

# **RICHLAND COUNTY**

## **REGULAR SESSION**

### **AGENDA**



**TUESDAY OCTOBER 18, 2022**

**6:00 PM**

**COUNCIL CHAMBERS**

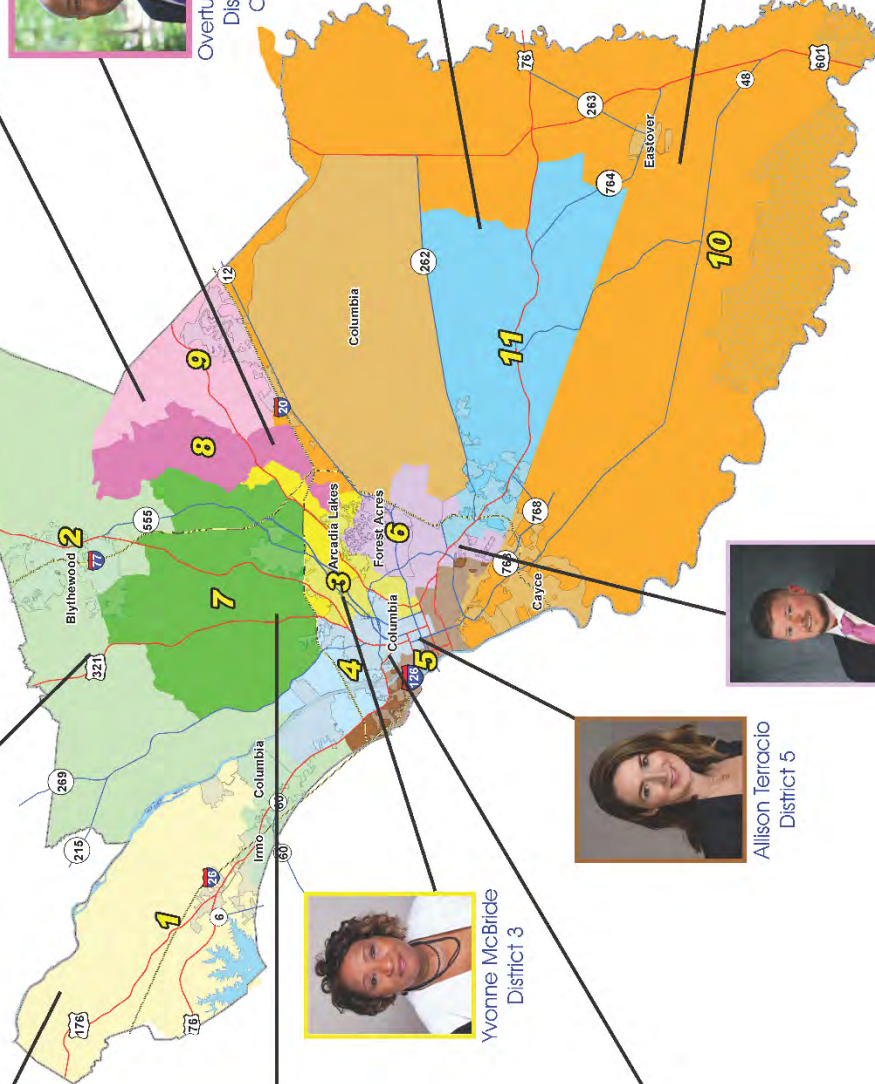
# Richland County Council 2021-2022



Deirek Pugh  
District 2



Bill Malinowski  
District 1



Overture Walker  
District 8  
Chair



Jessica Mackey  
District 9  
Vice Chair



Gretchen Barron  
District 7



Yvonne McBride  
District 3



Chakisse Newton  
District 11



Paul Livingston  
District 4



Allison Terracio  
District 5



Joe Walker, III  
District 6



Cheryl English  
District 10



**Richland County  
Regular Session**

**AGENDA**

October 18, 2022 - 6:00 PM  
Council Chambers  
2020 Hampton Street, Columbia, SC 29204

1. **CALL TO ORDER**

The Honorable Overture Walker,  
Chair Richland County Council

    - a. ROLL CALL
  2. **INVOCATION**

The Honorable Joe Walker
  3. **PLEDGE OF ALLEGIANCE**

The Honorable Joe Walker
  4. **PRESENTATION OF PROCLAMATIONS**
    - a. Family Court Awareness Month Proclamation

The Honorable Gretchen Barron  
The Honorable Jesica Mackey  
The Honorable Yvonne McBride  
The Honorable Derrek Pugh  
The Honorable Cheryl English
    - b. Family Literacy Month Proclamation

The Honorable Gretchen Barron
  5. **PRESENTATION**
    - a. Soil and Water Conservation District Commission  
Annual Report [PAGES 9-23]

J. Kenneth Mullis, Chairman
  6. **APPROVAL OF MINUTES**

The Honorable Overture Walker

    - a. Regular Session: October 4, 2022 [PAGES 24-31]
  7. **ADOPTION OF AGENDA**

The Honorable Overture Walker
  8. **REPORT OF THE ATTORNEY FOR EXECUTIVE  
SESSION ITEMS**

Patrick Wright,  
County Attorney
- After Council returns to open session, council may take action on any item, including any subsection of any section, listed on an executive session agenda or discussed in an executive session during a properly noticed meeting.*
- a. Budget Process and Council Compensation

9. **CITIZEN'S INPUT** The Honorable Overture Walker
- a. For Items on the Agenda Not Requiring a Public Hearing
10. **CITIZEN'S INPUT** The Honorable Overture Walker
- a. Must Pertain to Richland County Matters Not on the Agenda (Items for which a public hearing is required or a public hearing has been scheduled cannot be addressed at this time.)
11. **REPORT OF THE COUNTY ADMINISTRATOR** Leonardo Brown,  
County Administrator
- a. Coronavirus Update
- b. Allen University Property Request - 1741 Cushman Drive, Columbia, SC 29203
- c. Other Updates
12. **REPORT OF THE CLERK OF COUNCIL** Anette Kirylo,  
Clerk of Council
- a. Proposed 2023 Council Meeting Dates [PAGES 32-33]
- b. Institute of Government and SCAC County Council Coalition: October 19-20, 2022
13. **REPORT OF THE CHAIR** The Honorable Overture Walker
14. **OPEN / CLOSE PUBLIC HEARINGS** The Honorable Overture Walker
- a. Authorizing the expansion of the boundaries of an industrial park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of an infrastructure credit agreement to provide for infrastructure credits to SE Forest Acres LLC, a company previously identified as Project Bulldog; and other related matters
15. **APPROVAL OF CONSENT ITEMS** The Honorable Overture Walker
- a. 22-007MA  
Lucky Detty  
RM-HD to OI (.231 Acres)  
116 Beatty Downs Road  
TMS# R06106-01-39 [THIRD READING] [PAGES 34-35]

**16. THIRD READING ITEMS**

The Honorable Overture Walker

- a. Authorizing the expansion of the boundaries of an industrial park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of an infrastructure credit agreement to provide for infrastructure credits to SE Forest Acres LLC, a company previously identified as Project Bulldog; and other related matters  
**[PAGES 36-58]**

**17. SECOND READING ITEMS**

The Honorable Overture Walker

- a. 22-006MA  
Jared Munneke  
GC/M-1/RU/RM-HD to RM-HD (74.28 Acres)  
End of Idlewilde Boulevard and Barnes Street  
TMS# R11111-01-02, 54 & 55, R11114-01-02 & 13  
**[PAGES 59-60]**
- b. Developing a multi-county park with Fairfield County; authorizing the execution and delivery of an agreement governing the multi-county park; authorizing the inclusion of certain property located in Richland County in the multi-county park; authorizing the execution of an intergovernmental agreement; and other related matters  
**[PAGES 61-86]**

**18. FIRST READING ITEMS**

The Honorable Overture Walker

- a. An Ordinance Amending the Richland County Code of Ordinances, Chapter 2, Administration; Article II, County Council; Section 2-14, Compensation of Council Members; so as to reflect the new annual salary for County Council **[PAGES 87-88]**

**19. REPORT OF RULES & APPOINTMENTS COMMITTEE**

The Honorable Gretchen Barron

- a. NOTIFICATION OF VACANCIES **[PAGES 89-90]**
  - 1. a. Accommodations Tax Committee – Seven (7) Vacancies (TWO applicants must have a background in the lodging industry, THREE applicants must have a background in the hospitality industry, ONE (1) applicant must have a cultural background and ONE (1) applicant will fill an At-large seat)
  - b. Airport Commission – One (1) Vacancy (Applicant must reside in the Rosewood, Shandon or Hollywood-Rose Wales Garden neighborhoods)
  - c. Board of Zoning Appeals – Six (6) Vacancies

d. Building Codes Board of Appeals – Nine (9) Vacancies (ONE applicant must be from the Architecture Industry, ONE from the Gas Industry, ONE from the Building Industry, ONE from the Contracting Industry, ONE applicant must be from the Plumbing Industry, ONE applicant must be from the Electrical Industry, ONE applicant must be from the Engineering Industry and TWO from Fire Industry as alternates)

e. Business Service Center Appeals Board – Three (3) Vacancies (ONE applicant must be from the Business Industry and TWO applicants must be CPAs)

f. Community Relations Council – One (1) Vacancy

g. East Richland Public Service Commission – One (1) Vacancy

h. Hospitality Tax Committee – One (1) Vacancy (Applicant must be from the Restaurant Industry)

i. Lexington Richland Alcohol and Drug Abuse Council (LRADAC) – One (1) Vacancy

j. Midlands Workforce Development Board – Six (6) Vacancies (ONE applicant must have a background in Apprenticeship, ONE applicant must have a background in Adult Education, ONE applicant must have a background in Education and THREE applicant must be from the Private Sector)

k. Music Festival Commission – One (1) Vacancy

l. Richland Library Board – Six (6) Vacancies

m. Richland Memorial Hospital Board of Trustees – Six (6) Vacancies

n. Riverbanks Park Commission – One (1) Vacancy

o. Township Auditorium Board – Three (3) Vacancies

p. Transportation Penny Advisory Committee (TPAC) – Three (3) Vacancies

## **20. OTHER ITEMS**

The Honorable Overture Walker

- a. A Resolution to appoint and commission Eugene Jacobs as Code Enforcement Officer for the proper security, general welfare, and convenience of Richland County  
**[PAGE 91]**
- b. A Resolution to appoint and commission James Foust as Code Enforcement Officer for the proper security, general welfare, and convenience of Richland County  
**[PAGE 92]**
- c. EagleView Imagery **[PAGES 93-135]**

**21. EXECUTIVE SESSION**

Patrick Wright,  
County Attorney

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

**22. MOTION PERIOD**

The Honorable Bill Malinowski

- a. MOTION: I move that the 2021 Code be reviewed utilizing the 2005 Code as a base guideline to provide a new code for Richland County. It is noted staff previously stated there were some items that needed changing in the 2005 code and those items should be pointed out for addressing/changing. (For more information briefing document) **[PAGES 136-138]**

**23. ADJOURNMENT**

The Honorable Overture Walker



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





# Richland Soil and Water Conservation District: *Annual Report to Council*

J. Kenneth Mullis, Chairman

October 18, 2022



**Richland Soil and Water  
Conservation District**

S. Dakota, 1936



Texas, 1935



# Origin Story: The Dust Bowl



# What is a SWCD?



# Richland Soil and Water Conservation District



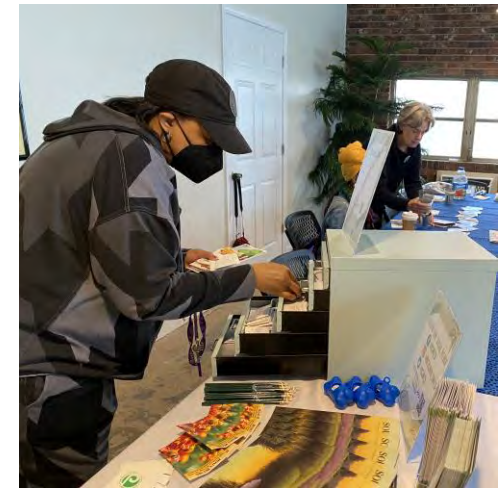
Farmers & Natural  
Resource Professionals



Teachers & Educators



PreK-12 Students



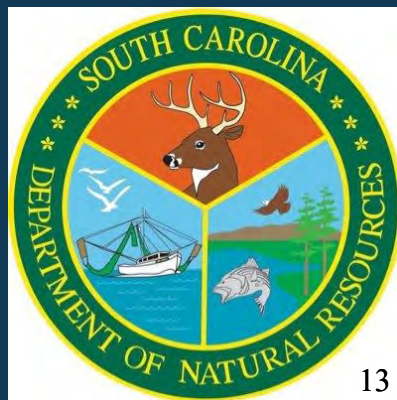
Community

**Mission: The RSWCD promotes the wise use and care of natural resources--with a focus on soil and water--for long-term sustainability.**

# How is RSWCD Funded?

## Cash Operating Budget

- \$15K/year federal (USDA-NRCS)
- \$25K/year state (SC DNR)
- \$18K/year private donations/grants
- TOTAL: \$58K/year



## In-Kind Support

- 2.5 FTE staff (Richland County Conservation Division)
- Overhead costs (Richland County Conservation Division)





# Educational Workshops & Farm Bill Program Support

# Equipment Rental



Crop Roller



No-Till Drill

# Conservation Education Mini-Grants







# Professional Development for Teachers & Educators

# K-12 Classroom Presentations

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**Watershed  
Explorer**



**Supersoil**



**Wonderful Worms**



**Where Would We  
BEE Without  
Pollinators?**

# Conservation Poster Contest

2023: One Water

Entries due April 14, 2023



2021: Healthy Forests = Healthy Communities  
Addison Chamberlain, 8th grade, Longleaf Middle School

2020: Where Would We BEE  
Without Pollinators?  
Sofia Ananyan, 2<sup>nd</sup> grade  
Harmony School



# SC Envirothon





# ADOPT a STREAM

 CENTER for  
WATERSHED  
EXCELLENCE  
Clemson Public Service and Agriculture

 dhec  
Healthy People. Healthy Communities.

## Stream Monitoring Hub



# Sanctuary Seed



Thank you for your support!



**Richland Soil and Water  
Conservation District**



Richland County Council  
REGULAR SESSION  
**MINUTES**  
October 4, 2022 – 6:00 PM  
Council Chambers  
2020 Hampton Street, Columbia, SC 29204

COUNCIL MEMBERS PRESENT: Overture Walker, Chair; Jesica Mackey, Vice-Chair; Bill Malinowski, Derrek Pugh, Yvonne McBride, Allison Terracio, Joe Walker, Gretchen Barron, Overture Walker, Cheryl English and Chakisse Newton

1. **CALL TO ORDER** – Chairman Overture Walker called the meeting to order at approximately 6:00 PM.
2. **INVOCATION** – The Invocation was led by the Honorable Joe Walker.
3. **PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance was led by the Honorable Joe Walker.
4. **PRESENTATION OF PROCLAMATION**
  - a. **Community Planning Month Proclamation** – Ms. Newton, Mr. Malinowski, Ms. Barron, Ms. McBride and Ms. Mackey presented a proclamation recognizing October as Community Planning Month.
  - b. **“Catch the COMET Month” Proclamation** – Ms. Terracio and Mr. O. Walker presented a proclamation recognizing October as “Catch the COMET Month”.
5. **APPROVAL OF MINUTES**

- a. **Regular Session: September 20, 2022** – Mr. Malinowski noted the incorrect minutes were included in the printed agenda packet.

Ms. Anette Kirylo, Clerk to Council, responded a corrected agenda, with the correct minutes, was emailed to Council members on Friday and the agenda published on the County’s website included the correct attachment.

Mr. Malinowski moved to reconsider Item 18 – “Motion Period”: Move to add Juneteenth (Juneteenth National Independence Day) as a Richland County holiday, seconded by Mr. J. Walker.

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, J. Walker, Barron, O. Walker, Mackey, English and Newton

The vote in favor was unanimous.

Mr. Malinowski made a substitute motion that in the future all Federal holidays will be recognized as County holidays, seconded by Ms. Barron.

Ms. Barron stated, for clarification, the substitute motion is inclusive of all Federal holidays.

Ms. McBride noted she cannot always agree with the decisions of the Federal government; therefore, she could not support all holidays the Federal government could come up with.

Mr. Malinowski withdrew the substitute motion.

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, J. Walker, Barron, O. Walker, Mackey, English and Newton

The vote in favor of adding Juneteenth as a County holiday was unanimous.

Ms. Mackey moved to approve the minutes as amended, seconded by Mr. J. Walker.

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October 4, 2022**



In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, J. Walker, Barron, O. Walker, Mackey, English and Newton.

The vote in favor was unanimous.

- b. Zoning Public Hearing: September 27, 2022 – Ms. Barron moved to approve the minutes as distributed, seconded by Ms. Mackey.

Mr. Malinowski noted the documents on pp. 25-31 were not previously a part of an agenda package.

Ms. Kirylo responded those documents were presented to Council during the Zoning Public Hearing.

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, J. Walker, Barron, O. Walker, Mackey, English and Newton

The vote in favor was unanimous.

6. **ADOPTION OF AGENDA** – Ms. Barron requested to add the appointment to Historic Columbia to the Report of the Rules and Appointments Committee.

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

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, J. Walker, Barron, O. Walker, Mackey, English and Newton

The vote in favor was unanimous.

7. **REPORT OF THE ATTORNEY FOR EXECUTIVE SESSION ITEMS** – Mr. Patrick Wright, County Attorney, state the following item is eligible for Executive Session.

- a. Budget Process and Council Compensation
- b. Allen University Property Request – 1741 Cushman Drive, Columbia, SC 29203
- c. Green Street Phase II
- d. Information Technology – Enterprise Resource Planning Software

8. **CITIZENS' INPUT**

- a. For Items on the Agenda Not Requiring a Public Hearing – No one signed up to speak.

9. **CITIZENS' INPUT**

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

1. Pamela Robinson, 1150 Pompey Town Road, Greeleyville, SC 29056

10. **REPORT OF THE COUNTY ADMINISTRATOR** – The County Administrator's Report was given in Executive Session.

11. **REPORT OF THE CLERK OF COUNCIL** – No report was given.

12. **REPORT OF THE CHAIR** – No report was given.

13. **OPEN/CLOSE PUBLIC HEARINGS**

- a. An Ordinance authorizing several easements to Dominion Energy South Carolina, Inc. for the transportation of gas, oil petrol products, or any other liquids, gases, or substances which can be transported through a pipe line; located on property owned by Richland County along Clemson Road; and as is more fully described herein – No one signed up to speak.
- b. Authorizing the expansion of the boundaries of an industrial park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of an infrastructure credit agreement to provide for infrastructure credits to SE Forest Acres LLC, a company previously identified as Project Bulldog; and other related matters – Mr. Livingston moved to defer the public hearing until the October 18<sup>th</sup> Council meeting, seconded by Ms. Newton.

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, J. Wallker, Barron, O. Walker, Mackey, English and Newton

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The vote in favor was unanimous.

- c. Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of a public infrastructure credit agreement to provide for public infrastructure credits to Bullstreet Apartments, LLC, a company previously identified as Project Framework; and other related matters

1. Mr. Bob Coble, 3333 Heyward Street, Columbia, SC 29205

#### 14. **APPROVAL OF CONSENT ITEMS**

- a. 22-007MA, Lucky Detty, RM-HD to OI (.231 Acres), 116 Beatty Downs Road, TMS# R06106-01-39 [SECOND READING]
- b. 22-006MA, Jared Munneke, GC/M-1/RU/RM-HD to RM-HD (74.28 Acres), End of Idlewilde Boulevard and Barnes Street. Councilwoman English requested to remove this item from the Consent Items. Item has been moved to Second Reading now reflected under Minute Item 16. a
- c. Community Planning & Development – Conservation – Historic Columbia Heritage Tourism Marketing Plan

Mr. Malinowski moved to approve the Consent Items, seconded by Mr. J. Walker.

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, J. Walker, Barron, O. Walker, Mackey, English and Newton

The vote in favor was unanimous.

#### 15. **THIRD READING ITEMS**

- a. Authorizing the expansion of the boundaries of an industrial park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of an infrastructure credit agreement to provide for infrastructure credits to SE Forest Acres LLC, a company previously identified as Project Bulldog; and other related matters – Mr. Livingston moved to defer this item until the October 18<sup>th</sup> Council meeting, seconded by Mr. J. Walker.

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, J. Walker, Barron, O. Walker, Mackey, English and Newton

The vote in favor was unanimous.

- b. Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of a public infrastructure credit agreement to provide for public infrastructure credits to Bullstreet Apartments, LLC, a company previously identified as Project Framework; and other related matters – Mr. Livingston moved to approve this item, seconded by Mr. J. Walker.

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, J. Walker, Barron, O. Walker, English and Newton

Recuse: Mackey (due to her parent company representing the company)

The vote in favor was unanimous.

- c. An Ordinance authorizing several easements to Dominion Energy South Carolina, Inc. for the transportation of gas, oil petrol products, or any other liquids, gases, or substances which can be transported through a pipe line; located on property owned by Richland County along Clemson Road; and as is more fully described herein – Ms. Mackey moved to approve this item, seconded by Mr. Joe Walker.

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, J. Walker, Barron, O. Walker, Mackey, English and Newton

The vote in favor was unanimous.

- d. An Ordinance authorizing the levying of ad valorem property taxes which together with the prior year's carryover and other State levies and any additional amount appropriated by the Richland County Council prior to July 1, 2022 will provide sufficient revenues for the operation of Richland County Government during the period from July 1, 2022 through June 20, 2023 – Ms. Mackey moved to approve this item, seconded by Ms. Newton.

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, J. Walker, Barron, O. Walker, Mackey, English and Newton

The vote in favor was unanimous.

**POINT OF PERSONAL PRIVILEGE** – Mr. O. Walker recognized the County Auditor, Paul Brawley, was in the audience.

Mr. Newton moved to reconsider this item, seconded by Ms. Terracio.

Opposed: Malinowski, Pugh, McBride, Livingston, Terracio, J. Walker, Barron, O. Walker, Mackey, English and Newton

The motion for reconsideration failed.

**16. SECOND READING ITEMS**

- a. 22-006MA, Jared Munneke, GC/M-1/RU/RM-HD to RM-HD (74.28 Acres), End of Idlewilde Boulevard and Barnes Street – Ms. English moved to defer this item until the October 18<sup>th</sup> Council meeting, seconded by Ms. Newton.

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, J. Walker, Barron, O. Walker, English and Newton

Recuse: Mackey (due to her parent company representing the applicant)

The vote in favor was unanimous.

**17. REPORT OF THE ADMINISTRATION AND FINANCE COMMITTEE**

- a. Information Technology – Enterprise Resource Planning Software – Mr. Malinowski stated the committee recommended approval of this item.

Ms. Mackey inquired if this item needed to be discussed in Executive Session prior to approval.

Mr. Wright responded, it is his understanding, the matter necessitating Executive Session has been resolved; therefore, the item does not require Executive Session unless Council members have additional questions.

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, J. Walker, Barron, O. Walker, Mackey, English and Newton

The vote in favor was unanimous.

Mr. J. Walker moved to reconsider this item, seconded by Ms. Mackey.

Opposed: Malinowski, Pugh, McBride, Livingston, Terracio, J. Walker, Barron, O. Walker, Mackey, English and Newton

The motion for reconsideration failed.

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

- a. Developing a multi-county park with Fairfield County; authorizing the execution and delivery of an agreement governing the multi-county park; authorizing the inclusion of certain property located in Richland County in the multi-county park; authorizing the execution of an intergovernmental agreement; and other related matters [FIRST READING] – Mr. Livingston stated the committee recommended approval of this item.

In Favor: Malinowski, Pugh, McBride, Livingston, J. Walker, Barron, O. Walker, English and Newton

Opposed: Terracio

Recuse: Mackey (due to her parent company representing the company)

The vote was in favor.

**19. REPORT OF THE RULES AND APPOINTMENTS COMMITTEE**

- a. NOTIFICATION OF APPOINTMENTS

1. Hospitality Tax Committee – Two (2) Vacancies (ONE applicant must be from the Restaurant Industry)

2. Transportation Penny Advisory Committee – Three (3) Vacancies

3. Building Codes Board of Appeals – Nine (9) Vacancies (ONE applicant must be from the Architecture Industry, ONE from the Gas Industry, ONE from the Building Industry, ONE from the Contracting

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Industry. ONE applicant must be from the Plumbing Industry. ONE applicant must be from the Electrical Industry. ONE applicant must be from the Engineering Industry and TWO from the Fire Industry. as alternates – Ms. Barron stated the committee recommended appointing Ms. Tanya Rodriguez-Hodges to the Hospitality Tax Committee and Ms. Christine Keefer to the Transportation Penny Advisory Committee. In addition, the committee recommended re-advertising for the Building Codes Board of Appeals.

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, J. Walker, Barron, O. Walker, Mackey, English and Newton

The vote in favor was unanimous.

4. Employee Grievance – Three (3) Vacancies – Ms. Barron stated the committee recommended re-appointing Ms. Susan Hairston-Hunt and appointing Ms. Tara Smith and Ms. Betty Etheredge.

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, J. Walker, Barron, O. Walker, Mackey, English and Newton

The vote in favor was unanimous.

5. Business Service Center – Four (4) Vacancies (ONE applicant must be from the Business Industry, ONE applicant must be an Attorney and TWO applicants must be CPAs) – Ms. Barron stated the committee recommended appointing Ms. Ruth Nagee to fill the attorney vacancy and re-advertising the remaining vacancies.

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, J. Walker, Barron, O. Walker, Mackey, English and Newton

The vote in favor was unanimous.

6. Board of Assessment Appeals – One (1) Vacancy – Ms. Barron stated the committee recommended appointing Ms. Tasha Thompson.

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, J. Walker, Barron, O. Walker, Mackey, English and Newton

The vote in favor was unanimous.

7. Historic Columbia – One (1) Vacancy – Ms. Barron stated the committee recommended appointing Ms. Lisa Burden.

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, J. Walker, Barron, O. Walker, Mackey, English and Newton

The vote in favor was unanimous.

Ms. Barron noted we have an Internal Audit Committee, which is designed to be led by an Internal Auditor. Currently, we do not have an Internal Auditor on staff. If we are not planning to hire an Internal Auditor, then the Internal Audit Committee needs to be disbanded because it cannot function without having the employee in place.

Mr. Brown responded the Internal Auditor position is designed to be independent of the County Administrator. It would be a collaboration effort led by County Council.

## 20. REPORT OF THE TRANSPORTATION AD HOC COMMITTEE

- a. Dirt Road Package N – Award of Contract – Ms. Mackey stated the committee recommended awarding the contract for Dirt Road Package to the lowest responsive and responsible bidder McClam and Associates, Inc. She noted McClam and Associates did meet an SLBE goal of 19%.

Ms. Newton noted this dirt road package includes Cornell Adams Road.

In Favor: Malinowski, Pugh, McBride, Livingston, Terrace, J. Walker, Barron, O. Walker, Mackey, English and Newton

The vote in favor was unanimous.

- b. Resurfacing Package S – Award of Contract – Ms. Mackey stated the committee recommended awarding the contract to the lowest responsive and responsible bidder, Palmetto Corp. of Conway.

Ms. Barron inquired if anyone from Richland County bid on the resurfacing package.

Mr. Michael Maloney, Public Works Director, responded there were local bidders, but their bids were higher.

Ms. Barron stated anytime we can invest in local businesses we should make every effort to do so. She understands the lowest bid prevails and how procurement works, but as we look at processes in the future, if we could give priority to those businesses who live, work and pay taxes here.

Ms. McBride noted we also need to include diversity and equity in the process. She suggested the Administrator hire an Equity Director and noted there is a way to ensure equity in regards to contracts.

Mr. Wright stated there is a required process, which would potentially include an equity or diversity study, before you can deviant from the lowest responsive bidder.

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, J. Walker, Barron, O. Walker, Mackey, English and Newton

The vote in favor was unanimous.

- c. Wetland Credit Sales – Ms. Mackey stated the committee recommends approving the following four (4) mitigation requests:

1. SCDOT for the US 21 Bridge Replacement Project in Lexington County, SC for 3.17 wetland credits at a rate of \$12,500 per credit;
2. West Fraser, Inc. for a development for 1.08 wetland credits at a rate of \$12,500 per credit;
3. Pointe Grand Columbia, LLC for Powell Road & Technology Circle for 455 stream credits at a rate of \$200 per credit;
4. Jacobs Creek, LLC for Blythewood Farms Phase II for 3.1 wetland credits and 549 stream credits for \$12,500 and \$200 per credit, respectively.

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, J. Walker, Barron, O. Walker, Mackey, English and Newton

The vote in favor was unanimous.

- d. Bull St/Elmwood Avenue Intersection – Award of Contract – Ms. Mackey stated the committee recommends awarding the Bull/Elmwood Intersection Project to CR Jackson, Inc.

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, J. Walker, Barron, O. Walker, Mackey, English and Newton

The vote in favor was unanimous.

Ms. Mackey moved to reconsider Items 20(a) – (d), seconded by Mr. J. Walker.

Opposed: Malinowski, Pugh, McBride, Livingston, Terracio, J. Walker, Barron, O. Walker, Mackey, English and Newton

The motion for reconsideration failed.

## 21. OTHER ITEMS

- a. Allen University Property Request – 1741 Cushman Drive, Columbia, SC 29203 – Mr. Livingston moved to defer this item until after Executive Session, seconded by Mr. J. Walker.

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, J. Walker, Barron, O. Walker, Mackey, English and Newton

The vote in favor was unanimous.

- b. FY23 – District 7 Hospitality Tax Allocations:  
(1) Talented Tenth - \$5,000, (2) Junior League of Columbia - \$20,000 (3) Broad River Business Alliance - \$5,000 (4) Aja Wilson Foundation - \$5,000.

Ms. Barron moved to remove item 21 b (1) and (3) off the agenda and to approve items 21(b)(2) Junior League of Columbia - \$20,000 and (4), Aja Wilson Foundation - \$5,000 seconded by Mr. Pugh.

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, Barron, O. Walker, Mackey, English and Newton

Opposed: J. Walker

The vote was in favor.

Ms. Barron moved to remove Item 21 b (1) Talented Tenth – 5,000 off the agenda, seconded by Pugh.

**Regular Session  
October 4, 2022**

-6-

1. A Resolution to appoint and commission Victor Andre Flemming as a Code Enforcement Officer for the proper security, general welfare and convenience of Richland County – Ms. Barron moved to approve this item, seconded by Ms. Newton.

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, J. Walker, Barron, O. Walker, Mackey, English and Newton

The vote in favor was unanimous.

Mr. Malinowski moved to reconsider Items 21(b) and (c), seconded by Mr. Pugh.

Opposed: Malinowski, Pugh, McBride, Livingston, Terracio, J. Walker, Barron, O. Walker, Mackey, English and Newton

The motion for reconsideration failed.

22. **EXECUTIVE SESSION** – Mr. Livingston moved to go into Executive Session, seconded by Ms. Barron.

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, Barron, O. Walker, Mackey, English and Newton

Opposed: J. Walker

The vote was in favor.

***Council went into Executive Session at approximately 7:08 PM  
and came out at approximately 7:43 PM***

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, J. Walker, Barron, O. Walker, Mackey, English and Newton

The vote in favor was unanimous.

No actions were taken during Executive Session.

- a. Budget Process and Council Compensation – No action was taken.
- b. Allen University Property Request – 1741 Cushman Drive, Columbia, SC 29203 – Ms. McBride moved to authorize the Administrator to approve Allen University's request, seconded by Mr. J. Walker.

In Favor: Malinowski, McBride, Livingston, Terracio, J. Walker, Barron, O. Walker, Mackey, English and Newton

Recuse: Pugh (due to being a staff member at Allen University)

The vote in favor was unanimous.

Mr. J. Walker moved to reconsider this item, seconded by Ms. Terracio.

Opposed: Malinowski, Pugh, McBride, Livingston, Terracio, J. Walker, Barron, O. Walker, Mackey, English and Newton

The motion for reconsideration failed.

- c. Green Street Phase II – No action was taken.

### 23. **MOTION PERIOD**

- a. ~~In order to achieve the purposes of Section 6-29-710 of Richland County Zoning Ordinance; purposes (attached), County Council must continue to have the ability to review rezoning requests on a case by case basis, and not by arbitrarily creating a Land Development Code (LDC) that removes such authority from Council by creating zoning that allows widespread densities.~~

~~Creating a totally new LDC is a drastic action and should not be considered until a full review of the 2005 Comprehensive Plan (CP) is completed to determine what changes may need to be made. Prior to any changes those involved must educate themselves in order to make informed decisions and not a "hurry and get it done" method.~~

~~Richland County's CP was adopted several years ago, and currently 9 of 11 Council Members and 8 of 9~~

**Regular Session  
October 4, 2022**

-7-

Planning Commission members were not here when the previous CP was created.

There is concern the recently adopted LDC does not align with what current Council members want, and public comments made in response to the new LDC have been overwhelmingly negative.

FEMA/DHEC/EPA recently provided a \$200,000 grant for a study to help neighborhoods (especially low-income) prepare to respond to, and recover from, disasters like hurricanes, floods, chemical releases, etc. The study area in Lower Richland has a propensity for flooding, will take place November 4-5, 2022, and provide important information. Implementation of high density zoning and multiplexes as proposed by the new LDC will put that area at even greater risk for disaster and make the information gathered of no help to residents in the area.

The entire county is also hinging on the results which could be jeopardized by the negative effect of the increased densities recommended in the new LDC.

There needs to be critical information on many items the county's consultant did not provide with their recommended LDC. Much of that information was requested in motions previously made but not yet acted on by the Planning Commission. Without the carrying capacity studies previously requested we don't know how many more water lines, sewage plants, police, fire, nor how much more flood control measures will be needed, nor the cost to the County and ultimately to the taxpayer.

