needs

**Table 10-18. Project 13 – Administration (not to exceed 10%)
Consolidated Plan Listing of Projects (HUD Table 3C)**

Jurisdiction's Name Richland County Community Development Department

Priority Need

CP Priority Need 6: Provide planning activities and studies to determine needs, establish priorities, and develop implementation strategies to meet the needs of LMI areas and residents.

Project Title

Administration (not to exceed 10%)

Description

Administration and planning activities for the Richland County HOME Program comprise no more than 10% of HOME funds for Program Year 2010. Any anticipated program income may also be designated for such use. Richland County's proposed HOME administrative costs include funding for FT & PT to include the Housing Manager.

Objective category: Suitable Living Environment Decent Housing Economic Opportunity

Outcome category: Availability/Accessibility Affordability Sustainability

Location/Target Area:

The unincorporated areas of Richland County

Specific Objective Number DH-1/DH-2	Project ID 2010-13
HUD Matrix Code 21H	CDBG Citation n/a
Type of Recipient Local Government	CDBG National Objective n/a
Start Date 10/01/2010	Completion Date 9/30/2011
Performance Indicator n/a	Annual Units n/a
Local ID n/a	Units Upon Completion n/a

Funding Sources:	
CDBG	
ESG	
HOME	\$63,647
HOPWA	
Total Formula	
Prior Year Funds	
Assisted Housing	
Other	
Other	
Total	\$63,647

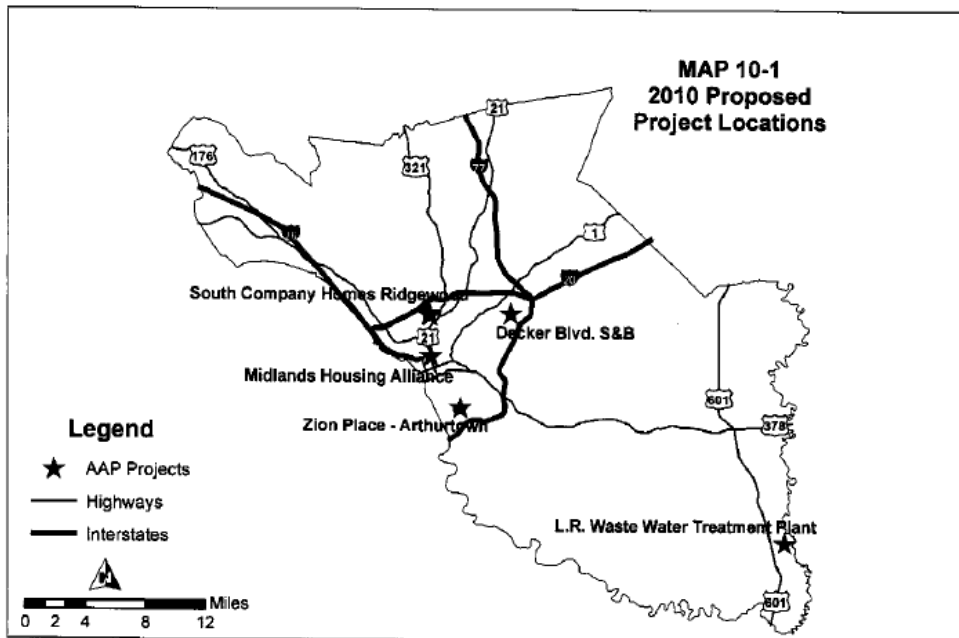
The primary purpose of the project is to help: the Homeless Persons with HIV/AIDS Persons with Disabilities Public Housing Needs

VII. Geographic Distribution

While the FY 10-11 CDBG and HOME funds will benefit over 70% low to moderate income persons, the Ridgewood Revitalization will have approximately 14% of the funds dedicated to this target area. One project, Decker Blvd. S&B Designation will use up to 30% of the FY 10-11 CDBG funds to address blighting influences with an area that is deteriorating. Richland County's CDBG and HOME programs continue to target assistance for projects that benefit low and moderate income persons and LMI communities in the unincorporated areas of the County. One of these CDBG projects is the Lower Richland Waste Water Treatment project that is located in the southwest part of the County. Neighborhood revitalization efforts will continue in the Ridgewood Neighborhood located in the northwestern area of Richland County off of Monticello Road and includes areas of minority concentration.

Map 10-1 illustrates the location of current and proposed HOME and CDBG projects for the 2010 Program Year.

Map 10-1. 2010 Proposed Project Locations



Richland County, South Carolina
26

VIII. Homeless and Other Special Needs Activities

Richland County continues to participate in the efforts of local, regional and statewide organizations addressing homelessness and special needs activities. This cooperative and collaborative approach reduces redundancies in service provision and mobilizes resources, enabling more efficient and effective delivery of services and resources. Richland County is a representative on the Midlands Area Consortium for the Homeless (MACH) and maintains a working relationship with the Low Income Housing Coalition. The MACH addresses the concerns of the continuum of care, which involves emergency shelter, transitional housing and programs to assist in the areas of permanent housing and independent living.

Richland County continues to administer the MACH Region's HMIS grants, funded through HUD's Supportive Housing Program (SHP). HMIS is a computerized database designed to collect client-level information on the characteristics, service needs and gaps of adults and children experiencing homelessness. The HMIS grants provide funding for user licenses, systems support, computers, and internet access, as well as a System Administrator, Program Director, and other required staff. HUD requires a local match of 25% for the Supportive Housing Program grants, which Richland County intends to provide through CDBG funding.

Richland County continues to work with the United Way of the Midlands to form a Columbia Midlands Housing Trust Fund Program for the homeless and low and moderate income populations. Through these efforts, Richland County will assist the Committee to close the gap on affordable housing and other needs to end chronic homelessness in the Midlands. This effort will also provide gap financing and incentives to nonprofits and developers to create affordable housing for low and moderate income populations.

Richland County continues to work with United Way and the Midlands Housing Alliance concerning the plans for the transition center for the homeless. Richland County has pledged \$250,000 towards the construction of this facility. The center will be located on the corner of Main Street and Elmwood Avenue. This is a coordinated effort – Richland along with Lexington County, City of Columbia, and West Columbia Governments are contributing financial support at this time. In addition, FY2009 CoC Homeless Competition will provide \$838,073 in SHPO supportive Housing program funds. When completed in 2011, the center will serve up to 150 day center participants in addition to up to 214 emergency respite, program entry and transitional housing units.

Richland County is represented on the MACH grant committee.

IX. Other Actions

A. Obstacles to Meeting Underserved Needs

The following sections of the *2007-2011 Consolidated Plan* provide a basis for identifying underserved needs and the obstacles to meeting these needs in Richland County:

- Community Profile
- Housing Market Analysis
- Housing Needs Assessment
- Homeless Needs Assessment
- Non-Housing Community Development

The Strategic Plan and the proposed activities and projects to be undertaken as described in the Annual Action Plan are intended to help overcome these obstacles to the extent possible with available resources.

B. Foster and Maintain Affordable Housing

Richland County will strive to address the needs for affordable housing as identified in the Five-Year Consolidated Plan. The strategies and objectives for addressing these needs are identified in the Strategic Plan and addressed in the programs and activities proposed by this 2010 Annual Action Plan. In addition, the Community Development Director is a member of the South Carolina Housing Trust Fund Advisory committee, which addresses affordable housing trends and needs.

C. Remove Barriers to Fair and Affordable Housing

In considering the barriers to affordable housing, it is clear that a number of factors impact the availability of affordable housing including the availability and price of land, availability of financing, poor credit issues, lack of capital for down payment and closing costs, and the rules, regulations and fees governing development and construction. While the private sector seeks to fill the demand for housing in terms of type, size and value, the public sector impacts the process through policies including development regulations, zoning, building code enforcement, provision of infrastructure, and through the fees charged to implement these policies. Through ongoing analysis and review of these factors and other related issues described in the Plan, Richland County will seek to remove any barriers to promote increased housing opportunities for low and moderate-income persons and households.

Richland County is committed to affirmatively furthering fair housing choice. The *2004 Richland County Analysis of Impediments to Fair Housing* serves as a guide to plan a course of action designed to remedy existing conditions that impede equal access to affordable housing. As detailed in the Consolidated Plan, the Analysis identified

multiple, often interrelated, conditions, actions and policies that affect housing choice. These impediments and barriers, believed to hinder access in Richland County, are the focus of our planning efforts. Since 2004 actions have been taken to address the 11 impediments identified in the analysis. The impediments were:

Impediment #1 Lack of accessible housing to meet the need of the growing number of disabled persons in Richland County.

Impediment #2: Lack of Fair Housing Policy

Impediment #3 Lack of building inspection/code enforcement officers to deal with issues of HUD Standards of decent, safe and affordable housing

Impediment #4 Lack of advertisement and education for landlord/tenant resources.

Impediment #5 Education on Fair Housing Law and the Rights Granted.

Impediment #6 Need for more public transportation routes and times in the County

Impediment #7 Predatory Lending Practice

Impediment #8 Disparity in Lending Practices

Impediment #9 A failure on the part of the mortgage lenders to offer products and services to very low-income and minority census tracts, exhibiting similar characteristics to those associated with traditional redlining.

Impediment #10 Financial Literacy Education

Impediment #11 Lack of Income

Although certain circumstances influence where attention is given year after year, we stand committed to take action and implement strategies that will help to overcome identified barriers. Those actions and activities include but are not limited to a designated Community Development staff member responsible for keeping Richland County in compliance with Federal regulations pertaining to Title VIII of the Civil Rights Act of 1968; Section 504 of the Rehabilitation Act of 1973 and Section 3 of the Housing and Urban Development Act of 1968; staff participation in training opportunities, sharing information within county government, at public meetings and events; the distribution of Fair Housing educational materials and literature at all County sponsored events and from all County buildings with public access; annual Proclamation during Fair Housing Month and adoption of a Fair Housing theme; the weekly television and radio broadcasts: Richland Revealed and Richland Radio are occasionally formats used to inform residents on Fair Housing issues; participation in the Community Relations Council's housing clinics; support of CMRTA; continued economic recruitment; and tax relief efforts are also avenues taken.

During 2010/2011 we will reexamine the 2004 Analysis of Impediments to Fair Housing and the 11 barriers it identified. The County's progress will be evaluated to determine if our efforts have positively impacted or eradicated impediments identified in 2004. To complete this task we will solicit proposals from consulting firms to produce a 2010 Fair Housing Plan to include 5 documents in relation to affirmatively furthering fair housing: 1) Analysis of Impediments (AI) to fair housing choice and Housing Needs Assessment; 2) Limited English Proficiency (LEP) Plan; 3) Affirmative Fair Housing Marketing Plan (AFHMP), 4) Section 504 Plan and 5) a Section 3 Plan.

D. Lead-Based Paint Hazards

Richland County has established full compliance with all applicable lead-based paint regulations through incorporation of these regulations into its housing policies and procedures manual. Since August 2002, all housing units provided CDBG or HOME assistance by Richland County must comply with *Title X of the 1992 Housing and Community Development Act (24 CFR Part 35)*. The intent of the Federal regulation is to identify and address lead-based paint hazards before children are exposed. In compliance with the regulation, Richland County requires evaluation for lead-based paint hazards of all housing units constructed before 1978 that are slated for repairs which may disturb any painted surfaces. If lead paint hazards are found during an evaluation, they are addressed through HUD approved interim control or abatement protocol. The County also distributes and maintains documentation of all required information for homes built before 1978, including the EPA *Lead-based Pamphlet, Notification of Lead Hazard Evaluation, and Notification of Lead Hazard Reduction*, and distributes lead-based paint information at all County sponsored events.

E. Anti-Poverty Strategy

As the lead agency in the implementation of the Consolidated Plan, Richland County will coordinate efforts among its partner organizations to help meet the goals outlined in this Annual Action Plan. Community partners in this effort include neighborhood associations, residents, faith-based organizations, businesses, health and human services agencies, private developers, lenders and non-profit service providers.

To further address the alleviation of poverty, the County will continue its economic development efforts and its partnership with the Central South Carolina Alliance to recruit new businesses and industries to Richland County, as well as retain existing businesses and industries and encourage their expansion. Because the creation of economic opportunities is not an isolated solution to alleviating poverty, the County will also work with community partners to identify educational, life skills and training needs and provide opportunities for self-empowerment that will enable LMI residents to become and continue to be self-sufficient and economically independent.

F. Institutional Structure and Coordination of Resources

Richland County works closely with many community partners, federal and state agencies, non-profit organizations, for-profit organizations and neighboring jurisdictions in the formulation and implementation of its Consolidated Plan. These partnerships strengthen the planning process and ensure successful implementation of the Plan. Each partner in the process plays a critical role in the success of the program and brings expertise in a variety of issues and a unique perspective to the table. Communication and collaboration are key aspects of a successful institutional structure and in the successful implementation of the County's housing and community development strategies.

Richland County coordinates with Lexington County, the City of Columbia, the Columbia Housing Authority, local municipalities and neighboring jurisdictions on matters related to housing and community development. Collaboration is also ongoing with community partners including neighborhood associations, local non-profit organizations, affordable housing developers, service providers, state and federal agencies, the development community and the private sector. These relationships are key to the success of the CDBG program in Richland County and the County intends to continue and strengthen these relationships as well as develop new partnerships to ensure the success of housing and community development efforts both in the County and throughout the Midlands region. In addition, Richland County and the City continue discussions on collaborations and joint ventures. The Richland County Community Development Department meets quarterly with City of Columbia, Lexington County, Columbia Housing Authority, and United Way for roundtable discussions. The Director sits on the SC State Housing Trust Fund Advisory Committee and is the past President of the SC Community Development Association.

X. Public Housing

The **Columbia Housing Authority** is an autonomous, non-profit public housing agency serving the residents of the City of Columbia and Richland County. The CHA owns and maintains more than 1,800 units of conventional public housing, which are available to families of low and moderate incomes. The Housing Authority also administers the Section 8 Rental Assistance Program for residents of Richland County, providing rental assistance to persons with low incomes who want to live in homes in the private rental market, but cannot afford market rental rates. The CHA also provides several programs aimed at helping families become financially independent and become homeowners. Since becoming an Entitlement Community, Richland County has worked with the Columbia Housing Authority to strengthen their relationship, to better utilize programs and resources by avoiding duplication, and appropriately target housing to County residents in need. In addition we partner with the Columbia Housing Authority by using their Housing Counseling Program to ensure that families receiving our RCHAP funds are fully aware of the responsibilities of home ownership. This program includes 3 classes which include budget and credit, home buying, and home and yard maintenance. We also conduct outreach to residents of public housing by providing information to the CHA and by participating in housing clinics with the Greater Columbia Community Relations Council and other neighborhood and housing agency providers. Finally Richland County will use CDBG funds to assist CHA (section 3 residents) by providing economic development programs to individuals residing in public housing, receiving Section 8 assistance, and for Housing First (chronic homeless) participants.

XI. Monitoring and Compliance

Richland County ensures that all housing projects meet the Housing Quality Standards (HQS) and other local housing codes by staff and paid consultant inspections. Richland County recognizes the importance of maintaining appropriate performance

measurements of its CDBG and HOME projects and programs. Community Development staff provide management for the CDBG and HOME programs and continuously monitor activities and projects. The staff has developed guidelines and processes that include performance measurements to ensure that Richland County meets all federal requirements and remains in compliance. Using the HUD monitoring checklist as a guide, Richland County will periodically evaluate staff performance and program performance against the current Consolidated Plan.

Richland County has financial and programmatic processes in place to ensure that contractors and sub-recipients are in compliance, and that activities and procedures can be tracked accordingly. This includes contract provisions that ensure affirmatively marketing for fair housing, and procurement procedures to ensure minority participation. The County will monitor HOME assisted projects completed by a sub-recipient or contractor on an annual basis and will prepare a report that will be filed for future reference. The County will also ensure compliance with program requirements, including the timely expenditure of federal funds. A higher emphasis will be made to produce a healthy mix of smaller, quicker expenditures with larger more impactful projects.

XII. Anti-Displacement Plan

It is the policy of Richland County to make all reasonable efforts to ensure that activities undertaken with CDBG and HOME Program funds will not cause unnecessary displacement. The County will continue to administer the CDBG and HOME Programs in such a manner that careful consideration is given during the planning phase to avoid displacement. Displacement of any nature shall be reserved as a last resort action necessitated only when no other alternative is available and when the activity is determined necessary in order to carry out a specific goal or objective that is of benefit to the public.

If a displacement is precipitated by activities that require the acquisition (either in whole or in part) or rehabilitation of real property directly by Richland County or its agent, all appropriate benefits as required by the *Uniform Relocation Assistance and Real Property Acquisition Policies' Act* of 1970 and amendments – the "Uniform Act" or the Residential Anti-displacement and Relocation Assistance Plan under Section 104 (d) – shall be provided to the displaced person or persons. Information about these programs is provided to all persons who may potentially be displaced in the form of informational brochures and explained in detail by the County's Community Development staff.

Richland County will replace all low and moderate-income dwelling units that are occupied or vacant ***but suitable for occupancy*** and that are demolished or converted to a use other than as low and moderate-income housing in connection with an activity assisted with funds provided under the *Housing and Community Development Act of 1974*, as amended, as described in 24 CFR 570.606(c)(1). All replacement housing will be provided within four years after the commencement of the demolition or conversion. Before entering into a contract committing the County to provide funds for an activity that will directly result in demolition or conversion, the County will make a public notice in a local newspaper and submit to HUD the following information in writing:

- A description of the proposed assisted activity.
- The location on a map and number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than as low or moderate-income dwelling units as a direct result of the assisted activities.
- A time schedule for the commencement and completion of the demolition or conversion.
- To the extent known, the location on a map and the number of dwelling units by size that will be provided as replacement dwelling units.
- The source of funding and a time schedule for the provision of the replacement dwelling units.
- The basis for concluding that each replacement dwelling unit will remain a low or moderate-income dwelling unit for at least 10 years from the date of initial occupancy.
- Information demonstrating that any proposed replacement of dwelling units with smaller dwelling units (for example, a two-bedroom unit with two one-bedroom units), is consistent with the housing needs of lower-income households in the County.