Richland County, in partnership with USC and NOAA, is currently conducting a Heat Study within the county. The results of that study should be utilized and placed into the new LDC, and not just state "Best Practices" will cover it. If we say we will use "Best Practices" why bother with any research and not just say the new LDC will follow "Best Practices"?

We need to better understand how action by Council on the LDC will impact constitutional issues like "takings" and State's Right to Farm Act.

The Flint, Michigan water poisoning came as a result of recommending officials and local elected officials skirting necessary studies in making important decisions. This was a horrible tragedy and was found criminal. Officials lost their credibility, their jobs, and some went to prison. It is imperative Richland County be precise as residents deserve it and they have entrusted Council to make sure every effort is made to do it right.

Proper planning is not just about creating high density and building as many homes as you can for the sake of meeting an affordable housing shortage. Residents must know toilet contents have somewhere to go when flushed, clean drinking water will come out of the faucet, when you're suffering a life threatening medical emergency there will be an ambulance within a respectable distance to help and a clear road to get through, that you won't watch your house burn down while fire trucks struggle with traffic on the way, and that you're not desperately clinging to a rooftop watching your neighborhood being viciously swept away due to a flood.

This might sound dramatic, but it's reality. The task at hand is not just rubber stamping a plan that hasn't been given the time or respect it needs, but to provide long, detailed thought and research to arrive at a sound, workable plan.

MOTION: Based on the above, I move the Land Development Code approved in November 2021 be rescinded and replaced with the original 2005 code until a total review of what needs to be corrected in the 2005 code is completed and changes/ recommendations can then be made for a new or updated code [MALINOWSKI]—

Mr. Malinowski withdrew his motion.

19. **ADJOURNMENT** – Mr. J. Walker moved to adjourn, seconded by Ms. Barron.

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, J. Walker, Barron, O. Walker, Mackey, English and Newton

The vote in favor was unanimous.

The meeting adjourned at approximately 7:47 PM.



# Richland County Council

## STATEMENT OF RECUSAL

In accordance with Section 8-13-700(B) [provides in part that no public official, public member or public employee may make, participate in making, or in any way attempt to use their official office, membership or employment to influence a governmental decision in which they, a member of their immediate family, an individual with whom they are associated, or a business with which they are associated has an economic interest.], I hereby recuse myself from all votes, deliberations and other action on the following matter(s):

(Please add agenda item number and description):

14 b Approval of Consent items 22-006MA Jared Munneke  
zoning change request (Second Reading)

REASONS FOR DISQUALIFICATION:

Due to my parent company representing the <sup>applicant</sup> ~~company~~

Jessica Mackey  
Signature

[Signature]  
Signature Clerk of Council

10/4/22  
Date

10/4/22  
Date received by Clerk Dept.





# Richland County Council

## STATEMENT OF RECUSAL

In accordance with Section 8-13-700(B) [*provides in part that no public official, public member or public employee may make, participate in making, or in any way attempt to use their official office, membership or employment to influence a governmental decision in which they, a member of their immediate family, an individual with whom they are associated, or a business with which they are associated has an economic interest.*], I hereby recuse myself from all votes, deliberations and other action on the following matter(s):

(Please add agenda Item number and description):

Regular Session 10.4.2022 items: 13 c (Public hearing)  
and 15 b (Third Reading) for Project Framework

### REASONS FOR DISQUALIFICATION:

Due to my parent company representing the company

Jessica Mackey

Signature

Signature

10/4/22

Date

10/4/22

Date received by Clerk Dept.



# Richland County Council

## STATEMENT OF RECUSAL

In accordance with Section 8-13-700(B) [*provides in part that no public official, public member or public employee may make, participate in making, or in any way attempt to use their official office, membership or employment to influence a governmental decision in which they, a member of their immediate family, an individual with whom they are associated, or a business with which they are associated has an economic interest.*], I hereby recuse myself from all votes, deliberations and other action on the following matter(s):

(Please add agenda item number and description):

17a - Developing a multi-county park with  
Fairfield County (Project Bulldog)

**REASONS FOR DISQUALIFICATION:**

My parent company represents the company  
making request.

Jessica Mackey  
Signature

10-4-2022  
Date

Dmy Clerk of Council  
Signature

10-4-2022  
Date received by Clerk Dept.



# Richland County Council

## STATEMENT OF RECUSAL

In accordance with Section 8-13-700(B) [*provides in part that no public official, public member or public employee may make, participate in making, or in any way attempt to use their official office, membership or employment to influence a governmental decision in which they, a member of their immediate family, an individual with whom they are associated, or a business with which they are associated has an economic interest.*], I hereby recuse myself from all votes, deliberations and other action on the following matter(s):

(Please add agenda item number and description):

Regular Session 10.4.2022 items: 13 b (Public hearing)  
and 15 a (Third Reading) for Project Bulldog

### REASONS FOR DISQUALIFICATION:

Due to my parent company representing the company

Jessica Mackey  
Signature

[Signature]  
Signature

10/4/22  
Date

10/4/2022  
Date received by Clerk Dept.



# Richland County Council

## STATEMENT OF RECUSAL

In accordance with Section 8-13-700(B) [*provides in part that no public official, public member or public employee may make, participate in making, or in any way attempt to use their official office, membership or employment to influence a governmental decision in which they, a member of their immediate family, an individual with whom they are associated, or a business with which they are associated has an economic interest.*], I hereby recuse myself from all votes, deliberations and other action on the following matter(s):

**(Please add agenda Item number and description):**

7. b Allen University Property Request 1741 Cushman Drive

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**REASONS FOR DISQUALIFICATION:**

Faculty member of Allen University

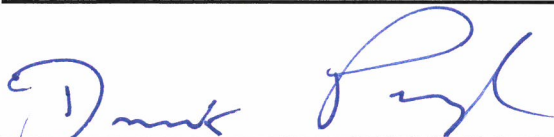
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Signature

10/4/22

Date

Signature

 Clerk of Council

10/4/22

Date received by Clerk Dept.

# 2023 COUNCIL MEETING DATES



MONTH/DATE	MEETING TYPE/TIME
<b>JANUARY:</b>	
3	SWEARING-IN CEREMONY - TBD
3	REGULAR SESSION - 6:00 PM
TBD	COUNCIL RETREAT
<b>FEBRUARY:</b>	
7	REGULAR SESSION - 6:00 PM
14	SPECIAL CALLED - 6:00 PM
28	COMMITTEES - 5:00 PM
28	ZONING PUBLIC HEARING - 7:00 PM
<b>MARCH:</b>	
7	REGULAR SESSION - 6:00 PM
21	REGULAR SESSION - 6:00 PM
28	COMMITTEES - 5:00 PM
28	ZONING PUBLIC HEARING - 7:00 PM
<b>APRIL:</b>	
4	REGULAR SESSION - 6:00 PM
18	REGULAR SESSION - 6:00 PM (FY23-24 BUDGET - 1 <sup>ST</sup> READING)
25	COMMITTEES - 5:00 PM
25	ZONING PUBLIC HEARING - 7:00 PM
<b>MAY:</b>	
2	REGULAR SESSION - 6:00 PM
4	SPECIAL CALLED - 6:00 PM (FY23-24 BUDGET - PUBLIC HEARING)
16	REGULAR SESSION - 6:00 PM
23	COMMITTEES - 5:00 PM
23	ZONING PUBLIC HEARING - 7:00 PM
25	SPECIAL CALLED - 6:00 PM (FY23-24 BUDGET - 2 <sup>ND</sup> READING)
<b>JUNE:</b>	
6	REGULAR SESSION - 6:00 PM (FY23-24 BUDGET - 3 <sup>RD</sup> READING)
13	SPECIAL CALLED SESSION - 6:00 PM
27	COMMITTEES - 5:00 PM
27	ZONING PUBLIC HEARING - 7:00 PM
<b>JULY:</b>	
11	SPECIAL CALLED - 6:00 PM
18	REGULAR SESSION - 6:00 PM
25	COMMITTEES - 5:00 PM
25	ZONING PUBLIC HEARING - 7:00 PM
<b>AUGUST 29</b>	SPECIAL CALLED - 6:00 PM

<b>SEPTEMBER:</b>	
12	SPECIAL CALLED – 6:00 PM
19	REGULAR SESSION – 6:00 PM
26	COMMITTEES – 5:00 PM
26	ZONING PUBLIC HEARING – 7:00 PM
<b>OCTOBER:</b>	
3	REGULAR SESSION – 6:00 PM
17	REGULAR SESSION – 6:00 PM
24	COMMITTEES – 5:00 PM
24	ZONING PUBLIC HEARING – 7:00 PM
<b>NOVEMBER:</b>	
7	REGULAR SESSION – 6:00 PM
14	REGULAR SESSION – 6:00 PM
16	COMMITTEES – 5:00 PM
16	ZONING PUBLIC HEARING – 7:00 PM
<b>DECEMBER:</b>	
5	REGULAR SESSION – 6:00 PM
12	SPECIAL CALLED – 6:00 PM
14	COMMITTEES – 5:00 PM
14	ZONING PUBLIC HEARING – 7:00 PM

✳ Meeting Dates are subject to change and/or additional dates may be added.

✳ Please note that items for the Zoning Public Hearing must go before the Planning Commission. The Planning Commission meets the first Mondays of each month. Please contact the Planning Department at (803) 576-2190 or [planningcommission@rcgov.us](mailto:planningcommission@rcgov.us) for further information.

Visit our Website at [www.richlandcountysc.gov](http://www.richlandcountysc.gov) for updated information.

For more information, please contact the Clerk of Council’s Office at (803) 576-2060.

## Richland County Council Request for Action

**Subject:**

22-007MA  
Lucky Detty  
RM-HD to OI (.231 Acres)  
116 Beatty Downs Road  
TMS# R06106-01-39

**Notes:**

First Reading: September 27, 2022  
Second Reading: October 4, 2022  
Third Reading:  
Public Hearing: September 27, 2022

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL OF RICHLAND COUNTY  
ORDINANCE NO. \_\_\_\_-22HR

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # R06106-01-39 FROM RESIDENTIAL MULTI-FAMILY HIGH DENSITY DISTRICT (RM-HD) TO OFFICE AND INSTITUTIONAL DISTRICT (OI); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # R06106-01-39 from Residential Multi-Family High Density District (RM-HD) to Office and Institutional District (OI).

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

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

Section IV. Effective Date. This ordinance shall be effective from and after \_\_\_\_\_, 2022.

RICHLAND COUNTY COUNCIL

By: \_\_\_\_\_  
Overture Walker, Chair

Attest this \_\_\_\_\_ day of  
\_\_\_\_\_, 2022

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

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: September 27, 2022  
First Reading: September 27, 2022  
Second Reading: October 4, 2022  
Third Reading: October 18, 2022



## Richland County Council Request for Action

**Subject:**

Authorizing the expansion of the boundaries of an industrial park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of an infrastructure credit agreement to provide for infrastructure credits to SE Forest Acres LLC, a company previously identified as Project Bulldog; and other related matters

**Notes:**

First Reading: August 30, 2022

Second Reading: September 20, 2022

Third Reading: October 18, 2022 {Tentative}

Public Hearing: October 4, 2022

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

**AUTHORIZING THE EXPANSION OF THE BOUNDARIES OF AN INDUSTRIAL PARK JOINTLY DEVELOPED WITH FAIRFIELD COUNTY TO INCLUDE CERTAIN PROPERTY LOCATED IN RICHLAND COUNTY; THE EXECUTION AND DELIVERY OF AN INFRASTRUCTURE CREDIT AGREEMENT TO PROVIDE FOR INFRASTRUCTURE CREDITS TO SE FOREST ACRES, LLC, A COMPANY PREVIOUSLY IDENTIFIED AS PROJECT BULLDOG; AND OTHER RELATED MATTERS.**

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

WHEREAS, the County is further authorized by Section 4-1-175 of the Act to grant credits against Fee Payments (“Infrastructure Credit”) to pay costs of, amongst other things, designing, acquiring, constructing, improving or expanding infrastructure serving the County or a project and for improved and unimproved real estate and personal property, including, but not limited to, machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise (collectively, “Infrastructure”);

WHEREAS, pursuant to the authority provided in the Act, the County has developed, or will develop, with Fairfield County, South Carolina (“Fairfield”), the Richland Mall Business Park (“Park”) and executed, or will execute, the Master Agreement Governing the Richland Mall Business Park (“Park Agreement”), to govern the operation of the Park;

WHEREAS, SE Forest Acres, LLC, a South Carolina limited liability company previously identified as Project Bulldog (the “Company”), has invested in, or proposes to invest, or cause others to invest, in and develop a mixed-use commercial development (“Project”), located on, and, in part, comprised of, land more particularly identified in the Agreement (as hereinafter defined) (“Site”), which land is presently located in the County, and anticipates that, should its plans proceed as presently contemplated, the Project will generate a minimum of \$101,100,000 of new aggregate, taxable investment in the County, which investment shall include, but not be limited to, the Company’s investment in acquiring the Site and all existing real property improvements located thereon;

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

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

WHEREAS, the County further desires to enter into an Infrastructure Credit Agreement with the Company, the substantially final form of which is attached as Exhibit A (“Agreement”), to provide Infrastructure Credits against the Company’s Fee Payments with respect to the Project for the purpose of assisting in paying the costs of certain Infrastructure invested by the Company at, in, or in connection with, the Project, subject to the terms and conditions set forth in the Agreement.

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

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

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

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

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

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

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

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

[End of Ordinance]

RICHLAND COUNTY, SOUTH CAROLINA

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Chair, Richland County Council

(SEAL)  
ATTEST:

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Clerk of Council, Richland County Council

First Reading: August 30, 2022  
Second Reading: September 20, 2022  
Public Hearing: October 18, 2022  
Third Reading: October 18, 2022

**EXHIBIT A**  
**FORM OF INFRASTRUCTURE CREDIT AGREEMENT**

See attached.

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**INFRASTRUCTURE CREDIT AGREEMENT**

**by and between**

**RICHLAND COUNTY, SOUTH CAROLINA**

**and**

**SE FOREST ACRES, LLC**

**Dated as of October 18, 2022**

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## INFRASTRUCTURE CREDIT AGREEMENT

This INFRASTRUCTURE CREDIT AGREEMENT, dated as of October 18, 2022 (as the same may be amended, modified or supplemented from time to time in accordance with the terms hereof, this “Agreement”), by and among RICHLAND COUNTY, SOUTH CAROLINA, a body politic and corporate and a political subdivision of the State of South Carolina (the “County”), and SE FOREST ACRES, LLC, a South Carolina limited liability company previously identified as Project Bulldog (the “Company”, together with the County, “Parties,” each, a “Party”).

### WITNESSETH:

WHEREAS, the County, acting by and through its County Council (the “County Council”) is authorized by the Code of Laws of South Carolina 1976, as amended (the “Code”) and, particularly, Title 4, Chapter 1 of the Code, including Sections 4-1-170 and 4-1-175 thereof, and Section 4-29-68 of the Code (collectively, the “Act”), and Article VIII, Section 13(D) of the South Carolina Constitution (i) to provide credits (“Infrastructure Credits”) to investors for the purpose of defraying certain costs, including, without limitation, the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County or a project and for improved and unimproved real estate and personal property, including, but not limited to, machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise (“Infrastructure”), all to enhance the economic development of the County; and (ii) to create, in conjunction with one or more other counties, a joint county industrial or business park (“Park”) in order to facilitate the grant of such Infrastructure Credits to such investors; and

WHEREAS, the Company has invested in, or proposes to invest, or cause others to invest, in and develop a mixed-use commercial development (the “Project”) located on, and, in part, comprised of, land presently and more particularly described on Exhibit A attached hereto (the “Site”), which land is presently located in the County and in the City of Forest Acres, South Carolina (the “City”), and anticipates that, should its plans proceed as presently contemplated, the Project will generate a minimum of \$101,100,000 of new aggregate, taxable investment in the County, which investment shall include, but not be limited to, the Company’s investment in acquiring the Site and all existing real property improvements located thereon (the “Base Property”); and

WHEREAS, in accordance with Article VIII, Section 13(D) of the South Carolina Constitution and the Act, real and personal property having a *situs* in a Park is exempt from all *ad valorem* taxation, but, the owners or lessees of such real and personal property are obligated to make, or cause to be made, payments in lieu of taxes to the County in the total amount equivalent to the *ad valorem* taxes or other fee in lieu of tax payments that would have been due and payable with respect to such real and personal property but for the location of such real and personal property within such Park and such resulting exemption (each, a “Fee Payment”); and

WHEREAS, Section 4-1-170(C) of the Act provides that if a Park is to include within its boundaries property which is located within the limits of a municipality, the consent of such municipality must first be obtained prior to such inclusion; and

WHEREAS, pursuant to the provisions of Article VIII, Section 13(D) of the South Carolina Constitution and the Act, the County and Fairfield County, South Carolina (“Fairfield County”) have jointly developed, or will jointly develop, a Park (the “Richland Mall Business Park”) by entering into that certain Master Agreement Governing the Richland Mall Business Park, effective as of [\_\_\_\_\_], 2022 (as may be amended, modified, or supplemented from time to time, the “Park Agreement”); and

WHEREAS, the County has determined to provide for, subject to City consent thereto, the inclusion of the Site and all other real and personal property comprising all or a portion of the Project now or hereafter located thereon within the boundaries of the Richland Mall Business Park and the maintenance of all such real and personal property within the boundaries of the Richland Mall Business Park, or a replacement or successor Park, for a period of time, and on terms, sufficient to facilitate the provision to, and receipt by, the Company of the Infrastructure Credits set forth in greater detail herein; and

WHEREAS, the County has determined, *inter alia*, that the Project would promote the purposes of the Act and would be directly and substantially beneficial to the County, the taxing entities therein and the citizens and residents therein due to the investment to be made, or caused to be made, by the Company and any Co-Investors (as defined herein), which contributes to the tax base and the economic welfare of the County, and, accordingly, the County wishes to induce the Company to undertake the Project by offering certain Fee Payment and Park benefits, as well as the benefits of certain Infrastructure Credits as reimbursement for a portion of the costs of certain Infrastructure invested by the Company at, in, or in connection with, the Project, all as set forth in greater detail herein; and

WHEREAS, the County Council has authorized the execution and delivery of this Agreement by an Ordinance enacted by the County Council on October 18, 2022 (the “Ordinance”).

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

## **ARTICLE I REPRESENTATIONS**

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

- (a) The County is a body politic and corporate and a political subdivision of the State of South Carolina;
- (b) The County is authorized and empowered by the provisions of the Act to enter into, execute, deliver, and carry out its obligations under this Agreement;
- (c) The County has duly authorized and approved the execution and delivery of this Agreement by adoption of the Ordinance in accordance with the procedural requirements of the Act and any other applicable state law;
- (d) The County is not in default of any of its obligations (contractual or otherwise) as a result of entering into and performing its obligations under this Agreement;
- (e) The County has approved the inclusion of the Site and all other real and personal property comprising all or a portion of the Project now or hereafter located thereon in the Richland Mall Business Park; and
- (f) Based on representations made by the Company to the County, the County has determined that the Project and the Infrastructure will enhance the economic development of the County and promote the welfare of its citizens. Therefore, the County is entering into this Agreement for the purpose of promoting the economic development of the County and the welfare of its citizens.



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

(a) The Company is in good standing under the laws of the State of South Carolina, has the power to conduct business in the State of South Carolina and enter into this Agreement, and by proper company action has authorized the officials signing this Agreement to execute and deliver it;

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

(c) The Infrastructure Credits provided by the County in the manner set forth in this Agreement have been instrumental in inducing the Company to undertake the Project; and

(d) The Company covenants to complete any and all Infrastructure in a workmanlike manner and in accordance with all applicable codes and regulations.

## **ARTICLE II PROJECTIONS, COVENANTS, AND COMMITMENTS OF THE PARTIES**

**Section 2.1. Park Covenants by the County.** The County has included and, to the extent not so included, will include within the boundaries of the Richland Mall Business Park, and thereafter maintain within the boundaries of the Richland Mall Business Park or a successor or replacement Park thereto, the Project, including, but not limited to, the Site, for a period of time, and on terms, sufficient to facilitate the provision to, and receipt by, the Company of the Infrastructure Credits set forth in this Agreement.

**Section 2.2. Investment Commitment by the Company.** The Company shall invest, or cause to be invested, not less than \$101,100,000 in the Project ("Investment Commitment") by December 31, 2042 ("Certification Deadline"). For purposes of determining achievement of the Investment Commitment, the Company may aggregate investments made by the Company and Co-Investors at the Site. For purposes of this Agreement, "Co-Investor" shall mean the Company, any affiliate, or related party to, the Company, any developer in a build-to-suit arrangement or other leasing arrangement with respect to the Project, any third party acquiring a portion of the Site, whether improved or unimproved, for the purpose of making investment in the Project on such portion of the Site, any lessor of equipment or other property comprising a part of the Project (so long as such leased equipment or property are taxed in the County), any tenant of all or a portion of the Project, and any financing entity or other third party investing in, or providing funds for, the Project. Project investment shall not include any direct investment by a governmental entity at the Site. For the avoidance of doubt, the Infrastructure Credit set forth herein shall not be deemed to be direct investment by a governmental entity at the Site.

The Company shall certify achievement of the Investment Commitment to the County on a date no later than the Certification Deadline ("Certification Date"), by providing documentation, which documentation may include, without limitation, pay applications, closing statements, evidence of cleared checks or other proof of payment, wire transfer documentation, invoices, and accounting logs of the Company or any other Co-Investor, and, with respect to the personal property portion of the Project, any SCDOR PT-100 filed by the Company or any other Co-Investor with respect to the Project, sufficient to reflect achievement of the Investment Commitment, in form and substance reasonably acceptable to the County. Notwithstanding anything in this Agreement to the contrary, (i) the Certification Date shall not be later than, and may not be extended past, the Certification Deadline; and (ii) investment in the Project

shall include, in the aggregate, capital expenditures and costs (including, but not limited to, expenditures and costs incurred for, or in connection with, land acquisition, demolition, building construction, site preparation, site improvements, infrastructure construction, other real property improvements, and personal property acquisition) and soft costs (including, but not limited to, architectural fees, engineering fees, financing fees, legal fees, studies, financing costs, interest expense, developer and general contracting fees, insurance, permits and tap fees, impact fees, renting and marketing costs and project development costs) to the extent incurred by the Company or any Co-Investors.

**Section 2.3. Infrastructure Credits.**

(a) To assist in paying for costs of Infrastructure, the County shall provide an Infrastructure Credit against each of the Company's Fee Payments due with respect to the Project in accordance with the term, amount, and calculation of the Infrastructure Credit as described on Exhibit B hereto.

(b) For each tax year for which the Company is entitled to an Infrastructure Credit, the County shall prepare and issue the Company's annual Fee Payment bill with respect to the Project exclusive of the Infrastructure Credit set forth in **Section 2.3(a)** of this Agreement ("Gross Fee Payment"). Following receipt of such bill, the Company shall timely remit the Gross Fee Payment to the County in accordance with applicable law. The Company shall claim the Infrastructure Credits set forth herein with respect to any such annual Fee Payment by filing with the County upon payment, in full, of its annual Gross Fee Payment, an Infrastructure Credits certification, in form and substance reasonably acceptable to the County, listing the amount of aggregate investment in the Project and in the Infrastructure comprising the Project as of the date of such certification, and the calculation of the Infrastructure Credits to which the Company is entitled against such annual Fee Payment. Upon receipt of such certification from the Company and the receipt by the County of the payment by the Company of its annual Gross Fee Payment, the County shall pay to the Company, or to another designee, by check or other electronic funds transfer, as requested in writing by the Company, the amount of the Infrastructure Credits to which the Company is entitled against its annual Fee Payment, and such payment shall be effected by the County no later than thirty (30) days following receipt by the County of (i) such certification and (ii) the payment by the Company of its annual Gross Fee Payment upon which the Infrastructure Credit is based.

(c) If the Company fails to achieve the Investment Commitment on or before the Certification Deadline, then the Company may, in the discretion of the County, be subject to the provisions set forth in Exhibit C hereto with respect to the Infrastructure Credit. In the event the County elects to enforce the provisions set forth in Exhibit C hereto with respect to the Infrastructure Credit, the County shall provide the Company written notice of such election and the County's calculation of the amount due from the Company to the County pursuant to and in accordance with Exhibit C hereto no later than ninety (90) days following the Certification Deadline. The Company shall remit such amount within ninety (90) days of receipt by the Company of such written notice.

(d) If **Section 2.1** hereof, or the granting of the Infrastructure Credits under this Agreement, is found to be invalid, illegal or unenforceable by a court of competent jurisdiction, the County agrees to provide the Company with an incentive that is valid pursuant to such court ruling and commensurate to the nature and value of the benefits intended to be provided under this Agreement by the County, but never any greater direct cost or expense to the County than which would have been created or imposed by and through the Infrastructure Credits arrangement under this Agreement.

(e) THIS AGREEMENT AND THE INFRASTRUCTURE CREDITS PROVIDED BY THIS AGREEMENT ARE LIMITED OBLIGATIONS OF THE COUNTY. THE INFRASTRUCTURE

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

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

**Section 2.4. *Site Modifications.*** The Company or any other Co-Investor may add to, or sell, lease, or otherwise dispose of any portion of, the Site, in its sole discretion. In such event, the Company or such Co-Investor shall deliver to the County a revised Exhibit A to this Agreement or supplements to Exhibit A reflecting any such addition, disposal or removal and such revised or supplemented Exhibit A shall, effective as of the date of any such transaction, addition, disposal, or removal, be automatically made a part of this Agreement without further action or proceedings by the County.

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

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

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

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

(c) An abandonment of the Project; for purposes of this Agreement, “abandonment of the Project” means a public announcement of the discontinuation of the Project or failure to commence, and engage in diligent efforts toward completion of, demolition of the existing structures to be demolished in connection with the development of the Project, in the Company’s discretion, by December 31, 2028;

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

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

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

Notwithstanding anything herein to the contrary, failure by the Company to achieve the Investment Commitment by the Certification Deadline shall not be deemed to be an Event of Default under this Agreement, but may prospectively reduce certain benefits hereunder or obligate the Company to make certain additional payments to the County, all as set forth in **Section 2.3(c)** and Exhibit C hereof.

### **Section 3.2. Remedies on Default.**

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

(i) terminate this Agreement; or

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

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

(i) bring an action for specific enforcement;

(ii) terminate this Agreement; or

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

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

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

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

## **ARTICLE IV MISCELLANEOUS**

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

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

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

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

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

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

**Section 4.5. Limitation of Liability.**

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

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

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

**Section 4.6. Indemnification Covenant.**

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

(b) The County is entitled to use counsel of its choice and the Company shall reimburse the County for all of its costs, including attorneys’ fees, incurred in connection with the response to or defense against such liability or claims as described in paragraph (a) above. The County shall provide a statement of the costs incurred in the response or defense, and the Company shall pay the County within 30 days of receipt of the statement. The Company may request reasonable documentation evidencing the costs shown on the statement. However, the County is not required to provide any documentation which may be privileged or confidential to evidence the costs.

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

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

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

afford the Company notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

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

if to the County:	Richland County, South Carolina Attn: Director of Economic Development 2020 Hampton Street Columbia, South Carolina 29204 Phone: 803.576.2043 Fax: 803.576.2137
with a copy to (does not constitute notice):	Parker Poe Adams & Bernstein LLP Attn: Ray E. Jones 1221 Main Street, Suite 1100 (29201) Post Office Box 1509 Columbia, South Carolina 29202 Phone: 803.255.8000 Fax: 803.255.8017
if to the Company:	SE Forest Acres, LLC Attn: General Counsel c/o Southeastern Real Estate Group 2743 Perimeter Parkway, Building 100, Suite 370 Augusta, Georgia 30909 Phone: 706.854.6713 Fax: _____
with a copy to:	Tushar V. Chikhliker, Esq. Nexsen Pruet, LLC 1230 Main Street, Suite 700 (29201) Post Office Box 2426 Columbia, South Carolina (29202) Phone: 803.540.2188 Fax: 803.727.1469

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

**Section 4.8. Administrative Fees.** The Company will reimburse, or cause reimbursement to, the County for the Administration Expenses in an amount not exceeding \$10,000. The Company will reimburse the County for its Administration Expenses on receipt of a written request from the County or at the County's direction, which request shall include a statement of the amount and nature of the Administration Expense. The Company shall pay the Administration Expenses as set forth in the written request no later than 60 days following receipt of the written request from the County. For purposes of this Section, "Administration Expenses" means the reasonable expenses incurred by the County in the

negotiation, approval and implementation of the terms and provisions of this Agreement, including reasonable attorneys' fees. Administration Expenses do not include any costs, expenses, including attorneys' fees, incurred by the County (i) in defending challenges to the Fee Payments or Infrastructure Credits brought by third parties or the Company or its affiliates and related entities, or (ii) in connection with matters arising at the request of the Company outside of the immediate scope of this Agreement, including amendments to the terms of this Agreement. The payment by the Company of the County's Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County's choice.

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

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

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

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

**Section 4.13. Counterparts; Electronic Signatures.** This Agreement may be executed in any number of counterparts, and all of the counterparts together constitute one and the same instrument. Signature pages to this Agreement may be delivered with original signatures or by photostatic reproduction, telephonic facsimile transmission, e-mail or other electronic transmission or other similar means whereby each original signature has been reproduced (including, without limitation, .pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docuSign.com), and all reproduced signatures shall be deemed "electronic signatures" and equivalent to an original signature for all purposes.

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

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

**Section 4.16. Termination.** Unless first terminated under any other provision of this Agreement, this Agreement terminates on the later of (i) the expiration of the Credit Term (as defined in Exhibit B attached hereto), or (ii) the date all amounts due and owing from the Company to the County pursuant to and in accordance with Section 2.3(c) hereof have been remitted to the County.

**Section 4.17. Business Day.** If any action, payment, or notice is, by the terms of this Agreement, required to be taken, made, or given on any Saturday, Sunday, or legal holiday in the jurisdiction in which



the Party obligated to act is situated, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if taken, made or given as required under this Agreement, and no interest will accrue in the interim.

**Section 4.18. *Further Proceedings.*** It is intended by the Parties that any action to be taken hereinafter by the County pursuant to the express provisions of this Agreement may be undertaken by the County without necessity of further proceedings. To the extent that additional proceedings are required by law, however, the County agrees, to the extent permitted by law, to undertake all such steps as may be reasonably required or appropriate to effectuate the intent of this Agreement.

**[TWO SIGNATURE PAGES FOLLOW]  
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

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

**RICHLAND COUNTY, SOUTH CAROLINA**

---

Chair, Richland County Council

(SEAL)  
ATTEST:

---

Clerk to Council, Richland County Council

*[SIGNATURE PAGE 1 TO INFRASTRUCTURE CREDIT AGREEMENT]*

IN WITNESS WHEREOF, SE Forest Acres, LLC has caused this Agreement to be executed by its authorized officer, effective the day and year first above written.