If such data are not available for last four items at the time of the general submission, the County will identify the general location on an area map and the approximate number of dwelling units by size and provide information identifying the specific location and number of dwelling units by size as soon as it is available.

The Richland County Community Development Department is responsible for tracking the replacement of housing and ensuring that it is provided within the required period. The Department is also responsible for ensuring that relocation assistance, as described in 570.606(c)(2), is provided to any lower-income person displaced by the demolition of any dwelling unit or the conversion of a low or moderate-income dwelling unit to another use in connection with an assisted activity.

Consistent with the goals and objectives of activities assisted under the Act, the County will take the following steps to minimize the displacement of persons from their homes:

- Coordinate code enforcement with rehabilitation and housing assistance programs.

- Evaluate housing codes and rehabilitation standards in reinvestment areas to prevent their placing undue financial burden on long-established owners.
- Assist as needed homeowners to locate temporary housing to house persons who must be temporarily relocated during rehabilitation.
- Adopt public policies to identify and mitigate displacement resulting from intensive public investment in neighborhoods.

XIII. Definition of Income

The County has adopted the IRS definition of adjusted gross income for purposes of determining eligibility to participate in all CDBG and/or HOME programs (except for the HOME funded RCHAP), as well as determining area-wide benefit under the CDBG program. The Richland County Housing Assistance Program (RCHAP) uses the Section 8 definition of annual income. The County has developed policies and procedures to ensure that these definitions are implemented consistently and accurately.



**ATTENTION
Public Hearing Notice**

Richland County Wants Your Input

The 2010-2011 Richland County Annual Action Plan will list the needs for Richland County's communities in the areas of housing, public and social services jobs and other non-housing needs. Citizens, non-profits and other community partners are invited to attend a public hearing on Thursday, July 29th at 5:30 PM. The plan is submitted annually to the US Department of Housing & Urban Development (HUD). During the public hearing, the following information will be disseminated: Estimated amount of Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) funds available; range of activities to be undertaken to include previously received stimulus funds balances; estimated program income and the proposed amount of these funds to be used to benefit low and moderate income persons. These funds primarily benefit low and moderate income persons and the unincorporated areas of Richland County. Please assist by giving your input.

Your opportunity to provide public comment is:

Thursday, July 29th, 2010 @ 5:30 PM
Richland County Administration Building
4th Floor Conference Room
2020 Hampton Street

Comments may be mailed, faxed or emailed to:

Richland County Government
Community Development Department
2020 Hampton Street
Suite 3063
PO Box 192
Columbia, SC 29202
jacksonv@rcgov.us
(803) 576-2230 (w)
(803) 576-2052 (f)

Please contact Valeria Jackson at 576-2230
Richland County Community Development Department
for additional information or questions

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Here are legal ads published in The State newspaper during the past 7 days.
Today is Jul. 20, 2010

- Published 07/18** BID The City of Columbia is requesting Bids from qualified general contractors for the following project: PROJECT #SS695402 INTERCEPTOR REPLACEMENT ALONG CRANE CREEK FROM BRICKYARD RD TO MONTICELLO RD BID OPENING: August 5, 2010, 2:00 P.M. THE PROVISIONS OF THE MENTOR PROT/G/ PROGRAM APPLY TO THE BIDDING OF THIS PROJECT Complete Bid Information can be picked up from: The City of Columbia - Utilities and Engineering Department 1136 Washington Street 7th Floor, Room 723 Columbia, SC 29201 Or by logging on to www.columbiasc.net or by calling (803) 545-3252 between the hours of 8:30 a.m. - 5:00 p.m. 11899
- Published 07/18** BID The City of Columbia is requesting Bids from qualified general contractors for the following project: PROJECT #WM3954 12" EXTENSION ALONG SPARKLEBERRY LANE BID OPENING: AUGUST 5, 2010 2:00 P.M. THE PROVISIONS OF THE MENTOR PROT/G/ PROGRAM APPLY TO THE BIDDING OF THIS PROJECT Complete Bid Information can be picked up from: The City of Columbia - Utilities and Engineering Department 1136 Washington Street 7th Floor, Room 723 Columbia, SC 29201 Or by logging on to www.columbiasc.net or by calling (803) 545-3252 between the hours of 8:30 a.m. - 5:00 p.m. 11903
- Published 07/18** Request For Proposals Vending Services for Columbia Metropolitan Airport The Richland-Lexington Airport District ("District") is soliciting proposals for vending services for Columbia Metropolitan Airport. The District seeks a qualified company to provide a complete snack, candy, and beverage mechanized vending program for various locations at the Airport. Proposal documents are available from the Airport's administrative office, 125A Summer Lake Dr., West Columbia, SC 29170, or by e-mail request to t.deliz@columbiaairport.com. An optional pre-proposal conference is scheduled for Tuesday, July 27, 2010 at 10:00 a.m. in the Carolina Room, located in the Terminal, 3000 Aviation Way, West Columbia, SC 29170. Proposals are due at the Airport administrative office, 125A Summer Lake Dr., West Columbia, SC 20170 no later than 2:00 p.m., Wednesday, August 4, 2010. For questions, please contact Teresa Deliz at (803) 822-7828 or by email at t.deliz@columbiaairport.com. 11932
- Published 07/18** Bids DORCHESTER COUNTY SALES TAX TRANSPORTATION AUTHORITY SOUTH CAROLINA Notice is hereby given that the Dorchester County Sales Tax Transportation Authority (D.C.S.T.T.A.) will accept bid proposals for the highway improvements herein specified until the advertised time for opening of the proposal on August 17, 2010. Bids can be mailed to Attn: Dave Lewis, 3229 West Montague Avenue, North Charleston, SC 29418. Unless otherwise advertised, the proposals will be publicly opened at the office of Davis & Floyd, Inc., Ridgeville Office, 209 Church Street, Ridgeville, South Carolina at 2:00 o'clock p.m. on the above date and read aloud. Note that Dorchester County Ordinance 10-04 concerning Dorchester County Vendor Preference will apply to this project. The Authority Chairman, or his designee, at the site of the opening of the proposals shall be the sole judge of determining the local time and the arrival of the designated time for the opening of the proposals. Description of work to be done: A general description of work is the paving of an existing dirt road within the State Highway System. Road S-18-137 (Sullivan's Landing Road) is to be improved from US Route 17A easterly for a distance of 3.10 miles. Improvement to the roadway include drainage, embankment, stone base and Triple Treatment Surface Course. This project is to be constructed under the S. C. Department of Transportation's Standard Specifications for Highway Construction, Edition of 2007. Contractors must be Pre-qualified as a Prime Contractor by the SCDOT to bid on this project. Detailed plans of the work may be seen for examination at the Office of the Davis & Floyd, Inc., 3229 West Montague Ave., North Charleston, S. C. 29419, at the Associated General Contractor's Office in Charleston, S.C., and at F.W. Dodge Company in Charleston, S.C. A complete set of plans and proposals can be obtained for \$150.00 REFUNDS WILL NOT BE MADE ON PLANS AND PROPOSALS. The Authority reserves the right to reject any or all proposals and waive any technicalities. Bids cannot be withdrawn after the opening hour commences. 11936
- Published 07/17**  ATTENTION Public Hearing Notice Richland County Wants Your Input The 2010-2011 Richland County Annual Action Plan will list the needs for Richland County's communities in the areas of housing, public and social services jobs and other non-housing needs. Citizens, non-profits and other community partners are invited to attend a public hearing on Thursday, July 29th at 5:30 PM. The plan is submitted annually to the US Department of Housing & Urban Development (HUD). During the public hearing, the following information will be disseminated: Estimated amount of Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) funds available; range of activities to be undertaken to include previously received stimulus funds balances; estimated program income and the proposed amount of these funds to be used to benefit low and moderate income persons. These funds primarily benefit low and moderate income persons and the unincorporated areas of Richland County. Please assist by giving your input. Your opportunity to provide public comment is: Thursday, July 29th, 2010 @ 5:30 PM Richland County Administration Building 4th Floor Conference Room: 2020

<http://www.thestateonline.com/legals/Legal7day.php>

7/20/2010

Item# 7

Attachment number 1
Page 39 of 48

ANNUAL ACTION PLAN PUBLIC HEARING

JULY 29, 2010

PLEASE PRINT * PLEASE PRINT * PLEASE PRINT * PLEASE PRINT * PLEASE PRINT * PLEASE PRINT * PLEASE PRINT * PLEASE PRINT

NAME	PHONE	E-MAIL ADDRESS
Jocelyn Jennings	803 576 2055	jenningsj@rcgov.
Vivian McCaray	803 576 2044	mccrayve@rcgov.us
Abony J. Woods	803 576 2048	woods@rcgov.us
Mariane Park - Gith	803 576 2091	park-catom@rcgov.us
Frank Frierson	803 576 - 2089	friersonf@rcgov.us
Cathy McMeahan	576-2230	memahan.c@rcgov.us
V. Dennis Jackson	576 206 3	jacksonv@rcgov.us

2

**Minutes of the Richland County Government
2010 Annual Action Plan Public Hearing
4th Floor Conference Room
2020 Hampton St.
Columbia, SC 29204
July 29, 2010
5:30 PM**

Staff in Attendance: Valeria Jackson, Frank Frierson, Jocelyn Jennings, Ebony Woods, Vivian McCray, Marlene Park-Coto and Cathy McMahan.

No one from the public attended the public hearing.

The meeting was closed at 6:00pm.

Certifications

I. General Certifications

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

A. Affirmatively Further Fair Housing -- The jurisdiction will affirmatively further fair housing, which means it will conduct an analysis of impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting that analysis and actions in this regard.

B. Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR 24; and it has in effect and is following a residential antidisplacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding under the CDBG or HOME programs.

C. Drug Free Workplace -- It will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about –
 - (a) The dangers of drug abuse in the workplace;
 - (b) The grantee's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will –
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

Richland County, South Carolina

- 6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted:
 - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- 7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6.

D. Anti-Lobbying -- To the best of the jurisdiction's knowledge and belief:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- 3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

E. Authority of Jurisdiction -- The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

F. Consistency with Plan -- The housing activities to be undertaken with CDBG, HOME, ESG, and HOPWA funds are consistent with the strategic plan.

G. Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR Part 135.

Speta Skumett
Signature/Authorized Official

8-10-10
Date

Assistant County Administrator
Title

Richland County, South Carolina

II. Specific CDBG Certifications

The Entitlement Community certifies that:

A. Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

B. Community Development Plan -- Its consolidated housing and community development plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that provide decent housing, expand economic opportunities primarily for persons of low and moderate income. (See CFR 24 570.2 and CFR 24 part 570)

C. Following a Plan -- It is following a current consolidated plan (or Comprehensive Housing Affordability Strategy) that has been approved by HUD.

D. Use of Funds -- It has complied with the following criteria:

1. **Maximum Feasible Priority.** With respect to activities expected to be assisted with CDBG funds, it certifies that it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low and moderate income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include activities which the grantee certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available);
2. **Overall Benefit.** The aggregate use of CDBG funds including section 108 guaranteed loans during program year(s), (a period specified by the grantee consisting of one, two, or three specific consecutive program years), shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period;
3. **Special Assessments.** It will not attempt to recover any capital costs of public improvements assisted with CDBG funds including Section 108 loan guaranteed funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements. However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

The jurisdiction will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108, unless CDBG funds are used to pay the proportion of fee or assessment attributable to the capital costs of public improvements financed from other revenue sources. In this case, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds. Also, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the

Richland County, South Carolina

property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

E. Excessive Force -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;

F. Compliance with Anti-discrimination Laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 USC 2000d), the Fair Housing Act (42 USC 3601-3619), and implementing regulations.

G. Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, subparts A, B, J, K and R;

H. Compliance with Laws -- It will comply with applicable laws.

Signat Shatt
Signature/Authorized Official

8-10-10
Date

Assistant County Administrator
Title

**OPTIONAL CERTIFICATION
CDBG**

Submit the following certification only when one or more of the activities in the action plan are designed to meet other community development needs having a particular urgency as specified in 24 CFR 570.208(c):

The grantee hereby certifies that the Annual Plan includes one or more specifically identified CDBG-assisted activities which are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs.

Signature/Authorized Official

Date

Assistant County Administrator
Title

Richland County, South Carolina

III. Specific HOME Certifications

The HOME participating jurisdiction certifies that:

A. Tenant Based Rental Assistance -- If the participating jurisdiction intends to provide tenant-based rental assistance:

The use of HOME funds for tenant-based rental assistance is an essential element of the participating jurisdiction's consolidated plan for expanding the supply, affordability, and availability of decent, safe, sanitary, and affordable housing.

B. Eligible Activities and Costs -- it is using and will use HOME funds for eligible activities and costs, as described in 24 CFR § 92.205 through 92.209 and that it is not using and will not use HOME funds for prohibited activities, as described in § 92.214.

C. Appropriate Financial Assistance -- before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing.

Spiff Shumett
Signature/Authorized Official

8-10-10
Date

Assistant County Administrator
Title

Richland County, South Carolina

IV. Appendix to Certifications

Instructions concerning lobbying and drug-free workplace requirements:

A. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

B. Drug-Free Workplace Certification

1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification.
2. The certification is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HUD, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
4. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio stations).
5. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph three).
6. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Richland County, South Carolina

Place of Performance (Street address, city, county, state, zip code)

2020 Hampton Street

Columbia, Richland County, SC 29204

Check if there are workplaces on file that are not identified here.

The certification with regard to the drug-free workplace is required by 24 CFR part 24, subpart F.

7. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

"Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

"Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All "direct charge" employees; (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

Richland County, South Carolina

Richland County Council Request of Action

Subject

Motion to hire outside Counsel for Redistricting [pages 112-115]

Reviews

Richland County Council Request of Action

Subject: Motion to hire outside counsel for Redistricting

A. Purpose

Council is requested to consider the motion made at the October 5, 2010 Council Meeting, and direct the County Attorney, as appropriate.

B. Background / Discussion

The following motion was made at the October 5, 2010 Council Meeting by Councilman Manning:

Council retain professional services to assist with the redistricting process [Manning]: This item was forwarded to the Administration and Finance Committee. **ACTION: ADMINISTRATION, LEGAL**

As you are aware, after each 10 year census, the County is required by law to redistrict and send that new redistricting plan to the US Justice Department for preclearance. (Please see attached summary and timeline) Richland County hired Attorney Helen McFadden to handle the 2000 Census redistricting plan Section 5 preclearance.

It is at this time that the County Attorney is requesting direction from Council with regards to this motion.

C. Financial Impact

There would be a cost for outside counsel or any other technical assistance provided. An amount is not known at this time. If council decides to hire outside counsel or other technical support, the County Attorney's office requests that its budget be increased accordingly to pay for such counsel or technical support.

D. Alternatives

1. Approve the motion and direct staff as appropriate.

2. Do not approve the motion.

E. Recommendation

Council discretion.

Recommended by: Larry C. Smith Department: Legal Date: 10/12/10

F. Reviews

(Please replace the appropriate box with a ✓ and then support your recommendation in the Comments section before routing. Thank you!)

Finance

Reviewed by: Daniel Driggers

Date: 10/13/10

Recommend Approval

Recommend Denial

No Recommendation

Comments:

Legal

Reviewed by: Larry Smith

Date:

Recommend Approval

Recommend Denial

No Recommendation

Comments:

Administration

Reviewed by: J. Milton Pope

Date:

Recommend Approval

Recommend Denial

No Recommendation

Comments: Recommend approval however cost estimates need to be determined (by Legal) in order to develop a budget amendment for 2nd reading if approved by Council.

REDISTRICTING AND PRECLEARANCE
2010 US CENSUS

Summary:

- The requirement to re-district is the result of Federal court cases and State law.
- State Law requires that the re-districting be done promptly after the census is published by the Federal Government. The re-districting must make the districts substantially equal.
- The new census is expected to be received by the SC Budget and Control Board Office of Research and Statistics no later than March 1, 2011.
- Richland County will hold elections (primary) in June of 2012 for 6 Council seats, for which the candidate filing will likely begin in March of 2012.
- The 2012 elections should occur under the new districting plan.
- Under the Voting Rights Act of 1965, Richland County is one of many jurisdictions which were determined to have engaged in past racial discrimination in voting practices.
- As a result of that determination, Richland County is one of many jurisdictions which must have the approval of the US Department of Justice to enforce any change that affects voting. That approval process is called "Preclearance."
- After the new districting plan is adopted (by ordinance), Richland County must provide the Justice Department with information regarding the plan to be used in the future. This information is voluminous and requires much preparation time.
- The Justice Department has 60 days in which to give Preclearance or deny such.
- If the new plan is precleared, then elections take place under the new plan. If preclearance is denied, the County can negotiate with the Department or adopt a new plan and begin the process anew.

Time and Requirements:

- Approximately 1 year (from March 2011 to March 2012) to complete the process.
- Process includes: applying new data to current districts; drafting new district lines; adopting new ordinance; preparing Preclearance package; submitting package; waiting for Department response; making any changes required by the Department.
- Applying new data and drafting new districts (Brenda Carter and individual Council members) – at least 90 days.
- Adopting new ordinance – at least 45 days (without special called meetings)
- Preparing Preclearance package and submitting – at least 30 days
- Waiting for Justice Department response – 60 days
- Making any changes required – unknown time period (repeat process above)
- Total time required (without changes by Justice Department) – 8 months

- Should be done in as timely a manner as possible to allow for possible denial by Justice Department and repeat of process.

Richland County Council Request of Action

Subject

Mullis Conservation Easement Donation [pages 117-132]

Reviews

Richland County Council Request of Action

Subject: Mullis Conservation Easement Donation

A. Purpose

County council is requested by the Conservation Commission to accept a conservation easement on 40 acres as a donation in northeast Richland County near Blythewood in the Twenty-Five Mile Creek Watershed in order to protect a valuable floodplain, natural resources, water quality, wildlife, and preserve valuable open space.