**SE FOREST ACRES, LLC**

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

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

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

*[SIGNATURE PAGE 2 TO INFRASTRUCTURE CREDIT AGREEMENT]*

## EXHIBIT A

### SITE DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF RICHLAND, STATE OF SOUTH CAROLINA AND IS DESCRIBED AS FOLLOWS:

ALL THAT CERTAIN tract of land, with all improvements thereon, situate in the Town of Forest Acres, Richland County, South Carolina, containing 32.9393 Acres as shown on a ALTA/ACSM Land Title Survey Prepared for JTL Capital, LLC by Steadman & Associates, Inc., dated October 2, 2002, revised December 13, 2002, recorded in the Office of the Register of Deeds for Richland County in Book 739 at Page 10, said plat being incorporated herein by reference, said property being more particularly described as follows:

BEGINNING at a point designated as "POB", said point being a PK nail along the western margin of the right-of-way of Beltline Boulevard (S.C. Highway No. 16) where the subject property corners with property of Colt Site 12 Inc. a distance of 165.15 feet from the intersection of Beltline Boulevard with the southern margin of the right-of-way of Forest Drive (S.C. Highway No. 12) and running along Beltline Boulevard as follows: in a curve to the right having a radius of 141.03 feet, an arc distance of 38.64 feet, the chord of which runs S 06-00-05 W, 38.52 feet to a rebar; S76-30-04 E, 29.01 feet to an "X" in concrete S 24-20-15 E, 66.01 feet to a PK nail; S 20-58-56 W, 29.14 feet to a rebar; in a curve to the right have a radius of 33.77 feet, an arc distance of 22.47 feet, the chord of which runs S 49-48-51 E, 22.06 feet to a PK nail; S 27-51-15 E, 103.05 feet to a rebar; S 28-34-06 E, 516.43 feet to a rebar; in a curve to the right having a radius of 52.17 feet, an arc distance of 35.19 feet, the chord of which runs S 48-47-02 E, 34.53 feet to a rebar; S28-43-30 E, 131.12 feet to a rebar; S 21-53-30 E, 101.50 feet to a rebar; S 31-13-04 E, 149.11 feet to a rebar; S 31-45-00 E, 19.48 feet to a rebar; S 40-50-56 E, 84.66 feet to a PK nail; S 40-56-04 E, 109.70 feet to a rebar; thence turning and running along property of Woodland Village Apartments S 42-18-17 W, 285.91 feet to a rebar; thence turning and running along property of Diane R. Spearman as follows: N 59-24-55 W, 186.52 feet to a rebar; N 64-17-05 W, 51.76 feet to an open top; S 03-25-35 E, 104.94 feet to an open top; thence turning and running along Brookwood Court S 85-00-43 W, 65.00 feet to a calculated point; thence turning and running along property of McQueen Smith as follows: N04-44-57 W, 120.00 feet to an open top; N 53-20-55 W, 66.63 feet to an open top; S 63-51-41 W, 73.18 feet to a pinch top; thence turning and running along property of Scott L. Whelchel & Dana H. Whelchel N 26-02-32 W, 65.25 feet to an open top; thence turning and running along property of David B. Tate as follows: N 26-28-42 W, 65.03 feet to a rebar; N-26-29-46 W, 64.72 feet to a calculated point in concrete; S 63-33-42 W, 150.00 feet to a rebar; thence turning and running along Colin Kelly Drive as follows: N 25-26-03 W, 280.00 feet to a rebar; in a curve to the left having a radius of 223.79 feet, an arc distance of 77.04 feet, the chord of which runs N 52-37-33 W, 76.66 feet to a rebar; in a curve to the left having a radius of 223.79 feet, an arc distance of 77.05 feet, the chord of which runs S 87-56-06 W, 76.67 feet to a rebar; S 63-34-32 W, 250.47 feet to an open top; thence turning and running along McArthur Avenue N 26-18-28 W, 70.15 feet to a rebar; thence turning and running along the terminus of McArthur Avenue and along property of Paula R. Bunt S63-46-47 W, 199.92 feet to an open top; thence turning and running along property of Sunnyside Properties, Inc. as follows: N 26-38-48 W, 102.35 feet to an open top; N 26-31-13 W, 77.43 feet to an open top; thence turning and continuing along property of Sunnyside Properties, Inc. and along property of Claiborne E. Reeder & Nancy Reeder N 25-58-44 W, 60.13 feet to an open top; thence turning and continuing along property of Claiborne E. Reeder & Nancy P. Reeder and along properties of C.E. Reeder & Nancy P. Reeder, Robert G. Cook & Robin D. Anderson, George L. Bryant, Catherine H. Bradley, Martha Diaz, and Joseph M. Diaz & Martha Diaz N 26-15-04 W, 324.64 feet to an open top; thence turning and running along property of Sharon Kay Ford as follows: N 63-38-18 E, 52.16 feet to an open top; N 76-42-51 W, 78.96 feet to an open top; thence turning and running along properties of Martha Diaz and Lorraine M. Tablas N 25-58-03 W, 103.51 feet to a rebar; thence turning and continuing along property of Lorraine M. Tablas S 63-34-24 W, 53.87 feet to a rebar; thence turning and running along property of Buckner Associates A Partnership as follows: N 26-38-33 W, 87.35 feet to a rebar; S 68-31-11 W, 30.08 feet to a pinch top; thence turning and running along property of Carolina Associates, A S.C. Partnership N 26-31-33 W, 79.43 feet to an open top; thence turning and running along Forest Drive N 68-21-02 E, 95.19 feet to a rebar; thence turning and running along property of Olin W. Hollis, Jr. as follows: S 09-42-05 E, 31.88 feet to a PK nail; in a curve to the left having a radius of 100.00 feet, an arc distance of 84.59 feet, the chord of which runs S 35-10-53 E, 82.09 feet to a PK nail; S 58-09-49 E, 36.04 feet to a rebar; N 44-44-46 E, 164.97 feet to a magnetic nail; N 36-34-36 W, 59.14 feet to an "X" in concrete; thence turning and running along Forest Drive as follows: N 68-16-41 E, 594.92 feet to a rebar; in a curve to the right having a radius of 92.93 feet, an arc distance of 44.96 feet, the chord of which runs N81-57-26 E, 44.52 feet to a rebar; N 09-27-43 E, 23.9 feet to an "X" cut in concrete; N 69-11-44 E, 140.34 feet to a rebar; S 46-09-12 E, 29.02 feet to a rebar; in a curve to the right having a radius of 89.22 feet, an arc distance of 55.43 feet, the chord of which runs N 60-56-39 E, 54.54 feet to a rebar; N78-48-08 E, 17.00 feet to a calculated point in grate; thence turning and running along property of Colt Site 12 Inc. as follows: S 16-47-13 E, 165.96 feet to a rebar; N 77-22-02 E, 169.17 feet to the POINT OF BEGINNING.

LESS AND EXCEPT: "TGI Friday's Parcel"

ALL THAT CERTAIN piece, parcel or tract of land, with all improvements thereon, situate, lying and being in the County of Richland, State of South Carolina, containing 0.143 acres, according to a plat of survey entitled "Boundary Survey of Richland Mall TGI Friday's", prepare by B. P. Barber & Associates, Inc., dated March 19, 2005 and recorded on April 19, 2005 in the Office of the Register of Deeds for Richland County in Book 1044 at Page 323. Reference to said plat is hereby made for a metes and bounds description thereof.

LESS AND EXCEPT: "Verizon Wireless Parcel"

ALSO: ALL THAT CERTAIN piece, parcel or tract of land, with all improvements thereon, situate, lying and being in the County of Richland, State of South Carolina, containing 9.391 acres, according to a plat of survey entitled "Boundary Survey for Richland Mall Verizon Wireless", prepared by B. P. Barber & Associates, Inc., dated April 4, 2005, last revised June 7, 2005, and recorded on June 14, 2005 in the Office of the Register of Deeds for Richland County in Book 1063 at Page 652. Reference to said plat is hereby made for a metes and bounds description thereof.

LESS AND EXCEPT: "Bank of America Parcel"

ALL THAT CERTAIN piece, parcel, or tract of land, with all improvements thereon, situate, lying and being in the County of Richland, State of South Carolina, containing 0.77 acres, according to a plat of survey entitled "Plat Prepared for Windsor Richland Mall, L.P., a Texas Limited Partnership", prepared by Baxter Land Surveying Co., Inc., dated February 11, 2003, and recorded on February 28, 2005 in the Office of the Register of Deeds for Richland County in Book 1027 at Page 2697. Reference to said plat is hereby made for a metes and bounds description thereof.

TMS Nos.: R13908-04-35; R14001-11-11; and R14005-08-002 (for informational purposes only)

**AND ALSO:**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF RICHLAND, STATE OF SOUTH CAROLINA AND IS DESCRIBED AS FOLLOWS:

**PARCEL 1 (VERIZON WIRELESS PARCEL)**

All that certain piece, parcel or of land with the improvements thereon, situate, lying and being in the County of Richland, State of South Carolina; the same being shown as 9.391 acres on a Boundary Survey of Richland Mall Verizon Wireless for Windsor Richland Mall, Limited Partnership by B.P. Barber & Associates, Inc. dated April 4, 2005, revised April 16, 2005, last revised June 7, 2005 and recorded in the Office of the Register of Deeds for Richland County on June 14, 2005 in Book 1063 at page 652.

**PARCEL 2 (EASEMENT PARCEL)**

Together with rights under the Reciprocal Easement, Covenant, Operation and Restriction Agreement and Declaration dated September 7, 2005 by and between BRC Richland, LLC, a Georgia liability company and Windsor Richland Mall, L.P., a Texas limited partnership, to be recorded, and being more particularly as:

That certain tract of land, with improvements thereon, situate, in the Town of Forest Acres, Richland County, South Carolina, containing 32.9393 acres as shown on ALTA/ACSM Land Title Survey prepared for JTL Capital, LLC by Steadman & Associates, Inc. dated October 3, 2002, revised December 13, 2002, in the Office of the Register for Richland County in Book 739 at page 10, said plat being incorporated herein by reference, said property being more particularly described as follows:

BEGINNING at a point designated as "POB", point being PK nail along the western margin of the right-of-way of Beltline Boulevard (SC. Highway No. 16) where the subject property corners with property of Colt Site 12 Inc. a distance of 165.15 feet from the intersection of Beltline Boulevard with the southern margin of the right-of-way of Forest Drive (SC Highway No. 12) and running along Beltline Boulevard as follows: in a curve to the right having a radius of 141.03 feet, an arc distance of 38.64 feet, the chord of which runs S06°00'05"W - 38.52 feet to a rebar, S76°30'04"E - 29.01 feet to an "X" in concrete; S24°20'15"E - 66.01 feet to a PK nail; S20°58'56"W - 29.14 to a rebar; in a curve to the right have radius of 33.77 feet, an arc distance of 22.47 feet, the chord of which runs S49°48'51"E - 22.06 feet to a PK nail; S27°51'15"E - 103.05 feet to a rebar; S28°34'06"E - 516.43 feet to a rebar; in a curve to the right having a radius of 52.17 feet, an arc distance of 35.19 feet, the chord of which runs S48°47'02"E - 34.53 feet to a rebar; S28°43'30"E - 131.12 feet to a rebar; S21° 53'30"E - 101.50 feet to a rebar; S31°13'04"E - 149.11 feet to a rebar; S31°45'00"E - 19.48 feet to L rebar; S40°50'56"E - 84.66 feet to a PK nail; S40°56'04"E - 109.70 feet to a rebar; thence turning and running along property of Woodland Village Apartments S42°18'17"W - 285.91 feet to a rebar; thence turning and running along property of Diane R. Spearman as follows: N59°24'55"W - 186.52 feet to a rebar; N64° 17'05"W - 51.76 feet to an open top; S03°25'35"E - 104.94 feet to an open top; thence turning and running along Brookwood Court S85°00'43"W - 65.00 feet to a calculated point; thence turning and running along property of McQueen Smith as follows:

N04°44'57"W - 120.00 feet to an open top; N53°20'55"W - 66.63 feet to an open top; S63°51'41"W - 73.18 feet to pinch top; thence turning and running along property of Scott L. Whelchel & Dana H. Whelchel N26°02'32"W - 65.25 feet to an open top; thence turning and running along property of David B. Tate as follows: N26°28'42"W - 65.03 feet to a rebar; N26029'46"W - 64.72 feet to a calculated point in concrete; S63°33'42"W - 150.00 feet to a rebar; thence turning and running along Colin Kelly Drive as follows: N25°26'03"W - 280.00 feet to a rebar, in a curve to the left having a radius of 223.79 feet, an arc distance of 77.04 feet, the chord of which runs N52°37'33"W - 76.66 feet to a rebar; in a curve to the left having a radius of 223.79 feet, an arc distance of 77.05 feet, the chord of which runs S67°56'06"W - 76.67 feet to a rebar; S63°34'32"W - 250.47 feet to an open top; thence turning and running along McArthur Avenue N26°18'28"W - 70.15 feet to a rebar; thence turning and running along the terminus of McArthur Avenue and along property of Paula R. Bunt S63°46'47"W - 199.92 feet to an open top; thence turning and running along property of Sunnyside Properties, Inc. as follows: N26°38'48"W - 102.35 to an open top; N26°31'13"W - 77.43 feet to an open top; thence turning and continuing along property of Sunnyside Properties, Inc. and along property of Claiborne E. Reeder and Nancy P. Reeder N25°58'44"W - 60.13 feet to an open top; thence turning and continuing along property of Claiborne E. Reeder and Nancy P. Reeder and long properties of C. H. Reeder and Nancy P. Reeder, Robert G. Cook and Robin D. Anderson, George L. Bryant, Catherine H. Bradley, Martha Diaz, and Joseph M. Diaz and Martha Diaz N26°15'04"W - 324.64 feet to an open top; thence turning and running along property of Sharon Kay Ford as follows: N63°38'18" - 52.16 feet to an open top; N76°42'51"W - 78.96 feet to an open top; thence turning and running along properties of Martha Diaz and Lorraine M. Tablas N25°58'03"W - 103.51 feet to a rebar; thence turning and continuing along property of Lorraine M. Tablas S63°34'24"W - 53.87 feet to a rebar; thence turning and running along of Bruckner Associates A Partnership as follows: N26°38'33"W - 87.35 feet to a rebar; S68°31'11"W - 30.08 feet to a pinch top; thence turning and running along property of Carolina Associates, A.S.C. Partnership N26°31'33"W - 79.43 feet to an open top; thence turning and running along Forest Drive N68°21'02"E - 95.19 feet to a rebar; thence turning and running along property of Olin W. Hollis, Jr. as follows: S09°42'05"E - 31.88 feet to a PK nail; in a curve to the left having radius of 100.00 feet, an arc distance of 84.59 feet, the chord of which runs S35°10'53"E - 82.09 feet to a PK nail; S58°09'49"E - 36.04 feet to a rebar; N44°44'46"E - 164.97 feet to magnetic nail; N36°34'36"W - 59.14 feet to an "X" in concrete; thence turning and running along Forest Drive as follows: N68°16'41"E - 594.92 feet to a rebar; in a curve to the right having a radius of 92.93 feet, an arc distance of 44.96 feet, the chord of which runs N81°57'26"E - 44.52 feet to a rebar; N09°27'43"E - 23.49 feet to an "X" cut in concrete; N69° 11 '44"E - 140.34 feet to a rebar; S46°09'12"E - 29.02 feet to a rebar; in a curve to the right having a radius of 89.22 feet, an arc distance of 55.43 feet, the chord of which runs N60°56'39"E - 54.54 feet to a rebar; N78°48'08"E - 17.00 feet to a calculated point in grate; thence turning and running along property of Colt Site 12 Inc. as follows: S16°47'13"E - 165.96 feet to a rebar; N77°22'02"E - 169.17 feet to the Point of Beginning.

TMS No.: R13908-04-36 (for informational purposes only)

**PARCEL 3 (TGI FRIDAY'S PARCEL)**

Being the following tracts and parcels located in Richland County, South Carolina and being more particularly described as follows: That parcel of land, with improvements thereon, situate in the Town of Forest Acres, Richland County, South Carolina, containing 0.143 acre as shown on Boundary Survey of Richland Mall TGI Friday's prepared for Windsor Richland Mall, Limited Partnership by B. P. Barber & Associates, Inc. dated March 29, 2005, recorded in the Office of the Register of Deeds for Richland County on April 19, 2005 in Book 1044 at page 323, said plat being incorporated herein by reference for a more complete description of said property,

Together with all rights and easements, established pursuant to Reciprocal Easement, Covenant, Operation and Restriction Agreement and Declaration between BRC Richland, LLC and Windsor Richland Mall, L.P. dated September 7, 2005 and recorded on September 12, 2005 in Book 1097 at Page 2024.

TMS No.: R13908-34-37 (for informational purposes only)

**EXHIBIT B (See Section 2.3)**

**DESCRIPTION OF INFRASTRUCTURE CREDIT**

The Company shall be entitled to receive, and the County shall provide, an Infrastructure Credit against each annual Fee Payment due and owing from the Company to the County with respect to the Project as provided in this Agreement in an annual amount sufficient to reduce the amount of each such annual Fee Payment due, so that the resulting net annual Fee Payment due equals the Base Fee Payment Amount (as defined below), until the earlier to occur of (i) the date on which the Aggregate Infrastructure Credits Amount (as defined below) has been provided in connection with the Project, or (ii) the 20<sup>th</sup> annual Fee Payment due and owing from the Company to the County with respect to the Project (the “Credit Term”).

For purposes of this Agreement, “Base Fee Payment Amount” shall mean the amount of *ad valorem* taxes levied with respect to the Base Property for Tax Year 2021, which Base Fee Payment amount totals \$206,719.56.

For purposes of this Agreement, “Aggregate Infrastructure Credits Amount” shall mean the lesser of (i) the Company’s investment in Infrastructure, and (ii) \$23,000,000.

**EXHIBIT C (See Section 2.3(c))**

**DESCRIPTION OF SPECIAL SOURCE CREDITS PENALTY**

If the Company fails to achieve the Investment Commitment on or before the Certification Deadline, then the Company may, in the discretion of the County, be subject to all or some of the penalty provisions set forth below, in whole, or in part:

Investment Achievement Percentage = Actual Investment Achieved (based on highest level of Project investment on or before the Certification Deadline) / Investment Commitment [*may not exceed 100%*]

Penalty Percentage = 100% - Investment Achievement Percentage

In the event that determination of the Penalty Percentage results in a positive percentage amount, the following provisions shall apply:

(i) in the event that the Aggregate Infrastructure Credits Amount has been received, in full, by the Company, the Penalty Percentage shall be applied to the Aggregate Infrastructure Credits Amount, to determine any penalty amount due from the Company to the County, and such penalty amount shall be paid directly to the County as set forth in Section 2.3(c) of this Agreement; and

(ii) in the event that the Aggregate Infrastructure Credits Amount has not been received, in full, by the Company, the Penalty Percentage shall be applied to the Aggregate Infrastructure Credits Amount, to determine any penalty amount due from the Company to the County, and such penalty amount shall be paid to the County: first, as a reduction against the Aggregate Infrastructure Credits Amount prospectively, and, second, with respect to any excess penalty amount remaining to be paid after such reduction of the Aggregate Infrastructure Credits Amount, as a direct payment to the County as set forth in Section 2.3(c) of this Agreement.

Notwithstanding the foregoing, the Company shall continue to be eligible for the Infrastructure Credit against each Fee Payment due and owing from the Company with respect to the Project for the remaining period set forth in Section 2.3 and Exhibit B of this Agreement.

## Richland County Council Request for Action

**Subject:**

22-006MA  
Jared Munneke  
GC/M-1/RU/RM-HD to RM-HD (74.28 Acres)  
End of Idlewilde Boulevard and Barnes Street  
TMS# R11111-01-02, 54 & 55, R11114-01-02 & 13

**Notes:**

First Reading: September 27, 2022  
Second Reading:  
Third Reading:  
Public Hearing: September 27, 2022



STATE OF SOUTH CAROLINA  
COUNTY COUNCIL OF RICHLAND COUNTY  
ORDINANCE NO. \_\_\_\_-22HR

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # R11111-01-02, R11111-01-54, R11111-01-55, R11114-01-02, R11114-01-13 FROM GENERAL COMMERCIAL DISTRICT (GC), LIGHT INDUSTRIAL DISTRICT (M-1), RURAL DISTRICT (RU), AND RESIDENTIAL MULTI-FAMILY HIGH DENSITY DISTRICT (RM-HD) TO RESIDENTIAL MULTI-FAMILY MEDIUM DENSITY DISTRICT (RM-MD); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # R11111-01-02, R11111-01-54, R11111-01-55, R11114-01-02, R11114-01-13 from General Commercial District (GC), Light Industrial District (M-1), Rural District (RU), and Residential Multi-Family High Density District (RM-HD) to Residential Multi-Family Medium Density District (RM-MD).

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

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

Section IV. Effective Date. This ordinance shall be effective from and after \_\_\_\_\_, 2022.

RICHLAND COUNTY COUNCIL

By: \_\_\_\_\_  
Overture Walker, Chair

Attest this \_\_\_\_\_ day of \_\_\_\_\_, 2022

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

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing:       September 27, 2022  
First Reading:       September 27, 2022  
Second Reading:     October 4, 2022  
Third Reading:       October 18, 2022

## Richland County Council Request for Action

**Subject:**

Developing a multi-county park with Fairfield County; authorizing the execution and delivery of an agreement governing the multi-county park; authorizing the inclusion of certain property located in Richland County in the multi-county park; authorizing the execution of an intergovernmental agreement; and other related matters

**Notes:**

First Reading: October 4, 2022

Second Reading:

Third Reading:

Public Hearing:

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

DEVELOPING A MULTI-COUNTY PARK WITH FAIRFIELD COUNTY; AUTHORIZING THE EXECUTION AND DELIVERY OF AN AGREEMENT GOVERNING THE MULTI-COUNTY PARK; AUTHORIZING THE INCLUSION OF CERTAIN PROPERTY LOCATED IN RICHLAND COUNTY IN THE MULTI-COUNTY PARK; AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT; AND OTHER RELATED MATTERS.

WHEREAS, an economic development project previously known as Project Bulldog (“Project”) desires to redevelop the Richland Fashion Mall site and surrounding areas (collectively, “Site”) located in the City of Forest Acres (“City”) in Richland County, South Carolina (“Richland County”); and

WHEREAS, it is expected that the Project will increase the tax base of Richland County, encourage additional investment in taxable real and personal property and job creation in the City and Richland County, and remove and transform vacant commercial property;

WHEREAS, in consideration of these anticipated benefits, SE Forest Acres, LLC, the company which will undertake the Project (“Company”), has negotiated for certain infrastructure credits (“Credits”) with Richland County to pay costs of, among other things, designing, acquiring, constructing, improving or expanding the infrastructure serving the Project and for improved and unimproved real estate and personal property (collectively, “Infrastructure”) at the Site; and

WHEREAS, Richland County desires to locate the real and personal property comprising the Site (collectively, “Property”) in a multicounty industrial or business park (“Park”) in order to provide the Credits to the Company for the Infrastructure pursuant to § 4-1-175 of the Code of Laws of South Carolina, 1976, as amended;

WHEREAS, Richland County and Fairfield County, South Carolina (“Fairfield County” and together with Richland County, the “Counties”) are authorized pursuant to Article VIII, Section 13 of the Constitution and in accordance with §4-1-170, Code of Laws of South Carolina, 1976, as amended, to jointly develop an industrial or business park within the geographical boundaries of one or both of the member Counties; and

WHEREAS, the Counties desire to jointly develop the Park by executing and delivering the “Master Agreement Governing the Richland Mall Business Park,” the substantially final form of which is attached as Exhibit A (“Master Agreement”) and, with the consent of the City, locate the Property in the Park; and

WHEREAS, the provisions of the Master Agreement will govern the operation of the Park, including the sharing of expenses and revenues of the Park, and the manner in which the revenue is to be distributed to each of the taxing entities within each of the Counties; and

WHEREAS, in connection with the Project and the development of the Park, Richland County and the City desire to enter into an Intergovernmental Agreement, the substantially final form of which is attached as Exhibit B (“Intergovernmental Agreement”).

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

**Section 1. *Development of Park; Execution of Master Agreement.*** Richland County is authorized to jointly develop the Park with Fairfield County. The Richland County Council Chair (“Chair”) is authorized to execute the Master Agreement, the Clerk to the Richland County Council (“Clerk”) is authorized to attest the same, and the Richland County Administrator (“Administrator”) is authorized to deliver the Master Agreement to Fairfield County. The form and terms of the Master Agreement are approved, with any revisions that are not materially adverse to Richland County and are approved by the Administrator after consultation with legal counsel to Richland County.

**Section 2. *Inclusion of Property.*** The Park’s boundaries shall include the Property. The Chair and the Administrator are hereby authorized to take such further actions as may be necessary to include the Property in the Park’s boundaries. Pursuant to the terms of the Master Agreement, the location of the Property in the Park is complete upon (i) the enactment of this Ordinance by the Richland County Council and a companion ordinance by the Fairfield County Council and (ii) the delivery by Richland County of a description of the Property to Fairfield County.

**Section 3. *Intergovernmental Agreement.*** Richland County is authorized to enter into the Intergovernmental Agreement with the City. The Chair is authorized to execute the Intergovernmental Agreement, the Clerk is authorized to attest the same, and the Administrator is authorized to deliver the Intergovernmental Agreement to the City. The form and terms of the Intergovernmental Agreement are approved, with any revisions that are not materially adverse to Richland County and are approved by the Administrator after consultation with legal counsel to Richland County.

**Section 4. *Further Assurances.*** The Chair and the Administrator (or their respective designees) are authorized to execute whatever other documents and take whatever further actions as may be necessary to effect this Ordinance.

**Section 5. *Severability.*** If any part of this Ordinance is unenforceable, the remainder is unaffected.

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

**Section 7. *Effective Date.*** This Ordinance is effective after third and final reading.

RICHLAND COUNTY, SOUTH CAROLINA

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Chairman of County Council  
Richland County, South Carolina

(SEAL)

ATTEST:

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Clerk to County Council  
Richland County, South Carolina

READINGS:

First Reading:           October 6, 2022  
Second Reading:        October 18, 2022  
Public Hearing:  
Third Reading:

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

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**MASTER AGREEMENT**  
**GOVERNING THE**  
**RICHLAND MALL BUSINESS PARK**

**BETWEEN**

**RICHLAND COUNTY, SOUTH CAROLINA**

**AND**

**FAIRFIELD COUNTY, SOUTH CAROLINA**

**EFFECTIVE AS OF**

**[ ], 2022**

**PREPARED BY:**

**PARKER POE ADAMS & BERNSTEIN LLP**  
**1221 MAIN STREET, SUITE 1100**  
**COLUMBIA, SOUTH CAROLINA 29201**  
**803.255.8000**

**INSTRUCTIONS  
FOR  
COUNTY AUDITOR AND COUNTY TREASURER**

ALL PROPERTY LOCATED IN THIS MULTI-COUNTY INDUSTRIAL/BUSINESS PARK (THE "PARK") IS EXEMPT FROM *AD VALOREM* TAXES AND IS SUBJECT INSTEAD, UNDER THE TERMS OF THE STATE CONSTITUTION, TO A NON-NEGOTIATED FEE-IN-LIEU OF *AD VALOREM* TAXES EQUAL TO WHAT THE TAXES WOULD HAVE BEEN, BUT FOR THE EXISTENCE OF THE PARK. HOWEVER, THE FEE-IN-LIEU PAYMENTS FOR PARK PROPERTY MAY BE BELOW NORMAL *AD VALOREM* TAX RATES IF THE PROPERTY IS SUBJECT TO A NEGOTIATED FEE-IN-LIEU OF TAXES ARRANGEMENT ("FILOT") OR SPECIAL SOURCE REVENUE CREDIT ("SSRC"). WHEN PREPARING THE FEE BILLS FOR ALL PROPERTY LOCATED IN THIS PARK, PLEASE REFERENCE ALL RECORDS FOR PARK PROPERTY, INCLUDING, WITHOUT LIMITATION, THE FILOT AND SSRC RECORDS TO ENSURE THE CORRECT MILLAGE RATE AND ASSESSMENT RATIO ARE USED, OR TO DETERMINE ANY APPLICABLE SSRC.

ONCE A FEE BILL FOR PARK PROPERTY HAS BEEN PAID TO A COUNTY, THE PROVISIONS OF THIS AGREEMENT GOVERN HOW THE FEE PAYMENT IS TO BE DISTRIBUTED BETWEEN THE COUNTIES AND THEN AMONG THE VARIOUS TAXING ENTITIES IN EACH COUNTY. EACH COUNTY MAY ALTER THE CUSTOMARY DISTRIBUTION OF REVENUES WITHIN THAT COUNTY, AND MAY CHANGE THE DISTRIBUTION STATED HEREIN WITHIN THAT COUNTY, BUT DISTRIBUTION BETWEEN THE COUNTIES AS STATED HEREIN CAN ONLY BE CHANGED BY AMENDMENT OF THIS AGREEMENT.



**THIS MASTER AGREEMENT** (“Agreement”), effective as of [ ]. 2022 (“Effective Date”), between Richland County, South Carolina (“Richland County”), a political subdivision of the State of South Carolina (“State”), and Fairfield County, South Carolina (“Fairfield County” and together with Richland County, the “Counties” or, each, a “County”), a political subdivision of the State is entered into pursuant to Article VIII, Section 13(D) of the South Carolina Constitution, as amended, and South Carolina Code Annotated Section 4-1-170 (collectively, the “MCIP Law”).

#### **RECITALS:**

**WHEREAS**, the Counties are permitted by the MCIP Law to create one or more multi-county industrial or business parks;

**WHEREAS**, as provided under MCIP Law, to promote the economic welfare of their citizens by encouraging new and expanding industrial or commercial development to locate in the Counties, thereby expanding the Counties’ tax base and creating opportunities for investment in taxable real and personal property and job creation, the Counties desire to jointly develop the “Richland Mall Business Park” (“Park”);

**WHEREAS**, by Richland Ordinance No. [ ] and Fairfield Ordinance No. [ ], the Counties authorized the creation of the Park, the location of certain property in the Park, and the execution of this Agreement to govern the operation of the Park, including the sharing of expenses and revenues of the Park and the manner in which the revenue is to be distributed to each of the taxing entities within each County; and

**WHEREAS**, because property located in the Park is geographically situated in the City of Forest Acres, South Carolina (“City”), the Counties have obtained the consent of the City prior to the creation of the Park, as evidenced by the City’s acknowledgment to this Agreement.

**NOW, THEREFORE**, on the basis of the mutual covenants in this Agreement, the sufficiency of which consideration the Counties acknowledge, the Counties agree:

#### **ARTICLE I PARK BOUNDARIES**

##### **Section 1.01. Park Boundaries.**

(a) The Park consists of the real property described on Exhibit A and all improvements or personal property located thereon (collectively, “Property”).

(b) To enlarge the boundaries of the Park, the County in which the real or personal property to be included in the Park is located (“Host County”) shall adopt a resolution or ordinance authorizing the inclusion of such additional property in the Park. Upon such action, this Agreement will be automatically amended to reflect the enlargement of the Park’s boundaries without further action by the governing bodies of either County on delivery of written notice to the non-Host County (“Companion County”) of the inclusion of the additional real or personal property in the Park. The written notice shall include a copy of the resolution or ordinance approving the inclusion of the property in the Park and a description or identification of the property included in the Park.

(c) The Counties may diminish the boundaries of the Park from time to time to remove real or personal property from the Park. To diminish the boundaries of the Park, the Host County and the Companion County shall each adopt a resolution or ordinance authorizing the removal of property from the Park. Upon such action, this Agreement will be automatically amended to reflect the diminishment of the Park’s boundaries once each County has adopted its approving resolution or ordinance. Each County

shall deliver a copy of its resolution or ordinance approving the diminishment of the boundaries of the Park to the other County.

(d) In the event of any addition or diminishment under Section 1.01(b) or (c), respectively, Exhibit A shall be updated and supplemented to reflect such change.

**ARTICLE II  
TAX STATUS OF PROPERTIES LOCATED IN THE PARK**

**Section 2.01. Constitutional Exemption from Taxation.** Under the MCIP Law, so long as the Property is located in the Park, the Property is exempt from all *ad valorem* taxation. The Property shall be deemed as located in the Park so long as this Agreement is effective.

**Section 2.02. Park Fee-in-Lieu of Taxes.** Except as provided in Section 2.03, the owners or lessees of Property shall pay an amount equivalent to the *ad valorem* property taxes or other in lieu of payments that would have been due and payable but for the location of Property in the Park.

**Section 2.03. Negotiated Fee-in-Lieu of Taxes.** The amount of the annual payments due from the owner or lessee under Section 2.02 may be altered by virtue of any negotiated incentive with either County, including a negotiated fee-in-lieu of *ad valorem* taxes incentive or infrastructure credit as provided in Sections 12-44-10, et seq., 4-1-175, 4-12-30, or 4-29-67 of the Code of Laws of South Carolina 1976, as amended, or any successor or similar provisions thereto as may be provided under State law (collectively the revenues described in Sections 2.02 and 2.03 are referred to herein as the, “FILOT Revenue”).

**ARTICLE III  
SHARING OF FILOT REVENUE AND EXPENSES OF THE PARK**

**Section 3.01. Expense Sharing.** The Counties shall share all expenses related to the Park. If the Property is located in Richland County, then Richland County shall bear 100% of the expenses. If the Property is located in Fairfield County, then Fairfield County shall bear 100% of the expenses. Notwithstanding the foregoing, if any Property is privately-owned, the owner or developer of such Property can be required to bear 100% of the expenses related to that Property in the Park on behalf of the Host County.

**Section 3.02. FILOT Revenue Sharing.**

(a) For revenue generated in the Park from a source other than FILOT Revenue, the County in which the revenue is generated may retain such revenue, to be expended in any manner as that County deems appropriate and is in accordance with State law.

(b) Commencing with tax year [2022], the Counties shall share all FILOT Revenue according to the following distribution method:

(i) For Property located in Richland County: Richland County, after making any reductions required by law or other agreement and reimbursing itself for expenditures made to attract to and locate Property in the Park, shall retain 99% of the remaining FILOT Revenue (the “Residual FILOT Revenue”) and transmit 1% of the Residual FILOT Revenue to Fairfield County in accordance with Section 3.04.

(ii) For Property located in Fairfield County: Fairfield County, after making any reductions required by law or other agreement and reimbursing itself for expenditures made to attract to and locate

Property in the Park, shall retain 99% of the Residual FILOT Revenue and transmit 1% of the Residual FILOT Revenue to Richland County in accordance with Section 3.04.

**Section 3.03. FILOT Revenue Distribution in Each County.**

(a) Commencing with tax year [2022], after sharing of the Residual FILOT Revenue as provided by Section 3.02(b):

(i) For Property located in Richland County, the Residual FILOT Revenue retained by Richland County shall be distributed within Richland County as follows:

**FIRST** 7% shall be deposited to the Richland County Industrial Park Fund (“Fund”); and

**SECOND** the remainder of the Residual FILOT Revenue shall be distributed, on a pro rata basis according to the millage that the taxing entities, including Richland County, would otherwise, at the time Property is included in the Park, be eligible to levy millage on the Property if such property were not located in the Park. Any Residual FILOT Revenue distributed to a school district pursuant to the foregoing sentence shall be further divided on a pro rata basis according to the operating and debt service millage levied by or collected on behalf of the school district.

(ii) For Property located in Fairfield County, the Residual FILOT Revenue retained by Fairfield County shall be distributed on a pro rata basis according to the millage that the taxing entities, including Fairfield County, would levy on the Property in the tax year in which such Residual FILOT Revenue is received had the Property not been located in the Park. Any Residual FILOT Revenue distributed to a school district pursuant to the foregoing sentence shall be further divided on a pro rata basis according to the operational and debt service millage levied by or collected on behalf of the school district.

(b) Each County elects to retain 100% of the 1% of the Residual FILOT Revenue received from the other County as provided in Section 3.02(b). Richland County further elects to deposit such Residual FILOT Revenue in the Fund.

(c) Each County, by enactment of an ordinance in that County, may unilaterally amend its internal distribution method of any Residual FILOT Revenue that it retains or receives. This Agreement will be automatically amended to reflect the amendment to the distribution scheme without further action by the governing bodies of either County on delivery of written notice to the Companion County of the amendment. The written notice shall include a copy of the ordinance approving the amendment.