B. Background / Discussion

Joye Mullis, 1325 Mullis Road, Blythewood, SC 29016, has made a formal application to the Conservation Commission to help protect his valuable natural resources, wetlands, wildlife, and maintain the rural integrity of the landscape. This land is currently managed for timber, wildlife, and scenic beauty. The property is a critical segment of the Twenty-Five Mile Creek Watershed which offers a buffer corridor along a critical perennial stream. The Conservation Commission recommends fair compensation for this easement in Richland County. The property faces development pressures to be converted to high density sub-divisions. The property is located in County Council District #2. The Mullis Family would like to contribute to a new conservation image for their community and protect this stream corridor. We salute their partnership and conservation values.

C. Financial Impact

The Conservation Commission voted unanimously to make this easement request to County Council as a private donation for tax benefits with fair compensation of \$40,000. The Conservation Commission has current funding available for this easement. The appraisal shows a conservation value over \$200,000. The landowner is donating a large percentage of the appraised easement value of which some may be captured by tax incentives. We consider this agreement to be beneficial to both parties and it meets the goals of Richland County in a true volunteer partnership. The indirect benefits and cost to Richland County will be less storm water issues, improved water quality, and preserving wildlife and valuable green space in Twenty Five Mile Creek Watershed.

D. Alternatives

1. **Approve the request** to accept the conservation easement in perpetuity will protect valuable natural resources and preserve green space for all citizens. Accepting this easement benefits our communities and sets an example of volunteer partnership with landowners.
2. Do not approve will allow high density development, reduce green space, remove wildlife habitat, and change our rural landscape character forever.

E. Recommendation

"It is recommended that Council approve the request to accept this conservation easement on 40 acres owned by Joye Mullis.

Recommended by:	Department:	Date:
Carol Kososki, Chair Jim Wilson, Program Manager	Conservation Commission Richland County	9-26-2010

F. Reviews

(Please **SIGN** your name, ✓ the appropriate box, and support your recommendation before routing. Thank you!)

Finance

Reviewed by: Daniel Driggers	Date: 10/15/10
✓ Recommend Council approval	<input type="checkbox"/> Recommend Council denial
Comments regarding recommendation: Recommendation is only that funds are available in the budget as noted	

Legal

Reviewed by: Larry Smith	Date:
✓ Recommend Council approval	<input type="checkbox"/> Recommend Council denial
Comments regarding recommendation:	

Administration

Reviewed by: Sparty Hammett	Date: 10/19/10
✓ Recommend Council approval	<input type="checkbox"/> Recommend Council denial
Comments regarding recommendation:	

CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT ("Easement") granted this ** day of December, 2010, by Joye A. Mullis having an address 1325 Mullis Rd, Blythewood, SC 29016 to Richland County, ("Grantee").

WITNESSETH:

Grantor is the owner of certain real property in Richland County, South Carolina known as the Mullis Home Place consisting of approximately 40 acres more particularly described on Attachment A.

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

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

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

- . The preservation of open space for the scenic enjoyment of the general public.
- . The furtherment of the South Carolina Conservation Easement Act, 27-8-10 et seq authorizes the acquisition of conservation easements by local governments.
- . The fulfillment of the goals of Richland County Comprehensive Plan, as adopted in 2003.
- . The fulfillment of the goals of The Richland County Conservation Commission which has identified lands of importance to the community's agricultural heritage as a pressing need.
- . The contribution to the Richland County Greenway Program identified as a policy priority by the Richland County Council as indicated by its adoption in the Greenway Plan for Richland County

The preservation of land of historic importance to Richland County because of its relationship to the agrarian past and historic development of the community.

The preservation of water quality related to the provision of buffering the 25 Mill Creek Watershed from development and the furtherment of the buffering policy enacted by County Council.

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

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

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

THEREFORE, in consideration of \$40,000 and other good and valuable consideration, receipt of which is hereby acknowledged, pursuant to Section 170(h) of the Code and section 27-8-10 et seq. of South Carolina Code of Laws of 1976, as amended; Grantor does hereby voluntarily grant and convey unto the Grantee, a preservation and conservation easement in gross in perpetuity over the Protected Property, owned by the Grantor, and more particularly described as:

Richland County Tax Map Number 20800-02-07 or more particularly described in Attachment A

1. Grant of Conservation Easement

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

2. Statement of Purpose

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

purpose of this Easement to protect those values, and no activity which shall significantly impair those values shall be permitted.

3. Rights and Responsibilities Retained by Grantor

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

4. Rights to Use Property for Traditional Purposes

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

5. Right to Privacy

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

6. Right to Use the Property for Customary Rural Enterprises

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

7. Permission of Grantee

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

8. Procedure to Construct Building and Other Improvements

Except as otherwise provided herein, Grantor may undertake construction, reconstruction, or other improvement of the Property only as provided below. Grantor shall advise Grantee prior to undertaking any construction, reconstruction, or other improvement of single-family dwellings or recreational improvements on the Property as permitted herein, so as to enable Grantee to keep its record current.

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

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

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

D) Existing Single-Family Residential Dwellings – All existing single- family residential dwellings may be repaired, reasonably enlarged and replaced at their current locations, which are shown on the Baseline Report.

E) New Single-Family Residential Housing – There may be two (2) new residential dwelling constructed on the Property, with one house allowed on each newly created lot created under Section 11 below, provided that no more than one-half acre of land shall be disturbed for this new construction.

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

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

9. Maintenance and Improvement of Water Sources

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

10. Water Rights

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

11. Subdivision

The Property is currently comprised of the parcel shown on Attachment A, which is all contained on one tax map. Subdivision of the Property, recording of a subdivision plan, partition of the Property, or any other attempt to divide the Property into two or more legal parcels may only be accomplished to create two (2) additional lots, not to exceed one (1) acre, excluding the access, to accomplish the construction of one new residential structure as allowed in section 8(e) above. Upon this subdivision, all provisions of this easement shall apply fully to each newly created lot. Each newly created lot may and shall have access to a public road as mandated by the Richland County subdivision regulations. Further subdivision of the Property, recording of a subdivision plan, partition of the Property, or any other attempt to divide the Property into two or more legal parcels may only be accomplished to create the additional one lot without the permission of Grantee is prohibited

12. Conservation Practices

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

13. Application of Waste Materials

The land application, storage and placement on the Property of domestic septic effluent and municipal, commercial or industrial sewage sludge or liquid generated from such sources for agricultural purposes is prohibited. The use of septic tanks for homes on the three permitted lots described in section 11 is specifically allowable.

14. Forest Management

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

15. Mining

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

16. Paving and Road Construction

Construction and maintenance of unpaved roads that may be reasonably necessary and incidental to carrying out the improvements and uses permitted on the Property by this Easement are permitted. Other than the approved roads and barnyard areas indicated on the Baseline Report, which specifically includes right of ways existing at the time of execution for this document serving home sites on the property, no portion of the Property shall be paved or otherwise covered with concrete, asphalt, or any other impervious paving material, without the permission of Grantee.

17. Hazardous Waste

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

18. Ongoing Responsibilities of Grantor and Grantee

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

- (a) Taxes – Grantor shall be solely responsibility for payment of all taxes and assessments levied against the Property. If Grantee is ever required to pay any taxes or assessments on its interest in the Property, Grantor will reimburse Grantee for the same.
- (b) Upkeep and Maintenance – Grantor shall be solely responsible for the upkeep and maintenance of the Property, to the extent required by law. Grantee shall have no obligation for the upkeep or maintenance of the Property.
- (c) Liability and Indemnification – Grantor shall indemnify Grantee against, and hold Grantee harmless from, any and all lose, cost, claim, liability, or expense (including reasonable attorneys' fee) arising from or with respect to the Property, unless due to the gross negligence or willful misconduct of Grantee.

19. Extinguishment of Development Rights

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

20. Enforcement

Grantee shall have the right to enter upon the Property upon reasonable advance notice to Grantor for the purpose of inspecting for compliance with the terms of this Easement. If Grantee determines that a violation of this Easement has occurred, Grantee shall so notify Grantor, giving Grantor thirty (30) days to cure the violation. A right of access is hereby created on behalf of grantee to perform such monitoring duties as provided for in this conservation easement.

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

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

(a) Money damages, including damages for loss of the conservation values protected by this Easement; and

(b) Restoration of the Property to its condition existing prior to such violation

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

21. Transfer of Easement

Grantee shall have the right to transfer this Easement to any public agency or private nonprofit organization that, at the time of transfer, is a "qualified organization" under Section 170(h) of the Code and under the S.C. Conservation Easement, provided the transferee expressly agrees to assume the responsibility imposed on Grantor by this Easement.