**Section 3.04. Annual Report and Disbursement.** Not later than July 15 of each year, starting July 15 of the first year in which either County receives FILOT Revenue, each County shall prepare and submit to the other County a report detailing the FILOT Revenue owed under this Agreement. Each County shall deliver a check for the amount reflected in that report at the same time to the other County.

**ARTICLE IV  
MISCELLANEOUS**

**Section 4.01. Jobs Tax Credit Enhancement.** Business enterprises locating in the Park are entitled to whatever enhancement of the regular jobs tax credits authorized by South Carolina Code Annotated Section 12-6-3360, or any successive provisions, as may be provided under South Carolina law.

**Section 4.02. Assessed Valuation.** For the purpose of bonded indebtedness limitation and computing the index of taxpaying ability pursuant to South Carolina Code Annotated Section 59-20-20(3), allocation of the assessed value of Property to each County is identical to the percentage of FILOT Revenue retained and received by each County in the preceding fiscal year.

**Section 4.03. Records.** Each County shall, at the other County's request, provide a copy of each record of the annual tax levy and the fee-in-lieu of *ad valorem* tax invoice for the Property and a copy of the applicable County Treasurer's collection records for the fee-in-lieu of *ad valorem* taxes so imposed, as these records became available in the normal course of each County's procedures.

**Section 4.04. Applicable Law.** To avoid any conflict of laws between the Counties, the county law of the County in which a parcel of Property is located is the reference for regulation of that parcel of Property in the Park. Nothing in this Agreement purports to supersede State or federal law or regulation. The County in which a parcel of Property is located is permitted to adopt restrictive covenants and land use requirements for that part of the Park.

**Section 4.05. Law Enforcement.** The Sheriff's Department for the County in which a parcel of Property is located has initial jurisdiction to make arrests and exercise all authority and power with respect to that parcel; fire, sewer, water and EMS service for each parcel of Property in the Park is provided by the applicable service district or other political unit in the applicable County in which that Property is located.

**Section 4.06. Binding Effect of Agreement.** This Agreement is binding after execution by both of the Counties is completed.

**Section 4.07. Severability.** If (and only to the extent) that any part of this Agreement is unenforceable, then that portion of the Agreement is severed from the Agreement and the remainder of this Agreement is unaffected.

**Section 4.08. Complete Agreement: Amendment.** This Agreement is the entire agreement between the Counties with respect to this subject matter and supersedes all agreements, representations, warranties, statements, promises and understandings, whether oral or written, with respect to the Park and the Property therein and neither County is bound by any oral or written agreements, statements, promises, or understandings not set forth in this Agreement.

**Section 4.09. Counterpart Execution.** The Counties may execute this Agreement in multiple counterparts, all of which, together, constitute but one and the same document.

**Section 4.10. Termination.** Notwithstanding any part of this Agreement to the contrary, this Agreement terminates automatically on the earlier of (a) the termination of the Infrastructure Credit Agreement between Richland County and SE Forest Acres, LLC or (b) 20 years following the Effective Date.

*[Signatures follow]*

**IN WITNESS WHEREOF**, the Counties have each executed this Agreement, effective on the Effective Date.

**RICHLAND COUNTY, SOUTH CAROLINA**

By: \_\_\_\_\_  
Chairman of County Council

(SEAL)  
ATTEST:

\_\_\_\_\_  
Clerk to County Council

**FAIRFIELD COUNTY, SOUTH CAROLINA**

By: \_\_\_\_\_  
Chairman of County Council

(SEAL)  
ATTEST:

\_\_\_\_\_  
Clerk of County Council

**ACKNOWLEDGED AND CONSENTED TO BY  
THE CITY OF FOREST ACRES, SOUTH CAROLINA:**

\_\_\_\_\_  
City Administrator

(SIGNATURE PAGE)

**EXHIBIT A**  
**LEGAL DESCRIPTION OF THE PROPERTY**

[AS MAY BE UPDATED ACCORDING TO ARTICLE I OF THE AGREEMENT]

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF RICHLAND, STATE OF SOUTH CAROLINA AND IS DESCRIBED AS FOLLOWS:

ALL THAT CERTAIN tract of land, with all improvements thereon, situate in the Town of Forest Acres, Richland County, South Carolina, containing 32.9393 Acres as shown on a ALTA/ACSM Land Title Survey Prepared for JTL Capital, LLC by Steadman & Associates, Inc., dated October 2, 2002, revised December 13, 2002, recorded in the Office of the Register of Deeds for Richland County in Book 739 at Page 10, said plat being incorporated herein by reference, said property being more particularly described as follows:

BEGINNING at a point designated as "POB", said point being a PK nail along the western margin of the right-of-way of Beltline Boulevard (S.C. Highway No. 16) where the subject property corners with property of Colt Site 12 Inc. a distance of 165.15 feet from the intersection of Beltline Boulevard with the southern margin of the right-of-way of Forest Drive (S.C. Highway No. 12) and running along Beltline Boulevard as follows: in a curve to the right having a radius of 141.03 feet, an arc distance of 38.64 feet, the chord of which runs S 06-00-05 W, 38.52 feet to a rebar; S76-30-04 E, 29.01 feet to an "X" in concrete S 24-20-15 E, 66.01 feet to a PK nail; S 20-58-56 W, 29.14 feet to a rebar; in a curve to the right have a radius of 33.77 feet, an arc distance of 22.47 feet, the chord of which runs S 49-48-51 E, 22.06 feet to a PK nail; S 27-51-15 E, 103.05 feet to a rebar; S 28-34-06 E, 516.43 feet to a rebar; in a curve to the right having a radius of 52.17 feet, an arc distance of 35.19 feet, the chord of which runs S 48-47-02 E, 34.53 feet to a rebar; S28-43-30 E, 131.12 feet to a rebar; S 21-53-30 E, 101.50 feet to a rebar; S 31-13-04 E, 149.1 1 feet to a rebar; S 31-45-00 E, 19.48 feet to a rebar; S 40-50-56 E, 84.66 feet to a PK nail; S 40-56-04 E, 109.70 feet to a rebar; thence turning and running along property of Woodland Village Apartments S 42-18-17 W, 285.91 feet to a rebar; thence turning and running along property of Diane R. Spearman as follows: N 59-24-55 W, 186.52 fee to a rebar; N 64-17-05 W, 51.76 feet to an open top; S 03-25-35 E, 104.94 feet to an open top; thence turning and running along Brookwood Court S 85-00-43 W, 65.00 feet to a calculated point; thence turning and running along property of McQueen Smith as follows: N04-44-57 W, 120.00 feet to an open top; N 53-20-55 W, 66.63 feet to an open top; S 63-51-41 W, 73.18 feet to a pinch top; thence turning and running along property of Scott L. Whelchel & Dana H. Whelchel N 26-02-32 W, 65.25 feet to an open top; thence turning and running along property of David B. Tate as follows: N 26-28-42 W, 65.03 feet to a rebar; N-26-29-46 W, 64.72 feet to a calculated point in concrete; S 63-33-42 W, 150.00 feet to a rebar; thence turning and running along Colin Kelly Drive as follows: N 25-26-03 W, 280.00 feet to a rebar; in a curve to the left having a radius of 223.79 feet, an arc distance of 77.04 feet, the chord of which runs N 52-37-33 W, 76.66 feet to a rebar; in a curve to the left having a radius of 223.79 feet, an arc distance of 77.05 feet, the chord of which runs S 87-56-06 W, 76.67 feet to a rebar; S 63-34-32 W, 250.47 feet to an open top; thence turning and running along McArthur Avenue N 26-18-28 W, 70.15 feet to a rebar; thence turning and running along the terminus of McArthur Avenue and along property of Paula R. Bunt S63-46-47 W, 199.92 feet to an open top; thence turning and running along property of Sunnyside Properties, Inc. as follows: N 26-38-48 W, 102.35 feet to an open top; N 26-31-13 W, 77.43 feet to an open top; thence turning and continuing along property of Sunnyside Properties, Inc. and along property of Claiborne E. Reeder & Nancy P. Reeder N 25-58-44 W, 60.13 feet to an open top; thence turning and continuing along property of Claiborne E. Reeder & Nancy P. Reeder and along properties of C.E. Reeder & Nancy P. Reeder, Robert G. Cook & Robin D. Anderon, George L. Bryant, Catherine H. Bradley, Martha Diaz, and Joseph M. Diaz & Martha Diaz N 26-15-04 W, 324.64 feet to an open top; thence turning and running along property of Sharon Kay Ford as follows: N 63-38-18 E, 52.16 feet to an open top; N 76-42-51 W, 78.96 feet to an open top; thence turning and running along properties of Martha Diaz and Lorraine M. Tablas N 25-58-03 W, 103.51 feet to a rebar, thence turning and continuing along property of Lorraine M. Tablas S 63-34-24 W, 53.87 feet to a rebar; thence turning and running along property of Buckner Associates A Partnership as follows: N 26-38-33 W, 87.35 feet to a rebar; S 68-31-11 W, 30.08 feet

to a pinch top; thence turning and running along property of Carolina Associates, A S.C. Partnership N 26-31-33 W, 79.43 feet to an open top; thence turning and running along Forest Drive N 68-21-02 E, 95.19 feet to a rebar; thence turning and running along property of Olin W. Hollis, Jr. as follows: S 09-42-05 E, 31.88 feet to a PK nail; in a curve to the left having a radius of 100.00 feet, an arc distance of 84.59 feet, the chord of which runs S 35-10-53 E, 82.09 feet to a PK nail; S 58-09-49 E, 36.04 feet to a rebar; N 44-44-46 E, 164.97 feet to a magnetic nail; N 36-34-36 W, 59.14 feet to an "X" in concrete; thence turning and running along Forest Drive as follows: N 68-16-41 E, 594.92 feet to a rebar; in a curve to the right having a radius of 92.93 feet, an arc distance of 44.96 feet, the chord of which runs N81-57-26 E, 44.52 feet to a rebar; N 09-2743 E, 23.9 feet to an "X" cut in concrete; N 69-11-44 E, 140.34 feet to a rebar; S 46-09-12 E, 29.02 feet to a rebar; in a curve to the right having a radius of 89.22 feet, an arc distance of 55.43 feet, the chord of which runs N 60-56-39 E, 54.54 feet to a rebar; N78-48-08 E, 17.00 feet to a calculated point in grate; thence turning and running along property of Colt Site 12 Inc. as follows: S 16-47-13 E, 165.96 feet to a rebar; N 77-22-02 E, 169.17 feet to the POINT OF BEGINNING.

LESS AND EXCEPT: "TGI Friday's Parcel"

ALL THAT CERTAIN piece, parcel or tract of land, with all improvements thereon, situate, lying and being in the County of Richland, State of South Carolina, containing 0.143 acres, according to a plat of survey entitled "Boundary Survey of Richland Mall TGI Friday's", prepared by B. P. Barber & Associates, Inc., dated March 19, 2005 and recorded on April 19, 2005 in the Office of the Register of Deeds for Richland County in Book 1044 at Page 323. Reference to said plat is hereby made for a metes and bounds description thereof.

LESS AND EXCEPT: "Verizon Wireless Parcel"

ALSO: ALL THAT CERTAIN piece, parcel or tract of land, with all improvements thereon, situate, lying and being in the County of Richland, State of South Carolina, containing 9.391 acres, according to a plat of survey entitled "Boundary Survey for Richland Mall Verizon Wireless", prepared by B. P. Barber & Associates, Inc., dated April 4, 2005, last revised June 7, 2005, and recorded on June 14, 2005 in the Office of the Register of Deeds for Richland County in Book 1063 at Page 652. Reference to said plat is hereby made for a metes and bounds description thereof.

LESS AND EXCEPT: "Bank of America Parcel"

ALL THAT CERTAIN piece, parcel, or tract of land, with all improvements thereon, situate, lying and being in the County of Richland, State of South Carolina, containing 0.77 acres, according to a plat of survey entitled "Plat Prepared for Windsor Richland Mall, L.P., a Texas Limited Partnership", prepared by Baxter Land Surveying Co., Inc., dated February 11, 2003, and recorded on February 28, 2005 in the Office of the Register of Deeds for Richland County in Book 1027 at Page 2697. Reference to said plat is hereby made for a metes and bounds description thereof.

TMS Nos.: R13908-04-35; R14001-11-11; and R14005-08-002 (for informational purposes only)

**AND ALSO**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF RICHLAND, STATE OF SOUTH CAROLINA AND IS DESCRIBED AS FOLLOWS:

PARCEL 1 (VERIZON WIRELESS PARCEL)

All that certain piece, parcel or of land with the improvements thereon, situate, lying and being in the County of Richland, State of South Carolina; the same being shown as 9.391 acres on a Boundary Survey of Richland Mall Verizon Wireless for Windsor Richland Mall, Limited Partnership by B.P. Barber & Associates, Inc. dated April 4, 2005, revised April 16, 2005, last revised June 7, 2005 and recorded in the Office of the Register of Deeds for Richland County on June 14, 2005 in Book 1063 at page 652.

PARCEL 2 (EASEMENT PARCEL)

Together with rights under the Reciprocal Easement, Covenant, Operation and Restriction Agreement and Declaration dated September 7, 2005 by and between BRC Richland, LLC, a Georgia liability company and Windsor Richland Mall, L.P., a Texas limited partnership, to be recorded, and being more particularly as:

That certain tract of land, with improvements thereon, situate, in the Town of Forest Acres, Richland County, South Carolina, containing 32.9393 acres as shown on ALTA/ACSM Land Title Survey prepared for JTL Capital, LLC by Steadman & Associates, Inc. dated October 3, 2002, revised December 13, 2002, in the Office of the Register for Richland County in Book 739 at page 10, said plat being incorporated herein by reference, said property being more particularly described as follows:

BEGINNING at a point designated as "POB", point being PK nail along the western margin of the right-of-way of Beltline Boulevard (SC. Highway No. 16) where the subject property corners with property of Colt Site 12 Inc. a distance of 165.15 feet from the intersection of Beltline Boulevard with the southern margin of the right-of-way of Forest Drive (SC Highway No. 12) and running along Beltline Boulevard as follows: in a curve to the right having a radius of 141.03 feet, an arc distance of 38.64 feet, the chord of which runs S06°00'05"W - 38.52 feet to a rebar, S76°30'04"E - 29.01 feet to an "X" in concrete; S24°20'15"E - 66.01 feet to a PK nail; S20°58'56"W - 29.14 to a rebar; in a curve to the right have radius of 33.77 feet, an arc distance of 22.47 feet, the chord of which runs S49°48'51"E - 22.06 feet to a PK nail; S27°51'15"E - 103.05 feet to a rebar; S28°34'06"E - 516.43 feet to a rebar; in a curve to the right having a radius of 52.17 feet, an arc distance of 35.19 feet, the chord of which runs S48°47'02"E - 34.53 feet to a rebar; S28°43'30"E - 131.12 feet to a rebar; S21° 53'30"E - 101.50 feet to a rebar; S31°13'04"E - 149.11 feet to a rebar; S31°45'00"E - 19.48 feet to L rebar; S40°50'56"E - 84.66 feet to a PK nail; S40°56'04"E - 109.70 feet to a rebar; thence turning and running along property of Woodland Village Apartments S42°18'17"W - 285.91 feet to a rebar; thence turning and running along property of Diane R. Spearman as follows: N59°24'55"W - 186.52 feet to a rebar; N64° 17'05"W - 51.76 feet to an open top; S03°25'35"E - 104.94 feet to an open top; thence turning and running along Brookwood Court S85°00'43"W - 65.00 feet to a calculated point; thence turning and running along property of McQueen Smith as follows: N04°44'57"W - 120.00 feet to an open top; N53°20'55"W - 66.63 feet to an open top; S63°51'41"W - 73.18 feet to pinch top; thence turning and running along property of Scott L Whelchel & Dana H, Whelchel N26°02'32"W - 65.25 feet to an open top; thence turning and running along property of David B. Tate as follows: N26°28'42"W - 65.03 feet to a rebar; N26029'46"W- 64.72 feet to a calculated point in concrete; S63°33'42"W - 150.00 feet to a rebar; thence turning and running along Colin Kelly Drive as follows: N25°26'03"W - 280.00 feet to a rebar, in a curve to the left having a radius of 223.79 feet, an arc distance of 77.04 feet, the chord of which runs N52°37'33"W - 76.66 feet to a rebar; in a curve to the left having a radius of 223.79 feet, an arc distance of 77.05 feet, the chord of which runs S87°56'06"W - 76.67 feet to a rebar; S63°34'32"W - 250.47 feet to an open top; thence turning and running along McArthur Avenue N26°18'28"W - 70.15 feet to a rebar; thence turning and running along the terminus of McArthur Avenue and along property of Paula R.



Bunt S63°46'47"W - 199.92 feet to an open top; thence turning and running along property of Sunnyside Properties, Inc. as follows: N26°38'48"W - 102.35 to an open top; N26°31'13"W - 77.43 feet to an open top; thence turning and continuing along property of Sunnyside Properties, Inc. and along property of Claiborne E. Reeder and Nancy P. Reeder N25°58'44"W - 60.13 feet to an open top; thence turning and continuing along property of Claiborne E. Reeder and Nancy P. Reeder and long properties of C. H. Reeder and Nancy P. Reeder, Robert G. Cook and Robin D. Anderson, George L. Bryant, Catherine H. Bradley, Martha Diaz, and Joseph M. Diaz and Martha Diaz N26°15'04"W - 324.64 feet to an open top; thence turning and running along property of Sharon Kay Ford as follows: N63°38'18" - 52.16 feet to an open top; N76°42'51"W - 78.96 feet to an open top; thence turning and running along properties of Martha Diaz and Lorraine M. Tablas N25°58'03"W - 103.51 feet to a rebar; thence turning and continuing along property of Lorraine M. Tablas S63°34'24"W - 53.87 feet to a rebar; thence turning and running along of Bruckner Associates A Partnership as follows: N26°38'33"W - 87.35 feet to a rebar; S68°31'11"W - 30.08 feet to a pinch top; thence turning and running along property of Carolina Associates, A.S.C. Partnership N26°31'33"W - 79.43 feet to an open top; thence turning and running along Forest Drive N68°21'02"E - 95.19 feet to a rebar; thence turning and running along property of Olin W. Hollis, Jr. as follows: S09°42'05"E - 31.88 feet to a PK nail; in a curve to the left having radius of 100.00 feet, an arc distance of 84.59 feet, the chord of which runs S35°10'53"E - 82.09 feet to a PK nail; S58°09'49"E - 36.04 feet to a rebar; N44°44'46"E - 164.97 feet to magnetic nail; N36°34'36"W - 59.14 feet to an "X" in concrete; thence turning and running along Forest Drive as follows: N68°16'41"E - 594.92 feet to a rebar; in a curve to the right having a radius of 92.93 feet, an arc distance of 44.96 feet, the chord of which runs N81°57'26"E - 44.52 feet to a rebar; N09°27'43"E - 23.49 feet to an "X" cut in concrete; N69° 11 '44"E - 140.34 feet to a rebar; S46°09'12"E - 29.02 feet to a rebar; in a curve to the right having a radius of 89,22 feet, an arc distance of 55.43 feet, the chord of which runs N60°56'39"E - 54.54 feet to a rebar; N78°48'08"E - 17.00 feet to a calculated point in grate; thence turning and running along property of Colt Site 12 Inc. as follows: S16°47'13"E - 165.96 feet to a rebar; N77°22'02"E - 169.17 feet to the Point of Beginning.

TMS No.: R13908-04-36 (for informational purposes only)

**PARCEL 3 (TGI FRIDAY'S PARCEL)**

Being the following tracts and parcels located in Richland County, South Carolina and being more particularly described as follows: That parcel of land, with improvements thereon, situate in the Town of Forest Acres, Richland County, South Carolina, containing 0.143 acre as shown on Boundary Survey of Richland Mall TGI Friday's prepared for Windsor Richland Mall, Limited Partnership by B. P. Barber & Associates, Inc. dated March 29, 2005, recorded in the Office of the Register of Deeds for Richland County on April 19, 2005 in Book 1044 at page 323, said plat being incorporated herein by reference for a more complete description of said property,

Together with all rights and easements, established pursuant to Reciprocal Easement, Covenant, Operation and Restriction Agreement and Declaration between BRC Richland, LLC and Windsor Richland Mall, L.P. dated September 7, 2005 and recorded on September 12, 2005 in Book 1097 at Page 2024.

TMS No.: R13908-04-37 (for informational purposes only)

**EXHIBIT B**  
**FORM OF INTERGOVERNMENTAL AGREEMENT**

STATE OF SOUTH CAROLINA )  
 )  
CITY OF FOREST ACRES )  
 )  
COUNTY OF RICHLAND )

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT is dated and effective as of October [ ], 2022 (this “Intergovernmental Agreement”), and is by and between Richland County, South Carolina, a county and political subdivision of the State of South Carolina (“Richland County”) and the City of Forest Acres, South Carolina, a municipal corporation and political subdivision of the State of South Carolina (the “City” and together with Richland County, the “Parties” and each individually, a “Party”).

RECITALS

WHEREAS, the Parties desire to encourage an economic development project (“Project”) which is expected to result in the redevelopment of the Richland Fashion Mall site located in the City and surrounding areas (collectively, “Site”); and

WHEREAS, it is expected that the redevelopment will increase the tax base of Richland County, encourage additional investment in taxable real and personal property and job creation in the City and Richland County, and remove and transform vacant commercial property; and

WHEREAS, in consideration of these anticipated benefits, SE Forest Acres, LLC, the company undertaking the Project (“Company”), has negotiated certain infrastructure credits (“Credits”) with Richland County under the terms of that certain Infrastructure Credit Agreement (the “Credit Agreement”) to pay costs of, among other things, designing, acquiring, constructing, improving or expanding the infrastructure serving the Project and for improved and unimproved real estate and personal property (collectively, “Infrastructure”) at the Site; and

WHEREAS, Richland County desires to locate the real and personal property comprising the Site (collectively, “Property”) in a multicounty industrial or business park (“Park”) in order to provide the Credits to the Company for the Infrastructure pursuant to § 4-1-175 of the Code of Laws of South Carolina 1976, as amended;

WHEREAS, Fairfield County, South Carolina (“Fairfield County”) and Richland County (jointly the “Counties”) are authorized under pursuant to Article VIII, Section 13(D) of the South Carolina Constitution 1895, as amended, and South Carolina Code Annotated Section 4-1-170 (collectively, the “MCIP Law”) to jointly develop a multi-county industrial or business park within the geographical boundaries of one or both of the member counties; and

WHEREAS, the Counties have entered into a “Master Agreement Governing the Richland Mall Business Park” (the “Master Agreement”), the provisions of which govern (i) the operation of the Park, including the sharing of expenses and revenues of the Park, and (ii) the manner in which the revenue is to be distributed to each of the taxing entities within each of the Counties; and

WHEREAS, the City and Richland County desire to enter into this Intergovernmental

Agreement to: (i) confirm the purpose of the Park; (ii) identify the location of the Park; (iii) determine the eligibility criteria for inclusion of Property in the Park; (iv) memorialize the methodology by which and the amount of fee-in-lieu-of *ad valorem* taxes with respect to the property located in the Park (“Fees”) will be distributed within the County; and

WHEREAS, the City and Richland County each acting by and through their respective governing bodies have authorized the execution and delivery of this Intergovernmental Agreement.

NOW THEREFORE, in consideration of the mutual agreement, representations, and benefits contained in this Intergovernmental Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby contractually agree as follows:

**1. Binding Agreement; Representations.**

(A) This Intergovernmental Agreement serves as a written instrument setting forth the entire agreement between the Parties and shall be binding on the Parties, their successors and assigns.

(B) Each of the Parties represents and warrants that: (i) it has the full legal right, power, and authority to enter into this Intergovernmental Agreement and carry out and consummate all other transactions contemplated by this Intergovernmental Agreement; (ii) it has duly authorized the execution, delivery, and performance of its obligations under this Intergovernmental Agreement and the taking of any and all actions as may be required on its part to carry out, give effect to, and consummate the transactions contemplated by this Intergovernmental Agreement; and (iii) this Intergovernmental Agreement constitutes a legal, valid, and binding obligation of each respective Party, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors’ rights generally, and subject, as to enforceability, to general principles of equity regardless of whether enforcement is sought in a proceeding in equity or at law.

**2. Authorization/Purpose.** The MCIP Law provides that counties may jointly develop an industrial or business park with other counties within the geographical boundaries of one or more of the member counties, provided that certain conditions specified therein are met. The Master Agreement meets the conditions set forth in the MCIP Law and its provisions shall govern the operation of the Park. Further, and as acknowledged in the Master Agreement, the City has consented to the creation of the Park.

**3. Location of the Park.**

(A) The Park consists of property located in the City as is hereinafter more specifically described in Exhibit A hereto (the “Property”). The Property shall be subject, beginning with fee payments received for tax year 2022, to the distribution of revenues provided for in the Master Agreement. It is specifically recognized that the Park may consist of non-contiguous properties. The boundaries of the Park may be enlarged from time to time, but only in accordance with the terms of the Master Agreement.

(B) In the event of any enlargement or diminution of the boundaries of the Park through the addition or subtraction of property, this Intergovernmental Agreement shall be deemed amended and there shall be attached hereto a revised Exhibit A which shall contain a legal description of the boundaries of the Park. Upon the inclusion of any property in the Park, it shall immediately be subject to the distribution of revenue as set forth in the Master Agreement.

(C) Richland County shall not consent to the enlargement or diminution of the boundaries of the Park through the addition or subtraction of the property located within the City without receiving the City's prior written consent to any such enlargement or diminution.

4. **Eligibility for Inclusion in Fee Distribution.** Only the property reflected in Exhibit A from time to time shall be in the Park as of a given time, and, accordingly, only that property is subject to the fee distribution set forth in the Master Agreement.

5. **Collection and Distribution of Fee-In-Lieu-Of-Tax Payment.**

(A) Subject to execution and delivery of the Master Agreement, Richland County will collect all Fees generated from Property located in Richland County. Once collected, the County will distribute the Fees as provided in the Master Agreement.

(B) Richland County shall not amend the distribution of Fees to the taxing entities within Richland County as set forth in the Master Agreement without receiving the City's prior written consent.

(C) The City acknowledges and consents to the terms of the Credit Agreement. Richland County hereby covenants that it will not amend the terms of the Credit Agreement or any other fee-in-lieu of tax or infrastructure credit agreement to which the Property may be subject, without the prior written consent of the City if such amendment would have the effect of diminishing the amount of Fees received by the City.

6. **Master Agreement.** The Master Agreement is hereby incorporated herein as fully as if set forth verbatim in its entirety. The Master Agreement shall be the basis for all terms and provisions not otherwise specifically addressed by this Intergovernmental Agreement.

7. **Records.** The Parties covenant and agree that, upon the request of either, the other will provide to the requesting Party copies of the fee-in-lieu-of-tax records and distributions pertaining to Property, as such records become available in the normal course of City and Richland County procedures.

8. **Severability.** In the event and to the extent, and only to the extent, that any provision or any part of a provision of this Intergovernmental Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or any other provision or part of a provision of this Intergovernmental Agreement.

9. **Termination.** The City and Richland County agree that this Intergovernmental Agreement may not be terminated, except by mutual written agreement, unless the Master

Agreement should terminate prior to that time, in which case this Intergovernmental Agreement shall terminate concurrently with the Master Agreement.

10. **Counterparts; Execution.** The City and Richland County may executed this Intergovernmental Agreement in multiple counterparts, all of which, together, constitute but one and the same document.

[Signature Pages to Follow]

**IN WITNESS WHEREOF**, Richland County has caused this Intergovernmental Agreement to be signed by its Chairman of County Council, its corporate seal to be reproduced hereon and the same to be attested by the Clerk to County Council.

RICHLAND COUNTY, SOUTH CAROLINA

[SEAL]

By: \_\_\_\_\_  
Chairman of County Council

ATTEST:

By: \_\_\_\_\_  
Clerk to County Council  
Richland County, South Carolina

(SIGNATURE PAGE)

**IN WITNESS WHEREOF**, the City has caused this Intergovernmental Agreement to be signed by its Mayor, its corporate seal to be reproduced hereon and the same to be attested by the City Administrator.

CITY OF FOREST ACRES, SOUTH CAROLINA

[SEAL]

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

ATTEST:

By: \_\_\_\_\_  
City Administrator

(SIGNATURE PAGE)



## EXHIBIT A

### Legal Description of the Property

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF RICHLAND, STATE OF SOUTH CAROLINA AND IS DESCRIBED AS FOLLOWS:

ALL THAT CERTAIN tract of land, with all improvements thereon, situate in the Town of Forest Acres, Richland County, South Carolina, containing 32.9393 Acres as shown on a ALTA/ACSM Land Title Survey Prepared for JTL Capital, LLC by Steadman & Associates, Inc., dated October 2, 2002, revised December 13, 2002, recorded in the Office of the Register of Deeds for Richland County in Book 739 at Page 10, said plat being incorporated herein by reference, said property being more particularly described as follows:

BEGINNING at a point designated as "POB", said point being a PK nail along the western margin of the right-of-way of Beltline Boulevard (S.C. Highway No. 16) where the subject property corners with property of Colt Site 12 Inc. a distance of 165.15 feet from the intersection of Beltline Boulevard with the southern margin of the right-of-way of Forest Drive (S.C. Highway No. 12) and running along Beltline Boulevard as follows: in a curve to the right having a radius of 141.03 feet, an arc distance of 38.64 feet, the chord of which runs S 06-00-05 W, 38.52 feet to a rebar; S76-30-04 E, 29.01 feet to an "X" in concrete S 24-20-15 E, 66.01 feet to a PK nail; S 20-58-56 W, 29.14 feet to a rebar; in a curve to the right have a radius of 33.77 feet, an arc distance of 22.47 feet, the chord of which runs S 49-48-51 E, 22.06 feet to a PK nail; S 27-51-15 E, 103.05 feet to a rebar; S 28-34-06 E, 516.43 feet to a rebar; in a curve to the right having a radius of 52.17 feet, an arc distance of 35.19 feet, the chord of which runs S 48-47-02 E, 34.53 feet to a rebar; S28-43-30 E, 131.12 feet to a rebar; S 21-53-30 E, 101.50 feet to a rebar; S 31-13-04 E, 149.1 1 feet to a rebar; S 31-45-00 E, 19.48 feet to a rebar; S 40-50-56 E, 84.66 feet to a PK nail; S 40-56-04 E, 109.70 feet to a rebar; thence turning and running along property of Woodland Village Apartments S 42-18-17 W, 285.91 feet to a rebar; thence turning and running along property of Diane R. Spearman as follows: N 59-24-55 W, 186.52 fee to a rebar; N 64-17-05 W, 51.76 feet to an open top; S 03-25-35 E, 104.94 feet to an open top; thence turning and running along Brookwood Court S 85-00-43 W, 65.00 feet to a calculated point; thence turning and running along property of McQueen Smith as follows: N04-44-57 W, 120.00 feet to an open top; N 53-20-55 W, 66.63 feet to an open top; S 63-51-41 W, 73.18 feet to a pinch top; thence turning and running along property of Scott L. Whelchel & Dana H. Whelchel N 26-02-32 W, 65.25 feet to an open top; thence turning and running along property of David B. Tate as follows: N 26-28-42 W, 65.03 feet to a rebar; N-26-29-46 W, 64.72 feet to a calculated point in concrete; S 63-33-42 W, 150.00 feet to a rebar; thence turning and running along Colin Kelly Drive as follows: N 25-26-03 W, 280.00 feet to a rebar; in a curve to the left having a radius of 223.79 feet, an arc distance of 77.04 feet, the chord of which runs N 52-37-33 W, 76.66 feet to a rebar; in a curve to the left having a radius of 223.79 feet, an arc distance of 77.05 feet, the chord of which runs S 87-56-06 W, 76.67 feet to a rebar; S 63-34-32 W, 250.47 feet to an open top; thence turning and running along McArthur Avenue N 26-18-28 W, 70.15 feet to a rebar; thence turning and running along the terminus of McArthur Avenue and along property of Paula R. Bunt S63-46-47 W, 199.92 feet to an open top; thence turning and running along property of Sunnyside Properties, Inc. as follows: N 26-38-48 W, 102.35 feet to an open top; N 26-31-13 W, 77.43 feet to an open top; thence turning and continuing along property of Sunnyside Properties, Inc. and along property of Claiborne E. Reeder & Nancy Reeder N 25-58-44 W, 60.13 feet to an open top; thence turning and continuing along property of Claiborne E. Reeder & Nancy P. Reeder and along properties of C.E. Reeder & Nancy P. Reeder, Robert G. Cook & Robin D. Anderson, George L. Bryant, Catherine H. Bradley, Martha Diaz, and Joseph M. Diaz & Martha Diaz N 26-15-04 W, 324.64 feet to an open top; thence turning and running along property of Sharon Kay Ford as follows: N 63-38-18 E, 52.16 feet to an open top; N 76-42-51 W, 78.96 feet to an open top; thence turning and running along properties of Martha Diaz and Lorraine M. Tablas N 25-58-03 W, 103.51 feet to a rebar, thence turning and continuing along property of Lorraine M. Tablas S 63-34-24 W, 53.87 feet to a rebar; thence turning and running along property of Buckner Associates A Partnership as follows: N 26-38-33 W, 87.35 feet to a rebar; S 68-31-11 W, 30.08 feet

to a pinch top; thence turning and running along property of Carolina Associates, A S.C. Partnership N 26-31-33 W, 79.43 feet to an open top; thence turning and running along Forest Drive N 68-21-02 E, 95.19 feet to a rebar; thence turning and running along property of Olin W. Hollis, Jr. as follows: S 09-42-05 E, 31.88 feet to a PK nail; in a curve to the left having a radius of 100.00 feet, an arc distance of 84.59 feet, the chord of which runs S 35-10-53 E, 82.09 feet to a PK nail; S 58-09-49 E, 36.04 feet to a rebar; N 44-44-46 E, 164.97 feet to a magnetic nail; N 36-34-36 W, 59.14 feet to an "X" in concrete; thence turning and running along Forest Drive as follows: N 68-16-41 E, 594.92 feet to a rebar; in a curve to the right having a radius of 92.93 feet, an arc distance of 44.96 feet, the chord of which runs N81-57-26 E, 44.52 feet to a rebar; N 09-2743 E, 23.9 feet to an "X" cut in concrete; N 69-11-44 E, 140.34 feet to a rebar; S 46-09-12 E, 29.02 feet to a rebar; in a curve to the right having a radius of 89.22 feet, an arc distance of 55.43 feet, the chord of which runs N 60-56-39 E, 54.54 feet to a rebar; N78-48-08 E, 17.00 feet to a calculated point in grate; thence turning and running along property of Colt Site 12 Inc. as follows: S 16-47-13 E, 165.96 feet to a rebar; N 77-22-02 E, 169.17 feet to the POINT OF BEGINNING.