22. Transfer of Property

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

23. Amendment of Easement

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

24. Extinguishment

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

25. Proceeds

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

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

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

26. Interpretation

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

27. Successors

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

28. Severability

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

29. Notices

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

To Grantor:
Joye Mullis

1325 Mullis Road
Blythewood, SC 29016

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

30. Grantor's Title Warranty

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

31. Subsequent Liens on Property

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

32. Subsequent Encumbrances

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

33. Other Applicable Laws and Regulations

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

34. Grantor's Environmental Warranty

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

34. Perpetuation of Easement

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

35. Acceptance

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

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

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

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

Granted

Witness:

Joye A. Mullis

Acknowledgments

County of Richland
State of South Carolina,

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

Notary Public (SEAL)

My commission expires:

Accepted:

Accepted

Witness:

Council

Richland County

By _____

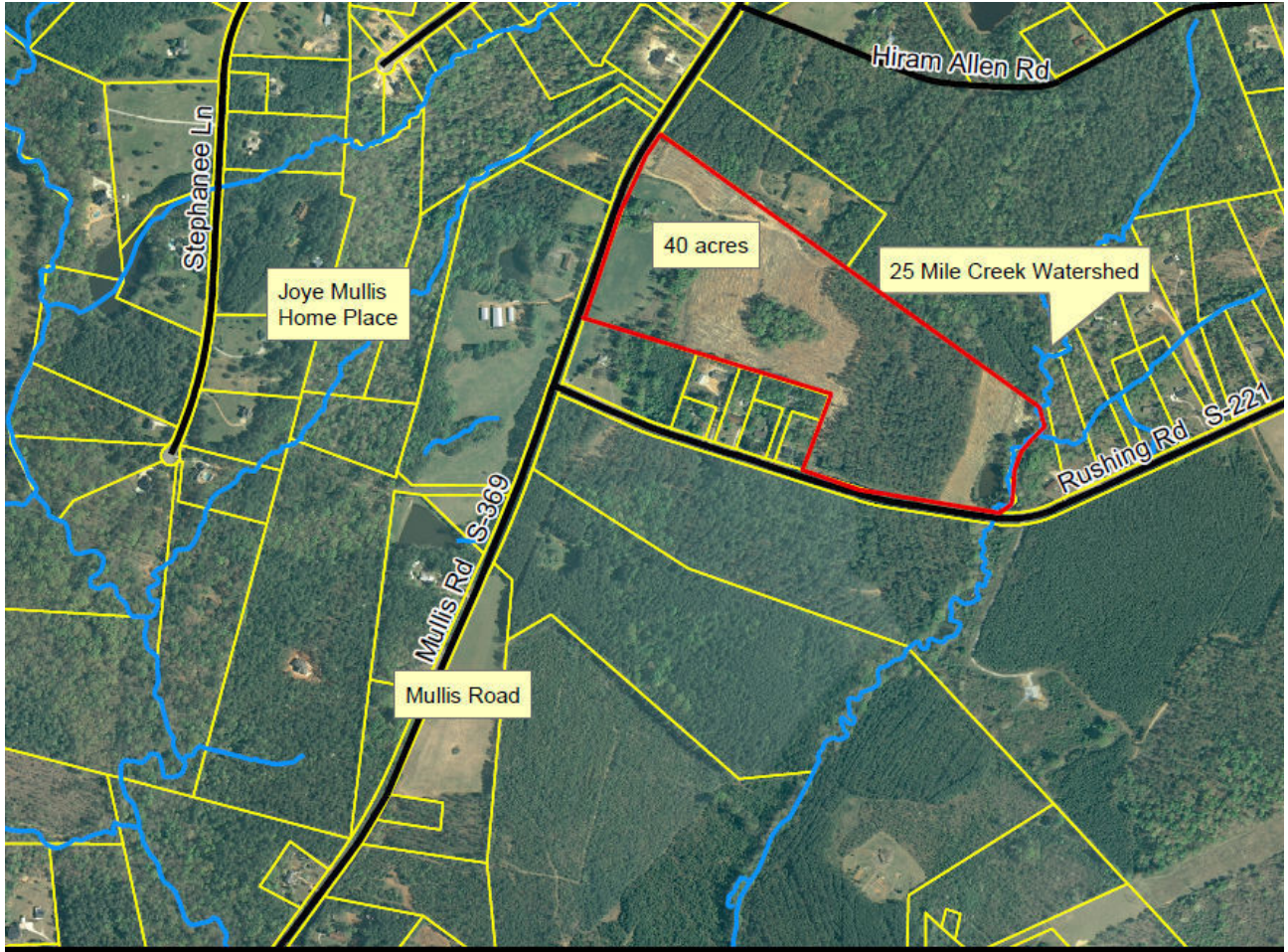
Acknowledgments

County of Richland
State of South Carolina,

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

Notary Public (SEAL)
My commission expires:

ATTACHMENT A



Richland County Council Request of Action

Subject

Nicholson Conservation Easement Donation [pages 134-148]

Reviews

Richland County Council Request of Action

Subject: Nicholson Conservation Easement Donation

A. Purpose

County Council is requested by the Conservation Commission to accept a conservation easement on 118 acres as a donation in Lower Richland County near Hwy 378 and US 601 in the Wateree River Corridor in order to protect a valuable floodplain, natural resources, water quality, wildlife, historic features, and preserve valuable open space.

B. Background / Discussion

Sarah Mayre Nicholson, 429 Haynsworth Road, Sumter, SC 29150, has made a formal application to the Conservation Commission to help protect her valuable natural resources, wetlands, wildlife, and maintain the rural integrity of the landscape. The property buffers the historic Laurelwood Plantation homesite which is also under protected easement with Palmetto Historic Trust. This land is currently managed for timber, wildlife, and scenic beauty. The property is a critical segment of the Colonel's Creek Watershed and floodplain which offers a buffer corridor along a critical perennial stream. The Conservation Commission recommends fair compensation for this easement in Richland County. The property faces future development pressures to be converted to high density sub-divisions. The property is located in County Council District #10. The Nicholson Family would like to contribute to a new conservation image for their community and protect this stream corridor and family heritage. We salute their partnership and conservation values.

C. Financial Impact

The Conservation Commission voted unanimously to make this easement request to County Council as a private donation for tax benefits with fair compensation of \$80,000. The Conservation Commission has current funding available for this easement. The appraisal shows a land value of \$427,000. The landowner is donating a large percentage of the appraised easement value of which some may be captured by tax incentives. We consider this agreement to be beneficial to both parties and it meets the goals of Richland County in a true volunteer partnership. The indirect benefits and cost to Richland County will be less storm water issues, improved water quality, and preserving wildlife and valuable green space in a floodplain area of the Wateree River.

D. Alternatives

1. **Approve the request** to accept the conservation easement in perpetuity will protect valuable natural resources and preserve green space for all citizens. Accepting this easement benefits our communities and sets an example of volunteer partnership with landowners.
2. Do not approve will allow high density development, reduce green space, remove wildlife habitat, and change our rural landscape character forever.

E. Recommendation

"It is recommended that Council approve the request to accept this conservation easement on 118 acres owned by Sarah Nicholson.

Recommended by:	Department:	Date:
Carol Kososki, Chair Jim Wilson, Program Manager	Conservation Commission Richland County	9-27-2010

F. Reviews

(Please **SIGN** your name, ✓ the appropriate box, and support your recommendation before routing. Thank you!)

Finance

Reviewed by: Daniel Driggers	Date: 10/15/10
✓ Recommend Council approval	<input type="checkbox"/> Recommend Council denial
Comments regarding recommendation: recommendation based on only on funding availability	

Legal

Reviewed by: Larry Smith	Date:
✓ Recommend Council approval	<input type="checkbox"/> Recommend Council denial
Comments regarding recommendation:	

Administration

Reviewed by: Sparty Hammett	Date: 10/19/10
✓ Recommend Council approval	<input type="checkbox"/> Recommend Council denial
Comments regarding recommendation:	

CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT ("Easement") granted this day of September, 2010 by Sarah Maye Nicholson having an address as 429 Haynsworth Road Sumter, SC 29150 to Richland County, ("Grantee").

WITNESSETH:

Grantor is the owner of certain real property in Richland County, South Carolina more particularly described on Attachment A.

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

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

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

- . The furtherment of the South Carolina Conservation Easement Act, 27-8-10 et seq authorizes the acquisition of conservation easements by local governments;
- . The fulfillment of the goals of Richland County Town and Country Comprehensive Plan, as adopted in 2003, including the protection of quality of life which this easement fulfills by providing an undeveloped buffer to a traditional communities of the County.
- . The fulfillment of the goals of The Richland County Conservation Commission which has identified lands of importance to the community's continued preservation of historic properties.
- . The protection of a property listed on the National Register of historic places, known as Laurelwood, for which this property is party of such property and its protection will provide a buffer to the historic homestead identified in the baseline report.
- . The preservation of land of historic importance to Richland County because of its relationship to the agrarian past and historic development of the community.

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

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

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

THEREFORE, in consideration of \$80,000 and other good and valuable consideration, receipt of which is hereby acknowledged, pursuant to Section 170(h) of the Code and section 27-8-10 et seq. of South Carolina Code of Laws of 1976, as amended; Grantor does hereby voluntarily grant and convey unto the Grantee, a preservation and conservation easement in gross in perpetuity over the Protected Property, owned by the Grantor, and more particularly described as:

Approximately 118 acres described as Richland County Tax Map Number R35200-04-10, such parcel being more particularly described in Attachment A

1. Grant of Conservation Easement

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

2. Statement of Purpose

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

3. Rights and Responsibilities Retained by Grantor

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

4. Rights to Use Property for Traditional Purposes

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

5. Right to Privacy

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

6. Right to Use the Property for Customary Rural Enterprises

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

7. Permission of Grantee

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

8. Procedure to Construct Building and Other Improvements

Except as otherwise provided herein, Grantor may undertake construction, reconstruction, or other improvement of the Property only as provided below. Grantor shall advise Grantee prior to undertaking any construction, reconstruction, or other improvement of single-family dwellings or recreational improvements on the Property as permitted herein, so as to enable Grantee to keep its record current.