LESS AND EXCEPT: "TGI Friday's Parcel"

ALL THAT CERTAIN piece, parcel or tract of land, with all improvements thereon, situate, lying and being in the County of Richland, State of South Carolina, containing 0.143 acres, according to a plat of survey entitled "Boundary Survey of Richland Mall TGI Friday's", prepared by B. P. Barber & Associates, Inc., dated March 19, 2005 and recorded on April 19, 2005 in the Office of the Register of Deeds for Richland County in Book 1044 at Page 323. Reference to said plat is hereby made for a metes and bounds description thereof.

LESS AND EXCEPT: "Verizon Wireless Parcel"

ALSO: ALL THAT CERTAIN piece, parcel or tract of land, with all improvements thereon, situate, lying and being in the County of Richland, State of South Carolina, containing 9.391 acres, according to a plat of survey entitled "Boundary Survey for Richland Mall Verizon Wireless", prepared by B. P. Barber & Associates, Inc., dated April 4, 2005, last revised June 7, 2005, and recorded on June 14, 2005 in the Office of the Register of Deeds for Richland County in Book 1063 at Page 652. Reference to said plat is hereby made for a metes and bounds description thereof.

LESS AND EXCEPT: "Bank of America Parcel"

ALL THAT CERTAIN piece, parcel, or tract of land, with all improvements thereon, situate, lying and being in the County of Richland, State of South Carolina, containing 0.77 acres, according to a plat of survey entitled "Plat Prepared for Windsor Richland Mall, L.P., a Texas Limited Partnership", prepared by Baxter Land Surveying Co., Inc., dated February 11, 2003, and recorded on February 28, 2005 in the Office of the Register of Deeds for Richland County in Book 1027 at Page 2697. Reference to said plat is hereby made for a metes and bounds description thereof.

TMS Nos.: R13908-04-35; R14001-11-11; and R14005-08-002 (for informational purposes only)

**AND ALSO**

(SIGNATURE PAGE)

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF RICHLAND, STATE OF SOUTH CAROLINA AND IS DESCRIBED AS FOLLOWS:

PARCEL 1 (VERIZON WIRELESS PARCEL)

All that certain piece, parcel or of land with the improvements thereon, situate, lying and being in the County of Richland, State of South Carolina; the same being shown as 9.391 acres on a Boundary Survey of Richland Mall Verizon Wireless for Windsor Richland Mall, Limited Partnership by B.P. Barber & Associates, Inc. dated April 4, 2005, revised April 16, 2005, last revised June 7, 2005 and recorded in the Office of the Register of Deeds for Richland County on June 14, 2005 in Book 1063 at page 652.

PARCEL 2 (EASEMENT PARCEL)

Together with rights under the Reciprocal Easement, Covenant, Operation and Restriction Agreement and Declaration dated September 7, 2005 by and between BRC Richland, LLC, a Georgia liability company and Windsor Richland Mall, L.P., a Texas limited partnership, to be recorded, and being more particularly as:

That certain tract of land, with improvements thereon, situate, in the Town of Forest Acres, Richland County, South Carolina, containing 32.9393 acres as shown on ALTA/ACSM Land Title Survey prepared for JTL Capital, LLC by Steadman & Associates, Inc. dated October 3, 2002, revised December 13, 2002, in the Office of the Register for Richland County in Book 739 at page 10, said plat being incorporated herein by reference, said property being more particularly described as follows:

BEGINNING at a point designated as "POB", point being PK nail along the western margin of the right-of-way of Beltline Boulevard (SC. Highway No. 16) where the subject property corners with property of Colt Site 12 Inc. a distance of 165.15 feet from the intersection of Beltline Boulevard with the southern margin of the right-of-way of Forest Drive (SC Highway No. 12) and running along Beltline Boulevard as follows: in a curve to the right having a radius of 141.03 feet, an arc distance of 38.64 feet, the chord of which runs S06°00'05"W - 38.52 feet to a rebar, S76°30'04"E - 29.01 feet to an "X" in concrete; S24°20'15"E - 66.01 feet to a PK nail; S20°58'56"W - 29.14 to a rebar; in a curve to the right have radius of 33.77 feet, an arc distance of 22.47 feet, the chord of which runs S49°48'51"E - 22.06 feet to a PK nail; S27°51'15"E - 103.05 feet to a rebar; S28°34'06"E - 516.43 feet to a rebar; in a curve to the right having a radius of 52.17 feet, an arc distance of 35.19 feet, the chord of which runs S48°47'02"E - 34.53 feet to a rebar; S28°43'30"E - 131.12 feet to a rebar; S21° 53'30"E - 101.50 feet to a rebar; S31°13'04"E - 149.11 feet to a rebar; S31°45'00"E - 19.48 feet to L rebar; S40°50'56"E - 84.66 feet to a PK nail; S40°56'04"E - 109.70 feet to a rebar; thence turning and running along property of Woodland Village Apartments S42°18'17"W - 285.91 feet to a rebar; thence turning and running along property of Diane R. Spearman as follows: N59°24'55"W - 186.52 feet to a rebar; N64° 17'05"W - 51.76 feet to an open top; S03°25'35"E - 104.94 feet to an open top; thence turning and running along Brookwood Court S85°00'43"W - 65.00 feet to a calculated point; thence turning and running along property of McQueen Smith as follows: N04°44'57"W - 120.00 feet to an open top; N53°20'55"W - 66.63 feet to an open top; S63°51'41"W - 73.18 feet to pinch top; thence turning and running along property of Scott L Whelchel & Dana H, Whelchel N26°02'32"W - 65.25 feet to an open top; thence turning and running along property of David B. Tate as follows: N26°28'42"W - 65.03 feet to a rebar; N26029'46"W- 64.72 feet to a calculated point in concrete; S63°33'42"W - 150.00 feet to a rebar; thence turning and running along Colin Kelly Drive as follows: N25°26'03"W - 280.00 feet to a rebar, in a curve to the left having a radius of 223.79 feet, an arc distance of 77.04 feet, the chord of which runs N52°37'33"W - 76.66 feet to a rebar; in a curve to the left having a radius of 223.79 feet, an arc distance of 77.05 feet, the chord of which runs S87°56'06"W - 76.67 feet to a rebar; S63°34'32"W - 250.47 feet to an open top; thence turning and running along McArthur Avenue N26°18'28"W - 70.15 feet to a rebar; thence turning and running along the terminus of McArthur Avenue and along property of Paula R.

(SIGNATURE PAGE)

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. \_\_\_\_-22HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 2, ADMINISTRATION; ARTICLE II, COUNTY COUNCIL; SECTION 2-14, COMPENSATION OF COUNCIL MEMBERS; SO AS TO REFLECT THE NEW ANNUAL SALARY FOR COUNTY COUNCIL.

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

SECTION I. The Richland County Code of Ordinances, Chapter 2, Administration; Article II, County Council; Section 2-14, Compensation of council members; is hereby amended to read as follows:

**Sec. 2-14. Compensation of council members.**

~~The compensation to members of the county council fourteen thousand five hundred (\$14,500.00) dollars annually. The chair of the county council shall, during his term as council chair, receive in addition to his annual salary the sum of fifteen hundred (\$1,500.00) dollars per year to compensate for the additional duties required by such position.~~

The compensation of members of the county council shall be equal to the minimum annual salary of an employee of Richland County Government. The chair of the county council shall, during his/her term as chair, receive in addition to his/her annual compensation, the sum of 10 percent of the annual compensation, to compensate for the additional duties required by such position. No change in the compensation of the chair and members of county council shall be effective until the date of commencement of the terms of the chair and members of council elected at the general election following the changes.

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

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

SECTION IV. Effective Date. This ordinance shall be effective from and after \_\_\_\_\_.

RICHLAND COUNTY COUNCIL

BY: \_\_\_\_\_  
Overture Walker, Chair

ATTEST THIS THE \_\_\_\_\_ DAY

OF \_\_\_\_\_, 2022

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

First Reading: October 18, 2022 {Tentative}

Second Reading: October 25, 2022 {Tentative}

Public Hearing: Pursuant to Section 4-19-130, a public hearing is not required. Funds were appropriated under the budget ordinance.

Third Reading: November 1, 2022 {Tentative}

Richland County Council will accept applications through

**November 18, 2022 at 5:00 pm**

**For Service on the following Boards and/or Commissions**

1. Accommodations Tax Committee – Seven (7) Vacancies (**TWO** applicants must have a background in the lodging industry, **THREE** applicants must have a background in the hospitality industry, **ONE** (1) applicant must have a cultural background and **ONE** (1) applicant will fill an At-large seat)
2. Airport Commission – One (1) Vacancy (Applicant must reside in the Rosewood, Shandon or Hollywood-Rose Wales Garden neighborhoods)
3. Board of Zoning Appeals – Six (6) Vacancies
4. Building Codes Board of Appeals – Nine (9) Vacancies (**ONE** applicant must be from the Architecture Industry, **ONE** from the Gas Industry, **ONE** from the Building Industry, **ONE** from the Contracting Industry, **ONE** applicant must be from the Plumbing Industry, **ONE** applicant must be from the Electrical Industry, **ONE** applicant must be from the Engineering Industry and **TWO** from Fire Industry as alternates)
5. Business Service Center Appeals Board – Three (3) Vacancies (**ONE** applicant must be from the Business Industry and **TWO** applicants must be CPAs)
6. Community Relations Council – One (1) Vacancy
7. East Richland Public Service Commission – One (1) Vacancy
8. Hospitality Tax Committee – One (1) Vacancy (Applicant must be from the Restaurant Industry)
9. Lexington Richland Alcohol and Drug Abuse Council (LRADAC) – One (1) Vacancy
10. Midlands Workforce Development Board – Six (6) Vacancies (**ONE** applicant must have a background in Apprenticeship, **ONE** applicant must have a background in Adult Education, **ONE** applicant must have a background in Education and **THREE** applicant must be from the Private Sector)
11. Music Festival Commission – One (1) Vacancy
12. Richland Library Board – Six (6) Vacancies

13. Richland Memorial Hospital Board of Trustees – Six (6) Vacancies
14. Riverbanks Park Commission – One (1) Vacancy
15. Township Auditorium Board – Three (3) Vacancies
16. Transportation Penny Advisory Committee (TPAC) – Three (3) Vacancies

Appointments will **tentatively** begin on **December 6, 2022**

Please visit [www.richlandcountysc.gov](http://www.richlandcountysc.gov) to submit an online application for the board, commission or committee you are interested in serving on. Once you have submitted the application, the Clerk of Council's Office will contact you to schedule a brief interview with the Rules and Appointments Committee.

You are **strongly encouraged** to visit [www.richlandcountysc.gov](http://www.richlandcountysc.gov) to learn more about the board, commission or committee you are interested in serving on and you are encouraged to **speak with your Council District Representative**. If you need additional information, please contact the Richland County Clerk to Council Office at (803) 576-2060 or by e-mail at [rccoco@richlandcountysc.gov](mailto:rccoco@richlandcountysc.gov).





STATE OF SOUTH CAROLINA )  
  )  
COUNTY OF RICHLAND        )

**A RESOLUTION OF THE  
RICHLAND COUNTY COUNCIL**

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

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

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

**NOW, THEREFORE, BE IT RESOLVED THAT:**

James Foust is hereby appointed and commissioned as a Code Enforcement Officer of Richland County for the purpose of providing for the proper security, general welfare, and convenience of the County, replete with all the powers and duties conferred by law upon constables in addition to such duties as may be imposed upon them by the governing body of this County, including the enforcement of the County’s Utilities regulations and Fat, Oil & Grease regulations and the use of an ordinance summons, and with all the powers and duties conferred pursuant to the provisions of Section 4-9-145 of the Code of Laws of South Carolina 1976, as amended. Provided, however, James Foust shall not perform any custodial arrests in the exercise of their duties as code enforcement officers. His appointment shall remain in effect only until such time as the individual appointed is no longer employed by Richland County to enforce the County’s Utilities.

**ADOPTED ON THE 18<sup>TH</sup> DAY OF OCTOBER, 2022.**

---

Overture Walker, Chair  
Richland County Council

Attest: \_\_\_\_\_  
Anette Kirylo  
Clerk of Council

**RICHLAND COUNTY  
ADMINISTRATION**

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



**Agenda Briefing**

<b>Prepared by:</b>	Fred Descy	<b>Title:</b>	Interim Assessor
<b>Department:</b>	Community Planning & Development	<b>Division:</b>	Assessor
<b>Date Prepared:</b>	September 20, 2022	<b>Meeting Date:</b>	October 18, 2022
<b>Legal Review</b>	Patrick Wright via email	<b>Date:</b>	October 10, 2022
<b>Budget Review</b>	Abhijit Deshpande via email	<b>Date:</b>	September 29, 2022
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	October 28, 2022
<b>Approved for consideration:</b>	Assistant County Administrator	Aric A Jensen, AICP	
<b>Meeting/Committee</b>	Regular Session		
<b>Subject</b>	EagleView Imagery		

**RECOMMENDED/REQUESTED ACTION:**

Staff requests approval of the contract to procure EagleView imagery in 2023, 2024, and 2025. Funds were approved by Coronavirus Ad-hoc committee on May 19, 2022 and County Council on June 7, 2022.

Request for Council Reconsideration:  Yes

**FIDUCIARY:**

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

**ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:**

Staff plans to use previously approved American Rescue Plan funds for the capture and implementation of new imagery. There would be no fiscal impact until 2027. No funds have been reserved for 2027, and a new or revised contract would be needed.

*Applicable department/grant key and object codes:* GL 1200992020 JL 4881900 OBJ 526500

**OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:**

None.

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

The County Attorney’s office has reviewed and made corrections to the agreement.

**REGULATORY COMPLIANCE:**

Not applicable.

**MOTION OF ORIGIN:**

"...the committee recommended allocating the American Rescue Plan funding as follows:

- Public Health -- \$15,000,000 (27.21%)
- Public Safety -- \$10,448,013 (18.95%)
- Community Investment -- \$19,000,000 (34.46%)
- Cybersecurity/Technology -- \$10,686,000 (19.38%)\*"

Council Member	Coronavirus Ad Hoc Committee Recommendation
Meeting	Regular Session
Date	June 7, 2022

**STRATEGIC & GENERATIVE DISCUSSION:**

American Rescue Fund projects are intended to improve and extend government services that have been impacted by reduced revenue and access. The property tax roll is the primary source of revenue for Richland County. The role of the Richland County Assessor is to provide annual tax rolls in a timely and efficient manner.

Acquiring traditional and oblique imagery will facilitate the Assessor with discovering missed revenue, provide remote appraisals, and improve the customer service experience. The next County reappraisal process starts in 2023 and having this imagery available will expedite the re-appraisal process as many properties can be appraised remotely. As a conservative estimate, this imagery would save a property appraiser an average of two hours per day in the field, resulting in a yearly time savings of approximately 8,000 staff hours.

The Assessor is in the middle of implementing a new appraisal system that exclusively integrates with EagleView web services. The County’s E911 dispatch provider, Central Square, also exclusively integrates with EagleView web services. Please refer to the exclusivity documents provided with this briefing.

The long term goal is to integrate this product beyond the Assessor’s Office. This includes other County departments such as Public Works, Utilities, and Community Planning and Development. Other examples include E911 Addressing and the development and maintenance of water, sewer and stormwater infrastructure.

Richland County cannot be added to the flight schedule until the contract is approved and signed. Due to the requirement that leaves be off of trees, this substantially reduces the time in which imagery can be acquired (Late December-Late February). Approval of this contract will allow Richland County to get on the schedule to acquire imagery in early to mid-January (weather permitting). This will help to mitigate any unforeseen weather that may negatively impact or prevent imagery from being collected until after the next reappraisal. Imagery will be available within 30-45 days after capture.

**ADDITIONAL COMMENTS FOR CONSIDERATION:**

**ATTACHMENTS:**

1. EagleView Contract
2. EagleView / Harris Exclusivity
3. EagleView / CentralSquare Exclusivity
4. Pictometry Patent Letter
5. Sole Source Request
6. Agenda Briefing from April 6, 2022
7. Agenda Briefing from June 7, 2022

**AGREEMENT BETWEEN  
 PICTOMETRY INTERNATIONAL CORP. (“PICTOMETRY”) AND  
 RICHLAND COUNTY, SC (“CUSTOMER”)**

1. This order form (“Order Form”), in combination with the contract components listed below:

Section A: Product Descriptions, Prices and Payment Terms

Section B: License Terms:

- Delivered Content Terms and Conditions of Use
- Online Services General Terms and Conditions
- Web Visualization Offering Terms and Conditions
- Software License Agreement

Section C: Non-Standard Terms and Conditions

Appendix 1: Photogrammetric Product Specifications

Map(s)

**Richland County Attorney's Office**

**Approved as to LEGAL form ONLY  
 NO Opinion Rendered As To Content**

(all of which, collectively, constitute this “Agreement”) set forth the entire understanding between Pictometry and Customer with respect to the subject matter hereof and supersedes all prior representations, agreements and arrangements, whether oral or written, relating to the subject matter hereof. Any modifications to this Agreement must be made in writing and be signed by duly authorized officers of each party. Any purchase order or similar document issued by Customer in connection with this Agreement is issued solely for Customer’s internal administrative purposes and the terms and conditions set forth on any such purchase order shall be of no force or effect as between the parties.

2. In the event of any conflict among any contract components comprising this Agreement, order of precedence for resolving such conflict shall be, from highest (i.e., supersedes all others) to lowest (i.e., subordinate to all others): Section C: Non-Standard Terms and Conditions; Appendix 1: Photogrammetric Product Specifications; Section A: Product Descriptions, Prices and Payment Terms; License Terms in order as listed above under the heading 'Section B: License Terms'; and Order Form.
3. All notices under this Agreement shall be in writing and shall be sent to the following respective addresses:

<b>CUSTOMER NOTICE ADDRESS</b>
2020 Hampton St.
Columbia, SC 29204
Attn: Andrew Bagnal, Deputy Assessor
Phone: 803-576-1331

<b>PICTOMETRY NOTICE ADDRESS</b>
25 Methodist Hill Drive
Rochester, New York 14623
Attn: General Counsel
Phone: (585) 486-0093      Fax: (585) 486-0098

Either party may change their respective notice address by giving written notice of such change to the other party at the other party’s then-current notice address. Notices shall be given by any of the following methods: personal delivery; reputable express courier providing written receipt; or postage-paid certified or registered United States mail, return receipt requested. Notice shall be deemed given when actually received or when delivery is refused.

4. This Agreement, including all licenses granted pursuant to it, shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not be assignable by either party except that (i) Pictometry shall have the right to assign its right to receive Fees under this Agreement, provided no such assignment shall affect Pictometry's obligations hereunder, and (ii) Pictometry shall have the right to assign all its rights under this Agreement to any person or entity, provided the assignee has assumed all of Pictometry's obligations under this Agreement.
5. IN NO EVENT SHALL EITHER PARTY BE LIABLE, UNDER ANY CAUSE OF ACTION OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING UNDER THEORIES INVOLVING TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR BREACH OF WARRANTY), FOR ANY LOST PROFITS OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR OTHER SPECIAL DAMAGES SUFFERED BY THE OTHER PARTY OR OTHERS, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. With respect to any claims that Customer may have or assert against Pictometry on any matter relating to this Agreement, the total liability of Pictometry shall, in the aggregate, be limited to the aggregate amount received by Pictometry pursuant to this Agreement.

7. The waiver by either party of any default by the other shall not waive subsequent defaults of the same or different kind.
8. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be enforced to the maximum extent permissible and the remaining portions of this Agreement shall remain in full force and effect.
9. Except with respect to Customer's payment obligations for services delivered, reports delivered or any ongoing subscription payment obligation, each party will be excused from performance under this Agreement, will not be deemed to be in breach hereof, and will have no liability to the other party whatsoever if either party is prevented from performing any of its obligations hereunder, in whole or in part, as a result of a Force Majeure Event. A "Force Majeure Event" means an event or occurrence beyond the control of the nonperforming party, such as an act of God or of the public enemy, embargo or other act of government in either its sovereign or contractual capacity, government regulation, travel ban or request, court order, civil disturbance, terrorism, war, quarantine restriction, epidemic, virus, fire, weather, flood, accident, strike, slowdown, delay in transportation, electrical power outage, interruption or degradation in electronic communications systems, inability to obtain necessary labor, materials or manufacturing facilities, and other similar events. In the event of any delay resulting from a Force Majeure Event, any date of delivery hereunder will be extended for a period equal to the time lost because of the delay.
10. In consideration of, and subject to, payment by Customer of the Fees specified in Section A of this Agreement, Pictometry agrees to provide Customer with access to and use of the products specified in Section A of this Agreement, subject to the terms and conditions set forth in this Agreement. Customer hereby agrees to pay the Fees specified in Section A of this Agreement in accordance with the stated payment terms and accepts and agrees to abide by the terms of this Agreement.

This Agreement shall become effective upon execution by duly authorized officers of Customer and Pictometry and receipt by Pictometry of such fully executed document, such date of receipt by Pictometry being the "Effective Date."

**PARTIES:**

<b>CUSTOMER</b>	<b>PICTOMETRY</b>
<b>RICHLAND COUNTY, SC</b>	<b>PICTOMETRY INTERNATIONAL CORP.</b>
	a Delaware corporation
<b>SIGNATURE:</b>	<b>SIGNATURE:</b>
<b>NAME: LEONARDO BROWN</b>	<b>NAME:</b>
<b>TITLE: RICHLAND COUNTY, COUNTY ADMINISTRATOR</b>	<b>TITLE:</b>
<b>DATE:</b>	<b>EXECUTION DATE:</b>
	<b>DATE OF RECEIPT (EFFECTIVE DATE):</b>

**SECTION A**

**PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS**

Pictometry International Corp.  
 25 Methodist Hill Drive  
 Rochester, New York 14623

<b>ORDER #</b>
C28722847

<b>BILL TO</b>
Richland County, SC
Andrew Bagnal, Deputy Assessor
2020 Hampton St.
Columbia, SC 29204
803-576-1331
bagnal.andrew@richlandcountysc.gov

<b>SHIP TO</b>
Richland County, SC
Andrew Bagnal, Deputy Assessor
2020 Hampton St.
Columbia, SC 29204
803-576-1331
bagnal.andrew@richlandcountysc.gov

<b>CUSTOMER ID</b>	<b>SALES REP</b>	<b>FREQUENCY OF PROJECT</b>
A119829	jwilson	Biennial

<b>FIRST PROJECT</b>					
<b>QTY</b>	<b>PRODUCT NAME</b>	<b>PRODUCT DESCRIPTION</b>	<b>LIST PRICE</b>	<b>DISCOUNT PRICE (%)</b>	<b>AMOUNT<sup>1</sup></b>
805	Reveal Essentials+ Property	Provides high resolution ortho and oblique imagery at a Property level. Deliverables include measurable oblique and ortho imagery at a property resolutions. Color balanced orthomosaic imagery is generated by a fully automated photogrammetric process and delivered digitally in various formats with the associated metadata.  Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use  Product Parameters: <i>Leaf:</i> Leaf Off: Less than 15% leaf cover	\$ 400.00	\$ 320.00 (20% - Long Term Incentive Discount)	\$ 257,600.00
805	Reveal Certified Ortho Property	Certified Ortho upgrades an Essentials orthomosaic to an authoritative orthomosaic produced in accordance with state and local requirements  Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use  Product Parameters: <i>Leaf:</i> Leaf Off: Less than 15% leaf cover	\$ 50.00	\$ 35.00 (30%)	\$ 28,175.00
805	Reveal TrueTouch Property	TrueTouch is the application of visual improvements to customers' orthomosaic imagery  Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use  Product Parameters: <i>Leaf:</i> Leaf Off: Less than 15% leaf cover	\$ 50.00	\$ 35.00 (30%)	\$ 28,175.00
2	Pictometry Connect - CA - 100	Pictometry Connect - CA - 100 (Custom Access) provides up to 100 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. The quantity represents the number of years in the Connect term.  Applicable Terms and Conditions: Online Services General Terms and Conditions: Software License Agreement	\$ 3,300.00	\$ 2,640.00 (20%)	\$ 5,280.00

		<p>Product Parameters:  <i>Admin User Name:</i>  Andrew Bagnal  <i>Admin User Email:</i>  bagnal.andrew@richlandcountysc.gov</p>			
2	Pictometry Gateway - CA	<p>Pictometry Gateway - CA (Custom Access) provides web access to Pictometry-hosted custom imagery libraries via API for machine-to-machine access. Pictometry Gateway - CA retrieves for any location either the most recent imagery available for that location or, at the user's option, an alternative date or GSD for that location.</p> <p>This product requires an active Pictometry Connect - CA account. A Pictometry Connect View - CA account is required for public access to the imagery. The custom imagery libraries available for access conforms to Customer's Pictometry Connect - CA account geofence.</p> <p>Applicable Terms and Conditions: Online Services General Terms and Conditions</p> <p>Product Parameters:  <i>Server Integration:</i>  IPA (Both Visualization &amp; Analytics)</p>	\$ 2,000.00	\$ 1,600.00 (20%)	\$ 3,200.00
2	CONNECT ImageService CA	<p>Connect Image Service - CA (Custom Access) provides access via a secure web mapping service to existing orthomosaics available within Customer's Connect account. This service allows use by Customer each calendar month of a total number of image request transactions equal to the product resulting from multiplying (a) the number of concurrent users authorized to use the Connect Image Service pursuant to this Agreement, by (b) 1500 (such product being the "Monthly Image Request Limit"). To the extent use of the Connect Image Service pursuant to this Agreement results in a total number of image request transactions in excess of the Monthly Image Request Limit, Pictometry may review the usage with Customer, increase the price for Customer's Connect Image Service with Customer's consent or, in Pictometry's discretion, suspend further access by Customer to the Connect Image Service. This offering is provided solely for internal use within Customer's organization. Customer must maintain an active paid Pictometry Connect account in order to utilize the Connect Image Service.</p> <p>Applicable Terms and Conditions: Online Services General Terms and Conditions</p>	\$ 2,000.00	\$ 1,600.00 (20%)	\$ 3,200.00
1	FutureView Adv Training	<p>Full conference registration to advanced training designed to maximize deployment. Includes hotel room for up to three nights, event registration, and round-trip airfare up to \$500. Customer will be provided with discount code to complete FutureView registration. (Air Travel Restrictions - 30 day advance purchase for airfare, per person round trip airfare at standard coach class rates through Pictometry's travel provider only.) Must be redeemed within three years of agreement execution date.</p> <p>Applicable Terms and Conditions: Order Form</p>	\$ 2,499.00		\$ 2,499.00



1	Integrated Pictometry Application	<p>Integrated Pictometry Applications are web based technologies that allow a developer to embed a web instance into a product / application that connects to a customers Licensed Pictometry-hosted imagery. Currently supports JavaScript / iFrame applications for both Visualization (External or Public Facing) use and/or Analytics (Internal with Measurement Tools) use. Requires a Pictometry Connect or Pictometry Connect PFW / View Account depending on use type.</p> <p>Applicable Terms and Conditions: Online Services General Terms and Conditions; Software License Agreement</p> <p>Product Parameters:  <i>Server Integration:</i>  IPA (Both Visualization &amp; Analytics)</p>	\$ 1,990.00	\$ 1,403.00 (29.497%)	\$ 1,403.00
2	Pictometry Connect View - CA	<p>Pictometry Connect View - CA (Custom Access) provides visualization-only access to the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web application or server based integration. Requires a customer-provided web application or server based application. With respect to imagery available through this product to third parties or the Public, Pictometry reserves the right to reduce the resolution of the imagery available. Term commences on date of activation. The quantity represents the number of years in the Connect term.</p> <p>Applicable Terms and Conditions: Web Visualization Offering Terms and Conditions</p> <p>Product Parameters:  <i>Admin User Name:</i>  Andrew Bagnal  <i>Admin User Email:</i>  bagnal.andrew@richlandcountysc.gov</p>	\$ 750.00	\$ 600.00 (20%)	\$ 1,200.00
1	Reveal Orthomosaic - Combined	<p>This product represents a single orthomosaic, combining tiles of multiple resolutions with the best-available resolution preferred</p> <p>Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use</p> <p>Product Parameters:  <i>Leaf:</i>  Leaf Off: Less than 15% leaf cover</p>	\$ 0.00		\$ 0.00
1	Pictometry Connect - EarlyAccess	<p>Pictometry Connect - EarlyAccess provides authorized users the ability to login and access the imagery, as specified elsewhere in this agreement, immediately following its preliminary processing and quality control checks and prior to its final processing. Early Access imagery will become available in CONNECT Explorer incrementally as it is processed and it will remain available until final, fully processed imagery is made available through other means. This offering requires an active Pictometry CONNECT account and the current purchase of access to an imagery product.</p> <p>Applicable Terms and Conditions: Online Services General Terms and Conditions</p>	\$ 10,000.00	\$ 0.00 (100%)	\$ 0.00

1	Oblique Imagery Bundle w/Two(2) Yrs of EFS Maint & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, ten (10) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of two years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.  Applicable Terms and Conditions: Software License Agreement	\$ 0.00		\$ 0.00
1	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program. Term commences on date of initial shipment of imagery for a project. The quantity represents the number of years in the DRP term.  Applicable Terms and Conditions: Order Form	\$ 0.00		\$ 0.00
<b>SUBTOTAL</b>					<b>\$330,732.00</b>

**SECOND PROJECT**

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT <sup>1</sup>
805	Reveal Essentials+ Property	Provides high resolution ortho and oblique imagery at a Property level. Deliverables include measurable oblique and ortho imagery at a property resolutions. Color balanced orthomosaic imagery is generated by a fully automated photogrammetric process and delivered digitally in various formats with the associated metadata.  Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use  Product Parameters: <i>Leaf:</i> Leaf Off: Less than 15% leaf cover	\$ 400.00	\$ 320.00 (20% - Long Term Incentive Discount)	\$ 257,600.00
805	Reveal TrueTouch Property	TrueTouch is the application of visual improvements to customers' orthomosaic imagery  Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use  Product Parameters: <i>Leaf:</i> Leaf Off: Less than 15% leaf cover	\$ 50.00	\$ 35.00 (30%)	\$ 28,175.00
805	Reveal Certified Ortho Property	Certified Ortho upgrades an Essentials orthomosaic to an authoritative orthomosaic produced in accordance with state and local requirements  Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use  Product Parameters: <i>Leaf:</i> Leaf Off: Less than 15% leaf cover	\$ 50.00	\$ 35.00 (30%)	\$ 28,175.00
2	Pictometry Connect - CA - 100	Pictometry Connect - CA - 100 (Custom Access) provides up to 100 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. The quantity represents the number of years in the Connect term.  Applicable Terms and Conditions: Online Services General Terms and Conditions;Software License Agreement	\$ 3,300.00	\$ 2,805.00 (15%)	\$ 5,610.00

		<p>Product Parameters:  <i>Admin User Name:</i>  Andrew Bagnal  <i>Admin User Email:</i>  bagnal.andrew@richlandcountysc.gov</p>			
2	Pictometry Gateway - CA	<p>Pictometry Gateway - CA (Custom Access) provides web access to Pictometry-hosted custom imagery libraries via API for machine-to-machine access. Pictometry Gateway - CA retrieves for any location either the most recent imagery available for that location or, at the user's option, an alternative date or GSD for that location.</p> <p>This product requires an active Pictometry Connect - CA account. A Pictometry Connect View - CA account is required for public access to the imagery. The custom imagery libraries available for access conforms to Customer's Pictometry Connect - CA account geofence.</p> <p>Applicable Terms and Conditions: Online Services General Terms and Conditions</p> <p>Product Parameters:  <i>Server Integration:</i>  IPA (Both Visualization &amp; Analytics)</p>	\$ 2,000.00	\$ 1,700.00 (15%)	\$ 3,400.00
2	CONNECT ImageService CA	<p>Connect Image Service - CA (Custom Access) provides access via a secure web mapping service to existing orthomosaics available within Customer's Connect account. This service allows use by Customer each calendar month of a total number of image request transactions equal to the product resulting from multiplying (a) the number of concurrent users authorized to use the Connect Image Service pursuant to this Agreement, by (b) 1500 (such product being the "Monthly Image Request Limit"). To the extent use of the Connect Image Service pursuant to this Agreement results in a total number of image request transactions in excess of the Monthly Image Request Limit, Pictometry may review the usage with Customer, increase the price for Customer's Connect Image Service with Customer's consent or, in Pictometry's discretion, suspend further access by Customer to the Connect Image Service. This offering is provided solely for internal use within Customer's organization. Customer must maintain an active paid Pictometry Connect account in order to utilize the Connect Image Service.</p> <p>Applicable Terms and Conditions: Online Services General Terms and Conditions</p>	\$ 2,000.00	\$ 1,700.00 (15%)	\$ 3,400.00
1	FutureView Adv Training	<p>Full conference registration to advanced training designed to maximize deployment. Includes hotel room for up to three nights, event registration, and round-trip airfare up to \$500. Customer will be provided with discount code to complete FutureView registration. (Air Travel Restrictions - 30 day advance purchase for airfare, per person round trip airfare at standard coach class rates through Pictometry's travel provider only.) Must be redeemed within three years of agreement execution date.</p> <p>Applicable Terms and Conditions: Order Form</p>	\$ 2,499.00		\$ 2,499.00

2	Pictometry Connect View - CA	<p>Pictometry Connect View - CA (Custom Access) provides visualization-only access to the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web application or server based integration. Requires a customer-provided web application or server based application. With respect to imagery available through this product to third parties or the Public, Pictometry reserves the right to reduce the resolution of the imagery available. Term commences on date of activation. The quantity represents the number of years in the Connect term.</p> <p>Applicable Terms and Conditions: Web Visualization Offering Terms and Conditions</p> <p>Product Parameters:  <i>Admin User Name:</i>  Andrew Bagnal  <i>Admin User Email:</i>  bagnal.andrew@richlandcountysc.gov</p>	\$ 750.00	\$ 637.50 (15%)	\$ 1,275.00
1	Reveal Orthomosaic - Combined	<p>This product represents a single orthomosaic, combining tiles of multiple resolutions with the best-available resolution preferred</p> <p>Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use</p> <p>Product Parameters:  <i>Leaf:</i>  Leaf Off: Less than 15% leaf cover</p>	\$ 0.00		\$ 0.00
1	Pictometry Connect - EarlyAccess	<p>Pictometry Connect - EarlyAccess provides authorized users the ability to login and access the imagery, as specified elsewhere in this agreement, immediately following its preliminary processing and quality control checks and prior to its final processing. Early Access imagery will become available in CONNECT Explorer incrementally as it is processed and it will remain available until final, fully processed imagery is made available through other means. This offering requires an active Pictometry CONNECT account and the current purchase of access to an imagery product.</p> <p>Applicable Terms and Conditions: Online Services General Terms and Conditions</p>	\$ 10,000.00	\$ 0.00 (100%)	\$ 0.00
1	Oblique Imagery Bundle w/Two(2) Yrs of EFS Maint & Support	<p>Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, ten (10) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of two years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.</p> <p>Applicable Terms and Conditions: Software License Agreement</p>	\$ 0.00		\$ 0.00
1	RapidAccess - Disaster Response Program	<p>RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program. Term commences on date of initial shipment of imagery for a project. The quantity represents the number of years in the DRP term.</p> <p>Applicable Terms and Conditions: Order Form</p>	\$ 0.00		\$ 0.00
<b>SUBTOTAL</b>					<b>\$330,134.00</b>

**THIRD PROJECT**

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT <sup>1</sup>
805	Reveal Essentials+ Property	<p>Provides high resolution ortho and oblique imagery at a Property level. Deliverables include measurable oblique and ortho imagery at a property resolutions. Color balanced orthomosaic imagery is generated by a fully automated photogrammetric process and delivered digitally in various formats with the associated metadata.</p> <p>Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use</p> <p>Product Parameters:  <i>Leaf:</i>                      Leaf Off: Less than 15% leaf cover</p>	\$ 400.00	\$ 320.00 (20% - Long Term Incentive Discount)	\$ 257,600.00
805	Reveal TrueTouch Property	<p>TrueTouch is the application of visual improvements to customers' orthomosaic imagery</p> <p>Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use</p> <p>Product Parameters:  <i>Leaf:</i>                      Leaf Off: Less than 15% leaf cover</p>	\$ 50.00	\$ 35.00 (30%)	\$ 28,175.00
805	Reveal Certified Ortho Property	<p>Certified Ortho upgrades an Essentials orthomosaic to an authoritative orthomosaic produced in accordance with state and local requirements</p> <p>Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use</p> <p>Product Parameters:  <i>Leaf:</i>                      Leaf Off: Less than 15% leaf cover</p>	\$ 50.00	\$ 35.00 (30%)	\$ 28,175.00
2	Pictometry Connect - CA - 100	<p>Pictometry Connect - CA - 100 (Custom Access) provides up to 100 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. The quantity represents the number of years in the Connect term.</p> <p>Applicable Terms and Conditions: Online Services General Terms and Conditions, Software License Agreement</p> <p>Product Parameters:  <i>Admin User Name:</i>                      Andrew Bagnal  <i>Admin User Email:</i>                      bagnal.andrew@richlandcountysc.gov</p>	\$ 3,300.00	\$ 2,805.00 (15%)	\$ 5,610.00
2	Pictometry Gateway - CA	<p>Pictometry Gateway - CA (Custom Access) provides web access to Pictometry-hosted custom imagery libraries via API for machine-to-machine access. Pictometry Gateway - CA retrieves for any location either the most recent imagery available for that location or, at the user's option, an alternative date or GSD for that location.</p> <p>This product requires an active Pictometry Connect - CA account. A Pictometry Connect View - CA account is required for public access to the imagery. The custom imagery libraries available for access conforms to Customer's Pictometry Connect - CA account geofence.</p> <p>Applicable Terms and Conditions: Online Services General Terms and Conditions</p> <p>Product Parameters:  <i>Server Integration:</i></p>	\$ 2,000.00	\$ 1,700.00 (15%)	\$ 3,400.00

		IPA (Both Visualization & Analytics)			
2	CONNECT ImageService CA	<p>Connect Image Service - CA (Custom Access) provides access via a secure web mapping service to existing orthomosaics available within Customer's Connect account. This service allows use by Customer each calendar month of a total number of image request transactions equal to the product resulting from multiplying (a) the number of concurrent users authorized to use the Connect Image Service pursuant to this Agreement, by (b) 1500 (such product being the "Monthly Image Request Limit"). To the extent use of the Connect Image Service pursuant to this Agreement results in a total number of image request transactions in excess of the Monthly Image Request Limit, Pictometry may review the usage with Customer, increase the price for Customer's Connect Image Service with Customer's consent or, in Pictometry's discretion, suspend further access by Customer to the Connect Image Service. This offering is provided solely for internal use within Customer's organization. Customer must maintain an active paid Pictometry Connect account in order to utilize the Connect Image Service.</p> <p>Applicable Terms and Conditions: Online Services General Terms and Conditions</p>	\$ 2,000.00	\$ 1,700.00 (15%)	\$ 3,400.00
1	FutureView Adv Training	<p>Full conference registration to advanced training designed to maximize deployment. Includes hotel room for up to three nights, event registration, and round-trip airfare up to \$500. Customer will be provided with discount code to complete FutureView registration. (Air Travel Restrictions - 30 day advance purchase for airfare, per person round trip airfare at standard coach class rates through Pictometry's travel provider only.) Must be redeemed within three years of agreement execution date.</p> <p>Applicable Terms and Conditions: Order Form</p>	\$ 2,499.00		\$ 2,499.00
2	Pictometry Connect View - CA	<p>Pictometry Connect View - CA (Custom Access) provides visualization-only access to the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web application or server based integration. Requires a customer-provided web application or server based application. With respect to imagery available through this product to third parties or the Public, Pictometry reserves the right to reduce the resolution of the imagery available. Term commences on date of activation. The quantity represents the number of years in the Connect term.</p> <p>Applicable Terms and Conditions: Web Visualization Offering Terms and Conditions</p> <p>Product Parameters:  <i>Admin User Name:</i>  Andrew Bagnal  <i>Admin User Email:</i>  bagnal.andrew@richlandcountysc.gov</p>	\$ 750.00	\$ 637.50 (15%)	\$ 1,275.00
1	Reveal Orthomosaic - Combined	<p>This product represents a single orthomosaic, combining tiles of multiple resolutions with the best-available resolution preferred</p> <p>Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use</p>	\$ 0.00		\$ 0.00

		Product Parameters: <i>Leaf:</i> Leaf Off: Less than 15% leaf cover			
1	Pictometry Connect - Early Access	Pictometry Connect - EarlyAccess provides authorized users the ability to login and access the imagery, as specified elsewhere in this agreement, immediately following its preliminary processing and quality control checks and prior to its final processing. Early Access imagery will become available in CONNECT Explorer incrementally as it is processed and it will remain available until final, fully processed imagery is made available through other means. This offering requires an active Pictometry CONNECT account and the current purchase of access to an imagery product.  Applicable Terms and Conditions: Online Services General Terms and Conditions	\$ 10,000.00	\$ 0.00 (100%)	\$ 0.00
1	Oblique Imagery Bundle w/Two(2) Yrs of EFS Maint & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, ten (10) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of two years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.  Applicable Terms and Conditions: Software License Agreement	\$ 0.00		\$ 0.00
1	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program. Term commences on date of initial shipment of imagery for a project. The quantity represents the number of years in the DRP term.  Applicable Terms and Conditions: Order Form	\$ 0.00		\$ 0.00
<b>SUBTOTAL</b>					<b>\$330,134.00</b>

Thank you for choosing Pictometry as your service provider.	<b>TOTAL</b>	<b>\$ 991,000.00</b>
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<sup>1</sup>Amount per product = ((1-Discount %) \* Qty \* List Price)

### STANDARD ORTHO MOSAIC PRODUCTS

Pictometry standard ortho mosaic products are produced through automated mosaicking processes that incorporate digital elevation data with individual Pictometry ortho frames to create large-area mosaics on an extremely cost-effective basis. Because these products are produced through automated processes, rather than more expensive manual review and hand-touched corrective processes, there may be inherent artifacts in some of the resulting mosaics. While Pictometry works to minimize such artifacts, the Pictometry standard ortho mosaic products are provided on an 'AS IS' basis with respect to visible cutlines along mosaic seams resulting from the following types of artifacts:

- i. Disconnects in non-elevated surfaces generally caused by inaccurate elevation data;
- ii. Disconnects in elevated surfaces (e.g., roadways, bridges, etc.) generally caused by elevated surfaces not being represented in the elevation data;
- iii. Building intersect and clipping generally caused by buildings not being represented in the elevation data;
- iv. Seasonal variations caused by images taken at different times during a season, or during different seasons;
- v. Ground illumination variations caused by images taken under different illumination (e.g., sunny, high overcast, morning light, afternoon light, etc.) within one flight day or during different flight days;
- vi. Single GSD color variations caused by illumination differences or multiple-aircraft/camera captures;
- vii. Mixed GSD color variations caused by adjacent areas being flown at different ground sample distances (GSDs); and
- viii. Water body color variations caused by multiple individual frames being used to create a mosaic across a body of water (e.g., lakes, ponds, rivers, etc.).

Other Pictometry products may be available that are less prone to such artifacts than the Pictometry standard ortho mosaic products.

### Geofences:

#### FIRST PROJECT

For the Pictometry Connect - CA - 100, Pictometry Connect View - CA, Pictometry Gateway - CA, CONNECT ImageService CA product(s) in this project, the following geofences apply:

SC Richland (Primary)

**SECOND PROJECT**

For the Pictometry Connect - CA - 100, Pictometry Connect View - CA, Pictometry Gateway - CA, CONNECT ImageService CA product(s) in this project, the following geofences apply:  
SC Richland (Primary)

**THIRD PROJECT**

For the Pictometry Connect - CA - 100, Pictometry Connect View - CA, Pictometry Gateway - CA, CONNECT ImageService CA product(s) in this project, the following geofences apply:  
SC Richland (Primary)

**FEES; PAYMENT TERMS**

All amounts due to Pictometry pursuant to this Agreement (“Fees”) are expressed in United States dollars and do not include any duties, taxes (including, without limitation, any sales, use, ad valorem or withholding, value added or other taxes) or handling fees, all of which are in addition to the amounts shown above and, to the extent applicable to purchases by Customer, shall be paid by Customer to Pictometry without reducing any amount owed to Pictometry unless documents satisfactory to Pictometry evidencing exemption from such taxes is provided to Pictometry prior to billing. To the extent any amounts properly invoiced pursuant to this Agreement are not paid within thirty (30) days following the invoice due date, such unpaid amounts shall accrue, and Customer shall pay, interest at the rate of 1.5% per month (or at the maximum rate allowed by law, if less). In addition, Customer shall pay Pictometry all costs Pictometry incurs in collecting past due amounts due under this Agreement including, but not limited to, attorneys’ fees and court costs.

**FIRST PROJECT**

Due at Initial Shipment of Imagery	\$330,732.00
<b>Total Payments</b>	<b>\$330,732.00</b>

**SECOND PROJECT**

Due at Initial Shipment of Imagery	\$330,134.00
<b>Total Payments</b>	<b>\$330,134.00</b>

**THIRD PROJECT**

Due at Initial Shipment of Imagery	\$330,134.00
<b>Total Payments</b>	<b>\$330,134.00</b>

**RapidAccess—Disaster Response Program (“DRP”)**

Customer is eligible for DRP described below from the Effective Date through the second anniversary of the initial Project delivery. Following payment to Pictometry of amounts due with respect to each subsequent Project, Customer will be eligible for the then-current DRP for a period of two years from delivery of such subsequent Project. Customer must be in good-standing with Pictometry to maintain eligibility for DRP.

**A. Disaster Coverage Imagery at No Additional Charge** – Pictometry will, upon request of Customer and at no additional charge, provide standard quality imagery of up to 200 square miles of affected areas (as determined by Pictometry) upon the occurrence of any of the following events during any period Customer is eligible for DRP:

- Hurricane:** areas affected by hurricanes of Category 2 and higher.
- Tornado:** areas affected by tornados rated EF4 and higher.
- Terrorist:** areas affected by damage from terrorist attack.
- Earthquake:** areas affected by damage to critical infrastructure resulting from earthquakes measured at 6.0 or higher on the Richter scale.
- Tsunami:** areas affected by damage to critical infrastructure resulting from tsunamis.

**B. Discounted Rate** – Coverage for areas affected by the events set forth above exceeding 200 square miles will be, subject to Pictometry resource availability, offered to Customer at the then current DRP rates. Also, coverage for areas affected by hurricanes below Category II, tornadoes below EF4 or earthquakes rated below 6.0 on the Richter scale will be, subject to Pictometry resource availability, offered to Customer at the then current DRP rates.



**C. Online Services – Use of Pictometry Connect Explorer™** – Pictometry’s DRP includes the use of Connect Explorer for a term of ninety days from the date of delivery of the DRP imagery. Customer shall have access to the DRP imagery for as long as they maintain an active Connect account.

**PICTOMETRY DELIVERED CONTENT  
TERMS AND CONDITIONS OF USE**

These Pictometry Delivered Content Terms and Conditions of Use (the “Delivered Content Terms and Conditions”), in combination with the corresponding Agreement into which these terms are incorporated, collectively set forth the terms and conditions that govern use of Delivered Content (as hereinafter defined) for use within computing environments operated by parties other than Pictometry. As used in the Delivered Content Terms and Conditions the terms “you” and “your” in uppercase or lowercase shall mean the Customer that entered into the Agreement into which the Delivered Content Terms and Conditions are incorporated.

**1. DEFINITIONS**

- 1.1 “Authorized Subdivision” means, if you are a county or a non-state consortium of counties, any political unit or subdivision located totally or substantially within your boundaries that you authorize to have access to Delivered Content pursuant to the Delivered Content Terms and Conditions.
- 1.2 “Authorized System” means a workstation or server that meets each of the following criteria (i) it is owned or leased by you or an Authorized Subdivision, (ii) it is located within and only accessible from facilities that are owned or leased by you or an Authorized Subdivision, and (iii) it is under the control of and may only be used by you or Authorized Subdivisions.
- 1.3 “Authorized User” means any employee of you or Authorized Subdivisions that is authorized by you to have access to the Delivered Content through an Authorized System.
- 1.4 “Delivered Content” means the images, metadata, data layers, models, reports and other geographic or structural visualizations or embodiments included in, provided with, or derived from the information delivered to you by or on behalf of Pictometry pursuant to the Agreement.
- 1.5 “Project Participant” means any employee or contractor of persons or entities performing services for compensation for you or an Authorized Subdivision that has been identified by written notice to Pictometry prior to being granted access to Delivered Content and, unless Pictometry expressly waives such requirement for any individual, has entered into a written agreement with Pictometry authorizing such access.

**2. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP**

- 2.1 Subject to the terms and conditions of the Agreement, you are granted nonexclusive, nontransferable, limited rights to:
  - (a) install the Delivered Content on Authorized Systems;
  - (b) permit access and use of the Delivered Content through Authorized Systems by:
    - (i) Authorized Users for performance of public responsibilities of you or Authorized Subdivisions that are to be performed entirely within facilities of you or Authorized Subdivisions;
    - (ii) Project Participants under the supervision of Authorized Users for performance of tasks or preparation of materials using only hard copies (or jpg copies) of Delivered Content solely for fulfilling public responsibilities of you or Authorized Subdivisions to be performed entirely within facilities of you or Authorized Subdivisions; and
    - (iii) individual members of the public, but only through Authorized Users and solely for the purpose of making hard copies or jpg copies of images of individual properties or structures (but not bulk orders of multiple properties or structures) to the individual members of the public requesting them.
- 2.2 You may not reproduce, distribute or make derivative works based upon the Delivered Content in any medium, except as expressly permitted in the Delivered Content Terms and Conditions.
- 2.3 You may not offer any part of the Delivered Content for commercial resale or commercial redistribution in any medium.
- 2.4 You may not distribute or otherwise make available any Delivered Content to Google or its affiliates, either directly or indirectly.
- 2.5 You may not exploit the goodwill of Pictometry, including its trademarks, service marks, or logos, without the express written consent of Pictometry.
- 2.6 You may not remove, alter or obscure copyright notices or other notices contained in the Delivered Content.
- 2.7 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in Delivered Content in all media belong to Pictometry or its third party suppliers. Neither you nor any users of the Delivered Content acquire any proprietary interest in the Delivered Content, or any copies thereof, except the limited use rights granted herein.

**3. OBLIGATIONS OF CUSTOMER**

- 3.1 **Geographic Data.** If available, you agree to provide to Pictometry geographic data in industry standard format (e.g., shape, DBF) including, but not limited to, digital elevation models, street centerline maps, tax parcel maps and centroids, which data, to the extent practicable, shall be incorporated into the Delivered Content. You agree that any of this data that is owned by you may be distributed and modified by Pictometry as part of its products and services, provided that at no time shall Pictometry claim ownership of that data.
- 3.2 **Notification.** You shall (a) notify Pictometry in writing of any claims or proceedings involving any of the Delivered Content within ten (10) days after you learn of the claim or proceeding, and (b) report promptly to Pictometry all claimed or suspected defects in Delivered Content.
- 3.3 **Authorized User Compliance.** You shall at all times be responsible for compliance by each Authorized User with the Delivered Content Terms and Conditions.
- 3.4 **Authorized Subdivision Compliance.** You shall at all times be responsible for compliance by each Authorized Subdivision with the Delivered Content Terms and Conditions.
- 3.5 **Project Participants.** Each notice to Pictometry identifying a potential Project Participant shall include a detailed description of the scope and nature of the Project Participants’ planned work and the intended use of the Delivered Content in such work. Pictometry retains the right to restrict or revoke access to Delivered Content by any Project Participant who does not comply with the terms of the Delivered Content Terms and Conditions.

**4. LICENSE DURATION; EFFECT OF TERMINATION**

- 4.1 **Term.** The license granted to you in the Delivered Content Terms and Conditions is perpetual, subject to Pictometry’s right to terminate the license in the event you do not pay in full the Fees specified elsewhere in the Agreement, the Agreement is terminated for any reason other than a breach of the Agreement by Pictometry, or as otherwise provided in the Agreement.
- 4.2 **Effect of Termination.** Upon termination of the license granted to you in the Delivered Content Terms and Conditions, you shall immediately cease all use of the Delivered Content, promptly purge all copies of the Delivered Content from all workstations and servers on which any of it may be stored or available at the time, and return hard drive/media containing Delivered Content to Pictometry.

**5. TRADEMARKS; CONFIDENTIALITY**

- 5.1 **Use of Pictometry’s Marks.** You agree not to attach any additional trademarks, trade names, logos or designations to any Delivered Content or to any copies

of any Delivered Content without prior written approval from Pictometry. You may, however, include an appropriate government seal and your contact information so long as the seal and contact information in no way obscure or deface the Pictometry marks. You further agree that you will not use any Pictometry trademark, trade name, logo, or designation in connection with any product or service other than the Delivered Content. Your nonexclusive right to use Pictometry's trademarks, trade name, logos, and designations are coterminous with the license granted to you in the Delivered Content Terms.

**5.2 Confidentiality of Delivered Content.** The Delivered Content consists of commercially valuable, proprietary products owned by Pictometry, the design and development of which reflect an investment of considerable time, effort, and money. The Delivered Content is treated by Pictometry as confidential and contains substantial trade secrets of Pictometry. You agree that you will not disclose, provide a copy of, or disseminate the Delivered Content (other than as expressly permitted in the Delivered Content Terms and Conditions) or any part thereof to any person in any manner or for any purpose inconsistent with the license granted to you in the Delivered Content Terms and Conditions. You agree to use your best efforts to assure that your personnel, and any others afforded access to the Delivered Content, protect the Delivered Content against unauthorized use, disclosure, copying, and dissemination, and that access to the Delivered Content and each part thereof will be strictly limited.

## **6. LIMITED WARRANTY; DISCLAIMER OF WARRANTIES**

**6.1 Limited Warranties; Exclusive Remedy.** Pictometry warrants that the Delivered Content will contain true and usable copies of the designated imagery as of the date of capture. As the sole and exclusive remedy for any breach of the foregoing warranty, Pictometry shall use reasonable efforts to correct any deficiency that precludes use of the Delivered Content in the manner intended.

**6.2 Disclaimer of Other Warranties.** Except as provided in Section 6.1, above, THE DELIVERED CONTENT IS PROVIDED TO YOU "AS IS" AND "WITH ALL FAULTS." PICTOMETRY MAKES NO OTHER WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY. ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ACCURACY, ARE HEREBY DISCLAIMED AND EXCLUDED BY PICTOMETRY.

**6.3 Limitation of Liability.** With respect to any other claims that you may have or assert against Pictometry on any matter relating to the Delivered Content, the total liability of Pictometry shall, in the aggregate, be limited to the aggregate amount received by Pictometry in payment for Delivered Content during the immediately preceding twenty-four (24) month period.

## **7. MISCELLANEOUS PROVISIONS**

**7.1 Restricted Rights.** [NOT APPLICABLE]

**7.2 Governing Law.** This License Agreement shall be governed by and interpreted in accordance with the laws of the State of South Carolina, excluding its conflicts of law principles.

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[END OF DELIVERED CONTENT TERMS AND CONDITIONS]

**PICTOMETRY ONLINE SERVICES  
GENERAL TERMS AND CONDITIONS**

These Pictometry Online Services General Terms and Conditions (the "General Terms and Conditions"), in combination with the corresponding Pictometry order form, if any, collectively constitute the license agreement (the "License Agreement") that governs your use of the Pictometry online services (the "Online Services"), the images available in the Online Services, and all associated metadata and data layers included in, provided with, or derived from those images (the "Licensed Content") provided by Pictometry International Corp. and its affiliated companies (collectively, "Pictometry"). The terms "you" and "your" in uppercase or lowercase shall mean the individual, entity (e.g., corporation, limited liability company, partnership, sole proprietor, etc.) or government agency entering into the License Agreement.

**1. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP**

- 1.1 You are granted a nonexclusive, nontransferable, limited right to access and use the Online Services and the Licensed Content obtained or derived from the Online Services solely for your internal business purposes and not for resale or redistribution. The rights granted to you include, subject to the restrictions set forth below and on the Order Form, the right to copy limited portions of the Licensed Content onto your computer to facilitate preparation of hardcopies and work product records, and the right to make hardcopies of the Licensed Content, provided that the Licensed Content and the permitted copies thereof may not be sold, leased, loaned, distributed, or copied for use by anyone other than you.
- 1.2 You may not make the Online Services available to any other party.
- 1.3 You may not copy the Licensed Content or portions thereof onto any computer or storage device or media for the purpose of creating or maintaining one or more databases of that content for use in substitution for subsequent access to the content through the Online Services.
- 1.4 You may not distribute or otherwise make available any Licensed Content to Google or its affiliates, either directly or indirectly.
- 1.5 You may not exploit the goodwill of Pictometry, including its trademarks, service marks, or logos, without the express written consent of Pictometry.
- 1.6 You may not remove, alter or obscure copyright notices or other notices contained in the Licensed Content.
- 1.7 You may not offer any part of the Online Services or the Licensed Content for commercial resale or commercial redistribution in any medium.
- 1.8 You may not use the Online Services or the Licensed Content to compete with any businesses of Pictometry.
- 1.9 You may not use information included in the Online Services or the Licensed Content to determine an individual consumer's eligibility for (a) credit or insurance for personal, family, or household purposes; (b) employment; or (c) a government license or benefit. The term "consumer" is defined in the United States Fair Credit Reporting Act at 15 USC §1681.
- 1.10 You may not access the Online Services via mechanical, programmatic, robotic, scripted or any other automated means. Unless otherwise agreed by Pictometry in writing, use of the Online Services is permitted only via manually conducted, discrete, human-initiated individual search and retrieval activities.
- 1.11 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in the Online Services and the Licensed Content in all media belong to Pictometry or its third party suppliers. Neither you nor any users of the Online Services or the Licensed Content acquire any proprietary interest in the Online Services, the Licensed Content, or any copies thereof, except the limited use rights granted herein.

**2. ACCESS TO SERVICES**

- 2.1 Only you, your employees, and temporary or contract employees dedicated to performing work exclusively for you (each, an "Eligible User" and collectively, the "Eligible Users") are eligible to access and use the Online Services and the Licensed Content pursuant to the License Agreement. Each Eligible User to be provided access to the Online Service shall be assigned a unique login/password ("Pictometry Credential") for purposes of accessing the Online Services. You agree that each Pictometry Credential shall only be used by the Eligible User to whom it was originally assigned and that Pictometry Credentials may not be shared with, or used by, any other person, including other Eligible Users. You will promptly deactivate an Eligible User's Pictometry Credential in the event the Eligible User no longer meets the eligibility requirements or you otherwise wish to terminate the Eligible User's access to the Online Services. You are responsible for all use of the Online Services accessed with Pictometry Credentials issued to your Eligible Users, including associated charges, whether by Eligible Users or others. You will use reasonable commercial efforts to prevent unauthorized use of Pictometry Credentials assigned to your Eligible Users and will promptly deactivate any Pictometry Credentials you suspect are lost, stolen, compromised, or misused.
- 2.2 The Online Services, the Licensed Content, and features and functionality within the Online Services may be enhanced, added to, withdrawn, or otherwise changed by Pictometry without notice.
- 2.3 You are aware and understand that any user data collected or stored by the Online Services may be accessed by US law enforcement agencies under the US PATRIOT Act. You hereby release, and agree to hold Pictometry harmless from, all claims against Pictometry with respect to such access.

**3. DISCLAIMERS**

- 3.1 The Online Services and the Licensed Content are provided for visualization purposes only, are not authoritative or definitive, and do not constitute professional engineering or surveying services.
- 3.2 The Online Services and the Licensed Content are not to be relied upon to precisely locate or determine property boundaries and should not be used in lieu of a professional survey where the accuracy of measurements, distance, height, angle, area and volume, may have significant consequences.
- 3.3 All measurements and reports generated by the Online Services or from the Licensed Content are based upon second order visualization and measurement data that do not provide authoritative or definitive measurement results suitable for professional engineering or surveying purposes.
- 3.4 Contour information obtained from the Online Services or contained in the Licensed Content is generated from undersampled elevation data, is provided for informational purposes only, and is not suitable for use as the basis for hydrographic computations, estimations or analyses.
- 3.5 While the Online Services and the Licensed Content may be considered useful supplements for life critical applications, they are not designed or maintained to support such applications and Pictometry and its third party suppliers of the Online Services and the Licensed Content hereby disclaim all liability for damages claims and expenses arising from such use.
- 3.6 Your reliance on the Online Services and the Licensed Content should only be undertaken after an independent review of their accuracy, completeness, efficacy, timeliness and adequacy for your intended purpose.
- 3.7 Pictometry and each third party supplier of any portion of the Online Services or the Licensed Content assume no responsibility for any consequences resulting from the use of the Online Services or the Licensed Content.
- 3.8 Pictometry and each third party supplier of any portion of the Online Services or the Licensed Content hereby disclaim all liability for damages, claims and expenses arising from or in any way related to the accuracy or availability of the Online Services and the Licensed Content.
- 3.9 By accepting these General Terms and Conditions or by using the Online Services or the Licensed Content, you waive any and all rights you may have against Pictometry, each third party supplier of any portion of the Online Services or the Licensed Content, and each of their directors, officers, members and employees, arising out of use of or reliance upon the Online Services or the Licensed Content.

**4. LIMITED WARRANTY**

- 4.1 Pictometry represents and warrants that it has the right and authority to make the Online Services and the Licensed Content available to you and your Eligible Users as authorized expressly by this License Agreement.
- 4.2 EXCEPT AS OTHERWISE PROVIDED IN SECTION 4.1, THE ONLINE SERVICES AND LICENSED CONTENT ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND PICTOMETRY AND EACH THIRD PARTY SUPPLIER OF LICENSED CONTENT EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## 5. LIMITATION OF LIABILITY

- 5.1 No Covered Party (as defined below) shall be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) any errors in or omissions from the Online Services or the Licensed Content, (b) the unavailability or interruption of the Online Services or any features thereof or the Licensed Content, (c) your or an Eligible User's use of the Online Services or the Licensed Content, (d) the loss or corruption of any data or equipment in connection with the Online Services or the Licensed Content, (e) the content, accuracy, or completeness of the Licensed Content, all regardless of whether you received assistance in the use of the Online Service from a Covered Party, (f) any delay or failure in performance beyond the reasonable control of a Covered Party, or (g) any content retrieved from the Internet even if retrieved or linked to from within the Online Services.
- 5.2 "Covered Party" means (a) Pictometry and any officer, director, employee, subcontractor, agent, successor, or assign of Pictometry; and (b) each third party supplier of any Licensed Content, third party alliance entity, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of any third party supplier of any Licensed Content or third party alliance entity and their affiliates.
- 5.3 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL THE AGGREGATE LIABILITY OF THE COVERED PARTIES IN CONNECTION WITH ANY CLAIM ARISING OUT OF OR RELATING TO THE ONLINE SERVICES OR THE LICENSED CONTENT OR THIS LICENSE AGREEMENT EXCEED THE LESSER OF YOUR ACTUAL DIRECT DAMAGES OR THE AMOUNT YOU PAID FOR THE ONLINE SERVICES IN THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. YOUR RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH YOU MAY HAVE AGAINST ANY COVERED PARTY.
- 5.4 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, NEITHER YOU NOR THE COVERED PARTIES WILL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE ONLINE SERVICES, THE LICENSED CONTENT, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO A PARTY'S INDEMNITY OBLIGATIONS OR YOUR (AND YOUR ELIGIBLE USERS') INFRINGEMENT OF INTELLECTUAL PROPERTY OR MISAPPROPRIATION OF PROPRIETARY DATA BELONGING TO PICTOMETRY OR ITS THIRD PARTY SUPPLIERS.
- 5.5 Notwithstanding anything to the contrary in this Section 5:
  - (a) If there is a breach of the warranty in Section 4.1 above, then Pictometry, at its option and expense, shall either defend or settle any action and hold you harmless against proceedings or damages of any kind or description based on a third party's claim of patent, trademark, service mark, copyright or trade secret infringement related to use of the Online Services or the Licensed Content, asserted against you by such third party provided: (i) all use of the Online Services and the Licensed Content was in accordance with this License Agreement; (ii) the claim, cause of action or infringement was not caused by you modifying or combining the Online Services or the Licensed Content with or into other products, applications, images or data not approved by Pictometry; (iii) you give Pictometry prompt notice of such claim; and (iv) you give Pictometry the right to control and direct the investigation, defense and settlement of such claim. You, at Pictometry's expense, shall reasonably cooperate with Pictometry in connection with the foregoing.
  - (b) In addition to Section 5.5(a), if the Online Services, the operation thereof or the Licensed Content become, or in the opinion of Pictometry are likely to become, the subject of a claim of infringement, Pictometry may, at its option and expense, either: (i) procure for you the right to continue using the Online Services or the Licensed Content, (ii) replace or modify the Online Services or the Licensed Content so that they become non-infringing; or (iii) terminate the License Agreement on notice to you and grant you a pro-rata refund or credit (whichever is applicable) for any pre-paid fees or fixed charges.
  - (c) The provisions of Sections 5.5(a) and (b) shall constitute your sole and exclusive remedy for the respective matters specified therein.

## 6. MISCELLANEOUS

- 6.1 The terms and conditions of this License Agreement may be changed from time to time immediately upon notice to you. If any changes are made to this License Agreement, such changes will: (a) only be applied prospectively; and (b) not be specifically directed against you or your Eligible Users but will apply to all similarly situated Pictometry customers using the Online Services. You may terminate this License Agreement upon written notice to Pictometry if any change to the terms and conditions of this License Agreement is unacceptable to you. For termination to be effective under this Section 6.1, written notice of termination must be provided to Pictometry within 90 days of the effective date of the change. Continued use of the Online Services following the effective date of any change constitutes acceptance of the change, but does not affect the foregoing termination right. Except as provided above, this License Agreement may not be supplemented, modified or otherwise revised unless signed by duly authorized representatives of both parties. Furthermore, this License Agreement may not be supplemented, modified or otherwise revised by email exchange, even if the email contains a printed name or signature line bearing signature-like font. The foregoing does not prohibit the execution of electronic contracts bearing electronic signatures of authorized representatives of both parties, provided such signatures include digital certifications or are otherwise authenticated.
- 6.2 In the event of a breach of this License Agreement by you, any Eligible User or someone using the Pictometry Credential of an Eligible User, Pictometry may temporarily suspend or discontinue providing access to the Online Services to any or all Eligible Users without notice and Pictometry may pursue any other legal remedies available to it.
- 6.3 All notices and other communications hereunder shall be in writing or displayed electronically in the Online Services by Pictometry. Notices shall be deemed to have been properly given on the date deposited in the mail, if mailed; on the date first made available, if displayed in the Online Services; or on the date received, if delivered in any other manner. Legal notices to Pictometry should be sent to Pictometry, Attn: General Counsel, 25 Methodist Hill Drive, Rochester, New York 14623.
- 6.4 The failure of you, Pictometry, or any third party supplier of the Online Services or any Licensed Content to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.
- 6.5 Neither you nor any Eligible User may assign or otherwise transfer your rights or delegate your duties under this License Agreement without the prior written consent of Pictometry. Any attempt by you or any Eligible User to assign, transfer or delegate your rights or obligations under this License Agreement without Pictometry's consent shall be void, and shall also void the limited license granted to you by this License Agreement. This License Agreement and any amendment thereto shall be binding on, and will inure to the benefit of the parties and their respective successors and permitted assigns.
- 6.6 This License Agreement shall be governed by and interpreted in accordance with the laws of the State of South Carolina, excluding its conflicts of law principles. Unless you are a government entity, in the event that any legal proceedings are commenced with respect to any matter arising under this License Agreement, the parties specifically consent and agree that the courts of the State of South Carolina or, in the alternative, the Federal Courts located in the

State of South Carolina shall have exclusive jurisdiction over each of the parties and over the subject matter of any such proceedings, and that the venue of any such action shall be in South Carolina.

- 6.7 This License Agreement will be enforced to the fullest extent permitted by applicable law. If any provision of this License Agreement is held to be invalid or unenforceable to any extent, then (a) such provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent and (b) such invalidity or unenforceability will not affect any other provision of this License Agreement.
- 6.8 Where applicable, each affiliated company of Pictometry and each third party supplier of the Online Services or any Licensed Content has the right to assert and enforce the provisions of this License Agreement directly on its own behalf as a third party beneficiary.
- 6.9 In the event of a breach of your obligations under this License Agreement or your payment obligations with respect to access to the Online Services or the Licensed Content, you agree to pay all of Pictometry's costs of enforcement and collection, including court costs and reasonable attorneys' fees.
- 6.10 This License Agreement constitutes the entire agreement of the parties with respect to its subject matter and replaces and supersedes any prior written or verbal communications, representations, proposals or quotations relating to that subject matter.

**[END OF ONLINE SERVICES GENERAL TERMS AND CONDITIONS]**

**PICTOMETRY WEB VISUALIZATION OFFERING  
TERMS AND CONDITIONS**

These Pictometry Web Visualization Offering Terms and Conditions (the "WVO Terms and Conditions"), in combination with the corresponding Pictometry order form, if any, collectively constitute the license agreement (the "WVO License Agreement") that governs your use of Pictometry web visualization offerings (the "WVO Services"), the images available in the WVO Services, and all associated metadata and data layers included in, provided with, or derived from those images (the "WVO Licensed Content") provided by Pictometry International Corp. and its affiliated companies (collectively, "Pictometry"). The terms "you" and "your" in uppercase or lowercase shall mean the individual, entity (e.g., corporation, limited liability company, partnership, sole proprietor, etc.) or government agency entering into the WVO License Agreement.

**1. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP**

- 1.1 You are granted a nonexclusive, nontransferable, limited right to use and to provide public access to, and use of, the WVO Services solely for purposes of providing access to WVO Licensed Content in response to human-initiated, discrete location-specific requests through a single web site operated exclusively by or for you to serve you and your public constituencies and not for resale or redistribution or commercial use of any nature.
- 1.2 You may not copy or retain copies of the WVO Licensed Content obtained through the WVO Services or portions thereof onto any computer or storage device or media for the purpose of creating or maintaining one or more databases of that content for use in substitution for subsequent access to the content through the WVO Services or any other Pictometry Services, nor will you authorize or permit any user of the WVO Services to do so.
- 1.3 You may not exploit the goodwill of Pictometry, including its trademarks, service marks, or logos without the express written consent of Pictometry.
- 1.4 You may not remove, alter or obscure copyright notices or other notices contained in the WVO Licensed Content.
- 1.5 You may not offer any part of the WVO Services or the WVO Licensed Content for commercial resale or commercial redistribution in any medium.
- 1.6 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in the WVO Services and the WVO Licensed Content in all media belong to Pictometry or its third party suppliers. Neither you nor any users of the WVO Services or the WVO Licensed Content acquire any proprietary interest in the WVO Services, the WVO Licensed Content, or any copies thereof, except the limited use rights granted herein.

**2. TERMS OF ACCESS TO WVO SERVICES**

- 2.1 You shall provide to all end-users of the WVO Services on the page through which they access such services conspicuous notice of the following terms of access: (a) WVO Licensed Content available through the WVO is copyrighted material, (b) end-users of the WVO Services are granted the right to access and view the WVO Licensed Content through the WVO Services for personal use only and not for commercial purposes of any type, (c) end-users of the WVO Services are prohibited from reproducing, reselling, transferring, redistributing or creating derivative works from WVO Licensed Content, (d) all right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in the WVO Services and the WVO Licensed Content in all media belong to Pictometry or its third party suppliers, and (e) THE WVO SERVICES AND WVO LICENSED CONTENT ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND PICTOMETRY AND EACH THIRD PARTY SUPPLIER OF WVO LICENSED CONTENT EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 2.2 The WVO Services, the WVO Licensed Content, and features and functionality within the WVO Services may be enhanced, added to, withdrawn, or otherwise changed by Pictometry without notice.
- 2.3 You are aware and understand that any user data collected or stored by the WVO Services may be accessed by US law enforcement agencies under the US PATRIOT Act. You hereby release, and agree to hold Pictometry harmless from, all claims against Pictometry with respect to such access.

**3. DISCLAIMERS**

- 3.1 The WVO Services and the WVO Licensed Content are provided for visualization purposes only, are not authoritative or definitive, and do not constitute professional engineering or surveying services.
- 3.2 The WVO Services and the WVO Licensed Content are not to be relied upon to precisely locate or determine property boundaries and should not be used in lieu of a professional survey where the accuracy of measurements, distance, height, angle, area and volume, may have significant consequences.
- 3.3 All measurements and reports generated by the WVO Services or from the WVO Licensed Content are based upon second order visualization and measurement data that do not provide authoritative or definitive measurement results suitable for professional engineering or surveying purposes.
- 3.4 Contour information obtained from the WVO Services or contained in the WVO Licensed Content is generated from undersampled elevation data, is provided for informational purposes only, and is not suitable for use as the basis for hydrographic computations, estimations or analyses.
- 3.5 While the WVO Services and the WVO Licensed Content may be considered useful supplements for life critical applications, they are not designed or maintained to support such applications and Pictometry and its third party suppliers of the WVO Services and the WVO Licensed Content hereby disclaim all liability for damages, claims and expenses arising from such use.
- 3.6 Your reliance on the WVO Services and the WVO Licensed Content should only be undertaken after an independent review of their accuracy, completeness, efficacy, timeliness and adequacy for your intended purpose.
- 3.7 Pictometry and each third party supplier of any portion of the WVO Services or the WVO Licensed Content assume no responsibility for any consequences resulting from the use of the WVO Services or the WVO Licensed Content.
- 3.8 Pictometry and each third party supplier of any portion of the WVO Services or the WVO Licensed Content hereby disclaim all liability for damages, claims and expenses arising from or in any way related to the accuracy or availability of the WVO Services and the WVO Licensed Content.
- 3.9 By accepting these WVO Terms and Conditions or by using the WVO Services or the WVO Licensed Content, you waive any and all rights you may have against Pictometry, each third party supplier of any portion of the WVO Services or the WVO Licensed Content, and each of their directors, officers, members and employees, arising out of use of or reliance upon the WVO Services or the WVO Licensed Content.

**4. LIMITED WARRANTY**

- 4.1 Pictometry represents and warrants that it has the right and authority to make the WVO Services and the WVO Licensed Content available to you as authorized expressly by this WVO License Agreement.
- 4.2 EXCEPT AS OTHERWISE PROVIDED IN SECTION 4.1, THE WVO SERVICES AND WVO LICENSED CONTENT ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND PICTOMETRY AND EACH THIRD PARTY SUPPLIER OF WVO LICENSED CONTENT EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**5. LIMITATION OF LIABILITY**

- 5.1 No Covered Party (as defined below) shall be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) any errors in or omissions from the WVO Services or the WVO Licensed Content, (b) the unavailability or interruption of the WVO Services or any features thereof or the WVO Licensed Content, (c) your or any other party's use of the WVO Services or the WVO Licensed Content, (d) the loss or corruption of any data or equipment in connection with the WVO Services or the WVO Licensed Content, (e) the content, accuracy, or completeness of the WVO Licensed Content,

- all regardless of any assistance received in the use of the WVO Service from a Covered Party, (f) any delay or failure in performance beyond the reasonable control of a Covered Party, or (g) any content retrieved from the Internet even if retrieved or linked to from within the WVO Services.
- 5.2 "Covered Party" means (a) Pictometry, its affiliates and any officer, director, employee, subcontractor, agent, successor, or assign of Pictometry or its affiliates; and (b) each third party supplier of any WVO Licensed Content, third party alliance entity, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of any third party supplier of any WVO Licensed Content or third party alliance entity and their affiliates.
- 5.3 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL THE AGGREGATE LIABILITY OF THE COVERED PARTIES IN CONNECTION WITH ANY CLAIM ARISING OUT OF OR RELATING TO THE WVO SERVICES OR THE WVO LICENSED CONTENT OR THIS WVO LICENSE AGREEMENT EXCEED THE LESSER OF YOUR ACTUAL DIRECT DAMAGES OR THE AMOUNT YOU PAID FOR THE WVO SERVICES IN THE TWENTY-FOUR MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. YOUR RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH YOU MAY HAVE AGAINST ANY COVERED PARTY.
- 5.4 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, NEITHER YOU NOR THE COVERED PARTIES WILL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE WVO SERVICES, THE WVO LICENSED CONTENT, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO A PARTY'S INDEMNITY OBLIGATIONS OR YOUR (OR ANY OTHER WVO SERVICES USERS') INFRINGEMENT OF INTELLECTUAL PROPERTY OR MISAPPROPRIATION OF PROPRIETARY DATA BELONGING TO PICTOMETRY OR ITS THIRD PARTY SUPPLIERS.
- 5.5 Notwithstanding anything to the contrary in this Section 5:
- (a) If there is a breach of the warranty in Section 4.1 above, then Pictometry, at its option and expense, shall either defend or settle any action and hold you harmless against proceedings or damages of any kind or description based on a third party's claim of patent, trademark, service mark, copyright or trade secret infringement related to use of the WVO Services or the WVO Licensed Content, asserted against you by such third party provided: (i) all use of the WVO Services and the WVO Licensed Content was in accordance with this WVO License Agreement; (ii) the claim, cause of action or infringement was not caused by you modifying or combining the WVO Services or the WVO Licensed Content with or into other products, applications, images or data not approved by Pictometry; (iii) you give Pictometry prompt notice of such claim; and (iv) you give Pictometry the right to control and direct the investigation, defense and settlement of such claim. You, at Pictometry's expense, shall reasonably cooperate with Pictometry in connection with the foregoing.
- (b) In addition to Section 5.5(a), if the WVO Services, the operation thereof or the WVO Licensed Content become, or in the opinion of Pictometry are likely to become, the subject of a claim of infringement, Pictometry may, at its option and expense, either: (i) procure for you the right to continue using the WVO Services or the WVO Licensed Content, (ii) replace or modify the WVO Services or the WVO Licensed Content so that they become non-infringing; or (iii) terminate the WVO License Agreement on notice to you and grant you a pro-rata refund or credit (whichever is applicable) for any pre-paid fees or fixed charges.
- (c) The provisions of Sections 5.5(a) and (b) shall constitute your sole and exclusive remedy for the respective matters specified therein.

## 6. MISCELLANEOUS

- 6.1 The terms and conditions of this WVO License Agreement may be changed from time to time immediately upon notice to you. If any changes are made to this WVO License Agreement, such changes will: (a) only be applied prospectively; and (b) not be specifically directed against you but will apply to all similarly situated Pictometry customers using the WVO Services. You may terminate this WVO License Agreement upon written notice to Pictometry if any change to the terms and conditions of this WVO License Agreement is unacceptable to you. For termination to be effective under this Section 6.1, written notice of termination must be provided to Pictometry within 90 days of the effective date of the change. Continued use of the WVO Services following the effective date of any change constitutes acceptance of the change, but does not affect the foregoing termination right. Except as provided above, this WVO License Agreement may not be supplemented, modified or otherwise revised unless signed by duly authorized representatives of both parties. Furthermore, this WVO License Agreement may not be supplemented, modified or otherwise revised by email exchange, even if the email contains a printed name or signature line bearing signature-like font. The foregoing does not prohibit the execution of electronic contracts bearing electronic signatures of authorized representatives of both parties, provided such signatures include digital certifications or are otherwise authenticated.
- 6.2 In the event of a breach of this WVO License Agreement by you or someone using the WVO Services, Pictometry may temporarily suspend or discontinue providing access to the WVO Services without notice and Pictometry may pursue any other legal remedies available to it.
- 6.3 All notices and other communications hereunder shall be in writing. Notices shall be deemed to have been properly given on the date deposited in the mail, if mailed or on the date received, if delivered in any other manner. Legal notices to Pictometry should be sent to Pictometry, Attn: General Counsel, 25 Methodist Hill Drive, Rochester, New York 14623.
- 6.4 The failure of you, Pictometry, or any third party supplier of the WVO Services or any WVO Licensed Content to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.
- 6.5 You may not assign or otherwise transfer your rights or delegate your duties under this WVO License Agreement without the prior written consent of Pictometry. Any attempt by you to assign, transfer or delegate your rights or obligations under this WVO License Agreement without Pictometry's consent shall be void, and shall also void the limited license granted to you by this WVO License Agreement. This WVO License Agreement and any amendment thereto shall be binding on, and will inure to the benefit of the parties and their respective successors and permitted assigns.
- 6.6 This WVO License Agreement shall be governed by and interpreted in accordance with the laws of the State of South Carolina, excluding its conflicts of law principles. Unless you are a government entity, in the event that any legal proceedings are commenced with respect to any matter arising under this WVO License Agreement, the parties specifically consent and agree that the courts of the State of New York or, in the alternative, the Federal Courts located in the State of South Carolina shall have exclusive jurisdiction over each of the parties and over the subject matter of any such proceedings, and that the venue of any such action shall be in South Carolina.
- 6.7 This WVO License Agreement will be enforced to the fullest extent permitted by applicable law. If any provision of this WVO License Agreement is held to be invalid or unenforceable to any extent, then (a) such provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent and (b) such invalidity or unenforceability will not affect any other provision of this WVO License Agreement.
- 6.8 Where applicable, each affiliated company of Pictometry and each third party supplier of the WVO Services or any WVO Licensed Content has the right to assert and enforce the provisions of this WVO License Agreement directly on its own behalf as a third party beneficiary.
- 6.9 In the event of a breach of your obligations under this WVO License Agreement or your payment obligations with respect to access to the WVO Services or the WVO Licensed Content, you agree to pay all of Pictometry's costs of enforcement and collection, including court costs and reasonable attorneys' fees.
- 6.10 This WVO License Agreement constitutes the entire agreement of the parties with respect to its subject matter and replaces and supersedes any prior written or verbal communications, representations, proposals or quotations relating to that subject matter.

[END OF WEB VISUALIZATION OFFERING TERMS AND CONDITIONS]



PICTOMETRY SOFTWARE  
LICENSE AGREEMENT

**PLEASE READ THIS SOFTWARE LICENSE AGREEMENT ("LICENSE") CAREFULLY BEFORE DOWNLOADING, INSTALLING OR USING THE SOFTWARE. BY USING THE SOFTWARE, YOU AGREE TO THE TERMS OF THIS LICENSE. IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENSE, DO NOT DOWNLOAD, INSTALL OR USE THE SOFTWARE.**

1. **GENERAL.** The software ("Pictometry Software") and any written materials that accompany the software ("Documentation") in any media or form are licensed, not sold, to you by Pictometry International Corp. ("Pictometry") for use only under the terms of this License. Pictometry reserves all rights not expressly granted to you in this License.
2. **LICENSE.** Subject to the terms and conditions of this License, you are granted a limited, non-transferable, terminable, non-sublicenseable, non-exclusive license to install and use the Pictometry Software and the Documentation (collectively, the "Proprietary Materials") solely for internal use. Use of the functionality provided by the Pictometry Software other than for your internal use is prohibited, except with the prior written approval of Pictometry. You may make one copy of the Pictometry Software in machine-readable form for backup purposes only; provided that the backup copy must include all copyright and other proprietary notices contained in the original. You will not and will not enable others to decompile, reverse engineer, disassemble, attempt to derive the source code of, decrypt, modify, create derivative works of, or tamper with or disable any security or monitoring features within the Pictometry Software. Any attempt to do so is a violation of the rights of Pictometry and its licensors.
3. **TITLE.** The Proprietary Materials are confidential information of, trade secrets of, and are proprietary to Pictometry. Title to the Proprietary Materials is and will remain in Pictometry and its licensors. All applicable rights to patents, copyrights, trademarks, trade secrets, and other intellectual property rights in the Proprietary Materials are and will remain in Pictometry and its licensors. You will not assert any right, title or interest in the Proprietary Materials provided to you under this License, except for the express license granted to you hereunder. You will not remove any copyright or other proprietary notice or legend contained on or included in any Proprietary Materials and you will reproduce all such information on all copies made hereunder. You will keep the Proprietary Materials free of all claims, liens and encumbrances.
4. **DISCLAIMERS OF WARRANTY.** USE OF THE PICTOMETRY SOFTWARE IS AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PICTOMETRY SOFTWARE IS PROVIDED "AS IS", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND PICTOMETRY HEREBY DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE PICTOMETRY SOFTWARE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. PICTOMETRY DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN OR PROVIDED BY THE PICTOMETRY SOFTWARE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE PICTOMETRY SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE PROPRIETARY MATERIALS WILL BE CORRECTED.
5. **LIMITATION OF LIABILITY.** IN NO EVENT WILL PICTOMETRY BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE PICTOMETRY SOFTWARE, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE), EVEN IF PICTOMETRY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL PICTOMETRY'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) CAUSED BY, ARISING OUT OF OR IN ANY WAY RELATED TO THE PICTOMETRY SOFTWARE EXCEED THE AMOUNT OF FIFTY DOLLARS (\$50.00). THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.
6. **TERMINATION.** This License will terminate automatically without notice from Pictometry if you fail to comply with any term of this License. Upon the termination of this License, you will cease all use of the Pictometry Software and destroy all copies, full or partial, of the Proprietary Materials.
7. **MISCELLANEOUS PROVISIONS.**
  - A. **Restricted Rights.** Pictometry Software acquired with United States Government funds or intended for use within or for any United States federal agency is provided with "Restricted Rights" as defined in DFARS 252.227-7013, Rights in Technical Data and Computer Software and FAR 52.227-14, Rights in Data-General, including Alternate III, as applicable. Pictometry must be notified in advance of any license grants to United States federal governmental entities. The Pictometry Software is developed for general use in a variety of applications and is not developed or intended for use in any inherently dangerous applications or applications that could lead to property damage, personal injury or death. If you use the Pictometry Software in such applications, then you will be responsible for taking all appropriate fail-safe, backup, redundancy, and other measures to ensure the safe use of the Pictometry Software in such applications, including but not limited to, in any nuclear, aviation, mass transit, public safety or medical applications.
  - B. **Foreign Trade Restrictions.** The parties acknowledge that certain information, software technology, accompanying documentation and technical information may be subject to United States export control laws. You will not directly or indirectly export or re-export the Pictometry Software in violation of the Export Administration Regulations of the U.S. Department of Commerce.
  - C. **Governing Law.** This License will be governed by and interpreted in accordance with the laws of the State of South Carolina, excluding its conflict of laws principles.
  - D. **Assignment.** You may not assign this License without Pictometry's prior written consent. Any assignment in violation of this License will be null, void and of no force and effect. For all purposes under this License, any merger, consolidation, spin-off, acquisition or change-in-control will be deemed an assignment.
  - E. **Partial Invalidity; Survival.** If any provision of this License is held invalid or unenforceable by competent authority, that provision will be construed so as to be limited or reduced to be enforceable to the maximum extent compatible with the law as it will then appear. The total invalidity or unenforceability of any particular provision of this License will not affect its other provisions and this License will be construed in all respects as if the invalid or unenforceable provision were omitted. The provisions of this License that by their nature would survive its termination will survive indefinitely.

- F. **Force Majeure.** Except with respect to Customer's payment obligations for services delivered, reports delivered or any ongoing subscription payment obligation, each party will be excused from performance under this Agreement, will not be deemed to be in breach hereof, and will have no liability to the other party whatsoever if either party is prevented from performing any of its obligations hereunder, in whole or in part, as a result of a Force Majeure Event. A "Force Majeure Event" means an event or occurrence beyond the control of the nonperforming party, such as an act of God or of the public enemy, embargo or other act of government in either its sovereign or contractual capacity, government regulation, travel ban or request, court order, civil disturbance, terrorism, war, quarantine restriction, epidemic, virus, fire, weather, flood, accident, strike, slowdown, delay in transportation, electrical power outage, interruption or degradation in electronic communications systems, inability to obtain necessary labor, materials or manufacturing facilities, and other similar events. In the event of any delay resulting from a Force Majeure Event, any date of delivery hereunder will be extended for a period equal to the time lost because of the delay.
- G. **Waiver.** No waiver of a breach of any term of this License will be effective unless in writing and duly executed by the waiving party. No such waiver will constitute a waiver of any subsequent breach of the same or any other term of this License. No failure on the part of a party to exercise, and no delay in exercising any of its rights hereunder will operate as a waiver thereof, nor will any single or partial exercise by a party of any right preclude any other or future exercise thereof or the exercise of any other right. No course of dealing between the parties will be deemed effective to modify, amend or discharge any part of this License or the rights or obligations of any party hereunder.
- H. **Entire Agreement; Construction.** This License contains the entire understanding of the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous understandings regarding that subject matter. No amendment to or modification of this License will be binding unless in writing and signed by Pictometry. There are no representations, warranties, or obligations of any party not expressly contained herein. The headings in this License are for convenience only. They do not constitute a portion of this License and will not be used in any construction of it.

[END OF SOFTWARE LICENSE AGREEMENT]

## SECTION C

## NON-STANDARD TERMS AND CONDITIONS

1. **Online Services Eligible Users:** Notwithstanding anything in the Online Services General Terms and Conditions incorporated in this Agreement to the contrary, the terms 'Eligible User' and 'Eligible Users' as defined in those Online Services General Terms and Conditions shall, for the purposes of this Agreement, also include each 'Authorized User' as that term is defined in the Delivered Content Terms and Conditions of Use incorporated in this Agreement.

2. **Applicable Law:** Notwithstanding anything to the contrary set forth elsewhere in this Agreement, this Agreement and any modifications, amendments or alterations shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of South Carolina, excluding its conflicts of law principles. Each party irrevocably consents to the exclusive jurisdiction of the courts of the State of South Carolina in connection with any action to enforce the provisions of this Agreement, to recover damages or other relief for breach or default under this Agreement, or otherwise arising under or by reason of this Agreement.

3. **Non-appropriation of Funds.** Notwithstanding anything herein to the contrary, in the event that the funds due for subsequent projects and related deliverables under the terms and conditions of this Agreement are not lawfully appropriated, the following provisions shall apply:

- a. Customer shall provide Pictometry with written documentation of non-appropriation of funds from its funding source prior to commencement of a subsequent project;
- b. This Agreement shall remain in full force and effect, however commencement of the subsequent project shall be deemed postponed until such time as funds for the subsequent project have been appropriated and all other sums due under the terms and conditions of this Agreement have been paid by Customer. In the event that the postponement exceeds eighteen months, Pictometry reserves the right to terminate any and all obligations with respect to the postponed project and all subsequent projects included in this Agreement; and
- c. If Customer, or any party authorized under the terms and conditions of this Agreement to use the licensed products set forth in Section A, is in possession of licensed products for which Pictometry has not been fully compensated in accordance with the payment terms of this Agreement, Customer or such authorized party shall immediately cease use of those licensed products, purge those licensed products from all Customer and authorized party computers, and return those licensed products to Pictometry.

4. **Dual Ownership:** Customer shall own the copy of the orthogonal imagery delivered to it by Pictometry pursuant to this Agreement. Customer is free to use, reproduce and redistribute copies of the orthogonal imagery so delivered in any manner without any accounting to Pictometry. Pictometry shall own those copies of the orthogonal imagery delivered pursuant to this Agreement that are in Pictometry's possession. Pictometry is free to use, reproduce and redistribute copies of the orthogonal imagery delivered pursuant to this Agreement in any manner without any accounting to Customer. Except for the copy of the orthogonal imagery delivered to Customer by Pictometry pursuant to this Agreement, all imagery (including associated metadata) and software delivered or otherwise made available to Customer pursuant to this Agreement constitute Delivered Content or Pictometry Software, as appropriate, and are and shall remain the exclusive property of Pictometry, subject to the rights of Customer to use the Delivered Content and the Pictometry Software pursuant to the licenses granted by Pictometry elsewhere in this Agreement.

5. Section 5 of the Order Form shall be deleted in its entirety and replaced with the following: "TO THE EXTENT PERMISSIBLE BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE, UNDER ANY CAUSE OF ACTION OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING UNDER THEORIES INVOLVING TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR BREACH OF WARRANTY), FOR ANY LOST PROFITS OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR OTHER SPECIAL DAMAGES SUFFERED BY THE OTHER PARTY OR OTHERS, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES."

6. The second sentence under the head FEES; PAYMENT TERMS shall be deleted and replace with the following: "To the extent any amounts properly invoiced pursuant to this Agreement are not paid within sixty (60) days following the invoice due date, such unpaid amounts shall accrue, and Customer shall pay, interest at the rate of 1.5% per month (or at the maximum rate allowed by law, if less)."

### Pictometry Delivered Content Terms and Conditions of Use:

7. The following shall be appended to Section 3.1 of the Delivered Content Terms and Conditions: "and provided further that, other than elevation data, such geographic data will be used only with your written permission."

8. Section 3.2 of Delivered Content Terms and Conditions shall be deleted in its entirety and replaced with the following: "Notification. You shall (a) notify Pictometry in writing of any claims or proceedings involving any of the Delivered Content within thirty (30) days after you learn of the claim or proceeding, and (b) report promptly to Pictometry all claimed or suspected defects in Delivered Content."

9. The following shall be added to Section 5.2 of Delivered Content Terms and Conditions: "Customer is a governmental entity subject to the requirements of the Freedom of Information Act. This clause will not supersede any obligation Customer has to comply with Freedom of Information Act."

10. Section 7.2 of Delivered Content Terms and Conditions shall be deleted in its entirety and replaced with the following: "Governing Law. This License Agreement shall be governed by and interpreted in accordance with the laws of the State of South Carolina, excluding its conflicts of law principles."

### Pictometry Online Services General Terms and Conditions:

11. Section 3.7 of Online Services General Terms and Conditions shall be deleted in its entirety and replaced with the following: "To the extent permissible by applicable law, Pictometry and each third party supplier of any portion of the Online Services or the Licensed Content assume no responsibility for any consequences resulting from the use of the Online Services or the Licensed Content."

12. Section 3.8 of Online Services General Terms and Conditions shall be deleted in its entirety and replaced with the following: "To the extent permissible by applicable law, Pictometry and each third party supplier of any portion of the Online Services or the Licensed Content hereby disclaim all liability for damages, claims and expenses arising from or in any way related to the accuracy or availability of the Online Services and the Licensed Content."

13. Section 3.9 of Online Services General Terms and Conditions shall be deleted in its entirety and replaced with the following: "By accepting these General Terms and Conditions or by using the Online Services or the Licensed Content, you waive any and all rights you may have against Pictometry, each third party supplier of any portion of the Online Services or the Licensed Content, and each of their directors, officers, members and employees, arising out of use of or reliance upon the Online Services or the Licensed Content, except for acts of gross negligence or intentional misconduct."

14. Section 5.1 of Online Services General Terms and Conditions shall be deleted in its entirety and replaced with the following: "To the extent permissible by applicable law, no Covered Party (as defined below) shall be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) any errors in or omissions from the Online Services or the Licensed Content, (b) the unavailability or interruption of the Online Services or any features thereof or the Licensed Content, (c) your or an Eligible User's use of the Online Services or the Licensed Content, (d) the loss or corruption of any data or equipment in connection with the Online Services or the Licensed Content, (e) the content, accuracy, or completeness of the Licensed Content, all regardless of whether you received assistance in the use of the Online Service from a Covered Party, (f) any delay or failure in performance beyond the reasonable control of a Covered Party, or (g) any content retrieved from the Internet even if retrieved or linked to from within the Online Services."

15. Section 5.3 of the Online Services General Terms and Conditions shall be deleted in its entirety and replaced with the following: "TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL THE AGGREGATE LIABILITY OF THE COVERED PARTIES IN CONNECTION WITH ANY CLAIM ARISING OUT OF OR RELATING TO THE ONLINE SERVICES OR THE LICENSED CONTENT OR THIS LICENSE AGREEMENT EXCEED THE LESSER OF YOUR ACTUAL DIRECT DAMAGES OR THE AMOUNT YOU PAID FOR THE ONLINE SERVICES IN THE TWENTY FOUR MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. YOUR RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH YOU MAY HAVE AGAINST ANY COVERED PARTY."

16. Section 6.6 of the Online Services General Terms and Conditions shall be deleted in its entirety and replaced with the following: "This License Agreement shall be governed by and interpreted in accordance with the laws of the State of South Carolina, excluding its conflicts of law principles. Unless you are a government entity, in the event that any legal proceedings are commenced with respect to any matter arising under this License Agreement, the parties specifically consent and agree that the courts of the State of South Carolina or, in the alternative, the Federal Courts located in the State of South Carolina shall have exclusive jurisdiction over each of the parties and over the subject matter of any such proceedings, and that the venue of any such action shall be in South Carolina."

#### Pictometry Web Visualization Offering Terms and Conditions:

17. Section 3.7 of WVO Terms and Conditions shall be deleted in its entirety and replaced with the following: "To the extent permissible by applicable law, Pictometry and each third party supplier of any portion of the WVO Services or the WVO Licensed Content assume no responsibility for any consequences resulting from the use of the WVO Services or the WVO Licensed Content."

18. Section 3.8 of WVO Terms and Conditions shall be deleted in its entirety and replaced with the following: "To the extent permissible by applicable law, Pictometry and each third party supplier of any portion of the WVO Services or the WVO Licensed Content hereby disclaim all liability for damages, claims and expenses arising from or in any way related to the accuracy or availability of the WVO Services and the WVO Licensed Content."

19. Section 3.9 of WVO Terms and Conditions shall be deleted in its entirety and replaced with the following: "By accepting these WVO Terms and Conditions or by using the WVO Services or the WVO Licensed Content, you waive any and all rights you may have against Pictometry, each third party supplier of any portion of the WVO Services or the WVO Licensed Content, and each of their directors, officers, members and employees, arising out of use of or reliance upon the WVO Services or the WVO Licensed Content, except for acts of gross negligence or intentional misconduct."

20. Section 5.1 of WVO Terms and Conditions shall be deleted in its entirety and replaced with the following: "To the extent permissible by applicable law, no Covered Party (as defined below) shall be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) any errors in or omissions from the WVO Services or the WVO Licensed Content, (b) the unavailability or interruption of the WVO Services or any features thereof or the WVO Licensed Content, (c) your or any other party's use of the WVO Services or the WVO Licensed Content, (d) the loss or corruption of any data or equipment in connection with the WVO Services or the WVO Licensed Content, (e) the content, accuracy, or completeness of the WVO Licensed Content, all regardless of any assistance received in the use of the WVO Service from a Covered Party, (f) any delay or failure in performance beyond the reasonable control of a Covered Party, or (g) any content retrieved from the Internet even if retrieved or linked to from within the WVO Services."

21. Section 6.6 of the WVO Terms and Conditions shall be deleted in its entirety and replaced with the following: "This WVO License Agreement shall be governed by and interpreted in accordance with the laws of the State of South Carolina, excluding its conflicts of law principles. Unless you

are a government entity, in the event that any legal proceedings are commenced with respect to any matter arising under this WVO License Agreement, the parties specifically consent and agree that the courts of the State of South Carolina or, in the alternative, the Federal Courts located in the State of South Carolina shall have exclusive jurisdiction over each of the parties and over the subject matter of any such proceedings, and that the venue of any such action shall be in South Carolina.”

Pictometry Software License Agreement:

22. The second sentence under Section 5 of the Pictometry Software License Agreement shall be deleted in its entirety and replaced with the following: “IN NO EVENT WILL PICTOMETRY’S TOTAL LIABILITY TO YOU FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) CAUSED BY, ARISING OUT OF OR IN ANY WAY RELATED TO THE PICTOMETRY SOFTWARE EXCEED THE AGGREGATE AMOUNT RECEIVED BY PICTOMETRY IN PAYMENT FOR PROPRIETARY MATERIALS DURING THE IMMEDIATELY PRECEDING TWENTY-FOUR (24) MONTH PERIOD.”

23. Section 7.C of the Pictometry Software License Agreement shall be deleted in its entirety and replaced with the following: “Governing Law. This License will be governed by and interpreted in accordance with the laws of the State of South Carolina, excluding its conflict of laws principles.”

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**[END OF NON-STANDARD TERMS AND CONDITIONS]**

Essentials+ Property deliverables

Product	Essentials+ Property
<b>Ortho Frame Imagery</b>	<ul style="list-style-type: none"> <li>Nominal 2in GSD ortho imagery, Imagery as good as 1.2in and no worse than 3in</li> </ul>
<b>Orthomosaic Specifications</b>	<ul style="list-style-type: none"> <li>Typical Positional Horizontal Accuracy: 1m at a 95% confidence level</li> <li>Fully automated photogrammetric orthomosaic. Imagery may contain seamlines</li> <li>Project-wide color and contrast balancing</li> </ul>
<b>Oblique Imagery</b>	<p>Nominal 2.6in GSD oblique imagery ranging from 1.7in to 3.5in GSD:</p> <ul style="list-style-type: none"> <li>Where available fully automated photogrammetric mosaiced imagery. Imagery may contain seamlines</li> </ul>
<b>Metadata and Reporting</b>	<p>Metadata:</p> <ul style="list-style-type: none"> <li>Metadata generated that meets FGDC Standards upon request</li> <li>Shapefile(s) with discrete deliverable boundaries and directional metadata</li> </ul>
<b>Orthomosaic Deliverable Format (Online)</b>	<p>Resolution:</p> <ul style="list-style-type: none"> <li>Nominal 2in GSD, no worse than 3in (Best Available Provided)</li> </ul> <p>Access Methods:</p> <ul style="list-style-type: none"> <li>Available via web-based viewer (Connect) - Contracted separately</li> <li>Also available via WMS/WMTS (Image Service) - Contracted separately</li> </ul>
<b>Orthomosaic Deliverable Format (Physical)</b>	<p>Resolution:</p> <ul style="list-style-type: none"> <li>Nominal 2in GSD, no worse than 3in (Best Available Provided)</li> </ul> <p>Projection/Coordinate System:</p> <ul style="list-style-type: none"> <li>Customer Selectable</li> </ul> <p>Datum:</p> <ul style="list-style-type: none"> <li>Customer Selectable</li> </ul> <p>File Format:</p> <ul style="list-style-type: none"> <li>Mosaic Tiles                             <ul style="list-style-type: none"> <li>Available as JPEG, GeoTIFF, JPEG2000, PNG, ECW, MrSID (All versions) with world file</li> <li>Includes separate Pictometry Map Image (PMI) trailer file</li> </ul> </li> <li>Project-Wide Mosaic                             <ul style="list-style-type: none"> <li>Available in ECW, MrSID (All versions) format</li> </ul> </li> </ul>
<b>Oblique Imagery &amp; Frame Imagery Deliverable Format</b>	<p>Access methods:</p> <ul style="list-style-type: none"> <li>Available via web-based viewer (Connect) - Contracted separately</li> </ul>
<b>Delivery Timeline</b>	<ul style="list-style-type: none"> <li>Best efforts to make frame imagery available online within 20 days of capture complete</li> <li>Best efforts to make ortho and oblique imagery available online and/or ready for physical delivery within 30 days of capture completion</li> </ul>

## Essentials Add-on - Certified Ortho

<b>Products Related to</b>	Essentials Essentials+ Advanced
<b>Product Description</b>	<i>Certified Ortho</i> upgrades an Essentials orthomosaic to an authoritative orthomosaic produced in accordance with state and local requirements
<b>Product Eligibility</b>	<ul style="list-style-type: none"> <li>• Reveal Certified Ortho can only be purchased in conjunction with a related product type</li> <li>• Reveal Certified Ortho is only applicable to Reveal orthomosaic imagery</li> </ul>
<b>Orthomosaic Accuracy</b>	<u>Absolute Horizontal Accuracy:</u> <ul style="list-style-type: none"> <li>• Produced to meet ASPRS Horizontal Accuracy Standards of <math>\leq 3</math> px RMSE<sub>x,y</sub></li> <li>• Optional 2 px RMSE<sub>x,y</sub> (where available)</li> </ul>
<b>ASPRS Accuracy Standards</b>	<a href="https://www.asprs.org/a/society/committees/standards/Positional_Accuracy_Standards.pdf">https://www.asprs.org/a/society/committees/standards/Positional_Accuracy_Standards.pdf</a>
<b>Metadata and Reporting</b>	<u>Reporting</u> <ul style="list-style-type: none"> <li>• FGDC Compliant metadata</li> <li>• Project report in accordance with state and local requirements</li> </ul>
<b>Optional Reporting*</b>	<ul style="list-style-type: none"> <li>• Signed &amp; Sealed Produced to Accuracy Statement</li> <li>• Signed &amp; Sealed Tested to Accuracy Statement <ul style="list-style-type: none"> <li>○ Requires Independent Accuracy Assessment to ASPRS Standards Product</li> </ul> </li> </ul>
<b>Delivery Timeline</b>	Best efforts to ensure orthomosaic and related reports will be made available online and/or ready for physical delivery within 60 – 90 days of data collected, depending on size

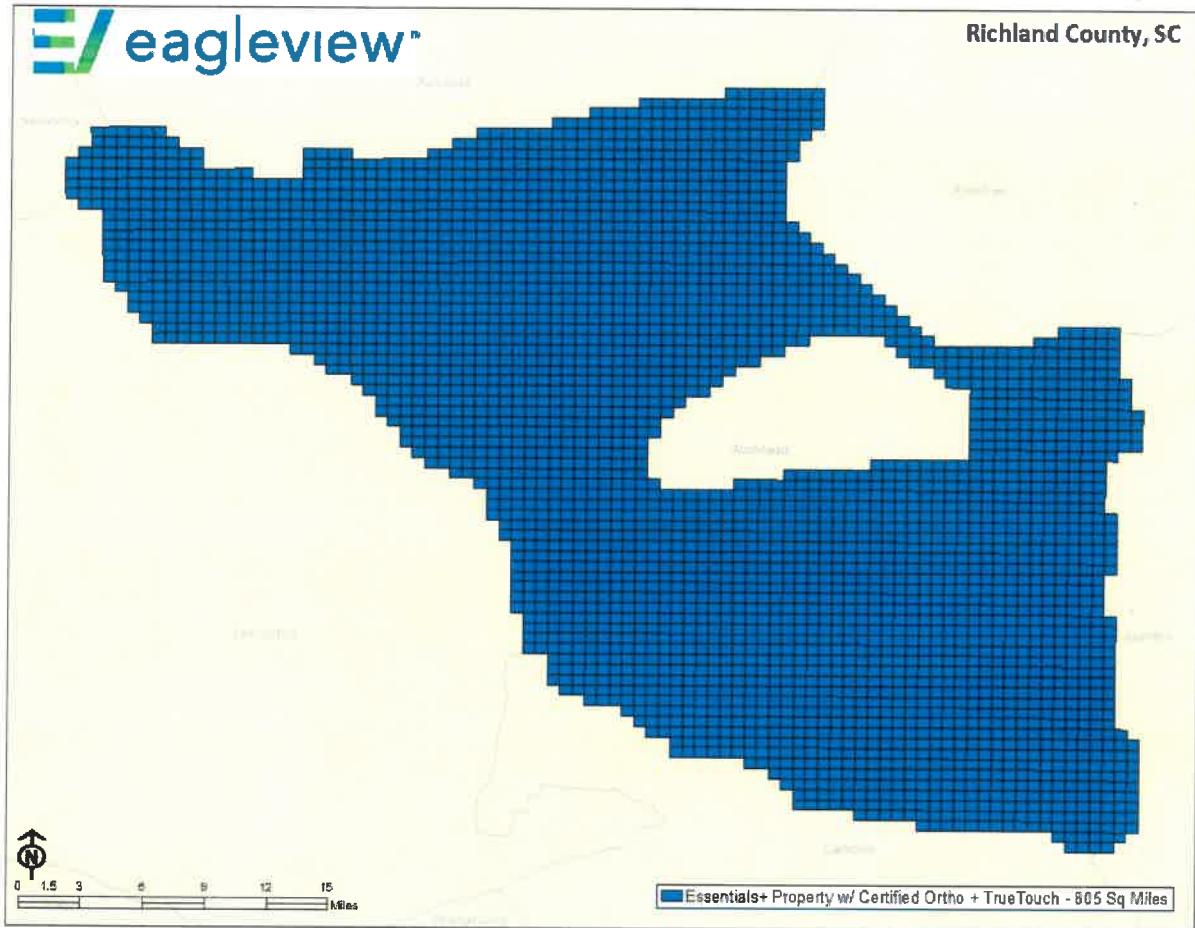
\* Available upon request. May require purchase of additional products

Essentials Add-on - TrueTouch

<b>Products Related to</b>	Essentials Essentials+ Advanced
<b>Product Description</b>	TrueTouch is the application of visual improvements to customers' orthomosaic imagery
<b>Product Eligibility</b>	Can only be purchased with appropriate Reveal product TrueTouch is only applicable to customer RGB and CIR orthomosaic imagery
<b>Content Specifications</b>	<p><u>Seam Artifacts</u></p> <ul style="list-style-type: none"> <li>• There will be no obvious seam edges between two adjacent orthophotos</li> <li>• Orthomosaic will have edits to eliminate feature misalignment caused by seamlines which pass through features above the elevation surface including roads. Feature alignment across seamlines will be 3px or better. <ul style="list-style-type: none"> <li>○ Exceptions may include residential buildings and industrial complexes</li> </ul> </li> </ul> <p><u>Building and Bridge Lean</u></p> <ul style="list-style-type: none"> <li>• Correction of bridges</li> <li>• Correction of major buildings obstructing roadways <ul style="list-style-type: none"> <li>○ Exceptions may include residential buildings and industrial complexes</li> </ul> </li> </ul>
<b>Delivery Timeline</b>	<ul style="list-style-type: none"> <li>• Imagery will be made available online and/or ready for physical delivery within 120 days of completion of capture</li> </ul>



MAP(S)





Harris Govern  
760 North Watters Road, Suite 100  
Allen, TX 75013  
Sales Phone: (972) 881-1858  
Support Phone: (972) 265-7300  
Fax: 214.722.0019

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7/5/2022

Dear Mr. Schwitzgebel,

Hope you're doing well. I'm the product owner of our Matix application at Harris Govern. I wanted to inform you that our Matix application is only able to display oblique aerial imagery from Eagleview. We leverage the Eagleview API for this functionality and currently they are the only aerial imagery provider we support for this type of imagery. There are no immediate plans to integrate with any other aerial imagery providers. If you elect to use another imagery provider, then we will only be able to display their orthogonal imagery if provided in a web map service (WMS) format.

Please feel free to contact me with any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Gerhold", is written over a light gray circular watermark that contains the Harris Govern logo.

Mike Gerhold

Director of Professional Services, Harris Govern



CentralSquare Technologies, LLC  
1000 Business Center Drive  
Lake Mary, FL 32746

July 7, 2022

Jacquelyn Richburg, Telecommunications Director  
Columbia-Richland 911 Communications Center  
1410 Laurens Street  
Columbia, SC 29201

To Ms. Richburg:

This letter is in response to Columbia-Richland 911 Communications Center's request for a sole source letter from our company. This letter is to confirm that CentralSquare CAD Enterprise with EagleView Pictometry integration is a sole source product, manufactured, sold, serviced, and distributed exclusively by CentralSquare Technologies, LLC (CentralSquare). CAD Enterprise and any integrations must be purchased directly by institutions from CentralSquare at the address listed above. There are no agents or dealers authorized to resell this product. CentralSquare CAD Enterprise with EagleView Pictometry integration is sold only as a direct transaction between CentralSquare and end Clients.

Sincerely,

DocuSigned by:  
*Ron A Anderson*

6769F1AD774045B...

Ron Anderson

Vice President of Sales

CentralSquare Technologies

## Pictometry®

July 4, 2022

Geoffrey M. Schwitzgebel, GISP  
Richland County Government  
2020 Hampton Street  
Columbia, SC 29204

Dear Geoffrey,

As technological leader in the field of high resolution geo-referenced aerial imagery, Pictometry International Corp. holds 94 U.S. patents issued and in force and 32 pending U.S. patent applications that relate to various aspects of capturing, processing, displaying, and using geo-referenced aerial imagery (information current as of September 18, 2020). The Pictometry patent portfolio protects, among other things, Pictometry's (and its EagleView affiliates') exclusive rights to use or provide the following capabilities:

- Determine from an oblique image distance along the surface of the earth following the terrain instead of a straight line that ignores changing terrain (US Patent 7,995,799);
- Use tessellated ground plane data with an oblique image to produce greater accuracy when converting from pixels to geo-locations and when making linear and area measurements (US Patent 7,787,659);
- Use Pictometry's proprietary file structure for oblique images (US Patents 7,787,659 and 8,068,643);
- Select a measurement mode (including distance, height, relative elevation) from a list of tools while viewing an oblique image and using the associated metadata and ground plane information for the oblique image to obtain the corresponding measurements directly from the imagery (US Patent 8,068,643);
- Use a geographic location, whether manually input or from an address lookup, to search a database of oblique images, each with metadata and ground plane data, in order to retrieve the image that contains that location and display it for analysis (US Patent 8,204,341);
- Calculate a desired measurement in a displayed oblique image by referencing positional data for the oblique image and a pre-calculated or created ground plane having elevation data conforming to the topography of an area within the oblique image (US Patents 8,204,341; 9,811,922; and 10,607,357);
- Calculate multiple elevations of a tessellated ground plane for an oblique image using positional data and data indicative of topography represented by the oblique image such that the elevations of the tessellated ground plane conform to the topography of the oblique image (US Patent 8,204,341);
- Measure distance, height, area and relative elevation dependent upon ground plane data that closely approximates the terrain within an oblique image (US Patents 8,223,666 and 8,634,594);
- Extract area measurements of vertical or pitched surfaces using an oblique image, its associated camera information and ground plane information (US Patent 8,223,666);
- Pan through an oblique library by detecting the border of the current image and automatically selecting the oblique image that best matches the current camera orientation and scale while extending farther in the direction the user is panning. (US Patents 8,593,518; 8,643,720; and 9,530,181);
- Transmit post-disaster imagery to the ground from an airplane in real-time through a high-speed directional communications link that is synced with a "non-line of sight communication system" such as a satellite telephone (US Patents 8,477,190; 9,723,269; and 9,743,046);
- Use a capture system that acquires the geo-location of a camera during image acquisition, and controls multiple cameras separately (US Patent 9,182,657);
- Measure between at least two selected points on a man-made structure, such as a building, using an intermediate selection of points or a summation of at least two line segments (US Patent 9,443,305);
- Securely process images of sensitive geographic regions (US Patents 9,881,163 and 10,311,328); and
- Ensure full coverage of acceptable images without costly reflights or delays (US Patents 8,385,672; 8,515,198; 9,262,818; 9,633,425; 9,959,609; 10,198,803; and 10,679,331).

Those patented technologies enable Pictometry to deliver combinations of product and service offerings, features, functions and quality not available through other vendors.



Frank Giuffrida - Senior Vice President – Image Capture R & D

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25 Methodist Hill Drive | Rochester, NY 14623 | [www.eagleview.com](http://www.eagleview.com)

Pictometry is a member of the EagleView® family of companies.



# SOLE SOURCE PROCUREMENT

## Definitions utilized in determining a True Sole Source Purchases

Sole Source is when only *one Vendor/Contractor* possesses unique and singularly available capacity to meet the requirements such as technical specifications and qualifications, ability to deliver at and in a particular and desired time. When the required equipment, supplies, construction, goods or services are available from only one source and no other type will satisfy the need.

Sole Source must be justified with information of efforts undertaken to locate possible alternative supplier. Whenever using Sole Source rather than full and open competition, provide an explanation of the reason *why* specifications suitable for full and open competition could not be developed or meet your needs; *why* it is necessary; *how* is it in the county's best interest.

A "True Sole Source" is when a product is available from only one source, often determined by patent or copyright protection, proprietary rights and capacity of one supplier to provide superior capabilities unobtainable from any other supplier for similar products.

The County Administrator is required to approve when purchases are estimated to cost in excess of fifteen thousand dollars (\$15,000.00).

### The following are examples describing circumstances which could necessitate a "Sole Source":

- (a) Where the compatibility of equipment, accessories, or replacement parts is the paramount consideration;
- (b) Where a sole supplier's item is needed for trial use or testing;
- (c) Where a sole source supplier's item is to be procured for resale;
- (d) Where public utility services are to be procured;
- (e) Where the item is one of a kind; and
- (f) Printed forms, pamphlets, brochures, exclusive of printing equipment.

**1. REQUIRING DEPARTMENT:**

**NAME OF REQUESTOR:**

**2. DESCRIPTION OF ACTION.**

a. State if procurement is:       Non-Urgent Sole Source       Urgent Sole Source

b. For the Sole Source provide the following:

**Company:**

**Point of Contact:**

**Email:**

**Telephone #:**

**Fax #:**

**3. DESCRIPTION OF SUPPLIES/SERVICES, ESTIMATED DOLLAR VALUE AND DELIVERY REQUIREMENTS.** Give a short description of the item or service required, the estimated cost, and required delivery date.

**4. EXPLANATION OF SOLE SOURCE CIRCUMSTANCES. For Sole Source Requirements:**

(a) Explain why the item (s) is needed and what will happen if it's not received by the Required Delivery Date (RDD). Describe impact on overhaul/availability schedules, impact to support, personnel safety issues, potential environmental damages, etc., and include the dollar value associated with late delivery:

Required Delivery Date (RDD):

Cost:

(b) Explain the unique features/function of the item and why only one manufacturer can provide it. Discuss why a similar product from another manufacturer will not work:

(c) If the item can only be obtained from the OEM (Original Equipment Manufacturer), discuss the proprietary (i.e. owned by the company, not for public release) Design, drawing, specification requirements:

(d) If there is a higher order requirement mandating a particular manufacturer (Public Safety equipment, goods and services), cite the requirement and who approved or required its usage:

(e) For component repair or replacement parts, explain any compatibility requirements, including a description of the existing equipment and the interface requirements:

**5. PROPRIETARY INFORMATION:** If sole source is based on proprietary data, a statement to that effect is all that is required in response to this block. The equipment, goods, process and software are proprietary to:

**CERTIFICATIONS**

*I CERTIFY THAT THE FACTS AND REPRESENTATIONS UNDER MY COGNIZANCE WHICH ARE INCLUDED IN THIS JUSTIFICATION ARE COMPLETE AND ACCURATE AND IS BEING PROCURED PURSUANT TO THE AUTHORITY OF RICHLAND COUNTY CODE OF ORDINANCES.*

**REQUESTOR**

Name, Title and Signature:

Account Code:

Telephone:

Date:

*I CERTIFY THAT THE FACTS AND REPRESENTATIONS UNDER MY COGNIZANCE WHICH ARE INCLUDED IN THIS JUSTIFICATION ARE COMPLETE AND ACCURATE AND IS BEING PROCURED PURSUANT TO THE AUTHORITY OF RICHLAND COUNTY CODE OF ORDINANCES.*

**DEPARTMENT DIRECTOR**

Name and Signature:

Date:

**BUYER**

Name and Signature:

Date:

**PROCUREMENT MANAGER**

Name and Signature

Date:

**ADMINISTRATOR (Purchases in excess of \$15,000)**

Name and Signature

Date:

**RICHLAND COUNTY  
ADMINISTRATION**

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



**Agenda Briefing**

<b>Prepared by:</b>	Katie Marr	<b>Title:</b>	Interim Assessor
<b>Department:</b>	Assessor's Office	<b>Division:</b>	Click or tap here to enter text.
<b>Date Prepared:</b>	March 3, 2022	<b>Meeting Date:</b>	April 6, 2022
<b>Legal Review</b>	Patrick Wright via email	<b>Date:</b>	March 30, 2022
<b>Budget Review</b>	Abhijit Deshpande via email	<b>Date:</b>	March 30, 2022
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	March 30, 2022
<b>Approved for consideration:</b>	County Administrator	Leonardo Brown, MBA, CPM	
<b>Committee</b>	Coronavirus Ad Hoc		
<b>Subject:</b>	EagleView Imagery		

**RECOMMENDED/REQUESTED ACTION:**

Staff recommends the allocation of \$991,000 in American Rescue Plan Act (ARPA) funding to proceed with the proposed as a part of the strategy to improve efficiency, revenue, and customer-service delivery.

Request for Council Reconsideration:  Yes

**FIDUCIARY:**

Are funds allocated in the department's current fiscal year budget?	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
If no, is a budget amendment necessary?	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No

**ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:**

The total of this request is approximately \$991,000 which includes traditional and oblique imagery. There would be no fiscal impact to the County's budget until 2027.

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

None.

**REGULATORY COMPLIANCE:**

None applicable.

**MOTION OF ORIGIN:**

There is no associated Council motion of origin.

<b>Council Member</b>	Click or tap here to enter text.
<b>Meeting</b>	Click or tap here to enter text.
<b>Date</b>	Click or tap here to enter text.



**STRATEGIC & GENERATIVE DISCUSSION:**

American Rescue Fund projects are intended to improve and extend government services that have been impacted by reduced revenue and access. The property tax roll is the primary source of revenue for Richland County. The role of the Richland County Assessor is to provide annual tax rolls in a timely manner.

One component of providing an accurate tax roll is through the use of aerial photography. In addition to traditional aerial photography, oblique imagery, which provides a 360 degree view of a property, enhances the value of traditional aerial photography.

One common use-case for aerial imagery is for property appraisals. As a conservative estimate, this imagery would save a property appraiser an average of two hours per day in the field, resulting in a yearly time savings of 8,000 staff hours. This will also enhance the customer service experience during the appeals process by providing citizens additional details than what traditional aerial photography can provide. Additionally, this imagery allows staff to find uncaptured revenue to include renovations or other structures on a property that may be hard to see on a traditional aerial photo.

The Assessor is currently upgrading its Computer Assisted Appraisal Mass Appraisal (CAMA) system, and this imagery would seamlessly integrate into this software. The implementation of both of these items will maximize the efficiency of Assessor staff and will increase the efficiency and customer service throughout the entire department.

Additional uses of oblique imagery at Richland County include Public Works, Utilities, and Community Planning & Development. One general example is the development and maintenance of water, sewer, and stormwater infrastructure. More specifically, updated imagery allows for detection of land use coverage and changes, similar to the use by the appraisers, to help better identify, understand, and plan for changes throughout the County. This includes elements related to tree canopy coverage, new structures, land use type, and other facets that are hard to capture without appropriate imagery. These changes help with future land use planning efforts to not only see the specific changes, but also scenario planning and identifying policy elements necessary to be addressed related to those changes.

Staff propose an annual, three flight contract, starting in 2023 and ending in 2026.

<b>Recommendation</b>	<b>ARP Funding</b>	<b>Recurring Cost</b>	<b>Goal</b>
Aerial Photography Mission (2023, 2024, 2025)	\$991,000 Purchase	N/A	Provide three future missions of updated aerial and oblique imagery.

**RICHLAND COUNTY  
ADMINISTRATION**

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



## Executive Summary

Richland County is committed to ethical, equitable and transparent use of State Local Fiscal Recovery Funds to assist residents, non-profit organizations, and businesses recovering from the negative impacts of COVID-19. These funds will be used to improve the quality of life in Richland County. All uses of these funds must receive approval from County Council. County Administration presents all planned uses for the funds to the Coronavirus Ad hoc Committee for evaluation. The Committee then considers input from County Administration, the American Rescue Plan (ARP) Community Survey conducted by Richland County, as well as other sources of information. The Committee then determines if the planned uses need to be held in committee for further evaluation before forwarding to County Council with a recommendation to approve or deny the planned use.

Richland County is allotted to receive \$80,756,312 in recovery funds.

Total Richland County Allotment		<b>\$80,756,312</b>
	Allocations/Uses Previously Approved by County Council	
Expense Category		
	Qualifying Lump Sum Distribution Grant Awards	(\$1,148,919)
	Employee Stipends – Premium Pay	(\$7,882,000)
	Tennis Courts Richland County Recreation Commission	(\$325,000)
	Alvin S. Glenn Detention Center Safety and Security Projects	(\$3,338,000)
	Mental Health Program – Sheriff’s Department	(\$81,250)
	Utilities Bad Debt – From Lost Revenue	(\$1,000,000)
	Consulting – Assistance Vetting of Appropriate Fund Uses	(\$100,000)
	COVID-19 Vaccine Incentive – \$100 Gift Cards	(\$25,500)
	Grants Management Software	(\$687,949)
	HVAC Systems at 2020 Hampton St. and 2000 Hampton St.	(\$5,205,000)
	Total Allocations/Uses Approved by County Council to Date	(\$19,793,618)
Remaining Balance of Richland County Allotment		<b>\$60,962,694</b>

The previous and following list of County Administrator recommendations reflect consideration of historical facilities, equipment, infrastructure, and personnel needs of Richland County Government. Additionally, the list considers feedback received from a survey of Richland County residents, input from members of County Council and other Elected Officials, community partners, Richland County’s strategic initiatives, and U.S. Treasury guidance for the use of ARP funds. This is not an exhaustive list.; however, the list represents areas of where Richland County can make a significant community impact by supporting public health response, replacing public sector revenue loss, offering additional support to essential workers, investing in water, sewer, broadband, and cybersecurity infrastructure, addressing the negative economic impacts of COVID-19, and providing services to disproportionately impacted communities.

## County Administrator Recommendations/Planned Uses of Funds

Remaining Balance of Richland County Allotment to Date		<b>\$60,962,694</b>
Expense Category	Planned Uses Submitted to Coronavirus Ad hoc Committee	
	Fifth Judicial Circuit-Solicitors Data Management System	(\$618,585.20)
	Construction/Renovation of Family Services Center – DSS	(\$15,000,000)
	Third-Party Partner(s) for Community ARP Grant Management	(\$1,000,000)
	Lenco BearCat Armored Vehicle – Sheriff’s Department	(\$305,800)
	Deferred Maintenance of Cessna Plane – Sheriff’s Department	(\$140,207)
	ShotSpotter Technology Solution – Sheriff’s Department	(\$2,050,200)
	Cyber Security Upgrades – Information Technology Department	
	RCSO server hardware, software and switching equipment	(\$410,000)
	Replacement of older unsupported desktop phones	(\$550,000)
	Replacement of unsupported/unsecure data switches/routers	(\$1,100,000)
	Multi Factor Authentication	(\$150,000)
	Mobile Wireless Microphone and Speaker System	(\$15,000)
	Mobile Multi Camera Conference System	(\$15,000)
	Secondary Web Application Firewall	(\$90,000)
	Internet Load Balancing Appliance	(\$30,000)
	Increase Computing Power/Storage of Hyper Converged Server	(\$330,000)
	New Database Server Software for County Financial System	(\$100,000)
	New Fault Tolerant Virtual Private Network	(\$120,000)
	Upgrade Virtualization Hardware/Software in Detention Center	(\$130,000)
	Replace Storage Area Network	(\$800,000)
	County Website Redesign and Enhancement	(\$350,000)
	Geospatial Infrastructure Improvements and Enhancements	
	Server Software Licenses	(\$105,000)
	Update Aerial Mapping	(\$270,000)
	Replace Retiring Drone Equipment	(\$130,000)
	EMS Vehicle and Equipment Replacements	
	Ambulance Vehicles	(\$2,000,000)
	Fire Pumpers	(\$1,400,000)
	LP EKG Monitor/Defibrillators	(\$400,000)
	Automatic External Defibrillators	(\$180,000)
	Lucas CPR Machines	(\$990,000)
	Stair Chairs	(\$125,000)
	Portable Radios	(\$400,000)
	Mobile Radios	(\$600,000)
	Rugged EMS Computers	(\$250,000)
	Fire Services Bunker Gear	(\$791,580)
	Gear Extractor	(\$83,268)



	Gear Dryer	(\$113,373)
	Design and Construction of Water Tank – Lower Richland	(\$2,000,000)
	EagleView Imagery	(\$991,000)
	Information Technology Replacement of Outdated:	
	Human Capital and Financial Management System	(\$5,000,000)
	Community Grants and Public Private Partnerships	
	Funding for Small Businesses	(\$1,000,000)
	Funding for Non-Profits	(\$1,000,000)
	Funding for Workforce Training	(\$1,000,000)
	Funding for Education Assistance	(\$1,000,000)
	Funding for Senior Assistance	(\$1,000,000)
	Funding for Recreation/Youth Services	(\$1,000,000)
	Funding to Address Food Insecurity	(\$2,000,000)
	Funding for Broadband Services in Underserved Areas	(\$2,000,000)
	Funding for Affordable Housing	(\$4,000,000)
	Funding for Services for Unhoused Persons	(\$2,000,000)
	Total of Recommendations/Planned Uses of Funds	(\$55,134,013.20)
All ARPA funding allocated in this list is approved as up to the listed dollar amount		
	Remaining Balance of Richland County Allotment if Approved by Committee/Council	\$5,828,680.80

**This document reflects the Coronavirus Ad Hoc Committee’s 05-19-2022 motion to approve the County Administrator’s recommendations with the following modifications:**

- 1) Funding for Home Repairs for Seniors changed to Funding for Senior Assistance.**
- 2) Funding for Recreation/Youth Services added in the amount of (\$1,000,000).**
- 3) Funding for Affordable Housing changed from (\$2,000,000) to (\$4,000,000).**
- 4) Language added clarifying that all ARPA funding allocated in this list of recommendations is approved as “up to” the listed amount.**

Respectfully Submitted,



Leonardo Brown, MBA, CPM  
Richland County Administrator

In order to achieve the purposes in Section 6-29-710 of Richland County Zoning Ordinance; purposes (attached), County Council must continue to have the ability to review rezoning requests on a case by case basis, and not by arbitrarily creating a Land Development Code (LDC) that removes such authority from Council by creating zoning that allows widespread densities.

Creating a totally new LDC is a drastic action and should not be considered until a full review of the 2005 Comprehensive Plan (CP) is completed to determine what changes may need to be made. Prior to any changes those involved must educate themselves in order to make informed decisions and not a "hurry and get it done" method.

Richland County's CP was adopted several years ago, and currently 9 of 11 Council Members and 8 of 9 Planning Commission members were not here when the previous CP was created.

There is concern the the recently adopted LDC does not align with what current Council members want, and public comments made in response to the new LDC have been overwhelmingly negative.

FEMA/DHEC/EPA recently provided a \$200,000 grant for a study to help neighborhoods (especially low income) prepare to respond to, and recover from, disasters like hurricanes, floods, chemicals releases, etc. The study area in Lower Richland has a propensity for flooding, will take place November 4-5, 2022, and provide important information. Implementation of high density zoning and multiplex's as proposed by the new LDC will put that area at even greater risk for disaster and make the information gathered of no help to residents in the area.

The entire county is also hinging on the results which could be jeopardized by the negative effect of the increased densities recommended in the new LDC.

There needs to be critical information on many items the county's consultant did not provide with their recommended LDC. Much of that information was requested in motions previously made but not yet acted on by the Planning Commission. Without the carrying capacity studies previously requested we don't know how many more water lines, sewage plants, police, fire, nor how much more flood control measures will be needed, nor the cost to the County and ultimately to the taxpayer.

Richland County, in partnership with USC and NOAA, is currently conducting a Heat Study within the county. The results of that study should be utilized and placed into the new LDC, and not just state "Best Practices" will cover it. If we say we will use "Best Practices" why bother with any research and not just say the new LDC will follow "Best Practices"?

We need to better understand how action by Council on the LDC will impact constitutional issues like "takings" and State's Right to Farm Act.

The Flint, Michigan water poisoning came as a result of recommending officials and local elected officials skirting necessary studies in making important decisions. This was a horrible tragedy and was found criminal. Officials lost their credibility, their jobs, and some went to prison. It is imperative Richland

County be precise as residents deserve it and they have entrusted Council to make sure every effort is made to do it right.

Proper planning is not just about creating high density and building as many homes as you can for the sake of meeting an affordable housing shortage. Residents must know toilet contents have somewhere to go when flushed, clean drinking water will come out of the faucet, when you're suffering a life threatening medical emergency there will be an ambulance within a respectable distance to help and a clear road to get through, that you won't watch your house burn down while fire trucks struggle with traffic on the way, and that you're not desperately clinging to a rooftop watching your neighborhood being viciously swept away due to a flood.

This might sound dramatic, but it's reality. The task at hand is not just rubber stamping a plan that hasn't been given the time or respect it needs, but to provide long, detailed thought and research to arrive at a sound, workable plan.

**SECTION 6-29-710. Zoning ordinances; purposes.**

(A) Zoning ordinances must be for the general purposes of guiding development in accordance with existing and future needs and promoting the public health, safety, morals, convenience, order, appearance, prosperity, and general welfare. To these ends, zoning ordinances must be made with reasonable consideration of the following purposes, where applicable:

- (1) to provide for adequate light, air, and open space;
- (2) to prevent the overcrowding of land, to avoid undue concentration of population, and to lessen congestion in the streets;
- (3) to facilitate the creation of a convenient, attractive, and harmonious community;
- (4) to protect and preserve scenic, historic, or ecologically sensitive areas;
- (5) to regulate the density and distribution of populations and the uses of buildings, structures and land for trade, industry, residence, recreation, agriculture, forestry, conservation, airports and approaches thereto, water supply, sanitation, protection against floods, public activities, and other purposes;
- (6) to facilitate the adequate provision or availability of transportation, police and fire protection, water, sewage, schools, parks, and other recreational facilities, affordable housing, disaster evacuation, and other public services and requirements. "Other public requirements" which the local governing body intends to address by a particular ordinance or action must be specified in the preamble or some other part of the ordinance or action;
- (7) to secure safety from fire, flood, and other dangers; and
- (8) to further the public welfare in any other regard specified by a local governing body.