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

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

C) New Ancillary Structures & Improvements – New ancillary building and other structures and improvements to be used primarily for ancillary or agricultural purposes may be built on the Property with the permission of the Grantee.

D) New Single Family Residential Dwelling - There shall be may be three new residential buildings constructed on the property with one (1) dwelling allowed on each of the lots created under the provisions of Section 11 below.

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

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

9. Maintenance and Improvement of Water Sources

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

10. Water Rights

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

11. Subdivision

The Property is currently comprised of the parcel shown on Attachment A, which is all contained on one tax map. The Property may be subdivided to create three (3) new lots of one acre each provided that lot must comply with the provisions of this conservation easement.

12. Conservation Practices

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

13. Application of Waste Materials

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

14. Forest Management

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

15. Mining

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

16. Paving and Road Construction

Construction and maintenance of unpaved roads that may be reasonably necessary and incidental to carrying out the improvements and uses permitted on the Property by this Easement are permitted. Other than the approved roads, no portion of the Property shall be paved or otherwise covered with concrete, asphalt, or any other impervious paving material, without the permission of Grantee. Road access is permitted to the three (3) future housesites with required access to a public road according to Richland County codes.

17. Hazardous Waste

No waste, or radioactive or hazardous waste, shall be placed, stored, dumped, buried, or permitted to remain on the Property. This provision excludes those deposits directly related to and confined within in the area used for the Grantor's personal firearms range. Such facility will remain active and maintained using Best Management Practices for facilities of such personal scope and usage.

18. Ongoing Responsibilities of Grantor and Grantee

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

- (a) Taxes – Grantor shall be solely responsibility for payment of all taxes and assessments levied against the Property. If Grantee is ever required to pay any taxes or assessments on its interest in the Property, Grantor will reimburse Grantee for the same.
- (b) Upkeep and Maintenance – Grantor shall be solely responsible for the upkeep and maintenance of the Property, to the extent required by law. Grantee shall have no obligation for the upkeep or maintenance of the Property.
- (c) Liability and Indemnification – Grantor shall indemnify Grantee against, and hold Grantee harmless from, any and all lose, cost, claim, liability, or expense (including reasonable attorneys' fee) arising from or with respect to the Property, unless due to the gross negligence or willful misconduct of Grantee.

19. Extinguishment of Development Rights

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

20. Enforcement

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

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

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

(a) money damages, including damages for loss of the conservation values protected by this Easement; and

(b) restoration of the Property to its condition existing prior to such violation

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

21. Transfer of Easement

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

22. Transfer of Property

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

23. Amendment of Easement

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

24. Extinguishment

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

25. Proceeds

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

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

26. Interpretation

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

27. Successors

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

28. Severability

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

29. Notices

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

To Grantor:
Sarah Nicholson
469 Haynsworth Street
Sumter, SC 29150

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

30. Grantor's Title Warranty

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

31. Subsequent Liens on Property

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

32. Subsequent Encumbrances

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

33. Other Applicable Laws and Regulations

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

34. Grantor’s Environmental Warranty

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

34. Perpetuation of Easement

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

35. Acceptance

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

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

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

Witness:

Sarah Nicholson

Accepted:

Witness:

Council

Richland County

By _____

Acknowledgments

County of Richland
State of South Carolina,

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

Notary Public (SEAL)
My commission expires:

County of Richland)
State of South Carolina)

Acknowledgments

County of Richland)
State of South Carolina,

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

Notary Public (SEAL)
My commission expires:

Notary Public (SEAL)
My commission expires:

ATTACHMENT A
PROPERTY DESCRIPTION



Richland County Council Request of Action

Subject

Reduction in Hospitality Tax from 2% to 1.5% [pages 150-154]

Reviews

Richland County Council Request of Action

Subject: Reduction in Hospitality Tax from 2% to 1.5%

A. Purpose

County Council is requested to consider the reduction of Hospitality Tax to 1.5%.

B. Background / Discussion

Richland County Council adopted the Hospitality Tax on May 6, 2003. Council set the rate at 2% in unincorporated areas of the county, and 1% in the municipalities that elected to not collect the Hospitality Tax (Irmo and Eastover). The rates are provided for per State Statute:

SECTION 6-1-720. Imposition of local hospitality tax.

(A) A local governing body may impose, by ordinance, a local hospitality tax not to exceed two percent of the charges for food and beverages. However, an ordinance imposing the local hospitality tax must be adopted by a positive majority vote. The governing body of a county may not impose a local hospitality tax in excess of one percent within the boundaries of a municipality without the consent, by resolution, of the appropriate municipal governing body.

On March 17, 2009 and April 21, 2009, respectively, Council gave third reading approval to ordinances temporarily suspending the collection of 1% of the Hospitality Tax, and reinstating the mass transit portion of the road maintenance fee, effective July 1, 2009.

The mass transit fee (\$10 for private vehicles and \$15 for commercial vehicles) is scheduled to expire June 30, 2011, unless Council directs otherwise.

The Hospitality Tax 1% suspension is scheduled to expire June 30, 2011, unless Council directs otherwise. This means that the Hospitality Tax would revert to 2% on July 1, 2011.

At the September 21, 2010 Council Meeting, the following motion was made:

I move that Council reduce the hospitality tax by ½ penny. [Hutchinson]:
Forwarded to the October A&F Committee.

An ordinance amendment reflecting this motion by Council member Hutchinson is attached below for your convenience. It is at this time that this item is before the A&F Committee for consideration and recommendation.

C. Financial Impact

The Hospitality Tax FY 10 approved budget was \$2,165,000, and the FY 11 Hospitality Tax approved budget is \$2,400,000.

The Hospitality Tax 1% suspension is scheduled to expire June 30, 2011, which would revert the Hospitality Tax to 2% on July 1, 2011, unless Council directs otherwise.

If the motion by Council member Hutchinson was approved via ordinance, collections would be less than if the motion was not approved.

D. Alternatives

1. Approve the request by Council member Hutchinson, and recommend first reading approval of the attached ordinance.
2. Do not approve the request by Council member Hutchinson.

E. Recommendation

I move that Council reduce the hospitality tax by ½ penny.

Recommended by: Council member Hutchinson, September 21, 2010

F. Reviews

(Please ***SIGN*** your name, ✓ the appropriate box, and support your recommendation before routing. Thank you!)

Finance

Reviewed by: Daniel Driggers Date: 10/13/10

Recommend Council approval Recommend Council denial
 Comments regarding recommendation: No recommendation this is a policy decision for Council. Approval to amend the rate and maintain the same funding level would require the continued use of fund balance. FY11 budget is \$4.4m with a \$2m use of fund balance. At 1.5% the current budget level would require the use of approximately \$800k of fund balance annually. The current estimated undesignated fund balance is \$3.2m.

Legal

Reviewed by: Larry Smith Date:

Recommend Council approval Recommend Council denial
 Comments regarding recommendation: No recommendation, this is a policy decision of Council.

Administration

Reviewed by: Tony McDonald Date: 10/21/10

Recommend Council approval Recommend Council denial
 Comments regarding recommendation: A Hospitality Tax rate of 1.5% would not fund the County’s obligations under the current budget. An appropriation of fund balance, therefore, would be required if the budget is to remain at the current level.

Use of fund balance is fine for one time expenditures; however, it is not recommended for annual recurring operations because the funds will eventually be depleted. According to the Finance Director, with the Hospitality Tax rate set at 1.5%, an \$800,000 annual expenditure of fund balance would be required to maintain the current budget level. At this rate of expenditure, the current fund balance of \$3.2 million would be spent in its entirety in four years. Therefore, it is recommended that the Hospitality Tax rate not be reduced to 1.5% unless the Council is willing to reduce current budget obligations to match the revenue that the 1.5% would generate.

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ____-10HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 23, TAXATION; ARTICLE VI, LOCAL HOSPITALITY TAX; SECTION 23-66; SO AS TO REDUCE THE HOSPITALITY TAX FROM TWO PERCENT (2%) TO ONE AND ONE-HALF PERCENT (1½ %).

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

SECTION I. The Richland County Code of Ordinances, Chapter 23, Taxation; Article VI, Local Hospitality Tax; Section 23-66; is hereby amended to read as follows:

Sec. 23-66. Local hospitality tax.

A local hospitality tax is hereby imposed on the sales of prepared meals and beverages sold in establishments within the incorporated municipalities and the unincorporated areas of the county. The local hospitality tax shall be in an amount equal to ~~two percent (2%)~~ one and one-half percent (1½ %) of the gross proceeds of sales of prepared meals and beverages sold in establishments located within the unincorporated areas of the county and within the boundaries of the incorporated municipalities which have consented, by resolution adopted by their governing body, to the imposition of the local hospitality tax in the amount of ~~two percent (2%)~~ one and one-half percent (1½ %). The local hospitality tax shall be in an amount equal to one percent (1%) of the gross proceeds of sales of prepared food and beverages sold in establishments located within the boundaries of the incorporated municipalities within the county which do not give their consent to the imposition of the local hospitality tax. Provided, however, the county shall not impose a local hospitality tax on those municipalities that have adopted a two percent (2%) local hospitality tax prior to July 1, 2003. Effective July 1, 2009 through June 30, 2011, the county shall temporarily reduce the local hospitality tax to one percent (1%) of the gross proceeds of sales of prepared meals and beverages sold in establishments located within the unincorporated areas of the county. This temporary suspension shall not affect the hospitality tax rates within the boundaries of any incorporated municipality.

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

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

SECTION IV. Effective Date. This ordinance shall be enforced from and after _____, 2010.

RICHLAND COUNTY COUNCIL

By: _____
Paul Livingston, Chair

Attest this _____ day of _____, 2010.

Michielle R. Cannon-Finch
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

Richland County Council Request of Action

Subject

Troutman-Ganus Conservation Easement Donation [pages 156-170]

Reviews

Richland County Council Request of Action

Subject: Troutman-Ganus Conservation Easement Donation

A. Purpose

County Council is requested by the Conservation Commission to accept a conservation easement on 23 acres as a donation in northwest Richland County near Broad River in the Wateree Creek Watershed in order to protect a valuable natural resources, water quality, wildlife, and preserve valuable open space.

B. Background / Discussion

Roger Troutman and Mildred Ganus have made a formal application to the Conservation Commission to help protect their valuable natural resources, wetlands, wildlife, and maintain the rural integrity of the landscape. This land is currently managed for timber, wildlife, and scenic beauty. The property is a critical segment of the Wateree Creek Watershed which offers a buffer corridor along a critical perennial stream. The Conservation Commission recommends fair compensation for this easement in Richland County. The property faces development pressures to be converted to high density sub-divisions. The property is located in County Council District #1. This legacy family would like to contribute to a new conservation image for the Spring Hill Community and protect this stream corridor. We salute their partnership and conservation values.

C. Financial Impact-

The Conservation Commission voted unanimously voted to make this easement request to County Council as a private donation for tax benefits with fair compensation of \$23,000. The Conservation Commission has current funding available for this easement. The appraisal shows a land value over \$180,000. The landowner is donating a large percentage of the appraised easement value of which some may be captured by tax incentives. We consider this agreement to be beneficial to both parties and it meets the goals of Richland County in a true volunteer partnership. The indirect benefits and cost to Richland County will be less storm water issues, improved water quality, and preserving wildlife and valuable green space in the Spring Hill Area of Broad River.

D. Alternatives

1. **Approve the request** to accept the conservation easement in perpetuity will protect valuable natural resources and preserve green space for all citizens. Accepting this easement benefits our communities and sets an example of volunteer partnership with landowners.
2. Do not approve will allow high density development, reduce green space, remove wildlife habitat, and change our rural landscape character forever.

E. Recommendation

"It is recommended that Council approve the request to accept this conservation easement on 23 acres owned by Roger Troutman and Mildred Ganus.

Recommended by:	Department:	Date:
Carol Kososki, Chair Jim Wilson, Program Manager	Conservation Commission Richland County	9-26-2010

F. Reviews

(Please ***SIGN*** your name, the appropriate box, and support your recommendation before routing. Thank you!)

Finance

Reviewed by: Daniel Driggers	Date: 10/15/10
<input checked="" type="checkbox"/> Recommend Council approval	<input type="checkbox"/> Recommend Council denial
Comments regarding recommendation: Funds are available as stated	

Legal

Reviewed by: Larry Smith	Date:
<input checked="" type="checkbox"/> Recommend Council approval	<input type="checkbox"/> Recommend Council denial
Comments regarding recommendation:	

Administration

Reviewed by: Sparty Hammett	Date: 10/19/10
<input checked="" type="checkbox"/> Recommend Council approval	<input type="checkbox"/> Recommend Council denial
Comments regarding recommendation:	

CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT ("Easement") granted this _____ day of December, 2010; by Roger Troutman and Mildred Ganus having an address of 1132 Old Hilton Road Chapin, SC 29036 to Richland County, ("Grantee").

WITNESSETH:

Grantors are the owners of approximately 23 acres in Richland County, South Carolina more particularly described on Attachment A which will be surveyed in two parcels.

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

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

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

- . The furtherment of the South Carolina Conservation Easement Act, 27-8-10 et seq authorizes the acquisition of conservation easements by local governments;
- . The fulfillment of the goals of Richland County Town and Country Comprehensive Plan, as adopted in 2003, including the protection of quality of life which this easement fulfills by providing an undeveloped buffer to a traditional communities of the County.
- . The fulfillment of the goals of The Richland County Conservation Commission which has identified lands of importance to the community's continued high water quality as a pressing need, with the preservation of this land on a perennial stream in the Wateree Creek Watershed will help to fulfill.
- . The fulfillment of the Spring Hill Conservation Plan, prepared by The Richland County Planning Commission and adopted by the Richland County Council July 7, 2009 to recommend and support land preservation in Northwestern Richland County.
- . The preservation of land of historic importance to Richland County because of its relationship to the agrarian past and historic development of the community, and the preservation of prime farmland soils and lands of 18% critical slope as identified by the U.S. Department of Agriculture and located on the protected property.

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

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

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

THEREFORE, in consideration of \$23,000 and no cents and other good and valuable consideration, receipt of which is hereby acknowledged, pursuant to Section 170(h) of the Code and section 27-8-10 et seq. of South Carolina Code of Laws of 1976, as amended; Grantors does hereby voluntarily grant and convey unto the Grantee, a preservation and conservation easement in gross in perpetuity over the Protected Property, owned by the Grantors, and more particularly described as:

Approximately 23 acres listed as Richland County Tax Map # TMS01700-10-22 and #TMS01700-10-04 in Richland County, South Carolina.

1. Grant of Conservation Easement

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

2. Statement of Purpose

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

3. Rights and Responsibilities Retained by Grantors

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

4. Rights to Use Property for Traditional Purposes

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

5. Right to Privacy

Grantors retain the right to privacy and the right to exclude any member of the public from trespassing on the Property.

6. Right to Use the Property for Customary Rural Enterprises

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

7. Permission of Grantee

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

8. Procedure to Construct Building and Other Improvements

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

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

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

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

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

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

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

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9. Maintenance and Improvement of Water Sources

Grantors maintains the rights to use, maintain, establish, construct, and improve water sources, water courses and water bodies within the Property for the uses permitted by this Easement, provided that Grantors does not significantly impair or disturb the natural course of the surface water drainage or runoff flowing over the Property. Grantors may alter the natural flow of water over the Property in order to improve drainage or agricultural soils, reduce soil erosion, or improve the agricultural or forest management potential of the Property, provided such alteration is consistent with the conservation purposes of this Easement and are carried out in accordance with law. Grantor may construct one (1) pond of not more than one (1) acre.

10. Water Rights

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

11. Subdivision

The Property will be comprised of two parcels as shown in Attachment A. The property may be subdivided to create one (1) new parcel each of not more than two (2) acres each excluding road right of way provided that access to a public road is created as mandated in Richland County Subdivision regulations.

12. Conservation Practices

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

13. Application of Waste Materials

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

14. Forest Management

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

15. Mining

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

16. Paving and Road Construction

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

17. Hazardous Waste

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

18. Ongoing Responsibilities of Grantors and Grantee

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

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

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

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

19. Extinguishment of Development Rights

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

20. Enforcement

Grantee shall have the right to enter upon the Property upon reasonable advance notice to Grantors for the purpose of inspecting for compliance with the terms of this Easement. A permanent

easement granting access to the protected property by the Grantee for the right of inspection is hereby granted and such right of access shall be included with all future transfers of the property. If Grantee determines that a violation of this Easement has occurred, Grantee shall so notify Grantors, giving Grantors thirty (30) days to cure the violation.

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

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

(a) money damages, including damages for loss of the conservation values protected by this Easement; and

(b) restoration of the Property to its condition existing prior to such violation

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

21. Transfer of Easement

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

22. Transfer of Property

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

23. Amendment of Easement

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

applicable state statutes or any regulations promulgated pursuant to that law. Any such amendment shall be duly recorded.

24. Extinguishment

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

25. Proceeds

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

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

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

26. Interpretation

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

27. Successors

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

28. Severability

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

29. Notices

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

To Grantors:
Roger Troutman
1132 Old Hilton Road
Chapin, SC 29036

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

30. Grantors' Title Warranty

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

31. Subsequent Liens on Property

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

32. Subsequent Encumbrances

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

33. Other Applicable Laws and Regulations

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

34. Grantors' Environmental Warranty

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

34. Perpetuation of Easement

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

35. Acceptance

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

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

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

Witness:

Roger K. Troutman

Cathy Rae Troutman

Acknowledgments

County of Richland
State of South Carolina,

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

Notary Public (SEAL)
My commission expires:

Accepted:

Witness:

Richland County

Council

By _____

Its

County of Richland)
State of South Carolina)

Acknowledgments

County of Richland)
State of South Carolina,

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

Notary Public (SEAL)
My commission expires:

